

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.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax 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: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**
Address **6/160 Scarborough Beach Road**
Suburb **Mount Hawthorn** State **WA** Postcode **6016**

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 **10/1 Stockton Bend**
Suburb **Cockburn Central** State **WA** Postcode **6164**
Lot **10** ~~Deposited/Survey/Strata/Diagram~~ Plan **56401** Whole / ~~Part~~ Vol **2812** Folio **710**

A **deposit** of \$ _____ of which \$ **0.00** is paid now and \$ _____ to be paid within **7** days of acceptance to be held by **First National Real Estate Genesis**

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

Purchase Price _____

Settlement Date _____

Property Chattels including **All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.**

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

LENDER/ _____
MORTGAGE BROKER (NB. If blank, can be any) _____
LATEST TIME: 4pm on: _____
AMOUNT OF LOAN: _____
SIGNATURE OF BUYER _____

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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 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:
 - (1) (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 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.

2. The buyer is aware and accepts the property is currently subject to a Fixed Term Lease until November 30th 2024, at \$520 per week rent and has received a copy of the lease.

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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

Address

Suburb **State** **Postcode**

Name

Address

Suburb **State** **Postcode**

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.

5.

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

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3.

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	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

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04/22

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 Diksha Karwasra as Executor for the Estate of Sunil Kumar Karwasra

Date _____

Signature _____

Name _____

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

10/1 Stockton Bend, Cockburn Central WA 6164

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 by 4PM on: (a*) / / *complete (a) or (b) **OR**
(b*) 14 days after acceptance ("Date")

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 before the 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 within 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 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) the Buyer may at any time within a further five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary 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 1. If nothing is inserted in clause 1 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 ~~Consultant~~ **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 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

10/1 Stockton Bend, Cockburn Central WA 6164

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

/ / OR

("Date")

14 days after acceptance

of the residential building and the located upon the Property ("**Building**").

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 before the 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 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) the Buyer may at any time within a further Five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest 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 1. If no date is inserted in clause 1 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 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

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.

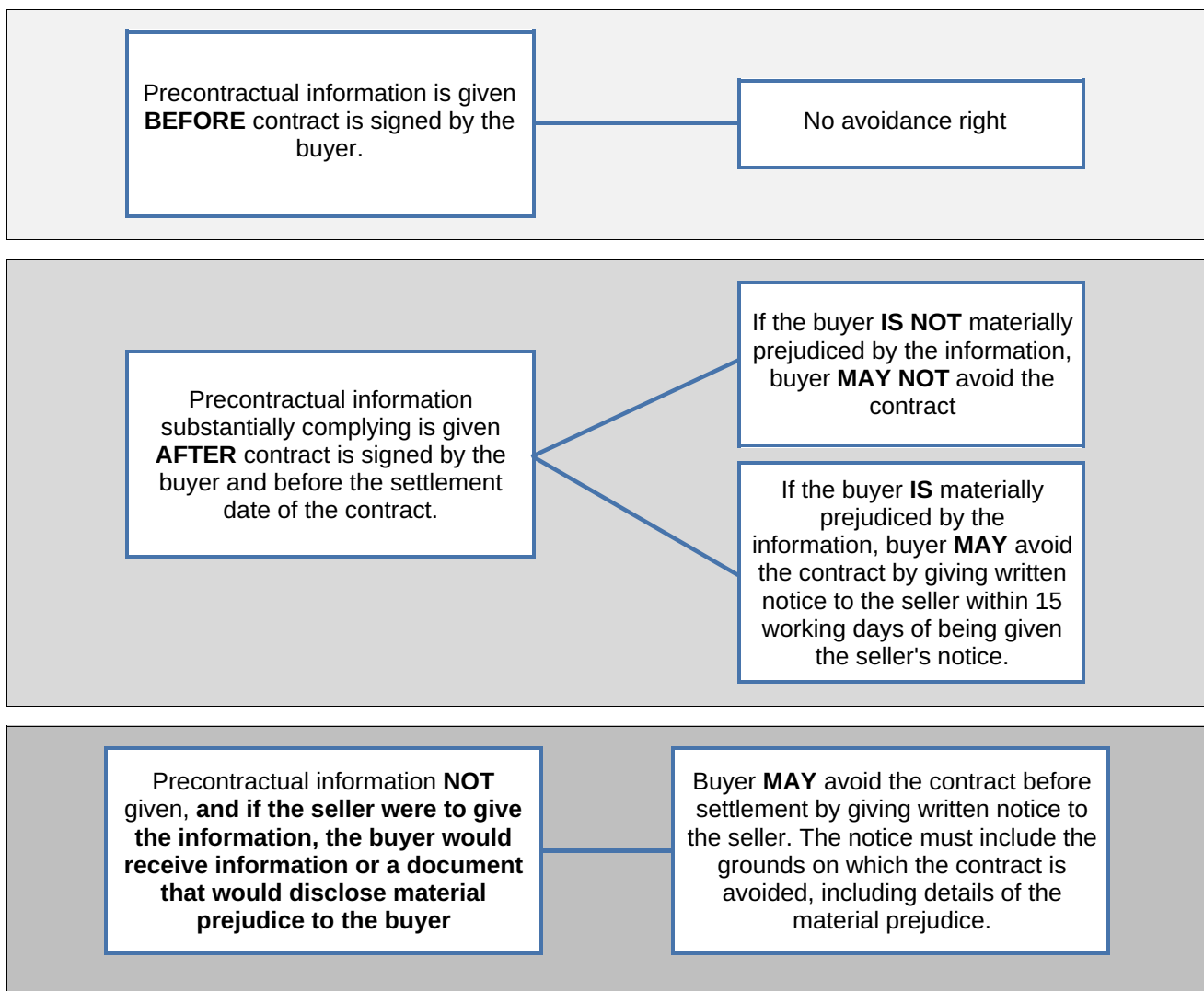
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

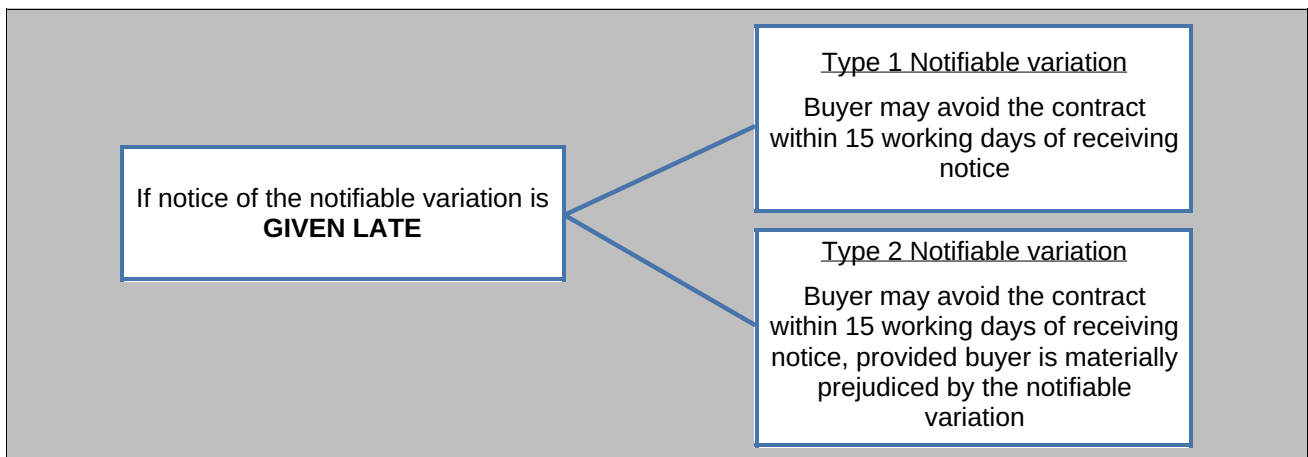
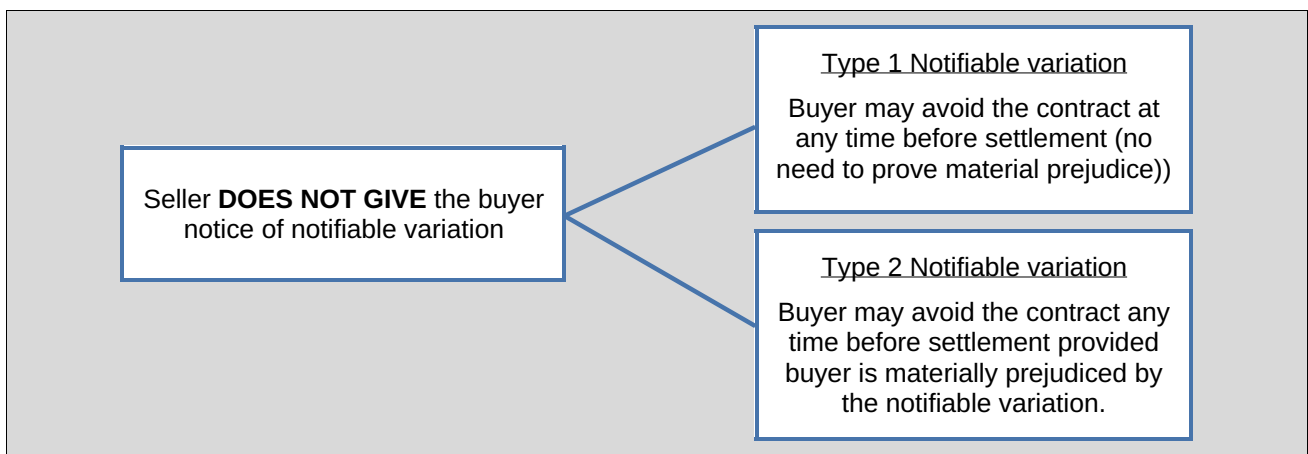
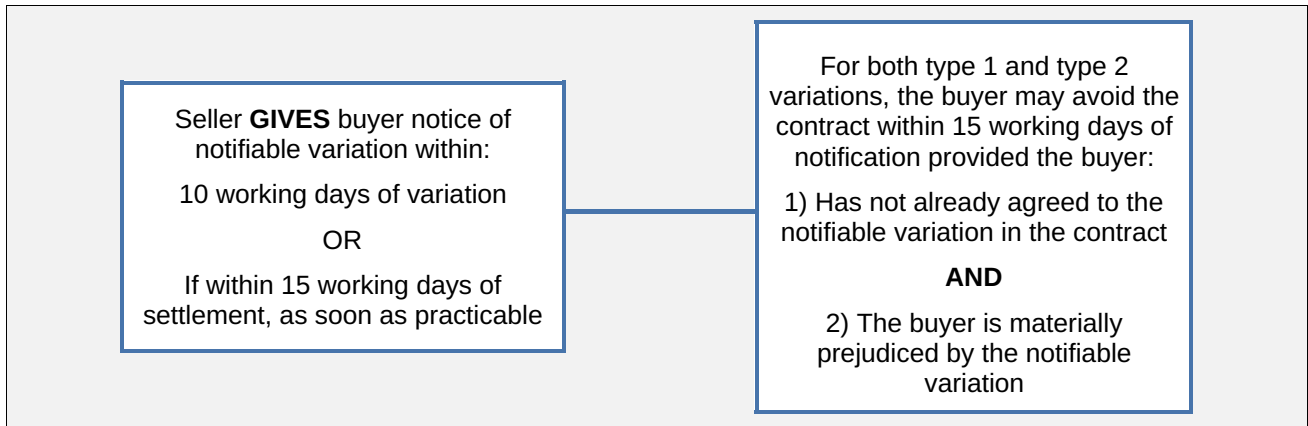
Type 1 and Type 2 notifiable variations are as follows:

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 Diksha Karwasra as Executor for the Estate of Sunil Kumar Karwasra

Address 10/1 Stockton Bend, Cockburn Central WA 6164

Telephone/mobile 0432 349 666 Email diksha.karwasra@gmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Kingston Apartments

Name of the strata company Oakfield Experts

Address for service of the strata company (taken from scheme notice) 2/1050 Hay Street, West Perth

Name of Strata Manager Care of I.Fresh Strata PO Box 8664 Perth Business Centre WA 6849

Address of Strata Manager 2/1050 Hay Street, West Perth

Telephone/Mobile 08 6355 5225

Email admin@oakfield.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. N/A
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.

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 N/A

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 N/A

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 4

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 5

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)

10/1 Stockton Bend, Cockburn Central WA 6164

Lot 10 on scheme plan no. 56401

(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>\$3,892.36</u>		_____
Reserve fund:	<u>\$174.88</u>		_____
Other levy (attach details)	<u>\$901.08 + \$456.96</u>		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>5,425.28</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____			
Due dates	<u>\$1,356.32 on 1/5/24</u>		<u>\$1,356.32 on 1/11/24</u>
	<u>\$1,356.32 on 1/8/24</u>		<u>\$1,356.32 on 1/2/25</u>

Att 6

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 \$ _____

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

N/A

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 / We¹, 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.

Signature 

Name DIKSHA KARWASRA

Date 13/7/24

Signature _____

Name _____

Date _____

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

I / We¹, the buyer/s, acknowledge that I / we¹ received Part A and Part B of the required precontractual disclosures before I / We¹ signed the contract of sale.

I / We¹ 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 / us¹.

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2812 710

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 10 ON STRATA PLAN 56401
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SUNIL KUMAR KARWASRA OF 20 BEAUMONT PARKWAY, SUCCESS

(T M274658) REGISTERED 16/5/2013

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. M235789 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 9/4/2013.
3. M274659 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 16/5/2013.

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-----

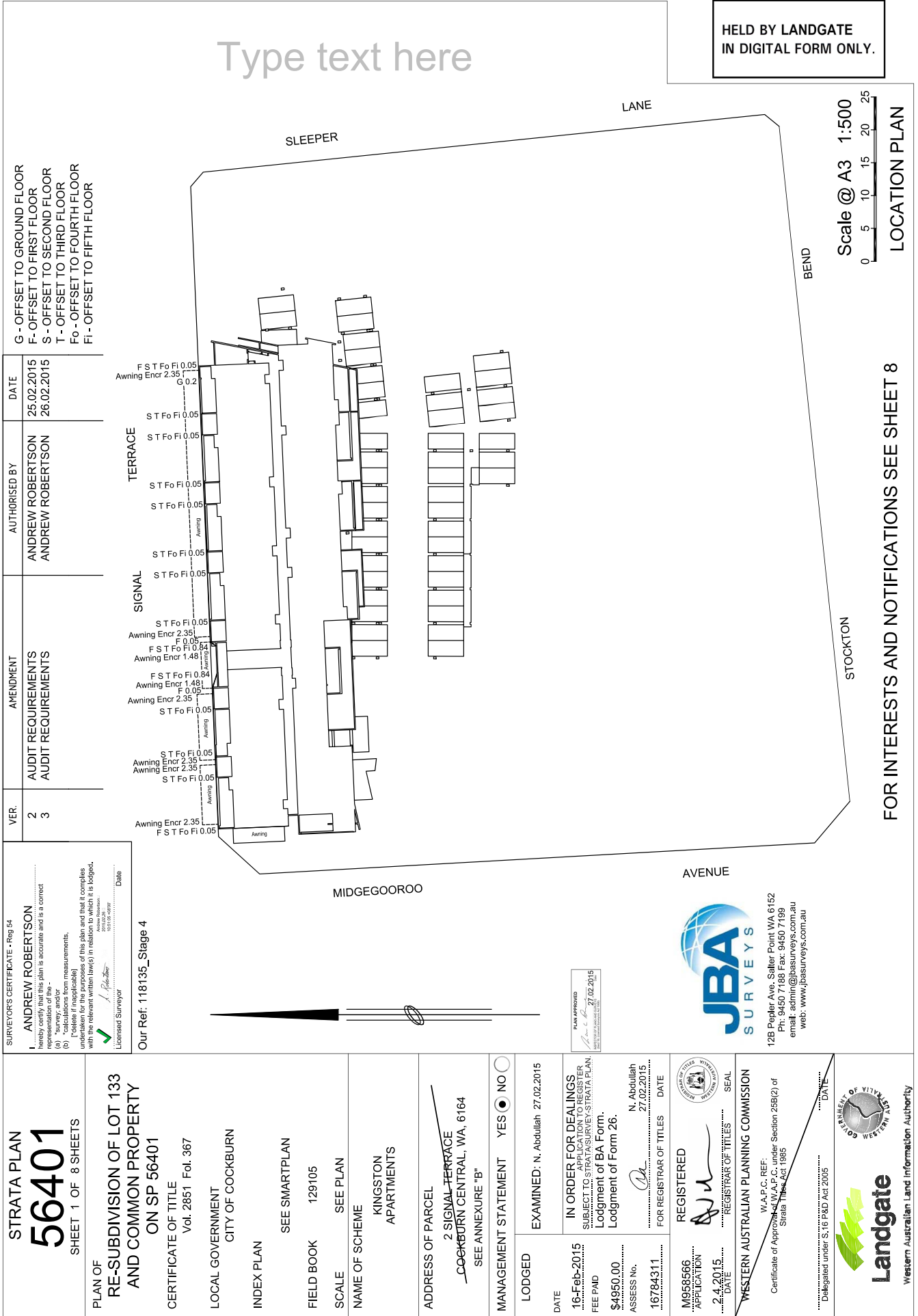
STATEMENTS:

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: SP56401
PREVIOUS TITLE: 2704-965
PROPERTY STREET ADDRESS: UNIT 10 1 STOCKTON BEND, COCKBURN CENTRAL.
LOCAL GOVERNMENT AUTHORITY: CITY OF COCKBURN

Type text here

HELD BY LANDGATE
IN DIGITAL FORM ONLY.



G - OFFSET TO GROUND FLOOR
F - OFFSET TO FIRST FLOOR
S - OFFSET TO SECOND FLOOR
T - OFFSET TO THIRD FLOOR
Fo - OFFSET TO FOURTH FLOOR
Fi - OFFSET TO FIFTH FLOOR

VER.	AMENDMENT	AUTHORISED BY	DATE
2	AUDIT REQUIREMENTS	ANDREW ROBERTSON	25.02.2015
3	AUDIT REQUIREMENTS	ANDREW ROBERTSON	26.02.2015

SURVEYOR'S CERTIFICATE - Reg 54
ANDREW ROBERTSON
 I hereby certify that this plan is accurate and is as correct as the data available to me.
 (a) "survey" and/or "calculations from measurements."
 (b) "delete if inapplicable"
 I declare that I have read and understand the provisions of the relevant written law(s) in relation to which it certifies.
 Andrew Robertson
 181135-04789
 Licensed Surveyor
 Date

Our Ref: 118135_Stage 4

STRATA PLAN 56401 SHEET 1 OF 8 SHEETS		RE-SUBDIVISION OF LOT 133 AND COMMON PROPERTY ON SP 56401 CERTIFICATE OF TITLE Vol. 2851 Fol. 367 LOCAL GOVERNMENT CITY OF COCKBURN INDEX PLAN SEE SMARTPLAN FIELD BOOK 129105 SCALE SEE PLAN NAME OF SCHEME KINGSTON APARTMENTS		ADDRESS OF PARCEL 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164 SEE ANNEXURE "B"		MANAGEMENT STATEMENT YES <input checked="" type="radio"/> NO <input type="radio"/> EXAMINED: N. Abdullah 27.02.2015	
LOGGED DATE 16-Feb-2015 FEE PAID \$4950.00 ASSESS No. 16784311		IN ORDER FOR DEALINGS SUBJECT TO STRATA SURVEY STRATA PLAN Lodgment of BA Form. Lodgment of Form 26.		REGISTERED FOR REGISTRAR OF TITLES DATE N. Abdullah 27.02.2015		REGISTERED FOR REGISTRAR OF TITLES SEAL WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval W.A.P.C. under Section 25B(2) of Strata Titles Act 1985	
M958566 APPLICATION DATE 24.2015		WESTERN AUSTRALIAN PLANNING COMMISSION		Delegated under S.16 P&D Act 2005		Landgate Western Australian Land Information Authority	

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 8

STRATA PLAN

56401

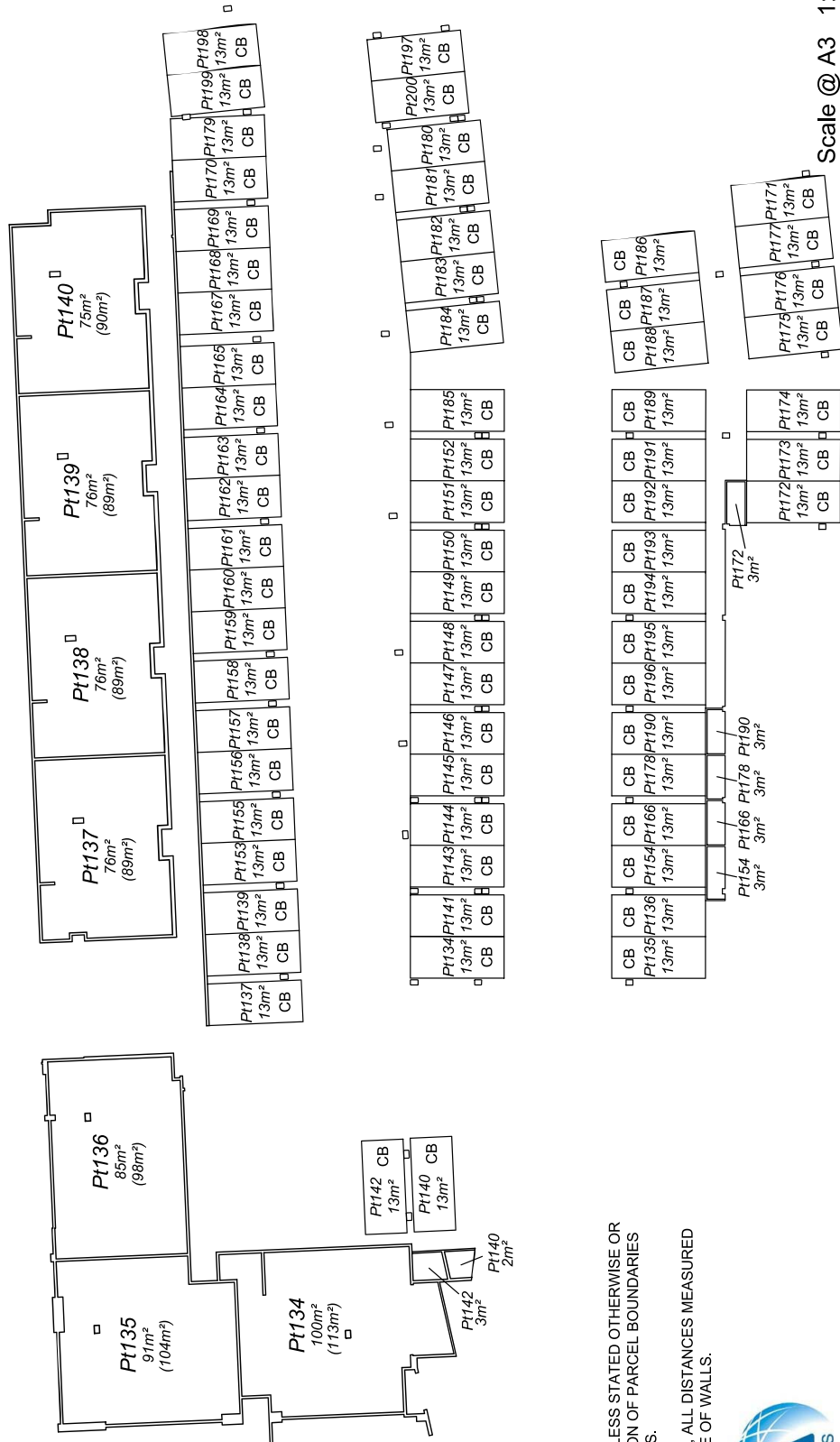
SHEET 2 OF 8 SHEETS

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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED CARBAY (CB), EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 8
FOR OTHER PARTS OF LOTS 141 - 152 SEE SHEET 3
FOR OTHER PARTS OF LOTS 153 - 164 SEE SHEET 4
FOR OTHER PARTS OF LOTS 165 - 176 SEE SHEET 5
FOR OTHER PARTS OF LOTS 177 - 188 SEE SHEET 6
FOR OTHER PARTS OF LOTS 189 - 200 SEE SHEET 7



ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.
WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.



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email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

CB = CARBAY
ALL CARBAYS ARE 2.4m x 5.4m UNLESS SHOWN OTHERWISE

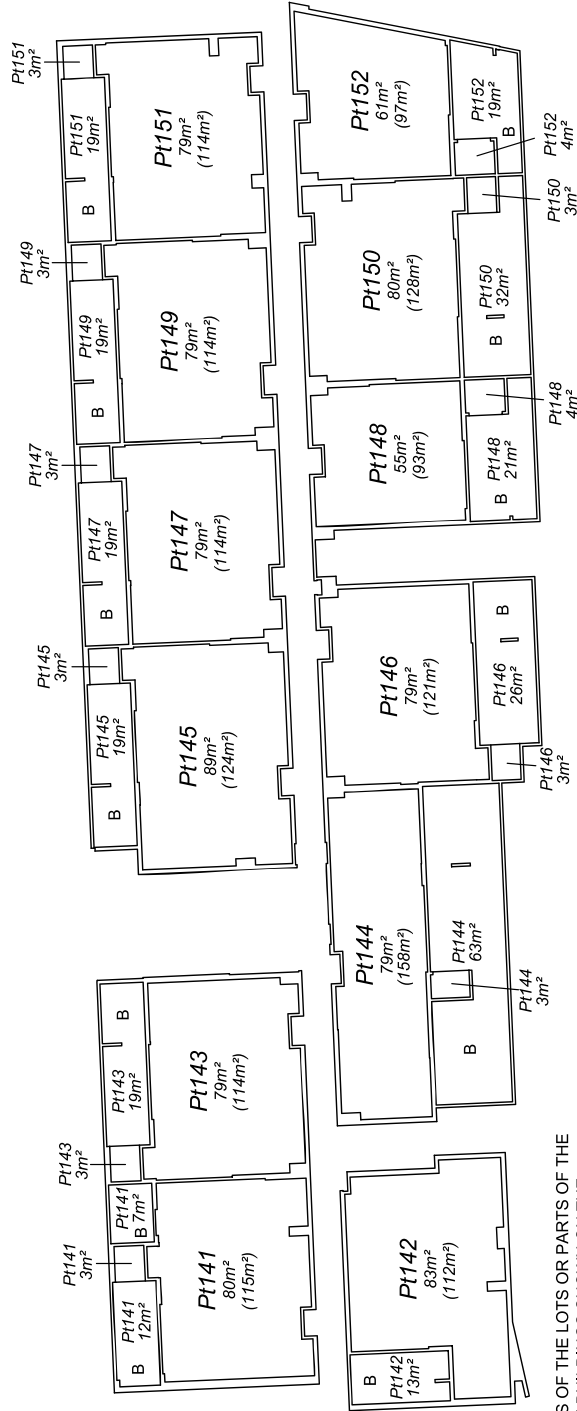
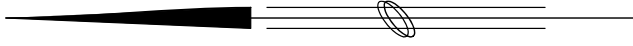
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0 1 2 3 4 5 10 15 20
GROUND FLOOR PLAN
Our Ref: 118135

STRATA PLAN

56401

SHEET 3 OF 8 SHEETS

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 8
FOR OTHER PARTS OF LOTS 141 - 152 SEE SHEET 2



THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

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THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY



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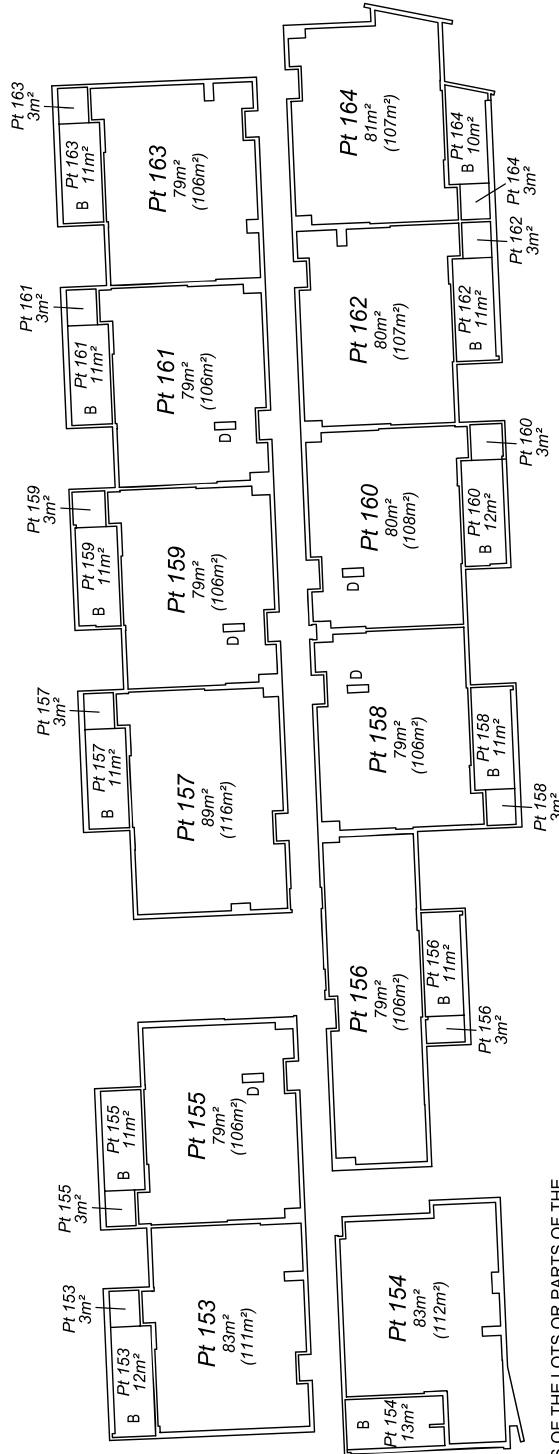
Scale @ A3 1:250
0 1 2 3 4 5 10 15 20
FIRST FLOOR PLAN
Our Ref: 118135

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 153 - 164 SEE SHEET 2

STRATA PLAN

56401

SHEET 4 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

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WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY
D = DUCT



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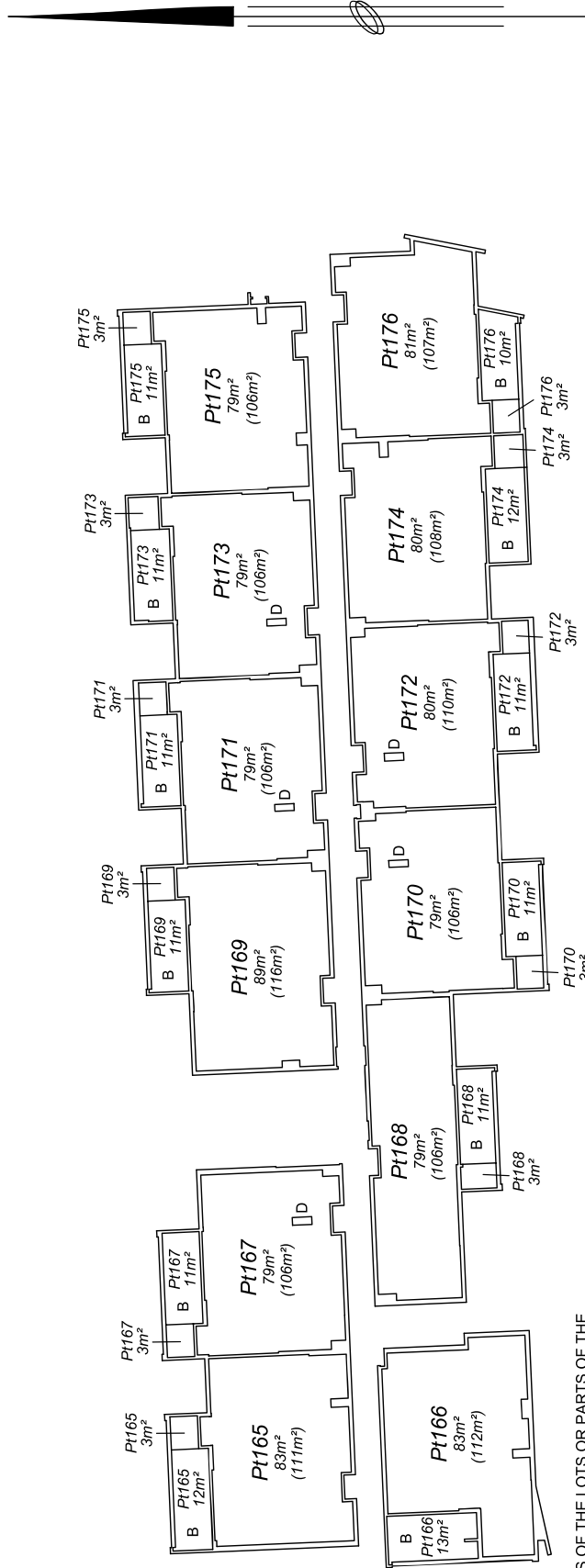


SECOND FLOOR PLAN

Our Ref: 118135

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 8
FOR OTHER PARTS OF LOTS 165 - 176 SEE SHEET 2

STRATA PLAN
56401
SHEET 5 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

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ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY



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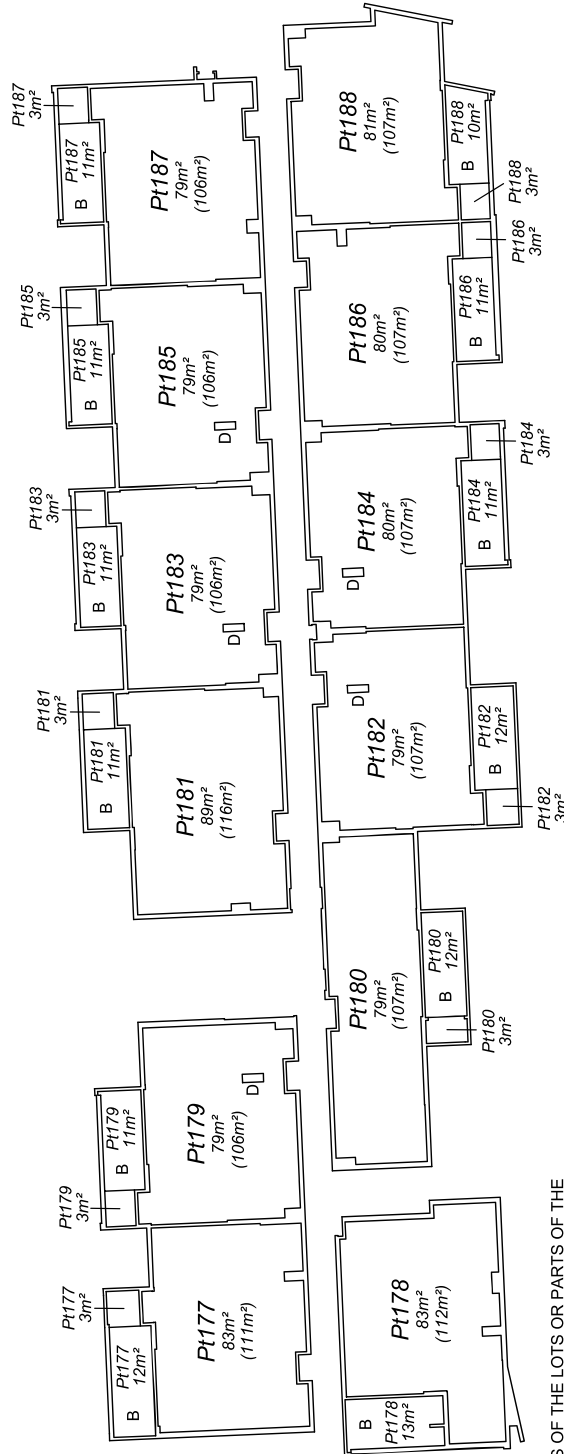
Scale @ A3 1:250
0 1 2 3 4 5 10 15 20
THIRD FLOOR PLAN
Our Ref: 118135

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 8
FOR OTHER PARTS OF LOTS 177 - 188 SEE SHEET 2

STRATA PLAN

56401

SHEET 6 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

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ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY



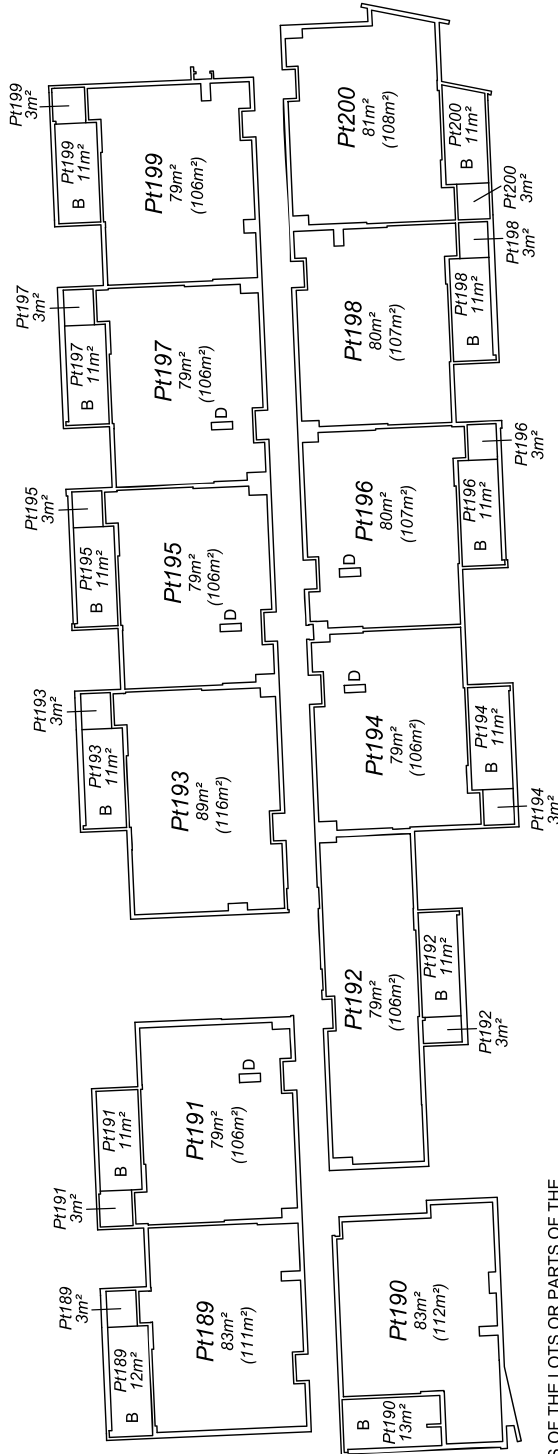
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FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 189 - 200 SEE SHEET 2

STRATA PLAN
56401

SHEET 7 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

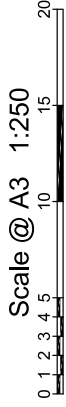
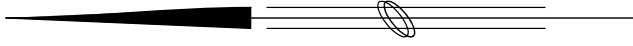
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WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY



FIFTH FLOOR PLAN

Our Ref. 118135



12B Pepler Ave, Salter Point WA 6152
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email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

STRATA PLAN

56401

SHEET 8 OF 8 SHEETS

INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS



12B Pepler Ave. Salter Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

Our Ref: 118135

FORM 3

STRATA PLAN No. 56401							
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	100	2812	- 701	28	103	2812	- 728
2	100	2812	- 702	29	103	2812	- 729
3	77	2812	- 703	30	103	2812	- 730
4	100	2812	- 704	31	103	2812	- 731
5	100	2812	- 705	32	103	2812	- 732
6	100	2812	- 706	33	103	2812	- 733
7	100	2812	- 707	34	81	2812	- 734
8	106	2812	- 708	35	103	2812	- 735
9	101	2812	- 709	36	109	2812	- 736
10	106	2812	- 710	37	112	2812	- 737
11	101	2812	- 711	38	107	2812	- 738
12	106	2812	- 712	39	112	2812	- 739
13	80	2812	- 713	40	107	2812	- 740
14	106	2812	- 714	41	107	2812	- 741
15	101	2812	- 715	42	107	2812	- 742
16	106	2812	- 716	43	107	2812	- 743
17	101	2812	- 717	44	107	2812	- 744
18	106	2812	- 718	45	107	2812	- 745
19	101	2812	- 719	46	112	2812	- 746
20	83	2812	- 720	47	83	2812	- 747
21	101	2812	- 721	48	NOW RESUBDIVIDED		
22	107	2812	- 722	49	95	2826	- 501
23	103	2812	- 723	50	103	2826	- 502
24	103	2812	- 724	51	103	2826	- 503
25	103	2812	- 725	52	100	2826	- 504
26	103	2812	- 726	53	77	2826	- 505
27	81	2812	- 727	54	100	2826	- 506

Continued Overleaf

FORM 3

STRATA PLAN No. 56401							
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	100	2826	- 507	82	103	2826	- 533
56	97	2826	- 508	83	109	2826	- 534
57	102	2826	- 509	84	102	2826	- 535
58	102	2826	- 510	85	106	2826	- 536
59	102	2826	- 511	86	106	2826	- 537
60	102	2826	- 512	87	102	2826	- 538
61	101	2826	- 513	88	106	2826	- 539
62	107	2826	- 514	89	106	2826	- 540
63	97	2826	- 515	90	106	2826	- 541
64	107	2826	- 516	91	106	2826	- 542
65	107	2826	- 517	92	106	2826	- 543
66	103	2826	- 518	93	NOW RESUBDIVIDED		
67	107	2826	- 519	94	127	2851	- 328
68	100	2826	- 520	95	78	2851	- 329
69	81	2826	- 521	96	78	2851	- 330
70	81	2826	- 522	97	97	2851	- 331
71	81	2826	- 523	98	97	2851	- 332
72	103	2826	- 524	99	97	2851	- 333
73	81	2826	- 525	100	78	2851	- 334
74	81	2826	- 526	101	81	2851	- 335
75	103	2826	- 527	102	81	2851	- 336
76	81	2826	- 528	103	103	2851	- 337
77	81	2826	- 529	104	103	2851	- 338
78	109	2826	- 530	105	103	2851	- 339
79	100	2826	- 531	106	103	2851	- 340
80	109	2826	- 532	107	103	2851	- 341
81	109	2826	- 533	108	103	2851	- 342

Continued Overleaf

FORM 3

STRATA PLAN No. 56401							
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	83	2851	- 343	136	105	2869	- 12
110	83	2851	- 344	137	95	2869	- 13
111	106	2851	- 345	138	95	2869	- 14
112	106	2851	- 346	139	95	2869	- 15
113	106	2851	- 347	140	95	2869	- 16
114	106	2851	- 348	141	99	2869	- 17
115	106	2851	- 349	142	99	2869	- 18
116	106	2851	- 350	143	99	2869	- 19
117	84	2851	- 351	144	106	2869	- 20
118	84	2851	- 352	145	106	2869	- 21
119	108	2851	- 353	146	99	2869	- 22
120	108	2851	- 354	147	99	2869	- 23
121	108	2851	- 355	148	78	2869	- 24
122	108	2851	- 356	149	99	2869	- 25
123	108	2851	- 357	150	99	2869	- 26
124	108	2851	- 358	151	99	2869	- 27
125	86	2851	- 359	152	80	2869	- 28
126	86	2851	- 360	153	102	2869	- 29
127	111	2851	- 361	154	102	2869	- 30
128	111	2851	- 362	155	102	2869	- 31
129	111	2851	- 363	156	102	2869	- 32
130	111	2851	- 364	157	108	2869	- 33
131	111	2851	- 365	158	102	2869	- 34
132	111	2851	- 366	159	102	2869	- 35
133	NOW RESUBDIVIDED			160	102	2869	- 36
134	124	2869	- 10	161	102	2869	- 37
135	114	2869	- 11	162	102	2869	- 38

Continued Overleaf

FORM 3

STRATA PLAN No. 56401							
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.
163	102	2869	- 39	190	109	2869	- 66
164	102	2869	- 40	191	109	2869	- 67
165	105	2869	- 41	192	109	2869	- 68
166	105	2869	- 42	193	114	2869	- 69
167	105	2869	- 43	194	109	2869	- 70
168	105	2869	- 44	195	109	2869	- 71
169	109	2869	- 45	196	109	2869	- 72
170	105	2869	- 46	197	109	2869	- 73
171	105	2869	- 47	198	109	2869	- 74
172	105	2869	- 48	199	109	2869	- 75
173	105	2869	- 49	200	109	2869	- 76
174	105	2869	- 50				
175	105	2869	- 51				
176	105	2869	- 52				
177	107	2869	- 53				
178	107	2869	- 54				
179	107	2869	- 55				
180	107	2869	- 56				
181	112	2869	- 57				
182	107	2869	- 58				
183	107	2869	- 59				
184	107	2869	- 60				
185	107	2869	- 61				
186	107	2869	- 62				
187	107	2869	- 63				
188	107	2869	- 64				
189	109	2869	- 65				

Continued Overleaf

STRATA PLAN No. 56401							
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.
				Aggregate	20,000		

DESCRIPTION OF PARCEL

60 Multi Storey Residential and 7 Commercial Concrete & Iron Units situated on Lot 800 on DP76995 and having an address of 2 Signal Terrace, Cockburn Central, WA, 6164 and the Re-subdivision of Lot 133 and Common Property on SP 56401.

CERTIFICATE OF LICENSED VALUER STRATA

I, **Darren Starceвич AAPI**....., 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.

04-Feb-2015
Date

Digitally signed by Darren Starceвич AAPI Licensed Valuer No. 44415 Date: 2014.03.10 09:17:18 +0800

Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 56401

DESCRIPTION OF PARCEL & BUILDING

60 Multi Storey Residential and 7 Commercial Concrete & Iron Units situated on Lot 800 on DP76995 and having an address of 2 Signal Terrace, Cockburn Central, WA, 6164 and the Re-subdivision of Lot 133 and Common Property on SP 56401

CERTIFICATE OF LICENSED SURVEYOR

I, Andrew Ian Robertson, 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*.~~

Andrew Robertson

Digitally signed by Andrew Robertson
DN: cn=Andrew Robertson, o=JBA Surveys, c=AU
Date: 2015.01.28 12:22:15 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable



Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Occupancy permit number
StratReg15/006

This form is for the purposes of the Building Act 2011, s.50 and the Strata Titles Act 1985, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Volume 2851	Folio 367
Lot on survey	133	Land being re-subdivided (if applicable)
Strata Plan Number	56401	
Property street address	Street number, Lot number, Street name, Suburb, Postcode 133/2 Signal Terrace COCKBURN CENTRAL WA 6164	
Description of building	Occupancy Permit - Strata application (Stage 4 - 6 storey building)	
BCA class of the building	Main BCA class CLASS 2	Secondary BCA class (if applicable) CLASS 6 CLASS 7A
Use/s of building	Apartments, Carport and Commercial Units	Each restriction on use (if applicable)

2. Permit details

1. This occupancy permit is for:

- Whole of building Part of building

Details

Concrete & Steel 6 Storey Apartment Block with Commercial Units and Carpark on the Ground Floor

2. Is Western Australian Planning Commission approval required? Yes No
3. All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
4. This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Mike Ward	Title Senior Building Surveyor
	Signature	Date 12/03/2015
Permit authority	City of Cockburn	

Building Commissioner - date approved: 09 Mar 2012 Building Act 2011

FORM 26

WAPC Ref. 1538-13

STRATA PLAN NO 56401

Strata Titles Act 1985

Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the Strata Titles Act 1985 to —

(i) the ~~Strata Plan~~ plan of re-subdivision/~~plan of consolidation~~ submitted on 27-Jan-15 and relating to the property described below;

~~(ii) the sketch submitted on of the proposed subdivision of the property described below into lots on a Strata Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below, subject to the following conditions —~~

Property Description: Lot (or Strata Plan) No. Lot 133 on SP 56401
Location 2 Signal Terrace
Locality Cockburn WA 6164
Local Government City of Cockburn

Lodged by: JBA Surveys
Date: 27-Jan-15

[Handwritten Signature]

For Chairman, Western Australian Planning Commission

25/03/2015
Date

(*To be deleted as appropriate.)

Delegated Under Section 16(3)(e) Planning & Development Act 2005

<p>STRATA PLAN 56401 SHEET 1 OF 9 SHEETS</p> <p>PLAN OF RE-SUBDIVISION OF LOT 93 AND COMMON PROPERTY ON SP 56401</p> <p>CERTIFICATE OF TITLE Vol. 2826 Fol. 545</p> <p>LOCAL GOVERNMENT CITY OF COCKBURN</p> <p>INDEX PLAN BG 34 (2) 13.05</p> <p>FIELD BOOK 125649</p> <p>SCALE SEE PLAN</p> <p>NAME OF SCHEME KINGSTON APARTMENTS</p> <p>ADDRESS OF PARCEL 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164</p>	<p>SURVEYOR'S CERTIFICATE - Reg 54</p> <p>ANDREW ROBERTSON I hereby certify that this plan is accurate and is a correct (a) "survey" and/or (b) "calculations from measurements." (c) "copies of this plan and that it complies with the relevant written laws) in relation to which it is lodged. Date 16.07.2014 Andrew Robertson 118135_Stage 3 Licensed Surveyor</p>	<p>VER. 2</p> <p>ADDED OFFSETS TO BUILDING AND FIELDBOOK NUMBER</p> <p>AUTHORISED BY ANDREW ROBERTSON</p> <p>DATE 16.07.2014</p>	<p>G - OFFSET TO GROUND FLOOR F - OFFSET TO FIRST FLOOR S - OFFSET TO SECOND FLOOR T - OFFSET TO THIRD FLOOR Fo - OFFSET TO FOURTH FLOOR Fi - OFFSET TO FIFTH FLOOR</p> <p>AWNING (A) LOCATED AT GROUND FLOOR RL 32.6m AHD</p> <p>AWNING (B) LOCATED AT GROUND FLOOR RL 33.3m AHD</p> <p>FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9</p>
<p>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</p>			
<p>HELD BY LANDGATE IN DIGITAL FORM ONLY.</p>			
<p>Scale @ A3 1:500</p> <p>LOCATION PLAN</p>			
<p>JBA SURVEYS</p> <p>12B Pepler Ave, Saller Point WA 6152 Ph: 9450 7188 Fax: 9450 7199 email: admin@jbasurveys.com.au web: www.jbasurveys.com.au</p>			
<p>MANAGEMENT STATEMENT YES <input checked="" type="radio"/> NO <input type="radio"/></p> <p>LOGGED CERTIFIED CORRECT N. Abdullah 28.07.2014</p> <p>DATE 14-Jun-2014 COR. FILE TRIM (21224-2010)</p> <p>FEE PAID \$3060.00 IN ORDER FOR DEALINGS</p> <p>ASSESS No. 15451630 SUBJECT TO Transfer or Disposition of Lot & Common Property Lodgement of B/L Plan.</p> <p>FOR REGISTRAR OF TITLES DATE 04.09.2014</p> <p>REGISTERED REGISTERAR OF TITLES SEAL</p> <p>WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF. Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985</p> <p>Delegated under S.16 F&D Act 2005 DATE</p>			



STRATA PLAN

56401

SHEET 2 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

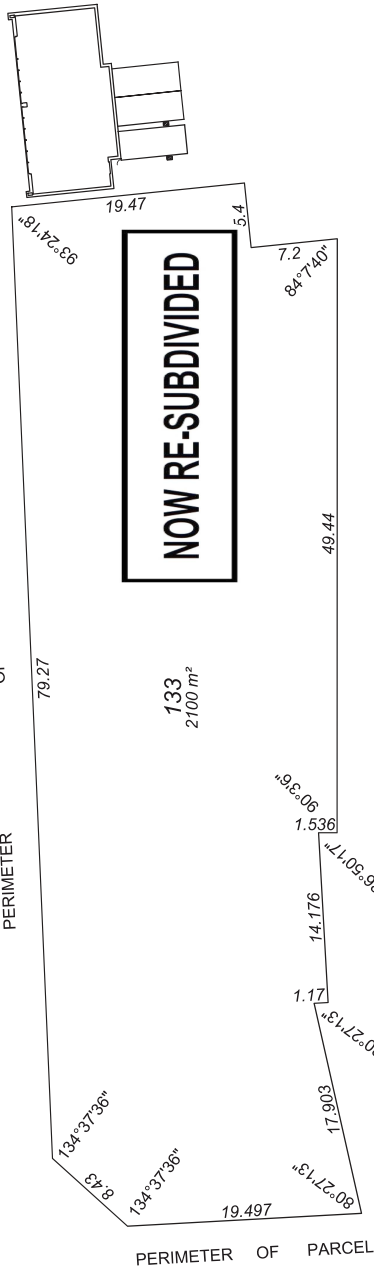
ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

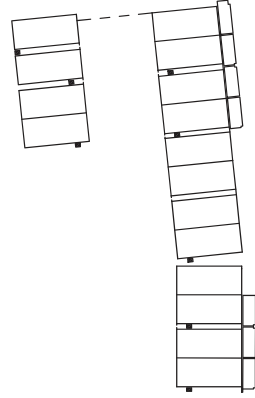
THE STRATUM OF LOT 133 EXTENDS BETWEEN 25 METRES (AHD) AND 55 METRES (AHD), EXCEPT WHERE COVERED.

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9

PERIMETER OF PARCEL



SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION



12B Pepler Ave, Saller Point WA 6152
 Ph: 9450 7188 Fax: 9450 7199
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 web: www.jbasurveys.com.au

Scale @ A3 1:400
 0 1 2 3 4 5 10 15 20
 GROUND FLOOR PLAN
 Our Ref: 118135

STRATA PLAN

56401

SHEET 3 OF 9 SHEETS

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 97 - 99 SEE SHEET 4

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED CARBAY (CB), EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

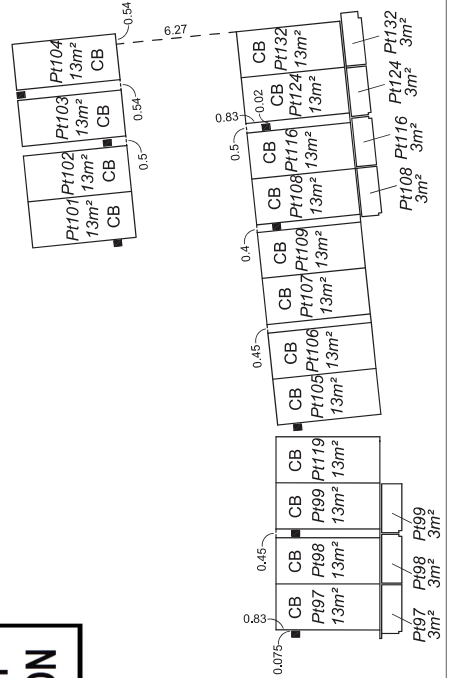
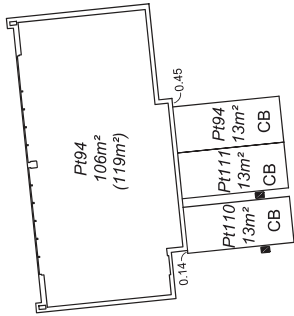
CB = CARBAY

ALL CARBAYS ARE 2.4m x 5.4m UNLESS SHOWN OTHERWISE

■ = COLUMN

ALL COLUMNS ARE COMMON PROPERTY

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



Scale @ A3 1:250
0 5 10 15 20 25

GROUND FLOOR PLAN

Our Ref: 118135



12B Pepler Ave, Saller Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

STRATA PLAN

56401

SHEET 4 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

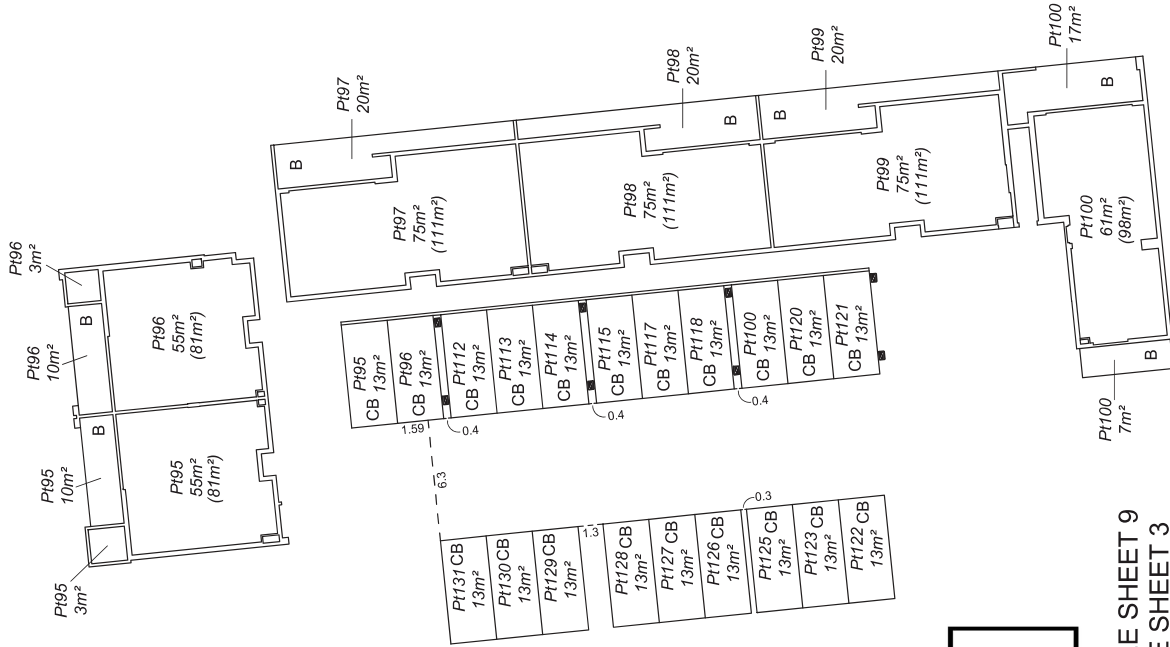
THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED CARBAY (CB), EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY
CB = CARBAY
ALL CARBAYS ARE 2.4m x 5.4m UNLESS SHOWN OTHERWISE
■ = COLUMN

ALL COLUMNS ARE COMMON PROPERTY



**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 97 - 99 SEE SHEET 3
FOR OTHER PARTS OF LOTS 112-115 SEE SHEET 6
FOR OTHER PARTS OF LOTS 117-123 SEE SHEET 7
FOR OTHER PARTS OF LOTS 125-131 SEE SHEET 8



12B Pepler Ave, Saller Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
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STRATA PLAN

56401

SHEET 5 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

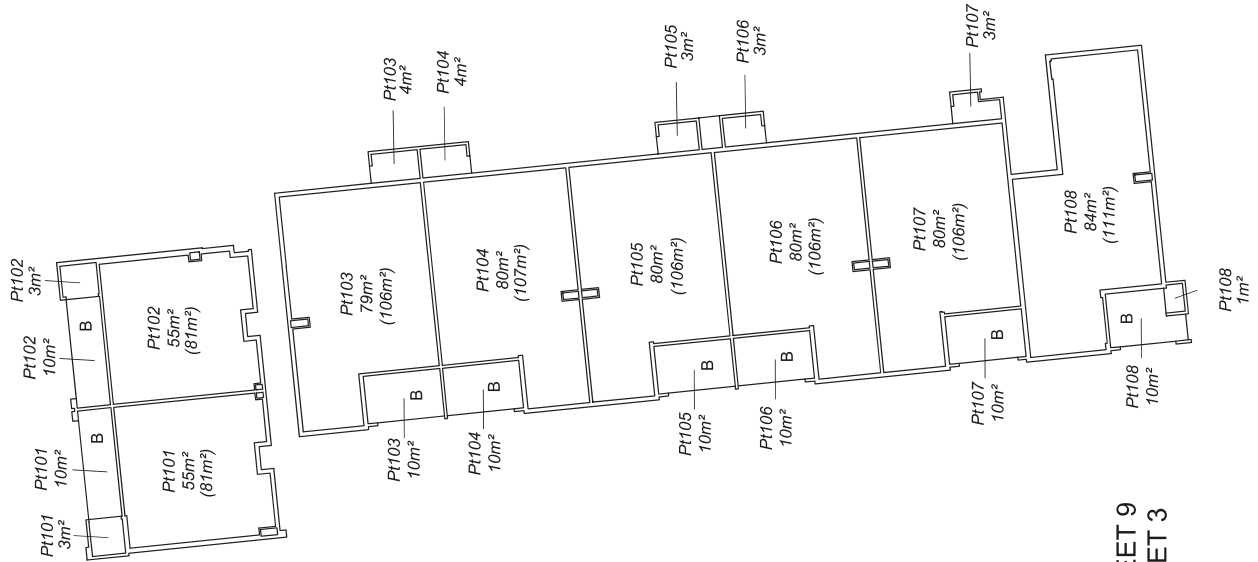
THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 101-108 SEE SHEET 3



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web: www.jbasurveys.com.au

Scale @ A3 1:250



SECOND FLOOR PLAN

Our Ref: 118135

STRATA PLAN

56401

SHEET 6 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

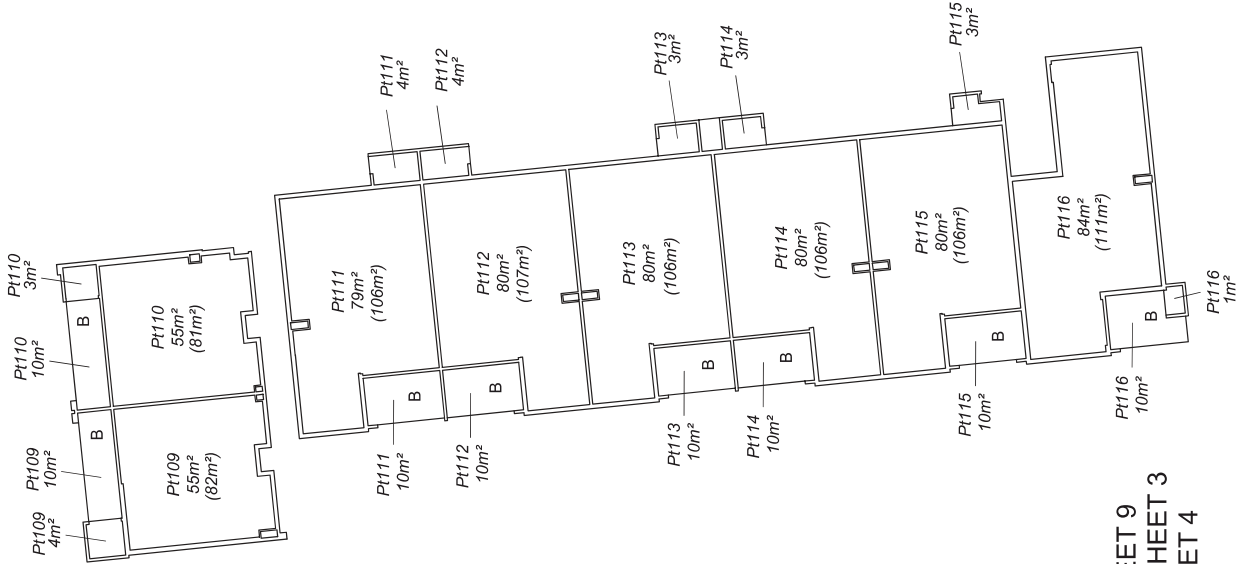
B = BALCONY

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 109-111 & 116 SEE SHEET 3
FOR OTHER PARTS OF LOTS 112-115 SEE SHEET 4



12B Pepler Ave, Saller Point WA 6152
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email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au



Scale @ A3 1:250



THIRD FLOOR PLAN

Our Ref: 118135

STRATA PLAN

56401

SHEET 7 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

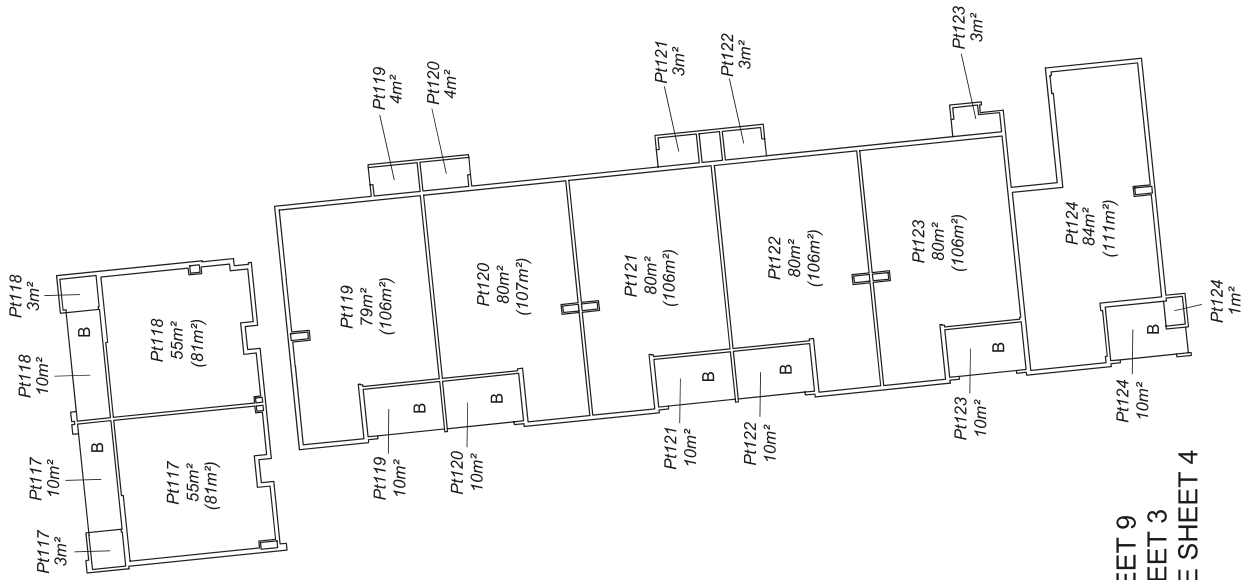
ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY

SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOTS 119 & 124 SEE SHEET 3
FOR OTHER PARTS OF LOTS 117, 118, & 120-123 SEE SHEET 4



Scale @ A3 1:250
0 5 10 15 20 25

FOURTH FLOOR PLAN
Our Ref. 118135



STRATA PLAN

56401

SHEET 8 OF 9 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)(a) OF THE STRATA TITLES ACT 1985.

