

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



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

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

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

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

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

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

<p>FINANCE CLAUSE IS APPLICABLE</p> <p>LENDER/ <input type="text"/></p> <p>MORTGAGE BROKER (NB: If blank, can be any) <input type="text"/></p> <p>LATEST TIME: 4pm on: <input type="text"/></p> <p>AMOUNT OF LOAN: <input type="text"/></p> <p>SIGNATURE OF BUYER <input type="text"/></p> <p><input type="text"/></p>	<p>FINANCE CLAUSE IS NOT APPLICABLE</p> <p>Signature of the Buyer if Finance Clause IS NOT applicable</p> <p><input type="text"/></p> <p><input type="text"/></p>
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NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Ann Maree Mckellar		
Address	50 Holmesdale Road		
Suburb	Midland	State	WA
		Postcode	6056
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. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature	Signature
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RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

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

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

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

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

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

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **Ann Maree Mckellar**

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

42/5 Wallsend Road, Midland WA 6056

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

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

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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2770

663

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 42 ON STRATA PLAN 59977

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ANN MAREE MCKELLAR OF 50 HOLMESDALE ROAD, WOODBRIDGE

(T L889314) REGISTERED 22/3/2012

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. J600013 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 25/1/2006.
3. J600014 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 25/1/2006.
4. O081281 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 31/1/2019.

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: SP59977
PREVIOUS TITLE: 2615-196
PROPERTY STREET ADDRESS: UNIT 42 5 WALLSEND RD, MIDLAND.
LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN



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.

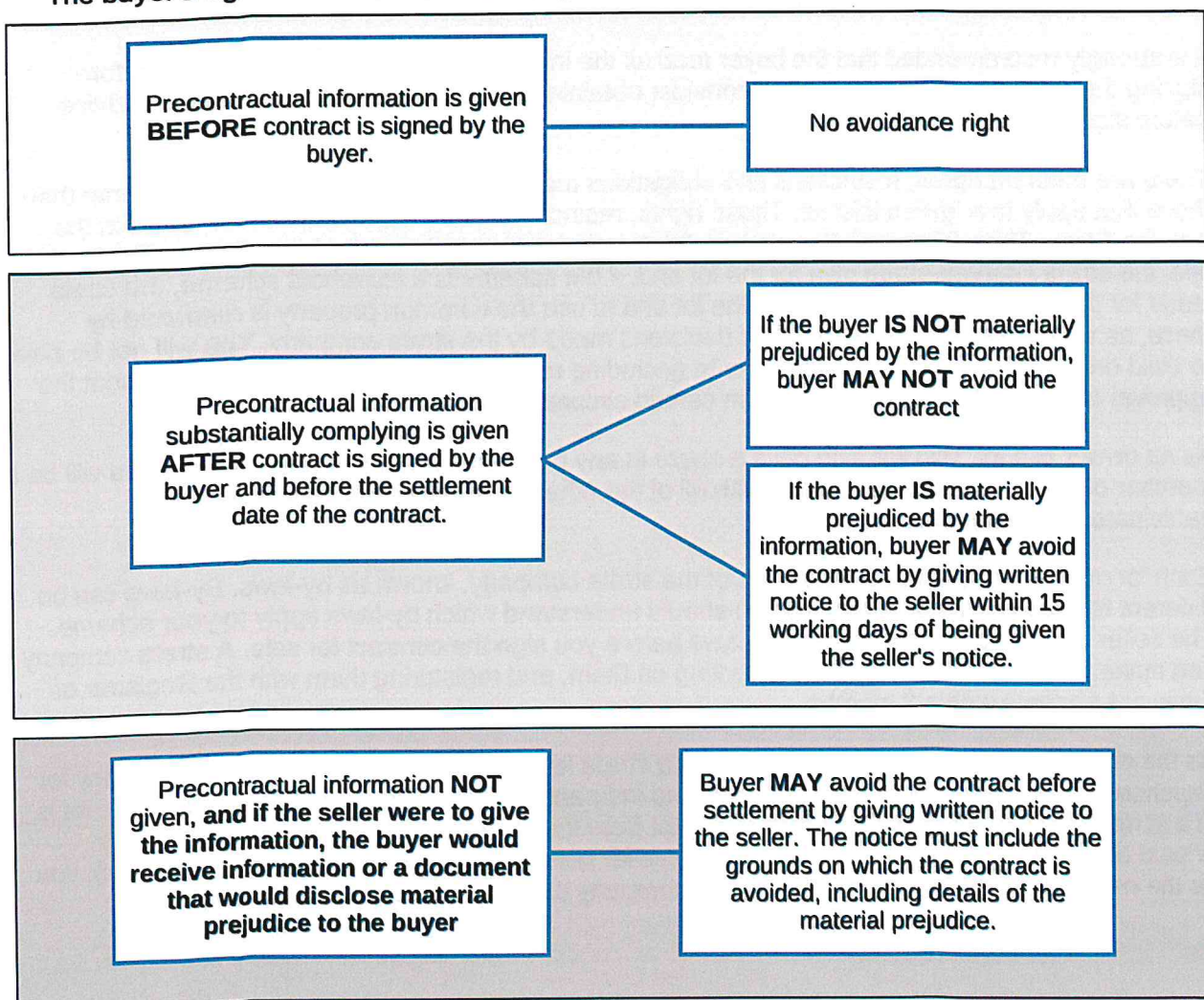
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

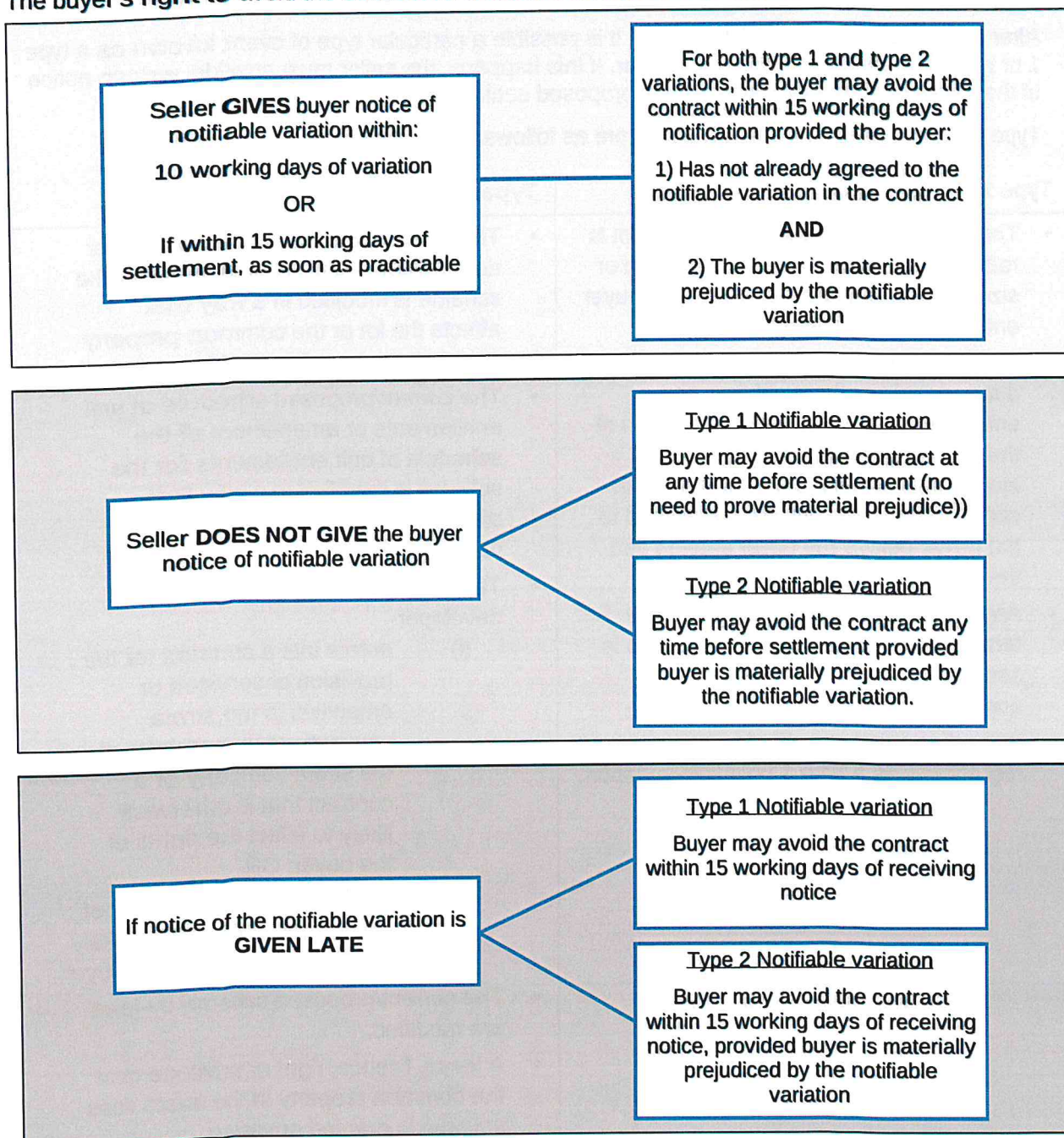
Type 1 and Type 2 notifiable variations are as follows:

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 Ann Maree Mckellar

Address 50 Holmesdale Road, Woodbridge WA

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name

Foundry Apartments

Name of the strata company

Foundry Apartments

Address for service of the strata company (taken from scheme notice)

5 Wallsend Road, Midland WA 6056

Name of Strata Manager

All Strata Management Services

Address of Strata Manager

121 Walcott St, Mount Lawley WA 6050

Telephone/Mobile

(08) 9227 8966

Email

admin@allstrata.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.~~

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)

42/5 Wallsend Road, Midland

Lot 42 on scheme plan no. 59977

(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: \$3,801.28

Reserve fund: \$173.93

Other levy
(attach details) _____

Att 6

☐ Actual ☒ Estimated total contribution for the lot \$ 3975.21

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

Due dates \$993.80 on 1/7/25 \$993.80 on 1/1/26

\$993.80 on 1/10/25 _____ on _____

Strata levy/contributions/other debts owing

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

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

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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

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

☐ no ☐ yes

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

☒ I / ☐ 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

Ann Maree Mckellar

Date

30/5/2025

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.

STRATA PLAN

59977

SHEET 2 OF 4 SHEETS

GROUND FLOOR PLAN

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 PART LOTS WHICH ARE COURTYARDS (CY) ARE THE INNER SURFACES OF THE COURTYARD WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS AND EXTEND BETWEEN THE UPPER SURFACE OF ITS FLOOR SLAB AND THE UNDER SURFACE OF THE CEILING OR PROJECTION OF THE CEILING WHERE NOT COVERED

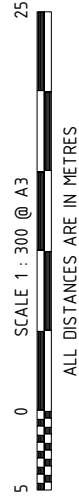
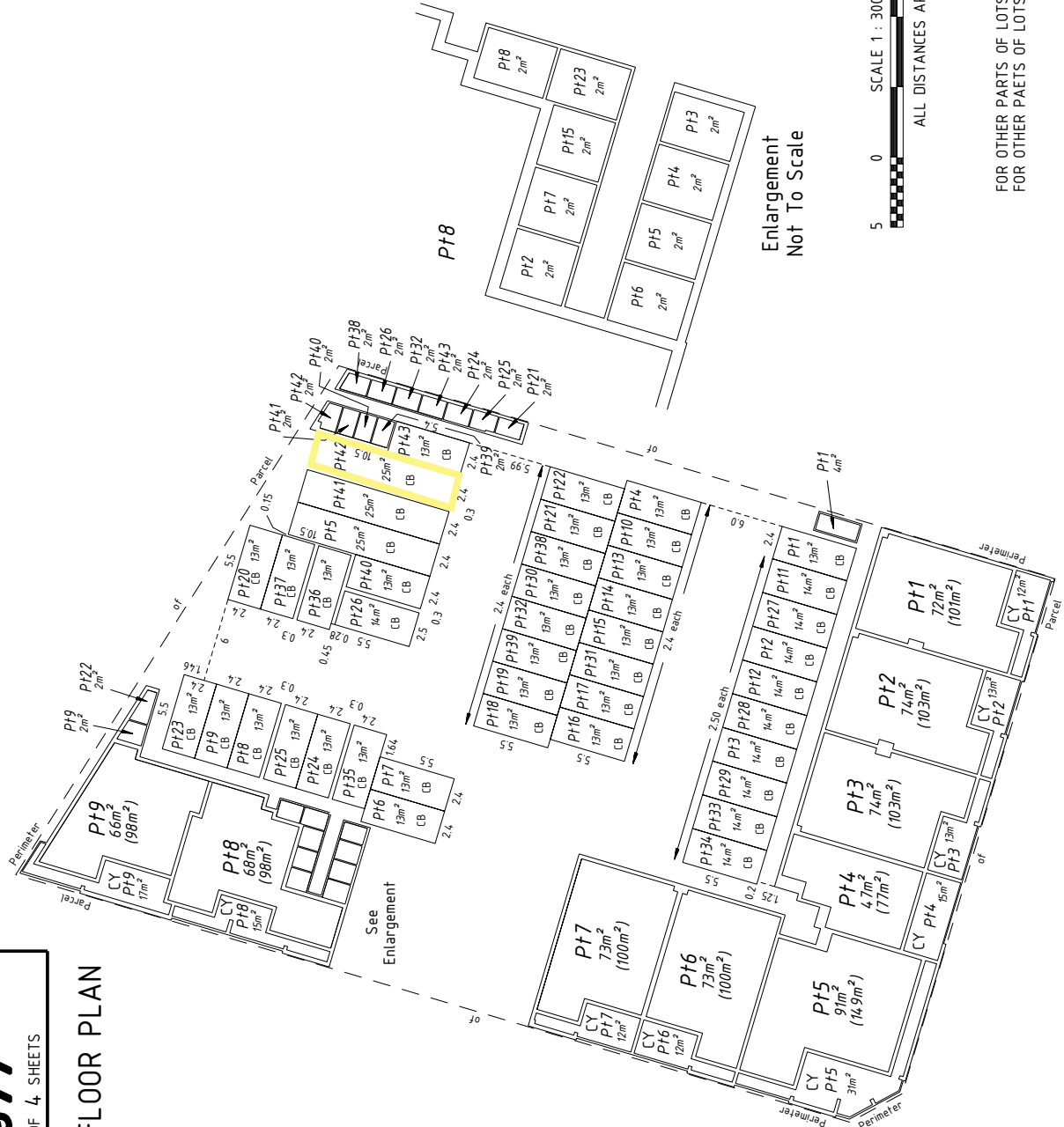
THE STRUTUM OF THE PART LOTS WHICH ARE CAR BAYS (CB) EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR TO THE UNDER SIDE OF THEIR CEILINGS OR TO A HEIGHT OF 2.5 METRES.

THE STRUTUM OF THE COURTYARD EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN

ALL MEASUREMENTS ARE TO THE EXTERNAL SURFACES OF THE BUILDING UNLESS SHOWN OTHERWISE

CY - DENOTES COURT YARD
CB - DENOTES CAR BAY

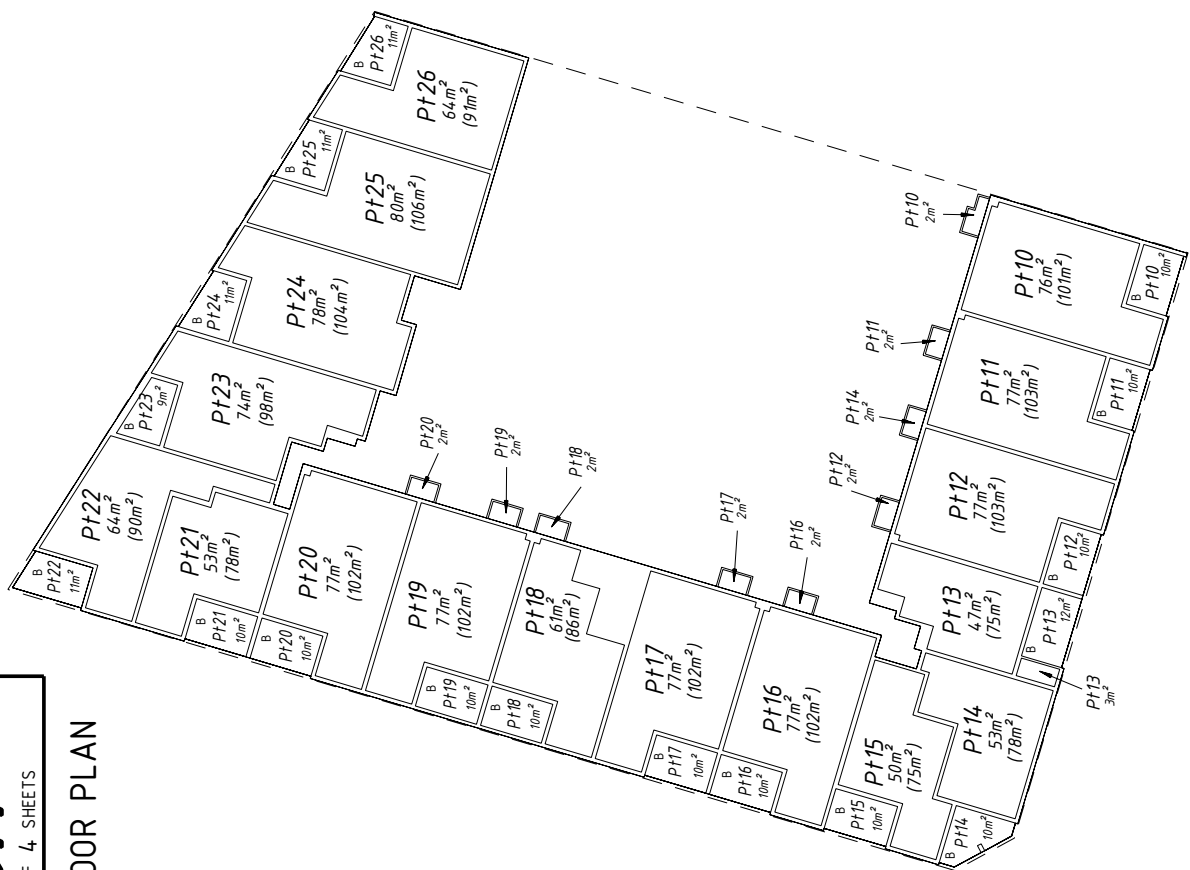


FOR OTHER PARTS OF LOTS 10 - 26 SEE SHEET 3
FOR OTHER PARTS OF LOTS 27 - 43 SEE SHEET 4

59977

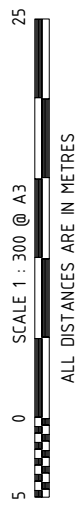
SHEET 3 OF 4 SHEETS

FIRST FLOOR PLAN



THE STRATUM OF THE BALCONY PART LOTS EXTENDS BETWEEN 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

FOR OTHER PARTS OF LOTS 10 - 26 SEE SHEET 2



STRATA PLAN

59977

SHEET 4 OF 4 SHEETS

SECOND FLOOR PLAN

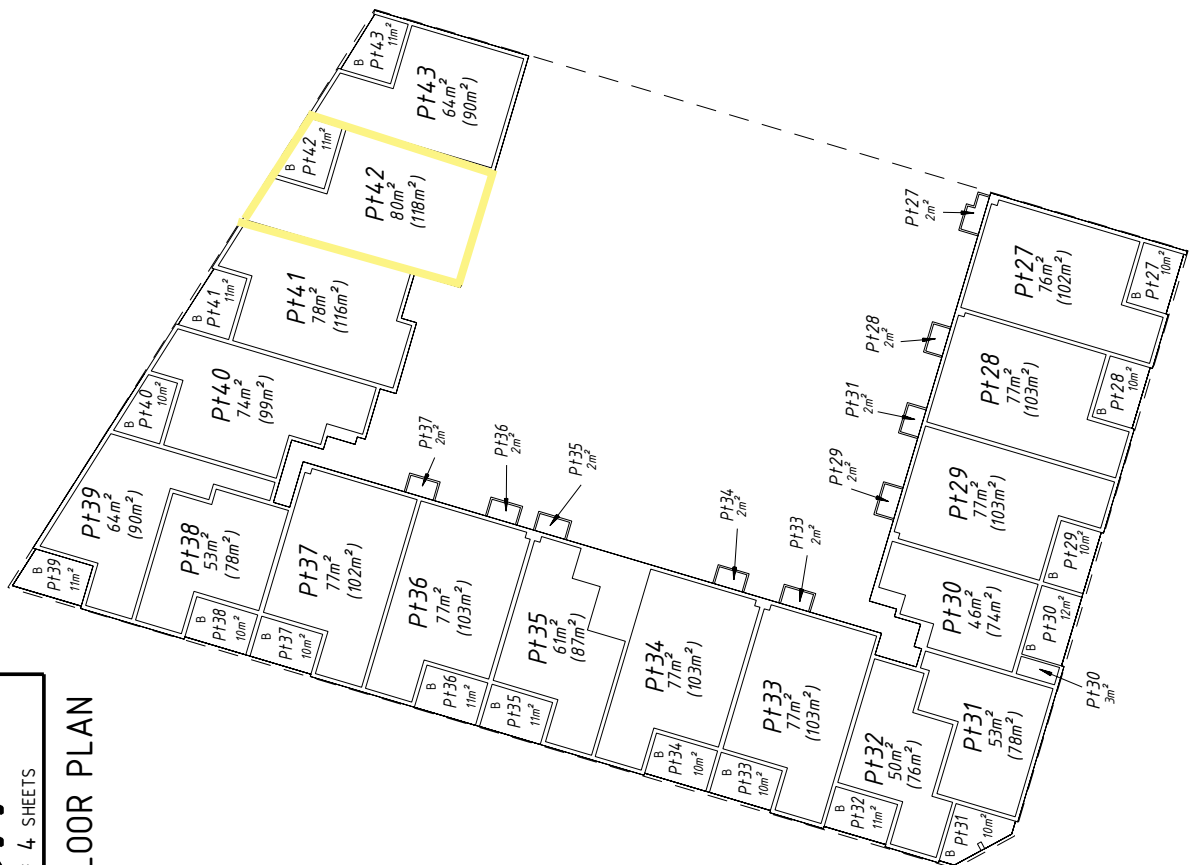
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE INNER SURFACES OF THE BALCONY WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS

THE STRATUM OF THE BALCONY PART LOTS EXTENDS BETWEEN 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

Attachment 1 (Part 2 of 2)

FOR OTHER PARTS OF LOTS 27 - 43 SEE SHEET 2



Attachment 2

FORM 3

Page 1 of 2 Pages

STRATA PLAN No.				59977			
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	22	2770-622		28	27	2770-649	
2	22	2770-623		29	27	2770-650	
3	22	2770-624		30	16	2770-651	
4	16	2770-625		31	19	2770-652	
5	28	2770-626		32	18	2770-653	
6	22	2770-627		33	27	2770-654	
7	22	2770-628		34	27	2770-655	
8	22	2770-629		35	23	2770-656	
9	20	2770-630		36	27	2770-657	
10	26	2770-631		37	27	2770-658	
11	26	2770-632		38	19	2770-659	
12	26	2770-633		39	21	2770-660	
13	16	2770-634		40	24	2770-661	
14	17	2770-635		41	29	2770-662	
15	17	2770-636		42	28	2770-663	
16	26	2770-637		43	26	2770-664	
17	26	2770-638					
18	21	2770-639					
19	26	2770-640					
20	26	2770-641					
21	17	2770-642					
22	20	2770-643					
23	23	2770-644					
24	27	2770-645					
25	27	2770-646					
26	25	2770-647					
27	27	2770-648					

Continued Overleaf

STRATA PLAN No.						59977	
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.
</							

DESCRIPTION OF PARCEL AND BUILDING

Forty Three residential units of brick, concrete and iron construction situated on Lot 708 on Deposited Plan 49263 and being on Certificate of Title Volume 2615 Folio 196 and having a street address of 5 Wallsend Road, Midland and known as Foundry Apartments.

**CERTIFICATE OF LICENSED VALUER
STRATA**

Don Eftos
I,, 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.

17-Jun-2010
Date

Hehr.

Don Eftos
2010.06.17 16:25:41
+08'00'

Signed

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

STRATA PLAN No. 59977

DESCRIPTION OF PARCEL & BUILDING

Forty Three residential units of brick, concrete and iron construction situated on Lot 708 on Deposited Plan 49263 and being on Certificate of Title Volume 2615 Folio 196 and having a street address of 5 Wallsend Road, Midland and known as Foundry Apartments.

CERTIFICATE OF LICENSED SURVEYOR

I, Eric Horlin, 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.~~

P. H. H. H.

Eric Horlin
2011.05.06 13:50:35 +08'00'

Licensed Surveyor

Date _____

*Delete if inapplicable

FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. **59977****DESCRIPTION OF PARCEL & BUILDING**

Parcel: Lot 708 on DP 49263

Known as: Foundry Apartments 5 Wallsend Road, Midland WA 6056

Building: Forty three residential units of brick, concrete and iron construction.

CERTIFICATE OF LOCAL GOVERNMENT

City of Swan

....., the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

- (1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~

- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

- (3) 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 on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and

- (4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

~~*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission;~~

20.5.11

Date

*Delete if inapplicable



.....
~~Chief Executive Officer~~

DELEGATED OFFICER

SECTION 23(5) -
STRATA TITLES ACT

Local Government Ref.

FORM 26

~~WAPC Ref.~~

STRATA PLAN NO 59977

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
1-Apr-11 and relating to the property
described below;

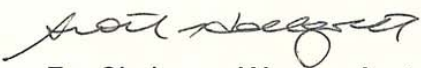
~~*(ii) the sketch submitted on of the
proposed *subdivision of the property described below into lots on a Strata
Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below,
subject to the following conditions —~~

Property Description: Lot (or Strata Plan) No.
Lot 708
Location
5 Wallsend Road
Locality
Midland
Local Government
City of Swan

Lodged by: Land Surveys NPJS Pty Ltd

Date: 1-Apr-11


(*To be deleted as appropriate.)


