

SPECIAL RESOLUTION FOR ADOPTION OF ARTICLES OF CORPORATION

At the first annual general meeting of The Proprietors - Units Plan 97/026 held at *51 South Street, Devon* on *10* March 1997 and which was attended by David Shoobridge, the nominee of the sole member of the corporation, Nazime Pty Ltd ACN 009 634 137, it was resolved as a special resolution that the articles that came into force under Section 76 of the Unit Titles Act upon the registration of the units plan, be repealed and replaced by the following articles:-

1 INTERPRETATION

1.1 Definitions

In these articles, unless the contrary intention appears: -

the Act means the Unit Titles Act.

Authorised Agent means a person authorised by the Corporation.

Corporation means the Body Corporate known as the Proprietors, Units Plan 97/026.

Lake Bennett means the lake upon Section 245 Hundred of Howard.

Lake Bennett Estate means the unit development constructed upon the Land.

Land means Section 244 Hundred of Howard and includes all land comprised in each proprietor's unit title and the common property.

Proprietor means the legal owner of a unit.

Unit means a unit in Units Plan No. 97/026.

1.2 Interpretation

Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;

If there shall be more than one person responsible hereunder as the proprietor or as a successor entitled to the proprietor, the liability of all such persons shall both joint and several; and

references to an Act includes all Acts amending, consolidating or replacing such Acts and shall include all regulations and by-laws made pursuant thereto.

2 INSPECTIONS AND MAINTENANCE

2.1 Authorised Agents Powers

Subject to article 2.2, an Authorised Agent may at all reasonable times -

- 2.1.1 inspect a Unit for the purposes of ascertaining whether or not the Act and these articles are being observed;
- 2.1.2 carry out in, on or to a unit any maintenance, repairs or work that the Corporation is by the Act or these articles, required to carry out in, on or to the Unit;
- 2.1.3 carry out in, on or to a Unit the functions imposed, exercise the powers conferred and perform the duties imposed by the Act and these Articles on the Corporation insofar as they relate to a particular Unit, and may, for these purposes, enter and remain in or on the Unit in question for any period as is reasonably necessary for the purposes of carrying out the powers or performing the duties of the Corporation.

2.2 Prior Notice to be given to Proprietors

An authorised agent shall not do any act referred to in article 2.1 unless: -

- 2.2.1 the Corporation or the authorised agent has given the Proprietor and/or the occupier of the Unit reasonable notice of their intention to enter in or on the Unit or to do the Act; or
- 2.2.2 by reason of an emergency, it is essential that the act be done without notice having been given to the Proprietor and/or the occupier of the Unit.

3 RATES AND TAXES

Each Proprietor shall pay all rates, taxes, outgoings and assessments payable in respect of the Proprietor's Unit.

4 MAINTENANCE

4.1 Proprietors Responsible

Each Proprietor shall be responsible for the maintenance and repair of their Unit and, because the improvements comprised in each Unit are detached, each Proprietor shall be responsible for structural repairs to their Unit, except where those repairs are necessitated by some event which the Corporation has insured against, in which case those repairs will be carried out by the Corporation.

4.2 Compliance with Laws

A Proprietor must comply with any requirement made by or under any law in force in the Northern Territory of Australia to carry out repairs to or to do any work or

thing in relation to their Unit.

5 BUILDING CONTROL COVENANTS

5.1 Approval of Plans and Specifications Generally

No improvements are to be commenced or carried out or erected or constructed or altered on or over the Land (including any verandah overhanging Lake Bennett) except in accordance with plans and specifications submitted to and approved by the Corporation. This is in addition to any requirement of any relevant local or government authorities. Improvements infringing these covenants shall be removed at the Proprietor's expense. Such plans and specifications are to include a suitably descriptive plan for landscaping the land comprised in the unit title in question.

5.2 Building Controls

No improvements may be constructed on the land unless:

5.2.1 General Design

The design external colour and materials of all improvements are in the opinion of the encumbrance of a high standard is of the type of constructions which is not detrimental to the amenity and development of other Units in the Lake Bennett Estate and has an aesthetic appearance with due regard to bulk and form that ensures harmony and balance within the landscape.

5.2.2 Uniformity in Design

The plans and specifications for the construction of improvements on the Land shall be prepared and the improvements shall be constructed in sympathy with all other improvements upon the Land in sympathy with any other proposed improvements taking due account of siting, alignments, footpaths, verandahs, verandah poles, finishes and roofing treatment.

5.2.3 Roofs

Each roof must be covered or constructed with materials having an exterior service coated, sealed, treated or of a texture which does not have high light reflective qualities and is of a colour which suitably blends with the landscape.

5.2.4 Height

Any part of the improvements constructed or to be constructed shall not exceed one storey or 5 metres in height unless otherwise approved by the Corporation.

For the purposes of this covenant "storey" shall mean the part within a building which is situate between the ground floor level and the ceiling or roof immediately above and containing space capable of being occupied (whether for vehicles or persons).

5.2.5 Setbacks

The Corporation has will adopt certain policy guidelines with respect to setbacks and plot ratios concerning the Lake Bennett Estate to ensure that all improvements are constructed at least 1.5 metres from each side boundary. A Proprietor shall not construct improvements in breach of such policy guidelines.

5.2.6 Driveways and Footpaths

In constructing a driveway a Proprietor shall not use material other than comprising interlocking concrete block pavers or concrete.

5.2.7 Fences and Screens

All fences and screens shall be comprised of mass planting of palms and other plants only. A Proprietor shall not construct fences or screens made of any other materials.

5.2.8 Shadecloths and Awnings

No shadecloth structure shall be erected upon any land forming part of a Unit or common property and no external blinds or awnings shall be erected upon any building within the Lake Bennett Estate without the written consent of the Corporation.

