

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2916

619

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 75 ON STRATA PLAN 31806
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RICHARD JOHN COLLINS OF 118A MARINE TERRACE FREMANTLE WA 6160
(T P959686) REGISTERED 19/4/2024

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.

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-----

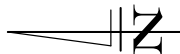
STATEMENTS:

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: SP31806
PREVIOUS TITLE: 2087-735, 2087-739
PROPERTY STREET ADDRESS: 118A MARINE TCE, FREMANTLE.
LOCAL GOVERNMENT AUTHORITY: CITY OF FREMANTLE

**HELD BY LANDGATE
IN DIGITAL FORM ONLY.**

SHEET 2 OF 16 SHEETS

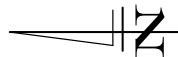


SCALE 1:200 AT A3

A vertical axis with tick marks and labels 0 and 10.

All un-designated areas are common property.

SHEET 3 OF 16 SHEETS



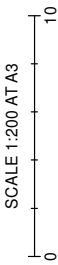
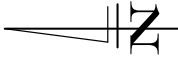
A vertical axis with tick marks and labels 0 and 10.

All un-designated areas are common property.

TEMPLATE (FORM4-200) JAN 2010

STRATA PLAN
31806

SHEET 4 OF 16 SHEETS



GROUND FLOOR PLAN

For other parts of Lots 41 - 45 inclusive see Sheet 10.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

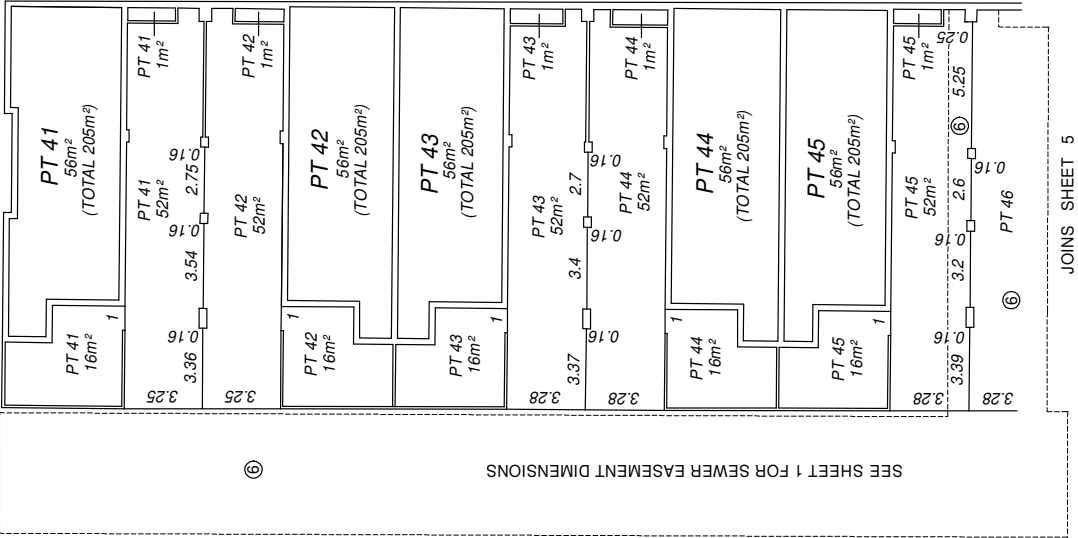
All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

ADJOINS SHEET 9



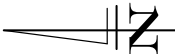
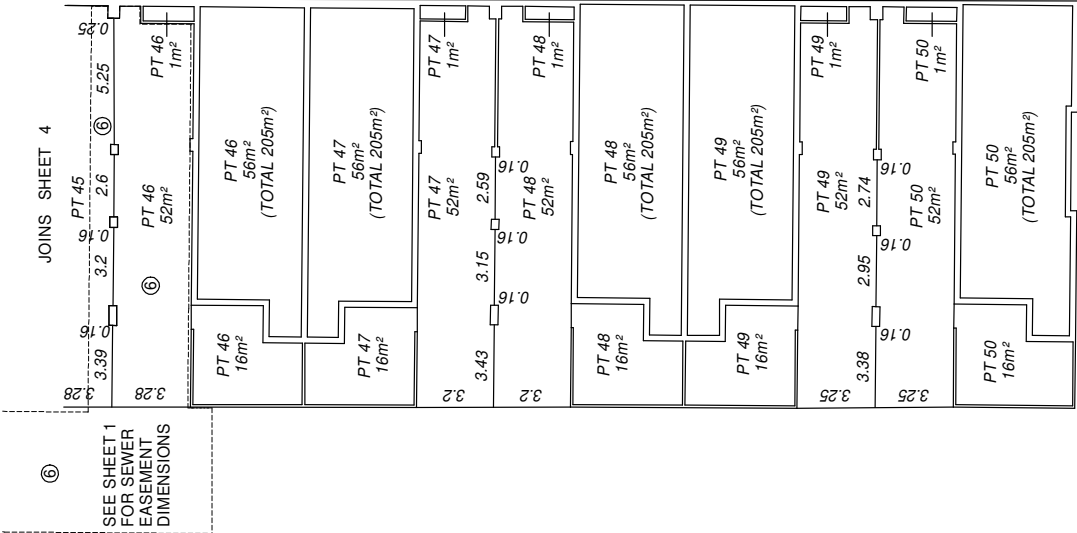
COTTAGE & ENGINEERING
SURVEYS

87-89 Gulhrrie Street, Osborne Park, Western Australia
Telephone: (08) 9446 7361 Facsimile: (08) 9445 5996
J/N T226071 D (3/8/2010)
Tony Boylan
LICENSED SURVEYOR

STRATA PLAN
31806

SHEET 5 OF 16 SHEETS

ADJOINS SHEET 6



SCALE 1:200 AT A3

0 10

GROUND FLOOR PLAN

For other parts of Lots 46 - 50 inclusive see Sheet 11.

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.

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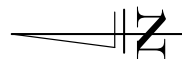
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All angles are 90° unless otherwise stated.

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All un-designated areas are common property.

SHEET 6 OF 16 SHEETS



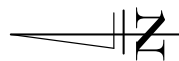
0
GROUND FLOOR PLAN

All un-designated areas are common property.

TEMPLATE (FORM4-200) JAN 2010

STRATA PLAN
31806

SHEET 7 OF 16 SHEETS



SCALE 1:200 AT A3
0 10

GROUND FLOOR PLAN

For other parts of Lots 58, 59 & 60 see Sheets 3, 12 & 14.

For other parts of Lots 61 & 62 see Sheets 2, 13 & 15.

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.

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All angles are 90° unless otherwise stated.

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All un-designated areas are common property.

COTTAGE & ENGINEERING SURVEYS
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J/N T226071 G (3/8/2010)
Tony Balan
LICENSED SURVEYOR



SCALE 1:200 AT A3

GROUND FLOOR PLAN

For other parts of Lots 63, 64, 65 & 66 see Sheets 2, 13 & 15.

For other parts of Lots 67 & 68 see Sheet 2.

For other parts Lot 76 see Sheets 2 & 13.

For other parts of Lot 80 see Sheets 2, 13, 15 & 16.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

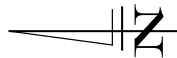
All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

SHEET 9 OF 16 SHEETS



A vertical number line with tick marks at 0 and 10.

For other parts of Lots 69 - 74 inclusive see Sheets 13 & 15.

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.

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All angles are 90° unless otherwise stated.

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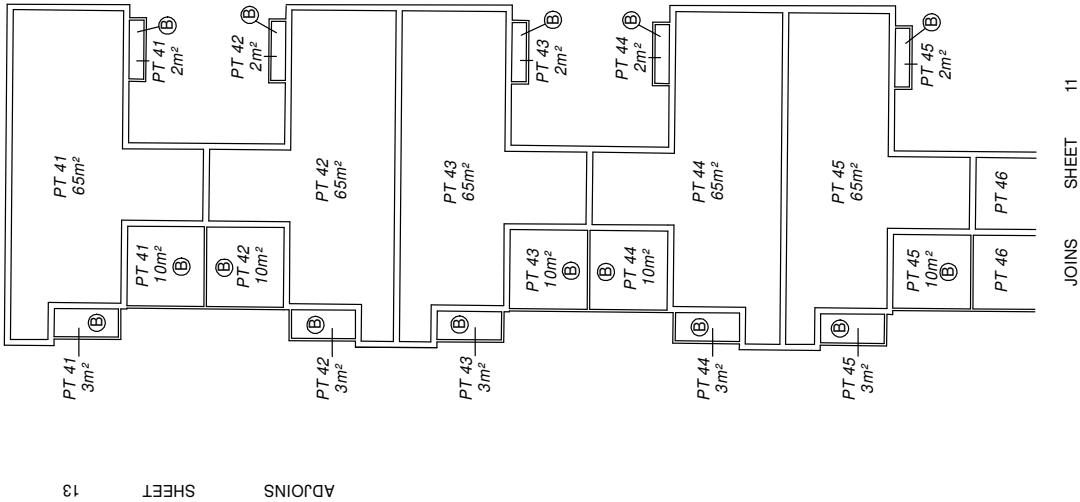
SHEET

SNIOR

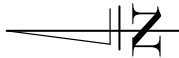
"Y" - "Y" OVERLAYS TO SHEET 13

**COTTAGE & ENGINEERING
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87-89 Guthrie Street, Osborne Park, Western Australia
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J/N T226071E (3/8/2010)
2011 (03/03/17) 414 10007
Tony Boylan
LICENSED SURVEYOR

STRATA PLAN
31806
SHEET 10 OF 16 SHEETS



ADJOINS SHEET 13



SCALE 1:200 AT A3
0 10
FIRST FLOOR PLAN

For other parts of Lots 41 - 45 inclusive see Sheet 4.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

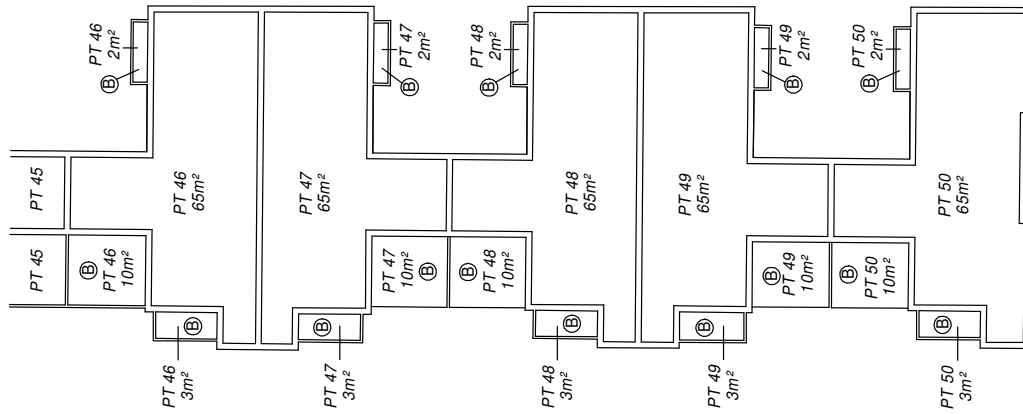
All un-designated areas are common property.

Ⓟ denotes Balcony

COTTAGE & ENGINEERING SURVEYS
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J/N T2260711 (4/8/2010)
Tony Balan
LICENSED SURVEYOR

SHEET 11 OF 16 SHEETS

JOINS SHEET 10



ADJOINS SHEET 12



SCALE 1:200 AT A3

FIRST FLOOR PLAN

For other parts of Lots 46 - 50 inclusive see Sheet 5.

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.

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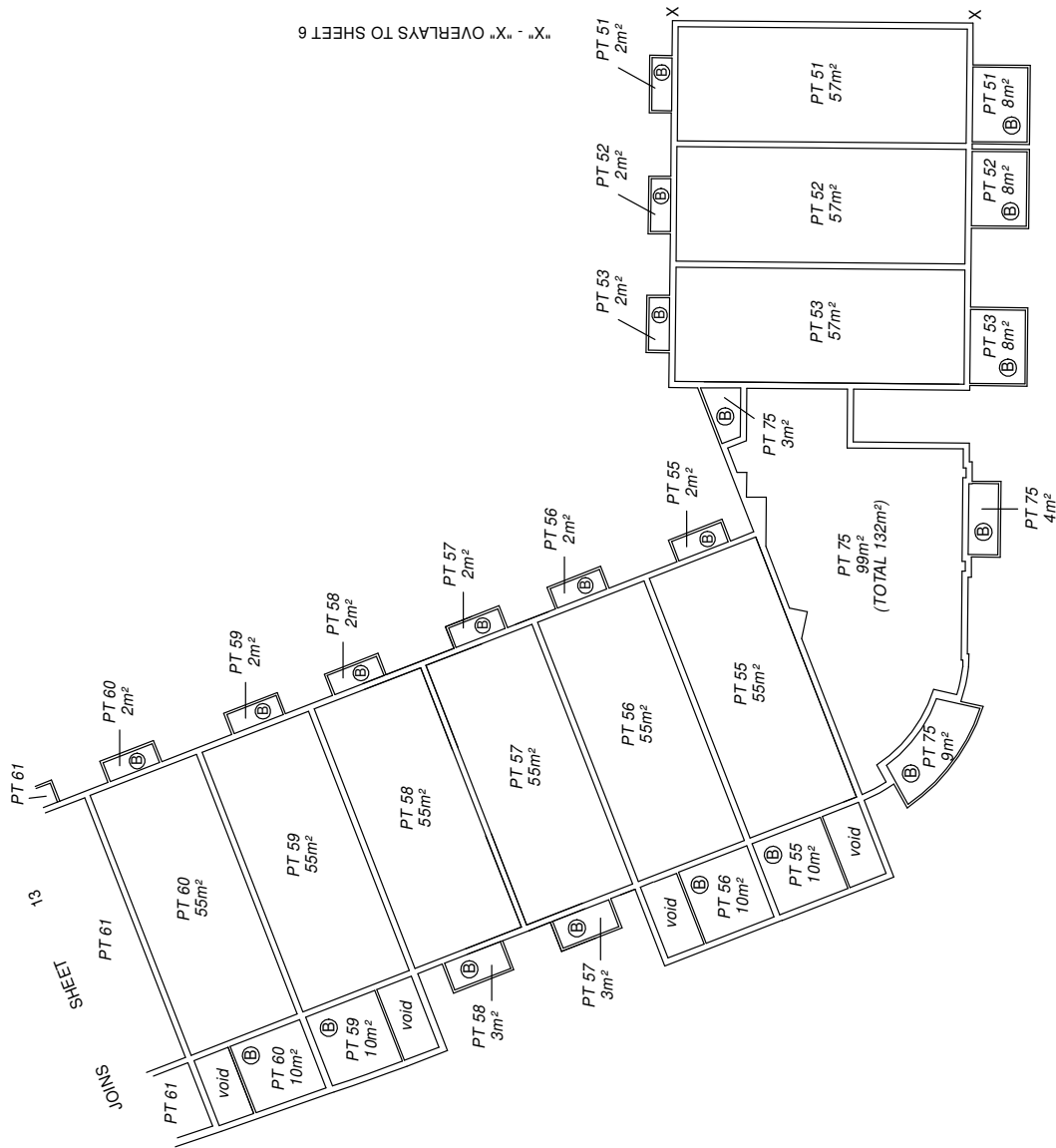
All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

ⓑ denotes Balcony

STRATA PLAN
31806
SHEET 12 OF 16 SHEETS



SCALE 1:200 AT A3
0 10

FIRST FLOOR PLAN

For other parts of Lots 51, 52 & 53 see Sheet 6.

For other parts of Lots 55, 56 & 57 see Sheets 3, 6 & 14.

For other parts of Lots 58, 59 & 60 see Sheets 3, 7 & 14.

For other parts of Lot 75 see Sheet 3.

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.

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Ⓑ denotes Balcony

COTTAGE & ENGINEERING SURVEYS
87-89 Guthrie Street, Osborne Park, Western Australia
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J/N T226071K (3/8/2010)
Terry Bolan
LICENSED SURVEYOR

SHEET 13 OF 16 SHEETS

For other parts of Lots 61 & 62 see Sheets 2, 7 & 15.

For other parts of Lots 63 - 66 inclusive see Sheets 2, 8 & 15.

For other parts of Lots 69 - 74 inclusive see Sheets 9 & 15.

For other parts of Lot 76 see Sheets 2 & 8.

For other parts of Lot 77 see Sheet 2.

For other parts of Lot 78 see Sheets 2 & 15.

For other parts of Lot 80 see Sheets 2, 8, 15 & 16.

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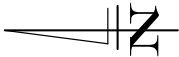
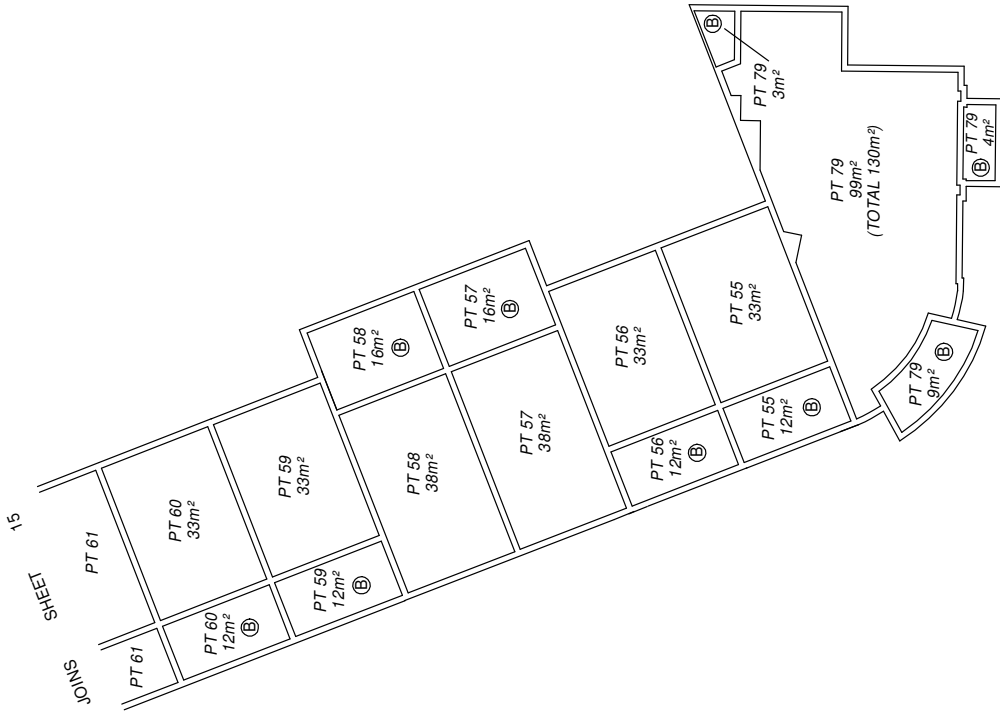
Ⓑ denotes Balcony

COTTAGE & ENGINEERING
SURVEYS
87-89 Guthrie Street, Osborne Park, Western Australia
Telephone: (08) 9446 7361 Facsimile: (08) 9445 2998
J/N T226071J (3/8/2010)
Tony Baylan
ADVANCE TRADING DESIGN
100/101 STANTON ST
L100/101 STANTON ST
PERTH WA 6002
LICENSED SURVEYOR

0 10
FIRST FLOOR PLAN

10
FIRST FLOOR PLAN

| | |
|----------------------|--------------|
| STRATA PLAN 31806 | |
| SHEET 14 | OF 16 SHEETS |



SCALE 1:200 AT A3



SECOND FLOOR PLAN

For other parts of Lots 55, 56 & 57 see Sheets 3, 6 & 12.

For other parts of Lots 58, 59 & 60 see Sheets 3, 7 & 12.

For other parts of Lot 79 see Sheet 3.

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.

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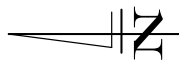
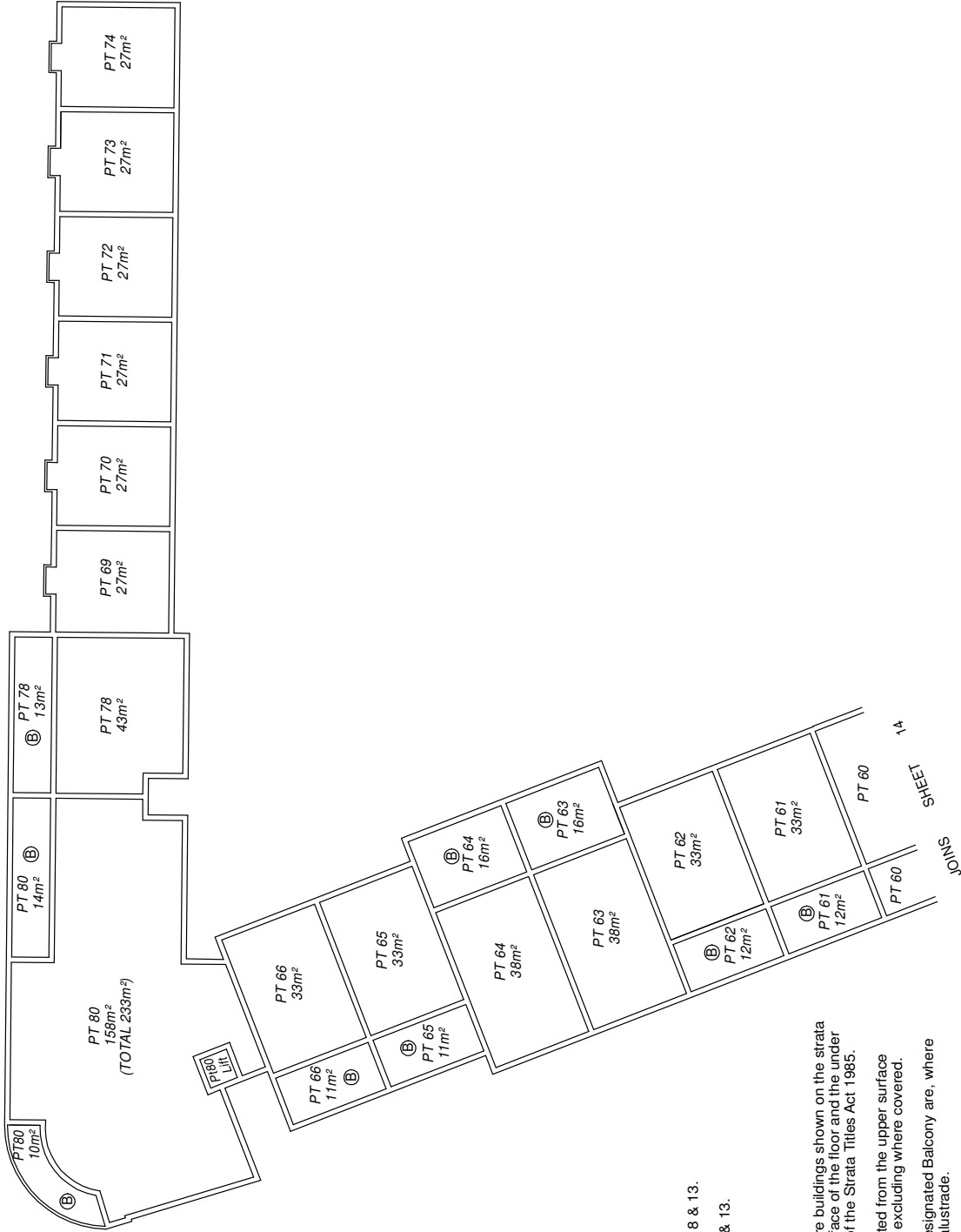
All un-designated areas are common property.

ⓑ denotes Balcony

COTTAGE & ENGINEERING SURVEYS
87-89 Guthrie Street, Osborne Park, Western Australia
Telephone: (08) 9446 7361 Facsimile: (08) 9445 5996
J/N T226071 L (4/8/2010)
Terry Bolan
LICENSED SURVEYOR

STRATA PLAN
31806

SHEET 15 OF 16 SHEETS



SCALE 1:200 AT A3

SECOND FLOOR PLAN

For other parts of Lots 61 & 62 see Sheets 2, 7 & 13.

For other parts of Lots 63 - 66 inclusive see Sheets 2, 8 & 13.

For other parts of Lots 69 - 74 inclusive see Sheets 9 & 13.

For other parts of Lot 78 see Sheets 2 & 13.

For other parts of Lot 80 see Sheets 2, 8, 13 & 16.

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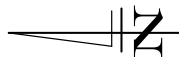
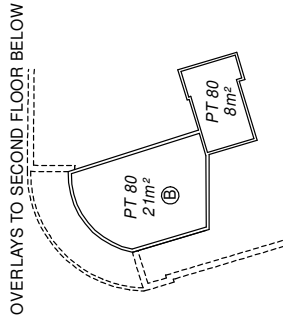
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All un-designated areas are common property.

Ⓢ denotes Balcony



SCALE 1:200 AT A3

0 10

THIRD FLOOR PLAN

For other parts of Lot 80 see Sheets 2, 8, 13 & 15.

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.

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All un-designated areas are common property.

Ⓢ denotes Balcony

| SURVEY-STRATA PLAN No. 31806 | | | | | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 55 | 30 | | | 70 | 25 | | |
| 56 | 30 | | | 71 | 25 | | |
| 57 | 30 | | | 72 | 25 | | |
| 58 | 30 | | | 73 | 25 | | |
| 59 | 30 | | | 74 | 25 | | |
| 60 | 30 | | | 75 | 19 | | |
| 61 | 30 | | | 76 | 24 | | |
| 62 | 30 | | | 77 | 14 | | |
| 63 | 30 | | | 78 | 19 | | |
| 64 | 30 | | | 79 | 20 | | |
| 65 | 30 | | | 80 | 40 | | |
| 66 | 30 | | | | | | |
| 67 | 22 | | | | | | |
| 68 | 22 | | | | | | |
| 69 | 25 | | | Aggregate | 1,000 | | |

DESCRIPTION OF PARCEL

Re-subdivision of Strata Lots 1 to 40 and common property on Strata Plan 31806 having the address of 8 South Street, Freemantle

**CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA**

I, **Gerald Major**, 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.

15-Dec-2016
Date



Gerald Major
2016.12.15
13:40:21 +08'00'
Signed

| SURVEY-STRATA PLAN No. | | | | 31806 | | | |
|------------------------------|-------------------|---------------------|------|------------------------------|-------------------|---------------------|------|
| 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 | Now Re-subdivided | | | 28 | Now Re-subdivided | | |
| 2 | Now Re-subdivided | | | 29 | Now Re-subdivided | | |
| 3 | Now Re-subdivided | | | 30 | Now Re-subdivided | | |
| 4 | Now Re-subdivided | | | 31 | Now Re-subdivided | | |
| 5 | Now Re-subdivided | | | 32 | Now Re-subdivided | | |
| 6 | Now Re-subdivided | | | 33 | Now Re-subdivided | | |
| 7 | Now Re-subdivided | | | 34 | Now Re-subdivided | | |
| 8 | Now Re-subdivided | | | 35 | Now Re-subdivided | | |
| 9 | Now Re-subdivided | | | 36 | Now Re-subdivided | | |
| 10 | Now Re-subdivided | | | 37 | Now Re-subdivided | | |
| 11 | Now Re-subdivided | | | 38 | Now Re-subdivided | | |
| 12 | Now Re-subdivided | | | 39 | Now Re-subdivided | | |
| 13 | Now Re-subdivided | | | 40 | Now Re-subdivided | | |
| 14 | Now Re-subdivided | | | 41 | 22 | | |
| 15 | Now Re-subdivided | | | 42 | 23 | | |
| 16 | Now Re-subdivided | | | 43 | 23 | | |
| 17 | Now Re-subdivided | | | 44 | 23 | | |
| 18 | Now Re-subdivided | | | 45 | 23 | | |
| 19 | Now Re-subdivided | | | 46 | 23 | | |
| 20 | Now Re-subdivided | | | 47 | 23 | | |
| 21 | Now Re-subdivided | | | 48 | 23 | | |
| 22 | Now Re-subdivided | | | 49 | 23 | | |
| 23 | Now Re-subdivided | | | 50 | 24 | | |
| 24 | Now Re-subdivided | | | 51 | 21 | | |
| 25 | Now Re-subdivided | | | 52 | 21 | | |
| 26 | Now Re-subdivided | | | 53 | 21 | | |
| 27 | Now Re-subdivided | | | 54 | 17 | | |

Continued Overleaf

FORM 3

page 1 of 2

| STRATA PLAN No. | | | | 31806 | | | |
|------------------------------|-------------------|---------------------|------|------------------------------|-------------------|---------------------|------|
| 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 | Now Re-subdivided | | | 28 | Now Re-subdivided | | |
| 2 | Now Re-subdivided | | | 29 | Now Re-subdivided | | |
| 3 | Now Re-subdivided | | | 30 | Now Re-subdivided | | |
| 4 | Now Re-subdivided | | | 31 | Now Re-subdivided | | |
| 5 | Now Re-subdivided | | | 32 | Now Re-subdivided | | |
| 6 | Now Re-subdivided | | | 33 | Now Re-subdivided | | |
| 7 | Now Re-subdivided | | | 34 | Now Re-subdivided | | |
| 8 | Now Re-subdivided | | | 35 | Now Re-subdivided | | |
| 9 | Now Re-subdivided | | | 36 | Now Re-subdivided | | |
| 10 | Now Re-subdivided | | | 37 | Now Re-subdivided | | |
| 11 | Now Re-subdivided | | | 38 | Now Re-subdivided | | |
| 12 | Now Re-subdivided | | | 39 | Now Re-subdivided | | |
| 13 | Now Re-subdivided | | | 40 | Now Re-subdivided | | |
| 14 | Now Re-subdivided | | | 41 | 22 | | |
| 15 | Now Re-subdivided | | | 42 | 23 | | |
| 16 | Now Re-subdivided | | | 43 | 23 | | |
| 17 | Now Re-subdivided | | | 44 | 23 | | |
| 18 | Now Re-subdivided | | | 45 | 23 | | |
| 19 | Now Re-subdivided | | | 46 | 23 | | |
| 20 | Now Re-subdivided | | | 47 | 23 | | |
| 21 | Now Re-subdivided | | | 48 | 23 | | |
| 22 | Now Re-subdivided | | | 49 | 23 | | |
| 23 | Now Re-subdivided | | | 50 | 24 | | |
| 24 | Now Re-subdivided | | | 51 | 21 | | |
| 25 | Now Re-subdivided | | | 52 | 21 | | |
| 26 | Now Re-subdivided | | | 53 | 21 | | |
| 27 | Now Re-subdivided | | | 54 | 17 | | |

SEE ANNEXURE D

Continued Overleaf

FORM 3

| STRATA PLAN No. | | | | 31806 | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 55 | 30 | | | 70 | 25 | | |
| 56 | 30 | | | 71 | 25 | | |
| 57 | 30 | | | 72 | 25 | | |
| 58 | 30 | | | 73 | 25 | | |
| 59 | 30 | | | 74 | 25 | | |
| 60 | 30 | | | 75 | 19 | | |
| 61 | 30 | | | 76 | 24 | | |
| 62 | 30 | | | 77 | 14 | | |
| 63 | 30 | | | 78 | 19 | | |
| 64 | 30 | | | 79 | 20 | | |
| 65 | 30 | | | 80 | 40 | | |
| 66 | 30 | | | | | | |
| 67 | 22 | SEE ANNEXURE D | | | | | |
| 68 | 22 | | | | | | |
| 69 | 25 | | | Aggregate | 1,000 | | |

DESCRIPTION OF PARCEL AND BUILDING

Re-subdivision of Strata Lots 1 to 40 and common property on Strata Plan 31806
having the address of 8 South Street, Fremantle 6160.

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **Kevin Sydney Johnson**, 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.

