

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.

J865370 SM

08 Aug 2006 14:29:54 Perth



REG \$ 82.00

LODGED BY IRDI LEGAL

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2/3

TITLES, LEASES, DECLARATIONS, ETC LODGED HEREWITH

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

PETER MIGUEL BROWN am the (solicitor)
(full name) **APPLICANT**
for the (transfer/transmission/etc) I have made
or authorized and have authority to make and
to authorize on behalf of such person(s) the
amendment(s) (thereon the reverse hereof)
counter signed by me.

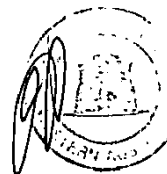
[Signature]

K. Cosulich
Witness (Solicitor)

Date 8 08 06

EXAMINED

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

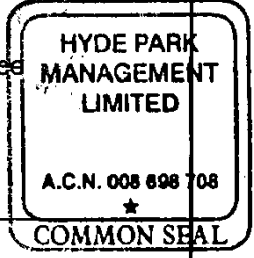


Dated 7th this day of AUGUST 2006

The Common seal of

~~EXECUTED~~ by HYDE PARK MANAGEMENT LTD (ACN 008 698 708) in accordance with section 127 of the Corporations Act

was hereunto affixed by authority of its Directors in the presence of:



Vertical handwritten scribble

Handwritten signature of Chiu Chi Wen

Signature of Director

CHIU CHI WEN

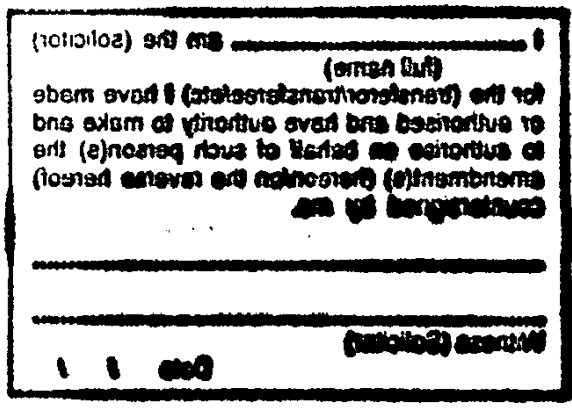
Print name of Director

Handwritten signature of Andrew Nand-Lal

Signature of Director/Secretary

ANDREW NAND-LAL

Print name of Director/Secretary



- (2) A proprietor of a lot shall not be permitted to install any timber, cork or ceramic tile flooring within the floor space within their lot (other than that comprising the entrance lobby, kitchen, laundry, lavatory or bathroom) without the prior written consent of the council or the managing agent.
- (3) The council or the managing agent shall ensure the specifications for the fitting of the timber, cork or ceramic tile flooring complies with Australian Standards acoustic and sound proofing requirements for multi-storey buildings.

54. Garbage disposal

- (1) A proprietor, occupier, other resident or a tenant of a lot shall –
 - (a) use the allocated garbage bins to remove the garbage, trash or other household or office waste
 - (b) comply with all local government authority by-laws and ordinances relating to garbage disposal
 - (c) ensure that any household waste that is placed in the garbage bin is wrapped and sealed so as not to cause offensive odours or unsanitary conditions
 - (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 or her disposal of garbage
- (2) Any proprietor, occupier, resident or tenant who is about to occupy a lot or is about to cease residing in or using a lot and is moving into or out of a lot shall at his, her or its expense immediately dispose of any rubbish including cardboard boxes, wrapping material, packaging, broken furniture or similar waste. None of these materials are to be stored, kept or remain on common property or the proprietors car parking bay. In the event that a proprietor, occupier, resident or tenant does not dispose of such rubbish immediately, the strata company or the managing agent shall do so and shall charge the offending proprietor, occupier, resident or tenant the costs of disposing of the rubbish.

55. Window cleaning and security lighting

- (1) The strata company shall be responsible for:
 - (a) the cleaning of the external part of all windows and glass that are on the perimeter walls or the common property for the use of lots that are used for residential purposes and shall include this cost in the annual budget; and
 - (b) the costs of operating and maintaining all security lighting on the common property and shall include this cost in the annual budget.

- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of eighteen months (18) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

50. Damage to common property

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property through misuse by the proprietor, occupier or other resident or his, her or its employees, agents and other invitees and shall be liable to pay for any repairs to make good the damage.