For Chairman, Western Australian
Planning Commission

27/5/11
Date

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

FORM 8

ANNEXURE 'A'	OF	STRATA PLAN No.	59977	REGISTRAR OF TITLES			
SCHEDULE OF DEALINGS ON Strata Plan							
Dealings registered or recorded on Strata Plan			Instrument				Signature of Registrar of Titles
			Nature	Number	Regist'd	Time	
The address for serving of notices on the Strata Company is now Post Office Box 511 Mount Lawley WA 6929			Notification	N527695	10.1.17		
SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS							

Note: Entries may be affected by subsequent endorsements.

FORM 8

[illegible]

Note: Entries may be affected by subsequent endorsements.

Strata Plan 59977

Lot	Certificate of Title	Lot Status	Part Lot
1	2770/622	Registered	
2	2770/623	Registered	
3	2770/624	Registered	
4	2770/625	Registered	
5	2770/626	Registered	
6	2770/627	Registered	
7	2770/628	Registered	
8	2770/629	Registered	
9	2770/630	Registered	
10	2770/631	Registered	
11	2770/632	Registered	
12	2770/633	Registered	
13	2770/634	Registered	
14	2770/635	Registered	
15	2770/636	Registered	
16	2770/637	Registered	
17	2770/638	Registered	
18	2770/639	Registered	
19	2770/640	Registered	
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33	2770/654	Registered	
34	2770/655	Registered	
35	2770/656	Registered	
36	2770/657	Registered	
37	2770/658	Registered	
38	2770/659	Registered	
39	2770/660	Registered	
40	2770/661	Registered	
41	2770/662	Registered	
42	2770/663	Registered	
43	2770/664	Registered	

Attachment 3

THE OWNERS OF FOUNDRY APARTMENTS SP 59977

BYLAW TABLE OF CONTENTS

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3	Election of council	10
4	Chairman, secretary and treasurer of council	11
5	Chairman, secretary and treasurer of strata company	11
6	Meetings of council	11
7	Powers and duties of secretary of strata company	12
8	Powers and duties of treasurer of strata company	12
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	CONDUCT BYLAWS	
1	Duties of proprietors, occupiers etc	22
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28	Conducting a business from residential lots	34



Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

1. Definitions

- 1.1 The following words have these meanings in the Schedule 1 Bylaws whether appearing in capitals or not unless the contrary intention appears:
- “**Act**” means *Strata Titles Act 1985* as amended;
- “**Bylaws**” means the bylaws adopted by the strata company from time to time;
- “**Commercial Lot**” means a Residential Lot which is used for a commercial purpose;
- “**Common Property**” has the same meaning as in the Act;
- “**Council**” means the Council of the strata company established pursuant to the bylaws;
- “**Fixtures and Fittings**” means any fixtures and fittings in or about a lot;
- “**Insured Risk**” means fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquakes, storm, tempest, floor, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the strata company may from time to time insure against;
- “**Land**” means all the land comprised in the strata plan;
- “**Local Authority**” means the local authority as may from time to time have jurisdiction over the scheme;
- “**Lot**” or “**lot**” means a strata lot formed upon registration of the strata plan;
- “**Original Proprietor**” means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;
- “**Proprietor**” means the proprietor from time to time of a lot and the proprietor’s successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- “**Proprietor’s Invitee**” means each of the proprietor’s agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;
- “**Premises**” means the proprietor’s lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;
- “**Residential Lot**” means a lot which is intended for use as a residence;
- “**Rules**” means the rules adopted by the strata company from time to time pursuant to bylaw 19 of the Schedule 2 Bylaws;

Version 1

Page 7 of 39

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.

"Schedule 1 Bylaws" means these Schedule 1 Bylaws;

"Scheme" means the strata scheme constituted upon registration of the strata plan;

"Strata Company" means the strata company constituted by the registration of the strata plan;

"Strata Company Manager" means the person who is appointed from time to time as strata company manager pursuant to bylaw 16 of the Schedule 1 Bylaws;

"Strata Plan" means the strata plan and any subdivision thereof registered from time to time in respect of the land.

1.2 Interpretation

In the Schedule 1 Bylaws:

1.2.1 Reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it.

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Bylaws.

1.3 Severability

If any Schedule 1 Bylaw is invalid or unenforceable, then the remaining Schedule 1 Bylaws shall be valid and enforceable.

1.4 Application

The Schedule 1 Bylaws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

2. Constitution of the Council

2.1 The powers and duties of the strata company shall, 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 shall be competent to exercise all or any of the authorities, functions or powers of the council.

2.2 Until the inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this bylaw shall no longer apply.



- 2.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- 2.4 The members of the council shall be elected at each annual general meeting of the strata company.
- 2.5 In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- 2.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 2.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- 2.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- 2.9 A member of the council vacates his office as a member of the council:
- 2.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 2.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - 2.9.3 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 he is not elected or re-elected; or
 - 2.9.4 where he is removed from office under bylaw 2.8 of the Schedule 1 Bylaws.
- 2.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under bylaw 2.8 of the Schedule 1 Bylaws, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- 2.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members, 3 where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 2.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these bylaws 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.
- 2.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

3. Election of council

- 3.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
- 3.1.1 the meeting shall determine, in accordance with the requirements of bylaw 2.3 of the Schedule 1 Bylaws the number of persons of whom the council shall consist;
 - 3.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 3.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
- 3.2.1 in writing, and furnished to the chairman at the meeting;
 - 3.2.2 orally by nominee who is present at the meeting.
- 3.3 When no further nominations are forthcoming, the chairman:
- 3.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of bylaw 2.3 of the Schedule 1 Bylaws, shall declare those candidates to be elected as members of the council;
 - 3.3.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- 3.4 If a ballot is to be held, the chairman shall:
- 3.4.1 announce the names of the candidates; and
 - 3.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 3.5 A person who is entitled to vote shall complete a valid ballot paper by:
- 3.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - 3.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - 3.5.3 signing the ballot-paper; and
 - 3.5.4 returning it to the chairman.
- 3.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 3.7 Subject to bylaw 3.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with bylaw 2.3 of the Schedule 1 Bylaws, who receive the highest numbers of votes shall be declared elected to the council.
- 3.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in bylaw 3.7 of the Schedule 1 Bylaws:
- 3.8.1 that number equals the number of votes recorded in favour of any other candidate; and

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- 3.8.2 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 shall be decided by a show of hands of those present and entitled to vote.

4. Chairman, secretary and treasurer of council

- 4.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- 4.2 A person:
- 4.2.1 shall not be appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws unless he is a member of the council; and
- 4.2.2 may be appointed to one or more of those offices.
- 4.3 A person appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws shall hold office until:
- 4.3.1 he ceases to be a member of the council;
- 4.3.2 receipt by the strata company of notice in writing of his resignation from that office; or
- 4.3.3 another person is appointed by the council to hold that office,
- whichever first happens.
- 4.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

5. Chairman, secretary and treasurer of strata company

- 5.1 Subject to bylaw 5.2 of the Schedule 1 Bylaws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 5.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- 5.3 A person appointed under bylaw 5.2 of the Schedule 1 Bylaws may act until the end of the meeting for which he was appointed to act.

6. Meetings of council

- 6.1 At meetings of the council, all matters shall be determined by a simple majority vote.
- 6.2 The council may meet together for the conduct of business and adjourn and:
- 6.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
- 6.2.2 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.

- 6.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- 6.4 A proprietor or individual may be appointed under bylaw 6.3 of the Schedule 1 Bylaws whether or not he is a member of the council.
- 6.5 If a person appointed under bylaw 6.3 of the Schedule 1 Bylaws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- 6.6 The council shall keep minutes of its proceedings.
- 7. Powers and duties of secretary of strata company**
- 7.1 The powers and duties of the secretary of a strata company include:
- 7.1.1 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;
 - 7.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
 - 7.1.3 the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act;
 - 7.1.4 the answering of communications addressed to the strata company;
 - 7.1.5 the calling of nominations of candidates for election as members of the council; and
 - 7.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.
- 8. Powers and duties of treasurer of strata company**
- 8.1 The powers and duties of the treasurer of a strata company include:
- 8.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
 - 8.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the strata company;
 - 8.1.3 the preparation of any certificate applied for under section 43 of the Act; and
 - 8.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.
- 9. Alterations to Lot**
- 9.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
- 9.1.1 obtained all the necessary approvals and permits of the local authority;
 - 9.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;



- 9.1.3 given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to bylaw 18.1.1 of the Schedule 1 Bylaws;
- 9.1.4 indemnified the strata company in respect of any cost, expense or liability that may be incurred by the strata company consequent upon the proprietor undertaking the structural alterations, building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.
- 9.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
- 9.2.1 that that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
- 9.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 9.2.3 that no security door or gate within the scheme remains open while the works are carried out;
- 9.2.4 that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- 9.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;
- 9.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this bylaw;
- 9.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.
- 10. Exclusive Use**
- 10.1 In this Bylaw "exclusive use property" means every portion of common property comprising:
- 10.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
- 10.1.2 that portion of the common property required for an air conditioning system approved by the strata company in accordance with bylaw 3 of the Schedule 2 Bylaws.



- 10.2 The strata company grants to each proprietor who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the proprietor's lot.
- 10.3 The strata company may withdraw the exclusive use rights or any part thereof described in this bylaw 10 of the Schedule 1 Bylaws if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with bylaw 2 of this Schedule 2 Bylaws or fails to remove an air conditioning system in accordance with bylaw 3 of this Schedule 2 Bylaws.
- 10.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to bylaw 10.3 of this Schedule 1 Bylaws then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.
- 11. Responsibility for Proprietor's Invitees**
- 11.1 A proprietor shall:
- 11.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;
- 11.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.
- 12. Blockage of Drainage Pipes**
- 12.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 12.2 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 bylaws 12.1 of the Schedule 1 Bylaws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.
- 13. Damage to Common Property**
- Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.
- 14. Instructing Contractors by Proprietors**
- 14.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.
- 14.2 If a proprietor or proprietor's invitees instructs a contractor or workmen 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 workmen pursuant to that instruction.

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15. Penalty for Breach of Bylaws

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

16. Strata Company Management

- 16.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.
- 16.2 Unless otherwise provided in the bylaws the strata company may delegate (other than the power of delegation) all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).
- 16.3 The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the strata company:
- 16.3.1 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;
 - 16.3.2 to view the improvements within the scheme on at least 1 occasion in each year;
 - 16.3.3 arrange and attend the annual general meeting during any yearly period;
 - 16.3.4 act upon request by, or in the absence of, the chairman:
 - 16.3.4.1 as Chairman of any meeting of the strata company; or
 - 16.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;
 - 16.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
 - 16.3.5 as agent for the strata company to engage or employ contractors the caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;
 - 16.3.6 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;
 - 16.3.7 to disburse monies in accordance with the Act and the terms of the bylaws;
 - 16.3.8 to maintain the records of the strata company required by law;
 - 16.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
 - 16.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;
 - 16.3.11 to take possession of and care for the records and documents of the strata company;
 - 16.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;

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- 16.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 Bylaws;
- 16.3.14 generally implement the decisions of the strata company and its council;
- 16.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the strata company;
- 16.3.16 to attend on behalf of the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;
- 16.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata company;
- 16.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- 16.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 16.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

17. Recovery of Costs by Strata Company

- 17.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(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:
 - 17.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
 - 17.1.2 legal costs on an indemnity basis; and
 - 17.1.3 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.
- 17.2 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.
- 17.3 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 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.

- 17.4 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.
- 17.5 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 this bylaw and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 17.6 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 36(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 bylaw.
- 18. Smoking**
- 18.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.
- 18.2 Any proprietor who breaches this bylaw or permits a breach of that bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of this bylaw.
- 19. Reserve Fund**
- 19.1 The strata company will establish a reserve fund for the purposes of accumulating funds to meet contingent expenses other than those of a routine nature and other major expenses of the strata company likely to arise in the future.
- 19.2 The amount to be raised for the reserve fund shall be determined by the strata company from time to time but in any event shall not be less in any year that a sum equal to 0.025% of the insurable value of the Building.
- 20. Levies**
- 20.1 For the purpose of levying contributions for administrative expenses on proprietors this Bylaw shall apply in lieu of that for the method provided in Section 36(1) of the Act.
- 20.2 In this Bylaw:
- “**commercial lot expenses**” means those administrative expenses which relate wholly or predominantly to a Commercial Lot;
- “**commercial proprietor**” means the proprietor of a Commercial Lot;
- “**general expenses**” means all those administrative expenses which are not Commercial Lot expenses;
- “**residential proprietor**” means the proprietor of a Residential Lot;

"residential lot expenses" means those administrative expenses which relate wholly or predominantly to a Residential Lot.

- 20.3 The Strata Company may prepare separate levy contributions to recover administrative expenses in respect of:
- 20.3.1 the Residential Lots; and
 - 20.3.2 the Commercial Lots.
- 20.4 If the preceding Bylaw applies then the Strata Company will levy contributions for administrative expenses as follows:-
- 20.4.1 residential proprietors and the commercial proprietors shall pay the general expenses in proportion to the unit entitlement of their respective lots;
 - 20.4.2 only the commercial proprietors shall pay the Commercial Lot expenses.
- 20.5 For the purposes of this Bylaw a residential proprietor will pay so much of the residential lot expenses divided by the total unit entitlement of all the Residential Lots as shown on the Strata Plan and then multiplied by the unit entitlement of the residential proprietor as shown on the Strata Plan.
- 20.6 For the purposes of this Bylaw a commercial proprietor will pay so much of the Commercial Lot expenses divided by the total unit entitlement of all the Commercial Lots as shown on the Strata Plan and then multiplied by the unit entitlement of the commercial proprietor as shown on the Strata Plan.
- 21. Power of Strata Company Regarding Sub-meters**
- 21.1 Where the supply of gas or electricity to a lot is regulated by means of a sub-meter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the sub-meter an amount, determined by the Council from time to time, and, if any amount so paid is applied by the strata company under bylaw 21.2 of the Schedule 1 Bylaws, 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 Bylaw, the strata company may require.
- 21.2 The strata company shall lodge every sum received under this Bylaw to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this Bylaw, be held on trust for the proprietor or occupier who made the payment.
- 21.3 If the proprietor or other occupier of a lot in respect of which a sub-meter 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 proprietor or occupier under this Bylaw, including any interest that may have accrued in respect of that amount.
- 21.4 Where a person who has paid an amount under this Bylaw to a strata company satisfied the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this Bylaw.

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22. Insurance Excess

22.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

- 22.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
- 22.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
- 22.1.3 to the fixtures and improvements of the owner of that lot; and
- 22.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-bylaw 22.1.2, where:
 - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
 - (b) the insurance claim is made by the strata company.

22.2 The responsibility of the owner under sub-bylaw 22.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

- 22.2.1 glass (windows, doors, shower screens and mirrors); and
- 22.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

22.3 For all amounts payable as an insurance excess referred to in sub-bylaw 22.1 (**Excess Costs**), the strata company will:

- 22.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
- 22.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-bylaw 22.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

22.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

23. Recovery Costs

23.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies 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.

23.2 **Costs** include, without limitation:

- 23.2.1 the strata manager's costs;
- 23.2.2 debt recovery costs;
- 23.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
- 23.2.4 costs of any consultants and experts; and

- 23.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 23.3 **Legal Proceedings** include, without limitation:
- 23.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (SAT), a tribunal or any court;
- 23.3.2 an application to a court, or any other tribunal:
- (a) to recover any amount of money owing to the strata company by an owner; or
- (b) for any other matter;
- 23.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
- 23.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 23.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 23.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 23.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;
- 23.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 23.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
- (b) an invitee of the owner; or
- (c) an invitee of the occupier of the owner's lot;
- 23.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
- (b) an occupier of the owner's lot.
- 23.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 23.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;



- 23.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 23.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
 - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 23.6 The council of the strata company is empowered:
- 23.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
- 23.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in sub-bylaw 23.1 in accordance with section 100(1)(c)(ii) of the Act.
- 23.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.



Conduct by-laws

1. Duties of Proprietor, occupiers, etc.

1.1 A proprietor shall:

- 1.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his 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 his lot;
- 1.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

1.2 A proprietor shall:

- 1.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and
- 1.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

1.3 A proprietor, occupier or other resident of a lot shall:

- 1.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
- 1.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
- 1.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
- 1.3.4 take all reasonable steps to ensure that his visitors comply with the bylaws of the strata company relating to the parking of motor vehicles.

2. Repair and Maintenance of Premises

2.1 A proprietor shall at the proprietor's cost:

- 2.1.1 maintain his premises in a good state of repair and condition;
- 2.1.2 maintain his premises in a clean condition free from all vermin and insects;
- 2.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.



3. Individual Air Conditioning Systems

- 3.1 No proprietor shall 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:-

- 3.1.1 so noisy as to cause a disturbance to adjoining proprietors; or
- 3.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

This bylaw does not relate to any air conditioning system installed or intended to be installed by the original proprietor.

- 3.2 If an air conditioning system condenser is to be located on a balcony and within one (1) metre of the balcony balustrade then the condenser must be installed in such a manner that there is no foothold between 150mm and 760mm above the balcony floor.
- 3.3 Without prejudice to the generality of bylaw 3.1 in the Schedule 1 Bylaws in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the strata company either:
- 3.3.1 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
 - 3.3.2 subject to complying with bylaws 10 and 3 of the Schedule 1 Bylaws replace the air conditioning system.
- 3.4 Should a proprietor:
- 3.4.1 fail to repair and maintain the air conditioning system pursuant to bylaw 2 of the Schedule 1 Bylaws; or
 - 3.4.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to bylaw 10.3 of the Schedule 1 Bylaws,
- then the strata company may enter the proprietor's lot or his premises and:
- 3.4.3 repair and maintain the air conditioning system at the cost of the proprietor; or
 - 3.4.4 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 bylaw 3 of the Schedule 1 Bylaws.

4. Behaviour

- 4.1 A proprietor shall not:
- 4.1.1 use his premises or any part of the common property for any purpose which may be a breach of the bylaws, the regulations or bylaws of the local authority or any other governmental regulation or law;
 - 4.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;

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- 4.1.3 obstruct the lawful use of the common property (other than his exclusive use property) 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 his exclusive use property) to any person lawfully using the same;
- 4.1.4 deposit or throw upon 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;
- 4.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or bylaws of the local authority or any other governmental regulation or law;
- 4.1.6 permit any child of whom he has control to play upon common property unless accompanied by an adult person exercising effective control;
- 4.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 4.1.8 be inadequately or inappropriately clothed when upon common property;
- 4.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 4.1.10 without the written consent of the strata company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 4.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

5. Vehicles

- 5.1 Neither a proprietor nor a proprietor's invitee shall:
 - 5.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
 - 5.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
 - 5.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
 - 5.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company;
 - 5.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
 - 5.1.6 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.

6. Proprietor to advise of Defects

- 6.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the strata company manager 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 his lot or premises or the common property which comes to his knowledge.
- 6.2 The strata company shall have authority to enter upon any premises 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.

7. Garbage Disposal

- 7.1 A proprietor shall:
- 7.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - 7.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
 - 7.1.3 comply with all local authority bylaws, regulations and ordinances relating to the disposal of garbage;
 - 7.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

8. Signs

- 8.1 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 bylaw 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.
- 8.2 The proprietor may install a sign on the exterior of a Commercial Lot:
- 8.2.1 limited to the commercial proprietors' trading name, the description of its business and the commercial proprietors' trade mark or insignia;
 - 8.2.2 the size of the sign shall not exceed the dimensions approved by the Council;
 - 8.2.3 in a style substantially similar to signs on other commercial premises in the vicinity;
 - 8.2.4 with painted or plastic characters which are not moving, flashing or animated.
- 8.3 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.
- 8.4 Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

9. Antenna

All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

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10. Pets

In this Bylaw:

"Building" means the building the subject of the strata plan;

"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:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

- 10.1 A proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
- 10.2 A proprietor or occupier of a Residential Lot may keep, without the consent of the strata company:
 - 10.2.1 fish, in an enclosed aquarium;
 - 10.2.2 one (1) caged bird;
 - 10.2.3 one (1) Small Dog;
 - 10.2.4 one (1) cat;
- 10.3 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:
 - 10.3.1 any other type of animal including a dog which is not a Small Dog;
 - 10.3.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;
- 10.4 If a proprietor or occupier of a Residential Lot keeps an animal then the proprietor or occupier:
 - 10.4.1 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;
 - 10.4.2 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;
 - 10.4.3 must ensure that, when in or on any part of the common property, the animal is at all times held by the proprietor or occupier;

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- 10.4.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or in or about the common property for:
- (a) any noise which is disturbing to an extent which is unreasonable;
 - (b) for damage to or loss of property or injury to any person caused by the animal; and
 - (c) is responsible for cleaning up after the animal has used any part of the common property.
- 10.5 This Bylaw:
- 10.5.1 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
 - 10.5.2 does not prevent the keeping of a dog used as a guide dog or hearing dog.
- 10.6 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 Bylaw including (without limitation) where a proprietor's or occupier's animal causes or is causing:
- 10.6.1 any noise which is disturbing to an extent which is unreasonable; or
 - 10.6.2 damage to or loss of property or injury to any person.
- 10.7 A further breach under this Bylaw after a notice has been served on a proprietor or occupier of a Residential Lot under its bylaw will entitle the strata company to require the immediate removal of the animal from the Building.
- 10.8 The proprietor will:
- 10.8.1 be responsible for the health, hygiene, control and supervision of any animal in his care;
 - 10.8.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;
 - 10.8.3 not keep any animal on his lot if:
 - (a) the keeping of the animal breaches any regulation or bylaw of the local authority;
 - (b) he has failed to comply with a notice given by the council pursuant to its bylaw;
 - (c) he has within a twelve (12) month period received three notices issued under its bylaw,
- in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

11. Temporary Building

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- 11.1 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.
- 11.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.
- 12. Moving Furniture**
- Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.
- 13. Floor Coverings**
- A proprietor 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 therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.
- 14. Windows**
- 14.1 A proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.
- 14.2 If a proprietor installs curtains then the back of the curtain must be coloured white.
- 15. Drying**
- Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.
- 16. Storage of inflammable liquids**
- Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or 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.
- 17. Floor Loading**
- Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.
- 18. Use of Car Bays**
- 18.1 A proprietor shall not:
- 18.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;



- 18.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

19. Rules

- 19.1 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:
- 19.1.1 the affixing of external aerials;
 - 19.1.2 visitors' vehicle parking;
 - 19.1.3 security;
 - 19.1.4 use of stairways and passageways;
 - 19.1.5 approval for keeping pets;
 - 19.1.6 rubbish collection;
 - 19.1.7 advertising and signs;
 - 19.1.8 changes relating to the security system and security keys.

- 19.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

20. Insurance Rates

- 20.1 Nothing shall 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.
- 20.2 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.

21. Security and Fire Safety

- 21.1 A proprietor 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.
- 21.2 The Strata Company may restrict access to:
- 21.2.1 the car parking areas by means of a proximity card reader system: and
 - 21.2.2 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.
- 21.3 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 bylaw 19.2 of the Schedule 1 Bylaws.

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- 21.4 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 Bylaw.
- 21.5 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.
- 21.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 21.7 A proprietor or proprietor's invitee shall not:
- 21.7.1 interfere with any safety equipment;
 - 21.7.2 obstruct any fire escape or fire stair well; or
 - 21.7.3 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.
- 22. Commercial Lot Bylaws**
- 22.1 This bylaw shall only apply to Commercial Lots and references to the proprietor shall mean the proprietor of a Commercial Lot.
- 22.2 If there is any conflict between this bylaw and any other bylaw so far as it relates to a Commercial Lot then this bylaw shall prevail.
- 22.3 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.
- 22.4 The proprietor must, at his 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. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.
- 22.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:
- 22.5.1 the use and occupation of a Commercial Lot for the use intended by the proprietor;
 - 22.5.2 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;
 - 22.5.3 the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
 - 22.5.4 occupational health, safety and environmental matters;
 - 22.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.
- 22.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in the preceding bylaw.
- 22.7 The proprietor shall not:
- 22.7.1 allow a Commercial Lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;

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- 22.7.2 use or permit any part of a Commercial Lot to be used as sleeping quarters or for residence;
- 22.7.3 keep any animals in a Commercial Lot;
- 22.7.4 hold or permit any auction or public meeting in the Commercial Lot;
- 22.7.5 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;
- 22.7.6 use a Commercial Lot in an excessively noisy or noxious or offensive manner;
- 22.7.7 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.
- 22.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.
- 22.9 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 of 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.
- 22.10 The proprietor shall keep a Commercial Lot clean and:
 - 22.10.1 have the floor and the interior of a Commercial Lot cleaned each business day;
 - 22.10.2 have the surfaces of windows maintained in a clean condition;
 - 22.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
 - 22.10.4 not allow the accumulation of useless property or rubbish in a Commercial Lot;
 - 22.10.5 provide a sanitary hygiene service to female toilets.
- 22.11 The proprietor shall cause all rubbish accumulated in the Commercial Lot to be placed daily in suitable containers provided for the Commercial Lot and situated in an area in the scheme designated by the Council.
- 22.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.
- 22.13 The proprietor shall:
 - 22.13.1 not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were designed;
 - 22.13.2 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;
 - 22.13.3 repair any damage caused to any of those facilities by breach of this bylaw
- 22.14 The proprietor shall:

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- 22.14.1 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;
- 22.14.2 be liable:
- (a) for the costs of repairing any damage;
 - (b) for ensuring that any equipment forming part of common property is repaired and restored to working order;
 - (c) 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.
- 22.15 The proprietor shall at the proprietor's expense:
- 22.15.1 take reasonable action to secure the Commercial Lot against unauthorised entry whilst the Commercial Lot is occupied;
 - 22.15.2 securely lock and fasten external door and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
 - 22.15.3 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;
 - 22.15.4 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.
- 22.16 The proprietor shall ensure that all background music and sound systems are installed and played in such a manner as to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.
- 23. Insurance - Commercial Lot**
- 23.1 The proprietor of a Commercial Lot shall at his or her expenses effect and at all times maintain with a public insurance office policies to cover:-
- 23.1.1 all plate glass (if any) in the Commercial Lot against damage or destruction to the full insurable value thereof; and
 - 23.1.2 public liability with a cover of not less than Ten Million Dollars or any increased sum which the Council may from time to time specify in respect of anyone occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the Commercial Lot or any part thereof or occasioned wholly or in part by an act neglect default or omission by the proprietor of a Commercial Lot or by his or her employees or visitors.