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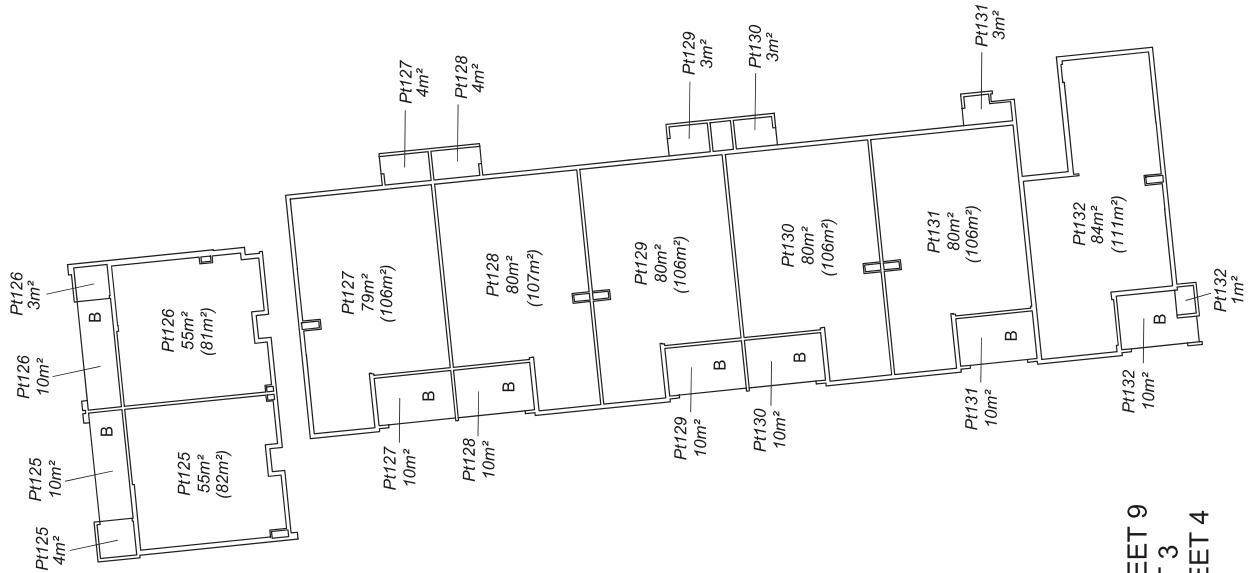
THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY

**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**



FOR INTERESTS AND NOTIFICATIONS SEE SHEET 9
FOR OTHER PARTS OF LOT 124 SEE SHEET 3
FOR OTHER PARTS OF LOTS 117-123 SEE SHEET 4



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STRATA PLAN

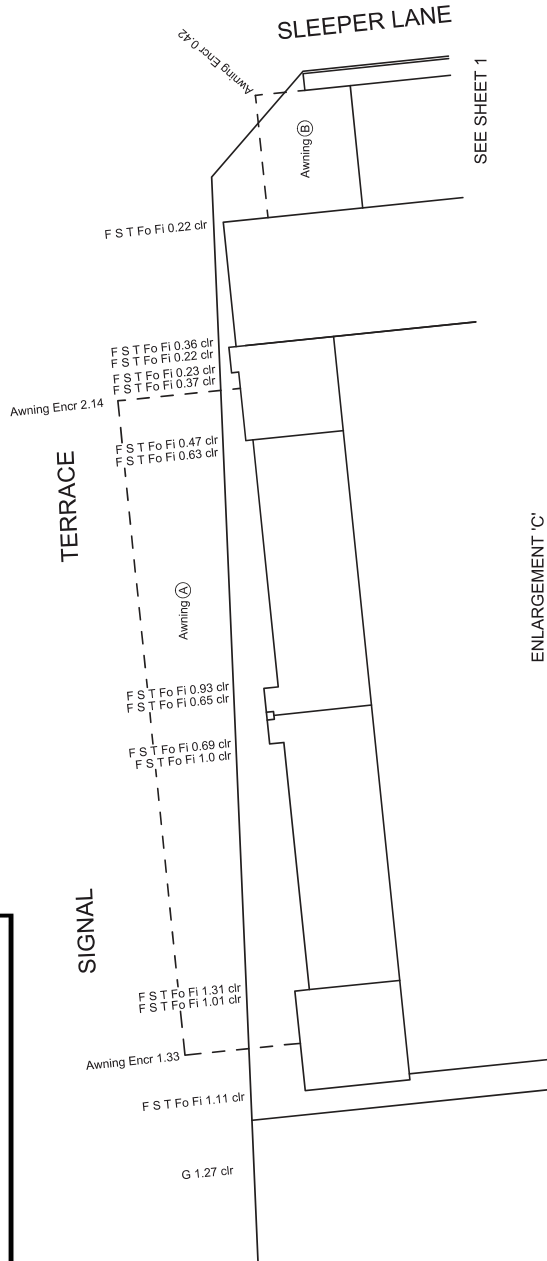
56401

SHEET 9 OF 9 SHEETS

INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS

**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**

LOCATION PLAN OFFSETS



SEE SHEET 1

ENLARGEMENT 'C'
NOT TO SCALE



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Our Ref: 118135

FORM 3

STRATA PLAN No. 56401							
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	100	2812	701	28	103	2812	728
2	100	2812	702	29	103	2812	729
3	77	2812	703	30	103	2812	730
4	100	2812	704	31	103	2812	731
5	100	2812	705	32	103	2812	732
6	100	2812	706	33	103	2812	733
7	100	2812	707	34	81	2812	734
8	106	2812	708	35	103	2812	735
9	101	2812	709	36	109	2812	736
10	106	2812	710	37	112	2812	737
11	101	2812	711	38	107	2812	738
12	106	2812	712	39	112	2812	739
13	80	2812	713	40	107	2812	740
14	106	2812	714	41	107	2812	741
15	101	2812	715	42	107	2812	742
16	106	2812	716	43	107	2812	743
17	101	2812	717	44	107	2812	744
18	106	2812	718	45	107	2812	745
19	101	2812	719	46	112	2812	746
20	83	2812	720	47	83	2812	747
21	101	2812	721	48	NOW RESUBDIVIDED		
22	107	2812	722	49	95	2826	501
23	103	2812	723	50	103	2826	502
24	103	2812	724	51	103	2826	503
25	103	2812	725	52	100	2826	504
26	103	2812	726	53	77	2826	505
27	81	2812	727	54	100	2826	506

Continued Overleaf

**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**

FORM 3

STRATA PLAN No. 56401							
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	100	2826	- 507	82	103	2826	- 534
56	97	2826	- 508	83	109	2826	- 535
57	102	2826	- 509	84	102	2826	- 536
58	102	2826	- 510	85	106	2826	- 537
59	102	2826	- 511	86	106	2826	- 538
60	102	2826	- 512	87	102	2826	- 539
61	101	2826	- 513	88	106	2826	- 540
62	107	2826	- 514	89	106	2826	- 541
63	97	2826	- 515	90	106	2826	- 542
64	107	2826	- 516	91	106	2826	- 543
65	107	2826	- 517	92	106	2826	- 544
66	103	2826	- 518	93	NOW RESUBDIVIDED		
67	107	2826	- 519	94	127	2851	- 328
68	100	2826	- 520	95	78	2851	- 329
69	81	2826	- 521	96	78	2851	- 330
70	81	2826	- 522	97	97	2851	- 331
71	81	2826	- 523	98	97	2851	- 332
72	103	2826	- 524	99	97	2851	- 333
73	81	2826	- 525	100	78	2851	- 334
74	81	2826	- 526	101	81	2851	- 335
75	103	2826	- 527	102	81	2851	- 336
76	81	2826	- 528	103	103	2851	- 337
77	81	2826	- 529	104	103	2851	- 338
78	109	2826	- 530	105	103	2851	- 339
79	100	2826	- 531	106	103	2851	- 340
80	109	2826	- 532	107	103	2851	- 341
81	109	2826	- 533	108	103	2851	- 342

Continued Overleaf

**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**

STRATA PLAN No. 56401									
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	83	2851	- 343						
110	83	2851	- 344						
111	106	2851	- 345						
112	106	2851	- 346						
113	106	2851	- 347						
114	106	2851	- 348						
115	106	2851	- 349						
116	106	2851	- 350						
117	84	2851	- 351						
118	84	2851	- 352						
119	108	2851	- 353						
120	108	2851	- 354						
121	108	2851	- 355						
122	108	2851	- 356						
123	108	2851	- 357						
124	108	2851	- 358						
125	86	2851	- 359						
126	86	2851	- 360						
127	111	2851	- 361						
128	111	2851	- 362						
129	111	2851	- 363	SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION					
130	111	2851	- 364						
131	111	2851	- 365						
132	111	2851	- 366						
133	6981	2851	- 367						

Continued Overleaf

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 56401

DESCRIPTION OF PARCEL & BUILDING

38 Multi Storey Residential and 1 Commercial Concrete & Iron Units, and 1 Vacant Lot situated on Lot 800 on DP76995 and having an address of 2 Signal Terrace, Cockburn Central, WA, 6164 and the Re-subdivision of Lot 93 and Common Property on SP 56401

CERTIFICATE OF LICENSED SURVEYOR

I, Andrew Ian Robertson, 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.

Signature valid
Andrew Robertson
Licensed Surveyor

Digitally signed by Andrew Robertson
DN: cn=Andrew Robertson, o=JBA Surveys, c=AU
Date: 2014.07.09 14:42:16 +08'00'

Date

*Delete if inapplicable

Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Occupancy permit number
StratReg14/026

This form is for the purposes of the Building Act 2011, s.50 and the Strata Titles Act 1985, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Volume 2826	Folio 545
Lot on survey	93	Land being re-subdivided (if applicable)
Strata Plan Number	56401	
Property street address	Street number, Lot number, Street name, Suburb, Postcode 10 Sleeper Lane COCKBURN CENTRAL WA 6164	
Description of building	6 Storey mixed use building, consisting of 38 residential apartments, 1 retail unit with associated parking and common areas	
BCA class of the building	Main BCA class Class 2, 5/6, 7a	Secondary BCA class (if applicable)
Use/s of building	Apartments/ Commercial	Each restriction on use (if applicable)


2. Permit details

1. This occupancy permit is for:

Whole of building Part of building

Details: 38 Apartment Units, 1 Commercial & Car Park - Stage 3

- Is Western Australian Planning Commission approval required? Yes No
- All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
- This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Alan Savage	Title Senior Building Surveyor
	Signature 	Date 18/08/2014
Permit authority	City of Cockburn	

Building Commissioner - date approved: 09 Mar 2012 *Building Act 2011*

FORM 26

WAPC Ref.

STRATA PLAN NO 56401

Strata Titles Act 1985

Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the Strata Titles Act 1985 to —

*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation submitted on 9-Jul-14 and relating to the property described below;

~~*(ii) the sketch submitted on of the proposed *subdivision of the property described below into lots on a Strata Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below, subject to the following conditions —~~


Property Description: Lot (or Strata Plan) No. Lot 93 on SP 56401 Location 2 Signal Terrace Locality Cockburn WA 6164 Local Government City of Cockburn

Lodged by: JBA Surveys Date: 9-Jul-14

(*To be deleted as appropriate.)



For Chairman, Western Australian Planning Commission

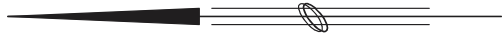
4/8/2014
Date 

Delegated Under Section 16(3)(e) Planning & Development Act 2005

<p>STRATA PLAN 56401 SHEET 1 OF 8 SHEETS</p>		<p>SURVEYORS CERTIFICATE - Reg 54 NOEL R WELLS I hereby certify that this plan is accurate and is a correct survey and/or calculations from measurements. (delete if inapplicable) with the relevant written laws in relation to which it is lodged. <i>Noel Wells</i> Licensed Surveyor Date</p>		<p>VER. AMENDMENT AUTHORISED BY DATE</p>		<p>G - OFFSET TO GROUND FLOOR F - OFFSET TO FIRST FLOOR S - OFFSET TO SECOND FLOOR T - OFFSET TO THIRD FLOOR</p>	
<p>PLAN OF RE-SUBDIVISION OF LOT 48 AND COMMON PROPERTY ON SP 56401</p>		<p>CERTIFICATE OF TITLE Vol 2812 Fol 748</p>		<p>FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8</p>		<p>TERRACE</p>	
<p>LOCAL GOVERNMENT CITY OF COCKBURN</p>		<p>INDEX PLAN BG 34 (2) 13.05</p>		<p>SIGNAL</p>		<p>SLEEPER</p>	
<p>FIELD BOOK</p>		<p>SCALE SEE PLAN</p>		<p>NAME OF SCHEME KINGSTON APARTMENTS</p>		<p>LANE</p>	
<p>ADDRESS OF PARCEL 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164</p>		<p>MANAGEMENT STATEMENT YES <input type="radio"/> NO <input checked="" type="radio"/></p>		<p>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</p>		<p>BEND</p>	
<p>LOGGED 20-Sep-13</p>		<p>CERTIFIED CORRECT 20-Sep-13</p>		<p>DATE 16-Sep-13</p>		<p>STOCKTON</p>	
<p>DATE 16-Sep-13</p>		<p>COR. FILE TRIM: 21224-2010 SG</p>		<p>IN ORDER FOR DEALINGS</p>		<p>0.124 FSI</p>	
<p>FEE PAID \$3410.00</p>		<p>SUBJECT TO transfer or disposition of common property. Prior approval DE76995, Lodgment of Form 26 & Form 7 or BA12 or 16; Consents required</p>		<p>ASSESS No. 13532851</p>		<p>on bdy G on bdy GFST on bdy G on bdy GFST on bdy G</p>	
<p>DATE 21.10.2013</p>		<p>FOR REGISTRAR OF TITLES DATE 15-Oct-13</p>		<p>REGISTERED</p>		<p>ROAD</p>	
<p>WESTERN AUSTRALIAN PLANNING COMMISSION</p>		<p>W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985</p>		<p>REGISTERAR OF TITLES SEAL</p>		<p>0.124 FSI</p>	
<p>Delegated under S. 16 P&D Act 2005</p>		<p>DATE</p>		<p>DATE</p>		<p>0.124 FSI</p>	

HELD BY LANDGATE IN DIGITAL FORM ONLY.

Scale @ A3 1:500
0 5 10 15 20 25
LOCATION PLAN



12B Pepler Ave, Saller Point WA 6152
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Western Australian Land Information Authority

STRATA PLAN

56401

SHEET 2 OF 8 SHEETS

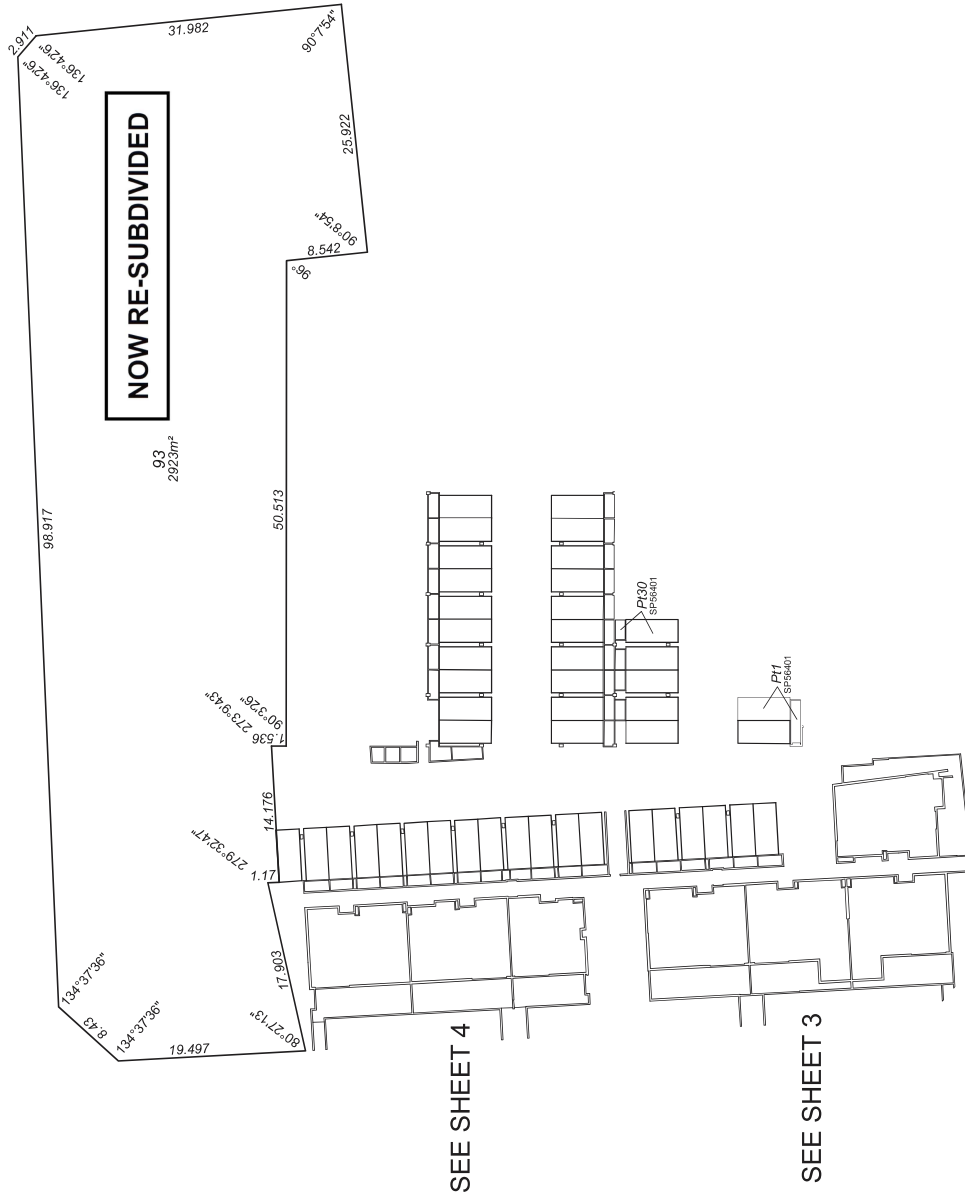
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF LOT 93 EXTENDS BETWEEN 25 METRES (AHD) AND 55 METRES (AHD), EXCEPT WHERE COVERED

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8



Scale @ A3 1:500
0 5 10 15 20 25

GROUND FLOOR PLAN

Our Ref. 118135



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STRATA PLAN

56401

SHEET 3 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED CARBAY (CB), EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED COURTYARDS (C) EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

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P = PROJECTION OF FACE OF WALL

C = COURTYARD

CB = CARBAY

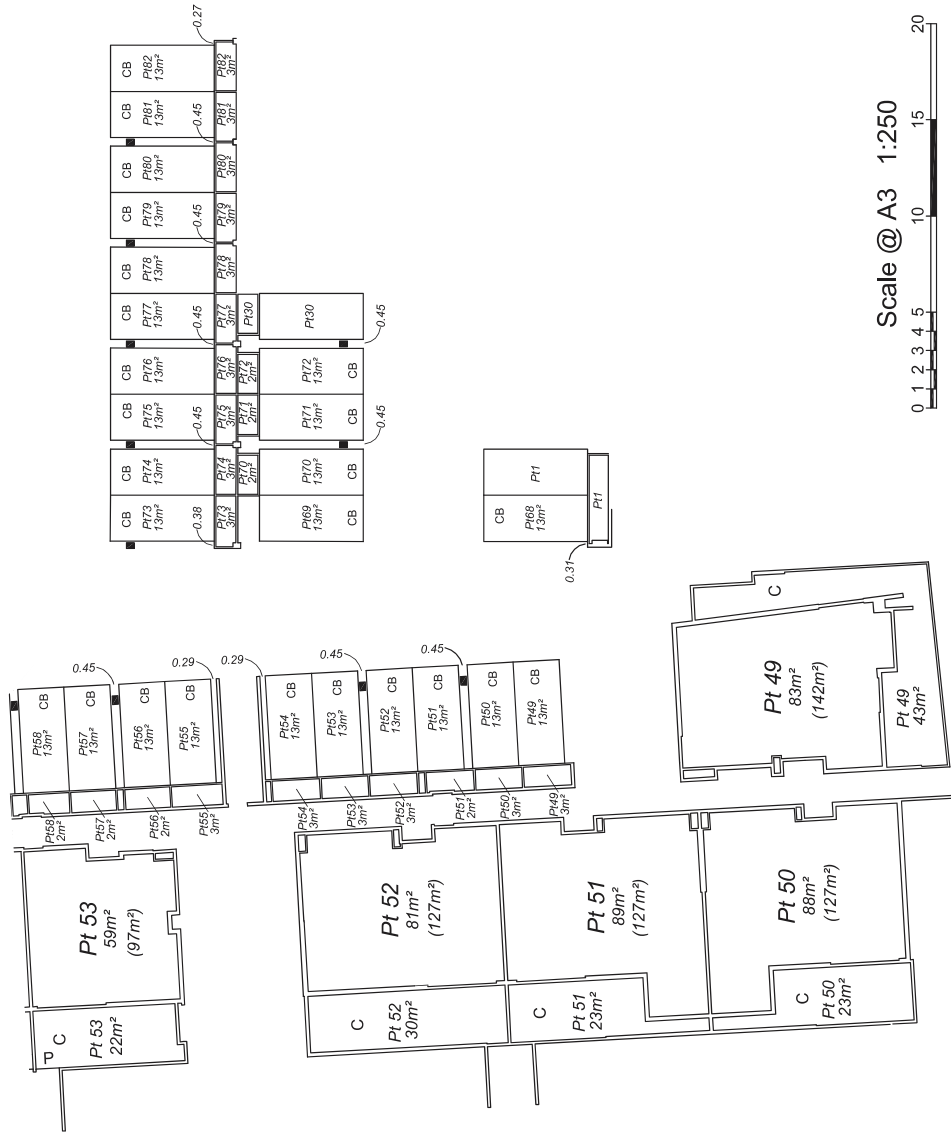
ALL CARBAYS ARE 2.4m x 5.4m UNLESS SHOWN OTHERWISE

■ = COLUMN

ALL COLUMNS ARE COMMON PROPERTY

FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8
 FOR OTHER PARTS OF LOTS 54 & 55 SEE SHEET 4
 FOR OTHER PARTS OF LOTS 56-58 SEE SHEET 5
 FOR OTHER PARTS OF LOT 68 SEE SHEETS 4 & 6
 FOR OTHER PARTS OF LOT 69 SEE SHEETS 4, 6 & 7
 FOR OTHER PARTS OF LOTS 70, 71, 73, 74, 76 & 77 SEE SHEETS 6 & 7
 FOR OTHER PARTS OF LOTS 72, 75 & 78-82 SEE SHEET 6

SEE SHEET 4



Scale @ A3 1:250



GROUND FLOOR PLAN

Our Ref. 118135



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STRATA PLAN
56401

SHEET 4 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

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THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED COURTYARDS (C) EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

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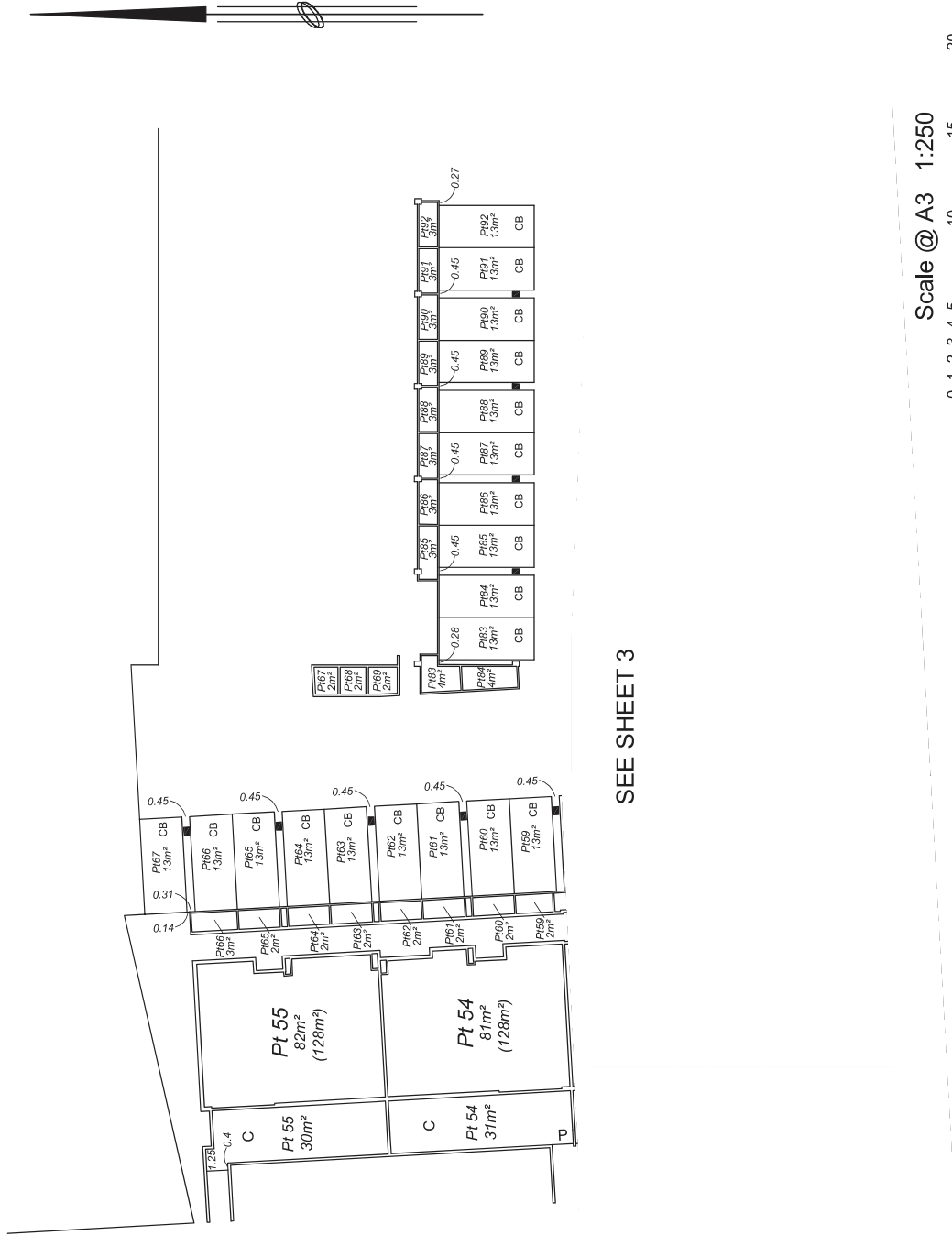
CB = CARBAY

ALL CARBAYS ARE 2.4m x 5.4m UNLESS SHOWN OTHERWISE

■ = COLUMN

ALL COLUMNS ARE COMMON PROPERTY

FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8
FOR OTHER PARTS OF LOTS 54 & 55 SEE SHEET 3
FOR OTHER PARTS OF LOTS 59-67 SEE SHEET 5
FOR OTHER PARTS OF LOT 68 SEE SHEETS 3 & 6
FOR OTHER PARTS OF LOT 69 SEE SHEETS 3, 6 & 7
FOR OTHER PARTS OF LOT 83 SEE SHEET 6
FOR OTHER PARTS OF LOTS 84-92 SEE SHEET 7



SEE SHEET 3

Scale @ A3 1:250



GROUND FLOOR PLAN

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STRATA PLAN

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SHEET 5 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PARTS OF THE LOTS WHICH ARE BALCONIES (B) AND COURTYARDS (C), 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 OF ITS PROLONGATION OF THE CEILING OF ITS RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED COURTYARDS (C) EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B)) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

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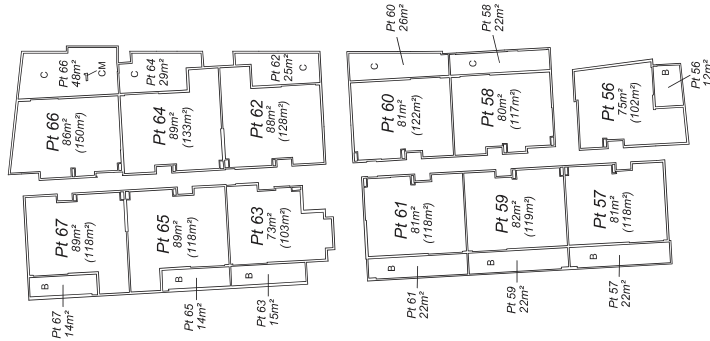
WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

C = COURTYARD
B = BALCONY
CM = COLUMN
ALL COLUMNS ARE COMMON PROPERTY



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FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8
FOR OTHER PARTS OF LOTS 56-58 SEE SHEET 3
FOR OTHER PARTS OF LOTS 59-67 SEE SHEET 4



Scale @ A3 1:500
0 5 10 15 20 25
FIRST FLOOR PLAN

Our Ref. 118135

STRATA PLAN

56401

SHEET 6 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

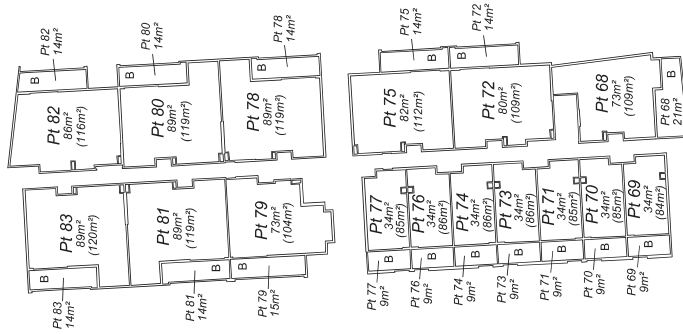
THE BOUNDARIES OF THE PARTS OF THE LOTS WHICH ARE BALCONIES (B) SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE PROLONGATION OF THE CEILING OF ITS RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = BALCONY



Scale @ A3 1:500



SECOND FLOOR PLAN

Our Ref. 118135

STRATA PLAN

56401

SHEET 7 OF 8 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)(a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PARTS OF THE LOTS WHICH ARE BALCONIES (B) SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE PROLONGATION OF THE CEILING OF ITS RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

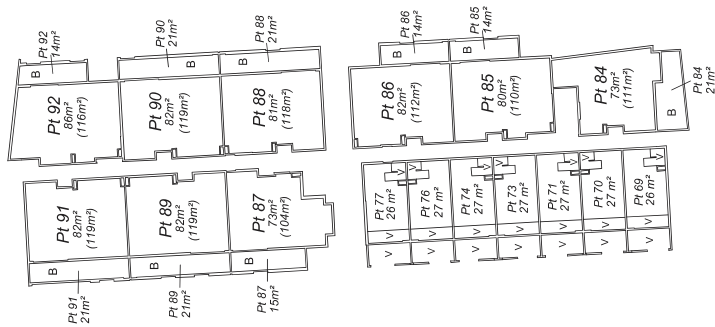
WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

V = VOID
B = BALCONY



12B Pepler Ave, Saller, Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

FOR INTERESTS AND NOTIFICATIONS, SEE SHEET 8
FOR OTHER PARTS OF LOT 69 SEE SHEETS 4 & 6
FOR OTHER PARTS OF LOTS 70-77 SEE SHEETS 3 & 6
FOR OTHER PARTS OF LOTS 84-92 SEE SHEET 4



Scale @ A3 1:500



THIRD FLOOR PLAN

Our Ref. 118135

STRATA PLAN

56401

SHEET 8 OF 8 SHEETS

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS



12B Pepler Ave, Saller, Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

Our Ref: 118135

FORM 3

STRATA PLAN No. 56401							
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	100	2812	701	28	103	2812	728
2	100	2812	702	29	103	2812	729
3	77	2812	703	30	103	2812	730
4	100	2812	704	31	103	2812	731
5	100	2812	705	32	103	2812	732
6	100	2812	706	33	103	2812	733
7	100	2812	707	34	81	2812	734
8	106	2812	708	35	103	2812	735
9	101	2812	709	36	109	2812	736
10	106	2812	710	37	112	2812	737
11	101	2812	711	38	107	2812	738
12	106	2812	712	39	112	2812	739
13	80	2812	713	40	107	2812	740
14	106	2812	714	41	107	2812	741
15	101	2812	715	42	107	2812	742
16	106	2812	716	43	107	2812	743
17	101	2812	717	44	107	2812	744
18	106	2812	718	45	107	2812	745
19	101	2812	719	46	112	2812	746
20	83	2812	720	47	83	2812	747
21	101	2812	721	48	NOW RESUBDIVIDED		
22	107	2812	722	49	95	2826	501
23	103	2812	723	50	103	2826	502
24	103	2812	724	51	103	2826	503
25	103	2812	725	52	100	2826	504
26	103	2812	726	53	77	2826	505
27	81	2812	727	54	100	2826	506

Continued Overleaf

**SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION**

FORM 3

STRATA PLAN No. 56401							
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	100	2826	- 507	82	103	2826	- 534
56	97	2826	- 508	83	109	2826	- 535
57	102	2826	- 509	84	102	2826	- 536
58	102	2826	- 510	85	106	2826	- 537
59	102	2826	- 511	86	106	2826	- 538
60	102	2826	- 512	87	102	2826	- 539
61	101	2826	- 513	88	106	2826	- 540
62	107	2826	- 514	89	106	2826	- 541
63	97	2826	- 515	90	106	2826	- 542
64	107	2826	- 516	91	106	2826	- 543
65	107	2826	- 517	92	106	2826	- 544
66	103	2826	- 518	93	10869	2826	- 545
67	107	2826	- 519				
68	100	2826	- 520	SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION			
69	81	2826	- 521				
70	81	2826	- 522				
71	81	2826	- 523				
72	103	2826	- 524				
73	81	2826	- 525				
74	81	2826	- 526				
75	103	2826	- 527				
76	81	2826	- 528				
77	81	2826	- 529				
78	109	2826	- 530				
79	100	2826	- 531				
80	109	2826	- 532				
81	109	2826	- 533				

Continued Overleaf

STRATA PLAN No. 56401							
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.
				Aggregate	20,000		

SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION

DESCRIPTION OF PARCEL AND BUILDING

91 Single & Multi Storey Concrete and Iron Residential Units and 1 Vacant Lot situated on Lot 800 on DP76995 and having an address of 2 Signal Terrace, Cockburn Central, WA, 6164 and the Re-subdivision of Lot 48 and common property on SP 56401.

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **Darren Starceвич AAPI**, 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.

12-Sep-2013
Date


 Digitally signed by Darren Starceвич AAPI Licensed Valuer
 No. 44415
 Date: 2013.09.12 14:05:13 +08'00'
 Signed



FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 56401

DESCRIPTION OF PARCEL & BUILDING


91 Single & Multi Storey Concrete and Iron Residential Units and 1 Vacant Lot situated on Lot 800 on DP76995 and having an address of 2 Signal Terrace, Cockburn Central, WA, 6164 and the Re-subdivision of Lot 48 and common property on SP 56401

CERTIFICATE OF LICENSED SURVEYOR

I,Noel Rodney Wells. , 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*.~~



 Digitally signed by Noel Wells, DN: cn=Noel Wells, o=JBA Surveys, c=AU, Date: 2013.09.11 10:55:23 +0800

.
 Licensed Surveyor Date

*Delete if inapplicable

Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Occupancy permit number
StratReg13/024

This form is for the purposes of the Building Act 2011, s.50 and the Strata Titles Act 1985, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Volume 2812	Folio 748
Lot on survey	48	Land being re-subdivided (if applicable)
Strata Plan Number	56401	
Property street address	Street number, Lot number, Street name, Suburb, Postcode 48/1 Stockton Bend COCKBURN CENTRAL WA 6164	
Description of building	Built Strata - Stage 2, 44 Apartments and Associated Carpark & Storage areas	
BCA class of the building	Main BCA class 2	Secondary BCA class (if applicable) 7a
Use/s of building	Residential Apartments, Carpark and Storage Areas	Each restriction on use (if applicable) This is not an approval to occupy the building in any way.

2. Permit details


1. This occupancy permit is for:

- Whole of building Part of building

Details

This Strata approval relates to Stage 2 only of the development as noted in the description of the building

2. Is Western Australian Planning Commission approval required? Yes No
3. All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
4. This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name John West	Title Manager, Building Services
	Signature 	Date 14/10/2013
Permit authority	City of Cockburn	

Building Commissioner - date approved: 09 Mar 2012 Building Act 2011

FORM 26

WAPC Ref. No. 307-13

STRATA PLAN No. 56401.....

STRATA TITLES ACT 1985
Sections 25(1), 25(4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN
PLANNING COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to –

~~*(i) the *Strata Plan/Plan of Re-Subdivision/Plan of Consolidation submitted on13-Sep-13..... and relating to the property described below;~~

~~*(ii) the sketch submitted on of the * proposed subdivision of the property described below into lots on a Strata Plan / Re-Subdivision/Consolidation of the lots on the Strata Plan described below, subject to the following conditions-~~

Property Description: Lot (or Strata Plan) No. Lot 800 on DP76995

Location 2 Signal Terrace

Locality Cockburn Central WA 6164

Local Government Cockburn

Lodged by: JBA Surveys

12b Pepler Avenue, Salter Point, WA, 6152

Date : 13-Sep-13

~~_____~~

For Chairman, Western Australian
Planning Commission

15/10/13
Date

(*To be deleted as appropriate)

<p>STRATA PLAN 56401 SHEET 1 OF 7 SHEETS</p> <p>PLAN OF LOT 800 ON DP76995</p> <p>CERTIFICATE OF TITLE Vol. Fol.</p> <p>LOCAL GOVERNMENT CITY OF COCKBURN</p> <p>INDEX PLAN BG 34 (2) 13.05</p> <p>FIELD BOOK</p> <p>SCALE SEE PLAN</p> <p>NAME OF SCHEME KINGSTON APARTMENTS</p> <p>ADDRESS OF PARCEL 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164</p>	<p>SURVEYORS CERTIFICATE - Reg 54</p> <p>NOEL R WELLS I hereby certify that this plan is accurate and is a correct representation of the (a) survey; and/or (b) calculations from measurements. I declare if inapplicable of this plan and that it complies with the relevant written laws in relation to which it is lodged.</p> <p><i>Noel Wells</i> Licensed Surveyor</p> <p>Date</p> <p>Our Ref: 118135</p>	<p>VER. 2 3 4</p> <p>AMENDMENT AUDIT REQUIREMENTS & AMENDED LOT 48 ADDED NOTIFICATION REDEFINITION AFTER ACQUISITION OF COMMON PROPERTY - SEE DOC. M415074</p> <p>AUTHORISED BY NOEL R WELLS NOEL R WELLS NOEL R WELLS</p> <p>DATE 18.2.2013 12.3.2013 5.9.2013</p> <p>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</p>	<p>WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS. OFFSETS TO ALL FLOORS UNLESS STATED OTHERWISE</p> <p>G - OFFSET TO GROUND FLOOR F - OFFSET TO FIRST FLOOR S - OFFSET TO SECOND FLOOR T - OFFSET TO THIRD FLOOR</p> <p>SCALE @A3 1:500 LOCATION PLAN</p> <p>FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7</p>
<p>STOCKTON</p> <p>JBA SURVEYS</p> <p>12B Pepler Ave, Salford Point WA 6152 Ph: 9450 7188 Fax: 9450 7199 email: admin@basurveys.com.au web: www.basurveys.com.au</p> <p>Landgate Western Australian Land Information Authority</p>			

HELD BY LANDGATE IN DIGITAL FORM ONLY.

<p>STRATA PLAN 56401 SHEET 1 OF 7 SHEETS</p> <p>PLAN OF LOT 8 ON DP 61382</p> <p>CERTIFICATE OF TITLE Vol. 2704 Fol. 965</p> <p>LOCAL GOVERNMENT CITY OF COCKBURN</p> <p>INDEX PLAN BG 34 (2) 13.05</p> <p>FIELD BOOK</p> <p>SCALE SEE PLAN</p> <p>NAME OF SCHEME KINGSTON APARTMENTS</p> <p>ADDRESS OF PARCEL 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164</p>	<p>Our Ref: 118135</p> <p>VER. 2 3</p> <p>AMENDMENT AUDIT REQUIREMENTS & AMENDED LOT 48 ADDED NOTIFICATION</p> <p>AUTHORISED BY NOEL R WELLS NOEL R WELLS</p> <p>DATE 18.2.2013 12.3.2013</p> <p>WHERE APPLICABLE ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS. OFFSETS TO ALL FLOORS UNLESS STATED OTHERWISE</p> <p>G - OFFSET TO GROUND FLOOR F - OFFSET TO FIRST FLOOR S - OFFSET TO SECOND FLOOR T - OFFSET TO THIRD FLOOR</p> <p>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</p>	<p>SURVEYOR'S CERTIFICATE - Reg 54</p> <p>I hereby certify that this plan is accurate and is a correct (a) survey; and/or (b) calculations from measurements. (delete if inapplicable)</p> <p><i>Noel R Wells</i> Noel R Wells Date: 18/02/2013 Licensed Surveyor</p>	<p>MANAGEMENT STATEMENT YES <input type="radio"/> NO <input checked="" type="radio"/></p> <p>LOGGED CERTIFIED CORRECT N. Abdullah 12-Mar-13</p> <p>DATE 13-Feb-13</p> <p>FEE PAID \$3410.00</p> <p>ASSESS No. 12189264</p> <p>M235788 REGISTERED</p> <p>APPLICATION DATE 9.4.2013</p> <p>REGISTRAR OF TITLES SEAL</p> <p>FORM 26 STRATA TITLES ACT 1985 SECTIONS 25(1), 25(4) & 25(5) AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN</p> <p>It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the Strata Titles Act 1985 in relation to the Strata Plan of Re-Subdivision Plan Registration submitted on and relating to the property described above.</p> <p>For Chairman, Western Australian Planning Commission DATE</p>
--	--	---	---

NORTH LAKE ROAD

SLEEPER

TERRACE

LANE

STOCKTON

BEND

SCALE @A3 1:500

LOCATION PLAN

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7

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



FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7

STRATA PLAN

56401

SHEET 2 OF 7 SHEETS

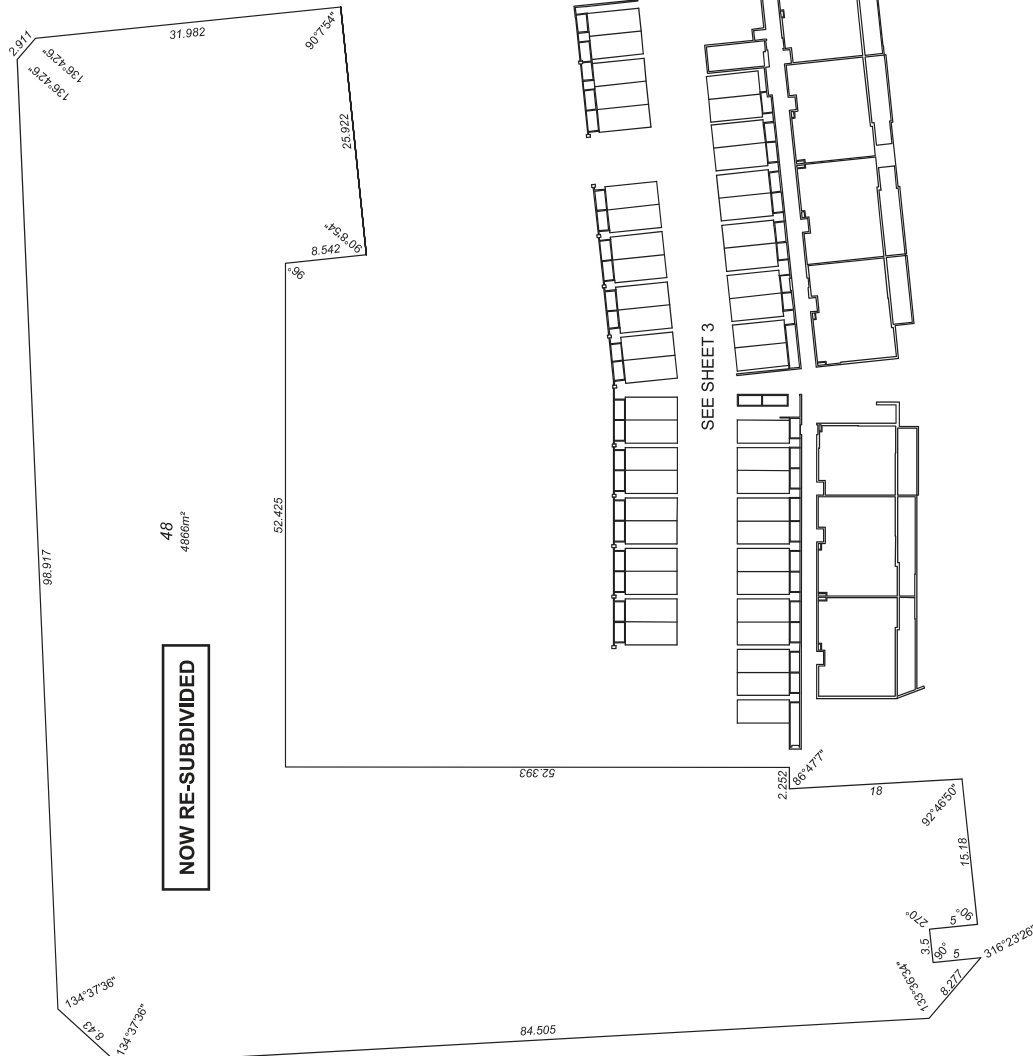
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF LOT 48 EXTENDS BETWEEN 25 METRES (AHD) AND 47.4 METRES (AHD), EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

OFW - OUTSIDE FACE OF WALL



SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION



12B Pepler Ave, Saller, Point WA 6152
 Ph: 9450 7188 Fax: 9450 7199
 email: admin@jbasurveys.com.au
 web: www.jbasurveys.com.au

SCALE @A3 1:500
 0 5 10 15 20 25
 GROUND FLOOR PLAN
 Our Ref. 118135

STRATA PLAN

56401

SHEET 3 OF 7 SHEETS

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7
 FOR OTHER PARTS OF LOTS 8 - 21 SEE SHEET 4
 FOR OTHER PARTS OF LOTS 22 - 35 SEE SHEET 5
 FOR OTHER PARTS OF LOTS 36 - 47 SEE SHEET 6

SEE FURTHER SHEET OF
 PLAN OF RE-SUBDIVISION

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED CARBAY (CB), EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

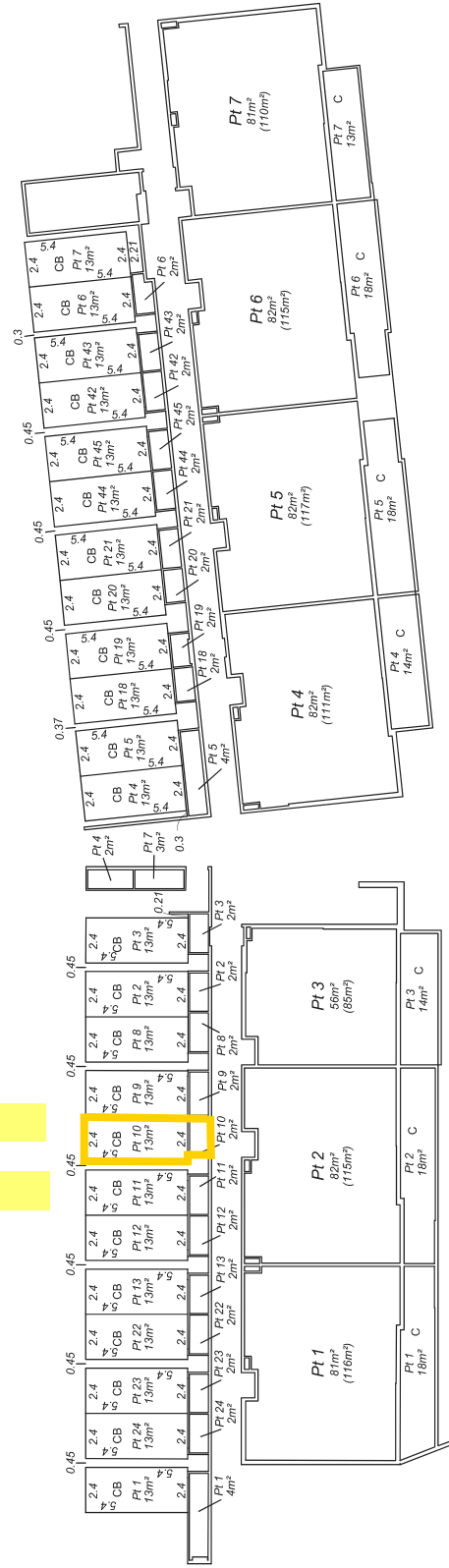
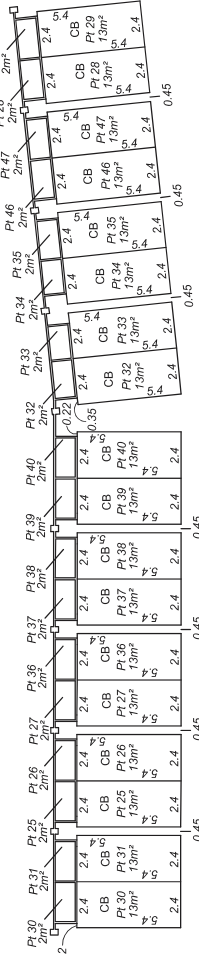
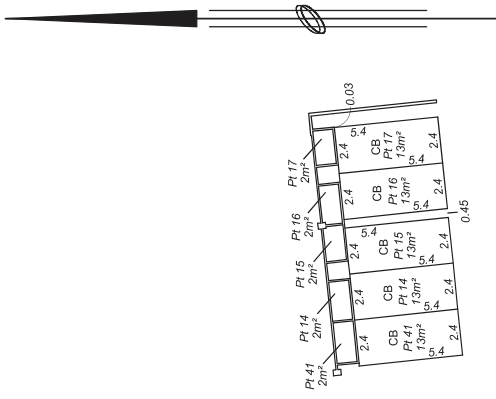
THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED COURTYARDS (C), EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

C = Courtyard

CB = Carbay



SCALE @A3 1:250



GROUND FLOOR PLAN

Our Ref. 118135



12B Pegler Ave, Salter Point WA 6152
 Ph: 9450 7188 Fax: 9450 7189
 email: admin@jbasurveys.com.au
 web: www.jbasurveys.com.au

STRATA PLAN

56401

SHEET 4 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)(a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PARTS OF THE LOTS WHICH ARE BALCONIES (B) AND COURTYARDS (C), SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE PROLONGATION OF THE CEILING OF ITS RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDING AND LABELLED BALCONY (B) EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDINGS AND LABELLED COURTYARDS (C), EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = Balcony

C = Courtyard

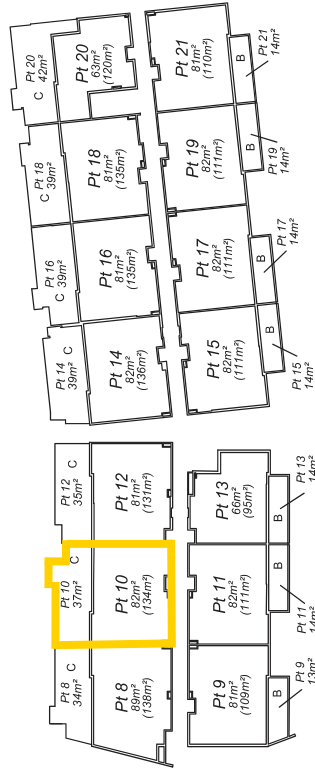


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FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7
FOR OTHER PARTS OF LOTS 8 - 21 SEE SHEETS 2 & 3

Attachment 1

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



SCALE @A3 1:500
0 5 10 15 20 25
FIRST FLOOR PLAN

Our Ref: 118135

STRATA PLAN

56401

SHEET 5 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)(a) OF THE STRATA TITLES ACT 1985.

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THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDING AND LABELLED BALCONY (B), EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

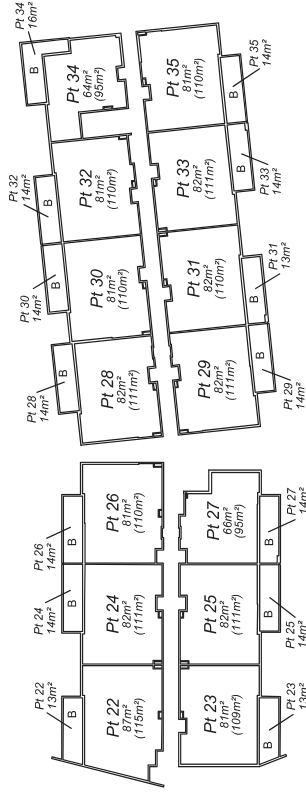
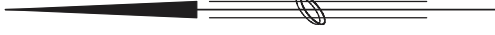
ALL ANGLES 90° UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = Balcony

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7
FOR OTHER PARTS OF LOTS 22 - 35 SEE SHEET 2 & 3

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



SCALE @A3 1:500

0 5 10 15 20 25

SECOND FLOOR PLAN

Our Ref. 118135



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STRATA PLAN

56401

SHEET 6 OF 7 SHEETS

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7
FOR OTHER PARTS OF LOTS 36 - 47 SEE SHEET 2 & 3

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PARTS OF THE LOTS WHICH ARE BALCONIES (B) SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE PROLONGATION OF THE CEILING OF ITS RESPECTIVE LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDING AND LABELLED BALCONY (B), EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

ALL ANGLES 90°, UNLESS STATED OTHERWISE OR AT THE INTERSECTION OF PARCEL BOUNDARIES AND/OR MONUMENTS.

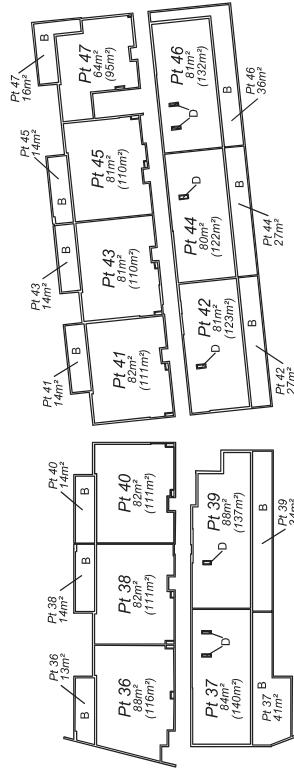
WHERE APPLICABLE, ALL DISTANCES MEASURED FROM OUTSIDE FACE OF WALLS.

B = Balcony

D = Duct

DUCTS AS SHOWN ON THE PLAN ARE COMMON PROPERTY

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



12B Pegler Ave, Saller, Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

SCALE @A3 1:500



THIRD FLOOR PLAN

Our Ref. 118135

STRATA PLAN

56401

SHEET 7 OF 7 SHEETS

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION	SEC 70A OF THE TLA	DOC. M235 89	ALL LOTS & COMMON PROPERTY		VICINITY OF TOWN CENTRE - NOISE IMPACT



12B Pepler Ave, Saller Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

Our Ref. 118135

FORM 3

STRATA PLAN No. 56401							
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	100	2812	- 701	28	103	2812	- 728
2	100	2812	- 702	29	103	2812	- 729
3	77	2812	- 703	30	103	2812	- 730
4	100	2812	- 704	31	103	2812	- 731
5	100	2812	- 705	32	103	2812	- 732
6	100	2812	- 706	33	103	2812	- 733
7	100	2812	- 707	34	81	2812	- 734
8	106	2812	- 708	35	103	2812	- 735
9	101	2812	- 709	36	109	2812	- 736
10	106	2812	- 710	37	112	2812	- 737
11	101	2812	- 711	38	107	2812	- 738
12	106	2812	- 712	39	112	2812	- 739
13	80	2812	- 713	40	107	2812	- 740
14	106	2812	- 714	41	107	2812	- 741
15	101	2812	- 715	42	107	2812	- 742
16	106	2812	- 716	43	107	2812	- 743
17	101	2812	- 717	44	107	2812	- 744
18	106	2812	- 718	45	107	2812	- 745
19	101	2812	- 719	46	112	2812	- 746
20	83	2812	- 720	47	83	2812	- 747
21	101	2812	- 721	48	15239	2812	- 748
22	107	2812	- 722	SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION			
23	103	2812	- 723				
24	103	2812	- 724				
25	103	2812	- 725				
26	103	2812	- 726				
27	81	2812	- 727				

Continued Overleaf

Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Occupancy permit number
StratReg13/003

This form is for the purposes of the Building Act 2011, s.50 and the Strata Titles Act 1985, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Volume 2704	Folio 965	DP 61382
Lot on survey	8	Land being re-subdivided (if applicable)	
Strata Plan Number	56401		
Property street address	Street number, Lot number, Street name, Suburb, Postcode 48/1 Stockton Bend COCKBURN CENTRAL WA 6164		
Description of building	Built Strata - Stage 1A, 47 Apartments and associated Carpark & Storage areas		
BCA class of the building	Main BCA class 2	Secondary BCA class (if applicable) 7a	
Use/s of building	Residential Apartments, Carpark and Storage Areas	Each restriction on use (if applicable) This is not an approval to occupy the building in any way.	

