

contract for sale of land or strata title
by offer and acceptance



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☒ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>
MORTGAGE BROKER (NB: If blank, can be any) <input type="text"/>	
LATEST TIME: 4pm on: <input type="text"/>	
AMOUNT OF LOAN: <input type="text"/>	
SIGNATURE OF BUYER <input type="text"/>	

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.
If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
(b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
(b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
 - (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;
- and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
 - (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.



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SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name	Kevin James Griffiths		
Address	27 Wychwood Close		
Suburb	Bullsbrook	State	WA
		Postcode	6084
Name	Michelle Peta Griffiths		
Address	27 Wychwood Close		
Suburb	Bullsbrook	State	WA
		Postcode	6084

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance	2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions	4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)	

Signature		Signature	
-----------	--	-----------	--

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance	2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)	

Signature		Signature	
-----------	--	-----------	--

CONVEYANCER (Legal Practitioner/Settlement Agent)	
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.	
BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	
Signature	

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED,
FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN
THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of “ <i>Duplicate Certificate of Title</i> ”	Delete the definition of “ <i>Duplicate Certificate of Title</i> ”.

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **Kevin James Griffiths**

Date _____

Signature _____

Name **Michelle Peta Griffiths**

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

93/1 Kennedy Street, Maylands WA 6051

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

ANNEXURE

B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

93/1 Kennedy Street, Maylands WA 6051

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
-
- This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) // OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
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BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
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WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2982

418

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 93 ON STRATA PLAN 70204
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MICHELLE PETA GRIFFITHS
KEVIN JAMES GRIFFITHS
BOTH OF UNIT 93 1 KENNEDY STREET MAYLANDS WA 6051
AS JOINT TENANTS

(T P573397) REGISTERED 2/6/2023

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. N250576 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 12/2/2016.
3. P573398 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 2/6/2023.

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: SP70204
PREVIOUS TITLE: 2894-86
PROPERTY STREET ADDRESS: UNIT 93 1 KENNEDY ST, MAYLANDS.
LOCAL GOVERNMENT AUTHORITY: CITY OF BAYSWATER

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

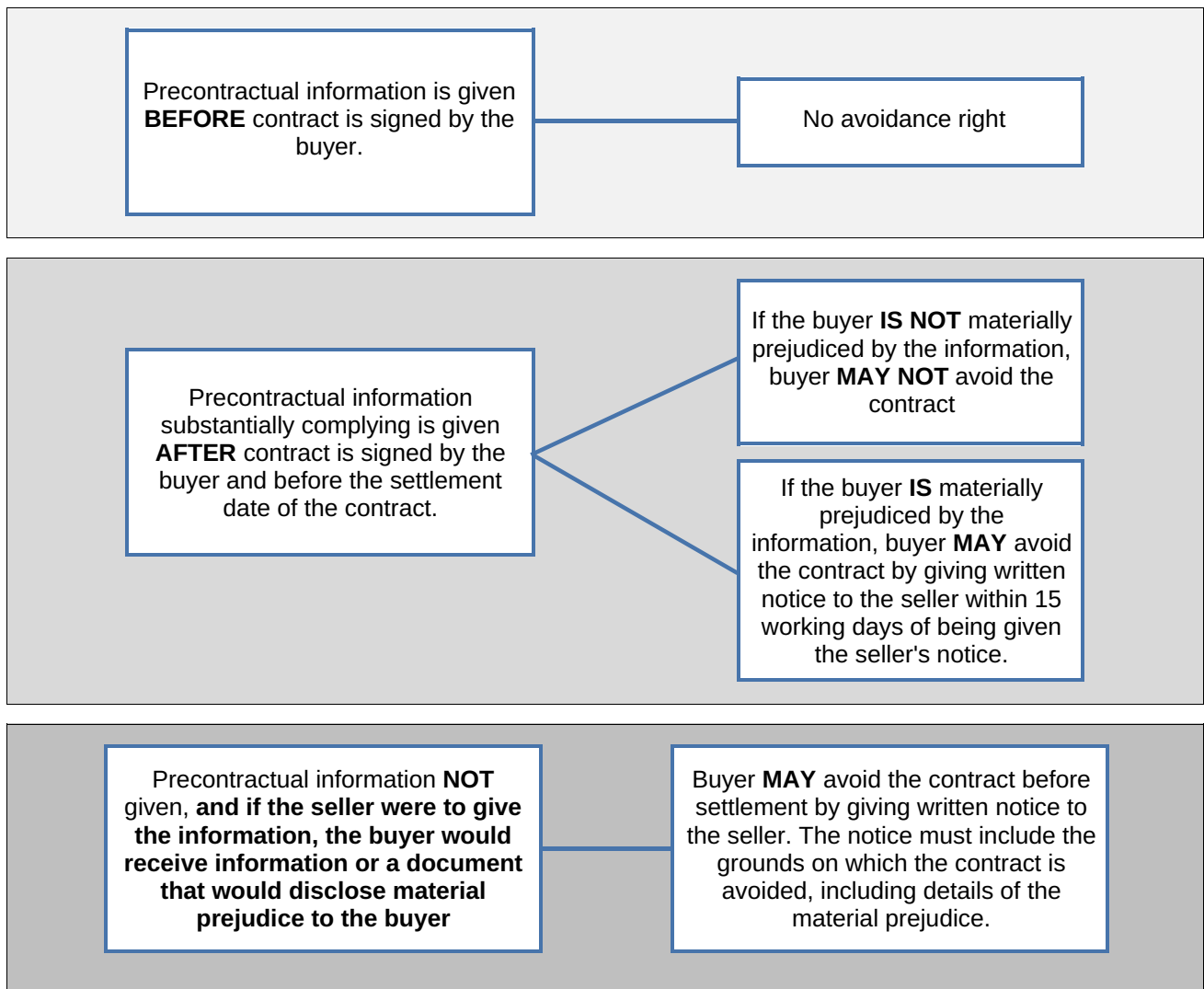
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

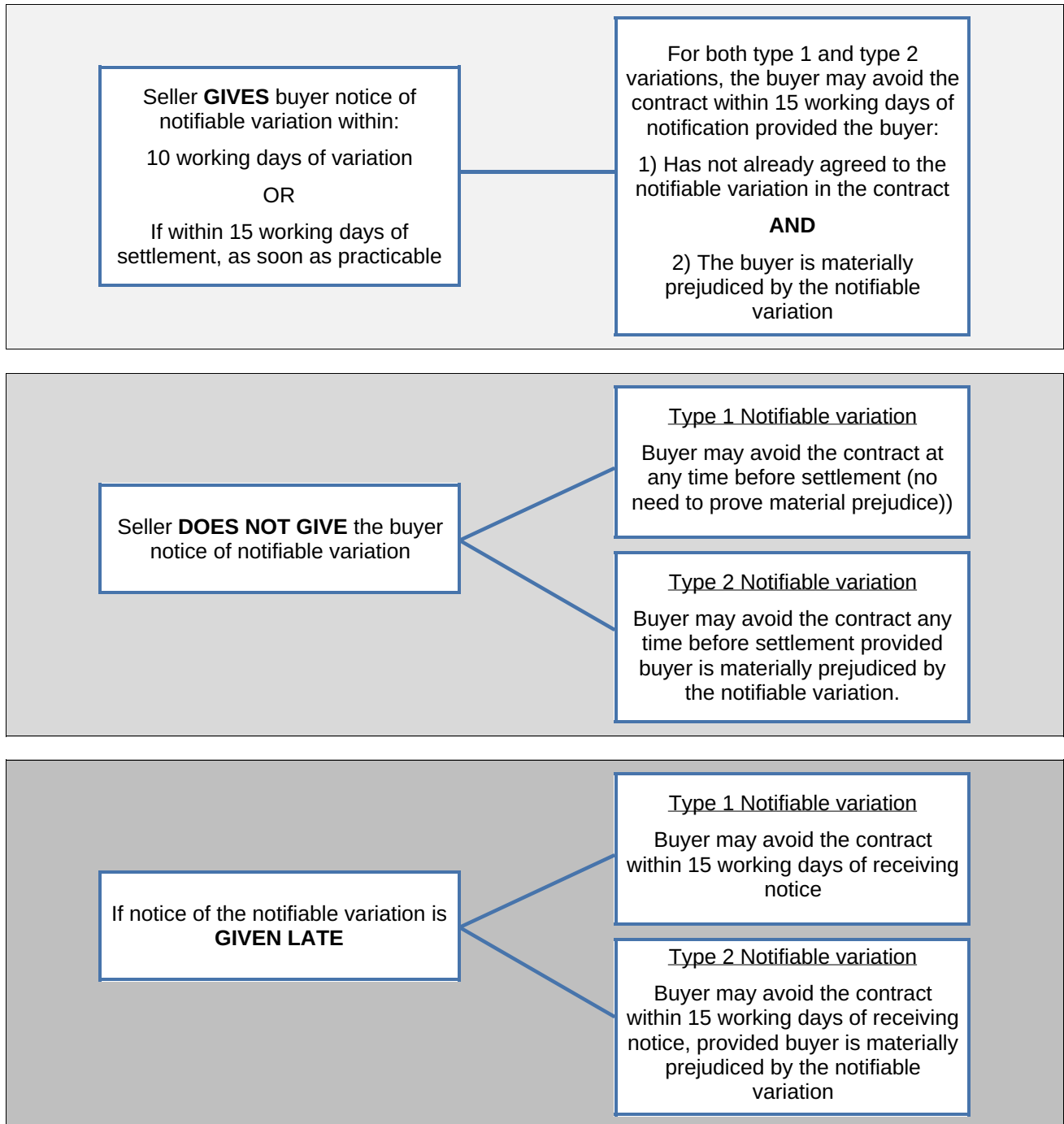
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.



Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name Kevin James Griffiths

Address _____

Telephone/mobile _____ Email _____

Name Michelle Peta Griffiths

Address _____

Telephone/mobile _____ Email _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name One Kennedy

Name of the strata company One Kennedy

Address for service of the strata company (taken from scheme notice) 1 Kennedy Street, Maylands WA 6051

Name of Strata Manager Strata Elite

Address of Strata Manager PO Box 78, Victoria Park WA 6979

Telephone/Mobile 08 9361 3209

Email info@strataelite.com.au

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☒ strata

☐ survey-strata

The tenure type is

☒ freehold

☐ leasehold



~~For leasehold only:~~

~~The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme _____~~

~~If there is a registered scheme notice, the expiry day for the leasehold scheme is _____~~

~~For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.~~

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice.
Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020.

Att 4

A copy of the scheme plan showing the exact location and definition of the lot

Att 1

A copy of the scheme by-laws

Att 3

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

Do the scheme by-laws include staged subdivision by-laws ☐ no ☐ yes

☐ If yes, they are included with this form

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme

Att 2

If this is a leasehold lot, a copy of the strata lease for the lot

Additional comments: _____

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

Att 5

☐ A statement that the strata company does not keep minutes of its meetings*

☐ A statement of why the seller has been unable to obtain the minutes

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company

Att 6

☐ A statement that the strata company does not prepare a statement of accounts*

☐ A statement of why the seller has been unable to obtain a statement of accounts

* Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.

Additional comments: _____

**Termination proposal**

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

☐ no ☐ yes

N/A

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

☐ This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

UNIT 93 1 KENNEDY STREET MAYLANDS WA 6051

Lot 93 on scheme plan no. 70204

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? *

☒ no ☐ yes

If yes, describe the restriction _____

* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

☒ no ☐ yes

If yes, please give details _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☒ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
--	--------------------	-----------	--

Administrative fund:	<u>936.00</u>		_____
----------------------	---------------	--	-------

Reserve fund:	<u>32.80</u>		_____
---------------	--------------	--	-------

Other levy (attach details)	_____		_____
-----------------------------	-------	--	-------

Att 7

☒ Actual ☐ Estimated total contribution for the lot \$ 3,875.20

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other: _____

Due dates	<u>\$968.80</u>	on	<u>1/8/25</u>	_____	on	_____
-----------	-----------------	----	---------------	-------	----	-------

	<u>\$968.80</u>	on	<u>1/11/25</u>	_____	on	_____
--	-----------------	----	----------------	-------	----	-------

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ N/A

If the seller has a debt owed to a utility company, the total amount owing is \$ N/A

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.

Additional comments: _____

Scheme developer specific information

Information specific to the sale of a strata lot - only to be
completed if the seller of the lot is a scheme developer

Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? ☐ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? ☐ no ☐ yes

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☐ no ☐ yes



Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☐ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value.

Additional comments: _____

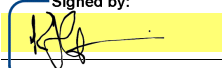
Acknowledgement by seller and buyer

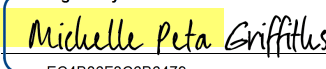
The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
 - **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
- Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☐ I / ☒ **We**¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signed by: 
Signature _____
Name **Kevin James Griffiths**
Date **18/4/2025**

Signed by: 
Signature _____
Name **Michelle Peta Griffiths**
Date **18/4/2025**

Statement by the buyer(s) / buyer's representative

☐ I / ☐ **We**¹, the buyer/s, acknowledge that ☐ I / ☐ **we**¹ received Part A and Part B of the required precontractual disclosures before ☐ I / ☐ **We**¹ signed the contract of sale.

☐ I / ☐ **We**¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**¹.

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

SURVEY-STRATA PLAN
70204

SHEET 1 OF 7 SHEETS

PLAN OF
LOT 89
ON DEPOSITED PLAN 400125
CERTIFICATE OF TITLE
VOL: 2894 FOL: 86
LOCAL GOVERNMENT
CITY OF BAYSWATER
FIELD RECORD
149088

NAME OF SCHEME
ONE KENNEDY

ADDRESS OF PARCEL
1 KENNEDY STREET
MAYLANDS
WA 6051

MANAGEMENT STATEMENT

LOGGED

YES

VER
2

AMENDMENT
AUDIT REQUIREMENTS

AUTHORISED BY
A.V.RICHARDS

DATE
24/4/20

LOCATION PLAN
ENLARGEMENT NOT TO SCALE

SCALE 1:500 @ A3

88 STREET
KENNEDY
RAILWAY PARADE

SEE ENLARGEMENT 88 DP 400125 AND INSTRUMENT N250590

55 P 1626 (SP7460)
8 P 1884 (SP 39652)

TUSCOM SUBMISSION CONSULTANTS Pty Ltd.
SUITE 3 LEVEL 1, 4 PRINCELY STREET
STANLEY WA 6010
Ph (08) 9376 8388
Fax (08) 9376 8378
enlarge@tusc.com.au

16.4.2020 DATE
FEE PAID
ASSESS No.

EXAMINED

MM 28.4.2020 DATE

PLAN APPROVED
INSPECTOR OF PLANS & SURVEYS
(S.18 LICENSED SURVEYORS ACT 1989)

15.5.2020 DATE

IN ORDER FOR DEALINGS

SUBJECT TO Management Statement

FOR REGISTRAR OF TILES

REGISTERED APPLICATION
15.5.2020 DATE

REGISTRAR OF TILES SEAL

WESTERN AUSTRALIAN PLANNING COMMISSION
W.A.P.C. REF:
Certificate of Approval (W.A.P.C.-order Section 25B(2) of State Planning Act 1985)
Delegated under S.16 P&D Act 2005

GOVERNMENT OF WESTERN AUSTRALIA
Landgate

SURVEYOR'S CERTIFICATE - Reg 54
I, A.V.RICHARDS,
hereby certify that this plan is accurate and is a correct representation of the -
(a) "survey" and/or
(b) "calculations from measurements recorded in the field records."
Details of impractical portions of this plan and that it complies with the relevant written laws(s) in relation to which it is lodged.
Adam Richards
2020.04.24 15:40:26 +08'00'
LICENSED SURVEYOR DATE
DRAFTED: AVGR CHECKED: AVGR

SUBJECT
(A) TO (B)
(S) 1

PURPOSE
COVENANT
EASEMENT

STATUTORY REFERENCE
SEC. 150 OF THE P&D ACT
SEC 136C OF THE TLA

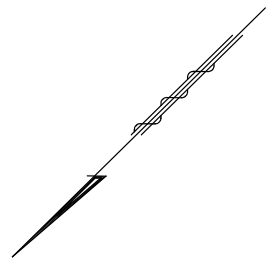
ORIGIN
DP 400125
DP 400125 & N250589

BENEFIT TO
ALL LOTS & COMMON PROPERTY
COMMON PROPERTY

COMMENTS
NO VEHICULAR ACCESS IS PERMITTED TO AND FROM RAILWAY PARADE RIGHT OF SUPPORT

SURVEY-STRATA PLAN
70204
SHEET 3 OF 7 SHEETS

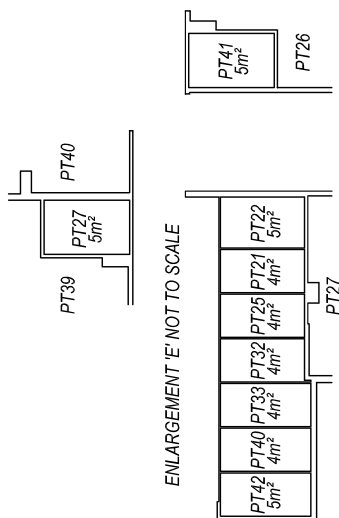
ENLARGEMENT 'B' NOT TO SCALE



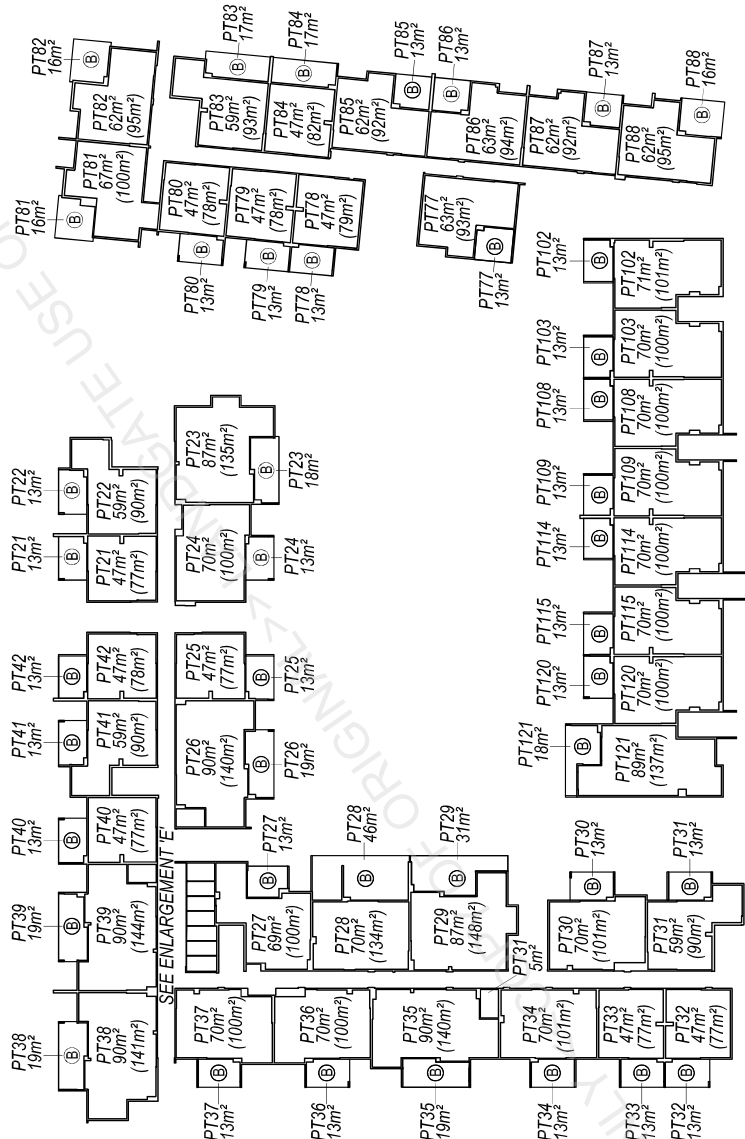
KEY:
⊙ : CARBAY
ALL 13m² CARBAYS ARE 2.4m x 5.4m
ALL 17m² CARBAYS ARE 3.13m x 5.4m
ALL 20m² CARBAYS ARE 2.4m x 10.2m
ALL DISTANCES SHOWN ARE FROM THE EXTERNAL SURFACES OF THE WALLS UNLESS STATED OTHERWISE.
ALL CARBAY TIE ANGLES ARE 90° UNLESS OTHERWISE STATED.
ALL PILLARS ARE COMMON PROPERTY
THE STRATUM OF THE CARBAYS SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDER SURFACE OF THE GROUND FLOOR SLAB UNLESS OTHERWISE STATED.
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