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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.



- 23.2 All monies recovered in respect of any insurance under this Bylaw shall be forthwith expended by the Commercial Lot proprietor in the satisfaction reinstatement or replacement of those items for which the monies are received to the extent that those monies are sufficient for the purpose and the Commercial Lot proprietor shall make up any deficiency from his or her own monies.
- 23.3 The Commercial Lot proprietors shall pay not later than seven days prior to the date for payment specified in the first premium notice or demand received in respect thereof all premiums in respect of the insurances to be effected and maintained by the Commercial Lot proprietor as herein provided and on demand shall produce any evidence of the policies and of the renewal thereof which the Council may from time to time require.
- 24. Visitor Parking**
- 24.1 In this Bylaw:
"Visitor Parking Bay" means those car parking bays situate within the common property of the scheme and identified as for visitor parking.
- 24.2 The Visitor Parking Bays must only be used by visitors for temporary parking purposes while visiting the scheme.
- 24.3 No proprietor may use the Visitor Parking Bays for parking at any time.
- 25. Disabled Parking**
- 25.1 In this Bylaw:
"Disabled Parking Bay" means those car parking bays situate within the common property of the scheme and identified as for disabled parking.
- 25.2 The Disabled Parking Bays must only be used by disabled visitors for temporary parking purposes while visiting the scheme.
- 25.3 No proprietor may use the Disabled Parking Bays for parking at any time.
- 26. Use of Lots**
- 26.1 A Commercial Lot owner will only use their Commercial Lot for commercial purposes.
- 26.2 Subject to by-laws 27.1 to 27.5 a Residential Lot owner will only use their Residential Lot as a residence.
- 27. Leasing of Residential Lots**
- 27.1 Unless the prior written consent of the strata company has been obtained, the Owner of a Residential Lot must not allow their Residential Lot to be occupied by any more than 2 people per bedroom.
- 27.2 A Residential Lot Owner may grant a lease or similar occupancy right over its Residential Lot to a residential tenant that use the lot as its settled or usual place of abode.
- 27.3 Any lease or occupancy right granted under by-law 27.2 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless the Residential Lot Owner otherwise satisfied the strata company that the Residential Lot will be used by the tenant as its settled or usual place of abode.



- 27.4 For the avoidance of doubt, a Residential Lot Owner is not entitled to, and will not grant any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.
- 27.5 Without limiting by-law 27.2, if a Residential Lot owner grants a lease, or similar occupancy right over its Residential Lot, the Residential Lot owner will:
- 27.5.1 promptly give the strata company notice of the full name of each tenant and details of the Residential Lot owner's managing agent for its Residential Lot (if any);
 - 27.5.2 ensure that the tenant signs a valid lease containing an enforceable covenant to:
 - (a) comply with these by-laws and provides the tenant with a copy of the by-laws; and
 - (b) the Residential Lot must not, without the prior written consent of the strata company be occupied by any more than 2 people per bedroom; and
 - 27.5.3 subject to any by-law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.
- 28. Conducting a business from Residential Lots**
- 28.1 A Residential Lot owner may conduct a business from its lot but only if:
- 28.1.1 the Residential Lot owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - 28.1.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
 - 28.1.3 the conduct of the business does not cause inconvenience to the proprietors of other lots; and
 - 28.1.4 the business does not involve:
 - (a) any activities that are illegal (as may be from time to time); or
 - (b) the manufacture, storage or selling of goods from the Residential Lot.
 - 28.1.5 By-law 28.1 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental or short term accommodation).



OFFICE USE ONLY
P725942 SB

28 Sep 2023 15:27:01 Perth



SB Scheme By-laws

Lodged by:¹⁷ Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1174263
Issuing Box Number: 99A

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

Prepared by: Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1174263

Titles, Leases, Evidence, Declarations etc. lodged
herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: al

¹⁷ Lodging Party Name may differ from Applicant Name.
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Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

The Owners of Foundry Apartments Strata Scheme 59977

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: 26.9.23

Signed for and on behalf of¹⁴ **The Owners of Foundry Apartments Strata Scheme 59977** in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☒ Strata Manager of strata company¹⁶:

☐ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



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Effective for use from: 15/06/2023

SB

Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

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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 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ 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 (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

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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 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant 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-laws⁶: Not applicable.

By-law under planning
(scheme by-laws) condition⁷: Not applicable.

Exclusive use by-laws⁸: Schedule 1 by-law 10
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: Not applicable.

Not applicable.

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.



Schedule 2 by-law 28 be added as follows:

28. Conducting a business from Residential Lots

28.1 A Residential Lot owner may conduct a business from its lot but only if:

- 28.1.1 the Residential Lot owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
- 28.1.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
- 28.1.3 the conduct of the business does not cause inconvenience to the proprietors of other lots; and
- 28.1.4 the business does not involve:
 - (a) any activities that are illegal (as may be from time to time); or
 - (b) the manufacture, storage or selling of goods from the Residential Lot.
- 28.1.5 By-law 28.1 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental or short term accommodation).

☒ and / ☐ or⁵

By ordinary resolution passed on N/A a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).



By special resolution, the voting period for which opened on **16/08/2023** and closed on **13/09/2023** (and which must be registered within 3 months after the closing date) the ☒ **additions/** ☐ **amendments/** ☒ **repeal**⁵ to the Conduct by-laws were made as detailed here.

Schedule 2 by-law 2 headed Use of Premises (added by Management Statement L638677 but re-classified as a Conduct by-law) is repealed.

Schedule 2 by-law 26 be added as follows:

26. Use of Lots

- 26.1 A Commercial Lot owner will only use their Commercial Lot for commercial purposes.
- 26.2 Subject to by-laws 27.1 to 27.5 a Residential Lot owner will only use their Residential Lot as a residence.

Schedule 2 by-law 27 be added as follows:

27. Leasing of Residential Lots

- 27.1 Unless the prior written consent of the strata company has been obtained, the Owner of a Residential Lot must not allow their Residential Lot to be occupied by any more than 2 people per bedroom.
- 27.2 A Residential Lot Owner must grant a lease or similar occupancy right over its Residential Lot to a residential tenant that use the lot as its settled or usual place of abode.
- 27.3 Any lease or occupancy right granted under by-law 27.2 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless the Residential Lot Owner otherwise satisfied the strata company that the Residential Lot will be used by the tenant as its settled or usual place of abode.
- 27.4 For the avoidance of doubt, a Residential Lot Owner is not entitled to, and will not grant any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.
- 27.5 Without limiting by-law 27.2, if a Residential Lot owner grants a lease, or similar occupancy right over its Residential Lot, the Residential Lot owner will:
- 27.5.1 promptly give the strata company notice of the full name of each tenant and details of the Residential Lot owner's managing agent for its Residential Lot (if any);
- 27.5.2 ensure that the tenant signs a valid lease containing an enforceable covenant to:
- (a) comply with these by-laws and provides the tenant with a copy of the by-laws; and
- (b) the Residential Lot must not, without the prior written consent of the strata company be occupied by any more than 2 people per bedroom; and
- 27.5.3 subject to any by-law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.



- 23.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 23.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
 - (b) an invitee of the owner; or
 - (c) an invitee of the occupier of the owner's lot;
- 23.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
 - (b) an occupier of the owner's lot.
- 23.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 23.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;
- 23.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 23.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
 - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 23.6 The council of the strata company is empowered:
- 23.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
- 23.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in sub-by-law 23.1 in accordance with section 100(1)(c)(ii) of the Act.
- 23.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

☒ and / ☐ or^s



- 22.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

Schedule 1 by-law 23 be added as follows:

23. Recovery Costs

- 23.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies 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.
- 23.2 **Costs** include, without limitation:
- 23.2.1 the strata manager's costs;
 - 23.2.2 debt recovery costs;
 - 23.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
 - 23.2.4 costs of any consultants and experts; and
 - 23.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 23.3 **Legal Proceedings** include, without limitation:
- 23.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (SAT), a tribunal or any court;
 - 23.3.2 an application to a court, or any other tribunal:
 - (a) to recover any amount of money owing to the strata company by an owner; or
 - (b) for any other matter;
 - 23.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
 - 23.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 23.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 23.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 23.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;



Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on **16/08/2023** and closed on **13/09/2023** (and which must be registered within 3 months after the closing date) the ☒ **additions/**
☒ **amendments/** ☐ **repeal**⁵ to the Governance by-laws were made as detailed here.

Schedule 1 by-law 22 be added as follows:

22. Insurance Excess

- 22.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:
- 22.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
 - 22.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
 - 22.1.3 to the fixtures and improvements of the owner of that lot; and
 - 22.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-by-law 22.1.2, where:
 - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
 - (b) the insurance claim is made by the strata company.
- 22.2 The responsibility of the owner under sub-by-law 22.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:
- 22.2.1 glass (windows, doors, shower screens and mirrors); and
 - 22.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 22.3 For all amounts payable as an insurance excess referred to in sub-by-law 22.1 (**Excess Costs**), the strata company will:
- 22.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
 - 22.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-by-law 22.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

⁵ Select one.

Version 1



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: **59977**

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ **Foundry Apartments Strata Scheme 59977** (strata company); or

(b) For new schemes:

The owner(s)² **N/A** of land the subject of the plan described as³ **N/A**

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

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), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☐ Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☒ Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 56 and 180(1) apply to the by-laws of the strata company, the

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

The Owners of Strata Scheme 59977
Foundry Apartments
5 Wallsend Road
Midland WA 6056

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given pursuant to Section 127 of the Strata Titles Act 1985 and the Strata Titles General Regulations 2019 that the Annual general meeting for The Owners of Strata Scheme 59977 will be held as follows:

DATE: Tuesday the 27/08/2024
VENUE: Dome Cafe
21 Cale Street
Midland WA 6056
TIME: 05:00 PM

IMPORTANT INFORMATION STRATA TITLES ACT 1985

QUORUM

Quorum is the minimum number of persons that must be present, either in person or by duly nominated proxy, at the General Meeting in order to proceed to business. A quorum for the purposes of Section 130(3) is constituted if there are persons present who are entitled to cast a vote attached to 50% of the lots in the scheme.

In accordance with Section 130(4) if a quorum has not been achieved and 30 minutes has elapsed from the time appointed, those present are taken to constitute a quorum.

PROXY

Please complete (all co-owners and/or company must sign) and return a proxy form in accordance with Section 124. A proxy need not be a proprietor therefore you may nominate your strata company manager or the Chairperson to represent you at the general meeting.

IF YOU HAVE ANY FINANCIAL QUERIES YOU MUST GIVE NOTICE

Please submit all financial queries to our office to the email address of your strata manager listed below no later than 3 business days prior to the meeting.

METHOD OF VOTING

In accordance with Section 129(2)(d) the acceptable method of voting is at the general meeting, or, in writing either by post or email and accompanied by a duly executed proxy form.

Please refer to enclosed agenda sundry notes for further information.

Kim Bunting
stratawhite@allstrata.com.au
For and on behalf of The Owners of Strata Scheme 59977

DATE OF NOTICE

26 July 2024

AGENDA

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

1 TIME MEETING COMMENCED

2 APPOINTMENT OF MEETING CHAIRPERSON

3 MINUTES (ANNUAL GENERAL MEETING)

That the minutes of the previous annual general meeting held on **16/08/2023** of The Owners of Strata Scheme 59977 be confirmed as an accurate record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS

That pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **30/06/2024** as included within the notice of meeting be accepted.

5 INSURANCE POLICY DETAILS

That pursuant to section 127(3)(c) of the Strata Titles Act 1985 the following insurance details were confirmed:

Policy No.POL11057877

Strata Community Insurance

Type : Residential Strata

Broker : Adapt Risk Solutions

Premium : \$23,672.27

Paid on : 10/05/2024

Start : 26/05/2024

Next due : 26/05/2025

Cover	Sum Insured	Excess	Notes
Building	\$16,214,930.00	\$4,000.00	
Common Area Contents	\$162,149.00	\$0.00	
Terrorism	Applies	\$0.00	
Loss of Rent/Temp Accommodation	\$2,432,240.00	\$0.00	
Flood	Included	\$0.00	
Floating Floors	Included	\$0.00	
Liability	\$20,000,000.00	\$0.00	
Voluntary Workers	Included	\$0.00	
Workers Compensation	Selected	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$5,000,000.00	\$0.00	
Machinery Breakdown	\$100,000.00	\$4,000.00	
Catastrophe	\$4,864,479.00	\$0.00	
Government Audit Expenses	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$1,000.00	
Lot Owners Fixtures&Improvements	\$300,000.00	\$0.00	

Commission paid on this policy was **\$2,448.54** and the last valuation was completed on **01/10/2022** and noted a replacement value of **\$14,993,000.00**.

6 BUILDING INSURER

That pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees;

- That All Strata Management Services be empowered to renew the insurance policy with the current insurer through the appointed Insurance Broker; or
- That All Strata Management Services appointed Insurance Broker be empowered to obtain quotes from strata insurers prior to renewal; and
- That the Council be empowered to choose a preferred quote sourced by the Brokers.
- That the Council of Owners be authorised to raise a special levy for any shortfall between premium amount and budget allocation to be due and payable within 14 days.

Note:

Resolve that subject to the Broker ensuring they will comply with the Strata Community Association Best Practice Strata Insurance Disclosure Guide, that **Adapt Risk Solutions** be appointed as the nominated insurance Broker for the Strata Company, and in accordance with Section 118(2)(c) of the Act, the Strata Manager is authorised to sign the Brokers letter of appointment.

FURTHER, resolve that **the Strata Manager** be authorised to instruct and assist the Strata Company's nominated Broker to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Council of Owners.

FURTHER, resolve that **the Strata Manager** forward the valuation (if applicable) and insurance quotations, including the written advice and disclosure summary to the Council of Owners for consideration. In the event that **the Strata Manager** receives no response from the Council of Owners within 5 business days prior to the expiry of the insurance policy, to ensure that the Strata Company continues to hold insurance that meets the requirements of Section 97(1)(a) of the Act, **the Strata Manager** is to be given authorisation to place the insurance for the forthcoming policy year.

Note: In the event the Council of Owners fails to provide instruction then the insurance will be placed in accordance with the Brokers recommendation.

All Strata Management Services is an Authorised Representative of Corporate Home Underwriting Agencies Pty Ltd (CHU) and Body Corporate Brokers Pty Ltd. (BCB) and have a Distribution Agreement with Strata Community Insurance (SCI), and PSC Property Lync Insurance Brokers and a Referral Agreement with McLardy McShane Partners Pty Ltd (Licensee), Adapt Risk Solutions Pty Ltd (Corporate Authorised Representative).

7 BUILDING SUM INSURED

That pursuant to Section 97 of the Strata Titles Act 1985;

- a. That the insurance policy be renewed at the current building sum insured; or
- b. That the insurance policy be renewed at the suggested building sum insured provided by the current insurer.

Note:

Your Strata Company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) (" Act") and Section 97 sets out the full insurance requirements. These requirements are insured under the current policy.

The Sum Insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.

In the case of public liability risks the minimum amount under the Act is \$10 million. Many Strata Companies now insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.

We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 1981 and your Strata Company has insured against such a risk.

In addition to the compulsory insurances required under the Act, a Strata Company also has other risks it should consider covering because of its financial or legal responsibilities for which it may become liable. The strata company has the discretionary power to insure for other risks such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, and proprietors fixtures and improvements.

GENERAL ADVICE WARNING

The above information is not personal advice. This advice is general only.

8 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

- a. That the number of members of the Council of the Strata Company be determined; and
- b. That the members of the Council of the Strata Company be elected in accordance with Section 127(3)(a) of the Strata Titles Act 1985; or
- c. That, where there is no Council of the Strata Company, All Strata Management Services be empowered to prepare and issue ordinary resolution circulars, as and when required, to members of strata company to conduct a vote by ordinary resolution outside of a general meeting; and
- d. That a member of the Council be appointed to receive the monthly financial statement; and
- e. That a member of the Council be appointed as the Strata Company Representative.

Note:

Strata Management Agreement and Disclosure clause 12 "Strata Company Representative"

12.1 The Strata Company acknowledges and warrants that:

(1) The Strata Company will validly nominate a Strata Company Representative to communicate with the Strata Company Manager on behalf of the Strata Company;

(2) The Strata Company Representative is a member the Council, or in the case of a corporate member of the Council, the person nominated by that member of the Council to act for it; and

(3) If the Strata Company appoints another member of Council to be the New Strata Company Representative, that appointment will not take effect until the Council has given notice of that new appointment to the Strata Manager.

9 UPDATE 10 YEAR PLAN

- a. That the 10 year plan prepared by ABBC Building Inspectors dated 15/09/2019 be updated as required by Section 100 (2A) (a)(iii); and
- b. That the Strata Company agrees to undertake all maintenance that is either outstanding or due to be completed in the financial year as noted in the updated 10 year plan to comply with Section 91(1)(c); and
- c. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
- d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
- e. That Solutions in Engineering quote 2435806 dated 14/06/2024 for the amount of \$1,568.00 be considered;
- f. That ABBC Building Inspectors quote for the amount of \$5,855.00 be considered:

Note:

In accordance with Section 100(2A) (a) (iii) a strata scheme with 10 or more lots or insured for more than \$5,000,000.00 must ensure -

- (a) that there is a 10 year plan that sets out;
 - (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan.
 - (ii) the estimated costs for the maintenance, repairs, renewal or replace; and
 - (iii) other information required to be included by the regulations and
- (b) that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.

10 ADDITIONAL EXPENDITURE

That pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake repairs or replacement of the shade sails onsite; and

- a. That Perth Sail Shades quote for the amount of \$21,637.00 be considered; (Please note this quote is not changing the shade sails as they are but re-make them broken into sections as per the sketch attached to quote.
- b. That Shade Solutions quote for the amount of \$28,530.00 be considered; (Please note this quote is replacing what is currently installed onsite)
- c. That Perth Sail Shades quote for the amount of \$1,848.00 be considered: Please note this quote is for sew and patch existing shade sails onsite.
- d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

11 BUDGET

That the statement of estimated receipts and payments (budget) be adopted pursuant to Section 102 of the Strata Titles Act 1985 included within the notice of meeting.

12 ADMINISTRATIVE FUND CONTRIBUTIONS GST

That contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$135,740.00 including GST**; and

That contributions be due and payable as follows;

\$33.94 per unit entitlement due in advance on the 01/07/2024; and
\$33.94 per unit entitlement due in advance on the 01/10/2024, and
\$33.94 per unit entitlement due in advance on the 01/01/2025, and
\$33.94 per unit entitlement due in advance on the 01/04/2025; and

New financial year

\$33.94 per unit entitlement due in advance on the 01/07/2025.

and every quarter thereafter until the next Annual General Meeting.

13 RESERVE FUND CONTRIBUTIONS GST

That contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$6,209.99 including GST**; and

That contributions be due and payable as follows;

\$1.553 per unit entitlement due in advance on the 01/07/2024; and
\$1.553 per unit entitlement due in advance on the 01/10/2024, and
\$1.553 per unit entitlement due in advance on the 01/01/2025, and
\$1.553 per unit entitlement due in advance on the 01/04/2025; and

New financial year

\$1.553 per unit entitlement due in advance on the 01/07/2025.

and every quarter thereafter until the next Annual General Meeting.

14 OTHER BUSINESS

That an invitation be extended to those present who have any informal item of business that were not notified as agenda items prior to this agenda being issued for referral to the Council of the Strata Company.

15 CLOSURE

NOMINATION FOR ELECTION TO COUNCIL THE OWNERS OF SURVEY/STRATA SCHEME 59977

I wish to nominate myself (where a lot is owned by an individual or company and not jointly) for election to the Council of the Strata Company at the forthcoming Annual General Meeting on 27/08/2024 of **The Owners of Strata Scheme 59977**.

NAME: _____

UNIT NUMBER: _____

BUILDING NAME OR ADDRESS: Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056

SIGNATURE: _____

Where a company is the nominee, the person authorised by the company to act on its behalf on council is:

I wish to nominate the following co-owner of our lot for election to the Council of Owners at the forthcoming Annual General Meeting of **The Owners of Strata Scheme 59977**.

NAME OF NOMINEE

SIGNATURE OF NOMINEE ACCEPTING NOMINATION:

SIGNATURE OF NOMINATOR

NOTE: Where a corporation is the lot owner than in accordance with Section 136 of the Strata Titles Act 1985 (as amended), the corporation is eligible to be a member of council. The corporation may then authorise an individual to act on its behalf on council and may later revoke that authority. Nomination by the corporation for its election to council together with advice of details of the authorised individual should be completed by the signing/sealing procedures of the corporation as may be appropriate.

PROXY FORM

THE OWNERS OF SURVEY/STRATA SCHEME 59977

Important notes: please read these carefully before completing this form.

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot can only vote by a proxy holder, appointed by all the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
5. If the options in this form do not meet your requirements, seek advice.

I/We _____ being the
owner/s of lot number/s _____ (unit number/s _____), Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056
appoint:

_____ [name of proxy holder] and failing their attendance/participation, the Strata Company
Manager.

to speak and act and to vote for me/us as my/our proxy holder:

Select and complete only one of options A to C, as appropriate;

- ☐ **Option A:** at all general meetings, and for all votes taken outside general meetings, except for voting on any
proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy
holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; **or**
- ☐ **Option B:** at all general meetings and for all votes taken outside general meetings; or
- ☐ **Option C:** at the general meeting to be held on **27/08/2024** and any adjournment of that meeting.

Date of execution: _____ 20____

Signature of owner

Signature of owner

Signature of owner

Signature of owner

.....
**In the case of an incorporated proprietor (corporate owner) this form requires the signature of a duly authorised person
authorised to sign by its constitution**

Sole Director/Secretary

Director/Secretary/Attorney



Online Meeting Etiquettes

& Best Practices

With the greater need to work remotely, we need to stay connected now more than ever. Two of the best tools to help us stay connected are video and audio conference call technologies. Some of you may be using these tools for the first time, while others are quite accustomed to them.

To ensure efficiency, and that all participants are as aware as others, here are some best practices to help you successfully participate in conference /video calls:

1. **Prepare for your calls beforehand:** For any meeting involving technology - whether you're joining from a laptop or mobile phone, it's important to test the equipment setup. Typically, there is a test process you can run to ensure your app or browser interface are connecting properly to your camera, and any other attached equipment like speakers and microphones. Running these tests will ensure that you can see and hear other users and they can see and hear you.
2. **Choose a quiet spot and a good phone/audio device:** Background noise and poor sound quality is disturbing to everyone on the call and makes the call less productive.
3. **Be on time:** Be sure to dial in to your meeting at least a minute or two ahead of time. Don't keep others waiting.
4. **Consider using audio via the phone versus the computer:** This method reduces feedback noise. We have found that using the 'Call Me' option for audio seems to provide a much more consistent experience.
5. **Use muting:** If you are primarily listening, mute yourself except when talking. Nothing ruins a conference call faster than a hungry dog, fussy baby, or blaring television of the person who forgot to mute themselves. One person's bad connection or background noise can ruin the call for everyone. You don't always know exactly what the folks on the other end of the call are hearing. So, if you aren't talking, keep yourself on mute. That's the "mute" button-not the "hold" button.
6. **Disable other noisemakers:** Turn off PC speakers, radios, mobile phones - anything that might produce noise that will distract from the conference. When working from home, turn off the TV and close the door, leaving the dog outside.
7. **No side conversations and multitasking:** To ensure all participants are made aware of the content and discussions. We'll point out the obvious here: while we're all guilty of occasionally multitasking during audio and web conferences, in a video conference, everyone can see you. Responding to another email? We can see you. Checking your cell phone? We can see you doing that too. Eliminate distractions and focus on the meeting. Turning off notifications, closing or minimizing running applications and muting cell phones, streaming radio, etc., are all basic etiquette rules.
8. **Be cognisant that audio may be delayed at times:** Conference calling may cause potential interruptions with video and audio. Remember to be respectful of others on the call during these situations.
9. **Identify yourself and speak up:** If you are not using the video feature and if you haven't talked for a while, listeners will probably have a hard time recognising your voice. State your name as you start, and speak clearly, distinctly and directly into the handset or microphone. "Zoom" will identify you on the user's screen (this doesn't work well on phones as they are smaller)



AGENDA SUNDRY NOTES

Please contact All Strata Management Services on 08 9227 8966 or admin@allstrata.com.au if you have any questions about this notice.

HOLDING MEETINGS REMOTELY

For the purposes of Section 131 a person (including a proxy of a member of the Strata Company) may in accordance with any requirements of the scheme by-laws attend, and vote at a meeting of a strata company by telephone, video link, internet connection or similar means of remote communication such as on line voting.

A person attending a meeting by remote communication is taken to be present at the meeting.

