

# 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:

Precontractual information is given **BEFORE** contract is signed by the buyer.

No avoidance right

Precontractual information substantially complying is given **AFTER** contract is signed by the buyer and before the settlement date of the contract.

If the buyer **IS NOT** materially prejudiced by the information, buyer **MAY NOT** avoid the contract

If the buyer **IS** materially prejudiced by the information, buyer **MAY** avoid the contract by giving written notice to the seller within 15 working days of being given the seller's notice.

Precontractual information **NOT** given, and if the seller were to give the information, the buyer would receive information or a document that would disclose material prejudice to the buyer

Buyer **MAY** avoid the contract before settlement by giving written notice to the seller. The notice must include the grounds on which the contract is avoided, including details of the material prejudice.

Buyer's right to delay settlement

The buyer has a right to postpone settlement by written notice if the seller does not give the buyer this disclosure statement, or gives it late. If this disclosure document is not provided until after the contract has been signed, the buyer can postpone settlement for up to 15 working days.

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.

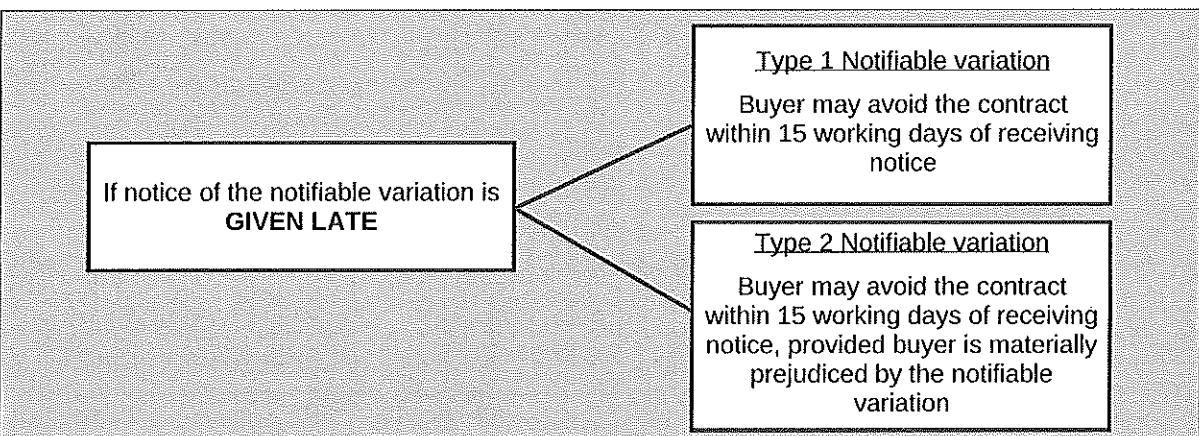
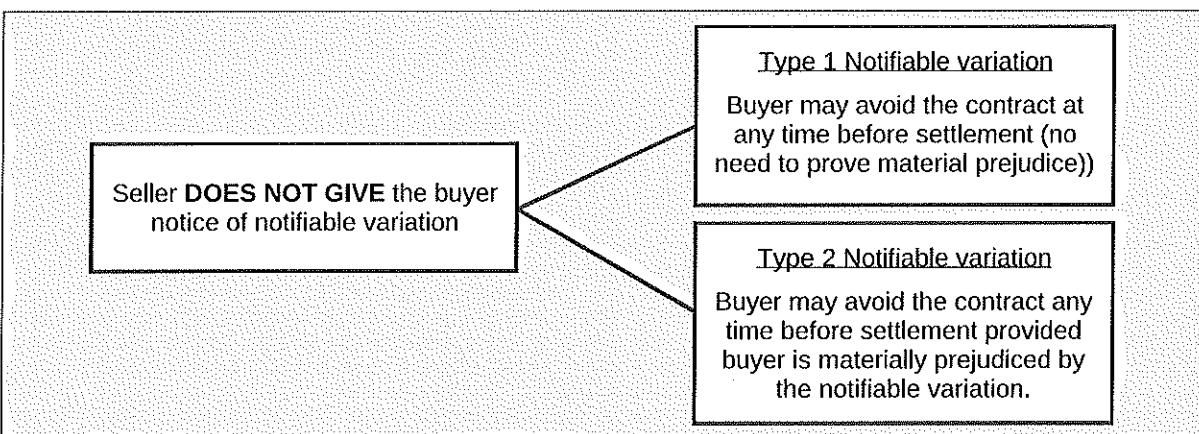
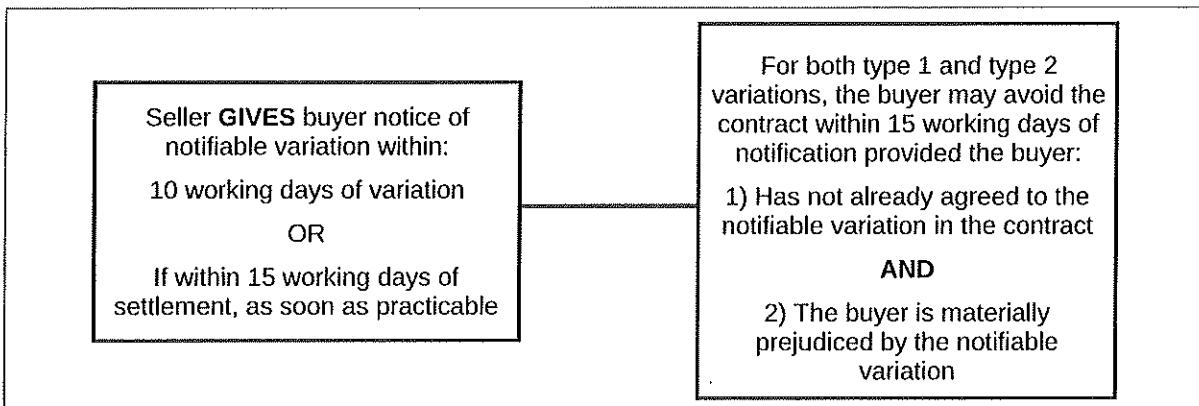
Type 1 and Type 2 notifiable variations are as follows:

| Type 1 Notifiable Variation  | Type 2 Notifiable Variation   |
|--|---|
| <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul> | <ul style="list-style-type: none"> <li>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).</li> <li>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).</li> <li>The strata company or a scheme developer- <ul style="list-style-type: none"> <li>(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</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>The current/proposed scheme by-laws are modified.</li> <li>A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul> |

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.

**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 Stephen Hall  
 Address C/- Realmark North Coastal  
 Telephone/mobile 9246 -0050 Email jimasterson@realmark.com.au  
 Name Amanda Jane Hall  
 Address C/- Realmark North Coastal  
 Telephone/mobile 92460050 Email jimasterson@realmark.com.au

#### Scheme Information

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

##### Scheme Details

Scheme name \_\_\_\_\_

Name of the strata company \_\_\_\_\_

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

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   

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

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

### Scheme Documents (must be attached)

A copy of the scheme notice n/a.

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice.

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

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

A copy of the scheme by-laws ✓

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 n/a.

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 ✓

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

### Minutes (choose one option)

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

A statement that the strata company does not keep minutes of its meetings\* n/a.

A statement of why the seller has been unable to obtain the minutes n/a.

### Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company ✓

A statement that the strata company does not prepare a statement of accounts\* n/a.

A statement of why the seller has been unable to obtain a statement of accounts n/a.

\* 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.

### 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)

14/24 Lawley Street North Beach.

Lot 14 on scheme plan no. 64754.

(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  yesIf yes, describe the restriction n/a.

\* 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  yesIf yes, please give details n/a.

## 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: \$808.00 per gfr.Reserve fund: \$314.90 per gfr.

Other levy \_\_\_\_\_

(attach details)

 Actual  Estimated total contribution \$ \_\_\_\_\_  
for the lotPayable  annually  bi-annually  quarterly  other: \_\_\_\_\_Due dates \$1,122.90 on 1/1/26 \$1,122.90 on 1/4/26  
\$1,122.90 on 1/7/26

## Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ nilIf the seller has a debt owed to a utility company, the total amount owing is \$ nil.Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. n/a.

## 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. n/a.

### 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 n/a.

### 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. n/a.

### 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. n/a.

## Acknowledgement by seller and buyer

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

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

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

I /  We<sup>1</sup>, 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

  
Stephen Hall.

Name

Stephen Hall.

Date

21/11/26

Signature

  
Amanda Jane Hall.

Name

Amanda Jane Hall.

Date

21/11/26

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

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

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

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

<sup>1</sup> Select one.

WESTERN

AUSTRALIA



TITLE NUMBER

Volume      Folio

**2949      903**

## 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.

*BG Roberts*  
REGISTRAR OF TITLES



### LAND DESCRIPTION:

LOT 14 ON STRATA PLAN 64754  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

STEVEN HALL  
AMANDA JANE HALL  
BOTH OF UNIT 14 24 LAWLEY STREET NORTH BEACH WA 6020  
AS JOINT TENANTS

(T P538639 ) REGISTERED 4/5/2023

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

- 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.