SEE ANNEXURE D

03-Mar-2011

Date



Digitally signed by Kevin S Johnson
DN: cn=Kevin S Johnson, c=AU,
o=K S Johnson and Associates,
email=kevin@ksjohnson
Date: 2011.03.03 17:41:07 +08'00'

Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 31806

DESCRIPTION OF PARCEL & BUILDING

RESUBDIVISION OF STRATA LOTS 1 TO 40 INCLUSIVE & COMMON PROPERTY
ON STRATA PLAN 31806. TWO MULTI STOREY BUILDINGS CONTAINING
38 RESIDENTIAL & 2 COMMERCIAL UNITS KNOWN AS VIA MARINA

CERTIFICATE OF LICENSED SURVEYOR

I, Stephen James BURNSIDE, 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)
40
on Strata Plan No. 31806 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*.



Digitally signed by Stephen James Burnside
DN: cn=Stephen James Burnside, o=Cottage, ou,
email=steve.burnside@cottage.com.au, c=AU
Date: 2016.12.12 10:48:02 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Form 7
Strata Titles Act 1985
Sections 5B(2), 8A(f), 23(1)

STRATA PLAN No. 31806

DESCRIPTION OF PARCEL AND BUILDING

RESUBDIVISION OF STRATA LOTS 1 TO 40 INCLUSIVE & COMMON PROPERTY
ON STRATA PLAN 31806. TWO MULTI STOREY BUILDINGS CONTAINING
38 RESIDENTIAL & 2 COMMERCIAL UNITS KNOWN AS VIA MARINA

CERTIFICATE OF LOCAL GOVERNMENT

..... CITY OF FREMANTLE, the local government hereby certifies that
in respect of the strata plan which relates to the parcel and building described
above (in this certificate called "the plan") —

- (1) ~~*(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building;~~
or
*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;
- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;
- ~~(3) 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 on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~
- (4) ~~*(a) any conditions imposed by the Western Australian Planning Commission have been complied with;~~
or
*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.

.....
~~Chief Executive Officer~~

21-6-2011
Date

*Delete if inapplicable
✓ **PRINCIPAL BUILDING SURVEYOR**
AUTHORISED DELEGATE UNDER
SECTION 23(5) OF THE STRATA
TITLES ACT 1985

FORM 26

LG Ref.
WAPC Ref.

STRATA PLAN NO 31806

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
09-Mar-2011 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—~~

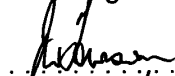
Property Description: Lot (or Strata Plan) No.
Strata Lots 1 - 40 inc on SP31806
.....
Location
8 South Street
.....
Locality
Fremantle
.....
Local Government
City of Fremantle

Lodged by: Cottage & Engineering Surveys

Date: 09-Mar-2011

.....

For Chairman, Western Australian
Planning Commission


Date 10/05/2011

(*To be deleted as appropriate.)

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

PURPOSE

G Sack

REGISTRAR OF TITLES

MANAGEMENT STATEMENT ~~YES~~ NO

SEE 'ANNEXURE 'A'

Scale.....:

[illegible]

CERTIFICATE OF LICENSED VALUER

I, being a Licensed Valuer licensed under the Land Valuers Licensing Act 1978 do hereby certify that the unit entitlement of each Lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all Lots delineated on the strata plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the capital value of that Lot bears to the aggregate capital value of all the Lots delineated on the plan.

.....
Date

Signed

SCALE 1 : 600

FORM 3

| ANNEXURE... B... | | | STRATA/SURVEY STRATA PLAN No..... | | 31806 | | |
|------------------------------|------------------|--|-----------------------------------|---------------------------------|--|----------|------|
| Schedule of Unit Entitlement | | Office Use Only Current Cs of Title | | Schedule of Unit Entitlement | Office Use Only Current Cs of Title | | |
| Lot No | Unit Entitlement | Vol. | Fol. | Lot No | Unit Entitlement | Vol. | Fol. |
| 1 | 22 | 2087-701 | | 32 | 25 | 2087-732 | |
| 2 | 23 | 2087-702 | | 33 | 25 | 2087-733 | |
| 3 | 23 | 2087-703 | | 34 | 25 | 2087-734 | |
| 4 | 23 | 2087-704 | | 35 | 19 | 2087-735 | |
| 5 | 23 | 2087-705 | | 36 | 24 | 2087-736 | |
| 6 | 23 | 2087-706 | | 37 | 14 | 2087-737 | |
| 7 | 23 | 2087-707 | | 38 | 19 | 2087-738 | |
| 8 | 23 | 2087-708 | | 39 | 20 | 2087-739 | |
| 9 | 23 | 2087-709 | | 40 | 40 | 2087-740 | |
| 10 | 24 | 2087-710 | | Aggregate | 1000 | | |
| 11 | 21 | 2087-711 | | | | | |
| 12 | 21 | 2087-712 | | | | | |
| 13 | 21 | 2087-713 | | | | | |
| 14 | 17 | 2087-714 | | | | | |
| 15 | 30 | 2087-715 | | | | | |
| 16 | 30 | 2087-716 | | | | | |
| 17 | 30 | 2087-717 | | | | | |
| 18 | 30 | 2087-718 | | | | | |
| 19 | 30 | 2087-719 | | | | | |
| 20 | 30 | 2087-720 | | | | | |
| 21 | 30 | 2087-721 | | | | | |
| 22 | 30 | 2087-722 | | | | | |
| 23 | 30 | 2087-723 | | | | | |
| 24 | 30 | 2087-724 | | | | | |
| 25 | 30 | 2087-725 | | | | | |
| 26 | 30 | 2087-726 | | | | | |
| 27 | 22 | 2087-727 | | | | | |
| 28 | 22 | 2087-728 | | | | | |
| 29 | 25 | 2087-729 | | | | | |
| 30 | 25 | 2087-730 | | | | | |
| 31 | 25 | 2087-731 | | Aggregate | | | |

CERTIFICATE OF LICENSED VALUER STRATA/SURVEY STRATA

I, **Antonio Bonavita**, 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 bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5 per cent more or 5 per cent 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.

.....
Date

.....
Signed

STRATA PLAN No. 31806

DESCRIPTION OF PARCEL AND BUILDING

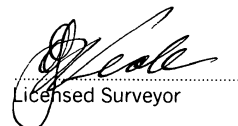
THIRTY EIGHT RESIDENTIAL AND TWO COMMERCIAL UNITS CONTAINED
IN TWO BRICK, LIMESTONE AND IRON BUILDINGS OF THREE
FLOORS AND BASEMENT LOCATED ON LOT 10 ON DIAGRAM
87685 BEING CONTAINED IN CERTIFICATE OF TITLE VOLUME
2072 FOLIO 531

THE POSTAL ADDRESS IS 8 SOUTH STREET FREMANTLE 6160

CERTIFICATE OF SURVEYOR

I, PETER J. NEALE, being a licensed surveyor registered
under the Licensed Surveyors Act 1909, as amended, hereby 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 referred to above 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} thereto, 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 registered as an appurtenance of the parcel.~~

16.7.96
Date
Delete whichever is inapplicable


Licensed Surveyor

CERTIFICATE OF LOCAL ^{GOVERNMENT.} AUTHORITY

CITY OF FREMANTLE, the local ^{GOVERNMENT} authority hereby
certifies that— in respect of the strata plan which relates to the parcel and building described above
(in this certificate called the plan) ^{SHOWN ON THE PLAN HAVE}
(1) (a) ^{APPROVED} the building and the parcel referred to above has been inspected and that it is
consistent with the building plans and specifications in respect of the building ~~thereof~~
~~that have been approved by the local authority; or~~
(b) ~~the building has been inspected and the modification is consistent with the approved
building plans and specifications relating to the modification;~~
(2) the building, in the opinion of the local ^{GOVERNMENT} authority, is of sufficient standard ~~and suitable~~ to be
~~divided into lots pursuant to the Strata Titles Act 1985;~~
(3) where a part of a wall or building or material attached ^{TO A WALL OR BUILDING} thereto, encroaches beyond the
external surface boundaries of the parcel on to a public road, street or way the Local
^{GOVERNMENT} authority is of the opinion that retention of the encroachment in its existing state will not
endanger public safety or unreasonably interfere with the amenity of the neighbourhood
and the local ^{GOVERNMENT} authority does not object to the encroachment; ~~AND~~
(4) (a) any conditions imposed by the ^{WESTERN AUSTRALIAN} State Planning Commission have been complied with;
(b) ~~the within strata scheme is exempt from the requirement of approval by the State
Planning Commission.~~

11/7/96
Date
Delete whichever is inapplicable


Town/Shire Clerk

E76327/6/90-2M-S/7654

STRATA PLAN No. **31806****STRATA TITLES ACT 1985**~~WESTERN AUSTRALIAN PLANNING COMMISSION~~**CERTIFICATE OF APPROVAL BY ~~STATE PLANNING COMMISSION~~
TO A STRATA PLAN**~~WESTERN AUSTRALIAN PLANNING COMMISSION~~

It is hereby certified that the approval of the ~~State Planning Commission~~ has been granted pursuant to the provisions of abovementioned Act to:

- * (i) the Strata Plan submitted on
..... and relating to the property described below;

- (ii) to the sketch submitted on **15 APR 1996**
of the proposed subdivision of the property described below into lots on a Strata Plan subject to the following conditions:

Property Description: Whole/~~Part~~ Lot(s) **10**
Location(s) **FREMANTLE TOWN LOTS**
Town **FREMANTLE**
Local Authority District **CITY OF FREMANTLE**
Property Owner **ANILIA PTY LTD & CLINTWAY PTY LTD**



For Chairman,

STATE PLANNING COMMISSION

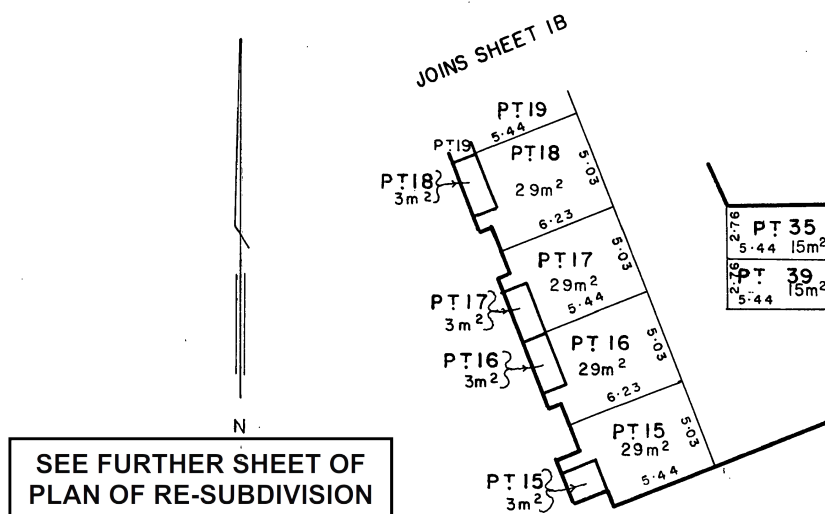
~~WESTERN AUSTRALIAN PLANNING COMMISSION~~

Date **21 MAY 1996**

(*To be deleted as appropriate)

STRATA PLAN No. 31806
BASEMENT FLOOR

NOW RE-SUBDIVIDED



STRATUM OF ALL PART LOTS ON THIS FLOOR PLAN EXTEND FROM THE UPPER SURFACE LEVEL OF THE FLOOR TO THE UNDER SURFACE LEVEL OF THE GROUND FLOOR SLAB.

ALL DISTANCES ARE FROM THE INTERNAL FACES OF WALLS.

INTERNAL FACES OF WALLS ARE THE BOUNDARIES EXCEPT FOR COMMON WALLS WHERE CENTRELINE OF WALLS IS THE BOUNDARIES.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR OTHER PARTS OF LOTS 14, 27 AND 28 SEE SHEETS 2A AND 2B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 15 - 26(inc.) SEE SHEETS 2A, 2B, 3A, 3B, 4A AND 4B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 35 - 38(inc.) SEE SHEETS 3A AND 3B OF 4 SHEETS.

FOR OTHER PARTS OF LOT 39 SEE SHEETS 4A AND 4B OF 4 SHEETS.

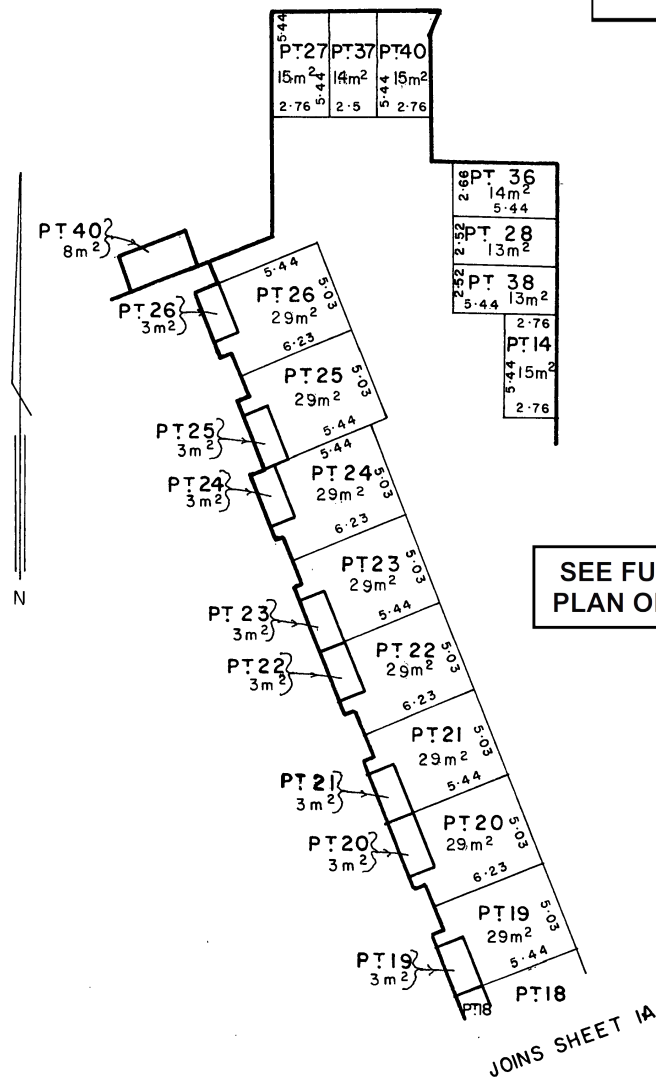
FOR OTHER PARTS OF LOT 40 SEE SHEETS 2B, 3B AND 4B OF 4 SHEETS.

Scale 1 : 300

CP39567-4/95-1000

STRATA PLAN No. 31806
BASEMENT FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

FOR STRATUM OF LOTS SEE SHEET 1A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 19 - 26(inc.) AND 40 SEE SHEETS 2A, 3A AND 4A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 14 SEE SHEET 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 27 AND 28 SEE SHEET 2B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 36 AND 37 SEE SHEET 3B OF 4 SHEETS.

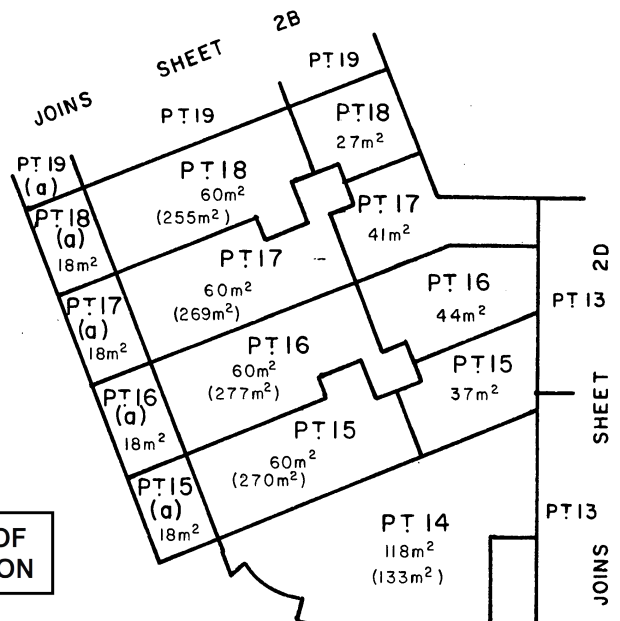
FOR OTHER PARTS OF LOT 38 SEE SHEETS 3B AND 4B OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806
GROUND FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

STRATUM OF ALL PART LOTS EXTENDS FROM THE UNDER SURFACE LEVEL OF THE GROUND FLOOR SLAB TO A HEIGHT OF 20 METRES AND INCLUDES ALL CONCRETE FLOOR SLABS AND BALCONIES, BUT EXCLUDES ROOFS, EXCEPT FOR LOTS 1 - 14 (inc.), 27 - 34(inc.) AND THOSE PARTS OF LOTS 15 - 26(inc.) DESIGNATED (a).

STRATUM OF LOTS 1 - 13(inc.) AND 29 - 34(inc.) EXTEND FROM 5 METRES BELOW TO 20 METRES ABOVE THE UPPER SURFACE LEVEL OF THE GROUND FLOOR LEVEL AND INCLUDES ALL CONCRETE FLOOR SLABS AND BALCONIES, BUT EXCLUDES ALL ROOFS.

STRATUM OF LOTS 14, 27, 28 AND 40 EXTEND FROM THE UNDER SURFACE LEVEL OF THE GROUND FLOOR CONCRETE SLAB TO THE CENTRELINE OF THE FIRST FLOOR CONCRETE SLAB.

STRATUM OF THE PART LOTS 15 - 26(inc.) DESIGNATED (a) EXTEND FROM THE UPPER PAVED SURFACE LEVEL TO A HEIGHT OF 20 METRES EXCEPT WHERE COVERED.

ALL DISTANCES ARE FROM THE BOUNDARIES OR EXTERNAL FACES OF WALLS.

ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

EXTERNAL FACES OF WALLS ARE THE BOUNDARIES EXCEPT FOR COMMON WALLS WHERE CENTRELINE OF WALLS ARE THE BOUNDARIES.

FOR OTHER PARTS OF LOTS 1 - 13(inc.) SEE SHEETS 3C AND 3D OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 14, 27 AND 28 SEE SHEET 1B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 15 - 26(inc.) SEE SHEETS 1A, 1B, 3A, 3B, 4A AND 4B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 29 - 34(inc.) SEE SHEETS 3B, 3C, 4B AND 4C OF 4 SHEETS.

FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 3B AND 4B OF 4 SHEETS.

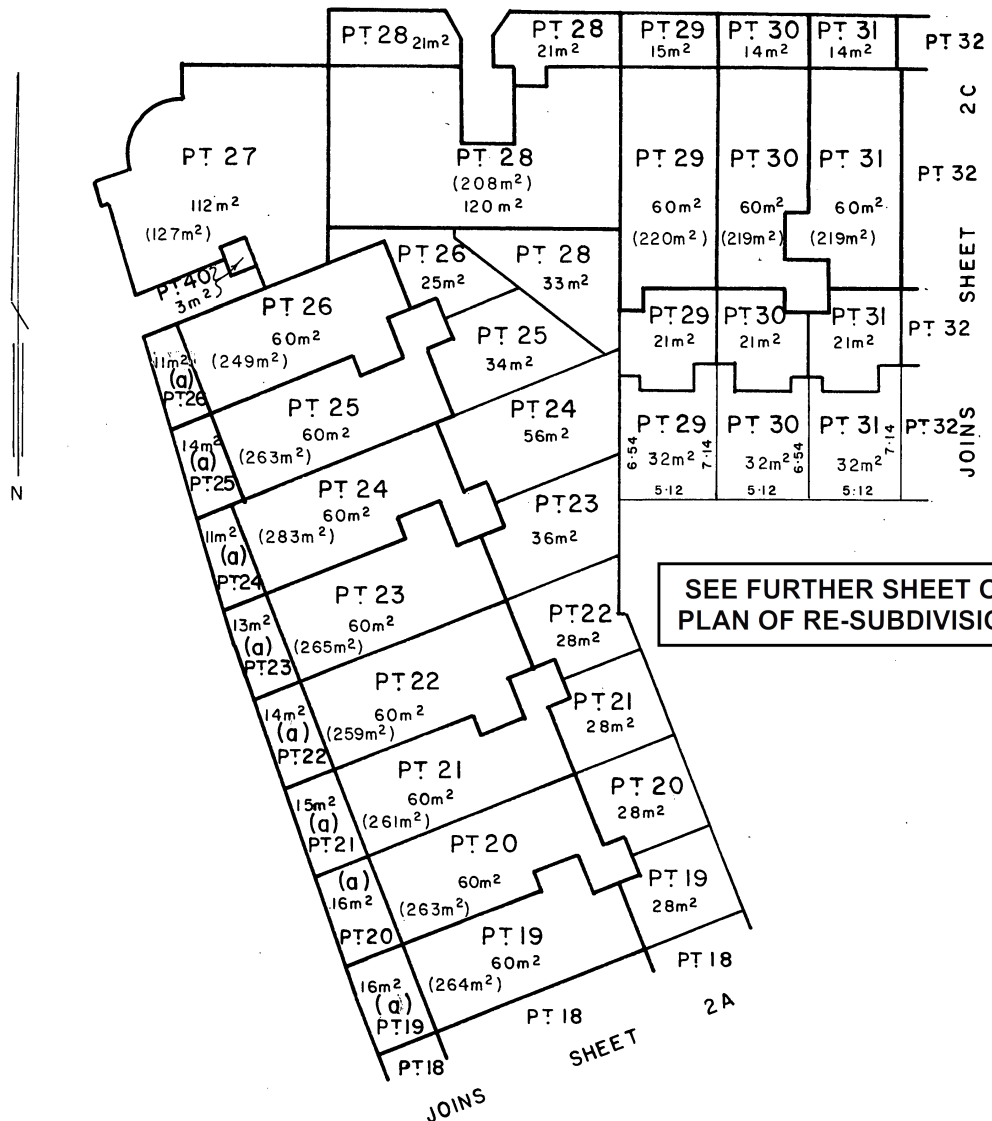
Scale 1 : 300

BS3016/9/95-1.5M

STRATA PLAN No. **31806**

GROUND FLOOR

NOW RE-SUBDIVIDED



FOR STRATUMS SEE SHEETS 1A AND 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 27 AND 28 SEE SHEET 1B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 19 - 26(inc.) SEE SHEETS 1B, 3B AND 4B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 29 - 31(inc.) SEE SHEETS 3B AND 4B OF 4 SHEETS.

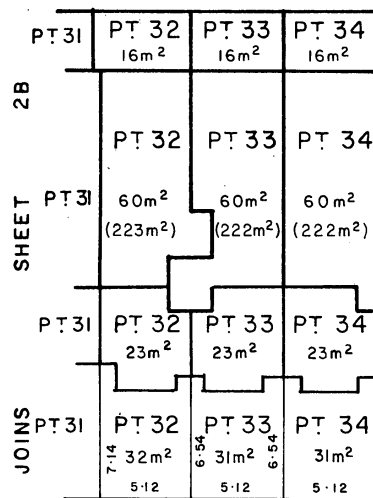
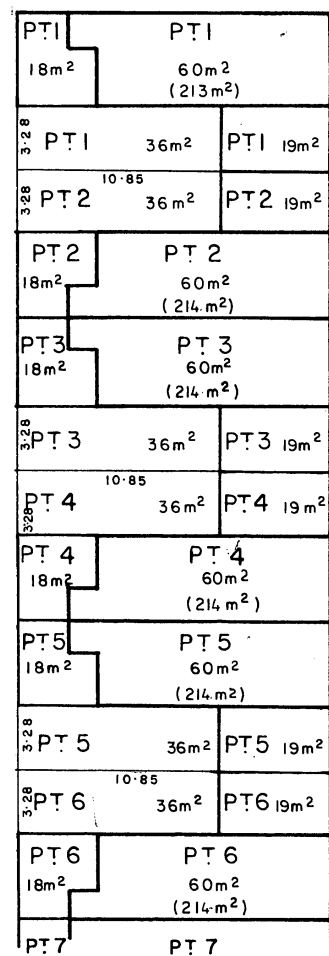
FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 3B AND 4B OF 4 SHEETS.

Scale 1 : 300

STRATA PLAN No. 31806

GROUND FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

JOINS SHEET 2D

FOR STRATUMS SEE SHEET 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 1 - 6(inc.) SEE SHEET 3C OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 32 - 34(inc.) SEE SHEETS 3C AND 4C OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806
GROUND FLOOR

NOW RE-SUBDIVIDED

N
SHEET 2A
JOINS

| | | | | | | | |
|-------|----------------------|----------------------|----------------------|-------|------------------|-------|------------------|
| PT 17 | 4.77 | PT 13 | 4.77 | PT 12 | 4.77 | PT 11 | 4.77 |
| PT 16 | 28m ² | 5.53 | 28m ² | 6.34 | 28m ² | PT 13 | 25m ² |
| PT 15 | PT 13 | PT 12 | PT 11 | PT 14 | PT 13 | PT 12 | PT 11 |
| PT 14 | 60m ² | 60m ² | 60m ² | PT 13 | 14m ² | PT 12 | 14m ² |
| | (204m ²) | (204m ²) | (200m ²) | PT 11 | 14m ² | PT 10 | 19m ² |
| | | | | PT 10 | 36m ² | PT 9 | 19m ² |
| | | | | PT 9 | 18m ² | PT 8 | 19m ² |
| | | | | PT 8 | 18m ² | PT 7 | 19m ² |
| | | | | PT 7 | 18m ² | PT 6 | 18m ² |

JOINS SHEET 2C

| | | | |
|-------|------------------|------------------|----------------------|
| PT 6 | PT 6 | PT 7 | PT 7 |
| PT 7 | 18m ² | 60m ² | (213m ²) |
| PT 7 | 36m ² | PT 7 | 19m ² |
| PT 8 | 36m ² | PT 8 | 19m ² |
| PT 8 | 18m ² | PT 8 | 60m ² |
| PT 9 | 18m ² | PT 9 | 60m ² |
| PT 9 | 36m ² | PT 9 | 19m ² |
| PT 10 | 36m ² | PT 10 | 19m ² |
| PT 10 | 18m ² | PT 10 | 60m ² |
| | | PT 10 | (213m ²) |

FOR STRATUMS SEE SHEET 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 7 - 13(inc.) SEE SHEET 3D OF 4 SHEETS.

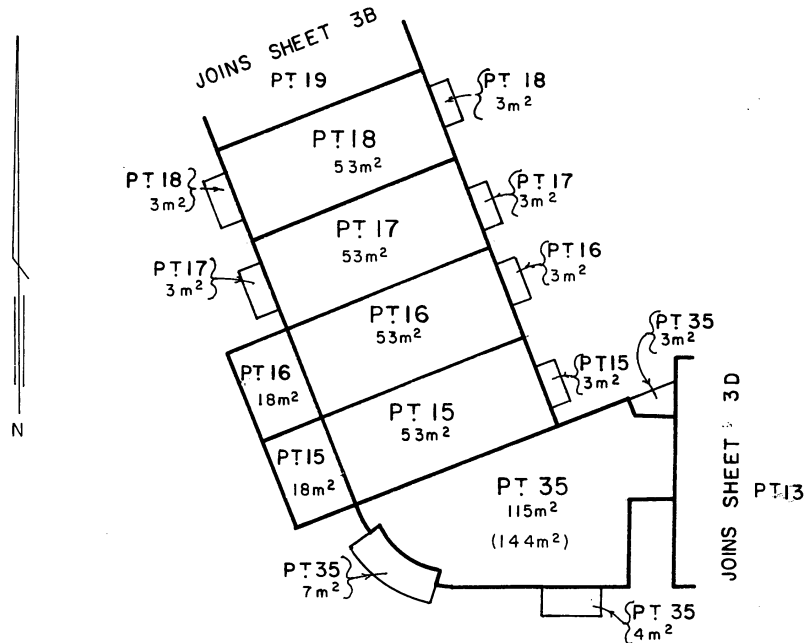
SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806
FIRST FLOORSEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

NOW RE-SUBDIVIDED



FOR STRATUMS OF LOTS 1 - 13(inc.) AND 29 - 34(inc.) SEE SHEET 2A OF 4 SHEETS.

FOR STRATUMS OF LOTS 15 - 26(inc.) SEE SHEETS 1A AND 2A OF 4 SHEETS.

STRATUM OF PART LOTS 35 - 37(inc.) AND LOT 40 EXTENDS FROM THE CENTRELINE OF THE FIRST FLOOR CONCRETE SLAB TO THE CENTRELINE OF THE SECOND FLOOR CONCRETE SLAB.

STRATUM OF PART LOT 38 EXTENDS FROM THE CENTRELINE OF THE FIRST FLOOR CONCRETE SLAB TO A HEIGHT OF 20 METRES AND INCLUDES ALL CONCRETE FLOOR SLABS AND BALCONIES, BUT EXCLUDES ROOFS.

ALL DISTANCES ARE FROM BOUNDARIES OR EXTERNAL FACES OF WALLS.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

EXTERNAL FACES OF WALLS ARE THE BOUNDARIES EXCEPT FOR COMMON WALLS WHERE CENTRELINE OF WALLS IS THE BOUNDARIES.

FOR OTHER PARTS OF LOTS 1 - 13(inc.) SEE SHEETS 2C AND 2D OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 15 - 26(inc.) SEE SHEETS 1A, 1B, 2A, 2B, 4A AND 4B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 29 - 34(inc.) SEE SHEETS 2B, 2C, 4B AND 4C OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 35 - 38(inc.) SEE SHEETS 1A and 1B OF 4 SHEETS.

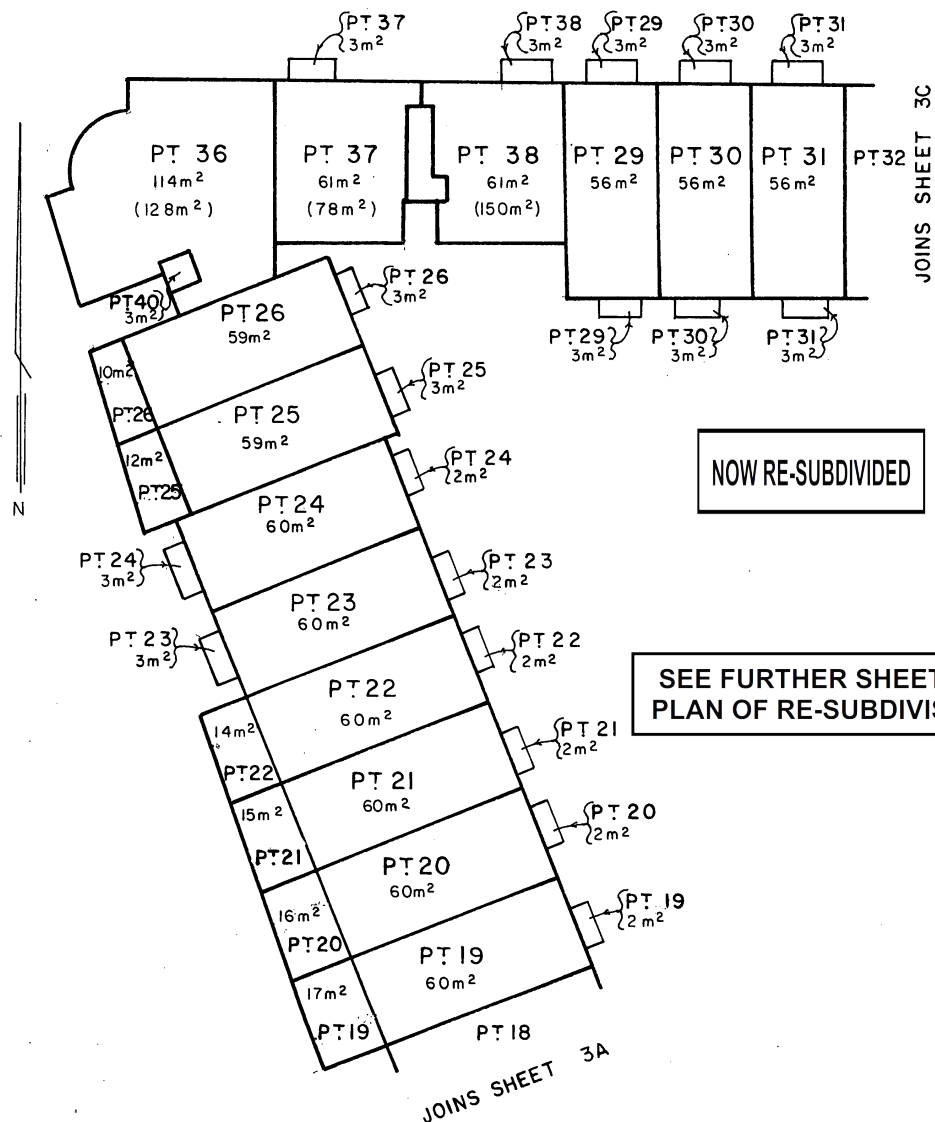
FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 2B AND 4B OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806

FIRST FLOOR



FOR STRATUMS SEE SHEETS 1A, 2A AND 3A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 19 - 26(inc.) SEE SHEETS 1B, 2B AND 4B OF 4 SHEETS

FOR OTHER PARTS OF LOTS 29 - 31(inc.) SEE SHEETS 2B AND 4B OF 4 SHEETS.