FIRST FLOOR PLAN

SURVEY-STRATA PLAN
70204
SHEET 5 OF 7 SHEETS



FOR OTHER PARTS OF LOTS 21-42 INCL., 77-88 INCL., 102, 103, 108, 109, 114, 115, 120 & 121 SEE SHEET 2 OF 7 SHEETS



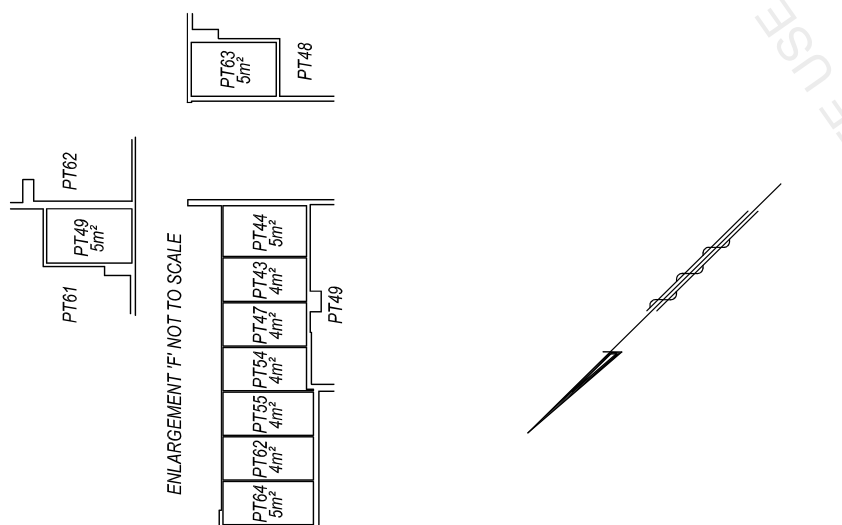
ALL PILLARS ARE COMMON PROPERTY
THE BOUNDARIES OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE OUTER SURFACES
OF THE BUILDING WALLS TO THE OUTER FACE OF THE BALCONY SLAB.
THE STRATUM OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER
SURFACE OF THEIR FLOOR TO THE UNDER SURFACE OF THEIR CEILING WHERE COVERED OR THE
PROJECTION OF THE UNDER SURFACE OF THE CEILING OF THEIR RESPECTIVE ADJACENT BUILDING PART
LOT WHERE UNCOVERED.
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

SCALE 1:500 @ A3
0 10 20 30 40

SECOND FLOOR PLAN

SURVEY-STRATA PLAN
70204
SHEET 6 OF 7 SHEETS

FOR OTHER PARTS OF LOT 94 SEE SHEETS 2 & 7 OF 7 SHEETS
FOR OTHER PARTS OF LOTS 43-64 INCL., 88, 90, 91, 92, 93, 95, 96, 97, 98, 99, 100, 104, 105, 110, 111, 116, 117, 122 & 123 SEE SHEET 2 OF 7 SHEETS



B - BALCONY

ALL PILLARS ARE COMMON PROPERTY. THE BOUNDARIES OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE OUTER SURFACES OF THE BUILDING WALLS TO THE OUTER FACE OF THE BALCONY SLAB. THE STRUTUM OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACE OF THE CEILING TO THE LOWER SURFACE OF THE FLOOR. THE PROJECTION OF THE UNDER SURFACE OF THE CEILING OF THEIR RESPECTIVE ADJACENT BUILDING PART LOT WERE UNCOVERED.

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.

Attachment 1 (2 of 2)

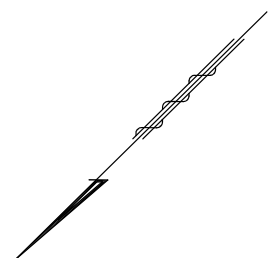
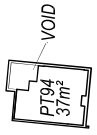
SCALE 1:500 @ A3

SCALE 1.000 @ A3

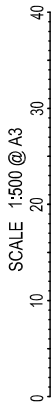
LANDGATE USE ONLY, COPY OF ORIGINAL, NOT TO SCALE
TIP Check: 11/10/2024 11:49:52 AM

THIRD FLOOR PLAN

SURVEY-STRATA PLAN
70204
SHEET 7 OF 7 SHEETS



FOR OTHER PARTS OF LOT 94 SEE SHEETS 2 & 6 OF 7 SHEETS



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) (b) OF THE STRATA TITLES ACT 1985

LANDGATE USE ONLY <<COPY OF ORIGINAL>> LANDGATE USE ONLY

FORM 3

page 1 of 3

STRATA PLAN No.				70204			
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	62			28	86		
2	79			29	116		
3	117			30	82		
4	85			31	76		
5	64			32	59		
6	118			33	59		
7	86			34	80		
8	85			35	112		
9	78			36	80		
10	63			37	80		
11	63			38	112		
12	85			39	112		
13	117			40	60		
14	85			41	76		
15	85			42	60		
16	115			43	62		
17	115			44	79		
18	62			45	116		
19	79			46	85		
20	62			47	64		
21	60			48	118		
22	76			49	85		
23	113			50	88		
24	82			51	118		
25	62			52	85		
26	116			53	78		
27	82			54	61		

Continued Overleaf

Attachment 2

FORM 3

page 2 of 3

STRATA PLAN No.				70204			
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	61			82	76		
56	81			83	74		
57	114			84	57		
58	81			85	74		
59	81			86	74		
60	115			87	74		
61	115			88	74		
62	62			89	79		
63	79			90	62		
64	62			91	61		
65	78			92	61		
66	61			93	80		
67	61			94	121		
68	50			95	77		
69	43			96	59		
70	60			97	77		
71	77			98	77		
72	59			99	77		
73	77			100	77		
74	77			101	84		
75	77			102	81		
76	77			103	81		
77	77			104	84		
78	59			105	84		
79	59			106	85		
80	59			107	85		
81	77			108	82		

Continued Overleaf

page 3 of 3

FORM 3

STRATA PLAN No. 70204							
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.
109	82						
110	85						
111	85						
112	85						
113	85						
114	82						
115	82						
116	85						
117	85						
118	85						
119	118						
120	82						
121	115						
122	85						
123	118			Aggregate	10,000		

DESCRIPTION OF PARCEL AND BUILDING

ONE HUNDRED AND TWENTY APARTMENT DWELLINGS AND THREE COMMERCIAL
SUITES IN A MIXED-USE MULTIPLE-LEVEL DEVELOPMENT
UPON LOT 89 ON DEPOSITED PLAN 400125
ADDRESS OF PARCEL: 1 KENNEDY STREET, MAYLANDS WA 6051

CERTIFICATE OF LICENSED VALUER
STRATA

I, **Bradley J Dawson**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

06-Apr-2020
Date



Digitally signed by
Brad Dawson
Date: 2020.04.06
17:58:36 +08'00'
Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 70204

DESCRIPTION OF PARCEL & BUILDING

ONE HUNDRED AND TWENTY APARTMENT DWELLINGS AND THREE COMMERCIAL SUITES IN A MIXED-USE MULTIPLE-LEVEL DEVELOPMENT UPON LOT 89 ON DEPOSITED PLAN 400125 AND HAVING THE ADDRESS OF 1 KENNEDY STREET, MAYLANDS WA 6051

CERTIFICATE OF LICENSED SURVEYOR

I, A.V.RICHARDS, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- * (b) each building shown on the plan is within the external surface boundaries of the parcel; or
- * (c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —
 - (i) all lots shown on the plan are within the external surface boundaries of the parcel;
 - (ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and
 - (iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) _____ on Strata Plan No. _____ registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~



Adam Richards

2020.04.16 11:41:35 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

PERMIT

FORM **BA10**

Occupancy permit

Building Act 2011, section 46, 47, 48, 49, 51, 52, 61
Building Regulations 2012, regulation 4

Permit number
BPOP20-0019

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Unit no	Street no 245	Level	Lot no 89
	Street name Railway		Street type Parade	Street suffix
	Suburb MAYLANDS		State WA	Postcode 6051
Strata plan no	If provided by the applicant for the purposes of the <i>Strata Titles Act 1985</i>			
Building Code of Australia (BCA) class of the building(s) (refer to the relevant certificate of compliance)	Main BCA class 2			
	Secondary BCA class (for multi-purpose buildings)	6	Third BCA class (for multi-purpose buildings)	7a
Use(s) of the building	Residential Apartments		Each restriction on use (if applicable) NIL	

2. Certificate of construction compliance or certificate of building compliance

Certificate of construction compliance or certificate of building compliance issued by:

Building surveying contractor/public authority's name	Milestone Certifiers Pty Ltd		
Phone/fax	Phone no 9330 7496	Fax	
Email address	richarda@milestonebc.com.au		Date 20/04/2020

3. Permit details


This occupancy permit is for	<input checked="" type="checkbox"/> Whole of building	<input type="checkbox"/> Part of building
Permit details	Residential apartment building, commercial tenancies and basement carpark.	
Permit has been granted under the <i>Building Act 2011</i>	Section 47 – Incomplete building	
Date of permit validity	<input checked="" type="checkbox"/> Indefinite validity	<input type="checkbox"/> Valid until (day/month/year): _____

BA10

Permit is issued subject to the following conditions being met

NIL

Issuing officer

Name Simon Fleming	Job title Statutory Building Coordinator
Signature 	Date 05/05/2020
Permit authority City of Bayswater	

Note: Information about or contained in the occupancy permit must be displayed in accordance with regulation 35 of the Building Regulations 2012.



Form 15C

ENDORSEMENT CERTIFICATE

LG/WAPC Ref: SD19-0130.01 / DA18-0205

Strata Plan No: 70204

Strata Titles Act 1985

Section 15 (4)

Certificate Endorsing Strata Plan or Amendment to a Strata Plan by Western Australian Planning Commission

Proposal Description: Strata Plan / ~~Amendment to Strata Plan*~~

Property Description: Lot 89 on Plan 400125

Lot (or Strata Plan) No.: 89

Location: 245 Railway Parade

Locality: Maylands WA 6051

Local Government: City of Bayswater

Lodged by: Finbar Group Ltd

Date Submitted: 1 May 2020

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 15 (4) of the *Strata Titles Act 1985*.

Signed:

Dated:

14 May 2020

For and on behalf of the Western Australian Planning Commission
and /or the City / Town / Shire* of:

City of Bayswater

(Delegated under section 16 (3)(e) of the *Planning and Development Act 2005*)

* Strike out as required

Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
1	2982/326	Registered	
2	2982/327	Registered	
3	2982/328	Registered	
4	2982/329	Registered	
5	2982/330	Registered	
6	2982/331	Registered	
7	2982/332	Registered	
8	2982/333	Registered	
9	2982/334	Registered	
10	2982/335	Registered	
11	2982/336	Registered	
12	2982/337	Registered	
13	2982/338	Registered	
14	2982/339	Registered	
15	2982/340	Registered	
16	2982/341	Registered	
17	2982/342	Registered	
18	2982/343	Registered	
19	2982/344	Registered	
20	2982/345	Registered	
21	2982/346	Registered	
22	2982/347	Registered	
23	2982/348	Registered	
24	2982/349	Registered	
25	2982/350	Registered	
26	2982/351	Registered	
27	2982/352	Registered	
28	2982/353	Registered	
29	2982/354	Registered	
30	2982/355	Registered	
31	2982/356	Registered	
32	2982/357	Registered	
33	2982/358	Registered	
34	2982/359	Registered	
35	2982/360	Registered	
36	2982/361	Registered	
37	2982/362	Registered	
38	2982/363	Registered	
39	2982/364	Registered	
40	2982/365	Registered	
41	2982/366	Registered	
42	2982/367	Registered	
43	2982/368	Registered	
44	2982/369	Registered	
45	2982/370	Registered	

Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
46	2982/371	Registered	
47	2982/372	Registered	
48	2982/373	Registered	
49	2982/374	Registered	
50	2982/375	Registered	
51	2982/376	Registered	
52	2982/377	Registered	
53	2982/378	Registered	
54	2982/379	Registered	
55	2982/380	Registered	
56	2982/381	Registered	
57	2982/382	Registered	
58	2982/383	Registered	
59	2982/384	Registered	
60	2982/385	Registered	
61	2982/386	Registered	
62	2982/387	Registered	
63	2982/388	Registered	
64	2982/389	Registered	
65	2982/390	Registered	
66	2982/391	Registered	
67	2982/392	Registered	
68	2982/393	Registered	
69	2982/394	Registered	
70	2982/395	Registered	
71	2982/396	Registered	
72	2982/397	Registered	
73	2982/398	Registered	
74	2982/399	Registered	
75	2982/400	Registered	
76	2982/401	Registered	
77	2982/402	Registered	
78	2982/403	Registered	
79	2982/404	Registered	
80	2982/405	Registered	
81	2982/406	Registered	
82	2982/407	Registered	
83	2982/408	Registered	
84	2982/409	Registered	
85	2982/410	Registered	
86	2982/411	Registered	
87	2982/412	Registered	
88	2982/413	Registered	
89	2982/414	Registered	
90	2982/415	Registered	

Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
91	2982/416	Registered	
92	2982/417	Registered	
93	2982/418	Registered	
94	2982/419	Registered	
95	2982/420	Registered	
96	2982/421	Registered	
97	2982/422	Registered	
98	2982/423	Registered	
99	2982/424	Registered	
100	2982/425	Registered	
101	2982/426	Registered	
102	2982/427	Registered	
103	2982/428	Registered	
104	2982/429	Registered	
105	2982/430	Registered	
106	2982/431	Registered	
107	2982/432	Registered	
108	2982/433	Registered	
109	2982/434	Registered	
110	2982/435	Registered	
111	2982/436	Registered	
112	2982/437	Registered	
113	2982/438	Registered	
114	2982/439	Registered	
115	2982/440	Registered	
116	2982/441	Registered	
117	2982/442	Registered	
118	2982/443	Registered	
119	2982/444	Registered	
120	2982/445	Registered	
121	2982/446	Registered	
122	2982/447	Registered	
123	2982/448	Registered	

(A)

PERMIT
PERMIT

PERMIT

BA10

Occupancy permit

Building Act 2011, section 46, 47, 48, 49, 51, 52, 61
Building Regulations 2012, regulation 4

Permit number
BPOP20-0019

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Unit no	Street no 245	Level	Lot no 89
	Street name Railway		Street type Parade	Street suffix
	Suburb MAYLANDS		State WA	Postcode 6051
Strata plan no	If provided by the applicant for the purposes of the <i>Strata Titles Act 1985</i>			
Building Code of Australia (BCA) class of the building(s) (refer to the relevant certificate of compliance)	Main BCA class 2			
	Secondary BCA class (for multi-purpose buildings)	6	Third BCA class (for multi-purpose buildings)	7a
Use(s) of the building	Residential Apartments		Each restriction on use (if applicable) NIL	

2. Certificate of construction compliance or certificate of building compliance

Certificate of construction compliance or certificate of building compliance issued by:

Building surveying contractor/public authority's name	Milestone Certifiers Pty Ltd		
Phone/fax	Phone no 9330 7496	Fax	
Email address	richarda@milestonebc.com.au		Date 20/04/2020


3. Permit details

This occupancy permit is for	<input checked="" type="checkbox"/> Whole of building	<input type="checkbox"/> Part of building
Permit details	Residential apartment building, commercial tenancies and basement carpark.	
Permit has been granted under the <i>Building Act 2011</i>	Section 47 – Incomplete building	
Date of permit validity	<input checked="" type="checkbox"/> Indefinite validity	<input type="checkbox"/> Valid until (day/month/year): _____

Permit is issued subject to the following conditions being met

NIL

Issuing officer

Name Simon Fleming	Job title Statutory Building Coordinator
Signature 	Date 05/05/2020
Permit authority City of Bayswater	

Note: Information about or contained in the occupancy permit must be displayed in accordance with regulation 35 of the Building Regulations 2012.



[illegible]



Form 15C | ENDORSEMENT CERTIFICATE

LG/WAPC Ref: SD19-0130.01 / DA18-0205

Strata Plan No: 70204

Strata Titles Act 1985 Section 15 (4) **Certificate Endorsing Strata Plan or Amendment to a Strata Plan by Western Australian Planning Commission**

Proposal Description: Strata Plan / ~~Amendment to Strata Plan*~~

Property Description Lot 89 on Plan 400125

Lot (or Strata Plan) No.: 89

Location: 245 Railway Parade

Locality: Maylands WA 6051

Local Government: City of Bayswater

Lodged by: Finbar Group Ltd

Date Submitted: 1 May 2020

It is hereby certified that the approval of the Western Australian Planning Commission
has been granted pursuant to section 15 (4) of the *Strata Titles Act 1985*.

Signed:

Dated: 14 May 2020

For and on behalf of the Western Australian Planning Commission
and /or the City / Town / Shire* of:

City of Bayswater

(Delegated under section 16 (3)(e) of the *Planning and Development Act 2005*)

* Strike out as required



Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
1	2982/326	Registered	
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11	2982/336	Registered	
12	2982/337	Registered	
13	2982/338	Registered	
14	2982/339	Registered	
15	2982/340	Registered	
16	2982/341	Registered	
17	2982/342	Registered	
18	2982/343	Registered	
19	2982/344	Registered	
20	2982/345	Registered	
21	2982/346	Registered	
22	2982/347	Registered	
23	2982/348	Registered	
24	2982/349	Registered	
25	2982/350	Registered	
26	2982/351	Registered	
27	2982/352	Registered	
28	2982/353	Registered	
29	2982/354	Registered	
30	2982/355	Registered	
31	2982/356	Registered	
32	2982/357	Registered	
33	2982/358	Registered	
34	2982/359	Registered	
35	2982/360	Registered	
36	2982/361	Registered	
37	2982/362	Registered	
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39	2982/364	Registered	
40	2982/365	Registered	
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44	2982/369	Registered	
45	2982/370	Registered	



Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
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70	2982/395	Registered	
71	2982/396	Registered	
72	2982/397	Registered	
73	2982/398	Registered	
74	2982/399	Registered	
75	2982/400	Registered	
76	2982/401	Registered	
77	2982/402	Registered	
78	2982/403	Registered	
79	2982/404	Registered	
80	2982/405	Registered	
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82	2982/407	Registered	
83	2982/408	Registered	
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Strata Plan 70204

Lot	Certificate of Title	Lot Status	Part Lot
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100	2982/425	Registered	
101	2982/426	Registered	
102	2982/427	Registered	
103	2982/428	Registered	
104	2982/429	Registered	
105	2982/430	Registered	
106	2982/431	Registered	
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108	2982/433	Registered	
109	2982/434	Registered	
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111	2982/436	Registered	
112	2982/437	Registered	
113	2982/438	Registered	
114	2982/439	Registered	
115	2982/440	Registered	
116	2982/441	Registered	
117	2982/442	Registered	
118	2982/443	Registered	
119	2982/444	Registered	
120	2982/445	Registered	
121	2982/446	Registered	
122	2982/447	Registered	
123	2982/448	Registered	



INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent-Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S 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.

EXAMINED

N250576 NR

12 Feb 2016 14:28:26 Perth



NOTIFICATION

LODGED BY Kott Gunning
ADDRESS 140 St Georges Terrace
Perth WA 6000
PHONE No. 9321-3755
FAX No. 9321-3465
REFERENCE No. 150299
ISSUING BOX No. 27E

PREPARED BY KOTT GUNNING
ADDRESS 140 St Georges Terrace
PERTH WA 6000
PHONE No. (08) 9321 3755 FAX No. (08) 9321 3465

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.	_____	

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.