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: SP64754  
PREVIOUS TITLE: 2941-309  
PROPERTY STREET ADDRESS: UNIT 14 24 LAWLEY ST, NORTH BEACH.  
LOCAL GOVERNMENT AUTHORITY: CITY OF STIRLING

| STRATA PLAN   |                       | VER   | AMENDMENTS                    | AUTHORISED BY | DATE       |         |
|---|-----------------------|---|-------------------------------|---------------|------------|---------|
| 64754   |                       | 2   | PLAN EXAMINATION REQUIREMENTS | W.MORAN       | 20.6.2018  |         |
|  Total Project Consultants<br>PO Box 5034<br>SOUTH LAKE WA 6164<br>m: 0435 991 975<br>t: 08 9463 4355<br>c: admin@totalprojectconsultants.com.au<br>Job No.: 2018112<br>licenced surveyor   project management   town planning<br><a href="http://www.totalprojectconsultants.com.au">www.totalprojectconsultants.com.au</a> |                       |   |                               |               |            |         |
| <b>PLAN OF</b><br><b>LOT 800 ON DP 408746</b><br><b>CERTIFICATE OF TITLE</b><br><b>VOLUME: 2941 FOLIO:309</b><br><b>LOCAL GOVERNMENT</b><br><b>CITY OF STIRLING</b><br><b>INDEX PLAN</b><br><b>SEE SMART PLAN</b><br><b>FIELD BOOK</b><br><b>137366</b><br><b>SCALE</b><br><b>1:300 @ A3</b>  |                       |   |                               |               |            |         |
| <b>NAME OF SCHEME</b><br><b>NEPTUNE APARTMENTS</b><br><b>ADDRESS OF PARCEL</b><br><b>99 FLORA TERRACE</b><br><b>NORTH BEACH WA 6012</b>   |                       |   |                               |               |            |         |
| <b>MANAGEMENT STATEMENT</b> YES   |                       |   |                               |               |            |         |
| LOGGED  | EXAMINED              | IN ORDER FOR DEALINGS   |                               |               |            |         |
| DATE  | D Robertson 21.6.2018 | Application to Register Strata Plan<br>Management Statement   |                               |               |            |         |
| 1-Jun-2018  |                       | Assess. No. 21-Jun-2018   |                               |               |            |         |
| DATE  |                       | FOR REGISTRAR OF TITLES DATE  |                               |               |            |         |
| N915395<br>APPLICATION<br>DATE  | REGISTERED<br>BY      | <br>REGISTRAR OF TITLES<br>SEAL<br>21-Jun-2018 |                               |               |            |         |
| <b>WESTERN AUSTRALIAN PLANNING COMMISSION</b><br>Certificate of Approval WA A.P.C. under Section 25B(2) of<br>State Titles Act 1985<br>Delegated under S.16P & D.16.2005<br>   |                       |   |                               |               |            |         |
| <b>INTERESTS AND NOTIFICATIONS</b>  |                       |   |                               |               |            |         |
| SUBJECT   | PURPOSE               | STATUTORY REFERENCE   | ORIGIN                        | LAND BURDENED | BENEFIT TO | COMMENT |
|   |                       |   |                               |               |            |         |



|                    |            |                               |                      |             |
|--------------------|------------|-------------------------------|----------------------|-------------|
| <b>STRATA PLAN</b> | <b>VER</b> | <b>AMENDMENTS</b>             | <b>AUTHORISED BY</b> | <b>DATE</b> |
|                    | 2          | PLAN EXAMINATION REQUIREMENTS | W.MORAN              | 20.6.2018   |

STRATA PLAN  
**64754**

SHEET 3 OF 6 SHEETS

UNDER SECTION 32(2)(B) OF THE STRATA TITLES ACT 1985 THE BOUNDARIES OF THE LOTS OR PART 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 OR SHOWN OTHERWISE.

THE BOUNDARIES OF THE BALCONY (B) PART LOTS EXTEND FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER FACE OF THE BALCONY WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE BALCONY (B) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILINGS, OR THE PROLIFICATION OF THE UNDERSIDE OF THEIR CEILINGS, NOT COVERED.

THE STRATUM OF THE STOREROOM (S) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE Underside OF THEIR CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE STOREROOM (S) ARE THE INNER SURFACES OF THE STOREROOM WALLS, UNLESS OTHERWISE STATED.

THE BOUNDARIES OF THE COURTYARD (CY) PART LOTS EXTEND FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER EDGES OF THE TERRACE WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE COURTYARD (CY) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLIGATION OF THE UNDERSIDE OF THAT CEILING, IF NOT COVERED.

וְיַבְּרֵךְ יְהוָה בְּבָבְרִיאָה בְּבָבְרִיאָה בְּבָבְרִיאָה בְּבָבְרִיאָה

### ALL ANGLES ARE 90

## S = STOREROOM

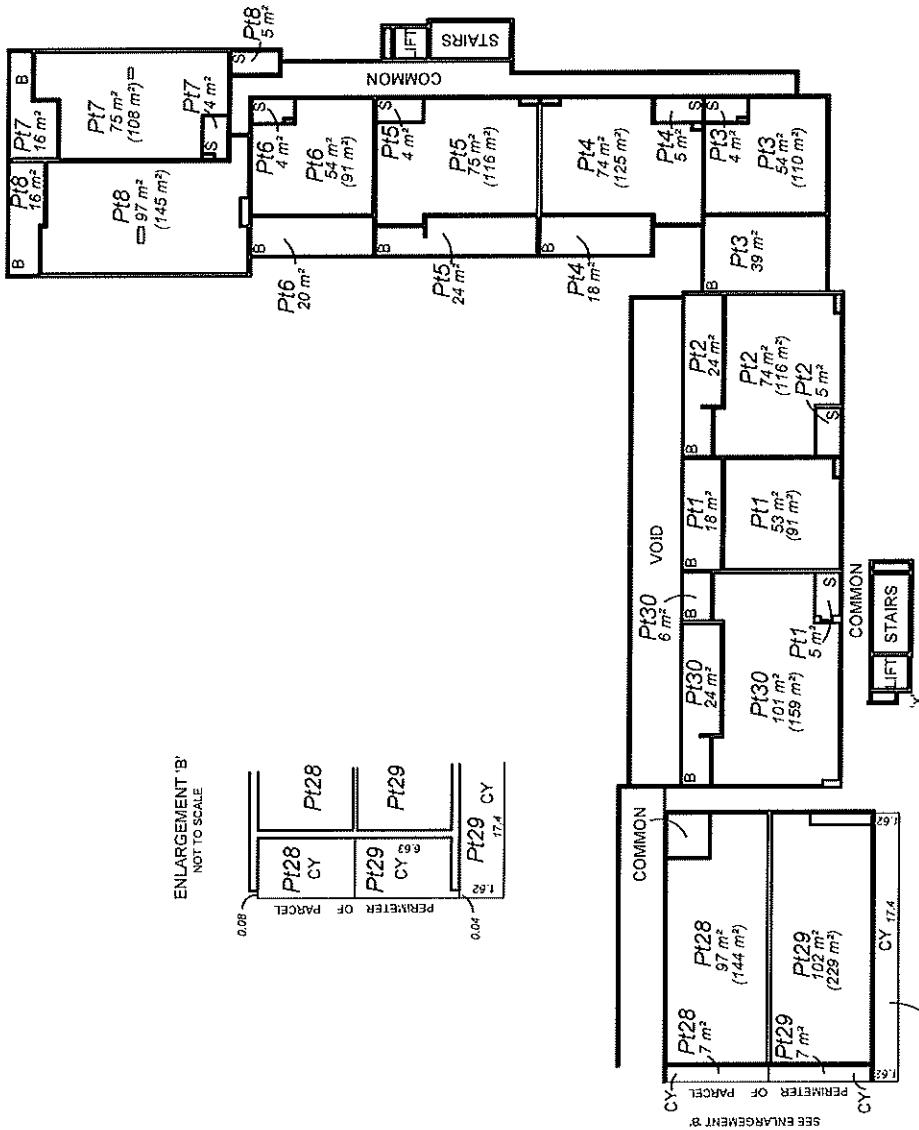
BALCONY

FOR OTHER PART LOTS SEE SHEET 2 & 4-6.  
POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

William Monroe  
Date 2018.06.20

LICENCED SURVEYOR

**TAL FORM ONLY.**



**GROUND FLOOR PLAN**  
 SCALE 1:300 @ A3

LANDGATE COPY OF ORIGINAL NOT TO SCALE 21/01/2026 10:00 AM Request number: 69306749



# STRATA PLAN 64754

SHEET 5 OF 6 SHEETS

UNDER SECTION 3(2)(B) OF THE STRATA TITLES ACT 1985 THE BOUNDARIES OF THE LOTS OR PART 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 OR SHOWN OTHERWISE.

THE BOUNDARIES OF THE BALCONY (B) PART LOTS EXTEND FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER FACE OF THE BALCONY WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE BALCONY (B) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

THE STRATUM OF THE STOREROOM (S) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THE BASEMENT CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE STOREROOM (S) ARE THE INNER SURFACES OF THE STOREROOM WALLS, UNLESS OTHERWISE STATED.

ALL PILLARS, DUCTS & VOIDS ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE.

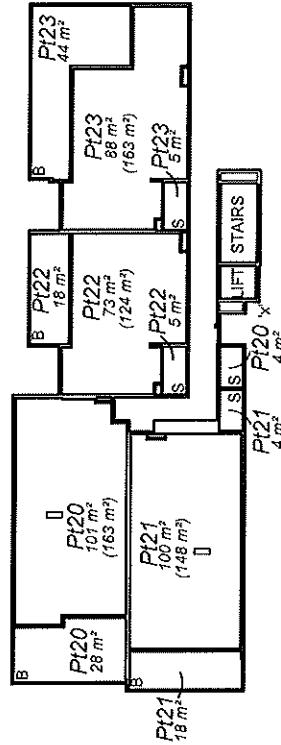
S = STOREROOM

B = BALCONY

FOR OTHER PART LOTS SEE SHEET 2-4 & 6.

