

ARTICLES OF STRATA CORPORATION NO. 10159 INCORPORATED

1. In the interpretation of these Articles unless such interpretation is excluded by or repugnant to the context:-
"Common Property" means the property held by the Strata Corporation in trust for the unit holders;
"occupier" in relation to a unit means a person who occupies the unit on a temporary or permanent basis (either solely or jointly with other persons) and includes a person who is unlawfully in occupation of a unit;
"Strata Corporation" means a body corporate created under the Strata Titles Act, 1988 on the deposit of a strata plan;
"unanimous resolution" has the same meaning as the definition in section 3 of the Strata Titles Act, 1988;
"unit" means an area shown on a strata plan as a unit;
"unit holder" means -
 - (a) a person registered as proprietor of an estate in fee simple in the unit;
 - (b) if the fee simple is divided into a life estate with a remainder or reversionary interest - the person registered as the proprietor of the life estate.

In these Articles:-

- (a) every word of the masculine gender shall be construed as including the feminine gender;
- (b) every word in the singular number shall be construed as including the plural number;
- (c) every word in the plural number shall be construed as including the singular number;

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- (d) every word in either of the said genders or numbers shall be construed as including a body corporate as well as an individual.

2. A unit holder shall:-

- 2.1 maintain the unit in good repair; and
- 2.2 carry out any work ordered by a council or other public authority in respect of the unit.

3. A person bound by these Articles shall:-

- 3.1 give to the Strata Corporation prompt notice in writing of any breakages or defects in the water pipes sewerage pipes airconditioning plant and equipment and electric light or other plant equipment fittings or improvements of the unit or the Common Property;
- 3.2 obtain the consent of the Strata Corporation for the installation or fitting to the exterior of the unit or the inside of the windows thereof any blind or awning of any kind and if such consent is withdrawn to remove any such blind or awning within such time as the Strata Corporation may by notice in writing specify;
- 3.3 comply in all respects with the provisions of all Acts Regulations Bylaws and with any lawful restriction direction order notice and instruction given or made by any person body or authority acting under any Acts Regulations By-laws town planning

scheme or the like affecting or relating to the unit or the use thereof;

- 3.4 store all garbage rubbish and refuse in tightly secured containers within the unit and attend to the expeditious disposal thereof in the manner designated by the Strata Corporation;
- 3.5 dispose of all cleaning water and used cleaning agents and detergents through the drain and waste outlets located within the unit or through such other drains as may be directed from time to time by the Strata Corporation and to keep all drains waste pipes and sanitary apparatus inside the unit clean and free from obstruction;
- 3.6 not burn any garbage refuse or rubbish on the unit or in the common property;
- 3.7 not use the lavatories sewers waste pipes grease traps or other service or supply apparatus of all in the unit or the common property for any purpose other than that for which they were constructed;
- 3.8 not carry on or permit or to be carried on in the unit or any part thereof any noxious noisome or offensive Act trade business or occupation and take such steps as may be necessary to confine odors peculiar to the unit holder's business to the unit;
- 3.9 not create any nuisance nor do or permit or suffer to be done anything which shall or may be an annoyance to the Strata Corporation or other unit holders or occupiers or users of the Common Property;

- 3.10 keep the premises free from rodents pests and vermin;
- 3.11 not hang from the windows or any other portion of the unit where it would be visible from the exterior of the unit or any portion of the Common Property any article of clothing towel or similar article;
- 3.12 not throw or permit to be thrown or to be dropped or to fall any article or substance from or out of the unit or the Common Property or any part thereof and not to place upon any sill ledge or other like part of the unit or the Common Property any article or substance;
- 3.13 subject to the Strata Titles Act, 1988, not bring or permit any person to bring or leave in the Common Property or any part thereof any animal bird or reptile;
- 3.14 must not without the consent in writing of the Strata Corporation erect or place upon within or without the unit any radio or any television antenna or any loud speaker, screens or similar device or equipment and not without the like consent to use or permit to be used any radio radiogram television video recorder or other like media or equipment or any musical instrument likely or able to be heard or seen from outside the unit;
- 3.15 not without the consent of the Strata Corporation display any sign advertisement placard banner or any other conspicuous material of a similar nature on

part of the unit so as to be visible from outside the unit or on any part of the Common Property;

- 3.16 keep all doors and windows of the unit securely fastened on all occasions when the unit is left unoccupied and to pay to the Strata Corporation any costs or expenses incurred by the Strata Corporation in keeping the unit guarded or secure during such times as the doors and windows of the unit are not so securely fastened;
- 3.17 comply with any fire safety direction or evacuation procedure given by the Strata Corporation;
- 3.18 only prepare food in the designated area within the unit;
- 3.19 ensure that the reception and delivery of goods is made only in areas designated for that purpose by the Strata Corporation;
- 3.20 not without the written consent of the Strata Corporation use or store on the unit or on the Common Property any explosive or other dangerous substance; and
- 3.21 not use the unit for any unlawful purpose.