NOTIFICATION**UNDER SECTION 70A**

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
1. Lot 2 on Diagram 10520	Whole	1054	847
2. Lot 1 on Diagram 10520	Whole	1053	920
3. Lot 3 on Diagram 4010	Whole	1550	284
4. Lot 2 on Diagram 4010	Whole	1038	733
5. Lot 1 on Diagram 4010	Whole	2074	414
6. Lot 59 on Diagram 24680	Whole	1227	641

REGISTERED PROPRIETOR (Note 2)

Ventrade Maylands Pty Ltd (ACN 165 387 897)
of Level 6, 181 Adelaide Terrace, Perth, Western Australia

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF BAYSWATER of 61 Broun Avenue, Morley, Western Australia

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

SEE ADDITIONAL PAGE

Dated this

day of


2015

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

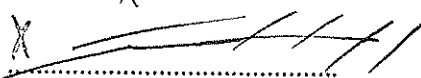
SEE ADDITIONAL PAGE

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed by 241 Railway Parade Pty Ltd (ACN 165 413 016) in accordance with section 127 of the Corporations Act 2001 as attorney for Ventrade Maylands Pty Ltd (ACN 165 387 897) which confirm that the Director/Director/Company Secretary have received no notice of revocation of the Power of Attorney No M583843 dated 11 March 2014.


.....
Director

Full Name: X DARREN JOHN PATEMAN


.....
Director/Secretary

Full Name: X ANTHONY DAVID HEWETT

WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO NOTIFICATION

Dated

FACTOR AFFECTING USE OR ENJOYMENT OF LAND:

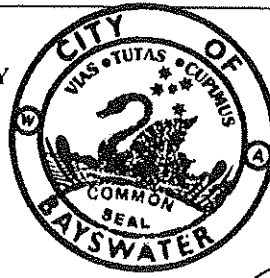
1. The use or enjoyment of the property may be affected by noise from trains, railway crossing and associated audible signals; and
2. The use or enjoyment of the property may be affected by noise, traffic, car parking and other impact associated with nearby non-residential activities.

LDEVENISH:1714927_1



Executed by LOCAL GOVERNMENT/PUBLIC AUTHORITY

THE COMMON SEAL of the)
CITY OF BAYSWATER was hereunto)
affixed in the presence of:)



Mayor: *Barry McKenna*

Full name: *BARRY MCKENNA*

Chief Executive Officer: *Douglas Ham Pearson*

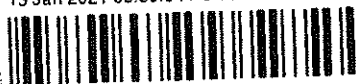
Full name: *DOUGLAS HAM PEARSON*

LDEVENISH:1714927_1



O611358 SN

13 Jan 2021 08:30:04 Perth



SN Scheme Notice

Lodged by: ⁵	PARAMOUNT SETTLEMENTS
Address:	POST OFFICE BOX 378
	NORTHBRIDGE WA 6865
Phone Number:	PH: 9228 0988
	FAX: 9228 0883
Fax Number:	LTO BOX 192L PERTH
Reference Number:	ST/16300 LH
Issuing Box Number:	

Instruct if any documents are to issue
to other than Lodging Party

Prepared by:	241 RAILWAY PARADE PTY LTD
Address:	LVL 6, 181 ADELAIDE TERRACE
	EAST PERTH
Phone Number:	08 6211 3300
Fax Number:	
Reference Number:	

Titles, Leases, Evidence, Declarations etc. lodged herewith	
1.	
2.	
3.	
4.	
5.	

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

⁵ Lodging Party Name may differ from Applicant Name.

**EXECUTION³**Date of Execution: 12th January 2021

Executed by 241 Railway Parade Pty Ltd ACN 165 413 016 as Attorney for Ventrade Maylands Pty Ltd ACN 165 387 897 pursuant to Power of Attorney M583843 in accordance with s127 of the Corporations Act 2001

Director

JOHN CHANName of Director
(BLOCK LETTERS)

Director / Company Secretary

RONALD KEAN YEW CHANName of Director / Company Secretary
(BLOCK LETTERS)Signature of Owner⁴

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature of Owner⁵

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

³ See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.

⁴ To be signed by owner of the land described in the above-mentioned Certificate of Title.

⁵ To be signed by owner of the land described in the above-mentioned Certificate of Title.

This page has been left blank intentionally





Approved Form 2019-74762

SN

Scheme Notice

Strata Titles Act 1985

Section 29

Scheme Number: 70204

Certificate of Title Volume/Folio Number: 2894/86

Scheme Name: One Kennedy

Address for Service of the Strata Company: Care of Strata Elite
PO Box 78
Victoria Park 6797

Email address for Strata Company¹: elizna@strataelite.com.au

Is this a Leasehold Scheme? ☐ Yes / ☒ No

Leasehold Scheme Term²: _____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ Optional.

² Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O611358] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

8/2/2021 14:07:57

The registration date of Scheme Notice O611358 is amended to 15 May 2020 at 9.00.00 hrs - see Commissioner's instruction in Direction dated 29 January 2021 and Registrar's Packet O557430.



EV001637211 DIRN

DIRECTION TO AMEND THE REGISTER



REGISTRAR OF TITLES

WHEREAS

- A. VENTRADE MAYLANDS PTY LTD (**Owner**) was the registered proprietor of lot 89 on deposited plan 400125 and being the whole of land comprised in certificate of title volume 2894 folio 86 (**Title**).
- B. By Strata Plan 70204 (**SP**) lodged with Landgate for examination on 16 April 2020, made in order for dealings on 15 May 2020 (**Registration Date**) and subsequently registered on the Registration Date, the Owner subdivided the Title to create 123 lots.
- C. By Application O395303 (**Application**) lodged at Landgate on 24 April 2020 (**Lodgement Date**) and subsequently registered on the Registration Date, the Owner applied to register the SP. Upon it's registration, certificates of title volume 2982 folios 326 to 448 were created for the lots on the SP (herein referred to as '**Scheme**')
- D. The *Strata Titles Amendment Act 2018* (**Amended STA**) came into force on 1 May 2020 amending the *Strata Titles Act 1985* (**STA**).
- E. The Application was lodged under the lot synchronisation/readiness to proceed on the Lodgement Date being before the Amended STA came into force and was registered on the Registration Date after the Amended STA came into force.
- F. The Scheme could not be registered before the SP was approved and endorsed by the Western Australian Planning Commission (**WAPC**).
- G. The SP was endorsed and approved by WAPC on 14 May 2020 and was subsequently placed in order for dealings on the Registration Date.
- H. It is a requirement under section 56(2) of the Amended STA that an Application to Register a Strata Scheme be accompanied by other scheme documents including a Scheme Notice.
- I. In error, the Application was registered without the Scheme Notice.
- J. Scheme Notice O611358 (**Scheme Notice**) was lodged by Paramount Settlements on 13 January 2021 to register the Scheme Notice on the SP.
- K. To comply with the requirements under section 56(2) of the Amended STA, the Scheme Notice is to be re-dated to the Registration Date and registered.

TAKE NOTICE THAT I, the undersigned Commissioner of Titles, in pursuance of the powers conferred on the Commissioner of Titles by section 188(3) of the *Transfer of Land Act 1893* and section 218(1) of the *Strata Titles Act 1985* and in pursuance of every power in me in this behalf enabling, **ORDER AND DIRECT** that:

SED

Commissioner of Titles Office\2021\al022-21 Final Commissioner Direction to Amend Register Scheme Notice RP O557430 1
SP70204 Correction s188(3).docx



1. The lodgement date and time of the Scheme Notice O611358 of 13 January 2021 at 8.30 hrs be changed to 15 May 2020 at 9.00 hrs and be registered at the same date and time as Application O395303.
2. In order of priority, Scheme Notice O611358 be registered on Annexure A of the Record of Strata Titles Scheme on Strata Plan 70204 with a registration date of 15 May 2020 being the same date as Application O395303 as follows:

Record of Strata Titles Scheme

Document					
Number	Particulars	Date recorded/ lodged/registered	Nature	Number	Registered
O611358	Scheme Notice	15/05/2020			

3. A copy of these directions be placed with application O395303 and scheme notice O611358.

S E Dukes

**SUSAN DUKES
COMMISSIONER OF TITLES**

29 January 2021



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 full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the *Corporation Act 2001*.



OFFICE USE ONLY

0395304 SM

24 Apr 2020 08:44:38 Perth



Management Statement

(INSERT NAME OF DOCUMENT)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

**PARAMOUNT SETTLEMENTS
POST OFFICE BOX 378
NORTHBRIDGE WA 6865
PH: 9228 0988
FAX: 9228 0883
LTO BOX 192L PERTH**

PREPARED BY DLA PIPER AUSTRALIA

ADDRESS Level 31, Central Park
152-158 St Georges Terrace
PERTH WA 6000

PHONE No. (08) 6467 6000 FAX No. (08) 6467 6001

REFERENCE No. 363722/2

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Received Items
No.s

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.

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02

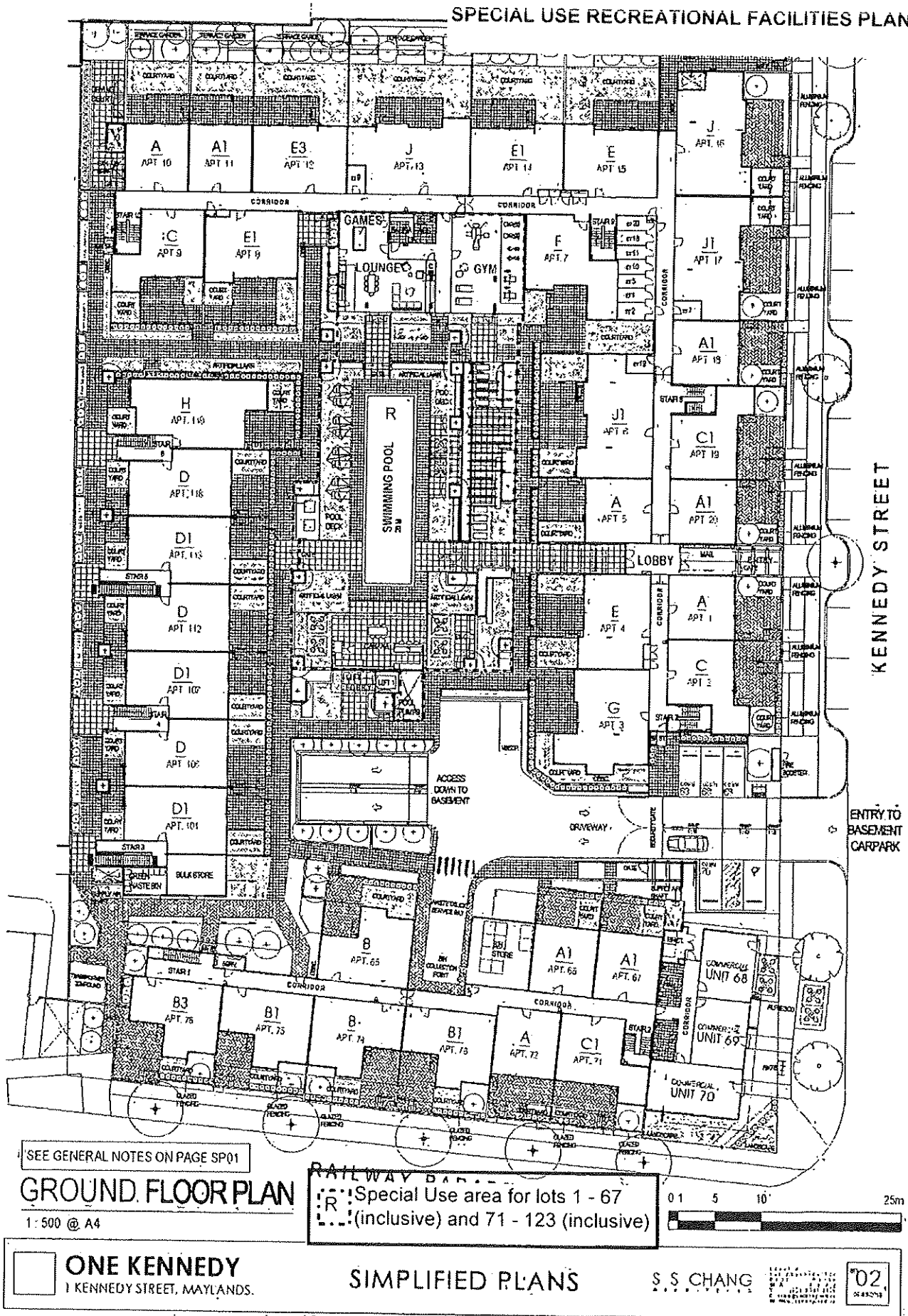
Annexure B - Special Use Commercial Facilities Plan (Schedule 1, By-Law 45)

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SPECIAL USE RECREATIONAL FACILITIES PLAN



Annexure A - Special Use Recreational Facilities Plan (Schedule 1, By-Law 44)

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THE OWNERS OF UNISON ON TENTH STRATA PLAN 67571

ENCUMBRANCE Document & No Easement N250589 created under Section 136C TLA on Deposited Plan 400125 for support purposes

The Common Seal of The Owners of Unison on Tenth Strata Plan 67571 was affixed in the presence of:

Giulia-Maria Lake

Name of Member of Council

[Signature]
Signature of Member of Council

Duncan Harzoman

Name of Member of Council

[Signature]
Signature of Member of Council



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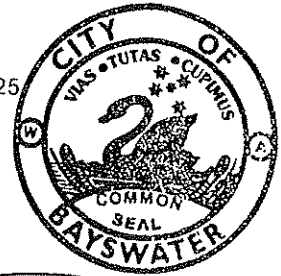
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CITY OF BAYSWATER

Covenant burden created under section 150 P&D Act - see Deposited Plan 400125

The COMMON SEAL of the CITY OF BAYSWATER was affixed by the authority of the Council in the presence of -





Signature of Chief Executive Officer

Andrew Cooper Brien
Full Name of Chief Executive Officer



Signature of Mayor

Daniel Canute Lyle Bue
Full name of Mayor

Witness

-- One Kennedy
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SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

WESTPAC BANKING CORPORATION ACN 007 457 141

ENCUMBRANCE Document & No Mortgage O302284

Executed by WESTPAC BANKING
CORPORATION ABN 33 007 457 141
by being signed in Western Australia
by its Attorney **David Andrew Page**

Under Power of Attorney No. H663334

who declares that they hold the office
in the Bank indicated under their
signature in the presence of


Witness

Fiona Mary Franklin

Client Services Manager

Level 4 - 123 St Georges Terrace, Perth WA 6000

Tier Three Attorney 



DATED THIS24th..... DAY OF April 2020 .

SIGNATURE OF APPLICANT

Executed by 241 Railway Parade Pty Ltd
ACN 165 413 016 as attorney for Ventrade
Maylands Pty Ltd ACN 165 387 897
pursuant to power of attorney dated 11
March 2014 registered number M583843 in
accordance with section 127 of the
Corporations Act 2001

Director/company secretary

EDWARD GUY BANK

Name of director/company secretary
(BLOCK LETTERS)

Director

RONALD KEAN YEW CHAN

Name of director
(BLOCK LETTERS)

(TO BE SIGNED BY EACH APPLICANT)

		accordance with manufacturer's instructions
--	--	--

25. Public Address and Sound Amplification Systems

- 25.1 No Proprietor or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in a Lot or the common property, exclusive use area or in any other place where it may be heard in any other part of the Scheme without the consent of the Council.
- 25.2 A Proprietor of a Commercial Lot may operate a radio or television receiver on their Lot subject to the Proprietor complying with all reasonable restrictions imposed by the Council from time to time in relation to noise restrictions for the Land.

26. Power to Decorate

- 26.1 A Proprietor may, without obtaining the consent of the Strata Company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of its Lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

27. Common Property Damage & Contractor Instructions

- 27.1 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 must bear the full cost of making good such damage.
- 27.2 If the Strata Company expends money to make good the damage to the common property (which has been notified to the relevant proprietor and in relation to which notice the Proprietor is in default under Schedule 1 By-Law 52), the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 27.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person 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 as the Strata Company deems unsatisfactory.

28. Limiting access to parts of common property

- 28.1 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 in respect of any part of the common property not required for access to a Lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors or occupiers of any part of the common property.



Fire isolated stairs	BCA Sections C and D	Annual Inspection
Penetrations in fire-rated and smoke rated structures	BCA C3	Annual Inspection
Mechanical services with fire and smoke control features		3 monthly to AS 1851
OTHER SERVICE/MAINTENANCE TO BE PERFORMED		NATURE AND FREQUENCY
External metal surfaces (including painted or powder coated surfaces)		
<ul style="list-style-type: none"> Roller doors, driveways and pedestrian gates 		To be washed and soft brushed once a month – repainted when required.
<ul style="list-style-type: none"> Roller doors, driveway and pedestrian gates 		To be serviced once every 6 months
Reticulation System		To be checked regularly – important to not overwater, and not to water other than on allocated days for no longer than 15 minutes per station.
Lift	BCA E3	Ensure contractor adheres to service agreement
Roof Gutters and drains		To be cleaned every 3 months
Soak wells		To be inspected every 6 months and emptied when required.
Carpets		Dry-clean communal carpets in lounge areas etc. once every 6 months or more often if required.
Timberwork		To be kept clean and repainted every 3 to 5 years or when required.
Time switches and motion detectors	BCA J6	To be checked on a regular basis to ensure operating as installed to assist with energy efficiency
Plant thermostats		Serviced in accordance with manufacturer's instructions and to be maintained to ensure that they perform as installed to assist with energy efficiency
Water heaters, boosters and circulating pumps		Serviced in accordance with manufacturer's instructions
Swimming pool safety fencing and gates	BCA G1.1	Checked regularly as required by BCA and local government
Carpark mechanical ventilation		To be checked and serviced in

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24. Essential Services to be inspected or tested

- 24.1 Without limiting Schedule 2, By-Law 22, the Strata Company must comply with the Building Code of Australia and in particular, to section 1 in respect of its obligations to maintain the common property including, but not limited to, all equipment and safety systems.
- 24.2 In addition to the general obligations of the Strata Company to repair and maintain the common property, the Strata Company must ensure that the following essential services are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance described below and in accordance with the nature and frequency of inspection or testing described below:

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Fire Detectors and Alarm Systems	BCA E2.2a, AS 1670	Monthly to AS 1851
Fire Hydrants	BCA E1.3, AS 2419.1	6 monthly to AS 1851
Occupant Warning System where installed	BCA E2.2A, AS3786, 1670.1	Monthly to AS 1851
Pump sets and booster connection where installed	BCA E1.3, AS 2419.1	Monthly to AS 1851
Sprinklers, including isolation valves where installed	BCA E1.5, AS 2118, Code of practice for installation of residential life safety sprinkler systems	Monthly to AS 1851
Emergency and Intercommunications Systems Maintenance where installed	BCA E4.9, AS1670.4 & AS4428.1	Monthly to AS 1851
Fire doors (including signs)	BCA C3.4, AS 1905.1	Monthly to AS 1851
Smoke doors	BCA C2.5, D2.6	Monthly to AS 1851
Exit Doors	BCA Section D	6 monthly inspections to confirm exit doors are intact, operational and fitted with conforming hardware.
Paths of travel to exits	BCA Section D	6 monthly inspections to confirm travel paths are intact and annually to AS 1851
Emergency Lighting	BCA E4, AS 2293.1	6 monthly to AS 2293
Exit Signs	BCA E4, AS 2293.1	6 monthly to AS 2293
Fire Extinguishers (portable)	BCA E1.6, AS 2444	6 monthly to AS 1851
Fire Hose Reels	BCA E1.4	6 monthly to AS 1851
Fire indices for materials	BCA C1.10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur

- 22.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Lot or the common property.

23. Alternative Solution

- 23.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 23.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 23.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an alternative solution (**Alternative Solution**) which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of 23.3(1) and 23.3(2).
- 23.4 The Original Proprietor may adopt or be required to adopt Alternative Solutions by the Local Government from time to time.
- 23.5 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.
- 23.6 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 23.
- 23.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 23.
- 23.8 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 23.9 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 23.10 In this By-Law 23, **Claim** means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

20. Prohibition on Smoking

- 20.1 No Proprietor, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of a Commercial Lot, on any balcony or in any courtyard of a Residential Lot or on any common property and further, they must comply with any laws or regulations in relation to smoking in any areas of the Scheme.

21. Rules

- 21.1 The Strata Company may determine, in a general meeting from time to time to withdraw or amend rules for the use, control and management of the common property including:
- (1) affixing of external aerials;
 - (2) parking of vehicles, including restrictions and requirements applicable to the parking of vehicles;
 - (3) fire and emergency exercises;
 - (4) use of lifts, stairways and passageways;
 - (5) rubbish collection; and
 - (6) security of the building and charges relating to the security system and security keys.
- 21.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

22. Fire Protection and Equipment

- 22.1 The Strata Company must:
- (1) adopt, regularly review and put into effect a fire management plan designed to minimise the risk of an outbreak of fire being initiated within the Land, to control and extinguish any outbreak of fire which may occur within the Land and to preserve the safety of people located upon or within the Land; and
 - (2) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the recommendations of DFES from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
 - (a) Fire Protection Equipment – A.S. 1851;
 - (b) Fire Hose Reels - A.S. 1851;
 - (c) Fire Hydrants - A.S. 1851;
 - (d) Pumpset System - A.S. 1851; and
 - (e) Fire Sprinkler System - A.S. 1851.