POINT X REPRESENTS COMMON POINT OF OVERLAY.

| STRATA PLAN | VER | AMENDMENTS                    | AUTHORISED BY | DATE      |
|-------------|-----|-------------------------------|---------------|-----------|
| 64754       | 2   | PLAN EXAMINATION REQUIREMENTS | W.MORAN       | 20.6.2018 |



HELD BY LANDGATE  
IN DIGITAL FORM ONLY.

Digitally signed by  
Robyn Moran  
15/01/2026 10:00  
LICENSED SURVEYOR

# STRATA PLAN 64754

SHEET 6 OF 6 SHEETS

UNDER SECTION 3(2)(B) OF THE STRATA TITLES ACT 1985 THE BOUNDARIES OF THE LOTS OR PART 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 OR SHOWN OTHERWISE.

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THE STRATUM OF THE BALCONY (B) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

THE STRATUM OF THE STOREROOM (S) PART LOTS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THE BASEMENT CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE STOREROOM (S) ARE THE INNER SURFACES OF THE STOREROOM WALLS, UNLESS OTHERWISE STATED.

ALL PILLARS, DUCTS & VOIDS ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE.

S = STORE ROOM

B = BALCONY

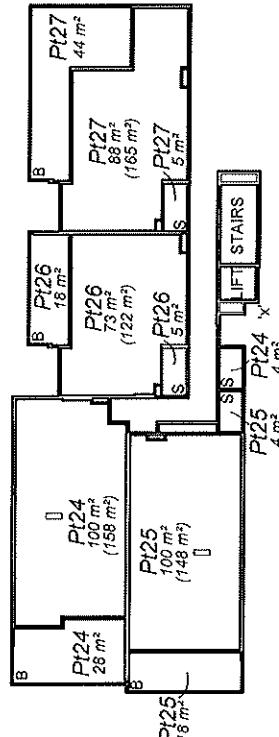
FOR OTHER PART LOTS SEE SHEET 25.

POINT X REPRESENTS COMMON POINT OF OVERLAY.

Digitally signed by  
Willie Moran  
Date: 2018-02-11 09:46:00  
LICENCED SURVEYOR

| STRATA PLAN | VER | AMENDMENTS                    | AUTHORISED BY | DATE      |
|-------------|-----|-------------------------------|---------------|-----------|
| 64754       | 2   | PLAN EXAMINATION REQUIREMENTS | W.MORAN       | 20.6.2018 |

| STRATA PLAN | VER | AMENDMENTS                    | AUTHORISED BY | DATE      |
|-------------|-----|-------------------------------|---------------|-----------|
| 64754       | 2   | PLAN EXAMINATION REQUIREMENTS | W.MORAN       | 20.6.2018 |



Local Government Ref.  
WAPC Ref.

## FORM 26

STRATA PLAN NO 64754

*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 .....  
..... 21-Feb-18 ..... 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 # 800

Location ..... 99 Flora Terrace

Locality ..... North Beach

Local Government ..... City of Stirling

Lodged by: Total Project Consultants  
.....  
Date: 21-Feb-18

City of Stirling  
Delegated Officer  
Section 25  
Strata Titles Act 1985

  
For Chairman, Western Australian  
Planning Commission

22 May 2018  
Date

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

(\*To be deleted as appropriate.)

**FORM 3**

page 1 of 2

| STRATA PLAN No.              |                  | 64754               |      |                              |                  |                     |      |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| 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                            | 224              |                     |      | 28                           | 273              |                     |      |
| 2                            | 296              |                     |      | 29                           | 308              |                     |      |
| 3                            | 226              |                     |      | 30                           | 262              |                     |      |
| 4                            | 307              |                     |      | 31                           | 132              |                     |      |
| 5                            | 296              |                     |      |                              |                  |                     |      |
| 6                            | 226              |                     |      |                              |                  |                     |      |
| 7                            | 307              |                     |      |                              |                  |                     |      |
| 8                            | 397              |                     |      |                              |                  |                     |      |
| 9                            | 410              |                     |      |                              |                  |                     |      |
| 10                           | 408              |                     |      |                              |                  |                     |      |
| 11                           | 311              |                     |      |                              |                  |                     |      |
| 12                           | 311              |                     |      |                              |                  |                     |      |
| 13                           | 300              |                     |      |                              |                  |                     |      |
| 14                           | 229              |                     |      |                              |                  |                     |      |
| 15                           | 300              |                     |      |                              |                  |                     |      |
| 16                           | 311              |                     |      |                              |                  |                     |      |
| 17                           | 229              |                     |      |                              |                  |                     |      |
| 18                           | 315              |                     |      |                              |                  |                     |      |
| 19                           | 406              |                     |      |                              |                  |                     |      |
| 20                           | 419              |                     |      |                              |                  |                     |      |
| 21                           | 417              |                     |      |                              |                  |                     |      |
| 22                           | 319              |                     |      |                              |                  |                     |      |
| 23                           | 412              |                     |      |                              |                  |                     |      |
| 24                           | 448              |                     |      |                              |                  |                     |      |
| 25                           | 446              |                     |      |                              |                  |                     |      |
| 26                           | 329              |                     |      |                              |                  |                     |      |
| 27                           | 426              |                     |      |                              |                  |                     |      |

Continued Overleaf

### **FORM 3**

**DESCRIPTION OF PARCEL AND BUILDING**

TWENTY SEVEN APARTMENT DWELLINGS AND FOUR COMMERCIAL SUITES  
UPON LOT 800 ON DEPOSITED PLAN 408746  
ADDRESS OF PARCEL: 99 FLORA TERRACE, NORTH BEACH WA 6012

**CERTIFICATE OF LICENSED VALUER  
STRATA**

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

31-May-2018

Digitally signed by  
Brad Dawson  
Date: 2018.06.01  
12:36:08 +08'00'  
Signed

**FORM 5**

## Strata Titles Act 1985

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

STRATA PLAN No. 64754

**DESCRIPTION OF PARCEL & BUILDING**

Parcel: Lot 800 on Deposited Plan 408746

Address: 99 Flora Terrace, North Beach

Building: Multi storey concrete and metal, residential and commercial building

## CERTIFICATE OF LICENSED SURVEYOR

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

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

\*(b) each building shown on the plan is within the external surface boundaries of the parcel; or

(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —

(i) all lots shown on the plan are within the external surface boundaries of the parcel;

(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and

(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and

(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) \_\_\_\_\_ on Strata Plan No. .... registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.

Digitally signed by William Moran  
Date: 2018.05.18 15:48:57 +08'00'

## Licensed Surveyor

Date

\*Delete if inapplicable

## Occupancy permit – strata

Building Act 2011, section 50, 61  
Building Regulations 2012, regulation 4

Permit number  
OP18/0040

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

## 1. Details of building or structure

|   |                              |   |   |        |
|---|------------------------------|---|---|--------|
| Property street address (provide lot number where street number is not known) | Unit no                      | Street no   | Level                                   | Lot no |
|   |                              | 99  |   | 800    |
|   | Street name<br>Flora Terrace |   |   |        |
|   | Suburb<br>NORTH BEACH        | State<br>WA   | Postcode<br>6020                        |        |
| Certificate of title  | Volume<br>2941               | Folio<br>309  |   |        |
| Lot(s) on survey  | Lot 800 on DP 408746         |   |   |        |
| Strata plan number  | 64754                        | Land being re-subdivided (if applicable)                    | N/A                                     |        |
| Description of building   | Residential Apartments       |   |   |        |
| BCA class of the building   | Main BCA class<br>2          | Secondary BCA class (for multi-purpose buildings)<br>6 & 7a |   |        |
| Use(s) of the building  | Residential Apartments       |   | Each restriction on use (if applicable) |        |

## 2. Permit details

This occupancy permit strata is for:  Whole of building  Part of building

Details

Nil

Western Australian Planning Commission approval required?  Yes  No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit strata is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

|                  |  |                                       |
|------------------|--|---------------------------------------|
| Issuing officer  | Name<br>Joseph Rowe-Martin   | Job title<br>Senior Building Surveyor |
|                  | Signature<br> | Date<br>22 May 2018                   |
| Permit authority | CITY OF STIRLING   |                                       |

SCHEDULE OF ENCUMBRANCES ETC.