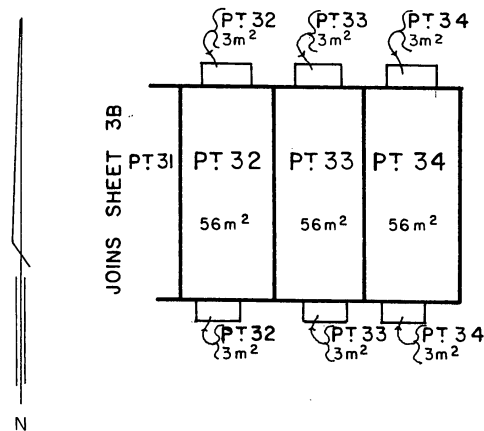
FOR OTHER PARTS OF LOTS 36 AND 37 SEE SHEET 1B OF 4 SHEETS.

FOR OTHER PARTS OF LOT 38 SEE SHEETS 1B AND 4B OF 4 SHEETS.

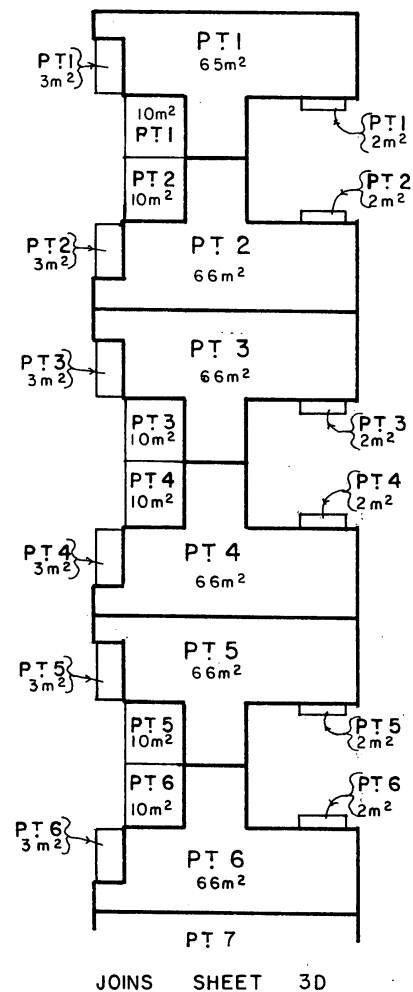
FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 2B AND 4B OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806
FIRST FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

FOR STRATUMS SEE SHEET 2A OF 4 SHEETS

FOR OTHER PARTS OF LOTS 1 - 6(inc.) SEE SHEET 2C OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 32 - 34(inc.) SEE SHEETS 2C AND 4C OF 4 SHEETS.

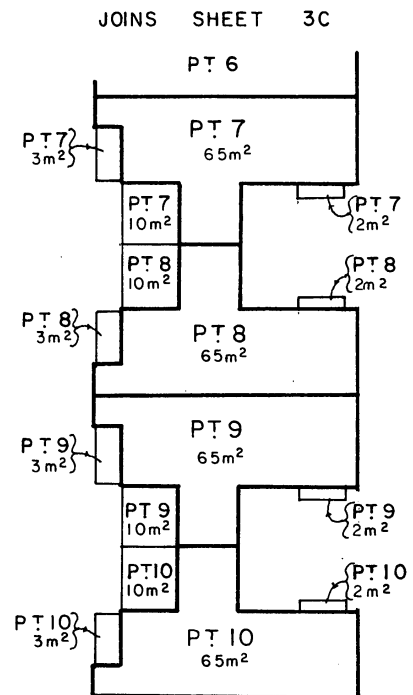
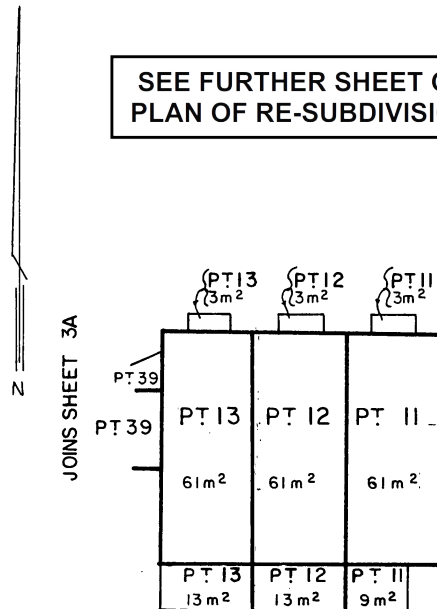
Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806

FIRST FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

FOR STRATUMS SEE SHEET 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 7 - 13(inc.) SEE SHEET 2D OF 4 SHEETS.

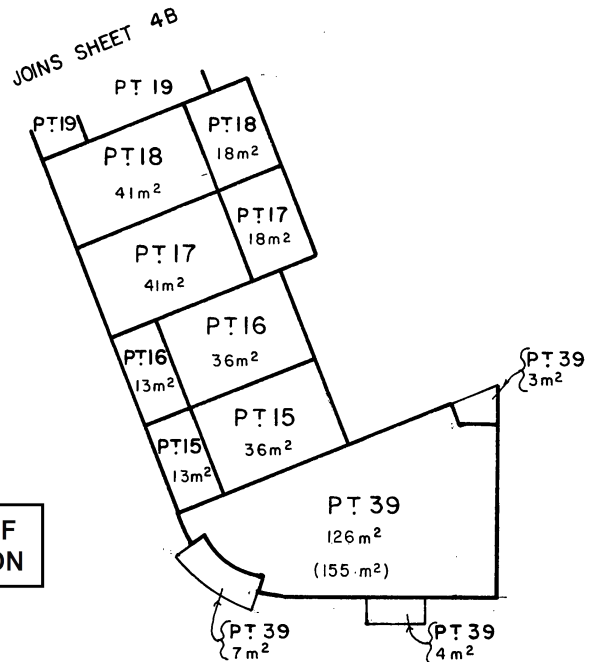
Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806

SECOND FLOOR

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

FOR STRATUMS OF LOTS 15 - 26(inc.) SEE SHEETS 1A AND 2A OF 4 SHEETS.

FOR STRATUMS OF LOTS 29 - 34(inc.) SEE SHEET 2A OF 4 SHEETS.

FOR STRATUMS OF LOT 38 SEE SHEET 3A OF 4 SHEETS.

STRATUM OF LOTS 39 AND 40 EXTENDS FROM THE CENTRELINE OF THE SECOND FLOOR CONCRETE SLAB TO A HEIGHT OF 20 METRES AND INCLUDING WHERE COVERED.

ALL DISTANCES ARE FROM BOUNDARIES AND EXTERNAL FACES OF WALLS.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

EXTERNAL FACES OF WALLS ARE THE BOUNDARIES EXCEPT FOR COMMON WALLS WHERE THE CENTRELINE OF WALLS IS THE BOUNDARIES.

FOR OTHER PARTS OF LOTS 15 - 26(inc.) SEE SHEETS 1A, 1B, 2A, 2B, 3A AND 3B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 29 - 34(inc.) SEE SHEETS 2B, 2C, 3B AND 3C OF 4 SHEETS.

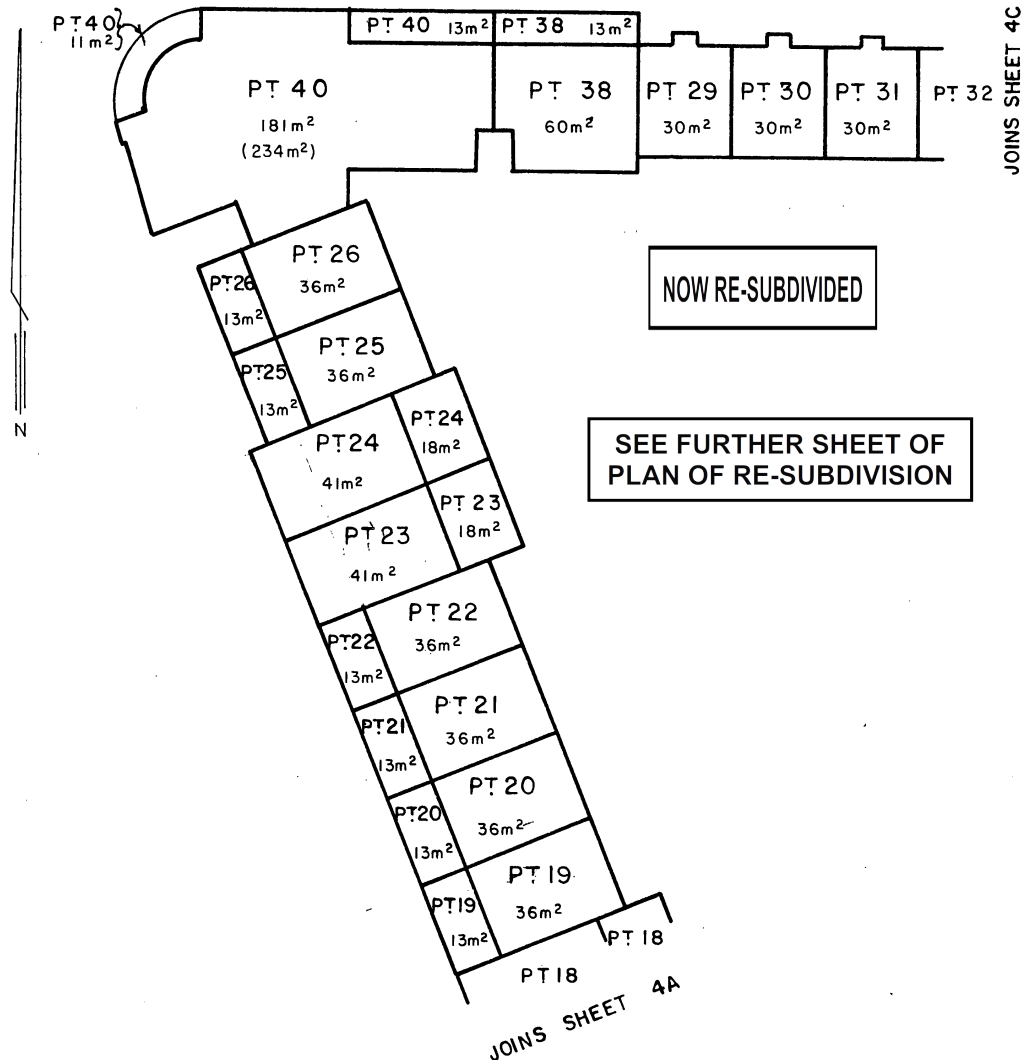
FOR OTHER PARTS OF LOT 38 SEE SHEETS 1B AND 3B OF 4 SHEETS.

FOR OTHER PARTS OF LOT 39 SEE SHEET 1A OF 4 SHEETS.

FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 2B AND 3B OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806
SECOND FLOOR

FOR STRATUMS SEE SHEETS 1A, 2A AND 3A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 19 - 26 SEE SHEETS 1B, 2B AND 3B OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 29 - 31(inc.) SEE SHEETS 2B AND 3B OF 4 SHEETS.

FOR OTHER PARTS OF LOT 38 SEE SHEETS 1B AND 3B OF 4 SHEETS.

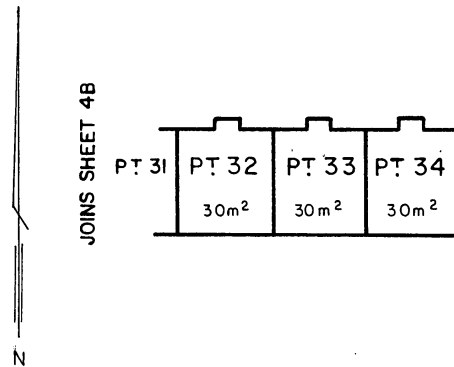
FOR OTHER PARTS OF LOT 40 SEE SHEETS 1B, 2B AND 3B OF 4 SHEETS.

Scale 1 : 300

41445/6/85-1M-S/7658

STRATA PLAN No. 31806

SECOND FLOOR



FOR STRATUMS SEE SHEET 2A OF 4 SHEETS.

FOR OTHER PARTS OF LOTS 32 - 34(inc.) SEE SHEETS 2C AND 3C OF 4 SHEETS.

NOW RE-SUBDIVIDED

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

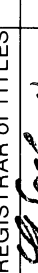
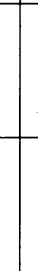
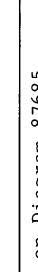
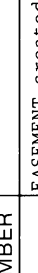
Scale 1 : 300

41445/6/85—1M—S/7658

SCHEDULE OF REGISTERED PROPRIETORS

[illegible]

SCHEDULE OF ENCUMBRANCES, ETC.

| INSTRUMENT | | PARTICULARS | REGIST'D | SIGNATURE OF REGISTRAR OF TITLES | CANCELLATION | | |
|--------------|---------|--|-----------|--|--------------|--|--|
| NATURE | NUMBER | | | | | | |
| Notification | G348774 | EASEMENT created on Diagram 87685. | 11.12.96 |  | | | |
| Notification | G348775 | Notification of change of by-laws Notification of change of by-laws | 11.12.96 |  | | | |
| Application | G301958 | Pursuant to Section 27A(4) of the Town Planning & Development Act 1928 the easement as shown on Diagram 87685 is hereby extinguished, as to the portion defined in the sketch therein. | 11.10.96 |  | | | |
| Notification | L937281 | Notification of change of by-laws | 16.5.2012 |  | | | |

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SIGNATURE OF THE REGISTRAR OF TITLES ARE CANCELLED

CP39579/4/95-1M

Strata Plan 31806

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 1 | 2087/701 (Cancelled) | Retired | |
| 2 | 2087/702 (Cancelled) | Retired | |
| 3 | 2087/703 (Cancelled) | Retired | |
| 4 | 2087/704 (Cancelled) | Retired | |
| 5 | 2087/705 (Cancelled) | Retired | |
| 6 | 2087/706 (Cancelled) | Retired | |
| 7 | 2087/707 (Cancelled) | Retired | |
| 8 | 2087/708 (Cancelled) | Retired | |
| 9 | 2087/709 (Cancelled) | Retired | |
| 10 | 2087/710 (Cancelled) | Retired | |
| 11 | 2087/711 (Cancelled) | Retired | |
| 12 | 2087/712 (Cancelled) | Retired | |
| 13 | 2087/713 (Cancelled) | Retired | |
| 14 | 2087/714 (Cancelled) | Retired | |
| 15 | 2087/715 (Cancelled) | Retired | |
| 16 | 2087/716 (Cancelled) | Retired | |
| 17 | 2087/717 (Cancelled) | Retired | |
| 18 | 2087/718 (Cancelled) | Retired | |
| 19 | 2087/719 (Cancelled) | Retired | |
| 20 | 2087/720 (Cancelled) | Retired | |
| 21 | 2087/721 (Cancelled) | Retired | |
| 22 | 2087/722 (Cancelled) | Retired | |
| 23 | 2087/723 (Cancelled) | Retired | |
| 24 | 2087/724 (Cancelled) | Retired | |
| 25 | 2087/725 (Cancelled) | Retired | |
| 26 | 2087/726 (Cancelled) | Retired | |
| 27 | 2087/727 (Cancelled) | Retired | |
| 28 | 2087/728 (Cancelled) | Retired | |
| 29 | 2087/729 (Cancelled) | Retired | |
| 30 | 2087/730 (Cancelled) | Retired | |
| 31 | 2087/731 (Cancelled) | Retired | |
| 32 | 2087/732 (Cancelled) | Retired | |
| 33 | 2087/733 (Cancelled) | Retired | |
| 34 | 2087/734 (Cancelled) | Retired | |
| 35 | 2087/735 (Cancelled) | Retired | |
| 36 | 2087/736 (Cancelled) | Retired | |
| 37 | 2087/737 (Cancelled) | Retired | |
| 38 | 2087/738 (Cancelled) | Retired | |
| 39 | 2087/739 (Cancelled) | Retired | |
| 40 | 2087/740 (Cancelled) | Retired | |
| 41 | 2916/585 | Registered | |
| 42 | 2916/586 | Registered | |
| 43 | 2916/587 | Registered | |
| 44 | 2916/588 | Registered | |
| 45 | 2916/589 | Registered | |

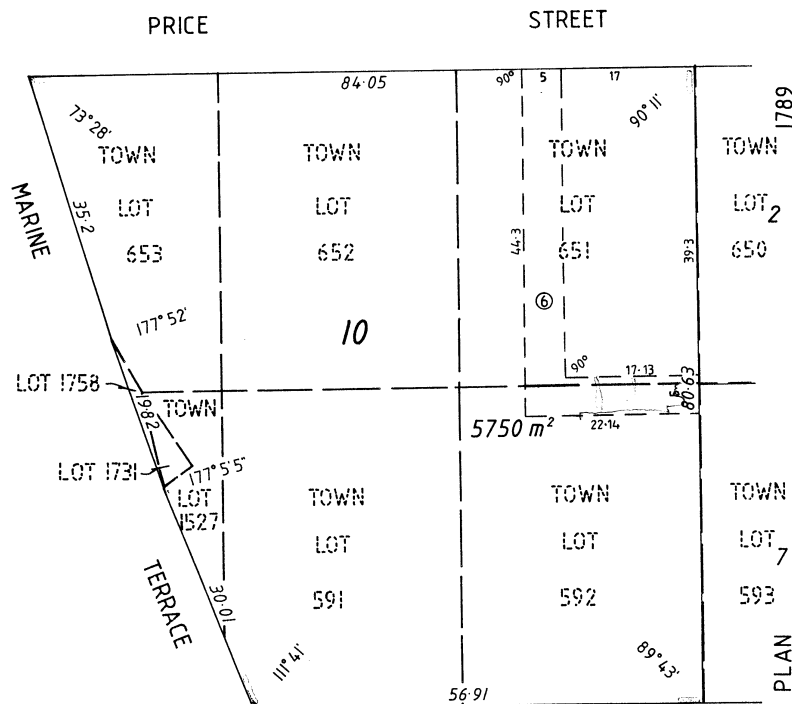
Strata Plan 31806

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 46 | 2916/590 | Registered | |
| 47 | 2916/591 | Registered | |
| 48 | 2916/592 | Registered | |
| 49 | 2916/593 | Registered | |
| 50 | 2916/594 | Registered | |
| 51 | 2916/595 | Registered | |
| 52 | 2916/596 | Registered | |
| 53 | 2916/597 | Registered | |
| 54 | 2916/598 | Registered | |
| 55 | 2916/599 | Registered | |
| 56 | 2916/600 | Registered | |
| 57 | 2916/601 | Registered | |
| 58 | 2916/602 | Registered | |
| 59 | 2916/603 | Registered | |
| 60 | 2916/604 | Registered | |
| 61 | 2916/605 | Registered | |
| 62 | 2916/606 | Registered | |
| 63 | 2916/607 | Registered | |
| 64 | 2916/608 | Registered | |
| 65 | 2916/609 | Registered | |
| 66 | 2916/610 | Registered | |
| 67 | 2916/611 | Registered | |
| 68 | 2916/612 | Registered | |
| 69 | 2916/613 | Registered | |
| 70 | 2916/614 | Registered | |
| 71 | 2916/615 | Registered | |
| 72 | 2916/616 | Registered | |
| 73 | 2916/617 | Registered | |
| 74 | 2916/618 | Registered | |
| 75 | 2916/619 | Registered | |
| 76 | 2916/620 | Registered | |
| 77 | 2916/621 | Registered | |
| 78 | 2916/622 | Registered | |
| 79 | 2916/623 | Registered | |
| 80 | 2916/624 | Registered | |

| LAND DESCRIPTION | ON | CERTIFICATE OF TITLE | FIELD BOOK | DIA 87685 |
|---|--|-----------------------|------------|--------------------------------|
| LOTS 3 & 4 OF FREMANTLE TOWN LOT 651, LOTS 5 & 6 OF FREMANTLE TOWN LOT 592, FREEMANTLE TOWN LOTS 652 & 1527, FREEMANTLE LOTS 1731 & 1758 & PT FREEMANTLE TOWN LOTS 591 & 653. | PLAN 1789, CS. FREMANTLE ROLL SHEET 1, DIAGRAM CS 20026, 59105 & 60389 INDEX BG 34 (1) 13.24 PUBLIC BG 34 (2) 07.12 | VOLUME 1147 FOLIO 970 | | TOTAL AREA 5750 m ² |

LOCALITY: FREMANTLE
LOCAL AUTHORITY: CITY OF FREMANTLE

LIMITED IN DEPTH TO 60.96 METRES AS TO TOWN LOT 1527 & LOTS 1731 & 1758



I, **KEITH M. DUFFY**, hereby certify that:
(a) this plan of survey is a correct and accurate representation of the survey (s) for the subject land; and
(b) this plan conforms with the relevant law in relation to which it is lodged.
DATE **21/9/1994** LICENSED SURVEYOR **Keith M. Duffy**

SOUTH STREET

RE-CERTIFIED CORRECT
(FOR ADDITION OF 27A EASEMENT)

for INSPECTOR OF PLANS & SURVEYS
DATE **17.11.94**

COMPILED FROM PLAN 1789, DIA. 2415 & C.S. DIA. 59105 & 60389

JOHN BULLOCK & ASSOCIATES
CONSULTING LAND SURVEYORS
88 Thomas Street, West Perth
Phone: 321 3785 Fax: 321 3840

⑥ EASEMENT IN FAVOUR OF WAWA UNDER
SECTION 27A T.P. & D. ACT REG. 6 (SEWERAGE)

0 10 20 30 40 50

| | | | | | | | |
|--|--|--|--|---|--|--|--|
| SURVEYOR'S CERTIFICATE REG 54 I hereby certify that: (a) this plan of survey is a correct and accurate representation of the survey carried out by me personally/under my own personal supervision, inspection and field check, and recorded in field books lodged for the purposes of this plan of survey; (b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and (c) this survey and this plan of survey are in strict accordance with the requirements of the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged. COMPILED Licensed Surveyor Date Licensed Surveyor Date | | APPROVED BY STATE PLANNING COMMISSION FILE 94516 Ernest Jones For Chairman DATE 5-1-95 PLANNING AND DEVELOPMENT 3 JAN 1995 FILE 94516 | | LODGED DATE 29. 9. 94 FEE PAID \$208 ASSESSMENT NO 68539 EXAMINED 31.10.94 DOCKET PLAN/DIAGRAM 20184 CERTIFIED CORRECT 8.11.94 F.S.C. No. | | SCALE 1:600 ALL DISTANCES ARE IN METRES IN ORDER FOR DEALINGS SUBJECT TO SECTION 27(a) OF THE T.P. & D. Act. APPROVED 24.4.96 APPROVED Date Inspector of Plans and Surveys OFFICE OF TITLES DIAGRAM 87685 | |
|--|--|--|--|---|--|--|--|

Diagram 87685

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 10 | SP31806 | Strata'd | |


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.

G 348774 AE
 11 Dec, 1996 12:21 Perth



REG. \$ 60.00

TIME CLOCK

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JOHN DETHRIDGE & CO

ADDRESS 3 NORFOLK ST FREMANTLE

PHONE No. 336 1166 FAX No. 430 4934

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

ENDORISING INSTRUCTION

EXAMINED

05390/1/92-5M-OC/664

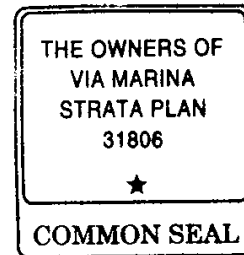
INITIALS OF
SIGNING
OFFICER**REGISTRAR OF TITLES**

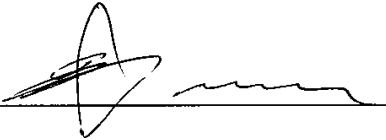
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.


11



The Common Seal of
The Owners of Via Marina
was hereunto affixed on
the 3RD day of DECEMBER 1996
in the presence of



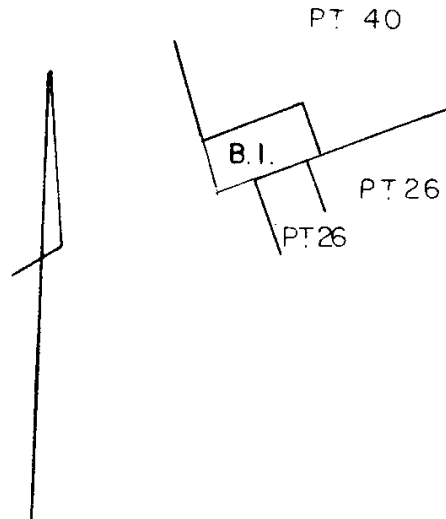

_____ L.H.


_____ M.S.
(Members of the Council)

APPENDIX A

SHEET 4 OF 4 SHEETS

SECOND FLOOR



SKETCH OF EXCLUSIVE USE AREA FOR
THE OWNERS OF VIA MARINA SP 31806
8 SOUTH STREET FREMANTLE
SCALE 1:300

INITIALS

L.H. *A*
N.S. *CR*

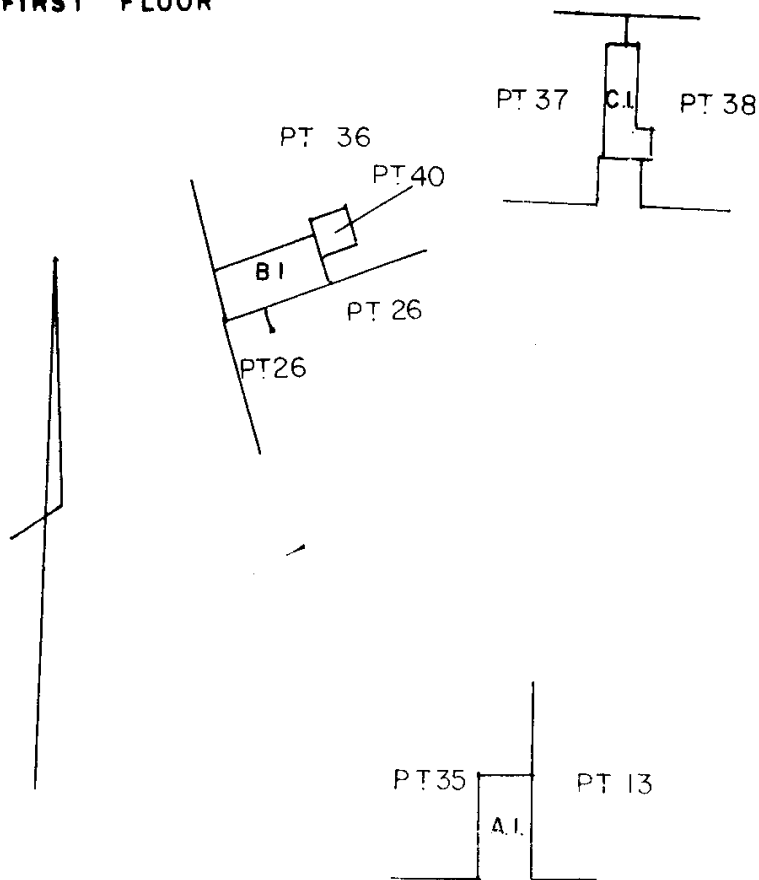
STAIRWAYS MARKED BI ARE FOR EXCLUSIVE USE OF LOTS 27,36 & 40



PREPARED BY
P.J. NEALE SURVEYS PTY LTD
16 MARR STREET MYAREE 6154
PH 314 1404 018 955 599
FAX 314 1704

APPENDIX A
SHEET 3 OF 4 SHEETS

FIRST FLOOR



SKETCH OF EXCLUSIVE USE AREA FOR
THE OWNERS OF VIA MARINA S.P. 31806
8 SOUTH STREET FREMANTLE
SCALE 1:300

INITIALS

L.H. *A*
W.S. *B*

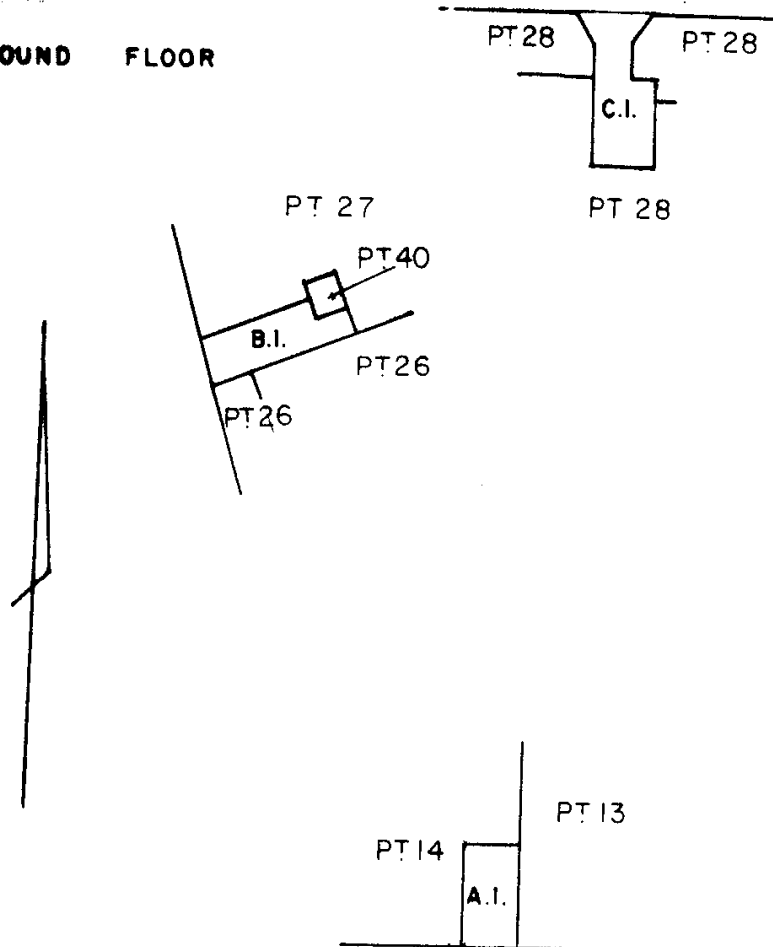
| | | | |
|-----------|-------------|-------------------------------|-------------|
| STAIRWAYS | MARKED A.I. | ARE FOR EXCLUSIVE USE OF LOTS | 14-35 & 39 |
| STAIRWAYS | MARKED B.I. | ARE FOR EXCLUSIVE USE OF LOTS | 27, 36 & 40 |
| STAIRWAYS | MARKED C.I. | ARE FOR EXCLUSIVE USE OF LOTS | 28, 37 & 38 |



PREPARED BY
P. J. NEALE SURVEYS PTY LTD
16 MARR STREET MYAREE 6154
PH 314 1404 018 955 599
FAX 314 1704

APPENDIX A
SHEET 2 OF 4 SHEETS

GROUND FLOOR



SKETCH OF EXCLUSIVE USE AREA FOR
THE OWNERS OF VIA MARINA SP 31806
8 SOUTH STREET FREMANTLE
SCALE 1:300

INITIALS
14 * *NS*

| | | | | |
|-----------|--------|----|-------------------------------|--------------|
| STAIRWAYS | MARKED | AI | ARE FOR EXCLUSIVE USE OF LOTS | 14 - 35 & 39 |
| STAIRWAYS | MARKED | BI | ARE FOR EXCLUSIVE USE OF LOTS | 27, 36 & 40 |
| STAIRWAYS | MARKED | CI | ARE FOR EXCLUSIVE USE OF LOTS | 28, 37 & 38 |

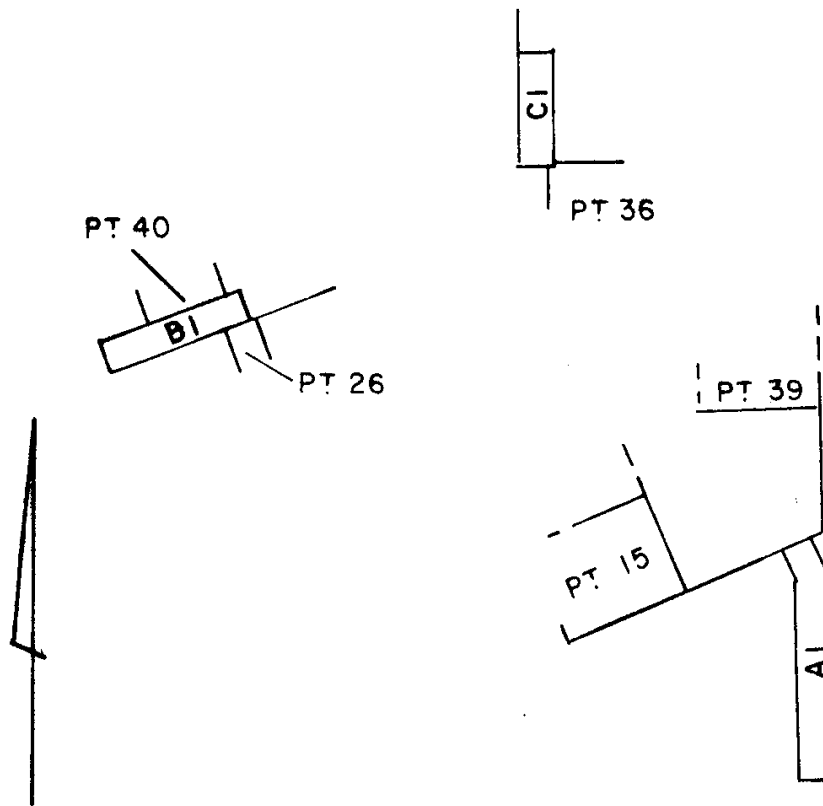


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P J NEALE SURVEYS PTY LTD
16 MARR STREET MYAREE 6154
PH 314 1404 018 955 599
FAX 314 1704

APPENDIX A

SHEET 1 OF 4 SHEETS

BASEMENT LEVEL



SKETCH OF EXCLUSIVE USE AREA FOR
THE OWNERS OF VIA MARINA SP 31 806
8 SOUTH STREET, FREMANTLE

SCALE 1:300

INITIALS

14
115 *cr?*

STAIRWAYS MARKED AI ARE FOR EXCLUSIVE USE OF LOTS 14 - 35 & 39
STAIRWAYS MARKED BI ARE FOR EXCLUSIVE USE OF LOTS 27, 36 & 40
STAIRWAYS MARKED CI ARE FOR EXCLUSIVE USE OF LOTS 28, 37 & 38



PREPARED BY
P J NEALE SURVEYS PTY LTD
16 MARR STREET, MYAREE 6154
PH 314 1404 018 955 599
FAX 314 1704

Exclusive Use of Common Property

39. The area of common property comprising entry, stairway and landings as shown on Appendix A attached and noted as C1 shall be for the exclusive use of the registered proprietors of lots 28, 37 and 38 who have given their prior written consent to this grant of exclusive use and those lot proprietors shall be responsible jointly and severally for the maintenance and upkeep of all of the area shown including cleaning, painting and damage occasioned by the use of the area.

- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

Restriction on moving motion or nominating candidates

35. A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

Vote of proprietors

36. (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlement of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.
- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

Exclusive Use of Common Property

37. The area of common property comprising entry, stairway and landings as shown on Appendix A attached and noted as A1 shall be for the exclusive use of the registered proprietors of lots 14, 35 and 39 who have given their prior written consent to this grant of exclusive use and those lot proprietors shall be responsible jointly and severally for the maintenance and upkeep of all of the area shown including cleaning, painting and damage occasioned by the use of the area.

Exclusive Use of Common Property

38. The area of common property comprising entry, stairway and landings as shown on Appendix A attached and noted as B1 shall be for the exclusive use of the registered proprietors of lots 27, 36 and 40 who have given their prior written consent to this grant of exclusive use and those lot proprietors shall be responsible jointly and severally for the maintenance and upkeep of all of the area shown including cleaning, painting and damage occasioned by the use of the area.

- (3) The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- (4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- (5) Not less than 14 days' notice of every general meeting 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 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.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

Proceedings at general meetings

34. (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except as otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn.

- (5) If a person appointed under sub-bylaw (3) of this by-law is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- (6) The council shall keep minutes of its proceedings.

Powers and duties of secretary of strata company

30. The powers and duties of the secretary of a strata company include-

- (1) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
- (2) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
- (3) the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act;
- (4) the answering of communications addressed to the strata company;
- (5) the calling of nominations of candidates for election as members of the council; and
- (6) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council

provided that any or all of these powers and duties may be delegated to the strata manager appointed in accordance with by-law 29(2)(b).

Powers and duties of the treasurer of strata company

31. The powers and duties of the treasurer of a strata company include-

- (1) the notifying of proprietors of any contributions levied pursuant to the Act;
- (2) the receipt, acknowledgement and banking of and the accounting for any money paid to the strata company;
- (3) the preparation of any certificate applied for under section 43 of the Act; and
- (4) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

provided that any or all of these powers and duties may be delegated to the strata manager appointed in accordance with by-law 29(2)(b).

Common seal

32. (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

General meetings of strata company

33. (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.

Chairman, secretary and treasurer of council

27. (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person-
- (a) shall not be appointed to an office referred to in sub-by-law (1) of this by-law unless he is a member of the council; and
- (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) of this by-law shall hold office until-
- (a) he ceases to be a member of the council;
- (b) receipt by the strata company of notice in writing of his resignation from that office; or
- (c) another person is appointed by the council to hold that office,
- whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.
28. (1) Subject to sub-by-law (2) of this by-law, the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-by-law (2) of this by-law may act until the end of the meeting for which he was appointed to act.

Meetings of council

29. (1) At meetings of the council, all matters shall be determined by a simple majority vote.
- (2) The council may-
- (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
- (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company; and
- (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- (4) A proprietor or individual may be appointed under sub-by-law (3) of this by-law whether or not he is a member of the council.

Election of council

26. The procedure for nomination and election of members of a council shall be in accordance with the following rules-
- (1) The meeting shall determine, in accordance with the requirements of by-law 25(3) the number of persons of whom the council shall consist in addition to Anilia Pty Ltd and/or Nicvira Nominees Pty Ltd as provided for in by-law 25(3).
 - (2) The chairman shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
 - (3) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given-
 - (a) in writing, and furnished to the chairman at the meeting; or
 - (b) orally by a nominee who is present at the meeting.
 - (4) When no further nominations are forthcoming, the chairman-
 - (a) where the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 22(3), shall declare those candidates to be elected as members of the council;
 - (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
 - (5) If a ballot is to be held, the chairman shall-
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
 - (6) A person who is entitled to vote shall complete a valid ballot paper by-
 - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - (c) signing the ballot-paper; and
 - (d) returning it the chairman.
 - (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
 - (8) Subject to rule (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 25(3), who receive the highest numbers of votes shall be declared elected to the council.
 - (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in rule (8) and-
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

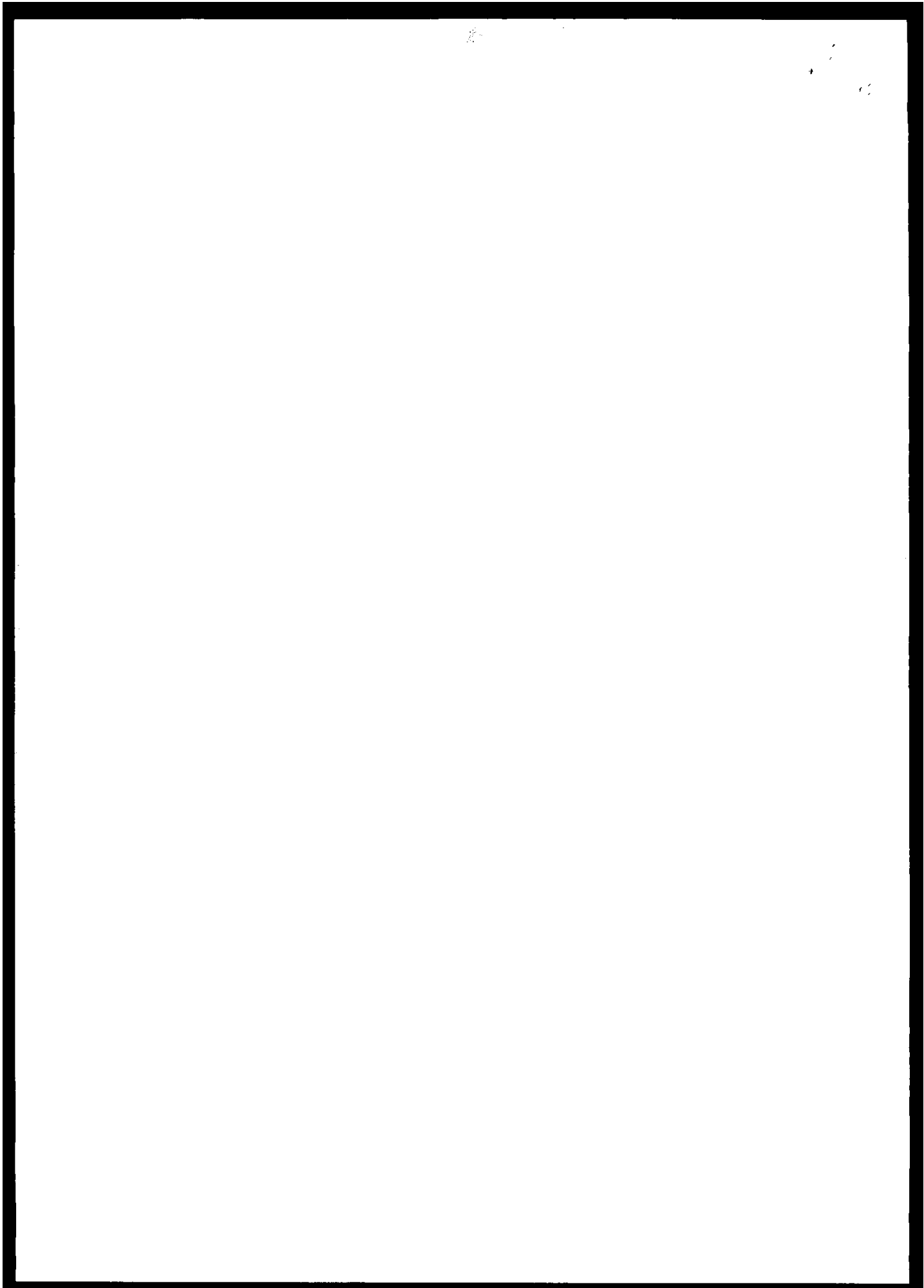
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by resolution without dissent remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council-
 - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected;
 - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
 - (e) where he is removed from office under sub-by-law (8) of this by-law.
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-by-law (8) of this by-law, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

Dispute resolution

24. (1) Proprietors, occupiers or residents shall not make any application to the Strata Titles Referee in respect to any dispute in respect to the by-laws either with another proprietor, occupier or resident or the strata company or the strata manager or the council until and unless the procedures established by this by-law have been followed to a reasonable extent.
- (2) Where a proprietor, occupier or resident believes that a by-law has been breached and such breach has caused loss, damage, inconvenience, embarrassment or adversely affected their interests or those of the strata company then they are required to do all of the following things as may reasonably be appropriate in the circumstances:
- (a) notify the strata manager and/or the council and/or the other proprietor, occupier or resident in writing of the nature of the complaint or dispute including the date and time of any events relating to the matter;
 - (b) at the request of the party so notified, the council or the strata manager, attend a meeting of the parties concerned at a mutually convenient time to further discuss the matter;
 - (c) either in the written notification or at any meeting make any reasonable proposal as to how the matter may be resolved; and
 - (d) in the event that an acceptable means of resolving the dispute is arrived at and has the agreement of the parties and the approval of the council or the strata company or the strata manager as may be appropriate then no further action other than agreed remedial action may be taken in respect to that matter within the time allowed for the remedy or resolution process to take effect.
- (3) In the event that no agreement is reached or the agreed resolution does not transpire or a recurrence of the matter occurs the proprietor, occupier or resident, the strata company, the council or the strata manager may then proceed to lodge an application to the strata titles referee without further notice to any of the other parties referred to in sub-by-law 2 of this by-law.

Constitution of the council

25. (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not more than 7 proprietors provided always that while Anilia Pty Ltd or Nicvira Nominees Pty Ltd are the proprietors or co-proprietors of one or more lots then they will be members of the council and will not be subject to the election requirements of by-law 26 provided that one or both of them have notified the strata company of their intention to act in the capacity of council member prior to the holding of each Annual General Meeting.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.



- (3) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor occupier or resident of a lot and that the strata company no longer has any liability or contingent liability for the supply of water, gas or electricity to that lot during the period when that person was a proprietor, occupier or resident of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

Penalties

22. (1) The strata manager shall have the authority to notify a proprietor of any action, event or default which constitutes a breach of the by-laws as shown in the table in sub-bylaw (2) of this by-law and such notice may be issued at the entire discretion of the strata manager.

A notice of breach shall specify the nature of the breach, the date of the breach and as appropriate and at the strata managers discretion provide a reasonable time in which the proprietor may remedy the breach.

If the specified breach is not remedied within the time stated in the notice the proprietor will be subject to a monetary penalty as shown below where the stated number of breaches occur within any one period of 30 consecutive days:

| | |
|--|----------|
| For a first breach | \$50.00 |
| For a second breach | \$100.00 |
| For a third breach | \$200.00 |
| For a fourth and any subsequent breaches | \$400.00 |

- (2) The by-laws of the strata company to which the penalties under sub-bylaw (1) of this by-law apply are according to the following table:

| | <u>By-Law</u> | <u>Relating To</u> |
|--------------|---------------|---|
| Schedule (1) | 6 | Duties of proprietors, occupiers or residents |
| | 7 | Duties of proprietors, occupiers or residents, etc. |
| | 8 | Alteration, decoration or appearance of a lot |
| | 9 | Vehicles |
| | 10 | Signs |
| | 11 | Nuisance |
| | 12 | Animals |
| | 13 | Unsightly and dangerous items |
| | 14 | Communications equipment |
| | 15 | Security systems |
| | 16 | Insurance rates |
| | 17 | Water appliances |
| | 18 | Air-conditioning |
| Schedule (2) | 19 | Diseases |
| | 1 | Nuisance, healthy and hygiene etc |
| | 2 | Damage, gardens, etc. |

Display of by-laws

23. A copy of these by-laws or a summary thereof as provided by the strata company shall be permanently displayed or available in any residential lot not primarily occupied by the proprietor as his usual place of residence.

- (5) The indoor or outdoor components of any approved air-conditioning system must be connected by insulated pipework. Where such pipework is not concealed within cavities or ceiling spaces then it must be concealed behind new bulkheads and lining that are finished to match existing adjacent finishes all as approved in writing by the strata manager.

Diseases

19. If any infectious diseases which may require notification by virtue of any statute, regulation or ordinance occurs in any lot, the proprietor, occupier or resident of such lot shall give written notice thereof and any other information which may be required in respect of that disease to the strata company or strata manager and shall pay to the strata company within 14 days of being requested to do so, the expense of disinfecting the lot and replacing any articles or things the destruction of which may be rendered necessary by such disease.

Expenses

20. (1) If the strata company or the strata manager expends money to make good damage caused by a breach of the Act or of the by-laws by any proprietor, occupier or resident or their invitees, the strata company is entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor, occupier or resident.
- (2) When the strata company or the strata manager grants its consent under these by-laws it is a condition of that consent (but without limiting the right of the strata manager to impose any other conditions) that the proprietor, occupier or resident shall:
- (a) pay to the strata company any and all costs and expenses of the strata company incurred in relation to giving that consent; and
 - (b) be responsible for obtaining any and all permits, licences, authorities and consents which are required to be obtained from any and all public instrumentalities and authorities, bodies and person and shall comply with any conditions imposed in respect thereof.
- (3) No proprietor, occupier or resident may directly instruct any contractor or workmen employed by the strata company or the strata manager unless authorised to do so. Any proprietor, occupier or resident instructing any contractor or workmen without authorisation from the strata company or the strata manager is responsible personally for the payment of such contractor or workmen for the cost of removing or altering any such work which the strata company or the strata manager determines to be unsatisfactory.

Power of strata company regarding submeters

21. (1) Where the supply of water, gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor, occupier or resident of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (2) of this by-law, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.
- (2) If the proprietor, occupier or resident of a lot in respect of which a submeter is used for the supply of water, gas or electricity refuses or fails to pay any charges due for the supply of water, gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor occupier or resident under this by-law.

- (2) If due to any machine, appliance or other thing being brought upon or installed upon a lot or the land by any proprietor, occupier or resident, the amount of any insurance premium is increased, then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things. Furthermore if such machines, appliances or things cause or make noise which disturbs the quiet enjoyment of other proprietor, occupier or residents and failing the satisfactory abatement by them of the cause for disturbance such machines, appliances or things must on written notice being received from the strata manager requesting removal be promptly removed from the land.

If a proprietor, occupier or resident fails to comply with such removal notice the strata manager by its agents or contractors may enter upon the lot or land to remove, rectify or make good such things and the strata manager may recover the cost thereof from the proprietor of the lot as a liquidated sum in any court of competent jurisdiction.

Water appliances

17. (1) The water closets, conveniences and other water apparatus including water pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor of the lot upon which such misuse or negligence occurred whether the same is caused by the proprietors own actions or those of occupiers, residents or their invitees.
- (2) A proprietor, occupier or resident shall give the strata manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which are situated in the lot and which comes to his knowledge. The strata manager has authority by its agents or employees, in the circumstances having regard to the urgency involved, to carry out such repairs or renovations as may be deemed necessary for the safety and preservation of the land.

Air-conditioning

18. (1) A proprietor, occupier or resident may not install any externally exposed window, wall or floor mounted air-conditioning system in any lot other than as approved under sub-laws (2) to (5) of this by-law.
- (2) A proprietor, occupier or resident may only install in any lot an air-conditioning unit to service the areas which has been approved by the strata company or the strata manager.
- (3) An application for approval to install an air-conditioning system must be presented by the proponent to the strata company or the strata manager in a scaled plan form with elevations and manufacturers specifications. Installation may only proceed with the prior written approval of the strata company or the strata manager first having been obtained.
- (4) Any approved air-conditioning system may only be installed in locations approved by the strata company or the strata manager so that it will not be visually offensive and its operating noise levels will not adversely affect adjoining lots nor exceed any statutory or regulatory noise control applicable from time to time.

Unightly and dangerous items

13. (1) No rubbish, trash or garbage or other waste material shall accumulate on the land or be kept or permitted upon the land except in containers located in appropriate areas screened and concealed from view which are maintained so as not to emit odours or render the land, or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers may be placed upon thoroughfares for a reasonable period of time not exceeding 12 hours before and after scheduled garbage collection hours.
- (2) No fires are permitted under any circumstances.
- (3) No clothing or household fabric shall be hung, dried or aired in such a way as to be visible from any other lot, and no refuse or garbage shall be kept, stored or allowed to accumulate on any portion of the land except within an enclosed structure or appropriately screened from view. Any fence or screen required by this by-law shall comply with any standards promulgated pursuant to these by-laws or the local authority by-laws as to size, colour or other qualification for permitted fences or screens and shall not be constructed without the prior written consent of the strata manager.
- (4) No plants or seeds infected with noxious insects or plant diseases shall be brought on, grown or maintained on the land.
- (5) No structure shall be erected or permitted to remain in or on a lot or part lot which exceeds two metres in height measured from the ground level of the nearest residential lot.
- (6) Residents may not hang curtains visible from outside a lot unless those curtains have a backing of such colour and design as shall be approved by the strata manager. A resident may not install, renovate or replace a curtain backing without having its colour and design approved by the strata manager. In giving such approval the strata manager shall ensure so far as practical that curtain backing used in all residential lots presents a uniform appearance when viewed from outside the land.

Communication equipment

14. No television, radio, telephone or other electronic cable, antenna or device of any type shall be installed, erected, constructed, placed or permitted to remain on any lot unless and until the same has been approved in writing by the strata manager and unless it is wholly contained within a lot.

Security systems

15. No security system of any sort shall be erected, placed or permitted to remain on any lot unless and until the same has been approved in writing by the strata manager.

Insurance rates

16. (1) Nothing shall be done or kept on the land which will increase the rate of insurance on any property insured by the strata company without the approval of the strata manager, nor shall anything be done or kept on the land which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.

Nuisance

11. (1) No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood or which shall in any way interfere with the quiet enjoyment of other residents or which shall in any way increase the rate of insurance.
- (2) A proprietor shall not make or permit any objectionable noises in the building or premises, nor interfere with any residents or those having business with them and all musical instruments, radios, sound reproduction systems, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other occupants of the building. In particular no proprietor, occupier or resident shall hold or permit to be held any social gathering in a lot at which there shall occur any noise which interferes with the peace and quiet of any other proprietor, occupier or resident or their invitees at any time of the day or night. The volume of the radio or television receivers and sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 11.00 pm and 7.00 am in such a manner as to be audible at all in any other lot.
- (3) Persons leaving the building shall be required by their hosts to leave quietly. Quietness also shall be observed when proprietors, occupiers or residents or their invitees return to the building late at night or in early morning hours.
- (4) Without limiting the above provisions of this by-law, no auction, sale of goods or other personal property, loud noises or noxious odours, no exterior speakers, horns, whistles, chimes, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoky vehicles, large power equipment or power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence, shall be conducted, located, used or placed on any portion of the land, or exposed to the view of other residents (except to the extent reasonably necessary for a commercial lot) without the prior written approval of the strata manager. The strata manager shall have the right to determine in accordance with these by-laws if any noise, odour, interference or activity producing such noise, odour or interference constitutes a nuisance.

Animals

12. (1) No animals, fishes, reptiles or birds of any kind shall be kept or allowed on a lot without prior written consent of the strata manager which consent may be granted or withheld at the strata managers absolute discretion.
- (2) Any consent given by the strata manager pursuant to this by-law may be absolute or upon conditions and be withdrawn at any time in the event that the animals, fishes, reptiles or birds cause any annoyance to any other proprietor, occupier or resident or their invitee.
- (3) A proprietor, occupier or resident is liable to other proprietors, occupiers or residents and their families, guests, tenants and invitees for any damage to persons or property caused by any animals, fishes, reptiles or birds kept upon the residential lot by the proprietor, occupier or resident or by members of the their family or invitee's.

- (2) A proprietor, occupier or resident may-
- (a) without obtaining approval of the strata manager paint, wallpaper or otherwise decorate the structure which forms the inner surface of his lot, affix furniture, furnishings, carpets and other similar things to that surface if and so long as such action does not unreasonably damage the common property or alter the appearance of his lot as may be visible from outside his lot; and
 - (b) with the prior written approval of the strata manager affix locking devices, flyscreens, security screens or alarm systems or other similar things to any part of his lot either internally or externally.
- (3) The strata company shall-
- (a) at intervals of not greater than 10 years repaint all of the previously painted external steelwork and timber (but not pre-coated aluminium) including barges, facias, balcony and awning beams, carport framework, original building framework and the like; and
 - (b) remove or otherwise clean any graffiti or other unsightly marks or stains from and effect any repairs to the external surfaces of the buildings as may be determined by the strata manager as being required

and the cost of any work carried out pursuant to clauses (a) and (b) of this sub-by-law are to be met out of the reserve funds contributed by proprietors in accordance with the provisions of Section 36(2) of the Act.

Vehicles

9. (1) No vehicle shall be parked, stored or kept on a lot other than wholly within the parking area designated for that purpose.
- (2) No motor cycle, boat, trailer, unlicensed, or unroadworthy vehicle, or vehicle of any commercial type or intended for use other than for the private conveyance of passengers may be parked, stored or kept on a lot (other than for the purpose of making deliveries to a lot) without the prior written consent of the strata manager.
- (3) No vehicle of any type may park on any thoroughfare or upon common property except with the prior written approval of the strata manager.
- (4) In the event any staining should occur as a result of any oil, grease or fuel accumulating on the said parking area the proprietor of the lot affected will take all necessary steps to clean the affected area within seven days of being requested to do so by the strata manager.
- (5) No vehicle may be driven at a speed exceeding 8 kph while on the land.
- (6) No vehicle may be washed, serviced or have any mechanical work performed other than as may be required to start the motor or remove the vehicle from the land.

Signs

10. No sign, notice, advertisement, poster or billboard of any kind or anything which may vary the external appearance of a lot shall be displayed to the public view on any portion of a lot without the prior written consent of the strata manager which consent may be granted or withheld at that party's absolute discretion.

- (7) permit any clothing, bedding or other articles to be hung on the balconies, or on the lot so as to be visible from outside the lot other than on a properly installed proprietary brand of domestic clothes line;
- (8) throw or allow to fall or permit to be thrown or to fall anything whatsoever out of or from any window, door, balcony or other part of the lot;
- (9) deposit, throw or drop on the land any rubbish, dirt, dust, liquid, solution or other material likely to interfere with the peaceful enjoyment of the proprietors, occupiers or residents of other lots or persons lawfully using the common property;
- (10) (a) damage lawns, gardens, paths, machinery, structures and other improvements forming part of the land;
- (b) Allow any plant, vine or creeper to grow on or adhere to any wall of the building;
- (11) misuse or damage any facility provided for the benefit of the proprietors, occupiers or residents or their visitors;
- (12) permit any child of whom he has control to play upon common property or within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a car parking area or any other area of possible danger or hazard to children; and
- (13) (a) use or 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;
- (b) use any chemicals, burning fluids, acetylene, gas or alcohol in lighting or heating in a lot, nor in any other way cause or increase a risk of fire, smoke or explosion in the lot or the land.

Alteration, decoration and appearance of a lot

8. (1) A proprietor, occupier or resident shall not-
- (a) alter, extend or add to the structure of his lot (including the addition, modification or removal of any masonry, timber, metal, glass, tile, plaster board, water or electrical appliance or apparatus, or the like) either internally or externally without giving to the strata manager a written notice describing the proposed alteration, extension or addition not later than 14 days before commencement of the proposed alteration, extension or addition;
 - (b) without the prior written consent of the strata manager maintain within his lot anything visible from outside the lot that, when viewed from outside the lot is not in keeping with the rest of the building; and
 - (c) without the prior written consent of the strata manager paint or otherwise decorate any part of a structure which forms the outer surface of the building comprising part of his lot or which consists of previously painted steelworks of a structural or decorative nature or is a component of the preserved steel framework of the original building on the land.

(2) A proprietor, occupier or resident of a lot shall-

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors;
- (b) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or resident of another lot or of any person lawfully using common property;
- (c) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking or motor vehicles;
- (d) take all reasonable steps to ensure that his invitees comply with the provisions of all of these by-laws, and if he is unable for any reason to ensure such compliance by the his invitee he must ensure that such invitee leaves the land;
- (e) be adequately clothed when upon a lot or common property and shall 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;
- (f) when his lot is the subject of a lease or a tenancy agreement take all reasonable steps, including any available action under any such lease or agreement to ensure that the lessee, tenant and any of their invitees comply with the provisions of all these by-laws as if the lessee tenant or their invitees are the proprietor occupier or resident;
- (g) maintain in good condition and repair the premises and fixtures and fittings except damage caused by an insured risk other than where the insurance money is irrecoverable in consequence of any act or default of the his or any person at that lot with his express or implied permission;
- (h) maintain in clean condition the premises and fixtures and fittings and take all reasonable steps to prevent infestation by vermin or insects and to promptly treat any infestation which may occur within his lot;
- (i) keep those parts of his lot as may be visible from outside the lot, clean tidy and free from all accumulation of litter or any other unsightly material; and
- (j) water as and when necessary all yards and landscaping forming part of his lot and pay for any water charges incurred.

7. A proprietor, occupier or resident shall not-

- (1) use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any proprietor, occupier or resident of another lot or the family of such a proprietor, occupier or resident;
- (2) obstruct lawful use of common property by any person;
- (3) obstruct any areas of the thoroughfare so as to prevent the passage of any pedestrians or vehicles over any such areas;
- (4) make undue noise in or about any lot or common property;
- (5) use or permit the use of the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building or other proprietors;
- (6) use, allow or authorise to be used a residential lot for any business activity or any non residential use;



- (7) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (8) a reference to anything (including, without limitation, any amount) is a reference to the whole and each of its parts and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

Severability

3. The provisions of these by-laws shall as far as possible, be construed as severable provisions to the intent that where any such provision would, but for these by-laws be invalid or unenforceable, then the remaining provisions of these by-laws shall nevertheless be valid and enforceable.

Application

4. Unless otherwise provided, these by-laws shall apply in respect of any common property and all lots and the duties and obligations imposed by the by-laws apply to the lot proprietor, resident, occupier and their invitees.

Discretion

5. Where any discretion is to be exercised by the Strata Manager it is deemed to be exercisable at that party's absolute discretion and any exercise of discretion may not be challenged. The exercise of any discretion may be subject to any conditions which that party sees fit to impose.

Duties of proprietor, occupiers, residents, etc.

6. (1) A proprietor shall-
 - (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted;
 - (c) replace from time to time the fixtures and fittings which may be or become beyond repair at any time or which may be or become a nuisance or hazard;
 - (d) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act;
 - (e) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease or tenancy of a lot, the name of the lessee or tenant and the terms of the lease or tenancy agreement; and
 - (f) accept full responsibility for the behaviour and actions of every person who is on his lot or common property with his knowledge or consent whether express or implied and for payment of any costs charges or penalties attributable to such person.

“Land” means all of the parcel of land comprised in the Strata Plan;

“Lot” means a strata lot formed upon registration of the Strata Plan and includes part-lots where the context implies or allows;

“Premises” means that portion of the land including the fixtures and fittings which is immediately adjacent to a lot or forms part of the external or internal structure of a lot or that area of the land which a proprietor has exclusive use or enjoyment of pursuant to any agreement by by-law

“Proprietor” means the proprietor from time to time of a lot and their successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

“Resident” means a proprietor and includes the invitees, licensees, relatives, contractors, servants and agents of a proprietor, any occupier or tenant of the proprietors lot and any of their invitees and those persons who are in or upon the land or a lot with the express or implied consent of the proprietor;

“Residential Lot” means those lots on the Strata Plan which are intended for use as accommodation;

“Strata Company” means the strata company constituted by the registration of the Strata Plan;

“Strata Manager” means the person or corporation appointed by the Council pursuant to these by-laws by instrument in writing from time to time and in the absence of such appointment shall mean the strata company;

“Strata Plan” means the strata plan and any re-subdivision thereof registered from time to time in respect to the land;

“Thoroughfare” means any portion of the land designated from time to time as a road or path for vehicular or pedestrian traffic;

Interpretation

2. In these by-laws unless the contrary intention appears:

- (1) a reference to these by-laws or another instrument includes any variation or replacement of any of them;
- (2) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (3) the singular includes the plural and vice versa;
- (4) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (5) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (6) an obligation, representation or warranty in favour of two or more persons binds them jointly and severally;

FORM 21
NOTIFICATION OF CHANGE OF BY-LAWS
Strata Titles Act 1985
Section 42

The Owners of Via Marina Strata Plan 31806 hereby certify

That by Resolution Without Dissent duly passed on October 28th 1996:

- (a) All of the By-laws in Schedule 1 of the Strata Titles Act 1985, as amended, were repealed
and,
- (b) The By-laws numbered 1 to 36 as shown below were adopted as the Schedule 1 By-laws of the Strata Company made under Section 42, sub-section 2 of the Strata Titles Act 1985, as amended
and,
- (c) The By-laws numbered 37 to 39 shown below, having been consented to in writing by the respective proprietors, were adopted as additional Schedule 1 By-laws under Section 42 sub-section 8 of the Strata Titles Act 1985, as amended, conferring on the respective proprietors the right to exclusive use and enjoyment of those parts of the common property as depicted in the sketches marked Appendix A consisting of four sheets upon the terms and conditions of By-laws 37 to 39.