- 17.5 A Proprietor, occupier or Invitee must not, without the prior written approval of the Strata Company:
- (1) park or stand any Vehicle upon common property, except as permitted by the By-Laws or with the written approval of the Council;
 - (2) park or stand any Vehicle on a part-lot car parking bay lot or common property other than wholly within a car parking bay;
 - (3) park or stand any Vehicle within any visitors car parking bay on common property;
 - (4) park or stand any Vehicle other than a motor car, on a Lot or common property, other than for and in the course of deliveries to the Lot; nor
 - (5) conduct substantial repairs to or restorations of any Vehicle upon common property or allow any inoperable Vehicle to remain on its Lot or on common property.

18. Flammable materials

- 18.1 A Proprietor and occupier must not use or store any inflammable or hazardous 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.

19. Animals

- 19.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Lot without the prior written consent of the Council.
- 19.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.
- 19.3 A Proprietor or occupier granted consent under Schedule 2 sub-bylaw 19.2:
- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
 - (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot;
 - (3) is responsible for the health, hygiene, control and supervision of the animal; and
 - (4) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Proprietors.
- 19.4 The Strata Company may serve a notice on a Proprietor or occupier of a Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 19.5 A Proprietor or occupier that fails to comply with a notice issued under Schedule 2 sub-bylaw 19.4 must immediately remove the animal from the Lot.

15. Signage on Commercial Lots

- 15.1 The Proprietors and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
- (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 41;
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot; and
 - (3) the sign does not contain any offensive material.

16. Signage on Residential Lots

- 16.1 No sign or billboard may be displayed:
- (1) within public view on any portion of a Residential Lot; or
 - (2) on the common property in respect of a Residential Lot.

17. Vehicles

- 17.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Lot car bay or exclusive use car bay, or park or stand a Vehicle on common property except within a bay set aside for the parking of a motor Vehicle.
- 17.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:
- (1) damage from any cause a Vehicle may sustain at any time;
 - (2) the theft of any Vehicle or for the theft of any parts, equipment or contents of any Vehicle however occurring;
 - (3) the theft of any of the goods or belongings of any Proprietor, occupier or Invitee from a Vehicle, whether the theft occurred in a Lot, part Lot or on common property, including any exclusive use car bay; or
 - (4) any injury which any Proprietor, occupier or visitor to the Land may sustain however or wherever occurring.
- 17.3 Each Proprietor will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions, suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Proprietor or any injury to or death of any person caused by that Proprietor using any part of the Land.
- 17.4 A Proprietor or occupier must not drive any Vehicle on any common property access ways in excess of 10 kilometres per hour.



- (1) the removal of lightweight furniture during storms; and
- (2) the removal of planter boxes during storms.

12. Window Treatments

- 12.1 A Proprietor or occupier of a Commercial Lot must not, without the consent of the Strata Company:
- (1) fit any blinds or screens within its Commercial Lot that are visible from outside its lot unless they are of such uniform style and colour as determined by the Strata Company from time to time; or
 - (2) apply any tinting, surface film, reflective or obscure glazing or coloured glass to either the inside or outside surface of any window visible from outside the Lot.
- 12.2 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:
- (1) hang window treatments in any Lot which are visible from the outside of a Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company; or
 - (2) apply any tinting, surface film (including foil), , reflective or obscure glazing or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

13. Floor Loading

- 13.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:
- (1) excessive stress or floor loading to any part of a Lot; or
 - (2) a breach of any restrictive covenant applicable to the Strata Plan.
- 13.2 For the purposes of Schedule 2 sub-bylaw 13.1, the maximum floor loadings are:
- (1) for internal areas of Residential Lots, 1.5kPa live load;
 - (2) for balconies adjacent to Residential Lots, 2kPa live load.; and
 - (3) for a Commercial Lot 4kPa live load.

14. Cleaning Windows

- 14.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.
- 14.2 The Proprietor of a Commercial Lot must, in addition to its obligations in Schedule 2 sub-bylaw 14.1, keep all external glass (whether in windows, doors or otherwise) on the boundary of its Lot clean and serviced at its cost at all times.

- 9.2 Without limiting Schedule 2 sub-bylaw 9.1, or any Schedule 1 By Law, a Proprietor or occupier must not allow any external fixtures such as television antennas (of a non-standard type), radio and other antennas, satellite dishes, external hot water heaters, Air-Conditioning Systems or similar items to be visible from outside their Lot unless the Council has approved the locations for their installation.

10. Floor Coverings

- 10.1 A proprietor must ensure that all floor space within that Proprietor's Lot is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Lots.
- 10.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

11. Balconies and Courtyards

- 11.1 A Proprietor or occupier of a Lot must not:
- (1) use any balcony or courtyard other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
 - (2) place any umbrellas, white goods or other furniture on the balcony or courtyard other than outdoor furniture and built-in furniture (which may include built in whitegoods and/or appliances), except with the prior written approval of the Council taking into account Schedule 2 By-Law 9 and the matters in this Schedule 2 By-Law 11;
 - (3) leave loose objects on the balcony or courtyard and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or courtyard or on internal partitions of the Lot if the balcony doors are left open;
 - (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony or courtyard; nor
 - (5) hang any washing, bedding, clothing or other article on the balcony or courtyard that is visible outside the Lot;
 - (6) install any fencing or security gates which do not comply with Schedule 1, By-Law 38.
- 11.2 A Proprietor or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Proprietor or occupier of the Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony or courtyard of its Lot.
- 11.3 The Proprietors and occupiers of a Lot acknowledge and agree that their use of any balcony or courtyard may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area or courtyard is unoccupied including:

7.3 Proprietors and occupiers must not, without the prior consent of the Strata Company:

- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
- (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
- (3) store any items in or upon the common property;
- (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
- (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

8. Safety and Security

8.1 Proprietors and occupiers must:

- (1) take all reasonable steps to maintain the safety and security of its Lot and the Scheme;
- (2) notify the Council immediately they become aware of any threat to the Scheme;
- (3) comply with all directions of the Council concerning the safety and security of the Scheme; and
- (4) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Proprietor provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Proprietor or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

9. Lot Appearance

- 9.1 A Proprietor or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.



nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be used in the performance of the works during the hours specified in this sub-bylaw 6.2(6);

- (7) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot; and
- (8) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

7. Use of Common Property - Conduct of Proprietors, occupiers and Invitees

7.1 Proprietors and occupiers must:

- (1) 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;
- (2) 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; and
- (3) ensure that they comply, and that their Invitees comply, with the provisions of the By-Laws and the regulations or by-laws of the Local Government or any other relevant authority, and they must do all such things as are reasonably necessary to ensure that the Invitees vacate the Land as soon as possible, if the Invitees fail to comply with any By-Law or regulation.

7.2 Proprietors and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Lot;
- (2) 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;
- (3) permit any child of whom he has control to play upon the common property or use the facilities unless accompanied by an adult exercising effective control;
- (4) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
- (5) make undue noise or allow undue noise to be made in or about any Lot or common property;
- (6) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (7) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

bylaw 5.1 and, in particular, in the absence of an appointed caretaker or cleaning contractor, the Proprietors and occupiers must carry out the duties that would otherwise be performed by the caretaker or cleaning contractor.

- 5.3 To the extent of any inconsistency between this Schedule 2 By-Law and Schedule 1 By-Law 34, then Schedule 1 By-Law 34 will prevail.

6. Alterations to lot

- 6.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Lot before they have:
- (1) obtained all the necessary approvals and permits of the Local Government;
 - (2) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;
 - (3) in addition to section 7 of the Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
 - (4) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
 - (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated work.
- 6.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, a Proprietor must ensure:
- (1) subject to Schedule 2 By-Law 17, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;
 - (2) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
 - (3) that no security door or gate within the scheme remains open while the works are carried out;
 - (4) that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
 - (5) that access to or egress from the Proprietor's Lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
 - (6) that no noxious or offensive activity be carried on upon its Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday



- (a) for the purpose of this Schedule 1 sub-bylaw 36 make rules in respect of any of the Visitor Car Bays;
 - (b) clamp the wheels of any Vehicle parked in any Visitor Car Bays, except where the Vehicle is parked in accordance with this sub-bylaw 3.2; and
 - (c) enter into a private parking agreement with the Local Government in respect of the Visitor Car Bays for the Local Government to enforce the Parking and Parking Facilities Local Law 2004 (and any other applicable law of the Local Government which applies to any private parking agreement) and issue penalties pursuant to the Parking and Parking Facilities Local Law 2004 (and any other applicable law of the Local Government which applies to any private parking agreement) where any Proprietors or occupiers of the Lots fail to comply with this sub-bylaw 3.2.
- (4) The Strata Company may not, without the consent of the Local Government, grant rights of exclusive use or special privilege over any of the Visitor Car Bays to any Proprietor at any time.

4. Maintenance and repairs

- 4.1 A Proprietor must, at its cost:
- (1) carry out all work that may be ordered by any competent public or relevant authority or Local Government in respect of its Lot within the time period specified in the order; and
 - (2) keep its Lot clean and in a state of good repair and free from vermin.
- 4.2 The Strata Company, must at all times, maintain the road verges directly abutting the Scheme in a neat and tidy condition.

5. Refuse, cleaning and waste management

- 5.1 Proprietors and occupiers must:
- (1) maintain within their Lot, or on such part of the common property as may be authorised by Council, a garbage bin in clean and dry condition and adequately covered;
 - (2) ensure that garbage bins are only placed on the verge of the Scheme shortly prior to the scheduled collection times and must be removed as soon as reasonably practicable following collection (and in any event, must not be left on the verge overnight);
 - (3) comply with all By-Laws of the Local Government relating to the disposal of garbage; and
 - (4) not deposit rubbish on common property or on their Lot other than properly wrapped or otherwise sealed and placed in garbage bins provided or approved by the Strata Company, or on any other Lot.
- 5.2 The Strata Company may engage a caretaker or cleaning contractor who shall be responsible for the management, storage, placement and collection of bins within the Scheme and as required under sub-bylaw 5.1(1) and 5.1(2) however, the Proprietors and occupiers acknowledge and agree that they are not released from their obligations in sub-



bylaw 2.19 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme which render it impossible for the Proprietor or occupier to comply with any conditions imposed by the Department.

3. Acknowledgements and Obligations in relation to Car Bays and Visitor Car Bays

3.1 Use of Car Bays

- (1) No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any person, company or corporation who is not a Proprietor or occupier of a Lot within the Scheme except as provided for in sub-bylaw 3.1(2).
- (2) A Proprietor of a Commercial Lot may permit the use of car bays forming part of its Lot to customers of the Commercial Lot during operating hours of the Commercial Lot on a non-exclusive basis.
- (3) A Proprietor is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.
- (4) A Proprietor or occupier may not, without the consent of the Strata Company, erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use, nor use the car bay as a storage area.
- (5) Each Proprietor consents to the Strata Company attending to such works to the car bays and any other parts of the common property to ensure they remain appropriately marked or signed at all times, including:
 - (a) any painting and line marking; and
 - (b) any signage including directional signage.
- (6) If a Proprietor or occupier fails to comply with its obligations in either of sub-bylaws 3.1(3) or 3.1(4), the Strata Company is authorised, upon notice to the Proprietor or occupier (and subject to the Proprietor or occupier being given a reasonable opportunity to remedy the failure or default), to enter upon the car bay for the purposes of cleaning the car bay or removing any structure or offending item, the costs of which will be payable by the relevant Proprietor or occupier.

3.2 Management and use of Visitor Car Parking Bays

- (1) The Strata Company must ensure that the Visitor Car Bays are appropriately marked or signed with the words "Visitor Parking Only" at all times and are readily accessible to visitors at all time.
- (2) The Proprietors and occupiers of the Lots acknowledge and agree that they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Bays at any time.
- (3) The Strata Company may:

right granted to the Proprietor of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots); or

- (2) the first successor in title to the Original Proprietor to the Commercial Lots (**Original Purchaser**) acquires the Commercial Lot and the Original Purchaser or any tenant, licensee or concessionaire of the Original Purchaser proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including any areas which are the subject of an exclusive use right granted to the Proprietor of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots),

then subject to the Original Proprietor or the Original Purchaser obtaining any necessary statutory approvals in respect of the proposed works, the Original Proprietor or the Original Purchaser may proceed with any fitout works to the Commercial Lots, including any areas which are the subject of an exclusive use right granted to the Proprietor of any Commercial Lots without having to obtain any consent or approval from the Council.

- 2.16 Unless sub-by-law 2.15 applies, without limiting Schedule 2, By-Law 6, before the commencement of any works in the nature of a "fit out" requiring structural alterations or additions intended to make a lot suitable for occupation, or re-occupation of a lot, a Proprietor and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works from the Local Government and any other relevant authority, submit an application to and receive approval of that application for those works from the Council to those works, which application will be considered by the Council having regard to the terms and conditions set out in these By-Laws, including without limitation Schedule 2, By-Law 9.
- 2.17 In considering an application pursuant to sub-by-law 2.16, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a relevant engineer in regard to any aspect of the compatibility of the proposal with the Services.
- 2.18 A Proprietor and occupier of a Commercial Lot must, in relation to the lot and the Scheme as a whole:
 - (1) effect and maintain with insurers approved under the *Insurance Act 1973* (Cth):
 - (a) adequate business insurance; and
 - (b) public risk insurance with an amount insured of at least \$50,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) must not permit their contractors to carry out any works in relation to the Commercial Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.
- 2.19 Subject to the approval of the Local Government and any other relevant authority in relation to the proposed use of the Commercial Lot, the Proprietor or occupier of a Commercial Lot shall have the right to make an application to the Department of Racing, Gaming and Liquor (the **Department**) for the issue of a liquor licence in respect of the Commercial Lot. The Proprietor or occupier of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Proprietor or occupier who makes an application pursuant to this sub-



- (2) to the extent caused, or necessitated, by the actions of the relevant Proprietor or occupier, be liable for the cost of:
 - (a) repairing any damage to the electrical system;
 - (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and
 - (c) if necessary, disconnecting the Proprietors' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and
 - (3) not install or permit to be installed an Air-Conditioning System on any balcony or courtyard forming part of the Commercial Lot.
- 2.12 The Proprietor and occupier of a Commercial Lot must:
- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
 - (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
 - (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
 - (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.
- 2.13 The Proprietor and occupier of a Commercial Lot must not use reflective or obscure glazing on the ground floor windows and openings of a Commercial Lot.
- 2.14 The Proprietor and occupier of a Commercial Lot, where part of the Commercial Lot includes a courtyard may subject to complying with this By Law 2:
- (1) place tables and chairs in the courtyard area of the Commercial Lot where the use of tables and chairs is ancillary to the conduct of any business from the Commercial Lot;
 - (2) place umbrellas within in the courtyard area of the Commercial Lot provided those umbrellas do not exceed 2 metres in height; and
 - (3) play music, or permit music to be played so that it is audible within the courtyard of a Commercial Lot provided that the music must not be audible from within the confines of any internal space of any Lot (other than the Commercial Lot from where the music emanates).
- 2.15 If, after the date of registration of the Strata Plan any Commercial Lots, including any areas which are the subject of an exclusive or special use right granted to the Proprietor of any Commercial Lots have not been fitted out for trading use by the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor and:
- (1) the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including any areas which are the subject of an exclusive use



- (6) cause all rubbish and recycling materials accumulated in the Commercial Lot to be placed daily in the bulk rubbish containers provided by the Strata Company and situated on the Land in an area set aside for that purpose or otherwise in accordance with the arrangements made by the Proprietor and occupier of a Commercial Lot in accordance with sub-bylaw 2.8; and
 - (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receival receptacle or anywhere else on the common property.
- 2.7 If a Proprietor has the exclusive benefit of any grease trap servicing the Lot (as part of the Fixtures and Fittings), if the Proprietor fails to maintain the grease trap as required by By-Law 40, the Strata Company may arrange for the grease trap servicing the relevant Lot to be maintained in good condition, including emptying, cleaning, repairing and replacing the grease traps from time to time as may be required. The Strata Company may recover the costs of exercising its rights under this sub-bylaw 2.7 from the Proprietors of the relevant Lots from time to time (which costs may be recovered from the Proprietors as if such costs were a contribution levied pursuant to section 36(1) of the Act).
- 2.8 The Strata Company may require the Proprietor and occupier of a Commercial Lot to:
- (1) not utilise the rubbish containers and waste management areas reserved for waste disposal where any waste generated from the Proprietor and occupier constitutes bulk waste or refuse, or excessively large quantities of waste and refuse;
 - (2) place any bulk waste or refuse, or excessively large quantities of waste and refuse in parts of the common areas designated by the Strata Company for the storage of bulk waste or refuse, or excessively large quantities of waste and refuse; and
 - (3) make its own arrangements at the Proprietor and occupier's sole cost, for collection and disposal of bulk waste or refuse, or excessively large quantities of waste and refuse.
- 2.9 The Proprietor and occupier of a Commercial Lot must not allow the loading or unloading of Vehicles to interfere with the parking of Vehicles in the car park by any other Proprietor, occupier or person entitled to the use of the car bays.
- 2.10 The Proprietor and occupier of a Commercial Lot must:
- (1) not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were respectively designed or installed;
 - (2) not place in any of the facilities referred to in sub-bylaw 2.10(1) rubbish, chemicals, contaminated material and any other substances that they are not designed to receive or that would infringe health or environmental regulations;
 - (3) at their cost, repair any damage caused to any of those facilities by breach of this By-Law.
- 2.11 The Proprietor and occupier of a Commercial Lot must:
- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;

- (a) the use and occupation of a Commercial Lot for the use intended by the Proprietor and occupier;
- (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Proprietor and occupier's employees and other persons working in or entering the Commercial Lot;
- (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
- (d) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and
- (e) the provision of fire fighting equipment,

and must comply with the notices or requirements of all relevant authorities regarding the matters in this sub-bylaw 2.3(4).

- 2.4 The Proprietor or occupier of a Commercial Lot must not use or allow a Commercial Lot, plant or machinery or fixtures or fittings on it to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) as sleeping quarters or as residence;
 - (3) for the keeping of any animal;
 - (4) for an auction or public meeting;
 - (5) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 2.5 The Proprietor and occupier of a Commercial Lot must not bring into store or use in their Commercial Lot any inflammable, dangerous or explosive substances (for example, acetylene, industrial alcohol, burning fluids) unless such substances are needed for the proper conduct of the business upon the lot and the substances are stored and used only whilst taking all necessary safety precautions and in compliance with all statutes and regulations relating to such substances.
- 2.6 The Proprietor and occupier of a Commercial Lot must keep the Commercial Lot clean and in good condition, and must:
- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
 - (2) maintain both the internal and external surfaces of the windows in a clean condition;
 - (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
 - (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
 - (5) where necessary provide a sanitary hygiene service to the female toilets.



constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement:

- (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this sub-bylaw 1.6(4).

1.7 A Proprietor and occupier of a Residential Lot must, in relation to the lot and the Scheme as a whole:

- (1) effect and maintain with insurers approved under the *Insurance Act 1973* (Cth):
 - (a) adequate contents insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
- (2) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (3) not permit any contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

2. Use of Commercial Lots

2.1 If there is any conflict between this Schedule 2, By-Law 2 and any other By-Law, then this By-Law shall prevail. For the avoidance of doubt a Commercial Lot includes any alfresco areas forming part of the Commercial Lot.

2.2 The Proprietor or occupier of a Commercial Lot may only use the Commercial Lot for a purpose approved by the Local Government from time to time.