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

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

OFFICE USE ONLY  
ANNEXURE B  
STRATA PLAN

## Strata Plan 64754

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 1   | 2949/890             | Registered |          |
| 2   | 2949/891             | Registered |          |
| 3   | 2949/892             | Registered |          |
| 4   | 2949/893             | Registered |          |
| 5   | 2949/894             | Registered |          |
| 6   | 2949/895             | Registered |          |
| 7   | 2949/896             | Registered |          |
| 8   | 2949/897             | Registered |          |
| 9   | 2949/898             | Registered |          |
| 10  | 2949/899             | Registered |          |
| 11  | 2949/900             | Registered |          |
| 12  | 2949/901             | Registered |          |
| 13  | 2949/902             | Registered |          |
| 14  | 2949/903             | Registered |          |
| 15  | 2949/904             | Registered |          |
| 16  | 2949/905             | Registered |          |
| 17  | 2949/906             | Registered |          |
| 18  | 2949/907             | Registered |          |
| 19  | 2949/908             | Registered |          |
| 20  | 2949/909             | Registered |          |
| 21  | 2949/910             | Registered |          |
| 22  | 2949/911             | Registered |          |
| 23  | 2949/912             | Registered |          |
| 24  | 2949/913             | Registered |          |
| 25  | 2949/914             | Registered |          |
| 26  | 2949/915             | Registered |          |
| 27  | 2949/916             | Registered |          |
| 28  | 2949/917             | Registered |          |
| 29  | 2949/918             | Registered |          |
| 30  | 2949/919             | Registered |          |
| 31  | 2949/920             | Registered |          |

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF NEPTUNE APARTMENTS, 99 FLORA TERRACE, NORTH BEACH, STRATA PLAN 64754, HELD ON MONDAY 25<sup>TH</sup> AUGUST 2025 IN THE MOUNT FLORA REGIONAL MUSEUM MEETING ROOM AT 30 ELVIRE ST, WATERMANS BAY WA 6020.**

---

**1. ATTENDANCE/APOLOGIES/PROXIES:**

**Present:**

|                |                                       |
|----------------|---------------------------------------|
| T Costello     | Lot 1                                 |
| L Blaine       | Lot 2                                 |
| SC & DL Hobley | Lot 8                                 |
| DG Masel       | Lot 9, 10, 11 & 15                    |
| JC Ryan        | Lot 20 (Arrived 5:34pm)               |
| MS & SL Walker | Lot 22                                |
| MG Goggins     | Lot 23 (Arrived 5:34pm)               |
| AM Trovarelli  | Lot 27                                |
| E Logiudice    | Representing Logiudice Property Group |
| C Thompson     | Representing Logiudice Property Group |

**Proxies:**

|  |        |                       |
|--|--------|-----------------------|
| Mkhambathi Pty Ltd                     | Lot 4  | Nominated Chairperson |
| BL Filippou                            | Lot 5  | Nominated SC Hobley   |
| SC & D Hobley                          | Lot 8  | Nominated SC Hobley   |
| SR & KL Brown                          | Lot 10 | Nominated DG Masel    |
| Wybelanah Pty Ltd ATF Angwin Superfund | Lot 11 | Nominated DG Masel    |
| RM Hawes                               | Lot 15 | Nominated DG Masel    |
| M & O Atkinson                         | Lot 18 | Nominated Chairperson |
| MS & SL Walker                         | Lot 22 | Nominated MS Walker   |
| KJ & AI Carroll                        | Lot 24 | Nominated Chairperson |
| L Arcus                                | Lot 25 | Nominated Chairperson |

**Apologies:**

|          |        |
|----------|--------|
| RM Hawes | Lot 15 |
|----------|--------|

**QUORUM:**

A quorum of owners being present the meeting commenced at 5.30 pm.

**2. CHAIRPERSON:**

It was **resolved** that E Logiudice be appointed as Chairperson for the duration of the meeting.

**3. STRATA MANAGERS REPORT:**

The meeting considered the Strata Manager's annual report and resolved to accept the report as presented.

**4. MINUTES:**

**4.1 Confirmation of minutes of the Annual General Meeting held on Monday 12<sup>th</sup> August 2024**

The meeting considered the minutes of the Annual General Meeting held on Monday 12<sup>th</sup> August 2024. On motion **moved** by DG Masel and **seconded** by AM Trovarelli, it was **resolved** the minutes be accepted as a true and correct record.

**5. FINANCE**

**5.1 Financial Statements:**

After due consideration of the Statement of Accounts for 1<sup>st</sup> July 2024 to 30<sup>th</sup> June 2025, and on motion **moved** by DG Masel and **seconded** by L Blaine, it was **resolved** that the Statement of Accounts be adopted as presented.

**Motion Carried**

## 5.2 Administrative Budget:

The meeting considered the proposed Administrative Fund Budget. On motion moved by AM Trovarelli and seconded by SC Hobley, it was resolved the proposed expenditure estimates and provisions for the period 1<sup>st</sup> July 2025 to 30<sup>th</sup> June 2026 be adopted as the Administrative Fund Budget for that period due and payable 1<sup>st</sup> October 2025, 1<sup>st</sup> January 2026, 1<sup>st</sup> April 2026 and 1<sup>st</sup> July 2026 to raise a total of \$128,302.00 plus GST.

### **Motion Carried**

### 5.3 Reserve Fund Budget:

The meeting considered the proposed Reserve Fund Budget. On motion moved by DG Masel and seconded by AM Trovarelli, it was resolved the proposed amended expenditure estimates and provisions for the period 1<sup>st</sup> July 2025 to 30<sup>th</sup> June 2026 be adopted as the Reserve Fund Budget for that period due and payable 1<sup>st</sup> October 2025, 1<sup>st</sup> January 2026, 1<sup>st</sup> April 2026 and 1<sup>st</sup> July 2026 to raise a total of \$50,000.00 plus GST. Motion Carried

### **Motion Carried**

## 6. ELECTION OF COUNCIL OF OWNERS

The meeting considered the election of Council members, and it was resolved that the number for the Council would be four (4). Nominations for the Council of Owners were received from the following:

- L Blaine Lot 2
- SC Hobley Lot 8
- DG Masel Lot 9
- AM Trovarelli Lot 27

There being no further nominations the foregoing were duly elected.

## 7. INSURANCE

### Motion on Notice

The strata manager is directed to renew the policy when it falls due –

- (a) At the current level of building sum insured;
- (b) At the level of building sum insured to a figure as determined at this meeting

Or

- (c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation.

On motion moved by all in attendance, it was resolved to proceed with option (a) – The strata manager is directed to renew the policy when it falls due at the current building sum insured as there was a valuation conducted last year.

## Action – Strata Manager

## 8. SPECIAL BUSINESS

## 8.1 Water Ingress – Update

The meeting discussed the 7 apartments that have reported water ingress. The reports and quotes that pending from All Surface Restorations, which the Council of Owners will manage.

Action – Council of Owners to review.

## 8.2 Restoration to Damaged Area

The meeting clarified what is and is not covered by the strata policy, including that wooden floors are covered, however carpet is not. Strata Manager discussed the resultant damage will be reviewed by the insurance assessor once the water ingress has been repaired.

## 9. Alterations to the Lot

Strata Manager discussed this is an important a reminder to all owners that alterations to the lot need to be approved by the strata company. Works have been suspected to be completed without strata permission in commercial lot 30. No application was received for these renovations, and the meeting considered the importance of these details for strata company records and for any future repairs stemming from these.

Action – Strata Manager to write to the commercial owner for further clarification

**10. Structural Update**

David Masel reported that Engineering consultants are comfortable with the progress survey results with regards slab deviation following repairs undertaken. This would indicate no requirement for pillars to provide additional support. However, this is subject to final confirmation from the initial building Engineers which is expected imminently.

It was recommended another survey be conducted in 12 months to confirm everything remains in order.

**10. CLOSE OF MEETING**

There being no further business, the meeting was closed at 5.51pm.

---

**Details regarding water ingress for apartments. Does not apply to apartment 14. The issue has been with apartments that have west facing sliding doors but due to the balcony overhang and sheltered circumstances of apartment 14 it has not been an issue at all.**

**From:** Eleanor Logiudice <eleanor@lpg.com.au>

**Sent:** Friday, 25 July 2025 6:24 PM

**Cc:** Claire Thompson <claire.thompson@lpg.com.au>

**Subject:** NEPTUNE APARTMENTS - UPDATE TO ALL OWNERS ON WATER LEAKS TO UNITS

Good evening all

Due to the unusually wet weather this year in Perth, several units have experienced water leaks. Each affected unit has been referred either to a consultant for expert advice or directly to a contractor for assessment and quoting.

We understand the process has been slower than anticipated, but given the nature of the water ingress in each case, it is essential that we gather accurate information to ensure appropriate and effective repairs.

The following units are scheduled for quoting next week: **Units 4, 11, 15, 16, 22, 23, and 25.**

Please note that once the quotes are received, they will need to go through an approval process, which may add some additional time. We appreciate your patience and understanding as we work towards resolving these issues thoroughly and properly.