BUDGET

102. Budget

- (1) A strata company must prepare a budget for each financial year and submit it for approval to its annual general meeting.
- (2) The budget must be prepared -
 - (a) taking into account, if applicable, the 10 year plan for the reserve fund; and
 - (b) in accordance with any requirements set out in the regulations and the scheme by-laws.
- (3) The strata company may, by ordinary resolution at its annual general meeting or at a subsequent general meeting, approve a budget with or without modification.
- (4) The strata company may, by ordinary resolution, vary its approved budget.
- (5) If a budget or a variation of a budget provides for expenditure on common property under section 91(2) (improvement or alteration of the common property, other than expenditure on sustainability infrastructure) exceeding \$500.00 for each lot in the strata title scheme -
 - (a) information regarding that expenditure must be provided to the members of the strata company as required by the regulations; and
 - (b) the budget or variation must be approved by special resolution.
- (6) A strata company must not make any expenditure that is not authorised by an approved budget except for expenditure as follows -
 - (a) expenditure of an amount not exceeding, in a financial year, for each lot in the strata titles scheme -
 - (i) the amount fixed by the strata company by special resolution; or
 - (ii) if the strata company has not fixed the amount by special resolution, the amount fixed by the regulations;
 - (b) expenditure (not being of the kind referred to in subsection (5)) made on the following conditions being met -
 - (i) notice in the approved form of the purpose and amount of a proposed expenditure is given to the owners and first mortgagees of all lots in the strata titles scheme; and
 - (ii) if the regulations so require, quotations or tenders for the expenditure are submitted to those owners and first mortgagees; and
 - (iii) within 14 days after the requirements in the preceding subparagraphs are met, objection to the proposed expenditure has not been notified in writing to the strata company by the owners or first mortgagees of
 - (I) 25% or more of the lots in the scheme; or
 - (II) lots of which the total unit entitlement is 25% or more of the sum of the unit entitlements of all the lots in the scheme;
 - (c) expenditure required by a court or tribunal or by a notice or order given under a written law to the strata company.
- (7) For subsection (6) (b), if an objection is notified under subsection (6) (b) (iii) by a first mortgagee of a lot, an

objection notified by the owner of that lot must be disregarded.

(8) This section has effect subject to any regulations or scheme by-laws that require a special resolution, resolution without dissent or unanimous resolution or other steps to be taken for expenditure of a particular class.

FINANCIAL REPORTS

Should you have any account queries or questions relating to particular items of the accounts of the strata company, would you please submit your queries in writing either by faxing them to your manager on (9227 5519), emailing to (admin@allstrata.com.au) or by posting to PO Box 511 Mount Lawley WA 6929 at least 3 working days prior to the date of the meeting so that the provision of answers can be supplied prior to the meeting.

ELECTION OF STRATA COUNCIL MEMBERS

A member of the council vacates office as a member of the council 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.

In accordance with Section 136 a corporation is eligible to be an officer of a strata company or a member of the council of a strata company. A corporation may authorise an individual to perform on its behalf a function conferred under this Act on the corporation as an officer of the strata company or as a member of the council and may revoke the authority of an individual so authorised.

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.

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.

Please refer to your schemes registered by-laws for any variations to the above.

PROXY FORMS

Please return the forms at least 3 business days prior to the date of the meeting to allow an attendance register to be prepared prior to the meeting.

Please ensure that if you are unable to attend the meeting that you are represented by a proxy holder or you may nominate your strata manager to vote on your behalf. If you choose to appoint the strata manager, please ensure that you advise of your voting preferences on how you wish to vote on the issues raised.

A proxy form must be filled in if there are co-owners of a lot, even if all co-owners are present at the meeting.

To fill in the proxy form simply name which one of you is going to be the person who is entitled to vote and move motions then both or where there are more than 2 owners of a unit, all sign the proxy form confirming your acceptance of the arrangement.

If none of the co-owners of a unit are able to attend the meeting you may nominate some other person to act as your proxy. A proxy holder need not be an owner. If you are not sure who to elect you may like to consider electing the strata manager as your nominated proxy.

VISITORS

The strata company is not a public company and the meeting is open for owners or their proxy holders only. Owners are reminded that the strata company prefers that visitors not attend the meeting. In the event that you do invite a non-owner please note that the meeting may object to their presence and in that instance they will be asked to leave.

VOTING AND RESOLUTIONS

VOTING

Please note that only financial proprietors may move a motion or cast a vote excepting in the case of a Resolution without Dissent or Unanimous Resolution, which allows non-financial Proprietors to vote. Financial proprietors will be issued with a voting slip to enable the Strata Company to clearly identify those proprietors with voting rights.

Furthermore if there are co-owners of the lot, the co-owners may only cast the vote through jointly appointing a single proxy (who may be 1 of the co-owners).

VOTING AND RESOLUTIONS AS PER STRATA TITLE ACT 1985 (AS AMENDED)

121. VOTING PERIOD

- (1) If a resolution is required to be a unanimous resolution, resolution without dissent or special resolution, the period allowed for voting must be 28 days or, if the regulations specify some other period, that period.
- (2) If a vote on a resolution that is required to be a unanimous resolution, resolution without dissent or special resolution is taken at a general meeting -
 - (a) the voting period opens at the meeting and closes 28 days (or if the regulations specify some other period, that period) after the meeting; and
 - (b) if, for 1 or more lots, there was no-one present at the meeting in person or by proxy who could cast the vote attached to the lot - written notice of the outcome of the vote at the meeting is given to the owner of each such lot; and
 - (c) if the vote for a lot was not cast at a meeting, the vote may be cast by written notice to the strata company before the voting period closes.

122. COUNTING OF VOTES

- (1) Votes are to be counted (and recorded) as follows -
 - (a) for a unanimous resolution or a resolution without dissent, the votes must be counted by the number of votes cast;
 - (b) for a special resolution, the votes must be counted both by the number of votes cast and by the number of unit entitlements of the lots for which votes are cast;
 - (c) for an ordinary resolution, the votes must be counted by the number of votes cast unless any person entitled to cast a vote demands that they be counted by the number of unit entitlements of the lots for which votes are cast, in which case, they must be counted in that manner.
- (2) A demand that a vote be counted by the number of unit entitlements of the lots for which votes are cast can be made -
 - (a) if the vote is being taken at a general meeting, orally or in writing before the resolution is put to the vote; and
 - (b) if the vote is being taken outside of a general meeting, when the vote is cast.
- (3) Such a demand may only be withdrawn by the person who made the demand.

123. RESOLUTIONS

- (1) A resolution of a strata company is a *unanimous resolution* if -
 - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
 - (b) the vote attached to each lot in the scheme is cast in favour of the resolution.
- (2) Subject to subsection (3), a resolution of a strata company is a *resolution without dissent* if -
 - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
 - (b) no vote attached to a lot in the scheme is cast against the resolution.
- (3) For a 2-lot scheme, a resolution is only to be regarded as a *Resolution without dissent* if it is a unanimous resolution.
- (4) Subject to subsections (5) and (6), a resolution of a strata company is a *special resolution* if -
 - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
 - (b) the votes in favour of the resolution equal -
 - (i) when counted by number - not less than 50% of the number of lots in the scheme; and
 - (ii) when counted by unit entitlements - not less than 50% of the unit entitlements of the lots in the scheme; and
 - (c) the votes against the resolution equal -
 - (i) when counted by number - less than 25% of the number of lots in the scheme; and
 - (ii) when counted by unit entitlements - less than 25% of the unit entitlements of the lots in the scheme.
- (5) For a 2-lot scheme, a resolution is only to be regarded as a *special resolution* if it is a unanimous resolution.
- (6) For a 3, 4 or 5-lot scheme, a resolution of the strata company is a *special resolution* if -
 - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
 - (b) the votes in favour of the resolution equal-
 - (i) when counted by number -
 - (I) for a 3-lot scheme - not less than 2; and
 - (II) for a 4-lot scheme - not less than 3; and
 - (III) for a 5-lot scheme - not less than 4; and
 - (ii) when counted by unit entitlements - not less than 50% of the unit entitlements of the lots in the scheme.

- (7) A resolution of a strata company is an *ordinary resolution* if -
 - (a) for a resolution passed other than at a general meeting, 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
 - (b) it is passed when counted as required under section 122 (1) (c) -
 - (i) by number - by more than 50% of the number of lots for which votes are cast; or
 - (ii) by unit entitlements - by more than 50% of the sum of the unit entitlements of the lots in the scheme for which votes are cast.

Note for this subsection:

For an ordinary resolution, the question is determined against the resolution on an equal number of votes whether counted by number or by unit entitlements.

124. Voting by proxy

- (1) An instrument appointing a proxy to cast a vote must be in writing and executed by the appointer or the appointer's attorney.
- (2) Subject to any limitations expressed in the instrument of appointment, the appointment of a proxy is for all general meetings and for all purposes.
- (3) The instrument of appointment of a proxy may limit the appointment -
 - (a) to a specified general meeting or to voting on a specified resolution; or
 - (b) to general meetings held, or votes taken, within a specified period; or
 - (c) to a specified purpose; or
 - (d) in any other specified way.
- (4) A proxy may be, but is not required to be, a member of the strata company.
- (5) The regulations may impose limitations on a strata manager being appointed as a proxy, including limitations as to the number of lot owners or unit entitlements of lots for which a strata manager may be appointed as a proxy.

125. DISQUALIFICATION FROM VOTING AS PROXY

- (1) If a member of a strata company who is an individual and sole owner of a lot is present at a general meeting of the strata company, the member must cast the vote for the lot personally rather than by proxy.
- (2) A person must not vote as a proxy of another person on a resolution relating to the provision of goods, amenity or service to the strata company if the person so voting (the *proxy*) has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service.
- (3) Subsection (2) does not apply if -
 - (a) notice of the proposed resolution included, if applicable, the particulars described in subsection (4); and
 - (b) the instrument appointing the proxy expressly authorises the proxy to vote on the resolution and specifies whether the proxy is to vote for or against it.
- (4) If the resolution relates to the strata company making, varying or extending a strata management contract, the notice of the resolution must specify -
 - (a) the name of the strata manager; and
 - (b) when the proposed contract, or the contract as proposed to be varied or extended (as the case may require) is to start and end; and
 - (c) each proposed variation, if applicable; and
 - (d) the remuneration that is payable under the contract or the way in which the remuneration that is payable under the contract is to be calculated.

126. EXERCISE OF VOTING POWER IN CERTAIN CASES

The entitlement of the owner of a lot to vote on a proposed resolution is subject to the following -

- (a) if the lot is subject to a registered mortgage -
 - (i) the first mortgagee of the lot may, in person or by proxy, cast the vote on behalf of the owner of the lot; and
 - (ii) the owner may cast the vote if the first mortgagee does not do so;
- and
- (b) in any event -
 - (i) if the owner of the lot has not attained 18 years of age, the owner may not cast the vote but the owner's guardian may do so on behalf of the owner; and
 - (ii) if the owner of the lot is, for any reason, unable to control the owner's property, the person who is, for the time being, authorised by law to control the owner's property may cast the vote on behalf of the owner; and
 - (iii) if there are co-owners of the lot, the co-owners may only cast the vote through jointly appointing a single proxy (who may be 1 of the co-owners).

STRATA COMPANY INSURANCE

The Strata Manager is an authorised representative of CHU Underwriting Agencies Pty Ltd (CHU) and Body Corporate Brokers Pty Ltd (BCB) and an authorised distributor of Insurance Australia Limited (WFI) and Strata Community

Insurance Agencies Pty Ltd (Strata Community Insurance).

The Strata Manager is authorised to provide general advice only. General advice about an insurance product does not take into account your personal objectives, financial situation or needs. If you need personal advice about your insurance requirements the Strata Manager will refer you onto Body Corporate Brokers Pty Ltd (BCB).

We recommend that you read the Product Disclosure Statement, Policy Wording and Financial Services Guide to make an informed decision about the insurance policy.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11057877
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of 5 Wallsend Road, Midland Strata Plan 59977 5 Wallsend Road, Midland, WA, 6056
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/05/2024 Expiry Date: 4:00pm on 26/05/2025
INTERMEDIARY	Adapt Risk Solutions Pty Ltd
ADDRESS	5-7 Harper Terrace, South Perth, WA, 6151
DATE OF ISSUE	03/05/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$16,214,930
		Common Area Contents	\$162,149
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$2,432,240
OPTIONAL COVERS		1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$4,864,479
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



The Owners of Strata Scheme 59977
 Foundry Apartments
 5 Wallsend Road
 MIDLAND WA 6056

Minutes of the Annual General Meeting of The Owners of Strata Scheme 59977 held on the 16/08/2023 at the Dome Cafe, 21 Cale Street, Midland at 05:00 PM.

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Josephine Greaves Represented by ASMS/Chairperson
2	2	Yes	Elaine Bubb
4	4	Yes	Longqin Lim Represented by Chairperson
5	5	Yes	Kristy Watson Represented by Mark Salotti
10	10	Yes	Judith Van Der Merwe
14	14	Yes	G & T Zalewski Represented by George Zalewski
18	18	Yes	Richard Woolley
20	20	Yes	Amanda Palmieri Represented by Chairperson
21	21	Yes	Darren Beach Represented by Chairperson
24	24	Yes	Jennifer M Bunter
25	25	Yes	Margaret Crocker & John Crocker Represented by Chairperson
26	26	Yes	Graham Thompson & Anne-Birgitte Brunsgard Jacobsen Represented by Chairperson
38	38	Yes	Mark Salotti & Omar Marshall Represented by Mark Paul Salotti
39	39	Yes	Daniel Timothy Savill Represented by Mark Salotti
43	43	Yes	Samuel J Wyndham

AGENT MANAGER

Kim Bunting - Strata Community Manager - All Strata Management Services

Kim Bunting confirmed that all proxy forms received had been signed in accordance with the requirements of the Strata Titles Act 1985.

1 TIME MEETING COMMENCED

Kim Bunting confirmed that in accordance with Section 130(3) the meeting could not commence at the appointed time of 05:00 PM due to there not being persons present in person or by proxy who were entitled to cast the votes attached to 50% of the lots in the scheme.

Therefore the meeting commenced 30 minutes later, being 5:30 PM and proceeded to business.

2 APPOINTMENT OF MEETING CHAIRPERSON

Resolved that Kim be elected as chairperson of the general meeting.

Proxies held by the Chair and/or All Strata Management Services will vote with the majority of the meeting where specific instructions have not been received.

3 MINUTES (ANNUAL GENERAL MEETING)

Resolved that the minutes of the previous annual general meeting held on **16/08/2022** of The Owners of Strata Scheme 59977 be confirmed as an accurate record of the proceedings of that meeting.

NOTE: With reference to the Minutes dated 16 August 2023, George Zalewski is to be noted as being present at that meeting.

4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **30/06/2023** as included within the notice of meeting be accepted.

5 INSURANCE POLICY DETAILS

Resolved that pursuant to section 127(3)(c) of the Strata Titles Act 1985 that the following insurance details be confirmed:

Policy No.WC11162866
QBE Insurance
Type : Workers Compensation
Broker : Body Corporate Brokers

Premium : \$374.00 Paid on : 12/05/2023 Start : 26/05/2023 Next due : 26/05/2024

Policy No.LNG-STR-20162007
Longitude Insurance
Broker : Body Corporate Brokers

Premium : \$25,140.01 Paid on : 12/05/2023 Start : 26/05/2023 Next due : 26/05/2024

Cover	Sum Insured	Excess	Notes
Building	\$15,442,790.00	\$3,000.00	
Common Contents	\$154,428.00	\$0.00	commercial glass is not covered under this policy y - see management agreement
Public Liability	\$20,000.00.00	\$0.00	
Office Bearers	\$5,000.000.00	\$0.00	
Machinery Breakdown	\$10,000.00	\$0.00	
Fixtures & Improvements	\$250,000.00	\$0.00	
Workers Comp		\$0.00	As Per Act
Flood		\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Loss of Rent	\$2,316,419.00	\$0.00	
Govt. Audit & Legal Expenses	\$25,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Catastrophe	\$4,632,837.00	\$0.00	

Commission paid on the policy was \$3,065.39 and the last valuation was completed on **01/10/2022** and noted a replacement value of **\$14,993,000.00**.

The meeting requested All Strata Management Services obtain two quotes for strata council consideration for the building sum:

\$15 million
\$15.5 million

6 BUILDING INSURER

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees;

- That **Body Corporate Brokers** continue with their appointment as authorised representative for the insurance policy; and
- That at expiry of the existing policy the Council be authorised to choose a preferred insurer based on the recommendations from the broker.
- That the Council of Owners be authorised to raise a special levy for any shortfall between premium amount and budget allocation to be due and payable within 14 days

Note:

7 BUILDING SUM INSURED

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the insurance policy be renewed at the building sum insured as directed by the strata council.

8 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

Resolved that the Council of the Strata Company shall consist of **5** members; and

The following candidates were declared the elected Council until the next Annual General Meeting:

Lot 2 Elaine Bubb

Lot 14 George Zalewski

Lot 18 Richard Woolley

Lot 38 Mark Salotti

Lot 43 Sam Wyndham

and

That **ALL** the members of the Council appointed to receive the financial reports; and

That **George Zalewski** would be the member of the Council appointed as the Strata Company Representative.

9 10 YEAR PLAN

Resolved that the Strata Company agrees to undertake all maintenance that is either outstanding or due to be completed in the financial year as noted in the 10 year plan to comply with Section 91(1)(c); and

- a. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
- c. That the Council be empowered to choose a preferred contractor/quote; and
- d. That All Strata Management be instructed to obtain quotations as directed by the Council of Owners; and
- e. The Reserve Funds Plan be regularly reviewed and updated by the Council of Owners; and
- f. Acknowledge that the Council of Owners will annually review and update the 10 Year Plan of forecasted works and levies.

BY-LAW AMENDMENT DRAFTING AND CONSOLIDATION

- a. Resolved that the Strata Company agrees to commence with the process to amend its by-laws; and
- b. That the Strata Company agrees to engage a qualified professional to draft the by-law, and prepare a consolidated set of by-laws; and
- c. That the Strata Council be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.
- d. That Strata Manager shall be authorised to execute the necessary documents for lodgement at Landgate to effect resolutions passed.

10 BY-LAW AMENDMENT

Resolved that by a Special Resolution the Strata Company agrees to add the following By-law to Schedule 1 Governance By-laws of The Owners of Foundry Apartments Strata Scheme 59977

- (a) repeal Schedule 2 by-law 2 headed Use of Premises; and
- (b) by the same resolution, add the following Conduct by-laws to Schedule 2 of its scheme by-laws (by-law numbering subject to by-law consolidation).

1 Use of Lots

- 1.1 A Commercial Lot owner will only use their Commercial Lot for commercial purposes.

- 1.2 Subject to by-laws 2.1 to 2.5 a Residential Lot owner will only use their Residential Lot as a residence.

2 Leasing of Residential Lots

- 2.1 Unless the prior written consent of the strata company has been obtained, the Owner of a Residential Lot must not allow their Residential Lot to be occupied by any more than 2 people per bedroom.
- 2.2 A Residential Lot Owner may grant a lease or similar occupancy right over its Residential Lot to a residential tenant that use the lot as its settled or usual place of abode.
- 2.3 Any lease or occupancy right granted under by-law 2.2 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless the Residential Lot Owner otherwise satisfied the strata company that the Residential Lot will be used by the tenant as its settled or usual place of abode.
- 2.4 For the avoidance of doubt, a Residential Lot Owner is not entitled to, and will not grant any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.
- 2.5 Without limiting by-law 2.2, if a Residential Lot owner grants a lease, or similar occupancy right over its Residential Lot, the Residential Lot owner will:
- 2.5.1 promptly give the strata company notice of the full name of each tenant and details of the Residential Lot owner's managing agent for its Residential Lot (if any);
- 2.5.2 ensure that the tenant signs a valid lease containing an enforceable covenant to:
- (a) comply with these by-laws and provides the tenant with a copy of the by-laws; and
- (b) the Residential Lot must not, without the prior written consent of the strata company be occupied by any more than 2 people per bedroom; and
- 2.5.3 subject to any by-law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.

3 Conducting a business from Residential Lots

- 3.1 A Residential Lot owner may conduct a business from its lot but only if:
- 3.1.1 the Residential Lot owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
- 3.1.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
- 3.1.3 the conduct of the business does not cause inconvenience to the proprietors of other lots; and
- 3.1.4 the business does not involve:
- (a) any activities that are illegal (as may be from time to time); or
- (b) the manufacture, storage or selling of goods from the Residential Lot.
- 3.1.5 By-law 3.1 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental or short term accommodation).

AT THE TIME OF VOTING 34.88% OF THE PROPRIETORS AND 34% OF THE TOTAL AGGREGATE WERE IN FAVOUR OF THE RESOLUTION AND 0% OF THE PROPRIETORS AND 0% OF THE TOTAL AGGREGATE WERE AGAINST THE RESOLUTION.

This resolution will be passed providing that within 28 days of the meeting votes are not cast against it in writing (by persons entitled to exercise the powers of voting, whether that writing is signed by the person or by another person who at the time of the signing is entitled to exercise the power of voting in place of that person) by 25% of the aggregate unit entitlements of the lots in the scheme; or are not cast by the proprietors of 25% of the lots in the scheme

Resolved that by a Resolution Without Dissent the Strata Company agrees to add the following By-law to Schedule 1 Governance By-laws of The Owners of Foundry Apartments Strata Scheme 59977

Note: the numbering of these by-laws will be updated during consolidation of the by-laws.

INSURANCE EXCESS

1.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

- 1.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
- 1.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
- 1.1.3 to the fixtures and improvements of the owner of that lot; and
- 1.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in by-law 1.1.2, where:
 - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
 - (b) the insurance claim is made by the strata company.

1.2 The responsibility of the owner under by-law 1.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

- 1.2.1 glass (windows, doors, shower screens and mirrors); and
- 1.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

1.3 For all amounts payable as an insurance excess referred to in by-law 1.1 (Excess Costs), the strata company will:

- 1.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
- 1.3.2 levy contributions for the Excess Costs solely on the owner referred to in by-law 1.1 (Respective Owner) in accordance with section 100(1)(c)(ii) of the Act.

1.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

This resolution will only be passed providing that within 28 days after the day of the meeting no vote is cast against it in writing by a person entitled to exercise the powers of voting, whether that writing is signed by the person or by another person who at the time of the signing is entitled to exercise the power of voting in place of that person.

AT THE TIME OF VOTING 34.88% OF THE PROPRIETORS AND 34% OF THE TOTAL AGGREGATE WERE REPRESENTED IN PERSON OR BY PROXY AND NO VOTE WAS CAST AGAINST THE MOTION.

The voting period for a resolution without dissent opens at the general meeting and closes 28 days after the meeting.

BY-LAW ADDITION COSTS RECOVERY BY-LAW

Resolved that by a Resolution without Dissent the Strata Company **agrees** to add the following By-law to Schedule 1 Governance By-laws of **The Owners of Foundry Apartments Strata Scheme 59977**

Note: the numbering of these by-laws will be updated during consolidation of the by-laws.

RECOVERY COSTS

If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies 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.

Costs include, without limitation:

- the strata manager's costs;
- debt recovery costs;
- legal costs and disbursements on a solicitor and own client indemnity basis;
- costs of any consultants and experts; and
- costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.

Legal Proceedings include, without limitation:

- (a) the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State

Administrative Tribunal (SAT), a tribunal or any court;

(b) an application to a court, or any other tribunal:

(i) to recover any amount of money owing to the strata company by an owner; or

(ii) for any other matter;

(c) an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and

(d) an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.

An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.

Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:

- recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;

- recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;

- making good any damage to the common property or personal property of the strata company caused by:

(a) the owner or an occupier of the owner's lot;

(b) an invitee of the owner; or

(c) an invitee of the occupier of the owner's lot;

Remedying a breach of the by-laws or the Act committed by:

(a) the owner; or

(b) an occupier of the owner's lot;

Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;

- all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;

- all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and

- all Legal Proceedings taken by:

(a) an occupier of the owner's lot; or

(b) a mortgagee of the owner's lot,

against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.

The council of the strata company is empowered:

- to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and

- raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in by-law 1.3 in accordance with section 100(1)(c)(ii) of the Act.

The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

This resolution will only be passed providing that within 28 days after the day of the meeting no vote is cast against it in writing by a person entitled to exercise the powers of voting, whether that writing is signed by the person or by another person who at the time of the signing is entitled to exercise the power of voting in place of that person.

AT THE TIME OF VOTING 34.88% OF THE PROPRIETORS AND 34% OF THE TOTAL AGGREGATE WERE REPRESENTED IN PERSON OR BY PROXY AND NO VOTE WAS CAST AGAINST THE MOTION.

The voting period for a resolution without dissent opens at the general meeting and closes 28 days after the meeting.

12 BUDGET

Resolved that the statement of estimated receipts and payments (budget) be adopted.

13 ADMINISTRATIVE FUND CONTRIBUTIONS GST

Resolved that contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$135,740.00 including GST**; and

That contributions be due and payable as follows;

\$31.90 per unit entitlement due in advance on the 01/07/2023; and
\$35.98 per unit entitlement due in advance on the 01/10/2023; and *
\$33.94 per unit entitlement due in advance on the 01/01/2024; and
\$33.94 per unit entitlement due in advance on the 01/04/2024; and

* October levy adjusted to correct shortfall in budget from July levy

New financial year

\$33.94 per unit entitlement due in advance on the 01/07/2024.

and every quarter thereafter until the next Annual General Meeting.

14 RESERVE FUND CONTRIBUTIONS GST

Resolved that contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$6,209.99 including GST**; and

That contributions be due and payable as follows;

\$1.553 per unit entitlement due in advance on the 01/07/2023; and
\$1.553 per unit entitlement due in advance on the 01/10/2023; and
\$1.553 per unit entitlement due in advance on the 01/01/2024; and
\$1.553 per unit entitlement due in advance on the 01/04/2024; and

New financial year

\$1.553 per unit entitlement due in advance on the 01/07/2024.

and every quarter thereafter until the next Annual General Meeting.

**15 OTHER BUSINESS WITH NOTICE
UNIT 39 SHADE CLOTH**

The matter of the shade cloth installed on the balcony without consent of the Strata Company was discussed with it being resolved that All Strata Management Services are to issue breach notices for the removal of the unapproved shade cloth.

The meeting further requested that a Contravention Notice be issued if no action is taken by the owner on receipt of the breach notices.

16 OTHER BUSINESS

Resolved that there being no further business that could legally be brought forward in accordance with the Strata Titles Act 1985 and the registered bylaws, an invitation was extended to those present to raise any items of business without notice.

ITEMS OF DISCUSSION

ROOF STACKS

The meeting requested All Strata Management Services forward the invoice for the last roof stack repair to the strata council.