Schedule 1 By-Laws
of the Owners of Via Marina
Strata Plan 31806

Definitions

1. The following words have the meanings given below in these by-laws:

“Act” means the Strata Titles Act 1985, as amended;

“By-laws” means the by-laws adopted by the strata company from time to time;

“Commercial Lot” means those lots on the Strata Plan which are intended for use as commercial premises;

“Council” means the Council of the strata company established pursuant to the by-laws;

“Fixtures and Fittings” means any fixtures and fittings in or about the premises and without limiting the generality of those words includes air-conditioning units, wall ovens, hot plate units, television outlet plugs, power points, light switches, taps and water outlets, bench tops, exhaust fans, flyscreens and doors where installed, sliding doors, door locks, light sockets, switches and fittings, floor and wall tiling, built-in cupboards and bench units, hot water system and mirrors;

“Insured Risks” means damage by fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquakes, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the Strata Company may from time to time insure against;


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.

G 348775 AE
 11 Dec, 1996 12:21 Perth



REG. \$ 60.00

TIME CLOCK

LODGED BY:

ADDRESS

SWAN RIVER SETTLEMENTS
 268 ADELAIDE TERRACE
 PERTH WA 6000
 TEL 325 1016

PHONE No. 325 1016

FAX No. 325 1016

REFERENCE No.

ISSUING BOX No. 58

PREPARED BY JOHN DETMIDGE TCO

ADDRESS 3 NORFOLK ST FREMANTLE

PHONE No. 336 1166 FAX No. 430 4934

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

ENDORISING INSTRUCTION

EXAMINED

05390/1/92-5M-OC/664

INITIALS OF
 SIGNING
 OFFICER



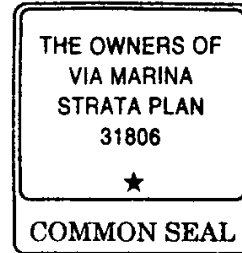
CG Sach 6

REGISTRAR OF TITLES


2. A proprietor, occupier or resident shall not-

- (1) (a) damage any lawn, garden, tree, shrub, plant or flower upon common property;
- (b) use any portion of the common property for his own purposes as a garden;
- (2) transport any furniture or large object through or upon common property within the building unless he has first given to the strata manager or the council sufficient notice of his intention to do so to enable the strata manager or the council to arrange for its nominee to be present at the time when he does so.

The Common Seal of
The Owners of Via Marina
was hereunto affixed on
the 3rd day of DECEMBER 1996
in the presence of




_____ 14


_____ NS
(Members of the Council)

FORM 21
NOTIFICATION OF CHANGE OF BY-LAWS
Strata Titles Act 1985
Section 42

The Owners of Via Marina Strata Plan 31806 hereby certify

That by Special Resolution duly passed on October 28th 1996:

- (a) All of the By-laws in Schedule 2 of the Strata Titles Act 1985, as amended, were repealed
and,
- (b) The By-laws numbered 1 to 2 as shown below were adopted as the Schedule 2 By-laws of the Strata Company made under Section 42, sub-section 2 of the Strata Titles Act 1985, as amended

Schedule 2 By-Laws
of the Owners of Via Marina
Strata Plan 31806

- 1. A proprietor, occupier or resident shall-
 - (1) ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot;
 - (2)
 - (a) maintain within his lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) ensure that all household or other waste material is securely enclosed within a container, bag or similar thing which will prevent the escape of any liquid or objectionable odour;
 - (c) comply with all local government authority by-laws and ordinances relating to the disposal of garbage; and
 - (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

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 Plan number or Location name and number to be stated. If share only specify Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. APPLICANT
State full name of the Applicant/Applicants and the address/addresses to which future notices can be sent.
3. REASON FOR APPLICATION
The request to amend the register to be clearly stated. When referring to the land use the words "land above described".
4. APPLICANTS EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

As to the portion in the sketch.
Extinguish easement, pursuant to section 27(A)(4) of TPA 1982, of easement created on Dia 87685.

[Signature]
28-10-96

ENDORISING INSTRUCTION

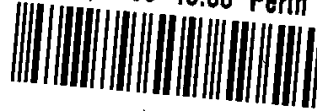
Part.

EXAMINED

[Signature]

G 301958 AE

11 Oct, 1996 15:33 Perth



REG. \$ 60.00

APPLICATION

LODGED BY

Cockle & Co

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

324

FEE: *\$30*

ASSESS. No.

63469

PREPARED BY

Freehill Hollingdale & Page

ADDRESS

Barristers & Solicitors
9th Floor Australia Place
15 William Street
Perth WA 6000

PHONE No.

(09) 278 7777

FAX No.

(09) 278 7878

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

- | | |
|----------------|------------------------------------|
| 1. <i>held</i> | Received Items |
| 2. _____ | No.s |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk <i>[Signature]</i> |

N7172

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]

[Signature] **6**

REGISTRAR OF TITLES

APPLICATION

| DESCRIPTION OF LAND (Note 1) | EXTENT | VOLUME | FOLIO |
|------------------------------|--------|--------|-------|
| Lot 10 on Diagram 87685 | whole | 2072 | 531 |

APPLICANT (Note 2)

Water Corporation a body corporate established under the Water Corporation Act 1995 of 629 Newcastle Street ,
Leederville.

REASON FOR APPLICATION (Note 3)

THE APPLICANT HEREBY APPLIES to vary the easement ("Easement") in favour of the Applicant shown on Diagram 87685 and created under Section 27A of the Town Planning and Development Act 1928 by the surrender of that part of the Easement as is shown on the stippled sections of the sketch attached to this application form.

Dated this

10 PM

day of

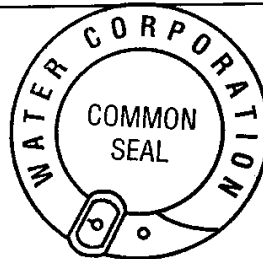
DE ROSEN

1996

The Common Seal of the **Water Corporation** was affixed hereto in the presence of:

CHAIRMAN

MANAGING DIRECTOR



Signature of Applicant/s (Note 4)



PJ Neale Surveys Pty Ltd

Peter J Neale L.S., M.I.S., AUST.
A.C.N. 064 213 305

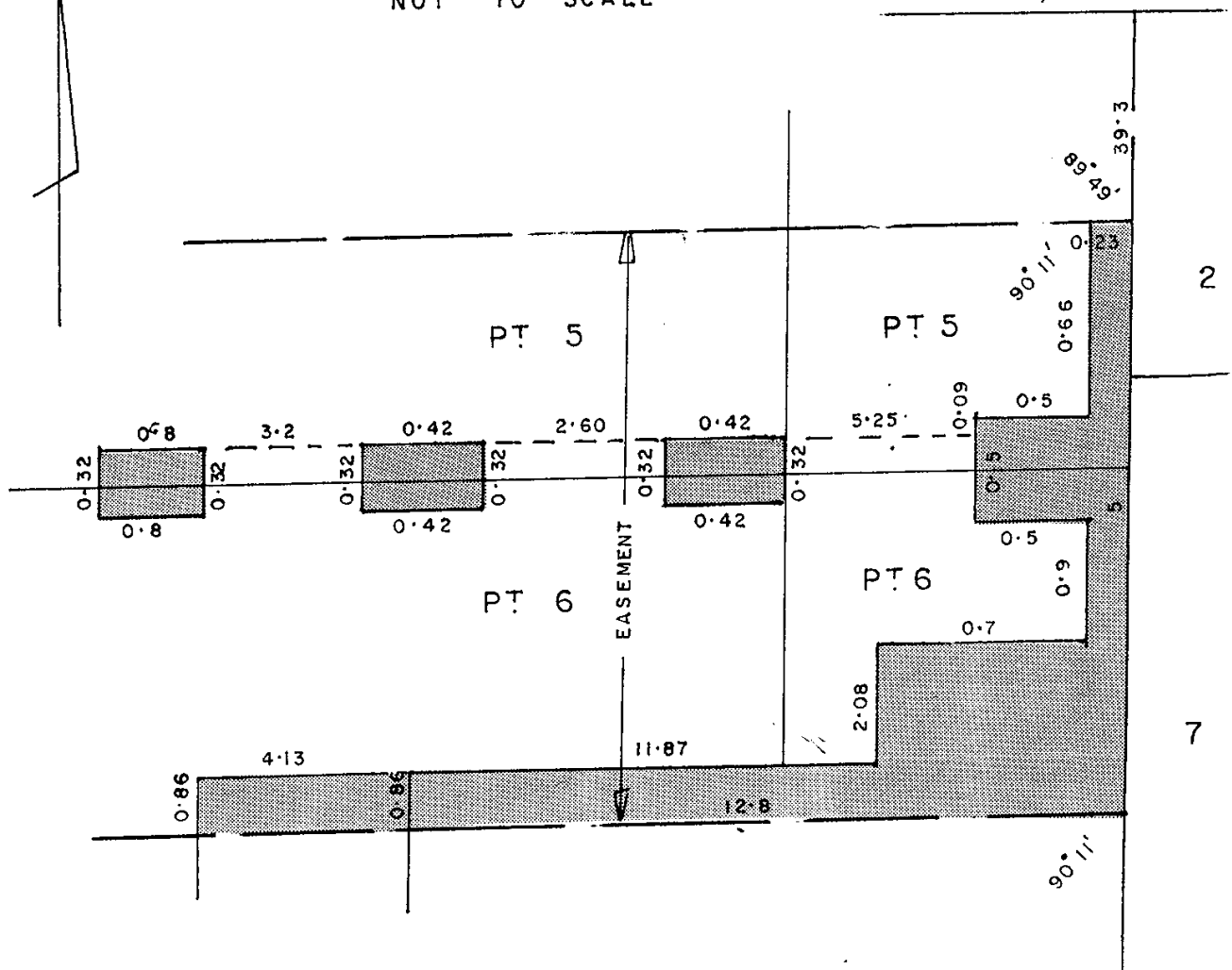
16 Marr Street
Myaree 6154
Telephone: (H): 330 3239
(B): 314 1404
(M): 018 955 599
Fax: 314 1704

INITIALS REC'D

EASEMENT ENCROACHMENT OF LOTS 5 & 6 ON STRATA PLAN 31806 OVER LOT 10 ON DIAGRAM 87685

NOT TO SCALE

PRICE STREET



ALL ANGLES 90° UNLESS SHOWN



ANILIA PTY LTD & NICVIRA NOMINEES PTY LTD
24/219 HAMPTON ROAD, SOUTH FREMANTLE WA 6162. TEL: 335 5430 FAX: 430 6019

10 October, 1996

Registrar of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056


Dear Sir,

RE: WATER CORPORATION EASEMENT

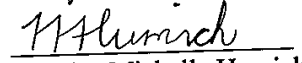
WE the below Proprietors of Lot 10 on Diagram 87685 Certificate of Title Volume 2072 Folio 531 hereby consent to the Water Corporation's Application a copy of which is annexed hereto for a part surrender of the its easement over the said land

Signed


Agustino Stati


Jahhn Nicola Stati



Randal Ivan Humich



Mande Michelle Humich

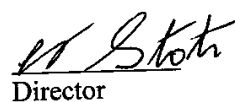

Yvette Renae Humich

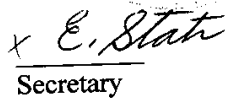
Anilia Pty Ltd

Nicvira Nominees Pty Ltd


Director


Secretary


Director


Secretary

Commonwealth Bank

Commonwealth Bank of Australia
ACN 123 123 124

Loan Processing Centre WA

First Floor
Murray Street &
Forrest Place
Perth
WA 6001
Australia

PO Box A32
Perth
WA 6001

Telephone (09) 482 6934
Facsimile (09) 482 6403
DX 143 Perth (6370 001)

The Manager
Registration Branch
Department of Land Administration
Midland WA

11 October 1996

Dear Mr Kalginari

Water Corporation Easement

The Commonwealth Bank of Australia being Mortgagee No. G214671 over Lot 10 on Diagram 87685 Certificate of Title Volume 2072 Folio 531 hereby consent to the Water Corporation's Application a copy of which is annexed hereto for a part surrender of it's easement over the said land.

Yours sincerely

MARILENA ARMANASCO

SIGNED BY
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
ACN 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of

.....
An Officer of the said Bank

/alplet.doc

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

M Armanasco

Manager
Conveyancing
P/A F494303

Recycled Australian Paper

ANILIA PTY LTD & NICVIRA NOMINEES PTY LTD
24/219 HAMPTON ROAD, SOUTH FREMANTLE WA 6162. TEL: 335 5430 FAX: 430 6019

10 October, 1996

Registrar of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir,

RE: STRATA PLAN 31806

We would appreciate your expediency in issuing the certificates of title on the above strata plan, as we have 20 settlements pending.

Looking forward to your cooperation on this matter.

Yours faithfully



Ivan Humich
Director

P: 5/5

Peter J Neale L.S., M.I.S., AUST.
A.C.N. 054 213 396

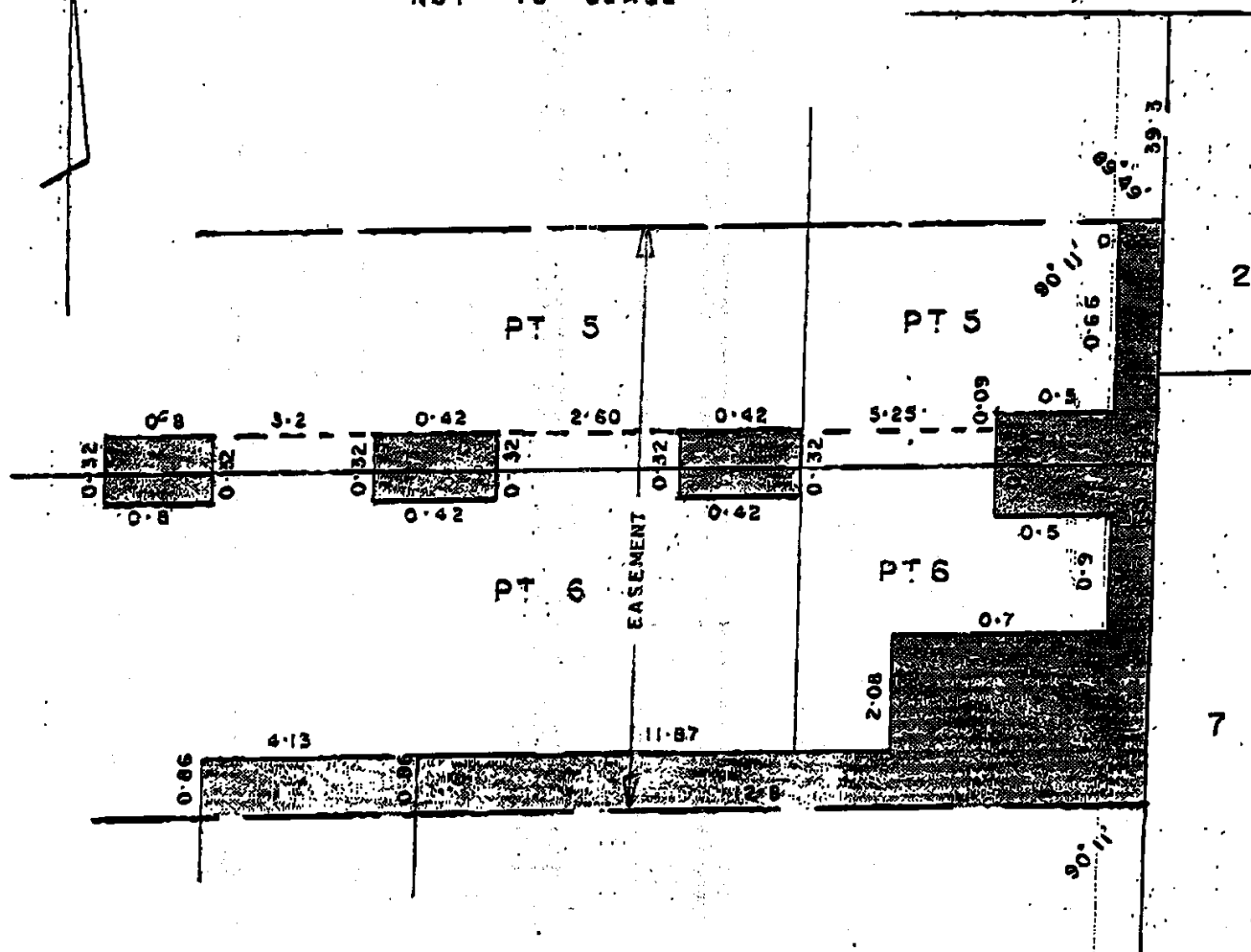
Fax: 314 1704

INITIALS RICH'D

NOT TO SCALE

PRICE

STREET



ALL ANGLES 90° UNLESS SHOWN

FORM A5

Form Approval No. 44295

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

APPLICATION

DESCRIPTION OF LAND (Note 1)

Lot 10 on Diagram 87895

| EXTENT | VOLUME | FOLIO |
|--------|--------|-------|
| whole | 2072 | 531 |

APPLICANT (Note 2)

Water Corporation a body corporate established under the Water Corporation Act 1995 of 629 Newcastle Street, Leederville.

REASON FOR APPLICATION (Note 3)

THE APPLICANT HEREBY APPLIES to vary the easement ("Easement") in favour of the Applicant shown on Diagram 87895 and created under Section 27A of the Town Planning and Development Act 1928 by the surrender of that part of the Easement as is shown on the stippled sections of the sketch attached to this application form.

Dated this

day of

19

The Common Seal of the Water Corporation was affixed hereto in the presence of:

CHAIRMAN

MANAGING DIRECTOR



Signature of Applicant/s (Note 4)

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 initialed by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated. If share only specify Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **APPLICANT**
State full name of the Applicant/Applicants and the address/addresses to which future notices can be sent.
3. **REASON FOR APPLICATION**
The request to amend the register to be clearly stated. When referring to the land use the words "land above described".
4. **APPLICANTS EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY**APPLICATION****LODGED BY****ADDRESS****PHONE No.****FAX No.****REFERENCE No.****ISSUING BOX No.**

PREPARED BY Freshill Hollingdale & Page
Barristers & Solicitors
9th Floor Australia Place
15 William Street
Perth WA 6000

ADDRESS

PHONE No. (09) 278 7777
FAX No. (09) 278 7878

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

| | | |
|----|-------|-----------------|
| 1. | _____ | Received Items |
| 2. | _____ | |
| 3. | _____ | No.s |
| 4. | _____ | |
| 5. | _____ | |
| 6. | _____ | Receiving Clerk |

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

INITIALS OF
SIGNING OFFICER

REGISTRAR OF TITLES

ENDORSE INSTRUCTION

EXAMINED

PHPPERCS06276017.4 - 1 October 1996 (22:25)

Commonwealth Bank

Commonwealth Bank of Australia
ACN 123 123 124

P/A @ 11/10 10:50 ✓

Loan Processing Centre WA

First Floor
Murray Street &
Forrest Place
Perth
WA 6001
Australia

PO Box A32
Perth
WA 6001

Telephone (09) 482 6934
Facsimile (09) 482 6403
DX 143 Perth (6370 001)

The Manager
Registration Branch
Department of Land Administration
Midland WA

11 October 1996

Dear Mr Kalginari

Water Corporation Easement

The Commonwealth Bank of Australia being Mortgagee No. G214671 over Lot 10 on Diagram 87685 Certificate of Title Volume 2072 Folio 531 hereby consent to the Water Corporation's Application a copy of which is annexed hereto for a part surrender of it's easement over the said land.

Yours sincerely

MARILENA ARMANASCO

SIGNED BY
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
ACN 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of

.....
An Officer of the said Bank

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

M Armanasco

Manager
Conveyancing
P/A F494303

/alplet.doc

Recycled Australian Paper

File Copy Do not Destroy

Stopped Document Disposal Instructions

Fees to be Refunded \$

Form 10 no.

Date

To

Parties

Document numbers

Computer records adjusted
WDR/MTF/DPA/BKC

Doc's to be rejected

Docs to be withdrawn

Doc's for Registration

Authorised by

Examiner's notes

File Copy Do Not Destroy

Stopped Case **301958**

Original Cs/T:

2072 531

sp 31806

Notice Sent

17/10/96

Action

attended counter 18/10
FHBP

ph coll

cockle
omended

letter
coming in

Randal Ivan Humich's father
rang 25/10

24/10

Examination Instructions

Allocate New C/T

Complete Nom. Index

Pass to LEAOC...

Other

Exam Group 1

Examiner: **L.Ivulich**

Supervisor

[Signature]

Requisition Notice

Document Nos: G301958/9
301937

Section 192 of the Transfer of Land Act

Your Ref: Anilia Pty Ltd & others

First and Final

Date: 17/10/96

Lodging Party

Cockle & Co

Other Parties Contacted

Freehill Hollingdale & Page

CBA

REGISTRATION OF THE ABOVE DOCUMENTS CANNOT BE EFFECTED UNTIL ALL REQUISITIONS LISTED BELOW ARE COMPLIED WITH AND FEE PAYABLE IS RECEIVED.
A TIME LIMIT OF 14 DAYS APPLIES FROM THE DATE STATED ABOVE.

- Unless these items are satisfied, the documents will be rejected and one half the registration fee forfeited
- Documents may be withdrawn from registration for which a fee will be retained. The balance of the fees will be refunded.
- Requisitions must be attended to by personal attendance to the Stopped Documents Section, Midland Square or by correspondence.
- 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.

Requisitions

Doc.No

Req. Fee

959

Please clarify tenancy for Lot 5 on disposition statement.

Middle name of Randal Humich to be shown for Lot 5 on disposition statement.

30 -

Disposition statement: LOT 5.

tenancy for Anilia Pty and Nicvira Nominees
not acceptable all shares to be stated with
a common denominator i.e. 14th shares
I assume both companies hold a 1/14th share?

JAS Wakefield

Requisition Sub Total \$ 30 -

Additional Fee \$

TOTAL FEE Payable \$ 30 -

G H Sach

Registrar of Titles

Land Titles Division

All Enquiries to the STOPPED DOCUMENTS Section, Midland Square, Midland

Telephone (09) 273 7337 Fax (09) 273 7658, Postal Address: P O Box 2222, Midland, Western Australia 6056: DX88

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INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated..

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Form 21 Notification of
Change of By-Laws

LODGED BY: Caitlin Dethridge

ADDRESS: John Dethridge Strata Services
PO BOX 687, Fremantle WA 6959

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REFERENCE No. Via Marina

ISSUING BOX No. 471

SOUTH FREMANTLE WA 6162
P.O. BOX 444
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BEACONSFIELD WA 6162
UNIT 15/250 HAMPTON ROAD

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

| | |
|-------------------------------|------------------------------------|
| 1. <u>Westpac Consent x2</u> | Received Items Nos. <u>16</u> |
| 2. <u>Bankwest consent x2</u> | |
| 3. <u>NAB Consent x2</u> | |
| 4. _____ | Receiving Clerk <u>[Signature]</u> |
| 5. _____ | |
| 6. _____ | |

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



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NOTIFICATION

(Note 1)

FORM 21**NOTIFICATION OF CHANGE OF BY-LAWS***Strata Titles Act 1985*

Section 42

The Owners of Via Marina Strata Plan 31806 hereby certifies-

- That by resolution without dissent duly passed at a meeting of the strata company on 16 February 2012, which became unconditional on 15 March 2012 the by-laws contained in Schedule 1 of the Act
- That by special resolution duly passed at a meeting of the strata company on 16 February 2012, which became unconditional on 15 March 2012 the by-laws contained in Schedule 2 of the Act

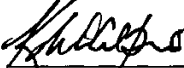
as they applied to the Strata Company, were added to, amended or repealed as follows-

- The existing Schedule 1 By-Laws 1 to 39 were repealed and the following by-laws adopted as Schedule 1 By-Laws 1 to 40 inclusive in their place; and
- The existing Schedule 2 By-Laws 1 & 2 were repealed and the following by-laws adopted as Schedule 2 By-Laws 1 to 17 inclusive in their place.

Dated this 10th day of April 2012

The COMMON SEAL of the OWNERS OF VIA MARINA STRATA PLAN 31806 was hereunto affixed on the 10th April 2012:

In the presence of —



KENNETH McALPINE

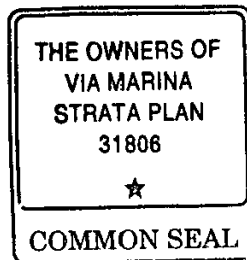
Member of the Council



ROBERT CLARKE

Member of the Council

DAVID



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- (2) A person giving such instructions without such authorisation shall be responsible personally for the payment of the contractor or tradesperson or other person and shall also be personally responsible for the cost of removing or altering any such work as the strata company deems unsatisfactory or unnecessary.

17. Interference with safety equipment

A proprietor, occupier or other resident of a lot must:

- (a) not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape; and
- (b)
 - (i) ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot;
 - (ii) ensure that all smoke detectors installed in the lot are properly maintained and tested not less than once per month and that back-up batteries relating to the smoke detectors are replaced whenever necessary; and
 - (iii) comply with all fire safety requirements applicable to occupiers of the building and the directions of all persons authorised to carry out the required procedures including allowing access to the lot for inspection and maintenance of exhaust systems, smoke detectors and sprinkler systems.

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13. Animals

- (1) Subject to sub-bylaw (2), proprietors and occupiers of lots shall be entitled to keep animals as pets within their lots.
- (2) Subject to section 42(15), a proprietor or occupier must not keep any animal within his lot:
 - (a) contrary to any local government by-law; or
 - (b) after the council:
 - (i) has given notice to the proprietor or occupier on reasonable grounds to show cause why the animal should not be removed from the parcel; and
 - (ii) in the absence of a satisfactory response from the proprietor or occupier, has given notice to the proprietor or occupier requiring the animal to be removed from the parcel.

14. Blockage of drainage pipes

- (1) A proprietor, occupier or other resident of a lot shall not use the water closets, conveniences and other water apparatus, including waste pipes and drains for any purposes other than those for which they are constructed and designed and shall not deposit any sweepings, rubbish or other unsuitable substance therein.
- (2) In the case of any resulting damage or blockage to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor of the lot from which the damage or blockage originated, whether the damage or blockage is caused by the proprietor's own actions or those of their tenants, servants, agents, invitees or licensees.

15. Items left on common property

- (1) A proprietor, occupier or other resident of a lot shall not leave unattended on the common property, any personal property, other than a motor vehicle parked in an appropriate place in accordance with the approval of the council or a by-law.
- (2) A proprietor, occupier or other resident of a lot shall not make any claim against the strata company, the council, the manager or the caretaker in relation to any item of the kind referred to in sub-bylaw (1) being removed by any of them by any reasonable means to any place considered appropriate by the person removing the item.
- (3) If the ownership of any such item can be reasonably identified, the council shall within a reasonable time attempt to serve that owner with notice of the removal but otherwise may make such arrangements for the storage or disposal of the item as it thinks fit at the cost of the proprietor.

16. Contractor Instructions

- (1) A proprietor, occupier or invitee shall not directly instruct any contractor, tradesperson or other person employed by the strata company unless authorised by the strata company or the strata manager if there is one, otherwise a member of the council.

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- (2) A proprietor or occupier shall not:
- (a) erect, construct, install or use or permit to be erected, constructed, installed or used any antenna, satellite receive dish or aerial:
 - (i) on any part of the common property without the prior written approval of the strata company; or
 - (ii) within his lot where it is visible from outside the lot and the use of which does or may interfere with any television or radio reception, security, safety or communication system in any other lot or which creates any other nuisance to the proprietor or occupier of any other lot.
 - (b) insert, alter or amend any television or other cabling or related communication or transmission devices or materials in any part of the common property without the prior approval in writing of the council.

11. Limits on numbers of invitees

- (1) A proprietor, occupier or other resident or any group of proprietors, occupiers or other residents jointly shall not without the prior written approval of the council invite more than five persons who are not proprietors, occupiers or residents of lots on the strata plan to make use of any part of the common property at any one time or for any one event or occasion.
- (2) The council shall have a complete discretion to grant or, without giving reasons, refuse a request for approval under sub-bylaw (1) or to grant such a request subject to any conditions as to times, area, insurance, access, safety, activities, dress codes, noise, lighting, nuisance, use of common property facilities or amenities or otherwise as it thinks fit.
- (3) A proprietor, occupier or other resident to whom approval is granted under sub bylaw (1) shall be responsible for ensuring that all conditions upon which that approval is granted pursuant to sub-bylaw (2) are duly and punctually complied with and if a member of the council, the caretaker or strata manager gives notice that any such conditions are not being complied with, shall immediately take all necessary steps to ensure that those conditions are complied with and acknowledge that any failure to so comply shall be deemed to be an immediate surrender and cancellation of the approval.

12. Conditions of Approval

When in these by-laws the consent of the strata company or the council is required, such consent:

- (a) may be withheld;
- (b) may be given on conditions including payment of a fee or insurance premium; and
- (c) may be withdrawn,

as the strata company or council, as the case may be, shall reasonably determine.

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- (2) Except where caused by a defect in or malfunction of any part of the common property, a proprietor or occupier of a lot shall not make any claim against the strata company for:
 - (a) damage from any cause to a vehicle, watercraft or other item;
 - (b) theft of a vehicle or watercraft or of any parts, equipment or contents thereof;
 - (c) theft of any of the goods or belongings of any proprietor, occupier or invitee, whether the theft occurred in a lot or on common property; or
 - (d) any injuries or property damage which any proprietor, occupier or visitor may sustain however or wherever occurring.
- (3) A proprietor, occupier or invitee using the common property access ways shall not drive a vehicle in excess of a speed limit of 8 kilometres per hour.
- (4) A proprietor or occupier shall not:
 - (a) park or stand or permit any other person to park or stand any vehicle or watercraft upon common property, except with the written approval of council or as authorised by a by-law or pursuant to an exclusive use by-law;
 - (b) park or stand any vehicle within any portion of the common property from time to time set aside by the strata company for the parking of visitors' vehicles;
 - (c) park or keep any vehicle on any part of the parcel while it is inoperable except pending emergency services to make a vehicle operable;
 - (d) conduct substantial repairs to or restorations of any vehicle or watercraft upon his lot or upon common property;
 - (e) park, stand or drive any vehicle otherwise than on a part of the parcel designed and surfaced for such purpose; or
 - (f) wash or clean or arrange for the washing or cleaning of any vehicle or watercraft on any part of the parcel other than within any area and which is set aside by the council from time to time for the purpose;
 - (g) not permit any vehicle of any commercial or professional car cleaning service provider to park on the parcel or to use high pressure water hoses for vehicle or watercraft cleaning purposes on the parcel;
 - (h) not wash or permit the washing of any vehicle or watercraft on the parcel by hose or by any means other than by a bucket and cloth.

9. Flammable materials

A proprietor or occupier shall not use or store any inflammable material upon the lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a vehicle.

10. Public address, sound amplification systems and antennae

- (1) A proprietor or occupier of a lot shall not and shall not permit any invitee to place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in the common property or in any other place where it may be heard in any other part of the parcel (other than in that lot) without the consent of the council.