51. Not permitted on common property

- (1) Every person using the common property must;
- (a) obey all reasonable directions of the council or managing agent with regard to that use of the common property and must not in any way obstruct the council or managing agent in its control of the common property and of persons therein;
 - (b) not enter or be in or upon the common property while in an intoxicated condition;
 - (c) not smoke tobacco or any other substance in the common property or in any portion of the common property where notices direct that smoking is not permitted;
 - (d) not park a bicycle, pram, wheel chair or other similar equipment on the common property;
 - (e) not ride a bicycle, skateboard, inline skates or roller skates on the common property;
 - (f) not damage or interfere with or use improperly any part of the common property or the furniture, fittings or equipment, nor remove from the common property any of the furniture, fittings or equipment.

52. Television antennas and aerials

The building is fitted with cabling and a common antenna/satellite dish. A proprietor, occupier, resident or tenant shall not erect any television antenna, receiving aerial or transmitting device within or about any strata lot or the common property without obtaining the prior written consent of the strata company or the managing agent.

53. Floor coverings and noise transmission

- (1) A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising the entrance lobby, 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.

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

45. Fire control plan and evacuation

- (1) The strata company will develop a Fire Management Plan that complies with the requirements of the Fire and Emergency Services Authority of Western Australia or any other statutory authority having the responsibility of fire control.
- (2) The proprietor, occupier and tenant, as the case may be, of a lot will ensure that he, she or it and any other persons lawfully using the proprietor, occupier or tenant's lot are informed of the evacuation procedures and the Fire Management Plan.

46. Plate glass windows

A proprietor or tenant of a lot used for commercial/retail purposes shall be liable for any costs associated with the repair or replacement of any plate glass windows or doors that are common property that is solely for the exclusive use of that particular lot.

47. Keeping of pets

A proprietor, occupier or other resident of a lot shall not be permitted to keep animals, fish or birds on the lot that he or she owns, occupies or resides in.

48. Parking on common property

A proprietor, occupier, other resident or a visitor to a lot shall not be permitted to park a motor vehicle either temporarily or permanently on the common property or park in a manner that is detrimental to the other proprietors, occupiers or residents.

49. Signage erection and installation

- (1) It is intended that the demeanour of the signage that is located or is to be located on the common property or on parts of a lot that affect the overall appearance of the building be controlled by the strata company or the managing agent.
- (2) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner or any external part of his, her or its lot or the common property without the prior written consent of the strata council or the managing agent (such consent not to be unreasonably withheld).
- (3) All signage erected, installed, painted or affixed within any lot or common property will be in accordance with the requirements and regulations of the appropriate government agencies.

- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve the dispute, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in by-law 43(4).
- (4) The Dispute Notice must state:
 - (a) what is in dispute;
 - (b) the arguments of the party giving the Dispute Notice, and
 - (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties pays the costs of and incidental to the resolution of the dispute.

44. House rules

The strata company may from time to time make, withdraw or amend rules for the use and management of the common property, including (but not limited to) the management or control of:

- (a) the affixing of external aerials;
- (b) control of the vehicle access ways;
- (c) visitors' vehicle parking;
- (d) security;
- (e) rubbish collection; and
- (f) charges relating to the security system and security keys,

38. Floor loading

A proprietor, occupier or tenant of a lot shall not do any act or thing or permit any person to do any act or thing that will result in excessive stress or floor loading to any part of his, her or its lot or the common property and without limitation, not allow a weight loading on any part of the proprietor's lot other than that which is specified in the engineering specifications for that lot.

39. Security gates and doors

(1) The proprietors of each lot will be liable to pay by levy for all operating, maintenance and repair costs for the security gates and situated at the entrances to the stairways and the car park. The levy shall be in the same proportions as the respective unit entitlement to each lot.

(2) The proprietor of a lot will be issued with a key and remote control to gain access to the car park, lifts and stairways. In the event that the key or remote control is lost, the proprietor will immediately inform the council or, if appointed, the managing agent. The proprietor will be liable for the cost of replacing and recoding these items.

40. Air conditioning units

The proprietor of a lot shall at his or her cost be responsible for the installation, insurance, and if necessary the repair and replacement and installation of any air conditioning unit. The consent of the council of owners or their agent must be obtained in writing before any installation can proceed.

41. Facades of the building

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades or change the external colour scheme of the building without prior written approval of the council.

42. Improvements to external walls

Notwithstanding any other by-law, a proprietor of a lot shall not install or affix any structure, improvement or object to a terrace or an external wall or surface of the building unless it has been first approved in writing by either the managing agent or the council of owners.

43. Dispute resolution procedure

(1) Should a dispute arise in relation to the operation of the strata company or these by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes quickly. For the purpose of this by-law an 'Independent Person' shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia and a 'Dispute Notice' means the written notice that is to be given under this by-law.

34. Blockage of drainage pipes

The water closets, conveniences and other water apparatus, including waste pipes and drains, shall not be used for any purposes other than those for which they are constructed and no sweepings, rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting 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 the proprietor's tenants, servants, agents, invitees or licensees.