2. Permit details

1. This occupancy permit is for:

Whole of building Part of building

Details

This Strata approval relates to Stage 1A only of the development as noted in the description of the building.

- Is Western Australian Planning Commission approval required? Yes No
- All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
- This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name John West	Title Manager, Building Services
	Signature <i>John West - Delegate Authorized</i>	Date 05/04/2013
Permit authority	City of Cockburn	

Building Commissioner - date approved: 09 Mar 2012 Building Act 2011

FORM 26

WAPC Ref. No. 602-12

STRATA PLAN No. 56401

STRATA TITLES ACT 1985

Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the Strata Titles Act 1985 to --

(i) the *Strata Plan/Plan of Re-Subdivision/Plan of Consolidation submitted on and relating to the property described below;

~~(ii) the sketch submitted on of the * proposed subdivision of the property described below into lots on a Strata Plan / Re-Subdivision/Consolidation of the lots on the Strata Plan described below, subject to the following conditions~~

Property Description: Lot (or Strata Plan) No. 8 on DP 61382

Location 2 Signal Terrace

Locality Cockburn Central

Local Government City of Cockburn

Lodged by: JBA Surveys

PO Box 1032 Bentley DC WA 6983

Date: 14 February 2013



For Chairman, Western Australian Planning Commission

13/3/2013
Date

(*To be deleted as appropriate)

FORM 8

ANNEXURE 'A' OF STRATA PLAN NO. 56401													REGISTRAR OF TITLES					
SCHEDULE OF DEALINGS																		
Dealings registered or recorded on Strata Plan	Nature	Instrument				Registered	Signature of Registrar of Titles	Cancellation	Registered	Signature of Registrar of Titles	Instrument		Signature of Registrar of Titles					
		Nature	Number	Registered	Time						Nature	Number		Registered	Time			
LAND INCLUDED INTO THE COMMON PROPERTY	AMALGAMATION ORDER	M415074	26.9.2013	15.37														
STRATA PLAN 56401 LAND PARCEL NOW LOT 800 ON DEPOSITED PLAN 76995	APPLICATION	M415075	26.9.2013	15.37														
Re-subdivision of Strata Lot 48 into Strata Lots 49 to 93 (inclusive) and common property	Application	M438219	21.10.2013	16.16														
SUBDIVISION OF LOT 93 AND COMMON PROPERTY INTO LOTS 94 TO 133 (INCLUSIVE).	APPLICATION	M759013	04.09.2014	15.53														
RE-SUBDIVISION OF STRATA LOT 133 INTO STRATA LOTS 134 TO 200 (INCLUSIVE)	APPLICATION	M958566	2.4.2015	15.28														
SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS																		
SCHEDULE OF ENCUMBRANCES ETC.																		
Instrument	Nature	Number	Particulars	Registered	Signature of Registrar of Titles	Cancellation	Registered	Signature of Registrar of Titles	Instrument		Signature of Registrar of Titles							
									Nature	Number		Registered	Time					
1.	NOTIFICATION	M235789	CONTAINS FACTORS AFFECTING THE WITHIN LAND	9.4.2013														
2.	STATEMENT	M235787	MANAGEMENT STATEMENT	9.4.2013														
3.	NOTIFICATION	M424712	NOTIFICATION OF CHANGE OF BY-LAWS	8.10.13														
4.	NOTIFICATION	M735988	NOTIFICATION OF CHANGE OF BY-LAWS.	13.08.2014														
5.	NOTIFICATION	N100986	NOTIFICATION OF CHANGE OF BY-LAWS.	24.08.2015														
7.	NOTIFICATION	N545393	NOTIFICATION OF CHANGE OF BY-LAWS	2.2.2017														
6.	NOTIFICATION	N401037	NOTIFICATION OF CHANGE OF BY-LAWS	4.8.2017														
	NOTIFICATION	N690444	NOTIFICATION OF CHANGE OF BY-LAWS	7.8.2017														
	NOTIFICATION	N970447	NOTIFICATION OF CHANGE OF BY-LAWS	22.8.2018														
	Notification	O145275	Notification of Change of By-Laws	7.5.2019														
SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS																		

Note: Entries may be affected by subsequent endorsements.



Record of Strata Titles Scheme
Limitations, Interests, Encumbrances and Notifications

Approved Form 2020-27588
Version 3 - 1/07/2020

OFFICE USE ONLY		REGISTRAR OF TITLES			
ANNEXURE B		REGISTRAR OF TITLES			
STRATA PLAN		CANCELLATION			
56401					
Number	Particulars	Date recorded/ lodged/registered	Nature	Number	Registered
O530950	SCHEME BY-LAWS - FIRST CONSOLIDATION	21.10.2020			
0790618	AMENDMENT OF SCHEME NOTICE - THE ADDRESS FOR SERVICE OF NOTICE ON THE STRATA COMPANY IS NOW CARE OF IFRESH STRATA PO BOX 8664 PERTH BUSINESS CENTRE WA 6849	02/07/2021			

Strata Plan 56401

Lot	Certificate of Title	Lot Status	Part Lot
1	2812/701	Registered	
2	2812/702	Registered	
3	2812/703	Registered	
4	2812/704	Registered	
5	2812/705	Registered	
6	2812/706	Registered	
7	2812/707	Registered	
8	2812/708	Registered	
9	2812/709	Registered	
10	2812/710	Registered	
11	2812/711	Registered	
12	2812/712	Registered	
13	2812/713	Registered	
14	2812/714	Registered	
15	2812/715	Registered	
16	2812/716	Registered	
17	2812/717	Registered	
18	2812/718	Registered	
19	2812/719	Registered	
20	2812/720	Registered	
21	2812/721	Registered	
22	2812/722	Registered	
23	2812/723	Registered	
24	2812/724	Registered	
25	2812/725	Registered	
26	2812/726	Registered	
27	2812/727	Registered	
28	2812/728	Registered	
29	2812/729	Registered	
30	2812/730	Registered	
31	2812/731	Registered	
32	2812/732	Registered	
33	2812/733	Registered	
34	2812/734	Registered	
35	2812/735	Registered	
36	2812/736	Registered	
37	2812/737	Registered	
38	2812/738	Registered	
39	2812/739	Registered	
40	2812/740	Registered	
41	2812/741	Registered	
42	2812/742	Registered	
43	2812/743	Registered	
44	2812/744	Registered	
45	2812/745	Registered	

Strata Plan 56401

Lot	Certificate of Title	Lot Status	Part Lot
46	2812/746	Registered	
47	2812/747	Registered	
48	2812/748 (Cancelled)	Retired	
49	2826/501	Registered	
50	2826/502	Registered	
51	2826/503	Registered	
52	2826/504	Registered	
53	2826/505	Registered	
54	2826/506	Registered	
55	2826/507	Registered	
56	2826/508	Registered	
57	2826/509	Registered	
58	2826/510	Registered	
59	2826/511	Registered	
60	2826/512	Registered	
61	2826/513	Registered	
62	2826/514	Registered	
63	2826/515	Registered	
64	2826/516	Registered	
65	2826/517	Registered	
66	2826/518	Registered	
67	2826/519	Registered	
68	2826/520	Registered	
69	2826/521	Registered	
70	2826/522	Registered	
71	2826/523	Registered	
72	2826/524	Registered	
73	2826/525	Registered	
74	2826/526	Registered	
75	2826/527	Registered	
76	2826/528	Registered	
77	2826/529	Registered	
78	2826/530	Registered	
79	2826/531	Registered	
80	2826/532	Registered	
81	2826/533	Registered	
82	2826/534	Registered	
83	2826/535	Registered	
84	2826/536	Registered	
85	2826/537	Registered	
86	2826/538	Registered	
87	2826/539	Registered	
88	2826/540	Registered	
89	2826/541	Registered	
90	2826/542	Registered	

Strata Plan 56401

Lot	Certificate of Title	Lot Status	Part Lot
91	2826/543	Registered	
92	2826/544	Registered	
93	2826/545 (Cancelled)	Retired	
94	2851/328	Registered	
95	2851/329	Registered	
96	2851/330	Registered	
97	2851/331	Registered	
98	2851/332	Registered	
99	2851/333	Registered	
100	2851/334	Registered	
101	2851/335	Registered	
102	2851/336	Registered	
103	2851/337	Registered	
104	2851/338	Registered	
105	2851/339	Registered	
106	2851/340	Registered	
107	2851/341	Registered	
108	2851/342	Registered	
109	2851/343	Registered	
110	2851/344	Registered	
111	2851/345	Registered	
112	2851/346	Registered	
113	2851/347	Registered	
114	2851/348	Registered	
115	2851/349	Registered	
116	2851/350	Registered	
117	2851/351	Registered	
118	2851/352	Registered	
119	2851/353	Registered	
120	2851/354	Registered	
121	2851/355	Registered	
122	2851/356	Registered	
123	2851/357	Registered	
124	2851/358	Registered	
125	2851/359	Registered	
126	2851/360	Registered	
127	2851/361	Registered	
128	2851/362	Registered	
129	2851/363	Registered	
130	2851/364	Registered	
131	2851/365	Registered	
132	2851/366	Registered	
133	2851/367 (Cancelled)	Retired	
134	2869/10	Registered	
135	2869/11	Registered	

Strata Plan 56401

Lot	Certificate of Title	Lot Status	Part Lot
136	2869/12	Registered	
137	2869/13	Registered	
138	2869/14	Registered	
139	2869/15	Registered	
140	2869/16	Registered	
141	2869/17	Registered	
142	2869/18	Registered	
143	2869/19	Registered	
144	2869/20	Registered	
145	2869/21	Registered	
146	2869/22	Registered	
147	2869/23	Registered	
148	2869/24	Registered	
149	2869/25	Registered	
150	2869/26	Registered	
151	2869/27	Registered	
152	2869/28	Registered	
153	2869/29	Registered	
154	2869/30	Registered	
155	2869/31	Registered	
156	2869/32	Registered	
157	2869/33	Registered	
158	2869/34	Registered	
159	2869/35	Registered	
160	2869/36	Registered	
161	2869/37	Registered	
162	2869/38	Registered	
163	2869/39	Registered	
164	2869/40	Registered	
165	2869/41	Registered	
166	2869/42	Registered	
167	2869/43	Registered	
168	2869/44	Registered	
169	2869/45	Registered	
170	2869/46	Registered	
171	2869/47	Registered	
172	2869/48	Registered	
173	2869/49	Registered	
174	2869/50	Registered	
175	2869/51	Registered	
176	2869/52	Registered	
177	2869/53	Registered	
178	2869/54	Registered	
179	2869/55	Registered	
180	2869/56	Registered	



Strata Plan 56401

Lot	Certificate of Title	Lot Status	Part Lot
181	2869/57	Registered	
182	2869/58	Registered	
183	2869/59	Registered	
184	2869/60	Registered	
185	2869/61	Registered	
186	2869/62	Registered	
187	2869/63	Registered	
188	2869/64	Registered	
189	2869/65	Registered	
190	2869/66	Registered	
191	2869/67	Registered	
192	2869/68	Registered	
193	2869/69	Registered	
194	2869/70	Registered	
195	2869/71	Registered	
196	2869/72	Registered	
197	2869/73	Registered	
198	2869/74	Registered	
199	2869/75	Registered	
200	2869/76	Registered	

STRATA TITLES ACT 1985**SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

- (1) The owner of a lot must –
 - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
 - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[2. Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
- if the member dies or ceases to be an owner or co-owner of a lot; or
 - on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - if the member is removed from office under sub-by-law (8); or
 - if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

- The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - in writing, and furnished to the chairperson at the meeting; or
 - orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must –
- (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by –
- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and –
- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person –
 - (a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens –
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may –
- meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

- the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- the answering of communications addressed to the strata company; and
- the calling of nominations of candidates for election as members of the council; and
- subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include –

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[11-15. Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[5. Deleted by No. 30 of 2018 s. 103.]

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Annual General Meeting Minutes

For Strata SP 56401

2 Signal Terrace, Cockburn Central WA 6164

Held AT Time: 05:00 PM, on 17 July 2024

At, Venue: Cockburn Integrated Health: Community Room & Kitchen, 11 Wentworth Parade,
SUCCESS, WA, 6164

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 4	Matthew Wheeler	Electronic vote
Lot 11	James Anthony Dreckow	Owner present
Lot 12	Robert Bruce	Owner present
Lot 23	Warren Henry Leggett	Owner present (pre-voted)
Lot 38	Mark Raymond Wilson	Owner present
Lot 40	Gillian Morris	Electronic vote
Lot 43	Andrew Seale	Owner present
Lot 47	Allen James Wallace	Electronic vote
Lot 49	Cherie Geerlings	Electronic vote
Lot 50	Anne Elizabeth Cramer	Owner present
Lot 54	Cheng Lee	Electronic vote
Lot 59	Geoffrey Yeoman	Proxy present
Lot 71	Anna Wingell and Dale Wingell	Proxy present
Lot 92	Stephen Vincent Duffield	Owner present
Lot 99	Jeremy Golding and Qing Chen	Electronic vote
Lot 108	Harley John Lindquist-Webb	Owner present
Lot 121	Christopher John Pilbrow	Owner present
Lot 124	Timothy Keith Anstee	Owner present
Lot 130	Wai Ching Lee	Owner present
Lot 131	Minsung Han	Electronic vote
Lot 146	Lance Murray Wood	Owner present
Lot 151	Craig Boyd	Proxy present
Lot 154	Roberto Muller	Electronic vote
Lot 155	Rachel Massie	Owner present
Lot 157	Ali Hosseini	Electronic vote
Lot 168	James Bowman	Electronic vote
Lot 173	Shelley Maree Brown	Owner present
Lot 176	Anthony John Tomic	Owner present
Lot 180	Ross Green	Electronic vote
Lot 181	Natelle Pretorius	Owner present (pre-voted)

Additional Attendees

Joshua Gentili from Oakfield

Proxies

Lot 59	Geoffrey Yeoman	Proxy Name: Chairperson
Lot 71	Anna Wingell and Dale Wingell	Proxy Name: Anna Wingell
Lot 151	Craig Boyd and Elizabeth Mickle	Proxy Name: Craig Boyd

1. QUORUM

Of 181 financial lots 30 were present either in person or by proxy (including electronic vote). To achieve quorum 91 financial lots were required to be present.

As a quorum was not present, the meeting waited 30 minutes, after 30 minutes in accordance with Section 130 (4) Strata Titles Act 1985 the Strata Manager confirmed that those present at the meeting constituted a quorum and the meeting proceeded to business. The Meeting opened at **5:30PM**.

2. CHAIRPERSON

ORDINARY RESOLUTION

By ordinary resolution to appoint Joshua Gentili to chair the meeting.

Passed by Simple Majority

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

By ordinary resolution that the minutes of the previous Annual General Meeting are accepted as a true and correct record.

Passed by Simple Majority

4. FINANCIAL STATEMENTS & BALANCE SHEET

ORDINARY RESOLUTION

By ordinary resolution that the financial statements for the previous Annual Period 1st of May 2023 - 30th of April 2024 are accepted.

Closing Balance

Administration Fund	\$(31,495.18)
Reserve Fund	\$261,168.87

Residential

Administration Fund	\$46,134.78
Reserve Fund	\$0.00

Utility

Administration Fund	\$4,854.15
Reserve Fund	\$0.00

Consolidated

Administration Fund	\$19,493.75
Reserve Fund	\$261,168.87

Passed by Simple Majority

5. ELECTION OF COUNCIL OF OWNERS

5.1. NOMINATION FOR COUNCIL OF OWNERS

The chairperson received nominations from the floor and read out any nominations received prior to the meeting.

5.2. NUMBER OF COUNCIL OF OWNER MEMBERS

ORDINARY RESOLUTION

By ordinary resolution the number of COO members is to be 5.

Defeated by Simple Majority

By ordinary resolution the number of COO members is to be 7.

Passed by Simple Majority

COUNCIL OF OWNER ELECTION

Ballot not required.

Election of Council Members

Name	Lot	Outcome
Harley Lindquist-Webb	108	Self-elected
Donna Pilbrow	121	Elected, nominated by Christopher John Pilbrow to represent lot 121
Timothy Anstee	124	Self-elected
Wai Ching Lee	130	Self-elected
Craig Boyd	151	Self-elected
Anthony Brown*	173	Self-elected
Anthony Tomic	176	Self-elected

*Anthony Brown disclosed to the meeting that on occasion, he would appoint Shelley Brown, co-owner of lot 173 to be his proxy at future Council of Owner Meetings.

7. BUILDING INSURANCE

7.1. BUILDING INSURANCE

Details of the current building property insurance held by the Strata Company which have been provided within the table below and within the provided insurance schedule.

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU00060415 23	CHU Underwriting Agencies P/L	01 Apr 2025	Building Cover	\$106,325,500.00	\$5,000.00
			Catastrophe	Not Insured	
			Contents	\$1,063,255.00	
			Fidelity guarantee	\$250,000.00	
			Legal Expenses	\$50,000.00	\$1,000.00
			Loss of rent	\$15,948,825.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	\$100,000.00	\$1,000.00
			Office bearers liability	\$1,000,000.00	
			Public liability	\$30,000,000.00	
TOTAL PREMIUM: \$137,888.81					

7.2. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

By ordinary resolution that the Strata Manager will present quotations to the Council for review and instruction and that the Council of Owners has the authority to renew the policy based on the insurer's suggestion or the insurance valuation recommendation. If no instructions are received from the Council before the policy expires, Oakfield will proceed with renewing coverage with the current insurer to avoid any lapse in insurance for the Strata Company.

Passed by Simple Majority

8. BUDGET

IMPORTANT NOTE: The owners present agreed to accept the proposed levy increase for Kingston Apartments, citing several key factors.

Firstly, the Australian Consumer Price Index (CPI) has risen by 4.0% from May 2023 to May 2024, as reported by the Australian Bureau of Statistics in June 2024. This increase reflects higher operational expenses that necessitate adjustments to the levy contributions by owners. Additionally, several suppliers, including the building caretaker, have raised their base fees for the forthcoming financial year.

Moreover, there is a significant shortage of skilled tradesmen being experienced within the building industry. This shortage has resulted in higher costs and challenges in securing qualified trades for essential maintenance tasks.

The aging condition of the building also justifies this levy increase as to support future projects, such as repainting, re-tiling, re-decking, and lift replacements to the common areas which are all anticipated to occur over the next 15 years.

The levy increase intended to build early savings for these critical upgrades, ensuring financial preparedness and the building's long-term health.

8.1. ANNUAL EXPENDITURE BUDGET – NORMAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve to receive and accept the proposed Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$566,417.40
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Passed by Simple Majority

8.2. LEVY CONTRIBUTIONS – NORMAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Administrative Contribution:	\$612,007.00
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From	To	Due	Admin Fund	Per Lot Entitlement
01 May 2024	31 Jul 2024	01 May 2024	\$139,092.70	\$6.95
01 Aug 2024	31 Oct 2024	01 Aug 2024	\$139,092.70	\$6.95
01 Nov 2024	31 Jan 2025	01 Nov 2024	\$166,910.80	\$8.35
01 Feb 2025	30 Apr 2025	01 Feb 2025	\$166,910.80	\$8.35
01 May 2024	30 Apr 2025		\$612,007.00	\$30.60

And further that subsequent levies will be continued per table below on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Admin Fund	Per Lot Entitlement
01 May 2025	31 Jul 2025	01 May 2025	\$153,001.75	\$7.65
01 May 2025	31 Jul 2025		\$153,001.75	\$7.65

Please note that all figures are exclusive of GST.

Passed by Simple Majority

8.3. ANNUAL EXPENDITURE BUDGET – NORMAL RESERVE FUND

ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to receive and accept the proposed Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund:	\$361,000.00
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Defeated by Simple Majority

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund:	\$165,000.00
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Passed by Simple Majority

8.4. LEVY CONTRIBUTIONS – NORMAL RESERVE FUND

ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Reserve Fund:	\$27,500.00
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From	To	Due	Reserve Fund	Per Lot Entitlement
01 May 2024	31 Jul 2024	01 May 2024	\$6,250.11	\$0.31
01 Aug 2024	31 Oct 2024	01 Aug 2024	\$6,250.11	\$0.31
01 Nov 2024	31 Jan 2025	01 Nov 2024	\$7,499.89	\$0.37
01 Feb 2025	30 Apr 2025	01 Feb 2025	\$7,499.89	\$0.37
01 May 2024	30 Apr 2025		\$27,500.00	\$1.38

And further that subsequent levies will be continued per table below on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
01 May 2025	31 Jul 2025	01 May 2025	\$6,875.00	\$0.34
01 May 2025	31 Jul 2025		\$6,875.00	\$0.34

Please note that all figures are exclusive of GST.

Passed by Simple Majority

8.5. ANNUAL EXPENDITURE BUDGET – RESIDENTIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By Ordinary Resolution the Strata Company resolve by ordinary resolution to receive and accept the proposed Residential expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025.

Residential Fund:	\$73,000.00
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Passed by Simple Majority

8.6. LEVY CONTRIBUTIONS – RESIDENTIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year are as follows:

Residential Contribution:	\$68,798.00
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From	To	Due	Residential Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$15,635.85	\$0.82
1 August 2024	31 October 2024	1 August 2024	\$15,635.85	\$0.82
1 November 2024	31 January 2025	1 November 2024	\$18,763.15	\$0.98
1 February 2025	30 April 2025	1 February 2025	\$18,763.15	\$0.98
1 May 2024	30 April 2025		\$68,798.00	\$3.60

And further that subsequent levies will be continued per table below on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
01 May 2025	31 Jul 2025	01 May 2025	\$18,763.15	\$0.98
01 May 2025	31 Jul 2025		\$18,763.15	\$0.98

Please note that all figures are exclusive of GST.

Please note that these contributions are only levied against Residential Units.

Passed by Simple Majority

8.7. ANNUAL EXPENDITURE BUDGET – UTILITY ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By Ordinary Resolution the Strata Company resolve by ordinary resolution to receive and accept the proposed Utility expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025.

Utility Fund:	\$144,000.00
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Passed by Simple Majority

8.8. LEVY CONTRIBUTIONS – UTILITY ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year are as follows:

Utility Contribution:	\$141,680.00
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From	To	Due	Utility Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$32,200.14	\$1.61
1 August 2024	31 October 2024	1 August 2024	\$32,200.14	\$1.61
1 November 2024	31 January 2025	1 November 2024	\$38,639.86	\$1.93
1 February 2025	30 April 2025	1 February 2025	\$38,639.86	\$1.93
1 May 2024	30 April 2025		\$141,680.00	\$7.08

And further that subsequent levies will be continued per table below on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
01 May 2025	31 Jul 2025	01 May 2025	\$38,639.86	\$1.93
01 May 2025	31 Jul 2025		\$38,639.86	\$1.93

Please note that all figures are exclusive of GST.

Passed by Simple Majority

8.9. EXPENDITURE BEYOND CURRENT PERIOD

ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve that the Council of Owners are authorised to spend at a rate that is consistent with the spend rate for the Current Period until next budget is approved at a general meeting.

Passed by Simple Majority

9. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve to adopt the Debt Recovery procedure provided and attached.

Passed by Simple Majority

10. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

ORDINARY RESOLUTION

By ordinary resolution that pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed by application of the signature of two (2) members of the Council of Owners

Passed by Simple Majority

11. AUTHORITY TO SPEND

ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve that the Strata Manager have a delegated authority to spend up to the value of \$1000 for urgent or routine maintenance items.

Passed by Simple Majority

12. INVESTMENT SURPLUS FUNDS (RESERVE FUND)

ORDINARY RESOLUTION

That the Council of Owners is authorised to invest funds which it considers to be surplus to immediate requirements, in an interest-bearing investment account with an authorised deposit-taking institution, as defined in Section 5 of the Banking Act 1959 (Cwth), for such term as the Council thinks fit.

Passed by Simple Majority

13. GENERAL BUSINESS

The chairperson of the meeting invited those present to raise any general business they wanted to discuss with other lot owners and the strata manager. No resolutions of the Strata Company will be facilitated within this portion of the meeting. All action items will be referred to the Council of Owners for further consideration at their next council meeting.

General Business:

Parking: An owner requested clarification on the allocation of funds collected from parking infringements issued by the parking enforcement service. The Strata Manager confirmed that parking enforcement is outsourced to PES-AU. PES-AU is not paid by the strata company to monitor visitor bay areas.

Additionally, there was a discussion regarding the potential extension of the duration that vehicles can occupy visitor bays. The Strata Manager will investigate this with PES-AU and provide the findings to the Council of Owners for further consideration and decision-making.

Window Cleaning Service in 2024: Multiple owners reported that Master Window Cleaners missed some locations of the Buildings that comprise Kingston Apartments:

- K1 appears to not be completed
- K4 half completed, stopped around unit 151
- K3 completed but poorly

The Council of Owners was requested to review the scope before the November 2024 service is commenced to ensure all inaccessible windows are cleaned and none missed. The Strata Manager was requested to follow up to see if a possible re-attendance can occur by Master Window Cleaners.

14. NEXT ANNUAL GENERAL MEETING

Confirmed the date, time and location of the Annual General Meeting for the forthcoming year as follows:

Date: Thursday, 12 June 2025

Time: 5:00 PM

Location: Cockburn Integrated Health: Community Room & Kitchen, 11 Wentworth Parade, SUCCESS, WA, 6164

15. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **7:14 PM**.



Attachment 4 (Part 2 of 2)

28 June 2024

Dear Lot Owner,

**RE: Notice OF Annual General Meeting
STRATA SCHEME NO. SP 56401 | The Owners of 2 Signal Terrace,
Cockburn Central, WA, 6164**

Please consider this invitation as notice of the Annual General Meeting of members for SP 56401, 2 Signal Terrace, Cockburn Central, WA, 6164

The following information has been included for your perusal;

1. The Annual General Meeting Agenda, Proxy Form and Manager's report.
2. Previous General Meeting Minutes
3. Financial Statements and Proposed Budget/s
4. Other required documents as set out within the Agenda

UPCOMING AGM

FOR PLAN SP 56401

TO BE HELD AT: **05:00 PM**

ON: **17 July 2024**

AT, VENUE: **Cockburn Integrated Health:
Community Room & Kitchen, 11 Wentworth
Parade, SUCCESS, WA, 6164**

What you need to know

At Oakfield we endeavour to encourage efficient and healthy communities through the buildings we manage. We know that when owners take interest in their building the benefits can include a reduction of emerging issues and more efficient operating, increased pride and positive reputation of the premises – even rental prices can strengthen. It is imperative that you read through all attached information thoroughly before the meeting – all queries of a financial nature must be submitted in writing at least 7 days prior to the scheduled meeting.

How to confirm your attendance

Confirm your attendance at least 3-days prior to the meeting via any of the following options:



- Emailing us at admin@oakfield.com.au
- Calling our office on 08 (08) 63555225



You may choose to be represented at the AGM by appointing a proxy on your behalf, please see included **Proxy Form**. Simply complete and return it to the office prior to the commencement of the meeting. Please note no financials, agendas or forms will be distributed at the meeting.

Kind regards,

Joshua Gentili
**Strata Manager
Oakfield**



**Annual General Meeting Agenda
For Strata Plan SP 56401,**

**2 Signal Terrace, Cockburn Central WA 6164, 2 Signal Terrace, Cockburn Central, WA,
6164**

To be held at: Time: 05:00 PM, on 17 July 2024

**At, Venue: Cockburn Integrated Health: Community Room & Kitchen, 11 Wentworth Parade, SUCCESS, WA,
6164**

*The following agenda sets out the substance of the motions to be considered at the meeting.
The full text of each motion is set out in the accompanying "Voting Paper".*

AGENDA

1. Attendance record and apologies
2. Admittance of proxies and voting papers
3. Declaration of quorum and open meeting
4. Consideration of the following motions:
 1. QUORUM
 2. CHAIRPERSON
 3. MINUTES OF PREVIOUS MEETING
 4. FINANCIAL STATEMENTS & BALANCE SHEET
 5. ELECTION OF COUNCIL OF OWNERS
 - 5.1. NOMINATION FOR COUNCIL OF OWNERS
 - 5.2. NUMBER OF COUNCIL OF OWNER MEMBERS
 6. COUNCIL OF OWNER ELECTION
 7. BUILDING INSURANCE
 - 7.1. BUILDING INSURANCE
 - 7.2. RENEWAL INSTRUCTIONS
 8. BUDGET
 - 8.1. ANNUAL EXPENDITURE BUDGET – NORMAL ADMINISTRATIVE FUND
 - 8.2. LEVY CONTRIBUTIONS – NORMAL ADMINISTRATIVE FUND
 - 8.3. ANNUAL EXPENDITURE BUDGET – NORMAL RESERVE FUND
 - 8.4. LEVY CONTRIBUTIONS – NORMAL RESERVE FUND
 - 8.5. ANNUAL EXPENDITURE BUDGET – RESIDENTIAL ADMINISTRATIVE FUND
 - 8.6. LEVY CONTRIBUTIONS – RESIDENTIAL ADMINISTRATIVE FUND
 - 8.7. ANNUAL EXPENDITURE BUDGET – UTILITY ADMINISTRATIVE FUND
 - 8.8. LEVY CONTRIBUTIONS – UTILITY ADMINISTRATIVE FUND
 - 8.9. EXPENDITURE BEYOND CURRENT PERIOD
 9. DEBT RECOVERY PROCEDURE
 10. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL
 11. AUTHORITY TO SPEND



oakfield
EXPERTS IN STRATA

12. INVESTMENT SURPLUS FUNDS (RESERVE FUND)
13. GENERAL BUSINESS
14. NEXT ANNUAL GENERAL MEETING
15. MEETING CLOSE



MOTION #

AGENDA

1 QUORUM

Noting of Attendances, Proxies, Apologies and determination of a quorum.

A quorum is constituted if there are present persons who are entitled to cast the votes attached to 50% of the lots in the scheme.

If a quorum is not present after 30 minutes has elapsed from the time appointed for the general meeting of a strata company, the persons entitled to vote who are present at the meeting are taken to constitute a quorum for the purposes of that meeting

2 CHAIRPERSON

By ordinary resolution to appoint a chairperson to chair the meeting.

YES

NO

ABSTAIN

3 MINUTES OF PREVIOUS MEETING

By ordinary resolution that the minutes of the previous Annual General Meeting are accepted as a true and correct record.

YES

NO

ABSTAIN

4 FINANCIAL STATEMENTS & BALANCE SHEET

By ordinary resolution that the financial statements for the previous Annual Period 1st of May 2023 - 30th of April 2024 are accepted.

Closing Balance

Administration Fund \$(31,495.18)

Reserve Fund \$261,168.87

Residential

Administration Fund \$46,134.78

Reserve Fund \$0.00

Utility

Administration Fund \$4,854.15

Reserve Fund \$0.00

Consolidated

Administration Fund \$19,493.75

Reserve Fund \$261,168.87

YES

NO

ABSTAIN



5 ELECTION OF COUNCIL OF OWNERS

5.1 NOMINATION FOR COUNCIL OF OWNERS

By ordinary resolution that the chairperson is to receive nominations from the floor and read out any nominations received prior to the meeting.

YES

NO

ABSTAIN

5.2 NUMBER OF COUNCIL OF OWNER MEMBERS

By ordinary resolution the number of COO members is to be 5.

YES

NO

ABSTAIN

6 COUNCIL OF OWNER ELECTION

Ballot to be conducted where the number of nominations received exceeds the number of Council of owners member positions resolved at item 5.2.

NOTE subject to Sch1 by-law 5(6) of the Act, if the meeting is being conducted fully or partially remotely, the result of the election will be announced once your Strata Manager has received the completed Council of owners ballot voting forms from those who attended the meeting and were eligible to vote.

All completed forms must be returned to the Strata Manager within 5 business days of the meeting to be included in the vote count.

The incumbent COO will continue to function until the result of the election is formally announced with the minutes of meeting.

All Members

Nominations will be called for at the meeting.



7 BUILDING INSURANCE

7.1 BUILDING INSURANCE

Details of the current building property insurance held by the Strata Company which have been provided within the table below and within the provided insurance schedule.

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU00060415 23	CHU Underwriting Agencies P/L	1 April 2025	Building Cover	\$106,325,500 .00	\$5,000.00
			Catastrophe	Not Insured	
			Contents	\$1,063,255.0 0	
			Fidelity guarantee	\$250,000.00	
			Legal Expenses	\$50,000.00	\$1,000.00
			Loss of rent	\$15,948,825. 00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	\$100,000.00	\$1,000.00
			Office bearers liability	\$1,000,000.0 0	
			Public liability	\$30,000,000. 00	
TOTAL PREMIUM: \$137,888.81					

Owners are advised that Oakfield are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.



7.2 RENEWAL INSTRUCTIONS

By ordinary resolution that the Strata Manager will present quotations to the Council for review and instruction and that the Council of Owners has the authority to renew the policy based on the insurer's suggestion or the insurance valuation recommendation. If no instructions are received from the Council before the policy expires, Oakfield will proceed with renewing coverage with the current insurer to avoid any lapse in insurance for the Strata Company.

YES

NO

ABSTAIN

8 BUDGET

8.1 ANNUAL EXPENDITURE BUDGET – NORMAL ADMINISTRATIVE FUND

By ordinary resolution the Strata Company resolve to receive and accept the proposed Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$566,417.40
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YES

NO

ABSTAIN



8.2 LEVY CONTRIBUTIONS – NORMAL ADMINISTRATIVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Administrative Contribution:	\$612,007.00
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From	To	Due	Admin Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$139,092.70	\$6.95
1 August 2024	31 October 2024	1 August 2024	\$139,092.70	\$6.95
1 November 2024	31 January 2025	1 November 2024	\$166,910.80	\$8.35
1 February 2025	30 April 2025	1 February 2025	\$166,910.80	\$8.35
1 May 2024	30 April 2025		\$612,007.00	\$30.60

And further that subsequent levies will be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Admin Fund	Per Lot Entitlement
1 May 2025	31 July 2025	1 May 2025	\$153,001.75	\$7.65
1 May 2025	31 July 2025		\$153,001.75	\$7.65

Please note that all figures are exclusive of GST.

YES

NO

ABSTAIN

8.3 ANNUAL EXPENDITURE BUDGET – NORMAL RESERVE FUND

By ordinary resolution that the Strata Company resolve to receive and accept the proposed Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund:	\$361,000.00
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YES

NO

ABSTAIN



8.4 LEVY CONTRIBUTIONS – NORMAL RESERVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Reserve Fund:	\$27,500.00
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From	To	Due	Reserve Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$6,250.11	\$0.31
1 August 2024	31 October 2024	1 August 2024	\$6,250.11	\$0.31
1 November 2024	31 January 2025	1 November 2024	\$7,499.89	\$0.37
1 February 2025	30 April 2025	1 February 2025	\$7,499.89	\$0.37
1 May 2024	30 April 2025		\$27,500.00	\$1.38

And further that subsequent levies will be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
1 May 2025	31 July 2025	1 May 2025	\$6,875.00	\$0.34
1 May 2025	31 July 2025		\$6,875.00	\$0.34

Please note that all figures are exclusive of GST.

YES

NO

ABSTAIN

8.5 ANNUAL EXPENDITURE BUDGET – RESIDENTIAL ADMINISTRATIVE FUND

By Ordinary Resolution the Strata Company resolve by ordinary resolution to receive and accept the proposed Residential expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025.

Residential Fund:	\$73,000.00
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YES

NO

ABSTAIN



8.6 LEVY CONTRIBUTIONS – RESIDENTIAL ADMINISTRATIVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year are as follows:

Residential Contribution:	\$68,798.00
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From	To	Due	Residential Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$15,635.85	\$0.82
1 August 2024	31 October 2024	1 August 2024	\$15,635.85	\$0.82
1 November 2024	31 January 2025	1 November 2024	\$18,763.15	\$0.98
1 February 2025	30 April 2025	1 February 2025	\$18,763.15	\$0.98
Total			\$68,798.00	\$3.60

And further that subsequent levies will be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Please note that all figures are exclusive of GST.

YES

NO

ABSTAIN

8.7 ANNUAL EXPENDITURE BUDGET – UTILITY ADMINISTRATIVE FUND

By Ordinary Resolution the Strata Company resolve by ordinary resolution to receive and accept the proposed Utility expenditure budget prepared and provided for the meeting for the financial year from 1st of May 2024 to 30th of April 2025.

Utility Fund:	\$144,000.00
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YES

NO

ABSTAIN

8.8 LEVY CONTRIBUTIONS – UTILITY ADMINISTRATIVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year are as follows:

Utility Contribution:	\$141,680.00
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From	To	Due	Utility Fund	Per Lot Entitlement
1 May 2024	31 July 2024	1 May 2024	\$32,200.14	\$1.61
1 August 2024	31 October 2024	1 August 2024	\$32,200.14	\$1.61
1 November 2024	31 January 2025	1 November 2024	\$38,639.86	\$1.93
1 February 2025	30 April 2025	1 February 2025	\$38,639.86	\$1.93
Total			\$141,680.00	\$7.08

And further that subsequent levies will be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Please note that all figures are exclusive of GST.

YES

NO

ABSTAIN



8.9 EXPENDITURE BEYOND CURRENT PERIOD

By ordinary resolution the Strata Company resolve that the Council of Owners are authorised to spend at a rate that is consistent with the spend rate for the Current Period until next budget is approved at a general meeting.

YES

NO

ABSTAIN

9 DEBT RECOVERY PROCEDURE

By ordinary resolution the Strata Company resolve to adopt the Debt Recovery procedure provided and attached.

YES

NO

ABSTAIN

10 EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

By ordinary resolution that pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed:

Where the Strata Company has a Common Seal by application of the Common Seal attested by two (2) members of the Council of Owners

OR

Where the Strata Company does not have a Common Seal or does not want to use the Common Seal by application of the signature of two (2) members of the Council of Owners

YES

NO

ABSTAIN

11 AUTHORITY TO SPEND

By ordinary resolution the Strata Company resolve that the Strata Manager have a delegated authority to spend up to the value of \$1000 for urgent or routine maintenance items.

YES

NO

ABSTAIN

12 INVESTMENT SURPLUS FUNDS (RESERVE FUND)

That the Council of Owners is authorised to invest funds which it considers to be surplus to immediate requirements, in an interest-bearing investment account with an authorised deposit-taking institution, as defined in Section 5 of the Banking Act 1959 (Cwth), for such term as the Council thinks fit.

YES

NO

ABSTAIN

13 GENERAL BUSINESS

This agenda item is a forum for discussion only and no resolution of the Strata Company will be facilitated within this item. Any other general business to be referred to the Council of Owners for further consideration.

14 NEXT ANNUAL GENERAL MEETING

To discuss and confirm the date, time and location of the Annual General Meeting for the forthcoming year.



15 MEETING CLOSE

To close the meeting

Annual General Meeting Minutes

For Strata Plan 56401

The Owners of Kingston Apartment - 2 Signal Terrace, COCKBURN CENTRAL WA 6164

Held at: Time: 05:00 PM, on Date: Tuesday, 25 July 2023

At, Venue: Cockburn Youth Centre, 25 Wentworth Parade, SUCCESS WA 6164

Please note the following document sets out the procedure of the meeting and what was voted upon.

GENERAL BUSINESS

1. QUORUM

Members Present:

Lot 18 Trevor Steadman
Lot 23 Warren Henry Leggett
Lot 54 Cheng Lai Lee
Lot 66 Nicola and Sandra Passanisi
Lot 67 Brenda Borton
Lot 69 Bert du Plessis
Lot 71 Anna and Dale Wingell
Lot 73 Michael Firth
Lot 162 Len Joseph and Lorraine Rego
Lot 165 Maria Mullins
Lot 189 Dawn De Cesare

Apologies:

Lot 53 Anna Maria Pasquale
Lot 96 Nicola and Shane Richardson
Lot 105 Alison Butler

Proxies:

Lot 59 Geoffrey Yeoman	Proxy: Chairperson of the Meeting
Lot 83 Geoffrey Yeoman & Arlene Park	Proxy: Chairperson of the Meeting
Lot 92 Stephen Duffield	Proxy: Lisa Duffield
Lot 121 Christopher Pilbrow	Proxy: Donna Pilbrow
Lot 130 Wai Ching Lee and Kim Kee Ina Chia	Proxy: Wai Ching Lee
Lot 151 Craig Boyd and Elizabeth Mickle	Proxy: Craig Boyd
Lot 162 Len and Lorraine Rego	Proxy: Len Joseph
Lot 167 Lai Fung Ho and Lai Yong Ho	Proxy: Lai Fung Ho
Lot 173 Anthony and Shelley Brown	Proxy: Shelley Brown

Also, in attendance by invitation:

Joshua Gentili from Oakfield Strata – Strata Manager

Shelbe Croucher from Oakfield Strata – Assistant Strata Manager

The Strata Manager present calculated that there were 20 lots present either in person or by proxy out of 195 financial lots. A quorum was not achieved. As a quorum was not present after 30 minutes in accordance with Section 130 (4) Strata Titles Act 1985 the Strata Manager confirmed that those present at the meeting constituted a quorum and the meeting may proceed to business.

The meeting opened at **5:30PM**.

2. CHAIRPERSON

It was resolved to appoint Joshua Gentili to act as Chairperson of the Strata Company for the purposes of the meeting.

3. MINUTES OF PREVIOUS MEETING

It was resolved that the Strata Company members receive and confirm the minutes of the last General Meeting as being a true and correct record of that meeting.

4. FINANCIAL STATEMENTS & BALANCE SHEET

Financial Statements provided with the Notice of Annual General Meeting for review.

It was resolved that the Strata Company members receive and confirm the financial statement and balance sheet for the period, **01 May 2022 to 30 April 2023**, reflect closing balances as follows:

Administration Fund:	\$ 51,027.52
Reserve Fund:	\$ 272,201.28

5. ELECTION OF COUNCIL OF OWNERS

5.1. NOMINATION FOR COUNCIL OF OWNERS

The Chairperson read out the nominations received.

The following nominations were received:

Lot No.	18	Name of Member:	Trevor Steadman
Lot No.	23	Name of Member:	Warren Henry Leggett
Lot No.	71	Name of Member:	Anna Wingell
Lot No.	121	Name of Member:	Christopher John Pilbrow
Lot No.	130	Name of Member:	Wai Ching Lee and Kim Kee Ina Chia
Lot No.	151	Name of Member:	Craig Boyd and Elizabeth Mickle
Lot No.	176	Name of Member:	Anthony John Tomic

5.2. NUMBER OF COUNCIL OF OWNER MEMBERS

It was resolved that the Council of Owners are to consist of **7** members.

5.3. COUNCIL OF OWNERS ELECTION

The Council of Owners was elected as follows:

Lot No.	18	Name of Member:	Trevor Steadman
Lot No.	23	Name of Member:	Warren Henry Leggett
Lot No.	71	Name of Member:	Anna Wingell
Lot No.	121	Name of Member:	Christopher John Pilbrow
Lot No.	130	Name of Member:	Wai Ching Lee and Kim Kee Ina Chia
Lot No.	151	Name of Member:	Craig Boyd and Elizabeth Mickle
Lot No.	176	Name of Member:	Anthony John Tomic

6. INSURANCE

Owners are advised that Oakfield are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter to suit their needs. Please refer to the insurance schedule provided for disclosure on any commissions provided to the Strata Manager for placement of insurance.

The details of the current building property insurance held by the Strata Company have been provided within the table below and within the provided insurance schedule.

Insurer	CHU Underwriting Agencies P/L
Policy Number	HU0006041523
Policy Period	1/04/2023 to 1/10/2023
Building Sum Insured	\$ 99,465,000
Excess	\$ 5,000
Total Premium	\$ 108,850.99

6.1. INSURANCE VALUATION

This property does not have a current valuation

Oakfield advise that Sections 97 of the Strata Titles Act 1985 requires that the Strata Company is to maintain replacement value insurance sufficient to cover all costs involved in rebuilding the property to the same size and standard as to when new. This includes architects/engineers, demolition, debris removal, town planning charges, connection of utilities and reinstatement of common services such as drainage. Oakfield advises that a valuation for insurance purposes should be obtained at least every 3 years and the policy should be appropriately indexed in between each valuation in order to accurately assess an appropriate building sum insured figure.

The Strata Company resolved that the Council of Owners be given authority to obtain a valuation for Insurance purposes as required.

6.2. RENEWAL INSTRUCTIONS

It was resolved that the Strata Manager is to present quotations to the Council for their review and instructions and that the Council of Owners have authority to renew the policy as suggested by the insurer or as recommended by the insurance valuation.

It was resolved that if no placement instructions are received from the Council prior to policy expiry, Oakfield will proceed with renewing cover with the incumbent insurer so to ensure no lapse in insurance cover for the Strata Company.

SPECIAL BUSINESS

7. PROPOSED BUDGET

Refer to budget and contribution schedule provided for more information.

7.1. ANNUAL EXPENDITURE BUDGET – NORMAL ADMINISTRATIVE FUND

It was resolved to receive and accept the proposed Normal Administration Fund expenditure budget prepared for this meeting for the period of **01 May 2023 to 30 April 2024**.

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$ 556,370.00	Ex GST
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7.2. LEVY CONTRIBUTIONS – NORMAL ADMINISTRATIVE FUND

It was resolved to raise approved levy amounts for this financial year are as follows:

Administration Fund:	\$ 556,370.00	Ex GST
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Due Date	Cost per unit of entitlement
01/05/2023 – pre-raised	\$6.05
01/08/2023 – pre-raised	\$6.05
01/11/2023	\$7.86
01/02/2024	\$7.86

And, that a further contribution of \$6.95 per unit entitlement be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

7.3. ANNUAL EXPENDITURE BUDGET – NORMAL RESERVE FUND

It was resolved to receive and accept the proposed Normal Reserve Fund expenditure budget prepared for this meeting for the period of **01 May 2023 to 30 April 2024**.

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund:	\$ 100,000.00	Ex GST
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7.4. LEVY CONTRIBUTIONS – NORMAL RESERVE FUND

It was resolved to raise approved levy amounts for this financial year are as follows:

Reserve Fund:	\$ 25,000.00	Ex GST
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Due Date	Cost per unit of entitlement
01/05/2023 – pre-raised	\$0.27
01/08/2023 – pre-raised	\$0.27
01/11/2023	\$0.35
01/02/2024	\$0.35

And, that a further contribution of \$0.31 per unit entitlement be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

7.5. ANNUAL EXPENDITURE BUDGET – RESIDENTIAL ADMINISTRATIVE FUND

It was resolved to receive and accept the proposed Residential Administration Fund expenditure budget prepared for this meeting for the period of **01 May 2023 to 30 April 2024**.

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$ 55,000.00	Ex GST
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7.6. LEVY CONTRIBUTIONS – RESIDENTIAL ADMINISTRATIVE FUND

It was resolved to raise approved levy amounts for this financial year are as follows:

Administration Fund:	\$ 62,544.00	Ex GST
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Due Date	Cost per unit of entitlement
01/05/2023 – pre-raised	\$0.71

01/08/2023 – pre-raised	\$0.71
01/11/2023	\$0.92
01/02/2024	\$0.92

And, that a further contribution of \$0.82 per unit entitlement be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

7.7. ANNUAL EXPENDITURE BUDGET – UTILITY ADMINISTRATIVE FUND

It was resolved to receive and accept the proposed Utility Administration Fund expenditure budget prepared for this meeting for the period of **01 May 2023 to 30 April 2024**.

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$ 120,000.00	Ex GST
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7.8. LEVY CONTRIBUTIONS – UTILITY ADMINISTRATIVE FUND

It was resolved to raise approved levy amounts for this financial year are as follows:

Administration Fund:	\$ 128,800.00	Ex GST
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Due Date	Cost per unit of entitlement
01/05/2023 – pre-raised	\$1.40
01/08/2023 – pre-raised	\$1.40
01/11/2023	\$1.82
01/02/2024	\$1.82

And, that a further contribution of \$1.61 per unit entitlement be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

7.9. EXPENDITURE BEYOND CURRENT PERIOD

It was resolved that the Council of Owners are authorised to spend at a rate that is consistent with the spend rate for the Current Period until next budget is approved at a General Meeting.

8. DEBT RECOVERY PROCEDURE

It was resolved to implement the Oakfield debt recovery procedure as presented.

9. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

It was resolved, pursuant to Section 118 of the Act, that the execution of any Strata Company documents that are required to be executed, will be by application of the signature of two (2) members of the Council of Owners.

10. INVESTMENT SURPLUS FUNDS (RESERVE FUND)

It was resolved that the Council of Owners be authorised to invest funds in a Fixed Term Deposit Account which it considers surplus to immediate requirements.

11. GENERAL BUSINESS

This agenda item was a forum for discussion. The elected Council of Owners were deferred all matters below:

Building Maintenance related matters:

- **Seat replacement:** It was recommended by the meeting that a replacement seat for the foyer in Kingston the second be arranged.
- **Pool gate slamming shut:** It was recommended by the meeting that the Building Manger investigate and provide photos and detail on repair to the Strata Company.
- **Gym glass door is faulting:** It was recommended by the meeting that the Building Manger investigate and provide photos and detail on repair to the Strata Company.
- **Railing stairwell Kingston fourth carpark access near disabled lift:** The railing to the stairwell is missing. It was recommended by the meeting that the Building Manger investigate and provide photos and detail on repair to the Strata Company.
- **Lift Phone replacement:** It was recommended by the meeting that the Strata Manager contact Schindler if works complete.
- **Annual Hallway carpet cleaning:** It was recommended by the meeting that the Strata Company consider undertaking dry deep clean to hallway carpets
- **Painting hallways:** Painting of all internal hallway walls to be put forward to the Council of Owners
- **Pool area debris:** The swimming pool's shower area has been closed for two years without repairs, leading to a deteriorated state with broken tiles, debris, and a pile of sand removed from adjacent planter. Concerns were raised about the hazards caused by the debris such as potential damage to the pool liner or risk of injury to a visitor or resident. The meeting recommended removing all tiles, cleaning the area, and disposing of excess tiles. The good condition tiles should be stored properly. It was agreed to clean this area up especially removal of the sand pile by December 2023.
- **Swimming pool shower:** In addition to the above it was recommended by the meeting that the old shower be de-commissioned by texture coat rendering the wall and re-tiling the floor to match the pool area. It was also recommended by the meeting a new shower should be installed in an alternative location.
- **Unit 69 insurance claim:** Despite previous repairs by Total Insurance Services Building & Maintenance (TIS) earlier this year, the window is still not as original condition. Oakfield was directed in the meeting to liaise with TIS and arrange a meeting between TIS & the owner to address this. Additionally, Oakfield was advised not to close the insurance claim until an engineer or building supervisor approves satisfactory completion of the repairs. Moreover, consequential damage resulting from the initial issue remains unrepaired.
- **Unit 67 window replacement to fix leak:** It was recommended by the meeting that the quotation for the window replacement be accepted.

Other Items:

- **City of Cockburn - Bulk Verge Collection:** It was recommended by the meeting that Oakfield send a notice to all residents notifying them of the Junk Bulk Verge Collection scheduled on the 28 August 2023
- **Proper disposal of items:** It was recommended by the meeting that Oakfield send a notice to all residents about the proper disposal of unwanted household items including items stored above storerooms and in car bays.

- **Supervision of children:** It was recommended by the meeting that Oakfield to send a notice to all residents to ensure children are always supervised on common property especially around the pool.
- **Gym equipment theft:** It was recommended by the meeting that Oakfield send a notice to all residents notifying them that gym is being monitored more regularly by management and theft of gym equipment may result in the theft being reported to the police and a bill for the equipment replacement being onforwarded to the lot owner responsible.

12. NEXT MEETING

Noted that the Next Annual General Meeting for the Strata Company will be held:

Date:	Thursday, 25 th July 2024
Time:	5:00 PM
Venue:	Cockburn Youth Centre, 25 Wentworth Parade, SUCCESS WA 6164

NB: The date, time and/or location may be changed in the event of unforeseen circumstances. In an event where the date is to be changed, Management will attempt to consult with the Council of Owners / Chairperson for scheduling instructions.

13. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **7:11PM**.



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041523
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/04/2024 to 01/04/2025 at 4:00pm
The Insured	THE OWNERS OF SP 56401
Situation	2 SIGNAL TERRACE COCKBURN CENTRAL WA 6164

Policies Selected

Policy 1 – Insured Property

Building: \$106,325,500

Common Area Contents: \$1,063,255

Loss of Rent & Temporary Accommodation (total payable): \$15,948,825

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

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

28/03/2024

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.