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- (i) when the proprietor or occupier ceases to own or occupy a lot in the scheme;
 - (ii) when called upon by the council to do so to enable replacement keys, cards or remote control devices to be issued;
 - (iii) if the item concerned is faulty or defective to enable the same to be repaired, replaced or re-keyed.
- (a) not give or permit any keys, cards or remote access devices to be given to any person whatsoever other than the caretaker, strata manager or any person authorised by the council and not permit any duplicate or imprint of any such item to be made;
 - (b) pay to the strata company upon demand the cost of repairing, replacing and re-keying any keys, cards or remote control devices issued to the proprietor or occupier which has been lost or rendered faulty or defective; and
 - (c) where in consequence of any wilful or negligent act or omission by a proprietor or occupier it becomes necessary, to preserve the security of the scheme, to replace or re-key keys, cards or remote access devices issued to other proprietors and occupiers, pay the costs of the replacement or re-keying of such items.

7. Use of common property

A proprietor or occupier shall not:

- (a) obstruct lawful use of or access to common property, other than common property over which the proprietor or occupier has exclusive use rights by any person;
- (b) store any items in or upon the common property including areas of exclusive use otherwise than in accordance with any licence or by-law allowing such storage;
- (c) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used;
- (d) allow a child to play upon any driveway, car park area or other area of danger to children or any other part of the common property, unless accompanied by an adult exercising effective control;
- (e) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these by-laws;
- (f) transport any large object through or upon common property, without first giving to the caretaker, if there is one, or a member of the council, at least two days' written notice of his intention in that regard and then only in accordance with any term or conditions as may be prescribed by the caretaker or the council; nor
- (g) conduct any auction of his lot anywhere within the parcel.

8. Vehicles and Watercraft

- (1) A proprietor or occupier shall not and shall not permit any invitee to park or stand a vehicle or watercraft in any part of the common property in respect of which another proprietor has exclusive use rights.

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- (c) comply with all local laws and requirements of the local government relating to the disposal of garbage.
- (2) A proprietor must indemnify the strata company for all damage caused to any common property by the movement or transport of any garbage or waste goods from his lot.

5. Conduct of proprietors, occupiers and invitees

Without limiting any other Schedule 1 or Schedule 2 by-law, a proprietor or occupier shall:

- (a) use and enjoy the common property in such a manner as not to interfere with the reasonable use and enjoyment of the common property by other proprietors, occupiers or invitees;
- (b) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or other lots by other proprietors, occupiers or invitees;
- (c) ensure that their invitees comply with the provisions of the by-laws and shall do all such things as are reasonably necessary to ensure that the invitee who fails to comply with any by-law, vacates the parcel as soon as possible;
- (d) not use their lot or permit it to be used in such a manner or for such purposes as are illegal or cause a nuisance to a proprietor or occupier of another lot;
- (e) not use language or behave in a manner that causes offence or embarrassment to a proprietor or occupier of another lot or to any person lawfully using common property;
- (f) without limiting by-law 14, not make undue noise or allow undue noise to be made in or about any lot or common property; and
- (g) not use any skateboard, scooter, roller skates, rollerblades or similar equipment on any part of the parcel not set aside for that purpose.

6. Safety and Security

- (1) A proprietor or occupier shall:
 - (a) take all reasonable steps to maintain the safety and security of the parcel;
 - (b) notify the council immediately they become aware of any threat to the scheme;
 - (c) comply with all directions of the council concerning the safety and security of the scheme;
 - (d) maintain the safe custody of all keys, cards and remote control devices provided to them by the strata company for use in relation to the parcel; and
 - (e) not interfere with or make any changes or adjustments to any security system within the scheme without the prior written approval of the council.
- (2) Without limiting the generality of by-law 6(1)(d), a proprietor or occupier shall:
 - (a) return to the council all such keys, cards and remote control devices:

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Schedule 2 by-laws

1. Payments and Notifications

- (1) A proprietor shall:
- (a) duly and punctually pay any contributions levied on that proprietor's lot;
 - (b) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (c) within 14 days after becoming a proprietor, give council written notice of an address of the proprietor within Western Australia for service on that proprietor of notices and other documents by the strata company under the Act and the by-laws and, without limiting any other form of service, that address will be deemed by the proprietor as sufficient service under and for the purposes of section 125(3) of the Act; and
 - (d) notify the council of any lease or tenancy agreement in respect of the lot, the name of the lessee or tenant, as the case may be, and the term thereof and, where the lease or tenancy agreement is assigned, the name of the assignee, if required by the council; and
- (2) A proprietor shall notify the council immediately following the discharge of any mortgage which has been notified to the strata company in respect of his lot or the termination or assignment of any lease or tenancy agreement in respect of his lot.

2. By-laws and occupiers

A proprietor must:

- (a) ensure that all occupiers of the lot are provided with a copy of these by-laws;
- (b) include in any tenancy agreement or lease relating to the lot a provision requiring the occupier to comply with the by-laws and an acknowledgement that any breach thereof will constitute a breach of the lease or tenancy agreement that would entitle the proprietor to terminate it; and
- (c) must give all notices and take all steps to enforce the provisions of the lease or tenancy agreement including taking all appropriate lawful steps to terminate such occupancy rights if a proprietor is given notice by the council of any conduct which amounts to a breach of the by-laws by the occupier.

3. Compliance with work orders

A proprietor shall, at the proprietor's cost, carry out all work that may be ordered by any competent public authority or local government in respect of that proprietor's lot within the time and to the requirements specified in the order.

4. Refuse and Cleaning

- (1) A proprietor or occupier shall:
- (a) keep his lot clean and free of refuse;
 - (b) dispose of all refuse into the communal garbage bins installed or placed on common property and, and if provided by the local government, bins for recyclable items (*the recycle bins*);

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Schedule 2 By-Laws

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Notice of Extraordinary General Meeting
The Owners of Via Marina Strata Plan 31806

ANNEXURE 2 SCHEDULE 1 BY LAWS

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- (d) obtain from any person holding a registered interest in or a caveat affecting the proprietors lot, a Certificate as required by section 8A(i); and
 - (e) obtain from any person holding a registered interest in or a caveat affecting the proprietors lot, a Certificate as required by section 8A(j).
- (6) Each proprietor must do all things necessary to effect the registration of the plan of re-subdivision under section 8A including, where applicable, executing and causing the strata company and any person holding a registered interests in or caveat affecting his or her lot to execute a disposition statement as required by section 8B(2).
- (7) Each proprietor hereby irrevocably appoints the chairman for the time being of the council severally his or her:
- (a) proxy to vote on his or her behalf at any meeting of the strata company (to the exclusion of the proprietor if present) called to deal with any aspect of the re-subdivision; and
 - (b) attorney to act on his or her behalf with respect to the matters set out in the preceding provisions of this bylaw 40 and to execute all such documents and do all things, as the act and deed of the proprietor, as may be necessary to enable the registration of the plan of re-subdivision.
- (8) Each proprietor shall ratify and confirm all acts, deeds and things done by the the chairman for the time being of the council as attorney constituted under by-law 40(7)(b).

WARNING

The proposed re-subdivision in by law 40 is not binding on the Western Australian Planning Commission, Local Government or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving, the proposed re-subdivision.

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39. Reserved positions on council

- (1) Notwithstanding anything hereinbefore contained, each of Anilia Pty Ltd and Nicvira Nominees Pty Ltd shall automatically be a member of the council for so long as they remain a proprietor of a lot.
- (2) For the avoidance of doubt:
 - (a) it shall not be necessary for either Anilia Pty Ltd or Nicvira Nominees Pty Ltd to face election to the council so long as in each case consent is provided to the Chairman pursuant by-law 4(1)(c) at or prior to the general meeting at which the council is elected; and
 - (b) where Anilia Pty Ltd and/or Nicvira Nominees Pty Ltd provides such consent, the number of other councillors to be elected shall be reduced accordingly.

40. Re-subdivision

- (1) The strata company shall arrange for the re-subdivision of all lots in the scheme in accordance with the proposed plan of re-subdivision in Schedule A (*re-subdivision*).
- (2) The strata company shall by unanimous resolution, in accordance with sections 8 and 8A approve the re-subdivision and any re-allocation of unit entitlement certified by a licensed valuer as being appropriate consequent upon the re-subdivision.
- (3) No proprietor of a lot or any person holding an interest in a lot shall object to, or cause the strata company to object to the re-subdivision or make any claim for compensation arising from the re-subdivision, it being acknowledged that the re-subdivision is solely for the purpose of excising all buildings and other structures from the lots so that the lot boundaries are as determined by section 3(2)(a).
- (4) If the plan of re-subdivision complies, or sufficiently complies, with
 - (a) the proposed plan of re-subdivision set out in schedule A; and
 - (b) the proposed unit entitlement and valuers certificate (form 27) set out in Schedule B,in the manner specified in paragraph (a)(ii)(II) of section 8A (*paragraph (a)(ii)(II) of section 8A*) the plan of re-subdivision may be registered without requiring the consent of any proprietor of, or person holding a registered interest in or caveat affecting a lot.
- (5) If the plan of re-subdivision does not comply or sufficiently comply with paragraph (a)(ii)(II) of section 8A, but complies with all planning requirements of the local government each proprietor must:
 - (a) cause the strata company to consent to the proposed plan of subdivision and the proposed allocation of unit entitlement as required by section 8A(a)(ii)(I);
 - (b) certify his or her consent to the proposed plan of subdivision as required by section 8A(i);
 - (c) certify his or her consent to the proposed allocation of unit entitlement as required by section 8A(j);

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- (iii) the costs and expenses of any tradesmen, security guards or other personnel engaged by the strata company;
 - (iv) the costs and expenses of any contractors, consultants or experts engaged by the strata company; and
 - (v) the costs and expenses of any solicitor engaged by the strata company on a solicitor and own client full indemnity basis, including barrister's fees where applicable;
- (b) **debt recovery action** means any action in a court of competent jurisdiction by the strata company under section 36(1)(d), section 36(4), section 38(5), section 42(13), section 53E(3) or section 55A(2) of the Act;
- (c) **default or related expenses** includes:
- (i) litigation expenses; and
 - (ii) work expenses;
- (d) **defaulting proprietor** means:
- (i) the proprietor to whom notice alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws has been given;
 - (ii) the proprietor who owes the debt the subject of the debt recovery action;
 - (iii) the proprietor against whom any application mentioned in sub-bylaw 38(2)(e)(iii) has been made;
 - (iv) the proprietor of the lot the occupier of which:
 - (A) has been given notice alleging breach of the Act or of the by-laws of the strata company or against whom demand has been made pursuant to the Act or such by-laws;
 - (B) owes the debt the subject of the debt recovery action, or
 - (C) against whom an application mentioned in sub-bylaw 38(2)(e)(iii) has been made;
- (e) **litigation** includes:
- (i) any notice given alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws;
 - (ii) any debt recovery action;
 - (iii) any application by the strata company to the State Administrative Tribunal to enforce any provision of the Act or the by-laws of the strata company under section 81 or section 83 of the Act, or by the strata company under section 91, section 92, section 103I or section 103K of the Act, and any appeal from any such application;
- (f) **litigation expenses** means the costs of the litigation; and
- (g) **work expenses** means the costs of carrying out work under section 38(1), section 38(2) or section 38(3) of the Act or by-law 37.

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- (f) all common property affected by the works is cleaned and restored to the same state and condition as it was prior to the works being commenced.
- (6) (a) Immediately following completion, the proprietor shall notify the strata company in writing of that completion; and
 - (b) if any works of a structural nature have been carried out, the proprietor shall, within ten (10) days following completion deliver to the strata company, at the proprietor's cost, a certificate of a structural engineer confirming that the works have been carried out in accordance with sub-by-law (3).
- (7) If, upon enquiry or as a result any inspection or report in respect of the lot by or on behalf of the council under this by-law, the council gives to the proprietor notice in writing of any defect in the works or of any failure to comply with any of the conditions under which the carrying out of those works were approved, the proprietor shall at the proprietor's cost in all respects take immediate steps to rectify that default within such time and in such manner as the council shall specify.
- (8) The proprietor shall at all times remain responsible for the repair maintenance and replacement of any of the works but any replacement shall be subject to all of the other requirements of this by-law.

36. Penalty for breach of by-laws

Subject to section 42A of the Act, the penalty for breaching any of the by-laws shall be \$500 or such greater amount as may from time to time be prescribed by the *Strata Titles General Regulations 1996* for the purposes of section 42A.

37. Default

If a proprietor or occupier breaches any by-law and that default continues for 7 days after notice thereof is given to the proprietor or occupier by the strata company, then the strata company may enter and, if necessary remain upon any part of the parcel to make good such default and any costs or expenses incurred by the strata company in so doing shall be recoverable from the proprietor or occupier in default.

38. Levies on differential basis for default and related expenses

- (1) Subject to sections 81(11) and section 111 of the Act, where the strata company has incurred default or related expenses the strata company shall levy contributions in respect of such default or related expenses on the defaulting proprietor.
- (2) In this by-law:
 - (a) **costs** means all costs of and incidental to the relevant work or matter, including:
 - (i) an allowance based on the agreed amount or charge-out rate of any strata manager engaged by the strata company for time spent by the strata manager and not incorporated in the base fee charged by the strata manager in managing the scheme;
 - (ii) the costs and expenses of any debt collection agent engaged by the strata company;

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- (4) If the requirements of sub-bylaws (1), (2) and (3) have been satisfied and the strata company has given notice of approval, the proprietor shall not commence or cause or permit to be commenced or carried out any of the proposed works:
- (a) without complying with the specifications referred to in sub-bylaw (3)(a)(ii), if that sub-bylaw applies;
 - (b) without, not less than forty-eight (48) hours before such commencement, giving:
 - (i) to the strata manager, if there is one, otherwise to the secretary, written notice of the proposed date of commencement; and
 - (ii) to the secretary, the caretaker, if there is one, and to the occupiers of all lots in the building in which the lot is situated, the name and contact details of the works supervisor and the dates and times when any of the works is to take place.
 - (c) other than on a weekday (not being a public holiday) and then only between the hours of 7am and 5pm, unless otherwise approved by the council;
 - (d) without ensuring that the proprietor or any other occupier of the lot, shall permit a duly authorised member of the council with or without engineers, architects, insurance assessors or other consultants:
 - (i) at any time or times while any such works are being carried out; and
 - (ii) following completion, on 48 hours' notice, to enter the lot, inspect the works, take measurements and photographs of the works and carry out any tests on the works or materials involved in the works;
- (5) The proprietor shall ensure that:
- (a) any garbage, waste materials or rubbish from the works is:
 - (i) left only on such part of the parcel as the strata manager or the caretaker, if there is one, otherwise a member of the council shall specify from time to time; and
 - (ii) removed entirely from the parcel at least once per week;
 - (b) no tradespersons' or other vehicle required in respect of the works is parked on common property other than in a car bay in respect of which the proprietor has exclusive use rights, without the prior approval of the strata manager or the caretaker, if there is one, otherwise a member of the council;
 - (c) no security system is prejudiced or interrupted during or as a result of the carrying out of the works;
 - (d) all works comply with all applicable statutory and regulatory requirements;
 - (e) no power, water, gas or other services or utilities serving the common property or any other lot are interrupted or otherwise interfered with without prior notice to and the approval of the strata manager or the caretaker, if there is one, otherwise a member of the council; and

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35. Alterations and additions within a lot

- (1) Without limiting the provisions or the effect of sections 7A or 7B in relation to the erection of, alteration to or extension of a structure on a lot, a proprietor shall not carry out or cause or permit to be carried out any works within that proprietor's lot without:
 - (a) giving to the strata company notice in writing setting out the details of the proposed and such other information as may be prescribed by the *Strata Titles General Regulations 1996* as amended or as may be required under this by law (**the Notice**); and
 - (b) at that proprietor's cost, complying with the provisions of this by-law.
- (2) Subject to sub-bylaw (3), the proprietor shall include with the Notice:
 - (a) written confirmation from the relevant local government that the proposed works have been approved by or that the approval of the local government is not required, as the case may be;
 - (b) details of all authorisations and permits required by any other relevant authority in relation to the proposed works;
 - (c) details of insurances applicable to the proposed works;
 - (d) a timetable for the commencement and completion of the works; and
 - (e) a written undertaking by the proprietor that:
 - (i) the proposed works will not be commenced without the proprietor complying with any requirements, including paying any additional premium or other payment, of the strata company's insurers in relation to the works;
 - (ii) the proposed works shall only be carried out by appropriately licensed and duly qualified tradespersons using best quality materials and fittings and to high standards and at the risk and cost of the proprietor in all respects; and
 - (iii) the proprietor will indemnify and keep indemnified the strata company, the council and the proprietors of all other lots from any costs, claims, damages, actions or proceedings arising in the course of or attributable to the works.
- (3) If the proposed works involve any alterations or additions to any wall or any other works of a structural nature, the proprietor shall:
 - (a) include with the Notice, unless otherwise waived by the council:
 - (i) a report from a duly qualified architect specifying the location, nature, extent and purpose of the proposed works; and
 - (ii) in respect of a wall, a certificate from a duly qualified structural engineer that the wall is or forms part of or does not form part of a load-bearing component of the building in which it is situated, as the case may be, together with a certificate from that engineer addressed to the strata company specifying what steps, procedures, design or materials are necessary to retain the structural integrity of the building during the course of or as a result of the works.
 - (b) not commence or cause or permit to be carried out any such works without the prior approval in writing of the strata company.

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- (iv) maintaining the quality of water in any swimming pool or spa comprised in the common property.

32. 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:

- (a) close off areas of common property on either a temporary or permanent basis, or otherwise restrict access thereto, or use by, proprietors or occupiers of any lot; and
- (b) permit, to the exclusion of the proprietors or occupiers of any lot, any designated part of the common property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots,

without liability to any proprietor, occupier or other resident for any loss, damage or inconvenience attributable to such closure or access.

33. Indemnity

- (1) A proprietor or occupier of a lot shall indemnify and keep indemnified the strata company from and against all actions, claims, demands, costs, suits or causes of action arising out of or attributable to:
 - (a) any breach of any of these or the Schedule 2 by-laws or any wilful act or omission on the part of that proprietor or occupier or their invitee, as the case may be; and
 - (b) any works carried out by or on behalf of that proprietor or occupier in or in relation to that lot.
- (2) Without limiting sub-bylaw (1):
 - (a) If damage of any nature is caused to any part of the common property by the actions of any proprietor, occupier or their invitee, that proprietor or occupier as the case may be, shall reimburse to the strata company upon demand the full cost of making good that damage.
 - (b) If the strata company expends money to make good the damage to the common property the strata company shall be entitled to recover the amount so expended as a debt in any court of competent jurisdiction.

34. Reserve Fund Contributions

- (1) The strata company may pursuant to section 36(2) establish a Reserve Fund for the purpose of accumulating funds to meet future contingent expenses other than those of a routine nature and other major expenses of the strata company likely to arise in the future.
- (2) At each AGM, the strata company may determine the amounts to be raised or the balance to be maintained in the fund referred to in sub by-law (1) and shall raise the amounts so determined by levying contributions on proprietors in proportion to the unit entitlements of their respective lots provided that the contribution may be varied at any general meeting if the strata company so resolves.

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- (b) view the improvements within the parcel when required;
- (c) arrange and attend the AGM or other general meetings, take minutes of the proceedings and distribute them;
- (d) act (upon request by, or in the absence of, the chairman) as chairman of any meeting of the strata company or its council if so agreed by all the members of the council present at the meeting;
- (e) take instructions from council to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims on behalf of the strata company;
- (f) arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;
- (g) disburse monies in accordance with Act and the by-laws;
- (h) maintain the records of the strata company required by law;
- (i) prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- (j) provide, so far as is reasonable, general advice and assistance to the strata company and the members of its council;
- (k) subject to any direction by the council to the contrary, have possession of and care for the strata company records;
- (l) implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- (m) have custody of the common seal;
- (n) employ the services of contractors to maintain the common property, includes gardens and grounds;
- (o) make proper security arrangements for the scheme as a whole;
- (p) perform the functions of secretary and treasurer;
- (q) prepare any certificate applied for under Section 43 and recover for the strata company such fees as are prescribed pursuant to the Act; and
- (r) generally implement the decisions of the strata company and its council.

31. Caretaker

Without limiting by-law 14, the council may engage the services of a caretaker upon any terms and conditions that the council considers reasonable to perform all or any of the following duties and such other duties as the council considers appropriate:

- (a) keep the common property clean and tidy;
- (b) maintain the common property in good order and condition by:
 - (i) doing repairs and maintenance except where work should be carried out by a skilled tradesperson;
 - (ii) arranging and supervising repairs and maintenance by skilled tradespeople;
 - (iii) keeping the drains and gutters free of obstruction; and

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evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw (4).

- (8) If a poll is duly demanded, it must be taken immediately in a manner the chairman thinks fit and the chairman shall declare the result of the poll.
- (9) A demand for a poll may be withdrawn by the person who demanded it before the result of the poll is declared and if it is withdrawn then any steps taken in relation to the poll shall be cancelled and of no effect.
- (10) In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- (11) The chairman has a deliberative vote if entitled to vote, but does not have a casting vote.

28. Voting by proxy

- (1) A person who is entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy to vote on their behalf at that meeting.
- (2) The appointment of a proxy must be in writing executed by the appointor or the appointor's attorney and may be either for a particular general meeting or general meetings or for all general meetings and may contain directions on how to vote in relation to specific items or may be for general voting purposes.
- (3) A proxy holder need not be a proprietor.
- (4) On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the lot of such of the joint proprietors who do not vote personally or by an individual proxy holder.
- (5) The co-proprietors of a lot may only vote on a show of hands or on a poll by a proxy holder jointly appointed by them but the appointee may be one of those co-proprietors.
- (6) If the co-proprietors of a lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands, on a poll or otherwise, except when the unanimous resolution of proprietors is required by the Act.

29. Common Seal

If there is only one member of the council, the common seal of the strata company may be used with that member's authority at a council meeting and that member shall sign every instrument to which the seal is affixed but in any other case the common seal may only be used in the presence of at least two members of the council, who shall sign every instrument to which the seal is affixed.

30. Strata Manager

Without limiting by-law 14, the council may appoint a strata manager upon any terms and conditions that the council considers reasonable including delegating to the strata manager any of the strata company's powers, authorities, duties and functions as are capable of being delegated, including powers to:

- (a) arrange as required by the strata company normal day to day maintenance, repair and replacement of any property vested in the strata company, but excluding any special attendance at the parcel for this purpose;

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adjourned to the same day in the next week at the same place and time. If, on that date, at that place and at that time, such a quorum is not present within 30 minutes after the time the adjourned meeting was to commence, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business;

- (b) if a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of proprietors, the meeting will be dissolved; and
 - (c) the strata company shall not be required to give to any proprietor any notice of an adjournment under this sub-bylaw.
- (2) The chairman may, with the consent of a general meeting while a quorum is present and subject to sub-bylaw (3), adjourn the meeting from time to time and from place to place, but if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.
 - (3) If a meeting is adjourned pursuant to sub-bylaw (2) to a date more than 28 days from the date upon which the decision to adjourn is made, the secretary shall give notice to all lot proprietors not less than 7 days before the date to which the meeting is adjourned but in any other case no such notice shall be required to be given.
 - (4) No business may be transacted at the resumption of a general meeting which has been adjourned, other than the business left unfinished at the meeting from which the adjournment took place.

27. Voting at a general meeting

- (1) Before a motion at a general meeting can be voted on, it must be moved by a proprietor or proxy of a proprietor entitled to vote on the motion but shall not require a seconder.
- (2) Subject to sub-bylaw (3), a motion may be passed at a general meeting by a simple majority vote.
- (3) If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the voting requirements of section 3C must be complied with in respect of that motion, but, in any other case, sub-bylaws (4) to (11) will apply.
- (4) All motions at a general meeting, other than those referred to in sub-bylaw (3), are to be decided on a show of hands, unless immediately following that vote any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw (7).
- (5) On a show of hands, each person entitled to vote has one vote for each lot owned by that person.
- (6) On a poll:
 - (a) each person entitled to vote has one vote for each unit entitlement allocated to the lot in respect of which that person is voting; and
 - (b) each co-proprietor of a lot is entitled to such part of the vote applicable to the lot as is proportionate to their interest in the lot.
- (7) Subject to the requirements of voting under section 3C in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive

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23. Quorum for a general meeting and entitlement to vote

- (1) Except as otherwise provided in these by-laws and subject to sub-bylaw (2), no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and no vote shall be conducted unless there continues to be a quorum at the time the vote is taken.
- (2) The quorum to enable a general meeting to proceed to business is one half of the persons entitled to vote on an ordinary resolution present in person or by duly appointed proxy.
- (3) A proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money due to be paid to the strata company in respect of their lot, as at the date of service of the notice of meeting on the proprietor, has been paid to the strata company by cash, bank cheque or cleared cheque before the meeting commences and a declaration by the treasurer that all such money has been paid or not paid shall be conclusive.
- (4) A proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or a unanimous resolution even if money due to the strata company in respect of their lot remains unpaid before the meeting commences.

24. Quorum for special resolutions or resolutions without dissent

The quorum required at the time a vote is taken on a motion sought to be passed as a special resolution or resolution without dissent is the sufficient quorum specified in section 3C at the time the resolution is voted on.

25. Chairman of a general meeting

- (1) Subject to the following sub-bylaws, at a general meeting or at the resumption of an adjourned general meeting, the chairman of the council is to be the chairman of the meeting.
- (2) The chairman of the council either before or at the commencement of or during a meeting may elect not to chair that meeting or a particular part of that meeting even if he is or may be present at the meeting.
- (3) If the chairman makes an election under sub-bylaw (2) or is unavailable to act as chairman at that meeting or at a part of that meeting, those present at the meeting shall authorise another person to chair the meeting or that part of the meeting, as the case may be.
- (4) A person appointed under sub-bylaw (3) need not be a proprietor.
- (5) A person appointed under sub-bylaw (3) may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- (6) The person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who chaired the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- (1) (a) Subject to sub-bylaw (1)(b), if the quorum of members referred to in sub-bylaw 23(1) and by-law 24 is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand

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20. How general meetings are convened

- (1) The council shall convene AGMs in accordance with these by-laws and may convene an extraordinary general meeting whenever it thinks fit.
- (2) The council shall convene an extraordinary general meeting upon receiving a written requisition made by proprietors entitled to one-quarter or more of the aggregate unit entitlement of all of the lots.
- (3) If the council does not, within 28 days after receiving a requisition under sub-bylaw (2), give 14 days' notice of a general meeting to be held not later than 42 days after the date of receiving that requisition, the requisitionists, or any of them representing more than one half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are convened by the council, convene an extraordinary general meeting.
- (4) Any meeting convened under sub-bylaw (3) by requisition must be held within 3 months from the date on which the requisition was made and is subject to sub-bylaw 26(1)(b).

21. Additional Agenda items for general meetings

If, not less than 21 days before a general meeting and before notice of the general meeting is sent out, a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting, the secretary shall include that item in the agenda of that meeting.

22. Notices of general meetings

- (1) The secretary shall give a notice of and an agenda for every general meeting to:
 - (a) all proprietors; and
 - (b) any registered mortgagee who is entitled to give and who has given the strata company written notice of their mortgage pursuant to section 50(6), until the mortgagee has in writing waived that obligation or the mortgage is discharged in respect of the lot over which it is secured, whichever sooner occurs.
- (2) The secretary shall give the notice of an agenda referred to in sub-bylaw (1):
 - (a) not less than 14 clear days before the date of the meeting, not counting:
 - (i) the day upon which the notice is served or deemed to be served; or
 - (ii) the day of the meeting the subject of the notice;
 - (b) that specifies the place, date and hour of the meeting;
 - (c) in the case of any proposal to vote on a unanimous resolution, a resolution without dissent or a special resolution, that includes a copy of the proposed resolution; and
 - (d) that provides a statement of the general nature of any other items of business to be discussed at the meeting.
- (3) Accidental omission to give a notice of general meeting to any person entitled to receive it will not invalidate any proceedings at the meeting.

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- (2) If the chairman is absent from any council meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting.

16. Chairman, Secretary and Treasurer

Subject to by-law 25, the chairman, secretary and treasurer of the council is also respectively the chairman, secretary and treasurer of the strata company.

17. Powers and duties of the Secretary

The powers and duties of the secretary include:

- (a) preparing and distributing minutes of council meetings and general meetings;
- (b) submitting a motion to confirm the minutes of any council meeting or general meeting, respectively, at the next such meeting;
- (c) giving on behalf of the council and of the strata company the notices required to be given by the council or the strata company under the Act or the by-laws;
- (d) recording the particulars specified in section 35(1);
- (e) providing information on behalf of the strata company in accordance with section 43(1)(a) and (b);
- (f) answering communications addressed to the council or the strata company;
- (g) calling of nominations of candidates for election as members of the council;
- (h) subject to sections 49 and 103 and to by-laws 8 and 20, convening meetings of the council and the strata company;
- (i) preserving the strata company records for any period or periods respectively prescribed for such records under the Act or seven years, whichever is the longer; and
- (j) in each notice of a general meeting notifying the proprietors the location of the strata company's records.

18. Powers and duties of the Treasurer

The powers and duties of the treasurer include:

- (a) notifying proprietors of any contributions levied pursuant to the Act and in accordance with resolutions passed at a general meeting of the strata company;
- (b) receiving, acknowledging, banking and accounting for any money paid to the strata company;
- (c) preparing any certificate referred to in sections 43(1)(c) and (d);
- (d) keeping the books of account referred to in section 35(1)(f); and
- (e) preparing the statements of accounts referred to in section 35(1)(g).

19. General meetings of the Strata Company

- (1) General meetings of the strata company shall be held once in each year, but not more than 15 months may elapse between the date of one AGM and that of the next.
- (2) All general meetings other than the AGM are to be called extraordinary general meetings.

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instantaneous communication is maintained between such number of its members as would constitute a quorum if the members of the council were meeting in person;

- (ii) in relation to a meeting to be held pursuant to sub-paragraph (i), the secretary or, in the case of non-participation in the meeting by the secretary, one of the participating members of the council shall first undertake to the other participants to record the minutes of the meeting and to deliver a copy of those minutes to all members of the council within 14 days after the meeting;
 - (iii) unless any participant within 7 days after receipt of a copy of those minutes, delivers an objection in writing to the secretary (whether or not the secretary was a participant in the meeting) objecting to the accuracy of those minutes, the minutes will be deemed to be a true and correct record thereof and any resolution adopted at that meeting will be deemed to be a binding resolution of the council but if an objection to the accuracy of those minutes has been delivered to the secretary within the specified time, any resolution to which that objection relates will lapse and must be re-submitted to the next meeting of the council;
- (b) If each member of the council is served with a copy, in identical terms, of a proposed resolution of the council specifying the mover and seconder of that resolution and if, within 7 days of that service, a majority of the members of the council have signed and delivered to the secretary a notice that they vote in favour of the resolution, the resolution will be deemed to be a binding resolution of the council made at a duly convened meeting of the council.
- (8) The council may invite any lot proprietor, adviser, caretaker, agent, contractor or employee to be present at any meeting or any part of a meeting of the council.
 - (9) The council shall make and retain a complete and up to date set of minutes of all council meetings and of all resolutions of the council.

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

The council may on behalf of the strata company:

- (a) appoint, employ or engage solicitors, agents, a strata manager, a caretaker and others in connection with the exercise and performance of all or any of the functions, powers and duties of the council, its officers and the strata company on such terms and conditions as the council considers reasonable; and
- (b) revoke or terminate any such appointment, employment or engagement, and vary or amend the terms and conditions of any such appointment, employment or engagement.

15. Presiding at the Council Meetings

- (1) The chairman shall preside at all council meetings at which the chairman is present or in which the chairman is a participant.