35. Water leakage to other lots and common property

(1) It is the responsibility of the proprietor of a lot to ensure that all wet areas, such as bathrooms, en-suites, toilets, laundries, kitchens and balconies, contained within the lot or lots of which they are the proprietor or occupier are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than through waste pipes provided for the disposal of such water or liquid.

(2) The proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from the proprietor's lot.

36. Access over a lot by the strata company or it's agent or lot proprietors

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

37. Instructing of contractors by proprietors

A proprietor, occupier or other resident shall not directly instruct any contractors or workmen employed by the strata company unless authorised by the strata company. Any proprietor, occupier or other resident instructing any contractor or workmen without authorisation from the strata company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work which the strata company deems unsatisfactory.

29. Leasing of lots

Prior to the leasing of a lot and before the commencement date of any such lease, the proprietor shall –

- (1) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll; and
- (2) provide the lessee with a copy of the strata company by-laws.

30. Tenants, occupiers to be bound by these by-laws

A proprietor, occupier or other invitee of a proprietor, occupier or resident including without limiting the generality of the term, any lessee or licensee of the proprietor, occupier or other resident shall be bound by these by-laws.

31. Sundry items for the use of a lot

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (e.g. including (but not limited to) air conditioners, building management systems, fly screens, door locks, lights, etc.) that were installed on or in the relevant proprietor's lot or the common property which are solely for the exclusive use of the particular lot.

32. Obligation to notify defects in services

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

33. Recovery of money expended as a result of breach

If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, the strata company shall be entitled to recover the amount expended as a debt in an action in any court of competent jurisdiction from the person who was the proprietor of the lot at the time when the breach occurred.

27. Use of lots and conduct of business on commercial/retail lots

- (1) Either the proprietor or the tenant of any lots used for commercial/retail purposes must apply to the Council of owners (who act on behalf of the strata company) for its prior written consent to conduct a business on a lot.
- (2) To retain the demeanour of the strata scheme a wine bar, tavern or similar type of business will not be permitted.
- (3) The consent of the council of owners to the conduct of the business will not be unreasonably withheld if all planning and other approvals to the use of the lot for the proposed purpose have been obtained from the City of Stirling and the proprietor and/or tenant subsequently complies with the conditions of those approvals.
- (4) The council of owners is entitled to withhold its consent if the council of owners, acting honestly and reasonably, considers that the proposed use would create a security risk, or would be inappropriate having regard to the nature and standing of the strata scheme, the use of other premises in the parcel or the legitimate interests of the other proprietors or tenants.
- (5) A proprietor or tenant of either of the commercial/retail lots must –
 - (a) conduct any business carried on in his, her or its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
 - (b) restrict opening hours of their business to the public to any time between 7.30am and 11.00pm;
 - (c) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise;
 - (d) keep the interior of the lot, the shop front, shop windows, fixtures, fittings and displays clean, orderly and adequately illuminated during trading hours;
 - (e) not install any electrical equipment which will overload the cables, switchboards and other equipment that supply electricity to the scheme;
 - (f) Deliveries to commercial premises only between the hours of 7.30am and 9.00pm Monday – Friday.

28. Displaying of goods etc

A proprietor or tenant of a commercial/retail lot shall not display outside of the relevant lot on the common property any goods, materials, equipment or items associated with the use of, or business carried out on the lot.

- (c) keep the car bays that form part of a lot clean and free of rubbish and oil stains at all times.

24. Agency Signs

A proprietor, occupier, or other resident shall not display any sign including 'For Sale' and 'For Lease' signs or billboard on any portion of a lot (internal or external) which can be viewed from outside the lot.

25. Alterations and additions to lots

- (1) A proprietor of a lot shall not erect or cause to be erected within his lot any pergola, awning, external blind or other similar improvement which can be viewed from outside the lot without the prior written consent of the strata company.
- (2) A proprietor making an application to the strata company in respect to by-law 25(1) above shall do so in writing and any such application shall include detailed plans and specifications including the proposed colour scheme.
- (3) The strata company shall upon receipt of any application:
 - (a) Refer the application to an architect who shall from time to time be retained by the strata company to review and appraise the plans and specifications and report to the strata company as to whether in his opinion, the plans submitted are in keeping with the rest of the building and the architectural integrity of the building;
 - (b) Forward a notice and copy of the architect's report to the proprietors of all lots for comment and approval within 14 days from the date of notice;
 - (c) Approval for the application shall be deemed to have been given if more than 50% of the lots signify their approval of the plans in writing to the strata company.
- (4) If approval of any application is refused by the strata company, then the proprietor seeking the approval may appeal the decision by making application to the strata titles referee for approval.