Cost Centre: Normal
Strata Plan No. SP 56401
2 Signal Terrace, Cockburn Central WA 6164
Statement of Financial Performance
FOR THE PERIOD 01 May 2023 TO 30 April 2024

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/05/2023-30/04/2024	01/05/2023-30/04/2024	01/05/2022-30/04/2023
Administrative Fund			
INCOME			
142850 - Key & Security swipe order	\$2,961.13	\$0.00	\$0.00
143000 - Levies Due - Admin	\$556,370.38	\$556,370.00	\$483,779.43
142500 - Interest on Arrears--Admin	\$8.22	\$0.00	\$0.00
144200 - Miscellaneous Income--Admin	\$0.00	\$0.00	\$285.86
147530 - Sundry Revenue - other	\$0.00	\$0.00	\$338.10
148100 - Sales Certificate Fees	\$3,080.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$562,419.73	\$556,370.00	\$484,506.50
EXPENDITURE - ADMINISTRATIVE FUND			
150300 - Admin--Accounting and Taxation Services	\$1,889.55	\$0.00	\$0.00
150850 - Admin--BAS - Preparation & Lodgement	\$0.00	\$1,500.00	\$1,180.00
150950 - Admin--Prepare & Lodge Tax Return	\$0.00	\$500.00	\$400.00
152750 - Admin--Debt Collection Fees	\$0.00	\$0.00	\$(381.60)
153201 - Admin -- Legal Services	\$0.00	\$0.00	\$22.00
153203 - Admin--Sales Certificate Fees	\$3,080.00	\$0.00	\$0.00
153802 - Admin--Engineering Report Fee	\$15,799.40	\$0.00	\$12,231.25
153807 - Admin--Agent Archiving	\$0.00	\$0.00	\$100.00
153900 - Admin--Management Fees--Non Standard	\$0.00	\$0.00	\$1,343.87
154151 - Admin--GST Expense (Write Off)	\$1.10	\$0.00	\$0.05
154250 - Admin--Income Tax Expense	\$98.40	\$0.00	\$41.10
154850 - Minor Building Maintenance	\$0.00	\$0.00	\$49,798.24
155510 - Admin--Meeting Expenses	\$86.18	\$0.00	\$65.91
156650 - Admin-- Printing and Postage	\$0.00	\$0.00	\$543.49
158000 - Admin-- Strata Admin - Additional Fees	\$6,090.97	\$4,000.00	\$1,174.57
158500 - Admin--Strata Management Fee	\$73,938.10	\$68,706.00	\$0.00
159000 - Insurance--Excesses	\$2,500.00	\$0.00	\$0.00
159100 - Insurance--Premiums	\$187,288.64	\$150,000.00	\$184,412.01
159200 - Insurance--Valuation	\$2,500.00	\$0.00	\$0.00
162500 - Contract--Cleaning	\$140,157.10	\$135,000.00	\$134,913.27
162750 - Contract--Cleaning- Windows	\$0.00	\$10,000.00	\$7,704.00
163001 - Maint Bldg--Cleaning--Carpet	\$2,718.18	\$0.00	\$0.00
164750 - Contract--Fire Panel Monitoring	\$6,840.00	\$0.00	\$0.00
164800 - Maint Bldg--Electrical	\$18,340.00	\$20,000.00	\$15,284.15

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/05/2023-30/04/2024	01/05/2023-30/04/2024	01/05/2022-30/04/2023
165000 - Contract--Garage Doors & Gates	\$4,626.00	\$10,000.00	\$10,176.12
165800 - Maint Bldg--Fire Protection	\$31,809.33	\$40,000.00	\$36,671.81
166250 - Contract--Lift	\$0.00	\$0.00	\$1,268.97
166800 - Maint Bldg--Garbage Bins/Bags	\$11,934.32	\$3,000.00	\$3,565.91
167200 - Maint Bldg--General Repairs	\$24,221.70	\$49,560.91	\$0.00
167250 - Contract--Pest Control	\$2,479.00	\$1,000.00	\$850.00
167750 - Contract--Roof Anchor Points	\$2,570.00	\$0.00	\$0.00
170600 - Maint Bldg--Locks, Keys & Card Keys	\$4,885.48	\$1,300.09	\$802.11
172300 - Maint Bldg--Plumbing Maintenance	\$10,721.16	\$30,000.00	\$29,964.35
176750 - Maint Bldg--CCTV Installation/Repairs	\$447.50	\$4,303.00	\$0.00
177400 - Maint Grounds--Gardening	\$23,719.10	\$27,500.00	\$24,581.83
181000 - Maint Bldg--Exhaust/Ventilation Systems	\$11,439.10	\$0.00	\$0.00
184006 - Staff--Gratuities/Honourarium	\$301.82	\$0.00	\$285.50
TOTAL ADMIN EXPENDITURE	\$590,482.13	\$556,370.00	\$585,704.91
SURPLUS/DEFICIT	\$(28,062.40)	\$0.00	\$(101,198.41)
OPENING ADMIN BALANCE	\$(3,432.78)	\$(3,432.78)	\$97,765.63
ADMINISTRATIVE FUND BALANCE	\$(31,495.18)	\$(3,432.78)	\$(3,432.78)

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/05/2023-30/04/2024	01/05/2023-30/04/2024	01/05/2022-30/04/2023
Reserve Fund			
INCOME			
242600 - Interest on Investments--Capital Works	\$4,262.20	\$0.00	\$1,901.29
243000 - Levies Due--Sinking	\$24,999.58	\$25,000.00	\$20,679.04
242500 - Interest on Arrears--Capital Works	\$0.36	\$0.00	\$0.00
TOTAL RESERVE FUND INCOME	\$29,262.14	\$25,000.00	\$22,582.58
EXPENDITURE - RESERVE FUND			
253150 - Admin--GST Expense (Write Off)--Sinking	\$(0.95)	\$0.00	\$0.75
272240 - Maint Bldg--Provision for Major Expenditure	\$40,295.50	\$100,000.00	\$0.00
TOTAL CAPITAL EXPENDITURE	\$40,294.55	\$100,000.00	\$0.75
SURPLUS/DEFICIT	\$(11,032.41)	\$(75,000.00)	\$22,581.83
OPENING CAPITAL BALANCE	\$272,201.28	\$272,201.28	\$249,619.45
RESERVE FUND BALANCE	\$261,168.87	\$197,201.28	\$272,201.28

Cost Centre: Normal
Statement of Financial Position
AS AT 30 April 2024

Date : 15/05/2024
Time : 09:48
Username : Ai Vee Ho
Client Position : Management

Strata Plan No. SP 56401

2 Signal Terrace, Cockburn Central WA 6164

	Actual 01/05/2023 - 30/04/2024	Actual 01/05/2022 - 30/04/2023
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$(28,062.40)	\$(101,198.41)
Owners Equity--Admin	\$(3,432.78)	\$97765.63
	\$(31,495.18)	\$(3,432.78)
Reserve Fund		
Operating Surplus/Deficit--Capital Works	\$(11,032.41)	\$22,581.83
Owners Equity--Capital Works	\$272,201.28	\$249619.45
	\$261,168.87	\$272,201.28
Net Owners Funds	\$229,673.69	\$268,768.50
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	\$53,663.14	\$804.25
Receivable--Levies--Admin	\$3,751.29	\$13,965.04
Interest Receivable--Levies--Admin	\$4.92	\$0.00
Sundry Debtors GL - Admin	\$220.00	\$220.00
Receivable Owners - Admin	\$11,227.71	\$3,424.94
	\$68,867.06	\$18,414.23
Reserve Fund		
Cash at Bank--Capital Works	\$158,795.61	\$170,319.38
Receivable--Levies--Capital Works	\$167.95	\$553.94
Interest Receivable GL - Capital Works	\$0.22	\$0.00
Funds Held Externally-Investment 3	\$107,456.70	\$103,194.50
	\$266,420.48	\$274,067.82
Unallocated Money		
Cash at Bank--Unallocated	\$6,717.80	\$2806.90
	\$6,717.80	\$2,806.90
Total Assets	\$342,005.34	\$295,288.95
Less Liabilities		
Administrative Fund		
Creditor--GST--Admin	\$(8,741.08)	\$(13811.86)
Creditors--Other--Admin	\$6,651.60	\$0.00
Prepaid Levies--Admin	\$102,451.72	\$35658.87
	\$100,362.24	\$21,847.01
Reserve Fund		
Creditor--GST--Capital Works	\$647.99	\$256.74
Prepaid Levies--Capital Works	\$4,603.62	\$1609.80
	\$5,251.61	\$1,866.54
Unallocated Money		

Prepaid Levies--Unallocated	\$6,717.80	\$2806.90
	<hr/>	<hr/>
	\$6,717.80	\$2,806.90
Total Liabilities	<hr/>	<hr/>
	\$112,331.65	\$26,520.45
Net Assets	<hr/>	<hr/>
	\$229,673.69	\$268,768.50

**Cost Centre: Normal
Comparative Budget
to apply from 01/05/2024 -
30/04/2025**

Date : 27/06/2024
Time : 10:23
Username : Ai Vee Ho
Client Position : Management

Kingston Apartment, 2 Signal Terrace, COCKBURN CENTRAL - SP 56401 ABN: 15 542 828 051

	Administrative Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
142850 Key & Security swipe order	0.00	2,961.13	0.00
143000 Levies Due - Admin	612,007.00	556,370.38	556,370.00
142500 Interest on Arrears--Admin	0.00	8.22	0.00
148100 Sales Certificate Fees	0.00	3,080.00	0.00
Total revenue	612,007.00	562,419.73	556,370.00
Less expenses			
150300 Admin--Accounting and Taxation Services	2,000.00	1,889.55	0.00
153203 Admin--Sales Certificate Fees	0.00	3,080.00	0.00
153802 Admin--Engineering Report Fee	0.00	15,799.40	0.00
154151 Admin--GST Expense (Write Off)	0.00	1.10	0.00
154250 Admin--Income Tax Expense	0.00	98.40	0.00
154775 Admin--By-law Consolidation	1,100.00	0.00	0.00
155000 Admin--Software & Compliance Fee	5,713.00	0.00	0.00
155510 Admin--Meeting Expenses	100.00	86.18	0.00
158000 Admin-- Strata Admin - Additional Fees	6,000.00	6,090.97	4,000.00
158500 Admin--Strata Management Fee	56,238.40	73,938.10	68,706.00
159000 Insurance--Excesses	0.00	2,500.00	0.00
159100 Insurance--Premiums	135,000.00	187,288.64	150,000.00
159200 Insurance--Valuation	0.00	2,500.00	0.00
162500 Contract--Cleaning	140,126.00	140,157.10	135,000.00
162750 Contract--Cleaning- Windows	7,500.00	0.00	10,000.00
163001 Maint Bldg--Cleaning--Carpet	2,500.00	2,718.18	0.00
164750 Contract--Fire Panel Monitoring	6,840.00	6,840.00	0.00
164800 Maint Bldg--Electrical	20,000.00	18,340.00	20,000.00
165000 Contract--Garage Doors & Gates	22,000.00	4,626.00	10,000.00
165800 Maint Bldg--Fire Protection	40,000.00	31,809.33	40,000.00
166800 Maint Bldg--Garbage Bins/Bags	12,000.00	11,934.32	3,000.00
167200 Maint Bldg--General Repairs	28,000.00	24,221.70	49,560.91
167250 Contract--Pest Control	2,500.00	2,479.00	1,000.00
167750 Contract--Roof Anchor Points	3,500.00	2,570.00	0.00
170600 Maint Bldg--Locks, Keys & Card Keys	1,000.00	4,885.48	1,300.09
172300 Maint Bldg--Plumbing Maintenance	30,000.00	10,721.16	30,000.00
172800 Maint Bldg--Roof Inspection & Repairs	12,000.00	0.00	0.00
176750 Maint Bldg--CCTV Installation/Repairs	2,000.00	447.50	4,303.00
177400 Maint Grounds--Gardening	27,500.00	23,719.10	27,500.00
181000 Maint Bldg--Exhaust/Ventilation Systems	2,800.00	11,439.10	0.00
184006 Staff--Gratuities/Honourarium	0.00	301.82	0.00
Total expenses	566,417.40	590,482.13	556,370.00
Surplus/Deficit	45,589.60	(28,062.40)	0.00
Opening balance	(31,495.18)	(3432.78)	(3432.78)
Closing balance	\$14,094.42	\$(31,495.18)	\$(3,432.78)
Total units of Entitlements	20,000.00	0.00	0.00

Levy contribution per unit Entitlements	\$30.60	\$556,370.00	\$556,370.00
Budgeted standard levy revenue	612,007.00	0.00	0.00
Add GST	61,200.70	0.00	0.00
Amount to raise in levies including GST	<u>\$673,207.70</u>	<u>\$0.00</u>	<u>\$0.00</u>

Reserve Fund

	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
242600 Interest on Investments--Capital Works	0.00	4,262.20	0.00
243000 Levies Due--Sinking	27,500.00	24,999.58	25,000.00
242500 Interest on Arrears--Capital Works	0.00	0.36	0.00
Total revenue	27,500.00	29,262.14	25,000.00
Less expenses			
253150 Admin--GST Expense (Write Off)--Sinking	0.00	(0.95)	0.00
272240 Maint Bldg--Provision for Major Expenditure	75,000.00	40,295.50	100,000.00
272800 Maint Bldg--Roof & Gutters	11,000.00	0.00	0.00
273600 Maint Bldg--Facade	200,000.00	0.00	0.00
275700 Maint Bldg - Waterproofing	75,000.00	0.00	0.00
Total expenses	361,000.00	40,294.55	100,000.00
Surplus/Deficit	(333,500.00)	(11,032.41)	(75,000.00)
Opening balance	261,168.87	272201.28	272201.28
Closing balance	\$(72,331.13)	\$261,168.87	\$197,201.28
Total units of Entitlements	20,000.00	0.00	0.00
Levy contribution per unit Entitlements	\$1.38	\$25,000.00	\$25,000.00
Budgeted standard levy revenue	27,500.00	0.00	0.00
Add GST	2,750.00	0.00	0.00
Amount to raise in levies including GST	\$30,250.00	\$0.00	\$0.00

Proposed Contribution Schedule to apply from 01 May 2024

2 Signal Terrace, Cockburn Central WA 6164 - SP 56401

Annual levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot Number	Unit	Lot Liability	Administrative Fund	Reserve Fund	Annual Total
1	1	100.00	3,366.04	151.24	3,517.28
2	2	100.00	3,366.04	151.24	3,517.28
3	3	77.00	2,591.84	116.48	2,708.32
4	4	100.00	3,366.04	151.24	3,517.28
5	5	100.00	3,366.04	151.24	3,517.28
6	6	100.00	3,366.04	151.24	3,517.28
7	7	100.00	3,366.04	151.24	3,517.28
8	8	106.00	3,568.00	160.32	3,728.32
9	9	101.00	3,399.72	152.76	3,552.48
10	10	106.00	3,568.00	160.32	3,728.32
11	11	101.00	3,399.72	152.76	3,552.48
12	12	106.00	3,568.00	160.32	3,728.32
13	13	80.00	2,692.84	121.00	2,813.84
14	14	106.00	3,568.00	160.32	3,728.32
15	15	101.00	3,399.72	152.76	3,552.48
16	16	106.00	3,568.00	160.32	3,728.32
17	17	101.00	3,399.72	152.76	3,552.48
18	18	106.00	3,568.00	160.32	3,728.32
19	19	101.00	3,399.72	152.76	3,552.48
20	20	83.00	2,793.80	125.56	2,919.36
21	21	101.00	3,399.72	152.76	3,552.48
22	22	107.00	3,601.68	161.84	3,763.52
23	23	103.00	3,467.04	155.80	3,622.80
24	24	103.00	3,467.04	155.80	3,622.80
25	25	103.00	3,467.04	155.80	3,622.80
26	26	103.00	3,467.04	155.80	3,622.80
27	27	81.00	2,726.48	122.52	2,849.00
28	28	103.00	3,467.04	155.80	3,622.80
29	29	103.00	3,467.04	155.80	3,622.80
30	30	103.00	3,467.04	155.80	3,622.80
31	31	103.00	3,467.04	155.80	3,622.80
32	32	103.00	3,467.04	155.80	3,622.80
33	33	103.00	3,467.04	155.80	3,622.80
34	34	81.00	2,726.48	122.52	2,849.00
35	35	103.00	3,467.04	155.80	3,622.80
36	36	109.00	3,669.00	164.88	3,833.84
37	37	112.00	3,769.96	169.40	3,939.36
38	38	107.00	3,601.68	161.84	3,763.52
39	39	112.00	3,769.96	169.40	3,939.36
40	40	107.00	3,601.68	161.84	3,763.52
41	41	107.00	3,601.68	161.84	3,763.52
42	42	107.00	3,601.68	161.84	3,763.52
43	43	107.00	3,601.68	161.84	3,763.52
44	44	107.00	3,601.68	161.84	3,763.52

45	45	107.00	3,601.68	161.84	3,763.52
46	46	112.00	3,769.96	169.40	3,939.36
47	47	83.00	2,793.80	125.56	2,919.36
49	49	95.00	3,197.76	143.68	3,341.44
50	50	103.00	3,467.04	155.80	3,622.80
51	51	103.00	3,467.04	155.80	3,622.80
52	52	100.00	3,366.04	151.24	3,517.28
53	53	77.00	2,591.84	116.48	2,708.32
54	54	100.00	3,366.04	151.24	3,517.28
55	55	100.00	3,366.04	151.24	3,517.28
56	56	97.00	3,265.08	146.72	3,411.76
57	57	102.00	3,433.36	154.28	3,587.64
58	58	102.00	3,433.36	154.28	3,587.64
59	59	102.00	3,433.36	154.28	3,587.64
60	60	102.00	3,433.36	154.28	3,587.64
61	61	101.00	3,399.72	152.76	3,552.48
62	62	107.00	3,601.68	161.84	3,763.52
63	63	97.00	3,265.08	146.72	3,411.76
64	64	107.00	3,601.68	161.84	3,763.52
65	65	107.00	3,601.68	161.84	3,763.52
66	66	103.00	3,467.04	155.80	3,622.80
67	67	107.00	3,601.68	161.84	3,763.52
68	68	100.00	3,366.04	151.24	3,517.28
69	69	81.00	2,726.48	122.52	2,849.00
70	70	81.00	2,726.48	122.52	2,849.00
71	71	81.00	2,726.48	122.52	2,849.00
72	72	103.00	3,467.04	155.80	3,622.80
73	73	81.00	2,726.48	122.52	2,849.00
74	74	81.00	2,726.48	122.52	2,849.00
75	75	103.00	3,467.04	155.80	3,622.80
76	76	81.00	2,726.48	122.52	2,849.00
77	77	81.00	2,726.48	122.52	2,849.00
78	78	109.00	3,669.00	164.88	3,833.84
79	79	100.00	3,366.04	151.24	3,517.28
80	80	109.00	3,669.00	164.88	3,833.84
81	81	109.00	3,669.00	164.88	3,833.84
82	82	103.00	3,467.04	155.80	3,622.80
83	83	109.00	3,669.00	164.88	3,833.84
84	84	102.00	3,433.36	154.28	3,587.64
85	85	106.00	3,568.00	160.32	3,728.32
86	86	106.00	3,568.00	160.32	3,728.32
87	87	102.00	3,433.36	154.28	3,587.64
88	88	106.00	3,568.00	160.32	3,728.32
89	89	106.00	3,568.00	160.32	3,728.32
90	90	106.00	3,568.00	160.32	3,728.32
91	91	106.00	3,568.00	160.32	3,728.32
92	92	106.00	3,568.00	160.32	3,728.32
94	Comm94	127.00	4,274.88	192.08	4,466.96
95	95	78.00	2,625.52	118.00	2,743.48
96	96	78.00	2,625.52	118.00	2,743.48
97	97	97.00	3,265.08	146.72	3,411.76
98	98	97.00	3,265.08	146.72	3,411.76
99	99	97.00	3,265.08	146.72	3,411.76
100	100	78.00	2,625.52	118.00	2,743.48
101	101	81.00	2,726.48	122.52	2,849.00
102	102	81.00	2,726.48	122.52	2,849.00
103	103	103.00	3,467.04	155.80	3,622.80
104	104	103.00	3,467.04	155.80	3,622.80
105	105	103.00	3,467.04	155.80	3,622.80
106	106	103.00	3,467.04	155.80	3,622.80

107	107	103.00	3,467.04	155.80	3,622.80
108	108	103.00	3,467.04	155.80	3,622.80
109	109	83.00	2,793.80	125.56	2,919.36
110	110	83.00	2,793.80	125.56	2,919.36
111	111	106.00	3,568.00	160.32	3,728.32
112	112	106.00	3,568.00	160.32	3,728.32
113	113	106.00	3,568.00	160.32	3,728.32
114	114	106.00	3,568.00	160.32	3,728.32
115	115	106.00	3,568.00	160.32	3,728.32
116	116	106.00	3,568.00	160.32	3,728.32
117	117	84.00	2,827.48	127.04	2,954.52
118	118	84.00	2,827.48	127.04	2,954.52
119	119	108.00	3,635.32	163.36	3,798.68
120	120	108.00	3,635.32	163.36	3,798.68
121	121	108.00	3,635.32	163.36	3,798.68
122	122	108.00	3,635.32	163.36	3,798.68
123	123	108.00	3,635.32	163.36	3,798.68
124	124	108.00	3,635.32	163.36	3,798.68
125	125	86.00	2,894.80	130.08	3,024.88
126	126	86.00	2,894.80	130.08	3,024.88
127	127	111.00	3,736.32	167.88	3,904.20
128	128	111.00	3,736.32	167.88	3,904.20
129	129	111.00	3,736.32	167.88	3,904.20
130	130	111.00	3,736.32	167.88	3,904.20
131	131	111.00	3,736.32	167.88	3,904.20
132	132	111.00	3,736.32	167.88	3,904.20
134	Comm134	124.00	4,173.88	187.56	4,361.44
135	Comm135	114.00	3,837.28	172.44	4,009.72
136	Comm136	105.00	3,534.36	158.80	3,693.16
137	Comm137	95.00	3,197.76	143.68	3,341.44
138	Comm138	95.00	3,197.76	143.68	3,341.44
139	Comm139	95.00	3,197.76	143.68	3,341.44
140	Comm140	95.00	3,197.76	143.68	3,341.44
141	141	99.00	3,332.40	149.76	3,482.12
142	142	99.00	3,332.40	149.76	3,482.12
143	143	99.00	3,332.40	149.76	3,482.12
144	144	106.00	3,568.00	160.32	3,728.32
145	145	106.00	3,568.00	160.32	3,728.32
146	146	99.00	3,332.40	149.76	3,482.12
147	147	99.00	3,332.40	149.76	3,482.12
148	148	78.00	2,625.52	118.00	2,743.48
149	149	99.00	3,332.40	149.76	3,482.12
150	150	99.00	3,332.40	149.76	3,482.12
151	151	99.00	3,332.40	149.76	3,482.12
152	152	80.00	2,692.84	121.00	2,813.84
153	153	102.00	3,433.36	154.28	3,587.64
154	154	102.00	3,433.36	154.28	3,587.64
155	155	102.00	3,433.36	154.28	3,587.64
156	156	102.00	3,433.36	154.28	3,587.64
157	157	108.00	3,635.32	163.36	3,798.68
158	158	102.00	3,433.36	154.28	3,587.64
159	159	102.00	3,433.36	154.28	3,587.64
160	160	102.00	3,433.36	154.28	3,587.64
161	161	102.00	3,433.36	154.28	3,587.64
162	162	102.00	3,433.36	154.28	3,587.64
163	163	102.00	3,433.36	154.28	3,587.64
164	164	102.00	3,433.36	154.28	3,587.64
165	165	105.00	3,534.36	158.80	3,693.16
166	166	105.00	3,534.36	158.80	3,693.16
167	167	105.00	3,534.36	158.80	3,693.16

168	168	105.00	3,534.36	158.80	3,693.16
169	169	109.00	3,669.00	164.88	3,833.84
170	170	105.00	3,534.36	158.80	3,693.16
171	171	105.00	3,534.36	158.80	3,693.16
172	172	105.00	3,534.36	158.80	3,693.16
173	173	105.00	3,534.36	158.80	3,693.16
174	174	105.00	3,534.36	158.80	3,693.16
175	175	105.00	3,534.36	158.80	3,693.16
176	176	105.00	3,534.36	158.80	3,693.16
177	177	107.00	3,601.68	161.84	3,763.52
178	178	107.00	3,601.68	161.84	3,763.52
179	179	107.00	3,601.68	161.84	3,763.52
180	180	107.00	3,601.68	161.84	3,763.52
181	181	112.00	3,769.96	169.40	3,939.36
182	182	107.00	3,601.68	161.84	3,763.52
183	183	107.00	3,601.68	161.84	3,763.52
184	184	107.00	3,601.68	161.84	3,763.52
185	185	107.00	3,601.68	161.84	3,763.52
186	186	107.00	3,601.68	161.84	3,763.52
187	187	107.00	3,601.68	161.84	3,763.52
188	188	107.00	3,601.68	161.84	3,763.52
189	189	109.00	3,669.00	164.88	3,833.84
190	190	109.00	3,669.00	164.88	3,833.84
191	191	109.00	3,669.00	164.88	3,833.84
192	192	109.00	3,669.00	164.88	3,833.84
193	193	114.00	3,837.28	172.44	4,009.72
194	194	109.00	3,669.00	164.88	3,833.84
195	195	109.00	3,669.00	164.88	3,833.84
196	196	109.00	3,669.00	164.88	3,833.84
197	197	109.00	3,669.00	164.88	3,833.84
198	198	109.00	3,669.00	164.88	3,833.84
199	199	109.00	3,669.00	164.88	3,833.84
200	200	109.00	3,669.00	164.88	3,833.84
		20,000.00	\$673,207.64	\$30,250.28	\$703,457.92

Cost Centre: Residential Fund
Strata Plan No. SP 56401
2 Signal Terrace, Cockburn Central WA 6164
Statement of Financial Performance
FOR THE PERIOD 01 May 2023 TO 30 April 2024

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/05/2023-30/04/2024	01/05/2023-30/04/2024	01/05/2022-30/04/2023
Administrative Fund			
INCOME			
543000 - Levies Due - Admin (Residential Fund)	\$62,544.10	\$62,544.00	\$54,386.00
142500 - Interest on Arrears--Admin	\$0.26	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$62,544.36	\$62,544.00	\$54,392.92
EXPENDITURE - ADMINISTRATIVE FUND			
554151 - Admin--GST Expense (Write Off) (Residential Fund)	\$0.49	\$0.00	\$0.00
560300 - Maint Bldg - Pool Decking (Residential Fund)	\$1,400.00	\$0.00	\$0.00
560305 - Amenities--Pool & Spa Maintenance (Residential Fund)	\$12,243.66	\$15,000.00	\$10,279.18
560400 - Amenities--Gym Equipment (Residential Fund)	\$3,219.50	\$2,000.00	\$2,102.50
570201 - Maint Bldg--Lift--Maintenance Contract (Residential Fund)	\$39,029.76	\$31,000.00	\$28,744.95
570205 - Maint Bldg--Lift--Telephone (Residential Fund)	\$1,716.89	\$7,000.00	\$2,246.69
TOTAL ADMIN EXPENDITURE	\$57,610.30	\$55,000.00	\$43,373.32
SURPLUS/DEFICIT	\$4,934.06	\$7,544.00	\$11,019.60
OPENING ADMIN BALANCE	\$41,200.72	\$41,200.72	\$30,181.12
ADMINISTRATIVE FUND BALANCE	\$46,134.78	\$48,744.72	\$41,200.72

Statement of Financial Performance**ACTUAL****BUDGET****ACTUAL LAST YEAR**

01/05/2023-30/04/2024

01/05/2023-
30/04/202401/05/2022-
30/04/2023**Reserve Fund****INCOME**

TOTAL RESERVE FUND INCOME	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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EXPENDITURE - RESERVE FUND

TOTAL CAPITAL EXPENDITURE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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SURPLUS/DEFICIT

	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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OPENING CAPITAL BALANCE

\$0.00

\$0.00

\$0.00

RESERVE FUND BALANCE\$0.00\$0.00\$0.00

Cost Centre: Residential Fund
Statement of Financial Position
AS AT 30 April 2024

Date : 15/05/2024
Time : 10:11
Username : Ai Vee Ho
Client Position : Management

Strata Plan No. SP 56401

2 Signal Terrace, Cockburn Central WA 6164

	Actual 01/05/2023 - 30/04/2024	Actual 01/05/2022 - 30/04/2023
<u>Owners Funds:</u>		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$4,934.06	\$11,019.60
Owners Equity--Admin	\$41,200.72	\$30181.12
	\$46,134.78	\$41,200.72
Reserve Fund		
Operating Surplus/Deficit--Capital Works	\$0.00	\$0.00
	\$0.00	\$0.00
Net Owners Funds	\$46,134.78	\$41,200.72
<u>Represented by:</u>		
<u>Assets</u>		
Administrative Fund		
Cash at Bank--Admin	\$58,571.56	\$43,423.68
Receivable--Levies--Admin	\$326.92	\$1,651.41
	\$58,898.48	\$45,075.09
Reserve Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Assets	\$58,898.48	\$45,075.09
<u>Less Liabilities</u>		
Administrative Fund		
Creditor--GST--Admin	\$448.78	\$(10.95)
Creditors--Other--Admin	\$387.50	\$(150.89)
Prepaid Levies--Admin	\$11,927.42	\$4036.21
	\$12,763.70	\$3,874.37
Reserve Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Liabilities	\$12,763.70	\$3,874.37
Net Assets	\$46,134.78	\$41,200.72

**Cost Centre: Residential Fund
Comparative Budget
to apply from 01/05/2024 -
30/04/2025**

Date : 27/06/2024
Time : 10:12
Username : Ai Vee Ho
Client Position : Management

Kingston Apartment, 2 Signal Terrace, COCKBURN CENTRAL - SP 56401 ABN: 15 542 828 051

	Administrative Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
543000 Levies Due - Admin (Residential Fund)	68,798.00	62,544.10	62,544.00
142500 Interest on Arrears--Admin	0.00	0.26	0.00
Total revenue	68,798.00	62,544.36	62,544.00
Less expenses			
554151 Admin--GST Expense (Write Off) (Residential Fund)	0.00	0.49	0.00
560300 Maint Bldg - Pool Decking (Residential Fund)	12,500.00	1,400.00	0.00
560305 Amenities-Pool & Spa Maintenance (Residential Fund)	11,500.00	12,243.66	15,000.00
560400 Amenities-Gym Equipment (Residential Fund)	3,500.00	3,219.50	2,000.00
560500 Maint Bldg-Gym Airconditioning (Residential Fund)	12,500.00	0.00	0.00
570201 Maint Bldg--Lift--Maintenance Contract (Residential Fund)	31,000.00	39,029.76	31,000.00
570205 Maint Bldg--Lift--Telephone (Residential Fund)	2,000.00	1,716.89	7,000.00
Total expenses	73,000.00	57,610.30	55,000.00
Surplus/Deficit	(4,202.00)	4,934.06	7,544.00
Opening balance	46,134.78	41200.72	41200.72
Closing balance	\$41,932.78	\$46,134.78	\$48,744.72
Total units of Entitlements	19,150.00	0.00	0.00
Levy contribution per unit Entitlements	\$3.59	\$62,544.00	\$62,544.00
Budgeted standard levy revenue	68,798.00	0.00	0.00
Add GST	6,879.80	0.00	0.00
Amount to raise in levies including GST	\$75,677.80	\$0.00	\$0.00

Reserve Fund

	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
242500 Interest on Arrears--Capital Works	0.00	0.00	0.00
Total revenue	0.00	0.00	0.00
Less expenses			
Total expenses	0.00	0.00	0.00
Surplus/Deficit	0.00	0.00	0.00
Opening balance	0.00	0.00	0.00
Closing balance	\$0.00	\$0.00	\$0.00
Total units of Entitlements	19,150.00	0.00	0.00
Levy contribution per unit Entitlements	\$0.00	\$0.00	\$0.00
Budgeted standard levy revenue	0.00	0.00	0.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$0.00	\$0.00	\$0.00

Proposed Contribution Schedule to apply from 01 May 2024

2 Signal Terrace, Cockburn Central WA 6164 - SP 56401 (Cost Centre: Residential Fund)

Annual levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot Number	Unit	Lot Liability	Administrative Fund	Reserve Fund	Annual Total
1	1	100.00	395.20	0.00	395.20
2	2	100.00	395.20	0.00	395.20
3	3	77.00	304.28	0.00	304.28
4	4	100.00	395.20	0.00	395.20
5	5	100.00	395.20	0.00	395.20
6	6	100.00	395.20	0.00	395.20
7	7	100.00	395.20	0.00	395.20
8	8	106.00	418.92	0.00	418.92
9	9	101.00	399.16	0.00	399.16
10	10	106.00	418.92	0.00	418.92
11	11	101.00	399.16	0.00	399.16
12	12	106.00	418.92	0.00	418.92
13	13	80.00	316.16	0.00	316.16
14	14	106.00	418.92	0.00	418.92
15	15	101.00	399.16	0.00	399.16
16	16	106.00	418.92	0.00	418.92
17	17	101.00	399.16	0.00	399.16
18	18	106.00	418.92	0.00	418.92
19	19	101.00	399.16	0.00	399.16
20	20	83.00	328.00	0.00	328.00
21	21	101.00	399.16	0.00	399.16
22	22	107.00	422.84	0.00	422.84
23	23	103.00	407.04	0.00	407.04
24	24	103.00	407.04	0.00	407.04
25	25	103.00	407.04	0.00	407.04
26	26	103.00	407.04	0.00	407.04
27	27	81.00	320.12	0.00	320.12
28	28	103.00	407.04	0.00	407.04
29	29	103.00	407.04	0.00	407.04
30	30	103.00	407.04	0.00	407.04
31	31	103.00	407.04	0.00	407.04
32	32	103.00	407.04	0.00	407.04
33	33	103.00	407.04	0.00	407.04
34	34	81.00	320.12	0.00	320.12
35	35	103.00	407.04	0.00	407.04
36	36	109.00	430.76	0.00	430.76
37	37	112.00	442.60	0.00	442.60
38	38	107.00	422.84	0.00	422.84
39	39	112.00	442.60	0.00	442.60
40	40	107.00	422.84	0.00	422.84
41	41	107.00	422.84	0.00	422.84
42	42	107.00	422.84	0.00	422.84
43	43	107.00	422.84	0.00	422.84
44	44	107.00	422.84	0.00	422.84

45	45	107.00	422.84	0.00	422.84
46	46	112.00	442.60	0.00	442.60
47	47	83.00	328.00	0.00	328.00
49	49	95.00	375.44	0.00	375.44
50	50	103.00	407.04	0.00	407.04
51	51	103.00	407.04	0.00	407.04
52	52	100.00	395.20	0.00	395.20
53	53	77.00	304.28	0.00	304.28
54	54	100.00	395.20	0.00	395.20
55	55	100.00	395.20	0.00	395.20
56	56	97.00	383.32	0.00	383.32
57	57	102.00	403.08	0.00	403.08
58	58	102.00	403.08	0.00	403.08
59	59	102.00	403.08	0.00	403.08
60	60	102.00	403.08	0.00	403.08
61	61	101.00	399.16	0.00	399.16
62	62	107.00	422.84	0.00	422.84
63	63	97.00	383.32	0.00	383.32
64	64	107.00	422.84	0.00	422.84
65	65	107.00	422.84	0.00	422.84
66	66	103.00	407.04	0.00	407.04
67	67	107.00	422.84	0.00	422.84
68	68	100.00	395.20	0.00	395.20
69	69	81.00	320.12	0.00	320.12
70	70	81.00	320.12	0.00	320.12
71	71	81.00	320.12	0.00	320.12
72	72	103.00	407.04	0.00	407.04
73	73	81.00	320.12	0.00	320.12
74	74	81.00	320.12	0.00	320.12
75	75	103.00	407.04	0.00	407.04
76	76	81.00	320.12	0.00	320.12
77	77	81.00	320.12	0.00	320.12
78	78	109.00	430.76	0.00	430.76
79	79	100.00	395.20	0.00	395.20
80	80	109.00	430.76	0.00	430.76
81	81	109.00	430.76	0.00	430.76
82	82	103.00	407.04	0.00	407.04
83	83	109.00	430.76	0.00	430.76
84	84	102.00	403.08	0.00	403.08
85	85	106.00	418.92	0.00	418.92
86	86	106.00	418.92	0.00	418.92
87	87	102.00	403.08	0.00	403.08
88	88	106.00	418.92	0.00	418.92
89	89	106.00	418.92	0.00	418.92
90	90	106.00	418.92	0.00	418.92
91	91	106.00	418.92	0.00	418.92
92	92	106.00	418.92	0.00	418.92
94	Comm94	0.00	0.00	0.00	0.00
95	95	78.00	308.24	0.00	308.24
96	96	78.00	308.24	0.00	308.24
97	97	97.00	383.32	0.00	383.32
98	98	97.00	383.32	0.00	383.32
99	99	97.00	383.32	0.00	383.32
100	100	78.00	308.24	0.00	308.24
101	101	81.00	320.12	0.00	320.12
102	102	81.00	320.12	0.00	320.12
103	103	103.00	407.04	0.00	407.04
104	104	103.00	407.04	0.00	407.04
105	105	103.00	407.04	0.00	407.04
106	106	103.00	407.04	0.00	407.04

107	107	103.00	407.04	0.00	407.04
108	108	103.00	407.04	0.00	407.04
109	109	83.00	328.00	0.00	328.00
110	110	83.00	328.00	0.00	328.00
111	111	106.00	418.92	0.00	418.92
112	112	106.00	418.92	0.00	418.92
113	113	106.00	418.92	0.00	418.92
114	114	106.00	418.92	0.00	418.92
115	115	106.00	418.92	0.00	418.92
116	116	106.00	418.92	0.00	418.92
117	117	84.00	331.96	0.00	331.96
118	118	84.00	331.96	0.00	331.96
119	119	108.00	426.80	0.00	426.80
120	120	108.00	426.80	0.00	426.80
121	121	108.00	426.80	0.00	426.80
122	122	108.00	426.80	0.00	426.80
123	123	108.00	426.80	0.00	426.80
124	124	108.00	426.80	0.00	426.80
125	125	86.00	339.88	0.00	339.88
126	126	86.00	339.88	0.00	339.88
127	127	111.00	438.64	0.00	438.64
128	128	111.00	438.64	0.00	438.64
129	129	111.00	438.64	0.00	438.64
130	130	111.00	438.64	0.00	438.64
131	131	111.00	438.64	0.00	438.64
132	132	111.00	438.64	0.00	438.64
134	Comm134	0.00	0.00	0.00	0.00
135	Comm135	0.00	0.00	0.00	0.00
136	Comm136	0.00	0.00	0.00	0.00
137	Comm137	0.00	0.00	0.00	0.00
138	Comm138	0.00	0.00	0.00	0.00
139	Comm139	0.00	0.00	0.00	0.00
140	Comm140	0.00	0.00	0.00	0.00
141	141	99.00	391.24	0.00	391.24
142	142	99.00	391.24	0.00	391.24
143	143	99.00	391.24	0.00	391.24
144	144	106.00	418.92	0.00	418.92
145	145	106.00	418.92	0.00	418.92
146	146	99.00	391.24	0.00	391.24
147	147	99.00	391.24	0.00	391.24
148	148	78.00	308.24	0.00	308.24
149	149	99.00	391.24	0.00	391.24
150	150	99.00	391.24	0.00	391.24
151	151	99.00	391.24	0.00	391.24
152	152	80.00	316.16	0.00	316.16
153	153	102.00	403.08	0.00	403.08
154	154	102.00	403.08	0.00	403.08
155	155	102.00	403.08	0.00	403.08
156	156	102.00	403.08	0.00	403.08
157	157	108.00	426.80	0.00	426.80
158	158	102.00	403.08	0.00	403.08
159	159	102.00	403.08	0.00	403.08
160	160	102.00	403.08	0.00	403.08
161	161	102.00	403.08	0.00	403.08
162	162	102.00	403.08	0.00	403.08
163	163	102.00	403.08	0.00	403.08
164	164	102.00	403.08	0.00	403.08
165	165	105.00	414.96	0.00	414.96
166	166	105.00	414.96	0.00	414.96
167	167	105.00	414.96	0.00	414.96

168	168	105.00	414.96	0.00	414.96
169	169	109.00	430.76	0.00	430.76
170	170	105.00	414.96	0.00	414.96
171	171	105.00	414.96	0.00	414.96
172	172	105.00	414.96	0.00	414.96
173	173	105.00	414.96	0.00	414.96
174	174	105.00	414.96	0.00	414.96
175	175	105.00	414.96	0.00	414.96
176	176	105.00	414.96	0.00	414.96
177	177	107.00	422.84	0.00	422.84
178	178	107.00	422.84	0.00	422.84
179	179	107.00	422.84	0.00	422.84
180	180	107.00	422.84	0.00	422.84
181	181	112.00	442.60	0.00	442.60
182	182	107.00	422.84	0.00	422.84
183	183	107.00	422.84	0.00	422.84
184	184	107.00	422.84	0.00	422.84
185	185	107.00	422.84	0.00	422.84
186	186	107.00	422.84	0.00	422.84
187	187	107.00	422.84	0.00	422.84
188	188	107.00	422.84	0.00	422.84
189	189	109.00	430.76	0.00	430.76
190	190	109.00	430.76	0.00	430.76
191	191	109.00	430.76	0.00	430.76
192	192	109.00	430.76	0.00	430.76
193	193	114.00	450.52	0.00	450.52
194	194	109.00	430.76	0.00	430.76
195	195	109.00	430.76	0.00	430.76
196	196	109.00	430.76	0.00	430.76
197	197	109.00	430.76	0.00	430.76
198	198	109.00	430.76	0.00	430.76
199	199	109.00	430.76	0.00	430.76
200	200	109.00	430.76	0.00	430.76
		19,150.00	\$75,677.88	\$0.00	\$75,677.88

Cost Centre: Utility Fund
Strata Plan No. SP 56401
2 Signal Terrace, Cockburn Central WA 6164
Statement of Financial Performance
FOR THE PERIOD 01 May 2023 TO 30 April 2024

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/05/2023-30/04/2024	01/05/2023-30/04/2024	01/05/2022-30/04/2023
Administrative Fund			
INCOME			
343000 - Levies Due - Admin (Utility Fund)	\$128,800.00	\$128,800.00	\$112,200.00
142500 - Interest on Arrears--Admin	\$0.52	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$128,800.52	\$128,800.00	\$112,222.73
EXPENDITURE - ADMINISTRATIVE FUND			
354151 - Admin--GST Expense (Write Off) (Utility Fund)	\$0.83	\$0.00	\$0.00
390200 - Utility--Electricity (Utility Fund)	\$54,082.33	\$43,000.00	\$42,151.65
390400 - Utility--Gas (Utility Fund)	\$39,699.15	\$30,000.00	\$30,262.96
391300 - Utility--Water Consumption (Utility Fund)	\$43,423.64	\$47,000.00	\$47,045.65
TOTAL ADMIN EXPENDITURE	\$137,205.95	\$120,000.00	\$119,460.26
SURPLUS/DEFICIT	\$(8,405.43)	\$8,800.00	\$(7,237.53)
OPENING ADMIN BALANCE	\$13,259.58	\$13,259.58	\$20,497.11
ADMINISTRATIVE FUND BALANCE	\$4,854.15	\$22,059.58	\$13,259.58

Statement of Financial Performance**ACTUAL****BUDGET****ACTUAL LAST YEAR**

01/05/2023-30/04/2024

01/05/2023-
30/04/202401/05/2022-
30/04/2023**Reserve Fund****INCOME**

TOTAL RESERVE FUND INCOME	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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EXPENDITURE - RESERVE FUND

TOTAL CAPITAL EXPENDITURE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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SURPLUS/DEFICIT

	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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OPENING CAPITAL BALANCE

\$0.00

\$0.00

\$0.00

RESERVE FUND BALANCE\$0.00\$0.00\$0.00

Cost Centre: Utility Fund
Statement of Financial Position
AS AT 30 April 2024

Date : 15/05/2024
Time : 10:02
Username : Ai Vee Ho
Client Position : Management

Strata Plan No. SP 56401

2 Signal Terrace, Cockburn Central WA 6164

	Actual 01/05/2023 - 30/04/2024	Actual 01/05/2022 - 30/04/2023
<u>Owners Funds:</u>		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$(8,405.43)	\$(7,237.53)
Owners Equity--Admin	\$13,259.58	\$20497.11
	\$4,854.15	\$13,259.58
Reserve Fund		
Operating Surplus/Deficit--Capital Works	\$0.00	\$0.00
	\$0.00	\$0.00
Net Owners Funds	\$4,854.15	\$13,259.58
<u>Represented by:</u>		
<u>Assets</u>		
Administrative Fund		
Cash at Bank--Admin	\$28,725.90	\$18,455.75
Receivable--Levies--Admin	\$644.65	\$3,185.96
	\$29,370.55	\$21,641.71
Reserve Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Assets	\$29,370.55	\$21,641.71
<u>Less Liabilities</u>		
Administrative Fund		
Creditor--GST--Admin	\$87.10	\$(139.19)
Prepaid Levies--Admin	\$24,429.30	\$8521.32
	\$24,516.40	\$8,382.13
Reserve Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Liabilities	\$24,516.40	\$8,382.13
Net Assets	\$4,854.15	\$13,259.58

**Cost Centre: Utility Fund
Comparative Budget
to apply from 01/05/2024 -
30/04/2025**

Date : 27/06/2024
Time : 10:19
Username : Ai Vee Ho
Client Position : Management

Kingston Apartment, 2 Signal Terrace, COCKBURN CENTRAL - SP 56401 ABN: 15 542 828 051

	Administrative Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
343000 Levies Due - Admin (Utility Fund)	141,680.00	128,800.00	128,800.00
142500 Interest on Arrears--Admin	0.00	0.52	0.00
Total revenue	141,680.00	128,800.52	128,800.00
Less expenses			
354151 Admin--GST Expense (Write Off) (Utility Fund)	0.00	0.83	0.00
390200 Utility--Electricity (Utility Fund)	60,000.00	54,082.33	43,000.00
390400 Utility--Gas (Utility Fund)	40,000.00	39,699.15	30,000.00
391300 Utility--Water Consumption (Utility Fund)	44,000.00	43,423.64	47,000.00
Total expenses	144,000.00	137,205.95	120,000.00
Surplus/Deficit	(2,320.00)	(8,405.43)	8,800.00
Opening balance	4,854.15	13259.58	13259.58
Closing balance	\$2,534.15	\$4,854.15	\$22,059.58
Total units of Entitlements	20,000.00	0.00	0.00
Levy contribution per unit Entitlements	\$7.08	\$128,800.00	\$128,800.00
Budgeted standard levy revenue	141,680.00	0.00	0.00
Add GST	14,168.00	0.00	0.00
Amount to raise in levies including GST	\$155,848.00	\$0.00	\$0.00

Reserve Fund

	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
242500 Interest on Arrears--Capital Works	0.00	0.00	0.00
Total revenue	0.00	0.00	0.00
Less expenses			
Total expenses	0.00	0.00	0.00
Surplus/Deficit			
	0.00	0.00	0.00
Opening balance	0.00	0.00	0.00
Closing balance	\$0.00	\$0.00	\$0.00
Total units of Entitlements	20,000.00	0.00	0.00
Levy contribution per unit Entitlements	\$0.00	\$0.00	\$0.00
Budgeted standard levy revenue	0.00	0.00	0.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$0.00	\$0.00	\$0.00

Proposed Contribution Schedule to apply from 01 May 2024

2 Signal Terrace, Cockburn Central WA 6164 - SP 56401 (Cost Centre: Utility Fund)

Annual levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot Number	Unit	Lot Liability	Administrative Fund	Reserve Fund	Annual Total
1	1	100.00	779.24	0.00	779.24
2	2	100.00	779.24	0.00	779.24
3	3	77.00	600.00	0.00	600.00
4	4	100.00	779.24	0.00	779.24
5	5	100.00	779.24	0.00	779.24
6	6	100.00	779.24	0.00	779.24
7	7	100.00	779.24	0.00	779.24
8	8	106.00	826.00	0.00	826.00
9	9	101.00	787.04	0.00	787.04
10	10	106.00	826.00	0.00	826.00
11	11	101.00	787.04	0.00	787.04
12	12	106.00	826.00	0.00	826.00
13	13	80.00	623.40	0.00	623.40
14	14	106.00	826.00	0.00	826.00
15	15	101.00	787.04	0.00	787.04
16	16	106.00	826.00	0.00	826.00
17	17	101.00	787.04	0.00	787.04
18	18	106.00	826.00	0.00	826.00
19	19	101.00	787.04	0.00	787.04
20	20	83.00	646.76	0.00	646.76
21	21	101.00	787.04	0.00	787.04
22	22	107.00	833.80	0.00	833.80
23	23	103.00	802.64	0.00	802.64
24	24	103.00	802.64	0.00	802.64
25	25	103.00	802.64	0.00	802.64
26	26	103.00	802.64	0.00	802.64
27	27	81.00	631.20	0.00	631.20
28	28	103.00	802.64	0.00	802.64
29	29	103.00	802.64	0.00	802.64
30	30	103.00	802.64	0.00	802.64
31	31	103.00	802.64	0.00	802.64
32	32	103.00	802.64	0.00	802.64
33	33	103.00	802.64	0.00	802.64
34	34	81.00	631.20	0.00	631.20
35	35	103.00	802.64	0.00	802.64
36	36	109.00	849.36	0.00	849.36
37	37	112.00	872.76	0.00	872.76
38	38	107.00	833.80	0.00	833.80
39	39	112.00	872.76	0.00	872.76
40	40	107.00	833.80	0.00	833.80
41	41	107.00	833.80	0.00	833.80
42	42	107.00	833.80	0.00	833.80
43	43	107.00	833.80	0.00	833.80
44	44	107.00	833.80	0.00	833.80

45	45	107.00	833.80	0.00	833.80
46	46	112.00	872.76	0.00	872.76
47	47	83.00	646.76	0.00	646.76
49	49	95.00	740.28	0.00	740.28
50	50	103.00	802.64	0.00	802.64
51	51	103.00	802.64	0.00	802.64
52	52	100.00	779.24	0.00	779.24
53	53	77.00	600.00	0.00	600.00
54	54	100.00	779.24	0.00	779.24
55	55	100.00	779.24	0.00	779.24
56	56	97.00	755.88	0.00	755.88
57	57	102.00	794.84	0.00	794.84
58	58	102.00	794.84	0.00	794.84
59	59	102.00	794.84	0.00	794.84
60	60	102.00	794.84	0.00	794.84
61	61	101.00	787.04	0.00	787.04
62	62	107.00	833.80	0.00	833.80
63	63	97.00	755.88	0.00	755.88
64	64	107.00	833.80	0.00	833.80
65	65	107.00	833.80	0.00	833.80
66	66	103.00	802.64	0.00	802.64
67	67	107.00	833.80	0.00	833.80
68	68	100.00	779.24	0.00	779.24
69	69	81.00	631.20	0.00	631.20
70	70	81.00	631.20	0.00	631.20
71	71	81.00	631.20	0.00	631.20
72	72	103.00	802.64	0.00	802.64
73	73	81.00	631.20	0.00	631.20
74	74	81.00	631.20	0.00	631.20
75	75	103.00	802.64	0.00	802.64
76	76	81.00	631.20	0.00	631.20
77	77	81.00	631.20	0.00	631.20
78	78	109.00	849.36	0.00	849.36
79	79	100.00	779.24	0.00	779.24
80	80	109.00	849.36	0.00	849.36
81	81	109.00	849.36	0.00	849.36
82	82	103.00	802.64	0.00	802.64
83	83	109.00	849.36	0.00	849.36
84	84	102.00	794.84	0.00	794.84
85	85	106.00	826.00	0.00	826.00
86	86	106.00	826.00	0.00	826.00
87	87	102.00	794.84	0.00	794.84
88	88	106.00	826.00	0.00	826.00
89	89	106.00	826.00	0.00	826.00
90	90	106.00	826.00	0.00	826.00
91	91	106.00	826.00	0.00	826.00
92	92	106.00	826.00	0.00	826.00
94	Comm94	127.00	989.64	0.00	989.64
95	95	78.00	607.80	0.00	607.80
96	96	78.00	607.80	0.00	607.80
97	97	97.00	755.88	0.00	755.88
98	98	97.00	755.88	0.00	755.88
99	99	97.00	755.88	0.00	755.88
100	100	78.00	607.80	0.00	607.80
101	101	81.00	631.20	0.00	631.20
102	102	81.00	631.20	0.00	631.20
103	103	103.00	802.64	0.00	802.64
104	104	103.00	802.64	0.00	802.64
105	105	103.00	802.64	0.00	802.64
106	106	103.00	802.64	0.00	802.64

107	107	103.00	802.64	0.00	802.64
108	108	103.00	802.64	0.00	802.64
109	109	83.00	646.76	0.00	646.76
110	110	83.00	646.76	0.00	646.76
111	111	106.00	826.00	0.00	826.00
112	112	106.00	826.00	0.00	826.00
113	113	106.00	826.00	0.00	826.00
114	114	106.00	826.00	0.00	826.00
115	115	106.00	826.00	0.00	826.00
116	116	106.00	826.00	0.00	826.00
117	117	84.00	654.56	0.00	654.56
118	118	84.00	654.56	0.00	654.56
119	119	108.00	841.60	0.00	841.60
120	120	108.00	841.60	0.00	841.60
121	121	108.00	841.60	0.00	841.60
122	122	108.00	841.60	0.00	841.60
123	123	108.00	841.60	0.00	841.60
124	124	108.00	841.60	0.00	841.60
125	125	86.00	670.16	0.00	670.16
126	126	86.00	670.16	0.00	670.16
127	127	111.00	864.96	0.00	864.96
128	128	111.00	864.96	0.00	864.96
129	129	111.00	864.96	0.00	864.96
130	130	111.00	864.96	0.00	864.96
131	131	111.00	864.96	0.00	864.96
132	132	111.00	864.96	0.00	864.96
134	Comm134	124.00	966.28	0.00	966.28
135	Comm135	114.00	888.32	0.00	888.32
136	Comm136	105.00	818.20	0.00	818.20
137	Comm137	95.00	740.28	0.00	740.28
138	Comm138	95.00	740.28	0.00	740.28
139	Comm139	95.00	740.28	0.00	740.28
140	Comm140	95.00	740.28	0.00	740.28
141	141	99.00	771.44	0.00	771.44
142	142	99.00	771.44	0.00	771.44
143	143	99.00	771.44	0.00	771.44
144	144	106.00	826.00	0.00	826.00
145	145	106.00	826.00	0.00	826.00
146	146	99.00	771.44	0.00	771.44
147	147	99.00	771.44	0.00	771.44
148	148	78.00	607.80	0.00	607.80
149	149	99.00	771.44	0.00	771.44
150	150	99.00	771.44	0.00	771.44
151	151	99.00	771.44	0.00	771.44
152	152	80.00	623.40	0.00	623.40
153	153	102.00	794.84	0.00	794.84
154	154	102.00	794.84	0.00	794.84
155	155	102.00	794.84	0.00	794.84
156	156	102.00	794.84	0.00	794.84
157	157	108.00	841.60	0.00	841.60
158	158	102.00	794.84	0.00	794.84
159	159	102.00	794.84	0.00	794.84
160	160	102.00	794.84	0.00	794.84
161	161	102.00	794.84	0.00	794.84
162	162	102.00	794.84	0.00	794.84
163	163	102.00	794.84	0.00	794.84
164	164	102.00	794.84	0.00	794.84
165	165	105.00	818.20	0.00	818.20
166	166	105.00	818.20	0.00	818.20
167	167	105.00	818.20	0.00	818.20

168	168	105.00	818.20	0.00	818.20
169	169	109.00	849.36	0.00	849.36
170	170	105.00	818.20	0.00	818.20
171	171	105.00	818.20	0.00	818.20
172	172	105.00	818.20	0.00	818.20
173	173	105.00	818.20	0.00	818.20
174	174	105.00	818.20	0.00	818.20
175	175	105.00	818.20	0.00	818.20
176	176	105.00	818.20	0.00	818.20
177	177	107.00	833.80	0.00	833.80
178	178	107.00	833.80	0.00	833.80
179	179	107.00	833.80	0.00	833.80
180	180	107.00	833.80	0.00	833.80
181	181	112.00	872.76	0.00	872.76
182	182	107.00	833.80	0.00	833.80
183	183	107.00	833.80	0.00	833.80
184	184	107.00	833.80	0.00	833.80
185	185	107.00	833.80	0.00	833.80
186	186	107.00	833.80	0.00	833.80
187	187	107.00	833.80	0.00	833.80
188	188	107.00	833.80	0.00	833.80
189	189	109.00	849.36	0.00	849.36
190	190	109.00	849.36	0.00	849.36
191	191	109.00	849.36	0.00	849.36
192	192	109.00	849.36	0.00	849.36
193	193	114.00	888.32	0.00	888.32
194	194	109.00	849.36	0.00	849.36
195	195	109.00	849.36	0.00	849.36
196	196	109.00	849.36	0.00	849.36
197	197	109.00	849.36	0.00	849.36
198	198	109.00	849.36	0.00	849.36
199	199	109.00	849.36	0.00	849.36
200	200	109.00	849.36	0.00	849.36
		20,000.00	\$155,847.88	\$0.00	\$155,847.88

Information page from Strata Titles Act 1985

NB: This page is for information only and not part of the prescribed form.

VOTING BY PROXY

You may appoint another member of the strata company or another person to represent you at general meetings. (Proxy)

An instrument (proxy form) appointing a proxy must be in writing and executed by the appointer (owner) or the appointer's attorney.

You may appoint a proxy for a specific meeting only or as an enduring proxy (all future meetings) which will remain in effect until it is revoked by you or your attorney.

You may direct your proxy how to vote on all or some resolutions, however, if you attend the meeting you must vote on all resolutions.

A person appointed as your proxy cannot transfer the proxy to another person.

Co-owners of a lot (e.g. husband and wife) may vote **only** if a proxy form has been completed by all the co-owners appointing one of the owners to vote on their behalf.

QUORUM

A quorum for a general meeting is at least one-half of the persons entitled to vote in person or by duly appointed proxy.

If a quorum is not present after 30 minutes has elapsed from the advised meeting start time as per the AGM Notice, those present and entitled to vote constitute a quorum and therefore the meeting can proceed.

VOTING PROCEDURES

Generally, resolutions are decided by voting on a show of hands.

The Strata Titles Act 1985 requires some resolutions to be passed either by a Unanimous resolution, Special resolution or by Resolution without Dissent.

The notice of meeting will state if any of these types of resolutions are required.

In the case of a Unanimous or Resolution without Dissent an owner does not have to be financial to vote however Co-Owners must have filled in a proxy form.

VOTE COUNTED BY UNIT ENTITLEMENT

An owner/proxy can demand that a particular resolution be determined by a count of the unit entitlements of the lots.

A vote counted by unit entitlement can only be requested prior to the motion being put to a vote.

RESOLUTION PASSED

A declaration by the meeting Chairperson that the resolution has passed or failed is conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution. If the votes for or against the resolution are equal in number, the motion is deemed to have failed.

VOTES FOR ELECTION OF COUNCIL MEMBERS

An owner/proxy has one vote for each lot (unit) they own and/or represent as proxy.



GENERAL PROXY FORM

Name(s) of lot owner(s)

Of (Strata Scheme address)

2 Signal Terrace, Cockburn Central, WA, 6164

Being the owner(s) of lot(s)

Authorise:

Name of person*

Or in the absence of the above designated proxy noted above the Chairperson

Note Select only one of the following options by deleting the other three options

AS MY / OUR PROXY:

To attend, speak and vote on my/our behalf as an enduring proxy until this enduring proxy is revoked

OR

To attend, speak and vote on my/our behalf at the Annual General Meeting of the Strata Plan scheduled to be held on: 17 July 2024

OR

To attend, speak and vote on my/our behalf until: ___/___/___(insert date until which proxy will be valid)

OR

I / We direct the proxy to vote in relation to the following resolutions of matters as follows:

Sole or Co-Owners:

Signed by member(s) giving proxy

Printed Name(s)

Date:

Corporations:

EXECUTED by

in accordance with s127(1) of the *Corporations Act 2001*

Signature of Director or Sole Director/Company Secretary (Circle whichever is applicable)

Signature of Director or Company Secretary (Circle whichever is applicable)

[Print full name block letters]

[Print full name block letters]

[Usual address]

[Usual address]

email. admin@oakfield.com.au | **phone.** 08 6355 5225

1/1050 Hay Street, West Perth, WA, 6005

www.oakfield.com.au

Connect with us





COUNCIL NOMINATION FORM

1. SELF OR INDIVIDUAL NOMINATION – Where the lot is owned in one name and not jointly

I wish to nominate myself for election to the council at the forthcoming Annual General Meeting for the above-mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature: _____ **Date:** ___ / ___ / ___

OR

I wish to nominate _____ the Proprietor of Lot _____ for election to the council at the forthcoming Annual General Meeting for the above-mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature: _____ **Date:** ___ / ___ / ___

2. NOMINATE CO-PROPRIETOR – where the lot is owned in joint names

I wish to nominate the following co-proprietor of our lot for election to the council at the forthcoming Annual General Meeting for the above mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature of Nominee Accepting Nomination:

_____ **Date:** ___ / ___ / ___

Signature of Nominator/s: (All co-proprietors must consent to this nomination)

_____ Proprietor

_____ Proprietor

3. COMPANY NOMINATION – where the lot is owned in a company name

I wish to nominate the following company for election to the council at the forthcoming Annual General Meeting for the above mentioned Strata Company until further advised in writing:

Company Name: _____ **Lot Number:** _____

The person authorised by the company to act on its behalf on the Council is:

Nominee: _____

Signatures of Director/Secretary/Attorney/Officer/Agent (delete those not applicable)

_____ **Date:** ___ / ___ / ___

The appointment of a council is a requirement for the Strata Company to conform to the provisions of the Act. A council must consist of not less than three nor more than seven proprietors.

Important Notes about the Council

1. The council are responsible for performing and delegating the duties of the Strata Company.
2. The council are responsible for providing instructions to Strata Manager.
3. A Chairman, Secretary and Treasurer must be elected.





DEBT COLLECTION PROCEDURE

INITIAL LEVY NOTICE¹

The initial Levy Notice will be issued via the preferred communication method² approximately 3-weeks prior to the due date.

STAGE 1 – OWNER STATEMENT

If payment has not been received within 14 days of the due date, a complimentary Reminder Notice will be issued via the preferred communication method²

STAGE 2 – REMINDER NOTICE

If payment has not been received within 30 days of the due date, an Arrears Notice will be issued via the preferred communication method² providing final written notice that payment is due.

NOTE: A management fee will be incurred by the strata company in accordance with the Strata Management Agreement and will be on-billed to the relevant lot proprietor when this letter is issued.

STAGE 3 – FINAL FEE NOTICE

If payment has not been received within 45 days of the due date (approximately 14 days from the issue of the Arrears Notice), the Strata Management team will attempt to contact the proprietor via phone and/or email (only if the proprietor has registered such details with Oakfield in writing) providing the proprietor with 3 business days to make payment.

NOTE: A management fee will be incurred by the strata company in accordance with the Strata Management Agreement and will be on-billed to the relevant lot proprietor when this contact is attempted.

STAGE 4 – DEBT COLLECTION NOTICE

If payment has not been received within 3 business days from Stage 3, the Strata Company shall commence legal proceedings. Once lawyers are engaged, they will issue a Final Demand Notice to the proprietor.

NOTE: A management fee and legal fees will be incurred by the strata company should legal action proceed and will be on-billed to the relevant lot proprietor.

STAGE 5 – MAGISTRATES COURT PROCEEDINGS

If payment has not been made within the terms specified in the Final Demand Notice, a General Procedures Claim will be issued to the Perth Magistrates Court to seek a judgement on the debt.

This could result in a caveat on the Certificate of Title or an order to sell the property.

NOTE: Legal fees, Court fees and Bailiff fees will be incurred by the strata company and will be on-billed to the relevant Lot.

INTEREST CHARGES

Where applicable, simple interest will be charged from 30 days after the due date at a rate of 11% per annum, accrued daily.

NOTE: This procedure is delegated to Oakfield to facilitate. The Council of Owners may, at their discretion, make decisions in contradiction with this procedure and instruct Oakfield accordingly.

For example, in certain situations the Council may feel it is appropriate to offer the option of a payment plan to a proprietor.

¹ Interest bearing amounts include Contributions, Payments for exclusive use, Penalties imposed by SAT. Non-Interest bearing amounts include: Utility services, Work undertaken by the Strata Company on the owners Lot.

² Preferred communication method means the method (i.e. post or email, to the owner or their Agent) and associated address that has been submitted to Oakfield as the proprietor's preferred method of receiving levy notices

³ Note! The Strata Company is entitled to charge simple interest on applicable outstanding amounts at a rate of 11% per annum per day from the first day after the due date in accordance with the Strata Titles Act (1985) and the current interest rate prescribed in the Strata Titles General Regulations 1996



Attachment 5

email. admin@oakfield.com.au | phone. 08 6355 5225
 2/1050 Hay Street, West Perth, WA, 6005 | abn 39 651 027 726
www.oakfield.com.au

Master Owner Ledger
Owners: Current Owners in The Owners - Strata Plan
 SP 56401

Date : 07/10/2024
Time : 12:11
Username : Joel Love
Client Position : Strata Manager

Kingston Apartment, 2 Signal Terrace, COCKBURN CENTRAL - SP 56401 ABN: 15 542 828 051

Lot 10 **Unit 10** **Sunil Karwasra** UE / AE: 106.00 / 20,000.00

Levies

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit				
			Balance brought forward	924.99	924.99	14.92	14.92				
1	01/08/2023	Quarterly	(01/08/2023 - 31/10/2023) Quarterly Residential Fund Contribution	82.79	82.79	0.00	0.00	0.00	0.00% Standard	PAID	Residential Fund
2	01/08/2023	Quarterly	(01/08/2023 - 31/10/2023) Admin & Reserve Fund Levy	705.08	705.08	31.83	31.83	0.00	0.00% Standard	PAID	None
3	01/08/2023	Quarterly	(01/08/2023 - 31/10/2023) Quarterly Utility Fund Contribution	163.24	163.24	0.00	0.00	0.00	0.00% Standard	PAID	Utility Fund
4	31/08/2023	Once-off	Reminder	33.00	33.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None

Lot 10 **Unit 10** **Sunil Karwasra** UE / AE: 106.00 / 20,000.00

5	15/09/2023	Once-off	Notice - Levy (01/08/2023 - 31/10/2023) Final Fee	33.00	33.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None
6	25/09/2023	Once-off	Notice - Levy (01/08/2023 - 31/10/2023) Debt Collection	140.00	140.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None
7	01/11/2023	Quarterly	Notice - Levy (01/08/2023 - 31/10/2023) (01/11/2023 - 31/01/2024) Quarterly Utility Fund	212.21	212.21	0.00	0.00	0.00	0.00% Standard	PAID	Utility Fund
8	01/11/2023	Quarterly	Contribution (01/11/2023 - 31/01/2024) Quarterly Residential Fund	107.62	107.62	0.00	0.00	0.00	0.00% Standard	PAID	Residential Fund
9	01/11/2023	Quarterly	Contribution (01/11/2023 - 31/01/2024) Admin & Reserve Fund Levy	916.74	916.74	41.04	41.04	0.00	0.00% Standard	PAID	None
10	01/12/2023	Once-off	Reminder Notice - Levy (01/11/2023 - 31/01/2024)	33.00	33.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None
11	18/12/2023	Once-off	Final Fee Notice - Levy (01/11/2023 - 31/01/2024)	33.00	33.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None
12	02/01/2024	Once-off	Debt Collection Notice - Levy (01/11/2023 - 31/01/2024)	140.00	140.00	0.00	0.00	0.00	0.00% Recovery Fees	PAID	None
13	04/01/2024	Once-off	Lot 10 : Attendance to drafting GPC	826.65	826.65	0.00	0.00	0.00	0.00% Bill to Lot	Paid	None

Lot 10 **Unit 10** **Sunil Karwasra** UE / AE: 106.00 / 20,000.00

14	01/02/2024	Quarterly	and filing fee 1/12/23 – GV Lawyers Inv-56069 (01/02/2024 - 30/04/2024) Quarterly Utility Fund Contribution	212.21	212.21	0.00	0.00	0.00	0.00% Standard	PAID	Utility Fund
15	01/02/2024	Quarterly	(01/02/2024 - 30/04/2024) Admin & Reserve Fund Levy	916.74	916.74	41.04	41.04	0.00	0.00% Standard	PAID	None
16	01/02/2024	Quarterly	(01/02/2024 - 30/04/2024) Quarterly Residential Fund Contribution	107.62	107.62	0.00	0.00	0.00	0.00% Standard	PAID	Residential Fund
17	13/02/2024	Once-off	Lot 10 : Professional & disbursement fees 12/12/23 - 14/12/23 – GV Lawyers Inv-56422	239.50	239.50	0.00	0.00	0.00	0.00% Bill to Lot	Paid	None
18	29/02/2024	Once-off	Lot 10 : Professional & disbursement fees 17/1/24 - 29/1/24 – GV Lawyers Inv-56675 (less Landgate fee)	953.40	953.40	0.00	0.00	0.00	0.00% Bill to Lot	Paid	None
19	03/04/2024	Once-off	Lot 10 : Professional & disbursement fees 15/2/24 - 23/2/24 – GV Lawyers Inv-57244	558.68	558.68	0.00	0.00	0.00	0.00% Bill to Lot	Paid	None

Lot 10 **Unit 10** **Sunil Karwasra** UE / AE: 106.00 / 20,000.00

20	18/04/2024	Once-off	Lot 10 : Professional & disbursement fees 8/3 & 12/3/24 – GV Lawyers Inv-57532	96.80	96.80	0.00	0.00	0.00	0.00% Bill to Lot	Paid	None
21	01/05/2024	Quarterly	(01/05/2024 - 31/07/2024) Quarterly Residential Fund Contribution	95.20	95.20	0.00	0.00	0.00	0.00% Standard	PAID	Residential Fund
22	01/05/2024	Quarterly	(01/05/2024 - 31/07/2024) Quarterly Utility Fund Contribution	187.73	187.73	0.00	0.00	0.00	0.00% Standard	PAID	Utility Fund
23	01/05/2024	Quarterly	(01/05/2024 - 31/07/2024) Admin & Reserve Fund Levy	810.91	810.91	36.44	36.44	0.00	0.00% Standard	PAID	None

Current position: Unallocated prepayments \$0.00

Levy credits \$0.00

Levy arrears & owner invoices due \$66.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated	Total amount
					Paid	Interest	Paid	Interest	Paid	
21/02/2024	271860117548557 9	Receipt	Banked		4,902.40	0.00	113.91	0.00	0.00	5,016.31(1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17) Partial
29/05/2024	608027263867715	Receipt	Banked		2,702.72	0.00	36.44	0.00	0.00	2,739.16(18, 19, 20, 21, 22, 23) Partial

Notice of Levies due in November 2024

Tax Invoice

Sunil Karwasra
20 Beaumont Parkway
Success WA 6164

Issued 27/09/2024 on behalf of:

Kingston Apartment,
2 Signal Terrace,
COCKBURN CENTRAL - SP 56401
ABN: 15 542 828 051

for Lot:10 Unit:10
Sunil Karwasra
1 Stockton Bend,
COCKBURN CENTRAL WA 6164

Due Date	Details	Administrative Fund	Reserve Fund	Total
01/11/2024	Quarterly Utility Fund Contribution((01/11/2024 - 31/01/2025))	225.27	0.00	225.27
01/11/2024	Quarterly Residential Fund Contribution((01/11/2024 - 31/01/2025))	114.24	0.00	114.24
01/11/2024	Admin & Reserve Fund Levy((01/11/2024 - 31/01/2025))	973.09	43.72	1,016.81
	Total levies due in month	1,312.60	43.72	1,356.32

Total of this levy notice \$ 1,356.32
Levies in Arrears \$ 0.00
Interest on Levies in Arrears* \$ 0.00
Owner invoices \$ 66.00
Special levies(not yet due) \$ 0.00
Subtotal of amount due \$ 1,422.32
Prepaid \$ 0.00
Total Amount Due \$ 1,422.32

(including \$123.30 GST)
Late Payment: If payment is not made by the due date, interest may be charged at an annual rate of 11%. If this invoice is not paid in full within 28 days from the due date of this invoice debt recovery fees may be incurred.