Regards

Eleanor Logiudice  
Director/Licensee  
Vice Chair of REIWA Strata Network Chapter

[Logiudice Property Group](#)  
Address: 2/8 Preston Street, COMO WA 6152  
Postal Address: PO Box 8044, SOUTH PERTH WA 6151  
Phone: 08 9368 5888 | Fax: 08 9368 5800

**Approved Budget**  
**to apply from 01/07/2025**

Logiudice Property Group TC68291  
2/8 Preston Street, COMO WA 6152  
Phone: (08) 9368 5888  
Fax: (08) 9368 5800  
ABN 14 167 647 618  
accounts@lpg.com.au

Neptune Apartments - Strata Plan 64754

99 Flora Terrace, NORTH BEACH WA 6020

| <b>Administrative Fund</b>                 |  | <b>Approved<br/>budget</b> | <b>Actual</b>     | <b>Previous<br/>budget</b> |
|--|--|----------------------------|-------------------|----------------------------|
|  |  | 01/07/2024-30/06/2025      |                   |                            |
| <b>Revenue</b>                             |  |                            |                   |                            |
| Interest on Arrears--Admin                 |  | 0.00                       | 153.18            | 0.00                       |
| Levies Due--Admin                          |  | 128,302.00                 | 124,711.29        | 125,000.00                 |
| Prior Period GST Revenue Adjustment-Admin  |  | 0.00                       | 66.92             | 0.00                       |
| Recovery--Electricity                      |  | 35,000.00                  | 32,098.50         | 25,000.00                  |
| Recovery--Remotes,Keys, Postage & Handling |  | 0.00                       | 870.90            | 0.00                       |
| Section 110 Certificates--EFT              |  | 0.00                       | 1,120.00          | 0.00                       |
| <i>Total revenue</i>                       |  | <i>163,302.00</i>          | <i>159,020.79</i> | <i>150,000.00</i>          |
| <b>Less expenses</b>                       |  |                            |                   |                            |
| Admin--Accounting                          |  | 920.00                     | 920.00            | 920.00                     |
| Admin--Bank Charges                        |  | 200.00                     | 135.05            | 200.00                     |
| Admin--Expenses                            |  | 132.00                     | 0.00              | 0.00                       |
| Admin--Legal Fees                          |  | 0.00                       | 3,021.15          | 0.00                       |
| Admin--Management Fees--Standard           |  | 10,000.00                  | 10,000.00         | 10,000.00                  |
| Admin--Meter Reading Charge                |  | 3,500.00                   | 3,360.00          | 3,000.00                   |
| Admin--Meter Reading/Invoicing Fees        |  | 1,000.00                   | 775.00            | 1,500.00                   |
| Admin--Section 110 Certificates            |  | 0.00                       | 1,120.00          | 0.00                       |
| Admin--Storage & Archive Fees              |  | 0.00                       | 120.00            | 110.00                     |
| Insurance--Premiums                        |  | 25,000.00                  | 21,006.23         | 25,000.00                  |
| Insurance--Valuation                       |  | 0.00                       | 500.00            | 0.00                       |
| Maint Bldg--Cleaning                       |  | 18,000.00                  | 17,910.00         | 17,500.00                  |
| Maint Bldg--Electrical Repairs             |  | 4,000.00                   | 924.40            | 5,000.00                   |
| Maint Bldg--Fire Protection                |  | 10,000.00                  | 9,622.88          | 10,000.00                  |
| Maint Bldg--General Repairs                |  | 14,000.00                  | 13,794.51         | 12,000.00                  |
| Maint Bldg--Lift--Maintenance Contract     |  | 18,000.00                  | 17,917.76         | 11,000.00                  |
| Maint Bldg--Miscellaneous Expenses         |  | 250.00                     | 234.49            | 200.00                     |
| Maint Bldg--Plumbing Repairs               |  | 4,000.00                   | 3,899.00          | 2,000.00                   |
| Maint Bldg--Remotes, Locks, Keys & Cards   |  | 500.00                     | 30.00             | 500.00                     |
| Maint Bldg--Security Doors, Gates & Fences |  | 2,000.00                   | 1,103.69          | 2,000.00                   |
| Utility--Electricity                       |  | 40,000.00                  | 39,910.78         | 34,000.00                  |
| Utility--Gas                               |  | 6,000.00                   | 5,721.96          | 6,000.00                   |
| Utility--Water Consumption                 |  | 5,500.00                   | 4,570.00          | 6,000.00                   |
| Utility--Water Corp Annual Service Charge  |  | 300.00                     | 306.40            | 300.00                     |
| <i>Total expenses</i>                      |  | <i>163,302.00</i>          | <i>156,903.30</i> | <i>147,230.00</i>          |
| <b>Surplus/Deficit</b>                     |  | <b>0.00</b>                | <b>2,117.49</b>   | <b>2,770.00</b>            |
| Opening balance                            |  | 492.24                     | (1,625.25)        | (1,625.25)                 |

|  |                                       |                 |                     |
|--|---------------------------------------|-----------------|---------------------|
| Neptune Apartments - Strata Plan 64754         | 99 Flora Terrace, NORTH BEACH WA 6020 |                 |                     |
| <b>Closing balance</b>                         | <b>\$492.24</b>                       | <b>\$492.24</b> | <b>\$1,144.75</b>   |
| Total units of entitlement                     | 10000                                 |                 | 10000               |
| Levy contribution per unit entitlement         | \$14.11                               |                 | \$13.75             |
| Budgeted standard levy revenue                 | 128,302.00                            |                 | 125,000.00          |
| Add GST  | 12,830.20                             |                 | 12,500.00           |
| <b>Amount to raise in levies including GST</b> | <b>\$141,132.20</b>                   |                 | <b>\$137,500.00</b> |

| <b>Reserve Fund</b>                            |   |                    |                        |
|--|---|--------------------|------------------------|
|  | <b>Approved budget</b><br>01/07/2024-30/06/2025 | <b>Actual</b>      | <b>Previous budget</b> |
| <b>Revenue</b>                                 |   |                    |                        |
| Interest on Arrears--Reserve                   | 0.00  | 172.45             | 0.00                   |
| Levies Due (Special)--Reserve                  | 0.00  | 253,227.63         | 253,227.00             |
| Levies Due--Reserve                            | 50,000.00                                       | 46,251.31          | 50,000.00              |
| <i>Total revenue</i>                           | <i>50,000.00</i>                                | <i>299,651.39</i>  | <i>303,227.00</i>      |
| <b>Less expenses</b>                           |   |                    |                        |
| Maint Bldg--Building Repairs                   | 25,000.00                                       | 9,598.00           | 25,000.00              |
| Special Projects                               | 50,000.00                                       | 142,188.86         | 197,570.17             |
| <i>Total expenses</i>                          | <i>75,000.00</i>                                | <i>151,786.86</i>  | <i>222,570.17</i>      |
| <b>Surplus/Deficit</b>                         | <b>(25,000.00)</b>                              | <b>147,864.53</b>  | <b>80,656.83</b>       |
| Opening balance                                | 81,808.15                                       | (66,056.38)        | (66,056.38)            |
| <b>Closing balance</b>                         | <b>\$56,808.15</b>                              | <b>\$81,808.15</b> | <b>\$14,600.45</b>     |
| Total units of entitlement                     | 10000   |                    | 10000                  |
| Levy contribution per unit entitlement         | \$5.50  |                    | \$5.50                 |
| Budgeted standard levy revenue                 | 50,000.00                                       |                    | 50,000.00              |
| Add GST  | 5,000.00  |                    | 5,000.00               |
| <b>Amount to raise in levies including GST</b> | <b>\$55,000.00</b>                              |                    | <b>\$55,000.00</b>     |

## Approved Levy Schedule to apply from **01/07/2025**

Logiudice Property Group TC68291  
2/8 Preston Street, COMO WA 6152  
Phone: (08) 9368 5888  
Fax: (08) 9368 5800  
ABN 14 167 647 618  
accounts@lpg.com.au

Neptune Apartments - Strata Plan 64754

99 Flora Terrace, NORTH BEACH WA 6020

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

| Lot | Unit | Unit Entitlement | Admin Fund  | Reserve Fund | Quarterly Total | Annual Total |
|-----|------|------------------|-------------|--------------|-----------------|--------------|
| 1   | 0    | 224.00           | 790.35      | 308.00       | 1,098.35        | 4,393.40     |
| 2   | 0    | 296.00           | 1,044.40    | 407.00       | 1,451.40        | 5,805.60     |
| 3   | 0    | 226.00           | 797.40      | 310.75       | 1,108.15        | 4,432.60     |
| 4   | 0    | 307.00           | 1,083.20    | 422.15       | 1,505.35        | 6,021.40     |
| 5   | 0    | 296.00           | 1,044.40    | 407.00       | 1,451.40        | 5,805.60     |
| 6   | 0    | 226.00           | 797.40      | 310.75       | 1,108.15        | 4,432.60     |
| 7   | 0    | 307.00           | 1,083.20    | 422.15       | 1,505.35        | 6,021.40     |
| 8   | 0    | 397.00           | 1,400.75    | 545.90       | 1,946.65        | 7,786.60     |
| 9   | 0    | 410.00           | 1,446.65    | 563.75       | 2,010.40        | 8,041.60     |
| 10  | 0    | 408.00           | 1,439.55    | 561.00       | 2,000.55        | 8,002.20     |
| 11  | 0    | 311.00           | 1,097.30    | 427.65       | 1,524.95        | 6,099.80     |
| 12  | 0    | 311.00           | 1,097.30    | 427.65       | 1,524.95        | 6,099.80     |
| 13  | 0    | 300.00           | 1,058.50    | 412.50       | 1,471.00        | 5,884.00     |
| 14  | 0    | 229.00           | 808.00      | 314.90       | 1,122.90        | 4,491.60     |
| 15  | 0    | 300.00           | 1,058.50    | 412.50       | 1,471.00        | 5,884.00     |
| 16  | 0    | 311.00           | 1,097.30    | 427.65       | 1,524.95        | 6,099.80     |
| 17  | 0    | 229.00           | 808.00      | 314.90       | 1,122.90        | 4,491.60     |
| 18  | 0    | 315.00           | 1,111.45    | 433.15       | 1,544.60        | 6,178.40     |
| 19  | 0    | 406.00           | 1,432.50    | 558.25       | 1,990.75        | 7,963.00     |
| 20  | 0    | 419.00           | 1,478.40    | 576.15       | 2,054.55        | 8,218.20     |
| 21  | 0    | 417.00           | 1,471.30    | 573.40       | 2,044.70        | 8,178.80     |
| 22  | 0    | 319.00           | 1,125.55    | 438.65       | 1,564.20        | 6,256.80     |
| 23  | 0    | 412.00           | 1,453.70    | 566.50       | 2,020.20        | 8,080.80     |
| 24  | 0    | 448.00           | 1,580.70    | 616.00       | 2,196.70        | 8,786.80     |
| 25  | 0    | 446.00           | 1,573.65    | 613.25       | 2,186.90        | 8,747.60     |
| 26  | 0    | 329.00           | 1,160.85    | 452.40       | 1,613.25        | 6,453.00     |
| 27  | 0    | 426.00           | 1,503.10    | 585.75       | 2,088.85        | 8,355.40     |
| 28  | 0    | 273.00           | 963.25      | 375.40       | 1,338.65        | 5,354.60     |
| 29  | 0    | 308.00           | 1,086.75    | 423.50       | 1,510.25        | 6,041.00     |
| 30  | 0    | 262.00           | 924.45      | 360.25       | 1,284.70        | 5,138.80     |
| 31  | 0    | 132.00           | 465.75      | 181.50       | 647.25          | 2,589.00     |
|     |      | 10,000.00        | \$35,283.60 | \$13,750.35  | \$49,033.95     | \$196,135.80 |