The meeting requested All Strata Management Services obtain one quote for a roof inspection for consideration.

CARP ARK ROOF SHADE SAILS

The meeting requested All Strata Management Services obtain one quote for replacement of the shade sails for consideration at the 2024 AGM.

CLEANING

The meeting requested All Strata Management Services to forward the current scope of works to the strata council. Sam Wyndham (COO Member) will also arrange a meeting on site with the cleaning contractor.

RUBBISH/RUBBISH BAGS

The meeting requested All Strata Management Services issue a reminder to residents.

UNIT 42

The meeting requested All Strata Management Services contact the owner/property manager regarding the large unapproved dog that is residing at the unit and security at the property.

TOP FLOOR UNITS - FIRE SEPARATION

Unit 43 to advise strata council if there are "fire separations" within the roof space above the unit.

17 CLOSURE

Resolved that with no further business, Kim Bunting thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 7:30PM.

ANNUAL REPORTS

for the financial year to 30/06/2024

Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056

Manager: Kim Bunting

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Balance Sheet

As at 30/06/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND
 WA 6056

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	40,275.27
Owners Equity--Admin	1,364.42
	<u>41,639.69</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	2,291.23
Owners Equity--Sinking	44,616.29
	<u>46,907.52</u>
Net owners' funds	<u>\$88,547.21</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	65,363.55
Receivable--Levies--Admin	43.27
Receivable--Owners--Admin	194.00
	<u>65,600.82</u>
Sinking Fund	
Cash at Bank--Sinking	48,235.17
Receivable--Levies--Sinking	1.98
	<u>48,237.15</u>
Unallocated Money	
Cash at Bank--Unallocated	711.50
	<u>711.50</u>
Total assets	<u>114,549.47</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(981.67)
Prepaid Levies--Admin	24,942.80
	<u>23,961.13</u>
Sinking Fund	
Creditor--GST--Sinking	187.88
Prepaid Levies--Sinking	1,141.75
	<u>1,329.63</u>
Unallocated Money	
Prepaid Levies--Unallocated	711.50
	<u>711.50</u>
Total liabilities	<u>26,002.26</u>
Net assets	<u>\$88,547.21</u>

Income & Expenditure Statement for the financial year to 30/06/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND
WA 6056

Administrative Fund

	Current period 01/07/2023-30/06/2024	Annual budget 01/07/2023-30/06/2024	Variance (\$)
Revenue			
Interest on Arrears--Admin	33.91	0.00	33.91
Levies Due--Admin	123,403.28	123,400.00	3.28
Recovery--Breach Notices	88.00	0.00	88.00
Recovery--Owner	8,026.90	0.00	8,026.90
Remotes/Key purchase	1,490.90	0.00	1,490.90
<i>Total revenue</i>	133,042.99	123,400.00	9,642.99
Less expenses			
Admin--Additional Duties - ASMS	720.00	600.00	120.00
Admin--Agent Disburst-- Contract	2,072.76	2,072.76	0.00
Admin--BAS and IAS Lodgment - Accountant	290.92	400.00	(109.08)
Admin--Company Tax Return - Accountant	90.91	100.00	(9.09)
Admin--Executive Committee Expenses	184.00	500.00	(316.00)
Admin--Management Fees--Standard	11,727.24	11,727.24	0.00
Admin--Meeting Fee	160.00	160.00	0.00
Admin--Owner Recovery Charges	166.36	0.00	166.36
Insurance--Premiums	21,520.25	25,000.00	(3,479.75)
Maint Bldg--Cleaning	9,820.00	16,000.00	(6,180.00)
Maint Bldg--Electrical	783.00	3,000.00	(2,217.00)
Maint Bldg--Fire Protection	1,366.04	6,000.00	(4,633.96)
Maint Bldg--Fire Protection--Contract	2,671.38	2,700.00	(28.62)
Maint Bldg--Gate Repairs/Maintenance	1,295.00	2,000.00	(705.00)
Maint Bldg--General Repairs	6,024.09	12,500.00	(6,475.91)
Maint Bldg--Insurance Repairs	0.00	3,000.00	(3,000.00)
Maint Bldg--Legal--By-Laws Consolidation	1,275.05	0.00	1,275.05
Maint Bldg--Lift Maintenance	7,003.86	7,000.00	3.86
Maint Bldg--Owner Recovery Invoices	8,044.18	0.00	8,044.18
Maint Bldg--Pest Control	723.55	800.00	(76.45)
Maint Bldg--Plumbing & Drainage	454.55	5,000.00	(4,545.45)
Maint Bldg--Security Keys/Remotes	1,837.20	0.00	1,837.20
Maint Grounds--Groundsman	3,825.00	3,900.00	(75.00)
Maint Grounds--Lawns & Gardening	0.00	500.00	(500.00)
Utility--Electricity	1,720.72	2,700.00	(979.28)
Utility--Electricity Sub Meters	1,584.00	1,600.00	(16.00)
Utility--Water & Sewerage	7,407.66	15,000.00	(7,592.34)
<i>Total expenses</i>	92,767.72	122,260.00	(29,492.28)

Administrative Fund

	Current period 01/07/2023-30/06/2024	Annual budget 01/07/2023-30/06/2024	Variance (\$)
Surplus/Deficit	40,275.27	1,140.00	39,135.27
Opening balance	1,364.42	1,364.42	0.00
Closing balance	\$41,639.69	\$2,504.42	\$39,135.27

Sinking Fund

	Current period	Annual budget	Variance
	01/07/2023-30/06/2024	01/07/2023-30/06/2024	(\$)
Revenue			
Interest on Arrears--Reserve Fund	1.55	0.00	1.55
Levies Due--Reserve Fund	5,649.68	5,645.45	4.23
<i>Total revenue</i>	5,651.23	5,645.45	5.78
Less expenses			
Maint Bldg--Gate Works	3,360.00	4,000.00	(640.00)
<i>Total expenses</i>	3,360.00	4,000.00	(640.00)
Surplus/Deficit	2,291.23	1,645.45	645.78
Opening balance	44,616.29	44,616.29	0.00
Closing balance	\$46,907.52	\$46,261.74	\$645.78

Levy Positions - Complete for the financial year to 30/06/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2024	2,986.40	3,733.00	0.00	746.60	0.00	0.00	0.00	0.00	0.00	0.00	271.48
2	2	30/09/2024	2,986.40	3,733.00	0.00	746.60	0.00	0.00	0.00	0.00	0.00	0.00	271.48
3	3	30/09/2024	2,986.40	3,733.00	0.00	746.60	0.00	0.00	0.00	0.00	0.00	0.00	271.48
4	4	30/09/2024	2,172.00	2,172.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	197.44
5	5	30/09/2024	3,800.80	4,751.00	0.00	950.20	0.00	0.00	0.00	0.00	0.00	0.00	345.52
6	6	30/09/2024	2,986.40	3,733.00	0.00	746.60	0.00	0.00	0.00	0.00	0.00	0.00	271.48
7	7	30/09/2024	2,986.40	2,986.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	271.48
8	8	30/09/2024	2,986.40	3,733.00	0.00	746.60	0.00	0.00	0.00	0.00	0.00	0.00	271.48
9	9	30/09/2024	2,714.80	3,393.50	0.00	678.70	0.00	0.00	0.00	0.00	0.00	0.00	246.80
10	10	30/09/2024	3,529.40	4,411.75	0.00	882.35	0.00	0.00	0.00	0.00	0.00	0.00	320.84
11	11	30/09/2024	3,529.40	3,529.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.22	320.84
12	12	30/09/2024	3,529.40	4,411.75	0.00	882.35	0.00	0.00	0.00	0.00	0.00	0.00	320.84
13	13	30/09/2024	2,172.00	2,172.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	197.44
14	14	30/09/2024	2,307.60	2,884.50	0.00	576.90	0.00	0.00	0.00	0.00	0.00	0.00	209.80
15	15	30/06/2024	2,307.60	2,307.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	209.80
16	16	30/09/2024	3,529.40	4,411.75	0.00	882.35	0.00	0.00	0.00	0.00	0.00	0.00	320.84
17	17	30/09/2024	3,529.40	3,529.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	320.84
18	18	30/06/2024	2,850.60	2,850.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	259.16
19	19	30/09/2024	3,529.40	4,411.75	0.00	882.35	0.00	0.00	0.00	0.00	0.00	0.00	320.84
20	20	30/09/2024	3,529.40	4,411.75	0.00	882.35	0.00	0.00	0.00	0.00	0.00	0.00	320.84

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
21	21	30/09/2024	2,307.60	2,884.50	0.00	576.90	0.00	0.00	0.00	0.00	0.00	0.00	209.80
22	22	30/09/2024	2,714.80	3,393.50	0.00	678.70	0.00	0.00	0.00	0.00	0.00	0.00	246.80
23	23	30/09/2024	3,122.00	3,902.50	0.00	780.50	0.00	0.00	0.00	0.00	0.00	0.00	283.80
24	24	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
25	25	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
26	26	30/09/2024	3,393.60	4,242.00	0.00	848.40	0.00	0.00	0.00	0.00	0.00	0.00	308.52
27	27	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
28	28	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
29	29	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
30	30	30/09/2024	2,172.00	2,715.00	0.00	543.00	0.00	0.00	0.00	0.00	0.00	0.00	197.44
31	31	30/09/2024	2,579.20	2,579.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234.48
32	32	30/09/2024	2,443.40	3,054.25	0.00	610.85	0.00	0.00	0.00	0.00	0.00	0.00	222.12
33	33	30/09/2024	3,665.00	3,665.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	333.20
34	34	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
35	35	30/09/2024	3,122.00	3,902.50	0.00	780.50	0.00	0.00	0.00	0.00	0.00	0.00	283.80
36	36	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
37	37	30/09/2024	3,665.00	4,581.25	0.00	916.25	0.00	0.00	0.00	0.00	0.00	0.00	333.20
38	38	30/09/2024	2,579.20	3,224.00	0.00	644.80	0.00	0.00	0.00	0.00	0.00	0.00	234.48
39	39	30/06/2024	2,850.60	2,807.33	43.27	0.00	0.00	0.00	0.00	0.00	0.00	16.57	259.16
40	40	30/09/2024	3,257.80	4,072.25	0.00	814.45	0.00	0.00	0.00	0.00	0.00	0.00	296.16
41	41	30/09/2024	3,936.60	4,920.75	0.00	984.15	0.00	0.00	0.00	0.00	0.00	0.00	357.88
42	42	30/06/2024	3,800.80	3,800.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	345.52
43	43	30/06/2024	3,529.40	3,529.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	320.84

Administrative Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
			135,743.60	160,643.13	43.27	24,942.80	0.00	0.00	0.00	0.00	0.00	34.79	12,340.32
		Due Excl. GST	123,403.28				0.00						

Sinking Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2024	136.75	170.90	0.00	34.15	0.00	0.00	0.00	0.00	0.00	0.00	12.43
2	2	30/09/2024	136.75	170.90	0.00	34.15	0.00	0.00	0.00	0.00	0.00	0.00	12.43
3	3	30/09/2024	136.75	170.90	0.00	34.15	0.00	0.00	0.00	0.00	0.00	0.00	12.43
4	4	30/09/2024	99.40	99.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.04
5	5	30/09/2024	174.00	217.50	0.00	43.50	0.00	0.00	0.00	0.00	0.00	0.00	15.80
6	6	30/09/2024	136.75	170.90	0.00	34.15	0.00	0.00	0.00	0.00	0.00	0.00	12.43
7	7	30/09/2024	136.75	136.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.43
8	8	30/09/2024	136.75	170.90	0.00	34.15	0.00	0.00	0.00	0.00	0.00	0.00	12.43
9	9	30/09/2024	124.20	155.25	0.00	31.05	0.00	0.00	0.00	0.00	0.00	0.00	11.28
10	10	30/09/2024	161.60	202.00	0.00	40.40	0.00	0.00	0.00	0.00	0.00	0.00	14.68
11	11	30/09/2024	161.60	161.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79	14.68
12	12	30/09/2024	161.60	202.00	0.00	40.40	0.00	0.00	0.00	0.00	0.00	0.00	14.68
13	13	30/09/2024	99.40	99.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.04
14	14	30/09/2024	105.60	132.00	0.00	26.40	0.00	0.00	0.00	0.00	0.00	0.00	9.60
15	15	30/06/2024	105.60	105.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.60
16	16	30/09/2024	161.60	202.00	0.00	40.40	0.00	0.00	0.00	0.00	0.00	0.00	14.68
17	17	30/09/2024	161.60	161.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.68
18	18	30/06/2024	130.40	130.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.84
19	19	30/09/2024	161.60	202.00	0.00	40.40	0.00	0.00	0.00	0.00	0.00	0.00	14.68
20	20	30/09/2024	161.60	202.00	0.00	40.40	0.00	0.00	0.00	0.00	0.00	0.00	14.68
21	21	30/09/2024	105.60	132.00	0.00	26.40	0.00	0.00	0.00	0.00	0.00	0.00	9.60
22	22	30/09/2024	124.20	155.25	0.00	31.05	0.00	0.00	0.00	0.00	0.00	0.00	11.28
23	23	30/09/2024	143.00	178.75	0.00	35.75	0.00	0.00	0.00	0.00	0.00	0.00	13.00
24	24	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
25	25	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
26	26	30/09/2024	155.40	194.25	0.00	38.85	0.00	0.00	0.00	0.00	0.00	0.00	14.12
27	27	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24

Sinking Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
28	28	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
29	29	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
30	30	30/09/2024	99.40	124.25	0.00	24.85	0.00	0.00	0.00	0.00	0.00	0.00	9.04
31	31	30/09/2024	118.00	118.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.72
32	32	30/09/2024	111.80	139.75	0.00	27.95	0.00	0.00	0.00	0.00	0.00	0.00	10.16
33	33	30/09/2024	167.80	167.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.24
34	34	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
35	35	30/09/2024	143.00	178.75	0.00	35.75	0.00	0.00	0.00	0.00	0.00	0.00	13.00
36	36	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
37	37	30/09/2024	167.80	209.75	0.00	41.95	0.00	0.00	0.00	0.00	0.00	0.00	15.24
38	38	30/09/2024	118.00	147.50	0.00	29.50	0.00	0.00	0.00	0.00	0.00	0.00	10.72
39	39	30/06/2024	130.40	128.42	1.98	0.00	0.00	0.00	0.00	0.00	0.00	0.76	11.84
40	40	30/09/2024	149.20	186.50	0.00	37.30	0.00	0.00	0.00	0.00	0.00	0.00	13.56
41	41	30/09/2024	180.20	225.25	0.00	45.05	0.00	0.00	0.00	0.00	0.00	0.00	16.40
42	42	30/06/2024	174.00	174.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.80
43	43	30/06/2024	161.60	161.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.68
			6,214.30	7,354.07	1.98	1,141.75	0.00	0.00	0.00	0.00	0.00	1.55	564.62
Due Excl. GST			5,649.68				0.00						

Unallocated Money Fund								
Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
23	23	711.50						
Total unallocated money		711.50						

Aged Arrears List

The Owners of Strata Scheme 59977

Lot	Unit	Name	Balance	Prepaid	Interest	Current	30+ days	60+ days	90+ days	120+ days	Last debt recovery
15	15	Will Liam Stevenson	603.30	0.00	0.00	603.30	0.00	0.00	0.00	0.00	
18	18	Richard Austin Woolley	745.25	0.00	0.00	745.25	0.00	0.00	0.00	0.00	
39	39	Daniel Timothy Savill	384.50	0.00	0.00	384.50	0.00	0.00	0.00	0.00	21/06/2024
42	42	Ann Maree McKellar	993.70	0.00	0.00	993.70	0.00	0.00	0.00	0.00	
43	43	Samuel James Wyndham	922.75	0.00	0.00	922.75	0.00	0.00	0.00	0.00	
			3,649.50	0.00	0.00	3,649.50	0.00	0.00	0.00	0.00	

Detailed Expenses for the financial year from 01/07/2023 to 30/06/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Administrative Fund

Admin--Additional Duties - ASMS 151600

17/08/2023	AGM additional time 16/8/23	All Strata Management	160.00	Paid	DE	59977	044311
17/08/2023	Management/sales of keys/devices	All Strata Management	80.00	Paid	DE	59977	044311
19/09/2023	Preparation of BAS period 1/7/23 to 30/9/23		120.00		Jnl	9213	
31/01/2024	Preparation of BAS period 1/10/23 to 31/12/23	All Strata Management	120.00	Paid	DE		046877
25/03/2024	Preparation of BAS period 1/1/24 to 31/3/24	All Strata Management	120.00	Paid	DE		047745
11/06/2024	Preparation of BAS period 1/4/24 to 30/6/24	All Strata Management	120.00	Paid	DE		049013

\$720.00

Admin--Agent Disburst-- Contract 153801

02/07/2023	Disbursements - Contract July 2023	All Strata Management	172.73	Paid	DE		043569
01/08/2023	Disbursements - Contract August 2023	All Strata Management	172.73	Paid	DE		044036
01/09/2023	Disbursements - Contract September 2023	All Strata Management	172.73	Paid	DE		044542
02/10/2023	Disbursements - Contract October 2023	All Strata Management	172.73	Paid	DE		045034
01/11/2023	Disbursements - Contract November 2023	All Strata Management	172.73	Paid	DE		045545
01/12/2023	Disbursements - Contract December 2023	All Strata Management	172.73	Paid	DE		046026
01/01/2024	Disbursements - Contract January 2024	All Strata Management	172.73	Paid	DE		046415
01/02/2024	Disbursements - Contract February 2024	All Strata Management	172.73	Paid	DE		046877
01/03/2024	Disbursements - Contract March 2024	All Strata Management	172.73	Paid	DE		047343
01/04/2024	Disbursements - Contract April 2024	All Strata Management	172.73	Paid	DE		047840
01/05/2024	Disbursements - Contract May 2024	All Strata Management	172.73	Paid	DE		048352
02/06/2024	Disbursements - Contract June 2024	All Strata Management	172.73	Paid	DE		048910

\$2,072.76

Admin--BAS and IAS Lodgment - Accountant 150850

12/07/2023	Lodgment of BAS period 1/4/23 to 30/6/23	C. Pope & Associates	72.73	Paid	DE	336	043771
19/09/2023	Preparation of BAS period 1/7/23 to 30/9/23	All Strata Management	120.00	Paid	DE	59977	044822
19/09/2023	Preparation of BAS period 1/7/23 to 30/9/23		(120.00)		Jnl	9213	
10/10/2023	Lodgment of BAS period 1/7/23 to 30/9/23	C. Pope & Associates	72.73	Paid	DE	336	045239
18/01/2024	Lodgment of BAS period 1/10/23 to 31/12/23	C. Pope & Associates	72.73	Paid	DE	336	046694
09/04/2024	Lodgment of BAS period 1/1/24 to 31/3/24	C. Pope & Associates	72.73	Paid	DE	336	048039

\$290.92

Admin--Company Tax Return - Accountant 150900

15/09/2023	Lodgment of 2022/2023 Company Tax Return	C. Pope & Associates	90.91	Paid	DE	336	044831
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\$90.91

Admin--Executive Committee Expenses 152000

25/03/2024	Purchase of printer cartridge	George Zalewski	184.00	Paid	DE	59977	047758
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\$184.00

The Owners of Strata Scheme 59977**Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056**

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Admin--Legal & Debt Collection Fees 153200							
24/08/2023	Lot 39: Debt recovery Stage 2		(10.00)		Ow.Inv		
18/09/2023	Final Demand Notices September 2023	All Strata Management	10.00	Paid	DE		044822
24/11/2023	Lot 11: Debt recovery Stage 2		(10.00)		Ow.Inv		
15/12/2023	Final Demand Notices December 2023	All Strata Management	10.00	Paid	DE		046272
23/02/2024	Lot 39: Debt recovery Stage 2		(10.00)		Ow.Inv		
15/03/2024	Final Demand Notices March 2024	All Strata Management	10.00	Paid	DE		047555
15/03/2024	Lot 39: Debt recovery Stage 3		(30.00)		Ow.Inv		
19/04/2024	Debt Collection Management April 2024	All Strata Management	30.00	Paid	DE		048149
21/05/2024	Lot 39: Debt recovery Stage 2		(10.00)		Ow.Inv		
21/05/2024	Lot 42: Debt recovery Stage 2		(10.00)		Ow.Inv		
10/06/2024	Lot 39: Debt recovery Stage 3		(30.00)		Ow.Inv		
18/06/2024	Debt Collection Management June 2024	All Strata Management	30.00	Paid	DE		049141
18/06/2024	Final Demand Notices June 2024	All Strata Management	20.00	Paid	DE		049141
			\$0.00				
Admin--Management Fees--Standard 154000							
02/07/2023	Standard Management Fee July 2023	All Strata Management	977.27	Paid	DE		043569
01/08/2023	Standard Management Fee August 2023	All Strata Management	977.27	Paid	DE		044036
01/09/2023	Standard Management Fee September 2023	All Strata Management	977.27	Paid	DE		044542
02/10/2023	Standard Management Fee October 2023	All Strata Management	977.27	Paid	DE		045034
01/11/2023	Standard Management Fee November 2023	All Strata Management	977.27	Paid	DE		045545
01/12/2023	Standard Management Fee December 2023	All Strata Management	977.27	Paid	DE		046026
01/01/2024	Standard Management Fee January 2024	All Strata Management	977.27	Paid	DE		046415
01/02/2024	Standard Management Fee February 2024	All Strata Management	977.27	Paid	DE		046877
01/03/2024	Standard Management Fee March 2024	All Strata Management	977.27	Paid	DE		047343
01/04/2024	Standard Management Fee April 2024	All Strata Management	977.27	Paid	DE		047840
01/05/2024	Standard Management Fee May 2024	All Strata Management	977.27	Paid	DE		048352
02/06/2024	Standard Management Fee June 2024	All Strata Management	977.27	Paid	DE		048910
			\$11,727.24				
Admin--Meeting Fee 154200							
17/08/2023	After hours AGM 16/8/23	All Strata Management	160.00	Paid	DE	59977	044311
			\$160.00				
Admin--Owner Recovery Charges 154800							
20/07/2023	Lot 36 Supply of documentation	All Strata Management	50.00	Paid	DE	36/59977	043874
17/08/2023	Lot 24 Registered mail of remote	All Strata Management	18.18	Paid	DE	24/59977	044311
22/08/2023	Lot 29 Issue of breach notice	All Strata Management	80.00	Paid	DE	29/59977	044428
05/02/2024	Lot 5 Registered mail of remote	All Strata Management	18.18	Paid	DE		046956
29/02/2024	Lot 37 Registered mail of remote	All Strata Management	18.18	Paid	DE		047343
01/03/2024	Lot 37: Registered mail of remote		(18.18)		Ow.Inv		
			\$166.36				
Insurance--Premiums 159100							
02/05/2024	Strata insurance for period 26/5/24 to 26/5/25	Adapt Risk Solutions	21,520.25	Paid	DE	SP59977	048494
			\$21,520.25				
Maint Bldg--Cleaning 163000							

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
18/12/2023	Cleaning maintenance to 26/11/23	Paul Clarke Property	7,670.00	Paid	DE	888	046369
11/01/2024	Cleaning maintenance to 7/1/24	Paul Clarke Property	1,770.00	Paid	DE	893	046604
08/04/2024	Cleaning of carpark windows	Blue Yonder Access	380.00	Paid	DE	2628	047973
			\$9,820.00				
Maint Bldg--Electrical 164800							
10/08/2023	Repair faulty sensor and Emergency light	Midway Electrical Services	623.00	Paid	DE	10999	044243
05/10/2023	Investigate lights staying on, reset main switch	Midway Electrical Services	160.00	Paid	DE	11048	045148
			\$783.00				
Maint Bldg--Fire Protection 165800							
31/08/2023	Replace faulty Exit lights	Firesafe Service &	666.30	Paid	DE	18096	044554
05/10/2023	Supply, install fire extinguisher	Firesafe Service &	199.74	Paid	DE	19085	045125
21/06/2024	Replacement of fire extinguishers	Swan Fire Services	500.00	Paid	DE	7061	049234
			\$1,366.04				
Maint Bldg--Fire Protection--Contract 165801							
27/07/2023	Fire services for July 2023	Firesafe Service &	220.71	Paid	DE	17208	043988
24/08/2023	Fire services for August 2023	Firesafe Service &	220.71	Paid	DE	17865	044438
26/09/2023	Fire services for September 2023	Firesafe Service &	220.71	Paid	DE	18664	044949
20/10/2023	Fire services for October 2023	Firesafe Service &	220.71	Paid	DE	19357	045343
21/11/2023	Fire services for November 2023	Firesafe Service &	220.71	Paid	DE	44	045882
07/12/2023	Fire services for December 2023	Firesafe Service &	220.71	Paid	DE	20762	046160
25/01/2024	Fire services for January 2024	Firesafe Service &	220.71	Paid	DE	21773	046800
27/02/2024	Fire services for February 2024	Firesafe Service &	220.71	Paid	DE	22665	047301
21/03/2024	Fire services for March 2024	Firesafe Service &	220.71	Paid	DE	23275	047690
29/04/2024	Fire services for April 2024	Swan Fire Services	228.33	Paid	DE	6772	048335
28/05/2024	Fire services for May 2024	Swan Fire Services	228.33	Paid	DE	6888	048822
20/06/2024	Fire services for June 2024	Swan Fire Services	228.33	Paid	DE	7059	049234
			\$2,671.38				
Maint Bldg--Gate Repairs/Maintenance 167600							
31/08/2023	Six monthly service of automatic gate	Progate Automation	250.00	Paid	DE	102865	044581
07/05/2024	Six monthly service of automatic gate	Progate Automation	250.00	Paid	DE	103001	048479
07/05/2024	Repairs to pedestrian gate	Progate Automation	795.00	Paid	DE	103005	048479
			\$1,295.00				
Maint Bldg--General Repairs 167200							
25/07/2023	Repairs to intercom button	Techwest	160.00	Paid	DE	1032345	043960
25/07/2023	Unit 40 Seal, paint water damaged ceiling	Precise Building Solutions	687.00	Paid	DE	18632	043952
26/10/2023	Unit 37 Roof leak repairs	Smart Building Specialists	390.00	Paid	DE	10332	045477
30/11/2023	Unit 24 Repair intercom fault	Techwest	490.75	Paid	DE	1033016	046074
18/01/2024	Install new lock to bin storage door	Handyman Services - S	205.00	Paid	DE	1383	046706
12/02/2024	Window cleaning maintenance	ICU Window Cleaning	450.00	Paid	DE	2536	047091
13/02/2024	Intercom repairs	Techwest	555.34	Paid	DE	1033397	047110
29/02/2024	Unit 28 Replace dektites to roof	Precise Building Solutions	1,677.00	Paid	DE	20141	047384
08/03/2024	Unit 37 Roof leak repairs	Smart Building Specialists	319.00	Paid	DE	10809	047495
14/03/2024	Straighten and reinstall 3 stairwell rail bars	Handyman Services - S	200.00	Paid	DE	1419	047576
02/05/2024	Repairs to garage entry awning	Sunrise Roofing	800.00	Paid	DE	1028	048426