6 PROTECTION OF LAKE BENNETT

No Proprietor shall cause or permit to occur a discharge into Lake Bennett of any sewerage or any other waste or fertiliser contamination from their Unit.

7 NUISANCE

A Proprietor shall not:

7.1 make a noise so as to cause nuisance whether by the use of machinery or equipment or otherwise howsoever nor shall a Proprietor permit, suffer or allow their employees, agents or children under their supervision to do so;

7.2 a noise is a nuisance for the purposes of this article if it causes under stress, annoyance or irritation to a person or persons in or on or in the vicinity of the Lake Bennett Estate;

7.3 whether any disturbance, distress, annoyance or irritation causes a nuisance is to be determined in accordance with the sensitiveness of a reasonable person having regard to the time, place, intensity and frequency of the noise complained of.

8 FIRE FIGHTING EQUIPMENT

Fire extinguishers shall be kept at the Proprietors' expense fully charged, maintained in good order and condition and fitted in the position required to each Unit near the kitchen area.

9 COMMON PROPERTY

9.1 Rubbish

A Proprietor or Occupier of a unit shall not deposit or throw any rubbish, dirt or dust or throw material upon the common property which is likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another Unit or any person lawfully using the common property.

9.2 No Obstruction

A Proprietor or an occupier of a unit shall not obstruct the lawful use of common property by any person.

9.3 No Parking

Without the written consent of the Corporation a Proprietor or occupier of a Unit shall not park or stand any vehicle or boat upon common property.

9.4 Damage

A Proprietor or occupier of a Unit shall not:

- (a) damage any lawn garden tree shrub plant or flower being part of or situated upon common property; or
- (b) use any portion of the common property for their own purposes as a garden except with the written consent of the Corporation.

9.5 Guests and occupiers of units shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of other Proprietors or occupiers of Units or any persons lawfully using the common property or Lake Bennett.

10 WATER

A Proprietor or occupier of a Unit shall not waste water and shall see that all water taps in their Unit are properly turned off after use. Any damage or blockage

resulting from misuse of water apparatus, waste pipes and drains or negligence shall be borne by Proprietor the Unit responsible, whether caused by the Proprietor's actions, or those of members of the Proprietor's household or any occupier, employee, tenant, agent or guest.

11 PETS

11.1 One Pet Allowed

Each Proprietor shall be allowed to keep at any time one domesticated pet on their Unit and all such pets shall be kept on a leash whilst on the common areas of the Lake Bennett Estate.

11.2 No Disturbance by Pets

Proprietors shall ensure that at all times their pets do not create disturbance to other Proprietors within the Lake Bennett Estate.

12 COMPLIANCE

The duties and obligations imposed by these articles on a Proprietor or occupier of a Unit shall be observed not only by the Proprietor or occupier, but also by their guests, employees, agents, children, invitees and licensees.

13 BREACH OR DEFAULT AND ENFORCEMENT

13.1 Breach of Articles

Upon the breach or default of any of these articles by the Corporation shall forthwith be entitled to give the Proprietor one (1) month's notice in writing to remedy the default or breach and should the defaulting Proprietor fail to remedy such the breach or default within that time then it shall be lawful for but not obligatory upon the Corporation to do all things and pay all monies necessary or expedient in the opinion of the Corporation to make good the default or breach

13.2 Enforcement Powers

For the purpose of exercising its powers pursuant to article 13.1, the Corporation may at any time and from time to time with and without workmen and others enter into and upon the buildings, erections and improvements on a Unit without thereby becoming liable for any action for trespass by the Proprietor.

13.3 Recovery

Where the Corporation expends any money to make good any damage caused by a breach of the Act or these articles by any Proprietor or occupier of a Unit (or their guests, employees, agents, children, invitees or licensees) the Corporation shall be entitled to recover from the Proprietor of the Unit at the time when the breach occurred the amount so expended as a liquidated debt.

13.4 **Costs**

If the Corporation incurs and is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Proprietor or occupier (which expression for the purposes of this article shall include any former Proprietor or occupier of the relevant unit) due to a default by that Proprietor or occupier in the payment of any monies due to the Corporation, or a breach of these articles, or for any other reason, that Proprietor or occupier shall forthwith pay on demand to the Corporation such costs and expenses which shall be a liquidated debt due and payable by the Proprietor to the Corporation.

14 **INSURANCE**

The Proprietor or occupier of a Unit shall not bring to, do or keep anything in their Unit which may void any insurance policy in respect of the buildings or the Lake Bennett Estate or increase the rate of fire insurance on the buildings or on any improvements on the Lake Bennett Estate, or conflict with the laws, relating to fires or any insurance policy upon the buildings or any property within the Lake Bennett Estate.

15 **TRANSFER OF UNITS**

Any Proprietor who agrees to transfer their Unit to another person shall forthwith give notice in writing of that fact to the Corporation setting out the name and contract address of the other person and the date of the transfer.

16 **DISPLAY OF ARTICLES**

A copy of these articles (or a summary approved by the Corporation) shall be exhibited in a prominent place in any Unit made available for letting.

17 **APPORTIONMENT OF CHARGES BY CORPORATION**

The Corporation may make an apportionment of any insurance premiums and outgoings payable by the Corporation in respect of the provision of utilities and services to the Lake Bennett Estate other than in accordance with the aggregate unit entitlement, taking into account the use of the service and utilities by the various Proprietors and anything done by any Proprietor that that may increase the premiums paid by the Corporation, or where Units are subject to separate policies, the Corporation may take into account the actual cost of the premiums.

Certified as a true copy of the special resolution passed by the proprietors units plan No. 97/026 on16.....March 1997



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