## STRATA COMMUNITY INSURANCE

[stratacommunityinsure.com.au](http://stratacommunityinsure.com.au)

T 1300 SCINSURE (1300 724 678)  
E [myenquiry@scinsure.com.au](mailto:myenquiry@scinsure.com.au)  
A PO Box Z5111, St Georges Terrace, WA 6831

### CERTIFICATE OF CURRENCY

#### THE INSURED

|                        |   |                      |
|------------------------|---|----------------------|
| POLICY NUMBER          | POL11062494   |                      |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> |                      |
|                        | Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>                            |                      |
| THE INSURED            | The Owners of Neptune Apartments Strata Plan 64754  |                      |
| SITUATION              | 99 Flora Terrace, North Beach, WA, 6020   |                      |
| PERIOD OF INSURANCE    | Commencement Date:  | 4:00pm on 31/05/2025 |
|                        | Expiry Date:  | 4:00pm on 31/05/2026 |
| INTERMEDIARY           | Centrewest Insurance Brokers  |                      |
| ADDRESS                | PO Box 636, Balcatta, WA, 6914  |                      |
| DATE OF ISSUE          | 15/05/2025  |                      |

#### POLICY LIMITS / SUMS INSURED

|            |                                       |  |              |
|------------|---------------------------------------|--|--------------|
| SECTION 1  | PART A                                | 1. Building                                | \$18,595,500 |
|            |                                       | Common Area Contents                       | \$180,000    |
|            |                                       | 2. Terrorism Cover under Section 1 Part A2 | Applies      |
|            | PART B                                | Loss of Rent/Temporary Accommodation       | \$2,789,325  |
|            | 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             |  | \$1,000,000  |
| SECTION 7  | Machinery Breakdown                   |  | \$100,000    |
| SECTION 8  | Catastrophe                           |  | Not Included |
| 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



## Scheme By-laws – First Consolidation

*Strata Titles Act 1985*

Part 4 Division 4

Scheme Number: **64754**

The Owners of<sup>1</sup> **The Neptune Apartments Strata Scheme 64754** (strata company):

### **Part 1 – First Consolidation**

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(2), applies to the Registrar of Titles to register an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws.

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

### **Part 2 – Application to Amend**

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on **29/08/2022** and closed on **26/09/2022** (and which must be registered within 3 months from closing date) the  **additions** /  **amendments** /  **repeal**<sup>2</sup> to the Governance by-laws were made as detailed here.

1. The repeal of the existing by-law 54 (Pets).

2. The addition of the following governance by-law 27

#### **"27 Balconies**

- 27.1 *A proprietor, occupier or other resident of a lot shall not be permitted to enclose an entire balcony on a lot with any material including but not limited to glass, brick, concrete or plasterboard.*
- 27.2 *A proprietor, occupier or other resident of a lot shall not, without the prior written consent of the Council, install any blinds or shutters to any balcony other than blinds or shutters that meet the following requirements:*
  - a. *balcony blinds:*
    - i. *all blinds must be Ziptrack brand, and supplied and installed by a supplier approved by the Council of Owners;*

<sup>1</sup> 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.

<sup>2</sup> Select one.

Version 2



**25. Pets**

25(1) In this by-law:

- a) **Excluded Dog** means a Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 (WA) or any other breed or category of dog specified from time to time by the Strata Company;
- b) **'Pet'** means fish in an enclosed aquarium, a caged bird, a Small Dog, or a cat.
- c) **'Small dog'** means any breed of dog which at its full-grown size does not exceed 15kg and is not an Excluded Dog or at the discretion of the Council of Owners;

25(2) Subject to sub by-law (6), a proprietor, occupier visitor to or other resident of a lot must not bring onto or keep any animal on the parcel including the Common Property or any Lot, unless that proprietor, occupier, visitor or other resident has first obtained the prior written consent of the Council. In particular circumstances, as determined by the Council, the Council may agree in writing to grant permission for a dog that is not a Small Dog to enter onto the parcel including the Common Property or any Lot.

25(3) Subject to sub by-law (6), any animal other than a Pet approved by the Council may not enter onto the parcel including the Common Property or any Lot.

25(4) A proprietor, occupier, visitor or other resident that is permitted to keep in a lot a Pet approved by the Council, must:

- a) be responsible for the health, hygiene (including picking up and disposing of faeces in a sanitary manner), control and supervision of the Pet;
- b) not allow the Pet to be on any part of the Common Property when not being carried
- c) prevent the Pet from consistently making a noise or behaving in a manner which disturbs the properties or occupiers of any other lot and will take every action reasonably necessary to prevent that noise and/or remedy such behaviour; and
- d) comply with any requirement of the local government relating to the keeping of the Pet;

25(5) The Strata Company may serve notice on a proprietor, occupier, visitor or other resident of a Lot, which keeps a Pet that consistently make a noise that can be heard outside of the Lot or which otherwise causes a nuisance to other proprietors, requiring the proprietor to remove the offending Pet from the parcel within 7 days of the date of service of the said notice.

25(6) This by-law does not prevent the keeping of a registered assistance animal as defined in the Disability Discrimination Act 1992 (Cth).

2. The addition of the following conduct by-law 26:

**26 Short Stay Accommodation**

26.1 No proprietor will occupy or permit any other person to occupy a lot for periods that total less than 90 days in any twelve month period.

26.2 The proprietor will, as soon as practicable, give written notice to the Strata Manager of all those persons including the proprietor who occupy a lot for the permitted period of 90 days or more in sub by law 1 above with the periods of occupation by those persons



**Part 3 – Consolidated By-laws of Scheme Number: 64754**

**Schedule 1 – Governance By-Laws**

**1. Definitions**

1.1 The following words have these meanings in the Schedule 1 By-laws whether appearing in capitals or not unless the contrary intention appears:

**"Act"** means *Strata Titles Act 1985* as amended;

**"By-laws"** means the By-laws adopted by the Strata Company from time to time;

**"Commercial Lot"** means any of Lots 28, 29, 30, or 31 on Strata plan 64754;

**"Common Property"** has the same meaning as in the Act;

**"Council"** means the Council of Strata Company established pursuant to the By-laws;

**"Facilities"** means all the facilities in or about the Common Property intended for the use and enjoyment of Proprietors;

**"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, flood, 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;



- 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 By-laws.

### 1.3 Severability

If any Schedule 1 By-law is invalid or unenforceable, then the remaining Schedule 1 By-laws shall be valid and enforceable.

### 1.4 Application

The Schedule 1 By-laws:

- 1.4.1 apply in respect of the common property and all lots; and
- 1.4.2 bind a proprietor's invitees.

## 2. Duties of Proprietor, occupiers, etc.

### 2.1 A proprietor shall:

- 2.1.1 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;
- 2.1.2 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.

### 2.2 A proprietor shall:

- 2.2.1 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



- 3.5 In determining the number of proprietors for the purpose 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.
- 3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be elected as a member of the Council and the co-proprietor who is so eligible shall be nominated by his co-proprietors. If the co-proprietors fail to agree on a nominee:
  - 3.6.1 the co-proprietor who owns the largest share of the lot or lots shall be the nominee; or
  - 3.6.2 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.
- 3.7 On an election of members of the Council, a proprietor shall have one vote in respect of each lot owned by him.
- 3.8 The Strata Company may by special resolution remove any member of the Council before the expiration of his term of office.
- 3.9 A member of the Council vacates his office as a member of the Council:
  - 3.9.1 If he dies or ceases to be a proprietor or a co-proprietor of a lot;
  - 3.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
  - 3.9.3 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
  - 3.9.4 where he is removed from office under By-law 3.8 of the Schedule 1 By-laws.
- 3.10 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 By-law 3.8 of the Schedule 1 By-laws, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- 3.11 Except where the original proprietor constitutes the Council, a quorum of the Council shall be:



- 4.3.2 where the number of candidates exceeds the number of members of the Council as so determined, shall direct that a ballot be held.
- 4.4 If a ballot is to be held, the chairman shall:
  - 4.4.1 announce the names of the candidates; and
  - 4.4.2 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.
- 4.5 A person who is entitled to vote shall complete a valid ballot paper by:
  - 4.5.1 writing thereon the names of candidates, equal in number to the number of members of Council so that no name is repeated;
  - 4.5.2 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;
  - 4.5.3 signing the ballot paper; and
  - 4.5.4 returning it to the chairman.
- 4.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 4.7 Subject to By-law 4.8 of Schedule 1, candidates, being equal in number to the number of members of the Council determined in accordance with By-law 3.3 of the Schedule 1 By-laws, who receive the highest numbers of votes shall be declared elected to the Council.
- 4.8 Where the number of votes recorded in favour of any candidate is the lowest of the number of votes referred to in By-law 4.7 of the Schedule 1 By-laws:
  - 4.8.1 that number equals the number of votes recorded in favour of any other candidates; and
  - 4.8.2 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.