Credit cards are not accepted by Australia Post.
PLEASE NOTE. EFFECTIVE 1/3/22 CASH PAYMENTS ARE NO LONGER ACCEPTED AT AUSTRALIA POST.

Payment Due 01/11/2024



Oakfield Strata

DEFT Reference Number
3052578000056401109

Visit deft.com.au to pay by card or direct debit. Payments may attract a surcharge.



Mail Payment

Please detach this payment slip and mail with your cheque to:

DEFT PAYMENT SYSTEMS, LOCKED BAG 2501, PERTH WA 6001

All cheques must be made payable to:
Macquarie Bank for SP 56401



*496 305257800 00056401109



Biller Code: 96503
Ref: 3052578000056401109

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

Total due : \$ 1422.32

Internet & Telephone Banking - BPAY Make this payment from your preferred bank account or card.

Account Credits : \$ 0.00

+305257800 00056401109<

000142232<2+



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041523
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/04/2024 to 01/04/2025 at 4:00pm
The Insured	THE OWNERS OF SP 56401
Situation	2 SIGNAL TERRACE COCKBURN CENTRAL WA 6164

Policies Selected

Policy 1 – Insured Property

Building: \$106,325,500
Common Area Contents: \$1,063,255
Loss of Rent & Temporary Accommodation (total payable): \$15,948,825

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

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

28/03/2024

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 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 the 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 full name, address and occupation of the witness must be stated.

EXAMINED

ME_104538254_1 (W2003x)

OFFICE USE ONLY

M235789 NO

09 Apr 2013 15:08:25 Perth



REG \$ 160.00

NOTIFICATION

LODGED BY: **MINTER ELLISON**

ADDRESS: **77 ST GEORGES TCE
PERTH WA 6000**

PHONE NO.: **08 6189 7800**

FAX NO.: **08 6189 7999**

REFERENCE NO.: **GPA: JLP 45-772 6039**

ISSUING BOX NO: **214 D**

PREPARED BY: **MINTER ELLISON**

ADDRESS: **ALLENDALE SQUARE, 77 ST GEORGES
TERRACE, PERTH**

PHONE No. **08 6189 7800** FAX No. **08 6189 7999**

REF: **BPA:JLP 45-7603227**

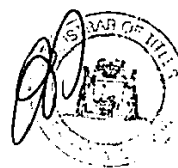
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

4/4

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Lodged 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.



FORM N1

FORM APPROVAL
No. B7564

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

See additional page

EXTENT

VOLUME

FOLIO

REGISTERED PROPRIETOR (Note 2)

Australand Holdings Limited ACN 008 443 696 of Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

City of Cockburn

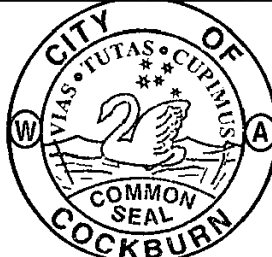
FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

This lot and dwelling is in the vicinity of a vibrant town centre and associated land uses. Residential amenity therefore may be affected by noise and other impacts from late night or early morning operations.

Dated this 9th day of April Year 2013

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

The Common Seal of the City of Cockburn was hereunto affixed in the presence of:



Signed: [Signature]
Print Full name: Kevin John Sim
Position: City Surveyor & Lands Officer

Signed: [Signature]
Print Full name: Andrew Antre THOIC
Position: Manager Strategic Planning

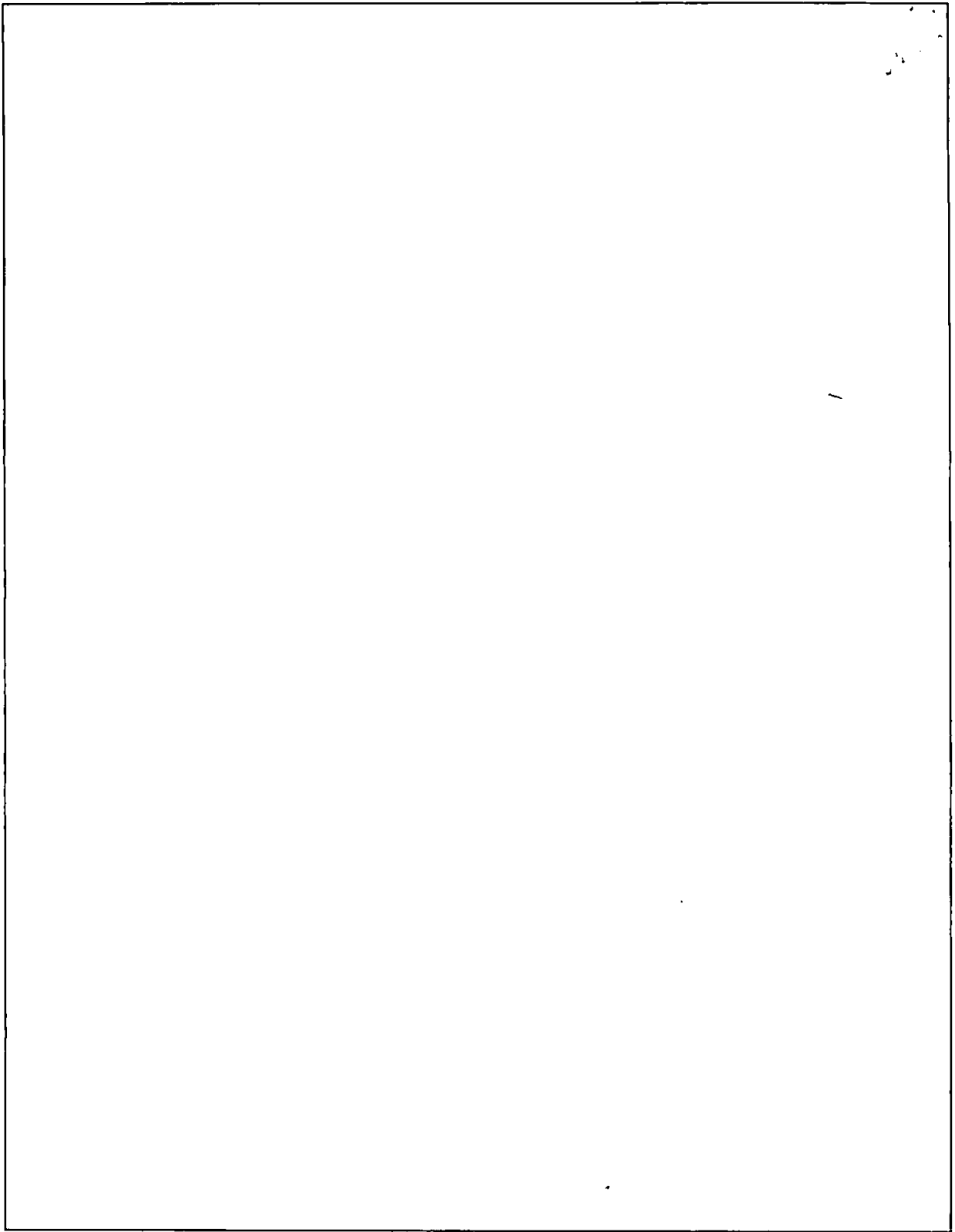
REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed on behalf of Australand Holdings Limited ACN 008 443 696 by its Attorney Peter MacBean under Power of Attorney No M 68744 in the presence of:

[Signature]
Attorney

[Signature]
Witness signature: Jonathan Doyle Sparks
Witness full name: Jonathan Doyle Sparks
Witness occupation: Development Manager
Witness address: 37 Olive Street, Subiaco, 6008

ME_104538254_I (W2003x)



ME_104538501_1 (W2003x)

42.	Lot 42 on Strata Plan 56401	Whole	2812	742
43.	Lot 43 on Strata Plan 56401	Whole	2812	743
44.	Lot 44 on Strata Plan 56401	Whole	2812	744
45.	Lot 45 on Strata Plan 56401	Whole	2812	745
46.	Lot 46 on Strata Plan 56401	Whole	2812	746
47.	Lot 47 on Strata Plan 56401	Whole	2812	747
48.	Lot 48 on Strata Plan 56401	Whole	2812	748

ME_104538501_1 (W2003x)

20.	Lot 20 on Strata Plan 56401	Whole	2812	720
21.	Lot 21 on Strata Plan 56401	Whole	2812	721
22.	Lot 22 on Strata Plan 56401	Whole	2812	722
23.	Lot 23 on Strata Plan 56401	Whole	2812	723
24.	Lot 24 on Strata Plan 56401	Whole	2812	724
25.	Lot 25 on Strata Plan 56401	Whole	2812	725
26.	Lot 26 on Strata Plan 56401	Whole	2812	726
27.	Lot 27 on Strata Plan 56401	Whole	2812	727
28.	Lot 28 on Strata Plan 56401	Whole	2812	728
29.	Lot 29 on Strata Plan 56401	Whole	2812	729
30.	Lot 30 on Strata Plan 56401	Whole	2812	730
31.	Lot 31 on Strata Plan 56401	Whole	2812	731
32.	Lot 32 on Strata Plan 56401	Whole	2812	732
33.	Lot 33 on Strata Plan 56401	Whole	2812	733
34.	Lot 34 on Strata Plan 56401	Whole	2812	734
35.	Lot 35 on Strata Plan 56401	Whole	2812	735
36.	Lot 36 on Strata Plan 56401	Whole	2812	736
37.	Lot 37 on Strata Plan 56401	Whole	2812	737
38.	Lot 38 on Strata Plan 56401	Whole	2812	738
39.	Lot 39 on Strata Plan 56401	Whole	2812	739
40.	Lot 40 on Strata Plan 56401	Whole	2812	740
41.	Lot 41 on Strata Plan 56401	Whole	2812	741

ME_104538501_1 (W2003x)

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE 1 TO NOTIFICATION UNDER SECTION 70A

Dated 9/4/2013

	LAND DESCRIPTION	EXTENT	VOLUME	FOLIO
1.	Lot 1 on Strata Plan 56401	Whole	2812	701
2.	Lot 2 on Strata Plan 56401	Whole	2812	702
3.	Lot 3 on Strata Plan 56401	Whole	2812	703
4.	Lot 4 on Strata Plan 56401	Whole	2812	704
5.	Lot 5 on Strata Plan 56401	Whole	2812	705
6.	Lot 6 on Strata Plan 56401	Whole	2812	706
7.	Lot 7 on Strata Plan 56401	Whole	2812	707
8.	Lot 8 on Strata Plan 56401	Whole	2812	708
9.	Lot 9 on Strata Plan 56401	Whole	2812	709
10.	Lot 10 on Strata Plan 56401	Whole	2812	710
11.	Lot 11 on Strata Plan 56401	Whole	2812	711
12.	Lot 12 on Strata Plan 56401	Whole	2812	712
13.	Lot 13 on Strata Plan 56401	Whole	2812	713
14.	Lot 14 on Strata Plan 56401	Whole	2812	714
15.	Lot 15 on Strata Plan 56401	Whole	2812	715
16.	Lot 16 on Strata Plan 56401	Whole	2812	716
17.	Lot 17 on Strata Plan 56401	Whole	2812	717
18.	Lot 18 on Strata Plan 56401	Whole	2812	718
19.	Lot 19 on Strata Plan 56401	Whole	2812	719

ME_104538501_1 (W2003x)

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon, Appropriate headings should be shown. The boxed sections should only contain the words "see page"
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. 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.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.* Written consent of the First Mortgagee is also required if applicable.

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. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - (a) In the Second Schedule;
 - (b) If no Second Schedule, that are encumbrances.
 (Unless to be removed by action or document before registration hereof).
Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as: "Interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth.
If two or more state tenancy eg:
 • Joint Tenants, *(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).*
 • Tenants in Common, *(on the death of a tenant in common, their share is dealt with according to their will).*
 If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'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

M274658 T

16 May 2013 08:37:46 Perth



REG \$ 250.00

TRANSFER

LODGED BY

ADDRESS

PHONE No. NATIONAL AUSTRALIA BANK LTD
 FAX No. ABN 12 004 044 937
 REFERENCE No. 100 ST GEORGES TERRACE
 PERTH WA 6000
 TEL: 9212 7904 FAX: 1300 736 218
 ISSUING BOX No. ISSUING BOX No: 126A

PREPARED BY

Haybrad Conveyancing

ADDRESS PO Box 1063 Canning Bridge WA 6153

PHONE No. 9316-3179 FAX No. 9316-3511

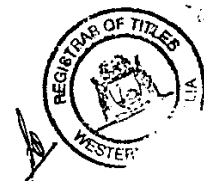
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY



TITLES, LEASES, DECLARATIONS, ETC LODGED HERewith

1. <u>cf 2812/710</u>	Received items
2. <u>109</u>	
3. <u>cont of duty</u>	Nos.
4. _____	3
5. _____	
6. _____	Receiving Clerk

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



ATTESTATION SHEET


DATED this 13th day of May 2013.

TRANSFEROR/S SIGN HERE (Note 7)

AUSTRALAND HOLDINGS LIMITED
(ACN 008 443 696) BY ITS ATTORNEY
PETER JOHN MACBEAN UNDER
POWER OF ATTORNEY NUMBER M68745
IN THE PRESENCE OF:


PETER JOHN MACBEAN

WITNESS TO SIGN
ADDRESS
OCCUPATION
WITNESS PRINT NAME
WITNESS PHONE N°




Level 2, 115 Cambridge Street, West Leederville WA 6027
Sales Administration Officer
08 9214 7900
EMMA MURRAY

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

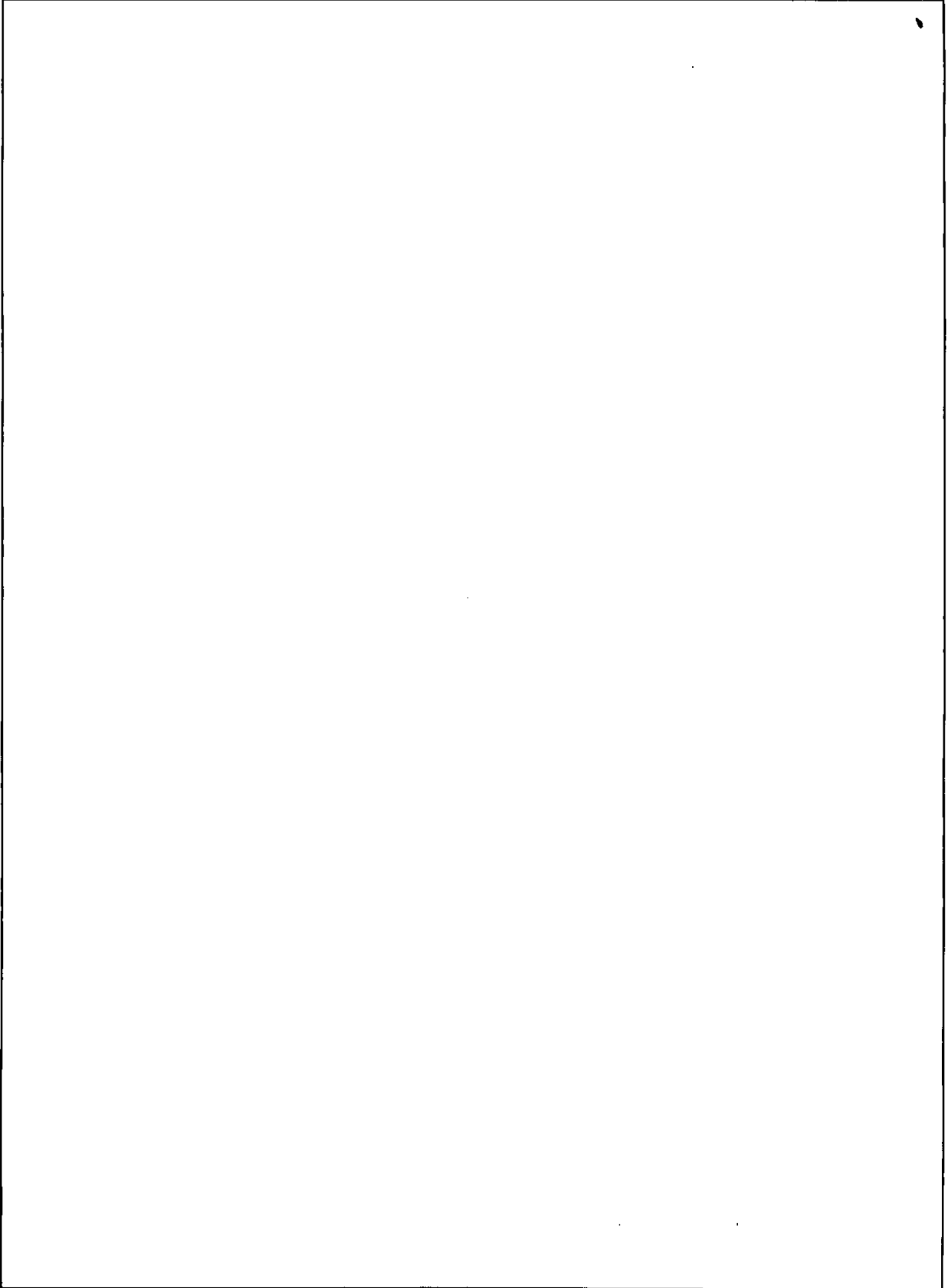
BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A
DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT
ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed 
S K KARWASRA
in the presence of:
Witness: 
Signature
Full Name (print) DALI ROMIC
Address (print) 57 Giddsmith Rd. Spearwood
Occupation (print) CONVEYANCER
Contact Number 08132 33193

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)



FORM T2Form Approved
No. B7800WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**TRANSFER OF LAND**

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
LOT 10 ON STRATA PLAN 56401	WHOLE	2812	710

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

INTERESTS NOTIFIED ON STRATA PLAN 56401.
M235789 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND.

TRANSFEROR (Note 4)

AUSTRALAND HOLDINGS LTD ACN 008 443 696

CONSIDERATION (Note 5)

\$457000.00

TRANSFeree (Note 6)

SUNIL KUMAR KARWASRA OF 20 BEAUMONT PARKWAY SUCCESS



Certificate of Duty

Transfer - (Residential Rate)

Under Taxation Administration Act 2003 (WA), Section 49

Certificate Number:	1022540810	Certificate Issue Date:	10-05-2013
Bundle ID	122160210	Client Reference:	7585
Transaction Date:	08-06-2012		
Dutiable Value:	\$ 457,000.00		
Duty:	\$ 15,722.50		
Penalty Tax:	\$ 0.00		

No Double Duty

Land:	Lot 10, Strata 56401	Volume/Folio:	2812/710
-------	----------------------	---------------	----------

New Subdivision Details: LOT 10 ON STRATA PLAN 56401

Seller(s) / Transferor(s): AUSTRALAND HOLDINGS LTD
Buyer(s) / Transferee(s): KARWASRA, SUNIL KUMAR

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1022540802	10-05-2013	08-06-2012	122160210	\$ 457,000.00	\$ 15,722.50



Westland Settlement Services Pty Ltd

ACN 050 159 058 ABN 12 050 159 058
ESTABLISHED 1990

LICENSED REAL ESTATE
SETTLEMENT AGENCY

8 May 2013

2012/0477

Registrar of Titles
PO Box 2222
Midland WA 6056

Attention: Registrar of Titles

RE: VERIFICATION OF IDENTITY FOR THE PROPERTY - Unit 10, 1 Stockton Bend, Cockburn Central

I confirm that I act for Australand Holdings Ltd A.C.N 008 443 696 of Level 2, 115 Cambridge Street, West Leederville and further clarify that pursuant to clause 4.3.1.1 to the Western Australian Registrar and Commissioner of Title Joint Practice: Verification of Identity, Westland Settlement Services Pty Ltd has a continuous and ongoing Business Relationship with Australand Holdings Ltd A.C.N 008 443 696

I Narelle Lisa van Zijl have taken all reasonable steps to verify the identity of the following Attorneys:

Peter John Macbean Care of Australand Holdings Ltd, Level 2, 115 Cambridge Street, West Leederville. Identification Carried out on 22nd November 2012 in PERTH, Australia

I reasonably believe the Attorney's have been identified and have the authority to deal with the interest inland the subject to this transaction being the Transfer of Land for the land known as Lot 10 on Strata Plan 56401 being the whole of the land comprised in Certificate of Title 2812 / 710

Kind Regards
WESTLAND SETTLEMENT SERVICES PTY LTD

Narelle L van Zijl
Licensee


Licensee:
Westland Settlement Services Pty Ltd
Licensed Managing Director:
Narelle L van Zijl

Member of The Australian
Institute of Conveyancers
WA Division Inc.



~~OFFICE USE ONLY~~

O530950 SB
21 Oct 2020 08:30:00 Perth



SB Scheme By-laws – First Consolidation

Lodged by:¹³ **iFresh Strata Management**

Address: **PO Box 8664 Perth Business Centre WA 6849**

Phone Number: **6500 0260**

Fax Number: **6311 7396**

Reference Number: **Simon Jorgensen**

Issuing Box Number: **999L**

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

Prepared by: **Chalmers Legal Studio**

Address: **7/82 King Street, Perth WA 6000**

Phone Number: **9360 4100**

Fax Number: **9360 4199**

Reference Number: **LC:45104T**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹³ Lodging Party Name may differ from Applicant Name.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





N/A

2. No Common Seal

Signed for and on behalf of the Owners of _____ in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*¹⁰.

Member of Council / Strata Manager¹¹:

Member of Council / Strata Manager¹¹:

Signature

Signature

Full Name

Full Name

Delegation¹²

Delegation¹²

Lot Number

Lot Number

⁹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

¹⁰ Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

¹¹ Select whichever is applicable.

¹² Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
186	186	107		Abstain	Benjamin and Jamie Meyer	Proxy Chairperson
187	187	107		Abstain	Kai Yuen Chan	Proxy Chairperson
188	188	107		Abstain	Siew Peng Ng	Proxy Chairperson
189	189	109		In favour	Dawn De Cesare	Dawn De Cesare Present
190	190	109	*	In favour	Joel Daniel Parker	Joel Parker Present
191	191	109		Abstain	Conrad & Nomagugu Siziba	Proxy Chairperson
192	192	109		Abstain	Jamie John Clemesha	Proxy Chairperson
193	193	114		Abstain	Mark and Mircalla Ann Kolinac	Proxy Chairperson
194	194	109		Abstain	Kho Kak Beng	Proxy Chairperson
195	195	109		In favour	Conrad & Nomagugu Siziba	Proxy Conrad Siziba
196	196	109		Abstain	Gary Raymond Lawson	Proxy Chairperson
197	197	109		Abstain	Qian Li	Proxy Chairperson
198	198	109		Abstain	Mohan Sreedharan and Liza Fernandez Pothera	Proxy Chairperson
199	199	109		Abstain	Inderjit Singh	Proxy Chairperson
200	200	109		Abstain	Stephanie Jane Martin	Proxy Chairperson



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
139	Comm 139	95		Abstain	Marques Custodial Pty Ltd as trustee for the Marques Cust	Proxy Chairperson
140	Comm 140	95		Abstain	Frasers Property AHL Limited	Proxy Chairperson
141	141	99		Abstain	Hock Yon Poh	Proxy Chairperson
142	142	99		Abstain	Jarnail Singh & Kamaljit Kaur Gill	Proxy Chairperson
143	143	99		Abstain	Vincent Sheng-Yao Lim	Proxy Chairperson
144	144	106		Abstain	Norbert Radny	Proxy Chairperson
145	145	106		Abstain	Gary and Caroline Covel	Proxy Chairperson
146	146	99		In favour	Tovey Jane Mill & Lance Murray Wood	Proxy Lance Wood
147	147	99		Abstain	David and Tracey Carrick	Proxy Chairperson
148	148	78		Abstain	Lisa Jane & Agostino Martino	Proxy Chairperson
149	149	99		In favour	M & J O'Sullivan Pty Ltd	Proxy Michael O'Sullivan
150	150	99		Abstain	Jacqueline Kay Moore	Proxy Chairperson
151	151	99		Abstain	Craig Boyd and Elizabeth Mickle	Proxy Chairperson
152	152	80		Abstain	Gary Raymond Lawson	Proxy Chairperson
153	153	102		Abstain	Nigel Robert Rice	Proxy Chairperson
154	154	102		Abstain	Gunjan Chauhan	Proxy Chairperson
155	155	102	*	Abstain	Rachel Massie	Not Represented
156	156	102		Abstain	Paul and Phillipa Wenn	Proxy Chairperson
157	157	108		Abstain	Seyed Mohammad Ali Hosseini & Mahboobe Lahooti	Proxy Chairperson
158	158	102		Abstain	Bavanishanthan Sooriyapava	Proxy Chairperson
159	159	102		Abstain	Karl and Nicole Griffiths	Proxy Chairperson
160	160	102	*	Abstain	David Clement Mueller	Not Represented
161	161	102		Abstain	Marie Palermo	Proxy Chairperson
162	162	102		Abstain	Len Joseph & Lorraine Rego	Proxy Chairperson
163	163	102		Abstain	Brendan Joon Onn Ho	Proxy Chairperson
164	164	102		Abstain	Kin Ying Maggy Tso	Proxy Chairperson
165	165	105		Abstain	Maria Cristina Mullins	Proxy Chairperson
166	166	105	*	Abstain	Luke Edward Dusan Taylor	Not Represented
167	167	105		Abstain	Lai Fung Ho & Lai Yong Ho	Proxy Chairperson
168	168	105		Abstain	James Howard Bowman	Proxy Chairperson
169	169	109		Abstain	Heidi Man Ngan Mau	Proxy Chairperson
170	170	105		Abstain	Michael William Londt	Proxy Chairperson
171	171	105		Abstain	Benjamin Pearson	Proxy Chairperson
172	172	105		Abstain	Kit Ying Tsang	Kit Ying Tsang Present
173	173	105		Abstain	Sandra Smith	Proxy Chairperson
174	174	105		Abstain	Daniel Angel and Flor Donata Rivera	Proxy Chairperson
175	175	105		Abstain	MacIntyreIm SF Property Pty Ltd	Proxy Chairperson
176	176	105		In favour	Anthony John Tomic	Anthony Tomic Present
177	177	107		Abstain	Jedeye Custodial Pty Ltd	Proxy Chairperson
178	178	107		Abstain	Chie King Lai	Proxy Chairperson
179	179	107		Abstain	William Tjhioe	Proxy Chairperson
180	180	107		Abstain	Ross Jon Green & Victoria Elizabeth Paul	Proxy Chairperson
181	181	112		Abstain	Debra Meyer	Proxy Chairperson
182	182	107		Abstain	Chow Hin Wee	Proxy Chairperson
183	183	107		Abstain	Neil and Shirley Cleary	Proxy Chairperson
184	184	107		Abstain	Vasanthi & Tinesh Tamilkodi	Proxy Chairperson
185	185	107		Abstain	Richard John Barrett	Proxy Chairperson



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
95	95	78	*	Abstain	Simon and Kylie Patricia Chaplin-Ardagh	
96	96	78	*	Abstain	Nicola and Shane Richardson	
97	97	97		Abstain	Nickarl Property Pty Ltd - Karl & Nicole Griffiths	Proxy Chairperson
98	98	97		Abstain	Richard Gould	Proxy Chairperson
99	99	97		Abstain	Mr Christopher Kam Loong Lee	Proxy Chairperson
100	100	78		In favour	Sithambaram Suppiah and Meenakshi Alaausundaram	Proxy Sitham Suppiah Present
101	101	81		Abstain	Christopher Thompson and Christine Kuca-Thompson	Proxy Chairperson
102	102	81		Abstain	Brian Michael Scott	Proxy Chairperson
103	103	103		Abstain	Siwei Bu	Proxy Chairperson
104	104	103		Abstain	Jory Sudjana	Proxy Chairperson
105	105	103		Abstain	Alison Maree Butler	Proxy Chairperson
106	106	103	*	In favour	Natasha D'Souza	Proxy Nigel D'Souza
107	107	103		Abstain	Michelina Gemina Di Stefano	Proxy Chairperson
108	108	103		Abstain	Majuro Investments Pty Ltd	Proxy Chairperson
109	109	83		Abstain	Marthinus and Yolande Van Zyl	Proxy Chairperson
110	110	83		Abstain	Samuel John Cook and Carlee Maree Coonan	Proxy Chairperson
111	111	106		Abstain	Michel Mario Fung Hing	Proxy Chairperson
112	112	106		Abstain	Yingneng Diao	Proxy Chairperson
113	113	106		Abstain	Giuseppe and Lidia Scricca	Proxy Chairperson
114	114	106		Abstain	Kim Nairn	Proxy Chairperson
115	115	106		Abstain	Mahesh and Sheetal Kalra	Proxy Chairperson
116	116	106	*	Abstain	Hymie Leonard Lauli Talisau	Not Represented
117	117	84		Abstain	Philip & Kate Smith	Proxy Chairperson
118	118	84		Abstain	Simon & Mary Holtby	Proxy Chairperson
119	119	108		Abstain	Reita Farianti Ferandina	Proxy Chairperson
120	120	108	*	Abstain	Vinodkumar and Manjulaben Patel	Not Represented
121	121	108		In favour	Christopher John Pilbrow	Proxy Donna Pilbrow
122	122	108		Abstain	Janet Ming Sam Yap	Proxy Chairperson
123	123	108		Abstain	Ricardo Figueira	Proxy Chairperson
124	124	108		Abstain	Kurt Martin Kelers & Margot-Anne Barefoot	Proxy Chairperson
125	125	86		Abstain	Lynette Mary Underwood	Proxy Chairperson
126	126	86		Abstain	Wee Koon & Yuet Mei Lee	Proxy Wee Koon Present
127	127	111		Abstain	Terrence, Beverly and Matthew Scott	Proxy Chairperson
128	128	111		Abstain	Ricardo Delgado & Beatriz Rodriguez	Proxy Chairperson
129	129	111		Abstain	Niranjan & Bhavna Niranjan Dave	Proxy Chairperson
130	130	111		Abstain	Wai Ching Lee and Kim Kee Ina Chia	Proxy Chairperson
131	131	111		Abstain	Min Sung Han	Proxy Chairperson
132	132	111		Abstain	Jia Hui Sarah-Ann Lee	Proxy Chairperson
134	Comm 134	124		Abstain	Jento Akang	Proxy Chairperson
135	Comm 135	114		Abstain	Northwest Enterprises Pty Ltd	Proxy Chairperson
136	Comm 136	105		Abstain	J R Starlight Pty Ltd	Proxy Chairperson
137	Comm 137	95		Abstain	NDVK BT Pty Ltd	Proxy Chairperson
138	Comm 138	95		Abstain	Frasers Property AHL Limited	Proxy Chairperson

Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
44	44	107		Abstain	Mahyar Ebrahimi Anaraki	Proxy Chairperson
45	45	107		Abstain	Gregory and Vicki Blankendaal	Proxy Chairperson
46	46	112		In favour	JJG Super Pty Ltd	Proxy Julie Gosby Present
47	47	83		Abstain	Allen and Alison Wallace	Proxy Chairperson
49	49	95		Abstain	Teresa Foster	Proxy Chairperson
50	50	103		Abstain	Alan John & Yvonne Mary Matthews	Proxy Chairperson
51	51	103		Abstain	Chia Chien & Elaine Mee Loo	Proxy Chairperson
52	52	100	*	Abstain	Jessveen Kaur	Not Represented
53	53	77		Abstain	Anna Maria Pasquale	Proxy Chairperson
54	54	100		In favour	Cheng Lai Lee	Cheng Lai Lee Present
55	55	100		Abstain	Eleveld & Virdi Custodian Pty Ltd	Proxy Chairperson
56	56	97		Abstain	Mr P Bridgewater	Proxy Chairperson
57	57	102		Abstain	David Jeffery Smith	Proxy Chairperson
58	58	102		Abstain	CK Mullins Property Custodian Pty Ltd	Proxy Chairperson
59	59	102		Abstain	Geoffrey Yeoman	Proxy Chairperson
60	60	102		Abstain	Peter & Eileen Erzay	Proxy Chairperson
61	61	101		Abstain	Julie Anne Vanderkolk	Proxy Chairperson
62	62	107		Abstain	Matthew & Vanessa Widdison	Proxy Chairperson
63	63	97		Abstain	Sultan Djemal	Proxy Chairperson
64	64	107	*	Abstain	Quok Wei Lim & Ai Xin Loo	Not Represented
65	65	107		Abstain	Xu Ling Zhang Tabak	Proxy Chairperson
66	66	103		In favour	Nicola Passanisi and Sandra Passanisi	Proxy Sandra Passanisi
67	67	107		Abstain	Brenda Lee Borton	Proxy Chairperson
68	68	100		Abstain	Chee Seong	Proxy Chairperson
69	69	81		Abstain	Bert du Plessis	Proxy Chairperson
70	70	81		Abstain	Lee Edward Bamber	Proxy Chairperson
71	71	81		Abstain	Anna Giussepina Wingell and Dale Rocklyn Winzell	Proxy Anthony Tomic
72	72	103		Abstain	Liam Mott and Natasha Risman	Proxy Chairperson
73	73	81		Abstain	Michael David Firth	Proxy Chairperson
74	74	81		Abstain	Sam Barber	Proxy Chairperson
75	75	103		Abstain	Kichul Song	Proxy Chairperson
76	76	81		Abstain	Bryn Woodward	Proxy Chairperson
77	77	81		Abstain	Rony G Cornejo	Proxy Chairperson
78	78	109		Abstain	Ranasinghe Mendis	Proxy Chairperson
79	79	100		Abstain	Jeremy and Hanh Northcole	Proxy Chairperson
80	80	109		Abstain	Mr Yie Siaw	Proxy Chairperson
81	81	109		Abstain	Deborah Lee	Proxy Chairperson
82	82	103		Abstain	Victor Schmid & Lesley Yeo	Proxy Chairperson
83	83	109		Abstain	Geoffrey Yeoman & Arlene Park	Proxy Chairperson
84	84	102		Abstain	Jeffrey Glossop	Proxy Chairperson
85	85	106		Abstain	Baxter Custodian Pty Ltd	Proxy Chairperson
86	86	106		Abstain	James Vincent & Louise Diana Pringle	Proxy Chairperson
87	87	102		Abstain	Mr and Mrs Lucre	Proxy Chairperson
88	88	106		Abstain	Toni & Robert Brewer	Proxy Chairperson
89	89	106		Abstain	Mark & Jane Stokman Custodian P/L	Proxy Chairperson
90	90	106		Abstain	Fitri (Angela) Joewono	Proxy Chairperson
91	91	106		Abstain	Penny Hodges	Proxy Chairperson
92	92	106		Abstain	Martin & Lorraine Jackson	Proxy Chairperson
94	Comm 94	127		Abstain	Conrad & Noma Pty Ltd	Proxy Chairperson

ATTENDANCE LIST

THE OWNERS OF KINGSTON APARTMENTS
AGM 2020
HELD: 24/06/20 5:30 PM



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
1	1	100		Abstain	Stephen Deery	Proxy Chairperson
2	2	100		Abstain	Daniel Neys	Proxy Chairperson
3	3	77		Abstain	Su Im Lam	Proxy Chairperson
4	4	100		Abstain	Matthew Wheeler and Kristen Smeltzer	Proxy Chairperson
5	5	100		Abstain	Yang Meng-Chin	Proxy Chairperson
6	6	100		Abstain	David Chisholm	Proxy Chairperson
7	7	100		Abstain	Robinson & Murney Custodian Pty Ltd	Proxy Chairperson
8	8	106		Abstain	Parebia Super Custodians Pty Ltd	Proxy Chairperson
9	9	101		Abstain	Shrimal and Amali Fernando	Proxy Chairperson
10	10	106	*	Abstain	Sunil Karwasra	Not Represented
11	11	101		Abstain	James Anthony Dreckow	Proxy Chairperson
12	12	106		Abstain	Robert Bruce	Proxy Chairperson
13	13	80		Abstain	Cameron and Jane Rosher	Proxy Chairperson
14	14	106		Abstain	David Oakden	Proxy Chairperson
15	15	101		Abstain	Tara Greens Pty Ltd ATF Wright Family Trust	Proxy Chairperson
16	16	106		Abstain	Philip and Clea Wallace	Proxy Chairperson
17	17	101		Abstain	Sharon Kelly	Proxy Chairperson
18	18	106		Abstain	Trevor Steadman	Proxy Chairperson
19	19	101		Abstain	Nelson Das Neves	Proxy Chairperson
20	20	83		Abstain	Caleb and Dimitty Kuzmic	Proxy Chairperson
21	21	101		Abstain	Philip and Michele Eva	Proxy Chairperson
22	22	107		Abstain	Senthill Jegatheesan	Proxy Chairperson
23	23	103		In favour	Warren Henry Leggett	Warren Leggett Present
24	24	103		Abstain	Our Farm Holdings Pty Ltd	Proxy Chairperson
25	25	103		Abstain	Jarrad Olson	Proxy Chairperson
26	26	103		Abstain	Jonathan and Vinaya Ring	Proxy Chairperson
27	27	81		Abstain	David and Michele Youell	Proxy Chairperson
28	28	103		Abstain	Seung Jae Chung	Proxy Chairperson
29	29	103		Abstain	Jeremy Whiffin	Proxy Chairperson
30	30	103		Abstain	David and Samantha Dymond	Proxy Chairperson
31	31	103		Abstain	Renee Lee	Proxy Chairperson
32	32	103	*	Abstain	Michael and Donna Todd	Not Represented
33	33	103		Abstain	Ravindran Pillay & Shyamini Patmanathan	Proxy Chairperson
34	34	81		Abstain	Divya and Ashutosh Srivastava	Proxy Chairperson
35	35	103		Abstain	Celotti Property Pty Ltd ATF Celotti Bare Trust	Proxy Chairperson
36	36	109	*	Abstain	David McNamara	Not Represented
37	37	112		Abstain	Christopher Andrews	Proxy Chairperson
38	38	107		Abstain	Martin Nellis	Proxy Chairperson
39	39	112		Abstain	Corey O'Hara	Proxy Chairperson
40	40	107		Abstain	Kingston Morris Pty Ltd	Proxy Chairperson
41	41	107		Abstain	Judith Russell	Proxy Chairperson
42	42	107	*	Abstain	Philip and Kate Smith	Not Represented
43	43	107		Abstain	Andrew Seale	Proxy Chairperson





- a) pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
- b) at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
- c) carry out and perform the duties of the Strata Company imposed by Section 91(1)(c) of the Strata Titles Act 1985 as may be amended from time to time in respect to their respective Exclusive Use Areas;
- d) take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and
- e) shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.

Motion Carried, no dissent

Please refer to the attached Attendance List for the full voting outcome for each lot

- 10.2 The Strata Company to resolve by special resolution the by-laws in Schedule 2 – Conduct by-laws of the Strata Titles Act 1985 (WA) (as amended) as they applied to the Strata Company, were REPEALED as follows;

Bylaw 15. Short Term Accommodation (requested by Lot 50)

Motion Lapsed due to lack of support

11. Other Matters

11.1 Fire Emergency Services Callout

The meeting discussed and reiterated that should an individual tenancy be the cause of a false fire alarm callout which results in a fee to the Strata Company, this fee will be onbilled to the lot proprietor along with any costs associated with the fire services provider Fireshield. This information is available in the Strata Company bylaws and in the quarterly House Rules document which should be provided to tenants.

11.2 Insurance Processes

Lot 106 raised a recent backflow incident which resulted in waste entering into the lot. It was resolved that i.fresh strata would provide further guidance outside of the meeting.

12. Next Annual General Meeting

The meeting proposed Wednesday 23 June 2021 for the next meeting.

13. Closure of Meeting

With no further business to address, the Chairperson thanks those present and declared the meeting closed at 6:32pm.



3. Legal Action letter to the lot proprietor issued at 90 days detailing the arrears (fees will be imposed on the lot proprietor).
4. At 100 days in arrears, if a debt recovery costs by-law has been registered and if the total lot debt is in excess of \$1,000 the matter will be referred to a Lawyer for follow up. All charges will be on-billed to the offending lot in accordance with the debt recovery by-law for the scheme.
5. At 100 days in arrears, if no debt recovery costs has been registered, the total lot debt will only be referred to a lawyer at the direction of the Council of Owners as the costs for recovery will be the responsibility of the Strata Company.

9.1 Interest charges on late payment of levies

On a motion **moved** by Warren Leggett and **seconded** by Anthony Tomic it was resolved that the Strata Company waive interest charges for late payment of levies up to 30 days only.

Motion carried, no dissent

9.2 Recovery of money due to the Strata Company as per Section 116 (1) (f)

On a motion **moved** by Warren Leggett and **seconded** by Anthony Tomic it was resolved that the Strata Company authorise i.fresh strata to effect a compromise of any action for the recovery of money due to the Strata Company.

Motion carried, no dissent

10. By-law Amendments

- 10.1 On a motion moved by Warren Leggett and second by Donna Pilbrow it was resolved by resolution without dissent that the by-laws in Schedule 1 – Governance by-laws of the Strata Titles Act 1985 (WA) (as amended) as they applied to the Strata Company, were DELETED and REPLACED as follows;

Exclusive use by-law 28 is **DELETED** and **REPLACED** as follows:

28. Exclusive Use of Common Property by Lots 134 and 135.

28.1. The proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this by-law as Annexure E in accordance with the terms and conditions set out in by-law 28.3;

28.2. The proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this by-law as Annexure E in accordance with the terms and conditions set out in by-law 28.3;

28.3. Terms and Conditions of Use

28.3.1. When using their respective Exclusive Use Areas identified in Annexure E, the proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;

28.3.2. The proprietors of Lots 134 and 135 shall each:



8.3 Utilities Levy			
Levy Period	Utilities	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.91	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.91	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.91	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.91	Exclusive	1 February 2021
Financial Year Total		\$72,800.00	
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.91	Exclusive	1 May 2021

Motion carried, no dissent

8.4 Residential Levy			
Levy Period	Residential	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.71	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.71	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.71	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.71	Exclusive	1 February 2021
Financial Year Total		\$54,386.00	
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.71	Exclusive	1 May 2021

Motion carried, no dissent

8.5 Investment of Surplus Funds

On a motion **moved** by Anthony Tomic and **seconded** by Warren Leggett it was resolved that the Strata Company to transfer \$55,000.00 contained within the reserve fund which it considers to be surplus to requirements, to be transferred to an interest bearing investment account.

Motion carried, no dissent

9. Debt Recovery

The Strata Company acknowledges the following debt recovery procedures:

1. Reminder Notice, to the lot proprietor when their account is 30 days in arrears.
2. Final Notice, to the lot proprietor when their account is 60 days in arrears (fees will be imposed on the lot proprietor).

7. Proposed Budget forecast of estimated expenditure

The Strata Company's financial statement of accounts for the period 1 May 2020 to 30 April 2021 as circulated to all owners, was tabled and reviewed as attached to the Notice of Meeting. At the end of the discussion, the following recommended budget estimates were adopted;

7.1 Administrative Fund

On a motion **moved** by Anthony Tomic and **seconded** by Warren Leggett it was resolved that the total estimated budget of expenditure from the Administrative Fund of \$587,686.00 exclusive of GST be adopted.

8. Determination of Levy Contribution

On a motion **moved** by Anthony Tomic and **seconded** by Cheng Lai Lee it was resolved that the Strata Company declare the following levies for the period 1 May 2020 to 30 April 2021 and that the levy contributions on proprietors for the administrative and reserve funds be payable in advance as outlined below;

8.1 Administration Levy			
Levy Period	Admin	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$5.73	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$5.73	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$5.73	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$5.73	Exclusive	1 February 2021
Financial Year Total \$458,400.00			
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$5.73	Exclusive	1 May 2021

Motion carried, no dissent

8.2 Reserve Levy			
Levy Period	Reserve	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.24	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.24	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.24	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.24	Exclusive	1 February 2021
Financial Year Total \$19,061.52			
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.24	Exclusive	1 May 2021

Motion carried, no dissent



- 6.1 On a motion **moved** by Dawn De Cesare and **seconded** by Tony Tomic the meeting acknowledged that the current Insurance Certificate has been circulated to all owners.

Motion carried, no dissent

- 6.2 On a motion **moved** by Tony Tomic and **seconded** by Cheng Lai Lee it was resolved that the incoming Council of Owners be instructed to:

- 6.2.3 instruct the broker to source tenders for consideration and provide recommendations to the Strata Company on which cover to proceed with

Motion carried, no dissent

- 6.3 Motion Lapsed

It was however resolved to obtain a quote for a valuation for insurance purposes which was to be referred to the incoming Council of Owners. The council to consider proceeding should the cost be under \$2000.00.

**i.fresh strata recommend that a valuation is undertaken every 5 years as a minimum*

Insurance Valuation: Previous Valuation was undertaken on 3 February 2017 and was valued at \$99,465,000.00.

Please note: As a general rule, the Strata Insurance Policy will respond to everything that is permanently attached to the building and common property. Owners and Occupiers are reminded of their individual responsibility to insure 'Non Fixed' items such as carpets, floating floors, personal belongings of any type i.e. vehicles, store room contents, apartment furnishings and contents, personal belongings stored in vehicles, bicycles, etc.

General Advice Warning: Any advice given by the Strata Manager is general advice only. The Product Disclosure Statement and Financial Services Guide from the Insurer is available for perusal.

In the interests of complete transparency, please note that i.fresh strata are a Distributor of Honan Insurance Group (AFS License No. 246749); KBI Group Pty Ltd (AFS License No. 494792) and Body Corporate Brokers Pty Ltd (AFS License No. 244529). As such, we receive a commission of up to 20% which covers our claim administration, sourcing quotes and renewal costs.

The commission does not vary between suppliers and therefore does not influence the options presented to you. The level of insurance distributor fees or commission does not increase the cost of insurance to the Strata Company. i.fresh strata reserve the right to charge for all insurance claims lodged at \$90.00 per hour or per claim if the insurance is not placed directly with Honan Insurance Group, KBI Group Pty Ltd or Body Corporate Brokers. The amount to be charged is to cover the cost of time spent lodging the claim and to organise and coordinate access for repairs and maintenance.



3. Confirmation of minutes of previous meeting

On a motion **moved** by Donna Pilbrow and **seconded** by Dawn De Cesare it was resolved that the minutes of the previous Annual General Meeting held 26 June 2019 to be taken as read and accepted as a true and correct record.

Motion carried; no dissent

3.1 Business arising

Not applicable in this instance as there was no business arising

4. Financial Statements

On a motion **moved** by Warren Leggett and **seconded** by Dawn De Cesare it was resolved that the Strata Company's financial statement of accounts for the period 1 May 2019 to 30 April 2020 be adopted as a true and correct record of the financial transactions of the Strata Company for that period.

Motion carried, no dissent

5. Election of Council of Owners

5.1 On a motion **moved** by Donna Pilbrow and **seconded** by Warren Leggett it was resolved that the Council of the Strata Company consist of 7

Motion carried, no dissent

5.2 Nominations were received from:

Warren Leggett	Lot 23
Sandra Passanisi	Lot 66
Anna Wingell	Lot 71
Christopher Pilbrow	Lot 121
Anthony Tomic	Lot 176
Dawn De Cesare	Lot 189
Joel Parker	Lot 190

5.3 The nominees were duly elected to council

5.4 Chairman to declare the successful nominees be accepted as the duly elected members of the Council until the next Annual General Meeting.

A vote of thanks was given to the outgoing Council of Owners. A further vote of thanks was given to Lance Wood for his efforts over the preceding years on the committee.

SPECIAL BUSINESS

6. Insurance

Sections 97-99 of the Act refers to in considerable detail the insurance requirements as they apply to strata schemes. **General Advice Warning:** Any advice given by the Strata Manager is general advice only. The Product Disclosure Statement and Financial Services Guide from the Insurer is available for perusal.



**THE OWNERS OF Kingston Apartments
STRATA PLAN# 56401**

MINUTES OF THE ANNUAL GENERAL MEETING

Held **Via Zoom (Physical Address: Cockburn Youth Centre, 25 Wentworth Parade, Success)** on **Wednesday 24 June 2020** Commencing at **5:30pm**

PROCEEDINGS

PRESENT: (In person or by proxy)

See attached Attendance Register

APOLOGIES:

Those listed as proxies on the attached attendance register

NON PROPRIETORS PRESENT BY INVITATION

Simon Jorgensen representing i.fresh strata

STRATA COMPANY ATTENDANCE REGISTER

The Strata Company attendance register was circulated and updated.

1. Appointment of Chairperson for the meeting

Simon Jorgensen welcomed those present and reiterated to all of the current meeting procedures and etiquette.

It was resolved that Simon Jorgensen be authorised to conduct the meeting and to record the minutes for the same meeting.

Motion carried, no dissent

2. Quorum and Verification of Proxies

The Chairperson confirmed that the meeting was properly constituted and all proxies held were valid.

A quorum was declared with 182 of the 182 financial lots/units represented in person or by proxy.

The meeting was declared open at 5:31pm and able to proceed to consider and determine the business within the notice and agenda.



**Owners of KINGSTON APARTMENTS
2 SIGNAL TERRACE, COCKBURN
Strata Plan 56401**

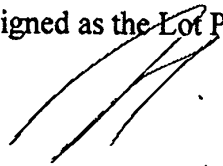
Consent to Exclusive Use

I, **JENTO AKANG**, as lot proprietor of Lot 134 on Strata Plan 56401

Confirm and acknowledge my acceptance of the requirements and obligations provided to myself as the lot proprietor for the Exclusive Use of the Common Property areas as defined within Schedule 1 Governance By-law 14.

I understand and provide an undertaking to comply with the requirements of Schedule 1 Governance By-law 14.

Signed as the Lot Proprietor:



Dated: 20 October 2020

Owners of KINGSTON APARTMENTS

2 SIGNAL TERRACE, COCKBURN


Strata Plan 56401

Consent to Exclusive Use

I, **Northwest Enterprises Pty Ltd,** as lot proprietor of Lot 135 on Strata Plan 56401 Confirm and acknowledge my acceptance of the requirements and obligations provided to myself as the lot proprietor for the Exclusive Use of the Common Property areas as defined within Schedule 1 Governance By-law 14.

I understand and provide an undertaking to comply with the requirements of Schedule 1 Governance By-law 14.

Signed as the Lot Proprietor:



Dated: 20/10 2020



FIRE SAFETY ENGINEERING REPORT
STAGE 1A AND 1B LOT 8 COCKBURN CENTRAL
COCKBURN
Prepared For
Australia



3.3	Australand to consider Council & FESA comments in light of future budget allocation for the overall development	Australand	
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Should you have any queries concerning these minutes, please do not hesitate to contact our office on 08 9330 7476, or David Cooley on 0400 544 388, or contact via email at davidc@milestonebc.com.au

Yours sincerely

David Cooley
Director
MILESTONE BUILDING COMPLIANCE

4 | Page

10 December 2012

 | A4



2.7	(SK) advised that FESA policy GLOB for the deletion of pumps and tanks is currently withdrawn for internal review of the Policy. It is likely that for any future stage of buildings over 2 storeys would not be supported for the FESA intervention to boost the system	Noted	Prior to FESA lodgement
2.8	(JM) advised that any approved City of Cockburn Alternative Solution requires details to form part of the Strata By-Laws so that all owners and future owners are aware of their obligations.	Australand	Prior to approval of any Alt. Solution
2.9	(JM) had concerns with the interconnection of 5x separate fire compartments each containing less than 40 car bays – even though it will be deemed to satisfy BCA building solution. There are concerns of: <ul style="list-style-type: none"> • Maintenance for fire shutters versus sprinklers; • The ability of FESA to effectively approach, attack, and control a fire in the car park. (JM) advised that his initial response to the approach of subdividing the car park into 5x separate parts would be to install sprinklers to all parts, in lieu of any fire separation. (JM) advised that once the Building Application was received it would undergo at least a Building Surveyor peer review process, and potentially a Fire Engineering peer review.	Design Team	-
2.10	(DC) advised that prior to the Building Application being lodged with Council, another meeting would be held to go over the design.	Milestone	Prior to lodging the BA
3.0 KEY ACTIONS ARISING FROM MEETING			
		ACTION	DU E BY
3.1	Whilst the division of the carpark into 5x separate fire compartments would be deemed to satisfy BCA solution, Council raised concerns about the practicalities of the effective operation of the fire compartment approach – when sprinklers may be a better alternative in the longer term. Council would consider sprinklers favourably over any other fire compartmentation approach	Design Team	-
3.2	Other options available to the developer to gauge whether the cost of designing out the sprinklers is better than retaining them – could include: <ul style="list-style-type: none"> • The applicant could lodge a 'preliminary' Building Application with Council for assessment and pay a percentage of the overall costs for the development as part of the Building Application fee. This is to gauge whether Council would support the deletion of sprinklers to the carpark – before lodging the main Building Application. • Alternatively, the applicant could lodge the full Building Application to Council and if Council determines the application refused in terms of the proposal to subdivide the carpark into 5x fire compartments, the applicant could lodge an appeal against a condition of the Building Licence to the State Administrative Tribunal. 	Design Team	-



2.2	<p>Ivan Terhave (IT) gave an overview of the 4 stage development.</p> <p>Over the car park for Stage 1a there will be 4 levels of apartments (Class 2). Stage 1b comprises an open space landscaped area over the car park.</p> <p>Stage 1a & 1b comprise 47 car bays and over all it is proposed that all 4 stages will provide a total of 150 bays.</p> <p>Future buildings are subject to DA approval and could be up to 5 storeys in height.</p>	Noted	
2.3	<p>(DC) discussed the proposal of subdividing the car park into 5x fire compartments and that the proposal will be made to comply with the deemed to satisfy requirements of the BCA. The building will comply with Type A construction for the purposes of the BCA.</p> <p>Julie Saunders (JS) added that the fire separation between the fire compartments will be fire resisting walls and openings will be either a compliant sliding fire door with an FRL of -120/30 OR 2x fire shutters, one on each side of the doorway and each having an FRL not less than 1/2 that required for the firewall except that each shutter must have an insulation value of at least 30. The FRL insulation value would be achieved by a sprinkler head on either side of the door.</p>	Milestone / Complete Fire Design	
2.4	<p>(JW) questioned the interaction & sequencing of emergency equipment within each different fire compartment and how they would operate in fire mode. (JW) advised it is important that FESA are able to quickly and effectively identify which fire compartment is in fire mode and how best to approach the fire in a carpark.</p> <p>(DC) advised that a matrix Table showing the sequence of operation of emergency equipment operating in fire mode could be provided with the Building Application for review. This would show in Table format e.g. detector activation, sliding fire door shut, car park ventilation system ramps up to full capacity etc.</p>	Design Team to develop matrix of services operation in fire mode	Prior to BA lodgement
2.5	<p>Ralf Boeyffo (RB) discussed that an Alternative Solution would be sought for Stages 1a & 1b whereby fire hydrant pumps and tanks were proposed to be omitted with reliance on FESA to boost the system.</p> <p>The remainder of the development is proposed to have a ring main and a separate booster connection for each stage i.e. 4x stages with 4x separate boosters</p> <p>Stephen Koel (SK) recommended that at each booster, attack pressures should be available in the ring main at all times.</p>	Wood & Grieve Fire Hydraulic	Provide details with the Council BA & to FESA
2.6	<p>John Franklin (JF) recommended that an FIP be provided for each separate stage and that the carpark be identified as common to all stages. (JF) also indicated that each zone should be separately identified on a panel as part of an addressable smoke detection system.</p> <p>(JF) advised that Geoff Morton from Amross be contacted to discuss the design of any FIP system. It is critical to obtain their comments before proceeding toward further detection system design.</p>	Fire Electrical consultant to contact Geoff Morton to discuss design approach of FIP	Prior to BA lodgement



APPENDIX A MINUTES OF MEETING



consultant building surveyors

Minutes of Meeting - Monday 14th February 2011

LOT 8 COCKBURN CENTRAL

A preliminary Building Application meeting was held with the City of Cockburn FESA and the Design Team to discuss the proposed residential development and associated car park at Lot 8 Cockburn Central. The meeting was held at City of Cockburn offices, 9 Coleridge Crescent, Spearwood. These minutes were taken by David Coakley and issued 16th February 2011.

Meeting commenced 10.30am. In attendance were:

John West (JW) - Principal Building Surveyor City of Cockburn	Neil Olsen (NO) - Senior Building Surveyor City of Cockburn
John Franklin (JF) - Fire Safety Officer Fire & Emergency Services WA / FESA	Stephen Ewell (SE) - Fire Engineer, Fire & Emergency Services WA / FESA
Tony Holmes (TH) - Project Manager Australand	Irene Tedesco (IT) - Contract Administrator Australand
Bull Borepple (BB) - Wood & Green Engineers Architects/Civil Consultants	John Smeadon (JS) - Civil Engineer Fire Engineer
David Coakley (DC) - Milestone Building Compliance Building Code Consultant	

1.0	INTRODUCTION	ACTION	DUE BY
1.1	<p>The purpose of the meeting was to discuss with the City of Cockburn & FESA the proposed the separation of the car park into 2 parts each containing less than 40 car bays and to remove the requirements for sprinklers.</p> <p>The meeting was also held to discuss the overall phased construction of the Lot 8 development into 4 stages.</p> <p>Currently Planning Approval has only been granted for Stages 1a and 1b - which will be the subject of the Building Application to be lodged with Council during early April 2011.</p>	Noted	-
2.0	DISCUSSION	ACTION	DUE BY
2.1	<p>John West (JW) questioned whether the development will be subdivided or separate green title lots? Tony Holmes (TH) advised that the development at Lot 8 would be a built up site.</p>	Noted	-

Suite 7, Lot 1000, 5/7 Central Park, Australand, WA, 6154
PO Box 2218, Perth, WA, 6001
AOC: 127 611 620

www.milestone.com.au
Ph: 627 7227 7476

8.0 REFERENCES

Australian Building Codes Board (ABCB) 2010a *BCA 2010, building code of australia, class 2 to class 9 buildings, volume one*, ACT, Australia.

Australian Building Codes Board (ABCB) 2010b *Guide to the BCA*, ACT, Australia.

Australian Building Codes Board (ABCB) 2005, *International fire engineering guidelines*, 2005 edn, Australian Building Codes Board, Canberra, Australia.

7.0 FIRE SAFETY MEASURES

This section establishes the fire safety measures that are required within the proposed development for the Alternative Solution presented within this FSER to satisfy the Performance Requirements of the BCA. All other items not addressed by this section are to be designed by others to comply with the DTS Provisions of the BCA.