2.3 The Proprietor and occupier of a Commercial Lot must:

- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
- (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
- (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Proprietor and occupier will provide copies of all these approvals, consents and licences upon demand by the Council;
- (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:

Schedule 2 By-Laws (Conduct By-Laws)

1. Use of Residential Lots

- 1.1 A Proprietor of a residential Lot may only use its Residential Lot as a residence.
- 1.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to section 42(15) of the Act and Schedule 2, By-Law 19;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 1.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 1.4 Despite sub-bylaw 1.1, a Proprietor of a Residential Lot may:
- (1) conduct business from the Residential Lot so long as:
 - (a) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
 - (b) the conduct of the business does not breach any Local Government by-law or regulation;
 - (c) the conduct of the business does not cause any inconvenience to the other Proprietors or occupiers of the Residential Lots; and
 - (d) the business does not involve the manufacture, storage or selling of goods.
- 1.5 Despite sub-bylaws 1.1 and 1.4(1)(a), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 1.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
- (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will



(b) NBN Co may sub-licence the use of the Pathways or transfer its exclusive licence to a Supplier of Network Infrastructure in its discretion.

(2) The Strata Company agrees that it will, at the request of the Original Proprietor or NBN Co, either take an assignment of any existing licence granted to NBN Co in respect of the Pathways, or grant an exclusive licence direct to NBN Co in respect of the use of the Pathways.

55.3 Telecommunications Act

(1) The Strata Company acknowledges and agrees that the Original Proprietor has entered into the Developer Agreement.

(2) The Strata Company agrees to comply with the Developer Agreement as follows:

(a) the Strata Company must give any reasonable assistance which NBN Co or the Supplier requires in issuing notices under schedule 3 of the Telecommunications Act and the Telecommunications Code of Practice 1997;

(b) the Strata Company agrees in accordance with clause 17(5), 18(3) and 19(2) of schedule 3 of the Telecommunications Act to waive its right to be given notice under clause 17(1), 18(1) or 19(1) of schedule 3 of the Telecommunications Act in relation to the exercise by NBN Co or the Supplier of its power to inspect land, to install a low impact facility within the meaning of the Telecommunications (Low Impact Facilities) Determination 1997 or to maintain a facility; and

(c) the Strata Company acknowledges and agrees that by waiving its right to receive a notice under clause 17(5), 18(3) or 19(2) of schedule 3 of the Telecommunications Act it is also waiving any right, including without limitation any right conferred by clause 4.30 of the Telecommunications Code of Practice 1997, to object to the activities that are the subject of the notice.



- (1) **Developer Agreement** means a developer agreement entered into between the Owner and NBN Co in relation to the installation of Network Infrastructure on the Land for the purposes of connecting the Strata Scheme to the NBN;
- (2) **Horizontal MDU Works** means the Pit and Pipe Works in respect of a multi-dwelling unit and/or a multi-premises site, as specified in the NBN Co Specifications (Building Design Guide - New Developments);
- (3) **NBN** means the National Broadband Network;
- (4) **NBN Co** means NBN Co Limited ABN 86 136 533 741;
- (5) **Network Infrastructure** means the physical infrastructure of the high speed broadband fibre optic network to be installed by or on behalf of NBN Co on the Land including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing, active and passive equipment and distribution infrastructure, but not including the Works, lead-in conduits, network termination units, power supply units and related cables;
- (6) **Pathways** means the conduit on the Land (whether located on the common property or otherwise), in or which only NBN Co's fibre is to be installed;
- (7) **Pathway Works** means the physical infrastructure and spatial requirements, including all Pathways, conduits, cable trays, ducts, risers, cabinets, communications rooms, lead-in conduits and any other materials, to be designed and constructed by the Supplier necessary to properly service the Scheme and to properly service all the Lots with the Network Infrastructure. The Pathway Works form part of the overall construction works of the Scheme;
- (8) **Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials, to be designed and constructed by, or on behalf of, the Original Proprietor under the Developer Agreement that are necessary to properly service the Network Infrastructure;
- (9) **Supplier** means any contractor, subcontractor, consultant or agent of NBN Co engaged to carry out the design, construction and/ or installation of Network Infrastructure for the NBN network;
- (10) **Telecommunications Act** means the *Telecommunications Act 1997* (Cth) and
- (11) **Works** means:
 - (a) the Pit and Pipe Works;
 - (b) the Pathway Works; and
 - (c) the Horizontal MDU Works.

55.2 Exclusive use of Pathways

- (1) The Strata Company acknowledges and agrees that:
 - (a) the Original Proprietor has granted, or intends to grant, to NBN Co an exclusive licence to use of the Pathways for the period of time that NBN Co supplies Network Infrastructure to the Scheme; and

- (5) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**),

then the Council is empowered to:

- (6) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (7) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

53.3 For the purposes of this By-Law, "legal proceedings" includes (but is not limited to):

- (1) the issuing of a notice alleging a breach of the Act or By-Laws that could lead to an application to the State Administrative Tribunal or any Court;
- (2) an application to the State Administrative Tribunal for relief under the Act;
- (3) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (4) a claim in any Court for the recovery of any contribution or other amount levied on the Proprietor; and
- (5) any other proceedings in any court.

53.4 For the purposes of this By-Law, "costs" includes (but is not limited to):

- (1) Strata Manager's costs;
- (2) debt recovery agent's costs;
- (3) costs of any employees of and contractors to the Strata Company preparing for or being involved in the legal proceedings;
- (4) costs of any consultants and experts; and
- (5) legal costs and disbursements on a solicitor/own-client indemnity basis.

54. Insurance

- 54.1 In addition to any other rights of the Strata Company as set out in Part IV, Division 4 of the Act, the Proprietors acknowledge and agree that, where an insurance claim is made on or in relation to a policy of insurance held by the Strata Company which relates directly to one or more Lots, the relevant Proprietor or Proprietors of the Lot or Lots shall be liable to pay to the Strata Company, on demand, an amount equal to the excess payable to the relevant insurer in respect of the claim.

55. National Broadband Network

- 55.1 In this By-Law 55:



as the Council shall reasonably determine.

50. Strata Manager

- 50.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 50.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager:
- (1) has in place current professional indemnity insurance; and
 - (2) is a member of the Strata Community Australia (WA) Inc.
- 50.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

51. Penalty for breach of By-Laws

- 51.1 Subject to Section 42A of the Act, the penalty for breaching any of the Schedule 1 By-Laws or any of the Schedule 2 By-Law shall be \$500 or such other amount as may from time to time be prescribed by the Act.

52. Default

- 52.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 15 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

53. Costs of legal proceedings

- 53.1 This By-Law takes effect subject to sections 81(11) and 111 of the Act.
- 53.2 If:
- (1) a Proprietor institutes legal proceedings against the Strata Company or legal proceedings in which the Strata Company becomes involved; or
 - (2) the Strata Company institutes legal proceedings against a Proprietor or legal proceedings in which a Proprietor becomes involved as a party with an adverse interest,
- and:
- (3) that Proprietor is not successful in those legal proceedings;
 - (4) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and



- 48.6 The Strata Company must lodge every sum received under this By-Law to the credit of an interest bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Proprietor or occupier who made the payment.
- 48.7 If the Proprietor or occupier in respect of which a sub meter is used for the supply of utilities refuses or fails to pay any charges due for the supply to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
- (1) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier a security under sub-bylaw 48.5, including any interest that may have accrued in respect of that account; and
 - (2) issue the Proprietor or occupier with:
 - (a) a payment reminder notice (**Reminder Notice**) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
 - (b) failing compliance with a Reminder Notice, a disconnection notice (**Disconnection Notice**) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (3) disconnect the supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
 - (4) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to Schedule 2 sub-bylaw 48.3.
- 48.8 A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.
- 48.9 A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this By-Law 48.
- 48.10 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are no longer the Proprietor or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of electricity to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

49. Conditions of Approval

- 49.1 When the consent of the Strata Company is required, the consent:
- (1) may be withheld;
 - (2) may be given on conditions; and
 - (3) may be withdrawn,

47. Administrative Expense Contributions Varied

- 47.1 Pursuant to section 36(1), the Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.
- 47.2 In accordance with the provisions of Section 42B, if an item of administrative expense is specifically related to:
- (1) only the Residential Lots; or
 - (2) only the Commercial Lots; or
 - (3) to an area of the common property over which rights of special or exclusive use have been granted; or
 - (4) to any particular Lot or Lots within the Scheme;
- the cost of that expense shall wherever practicable be borne by the Proprietors of the relevant Lot or Lots, or the grantee of the special or exclusive use, to which that item of expense specifically relates.
- 47.3 The proportions by which costs referred to in sub-bylaw 47.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Proprietors as to the method of allocation.
- 47.4 An allocation of cost pursuant to sub-bylaw 47.3 may, but need not bear any relationship to the unit entitlement of any or all of the Lots.
- 47.5 All other costs not otherwise allocated in accordance with sub-bylaw 47.2 for the administrative fund must be shared by all the Proprietors in accordance with unit entitlement.

48. Power of Strata Company regarding Sub meters

- 48.1 Where the supply of utility to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage of utility by each Lot and may engage the services of a third party for this purpose.
- 48.2 The Strata Company may recover the costs of the supply attributable to each Lot, such costs to be determined by the Council from time to time.
- 48.3 In the case of electricity, the Council may determine the costs of recovery but these must be no higher than the actual cost recovery or the Synergy retail tariff.
- 48.4 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 48.2 as a levy against the relevant Proprietor and the Proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 48.3 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- 48.5 The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 48.7, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.

- (9) a maximum number (as prescribed by the Council) of guests or visitors of a Proprietor, occupier or other resident of a Lot are permitted to use prescribed areas of the Recreational Facilities at any one time;
- (10) all users use the Recreational Facilities at their own risk and must be responsible for their own safety.

45. Special Use of Commercial Facilities

- 45.1 The Proprietors of the Commercial Lots shall be entitled to the special privilege, use and enjoyment of the Commercial Facilities to the exclusion at all times of the Proprietors of the Residential Lots.
- 45.2 The Proprietors of the Commercial Lots accept the grant, and the Proprietors of the Residential Lots consent to the granting to the Proprietors of the Commercial Lots, of the special privilege and use of the Commercial Facilities as provided for in sub-bylaw 45.1.
- 45.3 The Council may make rules regarding the use of the Commercial Facilities from time to time.
- 45.4 The Proprietors and occupiers of the Commercial Lots, including their tenants, visitors and invitees, must:
 - (1) use the Commercial Facilities only for their intended purposes.
 - (2) at all times comply with the rules made from time to time by the Council in relation to the Commercial Facilities.

Part 5 – Miscellaneous Rights and Obligations of the Strata Company

46. Payments and notifications

- 46.1 A Proprietor must:
 - (1) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
 - (2) within 14 days after becoming a Proprietor, give Council written notice of an address of the Proprietor within Western Australia and an email address for service of notices and other documents under the Act; and
 - (3) if required by Council, notify Council of any mortgage or other dealing in connection with its Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.
- 46.2 In addition to any other form of service authorised by the Act, the Proprietors acknowledge and agree that, unless otherwise specified in these By-Laws or the Act, a notice required to be served on the Proprietor under these By-Laws or the Act may be properly served on a Proprietor by way of email sent to the email address of the Proprietor notified under Schedule 1 sub-bylaw 46.1 or as may be updated from time to time. A notice sent by email shall be deemed to have been received by the Proprietor on the date that it is sent to it unless the sender receives a delivery failure notification.

- (2) the exclusive use of the common property cubic space occupied by such Signs;
and
- (3) the special privilege of installing and keeping Signs on the balconies of Lots
advertising those Lots for sale or lease.

44. Special Use of Recreational Facilities

- 44.1 The Proprietors of the Residential Lots shall be entitled to the special privilege, use and enjoyment of the Recreational Facilities to the exclusion at all times of the Proprietors of the Commercial Lots.
- 44.2 The Proprietors of the Residential Lots accept the grant, and the Proprietors of the Commercial Lots consent to the granting to the Proprietors of the Residential Lots, of the special privilege and use of the Recreational Facilities as provided for in sub-bylaw 44.1.
- 44.3 The Council may make rules regarding the use of the Recreational Facilities from time to time.
- 44.4 The Proprietors and occupiers of the Residential Lots, including their tenants, visitors and invitees, must:
 - (1) use the Recreational Facilities only for their intended purposes.
 - (2) at all times comply with the rules made from time to time by the Council in relation to the Recreational Facilities.
- 44.5 The rules made by the Council in relation to the use of the Recreational Facilities may include the following rules:
 - (1) the Recreational Facilities (or prescribed parts of them) may only be used between the hours prescribed by the Strata Company from time to time;
 - (2) a guest or visitor of a Proprietor or occupier of a Lot may only use prescribed areas of the Recreational Facilities provided that they are accompanied by that Proprietor, occupier or other resident;
 - (3) children under the age of 16 years may use prescribed areas of the Recreational Facilities only if accompanied and supervised by an adult;
 - (4) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Recreational Facilities except in areas designated by the Council from time to time as specifically designed for eating and drinking;
 - (5) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
 - (6) gymnasium and swimming pool equipment may only be used for their intended purpose and must not be interfered with;
 - (7) all users must be appropriately attired whilst using the Recreational Facilities and nude bathing is not permitted at any time;
 - (8) all users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse;

- (2) is not obliged to permit the installation of any item or improvement.

42.5 Each Proprietor granted rights by Schedule 1 By-Law 39, 40 and 41 must:

- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
- (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
- (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
- (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
- (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
- (6) at the Proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
- (7) not assign sub-lease or in any other way grant any such rights to any other person;
- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
- (9) on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
- (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
- (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in sub-bylaw 42.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

42.6 If a Proprietor fails to comply with sub-bylaw 42.5(7), (9) or (10), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the Act.

43. Exclusive use of Common Property - Signs by Original Proprietor

43.1 In addition to the rights of the Original Proprietor under any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:

- (1) the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease;

- (1) if the Proprietor is the Original Proprietor, or is the Proprietor of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 41; or
 - (2) licence the use of the Signage Area to a person or corporation that is the Proprietor or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 41. A licence granted in accordance with this sub-law 41.2(2) may not be assigned or sublicensed to any party other than a Proprietor of a Commercial Lot.
- 41.3 Any Sign installed in the Signage Area must:
- (1) be approved in writing by the Council; and
 - (2) be in compliance with:
 - (a) any conditions specified by any approval of the Council and the Local Government or any other relevant authority; and
 - (b) any signage strategy for the Scheme put in place by the Council from time to time.
- 41.4 A Proprietor granted exclusive use of the Signage Area must maintain the Signage Area in accordance with section 35(1)(c) of the Act.
- 41.5 This Schedule 1 By-Law 41 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

42. Exclusive Use of Common Property: Conditions of Grant of Rights

- 42.1 In this By-Law 42, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 39, 40 and 41 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 42.2 A Proprietor who applies to the Council for the permission referred to in sub-by-law 42.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.
- 42.3 Subject to sub-by-law 42.4, the permission of the Council referred to in sub-by-law 42.1:
- (1) must be in writing;
 - (2) may be subject to such conditions as the Council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
 - (3) may be withdrawn, as the Council may from time to time reasonably determine.
- 42.4 The Council:
- (1) must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land; and



Part 4 – Grants of Exclusive Use and Special Use

39. Exclusive Use of Common Property: Air-conditioning

- 39.1 Subject to compliance with By-Law 42, each Proprietor shall have, in relation to its Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Lot.
- 39.2 A Proprietor referred to in sub-bylaw 39.1 must not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.
- 39.3 Each Proprietor referred to in sub-bylaw 39.1 must:
- (1) maintain the common property occupied by the Air-Conditioning System in accordance with section 35(1)(c);
 - (2) maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and
 - (3) not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

40. Exclusive Use of Common Property: Fixtures and Fittings

- 40.1 Subject to compliance with By-Law 42, each Proprietor shall have in relation to its Lot:
- (1) the special privilege of installing and keeping the Fixtures and Fittings on common property; and
 - (2) the exclusive use of the common property consisting of the Fixtures and Fittings and the cubic space occupied by them.
- 40.2 Each Proprietor must:
- (1) maintain the common property occupied by the Fixtures and Fittings in accordance with section 35(1)(c) of the Act;
 - (2) maintain in proper working order any Fixtures and Fittings installed within or for the benefit of their Lot; and
 - (3) not replace or make any changes to or the positioning of any such Fixtures or Fittings without the written consent of the Council.

41. Exclusive Use of Common Property: Signage Rights

- 41.1 In this By-Law, **Signage Area** means any portion of the common property cubic space on the external façade of the buildings set aside by the Strata Company for the installation of a Sign from time to time.
- 41.2 If, at any time, a Proprietor is granted the exclusive use of the Signage Area, that Proprietor may

exclusively for use as car parking for visitors to Proprietors and occupiers of the Residential Lots (Visitor Car Bays).

- 36.2 The Strata Company, Proprietors and occupiers must comply with Schedule 2, By-Law 3.2 in relation to the management and use of the Visitor Car Bays.
- 36.3 This By-Law 36 may not be amended, added to or repealed without the prior written approval of the Local Government.

37. Preservation of Theme of Development

- 37.1 A Proprietor or occupier of a Lot must not alter, modify, erect or carry out any works to the Facades of their Lot or to any other Lot, including changing the external colour scheme of the Lot, without the prior written approval of the Strata Company.
- 37.2 A Proprietor or occupier of a Residential Lot:
 - (1) may not install or permit to be installed an Air-Conditioning System on any balcony or courtyard forming part of the Residential Lot or on any part of the common property in addition to any Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (Existing Air-Conditioning System); and
 - (2) may not alter or tamper with the Existing Air-Conditioning System.
- 37.3 A Proprietor or occupier of a Residential Lot that has an Existing Air-Conditioning System on any balcony or courtyard forming part of the Residential Lot as at the date of registration of the Scheme may upgrade or replace an Existing Air-Conditioning System from time to time with the consent of the Strata Company provided the replacement Air-Conditioning System is located in the same position and remains screened from view from outside the Residential Lot, and is generally the same size and configuration, as the Existing Air-Conditioning System.
- 37.4 A Proprietor of a Commercial Lot must ensure that the windows, doors and adjacent areas of the Commercial Lots fronting Railway Parade and Kennedy Street maintain an active and interactive relationship with these streets, to the satisfaction of the Local Government.

38. Fencing and Security Gates

- 38.1 The Strata Company and each Proprietor acknowledges and agrees that all fencing and security gates, whether forming part of the common property or part of a Lot is required to be a minimum of 50% "visually permeable" in accordance with the Western Australia Residential Design Codes and to the satisfaction of the Local Government.
- 38.2 The Strata Company must not erect, and must not permit any Proprietor or occupier of any Lot to erect, any fencing or security gates on the common property or any part of a Lot that is inconsistent with the requirements set out in sub-by-law 38.1.
- 38.3 Without limiting any other obligations under these By-laws, a Proprietor or occupier of any Lot must not erect any fencing, security gates or otherwise on the common property or any part of its Lot that is inconsistent with the requirements set out in sub-by-law 38.1 and must immediately, upon notice from the Strata Company, remove any fencing or security gate that is erected in contravention of this By-Law 38.



- 33.3 If the Original Proprietor is required to enter into and comply with the Public Artwork Agreement, then the Strata Company:
- (1) must comply, at its cost with, the terms of any Public Artwork Agreement entered into by the Original Proprietor (including but not limited to the ongoing maintenance and upkeep of the Public Artwork) and, if required by the Original Proprietor, the Local Government and / or the artist, enter into a deed of assignment in respect of any Public Artwork Agreement, or enter into a replacement Public Artwork Agreement direct with the Local Government and / or the artist;
 - (2) must comply with any other requirements imposed from time to time by the Local Government in respect of the Public Artwork; and
 - (3) must otherwise comply with the directions of the Local Government in relation to the Public Artwork and the Public Artwork Agreement.
- 33.4 This By-Law 33 may not be amended, added to or repealed without the prior written approval of the Local Government.

34. Refuse and Recycling Management

- 34.1 The Proprietors acknowledge and agree that the Original Proprietor has prepared and is required to implement the Refuse and Recycling Management Plan.
- 34.2 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Refuse and Recycling Management Plan; and
 - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Refuse and Recycling Management Plan.
- 34.3 This By-Law 34 may not be amended, added to or repealed without the prior written approval of the Local Government.

35. Landscaping Plan

- 35.1 The Proprietors acknowledge and agree that the Original Proprietor has prepared and is required to implement the Landscaping Plan.
- 35.2 The Strata Company must, at its cost, implement, maintain and comply with:
- (1) the Landscaping Plan; and
 - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Landscaping Plan.
- 35.3 This By-Law 35 may not be amended, added to or repealed without the prior written approval of the Local Government.