26. Theme of Development

The strata scheme is a contemporary boutique development that is a mixed-use comprising of 8 commercial/retail lots and 30 residential lots. The City of Stirling has approved this development as a mixed-use scheme. The residential proprietors and occupiers are advised of this proposed mix of use. However, no representations or warranties are made in relation to the actual use or uses of the commercial/retail lots. The commercial/retail lots are expected to add to the ambience and atmosphere of the scheme. This management statement is designed to ensure an equitable relationship between the commercial and residential tenancies.

22. Insurance by proprietors

- (1) A proprietor shall:
 - (a) insure against all risks, all fixtures and fittings in his lot not covered by the building replacement insurance taken out by the strata company;
 - (b) notwithstanding the building replacement insurance cover by the strata company, proprietors shall be responsible for their contents, loss of rent, vandalism or any other damage caused by the occupation of their lot, including fixtures, fittings, floor coverings, wall coverings, etc.
 - (c) not to do or keep nor permit to be done or kept in or about his lot anything which will increase the rate of insurance on any common property insured by the strata company without the approval of the strata company and not do or keep nor permit to be done or kept in or about his lot anything which would result in the cancellation of insurance on any common property insured by the strata company or which would be in violation of any law.

23. Use of car parking bays

- (1) A proprietor, occupier, or other resident of a lot shall not permit, allow or cause:
 - (a) any vehicle to be parked, stored or kept on any lot other than wholly within the parking area which forms part of his lot and is designated therefor.
 - (b) any vehicle of a pleasure or commercial type (including but not limited to a camper unit, motor home, boat, trailer, dump truck, cement mixer truck, delivery truck, coach or bus) to be parked, stored or kept on any lot other than for commercial deliveries.
 - (c) any vehicle of any type to park on the common property without the prior written consent of the strata company which consent may be granted or withheld at its absolute discretion.
 - (d) repairs or restorations of any motor vehicle, vehicle (other than a breakdown service) on portion of his lot or the common property.
- (2) A proprietor, occupier, or other resident of a lot shall:
 - (a) not prevent, prohibit or obstruct any person on lawful business from walking across any portion of the car bays that form part of a lot (including, but not limited to, walking to and from his vehicle or storeroom);
 - (b) not permit, allow or cause any rubbish, trash or garbage or waste material to accumulate on the car bays that form part of any other part of the common property in the car park area;

- (2) Where the instrument of his appointment so provides, a Strata Company Manager shall have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the Strata Company and the council or such of those powers, authorities, duties and functions as may be specified in the instrument.
- (3) To the extent that the Schedule 1 by-laws confer or impose any power or duty on the council, chairman, secretary or treasurer, those powers and duties shall be deemed to be conferred and imposed on the Strata Company Manager.

17. Maintenance of lawns, gardens and open areas

- (1) The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas, whether at ground level or not, outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to maintain his lot in accordance with by-law 1(1)(b).
- (2) The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 17(1).

18. Employment of contractors

The strata company may from time to time determine the terms and conditions upon which any contractor or employee engaged by the strata company provides services to the proprietors.

19. Instruction of contractors by proprietors

A proprietor, occupier or other resident may not directly instruct any contractors or workmen employed by the strata company unless authorised in writing by the strata company. Any proprietor, occupier or other resident instructing any contractor or workman without authorisation from the strata company shall be personally responsible for the cost of removing or altering any such work which the strata company deems unsatisfactory.

20. Damage to common property

If the strata company expends money to make good any damage to common property caused by a breach of the Act or the by-laws by any proprietor, occupier or other resident of a lot, the strata company shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor.

21. Vermin, pests and insects

A proprietor, occupier or other resident shall maintain his lot in a clean and tidy condition and take all reasonable steps to prevent infestation by vermin, pests and insects.

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

(Note 1)

Form25

Strata Titles Act 1985

Section 5C(1)

STRATA/SURVEY STRATA PLAN NO. 50102

MANAGEMENT STATEMENT

NON-STANDARD BY-LAWS

Original Proprietor:

HYDE PARK MANAGEMENT LTD (ACN 008 698 708)

Description of Parcel:

Lot 14 on Deposited Plan 42774

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

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

By laws 16-55 are added, as set-out below:

16. Strata company manager

- (1) The council shall at all times employ the services of professional Strata Company Manager and may, by instrument in writing, delegate to him:
 - (a) all its powers, authorities, duties and functions;
 - (b) any one or more of its powers, authorities, duties and functions specified in the instrument; or
 - (c) all of its powers, authorities, duties and functions except those specified in the instrument;