7.1 Compartmentation

The compartmentation is to be in accordance with the DTS Provisions of the BCA. As part of this compartmentation fire rated bulkheads and smoke fire rated doors are to bisect the common residential corridor to form horizontal exits. The doors are to be fitted with smoke seals to prevent the spread of smoke.

7.2 Egress

The egress provisions within the building are to comply with the DTS Provisions of the BCA with the exception that the smoke and fire doors within the common residential corridor are permitted to swing against the direction of egress. As a part of the justification for this Alternative Solution the doors are to be held open by hold open devices activated by smoke detectors located within 1.5 m of the doors. The doors are required to swing towards the nearest fire isolated exit, i.e. the western doors are required to swing west and the eastern doors east.

7.3 Atrium

It has been demonstrated that it is not required for the atrium to comply with all the DTS requirements of Part G3 of the BCA. Specifically it has been demonstrated that the atrium well is not required to contain a cylinder with a diameter of 6 m, the bounding construction is not required to be located within 3.5 m of the atrium well, the roof is not required to be fire rated and a sprinkler system, and an AS1670.4 compliant alarm system can be omitted.

7.4 Fire Safety Management

The development is to be well maintained with respect to fire safety. The management policy and procedures are to include:

- good housekeeping/fire prevention with combustible packaging removed from the building;
- identification of essential services;
- regular maintenance of all fire safety systems and essential services.

It is important that the building continues to be maintained with a good fire safety management system. This will reduce the possibility of a severe fire and assists in the provision of adequate risk to life safety for the occupants of the premises.

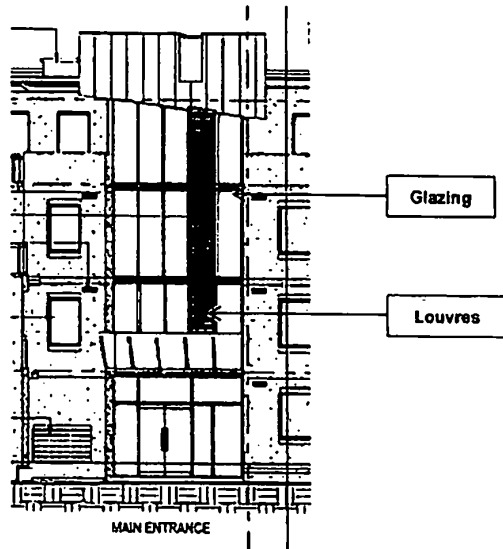


Figure 9 Elevation of Atrium

6.4 Conclusion

It has been demonstrated that given the design of the atrium and its associated regions, and where the fuel load within this space is likely to be limited it is not necessary to comply with all the DTS Provisions of Part G3 of the BCA. The level of risk to occupants and their ability to evacuate will not be detrimentally impacted.

Hence, compliance with Performance Requirements CP1, CP2, EP1.4, EP2.2 and EP4.3 has been demonstrated.

construction is set back 3.5 m, the floor area of the surrounding corridor over which fire and smoke could spread is approximately 43 m² on a given floor level. Within the subject building, the floor area of the common corridors contained between the horizontal exits on the typical upper levels is only approximately 30 m². The extent of spread of fire and smoke that may occur is thus considered to be no greater than in a DTS compliant scenario.

6.3.4 Protection of the Roof

The DTS Provisions require that either the roof be protected with a sprinkler system or be fire rated. In the subject building this would require an FRL of 90/60/30. It has been previously demonstrated that given the building is for residential purposes only the entry foyer and corridors are expected to have a low fuel load. If a single item was to ignite it is not expected that sprinklers will activate as the fire would be of limited duration, heat release rate and the smoke temperature likely to be below the activation temperature of the sprinkler bulb. It is expected that where the fire is not large enough to activate the sprinklers the smoke temperature at the top of the atrium will be no worse than in a DTS complaint building where the sprinklers have not activated and thus the risk of structural instability is no greater.

In the unlikely event that a larger fire does occur which results in failure of the atrium roof, it is not considered that individuals would be present in this space at the time. If the fire was located at the base of the atrium then the presence of the fire itself would prevent individuals from being in this immediate location (noting that this would be a large fire as required to create sufficient heat to cause failure of the roof), and if the fire was on an upper floor level it is considered that Fire Brigade would enter the building and travel to the appropriate floor via the fire isoated stairs at the extremities of the corridors.

6.3.5 Omission of a Smoke Exhaust System

The DTS Provisions of the BCA require that where a mechanical air-handling system is present in a building containing an atrium, it must comply with AS 1668.1, except where varied by Clause 3 of Specification G3.8. This is to ensure that the system design addresses any specific risks associated with the presence of the atrium. It is noted that the DTS Provisions do not require that a smoke exhaust system be provided unless already required within the building, in which instance the specific requirements applicable to an atrium are to be met.

As the building has an effective height of less than 25 m a smoke hazard management system is not required under DTS Provisions. As no mechanical air handling systems are present in the corridor this component of Clause G3 is not applicable.

It is noted that as a component of the design of the building there are to be power operated glass louvers on the external face of the entry void lobby; refer to Figure 9. Where necessary these vents can be opened following a fire event to assist in the venting of any smoke from the building.

6.3.6 Emergency Warning and Intercommunication System

Specification G3.8 requires that the building's alarm system comply with AS1670.4, thus requiring a voice message and WIPs. This system allows for the broadcast of an evacuation tone, facilitates the communication between and within evacuation zones and allows for communication for Fire Brigade and building management. As the building is a residential building of only four storeys it is considered that such provisions are not required as the evacuation itself is not likely to be coordinated. In the event of a fire where smoke spreads into a communal area, the building wide alarm will activate alerting occupants. Without the presence of on-site Building Management at this time WIPs are not considered to be of benefit. When Fire Brigade arrive on site, given the height of the building, they will still be able to utilise their two-way radios for communication and thus also do not require use of an EWIS.

source feature would be located on the far side of the road at a distance greater than 6 m from the external wall.

The walls that are perpendicular to the public corridor are not considered to be a risk in terms of occupant egress or fire spread as they will have a fire resistance level (FRL) of 90/90/90 which is deemed sufficient to protect occupants within a public corridor of a Class 2 building from a fire within the adjacent SOU.

In addition to the above aspects which limit the risk to occupants, is noted that no one is required to pass the atrium in order to reach an emergency exit with alternative routes being available.

6.3.3 Bounding Construction

The BCA requires that the bounding construction of an atrium be located within 3.5 m of the atrium well. A concession exists that allows three levels to be connected if one of those levels is at the level of egress and the floor area of these storeys are less than the maximum areas permitted in Table C2.2. The bounding construction on the Ground, First and Second floors is thus considered to be compliant however the bounding construction on the top floor is not.

The bounding construction on the third floor, as shown in Figure 8, wraps around the edge of the SOUs. The fire doors and associated bulkhead within the public corridor form part of the bounding construction.

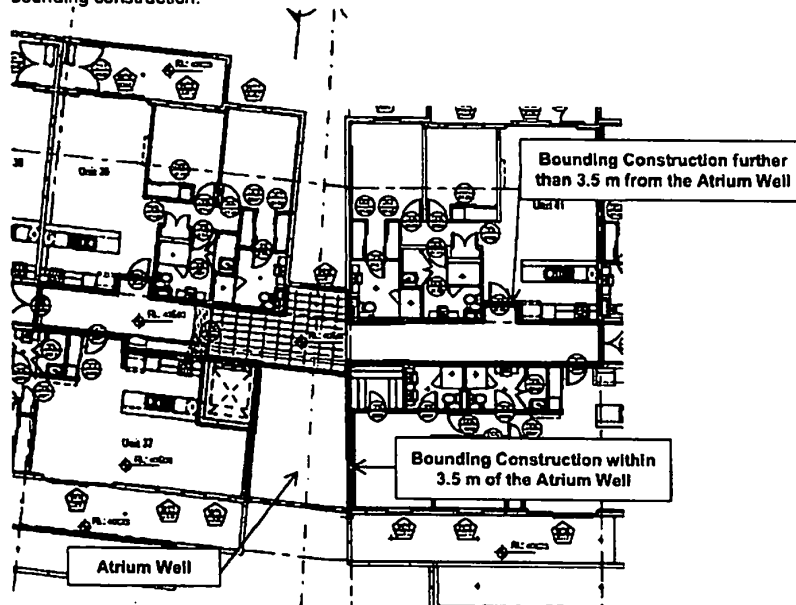


Figure 8 Atrium bounding construction on the Third floor

The Guide to the BCA (ABCB 2011b) states that the requirement for the bounding construction to be located within 3.5 m of the atrium well is to limit the potential spread of fire and smoke within a building. It is considered that within the subject building this intent is met as the space through which the hazardous fire products can spread is limited by the compartmentation within the corridor, which itself is only present on one side of the atrium. In a DTS compliant building where an atrium has the minimum permitted dimensions of a 6 m diameter and the bounding

previously, such a fire is expected to have a limited size preventing fire from spreading from level to level. The bounding construction between the SOUs and the public corridor and entry lobby will prevent the fire from spreading into the residential units where there is a significant quantity of fuel.

Where the fire growth and spread is limited by the low fuel load it is not expected that a fire which Fire Brigade is unable to control will develop.

6.3.2 Atrium Well Dimensions

The atrium well is defined by the BCA as being the space in an atrium bounded by the perimeter of the openings in the floors or by the perimeter of the floors and the external walls. The atrium well within the subject building, as highlighted in Figure 7, is a trapezoidal shape with dimensions of 5.5 m by 3.7 m. The DTS Provision of the BCA requires that an atrium well be capable of containing a cylinder with a horizontal diameter of 6 m.

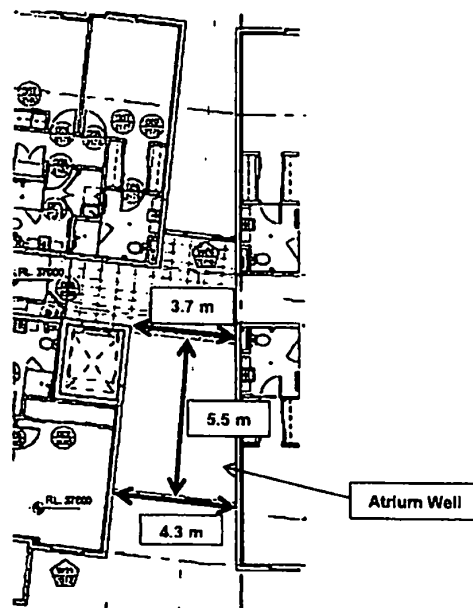


Figure 7 Atrium Well Dimensions

The Guide to the BCA (ABCB 2011b) states that the 6 m separation is equivalent to that between unprotected openings in external walls of adjoining buildings. The purpose of this separation is to reduce the effect of radiant heat from a fire:

- affecting occupants evacuating on the other side of the atrium well; and
- igniting materials on the other side of the atrium wall.

The occupants evacuating within the atrium are unlikely to be detrimentally affected by the dimensions of the atrium well. The occupants are only able to access one side of the atrium well and the risk of fire spread from the other sides is considered minimal. The opposite side of an atrium is an external glazed wall. For fire to affect the occupants from beyond this space the fire would be located outside the building. As this wall faces the street it is expected that any fire

The parts of the building directly associated with the entry lobby void are only used for the access of residents and their visitors to the SOUs. Being an apartment building rather than an office development, it is considered unlikely that the entry foyer would have a lavish display present within that may comprise of a significant fuel load. It is however acknowledged that there may be limited fuel items within the public lobby on the Ground floor, i.e. a couch or pot plant. The upper level corridors connected via the void space are unlikely to have any significant combustible fuel loads presents, this being an unsecure environment in which to locate their possessions.

Considering the limited fuel load likely to be present and also the limited ignition sources, it is considered unlikely that a fire will occur within the lobby. If such an event was to occur, as only isolated items of fuel may be present it is expected that the fire would be limited in size with further spread unlikely. Self-extinguishment is expected to occur if intervention by an occupant does not occur prior. The need for a sprinkler system in this instance is not considered to be warranted as unless a larger fire was to occur, activation of the system would be unlikely.

6.3.1.1 Fire Spread

In a building of Type A construction the BCA requires building features that prevent the spread of fire between floors e.g. fire rated floors and vertical separation of openings. Where a sprinkler system is provided the BCA permits up to three floors to be connected with the BCA assuming that the sprinklers will prevent the fire from spreading between floors.

In the subject building, due to the low fire load within the common areas it is not expected that a fire of significant size will develop. In the unlikely event that a larger fire did develop, for fire spread to occur there needs to be a fuel load for it to spread to. The upper levels of the interconnected space that are within the same fire compartment only consists of the common corridor. As noted above a fuel load is unlikely to be located in these regions as it would prevent the occupants using it as a pedestrian path. Occupants are unlikely to leave goods in the common corridors due to the associated security risks and also common courtesy to other occupants of the building.

6.3.1.2 Occupant Life Safety

The omission of sprinklers is not expected to have a detrimental impact on occupant life safety. The occupants who may be affected by a fire within the atrium and associated regions are those located in the four central SOUs. The occupants of the other SOUs are not expected to be exposed to smoke from the fire due to the presence of the fire doors within the common corridors. This results in a travel distance of approximately 6.5 m to the closest exit from an SOU which is compliant with DTS Provisions. The occupants will be alerted to the fire by the smoke detection and alarm system located within the common areas of the building.

It is noted that while the sprinkler system will control the fire it will not prevent the spread of smoke. The fire rated bulkheads and doors that are located within the public corridors will however prevent smoke from spreading to the other parts of the building. As these doors are also required to be smoke doors they will be fitted within smoke seals providing an additional fire safety measure to prevent smoke spread throughout the building.

6.3.1.3 Fire Brigade Intervention

A sprinkler system will assist Fire Brigade in carrying out their operations. Typically heat from the fire will activate a sprinkler head, which in turn activates a direct brigade alarm to call Fire Brigade to the fire. The sprinkler spray will control or extinguish the fire prior to the arrival of the Fire Brigade only, requiring fire-fighters to undertake final extinguishment and salvage operations. Where a building is not sprinkler protected, fire-fighting operations may be more onerous potentially including search and rescue, fighting the fire and protection of exposed properties.

In the subject building if a fire develops within the lobby entry void the only areas likely to be affected will be the public areas of the building in the immediate vicinity. As discussed

6.0 ASSESSMENT 3 – NON-COMPLIANT ATRIUM

This assessment presents justification for an Alternative Solution to not meet all the DTS requirements of Part G3 of the BCA for the atrium connecting the four stories of the building within the residential part of the building. It will be demonstrated that as the atrium only connects the entrance lobby and public corridors, and other areas of the building are fire separated from it, the fuel load and hence the potential fire size within the atrium is limited. It will also be discussed that occupants are able to escape from the regions directly associated with the void space via the horizontal exits within the common corridors.

Compliance with Performance Requirements CP1, CP2, EP1.4, EP2.2 and EP4.3 will be demonstrated.

6.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

6.2 Hazard Identification

This section identifies the hazards associated with not meeting all the DTS requirements of Part G3 as discussed below:

- A potential fire hazard associated with having an atrium well that cannot accommodate a cylinder with a diameter of 6 m is that opposite sides of the atrium well may be located within a close proximity. This may lead to occupants on the opposite side of the atrium being exposed to high levels of radiant heat or fire spread occurring across the atrium well.
- Due to the location of the horizontal exits within the building the bounding construction around the atrium will in places be located more than 3.5 m from the atrium well. This could potentially allow a fire to spread to a greater extent within the building.
- A potential hazard associated with not sprinkler protecting the atrium is that a fire may develop which may spread vertically within the building. Where sprinkler protection nor fire rating of the roof membrane is provide there is potential that during a fire the roof may suffer structural damage and potentially collapse. This can be dangerous to Fire Brigade personnel that may be present within the building and may have a detrimental effect on the performance of other fire safety measures within the atrium, i.e. any smoke exhaust fans present at roof level.
- A potential fire hazard associated with not having an AS1670.4 compliant alarm system is that building management will not be able to coordinate an evacuation in the event of an emergency and the alarm system will not incorporate a voice message.

6.3 Assessment

6.3.1 Omission of Sprinklers

The DTS Provisions of the BCA require that where more than two stories are connected by a void space or open stair that a sprinkler system is installed. As the entry lobby void connects all four stories this area is required to be sprinkler protected under the DTS Provisions.

The interconnected parts of the building are the Ground floor lobby, First, Second and Third floor corridors. The SOUs are fire separated from this area by their bounding construction. The eastern and western parts of the corridor are also fire separated by the fire rated bulkhead and doors that bisect the corridors to provide DTS compliant separation of exits.

required to occur simultaneously, i.e. fires would need to occur in multiple SOUs at the same time. Given the low likelihood of a fire in the first instance, this is not considered to be a credible fire scenario, nor one which the BCA would typically require to be considered.

5.4 Conclusion

It has been demonstrated that it is acceptable for the occupants in the central section of the building to have access to two horizontal exits where these enable DTS compliant travel distances and the fire door sets forming the horizontal exits are typically held open. Occupant evacuation will not be hindered as they will be able to travel to a safe place from which they can continue their evacuation of the building.

Hence, compliance with Performance Requirement DP4 and EP2.2 has been demonstrated.

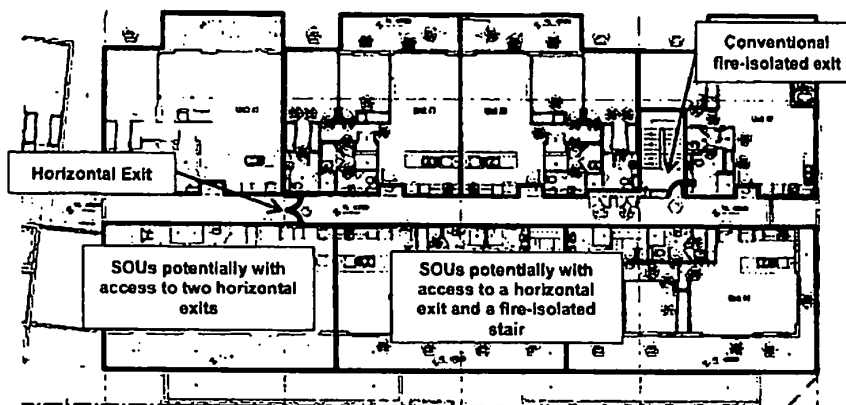


Figure 6 Eastern side of the building (Third floor)

Under normal conditions the fire doors are to be held open by electromagnetic hold open devices and will not obstruct the flow of occupants. The doors are to automatically close if either of the smoke detectors located within 1.5 m of each side of the door is activated. Thus the fire doors will only close in the event that smoke is detected near to the doorway.

There are two potential fire scenarios that need to be considered. The first is a fire at either end of the building where the smoke spills into the corridor between one of the horizontal exits and the fire-isolated stairs, i.e. from a blue SOU. The second scenario that needs to be considered is where smoke spills into the corridor between the two horizontal exits i.e. from one of the yellow SOUs.

In the first scenario the smoke may spill into the corridor and spread laterally. When the smoke reaches the smoke detector located on the near side of the closer horizontal exit, the detector will activate and the hold open device release. The /90/30 door will close and is expected to prevent further smoke spread. The other fire door will remain open and all occupants will have direct access to a conventional exit. Occupants are not expected to travel through the horizontal exit from the non-smoke affected part. In the event that they do open the door they will see smoke and be able to retrace their steps to the nearby conventional exit. As the door is self-closing it will automatically close behind the occupant, limiting the extent of smoke spread. This is considered to be the same scenario as if an exit was unavailable in a DTS compliant building.

Where the fire is located so that the smoke spills into the corridor between the horizontal exits it is possible that both sets of fire doors will close. The occupants at either end of the building would have access to a conventional exit and a horizontal exit as in the previous scenario. The occupants in the centre of the building will however only have access to horizontal exits, this being non-compliant with the DTS Provisions.

The Guide to the BCA states that the purpose of requiring access to a conventional exit is that after escaping to the place of safety it should not be necessary to return to the area being evacuated to continue to evacuate the building. This is consistent with the evacuation strategy from the subject building, whereby once an individual travels from the central compartment through a horizontal exit it should not be necessary for them to return to the central area of the building to continue their evacuation. After passing through the horizontal exit they will be to reach a fire-isolated stairway at the end of the corridor in order to complete their evacuation from the building.

Given the presence of the smoke compartmentation, for both horizontal exit doors to be closed and a fire isolated stairway unavailable, it is considered that more than one fire would be

5.0 ASSESSMENT 2 – HORIZONTAL EXITS

This assessment will demonstrate that it is acceptable for more than 50% of the exits from the central part of the building to be horizontal exits, as would occur where both doors are closed. The justification will demonstrate that the potential provision of only horizontal exits will not hinder occupant evacuation.

Compliance with Performance Requirement DP4 and EP2.2 will be demonstrated.

5.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

5.2 Hazard Identification

A potential fire hazard caused by having more than half the exits being horizontal exits is that occupants may not have direct access to a place of safety, limiting their ability to escape without exposure to hazardous products.

5.3 Assessment

Under the DTS Provisions of the BCA no more than 50% of the exits from a fire compartment are permitted to be horizontal fire exits. This is satisfied within the building with the exception of the SOUs that discharge into the central section of the communal corridors between the fire doors, which form horizontal exits when closed. The horizontal exits are required so that travel distances from the SOUs to an emergency exit comply with the DTS Provisions. Figure 5 and Figure 6 show the location of the subject exits and SOUs.

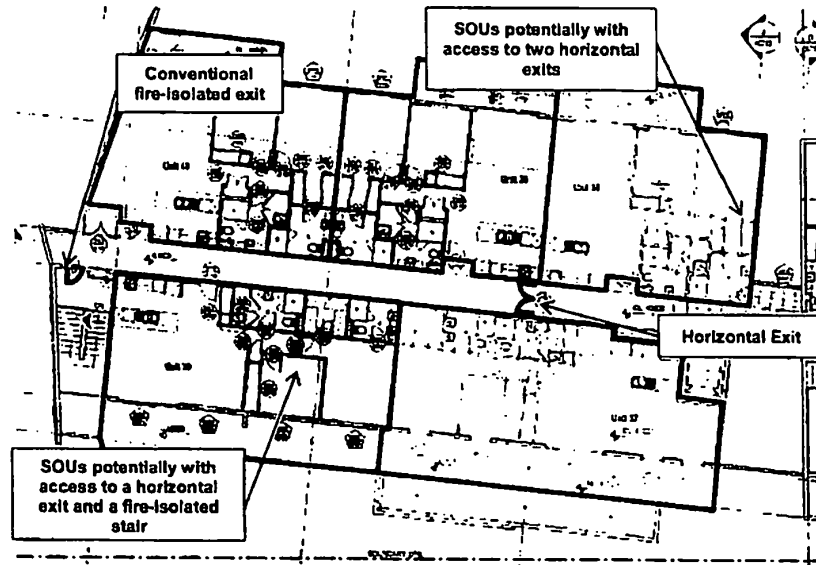


Figure 5 Western side of the building (Third floor)

Type of Occupancy	Area (m ²)	Occupants Load (m ² /person)	Number of Occupants
Subject Building – East	11 bedrooms	2 per bedroom	22
Subject Building – West	8 bedrooms	2 per bedroom	16

From these results a much larger number of people may be required to travel through a DTS compliant door that swings against the direction of egress than in the subject building. The most appropriate comparison is considered to be with the dormitory as these occupants will have similar characteristics to those in the subject building, i.e. they may be asleep at the time of a fire. In this occupancy up to 40 occupants may be present compared to 22 in the subject building.

The Guide also notes that this only applies to doorways forming part of the required exit and that it does not apply to other doorways including those within a path of travel to an exit. Swinging doors not associated with a fire-isolated exit or horizontal exit could therefore be present within the corridor, swing against the direction of travel, and be compliant. The effect on an occupants evacuation time in such a scenario is considered to be equivalent to the subject scenario but without the benefit of reaching a place of relative safety after travelling through the doors.

The swing of the doors is not expected to have a negative effect on Fire Brigade intervention as fire-fighters typically travel against the direction of egress and therefore against the direction of swing.

4.4 Conclusion

It has been demonstrated that it is acceptable to have the fire doors forming required exits within the public corridors swing against the direction of egress. This justification is based on the relatively low number of people who may be required to use the doors and associated level of risk.

Hence, compliance with Performance Requirements DP2 and DP4 has been demonstrated.

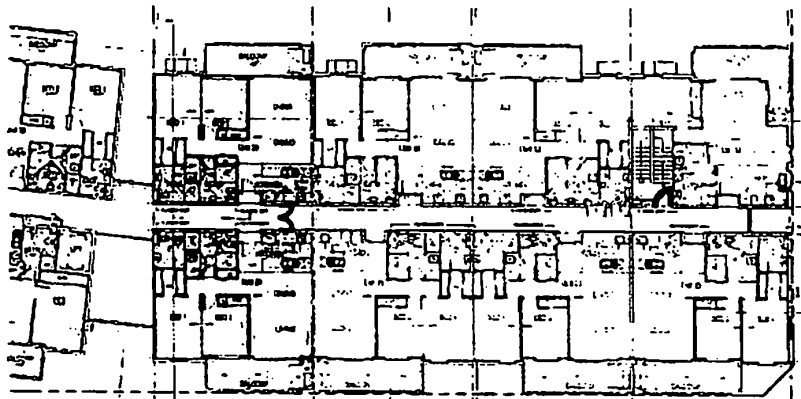


Figure 4 Typical floor east

The occupants within the four centre SOUs (highlighted in blue) have compliant door swings independent of the direction in which they travel. The occupants of the SOUs at either end of the building are not required to travel through the doors if they use the fire-isolated exits at the ends of the building. They will only encounter a door swing against the direction of egress if they have to use the fire-isolated stair at the other end of the building in which case only the first set of doors swing against the direction of egress.

The doors are to be held open on hold open devices under normal conditions. The hold open devices will be connected to smoke detectors located within 1.5 m of each side of the door which if activated will cause the doors to close. Occupants will thus only travel against the direction of swing if the doors close.

The Guide to the BCA (2010b) states that the intent of Clause D2.20 is to minimise the risk that a door may obstruct a person evacuating. This risk is further expanded, stating that if a door swings against the direction of egress, the first person to it may not be able to open it because of the pressure of the other people behind them.

A concession exists for exits serving a part of a building that has a floor area of less than 200 m². This concession is explained by the Guide as the number of people likely to use the door will probably be low and this minimise the risk of opening the door towards the person attempting to gain egress.

The worst case scenario is considered to be where the occupants from the eastern end of the building are required to evacuate via the western fire-isolated stair case. In this scenario the occupants from five two-bedroom SOUs and one one-bedroom SOU are potentially required to evacuate through the doors. Assuming an occupant load of two people per bedroom, up to 22 people may need to evacuate through these doors.

Table 6 provides a comparison between the number of people within the subject building and in various occupancies loads contained in Table D1.13 of the BCA.

Table 6 Comparison of Occupant Load

Type of Occupancy	Area (m ²)	Occupants Load (m ² /person)	Number of Occupants
Café, church, dining room	200	1	200
Dormitory	200	5	40
Office	200	10	20
Shop	200	3	67

4.0 ASSESSMENT 1 – DIRECTION OF DOOR SWING

This assessment will describe and justify the Alternative Solution to have the fire doors within the residential common corridors swing against the direction of egress. The justification will show that the direction of door swing will not have a detrimental effect on occupant egress where the doors form horizontal exits, only close when smoke is detected in their immediate vicinity, and the number of occupants required to travel against the swing of the door is relatively low.

Compliance with Performance Requirement DP2 and DP4 will be demonstrated.

4.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

4.2 Hazard Identification

The hazard associated with having doors swing against the direction of egress within the building is that occupants may have additional difficulty in evacuating where they have to open the door towards them. This may result in a delay in evacuation increasing the risk that occupants may be exposed to hazardous conditions.

4.3 Assessment

The DTS Provisions of the BCA require that doors must swing in the direction of egress unless they serve a part of the building with a floor area of less than 200 m². The fire doors within the corridor only swing one direction. The location of the fire doors is shown for the western side of the building in Figure 3 and the eastern side in Figure 4.

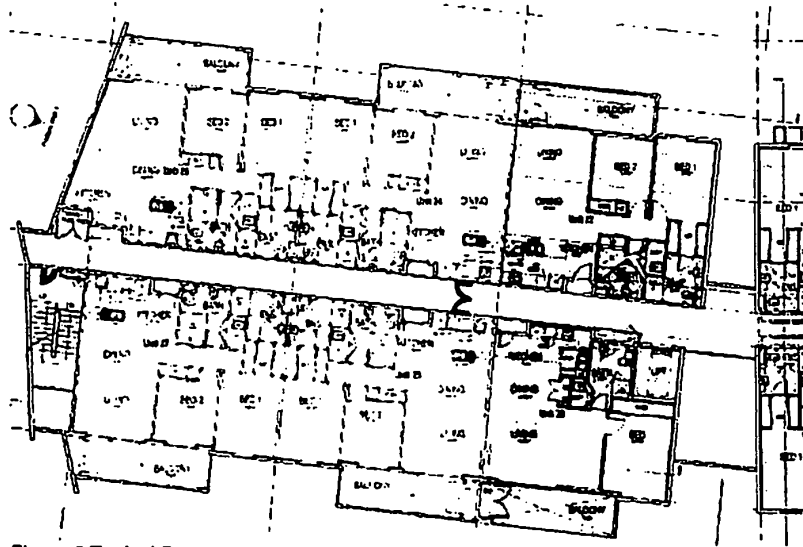


Figure 3 Typical floor west

3.2 Occupant Characteristics

The expected occupant characteristics are described below.

Distribution	<ul style="list-style-type: none"> • Number • Gender • Age • Location 	Occupants may be located throughout the building, be of various ages and be male or female.
State	<ul style="list-style-type: none"> • Awake / asleep • Intoxicated / sober • Unconscious / fully conscious 	Occupants may be awake or asleep and intoxicated or sober at the time of the fire.
Physical attributes	<ul style="list-style-type: none"> • Mobility • Speed of travel • Hearing ability • Visual ability 	Typically, occupants will be mobile though occupants with reduced mobility may be present.
Mental attributes	<ul style="list-style-type: none"> • Level of understanding • Potential emergency behaviour • Ability to take and implement decisions independently 	Occupants are expected to be aware an emergency is taking place due to auditory, visual and olfactory fire cues.
Level of assistance required	<ul style="list-style-type: none"> • Requires full assistance / requires some assistance / does not require assistance 	Occupants are not expected to require assistance to evacuate. In the event that assistance is required this is expected to be provided by other occupants.
Emergency training	<ul style="list-style-type: none"> • Trained / untrained • Warden / occupant 	Occupants are not expected to have received any specific emergency training.

3.0 BUILDING DESCRIPTION

3.1 General

The proposed development is to be located on Lot 8 Cockburn Central, with this FSER specifically relating to Stages 1a and 1b only. These Stages are to provide residential SOUs and a car park for use by residents, which is to be located at Ground level. The car park is to be sprinkler protected, whilst the SOUs are not. As such the car park and the SOUs will be fire separated in accordance with the DTS Provisions of the BCA. Figure 1 shows the Ground floor plan of the proposed building.

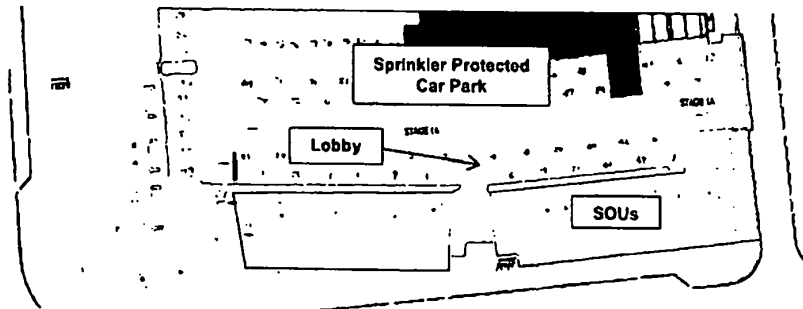


Figure 1 Ground floor plan

Egress from the residential component will typically be via fire-isolated stairs located at the east and west ends of the building. Horizontal exits will be present within the public corridors to satisfy DTS Clause D1.5 so that alternative emergency exits are located within a 45 m travel distance of each other. The fire and smoke rated separation will also satisfy Clause C2.14, which requires public corridors in Class 2 buildings to be smoke separated every 40 m.

The fire doors will typically be kept open by electromagnetic hold open devices. The devices will be connected to smoke detectors located within 1.5 m of either side of the door. Where one of these detectors is activated the doors will automatically close and provide a barrier to smoke and fire. Once an occupant evacuates through the fire door from the compartment of fire origin, they will be in a place of relative safety and will be able to continue their evacuation via the fire-isolated stairs. A typical floor plan highlighting this is shown in Figure 2.

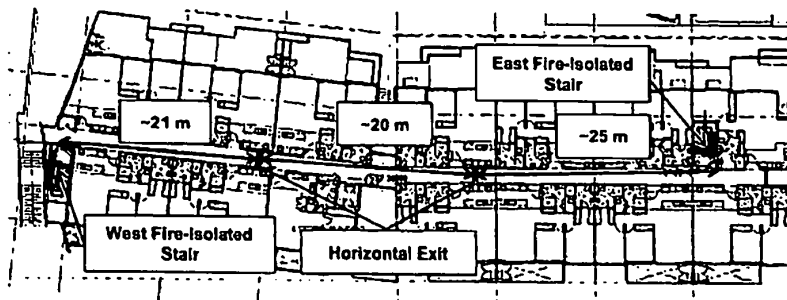



Figure 2 Typical floor plan showing egress provisions

The concepts outlined in this report assume a complete and operational building, and do not address protection of the building during construction, renovation or demolition. The major fire protection features to be incorporated in the design with respect to occupant life safety in the event of a fire are outlined in this report in principle. Property protection, business interruption, environmental protection and insurance requirements were not specifically considered in the analysis.

Any change in building, occupant or fuel conditions outside of those considered in this report, or any deviation in the implementation of the fire safety strategy outlined in this report, may result in outcomes not anticipated by the strategy, and should be reviewed by a suitably qualified Fire Safety Engineer.

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2.0 FIRE SAFETY OBJECTIVES ANED STRATEGY

2.1 Fire Safety Objectives

At a community level, the fire safety objectives are met when the relevant legislation is complied with. The client also has additional functional needs for the building design, which become the performance design objectives. These are outlined below.

2.1.1 Legislative

The following items are the fire and life safety objectives of the BCA:

- safeguard people from illness or injury due to a fire in a building; and
- safeguard occupants from illness or injury while evacuating a building during a fire; and
- facilitate the activities of emergency services personnel; and
- avoid the spread of fire between buildings; and
- protect other property from physical damage caused by structural failure of a building as a result of fire.

2.1.2 Design Objectives

The following items are the client's fire safety engineering design objectives:

- have fire doors within the public corridor that may swing against the direction of egress depending on the direction of travel;
- allow occupants in the centre of the building to only have access to horizontal exits;
- to not meet all the requirements of Part G3 with respect to the atrium's construction, sprinkler protection and components of the alarm system.

2.2 Proposed Fire Safety Strategy

The following fire safety strategy is proposed for the building:

- provide smoke and fire doors within the public corridors that act as horizontal exits, ensuring DTS compliant travel distances are achieved;
- have the smoke and fire doors within the public corridors swing in the direction of the nearest emergency exit;
- have the fire and smoke doors within the public corridors installed on hold open devices so that they only close when smoke is in the vicinity of the door;
- use the limited fuel load within the atrium to limit the growth and spread of fire;

2.3 Client Risk Management Objectives

The Client's objectives as part of the fire engineering design is that the design should meet the Performance Requirements of the BCA to achieve an adequate level of life safety for all occupants in the event of a fire. Protection of the building fabric and contents is not a regulatory issue. It is an issue solely for the building owner and their insurers. Accordingly, these issues will not be explicitly considered by the fire engineering assessment. This is consistent with the objectives of the BCA, which does not include asset protection amongst its objectives.

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to the atriums construction, the requirement for sprinkler protection, and the provision of WIP phones and a voice message alarm. It will be demonstrated that the low fuel load of the atrium and the bounding construction reduces the risk of a significant fire developing such that these aspects are not required to be implemented.

1.7 Method of Assessment

The assessment method to be used to demonstrate compliance with the subject Performance Requirement is in accordance with the BCA, Clause A0.9(b). A summary of this method is provided in Table 5 below. The assessment method is outlined in the International Fire Engineering Guidelines (ABCB 2005).

Table 5 Alternative Solution Assessment Method

Alternative Solution	Type of Evaluation	Method of Analysis
1	Absolute	Qualitative
2	Absolute	Qualitative
3	Absolute	Qualitative

- (c) the fire hazard; and
- (d) the height of the building.

- EP2.2**
- (a) In the event of a fire in a building the conditions in any evacuation route must be maintained for the period of time occupants take to evacuate the part of the building so that -
 - (i) the temperature will not endanger human life; and
 - (ii) the level of visibility will enable the evacuation route to be determined; and
 - (iii) the level of toxicity will not endanger human life.
 - (b) The period of time occupants take to evacuate referred to in (a) must be appropriate to -
 - (i) the number, mobility and other characteristics of the occupants; and
 - (ii) the function or use of the building; and
 - (iii) the travel distance and other characteristics of the building; and
 - (iv) the fire load; and
 - (v) the potential fire intensity; and
 - (vi) the fire hazard; and
 - (vii) any active fire safety systems installed in the building; and
 - (viii) fire brigade intervention.

- EP4.3** To warn occupants of an emergency and assist evacuation of a building, a sound system and intercom system for emergency purposes must be provided, to the degree necessary, appropriate to -
- (a) the floor area of the building; and
 - (b) the function or use of the building; and
 - (c) the height of the building.

1.5.2 Language

A number of Performance Requirements use the term "to the degree necessary". Clause A1.7(b) of the BCA defines this term as follows:

- (b) A reference in a Performance Requirement of the BCA to "the degree necessary" means that consideration of all criteria referred to in the Performance Requirement will determine the outcome appropriate to the circumstances. These words have been inserted to indicate that in certain situations it may not be necessary to incorporate any specific measures to meet the Performance Requirement.

1.6 Assessments

The Alternative Solutions to be adopted within Stages 1a and 1b of the subject residential development, as noted in Table 2, will be justified in the following assessments:

1. **Direction of Door Swing** – Qualitative justification will be provided for an Alternative Solution to have the fire doors within the public corridors potentially swing against the direction of egress. It will be demonstrated that the direction of swing of the doors will not have a detrimental effect upon the egress strategy where only a limited number of occupants will be affected by the non-compliant swing.
2. **Horizontal Exits** - Justification will be presented to demonstrate that it is acceptable for the occupants to have access to only horizontal exits within the central section of the building. It will be demonstrated that having access to only horizontal exits will not have a detrimental impact on their ability to evacuate.
3. **Atrium** – Justification will be presented to demonstrate that it is not necessary for the atrium to comply with all of the requirements of Part G3 of the BCA, specifically relating

1.5.1 Performance Requirements

The Alternative Solution described and assessed in this FSER will address the Performance Requirements stated in Table 2, and outlined below:

- CP1** A building must have elements which will, to the degree necessary, maintain structural stability during a fire appropriate to -
- (a) the function or use of the building; and
 - (b) the fire load; and
 - (c) the potential fire intensity; and
 - (d) the fire hazard; and
 - (e) the height of the building; and
 - (f) its proximity to other property; and
 - (g) any active fire safety systems installed in the building; and
 - (h) the size of any fire compartment; and
 - (i) fire brigade intervention; and
 - (j) other elements they support; and
 - (k) the evacuation time.
- CP2** (a) A building must have elements which will, to the degree necessary, avoid the spread of fire -
- (i) to exits; and
 - (ii) to sole-occupancy units and public corridors; and
 - (iii) between buildings; and
 - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to -
- (i) the function or use of the building; and
 - (ii) the fire load; and
 - (iii) the potential fire intensity; and
 - (iv) the fire hazard; and
 - (v) the number of storeys in the building; and
 - (vi) its proximity to other property; and
 - (vii) any active fire safety systems installed in the building; and
 - (viii) the size of any fire compartment; and
 - (ix) fire brigade intervention; and
 - (x) other elements they support; and
 - (xi) the evacuation time
- DP2** So that people can move safely to and within a building it, must have -
- (a) walking surfaces with safe gradients; and
 - (b) any doors installed to avoid the risk of occupants -
 - (i) having their egress impeded; or
 - (ii) being trapped in the building; and
 - (c) any stairways and ramps with -
 - (i) slip-resistant walking surfaces on -
 - (A) ramps; and
 - (B) stairway treads or near the edge of the nosing; and
 - (ii) suitable handrails where necessary to assist and provide stability to people using the stairway or ramp; and
 - (iii) suitable landings to avoid fatigue; and
 - (iv) landings where a door opens from or onto the stairway or ramp so that the door does not create an obstruction; and
 - (v) in the case of a stairway, suitable safe passage in relation to the nature, volume and frequency of likely usage.
- EP1.4** An automatic fire suppression system must be installed to the degree necessary to control the development and spread of fire appropriate to -
- (a) the size of the fire compartment; and
 - (b) the function or use of the building; and

10 December 2012

cfb | 4

Table 3 Principal Building Characteristics

Characteristic	Comments
Fire detection & occupant warning	A smoke detection and alarm system will be installed in accordance with Specification E2.2a of the BCA and components of Specification G3.8. An Alternative Solution is to be adopted for the omission of a voice message within the alarm and WIP phones.
Portable fire extinguishers	Portable fire extinguishers are to be provided in accordance with the DTS Provisions of the BCA.
Fire control centre	A fire control centre is not required under the DTS Provisions of the BCA.
Emergency lighting	Emergency lighting is to be provided in accordance with the DTS Provisions of the BCA.
Exit signs	Exit signs are to be installed in accordance with the DTS Provisions of the BCA.

1.4 Fire Safety Design Team

Table 4 identifies the stakeholders who are involved in the development and approval of the fire safety strategy for Stages 1a and 1b of the proposed residential development. A meeting between the City of Cockburn, FESA and the Design Team was held on the 14th of February 2011 to discuss the proposed project. A copy of the minutes of this meeting, as prepared by David Cooley of Milestone Building Compliance, is provided as Appendix A.

Table 4 Project Stakeholders

Name	Organization	Role
Richard Itzstein	City of Cockburn	Approval Authority
John West	City of Cockburn	Approval Authority
John Franklin	FESA	Fire Brigade
Stephen Keel	FESA	Fire Brigade
Tony Holmes	Australand	Developer
Ivan Tenhave	Cameron Chisholm & Nicol	Architect
David Cooley	Milestone Building Compliance	Building Surveyor
Ralph Boepple	Wood & Grieve Engineers	Hydraulic Consultant
Julie Saunders	Complete Fire Design	Fire Safety Engineer
Jeremy Gaskin	Complete Fire Design	Fire Safety Engineer

1.5 Compliance with the BCA

A Building Solution will comply with the BCA if it satisfies the Performance Requirements. Compliance with the Performance Requirements can only be achieved by –

- (a) Complying with the Deemed-to-Satisfy Provisions; or
- (b) Formulating an Alternative Solution which-
 - (i) complies with the Performance Requirements; or
 - (ii) is shown to be at least equivalent to the Deemed-to-Satisfy Provisions; or
- (c) a combination of (a) and (b).

The proposed building is being designed to meet the Performance Requirements of the BCA using a combination of DTS Provisions and Alternative Solutions, as permitted by (c) above. The Alternative Solutions presented in this FSER will comply with the Performance Requirements outlined in Section 1.5.1 of this report.

1.3 Principal Building Characteristics

Table 3 provides a summary of the principal building characteristics.

Table 3 Principal Building Characteristics

Characteristic	Comments
Classification	Class 2 residential and Class 7a car park
Rise in storey	4
Required type of construction	Type A
Compartmentation	<p>The compartmentation will be in accordance with the DTS Provisions of the BCA with the exception that in the atrium bounding construction will be located more than 3.5 m from the atrium well and the roof of the atrium will not be fire rated.</p> <p>As part of the fire safety strategy the common corridors will be divided by smoke and fire walls, which form horizontal exits.</p> <p>The DTS compartmentation is to include fire separation between the sprinkler protected car park and the SOUs on the Ground floor.</p>
Fire Brigade access	Fire Brigade access is to be in accordance with the DTS Provisions of the BCA.
Egress	The egress provisions from the building are to comply with the DTS Provisions of the BCA with the exception that the fire doors that form horizontal exits will swing against the direction of egress for some occupants. This is addressed by an Alternative Solution, justified within this FSER. It will also be demonstrated that it is acceptable for occupants to only have access to horizontal exits.
Fire hydrants	A fire hydrant system is to be provided in accordance with the DTS Provisions of the BCA.
Fire hose reels	A fire hose reel system is to be provided in accordance with the DTS Provisions of the BCA.
Sprinklers	<p>Sprinklers are to installed within the car park as required by the DTS Provisions of the BCA.</p> <p>An Alternative Solution is justified within this FSER for the omission of sprinklers from the residential component of the building as required under DTS Provisions by the presence of the atrium.</p>
Smoke hazard management	<p>Smoke hazard management within the car park is to be provided in accordance with the DTS Provisions of the BCA.</p> <p>As there are no required smoke hazard management systems of mechanical air-handling systems associated with the atrium space, Section 3 of Specification G3.8 is not applicable.</p>

1.0 INTRODUCTION

1.1 General

This document presents the Fire Safety Engineering Report (FSER) for the proposed Stages 1a and 1b of the residential development to be located on Lot 8 Cockburn Central. These stages will comprise of Class 2 residential sole occupancy units and Class 7a car parking. The building will have a rise in storey of four and is required to be of Type A construction under the Deemed to Satisfy (DTS) Provisions of the Building Code of Australia (BCA) (ASCB 2010a).

This report is based upon the drawings by Cameron Chisolm & Nicol stated in Table 1.

Table 1 Drawing Reference

Drawing No.	Title	Revision
A01.03	Overall Site & Staging Ground Floor Plan	A
A01.04	Overall Site & Staging First Floor Plan	A
A03.01	General Arrangement Ground Floor West	B
A03.02	General Arrangement Ground Floor East	B
A03.03	General Arrangement First Floor West	B
A03.04	General Arrangement First Floor East	B
A03.05	General Arrangement Second Floor West	B
A03.06	General Arrangement Second Floor East	B
A03.07	General Arrangement Third Floor West	B
A03.08	General Arrangement Third Floor East	B
A05.01	GA Roof Plan West	B
A05.02	GA Floor Plan East	B
A06.01	Elevations South	B
A06.02	Elevations East & West	B
A06.03	Elevations North	B
A07.01	Sections AA and BB	B
A07.02	Sections CC and DD	B
A07.03	Sections EE and FF	B
A07.04	Sections XX and YY	B
A07.05	Section ZZ	A

With the exception of the Alternative Solutions justified in this FSER, it is understood that the building will be designed and constructed by others to meet the DTS Provisions of the BCA.

1.2 Purpose of this Fire Safety Engineering Report

The FSER presents justification for Alternative Solutions to address the non-compliances detailed in Table 2.

Table 2 Non-Compliances with the DTS Provisions of the BCA

DTS Provision	Description of Non-Compliance	Performance Requirement to be Addressed
D1.10	The occupants within the central part of the building may only have access to horizontal exits.	DP4 and EP2.2
D2.20	The fire doors within the residential common corridor will swing against the direction of egress when occupants are travelling towards the centre of the building.	DP2
Part G3	The atrium will not comply with all the requirements of Part G3 of the BCA.	CP1, CP2, EP1.4, EP2.2 and EP4.3

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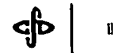
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EXECUTIVE SUMMARY

This document presents the Fire Safety Engineering Report (FSER) for the proposed stage 1a and 1b residential development to be located on Lot 8 Cockburn Central. These stages comprise of Class 2 residential sole occupancy units and Class 7a car parking. The building will have a rise in storey of four and is required to be of Type A construction under the Deemed to Satisfy (DTS) Provisions of the Building Code of Australia (BCA) (AS 1912.1).

The building is being designed to meet the DTS Provisions of the BCA with the exception of Alternative Solutions to:

- have fire doors within the public corridors that form horizontal exits, swing against the direction of egress;
- allow occupants in the middle part of the building to only have access to horizontal exits;
- to have an atrium that does not comply with the requirements of Part G of the BCA.

10 December 2012

JB | II

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DOCUMENT CONTROL

This section provides version history and related document references relevant to this document.

Version History

Our Reference	Comments / Revision History		
011011FSER_ISSUE 3 10 December 2012	Updated Figure 1 on Page 9 to reflect car park changes. Issued for Strata purposes.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Gibson	Approved by: Julie Gibson
011011FSER_ISSUE 2 31 August 2011	This issue. Amended to include horizontal egress provisions and atrium non-compliances as per Council comments.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Saunders	Approved by: Julie Saunders
011011FSER 27 April 2011	Issued for Building Licence Application.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Saunders	Approved by: Julie Saunders

Related Document

Reference	Comments
Milestone Building Compliance Minutes (refer to Appendix A)	Minutes of Meeting with City of Cockburn, FESA and the Design Team.



FIRE SAFETY ENGINEERING REPORT

Stage 1a and 1b Lot 8 Cockburn Central
Cockburn

Prepared For
Australand

Job No. 011011FSER_ISSUE 2
10 December 2012

PREPARED BY:

A handwritten signature in black ink, appearing to read 'J. Gaskin'.

for Complete Fire Design

JEREMY GASKIN
Fire Safety Engineer
MEFire, BE (Hons)
GradIEAust

APPROVED BY:

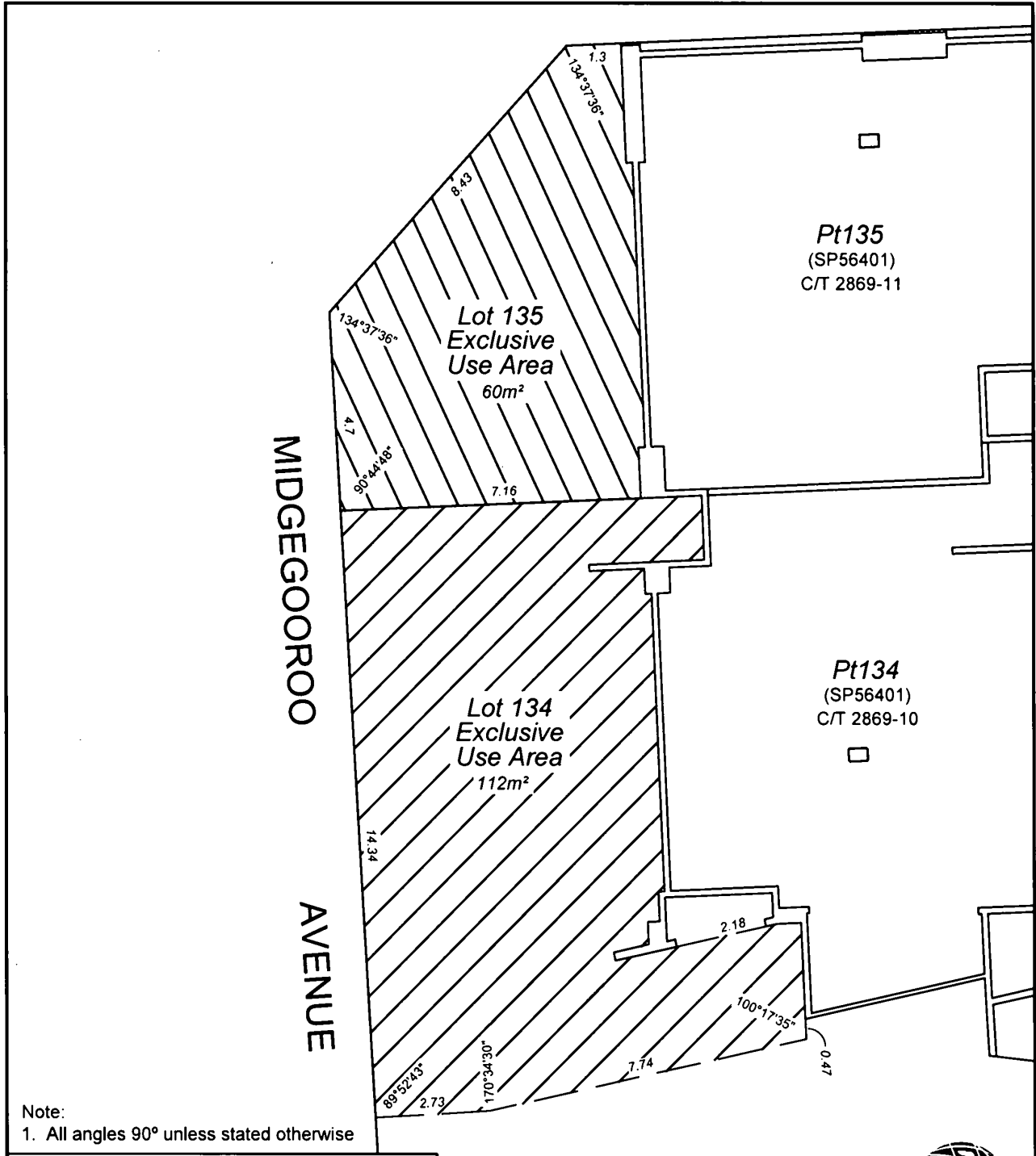
A handwritten signature in black ink, appearing to read 'Julie Gibson'.

for Complete Fire Design

JULIE Gibson
Fire Safety Engineering Manager
MEFire, BE (Hons), BSc
MIEAust

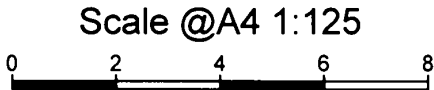
ATTACHMENT 4

FIRE SAFETY ENGINEERING REPORT



Note:
1. All angles 90° unless stated otherwise

Licensed Surveyor
N. Wells
 N. Wells
 Date: 12.03.2020
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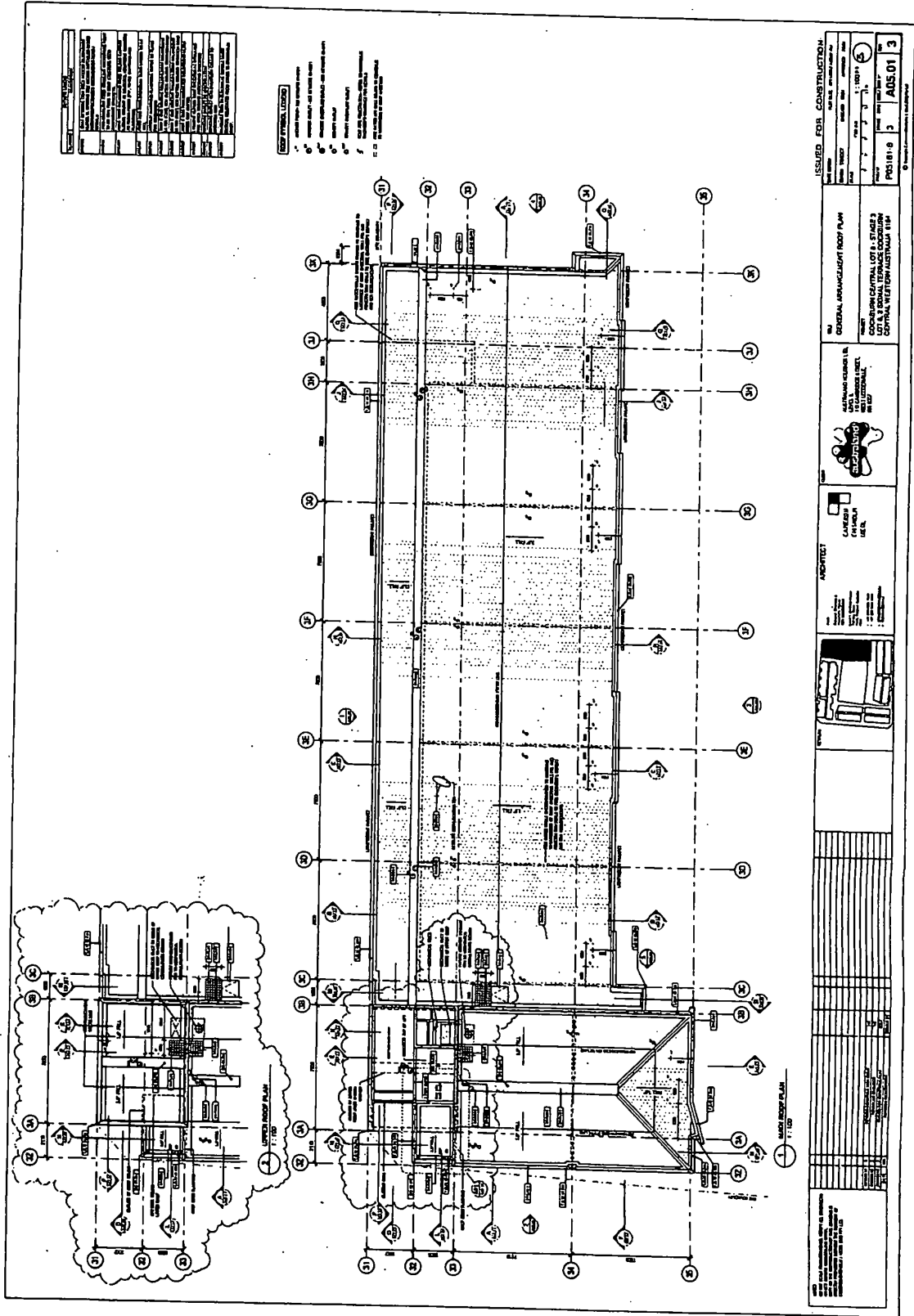


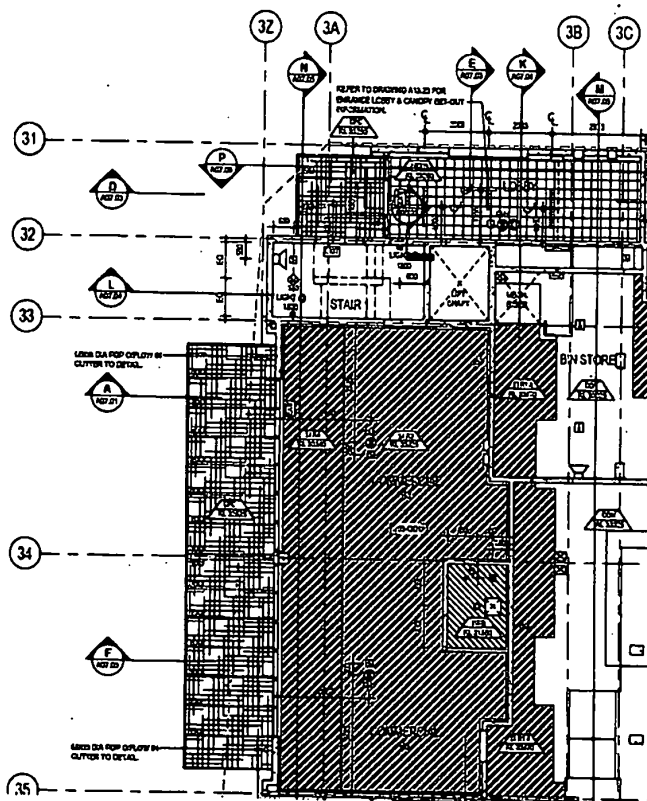
JBA SURVEYS
 12B Pepler Ave. Salter Point WA 6152
 Ph: 9450 7188
 email: admin@jbasurveys.com.au
 web: www.jbasurveys.com.au

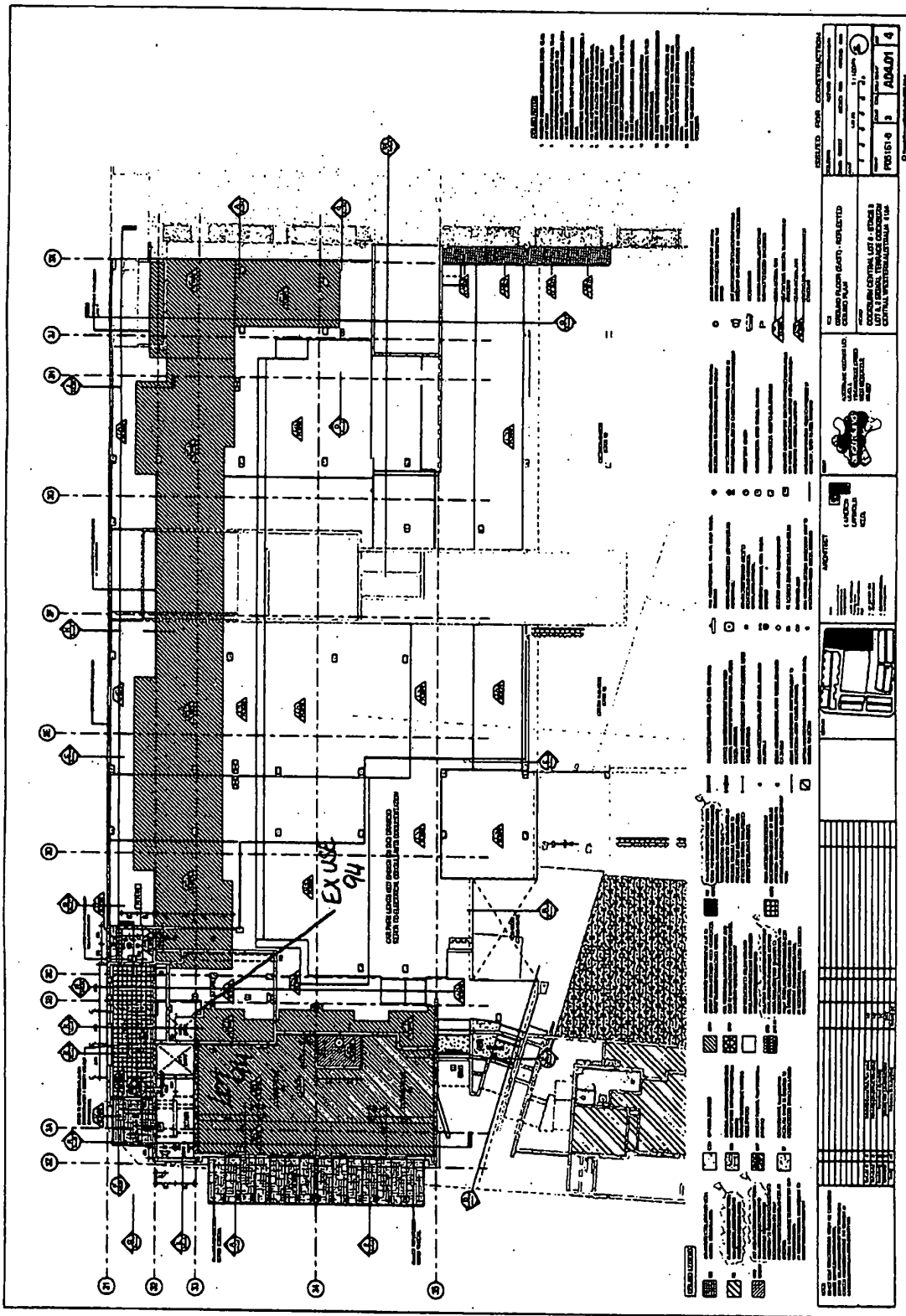
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ATTACHMENT 3