36. Visitor Car Parking Bays

- 36.1 The Strata Company must, and the Proprietors and occupiers of all Lots acknowledge and agree that the Strata Company must set aside 27 car bays on the Common Property



Part 3 – Theme of Development

32. Mixed Use Development

32.1 All Proprietors acknowledge that:

- (1) the strata Scheme is a residential / commercial development and may not be used for activities unrelated to the approved use;
- (2) the quiet enjoyment of the Scheme and the Lots may be impacted on by:
 - (a) noise associated with a mixed use development;
 - (b) noise, traffic, car parking and other impacts associated with nearby sporting, entertainment, commercial and non-residential activities; and
 - (c) the proximity of the Scheme and the Lots to the railway line; and
- (3) the quiet enjoyment of the Scheme and the Lots may also be impacted on by:
 - (a) noise from trains, railway crossings and associated audible signals; and
 - (b) noise, traffic, car parking and other impacts associated with nearby non-residential activity;
- (4) restrictions have been placed, and further restrictions may be placed, on the Scheme by the Local Government; and
- (5) where the By-Laws include restrictions imposed by the Local Government, the prior approval of the Local Government is required before the relevant By-Laws can be changed, amended or repealed.

33. Public Artwork

33.1 The Proprietors acknowledge and agree that:

- (1) the Scheme includes, or may include, one or more pieces of public art installed, or to be installed, by the Original Proprietor at the direction of the Local Government pursuant to the Local Government's Public Art Policy (**Public Artwork**); and
- (2) any Public Artwork installed by or at the request of the Original Proprietor shall be the subject of an agreement between the artist and the Original Proprietor in relation to, amongst other things, the ongoing maintenance of the Public Artwork to a safe and aesthetic standard and the relocation and removal of the Public Artwork (**Public Artwork Agreement**).

33.2 The Proprietors acknowledge and agree that the Original Proprietor may be required to enter into and comply with the Public Artwork Agreement if the Scheme includes Public Artwork.

28. Restrictions on moving or seconding a motion

- 28.1 A person is not entitled to move or second a motion at a general meeting unless the person is entitled to vote on the motion.

29. Entitlement to vote

- 29.1 Subject to sub-bylaw 29.2 and to the Act, all Proprietors are entitled to vote at a general meeting.
- 29.2 If a person entitled to vote at a general meeting has not paid in full all money recoverable to the Strata Company in respect of that Lot before the meeting starts, that person is not entitled to:
- (1) vote at the meeting on an ordinary resolution or a special resolution but may vote on a motion which is sought to be passed as a unanimous resolution or a resolution without dissent;
 - (2) be nominated as a candidate for election to the Council; or
 - (3) nominate any person, including themselves, as a candidate for election to the Council.

30. Voting by proxy

- 30.1 Any person entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy holder to vote on their behalf at that meeting.
- 30.2 A proxy instrument must be in writing under the hand of the appointor or their attorney and may be either for a particular general meeting or for all general meetings.
- 30.3 A proxy holder need not be a Proprietor.
- 30.4 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 as do not vote personally or by an individual proxy holder.
- 30.5 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 and the appointee may be one of them.
- 30.6 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.

31. Common Seal

- 31.1 Unless, in any particular case, otherwise directed by the Strata Company, the common seal of the Strata Company may only be used with the Council's authority at a Council meeting and in the presence of at least 2 members of the Council, who must sign every instrument to which the seal is affixed, unless there is only one member of the Council, in which case, the signature of that councillor alone shall be sufficient.

26. Adjournment of a general meeting

- 26.1 If a quorum is not present within 30 minutes after the time appointed for a general meeting, the persons entitled to vote and who are present at the meeting will constitute a quorum to enable the meeting to proceed to business.
- 26.2 The chairman may, with the consent of a general meeting, adjourn a meeting from time to time and from place to place.
- 26.3 No business may be transacted at a general meeting which is adjourned other than the business left unfinished at the meeting from which the adjournment took place.

27. Voting at a general meeting

- 27.1 Subject to sub-bylaw 27.2, a motion may be passed at a general meeting by a simple majority vote.
- 27.2 If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the quorum and voting requirements of section 3C(1) must be complied with in respect of that motion.
- 27.3 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 and must be seconded by a Proprietor or proxy of a Proprietor entitled to vote on the motion.
- 27.4 All motions at a general meeting are to be determined on a show of hands, unless 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 27.6, save that any requirements of the Act in relation to the unanimous resolutions, resolutions without dissent and special resolution must be complied with.
- 27.5 On a show of hands, each person entitled to vote has one vote for each Lot owned by that person.
- 27.6 On a poll, each person entitled to vote has one vote for each unit entitlement allocated to the Lot in respect of which they are voting.
- 27.7 Subject to the requirements of voting under section 3C(1)(c) 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 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 27.4.
- 27.8 If a poll is duly demanded, it must be taken immediately in any manner the chairman thinks fit and the chairman must declare the result of the poll.
- 27.9 A demand for a poll may be withdrawn before the result of the poll is declared and if withdrawn any steps taken in relation to the poll must be cancelled and of no effect.
- 27.10 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.
- 27.11 The chairman has a deliberative vote if they are otherwise entitled to vote, but does not have a casting vote.

- (2) that specifies the place, date and hour of the meeting;
 - (3) that, in the case of any proposal to vote on an unanimous resolution, a resolution without dissent or a special resolution, incorporates a copy of the proposed resolution; and
 - (4) that provides a statement of the general nature of any other items of business proposed to be determined at the meeting.
- 23.3 Accidental omission to give a notice of general meeting to anyone entitled to receive it will not invalidate any proceedings at the meeting.

24. Quorum for a general meeting

- 24.1 Except as otherwise provided in these By-Laws, no business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 The quorum to enable a general meeting to proceed to business is 50% of the persons entitled to vote present in person or by duly appointed proxy.
- 24.3 A Proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money recoverable by the Strata Company in respect of its Lot has been paid before the meeting commences.
- 24.4 A Proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or an unanimous resolution even if money due to the Strata Company in respect of its Lot remains unpaid before the meeting commences.

25. Chairman of a general meeting

- 25.1 At a general meeting or at the resumption of an adjourned general meeting the chairman of the Strata Company is to be the chairman of the meeting, subject to sub-bylaw 25.2.
- 25.2 The chairman of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 25.3 If the chairman makes an election under sub-bylaw 25.2 or is unavailable to act as chairman at that meeting or at a part of the meeting, those present at the meeting must authorise another person to act as chairman of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.
- 25.4 A person appointed under sub-bylaw 25.3 need not be a Proprietor.
- 25.5 A person appointed under sub-bylaw 25.3 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.
- 25.6 Subject to sub-bylaws 25.1 to 25.5, 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 was chairman of the meeting or any part of the meeting that was adjourned.

- (6) preparing the budgets of the administrative fund and any reserve fund; and
 - (7) preparing and maintaining an inventory of the personal property and details of the location of the personal property of the Strata Company.
- 19.2 The powers and duties of the treasurer may be delegated to the Strata Manager by the Council.

20. General meetings of the Strata Company

- 20.1 General meetings of the Strata Company must be held once in each year, but not more than 15 months may elapse between the date of one general meeting and that of the next.
- 20.2 All general meetings other than the AGM are to be called extraordinary general meetings.

21. How general meetings are convened

- 21.1 The Council must convene an AGM in accordance with these By-Laws and may convene an extraordinary general meeting whenever it thinks fit.
- 21.2 The Council must convene an extraordinary general meeting:
- (1) as required by the Act; or
 - (2) upon receiving a written requisition made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the Lots.
- 21.3 If the Council does not convene an extraordinary general meeting within 28 days after receiving a requisition under sub-bylaw 21.2, 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.
- 21.4 Any meeting convened under sub-bylaw 21.3 must be held within 3 months from the date on which the requisition was made and is subject to By-Law 26

22. Agenda items for general meetings by request

- 22.1 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, the secretary must include that item in the agenda of that meeting.

23. Notices of general meetings

- 23.1 The secretary must give a written notice of and an agenda for every general meeting to:
- (1) all Proprietors; and
 - (2) any party required to be given notice under the Act.
- 23.2 The secretary must give such notice of and an agenda for a general meeting:
- (1) not less than 14 days before the date of the meeting;

17. Chairman, secretary and treasurer

- 17.1 Subject to By-Law 13, the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 17.2 The chairman of a Council meeting or of a general meeting does not, in the event of an equality of votes, have a casting vote.

18. Powers and duties of the secretary

- 18.1 The powers and duties of the secretary include:
- (1) preparing and distributing minutes of Council meetings and general meetings;
 - (2) submitting a motion to confirm the minutes of any Council meeting or general meeting, respectively, at the next such meeting;
 - (3) 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;
 - (4) recording the particulars specified in section 35(1)(e) and (f) and retaining for the period or periods respectively prescribed under the Act the documents and records referred to in section 35(1)(h);
 - (5) providing information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) and any certificates under section 43(c) and (d);
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 49 and 103 and to sub-bylaw 21.3, convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under section 35 of the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

- 19.1 The powers and duties of the treasurer include:
- (1) notifying Proprietors of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;
 - (2) receiving, acknowledging, banking and accounting for any money paid to the Strata Company;
 - (3) preparing any certificate referred to in section 43(1)(c) and (d);
 - (4) keeping the books of accounts referred to in section 35(1)(f);
 - (5) preparing the statements of accounts referred to in section 35(1) (g);

whichever first occurs.

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 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 or 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. Any Proprietor or individual so appointed 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 16.2.
- 14.4 A Proprietor or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 Subject to Section 50A, if a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

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

- 15.1 The Council may:
 - (1) on behalf of the Strata Company employ solicitors, agents, managers, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the Council and the Strata Company; and
 - (2) delegate to one or more of its members or to any of the other persons referred to in sub-bylaw 15.1(1) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16. Duties of the chairman of the Council

- 16.1 The chairman must preside at all Council meetings at which he is present.
- 16.2 If the chairman is absent from any Council meeting, the members of the Council present at that meeting must appoint one of their number to preside at that meeting. A representative of a corporation referred to in sub-bylaw 14.3 is eligible to be so appointed.

- (1) to convene an AGM; or
- (2) in any other case, to increase the number of members of the Council to the number fixed by the Strata Company at its most recent AGM.

11. Quorum for a meeting of the Council

11.1 If the Council consists of:

- (1) 1 member, that member;
- (2) 2 members, 2 of them;
- (3) 3 or 4 members, 2 of them;
- (4) 5 or 6 members, 3 of them;
- (5) 7 or 8 members, 4 of them; or
- (6) 9 members, 5 of them,

as the case may be, will constitute a quorum for a Council meeting.

12. Validity of Council's acts

- 12.1 If it is later discovered that there was a defect in the appointment or continuance in office of a member of Council, all acts done in good faith by the Council while that member acted as a member must be as valid as if that member had been duly appointed or had duly continued in office until such time that the defect has been notified to the relevant member of Council.

13. Chairman, secretary and treasurer of the Council

- 13.1 The members of a Council must, at the first Council meeting after they assume office as members, appoint a chairman, a secretary, a treasurer and a nominated representative of the Council.

13.2 A person:

- (1) cannot be appointed as the chairman, secretary, treasurer or nominated representative unless that person is a member of the Council;
- (2) may be appointed to more than one of those positions; and
- (3) may at any time be replaced by the Council in any of those offices.

13.3 A person appointed to an office referred to in sub-bylaw 13.1 will hold office until:

- (1) that person ceases to be a member of the Council;
- (2) the Strata Company receives a written notice of resignation of that person from that office; or
- (3) another person is appointed by the Council to hold that office,

- (1) that number equals the number of votes recorded in favour of any other candidate; and
- (2) 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,

then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.

7.7 The chairman must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

8.1 Except where the Council consists of all the Proprietors, the Strata Company may by special resolution remove any member of the Council other than the Original Proprietor while it remains a member of the Council, before the expiration of the Councillor's term of office and may, in the same or in a separate resolution, resolve who the replacement is to be until the next AGM or resolve that the vacancy is to be filled in accordance with sub-bylaw 9.1.

8.2 A member of the Council vacates the office as a member of the Council if the Councillor:

- (1) is removed from office under sub-bylaw 8.1;
- (2) dies;
- (3) or ceases to be a Proprietor; or
- (4) resigns by written notice to the Strata Company;

whichever first occurs.

9. Filling a vacancy on the Council

9.1 If a vacancy arises on the Council because of the removal from office of a member under sub-bylaw 8.1, and the Strata Company in its resolution under sub-bylaw 8.1 has so resolved, the 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 AGM, but if the Strata Company has not so resolved the Council may appoint a Proprietor to the Council pursuant to sub-bylaw 9.2.

9.2 Subject to sub-bylaw 9.1, if a vacancy arises on the Council, including as a result of any vacancy on the Council due to lack of nominations of Proprietors to the Council, the remaining members of the Council may appoint a Proprietor who is not already a member of the Council to fill that vacancy.

10. Council powers while there is a vacancy

10.1 Subject to sub-bylaw 10.2, while there is a vacancy on the Council, the remaining members of the Council may continue to act.

10.2 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:

- (2) If the number of candidates exceeds the number of members to be elected, the chairman must direct that a ballot be held pursuant to By-Law 7.

6. Eligibility of a Co-Proprietor to be elected to the Council

- 6.1 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.
- 6.2 The co-Proprietor who is so eligible must be nominated by their co-Proprietors or their duly appointed proxy.
- 6.3 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.
- 6.4 If all co-Proprietors own equal shares 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, subject to sub-bylaw 5.1(4).

7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.
- 7.2 Subject to sub-bylaw 4.1(2), for the purposes of the ballot, the chairman must:
- (1) announce the names of the candidates; and
 - (2) 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 he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
- (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as a Proprietor, co-Proprietor or proxy;
 - (4) signing it; and
 - (5) returning it to the chairman.
- 7.4 The chairman, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.
- 7.5 Subject to sub-bylaw 7.6, candidates 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.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:

- (2) a Council meeting at which a quorum is present is competent to exercise all or any of those functions, powers and duties.

4. Membership of the Council

- 4.1 The Council must consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM except that:
- (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; and
 - (2) despite any other By-Law, the Original Proprietor may be a member of Council if it so requires for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.2 In determining the number of Proprietors for the purposes of By-Law 4:
- (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor.

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council; and
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

5.2 Procedure following nominations

- (1) Subject to By-Law 4 and to sub-bylaw 5.2(2), if the number of candidates is less than or equal to the determined number of members of the Council that the general meeting has resolved to elect, the chairman must declare those candidates to have been elected as members of the Council.

- (30) **Vehicle** means any motor car, van, truck, float, bus, caravan, campervan, trailer, motorcycle, 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;
- (31) **Refuse and Recycling Management Plan** means any management plan prepared for the Scheme in accordance with the requirements of, and as approved by, the Local Government and any other relevant authority in relation to the management of refuse, waste and recyclable materials and as may be amended, supplemented or replaced with the approval of the Local Government and any other relevant authority from time to time.

2. Interpretation

2.1 In the Schedule 1 and Schedule 2 By-Laws:

- (1) Reference to any statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
 - (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) A reference to "including" or "includes", is not a word of limitation and is without limitation to other matters.
- (6) A reference to an Annexure is to an annexure to the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears.
- (7) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (8) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

Part 2 – Formation and Management of the Strata Company and Council

3. Constitution of the Council

- 3.1 The Strata Company is to have a Council.
- 3.2 The members of the Council must be elected at each annual general meeting.
- 3.3 Subject to any restriction imposed or direction given by the Strata Company at a general meeting:
- (1) the functions, powers and duties of the Strata Company are to be exercised and performed by the Council; and

- (14) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
- (15) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (16) **Plumbing Fixtures** includes any common property grease traps, exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
- (17) **Proprietor** means the person who is for the time being registered under the *Transfer of Land Act 1893* (WA) as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (18) **Recreational Facilities** means the swimming pool, barbecue facilities, gymnasium, owner's lounge and cabana located within the common property of the Scheme as shown on the Special Use Recreational Facilities Plan;
- (19) **Residential Lot** means any one of Lots 1 to 67 and 71 to 123 which are intended solely for occupation as a residence;
- (20) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (21) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (22) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (23) **Special Use Commercial Facilities Plan** means the special use plan attached at Annexure B;
- (24) **Special Use Recreational Facilities Plan** means the special use plan attached at Annexure A;
- (25) **Strata Company** means The Owners of One Kennedy constituted on registration of the Strata Plan;
- (26) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (27) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (28) **Strata Plan** means the strata plan to which these By-Laws apply;
- (29) **Structure** includes any improvement erected in accordance with Section 7;

Schedule 1 By-Laws (Governance By-Laws)

Part 1 – Definitions and Interpretation

1. Definitions

1.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:

- (1) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
- (2) **AGM** means an annual general meeting of the Strata Company;
- (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;
- (4) **By-Law** means a by-law of the Strata Company and a reference to a sub-by-law will also mean a by-law of the Strata Company;
- (5) **Commercial Facilities** means the toilets and bin store adjacent to the Commercial Lots and disabled parking bay on ground floor as shown on the Special Use Commercial Facilities Plan;
- (6) **Commercial Lots** means Lots 68 to 70;
- (7) **Council** means the Strata Company's council of owners;
- (8) **Façade** means the external face or elevation of the building within the Scheme;
- (9) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, roller doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
- (10) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
- (11) **Land** means the land on which the strata Scheme is situated;
- (12) **Landscaping Plan** means any landscaping and irrigation plan prepared for the Scheme in accordance with the requirements of, and as approved by, the Local Government relating to the ongoing maintenance and upkeep of the landscaping, plants and irrigation within the Scheme as well as the road verges adjacent to the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government from time to time;
- (13) **Local Government** means the local government within whose area the Land is situated;

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BLANK INSTRUMENT FORM**MANAGEMENT STATEMENT**

(Note 1)

FORM 25**Strata Titles Act 1985****Section 5C(1)****STRATA PLAN No. 70204****MANAGEMENT STATEMENT****Ventrade Maylands Pty Ltd ACN 165 387 897****One Kennedy, 241 Railway Parade, Maylands, Western Australia**

Lot 89 on Deposited Plan 400125, Certificate of Title Volume 2894 Folio 86.

This management statement to be lodged with a 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 Schedule 2 of the *Strata Titles Act 1985 (as amended)* that are to have effect upon registration of the Strata Plan.

The Schedule 1 By-Laws and the Schedule 2 By-Laws are hereby, repealed and replaced as follows.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [0395304] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

18/5/2020 09:57:57

MANAGEMENT STATEMENT IS RE-TIMECLOCKED TO 15 MAY 2020.
SEE LETTER DATED 18 MAY 2020 FROM PARAMOUNT SETTLEMENTS.



ST/16300 : CF



18 May 2020

Landgate
1 Midland Square
MIDLAND WA 6056

Attention: Ms Linda Ivulich
New Title Creation

Dear Linda

**RE: CASE NUMBER O395303
REGISTRATION OF STRATA PLAN 70204**

Further to our recent dealings we:

1. confirm that we act as Conveyancer for the Registered Proprietor of the above land;
2. hereby authorise instruct and direct that the lodgement date for Documents O395303 and O395304 be amended to reflect the date that Strata Plan 70204 was placed "In Order for Dealings".

If you have any queries please do not hesitate to contact the writer.

Yours sincerely
for **PARAMOUNT SETTLEMENTS**

CHRISTOPHER FARE
Licensed Director

chris@paramountsettlements.com.au

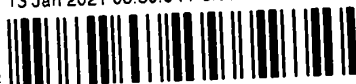
Telephone (08) 9228 0988 Facsimile (08) 9228 0883
Email info@paramountsettlements.com.au
Suite 2 "Parklane" - 120 Lake Street Northbridge WA 6003
PO Box 378 Northbridge WA 6865
Licensed Real Estate Settlement Agents - Licensee: Paramount Settlements Pty Ltd
A.B.N. 38 622 341 566

Attachment 4



O611358 SN

13 Jan 2021 08:30:04 Perth



SN Scheme Notice

Lodged by:⁵ _____
Address: **PARAMOUNT SETTLEMENTS**
POST OFFICE BOX 378
NORTHBRIDGE WA 6865
Phone Number: **PH: 9228 0988**
FAX: 9228 0883
Fax Number: **LTO BOX 192L PERTH**
Reference Number: ST/16300 LH
Issuing Box Number: _____

Instruct if any documents are to issue
to other than Lodging Party

Prepared by: 241 RAILWAY PARADE PTY LTD
Address: LVL 6, 181 ADELAIDE TERRACE
EAST PERTH
Phone Number: 08 6211 3300
Fax Number: _____
Reference Number: _____

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

⁵ Lodging Party Name may differ from Applicant Name.