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
06/05/2024	Trades monitoring 1/5/24 to 30/4/25	Trades Monitor	90.00	Paid	DE	59977	048487
			\$6,024.09				
Maint Bldg--Legal--By-Laws Consolidation 170150							
07/07/2023	Professional services: By-Law Consolidation	Lavan Legal	420.00	Paid	DE	709258	043687
03/10/2023	Professional services: By-Law Consolidation	Lavan Legal	504.55	Paid	DE	713058	045074
26/10/2023	Administration of by-law consolidation	All Strata Management	320.00	Paid	DE	59977	045441
26/10/2023	By-Law search	Landgate	30.50	Paid	DE	65745488	045461
			\$1,275.05				
Maint Bldg--Lift Maintenance 170200							
11/09/2023	Lift maintenance for period 1/7/23 to 30/9/23	TK Elevator Group	1,741.02	Paid	DE	8067203568	044755
12/12/2023	Lift maintenance for period 1/10/23 to 31/12/23	TK Elevator Group	1,754.28	Paid	DE	8067211342	046257
14/03/2024	Lift maintenance for period 1/1/24 to 31/3/24	TK Elevator Group	1,754.28	Paid	DE	8067219214	047613
11/06/2024	Lift maintenance for period 1/4/24 to 30/6/24	TK Elevator Group	1,754.28	Paid	DE	8067226989	049068
			\$7,003.86				
Maint Bldg--Owner Recovery Invoices 171500							
03/07/2023	Lot 36 Water damage repairs to unit below	Precise Building Solutions	596.00	Paid	DE	17908	043630
12/07/2023	Unit 40 Roof leak repairs	Precise Building Solutions	428.00	Paid	DE	18632A	043801
27/07/2023	Unit 40 Collect key, investigate power fault	Midway Electrical Services	335.00	Paid	DE	10995	044005
08/09/2023	Unit 36 Water damage repairs to Unit 19	Handyman Services - S	400.00	Paid	DE	1309	044667
18/09/2023	Unit 19 Toilet leak investigation works	Emerald Plumbing & Gas	168.18	Paid	DE	26639	044837
10/10/2023	Unit 27 Investigate water leak to unit below	Precise Building Solutions	1,896.00	Paid	DE	18083	045210
15/01/2024	Unit 17 Call out to fire alarm 5/1/24	Firesafe Service &	240.00	Paid	DE		046645
09/02/2024	Unit 15 Investigate water leak into Unit 5	Precise Building Solutions	752.00	Paid	DE	20237A	047052
04/04/2024	Unit 15 Replace section of water dmg ceiling	Precise Building Solutions	2,674.00	Paid	DE	20237	047939
16/04/2024	Unit 39 Repair storeroom door & lock	Handyman Services - S	150.00	Paid	DE	1441	048113
09/05/2024	Unit 42 Water damage repairs to Unit 25	Handyman Services - S	405.00	Paid	DE	1467	048507
			\$8,044.18				
Maint Bldg--Pest Control 172000							
31/07/2023	Annual termite inspection	Maxwell Robinson & Phelps	723.55	Paid	DE	120605	044064
			\$723.55				
Maint Bldg--Plumbing & Drainage 172200							
05/09/2023	Annual backflow device testing	Emerald Plumbing & Gas	254.55	Paid	DE	26612	044616
15/03/2024	Unit 25 Investigate water ingress	Emerald Plumbing & Gas	200.00	Paid	DE	27177	047570
			\$454.55				
Maint Bldg--Security Keys/Remotes 173200							
24/08/2023	Supply, program new remotes	Techwest	977.20	Paid	DE	1032347	044471
16/02/2024	Supply, program new remotes	Techwest	860.00	Paid	DE	1033410	047170
			\$1,837.20				
Maint Grounds--Groundsman 176200							
06/07/2023	Groundsman duties to 27/6/23	Elaine Bubb	75.00	Paid	DE	253	043672
06/07/2023	Groundsman duties to 4/7/23	Elaine Bubb	75.00	Paid	DE	254	043672
14/07/2023	Groundsman duties to 11/7/23	Elaine Bubb	75.00	Paid	DE	255	043777
31/07/2023	Groundsman duties to 25/7/23	Elaine Bubb	75.00	Paid	DE	257	044050
31/07/2023	Groundsman duties to 18/7/23	Elaine Bubb	75.00	Paid	DE	256	044050

The Owners of Strata Scheme 59977**Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056**

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
14/08/2023	Groundsman duties to 1/8/23	Elaine Bubb	75.00	Paid	DE	258	044273
14/08/2023	Groundsman duties to 8/8/23	Elaine Bubb	75.00	Paid	DE	259	044273
22/08/2023	Groundsman duties to 15/8/23	Elaine Bubb	75.00	Paid	DE	260	044387
25/08/2023	Groundsman duties to 22/8/23	Elaine Bubb	75.00	Paid	DE	261	044435
04/09/2023	Groundsman duties to 29/8/23	Elaine Bubb	75.00	Paid	DE	262	044615
11/09/2023	Groundsman duties to 5/9/23	Elaine Bubb	75.00	Paid	DE	263	044717
18/09/2023	Groundsman duties to 12/9/23	Elaine Bubb	75.00	Paid	DE	264	044836
21/09/2023	Groundsman duties to 19/9/23	Elaine Bubb	75.00	Paid	DE	265	044896
02/10/2023	Groundsman duties to 26/9/23	Elaine Bubb	75.00	Paid	DE	266	045056
10/10/2023	Groundsman duties to 3/10/23	Elaine Bubb	75.00	Paid	DE	267	045189
19/10/2023	Groundsman duties to 17./10/23	Elaine Bubb	75.00	Paid	DE	269	045339
19/10/2023	Groundsman duties to 10/10/23	Elaine Bubb	75.00	Paid	DE	268	045339
31/10/2023	Groundsman duties to 24/10/23	Elaine Bubb	75.00	Paid	DE	270	045504
10/11/2023	Groundsman duties to 31/10/23	Elaine Bubb	75.00	Paid	DE	271	045693
10/11/2023	Groundsman dutiese to 7/11/23	Elaine Bubb	75.00	Paid	DE	272	045693
27/11/2023	Groundsmsn duties to 21/11/23	Elaine Bubb	75.00	Paid	DE	274	045966
27/11/2023	Groundsman duties to 14/11/23	Elaine Bubb	75.00	Paid	DE	273	045966
07/12/2023	Groundsman duties to 28/11/23	Elaine Bubb	75.00	Paid	DE	275	046157
12/12/2023	Groundsman duties to 5/12/23	Elaine Bubb	75.00	Paid	DE	276	046219
20/12/2023	Groundsman duties to 12/12/23	Elaine Bubb	75.00	Paid	DE	277	046403
20/12/2023	Groundsman duties to 19/12/23	Elaine Bubb	75.00	Paid	DE	278	046403
06/01/2024	Groundsman duties to 26/12/23	Elaine Bubb	75.00	Paid	DE	279	046448
11/01/2024	Groundsman duties to 9/1/24	Elaine Bubb	75.00	Paid	DE	281	046583
11/01/2024	Groundsman duties to 2/1/24	Elaine Bubb	75.00	Paid	DE	280	046583
25/01/2024	Groundsman duties to 16/1/24	Elaine Bubb	75.00	Paid	DE	282	046797
25/01/2024	Groundsman duties to 23/1/24	Elaine Bubb	75.00	Paid	DE	283	046797
08/02/2024	Groundsman duties to 30/1/24	Elaine Bubb	75.00	Paid	DE	284	047014
13/02/2024	Groundsman duties to 6/2/24	Elaine Bubb	75.00	Paid	DE	285	047080
22/02/2024	Groundsman duties to 20/2/24	Elaine Bubb	75.00	Paid	DE	287	047242
08/03/2024	Groundsman duties to 27/2/24	Elaine Bubb	75.00	Paid	DE	288	047458
08/03/2024	Groundsman duties to 5/3/24	Elaine Bubb	75.00	Paid	DE	289	047458
21/03/2024	Groundsman duties to 12/3/24	Elaine Bubb	75.00	Paid	DE	290	047685
28/03/2024	Groundsman duties to 19/3/24	Elaine Bubb	75.00	Paid	DE	291	047801
28/03/2024	Groundsman duties to 26/3/24	Elaine Bubb	75.00	Paid	DE	292	047801
15/04/2024	Groundsman duties to 2/4/24	Elaine Bubb	75.00	Paid	DE	293	048102
15/04/2024	Groundsman duties to 9/4/24	Elaine Bubb	75.00	Paid	DE	294	048102
03/05/2024	Groundsman duties to 16/4/24	Elaine Bubb	75.00	Paid	DE	295	048378
03/05/2024	Groundsman duties to 23/4/24	Elaine Bubb	75.00	Paid	DE	296	048378
13/05/2024	Groundsman duties to 7/5/24	Elaine Bubb	75.00	Paid	DE	298	048555
13/05/2024	Groundsman duties to 30/4/24	Elaine Bubb	75.00	Paid	DE	297	048555
24/05/2024	Groundsman duties to 14/5/24	Elaine Bubb	75.00	Paid	DE	299	048714
24/05/2024	Groundsman duties to 21/5/24	Elaine Bubb	75.00	Paid	DE	300	048714
31/05/2024	Groundsman duties to 28/5/24	Elaine Bubb	75.00	Paid	DE	301	048856
11/06/2024	Groundsman duties to 4/6/24	Elaine Bubb	75.00	Paid	DE	302	049024
20/06/2024	Groundsman duties to 18/6/24	Elaine Bubb	75.00	Paid	DE	304	049196

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road,
MIDLAND WA 6056

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
20/06/2024	Groundsman duties to 11/6/24	Elaine Bubb	75.00	Paid	DE	303	049196
			\$3,825.00				
Utility--Electricity 190200							
25/07/2023	Electricity for period 21/6/23 to 18/7/23	Synergy	8.75	Paid	DE	5153718416	043959
22/08/2023	Electricity for period 19/7/23 to 15/8/23	Synergy	181.25	Paid	DE	5153718416	044420
13/10/2023	Electricity for period 16/8/23 to 19/9/23	Synergy	203.19	Paid	DE	5153718416	045276
16/11/2023	Electricity for period 20/9/23 to 8/11/23	Synergy	334.61	Paid	DE	5153718416	045851
12/01/2024	Electricity for period 9/11/23 to 10/1/24	Synergy	215.90	Paid	DE	5153718416	046616
14/03/2024	Electricity for period 11/1/24 to 12/3/24	Synergy	382.06	Paid	DE	5153718416	047607
16/05/2024	Electricity for period 13/3/24 to 14/5/24	Synergy	394.96	Paid	DE	5153718416	048663
			\$1,720.72				
Utility--Electricity Sub Meters 190300							
05/07/2023	Monitoring of remote reading system	Energenie	396.00	Paid	DE	6286	043651
03/10/2023	Monitoring of remote reading system	Energenie	396.00	Paid	DE	6353	045036
06/01/2024	Monitoring of remote reading system	Energenie	396.00	Paid	DE	6432	046419
04/04/2024	Monitoring of remote reading system	Energenie	396.00	Paid	DE	6508	047857
			\$1,584.00				
Utility--Water & Sewerage 191200							
03/08/2023	Water consumption to 1/8/23	Water Corporation	1,043.38	Paid	Chq	9018341779	071594
05/10/2023	Water consumption to 2/10/23	Water Corporation	1,383.95	Paid	Chq	9018341779	071658
30/11/2023	Water consumption to 27/11/23	Water Corporation	1,219.90	Paid	Chq	9018341779	071726
05/02/2024	Water consumption to 1/2/24	Water Corporation	3,375.19	Paid	Chq	9018341779	071787
31/05/2024	Water consumption to 29/5/24	Water Corporation	385.24	Paid	Chq	9018341779	071905
			\$7,407.66				
Total expenses			\$92,767.72				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Sinking Fund							
Maint Bldg--Gate Works 266700							
31/07/2023	Powder coat carpark gates	Perrott Painting Pty Ltd	3,360.00	Paid	DE	18517	044067
			\$3,360.00				
Total expenses			\$3,360.00				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Proposed Budget to apply from 01/07/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND
WA 6056

Administrative Fund

	Proposed budget	Actual 01/07/2023-30/06/2024	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	33.91	0.00
Levies Due--Admin	123,400.00	123,403.28	123,400.00
Recovery--Breach Notices	0.00	88.00	0.00
Recovery--Owner	0.00	8,026.90	0.00
Remotes/Key purchase	0.00	1,490.90	0.00
<i>Total revenue</i>	123,400.00	133,042.99	123,400.00
Less expenses			
Admin--Additional Duties - ASMS	700.00	720.00	600.00
Admin--Agent Disburst-- Contract	2,114.16	2,072.76	2,072.76
Admin--BAS and IAS Lodgment - Accountant	400.00	290.92	400.00
Admin--Company Tax Return - Accountant	100.00	90.91	100.00
Admin--Executive Committee Expenses	300.00	184.00	500.00
Admin--Management Fees--Standard	11,727.24	11,727.24	11,727.24
Admin--Meeting Fee	160.00	160.00	160.00
Admin--Owner Recovery Charges	0.00	166.36	0.00
Insurance--Premiums	25,000.00	21,520.25	25,000.00
Maint Bldg--Cleaning	20,000.00	9,820.00	16,000.00
Maint Bldg--Electrical	3,000.00	783.00	3,000.00
Maint Bldg--Fire Protection	5,000.00	1,366.04	6,000.00
Maint Bldg--Fire Protection--Contract	3,500.00	2,671.38	2,700.00
Maint Bldg--Gate Repairs/Maintenance	2,000.00	1,295.00	2,000.00
Maint Bldg--General Repairs	12,500.00	6,024.09	12,500.00
Maint Bldg--Insurance Repairs	4,000.00	0.00	3,000.00
Maint Bldg--Legal--By-Laws Consolidation	0.00	1,275.05	0.00
Maint Bldg--Lift Maintenance	7,200.00	7,003.86	7,000.00
Maint Bldg--Owner Recovery Invoices	0.00	8,044.18	0.00
Maint Bldg--Pest Control	800.00	723.55	800.00
Maint Bldg--Plumbing & Drainage	5,000.00	454.55	5,000.00
Maint Bldg--Security Keys/Remotes	0.00	1,837.20	0.00
Maint Bldg--Ten Year Building Maint Plan	3,000.00	0.00	0.00
Maint Grounds--Groundsman	3,900.00	3,825.00	3,900.00
Maint Grounds--Lawns & Gardening	500.00	0.00	500.00
Utility--Electricity	2,700.00	1,720.72	2,700.00
Utility--Electricity Sub Meters	1,600.00	1,584.00	1,600.00
Utility--Water & Sewerage	10,000.00	7,407.66	15,000.00

<i>Total expenses</i>	125,201.40	92,767.72	122,260.00
Surplus/Deficit	(1,801.40)	40,275.27	1,140.00
Opening balance	41,639.69	1,364.42	1,364.42
Closing balance	\$39,838.29	\$41,639.69	\$2,504.42
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$135.74		\$135.74
Budgeted standard levy revenue	123,400.00		123,400.00
Add GST	12,340.00		12,340.00
Amount to raise in levies including GST	\$135,740.00		\$135,740.00

Sinking Fund**Proposed
budget**

01/07/2023-30/06/2024

Actual**Previous
budget****Revenue**

Interest on Arrears--Reserve Fund	0.00	1.55	0.00
Levies Due--Reserve Fund	5,645.45	5,649.68	5,645.45
<i>Total revenue</i>	<u>5,645.45</u>	<u>5,651.23</u>	<u>5,645.45</u>

Less expenses

Maint Bldg--Gate Works	0.00	3,360.00	4,000.00
Maint Bldg--Ten Year Building Plan--Works	30,000.00	0.00	0.00
<i>Total expenses</i>	<u>30,000.00</u>	<u>3,360.00</u>	<u>4,000.00</u>

Surplus/Deficit

	<u>(24,354.55)</u>	<u>2,291.23</u>	<u>1,645.45</u>
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Opening balance	46,907.52	44,616.29	44,616.29
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Closing balance

	<u>\$22,552.97</u>	<u>\$46,907.52</u>	<u>\$46,261.74</u>
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Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$6.21		\$6.21

Budgeted standard levy revenue	5,645.45		5,645.45
Add GST	564.54		564.54
Amount to raise in levies including GST	<u>\$6,209.99</u>		<u>\$6,209.99</u>

Proposed Levy Schedule to apply from 01/07/2024

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND
WA 6056

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	1	22.00	746.60	34.15	780.75	3,123.00
2	2	22.00	746.60	34.15	780.75	3,123.00
3	3	22.00	746.60	34.15	780.75	3,123.00
4	4	16.00	543.00	24.85	567.85	2,271.40
5	5	28.00	950.20	43.50	993.70	3,974.80
6	6	22.00	746.60	34.15	780.75	3,123.00
7	7	22.00	746.60	34.15	780.75	3,123.00
8	8	22.00	746.60	34.15	780.75	3,123.00
9	9	20.00	678.70	31.05	709.75	2,839.00
10	10	26.00	882.35	40.40	922.75	3,691.00
11	11	26.00	882.35	40.40	922.75	3,691.00
12	12	26.00	882.35	40.40	922.75	3,691.00
13	13	16.00	543.00	24.85	567.85	2,271.40
14	14	17.00	576.90	26.40	603.30	2,413.20
15	15	17.00	576.90	26.40	603.30	2,413.20
16	16	26.00	882.35	40.40	922.75	3,691.00
17	17	26.00	882.35	40.40	922.75	3,691.00
18	18	21.00	712.65	32.60	745.25	2,981.00
19	19	26.00	882.35	40.40	922.75	3,691.00
20	20	26.00	882.35	40.40	922.75	3,691.00
21	21	17.00	576.90	26.40	603.30	2,413.20
22	22	20.00	678.70	31.05	709.75	2,839.00
23	23	23.00	780.50	35.75	816.25	3,265.00
24	24	27.00	916.25	41.95	958.20	3,832.80
25	25	27.00	916.25	41.95	958.20	3,832.80
26	26	25.00	848.40	38.85	887.25	3,549.00
27	27	27.00	916.25	41.95	958.20	3,832.80
28	28	27.00	916.25	41.95	958.20	3,832.80
29	29	27.00	916.25	41.95	958.20	3,832.80
30	30	16.00	543.00	24.85	567.85	2,271.40
31	31	19.00	644.80	29.50	674.30	2,697.20
32	32	18.00	610.85	27.95	638.80	2,555.20
33	33	27.00	916.25	41.95	958.20	3,832.80
34	34	27.00	916.25	41.95	958.20	3,832.80
35	35	23.00	780.50	35.75	816.25	3,265.00

36	36	27.00	916.25	41.95	958.20	3,832.80
37	37	27.00	916.25	41.95	958.20	3,832.80
38	38	19.00	644.80	29.50	674.30	2,697.20
39	39	21.00	712.65	32.60	745.25	2,981.00
40	40	24.00	814.45	37.30	851.75	3,407.00
41	41	29.00	984.15	45.05	1,029.20	4,116.80
42	42	28.00	950.20	43.50	993.70	3,974.80
43	43	26.00	882.35	40.40	922.75	3,691.00
		1,000.00	\$33,935.90	\$1,553.35	\$35,489.25	\$141,957.00



Date: 14 Jun 2024

Customer All Strata Management Services
Attn Kristen Slattery
Email Assist4@allstrata.com.au
From Dakota Panetta

QUOTATION

For a Professional 10 Year Maintenance Plan (WA)

Reference Number 2435806
CTS/SP Number 59977
Building Name Foundry Apartments Strata Company
Building Address 5 Wallsend Road Midland WA 6056
No. Units 43
Building Type WA - Strata Plan
Type of Units Residential
Professional Fees \$1,568.00 (incl GST)

Additional Details

Your personalised serviced benefits...

- You can expect courteous, easily identifiable and professionally dressed Inspectors who are willing to spend time with an owner representative on the day of the inspection;
- We guarantee that one of our highly experienced, qualified inspectors will inspect your building for each and every report that you order and meet with your onsite representative as requested;
- You can rely on your inspector being a full trained building inspectors with decades of combined experience in accurate maintenance, budgeting and planning;
- Your Report is compiled using our Australian built software that is custom made, to calculate the lowest possible levy whilst still maintaining sufficient funds to meet expenditure needs.
- Your comprehensive yet easy to read report, will include tips for extending the life of many high maintenance items;
- You are protected by our \$5,000,000 of Professional Indemnity Insurance (\$2,000,000 for any one claim);
- You can rely on the accuracy of the report due to the high quality rates used in calculations are obtained from real contract rates, estimating schedules and relative industry sources because accuracy matters to us.
- \$20,000,000 of Public Liability and Products Liability cover;

Under s 100(2) of the new *Strata Titles Act*, every strata company with more than 10 lots must establish a reserve fund for the purpose of accumulating funds to meet contingent expenses and other major expenses of the strata company likely to arise in the future.

Section 100(2A) of the Act also requires a strata company to establish a reserve fund budget in the form of a 10 Year Maintenance Plan that; - sets out all anticipated major expenditure for maintenance, repairs, renewal or replacement. This plan must be revised at least once every 5 years and when revised, the plan must be extended to cover the following 10 years after the revision. Once this plan has been developed, the strata company must take the plan into account when preparing its budget under s 102(2)(a).

Additional information:

- Our inspectors will not access internal roof cavities or wall cavities.
- Our inspectors will not access elevated heights or work at heights environment.

* Please attach a copy of the registered plan when ordering. *Alternatively if a plan is not provided, we can download the registered plan and a \$33 disbursement cost will be charged;*

*** When accepting the quote, please provide us with the following:

- Order form;
- Pronertv Plans:

- Reserve Fund's financial details for the financial year including:
 - Financial Year Start;
 - Established Fund Balance;
 - Financial Year;
 - Fund Levy per Lot per Annum.

Call us now on 1300 136 036 fax us on 1300 136 037
or email at orders@solutionsinengineering.com
Website www.solutionsinengineering.com

This quotation is valid for twelve (12) months from date of issue.

All services provided by Solutions in Engineering are supplied on the basis of our '**Product Description**' and '**Supply Terms and Conditions**' which are available from our office and from our website www.solutionsinengineering.com

Australia | Canada | New Zealand



Date: 14 Jun 2024

Customer All Strata Management Services
Attn Kristen Slattery
Email Assist4@allstrata.com.au
From Dakota Panetta

QUOTATION

For a Professional 10 Year Maintenance Plan (WA)

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Building Name Foundry Apartments Strata Company
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Building Type WA - Strata Plan
Type of Units Residential
Professional Fees \$1,568.00 (incl GST)

Additional Details

Your personalised serviced benefits...

- You can expect courteous, easily identifiable and professionally dressed Inspectors who are willing to spend time with an owner representative on the day of the inspection;
- We guarantee that one of our highly experienced, qualified inspectors will inspect your building for each and every report that you order and meet with your onsite representative as requested;
- You can rely on your inspector being a full trained building inspectors with decades of combined experience in accurate maintenance, budgeting and planning;
- Your Report is compiled using our Australian built software that is custom made, to calculate the lowest possible levy whilst still maintaining sufficient funds to meet expenditure needs.
- Your comprehensive yet easy to read report, will include tips for extending the life of many high maintenance items;
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Section 100(2A) of the Act also requires a strata company to establish a reserve fund budget in the form of a 10 Year Maintenance Plan that; - sets out all anticipated major expenditure for maintenance, repairs, renewal or replacement. This plan must be revised at least once every 5 years and when revised, the plan must be extended to cover the following 10 years after the revision. Once this plan has been developed, the strata company must take the plan into account when preparing its budget under s 102(2)(a).

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*** When accepting the quote, please provide us with the following:

- Order form;
- Pronertv Plans:

- Reserve Fund's financial details for the financial year including:
 - Financial Year Start;
 - Established Fund Balance;
 - Financial Year;
 - Fund Levy per Lot per Annum.

Call us now on 1300 136 036 fax us on 1300 136 037
or email at orders@solutionsinengineering.com
Website www.solutionsinengineering.com

This quotation is valid for twelve (12) months from date of issue.

All services provided by Solutions in Engineering are supplied on the basis of our '**Product Description**'
and '**Supply Terms and Conditions**' which are available from our office and from our website
www.solutionsinengineering.com

Australia | Canada | New Zealand

FOUNDRY

We wouldn't be able to offer to remake the sail shades in single lengths as they currently are.

We would offer to re-make them broken into sections as per the attached sketch.

Advantages are they become easier/cheaper to service/repair/replace.

Only down side is the slight gaps between the sail shades.

Price for this option as follows;

Row A Price: \$5885.00 excl gst. Fully fitted.

Row B Price: \$6045.00 excl gst. Fully fitted.

Row C Price: \$7740.00 excl gst. Fully fitted.