## 7 Meetings of Council

- 7.1 At meetings of the Council, all matters shall be determined by a simple majority vote.
- 7.2 The Council may meet together for the conduct of business and adjourn and:
  - 7.2.1 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;
  - 7.2.2 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.
- 7.3 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.
- 7.4 A proprietor or individual may be appointed under By-law 7.3 of the Schedule 1 By-laws whether or not he is a member of Council.
- 7.5 If a person appointed under By-law 7.3 of the Schedule 1 By-laws 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.
- 7.6 The Council shall keep minutes of its proceedings.

## 8. Powers and duties of secretary of Strata Company

- 8.1 The powers and duties of the secretary of a Strata Company include:
  - 8.1.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting;
  - 8.1.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;



## 11. Proceedings at general meetings

All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.

## 12. Alterations to Lot

12.1 A proprietor shall not commence any structural alterations, building or associated works of any kind to his lot before he has:

- 12.1.1 obtained all the necessary approvals and permits of the local authority;
- 12.1.2 obtained the consent of the Strata Company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;
- 12.1.3 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 By-law 12.1.1 of the Schedule 1 By-laws;
- 12.1.4 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.

12.2 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:

- 12.2.1 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;
- 12.2.2 that no refuse, rubbish, trash, or building materials are stored on or within any part of the common property.
- 12.2.3 that no security door or gate within the scheme remains open while the works are carried out;



13.4 Should a proprietor fail to comply with a notice served by the Strata Company pursuant to By-law 13.3 of this Schedule 1 By-laws 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.

#### 14 Individual Air Conditioning Systems

14.1 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:

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

14.2 Without prejudice to the generality of By-law 14.1 in the Schedule 1 By-laws 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:

- 14.2.1 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
- 14.2.2 subject to complying with By-laws 13 and 14 of the Schedule 1 By-laws replace the air conditioning system.

14.3 Should a proprietor:

- 14.3.1 fail to repair and maintain the air conditioning system pursuant to By-law 3 of the Schedule 2 By-laws; or
- 14.3.2 fail to remove the air conditioning system after receiving written notice from the Strata Company pursuant to By-law 13.3 of the Schedule 1 By-laws,

then the Strata Company may enter the proprietor's lot or his premises and:

- 14.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or



18.2 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.

#### **19. Signs**

19.1 No sign or billboard of any kind shall be displayed by the proprietor, occupier or other resident of a Residential Lot that can be viewed from Flora Terrace and Lawley St, North Beach on any portion of a Residential Lot without the prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this By-law 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.

19.2 Any sign permitted by the Council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

19.3 Proprietors of a Commercial Lot shall have:

- 19.3.1 the special privilege of installing and keeping signs on common property advertising the business conducted on their lot; and
- 19.3.2 the exclusive use of the common property cubic space occupied by the sign subject to:
  - 19.3.2.1 the signage being installed in the area set aside for the purpose on the external face of the building adjoining their lot in accordance with the adopted signage strategy of the Strata Company; and
  - 19.3.2.2 the dimension of the sign shall not exceed the size approved by Council.

19.4 Signage by proprietors of a Commercial Lot in accordance with By-law 30.3 may consist of:

- 19.4.1 a sign painted directly onto the surface of the area;
- 19.4.2 a fixed painted sign panel;



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:

- 23.1.1 Strata Company manager's costs, pursuant to the strata manager contract or as otherwise determined by the Strata Company.
- 23.1.2 legal costs on an indemnity basis; and
- 23.1.3 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.

23.2 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 cost incurred in taking such action including costs incurred up to entry of judgement.

23.3 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.

23.4 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 judgement may be entered against the proprietor in any Court of competent jurisdiction.

23.5 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 By-law and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

23.6 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



26.3 The Cost Centre that a proprietor will be required to contribute to will be determined as follows:

26.3.1 the proprietors of the Commercial Lots will be allocated to the "Commercial Cost Centre".

26.3.2 the proprietors of the Residential lots will be allocated to the "Residential Lots Cost Centre".

26.4 The Strata Company must operate the Cost Centre when apportioning Cost Items so that the Cost Items for the relevant Cost Centre will be allocated to the proprietors of that Cost Centre. Within a Cost Centre, Cost Items shall be apportioned on the basis of the total unit entitlement of all proprietors forming part of that Cost Centre. Cost Items may, where necessary, be apportioned between two or more Cost Centres, either equally or in the proportions that the Strata Company considers appropriate.

26.5 The proprietor will pay the proportion of the Cost Items of the Cost Centre that the Proprietor's unit entitlement bears to the total unit entitlement of all proprietors forming part of that Cost Centre.

26.6 The Strata Company shall not be required to maintain a separate bank account for each Cost Centre and may maintain one account containing moneys held for more than one Cost Centre.

26.7 The decision of the Strata Company in the calculation of contributions towards particular Cost Items, or the appointment of these, shall be conclusive in the absence of a manifest error.

## 27 Balconies

27.1 A proprietor, occupier or other resident of a lot shall not be permitted to enclose an entire balcony on a lot with any material including but not limited to glass, brick, concrete or plasterboard.

27.2 A proprietor, occupier or other resident of a lot shall not, without the prior written consent of the Council, install any blinds or shutters to any balcony other than blinds or shutters that meet the following requirements:

a. balcony blinds:

i. all blinds must be Ziptrack brand, and supplied and installed by a supplier approved by the Council of Owners;



## **Schedule 2 – Conduct By-Laws**

### **1 Use of Residential Lots**

- 1.1 Subject to the By-law 1 of the Schedule 2 By-laws a proprietor of a Residential lot may only use his lot as a residence.
- 1.2 Notwithstanding the Schedule 2 By-law 1.1 a proprietor of a residential lot may:
  - 1.2.1 grant occupancy rights in respect of his lot to residential tenants;
  - 1.2.2 conduct business from his lot so long as:
    - 1.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting business;
    - 1.2.2.2 the conduct of the business from the lot does not breach any local authority By-law or regulation;
    - 1.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;
    - 1.2.2.4 the business does not involve the manufacture, storage or vending of goods.
- 1.3 Notwithstanding By-law 1.1 of the Schedule 2 By-laws the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme.
- 1.4 If a proprietor grants occupancy rights in respect of his lot he shall:
  - 1.4.1 promptly provide the Council with the full name of each occupier;
  - 1.4.2 give each occupier a copy of the By-laws and the rules (if any) at the commencement of the occupation; and
  - 1.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.



2.5 Use of a Commercial Lot in accordance with By-Laws 2.1 and 2.2 of the Schedule 2 By-Laws may give rise to the following associated activities in or around the relevant commercial lot (both within and outside of usual business hours, including weekends):

- 2.5.1 the entry and exit of patrons;
- 2.5.2 alfresco and outside dining including the serving of liquor, subject to the terms of the liquor licence;
- 2.5.3 entertainment (including music);
- 2.5.4 delivery of goods;
- 2.5.5 collection of waste and rubbish; and
- 2.5.6 fitout and refurbishment by tenants and occupiers from time to time.

2.6 A proprietor, tenant or other occupier of another Commercial Lot or any Residential Lot must not object or cause the Strata Company to object to any lawful use of a Commercial Lot in accordance with By-laws 2.1 and 2.2 of the Schedule 2 By-laws or any activity associated with the lawful use listed in By-Law 2.5 of the Schedule 2 By-laws.

2.7 A proprietor, tenant or other occupier of a Residential Lot or another Commercial Lot shall not object to or oppose the grant, renewal or variation of any licence which may be granted or held under the Liquor Control Act 1988 in relation to lot 29. The proprietor of lot 29 will be entitled to serve alcoholic beverages and meals or snacks in accordance with the terms of its licence.

**3. Repair and Maintenance of Premises**

3.1 A proprietor shall at the proprietor's cost:

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



## 5. Vehicles

- 5.1 In this by-law **Car Park Management Plan** means the Car Park Management Plan prepared by GTA Consultants, dated 21<sup>st</sup> May 2018, a copy of which is held in the Strata Company records, with respect to the management of the car parking supply for the scheme. In this by-law "vehicle" includes any motor vehicle, motor cycle, moped or motorised buggy or chair.
- 5.2 Each proprietor or occupier will observe and adhere to the Car Park Management Plan.
- 5.3 Neither a proprietor nor a proprietor's invitee shall:
  - 5.3.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
  - 5.3.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
  - 5.3.3 use a designated parking bay for any purpose other than parking one motor vehicle;
  - 5.3.4 not 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;
  - 5.3.5 not park or stand a vehicle or bicycle in any other proprietor's part lot car bay or park or stand a vehicle or bicycle on common property in the car park areas.
  - 5.3.6 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
  - 5.3.7 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.
- 5.4 No proprietor or occupier may wash a vehicle on any portion of the common property of the scheme including but not limited to the proprietor's designated car parking space.
- 5.5 Subject to the Car Park Management Plan a proprietor, occupier or a proprietor's invitee of a Residential Lot shall ensure that any of its invitees or visitors that park its vehicle in any of the residential visitor parking bays;



**8 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.

**9 Temporary Building**

- 9.1 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.
- 9.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

**10. 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.

**11. Floor Coverings**

A proprietor shall ensure that all the 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.