4. A person bound by these articles shall use his or her best endeavours as follows:-

- 4.1 not to obstruct the lawful use of the Common Property by any person;
- 4.2 not to use the Common Property in a manner that unreasonably interferes with the use and enjoyment of

the Common Property by the other members of the Strata Corporation or the tenants of other members of the Strata Corporation or those tenants' customers, clients or visitors, clients or visitors;

- 4.3 not to make, or allow his or her tenants, clients, customers or visitors to make, undue noise in or about any unit or the Common Property;
- 4.4 not to interfere or allow his or her tenants, customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or Common Property;
- 4.5 not to obstruct or allow obstructions to the Common Property and must not use the Common Property for business or display without the prior consent of the Strata Corporation;
- 4.6 not to park a motor vehicle in a parking space allocated for others or on a part of the Common Property on which parking is not authorised by the Strata Corporation and must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the Common Property on which parking is not authorised by the Strata Corporation;
- 4.7 not to overload or permit to be overloaded electrical installations or wiring of the unit;
- 4.8 not to cause or permit any obstruction to the airconditioning ducts and outlets to the Common Property;

- 4.9 not to bring onto the unit or the Common Property anything of such weight as may impose on the unit or the Common Property or any part thereof stress in excess of that for which it is designed; and
 - 4.10 not to cause or permit any damage to any adjoining units or to the Common Property or to the services therein and to repair and to make good any damage occasioned or contributed to by the negligence misfeasance or nonfeasance or other act of the unit holder or occupier or any officer, servant, employee, agent, concessionaire, licensee, invitee or visitor of the unit holder or occupier.
 - 4.11 to ensure that any lessee, tenant, licensee or other occupier of the unit shall at all times observe and perform these Articles and comply with any encumbrance over the Common Property and with any direction from the Strata Corporation as if such lessee, tenant, licensee or other occupier was the registered proprietor of the unit.
5. The registered proprietor or proprietors as the case may be of units 1-30 inclusive shall at all times during the currency of the said Lease as defined in article 6.1 hereof be a party to the agreement referred to in article 6 hereof and shall as and when required by the Strata Corporation ratify the said agreement provided always that the provisions of the said agreement shall not be inconsistent with article 6 hereof.

6. The Strata Corporation is hereby authorised to and shall as soon as practicable after the creation of the Strata Corporation enter into an agreement with a managing agent of national standing on behalf of itself and on behalf of the registered proprietors of units 1 to 30 inclusive and their respective successors in title to ensure compliance with article 5 hereof pursuant to which agreement the said managing agent agrees to undertake exclusively on behalf of the Strata Corporation and on behalf of the registered proprietors of units 1 to 30 inclusive all communications between the lessee of the said units 1 to 30 (hereinafter called "the said lessee") and the registered proprietors thereof and without limiting the generality of the foregoing shall:-

6.1 conduct all rent reviews pursuant to the Lease which exists in respect of the said units 1 to 30 (which Lease is hereinafter called "the said Lease");

6.2 collect all rental and outgoings payable by the said lessee pursuant to the said Lease;

6.3 distribute to each particular unit holder his or her entitlement to the rental received pursuant to the said Lease in accordance with the provisions thereof;

6.4 undertake all negotiations in relation to the extension or renewal of the term of the said Lease;

and shall at all times after the creation of the Strata Corporation and until the cancellation of the Strata Plan pursuant to Section 17 of the Strata Titles Act, 1988 whilst the said lessee is leasing the said units 1 to 30 pursuant

to the said Lease (or any extension or renewal thereof) renew the agreement with the aforesaid managing agent or enter into a similar agreement with another managing agent of national standing.

7. The registered proprietor or proprietors as the case may be of units 1-31 inclusive shall at all times until the cancellation of the Strata Plan pursuant to Section 17 of the Strata Titles Act, 1988 be a party to the agreement referred to in article 8 hereof and shall as and when required by the Strata Corporation ratify the said agreement provided always that the provisions of the said agreement shall not be inconsistent with article 8 hereof.

8. The Strata Corporation is hereby authorised to and shall as soon as practicable after the creation of the Strata Corporation enter into an agreement with a managing agent of national standing on behalf of the registered proprietors of units 1-31 inclusive and their respective successors in title to undertake the following:

8.1 arrange for the payment of any amounts required to be paid by the Strata Corporation;

8.2 as far as is reasonably possible ensure that the statutory duties of the Strata Corporation are complied with;

and shall at all times after the creation of the Strata Corporation and until the cancellation of the Strata Plan pursuant to Section 17 of the Strata Titles Act, 1988 ensure that such agreement is current and from time to time when

necessary renew the said agreement or enter into a similar agreement with another managing agent provided that such other managing agent is reputable and solvent.