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12. Chairman, secretary and treasurer of the Council

- (1) The members of the council shall, at the first meeting of the council after they assume office as members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person:
 - (a) cannot be appointed as the chairman, secretary or treasurer unless that person is a member of the council;
 - (b) may be appointed to more than one of those offices; and
 - (c) may at any time be replaced by the council in any of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) will hold office until:
 - (a) that person is replaced in that office pursuant to sub-bylaw (2);
 - (b) that person ceases to be a member of the council;
 - (c) that person resigns from that office by written notice to the council; or
 - (d) another person is appointed by the council to hold that office pursuant to sub-bylaw (2),whichever first occurs.

13. Meetings and Resolutions of the Council

Subject to the Act and the other by-laws:

- (1) The council may meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- (2) The council must meet when any member of the council gives to the other members not less than 7 days' notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- (3) A member of the council may, by notice in writing, with the written consent of the proposed appointee and served on the council, appoint a proprietor who is not a corporation or who is an individual authorised under section 45 by a corporation that is a proprietor, to act in the member's place as a member of the council at any council meeting and that appointee will, when so acting, be deemed to be a member of the council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 15(2).
- (4) A proprietor or individual appointed under sub-bylaw (3) need not be a member of the council.
- (5) A proprietor or individual appointed under sub-bylaw (3) who is already a member of the council may, at any council meeting or when otherwise voting on a motion of the council, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act, subject to proxy voting disqualification provisions of section 50A.
- (6) At council meetings, all matters are to be determined on a show of hands by a simple majority vote.
- (7) As an alternative to all members of the council meeting in person:
 - (a) (i) the council may, with the agreement of a majority of its members, conduct a meeting by telephone, audio, audio-visual or other means, or any combination thereof, by which continuous and

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- (e) is not re elected at an AGM at which members of the council are elected,
whichever first occurs.

8. Filling a casual vacancy on the Council

- (1) If a casual vacancy arises on the council because of the removal from office of a member under sub-bylaw 7(1), and the strata company has so resolved, the casual vacancy is to be filled by a proprietor who is not already a member of the council and who is elected by the strata company at its next general meeting.
- (2) If a casual vacancy arises on the council and, pursuant to sub-bylaw 7(1), the strata company has not resolved to fill the casual vacancy and in any other case, the remaining members of the council may appoint a proprietor who is not already a member of the council to fill that vacancy.

9. Council powers while there is a vacancy

- (1) Subject to sub-bylaw (2), where there is a casual vacancy on the council, the remaining members of the council may continue to act.
- (2) While the number of members of the council is reduced below the number fixed by these by laws as the quorum for a council meeting, the continuing members may act only:
 - (a) to convene a general meeting; or
 - (b) for the purposes of sub-bylaw 8(2), to increase the number of members of the council to the number fixed by the strata company,
as the case may be.
- (3) For the purposes of this by-law, a casual vacancy will be deemed to include the failure to have sufficient nominees to fill all the positions on the council to be voted on at an AGM.

10. Quorum for a meeting of the Council

If the council consists of:

- (a) 1 member, that member;
- (b) 2 members, both of them;
- (c) 3 or 4 members, 2 of them;
- (d) 5 or 6 members, 3 of them; or
- (e) 7 members, 4 of them,

as the case may be, will, subject to sub-bylaw 9(2), constitute a quorum for a council meeting.

11. Validity of Council's acts

If it discovered that there was a defect in the appointment or continuance in office of a member of the council, all acts done in good faith by the council while that member acted as a member shall be as valid as if that member had been duly appointed or had duly continued in office.

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- (b) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot paper, in respect of each lot in respect of which that person is entitled to vote.
- (3) A person who is entitled to vote and who wishes to vote shall complete a valid ballot paper by:
 - (a) writing on it the names of nominees that that person wishes to elect, equal in number to the number of members of the council to be elected and so that no name is repeated;
 - (b) indicating on it the number of each lot in respect of which that person's vote is cast;
 - (c) signing it; and
 - (d) returning it to the chairman.
- (4) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot papers in favour of each nominee.
- (5) Subject to sub-bylaw (6), nominees, being equal in number to the number of members of the council to be elected who receive the highest numbers of votes will be deemed to be elected to the council.
- (6) If the number of votes recorded in favour of a nominee is the lowest of the numbers of votes referred to in sub-bylaw (5) and:
 - (a) that number equals the number of votes recorded in favour of any other nominee; and
 - (b) if each of those nominees were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
 then, as between those nominees, those proprietors present and entitled to vote shall decide by a vote by a show of hands which of those nominees are to be elected to the council and the nominee who receives the greater number of votes will be deemed to be elected to the council.

7. Ceasing to be a member of the Council

- (1) Except where the council consists of all the proprietors, the strata company may by a special resolution, remove any member of the council before the expiration of the councillor's term of office and may resolve who the replacement is to be until the conclusion of the next AGM, in accordance with sub-bylaw 8(1).
- (2) A council member vacates the office of councillor if the councillor:
 - (a) is removed from office under sub-bylaw (1);
 - (b) dies;
 - (c) ceases to be a proprietor of a lot;
 - (d) fails to attend personally, or in the case of a corporation, fails to have its appointed representative to attend three consecutive council meetings without reasonable excuse;
 - (e) is convicted of any criminal offence;
 - (f) resigns by written notice served on the strata company; or

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4. Nominations for election to the Council

(1) Nominations

The nomination of members for election to the council shall be conducted as follows:

- (a) the AGM shall decide, in accordance with the requirements of by-law 2, the number of members of whom the council is to consist;
- (b) the chairman shall call upon those persons present who, under these by-laws, are entitled to vote on an ordinary resolution, to nominate proprietors for election to the council; and
- (c) a nomination under this by-law or a deemed nomination under sub-bylaws 5(3) or 5(4) must be supported by the consent of the nominee to their nomination. That consent must be given to the chairman and may be provided orally by a nominee who is present at the meeting or in writing by a nominee who is not present. In the absence of a nominee's consent, his nomination is of no effect.

(2) Procedure following nominations

- (a) If the number of nominees is less than or equal to the number of members of the council that the AGM has resolved to elect, the chairman shall declare those nominees to have been elected as members of the council; and
- (b) if the number of nominees exceeds the number of members to be elected, the chairman shall direct that a ballot be held in accordance with by-law 6.

5. Eligibility of a co-proprietor to be elected to the Council

- (1) If there are co-proprietors of a lot, one only of the co-proprietors is eligible to be, or to be elected to be, a member of the council.
- (2) The co-proprietor who is so eligible shall be nominated by their co-proprietors.
- (3) If the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot will be deemed to be their nominee.
- (4) If there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot will be deemed to be their nominee.
- (5) A co-proprietor who is deemed to be a nominee under sub-bylaws (3) or (4) shall be required to provide the consent referred to in sub-bylaw 4(1)(c) before being included in a declaration under sub-bylaw 4(2)(a) or in a ballot pursuant to by-law 6.

6. Voting for the election of members of the Council

- (1) If a ballot must be held, the proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at a general meeting and who are present personally or by proxy at the general meeting at which the ballot is held.
- (2) For the purposes of the ballot, the chairman shall:
 - (a) announce the names of the nominees; and

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- (r) **strata company** means the strata company created upon registration of the Strata Plan;
- (s) **strata company records** means the records of the strata company and includes the records of the council and the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (t) **strata manager** means the strata manager from time to time appointed by the council;
- (u) **Strata Plan** means Strata Plan 31806;
- (v) **structure** includes any improvement prescribed under or for the purposes of section 7;
- (w) **vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, motor scooter, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land;
- (x) **watercraft** means any boat, powered or otherwise, canoe, kayak, raft, yacht, jet-ski or other craft designed for use on water, including any trailer or other transporting device in respect thereof and any sails, oars, ropes, fuel, oil, pump, mooring equipment, spare parts or related item;
- (y) words defined in the Act have the same meaning where used in these by-laws;
- (z) words denoting one gender include all other genders and words in the singular include the plural and vice versa; and
- (aa) a reference to a proprietor or to an occupier or to a resident is a reference, respectively, to the proprietor, occupier or resident of a lot.

1. **The Strata Company's Council**

- (1) The strata company is to have a council.
- (2) The members of the council are to be elected at each AGM.
- (3) Subject to any restriction imposed or direction given by the strata company at a general meeting and to sub-by-law (4) the functions, powers and duties of the strata company are to be exercised and performed by the council; and
- (4) Subject to by-law 9, a council meeting at which a quorum is present is competent to exercise all or any of the functions, powers and duties of the strata company.

2. **Membership of the Council**

The council is to consist of not less than three (3) nor more than seven (7) proprietors as decided upon by the strata company at each AGM for a period terminating at the conclusion of the next following AGM but subject to by-law 7.

3. **Counting the number of proprietors**

In determining the number of proprietors for the purposes of by-law 2:

- (a) co-proprietors of a lot shall be deemed to be one proprietor; and
- (b) a person who owns more than one lot shall also be deemed to be one proprietor.

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SCHEDULE 1 BY-LAWS

INTERPRETATION

Schedule 1 and Schedule 2 by-laws in the Act shall not apply to the scheme. The following Schedule 1 and Schedule 2 by-laws shall apply to the scheme and in the interpretation of those by-laws, unless the context or the Act otherwise requires:

- (a) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
- (b) **AGM** means an annual general meeting of the strata company;
- (c) **air-conditioning system** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of any air-conditioning system;
- (d) **by-law** means a by-law of the strata company;
- (e) **caretaker** means the caretaker from time to time appointed by the council;
- (f) **common property** means all parts of the parcel not comprised in a lot;
- (g) **council** means the strata company's council of owners;
- (h) **facilities** means any pool, spa, sauna, gymnasium, playground, tennis court, barbeque area, meeting room, community centre or similar structure or installation on or within common property;
- (i) **invitee** means each agent, contractor, tenant, lessee, licensee and other person who at any time is under the control of and in or upon a lot or the parcel with the consent (express or implied) of a proprietor or occupier of a lot;
- (j) **local government** means the local government within whose area the parcel is situated;
- (k) **lot** means a lot on the Strata Plan, being a cubic space having the boundaries referred to in the definition of 'lot' in section 3(1) and the horizontal boundaries ascertained under section 3(2).
- (l) **parcel** means the land comprised in the Strata Plan;
- (m) **person** includes a natural person and an incorporated entity;
- (n) **proprietor** means the person who is for the time being registered under the *Transfer of Land Act 1893* as the proprietor of an estate in fee simple or an estate for life of a lot and the proprietor's successors in title, personal representatives, permitted assigns and transferees or a registered mortgagee in possession;
- (o) **plan of re-subdivision** means a plan of re-subdivision in registrable form to effect the re-subdivision pursuant to by-law 40;
- (p) **scheme** means the strata scheme constituted under the Strata Plan and includes any additions or alterations made to or in respect of the scheme whether by way of demolition, construction, re-construction, re-subdivision or otherwise from time to time in accordance with the Act and the rights, entitlements and obligations conferred or imposed by the Act or the by-laws;
- (q) **services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, air conditioning, ventilation, sewerage, drainage, garbage disposal, telephone, security and communication services to, or in, any part of the scheme;

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| | | |
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Notice of Extraordinary General Meeting
The Owners of Via Marina Strata Plan 31806

ANNEXURE 1 SCHEDULE 1 BY LAWS

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FORM 27

Strata Titles Act 1985

Regulation 37 (1)(a)

STRATA PLAN No.

31806

CERTIFICATE OF LICENSED VALUER

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



Digitally signed by Kevin S Johnson
DN: cn=Kevin S Johnson, c=AU, o=K S Johnson and
Associates, email=kevin@ksjohnson
Date: 2011.07.27 10:41:04 +08'00'

.....
Licensed Valuer

.....
Date

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FORM 3

| STRATA PLAN No. 31806 | | | | | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 55 | 30 | | | 70 | 25 | | |
| 56 | 30 | | | 71 | 25 | | |
| 57 | 30 | | | 72 | 25 | | |
| 58 | 30 | | | 73 | 25 | | |
| 59 | 30 | | | 74 | 25 | | |
| 60 | 30 | | | 75 | 19 | | |
| 61 | 30 | | | 76 | 24 | | |
| 62 | 30 | | | 77 | 14 | | |
| 63 | 30 | | | 78 | 19 | | |
| 64 | 30 | | | 79 | 20 | | |
| 65 | 30 | | | 80 | 40 | | |
| 66 | 30 | | | | | | |
| 67 | 22 | | | | | | |
| 68 | 22 | | | | | | |
| 69 | 25 | | | Aggregate | 1,000 | | |

DESCRIPTION OF PARCEL AND BUILDING

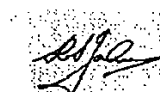
Re-subdivision of Strata Lots 1 to 40 and common property on Strata Plan 31806 having the address of 8 South Street, Fremantle 6160.

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **Kevin Sydney Johnson**, 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.

03-Mar-2011

Date



Digitally signed by Kevin S Johnson
DN: cn=Kevin S Johnson, o=AU,
ou=K S Johnson and Associates,
email=kevin@ksjohnson
Date: 2011.03.03 17:41:07 +0800

Signed

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| STRATA PLAN No. | | | | 31806 | | | |
|------------------------------|-------------------|---------------------|------|------------------------------|-------------------|---------------------|------|
| 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 | Now Re-subdivided | | | 28 | Now Re-subdivided | | |
| 2 | Now Re-subdivided | | | 29 | Now Re-subdivided | | |
| 3 | Now Re-subdivided | | | 30 | Now Re-subdivided | | |
| 4 | Now Re-subdivided | | | 31 | Now Re-subdivided | | |
| 5 | Now Re-subdivided | | | 32 | Now Re-subdivided | | |
| 6 | Now Re-subdivided | | | 33 | Now Re-subdivided | | |
| 7 | Now Re-subdivided | | | 34 | Now Re-subdivided | | |
| 8 | Now Re-subdivided | | | 35 | Now Re-subdivided | | |
| 9 | Now Re-subdivided | | | 36 | Now Re-subdivided | | |
| 10 | Now Re-subdivided | | | 37 | Now Re-subdivided | | |
| 11 | Now Re-subdivided | | | 38 | Now Re-subdivided | | |
| 12 | Now Re-subdivided | | | 39 | Now Re-subdivided | | |
| 13 | Now Re-subdivided | | | 40 | Now Re-subdivided | | |
| 14 | Now Re-subdivided | | | 41 | 22 | | |
| 15 | Now Re-subdivided | | | 42 | 23 | | |
| 16 | Now Re-subdivided | | | 43 | 23 | | |
| 17 | Now Re-subdivided | | | 44 | 23 | | |
| 18 | Now Re-subdivided | | | 45 | 23 | | |
| 19 | Now Re-subdivided | | | 46 | 23 | | |
| 20 | Now Re-subdivided | | | 47 | 23 | | |
| 21 | Now Re-subdivided | | | 48 | 23 | | |
| 22 | Now Re-subdivided | | | 49 | 23 | | |
| 23 | Now Re-subdivided | | | 50 | 24 | | |
| 24 | Now Re-subdivided | | | 51 | 21 | | |
| 25 | Now Re-subdivided | | | 52 | 21 | | |
| 26 | Now Re-subdivided | | | 53 | 21 | | |
| 27 | Now Re-subdivided | | | 54 | 17 | | |

Continued Overleaf

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SCHEDULE "B"

PROPOSED UNIT ENTITLEMENT AND FORM 27

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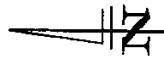
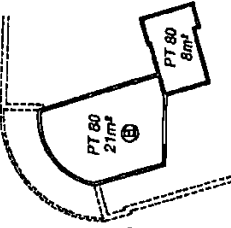


STRATA PLAN
31806

SHEET 16 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL

OVERLAYS TO SECOND FLOOR BELOW



SCALE 1:200 AT A3

0 10
THIRD FLOOR PLAN

For other parts of Lot 80 see Sheets 2, 8, 13 & 15.

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 surfaces of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the Strata Titles Act 1985.

The stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

(B) denotes Balcony

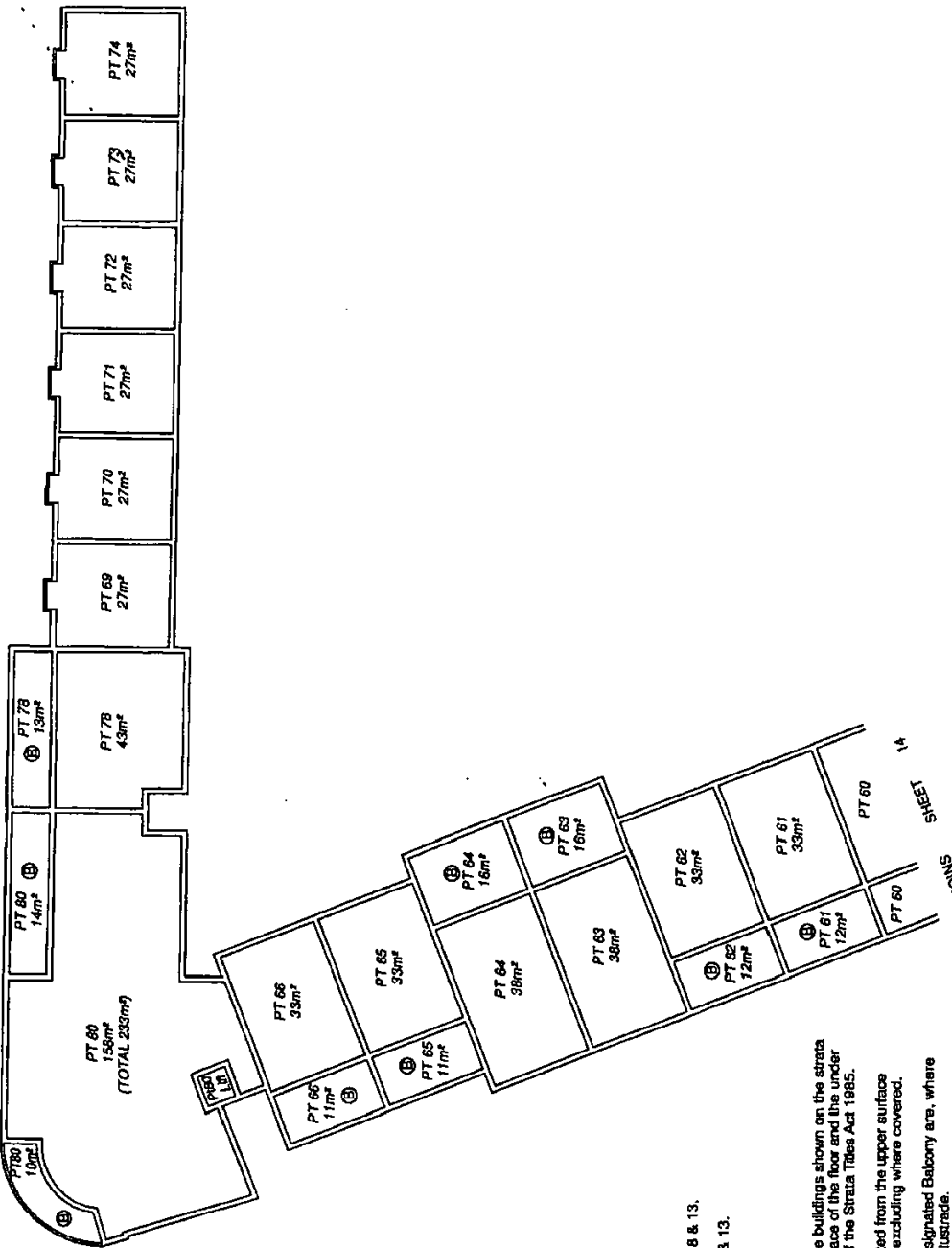
COTTAGE & ENGINEERING SURVEYS
17-49 Guthrie Street, Osborne Park, Western Australia
Telephone: (08) 944 7361 Facsimile: (08) 945 298
J/N T226071N (14/8/2010)
T. T. Bayliss
LICENSED SURVEYOR

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STRATA PLAN 31806

SHEET 15 OF 16 SHEETS



SCALE 1:200 AT A3

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SECOND FLOOR PLAN

For other parts of Lots 61 & 62 see Sheets 2, 7 & 13.

For other parts of Lots 63 - 66 inclusive see Sheets 2, 8 & 13.

For other parts of Lots 69 - 74 inclusive see Sheets 9 & 13.

For other parts of Lot 78 see Sheets 2 & 13.

For other parts of Lot 80 see Sheets 2, 8, 13 & 16.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

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All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

⊕ denotes Balcony

Beware
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL

COTTE & ENGINEERING
SURVEYS
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J/N T226071M (4/15/2010)
Terry Cotte
LICENSED SURVEYOR

TEMPORARY STRATA PLAN 31806

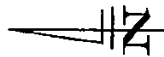
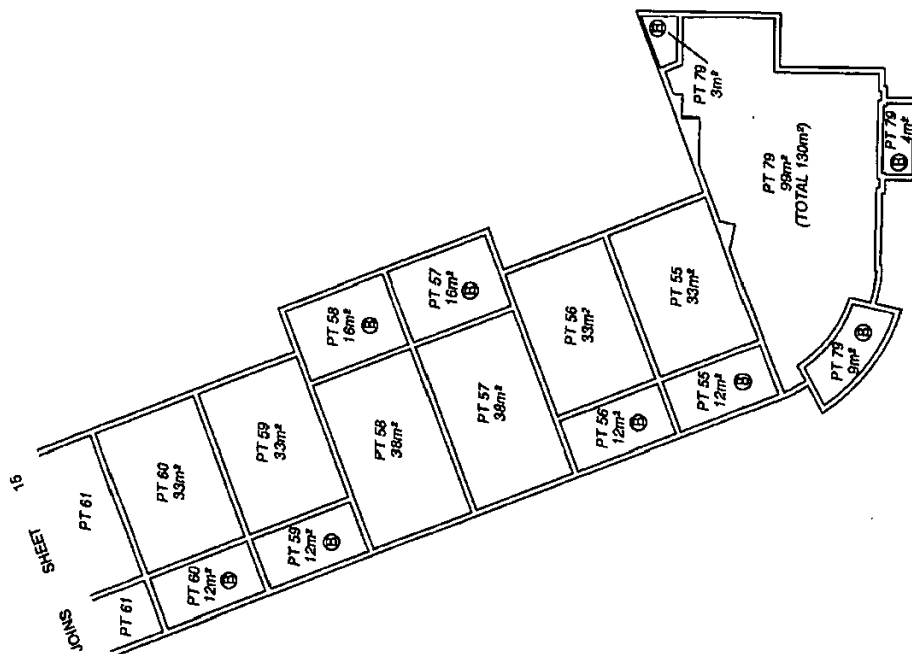
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STRATA PLAN 31806

SHEET 14 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

SECOND FLOOR PLAN

For other parts of Lots 55, 56 & 57 see Sheets 3, 6 & 12.

For other parts of Lots 58, 59 & 60 see Sheets 3, 7 & 12.

For other parts of Lot 79 see Sheet 3.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

Ⓢ denotes Balcony

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JLN 1228071L (4/8/2010)
✓ **Tony Bayliss**
LICENSED SURVEYOR

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SHEET 13 OF 16 SHEETS

PT 74 53m² 53m²

PT 73 53m² 53m²

PT 72 53m² 53m²

PT 71 53m² 53m²

PT 70 53m² 53m²

PT 69 53m² 53m²

PT 78 54m² 54m² (TOTAL 128m²)

Common

PT 77 55m² 55m² (TOTAL 72m²)

PT 76 112m² 112m² (TOTAL 141m²)

PT 78 10m² 10m²

PT 77 3m² 3m²

PT 78 3m² 3m²

PT 69 3m² 3m²

PT 70 3m² 3m²

PT 71 3m² 3m²

PT 72 3m² 3m²

PT 73 3m² 3m²

PT 74 3m² 3m²

PT 68 65m² 65m²

PT 69 2m² 2m²

PT 70 2m² 2m²

PT 71 2m² 2m²

PT 72 2m² 2m²

PT 73 2m² 2m²

PT 74 2m² 2m²

PT 66 2m² 2m²

For other parts of Lots 61 & 62 see Sheets 2, 7 & 15.
For other parts of Lots 63 - 66 inclusive see Sheets 2, 8 & 15.
For other parts of Lots 69 - 74 inclusive see Sheets 9 & 15.
For other parts of Lot 76 see Sheets 2 & 8.
For other parts of Lot 77 see Sheet 2.
For other parts of Lot 78 see Sheets 2 & 15.
For other parts of Lot 80 see Sheets 2, 8, 15 & 16.

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 surfaces of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the Strata Titles Act 1985.

The stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

(B) denotes Balcony

Beware
UNAPPROVED & UNLOADED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL

COTTAGE & ENGINEERING
SURVEYS
87-49 Culbrite Street, Osborne Park, Western Australia
Telephone: (08) 9446 7261 Facsimile: (08) 9462 2798
J/N T228071J (3/8/2010)
✓ Tony Bayliss
LICENSED SURVEYOR

SCALE 1:200 AT A3

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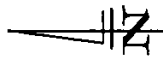
FIRST FLOOR PLAN

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STRATA PLAN 31806

SHEET 12 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLANS:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

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FIRST FLOOR PLAN

For other parts of Lots 51, 52 & 53 see Sheet 6.

For other parts of Lots 55, 56 & 57 see Sheets 3, 6 & 14.

For other parts of Lots 58, 59 & 60 see Sheets 3, 7 & 14.

For other parts of Lot 75 see Sheet 3.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

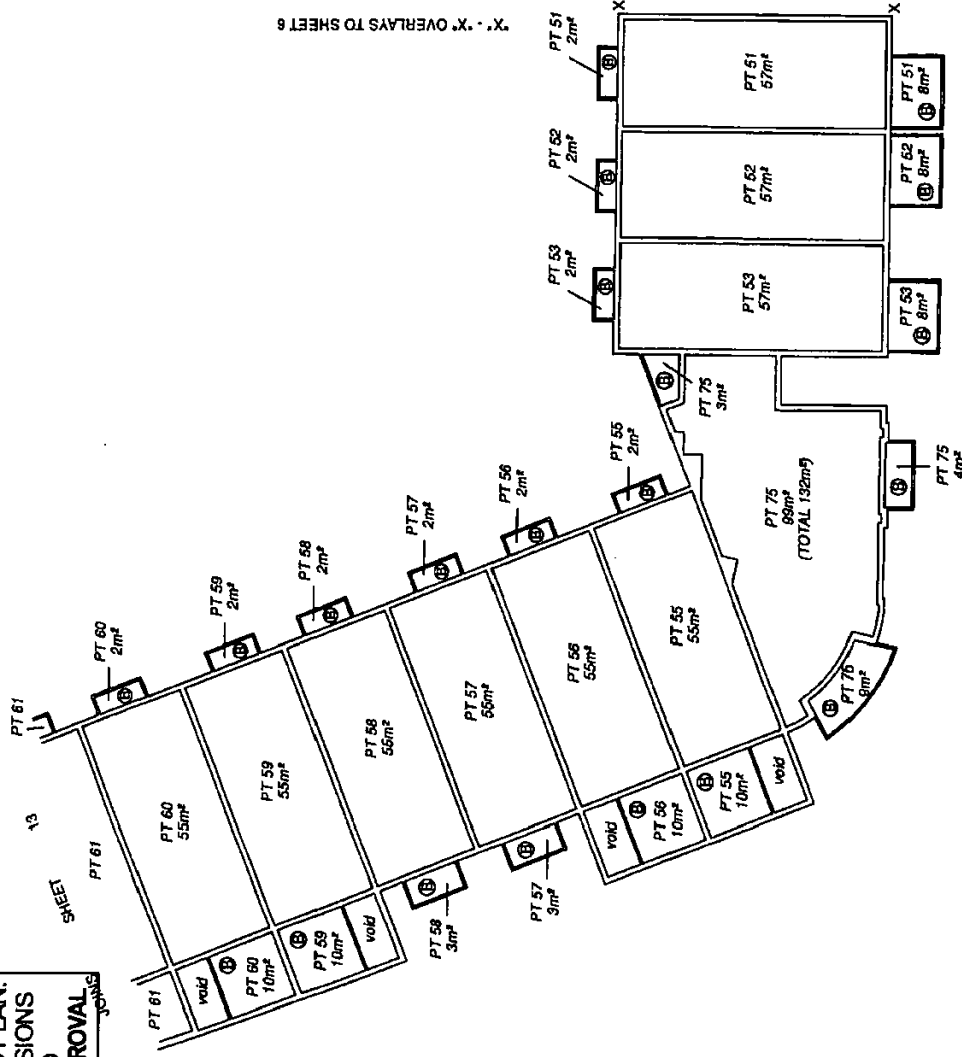
All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

Ⓢ denotes Balcony



CONTRAF & ENGINEERING
SURVEYS
62-64 Gulliver Street, Chesham NSW 2869 Australia
Telephone: (08) 9443 7331 Facsimile: (08) 9443 7330
JUN 1226071K (3/8/2010)
Terry Bayler
LICENSED SURVEYOR

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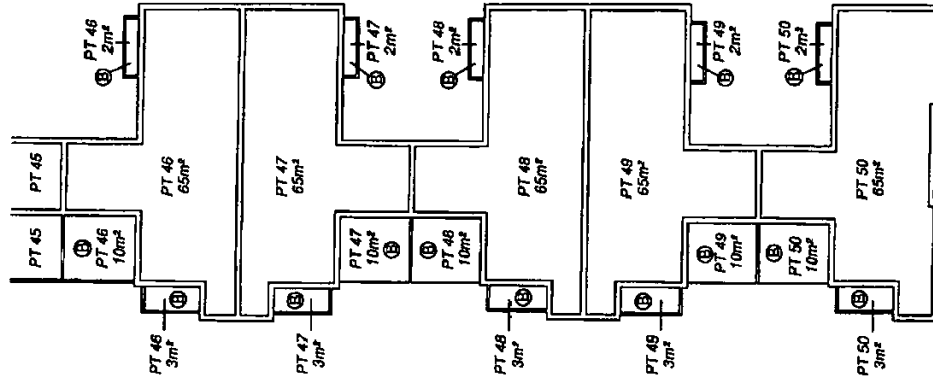
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STRATA PLAN 31806

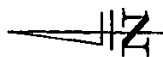
SHEET 11 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLOADED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL

JOINS SHEET 10



ADJOINS SHEET 12



SCALE 1:200 AT A3
0 10
FIRST FLOOR PLAN

For other parts of Lots 46 - 50 inclusive see Sheet 5.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

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All un-designated areas are common property.

Ⓢ denotes Balcony

COTTAGE & ENGINEERING SURVEYS
17-49 Gullible Street, Osborne Park, Western Australia
Telephone: (08) 9445 7261 Facsimile: (08) 9445 578
J/N T226071P (4/8/2010)
✓ T. Taylor
LICENSED SURVEYOR

TEMPERATURE (20°C) 18 JAN 2010

PLOT FILE



Landgate

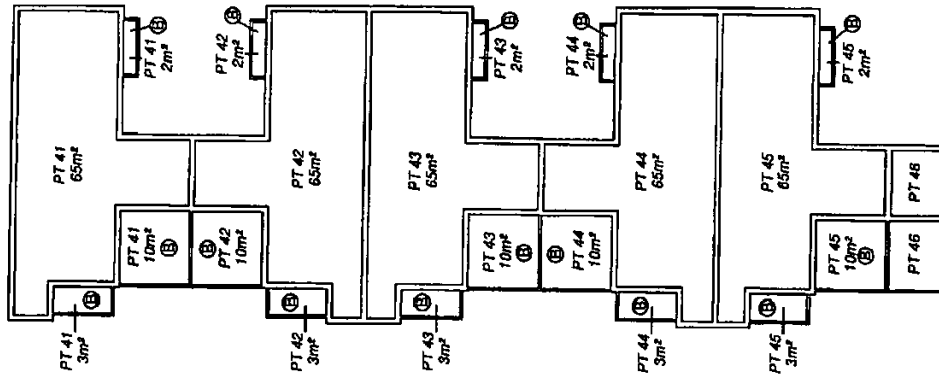
www.landgate.wa.gov.au

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STRATA PLAN 31806

SHEET 10 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



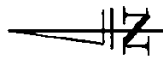
ADJOINS SHEET 13

JOINS SHEET 11

**COTTAGE & ENGINEERING
SURVEYS**
12-19 South Street, Perth, Western Australia
Telephone: 08 9442 2611 Fax: 08 9442 2616
JUN 17 2007 11 (4/8/2010)
Terry Bayliss
LICENSED SURVEYOR

TECHNICAL DRAWING 2003 JAN 2010

PDF FILE



SCALE 1:200 AT A3

0 10

FIRST FLOOR PLAN

For other parts of Lots 41 - 45 inclusive see Sheet 4.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

The boundaries of the part lots outside the building designated Balcony are, where not abutting the building, the internal face of wall or balustrade.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, balcony balustrades, floors, ceilings, pillars and ducts are common property.