Regards

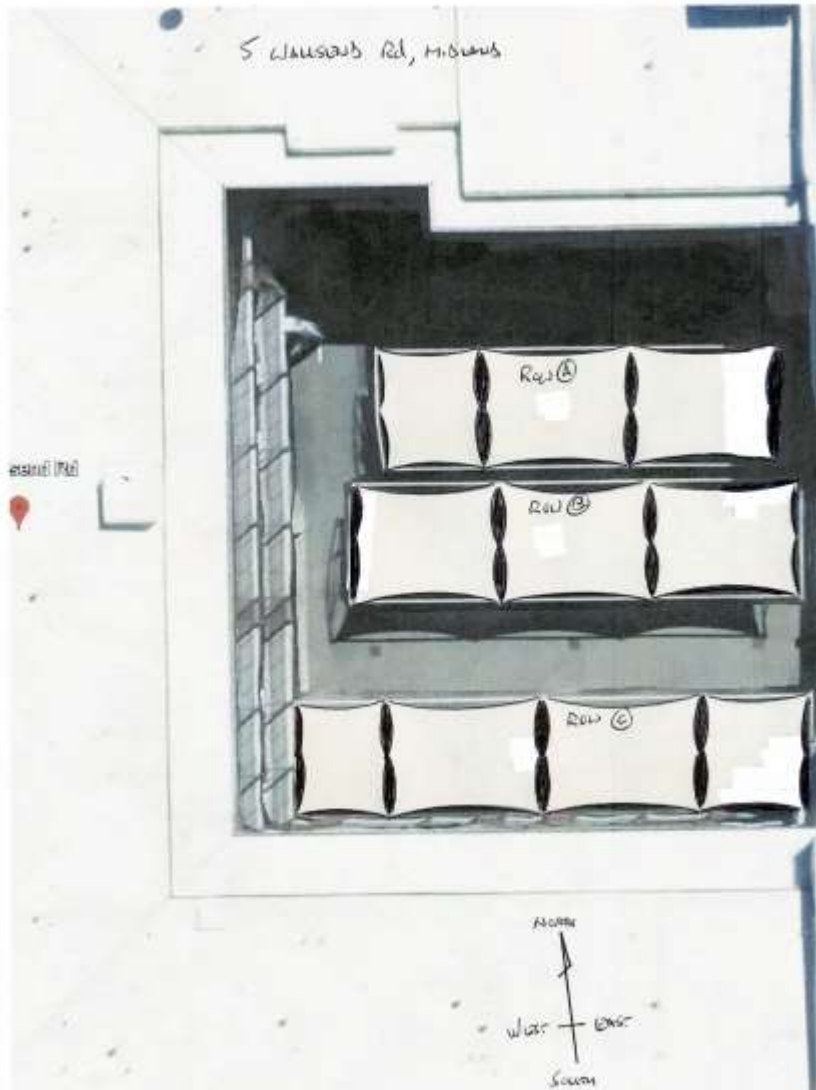
TOM COLEMAN

m. 0422 521 960

e. tom@perthsailshades.com.au

w. perthsailshades.com.au





Quotation no : 6006

Date : 17/05/2024

**Customer:**

**The owners of Strata Plan 6469
PO Box 511
Mt Lawley WA 6929**

Site Address:

**Strata Scheme 59977
Foundary Apartments
5 wallsend Rd**

Customer Phone:

Sail Colour:

Edge Colour:

Post Colour:

Bracket Colour:

Customer Fax:

EX32 TBA

Thankyou for your enquiry. We have pleasure in submitting the following quotation

Installation

Yes

Quote valid for 30 days

Our product has a five year warranty.

Amount

QU- CarPark Roof Shade Sails

For the supply and install of 3 new shade sails to replace an old carpark sails.

28,530.00

Each Sail to be FULL LENGTH ALONG EACH SET OF BAYS

Sail A - 25m x 5.6m

Sail B - 21m x 5.6m

Sail C - 19m x 5.6m

Signed
(Director) _____

Total Inc GST

\$28,530.00

To accept this quotation please forward 40% deposit.

Shade Solutions Banking Details:

BSB: 036 051 ACCOUNT NO :270 574

Postal Address:

**Shade Solutions
Po Box 923
Subiaco WA 6904**

Phone : 0418 958 607

Fax :

E-mail patrick@shadesolutions.com.au

ABN 51 390 155 486

Assistant 3

From: Tom Coleman <tom@perthsailshades.com.au>
Sent: 8 May, 2024 4:05 PM
To: Assistant4
Cc: Admin5
Subject: Fw: Quote request 018520 for Strata Scheme 59977 - Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056
Attachments: Quote Request.pdf

Hi Elaine

My name is Tom Coleman of Perth Sail Shades.
My business partner Rob from "Rob's Shade Sail Repairs" forwarded your quote request for the above midland apartments.

2x Remove Sail Shade structures from site.
Sew patches/repair holes in sail shades at our Clarkson workshop.
Return and re-fit 2x Sail Shades.

Price: \$1680.00 excl gst

Regards

TOM COLEMAN

m. 0422 521 960

e. tom@perthsailshades.com.au

w. perthsailshades.com.au



This email has been sent from Perth Sail Shades.

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From: robsshade@iinet.net.au <robsshade@iinet.net.au>

Sent: 08 May 2024 15:40

To: Tom Coleman <tom@perthsailshades.com.au>

Subject: Fw: Quote request 018520 for Strata Scheme 59977 - Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056

From: Assistant4 <Assist4@allstrata.com.au>

Sent: Tuesday, May 7, 2024 4:44 AM

To: robsshade@iinet.net.au <robsshade@iinet.net.au>

Subject: Quote request 018520 for Strata Scheme 59977 - Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056



Please find attached a quotation request for The Owners of Strata Scheme 59977.

If you have any questions, please contact our office during business hours.

Regards

Kim Bunting

Manager for The Owners of Strata Scheme 59977

IMPORTANT:

The contents of this email are confidential.

They are intended for the named recipient(s) only.

If you have received this email in error, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.



The Owners of Strata Scheme 59977
 Foundry Apartments,
 5 Wallsend Road,
 MIDLAND WA 6056

Minutes of the Annual General Meeting of The Owners of Strata Scheme 59977 held on the 27/08/2024 at the Dome Cafe Midland at 05:00 PM.

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Josephine Greaves Represented by All Strata Management Services/Chairman
2	2	Yes	Elaine Bubb
4	4	Yes	Longqin Lim Represented by Chairman
5	5	Yes	Kristy Watson
7	7	Yes	Sally-Ann Beales Represented by Philip Beales
14	14	Yes	G & T Zalewski Represented by George Zalewski
18	18	Yes	Richard Woolley Represented by George Zalewski
20	20	Yes	Amanda Palmieri Represented by Chairman
21	21	Yes	Darren Beach Represented by Chairman
24	24	Yes	Jennifer M Bunter
30	30	Yes	Justin Wade Bell Represented by Chairperson
31	31	Yes	Salley-Ann Beales Represented by Philip Beales
33	33	Yes	Caron Green
34	34	Yes	Mark Simmonds & Josephine Simmonds Represented by Chairperson
38	38	Yes	Mark Salotti & Omar Marshall Represented by Mark Paul Salotti
39	39	Yes	Daniel Timothy Savill

AGENT MANAGER

Kim Bunting - Strata Community Manager - All Strata Management Services

Kim Bunting confirmed that all proxy forms received had been signed in accordance with the requirements of the Strata Titles Act 1985.

1 TIME MEETING COMMENCED

Kim Bunting confirmed that in accordance with Section 130(3) the meeting could not commence at the appointed time of 05:00 PM due to there not being persons present in person or by proxy who were entitled to cast the votes attached to 50% of the lots in the scheme.

Therefore the meeting commenced 30 minutes later, being 05:30PM and proceeded to business.

2 APPOINTMENT OF MEETING CHAIRPERSON

Resolved that Kim Bunting be elected as chairperson of the general meeting.

Proxies held by the Chair and/or All Strata Management Services will vote with the majority of the meeting where specific instructions have not been received.

3 MINUTES (ANNUAL GENERAL MEETING)

Resolved that the minutes of the previous annual general meeting held on **16/08/2023** of The Owners of Strata Scheme 59977 be confirmed as an accurate record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **30/06/2024** as included within the notice of meeting be accepted.

5 INSURANCE POLICY DETAILS

Resolved that pursuant to section 127(3)(c) of the Strata Titles Act 1985 the following insurance details were confirmed:

Policy No.POL11057877

Strata Community Insurance

Type : Residential Strata

Broker : Adapt Risk Solutions

Premium : \$23,672.27

Paid on : 10/05/2024

Start : 26/05/2024

Next due : 26/05/2025

Cover	Sum Insured	Excess	Notes
Building	\$16,214,930.00	\$4,000.00	
Common Area Contents	\$162,149.00	\$0.00	
Terrorism	Applies	\$0.00	
Loss of Rent/Temp Accommodation	\$2,432,240.00	\$0.00	
Flood	Included	\$0.00	
Floating Floors	Included	\$0.00	
Liability	\$20,000,000.00	\$0.00	
Voluntary Workers	Included	\$0.00	
Workers Compensation	Selected	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$5,000,000.00	\$0.00	
Machinery Breakdown	\$100,000.00	\$4,000.00	
Catastrophe	\$4,864,479.00	\$0.00	
Government Audit Expenses	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$1,000.00	
Lot Owners Fixtures&Improvements	\$300,000.00	\$0.00	

Commission paid on this policy was **\$2,448.54** and the last valuation was completed on **01/10/2022** and noted a replacement value of **\$14,993,000.00**.

6 BUILDING INSURER

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees;

- That All Strata Management Services be empowered to renew the insurance policy with the current insurer through the appointed Insurance Broker; or
- That All Strata Management Services appointed Insurance Broker be empowered to obtain quotes from strata insurers prior to renewal; and
- That the Council be empowered to choose a preferred quote sourced by the Brokers.
- That the Council of Owners be authorised to raise a special levy for any shortfall between premium amount and budget allocation to be due and payable within 14 days.

Note:

Resolve that subject to the Broker ensuring they will comply with the Strata Community Association Best Practice Strata Insurance Disclosure Guide, that **Adapt Risk Solutions** be appointed as the nominated insurance Broker for the Strata Company, and in accordance with Section 118(2)(c) of the Act, the Strata Manager is authorised to sign the Brokers letter of appointment.

FURTHER, resolve that **the Strata Manager** be authorised to instruct and assist the Strata Company's nominated Broker to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Council of Owners. FURTHER, resolve that **the Strata Manager** forward the valuation (if applicable) and insurance quotations, including the written advice and disclosure summary to the Council of Owners for consideration. In the event that **the Strata Manager** receives no response from the Council of Owners within 5 business days prior to the expiry of the insurance policy, to ensure that the Strata Company continues to hold insurance that meets the requirements of Section 97(1)(a) of the Act, **the Strata Manager** is to be given authorisation to place the insurance for the forthcoming policy year.

Note: In the event the Council of Owners fails to provide instruction then the insurance will be placed in accordance with the Brokers recommendation.

All Strata Management Services is an Authorised Representative of Corporate Home Underwriting Agencies Pty Ltd (CHU) and Body Corporate Brokers Pty Ltd. (BCB) and have a Distribution Agreement with Strata Community Insurance (SCI), and PSC Property Lync Insurance Brokers and a Referral Agreement with McLardy McShane Partners Pty Ltd (Licensee), Adapt Risk Solutions Pty Ltd (Corporate Authorised Representative).

7 BUILDING SUM INSURED

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the insurance policy be renewed at the building sum insured suggested by the insurer.

8 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

Resolved that the Council of the Strata Company shall consist of **4** members; and

The following candidates were declared the elected Council until the next Annual General Meeting:

Lot 2 Elaine Bubb
Lot 14 George Zalewski
Lot 33 Caron Green
Lot 38 Mark Salotti

and

That **ALL** the members of the Council appointed to receive the financial reports; and

That **George Zalewski** would be the member of the Council appointed as the Strata Company Representative.

9 UPDATE 10 YEAR PLAN

- a. Resolved that the 10 year plan prepared by ABBC Building Inspectors dated 15/09/2019 be updated as required by Section 100 (2A) (a)(iii); and
- b. Resolved that the Strata Company agrees to undertake all maintenance that is either outstanding or due to be completed in the financial year as noted in the updated 10 year plan to comply with Section 91(1)(c); and
- c. Resolved that the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
- d. Resolved that the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
- e. That Solutions in Engineering quote 2435806 dated 14/06/2024 for the amount of \$1,568.00 be approved;
- f. Resolved that the Council be empowered to choose a preferred contractor/quote.

NOTE:

In accordance with Section 100(2A) (a) (iii) a strata scheme with 10 or more lots or insured for more than \$5,000,000.00 must ensure -

(a) that there is a 10 year plan that sets out;

- (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan.
- (ii) the estimated costs for the maintenance, repairs, renewal or replace; and
- (iii) other information required to be included by the regulations and

(b) that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.

10 ADDITIONAL EXPENDITURE

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake repairs of the shade sails onsite; and

- a. That Perth Sail Shades quote for the amount of \$1,848.00 be approved: Please note this quote is for sew and patch existing shade sails onsite.
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

11 BUDGET

Resolved that the statement of estimated receipts and payments (budget) be adopted.

12 ADMINISTRATIVE FUND CONTRIBUTIONS GST

Resolved that contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the

Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$135,740.00 including GST**; and

That contributions be due and payable as follows;

\$33.94 per unit entitlement due in advance on the 01/07/2024; and
\$33.94 per unit entitlement due in advance on the 01/10/2024, and
\$33.94 per unit entitlement due in advance on the 01/01/2025, and
\$33.94 per unit entitlement due in advance on the 01/04/2025; and

New financial year

\$33.94 per unit entitlement due in advance on the 01/07/2025.

and every quarter thereafter until the next Annual General Meeting.

13 RESERVE FUND CONTRIBUTIONS GST

Resolved that contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$6,209.99 including GST**; and

That contributions be due and payable as follows;

\$1.553 per unit entitlement due in advance on the 01/07/2024; and
\$1.553 per unit entitlement due in advance on the 01/10/2024, and
\$1.553 per unit entitlement due in advance on the 01/01/2025, and
\$1.553 per unit entitlement due in advance on the 01/04/2025; and

New financial year

\$1.553 per unit entitlement due in advance on the 01/07/2025.

and every quarter thereafter until the next Annual General Meeting.

14 OTHER BUSINESS

Resolved that there being no further business that could legally be brought forward in accordance with the Strata Titles Act 1985 and the registered bylaws, an invitation was extended to those present to raise any items of business without notice.

ITEMS OF DISCUSSION

CLEANING

The meeting requested All Strata Management Services to advise the current contractor that they are not satisfied with the standard of work being undertaken.

CCTV SIGNAGE

The meeting discussed the need for additional signage, the strata council will review this matter.

RESIDENTS RESPONSIBILITY

The meeting requested All Strata Management Services to remind all residents that they are responsible for the actions of all occupants of their unit and any visitors/contractors engaged by them in accordance with the Strata Company bylaws.

15 CLOSURE

That with no further business, Kim Bunting thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 6:40PM.



QBE Insurance (Australia) Ltd

ABN 78 003 191 035

200 ST GEORGES TERRACE
PERTH WA 6000

GPO BOX N1116
PERTH WA 6843

Telephone: (08) 9213 6100

Email: workerscompunderwriting@qbe.com

CERTIFICATE OF CURRENCY

OWNERS OF STRATA PLAN 59977
C/- ALL STRATA MANAGEMENT
MOUNT LAWLEY
WA 6929

The following insurance policy covers the employers liability under the WA Workers Compensation & Injury Management Act 2023.

(1) Coverage

The Certificate is Valid from: 26/05/2025 to 26/05/2026

The Information provided in this certificate is correct at: 28/05/2025

(2) Employers Information

Policy Number: PE1016900GWC Workcover Number: WC11162866

Legal Name: OWNERS OF STRATA PLAN 59977

Trading Name:

ABN: 45605640181

Premium (Industry) Classification:
67110: Residential Property Operators

Full Business Description:
STRATA

(3) IMPORTANT INFORMATION

This policy commences and finishes at 4.00pm on the dates specified above

Common law limited to \$50 million any one person and \$50 million in the aggregate any one event.

QBE Insurance (Australia) Limited
Workers Compensation

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.



Issue date: 14 May 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 59977	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	5 WALLSEND ROAD, MIDLAND, WA 6056	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$17,025,676.00 Common Contents - \$170,257.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20363377	
PERIOD OF INSURANCE:	26 May 2025 expiring on 26 May 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Owner Ledger

Start Date: 01/06/2023

End Date: 30/06/2027

Owners: One only

The Owners of Strata Scheme 59977

Foundry Apartments, 5 Wallsend Road, MIDLAND WA 6056

Lot 42 Unit 42 Ann Maree McKellar

UE / AE: 28.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	16/06/2023	Once-off	Lot 42: Invoice for water damage repairs to Unit 25 as per attached.	405.00	405.00	0.00	0.00	0.00		Owner Invoice	Normal	None
2	01/07/2023	Quarterly	Strata levy for period 1/7/23 to 30/9/23	893.20	893.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
3	01/10/2023	Quarterly	Strata levy for period 1/10/23 to 31/12/23	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
4	01/10/2023	Once-off	Levy increase for period 1/7/23 to 30/9/23 - 2023 AGM	57.00	57.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
5	01/01/2024	Quarterly	Strata levy for period 1/1/24 to 31/3/24	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
6	01/04/2024	Quarterly	Strata levy for period 1/4/24 to 30/6/24	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
7	21/05/2024	Once-off	Lot 42: Debt recovery Stage 2	11.00	11.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	24/05/2024	Once-off	Lot 42: Invoice to reimburse the Strata Company for water damage repairs to Unit 25	405.00	405.00	0.00	0.00	0.00		Owner Invoice	Normal	None
9	01/07/2024	Quarterly	Strata levy for period 1/7/24 to 30/9/24	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
10	01/10/2024	Quarterly	Strata levy for period 1/10/24 to 31/12/24	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
11	01/01/2025	Quarterly	Strata levy for period 1/1/25 to 31/3/25	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
12	01/04/2025	Quarterly	Strata levy for period 1/4/25 to 30/6/25	950.20	950.20	43.50	43.50	0.00	0.00%	Standard	Normal	None
13	01/07/2025	Quarterly	Strata levy for period 1/7/25 to 30/9/25	950.20	0.00	43.50	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts													
Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
11/07/2023	190882	Receipt	Banked		893.20	0.00	43.50	0.00	0.00	936.70		2	
31/10/2023	197844	Receipt	Banked		1,007.20	0.00	43.50	0.00	0.00	1,050.70		3, 4	
01/02/2024	203600	Receipt	Banked		950.20	0.00	43.50	0.00	0.00	993.70		5	
27/05/2024	210896	Receipt	Banked		961.20	0.00	43.50	0.00	0.00	1,004.70		6, 7	
28/05/2024	211041	Receipt	Banked		405.00	0.00	0.00	0.00	0.00	405.00		8	
19/08/2024	216390	Receipt	Banked		950.20	0.00	43.50	0.00	0.00	993.70		9	
30/10/2024	221347	Receipt	Banked		950.20	0.00	43.50	0.00	0.00	993.70		10	
04/02/2025	227783	Receipt	Banked		950.20	0.00	43.50	0.00	0.00	993.70		11	
04/04/2025	232376	Receipt	Banked		38.25	0.00	1.75	0.00	0.00	40.00		12	
22/04/2025	233245	Receipt	Banked		911.95	0.00	41.75	0.00	0.00	953.70		12	



10 Year Maintenance Plan

Foundry Apartments

5 Wallsend Road

Midland WA 6056

Strata Plan 59977



Report details

Inspection date:	19/09/2024
Inspector:	Garth Unger

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001



30/09/2024

The Strata Company
Foundry Apartments
5 Wallsend Road
Midland WA 6056

Dear Council Members,

Thank you for appointing our company to conduct your 10 Year Maintenance Plan.

Based on our survey of your property, we have determined that the Strata Company will need to increase its contributions in order to cover its forecast reserve fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual reserve fund balances. Regular updates also create peace of mind and assist the Strata Company to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total reserve fund levy divided by unit entitlements)	\$44.00
Total Unit Entitlements	1000
Total Reserve Fund Levy	\$44,000.00

The data used to arrive at the above figures is in the attached report (which includes GST). It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	Section 2
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	15
Report Notes	16

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

Building Details & Report Inputs

Supplied information

Building Name	Foundry Apartments
Building Address	5 Wallsend Road Midland WA 6056
Strata Plan No.	59977
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg2011
Number of Unit Entitlements	1000
Number of Units	43
Estimated Reserve Fund Balance	\$22,553
Starting date of Financial Year for Report	01/07/2025
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	5.64

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Reserve Fund balances over \$10,000 - Years 1 - 3	3.38%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Reserve Fund balances over \$10,000 - Years 4 - 15	2.63%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/06/2026	44,000.00	4,000.00	44.00	4.00	11.00	1.00
2	30/06/2027	50,600.00	4,600.00	50.60	4.60	12.65	1.15
3	30/06/2028	58,190.00	5,290.00	58.19	5.29	14.55	1.32
4	30/06/2029	64,009.00	5,819.00	64.01	5.82	16.00	1.45
5	30/06/2030	57,608.10	5,237.10	57.61	5.24	14.40	1.31
6	30/06/2031	59,912.42	5,446.58	59.91	5.45	14.98	1.36
7	30/06/2032	62,308.92	5,664.45	62.31	5.66	15.58	1.42
8	30/06/2033	64,801.28	5,891.03	64.80	5.89	16.20	1.47
9	30/06/2034	67,393.33	6,126.67	67.39	6.13	16.85	1.53
10	30/06/2035	70,089.06	6,371.73	70.09	6.37	17.52	1.59
11	30/06/2036	72,892.62	6,626.60	72.89	6.63	18.22	1.66
12	30/06/2037	75,808.33	6,891.67	75.81	6.89	18.95	1.72
13	30/06/2038	78,840.66	7,167.33	78.84	7.17	19.71	1.79
14	30/06/2039	81,994.29	7,454.03	81.99	7.45	20.50	1.86
15	30/06/2040	85,274.06	7,752.19	85.27	7.75	21.32	1.94

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

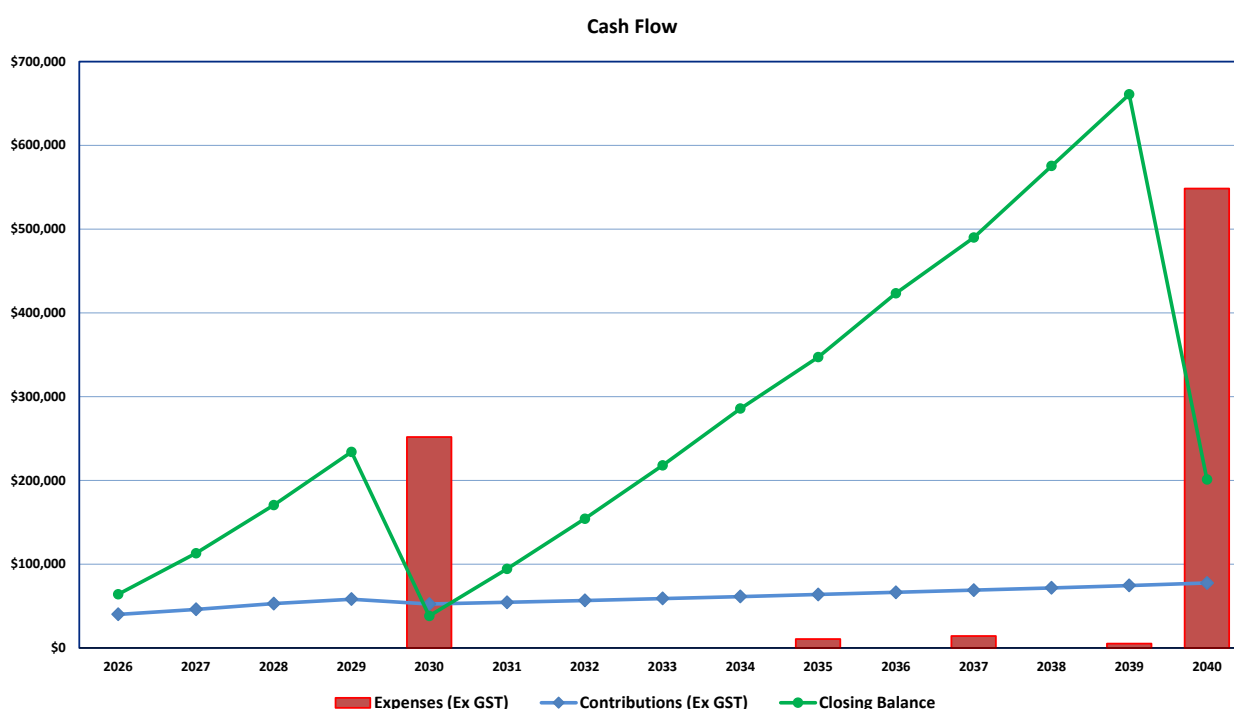
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	30/06/2026	22,553.00	40,000.00	1,438.29	0.00	63,991.29
2	30/06/2027	63,991.29	46,000.00	2,940.31	0.00	112,931.60
3	30/06/2028	112,931.60	52,900.00	4,711.10	0.00	170,542.70
4	30/06/2029	170,542.70	58,190.00	5,250.47	0.00	233,983.17
5	30/06/2030	233,983.17	52,371.00	3,531.74	251,763.64	38,122.27
6	30/06/2031	38,122.27	54,465.84	1,718.84	0.00	94,306.95
7	30/06/2032	94,306.95	56,644.47	3,225.15	0.00	154,176.57
8	30/06/2033	154,176.57	58,910.25	4,829.51	0.00	217,916.33
9	30/06/2034	217,916.33	61,266.66	6,536.86	0.00	285,719.85
10	30/06/2035	285,719.85	63,717.33	8,213.64	10,545.45	347,105.37
11	30/06/2036	347,105.37	66,266.02	10,000.27	0.00	423,371.66
12	30/06/2037	423,371.66	68,916.66	11,853.65	14,241.82	489,900.15
13	30/06/2038	489,900.15	71,673.33	13,826.88	0.00	575,400.36
14	30/06/2039	575,400.36	74,540.26	16,045.94	5,117.27	660,869.29
15	30/06/2040	660,869.29	77,521.87	11,186.58	548,570.00	201,007.74