EXCLUSIVE USE AREA – LOTS 134 & 135

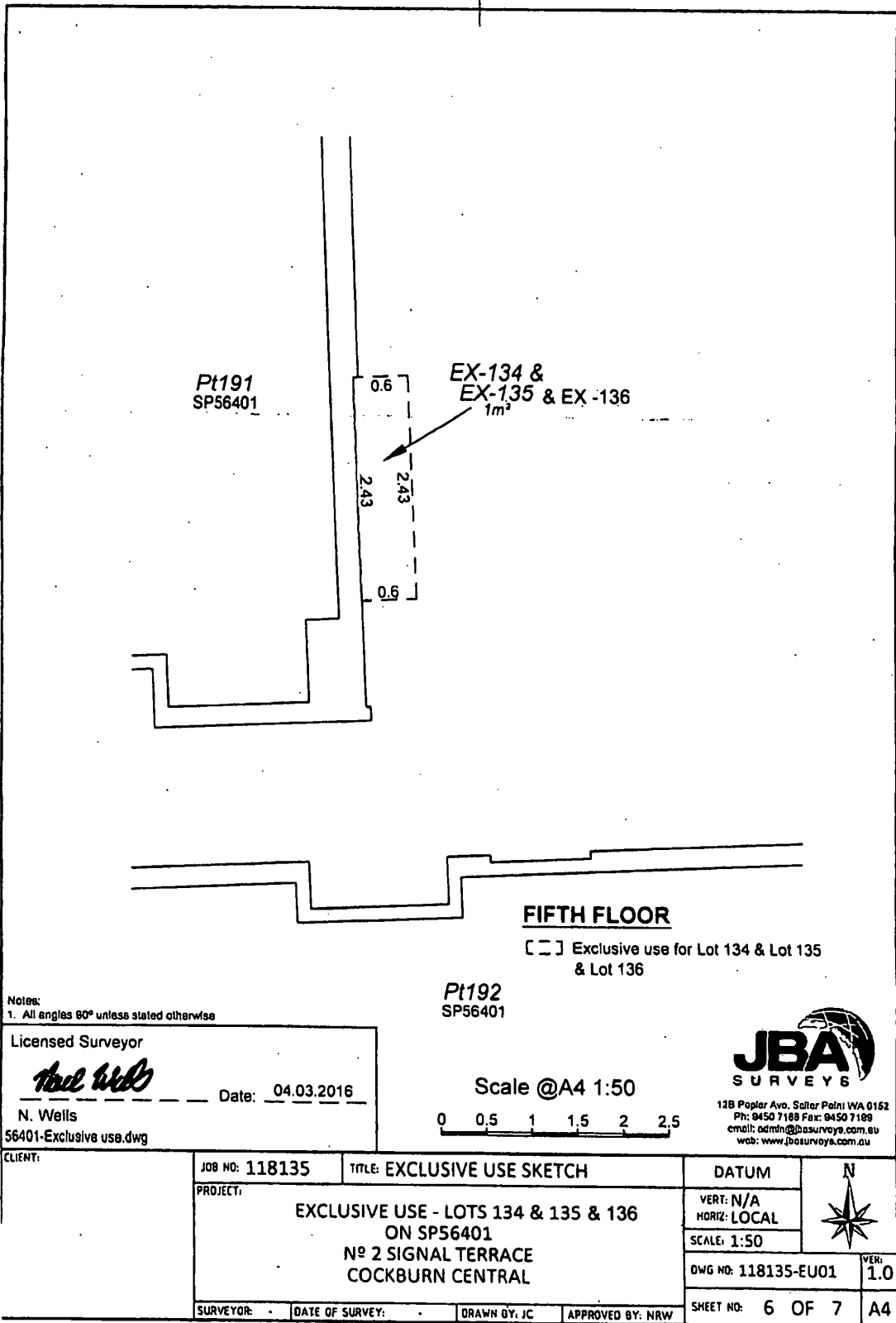






ATTACHMENT 2

EXCLUSIVE USE LOT 94




Notes:
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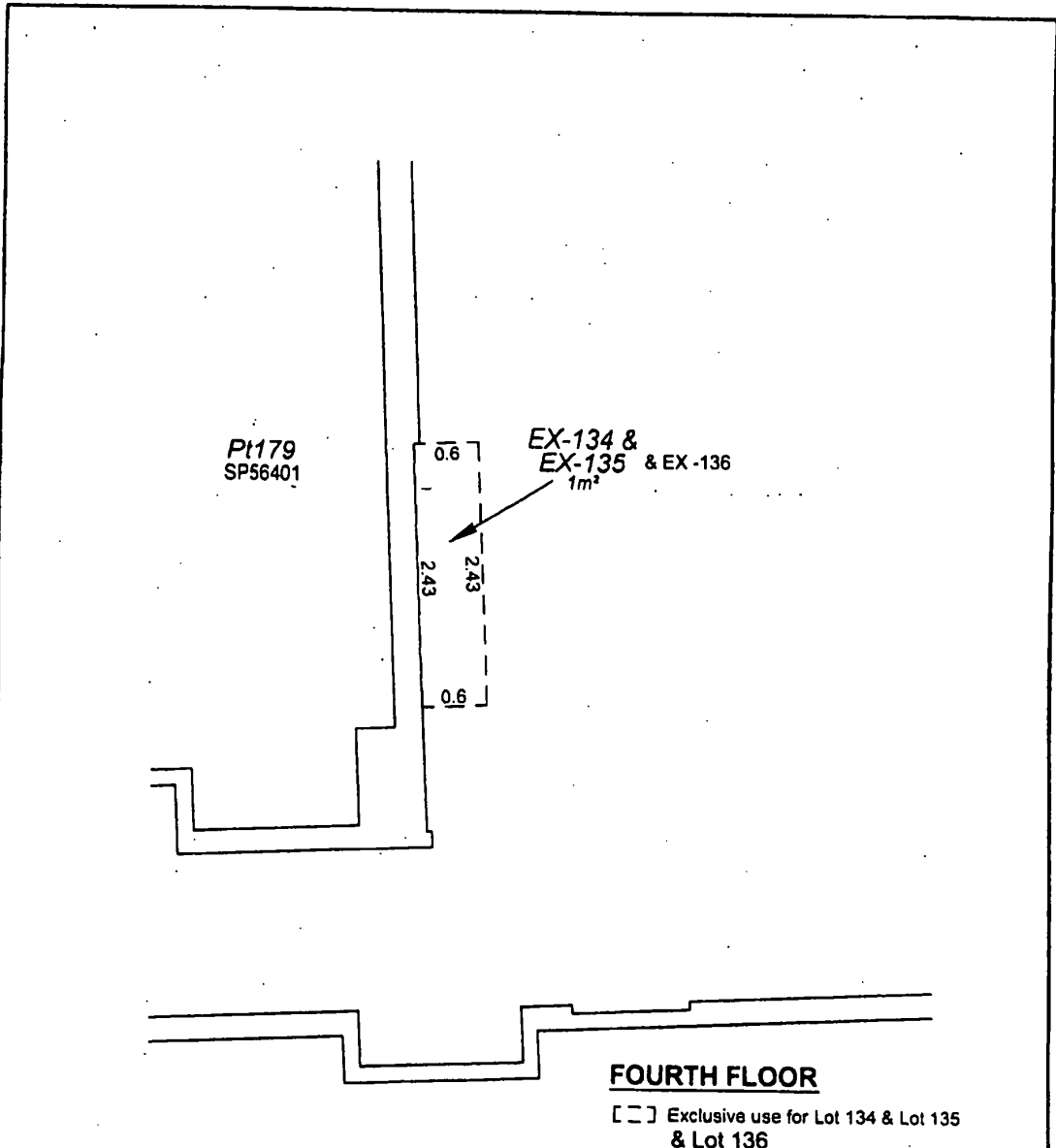
Licensed Surveyor
N. Wells
Date: 04.03.2016
N. Wells
56401-Exclusive use.dwg

Pt192
SP56401

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JBA
SURVEYS
128 Poplar Ave. Saltier Point WA 0152
Ph: 0450 7188 Fax: 0450 7189
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

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	SURVEYOR: N. Wells		DATE OF SURVEY: 04.03.2016	



Notes:
1. All angles 90° unless stated otherwise

Licensed Surveyor
N. Wells
Date: 04.03.2016
N. Wells
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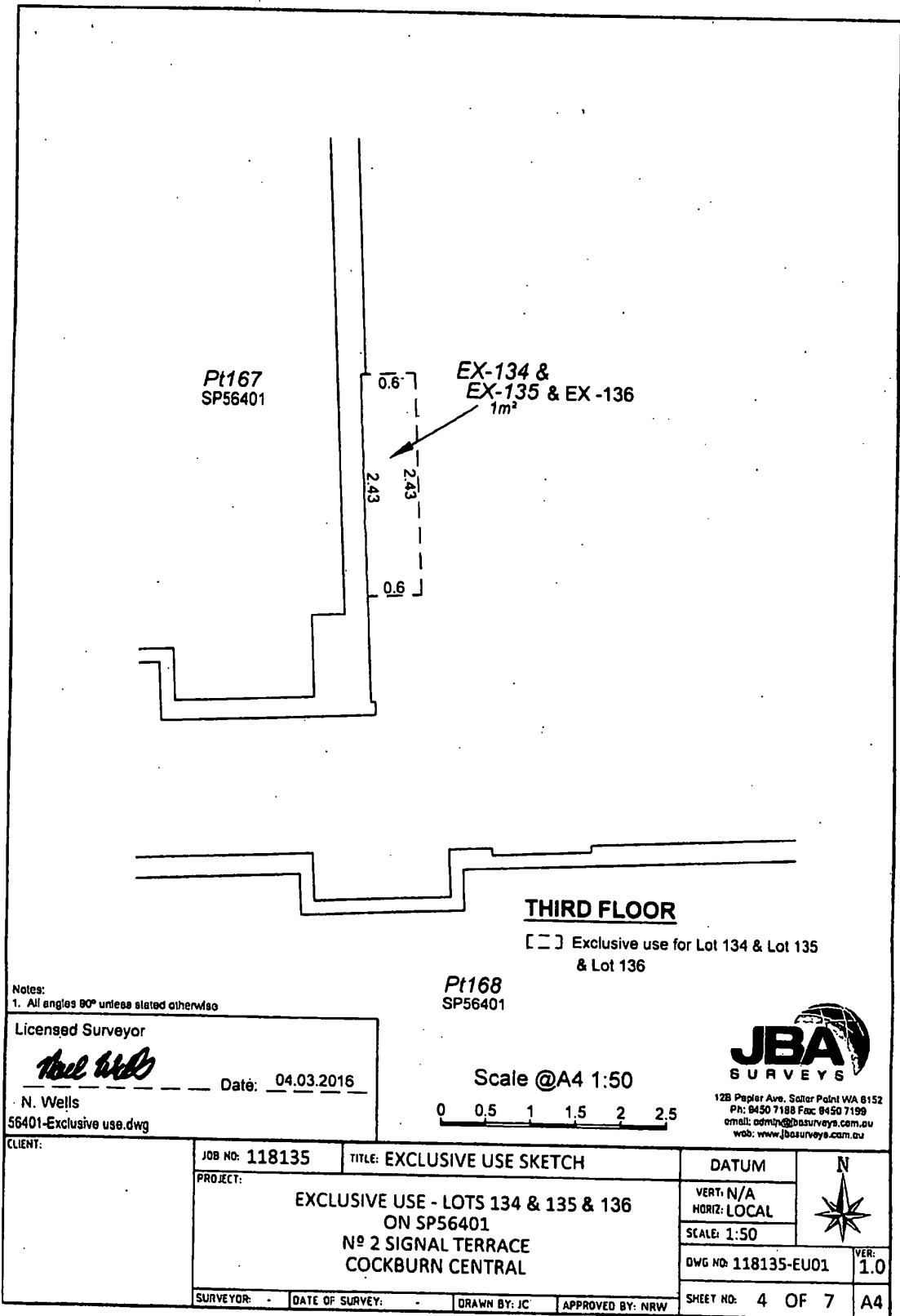
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SP56401

FOURTH FLOOR
[] Exclusive use for Lot 134 & Lot 135 & Lot 136

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JBA
SURVEYS
128 Poplar Ave. Sailer Point WA 6152
Ph: 9450 7188 Fax: 9450 7189
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N 	
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1. All angles 90° unless stated otherwise

Licensed Surveyor
Niel Wells
Date: 04.03.2016
N. Wells
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SP56401

THIRD FLOOR

[] Exclusive use for Lot 134 & Lot 135 & Lot 136

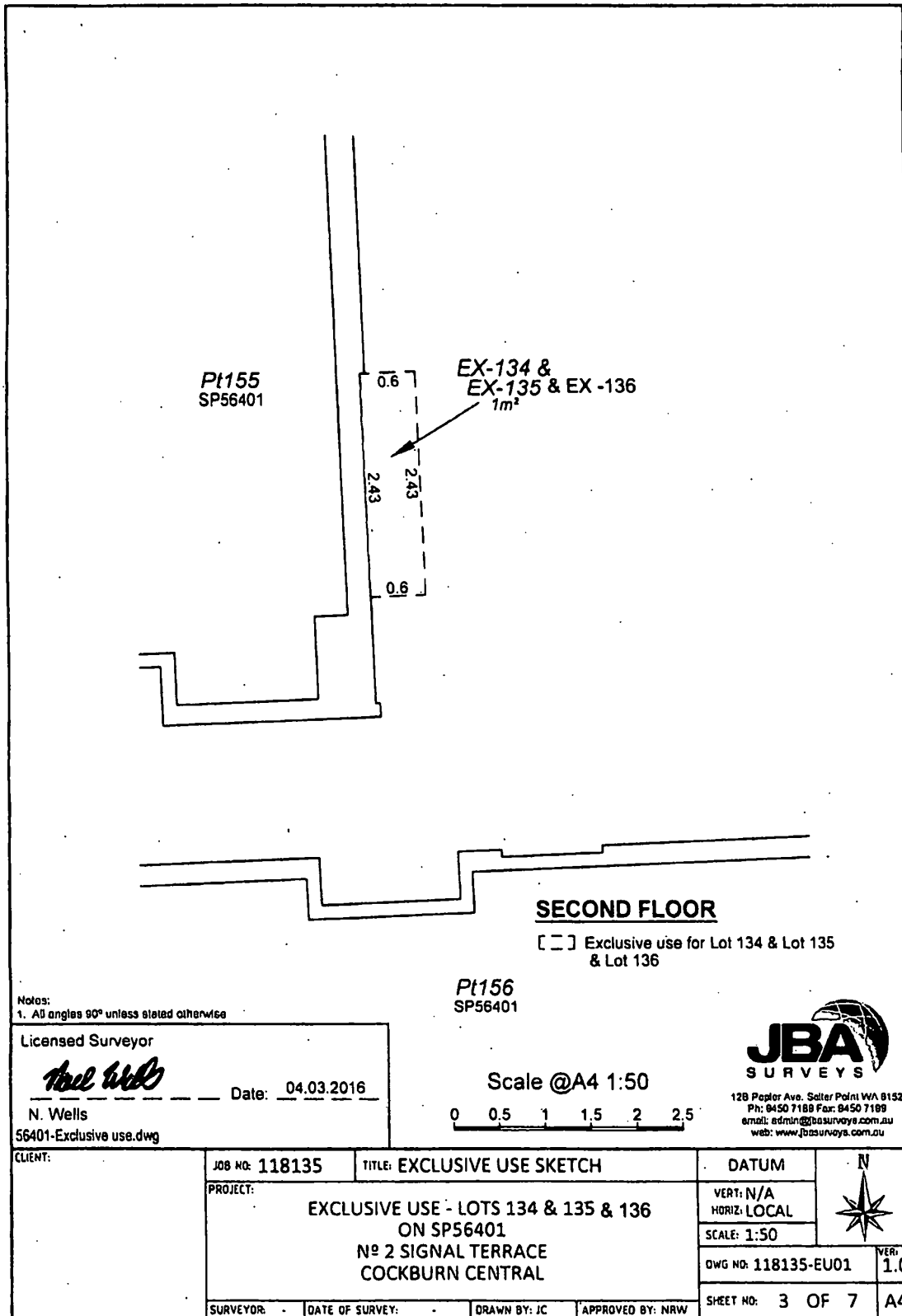


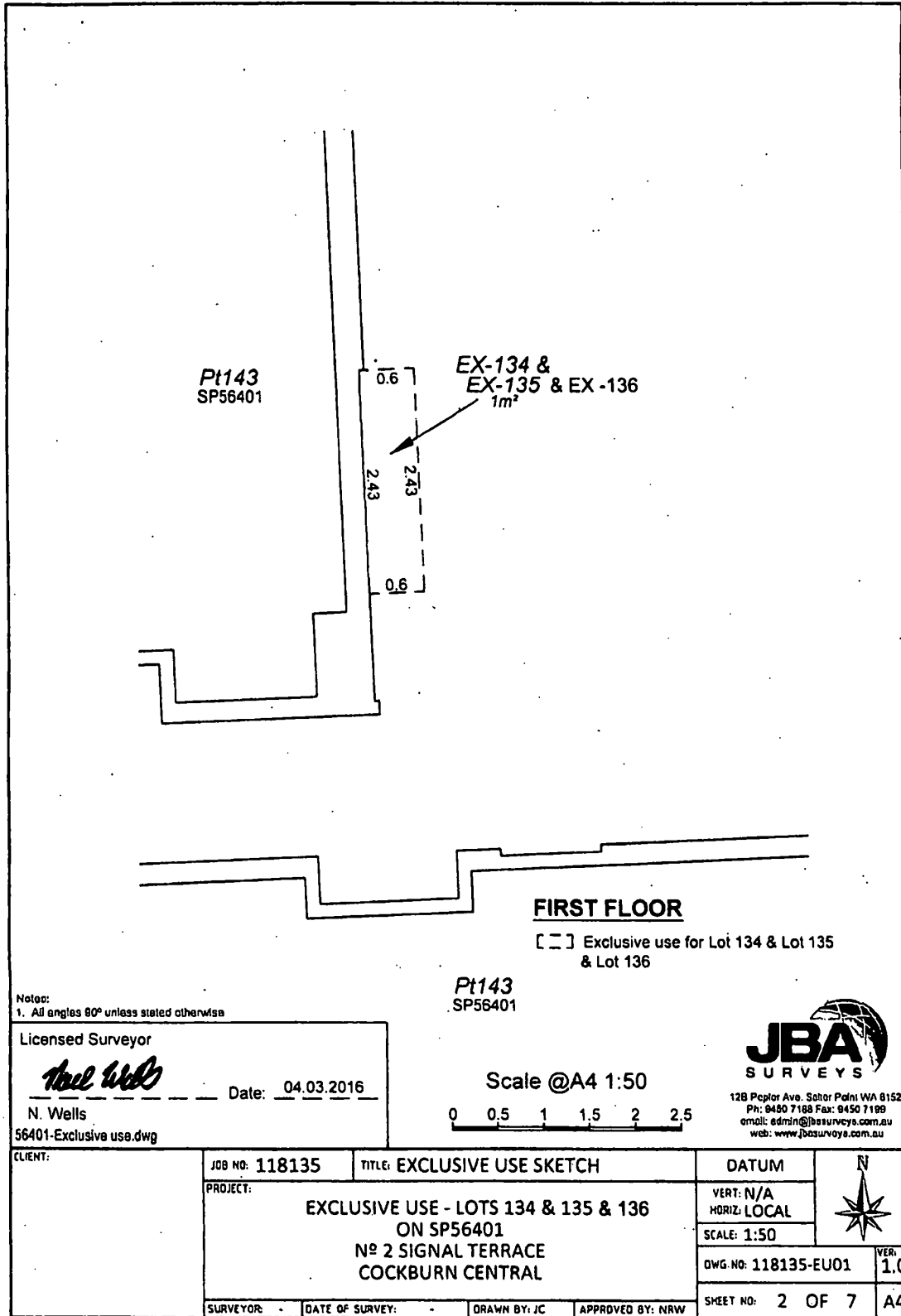
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Ph: 9450 7188 Fax: 9450 7199
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

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			SHEET NO: 4 OF 7	A4





Notes:
1. All angles 90° unless stated otherwise

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N. Wells
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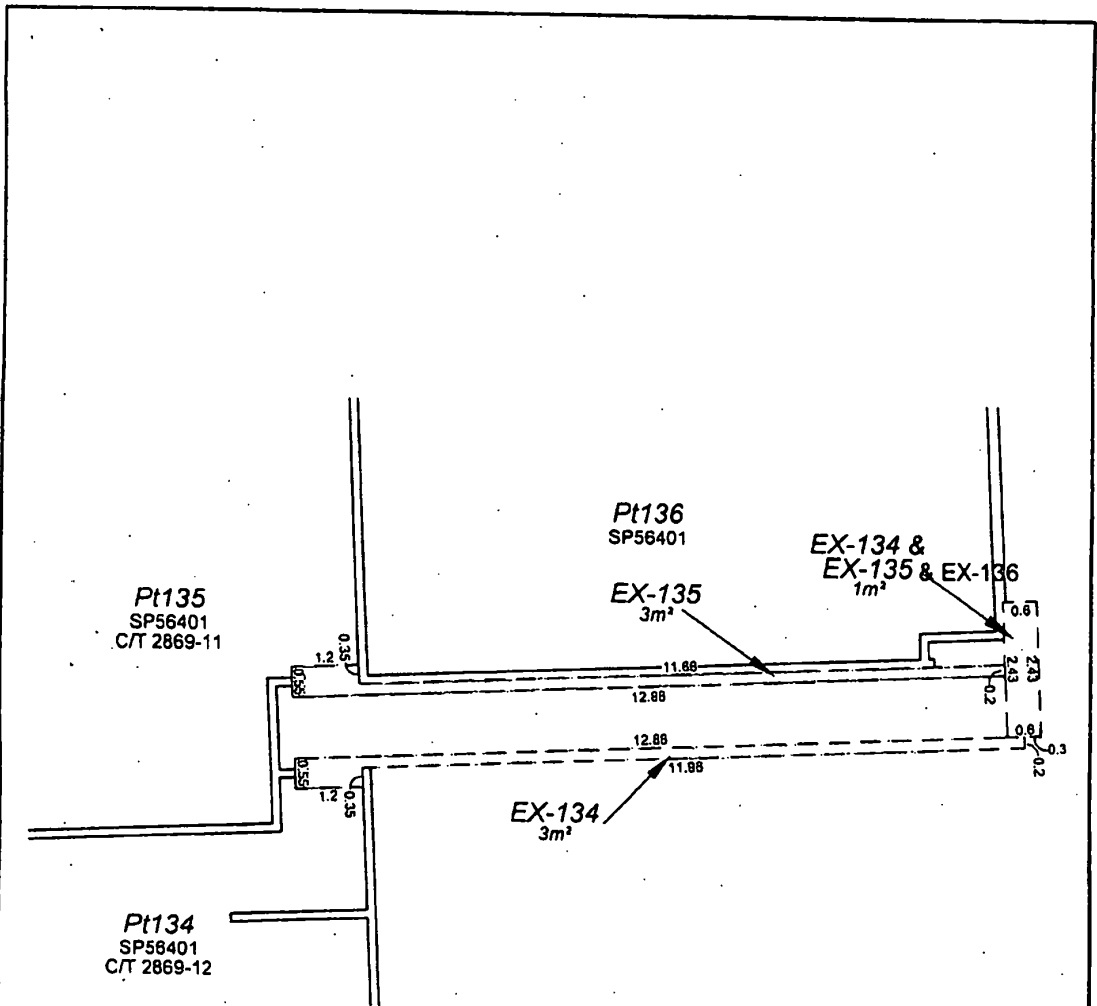
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128 Poplar Ave. Sator Palni WA 6152
 Ph: 9450 7188 Fax: 9450 7189
 email: admin@jbasurveys.com.au
 web: www.jbasurveys.com.au

CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM		
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GROUND FLOOR

- Exclusive use for Lot 134
- Exclusive use for Lot 135
- Exclusive use for Lot 134 & Lot 135 & Lot 136

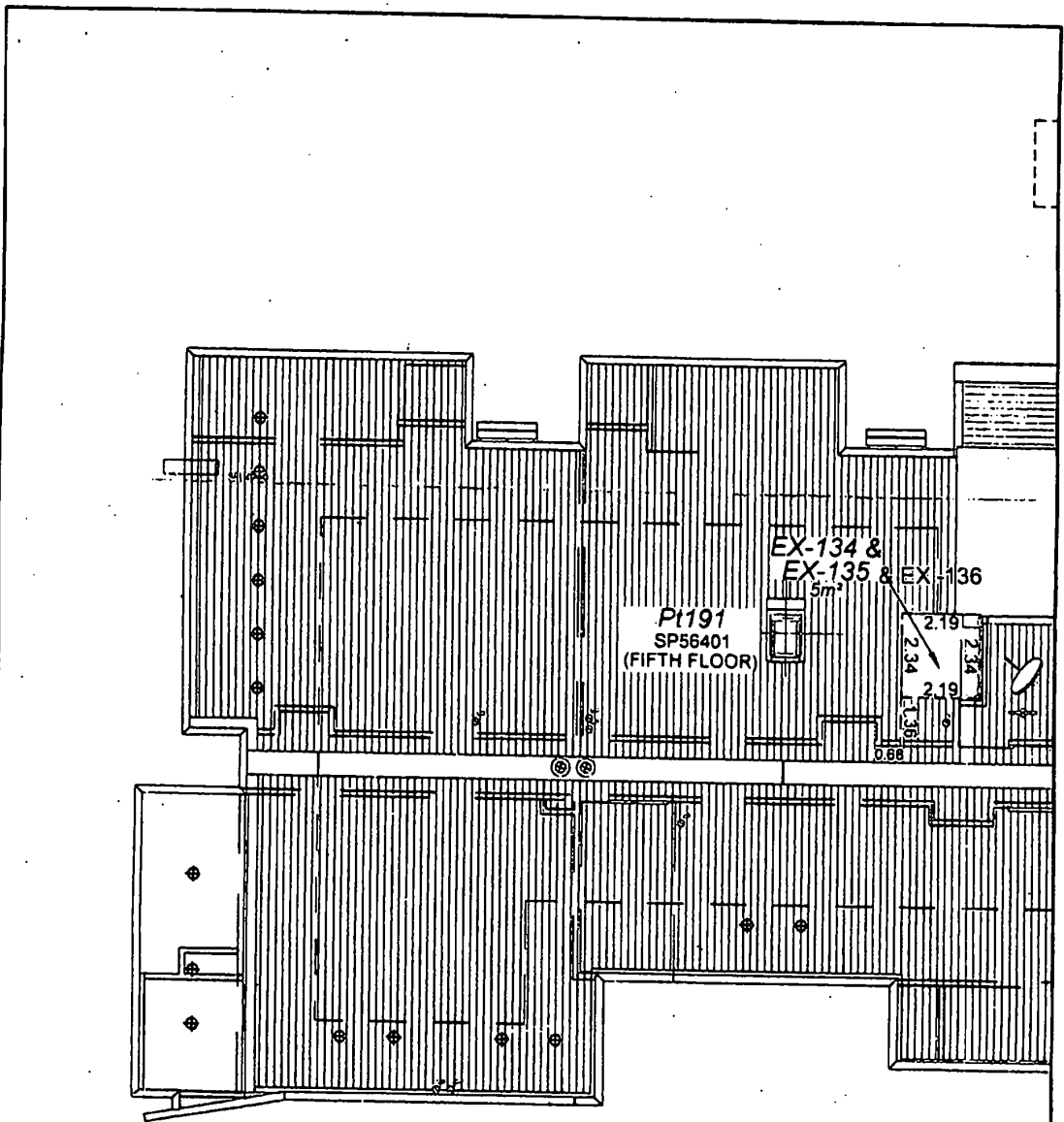
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N. Wells
 Date: 04.03.2016
 N. Wells
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JBA
 SURVEYS
 128 Pepler Ave. Saltor Palm WA 6182
 Ph: 0450 7188 Fax: 0450 7189
 email: admin@jbasurveys.com.au
 web: www.jbasurveys.com.au

CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N
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			SHEET NO: 1 OF 7	A4



ROOF LEVEL

[] Exclusive use for Lot 134 & Lot 135 & Lot 136

Notes:

1. All angles 90° unless stated otherwise

Licensed Surveyor

N. Wells

Date: 04.03.2016

N. Wells
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Ph: 8450 7188 Fax: 8450 7189
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

CLIENT:

JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N
PROJECT: EXCLUSIVE USE - LOTS 134 & 135 & 136 ON SP56401 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL		VERT: N/A	
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		SHEET NO: 7 OF 7	A4

ATTACHMENT 1

EXCLUSIVE USE LOTS 134, 135 AND 136

ATTACHMENT 4

FIRE SAFETY ENGINEERING REPORT

ATTACHMENT 3

EXCLUSIVE USE AREA – LOTS 134 & 135

ATTACHMENT 2

EXCLUSIVE USE LOT 94

ATTACHMENT 1

EXCLUSIVE USE LOTS 134, 135 AND 136

- 57.1.6 use the common property the original Proprietor thinks fit for the purposes of selling the lots; and
- 57.1.7 use the common property the original Proprietor thinks fit to facilitate completion of constructions works.
- 57.2 A Proprietor consents to and agrees to the original Proprietor undertaking any or all of the rights of the original Proprietor set out in this By-law 57 without any prevention or hindrance of such Proprietor.
- 57.3 The Strata Company must do all things reasonably required by the original Proprietor to facilitate efficient and economic completion of construction of the lots and common property by the original Proprietor and sale by the original Proprietor of the lots and without limitation the Strata Company must for the purposes sign all necessary consents or permits required by the original Proprietor and must close off from access by the Proprietors and occupiers to parts of the common property when it is necessary to do so.

functions to the Strata Manager (to the extent that the same are capable of being delegated).

56.3 The Strata Manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a general meeting of the Strata Company:

- 56.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the Land and common property for this purpose;
- 56.3.2 to view the improvements within the development on at least 1 occasion in each year,
- 56.3.3 arrange and attend the annual general meeting during any yearly period;
- 56.3.4 act upon request by, or in the absence of, the chairman:
 - 56.3.4.1 as Chairman of any meeting of the Strata Company; or
 - 56.3.4.2 its Council, if so agreed by all the members of the Council present at the meeting;
- 56.3.5 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
- 56.3.6 as agent for the Strata Company to engage or employ contractors and any employees authorised by the Strata Company to be employed (including but not limited to a caretaker), and to keep any wage, income tax or other records required by any law from time to time in respect of any employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- 56.3.7 to arrange for the preparation and submission of income tax returns on behalf of the Strata Company and accept appointment as the public officer of the Strata Company;
 - 56.3.7.1 to disburse monies in accordance with the Act and the terms of the By-laws;
 - 56.3.7.2 to maintain the records of the Strata Company required by law;
 - 56.3.7.3 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation; and
 - 56.3.7.4 to provide, so far as is reasonable, any assistance to the Strata Company and the Council.

57. SPECIAL RULES FOR ORIGINAL PROPRIETOR

- 57.1 A Proprietor or occupier acknowledges that nothing in this By-law 57 shall prevent or hinder the original Proprietor from completing construction or improvements on the Land comprised in the strata plan without limitation the original Proprietor may:
 - 57.1.1 re-subdivide any lot;
 - 57.1.2 carry out and complete any construction or improvements on re-subdivided lot or lots;
 - 57.1.3 use any lot as a display lot to assist in the marketing and sale of other lots;
 - 57.1.4 place anywhere on the common property signs and other materials relating to the sale of the lots;
 - 57.1.5 conduct in a lot or on the common property an auction sale of a lot;

- 52.21.5 delivery times and locations as specified in By-law 52.22 of this Schedule;
- 52.21.6 extent of outdoor dining (if applicable); and
- 52.21.7 any other information that is relevant to the day to day operations of the tenancy that may impact on the area.
- 52.22 A Proprietor may use the car park entrance or loading zone bays designated by the Strata Company for deliveries between Monday to Saturday from 7.00am to 1.00pm provided that:
- 52.22.1 such deliveries do not take more than 10 minutes for each delivery;
- 52.22.2 the Proprietor shall be responsible for the operation of the gate and shall ensure that the gate is locked after each use; and
- 52.22.3 the Proprietor must be present at all times during the delivery.
- 52.23 A Proprietor must obtain approval from the City of Cockburn before carrying out any outdoor activities including but not limited to outdoor dining.

53. SHOPFRONT OF COMMERCIAL LOTS

- 53.1 A Proprietor or occupier of a Commercial Lot, other than the Original Proprietor, must not carry out any works to alter the shopfront of the Commercial Lot unless that Proprietor or occupier has obtained a prior written approval from the local authority and the Strata Company.

54. APPROVAL

- 54.1 Any Proprietor who seeks the approval of the Council pursuant to these By-laws must provide such information, documents, undertakings and evidence of approvals by the local authority or other bodies in support of the application for approval as the Council shall reasonably specify.
- 54.2 If the approval of the Council is required by these By-laws, such approval:
- 54.2.1 must be in writing;
- 54.2.2 may be refused;
- 54.2.3 may be given on such conditions; and
- 54.2.4 may be withdrawn, as the Council shall reasonable determined.

55. DEFAULT

- 55.1 If a Proprietor, occupier breaches any By-law and that default continues for fourteen (14) days after notice thereof is given to the Proprietor or occupier by the Council, then the Strata Company may enter and, if necessary remain upon any part of the parcel to make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable from the Proprietor or occupier in default.

56. STRATA COMPANY MANAGEMENT

- 56.1 The Strata Company may appoint from time to time a Strata Manager upon such terms and conditions as are usual for such appointment.
- 56.2 Unless otherwise provided in the By-laws the Strata Company may delegate all of the Strata Company's power, authorities, duties and

52.14.2.3 if necessary, to disconnect the Proprietor's installation or alter or upgrade the electrical supply system at the Proprietor's cost in order that it will suffice for the additional load imposed by the Proprietor's installations.

52.15 The Proprietor shall at the Proprietor's expense:

52.15.1 take reasonable action to secure the Commercial Lot against unauthorised entry whilst the Commercial Lot is occupied;

52.15.2 securely lock and fasten external door and windows in the Commercial Lot whilst the Commercial Lots are unoccupied;

52.15.3 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 discarded rubbish papers cartons boxes containers or other waste products and shall leave such rubbish or containers outside the Commercial Lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the Council; and

52.15.4 keep the commercial lot free and clear of all rodents, vermin, insects, birds, animals, termites and other pests and if the Proprietor fails to do so the Proprietor shall if and so often as necessary employ pest exterminators approved by the Council to carry out the necessary work.

52.16 The Proprietor shall:

52.16.1 submit a noise management plan prepared by a suitably qualified consultant to the Strata Company for approval prior to occupation of the lot;

52.16.2 for the purposes of noise consideration, measurements shall be taken at 1 metre from the nearest noise sensitive lot unless otherwise required by the Strata Company or other statutory authority; and

52.16.3 ensure that all background music and sound systems are installed and played in such a manner that:

52.16.3.1 is within the standard prescribed by the Environmental Protection (Noise) Regulations 1997 (WA); and

52.16.3.2 prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Proprietors of other lots.

52.17 A Proprietor must satisfy itself that its proposed use of the commercial lot is in accordance with the approved zoning of the commercial lot.

52.18 A Proprietor requires the Commercial Lot to be used other than as a shop then it must apply to the local authority at its cost for a change of use to its intended use of the Commercial Lot.

52.19 A Proprietor, must at its cost, obtain all the necessary approvals to conduct its business from the Commercial Lot.

52.20 A Proprietor must comply at all times with the conditions applicable to the approval to conduct its business from the Commercial Lot.

52.21 A Proprietor must at its cost prepare a management plan for its proposed use of the Commercial Lot acceptable to the local authority and Strata Company. The management plan will include:

52.21.1 hours of operation;

52.21.2 noise and sound attenuation;

52.21.3 servicing requirements;

52.21.4 waste management;

- 52.7.4 hold or permit any auction or public meeting in the Commercial Lot;
- 52.7.5 use a Commercial Lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot Proprietors or to the Owners or occupiers of adjoining properties;
- 52.7.6 use a Commercial Lot in an excessively noisy or noxious or offensive manner; and
- 52.7.7 use plant or machinery in the Commercial Lot so as to constitute a nuisance or disturbance to other lot Proprietors due to noise, vibration, odours or otherwise.
- 52.8 The Proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the Scheme.
- 52.9 The Proprietor shall not bring into store or use in the Commercial Lot any inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including the heating or lighting the Commercial Lot unless the use of such substances constitutes proper conduct of the Proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.
- 52.10 The Proprietor shall keep a Commercial Lot clean and:
- 52.10.1 have the floor and the interior of a Commercial Lot cleaned each business day;
- 52.10.2 have the surfaces of windows maintained in a clean condition;
- 52.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- 52.10.4 not allow the accumulation of useless property or rubbish in a Commercial Lot; and
- 52.10.5 provide a sanitary hygiene service to female toilets.
- 52.11 The Proprietor shall cause all rubbish accumulated in the Commercial Lot to be disposed in accordance with By-law 14 of this Schedule.
- 52.12 The Proprietor shall not permit its employees or contractors to purposely break bottles in any receptacle at any time.
- 52.13 The Proprietor shall:
- 52.13.1 not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were designed;
- 52.13.2 not place in any of those Facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations; and
- 52.13.3 repair any damage caused to any of those Facilities by breach of this By-law 52.13.
- 52.14 The Proprietor shall:
- 52.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lot; and
- 52.14.2 be liable:
- 52.14.2.1 for the costs of repairing any damage;
- 52.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order; and

- 50.2 The Strata Company shall carry out the maintenance of the grease traps at the cost of the Proprietor of the relevant Commercial Lot.
- 50.3 The Strata Company shall provide a prior written notice of any grease traps maintenance works to the Proprietor, occupier or lessee of the relevant Commercial Lot and the Proprietor, occupier or lessee of the relevant Commercial Lot must permit the Strata Company or its agents or contractors to enter onto the Commercial Lot to effect maintenance works.

51. OPERATING HOURS OF COMMERCIAL LOT

- 51.1 A Proprietor, occupier or lessee of a Commercial Lot must adhere to the following operating times:

- 51.1.1 Monday to Thursday from 7.00am to 10.00pm;
- 51.1.2 Friday and Saturday from 7.00am to 11.00pm;
- 51.1.3 Sunday from 10.00am to 10.00pm; and
- 51.1.4 any other times permitted by the City of Cockburn.

52. COMMERCIAL LOT BY-LAWS

- 52.1 This By-law 52 shall only apply to Commercial Lots and references to the Proprietor shall mean the Proprietor or occupier of a Commercial Lot.
- 52.2 If there is any conflict between this By-law 52 and any other By-law so far as it relates to a Commercial Lot then this By-law 52 shall prevail.
- 52.3 The Proprietor shall only conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a Commercial Lot.
- 52.4 The Proprietor must, at its expense, ensure that all approvals, consents and licences required by the Proprietor for the conduct of the business and use of the Commercial Lot are obtained and maintained at all times and that all their conditions are observed.
- 52.5 The Proprietor will provide copies of all approval consents and licences referred to in By-law 52.4 of this Schedule upon demand of the Council.
- 52.6 The Proprietor shall at its expense observe and comply with all laws and requirements relating to:
- 52.6.1 the use and occupation of a Commercial Lot for the use intended by the Proprietor as a Commercial Lot by reason of the number and the sex of the Proprietor's employees and other persons working in or entering the Commercial Lot;
- 52.6.2 the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
- 52.6.3 occupational health, safety and environmental matters;
- 52.6.4 the provision of fire fighting equipment including, if necessary, the provision of fire extinguishers and fire blankets.
- 52.7 The Proprietor shall not:
- 52.7.1 allow a Commercial Lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- 52.7.2 use or permit any part of a Commercial Lot to be used as sleeping quarters or for a residence;
- 52.7.3 keep any animals in a Commercial Lot;

48. HOUSE RULES

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

48.1.1 control of the vehicle access ways;

48.1.2 rubbish collection;

48.1.3 charges relating to the security system and security keys; and

48.1.4 any other rule that the Strata Company reasonably considers necessary,

48.1.5 provided such house rules shall be intended to promote the peaceful and orderly enjoyment of building and common property for the mutual benefit of all Proprietors, tenants and occupiers and must not conflict with the By-laws.

49. LIMITING ACTIVITIES ON LOTS

49.1 No noxious or offensive trade or activity shall be carried on upon any lot.

49.2 No wood fire whether for heating or other purposes is permitted within the lot or common property under any circumstances except in the case of a Commercial Lot for the purpose of baking or cooking and provided the oven is properly installed in accordance with manufacturers specifications.

49.3 No noxious plants or seeds or infected with insects or plant diseases shall be brought upon, grown or maintained upon a lot or common property.

49.4 A Proprietor or occupier shall not paint, render or otherwise treat the exterior surfaces of a building erected on a lot in any other colour or finish which differs from the existing colour or finish without first the written approval of the original Proprietor or the Council of the Strata Company if the original Proprietor is no longer a Proprietor of a lot.

49.5 A Proprietor of a Commercial Lot shall not alter its shopfront unless with the written approval of the original Proprietor or the Council of the Strata Company if the original Proprietor is no longer a Proprietor of a lot first being obtained. A Proprietor of a Commercial Lot shall not under any circumstances alter any part of the structure of the building.

49.6 A Proprietor or occupier of a lot shall not enclose its balcony which is part of its lot or cover or enclose any pergola or like structure by any means without first the written approval of the Strata Company and the local authority if required.

49.7 A Proprietor or occupier of a lot shall not erect any blinds or shutters to the external openings or surfaces of a building comprising a lot without first the written approval of the Strata Company and the local authority if required.

50. GREASE TRAPS

50.1 A Proprietor, occupier or lessee of a Commercial Lot which requires the use of a grease trap must:

50.1.1 submit an application and obtain approval for discharge of industrial waste to the Water Corporation prior to occupying the Commercial Lot;

50.1.2 adhere to the statutory requirements of the industrial waste permit conditions as provided by the Water Corporation; and

50.1.3 notify the Strata Company and provide a copy of the written approval from Water Corporation to the Strata Company.

47. NOISE BREACH NOTICE

- 47.1 Within seven (7) days of receiving the Noise Breach Notice, the Offender must provide a written response to the Strata Manager stating that:
- 47.1.1 the Offender admits the Noise Breach and the way in which the Offender will ensure that the Noise Breach will not re-occur;
 - 47.1.2 the Offender denies the Noise Breach and provides reasons for its disagreement with the content of the Noise Breach Notice; or
 - 47.1.3 the Offender denies the Noise Breach but the Offender will ensure that any noise generated, emitted or caused shall not amount to a Noise Breach.
- 47.2 If the Offender fails to respond to a Noise Breach Notice, it shall be liable to a penalty of \$500.00 for breach of the Noise Breach Notice.
- 47.3 Upon receipt of a response from the Offender, the Strata Manager shall provide a copy of that written response to the Aggrieved Proprietor.
- 47.4 If more than one Noise Complaint is received by the Strata Manager against the same Offender in a calendar year period, then the subsequent Noise Complaint will be dealt with as follows:
- 47.4.1 the Strata Manager shall issue a Noise Breach Notice to the Offender and inform the Offender that a suitably qualified acoustic consultant will be engaged to provide a report on the Noise Breach ("Acoustic Report");
 - 47.4.2 the Strata Manager shall engage a suitably qualified acoustic consultant to provide an Acoustic Report;
 - 47.4.3 the Strata Manager shall provide a copy of the Acoustic Report to the Offender the Aggrieved Proprietor;
 - 47.4.4 if the Acoustic Report determines that the Noise Breach is not in contravention of the standard prescribed in the Environmental Protection (Noise) Regulations 1997 (WA), then no further action will be taken against the Offender;
 - 47.4.5 if the Acoustic Report determines that the Noise Breach is in contravention of the standard prescribed in the Environmental Protection (Noise) Regulations 1997 (WA), then the Strata Manager shall provide a written notice to the Offender and such notice shall contain the following:
 - 47.4.5.1 a description of the Noise Breach;
 - 47.4.5.2 the findings of the Acoustic Report;
 - 47.4.5.3 the ways in which the Offender must remedy the Noise Breach;
 - 47.4.5.4 the Offender must comply with the notice within 48 hours failing which the Strata Company may take legal action against the Offender; and
 - 47.4.5.5 the Offender shall pay the cost of preparation of the Acoustic Report and all costs associated with the issue of a Noise Breach Notice.
- 47.5 This By-law 47 does not apply to the original Proprietor during the construction and development of the Staged Development.

- 43.3 All Proprietors of the Commercial Lots and their lessees and licensees must comply with all requirements of the Fire and Emergency Services Authority of Western Australia or any other statutory authority having responsibility for fire control in relation to the businesses they conduct from the Commercial Lot.

44. NOISE AND ACTIVITIES

- 44.1 All Proprietors acknowledge that:

44.1.1 The Scheme may include a restaurant or café which will be a licensed venue and used for the sale and or consumption of alcohol and may be used for other permitted uses. The use of a Commercial Lot as a restaurant or café will generate various noise or activities which may disturb the Residential Lots. Such noise or activities are expressly permitted provided that they are the result of the Proprietor of the restaurant or cafe or their tenant managing their business in a responsible and sound commercial manner and at all times complying with all relevant planning, liquor licensing and environmental controls;

- 44.1.2 The memorial or notification specified below (or words to that effect) is registered against the certificate of title to the lot:

"This lot and dwelling is in the vicinity of a vibrant town centre and associated land uses. Residential amenity therefore may be affected by noise and other impacts from late night or early morning operations."

45. NOISE MANAGEMENT

- 45.1 If a Proprietor (Aggrieved Proprietor) considers that the level of noise generated, emitted or

45.2 caused by a Proprietor or occupier of another lot (Offender) is excessive and such noise affects the enjoyment of the Aggrieved Proprietor, the Aggrieved Proprietor may submit a written complaint to the Strata Manager within forty-eight (48) hours of the alleged excessive noise emission occurring (Noise Breach) containing the following information:

- 45.2.1 the name, lot number and contact details of the Aggrieved Proprietor;
- 45.2.2 the lot number of the Offender;
- 45.2.3 the date of the Noise Breach;
- 45.2.4 the duration of the Noise Breach including the commencement and cessation of the Noise Breach;
- 45.2.5 a description of the Noise Breach; and
- 45.2.6 whether any steps were taken by the Aggrieved Proprietor and the outcome of the Aggrieved Proprietor's action,

46. NOISE COMPLAINT

- 46.1 Within two (2) business days of receiving the Noise Complaint, the Strata Manager shall issue a written notice to the Offender and such notice shall contain the following information:

- 46.1.1 the date of the Noise Breach;
- 46.1.2 the duration of the Noise Breach including the commencement and cessation of the Noise Breach;
- 46.1.3 a description of the Noise Breach; and
- 46.1.4 the effect or consequences of the Noise Breach.

- 41.2.2 parts of the building by means of a proximity card reader system or security key,
- for the purposes of securing the building and the common property from intruders and to preserve the safety of the building from fire or other hazards.
- 41.3 The Strata Company will provide to each Proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a Proprietor to operate the security access devices referred to in By-law 41.2 of this Schedule.
- 41.4 All Proprietors or occupiers are to remain responsible at all times for security keys supplied by the Strata Company and shall use their best endeavours to keep such security keys in a safe place when not in their possession so as to minimise any opportunity for theft or unauthorised entry to a building within a lot.
- 41.5 A Proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this By-law 41.
- 41.6 No Proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.
- 41.7 A Proprietor or occupier of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 41.8 A Proprietor, occupier, Proprietor's or occupiers' Invitee shall not:
- 41.8.1 interfere with any safety equipment;
- 41.8.2 obstruct any fire escape or fire stair well; or
- 41.8.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.
- 41.9 A Proprietor shall be responsible for any cost relating to the replacement of security keys and, any cost relating to the reprogramming of the security system.
- 42. SMOKING**
- 42.1 No Proprietor, occupier, Proprietor's or occupier's Invitee shall smoke in any portion of the building comprising common property.
- 43. FIRE CONTROL AND EVACUATION PLAN**
- 43.1 The Strata Company will develop a fire management plan:
- 43.1.1 as recommended by the fire safety engineering report prepared for the original Proprietor dated 10 December 2012 with respect to stage 1 of the development (a copy of which is annexed as Attachment 4); and
- 43.1.2 for stages 2, 3 and 4 of the development in accordance with the recommendations in the fire safety engineering reports prepared for the original Proprietor for each of the stages,
- 43.1.3 and as varied from time to time that comply with the requirements of the Fire and Emergency Services Authority of Western Australia or any other statutory authority having responsibility for fire control.
- 43.2 All Proprietors and occupiers of the Residential Lots must ensure that they and any persons lawfully using their lot are informed of the evacuation procedures and the fire management plan.

39.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the Scheme by any Proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those Proprietors having possession or control or the use or benefit of any such machines appliances or things.

40. RECOVERY OF COSTS BY STRATA COMPANY

40.1 If the Proprietor of a Lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 100(1) or section 100(2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

40.1.1 Strata Manager's costs, pursuant to the strata management contract or as otherwise determined by the Strata Company;

40.1.2 legal costs on an indemnity basis; and

40.1.3 debt recovery agency's costs are an administrative expense of the Strata Company and become a debt due and payable by the Proprietor to the Strata Company, and shall be recoverable by the Strata Company when recovering due levies.

40.2 It shall be competent for the Strata Company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.

40.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the Strata Company to its solicitors. The Strata Company shall within three (3) business days of receiving an invoice for legal fees forward by pre-paid post to the Proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the Proprietor shall forthwith make payment thereof to the Strata Company.

40.4 A certificate from the solicitors retained by the Strata Company, stating the amount of costs incurred in prosecuting an action to recover due levies from a Proprietor, shall be conclusive evidence of the amount due and payable by the Proprietor for which amount judgment may be entered against the Proprietor in any Court of competent jurisdiction.

40.5 Simple interest at the prescribed rate shall be payable by the Proprietor to the Strata Company on costs incurred by the Strata Company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-law 40.3 of this Schedule and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

40.6 In the event that the Strata Company does not receive payment of costs incurred when payment of due levies is received from a Proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the Strata Company shall be levied in accordance with section 100(1)(c)(ii) of the Act on the Proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this By-law 40.

41. SECURITY AND FIRE SAFETY

41.1 A Proprietor or occupier must not do or permit anything to be done which may prejudice the security or safety of the building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.

41.2 The Strata Company may restrict access to:

41.2.1 the car parking areas by means of a proximity card reader system; and

- 36.5.3 must ensure that, when in or on any part of the common property, the animal is at all times on a leash or held by the Proprietor or occupier;
- 36.5.4 is liable to the Proprietors and occupiers and each other person lawfully in the building or in or about the common property for:
- 36.5.4.1 any noise which is disturbing to an extent which is unreasonable;
- 36.5.4.2 for damage to or loss of property or injury to any person caused by the animal; and
- 36.5.4.3 is responsible for cleaning up after the animal has used any part of the common property.
- 36.6 This By-law 35:
- 36.6.1 applies to any person in a lot or on common property with the express or implied consent of the Proprietor or occupier of that lot; and
- 36.6.2 does not prevent the keeping of a dog used as a guide dog, hearing dog or medical dog in contravention of section 42(15) of the Act.
- 36.7 Without affecting the Strata Company's rights under the Act, the Strata Company may issue a notice cautioning the Proprietor or occupier of a Residential Lot in respect of a breach of any of the provisions of this By-law 36 including (without limitation) where a Proprietor's or occupier's animal causes or is causing:
- 36.7.1 any noise which is disturbing to an extent which is unreasonable; or
- 36.7.2 damage to or loss of property or injury to any person.
- 36.8 A further breach under this By-law 35 after a notice has been served on a Proprietor or occupier of a Residential Lot under its By-law will entitle the Strata Company to require the immediate removal of the animal from the building.
- 36.9 A Proprietor will be responsible for the health, hygiene, control and supervision of any animal in its care.
- 37. PROPRIETOR TO ADVISE OF DEFECTS**
- 37.1 A Proprietor shall give the Strata Company prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within its lot or the common property which comes to its knowledge.
- 37.2 All Proprietors of a lot authorise the Strata Company to enter upon the common property at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.
- 38. DAMAGE TO COMMON PROPERTY**
- 38.1 If any damage be caused to any part of the common property by any Proprietor, occupier or Proprietor's Invitees then the Proprietor shall be responsible for the cost to the Strata Company of making good such damage.
- 39. INSURANCE RATES**
- 39.1 The Proprietor or occupier must not do or cause anything to be done or kept on a lot or within the Scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Council nor shall anything be done or kept on a lot or within the Scheme which would result in the cancellation of insurance on any property insured by the Strata Company or which would be in violation of any law.

36. PETS

36.1 In this By-law 36:

"Excluded Dog" means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1976*;

"Small Dog" means any breed of dog which:

- (i) at its full grown size does not exceed 10 kilos; and
- (j) is not an Excluded Dog.

36.2 A Proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.

36.3 A Proprietor or occupier of a Residential Lot may keep, without the consent of the Strata Company:

- 36.3.1 fish, in an enclosed aquarium;
- 36.3.2 one (1) caged bird;
- 36.3.3 one (1) Small Dog;
- 36.3.4 one (1) cat.

36.4 A Proprietor or occupier of a Residential Lot must obtain the prior written consent of the Council of the Strata Company before that Proprietor or occupier keeps:

- 36.4.1 any other type of animal including a dog which is not a Small Dog;
- 36.4.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;

36.5 If a Proprietor or occupier of a Residential Lot keeps an animal then the Proprietor or occupier:

- 36.5.1 must ensure that the animal is at all times kept under control and within the confines of that Proprietor's or occupier's Residential Lot;
- 36.5.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the Proprietor's or occupier's Residential Lot;

- 33.1.2 use the lift in any way as to interfere with the use of the lift by another Proprietor or occupier;
- 33.1.3 hold the lift doors open or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of the lift or interfere with the use of the lift by another Proprietor or occupier;
- 33.1.4 press the alarm or stop buttons except in cases of emergency;
- 33.1.5 press any button other than the one representing the floor or level that the lift is required to stop at; or
- 33.1.6 use the lift for delivery or removal of goods without the lift covers or the consent of the Strata Company.

34. FITNESS EQUIPMENT

34.1 In this By-law 34:

"Approved Person" means an adult Proprietor while residing in a Residential Lot or the lawful occupier of a Residential Lot and includes an Invitee of that Proprietor or occupier while in the company of that Proprietor or occupier but does not include a Proprietor or occupier or an Invitee of that Proprietor or occupier of a Commercial Lot;

"Fitness Equipment" means any equipment provided in the area for the purpose of fitness and exercise.

34.2 An Approved Person shall not:

- 34.2.1 allow any child under the age of sixteen (16) years to use the Fitness Equipment when not supervised by an Approved Person;
- 34.2.2 exclude or attempt to exclude any other Approved Person from using the Fitness Equipment;
- 34.2.3 use or attempt to use the Fitness Equipment if affected by or suffering from cuts, sores, skin complaints, infectious or contagious disease which could adversely affect any other person at any time;
- 34.2.4 tamper with the Fitness Equipment;
- 34.2.5 damage, remove or improperly use the Fitness Equipment; and
- 34.2.6 use the Fitness Equipment unless in accordance with any instructions of the manufacturer.

34.3 Any person who is not an Approved Person may not use the Fitness Equipment.

34.4 An Approved Person shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any Fitness Equipment.

34.5 A Proprietor or occupier must not use or arrange for any person to use the Fitness Equipment for any business or profit-making purpose or for any sports coaching, professionally or otherwise.

35. MAILBOX

35.1 A Proprietor or an occupier shall keep clear on each and every day its mailbox and shall arrange for its mailbox to be cleared if the Proprietor or occupier is absent for any reason for any period of more than seven (7) days.

31.2 A Proprietor or occupier shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any part of the outdoor cinema.

31.3 A Proprietor or occupier must not use or arrange for any person to use the outdoor cinema for any business or profit-making purpose.

32. INDIVIDUAL AIR CONDITIONING SYSTEMS

32.1 A Proprietor (other than the original Proprietor) shall not affix any Air Conditioning System without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed Air Conditioning System is or is likely to be either:

32.1.1 so noisy as to cause a disturbance to adjoining Proprietors; or

32.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

32.2 This By-law 31 does not relate to any Air Conditioning System installed or intended to be installed by the original Proprietor.

32.3 If the Air Conditioning System or any part thereof becoming unsafe or deteriorating, the Proprietor shall within seven (7) days of service of a written notice from the Strata Company either:

32.3.1 remove the Air Conditioning System and reinstate and restore any common property to the same state and condition as existed at the time the Air Conditioning System was installed; or

32.3.2 replace the Air Conditioning System.

32.4 If a Proprietor:

32.4.1 fails to repair and maintain the Air Conditioning System as specified in the written notice by the Strata Company; or

32.4.2 fails to remove the Air Conditioning System after receiving written notice from the Strata Company pursuant to By-law 32.2.1 of this Schedule,

32.4.3 then the Strata Company may enter the Proprietor's lot and;

32.4.4 repair and maintain the Air Conditioning System at the cost of the Proprietor; or

32.4.5 remove the Air Conditioning System and reinstate and restore the common property at the cost of the Proprietor and withdraw the exclusive use rights granted to a Proprietor over that portion of the common property required for the Air Conditioning System granted pursuant to this By-law 32.

32.5 Subject to the prior written approval of the Council, a Proprietor of a Commercial Lot may install an Air Conditioning System at a location on the wall within the car parking area or within the common property.

33. USE OF LIFTS

33.1 A Proprietor or occupier shall not:

33.1.1 use the lift for any other purpose other than to gain access to its lot as directed by the Strata Company and not unless:

33.1.1.1 the use is in accordance with any operation instructions of the lift supplier; or

33.1.1.2 such use is permitted by the rules made by the Strata Company with respect to the use of the lifts;

- 30.2.3 exclude or attempt to exclude any other Approved Person from using the Pool;
 - 30.2.4 use or attempt to use the Pool at any time when the Strata Company, the Strata Manager considers it necessary to close or restrict access to the Pool in the interests of health, safety, chemical analysis, maintenance or repair purposes;
 - 30.2.5 use or attempt to use the Pool while affected by alcohol, drugs, or medication or while subject to any cuts, sores skin complaints, illness or affliction which could adversely affect the use of the Pool by any other person at the same or any later time;
 - 30.2.6 expectorate, urinate or defecate in the Pool;
 - 30.2.7 use any soap, shampoo or detergent in any form which may foul or pollute the Pool or adversely affect any pump, filter or other part of the Pool;
 - 30.2.8 bring into the Pool enclosure any food, including confectionery, drink (other than in unbreakable containers), glass items or tobacco products;
 - 30.2.9 use the Pool while not properly attired in a swimming costume sufficient to preserve public decency;
 - 30.2.10 interfere with any safety system, pump, filter or other plant or equipment or any light switch, power source, timing device or water treatment plant or equipment;
 - 30.2.11 cause any noise which is likely to disturb the peaceful enjoyment of the Proprietor or occupier of another lot;
 - 30.2.12 bring any bird, animal or reptile to the Pool; or
 - 30.2.13 use the Pool without first showering or bathing unless already clean.
- 30.3 Any person who is not an Approved Person may not use the Pool or Pool Facilities.
- 30.3.1 An Approved Person shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any part of the Pool Facilities.
 - 30.3.2 A Proprietor or occupier must not use or arrange for any person to use the Pool Facilities for any business or profit-making purpose or for any sports coaching, professionally or otherwise.