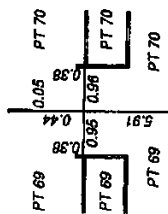
All un-designated areas are common property.

Ⓢ denotes Balcony

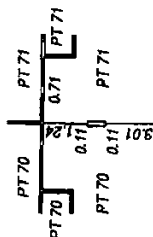
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SHEET 9 OF 16 SHEETS

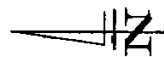
BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



ENLARGEMENT "C"
(NOT TO SCALE)



ENLARGEMENT "D"
(NOT TO SCALE)



SCALE 1:200 AT A3

GROUND FLOOR PLAN

For other parts of Lots 69 - 74 inclusive see Sheets 13 & 15.

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.

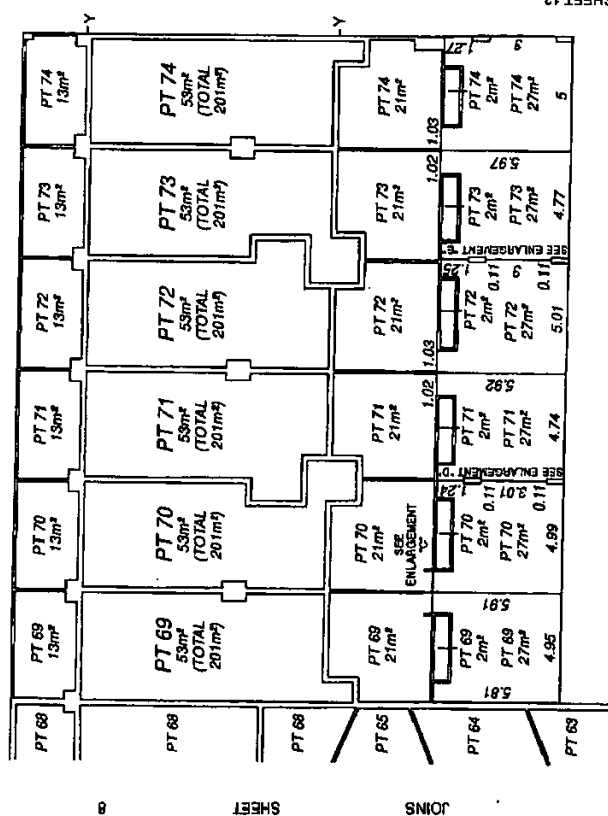
The stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.



13 SHEETS TO OVERLAY - "Y"

ADJOINS SHEET

COLLAGE & ENGINEERING
SURVEYS
87-69 Guilford Street, Osborne Park, Western Australia
Telephone: (08) 9445 7361 Facsimile: (08) 9445 2799
J/N T226071E (3/8/2010)
✓ Tony Bayliss
LICENSED SURVEYOR

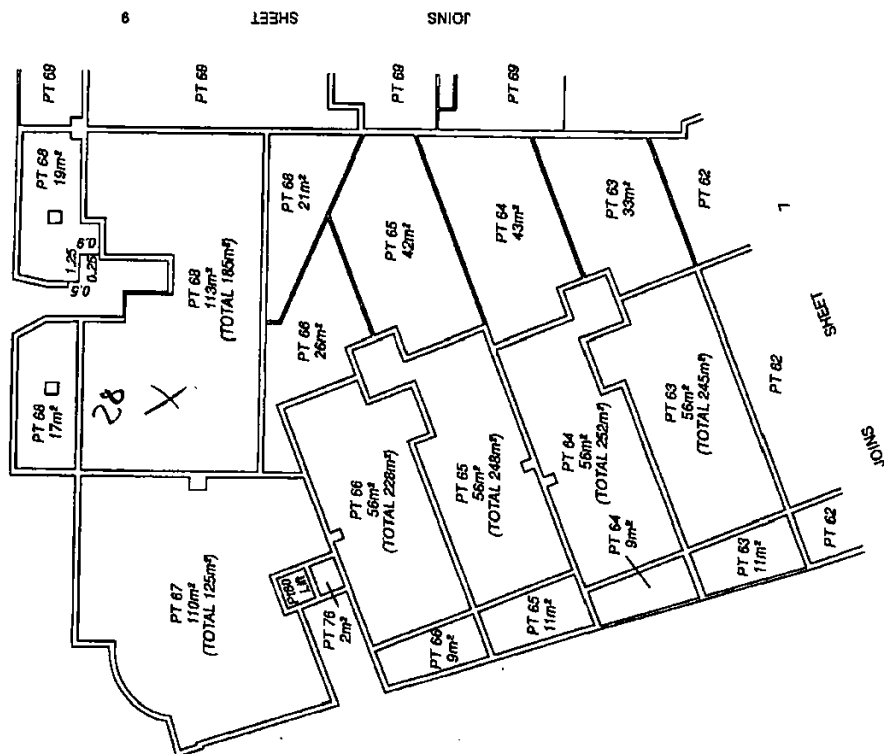
TELEPHONE 875-1234-5678

3014-3034

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SHEET 8 OF 18 SHEETS

BEWARE
UNAPPROVED & UNLOADED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



COTTAGE & ENGINEERING
SURVEYS
37-49 Guthrie Street, Osborne Park, Western Australia
Telephone: (08) 9445 7361 Facsimile: (08) 9445 2794
J/N T226071F (3/8/2010)
✓ Tony Boylan
LICENSED SURVEYOR

USC 18 USC 1030/ 1030A

SCALE 1:200 AT A3

GROUND FLOOR PLAN

For other parts of Lots 63, 64, 65 & 66 see Sheets 2, 13 & 15.

For other parts of Lots 67 & 68 see Sheet 2.

For other parts Lot 76 see Sheets 2 & 13.

For other parts of Lot 80 see Sheets 2, 13, 15 & 16.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

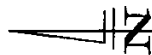
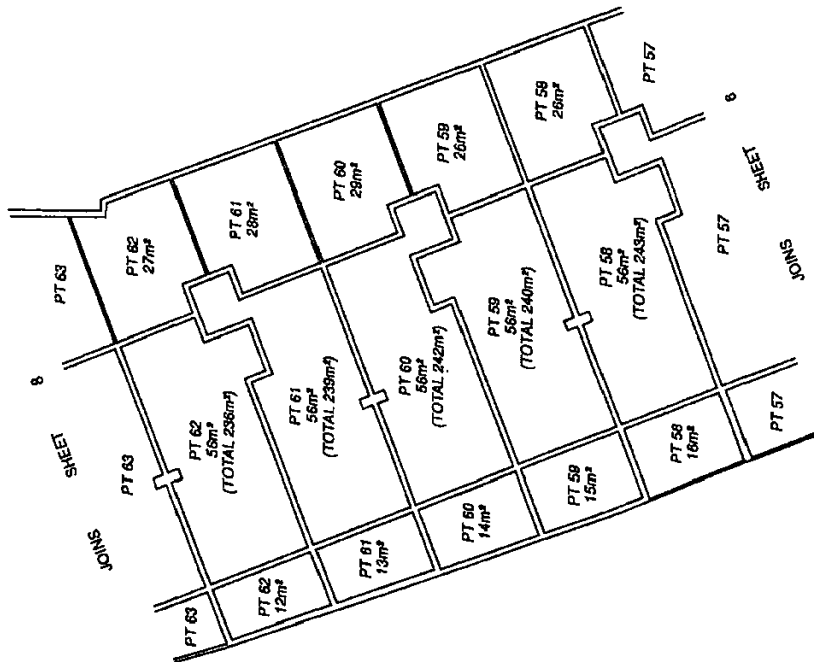
All un-designated areas are common property.

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STRATA PLAN 31806

SHEET 7 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

0 10

GROUND FLOOR PLAN

For other parts of Lots 58, 59 & 60 see Sheets 3, 12 & 14.

For other parts of Lots 61 & 62 see Sheets 2, 13 & 15.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

COTTAGE & ENGINEERING
SUDREYS
62-68 Cuthbert Road, Cottesloe, Western Australia
Tel: 08 9437 7301 Fax: 08 9437 7399
JIN 1226071G (3/8/2010)
✓ *Tony Bayliss*
LICENSED SURVEYOR

TEMPORARY STRATA PLAN 31806

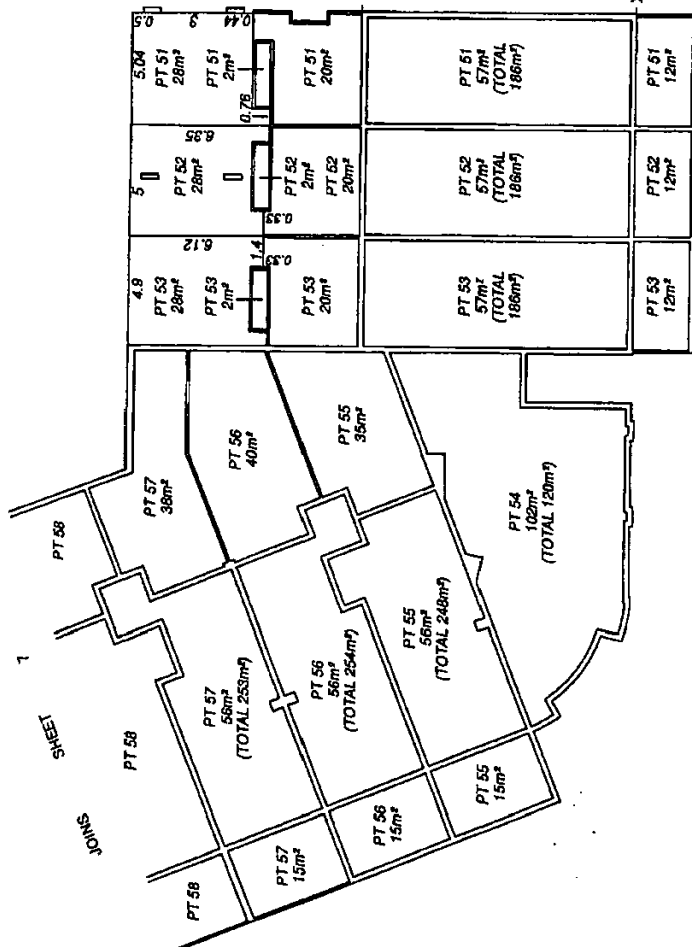
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STRATA PLAN 31806

SHEET 6 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

GROUND FLOOR PLAN

For other parts of Lots 51, 52 & 53 see Sheet 12.

For other parts of Lot 54 see Sheet 2.

For other parts of Lots 55, 56 & 57 see Sheets 3, 12 & 14.

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.

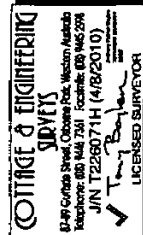
The stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.



TEMPERATURE (20°C) 18/06/2025

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STRATA PLAN 31806

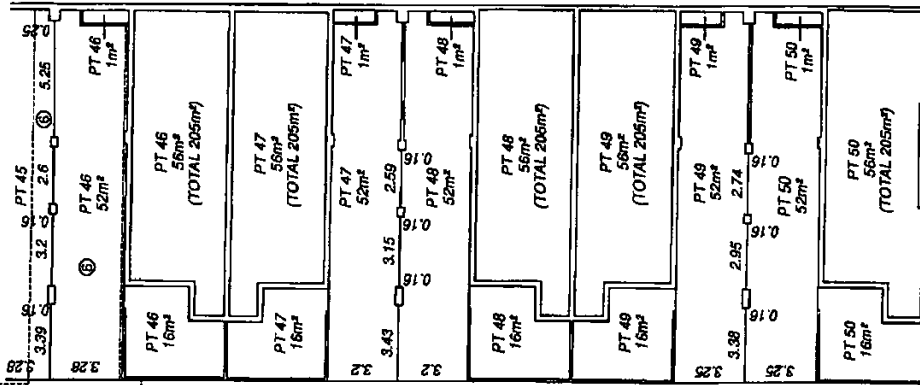
SHEET 5 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Tides Office) APPROVAL

④

SEE SHEET 1
FOR SEWER
EASEMENT
DIMENSIONS

JOINS SHEET 4



ADJOINS SHEET 6



SCALE 1:200 AT A3
0 10
GROUND FLOOR PLAN

For other parts of Lots 46 - 50 inclusive see Sheet 11.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

**COTTAGE & ENGINEERING
SURVEYS**
17-19 Quince Street, Osborne Park, Western Australia
11450001 (08) 9475 1145 Fax: 08 9475 2962
JNT2280710 (4/8/2010)
✓ Tony Bayley
LICENSED SURVEYOR

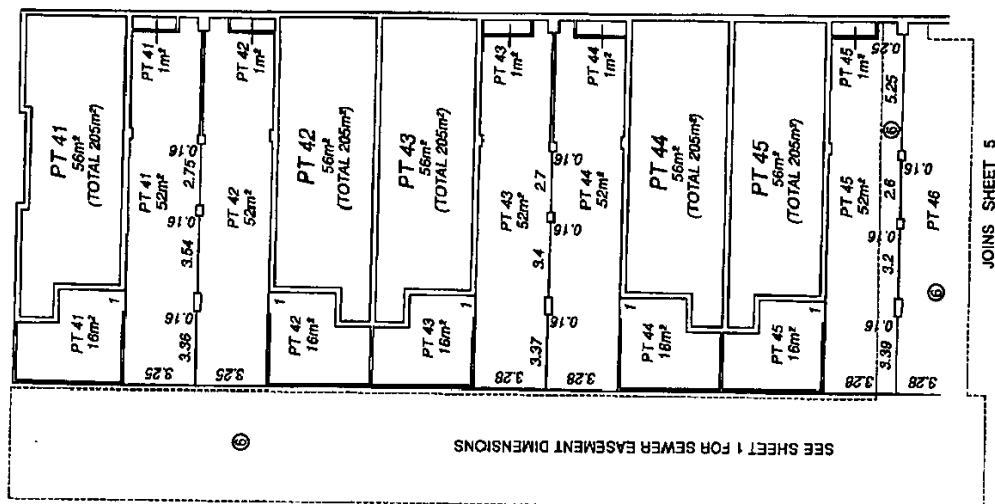
TD0107.01E / 15/01/2014 2:00 PM 1/4/2010

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SHEET 4 OF 16 SHEETS

BWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



ADJOINS SHEET 9

SEE SHEET 1 FOR SEWER EASEMENT DIMENSIONS

JOINS SHEET 5

SCALE 1:200 AT A3

GROUND FLOOR PLAN

For other parts of Lots 41 - 45 inclusive see Sheet 10.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

COTTAGE & ENGINEERING
SURVEYS
57-59 Gairth Street, Osborne Park, Western Australia
Telephone: (08) 9445 7261 Facsimile: (08) 9445 2788
J/N T226071D (3/8/2010)
✓ Tony Boylan
LICENSED SURVEYOR

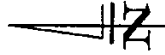
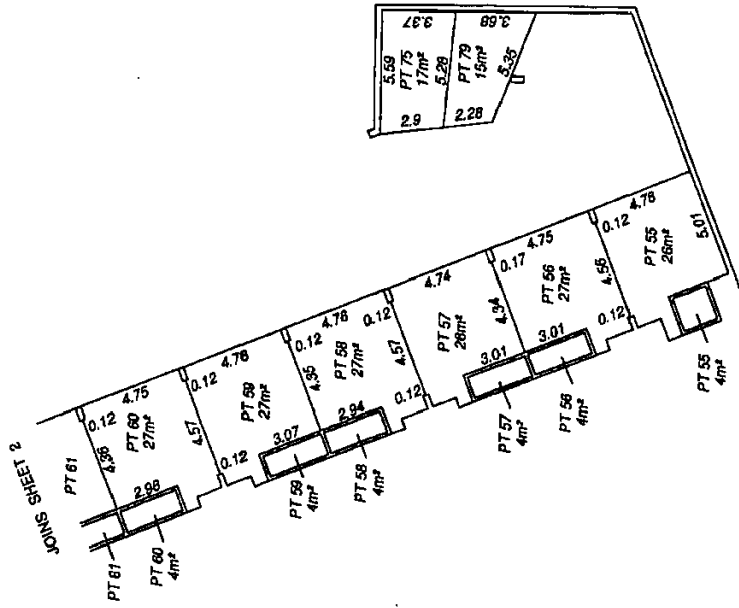
References

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STRATA PLAN
31806

SHEET 3 OF 16 SHEETS

BEWARE
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

BASEMENT FLOOR PLAN

For other parts of Lots 55, 56 & 57 see Sheets 6, 12 & 14.

For other parts of Lots 58, 59 & 60 see Sheets 7, 12 & 14.

For other parts of Lot 75 see Sheet 12.

For other parts of Lot 78 see Sheet 14.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

COTTAGE & ENGINEERING
SERVICES
17-19 Burke Street, Chesham, Western Australia
Telephone: (08) 9446 7811 Facsimile: (08) 9446 778
J/N T228071C (3/8/2010)
✓ Tony Bayles
LICENSED SURVEYOR

TERMINAL DATE 15/06/2024 15:00:00

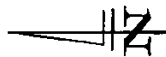
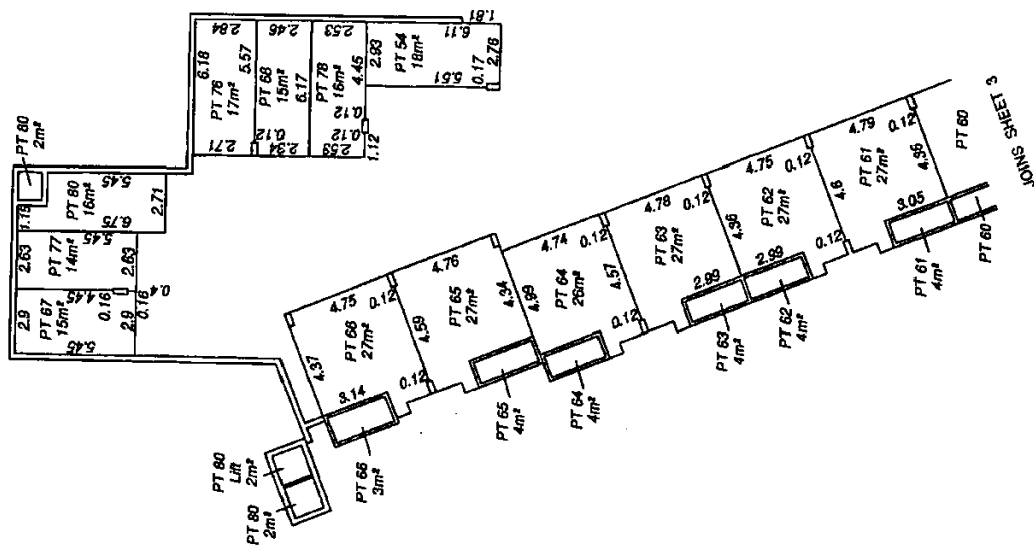
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STRATA PLAN 31806

SHEET 2 OF 16 SHEETS

Beware
UNAPPROVED & UNLODGED PLAN:
ALL LOT NUMBERS, DIMENSIONS
& AREAS SUBJECT TO
LANDGATE (Titles Office) APPROVAL



SCALE 1:200 AT A3

BASEMENT FLOOR PLAN

- For other parts of Lot 54 see Sheet 6.
- For other parts of Lots 61 & 62 see Sheets 7, 13 & 15.
- For other parts of Lots 63, 64, 65 & 66 see Sheets 8, 13 & 15.
- For other parts of Lots 67 & 68 see Sheet 8.
- For other parts of Lot 76 see Sheets 8 & 13.
- For other parts of Lot 77 see Sheet 13.
- For other parts of Lot 78 see Sheets 13 & 15.
- For other parts of Lot 80 see Sheets 8, 13, 15 & 16.

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 stratum of all part lots outside the buildings is limited from the upper surface of their respective floor to a height of 3 metres above, excluding where covered.

All distances are from the external surface of the wall, unless otherwise stated.

All angles are 90° unless otherwise stated.

All perimeter walls, floors, ceilings, pillars and ducts are common property.

All un-designated areas are common property.

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| | | | | | |
|--|--|--|--|--------------------------|---------------------------|
| STRATA PLAN 31806 SHEET 1 OF 16 SHEETS | | BEWARE UNAPPROVED & UNLOADED PLAN: ALL LOT NUMBERS, DIMENSIONS & AREAS SUBJECT TO LANDGATE (Titles Office) APPROVAL | | VERSION AMENDMENT | AUTHORISED BY DATE |
| PLAN OF RE-SUBDIVISION OF STRATA LOTS 1 - 40 AND COMMON PROPERTY ON STRATA PLAN 31806 | | LIMITED IN DEPTH TO 60.96 METRES : AS TO TOWN LOT 1527 & LOTS 1731 & 1733 ONLY | | | |
| CERTIFICATES OF TITLE VOLUME: 2087 FOLIOS: 701 TO 740 INCLUSIVE | | PRICE STREET | | | |
| LOCAL GOVERNMENT CITY OF FREMANTLE | | PRICE STREET | | | |
| INDEX PLAN BG 34(1) 13-24 | | PRICE STREET | | | |
| FIELD BOOK | | PRICE STREET | | | |
| SCALE 1:500 AT A3 | | PRICE STREET | | | |
| NAME OF SCHEME V/A MARINA | | PRICE STREET | | | |
| ADDRESS OF PARCEL 8 SOUTH STREET, FREMANTLE 6160 | | PRICE STREET | | | |
| MANAGEMENT STATEMENT <input type="radio"/> YES <input checked="" type="radio"/> NO | | PRICE STREET | | | |
| LODGED DATE | | PRICE STREET | | | |
| CORRECTED DATE | | PRICE STREET | | | |
| IN ORDER FOR DEALINGS SUBJECT TO | | PRICE STREET | | | |
| FEE PAID | | PRICE STREET | | | |
| ASSESS No. | | PRICE STREET | | | |
| REGISTERED | | PRICE STREET | | | |
| APPLICATION WESTERN AUSTRALIAN PLANNING COMMISSION | | PRICE STREET | | | |
| REGISTRAR OF TITLES DATE | | PRICE STREET | | | |
| W.A.P.C. REF: FORM 26 STRATA TITLES ACT 1985 Section 26(1), 25(4) | | PRICE STREET | | | |
| 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: "The Strata Plan/Plan of Subdivision/Plan of Consolidation submitted on and relating to the property described herein" (where applicable) | | PRICE STREET | | | |
| FOR CHAIRMAN, WESTERN AUSTRALIAN PLANNING COMMISSION | | PRICE STREET | | | |
| DATE | | PRICE STREET | | | |

MARINE TERRACE
 SOUTH STREET
 PRICE STREET

FOR REMAINDER OF LOCATION
 PLAN SEE ANNEXURE 'A'

SEE ENLARGEMENT 'B'

HATCHED AREAS ARE
 EXCLUSIVE OF EASEMENT
 ALL ANGLES 90° EXCEPT WHERE NOTED
 ENLARGEMENT 'B'
 NOT TO SCALE

STRATA PLAN

COTTAGE & ENGINEERING
 SURVEYS
 87-89 Gullin Street, Osborne Park, Western Australia
 Telephone: 08 9446 7001 Facsimile: 08 9463 2598
 JUN 12 2007 11A (30/2010)

SCALE 1:500 AT A3
 0 25
 LOCATION PLAN

| INTERESTS AND NOTIFICATIONS | | | | |
|-----------------------------|---------------------------|-----------------------------------|----------|----------------------------------|
| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | BENEFIT TO |
| ④ | EASEMENT (RESERVATION) | SEC 27A OF THE TP&D ACT, REG 6 | D 87685 | LOTS 45, 46 & COMMON PROPERTY |
| | | | W.A.W.A. | PARTIAL SURRENDER BY DOC G311658 |

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SCHEDULE "A"

PLAN OF RE-SUBDIVISION

The Registrar of Titles
Western Australian Land Information Authority
Midland Square
MIDLAND WA 6056

CERTIFICATE OF CONSENT

The Commonwealth Bank of Australia being the holder of the registered interest with respect to the mortgages noted below, hereby consents:

- (a) to the proposed re-subdivision of Lots 1 to 40 inclusive and common property on Strata Plan 31806 to create lots 41 to 80 inclusive and common property as depicted on the plan of re-subdivision contained in Schedule "A" to the Form 21 Notification of Change of By-Laws (notification) to which this consent is annexed
- (b) to the proposed allocation of unit entitlement set out in Schedule "B" to the notification.

Mortgage Nos.

- 1.. **J080507**
- 2. **L567143**
- 3. **L737997**
- 4. **K561076**

Signed hereunder by an officer of The Commonwealth Bank of Australia:

SIGNED BY Danielle Roberts

The Attorney of
COMMONWEALTH BANK OF AUSTRALIA

At N 123 123 124 and signed as
Attorney on behalf of the said Bank

in the presence of: Nikola Lee Hornby

[Signature]
An Officer of the said Bank

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

[Signature]

H662979

Dated this 16th day of May 2012

ORIGINAL



Consent to Subsequent Lodgment

(for non-issued CT dealings only)

Department of Land Information
PO Box 2222
MIDLAND WA 6936

Bank of Western Australia Ltd
ABN 22 050 494 454

Bankwest Business
Bankwest Tower
108 St Georges Terrace
GPO Box E237, Perth
Western Australia 6001
HelpLine: 13 17 18

Date: 2 May 2012

Re: Certificate of Title Volume 2087 Folio 730

Attn: Registrar of Titles

Bankwest, as mortgagee of mortgage # J179886 hereby consents to the registration

Of the following documents:

Application for Subdivision

Easement of Section 27A of the TP&D Act, Req 6

Application for New Titles

lodged by: Community Property Services

in favour of David Neil Henwood

against Certificate of Title: Lot 30 on Strata Plan 31806 Volume 2087 Folio 730

registered in the name: David Neil Henwood

Bankwest requests that, in accordance with the request by the registered Proprietors/s to the Registrar of Titles in the above mortgage, No duplicate Certificate of Title be issued at the conclusion of this transaction.

For all enquiries, contact Evelyn Tucker Ph: 08 9335 5173

Yours faithfully

A handwritten signature in black ink, appearing to read "D. Henwood", written over a horizontal line.

For and on behalf of
BANK OF WESTERN AUSTRALIA LIMITED ABN 22 040 594 454

Original

The Registrar of Titles
Western Australian Land Information Authority
Midland Square
MIDLAND WA 6056

CERTIFICATE OF CONSENT

Westpac Banking Corporation being the holder of the registered interest with respect to the mortgage noted below, hereby consents:

- (a) to the proposed re-subdivision of Lots 1 to 40 inclusive and common property on Strata Plan 31806 to create lots 41 to 80 inclusive and common property as depicted on the plan of re-subdivision contained in Schedule "A" to the Form 21 Notification of Change of By-Laws (notification) to which this consent is annexed
- (b) to the proposed allocation of unit entitlement set out in Schedule "B" to the notification.

Mortgage No. **L228840**

Signed hereunder by an officer of Westpac Banking Corporation

| | | | |
|---|--|---|--|
| I certify that the Attorney for the mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. | | SIGNED by <u>Scott Kellert</u> as attorney for Westpac Banking Corporation under power of attorney Registered No. H663334. | |
| Signature of Witness: <u>[Signature]</u> | | [Signature] | |
| Name of Witness: <u>Denise Joy Britt</u> | | (Signature) Tier Three Attorney | |
| Address of Witness: <u>360 Collins Street, Melbourne</u> | | By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |

Dated this 16th day of May 2012



D3190467

The Registrar of Titles
Western Australian Land Information Authority
Midland Square
MIDLAND WA 6056

CERTIFICATE OF CONSENT

Bank of Western Australia Ltd being the holder of the registered interest with respect to the mortgage noted below, hereby consents:

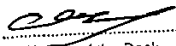
- (a) to the proposed re-subdivision of Lots 1 to 40 inclusive and common property on Strata Plan 31806 to create lots 41 to 80 inclusive and common property as depicted on the plan of re-subdivision contained in Schedule "A" to the Form 21 Notification of Change of By-Laws (notification) to which this consent is annexed
- (b) to the proposed allocation of unit entitlement set out in Schedule "B" to the notification.

Mortgage No. J 179886


Signed hereunder by an officer of Bank of Western Australia Ltd:

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 454 454 by its Attorneys:
and

Its duly constituted Attorneys
under Power of Attorney
No. M384310 dated 22nd
January 2002 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:


An Officer of the Bank
Christopher May
Sales support officer

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys


) Title

) *Alicia Hall*
) Title

*National Manager
Sales Support.
Business Banking.*

Dated this

16th

day of

May

2012

Original

The Registrar of Titles
Western Australian Land Information Authority
Midland Square
MIDLAND WA 6056

CERTIFICATE OF CONSENT

National Australia Bank Ltd being the holder of the registered interest with respect to the mortgage noted below, hereby consents:

- (a) to the proposed re-subdivision of Lots 1 to 40 inclusive and common property on Strata Plan 31806 to create lots 41 to 80 inclusive and common property as depicted on the plan of re-subdivision contained in Schedule "A" to the Form 21 Notification of Change of By-Laws (notification) to which this consent is annexed
- (b) to the proposed allocation of unit entitlement set out in Schedule "B" to the notification.

Mortgage No. **H 137739**

Signed hereunder by an officer of National Australia Bank Ltd

| | |
|--|---|
| Executed By NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney SANELA ZEKANOVIC | |
| who holds the position of Level 3 Attorney under Power of Attorney No. K117403 who states that they have received no notice of revocation of the power of attorney in the presence of: | |
| Signature ANDREW LAWTON | Signature of Attorney Sanela Zekanic |
| Name 96 HIGH ST, FREMANTLE 6160 WA | |
| Address NAB FREMANTLE | |
| Office Held | |

Dated this **16th** day of **May** 2012

The Registrar of Titles
Western Australian Land Information Authority
Midland Square
MIDLAND WA 6056

CERTIFICATE OF CONSENT

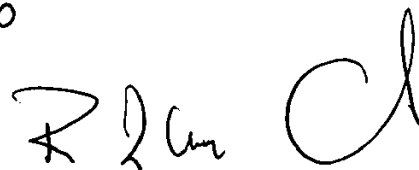
Permanent Custodians Ltd being the holder of the registered interest with respect to the mortgage noted below, hereby consents:

- (a) to the proposed re-subdivision of Lots 1 to 40 inclusive and common property on Strata Plan 31806 to create lots 41 to 80 inclusive and common property as depicted on the plan of re-subdivision contained in Schedule "A" to the Form 21 Notification of Change of By-Laws (notification) to which this consent is annexed
- (b) to the proposed allocation of unit entitlement set out in Schedule "B" to the notification.

Mortgage: **J122719 to Rams Mortgage Corporation Ltd registered 16.12.2004**
K926465 Transfer of said Mortgage to Permanent Custodians Ltd
Registered 1.5.2009

Signed hereunder by an officer of Permanent Custodians Ltd

PERMANENT CUSTODIANS LIMITED ABN 55001426384 BY ITS
ATTORNEY RODERIC JOHN BARNARD UNDER POWER OF ATTORNEY
L45229 PA DATED 15TH JUNE 2010



Dated this 15TH day of MAY 2012