EXECUTION³

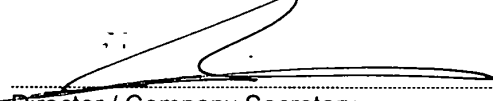
Date of Execution: 12th January 2021

Executed by 241 Railway Parade Pty Ltd ACN 165 413 016 as Attorney for Ventrade Maylands Pty Ltd ACN 165 387 897 pursuant to Power of Attorney M583843 in accordance with s127 of the Corporations Act 2001


Director

JOHN CHAN

Name of Director
(BLOCK LETTERS)


Director / Company Secretary

RONALD KEAN YEW CHAN

Name of Director / Company Secretary
(BLOCK LETTERS)

Signature of Owner⁴

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature of Owner⁵

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

³ See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.

⁴ To be signed by owner of the land described in the above-mentioned Certificate of Title.

⁵ To be signed by owner of the land described in the above-mentioned Certificate of Title.

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13:51:08-13JAN'21

SN

Scheme Notice

Strata Titles Act 1985

Section 29

Scheme Number: **70204**

Certificate of Title Volume/Folio Number: **2894/86**

Scheme Name: **One Kennedy**

Address for Service of the Strata Company: **Care of Strata Elite**
PO Box 78
Victoria Park 6797

Email address for Strata Company¹: **elizna@strataelite.com.au**

Is this a Leasehold Scheme? ☐ Yes / ☒ No

Leasehold Scheme Term²: _____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ Optional.

² Not required unless this is a Leasehold Scheme and must be stated in years, months and days.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O611358] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

8/2/2021 14:07:57

The registration date of Scheme Notice O611358 is amended to 15 May 2020 at 9.00.00 hrs - see Commissioner's instruction in Direction dated 29 January 2021 and Registrar's Packet O557430.

EV001637211 DIRN



DIRECTION TO AMEND THE REGISTER

REGISTRAR OF TITLES

WHEREAS

- A. VENTRADE MAYLANDS PTY LTD (**Owner**) was the registered proprietor of lot 89 on deposited plan 400125 and being the whole of land comprised in certificate of title volume 2894 folio 86 (**Title**).
- B. By Strata Plan 70204 (**SP**) lodged with Landgate for examination on 16 April 2020, made in order for dealings on 15 May 2020 (**Registration Date**) and subsequently registered on the Registration Date, the Owner subdivided the Title to create 123 lots.
- C. By Application O395303 (**Application**) lodged at Landgate on 24 April 2020 (**Lodgement Date**) and subsequently registered on the Registration Date, the Owner applied to register the SP. Upon its registration, certificates of title volume 2982 folios 326 to 448 were created for the lots on the SP (herein referred to as '**Scheme**')
- D. The *Strata Titles Amendment Act 2018* (**Amended STA**) came into force on 1 May 2020 amending the *Strata Titles Act 1985* (**STA**).
- E. The Application was lodged under the lot synchronisation/readiness to proceed on the Lodgement Date being before the Amended STA came into force and was registered on the Registration Date after the Amended STA came into force.
- F. The Scheme could not be registered before the SP was approved and endorsed by the Western Australian Planning Commission (**WAPC**).
- G. The SP was endorsed and approved by WAPC on 14 May 2020 and was subsequently placed in order for dealings on the Registration Date.
- H. It is a requirement under section 56(2) of the Amended STA that an Application to Register a Strata Scheme be accompanied by other scheme documents including a Scheme Notice.
- I. In error, the Application was registered without the Scheme Notice.
- J. Scheme Notice O611358 (**Scheme Notice**) was lodged by Paramount Settlements on 13 January 2021 to register the Scheme Notice on the SP.
- K. To comply with the requirements under section 56(2) of the Amended STA, the Scheme Notice is to be re-dated to the Registration Date and registered.

TAKE NOTICE THAT I, the undersigned Commissioner of Titles, in pursuance of the powers conferred on the Commissioner of Titles by section 188(3) of the *Transfer of Land Act 1893* and section 218(1) of the *Strata Titles Act 1985* and in pursuance of every power in me in this behalf enabling, **ORDER AND DIRECT** that:

SED

1. The lodgement date and time of the Scheme Notice O611358 of 13 January 2021 at 8.30 hrs be changed to 15 May 2020 at 9.00 hrs and be registered at the same date and time as Application O395303.
2. In order of priority, Scheme Notice O611358 be registered on Annexure A of the Record of Strata Titles Scheme on Strata Plan 70204 with a registration date of 15 May 2020 being the same date as Application O395303 as follows:

Record of Strata Titles Scheme

Document					
Number	Particulars	Date recorded/ lodged/registered	Nature	Number	Registered
O611358	Scheme Notice	15/05/2020			

3. A copy of these directions be placed with application O395303 and scheme notice O611358.

S E Dukes

**SUSAN DUKES
COMMISSIONER OF TITLES**

29 January **2021**

Attachment 5

MEETING AGENDA – COUNCIL OF OWNERS ONE KENNEDY

Date and time: 24 February 2025, 6pm.

Attendees: Matthew Scanlon (chairperson), Amy Thomasson (secretary), Ashley Granado (treasurer), John Mullett, Elizna Pelser, Quintin Pelser.

Apologies:

Meeting opened at 6.06pm.

1. VACANCY ON COO.

The COO received three EOIs for the vacant position. Each person who expressed interest was invited to address the current COO at the commencement of the meeting at separate times in 10-minute intervals. One of the three people who sent an EOI did not attend. The COO unanimously resolved to appoint Pedro Montenegro to the vacant position.

2. REVIEW AND CONFIRMATION OF PREVIOUS MEETING MINUTES

On a motion proposed by AG and seconded by JM the minutes for the previously held COO meeting were accepted as true and correct record of that meeting. SE has circulated the minutes to owners.

3. REPORTS/UPDATES

3.1. Treasurer Report.

GE resigned from COO and treasurer role is therefore vacant. COO unanimously resolved to appoint AG as treasurer. End of February will be the next available treasurer report. AG will report back at next COO meeting.

3.2. Building Manager Report.

Gas bottle changed over. All are now full.

Painting guys – four companies were invited to quote, and have attended a site inspection prior to quotation for the painting works. Three smaller companies, and one larger commercial company.

Two quotes have been received to date. Perrott offering 10-year warranty, crack repair with protection for \$19,000. Perrott were the only company who offered a warranty. Given the current state of the complex, the COO resolved that a longer-term solution is preferred to avoid unnecessary maintenance costs.

The quotation amount exceeds the amount COO can authorise, therefore we will await the outstanding two quotes and obtain another quote from a comparably large commercial corporation to accurately assess. Otherwise, the matter will be referred to the AGM.

3.3. Defects Update.

Two residents have requested a meeting with Elizna, largely to better understand the defects process. They propose that all owners be invited to attend this meeting, which will come at a cost to the building. This is essentially an extraordinary general meeting, which requires the support of 25% of owners to be called. In an attempt to avoid the need for such a meeting and for the benefit of all residents, we thought it might be useful to briefly outline the defects process.

1. The previous COO engaged Home Integrity to undertake an assessment of potential defects around the complex. Home Integrity provided a written report listing what it considered to be defects. The current COO then took this report and actioned it with the Building Commissioner.
2. This report was then provided to the Building Commissioner via a Notice of Proposed Complaint ("Notice"). The Notice identified the complaints and detailed the remedy sought in each case.
3. The Notice was then provided to the builder (Hanssen) for its response. Hanssen provided its response in October 2024. Some defects were accepted by Hanssen (eg, the works already undertaken to the area about storeroom 90 and the driveway tiling). Hanssen identified 23 issues that it would assess further, 3 defects that required additional proof and rejected 52 of the identified defects. The COO elected to move forward with the formal complaint process. Anyone is welcome to request a copy of Hanssen's response to the Notice by emailing onekennedystrata@gmail.com and copy Elizna (elizna@strataelite.com.au). This document lists the defects in order (as identified by Home Integrity) and Hanssen's response.
4. The formal complaint was accepted by the Building Commissioner and we have moved to the investigation stage. We have been allocated a Complaints Officer who plans to refer the complaint items not accepted by Hanssen to their technical team for further assessment and a possible site visit once Hanssen has had the opportunity to assess the defects. Then we will have an idea of what Hanssen is prepared to do off the bat and we can negotiate additional items we think should be rectified. This is where the Building Commissioner comes in – they can help us advocate for ourselves.
5. SE met Terry (from Hanssen) onsite on 24 February to walk through some of the items. The pool room wall is a defect (6-year warranty on repairs) so that will be rectified as part of the process. Everything common property related marked as 'Assess' will be looked at by Terry (accompanied by Elizna) on 7 March. We are to keep the Building Commissioner informed as to whether a site visit/further action by them is needed once the assessment is complete.

This process has been delayed by the previous Strata Management Company (ESM) failing to provide the Building Commission with information as to the new Building Manager/Strata Management Company. ESM provided this information to the Building Commission on 3 February 2025.

Unlike ESM, management of the defects process is explicitly and deliberately within SE's scope. SE should be trusted to carry out this role under supervision of the COO (who have been elected to represent the interests of owners).

4. MATTERS ARISING FROM PREVIOUS MEETING/ONGOING BUSINESS

4.1. Stairwell balustrade repair.

Complete but subpar paint job done around some of the anchor points. Contractor will reattend 25 February to quote other maintenance items and will look at the paint job to see if it can be improved in some way. NIL paint left so if it can be fixed up they will do so on another occasion when they are onsite.

4.2. Car park sweep complete.

4.3. Window cleaning complete.

4.4. Gym equipment servicing.

No servicing contract available. \$120 per call out. To ensure proper maintenance of the gym equipment for a commercial unit, the council have resolved to enter into a quarterly agreement. Additional charges for labour and parts for machinery which needs to be repaired or replaced will require approval before proceeding. Some residents have enquired about obtaining a rower – SE will obtain a quote.

4.5. Audit on access devices.

ESM were not keeping a record of which fob had been issued to which lot so this needs to be done. Alan from C&S has quoted \$1,800 for 6 days. Based on Elizna's previous experience, it is more likely to take 3 days (\$900). Alan will need to attend site and sight everyone's fob/remote to record the device number against their lot. COO unanimously approved the quote for 3 days.

4.6. Laptop replacement.

Alan from C&S has quoted \$1,200 for a replacement laptop, transfer of data and updated software etc. Computer didn't end up being feasible because it doesn't work with current screen and other necessary accessories (as well as the fact that the CCTV equipment is located in a cupboard). COO unanimously approved the quote.

4.7. Sauna.

SE spoke to Patrick from Custom Saunas and he will meet SE onsite to look at what we have and how this can be upgraded to a newer system as discussed. Patrick is aware of the urgency for the quote.

4.8. Cleaning contractor.

Subpar performance of cleaner has been an issue for some time now.

Current cleaner = \$49,920 per annum.

Midas = \$79,300 per annum.

Attitude = \$75,000 per annum.

All companies were invited to quote on the same scope (two hours per day, 6 days per week), except both Midas and Attitude will provide two people each day (rather than the current one). Meaning, for the additional price, the man-hours on site would be doubled.

All contracts received are for a duration of 12-months. SE to request 3-month probation period be included. SE to revert to Midas and see if they are willing to provide a more competitive price.

4.9. Pool contractor.

Again, recent subpar performance of pool contract has been noted by COO. Contractor is not proactive and does not check chemical levels etc.

Current = \$100 for ordinary visit (once per week).

Pool & Spa Mart = \$120 travel; \$130 per visit = \$250 per week.

Pool Service Perth = \$94.50.

COO unanimously resolved to appoint Pool Service Perth.

4.10. Air conditioning in residents' lounge.

ALR was onsite on 17 February but was sent the wrong part so will be returning to do the repairs upon receipt of the correct part (hopefully first week of March). Costs for the repair and parts have been on-charged to the responsible unit.

4.11. Roof rectification.

Some issues noted causing water damage in hallways and some units. SE arranging to meet roof plumber and builder to look at this as well as unit 81.

SE has confirmed roof anchor points certification has been completed.

4.12. Gutter cleaning.

The COO are aware of current defects affecting the roof. To avoid claims contractors caused the damage (and hanson not accepting them as defects) the COO have requested that the gutter cleaning be scheduled for early April, after Hanson have assessed the roof, per item 4.11, and prior to the start of winter.

4.13. Painting.

See item 3.2.

4.14. Wasps and pest control.

General pest spray to common areas for spiders and cockroaches complete as well as the wasp nest removal in the fence.

Due to the number of incidents of rodents and general pests within the area, the COO have resolved to enter into a maintenance contract (quarterly – general pest and rodent).

4.15. Council of Owners Code of Conduct.

Approved unanimously.

4.16. Signage for BBQs and 'No Smoking'.

SE is making a laminated sign to place on the BBQ compartment with the empty cylinders to advise that the valves on these bottles should not be re-opened.

SE has also acquired no smoking signs to be placed around the complex.

4.17. Smelly drains.

SE attended site to flush out the drains to address the issue in a timely fashion. Tap handle has been ordered. Engineering advice obtained free of charge from AG - drains are designed and constructed to standard. Building manager to flush drains monthly to avoid build up in grease trap.

4.18. Plants.

Area near Railway Parade entrance and big bin room replanted by GE and JM (altruistically, no payment given to either GE or JM).

4.19. Portal access.

The COO and Strata Elite appreciate your patience as all of the reports and information from the ESM handover is compiled and uploaded to the system. This portal is similar to the one provided by ESM where residents can view financials, bills, and quick links to useful documents etc.

4.20. Loose fire sensor.

ADC attended site. Fire sensor has been fixed. Bracket had broken off.

4.21. Letterbox relocation.

Given recent security issues, SE has met with Aussie Clothesline onsite. They will need to come back with another contractor to help look at the ideal location to move them too (in consultation with Australia Post) –A quote will be provided after this. Gave verbal indication of \$1,400 (not including cost to brick up the wall).

5. NEW BUSINESS

5.1. Retic.

Garden Care West to do a full audit of the retic to ensure all the stations work. Elizna to accompany them in this process.

5.2. Grassed verge area.

Reticulation keeps breaking as a result of people running over it by parking, which is costing us money due to water wastage.

COO have previously investigated bollards, or boulders to assist in preventing parking on the verge. City of Bayswater have advised that is a fire-safety clearway requirement for access to the hydrant.

Alternative solution was raised at the meeting. SE to ask City of Bayswater whether we can concrete over the area and potentially paint it with 'No Parking'.

6. ANY OTHER BUSINESS

6.1. Firm alarm – 27 December 2024.

Resident who assisted in the fire alarm notified the COO that they felt as though the COO should be notified for fire-alarms and assist coordinate these events.

This was raised with Strata Elite, and the question asked as to our responsibilities as the COO as well as how we can assist to ensure the safety of the residents.

The only people who would be qualified to be notifiable in that situation would be fire-wardens, The size of the complex means One Kennedy are not required to have one. Given that training would come at an additional cost, and the continued

maintenance of that qualification would be required to be upheld from the date one was appointed, the COO have decided not to proceed.

The complex is in line with Australian standards for fire safety, and there are evacuation plans around the complex. Every resident is responsible for their own safety, as is the usual situation in an emergency. The COO appreciate those who volunteer to assist the community when these situations arise, especially during the holiday periods.

Commercial lot 70 has been on-charged for all costs associated for 27 December 2024, given their contractor caused the alarm.

6.2. Parking fines.

SE will be issuing fines when next on site and will continue to monitor repeat offenders.

Residents should note- that parking in the visitors bays will now be considered a breach of BOTH Wilson's parking rules, and the Strata By-laws. This could eventuate in 2 separate fines both being applicable to residents misusing the facilities.

6.3. House Rules

Recently amended to remove the reference to wheel clamping (which was banned in WA in 2021) and emphasise that smoking is not permitted in courtyards, on balconies or in common areas. COO to consider further amendments a next meeting.

A copy of the amended House Rules has been uploaded to Facebook by AT and a paper copy will be posted in each resident's mailbox.

7. CONCLUSION

There being no further business, the Chairperson (MS) declared the meeting closed at 7:42pm.

03/07/2024

ESM Strata Pty Ltd
ABN: 30641043183
PO Box 779
VICTORIA PARK WA 6979
Ph: 9362 1166
officeadmin@esmstrata.com.au

Kevin James Griffiths & Michelle Peta Griffiths
7 Emu Court
HIGH WYCOMBE
WA 6057

Dear Owner,

Re: Annual General Meeting Minutes for The Owners of One Kennedy, Strata Plan 70204

Please find enclosed a copy of the minutes of the recently held Annual General Meeting for the above Strata Company.

Inside you will find a copy of:

- The Minutes of the Meeting
- The Attendance Register
- The Accepted Budget
- Any additional information as required

The minutes will be adopted at the next General Meeting.

Thank you for your attention to the above.

Yours faithfully,

Neave Kerslake
For and On Behalf of the Owners of One Kennedy, Strata Plan 70204

Enc.

Minutes for the Annual General Meeting

S/Plan 70204 One Kennedy 1 Kennedy st

Generated at: 03/07/2024 11:18 am

12/06/2024 06:30 pm

User: Neave Kerslake

1. Appointment of Chairperson for the meeting

On a motion Moved by: Amy Rose Thomasson and Seconded by: John Patrick Mullett it was resolved that Neave Kerslake be authorised to act as Chairperson of the Strata Company for the purpose of the meeting. The Chairperson declared the meeting open at 06:30 pm.

2. Confirmation of Previous Minutes

On a motion Moved by: Frank Davey as Proxy for Lot 17 and Seconded by: Ashley Cristina Granado it was resolved that the previously circulated minutes of the General Meeting held on 18/07/2023 be confirmed as a true record of those proceedings.

3. Consideration of the Statement of Accounts

On a motion Moved by: Mathew David Glyndwr May and Seconded by: Matthew Scanlon as Proxy for Lot 23 it was resolved that the Statement of Accounts for the period 01/05/2023 to 30/04/2024 showing an amount of \$231,031.03 net owners' funds, be adopted as presented.

4. Insurance Certificate of Currency

On a motion Moved by: Jennifer Gleeson and Seconded by: John Patrick Mullett it was resolved the Council be directed to renew the Strata Company Insurance Policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.

5. Insurance Valuation

On a motion Moved by: Clayton Robert Jaworski and Seconded by: Amy Rose Thomasson it was resolved that the Council of the Strata Company be directed to obtain a building replacement valuation by qualified professional advisors, and assess whether the Strata Companies building insurance should be amended to reflect the valuation sum.

6. Constitution of the Council of the Strata Company

a) On a motion Moved by: Ashley Cristina Granado and Seconded by: Matthew Scanlon as Proxy for Lot 23 it was resolved that the Council of the Strata Company consist of 5 owners.

b) The following candidates were nominated:

- Lot 1 – Amy Thomasson
- Lot 3 – John Mullett
- Lot 23 – Matthew Scanlon
- Lot 52 – Ashley Granado
- Lot 110 – Grant Elliott

The above 5 candidates were duly elected to the Council of the Strata Company.

It is a requirement under *Schedule 1 by-law 4 Membership of the Council* of the Strata Company's management statement that the Council of the Strata Company must consist of not less than 5 owners and not more than 9 owners.

7. Strata Company Financials Year By-law

On a motion Moved by: Amy Rose Thomasson and Seconded by: Matej Cerny as Proxy for Lot 109 it was resolved by an ordinary resolution to add the following Schedule 1 Governance By-law to the By-laws that apply to the scheme:

11. Financial Year

The financial year for the Strata Company is the period of 12 months ending on 30th April.

8. Consideration of the Administrative Fund (all lots) Budget

On a motion Moved by: Ashley Granado as Proxy for Lot 116 and Seconded by: Harrison Tate Fletcher it was resolved that the budget of estimated expenditure from the Administrative Fund (GST inclusive) for the period 01/05/2024 to 30/04/2025 amounting to \$695,072.40 be adopted, and shall also be the same budget for the following 12 month period until amended by a future General Meeting.