31. OUTDOOR CINEMA

- 31.1 A Proprietor or occupier must not:
- 31.1.1 use the outdoor cinema for any other purpose other than for its intended use;
 - 31.1.2 allow any child under the age of sixteen (16) years to use the outdoor cinema without adult supervision;
 - 31.1.3 invite more than 6 persons, including children, at any one time, to use the outdoor cinema without the prior written approval of the Council;
 - 31.1.4 interfere with any screen, equipment or any light switch, power source or timing device;
 - 31.1.5 cause any noise which is likely to disturb the peaceful enjoyment of the Proprietor or occupier; and
 - 31.1.6 view any materials in the outdoor cinema that may cause any offence to other Proprietor or occupier and must comply with the *Classification (Publications, Films and Games) Enforcement Act 1996 (WA)* with respect to exhibition of materials.

- 27.1.5 include in the occupancy agreement provisions requiring the occupier to comply with the By-laws and authorising the Proprietor to terminate the occupancy agreement if the occupier breaches a By-law; and
- 27.1.6 promptly notify the Council of the discharge of any mortgage and the termination or assignment of any lease that had been notified to the Council.

28. SAFETY AND SECURITY

28.1 All Proprietors and occupiers shall:

- 28.1.1 take all reasonable steps to maintain the safety and security of the common property and their lot;
- 28.1.2 notify the Council immediately they become aware of any threat to the Scheme;
- 28.1.3 comply with all reasonable directions of the Council concerning the safety and security of the Scheme; and
- 28.1.4 maintain the safe custody of all keys, cards and remote control handsets for use in relation to their lot and the common property. If any such keys, cards or remote control handsets are lost or damaged, they shall be repaired or replaced as the Council shall require at the cost of the Proprietor. If, in the opinion of the Council, the loss or damage affects the security of the Scheme, then that Proprietor shall pay all costs necessary to ensure security is preserved for all the lots and the common property.

29. CONTRACTOR INSTRUCTIONS

- 29.1 No Proprietor or occupier may directly instruct any contractors or tradespersons or other persons employed by the Strata Company unless authorised by the Council.
- 29.2 If a Proprietor, occupier or Proprietor's Invitees instructs a contractor or tradespersons or other persons employed by the Strata Company without authorisation the Proprietor shall be responsible for the payment to the Strata Company of any additional cost or expense to the Strata Company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or tradesperson pursuant to that instruction.

30. POOL AND POOL FACILITIES

30.1 In this By-law 30:

"Approved Person" means an adult Proprietor while residing in a Residential Lot or the lawful occupier of a Residential Lot and includes an Invitee of that Proprietor or occupier while in the company of that Proprietor or occupier but does not include a Proprietor or occupier or an Invitee of that Proprietor or occupier of a Commercial Lot;

"Pool" means the swimming pool comprised in the Scheme, including all associated surrounds, enclosures, pumps, filters and other accessories installed or used in connection with the use, safety, hygiene or management of the swimming pool; and

"Pool Facilities" means the Pool and any associated Facilities comprised in the Scheme.

30.2 An Approved Person shall not:

- 30.2.1 allow any child under the age of fourteen (14) years to use the Pool when not supervised by an Approved Person;
- 30.2.2 invite more than 6 persons, including children, at any one time, to use the Pool or Pool Facilities without the prior written approval of the Council;

23. WINDOW TREATMENTS - BLINDS OR CURTAINS

- 23.1 A Proprietor, occupier, lessee or tenant of a Residential Lot shall have a beige/cream backing to any curtains or blinds which may be used on the Residential Lot to maintain a consistent aesthetic appeal throughout the development.
- 23.2 A Proprietor, occupier, lessee or tenant of a lot must not use any temporary window treatments such as paper, plastic, cotton sheeting or foil to be affixed to the windows that are visible from the common property or public street.

24. SIGNS

- 24.1 No Sign or billboard of any kind shall be displayed within public view on any portion of a Residential Lot without the prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this By-law 24.1 shall prevent the original Proprietor from displaying "For Sale" signs within the Scheme so long as the original Proprietor is the Proprietor of a lot within the Scheme.
- 24.2 The Proprietor of a Commercial Lot must not install any signs without the prior written approval of the Council and the local authority.
- 24.3 Any signs or notices installed by the Proprietor of a Commercial Lot shall be maintained by the Proprietor of the Commercial Lot in good repair and condition at all times.
- 24.4 Any Sign permitted by the Council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.
- 24.5 The Council will only approve of signs which satisfy the requirements of the local authority.

25. ANTENNA

- 25.1 All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

26. TEMPORARY BUILDING

- 26.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the Scheme, except with the prior written approval of the Strata Company.
- 26.2 No garage, trailer, camper, motor home or recreational Vehicle shall be used as a temporary or permanent residence within the Scheme.

27. PAYMENTS AND NOTIFICATIONS

- 27.1 A Proprietor shall:
- 27.1.1 pay by the respective due dates all rates, taxes, charges, outgoings and assessments that are payable in respect of its lot;
 - 27.1.2 within twenty-eight (28) days after becoming a Proprietor, give the Council written notice of an address of the Proprietor within Western Australia for service of notices and other documents under the Act;
 - 27.1.3 notify the 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, if required by the Council;
 - 27.1.4 give each occupier a copy of the By-laws at the start of the occupation;

- 19.5.2 no tradespersons' or other Vehicle required in respect of the works is parked on common property other than in a car bay in respect of which the Proprietor has exclusive use rights, without the prior approval of the Strata Manager or otherwise a member of the Council;
- 19.5.3 no security system is prejudiced or interrupted during or as a result of the carrying out of the works;
- 19.5.4 all works comply with all applicable statutory and regulatory requirements;
- 19.5.5 no power, water, gas or other services or utilities serving the common property or any other lot are interrupted or otherwise interfered with without prior notice to and the approval of the Strata Manager or otherwise a member of the Council; and
- 19.5.6 all common property affected by the works is cleaned and restored to the same state and condition as it was prior to the works being commenced.
- 19.6 The Proprietor shall:
- 19.6.1 notify the Strata Company in writing of that completion immediately following completion; and
- 19.6.2 if any works of a structural nature have been carried out, within ten (10) days following completion deliver to the Strata Company, at the Proprietor's cost, a certificate of a structural engineer confirming that the works have been carried out in accordance with By-law 19.3 of this Schedule.
- 19.7 If, upon enquiry or as a result any inspection or report in respect of the lot by or on behalf of the Council under this By-law 19, the Council gives to the Proprietor notice in writing of any defect in the works or of any failure to comply with any of the conditions under which the carrying out of those works were approved, the Proprietor shall at the Proprietor's cost in all respects take immediate steps to rectify that default within such time and in such manner as the Council shall specify.
- 19.8 The Proprietor shall at all times remain responsible for the repair maintenance and replacement of any of the works but any replacement shall be subject to all of the other requirements of this By-law 19.
- 19.9 While the original Proprietor is the Proprietor of a lot the original Proprietor shall, in respect of any such lot, not be subject to the restrictions or obligations contained in this By-law 19.
- 20. APPEARANCE OF LOT**
- 20.1 A Proprietor or occupier of a lot shall not, without the written consent of the Strata Company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 21. WINDOW CLEANING**
- 21.1 The Proprietor, occupier, lessee or tenant of a lot is solely responsible for the cleaning of all windows belonging to the lot both internally and externally provided that the windows can be cleaned safely and without risk of injury to the Proprietor, occupier, lessee or tenant of a lot.
- 22. GAS CONNECTION**
- 22.1 A Proprietor, occupier, lessee or tenant of a lot other than a Commercial Lot is not permitted to have any gas fittings or connections installed in the lot for a kitchen appliance, bbq, heating or for any other purpose that a gas connection or fitting may be required.

- 19.3 If the proposed works involve any alterations or additions to any wall or any other works of a structural nature, the Proprietor shall:
- 19.3.1 include with the Notice, unless otherwise waived by the Council:
- 19.3.1.1 a report from a duly qualified architect specifying the location, nature, extent and purpose of the proposed works; and
- 19.3.1.2 in respect of a wall, a certificate from a duly qualified structural engineer that the wall is or forms part of or does not form part of a load-bearing component of the building in which it is situated, as the case may be, together with a certificate from that engineer addressed to the Strata Company specifying what steps, procedures, design or materials are necessary to retain the structural integrity of the building during the course of or as a result of the works; and
- 19.3.2 not commence or cause or permit to be carried out any such works without the prior approval in writing of the Strata Company.
- 19.4 If the requirements of By-laws 19.1, 19.2 and 19.3 of this Schedule have been satisfied and the Strata Company has given notice of approval, the Proprietor shall not commence or cause or permit to be commenced or carried out any of the proposed works:
- 19.4.1 without complying with the specifications referred to in By-law 19.3.1.2 of this Schedule, if that By-law applies;
- 19.4.2 without, not less than forty-eight (48) hours before such commencement, giving:
- 19.4.2.1 to the Strata Manager, if there is one, otherwise to the secretary, written notice of the proposed date of commencement; and
- 19.4.2.2 to the secretary and to the occupiers of all lots in the building in which the lot is situated, the name and contact details of the works supervisor and the dates and times when any of the works is to take place;
- 19.4.3 other than on a weekday (not being a public holiday) and then only between the hours of 7am and 5pm, unless otherwise approved by the Council;
- 19.4.4 without ensuring that the Proprietor or any other occupier of the lot, shall permit a duly authorised member of the Council with or without engineers, architects, insurance assessors or other consultants:
- 19.4.4.1 at any time or times while any such works are being carried out; and
- 19.4.4.2 following completion, on forty-eight (48) hours' notice,
- to enter the lot, inspect the works, take measurements and photographs of the works and carry out any tests on the works or materials involved in the works.
- 19.5 The Proprietor shall ensure that:
- 19.5.1 any garbage, waste materials or rubbish from the works is:
- 19.5.1.1 left only on such part of the parcel as the Strata Manager or otherwise a member of the Council shall specify from time to time; and
- 19.5.1.2 removed entirely from the parcel at least once per week;

17. ADDITIONAL DUTIES OF PROPRIETORS OR OCCUPIERS

17.1 A Proprietor or occupier shall not:

- 17.1.1 use the lot that it owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building; or
- 17.1.2 subject to section 46(h) of the Act and By-law 35 of this Schedule, keep any animals on the lot that it owns, occupies or resides in or the common property after notice in that behalf given to it by the Council.

18. NOTICE OF ALTERATION TO LOT

18.1 A Proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the By-laws and in any event shall not alter the structure of the lot without giving to the Strata Company, not later than fourteen (14) days before commencement of the alteration, a written notice describing the proposed alteration.

19. ALTERATIONS AND ADDITIONS TO A LOT

19.1 Subject to By-law 19.9 of this Schedule and without limiting the provisions or the effect of section 87 of the Act in relation to the erection of, alteration to or extension of a structure on a lot, a Proprietor shall not carry out or cause or permit to be carried out any works within that Proprietor's lot without:

- 19.1.1 giving to the Strata Company notice in writing setting out the details of the proposed and such other information as may be prescribed by the Strata Titles General Regulations 1996 as amended or as may be required under this By-law (Notice); and
- 19.1.2 at that Proprietor's cost, complying with the provisions of this By-law 19.1.

19.2 Subject to By-law 19.3 of this Schedule, the Proprietor shall include with the Notice:

- 19.2.1 written confirmation from the relevant local authority that the proposed works have been approved by or that the approval of the local authority is not required, as the case may be;
- 19.2.2 details of all authorisations and permits required by any other relevant authority in relation to the proposed works;
- 19.2.3 details of insurances applicable to the proposed works;
- 19.2.4 a timetable for the commencement and completion of the works; and
- 19.2.5 a written undertaking by the Proprietor that:
 - 19.2.5.1 the proposed works will not be commenced without the Proprietor complying with any requirements, including paying any additional premium or other payment, of the Strata Company's insurers in relation to the works;
 - 19.2.5.2 the proposed works shall only be carried out by appropriately licensed and duly qualified tradespersons using best quality materials and fittings and to high standards and at the risk and cost of the Proprietor in all respects; and
 - 19.2.5.3 the Proprietor will indemnify and keep indemnified the Strata Company, the Council and the Proprietors of all other lots from any costs, claims, damages, actions or proceedings arising in the course of or attributable to the works.

- 14.1.3 ensure that the health, hygiene and comfort of the Proprietor or occupier of any other lot is not adversely affected by its disposal of garbage.
- 14.2 A Proprietor or occupier shall ensure that before garbage is placed in the receptacle provided in the bin stores within the Scheme that it is securely wrapped or in the case of tins, bottles and other containers is completely drained.
- 14.3 A Proprietor or occupier of a Residential Lot acknowledges that each stage of the development shall have a bin store and a Proprietor or occupier of a Residential Lot shall only place garbage in the receptacles provided in the bin stores allocated for residential use within the relevant stage in which the lot was constructed. For example, a Proprietor or occupier of a Residential Lot in stage 1 shall only place garbage in the receptacles provided in the bin stores allocated for residential use located in stage 1.
- 14.4 A Proprietor or occupier of a Commercial Lot acknowledges that each stage of the development shall have a bin store and a Proprietor or occupier of a Commercial Lot shall only place garbage in the receptacles provided in the bin stores allocated for commercial use within the relevant stage in which the lot was constructed. For example, a Proprietor or occupier of a Commercial Lot in stage 3 shall only place garbage in the receptacles provided in the bin stores allocated for commercial use located in stage 3.
- 14.5 A Proprietor or occupier shall not dispose any large items that do not fit in the receptacle provided in the bin storage area or leave such items in the bin storage area. Such items shall be disposed in the area designated by the Strata Company.
- 14.6 The Strata Company or the Strata Manager may:
- 14.6.1 engage a caretaker or building manager to manage the bin stores and ensure that the City of Cockburn has access to the bin storage area; and
- 14.6.2 liaise with the City of Cockburn to arrange a suitable day and time for the collection of garbage and waste from the bin storage area.
- 14.7 The Strata Company, if required by the City of Cockburn, shall enter into an agreement indemnifying the City of Cockburn against any damage caused to any lot or common property during the normal course of collection of waste from any lot or common property.
- 14.8 Notwithstanding the intent of By-law 14.7 of this Schedule, a Proprietor or occupier shall comply with all local authority By-laws and ordinances relating to the removal of rubbish.

15. BLOCKAGE OF DRAINAGE PIPES

- 15.1 A Proprietor or occupier of a lot shall not use the toilets and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 15.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of By-law 15.1 of this Schedule shall be borne by the Proprietor whether the same is caused by its own actions or those of the occupier or the Proprietor's Invitees.

16. SHORT TERM ACCOMMODATION

- 16.1 A Proprietor, occupier, lessee or tenant of a lot shall not permit any lease in relation to a Residential Lot to be less than three (3) months duration. Any residential lease for a term of less than three (3) months duration constitutes a breach of this By-law 16.

7.1.10 object or cause any person to object to the Staged Development.

8. CHILDREN PLAYING UPON COMMON PROPERTY IN BUILDING

8.1 A Proprietor or occupier of a lot shall not permit any child of whom it has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

9. DRYING OF LAUNDRY ITEMS

9.1 A Proprietor or occupier of a lot shall not, except with the consent in writing of the Strata Company hang any washing, towel, bedding, clothing or other article on any part of the lot in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the Strata Company for the purpose.

10. STORAGE OF INFLAMMABLE LIQUIDS

10.1 A Proprietor or occupier of a lot shall not, except with the approval in writing of the Strata Company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor Vehicle or internal combustion engine.

11. MOVING FURNITURE ON OR THROUGH COMMON PROPERTY

11.1 A Proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless it has first given to the Council sufficient notice of its intention to do so to enable the Council to arrange for its nominee to be present at the time when it does so.

12. FLOOR COVERINGS

12.1 A Proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietor or occupier of another lot.

12.2 A Proprietor shall ensure that all hard floor surfaces such as timber floor boards or tiles have been laid over acoustic underlay to meet the current Building Codes of Australia requirements. If a Proprietor alters any laid floor surfaces the Proprietor must ensure that it is laid over acoustic surfaces.

13. FLOOR LOADING

13.1 A Proprietor occupier of a lot or a Proprietor's or occupier's Invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot.

14. GARBAGE DISPOSAL

14.1 A Proprietor or occupier of a lot:

14.1.1 shall maintain within its lot, or on such part of the common property as may be authorised by the Strata Company, in clean and dry condition and adequately covered, a receptacle for garbage;

14.1.2 comply with all local laws relating to the disposal of garbage;

4. CAR BAYS

4.1 A Proprietor or occupier of a lot shall not:

- 4.1.1 erect any form of structure within or on the boundary of any part of its lot intended for use as a car bay which may prevent access to contiguous car bays; and
- 4.1.2 grant any lease, licence or other occupancy right to any person who is not a lot Proprietor in respect of any portion of its lot used as a car bay or storage area.

5. OBSTRUCTION OF COMMON PROPERTY

5.1 A Proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

6. DAMAGE TO LAWNS ON COMMON PROPERTY

6.1 Except with the approval of the Strata Company, a Proprietor or occupier of a lot shall not:

- 6.1.1 damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- 6.1.2 use any portion of the common property for its own purposes as a garden.

7. BEHAVIOUR OF PROPRIETORS AND OCCUPIERS

7.1 A Proprietor or occupier shall not:

- 7.1.1 use its lot or any part of the common property for any purpose which may be a breach of the By-laws, the regulations or By-laws of the local authority or any other governmental regulation or law;
- 7.1.2 use its lot for any purpose that may be illegal or immoral or injure the reputation of the Scheme;
- 7.1.3 obstruct the lawful use of the common property (other than its exclusive use of the common property, if any) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than its exclusive use of the common property, if any) to any person lawfully using the same;
- 7.1.4 deposit or throw upon any lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 7.1.5 make undue noise in or about its lot or the common property that disturbs any other person or that contravenes the regulations, or By-laws of the local authority or any other governmental regulation or law;
- 7.1.6 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 7.1.7 be inadequately or inappropriately clothed when upon common property;
- 7.1.8 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 7.1.9 without the written consent of the Strata Company, maintain within its lot anything visible from outside its lot which is not in keeping with the essence and theme of the development or amenity or reputation of the Scheme; and

SCHEDULE 2 CONDUCT BY-LAWS

1. POWER OF PROPRIETOR TO DECORATE

- 1.1 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. Wand so long as such action does not unreasonably damage the common property.

2. ESSENCE AND THEME OF DEVELOPMENT AND USE OF LOTS

- 2.1 The essence and theme of the development is a mixed use commercial and residential development.
- 2.2 The Commercial Lots may consist of restaurants, cafes, coffee shops, delicatessens, clothing stores or any other businesses permitted by the City of Cockburn.
- 2.3 Each Proprietor, occupier or other resident of a lot accepts that the Commercial Lots are permitted to play recorded music (subject to the Proprietor or occupier of the Commercial Lot obtaining the necessary approvals and licences) in accordance with the theme of the Commercial Lots but only to attract and maintain customers for the purpose of ongoing business.
- 2.4 The Proprietors, occupiers or other residents will not object to and have no right to prevent the playing of recorded music from any Commercial Lot unless the sound emitted is in breach of local By-laws prescribed by the City of Cockburn.
- 2.5 Each Proprietor must ensure that any alteration to its lot is consistent with the essence and theme of the development.
- 2.6 No Proprietor, occupier or other resident shall use its lot for any purpose or conduct any activity on its lot which is contrary to the essence and theme of the development.

3. VEHICLES

- 3.1 A Proprietor or occupier of a lot shall not park or stand any motor or other Vehicle upon common property except with the written approval of the Strata Company.
- 3.2 A Proprietor, occupier or a Proprietor's Invitee shall not:
- 3.2.1 drive or control any Vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
 - 3.2.2 conduct repairs on or restoration to any Vehicle, on any portion of the common property;
 - 3.2.3 use a designated parking bay for any purpose other than parking one motor Vehicle;
 - 3.2.4 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial Vehicle; or
 - 3.2.5 park or leave any Vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

- 20.7.2 obtain from any person holding a registered interest or other interest (other than a statutory interest) affecting the proprietor's lot, written consent as required by section 20(4) of the Act.
- 20.8 If any re-subdivision of the original proprietor's lot complies with all planning requirements of the local authority, each proprietor must:
- 20.8.1 cause the strata company to consent to the proposed Plan of Re-subdivision and the proposed allocation of unit entitlements as required by section 8A(a)(ii)(l) of the Act;
- 20.8.2 certify its consent to the proposed Plan of Re-subdivision as required by section 8A(i) of the Act;
- 20.8.3 certify its consent to the proposed allocation of unit entitlements as required by section 8A(j) of the Act;
- 20.8.4 obtain from any person holding a registered interest in or a caveat affecting the proprietor's lot, a certificate as required by section 8A(i) of the Act; and
- 20.8.5 obtain from any person holding a registered interest in or a caveat affecting the proprietor's lot, a certificate as required by section 8A(j) of the Act.
- 20.9 For the purposes of section 7A(3)(a) of the Act, the plot ratio restrictions and open space requirements for the original proprietor's lot are those provided for by the local authority.
- 20.10 Each proprietor hereby irrevocably appoints the original proprietor severally its proxy to vote on its behalf at any meeting of the strata company (to the exclusion of the proprietor if present at the meeting) called to deal with any aspect of the development of the original proprietor's lot.
- 20.11 The proprietors direct the strata company to affix the common seal of the strata company or Australand as attorney for the strata company to execute all necessary documents including but not limited to the application and plan of re-subdivision for the purpose of carrying out and completing the Staged Development.
- 20.12 Each proprietor shall ratify and confirm all acts, deeds and things done by the original proprietor as proxy constituted under By-law 20.9 of this Schedule.
- 20.13 Each proprietor and occupier acknowledges that during the Staged Development, the proprietor or occupier of a lot or lots may be affected by:
- 20.13.1 the emission of noise and vibration, dust and other impacts arising from the construction and development of the Staged Development including but not limited to the use of heavy vehicles and heavy machinery such as a tower crane, concrete delivery trucks, bobcats, hoardings, scaffolding;
- 20.13.2 temporary interruption to services and utility to the lot or common property; and
- 20.13.3 temporary closure to the amenities in the scheme or restricted access to part or parts of the common property for health and safety reasons,
- 20.13.4 and each proprietor and occupier must not make any objection to or interfere with the construction and completion of the Staged Development.

20. STAGED DEVELOPMENT

- 20.1 The proprietors acknowledge that the original proprietor intends to develop the land the subject of the strata plan in stages (Staged Development) in accordance with the strata plan, Stage 2 Strata Plan of Re-subdivision, Stage 3 Strata Plan of Re-subdivision and Stage 4 Strata Plan of Re-subdivision (copies of which are annexed as Annexure B, Annexure C and Annexure D respectively) (Plan of Re-subdivision).
- 20.2 If the original proprietor proceeds with the Staged Development, the strata company shall by resolution without dissent, in accordance with sections 7, 7A, 7B, 18, 19 and 20 of the Act and by unanimous resolution in accordance with section sections 8 and 8A of the Act (as the case may be), approve and grant permission to the development of the original proprietor's lot including:
- 20.2.1 the demolition, reconstruction or replacement (by buildings of the same or any different nature or kind) of any building comprised in the original proprietor's lot at the date of registration of the strata plan, Stage 2 Strata Plan of Re-Subdivision, Stage 3 Strata Plan of Re-Subdivision or Stage 4 Strata Plan of Re-Subdivision (as the case may be) and the construction of any other buildings or the addition of structures, improvements or services of any kind to the original proprietor's lot at the cost in all respects of the original proprietor in accordance with any plans and specifications submitted to the strata company by the original proprietor, including, but not limited to:
- 20.2.1.1 any changes, alterations or additions to any access to or from the original proprietor's lot or any other lot whether on a shared basis, by way of easement, cross-easement, By-law or otherwise;
- 20.2.1.2 without limiting the generality of the preceding sub-paragraph, the grant of any easement over common property for pedestrian or vehicular access to or from the original proprietor's lot;
- 20.2.1.3 any subdivision or re-subdivision to create new lots and common property within the original proprietor's lot;
- 20.2.1.4 any amendment to the schedule of unit entitlements as may be certified by a licensed valuer as being appropriate after any such demolition, construction or reconstruction, sub-division or re-subdivision; and
- 20.2.2 the use for residential or commercial purposes in respect of any present or future building or other improvement on the original proprietor's lot which is approved by the local authority.
- 20.3 No proprietor of a lot or any person holding an interest in a lot shall object to, or cause the strata company to object to, the development of the original proprietor's lot.
- 20.4 Each proprietor consents to and must procure the consent of any person who has a registered interest in any lot on the scheme to:
- 20.4.1 the subdivision or re-subdivision of the original proprietor's lot or lots; and
- 20.4.2 the original proprietor's application and registration of the Plan of Re-subdivision and the allocation of unit entitlement set out in the application.
- 20.5 No proprietor of a lot or any person holding an interest in a lot shall object to, or cause the strata
- 20.6 company to object to the development of the original proprietor's lot.
- 20.7 Each proprietor must cause the strata company to consent to the grant of any easement over common property for the purposes mentioned in By-law 20.21.2 of this Schedule and must:
- 20.7.1 certify its consent to such grant under section 20(4) of the Act; and

- (c) the costs and expenses of any tradesmen, security guards or other personnel engaged by the Strata Company;
- (d) the costs and expenses of any contractors, consultants or experts engaged by the Strata Company; and
- (e) the costs and expenses of any solicitor engaged by the Strata Company on a solicitor and own client full indemnity basis, including barrister's fees where applicable;

"Debt Recovery Action" means any action in a court of competent jurisdiction by the Strata Company;

"Default" or **"Related Expenses"** includes:

- (a) Litigation Expenses; and
- (b) Work Expenses;

"Defaulting Proprietor" means:

- (a) the Proprietor to whom notice alleging breach of the Act or of the By-laws of the Strata Company or demand made pursuant to the Act or such By-laws has been given;
- (b) the Proprietor who owes the debt the subject of the Debt Recovery Action;
- (c) the Proprietor or occupier of the lot of which:
 - (i) has been given notice alleging breach of the Act or of the By-laws of the Strata Company or against whom demand has been made pursuant to the Act or such By-laws; or
 - (ii) owes the debt the subject of the Debt Recovery Action;

"Litigation" includes:

- (a) any notice given alleging breach of the Act or of the By-laws of the Strata Company or demand made pursuant to the Act or such By-laws;
- (b) any Debt Recovery Action;
- (c) any application by the Strata Company to the State Administrative Tribunal to enforce any provision of the Act or the By-laws of the Strata Company and any appeal from any such application;

"Litigation Expenses" means the costs of the Litigation; and

"Work Expenses" means the costs of carrying out work under sections 94(1), 94(2) or 94(3) of the Act.

19. POWER OF ATTORNEY

- 19.1 The strata company appoints Australand Holdings Limited ACN 008 443 696 ("Australand") as its attorney from the formation of the strata company until the completion of the development on the land the subject of the strata plan.
- 19.2 As attorney of the strata company, Australand shall have the power to sign and lodge any application or document relevant to the carrying out and completion of the development of the land comprised in the strata plan including but not limited to a plan of re-subdivision.

- 17.11.3 keep any part of the Blind and the Equipment that is visible from any part of the Scheme free from dirt, corrosion and unsightly marks or objects;
- 17.11.4 allow the Strata Company by its members, agents, employees and contractors to enter upon his Lot and/or the Blind Fitting Area to inspect and carry out works on common property, after giving reasonable notice;
- 17.11.5 at the Proprietor's own cost, keep in good and serviceable repair, properly maintain, and where necessary, renew and replace the Blind and the Equipment and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
- 17.11.6 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 to common property caused by the installation, repair, maintenance, renewal, replacement or removal of the Blind and the Equipment;
- 17.11.7 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 Blind or the Equipment; and
- 17.11.8 obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demand, suits or causes of action referred to in By-law 17.5.7, and upon demand by the Council, produce evidence that such insurance has been obtained and is current.
- 17.11.9 If a Proprietor fails to comply with By-laws 17.5.5 or 17.5.6, after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recoverable from that Proprietor as if such costs were a contribution levied pursuant to Section 100(1) of the Act.
- 17.12 If the Proprietor shall make default in the observance of any of the provisions set forth in this By-law then the Strata Company may serve written notice on the Proprietor specifying the default and requiring that the default be made good and if such default shall continue for a period of thirty (30) days next following the date of service of such notice the Strata Company, with or without workmen, servants, agents or otherwise, may enter into and upon the Lot to make good such default.
- 17.13 The rights more particularly mentioned in By-law 17.2 shall be granted for a term commencing on the date of registration of this Notification of Change of By-law and shall continue in full force and effect until the earlier of:
- 17.13.1 the destruction (as determined in accordance with the provisions of the Act) of the building;
- 17.13.2 the termination of the strata plan; or
- 17.13.3 if the Proprietor shall at any time fail or neglect to perform or observe any of the conditions contained in this By-law after notice has been given in accordance with By-law 17.7, then in such case at any time the Strata Company or the Council may determine this By-law by notice in writing to the Proprietor.

18. LEVIES ON DIFFERENTIAL BASIS FOR DEFAULT AND RELATED EXPENSES

18.1 In this By-law 18:

“Costs” means all costs of and incidental to the relevant work or matter, including:

- (a) an allowance based on the agreed amount or charge-out rate of any Strata Manager engaged by the Strata Company for time spent by the Strata Manager and not incorporated in the base fee charged by the Strata Manager in managing the development;
- (b) the costs and expenses of any debt collection agent engaged by the Strata Company;

17.6 If a Proprietor fails to comply with sub-by-law 17.5.7, 17.5.9 or 17.5.10, 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 100(1) of the Act.

17.7 In this By-law:

"Balcony" means that portion of a Lot intended for use as a balcony and described as such on the Strata Plan;

"Blind" means:

- (a) A crank retractable awning or blind;
- (b) With a track box which is fitted to the underside of the Balcony ceiling and to the inner side of the balustrade;
- (c) In a fabric mesh, no more than 95% block-out and in a colour to match the colour of the Balcony walls;
- (d) Which has no joints;
- (e) Which is of full length so that it falls to just above the floor line;
- (f) Wherever practicable the blind must not be attached to the Balcony floor or slab; and
- (g) Should only be affixed to the wall or balustrade of the Balcony;

"Blind Fitting Area" means that portion of the common property cubic space of the external surface of the wall adjacent to the Balcony required to affix the Blind and the Equipment in which the Blind will be installed and maintained;

"Equipment" means:

- (a) all fixtures and supports necessary for the Blind's safe installation including but not limited to mounting fixtures;
- (b) the wires, cables and timber box affixing the Blind within the Blind Fitting Area;

"Lot" means a Lot of the Scheme with a Balcony.

17.8 The Proprietor shall have in relation to the Lot, the exclusive use and enjoyment over the Blind Fitting Area for the purpose of installing and maintaining the Blind and the Equipment.

17.9 The Proprietor must provide evidence of approval by the Local Authority to install the Blind as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.

17.10 The permission of the Council referred to in By-law 17.3:

17.10.1 must be in writing;

17.10.2 may be subject to such conditions as the Council may reasonably determine, including but not limited to conditions as to the installation process, style, type, colour, capacity, position and method of fixing of such items;

17.11 The Proprietor must:

17.11.1 install the Blind permitted by the Council at his own cost;

17.11.2 not alter, modify, erect, remove or add to the Blind or the Equipment without the written approval of the Council;

- 17.3 Subject to sub-bylaw 17.4, the permission of the Council referred to in sub-bylaw 17.1:
- 17.3.1 must be in writing;
 - 17.3.2 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
 - 17.3.3 may be withdrawn, as the Council may from time to time reasonably determine.
- 17.4 The Council:
- 17.4.1 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
 - 17.4.2 is not obliged to permit the installation of any item or improvement.
- 17.5 Each Proprietor granted rights by Schedule 1 By-Laws 15 and 16 must:
- 17.5.1 install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
 - 17.5.2 not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
 - 17.5.3 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;
 - 17.5.4 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;
 - 17.5.5 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;
 - 17.5.6 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;
 - 17.5.7 not assign sub-lease or in any other way grant any such rights to any other person;
 - 17.5.8 remove the Permitted Item after having received notice from the Council of being required to do so;
 - 17.5.9 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;
 - 17.5.10 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
 - 17.5.11 obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action, upon demand by the Council, produce evidence that such insurance has been obtained and is current

- 16.5.2 is not obliged to permit the installation of any item or improvement.
- 16.6 Each proprietor granted rights shall:
- 16.6.1 install any permitted item, permitted by the council after the registration of the strata plan, at his own cost;
- 16.6.2 not alter, modify, erect, demolish, remove or add to the permitted item without the written approval of the council;
- 16.6.3 keep any part of the permitted item that is visible from any part of the parcel free from dirt, corrosion and unsightly marks or objects;
- 16.6.4 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 parcel;
- 16.6.5 allow the strata company by its councillors, agents, employees and contractors to enter upon his lot to inspect and carry out works on common property, after giving reasonable notice;
- 16.6.6 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;
- 16.6.7 not assign sub-lease or in any other way grant any such rights to any other person;
- 16.6.8 remove the permitted item after having received notice from the council of being required to do so;
- 16.6.9 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;
- 16.6.10 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;
- 16.6.11 obtain and ensure that all occupiers of the lot obtain comprehensive to adequately cover all actions, claims, demands, suits or causes of action referred to in sub bylaw (5)(1) and upon demand by the council, produce evidence that such insurance has been obtained and is current.
- 16.7 If a proprietor fails to comply with sub-bylaws 16.7.6, 16.7.8 or 16.7.9, 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 100(1) of the Act.

17. EXCLUSIVE USE OF COMMON PROPERTY: CONDITIONS OF GRANT OF RIGHTS

- 17.1 In this By-Law 17:
- “Permitted Item” means, each of the items the subject of rights granted by Schedule 1 By-Law 15 and 16 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.
- 17.2 A Proprietor who applies to the Council for the permission referred to in sub-bylaws 15 and 16 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.

- 14.4.5 shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.

15. EXCLUSIVE USE OF COMMON PROPERTY: AIR-CONDITIONING

- 15.1 Subject to compliance with By-Law 17, each Proprietor of a Lot shall have, in relation to its Residential 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 Residential Lot.
- 15.2 Each Proprietor referred to in By-Law 15 must:
- 15.2.1 maintain the common property occupied by the Air-Conditioning System in accordance with section 91(1)(c) of the Act;
- 15.2.2 maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and
- 15.2.3 not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

16. EXCLUSIVE USE OF COMMON PROPERTY: SUNDRY ITEMS

- 16.1 In this By-law 16:
- "Fixtures and Fittings"** means all sundry and incidental items, including but not limited to, air conditioners, intercom and building management systems, flyscreens, screens, door locks, lights, letterboxes, balcony blinds, 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 a service to a specific lot and are solely for the benefit of that lot.
- 16.2 Each proprietor shall have in relation to his lot:
- 16.2.1 the special privilege of installing and keeping the Fixtures and Fittings on common property; and
- 16.2.2 the exclusive use of the common property consisting of the fixtures and fittings and the cubic space occupied by them.
- 16.3 A proprietor who applies to the council for the permission to install, erect, fix or attach an item as a Fixture and Fitting shall 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.
- 16.4 Subject to By-law 16.4, the permission of the council referred to in By-law 16.3 shall:
- 16.4.1 be in writing;
- 16.4.2 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
- 16.4.3 may be withdrawn, as the council may from time to time reasonably determine.
- 16.5 The council:
- 16.5.1 shall not permit the installation of any item visible from another lot that is not in keeping with the rest of the improvements on the parcel; and

- 12.4.4 If the Proprietor does not comply with the above the Strata Company may remedy the default at the cost of the Proprietor and invoice the Proprietor for the costs of remedying the default;
 - 12.4.5 If the Proprietor receives an invoice for costs of remedying a default the Proprietor must make payment of the invoice within seven (7) days of receipt;
 - 12.4.6 If the Proprietor does not make payment on the invoice the Strata Company may at its option revoke the rights conferred under this By-law;
 - 12.4.7 If a Proprietor is served with a Notice of Default of its obligations under this By-law on more than 3 times during any 90 day period the Strata Company may at its option revoke the rights conferred under this By-law.
- 12.5 The rights conferred under this By-law are granted solely for the purpose of extracting exhaust fumes from the operations of Lot 94 (Attachment 2) & Lots 134, Lot 135 and Lot 136 (Attachment 1) as food outlets. No other use or privilege in relation to the Exhaust System is granted.

13. EXHAUST FUND LEVY

- 13.1 The Strata Company will keep in good repair and if necessary replace the Exhaust System and every part of it and will maintain the Exhaust System in a state of cleanliness at the cost of the Commercial Proprietors with that cost to be shared equally between the Commercial Proprietors.
- 13.2 The Strata Company shall establish an Exhaust Fund for purposes of meeting the Exhaust System Costs.
- 13.3 Only the Commercial Proprietors shall be levied in respect of the Exhaust Fund and only the Commercial Proprietors shall pay the Exhaust System Costs. The Strata Company shall levy contributions to the Exhaust Fund equally between the Commercial Proprietors.

14. EXCLUSIVE USE OF COMMON PROPERTY: LOTS 134 AND 135

- 14.1 The Proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.2 The Proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.3 When using their respective Exclusive Use Areas identified in Attachment 3, the Proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;
- 14.4 The Proprietors of Lots 134 and 135 shall each:
 - 14.4.1 pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
 - 14.4.2 at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
 - 14.4.3 carry out and perform the duties of the Strata Company imposed by section 91(1)(c) of the Act as may be amended from time to time in respect to their respective Exclusive Use Areas;
 - 14.4.4 take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and

- 12.3 The rights conferred under this By-law are granted subject to the following conditions:
- 12.3.1 The Commercial Proprietors' ductwork connections to the Exhaust System must comply with all specifications and requirements determined by an engineer appointed by the Strata Company.
 - 12.3.2 The individual ductwork connections of Lot 94 (Annex B) & Lots 134, Lot 135 and Lot 136 (Annex A) to the Exhaust System will be installed by and at the cost of the connecting Commercial Proprietor.
 - 12.3.3 Except for the individual connection to the Exhaust System, the Commercial Proprietors must not alter, remove any part of, demolish, add to, modify or undertake any additional building works to or on the Exhaust System without the consent in writing of the Strata Company.
 - 12.3.4 The Commercial Proprietors must not use the Exhaust System to extract fumes exceeding 2000 litres per second per connection or such other maximum rate as specified by the Strata Company in writing to the Commercial Proprietors from time to time.
 - 12.3.5 The Commercial Proprietors must comply with any and all other specifications, regulations and requirements as to the extraction of fumes and use of the Exhaust System as specified by the Strata Company in writing from time to time.
 - 12.3.6 The Commercial Proprietors must take all reasonable steps to procure and ensure that all occupiers of and visitors to their lots comply with the provisions of this By-law.
 - 12.3.7 The Commercial Proprietors will comply with all conditions of any approvals obtained from Local Government and Statutory bodies in relation to the use of their lots as food outlets.
 - 12.3.8 The Commercial Proprietors will comply with any subsequent requests, orders or instructions of any kind received from the Local Government or Statutory bodies.
 - 12.3.9 The Commercial Proprietors shall effect insurance which includes insurance of the Exhaust System in respect of damage or destruction by fire, explosion, storm, tempest, and by any other cause, and in respect of personal injury and loss, in an amount that is not less than that determined each year by the Council of the Strata Company, or the amount which is required under the Act or the Strata Titles General Regulations, or an amount of \$20Million whichever is higher, and shall also each year provide the Council of the Strata Company with evidence that the insurance cover referred to in this By-law is in place.
 - 12.3.10 The Commercial Proprietors shall use and enjoy the Exhaust System entirely at their own risk and shall indemnify the Strata Company against any or all claims for damage to property or death or injury to persons arising from the Proprietor's rights, use and enjoyment of the Exhaust System.
 - 12.3.11 The Strata Company, its agents and servants may, at all times, enter upon the Exhaust System area for the purpose of inspecting, maintaining, and repairing the same and for ensuring that these By-laws are observed.
- 12.4 If any Proprietor does not comply with any of the conditions of By-law 12.3 the Proprietor will be in default and:
- 12.4.1 The Strata Company may issue a Notice of Default requiring the Proprietor to remedy the default at no cost to the Strata Company;
 - 12.4.2 Notice must be in writing and contain details of the default and the remedy that the Strata Company requires;
 - 12.4.3 If the Strata Company issues a Notice to the Proprietor, the Proprietor must, within fourteen (14) days, remedy the default in accordance with the Notice and to the satisfaction of the Strata Company;

- 10.1.5 if the Proprietor nominates electronic access, by notification using the nominated electronic means that the Notice of Meeting is available and how the nominated access means may be used to access the Notice of Meeting.

11. FIRE PREVENTATIVE EQUIPMENT

- 11.1 The Proprietor of each lot shall at the Proprietor's expense ensure smoke detectors to the Lot are maintained and in good working order including ensuring back-up batteries are regularly replaced and remain charged at all times.
- 11.2 The Proprietor shall be liable to reimburse the Strata Company for all costs incurred by the Strata Company resulting from the activation of any fire alarm as a result of any act or omission of any person occupying or within the Proprietor's lot or from any smoke or fire within the Lot including but not limited to the costs of emergency service attendances.
- 11.3 The Strata Company shall issue to the Proprietor a written notice specifying the amount of the charges for which reimbursement is required and the period of time to which those charges relate and the Proprietor shall by way of reimbursement pay the amount of the charges specified in that notice to the Strata Company within thirty (30) days of the date of service of the notice on the Proprietor.
- 11.4 The liability of the Proprietor to reimburse the Strata Company for charges exists when determined to be directly caused/related to the Owner or the tenant.

12. EXHAUST SYSTEM – LOTS 134, 135 AND 136 AND LOT 94

- 12.1 In By-laws 12 and 13:

"Exhaust System" means the common property Exhaust system the base of which is situated at the rear of part Lot 136 of the ground floor as is designated by the area marked "EX-134, EX-135 and EX-136" in the plan that is attached as Attachment 1 and which includes all cubic space above that shaded area between the ground level and the roof above and any roof fixtures covering the riser, and, the common property Exhaust system the base of which is situated on the rear south west corner of part Lot 94, of the ground floor as is designated by the area marked "EX USE 94" in the plan that is attached as Attachment 2 and which includes all cubic space above that shaded area between the ground level and the roof above and any roof fixtures covering the riser;

"Exhaust System Costs" means the costs, expenses and outgoing incurred in relation to:

- (a) Obtaining engineering and construction advice and other specialist or advisory services associated with the Exhaust System;
- (b) Installing plant and equipment associated with the Exhaust System;
- (c) Maintaining plant and equipment associated with the Exhaust System;
- (d) Cleaning all or any part of the Exhaust System;
- (e) Replacing all or any part of the Exhaust System; and
- (f) Repairing all or any part of the Exhaust System and all other expenses relating wholly or predominantly to the Exhaust System.

"Commercial Proprietors" means the Proprietors of Lot 94, Lot 134, Lot 135 and Lot 136.

- 12.2 The Strata Company grants to each of the Commercial Proprietors who sign a written consent in a form reasonably required by the Strata Company the right to install a connection of that lot's ductwork to the riser and use the Exhaust System to the exclusion of all other Proprietors.

- 7.3 A member of a Council may appoint an Owner of a Lot, or an individual authorised under the section 136 of the Act by a corporation which is an Owner of a Lot, to act in the member's place as a member of the Council at any meeting of the Council.
- 7.4 An Owner of a Lot or individual may be appointed under By-law 7.3 whether or not that person is a member of the Council.
- 7.5 If a person appointed under By-law 7.3 is a member of the Council the person may, at any meeting of the Council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

8. POWERS AND DUTIES OF SECRETARY OF THE STRATA COMPANY

- 8.1 The powers and duties of the secretary of a Strata Company include:
- 8.1.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting; and
 - 8.1.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act; and
 - 8.1.3 the supply of information on behalf of the Strata Company in accordance with Sections 108 and 109 of the Act; and
 - 8.1.4 the answering of communications addressed to the Strata Company and
 - 8.1.5 the calling of nominations of candidates for election as members of the Council; and
 - 8.1.6 subject to Sections 127, 128, 129, 200(2)(f) and 200(2)(g) of the Act, the convening of meetings of the Strata Company and of the Council.

9. POWERS AND DUTIES OF TREASURER OF THE STRATA COMPANY

- 9.1 The powers and duties of the treasurer of a Strata Company include:
- 9.1.1 the notifying of Owners of Lots of any contributions levied under the Act; and
 - 9.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company; and
 - 9.1.3 the preparation of any certificate applied for under section 110 of the Act; and
 - 9.1.4 the keeping of the records of account referred to in section 110 of the Act and the preparation of the statement of accounts referred to in section 101 of the Act.

10. SERVICE OF DOCUMENTS

- 10.1 Any notice or other document required or authorised by the Act or these By-laws to be served by the Strata Company on a Proprietor may be served:
- 10.1.1 personally; or
 - 10.1.2 by sending it by post to an address as specified in the roll kept by the Strata Company in compliance with Section 35A of the Act; or
 - 10.1.3 by sending it to the fax number or electronic address nominated by a Proprietor, or
 - 10.1.4 by sending it by other electronic means nominated by the Proprietor, or

5. CHAIRPERSON, SECRETARY AND TREASURER

- 5.1 The number of a Council must, at the first meeting of the Council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the Council.
- 5.2 A person:
- 5.2.1 must not be appointed to an office referred to in By-law 5.1 unless the person is a member of the Council; and
 - 5.2.2 may be appointed to one or more of those offices.
- 5.3 A person appointed to an office referred to in By-law 5.1 holds office until the first of the following events happens:
- 5.3.1 the person ceases to be a member of the Council under By-law 3.7;
 - 5.3.2 receipt by the Strata Company of a written notice of the person's resignation from that office;
 - 5.3.3 another person is appointed by the Council to hold that office.
- 5.4 The remaining members of the Council must appoint a member of the Council to fill a vacancy in an office referred to in By-law 5.1, other than a vacancy arising under By-laws 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's term in office.
- 5.5 The chairperson is to preside at all meetings of the Council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the Council present at that meeting can appoint one of their number to preside at that meeting during the absence of the chairperson.

6. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

- 6.1 Subject to By-law 6.2, the chairperson, secretary and treasurer of the Council are also respectively the chairperson, secretary and treasurer of the Strata Company.
- 6.2 A Strata Company may at a general meeting authorise a person who is not an Owner of a Lot to act as the chairperson of the Strata Company for the purposes of that meeting.
- 6.3 A person appointed under By-law 6.2 may act until the end of the meeting for which the person was appointed to act.

7. MEETINGS OF COUNCIL

- 7.1 At meetings of the Council, all matters must be determined by a simple majority vote.
- 7.2 The Council may:
- 7.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the Council must meet when any member of the Council gives to the other members not less than seven (7) days' notice of a meeting proposed by the member, specifying in the notice the reasons for calling the meeting; or
 - 7.2.2 employ or engage, on behalf of the Strata Company, any person as it thinks is necessary to provide any goods, amenity or service to the Strata Company; or
 - 7.2.3 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

- 4.1.2 The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the Council.
- 4.1.3 A nomination is ineffective unless supported by the consent of the nominee to the nomination given:
- 4.1.3.1 in writing, and furnished to the chairperson at the meeting; or
 - 4.1.3.2 orally by a nominee who is present at the meeting in person or by proxy.
- 4.1.4 When no further nominations are forthcoming, the chairperson:
- 4.1.4.1 if the number of candidates equals the number of members of the Council determined in accordance with the requirements of By-law 3.3, must declare those candidates to be elected as members of the Council;
 - 4.1.4.2 if the number of candidates exceeds the number of members of the Council as so determined, must direct that a ballot be held.
- 4.1.5 If a ballot is to be held, the chairperson must:
- 4.1.5.1 announce the names of the candidates; and
 - 4.1.5.2 cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each Lot in respect of which the person is entitled to vote for use as a ballot form.
- 4.1.6 A person who is entitled to vote must complete a valid ballot form by:
- 4.1.6.1 writing on the form the names of candidates, equal in number to the number of members of the Council so that no name is repeated; and
 - 4.1.6.2 indicating on the form the number of each Lot in respect of which the person's vote is cast and whether the person so votes as Owner or first mortgagee of each such Lot or as proxy of the Owner or first mortgagee; and
 - 4.1.6.3 signing the ballot form; and
 - 4.1.6.4 returning it to the chairperson.
- 4.1.7 The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- 4.1.8 Subject to By-law 4.1.9, candidates, being equal in number to the number of members of the Council determined in accordance with By-law 3.3, who receive the highest numbers (in terms of Lots or unit entitlements as required under section 122 of the Act) of votes are to be declared elected to the Council.
- 4.1.9 If the number (in terms of Lots or unit entitlements as required under section 122 of the Act) of votes recorded in favour of any candidate is the lowest of the number of votes referred to in By-law 4.1.8 and:
- 4.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and
 - 4.1.9.2 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,
- as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

- 3.4 If there are more than three (3) Lots in the Scheme, the members of the Council must be elected at each annual general meeting of the Strata Company or, if the number of Lots in the Scheme increases to more than three (3), at an extraordinary general meeting convened for that purpose.
- 3.5 If there are co-Owners of a Lot, one only of the co-Owners is eligible to be, or to be elected to be, a member of the Council and the co-Owner who is so eligible must be nominated by the co-Owners, but, if the co-Owners fail to agree on a nominee, the co-Owner who owns the largest share of the Lot is the nominee or, if there is no co-Owner who owns the largest share of the Lot, the co-Owner whose name appears first in the certificate of title for the Lot is the nominee.
- 3.6 Except if the Council consists of all the Owners of Lots in the Scheme, the Strata Company may by special resolution remove any member of the Council before the expiration of the member's term of office.
- 3.7 A member of the Council vacates office as a member of the Council:
- 3.7.1 if the member dies or ceases to be an Owner or co-Owner of a Lot; or
 - 3.7.2 on receipt by the Strata Company of a written notice of the member's resignation from the office of member; or
 - 3.7.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the Council takes place and at which the member is not elected or re-elected; or
 - 3.7.4 in a case where the member is a member of the Council by reason of there being not more than three (3) Owners of Lots in the Scheme, on an election of members of the Council (as a result of there being an increase in the number of Owners to more than three) at which the member is not elected; or
 - 3.7.5 if the member is removed from office under By-law 3.6; or
 - 3.7.6 if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- 3.8 The remaining members of the Council may appoint a person eligible for election to the Council to fill a vacancy in the office of a member of the Council, other than a vacancy arising under By-laws 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's terms of office.
- 3.9 Except if one person is the Owner of all the Lots in the Scheme, a quorum of the Council is two (2) if the Council consists of three (3) or four (4) members; three (3) if it consists of five (5) or six (6) members; and four (4) if it consists of seven (7) members.
- 3.10 The continuing members of the Council may act even if there is a vacancy in the Council, but so long as the number of members is reduced below the number fixed by these By-laws as the quorum of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council or convening a general meeting of the Strata Company, but for no other purpose.
- 3.11 All acts done in good faith by the Council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, are as valid as if that member had been duly appointed or had duly continued in office.

4. ELECTION OF COUNCIL

- 4.1 The procedure for nomination and election of members of a Council must be in accordance with the following rules:
- 4.1.1 The meeting must determine, in accordance with the requirements of By-law 3.3 the number of persons of whom the Council is to consist.

SCHEDULE 1 GOVERNANCE BY-LAWS

1. DUTIES OF OWNERS

1.1 The Owner of a Lot must:

- 1.1.1 immediately carry out all work that may be ordered under a written law in respect of the Lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Lot;
- 1.1.2 maintain and repair the Lot and keep it in a state of good condition, reasonable wear and tear, and damage by fire, sort, tempest or act of God excepted;
- 1.1.3 notify in writing the Strata Company immediately on becoming the Owner of the Lot, including in the notice the Owner's address for service for the purposes of the *Strata Titles Act 1985* ("the Act"); and
- 1.1.4 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with the Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.

2. POWER OF STRATA COMPANY REGARDING SUBMETERS

- 2.1 If the supply of gas or electricity to a Lot is regulated by means of a submeter, the Strata Company may require the Owner or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200.00 and, if any amount so paid is applied by the Strata Company under this By-law to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this By-law, the Strata Company may require.
- 2.2 The Strata Company must lodge every sum received under this By-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this By-law, be held on trust for the Owner or occupier who made the payment.
- 2.3 If the Owner or occupier of a Lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that Lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Owner or occupier under this By-law, including any interest that may have been accrued in respect of that amount.
- 2.4 If a person who has paid an amount under this By-law to a Strata Company satisfied the Strata Company that the person is no longer the Owner or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of gas or electricity to that Lot during the period when that person was an Owner or occupier of the Lot, the Strata Company must refund to that person the amount then held on the person's behalf under this By-law.

3. CONSTITUTION OF COUNCIL

- 3.1 The powers and duties of the Strata Company must, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Company and a meeting of the Council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the Council.
- 3.2 Until the first annual general meeting of the Strata Company, the Owners of all the Lots constitute the Council.
- 3.3 If there are not more than three (3) Lots in the Scheme, the Council consists of all of the Owners of the Lots and, if there are more than three (3) Lots in the Scheme, the Council consists of not less than three (3) nor more than seven (7) of the Owners of the Lots, as is determined by the Strata Company.

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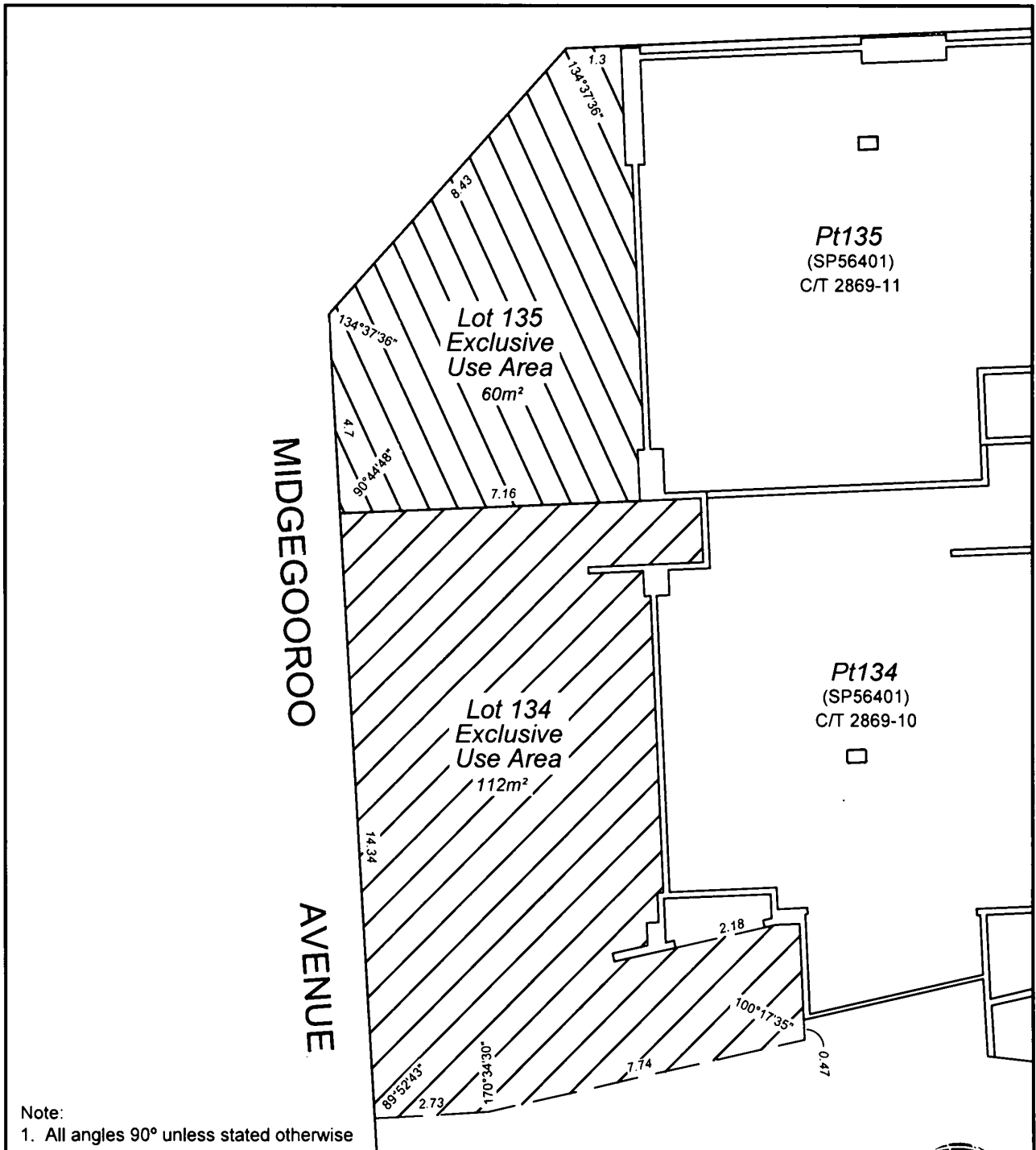
ATTACHMENT "B" TO SCHEME BY-LAWS – FIRST CONSOLIDATION

CONSOLIDATED SCHEME BY-LAWS

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Note:
1. All angles 90° unless stated otherwise

Licensed Surveyor

Niel Wells

N. Wells

Date: 12.03.2020

118135-EU02-3.0.dwg

Scale @A4 1:125



12B Pepler Ave. Salter Point WA 6152
Ph: 9450 7188
email: admin@jbasurveys.com.au
web: www.jbasurveys.com.au

CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH - GROUND FLOOR	DATUM	N
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 ON SP56401 C/T's 2869-10 & 2869-11 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164		VERT: N/A HORIZ: PCG94	
			SCALE: 1:125	
			DWG NO: 118135-EU02	VER: 3.0
			SHEET NO: 1 OF 1	A4
	SURVEYOR: NRW	DATE OF SURVEY: 12.03.2020	DRAWN BY: SF	APPROVED BY: NRW



ATTACHMENT 3

EXCLUSIVE USE LOTS 134 AND 135



ATTACHMENT "A" TO SCHEME BY-LAWS – FIRST CONSOLIDATION

SCHEDULE 1 GOVERNANCE BY-LAWS

14. EXCLUSIVE USE OF COMMON PROPERTY: LOTS 134 AND 135

- 14.1 The Proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.2 The Proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.3 When using their respective Exclusive Use Areas identified in Attachment 3, the Proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;
- 14.4 The Proprietors of Lots 134 and 135 shall each:
- 14.4.1 pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
 - 14.4.2 at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
 - 14.4.3 carry out and perform the duties of the Strata Company imposed by section 91(1)(c) of the Act as may be amended from time to time in respect to their respective Exclusive Use Areas;
 - 14.4.4 take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and
 - 14.4.5 shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.



Part 4 – By-laws of Significance

The strata company acknowledges that the following Governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws³: **Schedule 1 Governance
By-Law 20**

**By-law under planning
(scheme by-laws) condition⁴:** _____

Exclusive use by-laws⁵: **Schedule 1 Governance
By-Laws 14 to 17 inclusive.**

³ Refer *Strata Titles Act 1985* section 42.

⁴ Refer *Strata Titles Act 1985* section 22.

⁵ Refer *Strata Titles Act 1985* section 43.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





Part 3 – Consolidated By-laws of Scheme Number: SP56401

Governance By-Laws

SCHEDULE 1 BY-LAWS 1 TO 20 INCLUSIVE ANNEXED HERETO AS ATTACHMENT “B”

Conduct By-Laws

SCHEDULE 2 BY-LAWS 1 TO 57 INCLUSIVE ANNEXED HERETO AS ATTACHMENT “B”

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Part 6 – Execution

Date of Execution: 17/10/2020

1. Common Seal

The common seal of the Owners of⁷

Kingston Apartments Strata Plan 56401

is fixed to this document in accordance with section 118 of the *Strata Titles Act 1985* in the presence of:



Member of Council:

Member of Council:

D De Cesare
Signature
DAWN DE CESARE
Full Name
LOT 189 STRATA COMMITTEE
Delegation⁸
189
Lot Number

[Signature]
Signature
WARRINGTON HECOTT
Full Name
TREASURER
Delegation⁸
LOT 23
Lot Number

OR

⁷ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

⁸ Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Part 5 – Attachments

- Consent Statement – Designated Interest⁶ Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)**
- Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition**

⁶ Refer to section 3(1) of the Act for the meaning of designated interest.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



SB

Scheme By-laws – First Consolidation

Strata Titles Act 1985
Part 4 Division 4

Scheme Number: **SP56401**

The Owners of **Kingston Apartments Survey Strata Plan 56401** (strata company):

Part 1 – First Consolidation

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(2), applies to the Registrar of Titles to register an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws.

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

Part 2 – Application to Amend

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on **24/06/2020** and closed on **22/07/2020** (and which must be registered within 3 months from closing date) the **additions/** **amendments/** **repeal**² to the Governance by-laws were made as detailed here.

REFER SCHEDULE 1 GOVERNANCE BY-LAW 14 ANNEXED HERETO AS ATTACHMENT “A”

and / **or**²

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months from closing date) the **additions/** **amendments/** **repeal**² to the Conduct by-laws were made as detailed here.

¹ To be completed as “[scheme name + scheme type + scheme number]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

² Select one.