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the reserve fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total reserve fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

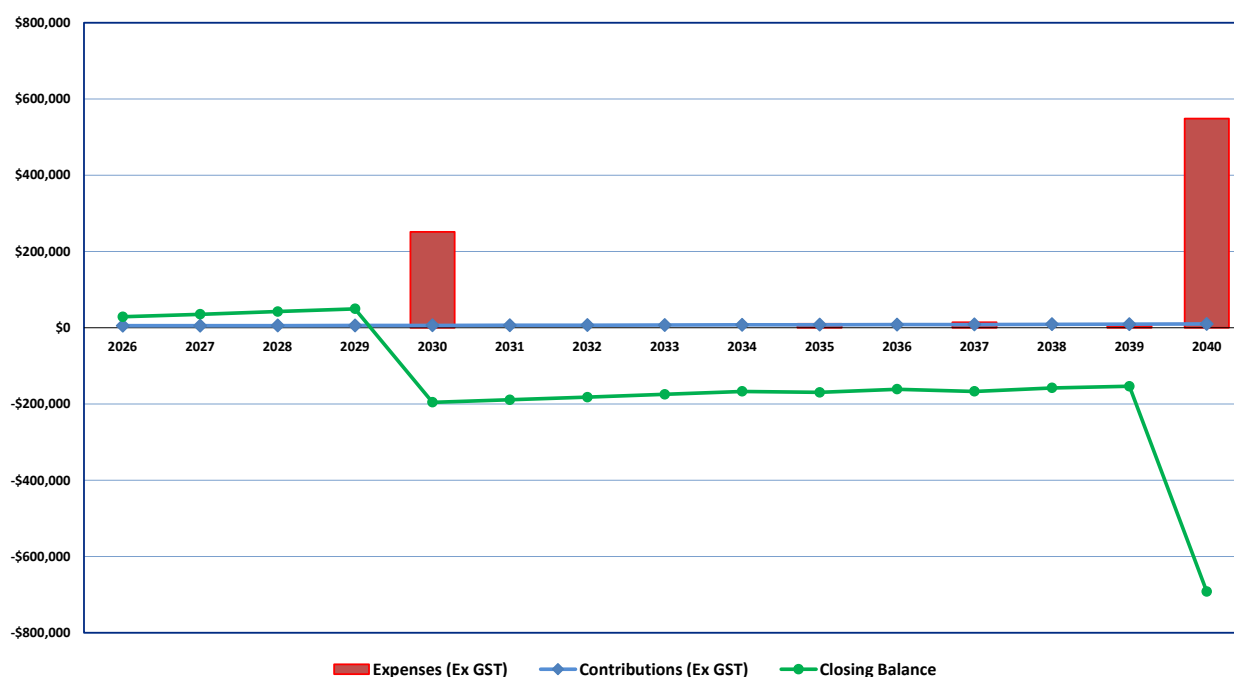
Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	30/06/2026	22,553.00	5,358.00	852.84	0.00	28,763.84
2	30/06/2027	28,763.84	5,599.11	1,066.84	0.00	35,429.79
3	30/06/2028	35,429.79	5,851.07	1,296.41	0.00	42,577.27
4	30/06/2029	42,577.27	6,114.37	1,200.19	0.00	49,891.83
5	30/06/2030	49,891.83	6,389.52	0.00	251,763.64	-195,482.29
6	30/06/2031	-195,482.29	6,677.05	0.00	0.00	-188,805.24
7	30/06/2032	-188,805.24	6,977.52	0.00	0.00	-181,827.72
8	30/06/2033	-181,827.72	7,291.51	0.00	0.00	-174,536.21
9	30/06/2034	-174,536.21	7,619.63	0.00	0.00	-166,916.58
10	30/06/2035	-166,916.58	7,962.51	0.00	10,545.45	-169,499.52
11	30/06/2036	-169,499.52	8,320.82	0.00	0.00	-161,178.70
12	30/06/2037	-161,178.70	8,695.26	0.00	14,241.82	-166,725.26
13	30/06/2038	-166,725.26	9,086.55	0.00	0.00	-157,638.71
14	30/06/2039	-157,638.71	9,495.44	0.00	5,117.27	-153,260.54
15	30/06/2040	-153,260.54	9,922.73	0.00	548,570.00	-691,907.81

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.

Cash Flow - Projection at Current Rate



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
1. BUILDING EXTERIOR																
Repaint balustrades	19,030	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,828
Repaint soffits	11,322	-	-	-	-	14,109	-	-	-	-	-	-	-	-	-	21,911
Repaint balcony ceilings / undersides	12,136	-	-	-	-	15,124	-	-	-	-	-	-	-	-	-	23,487
Repaint external walls	97,595	-	-	-	-	121,621	-	-	-	-	-	-	-	-	-	188,874
Repaint eaves guttering	6,374	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,335
Repaint fascia	7,193	-	-	-	-	8,964	-	-	-	-	-	-	-	-	-	13,920
Repaint metal posts	6,454	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,490
Repaint metal beam	12,386	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23,970
Repaint service door - 2x sides and frame	5,120	-	-	-	-	6,380	-	-	-	-	-	-	-	-	-	9,909
Repaint unit entry door - 1x side and frame	11,743	-	-	-	-	14,634	-	-	-	-	-	-	-	-	-	22,726
Repaint arch bar	6,346	-	-	-	-	7,908	-	-	-	-	-	-	-	-	-	12,281
Repaint metal wall- mini-orb	10,357	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,044
Work at heights access and site setup	38,524	-	-	-	-	48,008	-	-	-	-	-	-	-	-	-	74,555
Repaint timber feature wall panels	4,955	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,589
Repair balustrades (Total: 254 lm) - 2%	4,014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,768
Replace metal louvre	70,137	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace eaves guttering	19,615	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair eaves guttering (Total: 211 lm) - 10%	1,606	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,108
Repair box guttering (Total: 146 lm) - 10%	2,087	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace timber door	48,887	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	236,748	0	0	0	0	0	0	0	0	0	493,795
2. ROOFTOP																
Repair metal roofing (Total: 1787 m2) - 10%	22,463	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace metal roofing	186,902	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hire roof guard rail	7,429	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
3. STAIRWELLS																
Repaint metal handrail	1,314	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,543
Replace stair tread non-slip edging	6,861	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,278
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,821
4. VEHICLE ACCESSWAYS																
Repaint line marking	6,790	-	-	-	-	-	-	-	-	-	10,545	-	-	-	-	13,141
Replace gate motor	2,763	-	-	-	-	-	-	-	-	-	-	-	-	-	5,117	-
Repaint side hinged gates	471	-	-	-	-	587	-	-	-	-	-	-	-	-	-	912
Replace side hinged gates	1,039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace plastic wheel stop	6,137	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair bitumen (Total: 1256 m2) - 10%	8,398	-	-	-	-	-	-	-	-	-	-	-	14,242	-	-	-
Repair concrete kerbing (Total: 87 lm) - 10%	1,410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace canvas shade sail	90,983	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace metal drainage grate	2,508	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	587	0	0	0	0	10,545	0	14,242	0	5,117	14,053
5. PEDESTRIAN ACCESSWAYS																
Repaint metal fences and gates	1,288	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,493
Repair concrete walkway (Total: 323 m2) - 10%	2,328	-	-	-	-	2,901	-	-	-	-	-	-	-	-	-	4,505
Repaint concrete walkway	9,251	-	-	-	-	11,528	-	-	-	-	-	-	-	-	-	17,903
Sub Total (Incl. GST)		0	0	0	0	14,429	0	0	0	0	0	0	0	0	0	24,901
6. FIXTURES & FITTINGS																
Replace mailbox	3,815	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. ELECTRICAL																
Replace electrical switchboard	27,248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace intercom audio station	34,419	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace lights to common areas	4,728	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace lift motor	31,912	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total (Incl. GST)		0	0	0	0	251,764	0	0	0	0	10,545	0	14,242	0	5,117	548,570
Contingency Allowance (Incl. GST)		0	0	0	0	25,176	0	0	0	0	1,055	0	1,424	0	512	54,857
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	0	0	0	276,940	0	0	0	0	11,600	0	15,666	0	5,629	603,427

Building Condition / Data List from the Property Inspection for Foundry Apartments

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

'Date' – date the covered item was constructed, acquisitioned and last serviced.

'Comments' – details any useful explanatory notes for the item.

'Condition' - details the current condition or operating state.

'Method Used' - method to estimate costs and assumptions of covered items

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Date	Comments	Condition	Method Used
1. BUILDING EXTERIOR										
Repaint balustrades	254	lm	74.92	19,030.00	15	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint soffits	408	m2	27.75	11,322.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint balcony ceilings / undersides	356	m2	34.09	12,136.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint external walls	2890	m2	33.77	97,595.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint eaves guttering	211	lm	30.21	6,374.00	15	20	Original	Ongoing painting program	Good	Rawlinsons
Repaint fascia	211	lm	34.09	7,193.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint metal posts	231	lm	27.94	6,454.00	15	20	Original	Ongoing painting program	Good	Rawlinsons
Repaint metal beam	355	lm	34.89	12,386.00	15	20	Original	Ongoing painting program	Good	Rawlinsons
Repaint service door - 2x sides and frame	18	ea.	284.45	5,120.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint unit entry door - 1x side and frame	86	ea.	136.55	11,743.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint arch bar	495	lm	12.82	6,346.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint metal wall- mini-orb	329	m2	31.48	10,357.00	15	20	Original	Ongoing painting program	Good	Rawlinsons
Work at heights access and site setup	1	ea.	38,523.70	38,524.00	5	10		Method to be determined by contractor		
Repaint timber feature wall panels	63	m2	78.65	4,955.00	15	15	Original	Replace as required	Good	Rawlinsons
Repair balustrades (Total: 254 lm) - 2%	6	lm	668.96	4,014.00	15	10	Original	Repair as required		
Replace metal louvre	203	m2	345.50	70,137.00	30	40	Original	Replace as required	Good	Estimate

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Date	Comments	Condition	Method Used
Replace eaves guttering	211	lm	92.96	19,615.00	25	30	Original	Replace as required	Good	Rawlinsons
Repair eaves guttering (Total: 211 lm) - 10%	22	lm	73.00	1,606.00	15	10	Original	Repair as required		
Repair box guttering (Total: 146 lm) - 10%	15	lm	139.12	2,087.00	20	30	Original	Repair as required	Good	Rawlinsons
Replace timber door	105	ea.	465.59	48,887.00	20	30	Original	Replace as required	Good	Rawlinsons
2. ROOFTOP										
Repair metal roofing (Total: 1787 m2) - 10%	179	m2	125.49	22,463.00	20	10	Original	Repair as required	Good	Rawlinsons
Replace metal roofing	1787	m2	104.59	186,902.00	45	60	Original	Replace as required	Good	Rawlinsons
Hire roof guard rail	232	lm	32.02	7,429.00	20	10				Rawlinsons
3. STAIRWELLS										
Repaint metal handrail	56	lm	23.47	1,314.00	15	20	Original	Ongoing painting program	Good	Rawlinsons
Replace stair tread non-slip edging	198	lm	34.65	6,861.00	15	25	Original	Replace as required	Good	Estimate
4. VEHICLE ACCESSWAYS										
Repaint line marking	275	lm	24.69	6,790.00	10	5	Original	Ongoing painting program	Good	Rawlinsons
Replace gate motor	2	ea.	1,381.65	2,763.00	14	25	Original	Replace as required	Good	Rawlinsons
Repaint side hinged gates	8	lm	58.87	471.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
Replace side hinged gates	2	ea.	519.29	1,039.00	30	40	Original	Replace as required	Good	Rawlinsons
Replace plastic wheel stop	23	ea.	266.81	6,137.00	16	20	Original	Replace as required	Good	Rawlinsons
Repair bitumen (Total: 1256 m2) - 10%	126	m2	66.65	8,398.00	12	15	Original	Repair as required	Good	Rawlinsons
Repair concrete kerbing (Total: 87 lm) - 10%	9	lm	156.72	1,410.00	25	30	Original	Repair as required	Good	Rawlinsons
Replace canvas shade sail	220	m2	413.56	90,983.00	16	20	Original	Replace as required	Good	Rawlinsons
Replace metal drainage grate	8	ea.	313.52	2,508.00	25	30	Original	Replace as required	Good	Rawlinsons
5. PEDESTRIAN ACCESSWAYS										
Repaint metal fences and gates	37	lm	34.81	1,288.00	15	10	Original	Ongoing painting program	Good	Rawlinsons
Repair concrete walkway (Total: 323 m2) - 10%	33	m2	70.56	2,328.00	5	10	Original	Repair as required / Estimate only - quotations required	Good	Rawlinsons
Repaint concrete walkway	323	m2	28.64	9,251.00	5	10	Original	Ongoing painting program	Good	Rawlinsons
6. FIXTURES & FITTINGS										
Replace mailbox	44	ea.	86.71	3,815.00	25	30	Original	Replace as required	Good	Rawlinsons
7. ELECTRICAL										
Replace electrical switchboard	43	Per unit	633.68	27,248.00	30	40	Original	Replace as required	Good	Rawlinsons

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Date	Comments	Condition	Method Used
Replace intercom audio station	43	ea.	800.44	34,419.00	20	30	Original	Replace as required	Good	Rawlinsons
Replace lights to common areas	72	ea.	65.67	4,728.00	16	25	Original	Replace as required	Good	Estimate
Replace lift motor	1	ea.	31,912.29	31,912.00	20	25	Original	Estimate only - please obtain a quote	Good	Estimate



Building Photo Section

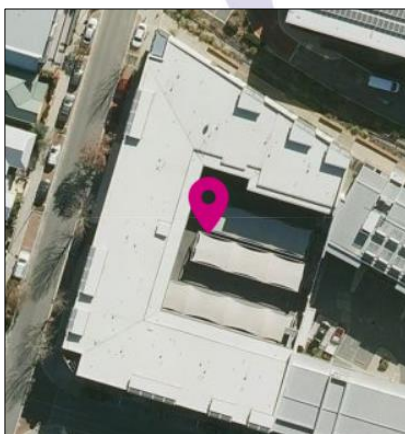
Item Group

BUILDING EXTERIOR

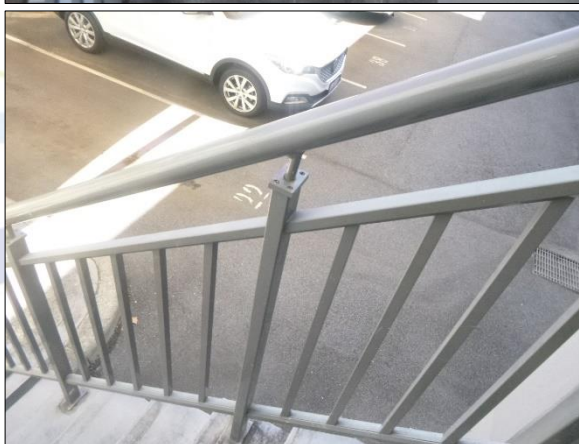
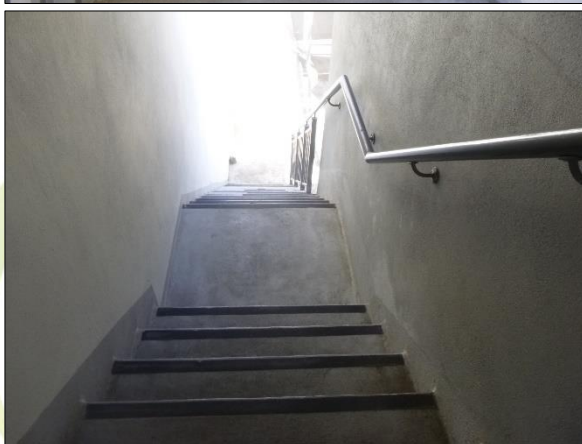
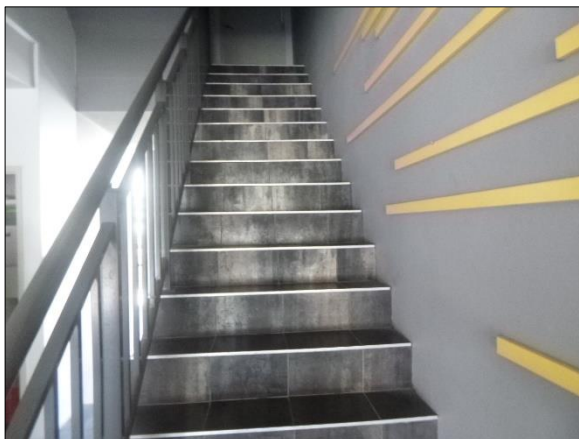


The external finishes were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

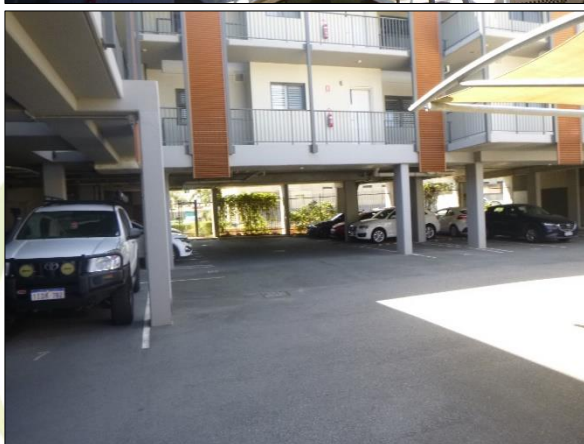
ROOFTOP



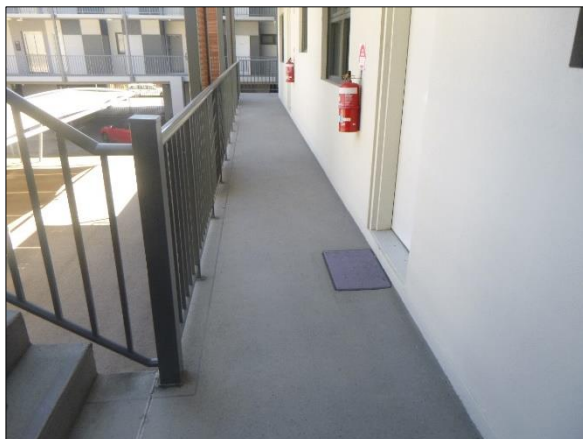
The roof was in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**STAIRWELLS**

The stair treads and handrail/balustrade were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**VEHICLE ACCESSWAYS**

All elements of the driveway entry and carpark area were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**PEDESTRIAN ACCESSWAYS**

The walkways were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

FIXTURES & FITTINGS

The mailbox was in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**ELECTRICAL**

All electrical elements were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Inspector's Report for Foundry Apartments

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **PAINT WITHIN LOT BOUNDARIES** - The measurements and estimated costs for painting include all surfaces identified by the inspector, including those within lot boundaries. While the maintenance costs of some of these surfaces are technically the responsibility of the individual lot owners, it is usual to include the painting of these areas to preserve the appearance of the property and to reduce overall costs for individual lot owners.
5. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
6. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
7. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
8. **BITUMEN SURFACES** - Bitumen surfaces are more susceptible to environmental factors than other areas of the property. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs.
9. **LIFTS** - The design of a lift requires continual maintenance. Maintenance is required due to the complexity of the engineering and electronic systems in the structure, external elements and the lift car. We assume the lifts are maintained via a comprehensive lift maintenance contract which, in our professional opinion, all buildings with lifts must have in place.

After 20 to 30 years of service, lifts may reach the end of their cost effective life. From this point lifts may experience decreasing performance along with an increase in required service. We have provisioned for lift replacement based on the age and current visual condition of the lift. In addition we take into account the following factors:

- **Obsolescence (Mechanical, Electrical & Software)**

Even though these elements can be supported at a stretch, it is prohibitively expensive to do so which adds cost and complexity into the maintenance regime. The additional cost in maintenance to facilitate reliability far outweighs the cost of new lift in the long term.

- **Building Code changes from year to year**

What may be relevant today, tends to change over time – hence the requirement to plan for upgrades every 10 years or as required.

- **Unforeseen environment impacts**

Flooding, Electrical surges & Misuse/Vandalism which are not covered by either the maintenance contract or building insurance.

Report Notes

Reserve Fund Forecast (WA)

This forecast satisfies the current requirements of Part 8, Division 1, Subdivision 3, Section 100 of the *Strata Titles Act 1985*. The Act states:

100 Administrative and reserve funds and contributions

(2) A strata company must, if it is a designated strata company, and may, in any other case —

- (a) establish a fund (a reserve fund) for the purpose of accumulating funds to meet contingent expenses, other than those of a routine nature, and other major expenses of the strata company likely to arise in the future; and*
- (b) determine the amounts to be raised for payment into the reserve fund; and*
- (c) may raise amounts so determined by levying contributions on the owners in proportion to the unit entitlements of their respective lots.*

(2A) A designated strata company must ensure —

- (a) that there is a 10 year plan that sets out —*
 - (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan; and*
 - (ii) the estimated costs for the maintenance, repairs, renewal or replacement; and*
 - (iii) other information required to be included by the regulations; and*
- (b) that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.*

A Designated Strata Company under the Act is one with 10 or more lots.

THIS REPORT DEALS WITH THE RESERVE FUND PLAN.

Implementation - It is the responsibility of the Strata Council and the Strata Company to implement this plan so far as is practicable.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Council has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Council, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Strata Company is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administrative Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Council). This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Council may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Council. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Council/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Council/Representative.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the reserve fund.

Updates - The reserve fund forecast is made with the best available data at this time. The reserve fund forecast should be upgraded at regular intervals. We recommend bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

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....."
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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 person 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 address and occupation of the witness must be stated.

EXAMINED

J600013 NR

25 Jan 2006 15:36:49 Perth



REG \$ 80.00

NOTIFICATION

LODGED BY McMullen Nolan & Partners

ADDRESS PO Box 117, South Perth 6951

PHONE No. (08) 9474 1099

FAX No. (08) 9474 1093

REFERENCE No. 92498

ISSUING BOX No. 888

MINTER ELLISON

LEVEL 49, CENTRAL PARK
152-158 531 GEORGE'S TERRACE
PERTH WA 6000

TEL: (08) 9474 1099

FAX: (08) 9474 1093

BOX NO 119W

LODGED BY McMullen Nolan & Partners

ADDRESS PO Box 117, South Perth 6951

PHONE No. (08) 9474 1099 FAX No. (08) 9474 1093

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

1/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Received Items

Nos.

Receiving
Clerk

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



Inc

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

ALL LOTS EXCEPT 9016 ON DEPOSITED PLAN 49263

EXTENT

whole

VOLUME

2615

FOLIO

158

E

197 and

REGISTERED PROPRIETOR (Note 2)

MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

LOCAL GOVERNMENT/PUBLIC AUTHORITY (Note 3)

MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

AS TO ENSURE THAT THE PURCHASER ACKNOWLEDGES IN WRITING THAT THE GROUNDWATER MAY NOT BE SUITABLE FOR ALL USES AND THAT PRIOR TO INSTALLING A BORE/ WELL OR USING OTHER MEANS TO EXTRACT GROUNDWATER, THEY SEEK ADVICE FROM A COMPETENT PROFESSIONAL ON THE SUITABILITY OF THE GROUNDWATER FOR ITS INTENDED USE

Dated this

Tuesday 20th

day of

December

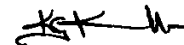
18 2005

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)


KIERAN KINSELLA
CHIEF EXECUTIVE OFFICER

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed



in the
presence of



PUBLIC SERVANT

196 SIMS RD BAKERS HILL WA 6302

signed

in the
presence of

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....."
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6. **REGISTERED PROPRIETOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

J600014 NR

25 Jan 2006 15:38:49 Perth



REG \$ 80.00

NOTIFICATION

LODGED BY **McMullen Nolan & Partners**
MINTER ELLISON
ADDRESS **PO Box 117, South Perth 6951**
LEVEL 49, CENTRAL PARK
152-158 ST. GEORGE'S TERRACE
PERTH W.A. 6000
PHONE No. **(08) 9474 1099**
FAX No. **(08) 9474 1093** TEL: **(08) 9429 7444**
REFERENCE No. **82498** FAX: **(08) 9429 7444**
ISSUING BOX No. **888** BOX NO **119PW**

LODGED BY **McMullen Nolan & Partners**
ADDRESS **PO Box 117, South Perth 6951**
PHONE No. **(08) 9474 1099** FAX No. **(08) 9474 1093**

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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



Inc

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

ALL LOTS EXCEPT 9016 ON DEPOSITED PLAN 49263

EXTENT

whole

VOLUME

2615

FOLIO

158
to
197 inc

REGISTERED PROPRIETOR (Note 2)

MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

LOCAL GOVERNMENT/PUBLIC AUTHORITY (Note 3)

MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

THE SUBJECT LOTS ARE IN PROXIMITY TO THE PERTH AIRPORT, THEREFORE RESIDENTIAL AMENITY IS LIKELY TO BE THE SUBJECT OF IMPACTS FROM AIRCRAFT WITH REGARD TO NOISE, VIBRATION AND EMISSIONS. AS A RESULT, THERE MAY BE A NEED TO INCORPORATE APPROPRIATE FEATURES IN THE DESIGN AND CONSTRUCTION OF RESIDENCES TO MITIGATE AGAINST ANY IMPACTS

Dated this

Tuesday 20th day of December

18 2005

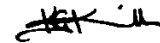
LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)



KIERAN KINSELLA
CHIEF EXECUTIVE OFFICER

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed



in the
presence of



PUBLIC SERVANT

196 SIMS RD BAKERS HILL WA 6562

signed

in the
presence of