9. Determination of the Levy of Contributions for the Administrative Fund (all lots)

On a motion Moved by: Anita Pui Sun Gallacher and Seconded by: Grant Anthony Elliott it was resolved that the **Levy** of contributions on proprietors for the **Administrative Fund** (Ref 36(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	Total	For the Period	Due Date
\$7.31548	\$73,154.80	01/05/2024 - 31/07/2024	01/05/2024 (pre-approved)
\$11.20	\$112,000.00	01/08/2024 - 31/10/2024	01/08/2024
\$11.20	\$112,000.00	01/11/2024 - 31/01/2025	01/11/2024
\$11.20	\$112,000.00	01/02/2025 - 30/04/2025	01/02/2025

to raise an amount of \$409,154.80 in the financial year 01/05/2024 to 30/04/2025, and

\$/Unit of Entitlement	Total	For the Period	Due Date
\$11.20	\$112,000.00	01/05/2025 - 31/07/2025	01/05/2025 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

10. Determination of the Levy of Contributions for the Residential Administrative Fund

On a motion Moved by: Matthew Scanlon as Proxy for Lot 23, and Seconded by: Amy Rose Thomasson, it was resolved that the **Levy** of contributions on proprietors for the **Administrative Fund** (Ref 36(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	Total	For the Period	Due Date
\$0.73998375	\$7,286.61998625	01/05/2024 - 31/07/2024	01/05/2024 (pre-approved)
\$0.50	\$4,923.50	01/08/2024 - 31/10/2024	01/08/2024
\$0.50	\$4,923.50	01/11/2024 - 31/01/2025	01/11/2024
\$0.50	\$4,923.50	01/02/2025 - 30/04/2025	01/02/2025

to raise an amount of \$22,057.12 in the financial year 01/05/2024 to 30/04/2025, and

\$/Unit of Entitlement	Total	For the Period	Due Date
\$0.50	\$4,923.50	01/05/2025 - 31/07/2025	01/05/2025 (pre-issued)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

11. Determination of the Levy of Contributions for the Reserve Fund

On a motion Moved by: Matthew Scanlon as Proxy for Lot 23, and Seconded by: Grant Anthony Elliott, it was resolved that the **Levy** of contributions on owners for the **Reserve Fund** (Ref 100(2) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	Total	For the Period	Due Date
\$0.414333	\$4,143.33	01/05/2024 - 31/07/2024	01/05/2024 (pre-approved)
\$0.41	\$4,100.00	01/08/2024 - 31/10/2024	01/08/2024
\$0.41	\$4,100.00	01/11/2024 - 31/01/2025	01/11/2024
\$0.41	\$4,100.00	01/02/2025 - 30/04/2025	01/02/2025

to raise an amount of \$16,443.33 in the financial year 01/05/2024 to 30/04/2025, and

\$/Unit of Entitlement	Total	For the Period	Due Date
\$0.41	\$4,100.00	01/05/2025 - 31/07/2025	01/05/2025 (pre-issued)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

12. Approval of Pre-Approval Expenditure Limit for the Strata Manager

On a motion Moved by: Clayton Robert Jaworski and Seconded by: Maria Eberhardt as Proxy for Lot 31 it was put to the meeting that the Strata Company resolves by ordinary resolution that the Strata Manager is authorised to arrange repairs and maintenance for works to the Common Property up to a limit of \$500.00 excluding GST per item.

The Motion Failed.

Deferred to the incoming Council of the Strata Company.

13. Matters without notice for discussion and referral to the Council

The following matters were raised are referred to the incoming Council of the Strata Company:

- It was discussed that options of completing a feasibility assessment for EV charging for the Strata Company.
 - Action item: referred to incoming Council of the Strata Company.
- Residential gate repair.
 - Action item: referred to incoming Council of the Strata Company.
- Management of visitor caybays
 - Action item: incoming Council to review current agreement/ process and provide owners with an update.
- Bin room signage and proper use of bin room:
 - Action item: referred to incoming Council and to provide update to owners.
- 2023/2024 Council of the Strata Company resignation
 - Action item: referred to the incoming Council of the Strata Company for consideration.

14. Close of Meeting

The Chairperson closed the meeting at 07:35 pm.

Attendance

S/Plan 70204 One Kennedy 1 Kennedy st

Annual General Meeting

Generated at: 26/06/2024 12:30 pm

12/06/2024 06:30 pm

User: Neave Kerslake

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
1	1	Amy Rose Thomasson	N	N
2	2	Ashley Granado as Proxy for Lot 2	N	N
3	3	John Patrick Mullett	N	N
4	4	John Mullett as Proxy for Lot 4	N	N
7	7	The Chairperson as Proxy for Lot 7	N	N
10	10	Braydon Michael Ward	N	N
12	12	Elzbieta Staniszewska & Angelica Staniszewska	N	N
13	13	Pedro Henrique Montenegro Paixao Coral & Jemma Michelle Montenegro Paixao Coral	N	N
16	16	Helen Claire Carr	N	N
17	17	Frank Davey as Proxy for Lot 17	N	N
20	20	The Chairperson as Proxy for Lot 20	N	N
23	23	Matthew Scanlon as Proxy for Lot 23	N	N
26	26	Marianne Bach D'Elia	N	N
27	27	The Chairperson as Proxy for Lot 27	N	N
30	30	Jack Patrick Fletcher	N	N
31	31	Maria Eberhardt as Proxy for Lot 31	N	N
33	33	Nicole Anne Cuthbert	N	N
34	34	Abderrahman Belhassan	N	N
35	35	Matti Jaakko Lampinen & Isla Corrine Lucas	N	N
40	40	Guiseppe Spiccia	N	N
43	43	Imogen Amy Charis Basson	N	N
45	45	The Chairperson as Proxy for Lot 45	N	N
46	46	Anita Pui Sun Gallacher	N	N
47	47	Susan Gay	N	N
49	49	Dixie Maree Betts	N	N
50	50	The Chairperson as Proxy for Lot 50	N	N
51	51	Sherif Taher Sayed Tawfeek	N	N
52	52	Ashley Cristina Granado	N	N
53	53	The Chairperson as Proxy for Lot 53	N	N
54	54	The Chairperson as Proxy for Lot 54	N	N
59	59	Catherine Elizabeth Catto	N	N
61	61	Adam Bakunowicz as Proxy for Lot 61	N	N
62	62	Jennifer Gleeson	N	N
63	63	The Chairperson as Proxy for Lot 63	N	N
64	64	Michelle Kimberley Smith	N	N
73	73	Clayton Robert Jaworski	N	N
78	78	Nicole Cuthbert as Proxy for Lot 78	N	N
81	81	The Chairperson as Proxy for Lot 81	N	N
85	85	The Chairperson as Proxy for Lot 85	N	N

Attendance

S/Plan 70204 One Kennedy 1 Kennedy st

Annual General Meeting

Generated at: 26/06/2024 12:30 pm

12/06/2024 06:30 pm

User: Neave Kerslake

88	88	Sue Gay as Proxy for Lot 88	N	N
90	90	The Chairperson as Proxy for Lot 90	N	N
91	91	The Chairperson as Proxy for Lot 91	N	N
93	93	Kevin Griffiths as Proxy for Lot 93	N	N
98	98	Mathew David Glyndwr May	N	N
100	100	Ann Christie Miller	N	N
102	102	The Chairperson as Proxy for Lot 102	N	N
103	103	The Chaiperson as Proxy for Lot 103	N	N
109	109	Matej Cerny as Proxy for Lot 109	N	N
110	110	Grant Anthony Elliott	N	N
111	111	Lauren Mitchell as Proxy for Lot 111	N	N
112	112	Ashley Granado as Proxy for Lot 112	N	N
114	114	Harrison Tate Fletcher	N	N
116	116	Ashley Granado as Proxy for Lot 116	N	N
122	122	Jaden Jack Birch & Charlotte Amy Clay	N	N
123	123	Sue Gay as Proxy for Lot 123	N	N

Non Attendees - Apologies or Voting Sheets Received

Lot	Unit	Name	Apologies	Voting Sheet
28	28	Darrin Scott McKean	Y	N
39	39	Mark John Glassock & Rachel Anne Glassock	Y	N
106	106	Peter Raymond Walker	Y	N

Quorum Achieved: Y

ESM Strata Pty Ltd

Approved Budget for Strata Company 70204

ONE KENNEDY, 1 Kennedy st MAYLANDS

Prepared by ESM Strata Pty Ltd (ABN 30641043183)

PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

Printed 26/06/2024 at 12:28:46 User= Neave Kerslake

Aggregate Units of Entitlement (UOE) 10000	Approved Budget (01/05/2024-30/04/2025)	Adjustment	Current Year (01/05/2023-30/04/2024)		Last Year (01/05/2022-30/04/2023)	
			Budget	Actual	Budget	Actual
Administrative Fund- Contribution Schedule						
ATO Compliance	\$500.00		\$750.00	\$360.00	\$0.00	\$0.00
Additional Strata Mment Fees	\$1,000.00		\$0.00	\$768.31	\$0.00	\$0.00
BAS Return	\$2,000.00		\$0.00	\$1,000.00	\$0.00	\$0.00
Bank Charges - A	\$0.00		\$1,050.00	\$496.15	\$0.00	\$0.00
By-Law Compliance	\$0.00		\$0.00	\$20.00	\$0.00	\$0.00
Caretaker - Wages	\$30,000.00		\$30,000.00	\$1,527.27	\$0.00	\$0.00
Carpark Maintenance (Shared)	\$5,000.00		\$5,000.00	\$1,050.00	\$0.00	\$0.00
Carpet Replacement/Clean	\$10,000.00		\$1,700.00	\$0.00	\$0.00	\$0.00
Cleaning	\$70,000.00		\$73,500.00	\$68,041.67	\$0.00	\$0.00
Contingencies	\$0.00		\$5,000.00	\$9,000.00	\$0.00	\$0.00
Debt Collection - Expense	\$2,000.00		\$0.00	\$1,393.65	\$0.00	\$0.00
Electricity - Common	\$170,000.00		\$130,000.00	\$170,938.33	\$0.00	\$0.00
Insurance	\$74,624.00		\$60,000.00	\$65,462.98	\$0.00	\$0.00
Insurance Claim	\$0.00		\$0.00	\$2,572.73	\$0.00	\$0.00
Insurance Claim Excess	\$5,000.00		\$5,000.00	\$909.09	\$0.00	\$0.00
Keys, Remotes & Common Seals	\$2,000.00		\$0.00	\$925.00	\$0.00	\$0.00
M&R - Electrical	\$5,000.00		\$5,000.00	\$422.63	\$0.00	\$0.00
M&R - Fire Equipment - Inspection/Servicing/Repairs	\$15,000.00		\$12,000.00	\$12,250.35	\$0.00	\$0.00
M&R - Gardens & Lawns	\$20,000.00		\$16,000.00	\$20,350.72	\$0.00	\$0.00
M&R - General	\$15,000.00		\$15,000.00	\$8,421.28	\$0.00	\$0.00
M&R - Lift	\$7,000.00		\$6,500.00	\$5,883.55	\$0.00	\$0.00
M&R - Mechanical Services	\$3,500.00		\$3,500.00	\$782.73	\$0.00	\$0.00
M&R - Pest Control	\$5,000.00		\$2,500.00	\$3,370.86	\$0.00	\$0.00

ESM Strata Pty Ltd

Approved Budget for Strata Company 70204

ONE KENNEDY, 1 Kennedy st MAYLANDS

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

Aggregate Units of Entitlement (UOE) 10000	Approved Budget (01/05/2024-30/04/2025)	Adjustment	Current Year (01/05/2023-30/04/2024)		Last Year (01/05/2022-30/04/2023)	
			Budget	Actual	Budget	Actual
Administrative Fund- Contribution Schedule						
M&R - Plumbing	\$5,000.00		\$5,000.00	\$4,698.00	\$0.00	\$0.00
M&R - Roofing	\$2,000.00		\$700.00	\$1,190.00	\$0.00	\$0.00
M&R - Security Gates/Doors	\$10,000.00		\$10,000.00	\$7,593.00	\$0.00	\$0.00
M&R Pumps	\$5,000.00		\$5,000.00	\$600.00	\$0.00	\$0.00
Postage & Petties	\$0.00		\$0.00	\$27.27	\$0.00	\$0.00
Professional Fees	\$35,000.00		\$0.00	\$0.00	\$0.00	\$0.00
Section 110(1) & Section 110(2) - Fee	\$0.00		\$0.00	\$3,080.00	\$0.00	\$0.00
Security Services	\$7,000.00		\$2,000.00	\$6,249.09	\$0.00	\$0.00
Strata Mmment Fee	\$43,260.00		\$36,900.00	\$38,890.92	\$0.00	\$0.00
Strata Title Information	\$0.00		\$0.00	\$45.45	\$0.00	\$0.00
Treelooping/Pruning	\$1,500.00		\$1,500.00	\$500.00	\$0.00	\$0.00
Utility Account (Meterview)	\$30,000.00		\$0.00	\$15,884.52	\$0.00	\$0.00
Water Consumption	\$20,000.00		\$16,000.00	\$21,417.47	\$0.00	\$0.00
Total Contribution Schedule	\$601,384.00		\$449,600.00	\$476,123.02	\$0.00	\$0.00
ADD: ADMIN GST	\$60,138.40		\$0.00		\$0.00	
Total Contribution Schedule Budget	\$661,522.40		\$449,600.00	\$476,123.02	\$0.00	\$0.00

ESM Strata Pty Ltd

Approved Budget for Strata Company 70204

ONE KENNEDY, 1 Kennedy st MAYLANDS

Prepared by ESM Strata Pty Ltd (ABN 30641043183)

PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

Aggregate Units of Entitlement (UOE) 9847	Approved Budget (01/05/2024-30/04/2025)	Adjustment	Current Year (01/05/2023-30/04/2024)			Last Year (01/05/2022-30/04/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
Administrative Fund- Residential Schedule								
BAS Return	\$500.00		\$0.00	\$418.18	\$-418.18	\$0.00	\$0.00	\$0.00
Building Management Social Club	\$0.00		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00
Cleaning	\$1,000.00		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00
M&R - Fire Equipment - Inspection/Servicing/Repairs	\$1,000.00		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00
M&R - General	\$3,000.00		\$3,000.00	\$1,035.03	\$1,964.97	\$0.00	\$0.00	\$0.00
M&R - Pool	\$17,000.00		\$17,000.00	\$15,753.38	\$1,246.62	\$0.00	\$0.00	\$0.00
Recreation Centre - Expense	\$5,000.00		\$2,000.00	\$1,868.46	\$131.54	\$0.00	\$0.00	\$0.00
Window Cleaning	\$3,000.00		\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00
Total Residential Schedule	\$30,500.00		\$28,000.00	\$19,075.05	\$8,924.95	\$0.00	\$0.00	\$0.00
ADD: ADMIN GST	\$3,050.00		\$0.00			\$0.00		
Total Residential Schedule Budget	\$33,550.00		\$28,000.00	\$19,075.05	\$8,924.95	\$0.00	\$0.00	\$0.00



Attachment 7

STRATA ELITE
PO Box 78, Victoria Park WA 6979
Email: info@strataelite.com.au
Tel: 08 9361 3209

Notice of Levies Due in May 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

Tax Invoice

Issued 07/04/2025 on behalf of:

Kevin James & Michelle Peta Griffiths
7 Emu Court
High Wycombe WA 6057

Strata Scheme 70204
ABN 95421132325
One Kennedy
1 Kennedy Street
Maylands WA 6051

for Lot 93 Unit 93
Kevin James Griffiths & Michelle Peta Griffiths

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Cap Wrks Fnd	
01/05/2025	General Admin & Reserve Fund Levy 01/05/2025 - 31/07/2025	896.00	32.80	928.80
01/05/2025	Residential Admin Fund Levy 01/05/2025 - 31/07/2025	40.00	0.00	40.00
Total levies due in month		936.00	32.80	968.80

Total of this levy notice	968.80	(including \$88.07 GST)
Levies in arrears	0.00	
Interest on levies in arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	968.80	
Prepaid	0.00	
Total amount due	\$968.80	

Late Payment: Section 100 of the Strata Titles Act 1985 provides for interest on unpaid levies to be charged at 11.00% p.a.

Cheques should be made payable to 'T/A The Owners of One Kennedy SP70204'

Levy Payment due 01/05/2025



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Kevin James & Michelle Peta Griffiths

Strata Scheme 70204

Lot 93

Unit 93



*496 203147053 29604



Pay over the Internet from your Bank account. Register at www.deft.com.au



Pay over the phone from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.



Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001



Post Billpay

Pay in-store at Australia Post by cheque or EFTPOS.

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Biller code 96503

Strata Elite

DEFT Reference Number

20314705329604

Amount Due

\$968.80

Due Date

01/05/2025

Amount Paid

\$

+203147053 29604

<

000096880<3+



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

THE OWNERS OF ONE KENNEDY SP 70204
C/ STRATA ELITE ,PO BOX 78,
VICTORIA PARK WA 6979

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006044011
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	24/04/2025 to 24/04/2026 at 4:00pm
The Insured	THE OWNERS OF ONE KENNEDY SP 70204
Situation	1 KENNEDY STREET MAYLANDS WA 6051

Policies Selected

Policy 1 – Insured Property

Building: \$58,780,205
Common Area Contents: \$587,802
Loss of Rent & Temporary Accommodation (total payable): \$8,817,030

Policy 2 – Liability to Others

Sum Insured: \$50,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$17,634,061
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,645,109
Escalation in Cost of Temporary Accommodation: \$881,703
Cost of Removal, Storage and Evacuation: \$881,703



Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

11/04/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent-Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S 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.

EXAMINED

N250576 NR

12 Feb 2016 14:28:26 Perth



NOTIFICATION

LODGED BY

Kott Gunning

ADDRESS

140 St Georges Terrace
Perth WA 6000

PHONE No.

9321-3755

FAX No.

9321-3465

REFERENCE No.

156299

ISSUING BOX No.

47F

PREPARED BY

KOTT GUNNING

ADDRESS

140 St Georges Terrace
PERTH WA 6000

PHONE No. (08) 9321 3755 FAX No. (08) 9321 3465

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

NOTIFICATION**UNDER SECTION 70A**

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
1. Lot 2 on Diagram 10520	Whole	1054	847
2. Lot 1 on Diagram 10520	Whole	1053	920
3. Lot 3 on Diagram 4010	Whole	1550	284
4. Lot 2 on Diagram 4010	Whole	1038	733
5. Lot 1 on Diagram 4010	Whole	2074	414
6. Lot 59 on Diagram 24680	Whole	1227	641

REGISTERED PROPRIETOR (Note 2)

Ventrade Maylands Pty Ltd (ACN 165 387 897)
of Level 6, 181 Adelaide Terrace, Perth, Western Australia

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF BAYSWATER of 61 Broun Avenue, Morley, Western Australia

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

SEE ADDITIONAL PAGE

Dated this

day of

2015

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

SEE ADDITIONAL PAGE

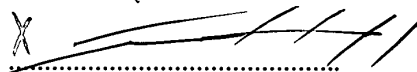
REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed by 241 Railway Parade Pty Ltd (ACN 165 413 016) in accordance with section 127 of the Corporations Act 2001 as attorney for Ventrade Maylands Pty Ltd (ACN 165 387 897) which confirm that the Director/Director/Company Secretary have received no notice of revocation of the Power of Attorney No M583843 dated 11 March 2014.

X 

Director

Full Name: X DARREN JOHN PATEMAN

X 

Director/Secretary

Full Name: X ANTHONY DAVID HEWETT

WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO NOTIFICATION

Dated

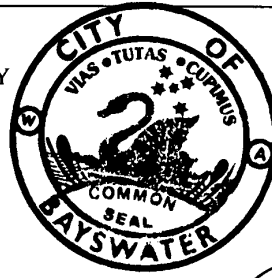
FACTOR AFFECTING USE OR ENJOYMENT OF LAND:

1. The use or enjoyment of the property may be affected by noise from trains, railway crossing and associated audible signals; and
2. The use or enjoyment of the property may be affected by noise, traffic, car parking and other impact associated with nearby non-residential activities.

LDEVENISH:1714927_1

Executed by LOCAL GOVERNMENT/PUBLIC AUTHORITY

THE COMMON SEAL of the)
CITY OF BAYSWATER was hereunto)
affixed in the presence of:)



Mayor: *Barry McKenna*
Full name: *BARRY MCKENNA*

Chief Executive Officer: *[Signature]*
Full name: *Douglas Haig Pearson*

LDEVENISH:1714927_1