**12 Windows**

- 12.1 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.
- 12.2 If a proprietor installs curtains then the back of the curtain must be coloured white.

**13. Drying**

- 13.1 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.



- 17.1.3 security;
- 17.1.4 use of stairways and passageways;
- 17.1.5 approval for keeping pets;
- 17.1.6 rubbish collection;
- 17.1.7 advertising and signs;
- 17.1.8 charges relating to the security system and security keys;
- 17.1.9 use of the Facilities.

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

**18 Strata Company to insure all buildings within the scheme**

18.1 The Strata Company shall, pursuant to section 55(1)(b) of the Act, Insure and keep insured the buildings (as defined in section 53 of the Act) to the replacement value (as defined in section 53 of the Act) against fire, storm and tempest (excluding damage by the sea, flood or erosion) lightning, explosion and earthquake and such other risks as the Strata Company reasonably determines.

**19 Strata Company Management**

19.1 The Strata Company may appoint from time to time a Strata Company manager upon such terms and conditions as are usual for such appointment.

19.2 Unless otherwise provided in the By-laws 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).

19.3 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:

- 19.3.1 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;



- 19.3.13 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 By-laws;
- 19.3.14 generally implement the decisions of the Strata Company and its Council;
- 19.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;
- 19.3.16 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;
- 19.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 19.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company;
- 19.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 19.3.20 on behalf of the Council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

## **20 Security and Fire Safety**

- 20.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety of all buildings 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.

- 20.2 The Strata Company may restrict access to:

- 20.2.1 the car parking areas by means of a proximity card reader system; and
  - 20.2.2 parts of all buildings by means of a proximity card reader system or security key, for the purposes of securing all buildings and the common property from intruders and to preserve the safety of all the buildings from fire or other hazards.



22.3 A proprietor or tenant and their contractors or workmen shall use the protective curtains and padding on all occasions to protect the lift walls and floors when transporting furniture, equipment, tools or any other similar items that are likely to cause damage to the walls.

**23 Essential Services to be inspected or tested**

23.1 The Strata Company must comply with the Building Code of Australia and in particular, to Section 1 in respect of its obligations to maintain the common property, including but not limited to, all equipment and safety systems.

23.2 In addition to the general obligations of the Strata Company to repair and maintain the common property, the Strata Company must ensure that the following essential services are inspected or tested, as the case may be, in accordance with the installation services or levels of performance described below and in accordance with the nature and frequency of inspection or testing described in the table attached at Annexure "A".

**24. Fire Protection**

24.1 The Strata Company shall:

24.1.1 adopt, regularly review and put into effect a Fire Management Plan designed to minimise the risk of an outbreak of fire being initiated within the parcel, to control and extinguish any outbreak of fire which may occur within the parcel and to preserve the safety of people located upon or within the parcel; and

24.1.2 enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment.

24.2 The strata scheme shall maintain the following fire safety systems to ensure that the Fire Management Plan adopted by the scheme remains compliant:

24.2.1 The fire hydrant system is to be maintained in accordance with the requirements of AS 1851.

24.2.2 The fire hose reel system is to be maintained in accordance with the requirements of AS1851.

24.2.3 Fire extinguishers are to be maintained in accordance with the requirements of AS 1851.



- c) prevent the Pet from consistently making a noise or behaving in a manner which disturbs the properties or occupiers of any other lot and will take every action reasonably necessary to prevent that noise and/or remedy such behaviour; and
- d) comply with any requirement of the local government relating to the keeping of the Pet;

25(5) The Strata Company may serve notice on a proprietor, occupier, visitor or other resident of a Lot, which keeps a Pet that consistently make a noise that can be heard outside of the Lot or which otherwise causes a nuisance to other proprietors, requiring the proprietor to remove the offending Pet from the parcel within 7 days of the date of service of the said notice.

25(6) This by-law does not prevent the keeping of a registered assistance animal as defined in the Disability Discrimination Act 1992 (Cth).

26 **Short Stay Accommodation**

- 26.1 No proprietor will occupy or permit any other person to occupy a lot for periods that total less than 90 days in any twelve month period.
- 26.2 The proprietor will, as soon as practicable, give written notice to the Strata Manager of all those persons including the proprietor who occupy a lot for the permitted period of 90 days or more in sub by law 1 above with the periods of occupation by those persons.



**Part 5 – Attachments**

- Consent Statement – Designated Interest<sup>6</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

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<sup>6</sup> Refer to section 3(1) of the Act for the meaning of designated interest.

|  |   |   |
|--|---|---|
| <i>Panel lift doors/Roller Door and driveways</i>  |   | To be washed and soft brushed once a month repainted when required  |
| <i>Panel lift doors/Roller Doors and driveways</i> |   | To be serviced once every 3 months  |
| <i>Reticulation System</i>                         |   | To be checked and maintained weekly for operation. Make repairs and adjustments to irrigation system as needed. Watering to be carried out in accordance with current Water Corporation guidelines and restrictions, except where exemptions has been obtained  |
| <i>Roof Gutters</i>                                |   | To be cleaned every 6 months  |
| <i>Sewer wells</i>                                 |   | To be inspected every 6 months and emptied when required  |
| <i>Timberwork</i>                                  |   | To be kept clean and repainted every 3 to 5 years or when required  |
| <i>Carpark impulse fans</i>                        | AS/NZS 1668.1, AS 1668.2-2002, AS1324.1, AS1324.2, AIRAH DA19 | Inspect filters and determine if maintenance is required monthly to AIRAH DA19  |
| <i>Caretaker Exhaust Fans</i>                      | AS/NZS 1668.1, AS 1668.2-2002, AS/NZS 3666, AIRAH DA19        | Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts. Monthly to AIRAH DA19  |
| <i>MSSB</i>  | AS/NZS 1668.1, AS 1668.2-2002, AIRAH DA19                     | Monthly for physical damage, operation of each item, condition of each item, condition of all conduits, switches, lights etc. D38 months check for meters and control switches.<br>Yearly for all fuses, connections to motors/equipment etc. examinations of switches panel seals tec. vacuuming, test operation. All to AIRAH DA19  |
| <i>Carpark Impulse Sensors</i>                     | AS/NZS 1668.1, AS 1668.2-2002, AIRAH DA19                     | Check physical damage, location and operation three Monthly to AIRAH DA19   |
| <i>Lift</i>  |   | Ensure contractor adheres to service agreement  |
| <i>Carpets</i>                                     |   | Dryclean communal carpets in lounge/hallway areas etc. once every 6 months or more as required  |
| <i>Exterior Surfaces</i>                           |   | All exterior coatings will respond to periodical cleaning with mild household detergent (bio-degradable) and rinsing with clean water or low-pressure wash. Stubborn areas may require multiple applications or the use of a lightly abrasive cleaner. Care must be exercised when aggressive cleaning mediums are used. Surface cleaning must be done yearly and in coastal environments twice a year is recommended to maintain warranties. |

LANDGATE COPY OF ORIGINAL NOT TO SCALE 21/01/2026 10:12 AM Request number: 69306857

FORM B2

Form Approval No.

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

**BLANK INSTRUMENT FORM**

**MANAGEMENT STATEMENT**

**FORM 25**

**STRATA TITLES ACT 1985**

**SECTION 5C(1)**

**THE OWNERS OF**

**NEPTUNE APARTMENTS**

**STRATA PLAN 64754**

REG. ACT. NO. 408746

**MANAGEMENT STATEMENT**

(Name of original proprietors of land the subject of the plan)

NS PROPERTY DEVELOPMENTS PTY LTD ACN 169 374 056

(Description of parcel the subject of the Plan)

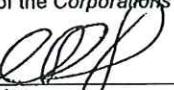
1. Lot 800 on Deposited Plan 408746, the whole of the land in Certificate of Title Volume 2941 Folio 309

This Management Statement lodged or to be lodged with a strata plan in respect of the above land sets out the By-laws of the strata company or amendments to the By-laws contained in schedule 1 and schedule 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

1. The Schedule 1 By-laws are amended and repealed or added to as follows:  
The By-laws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 1 By-laws numbered 1 to 50 inclusive as appears in the Schedule hereto are adopted.
2. The Schedule 2 By-laws are amended, repealed or added to as follows: *TD JR*  
The By-laws in Schedule 2 to the Act are repealed.

Dated this 8 day of June 2018.

EXECUTED by  
NS Property Developments Pty Ltd  
ACN 169 374 056 pursuant to section  
127 of the *Corporations Act 2001*:

  
\_\_\_\_\_  
Director  
Sole Director and Sole Secretary

*Mark Thomas Darling*  
Full Name (Please Print)  
\*Delete if inapplicable

  
\_\_\_\_\_  
Director/Secretary \*

*Joshua Rowe*  
Full Name (Please Print)

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N915396] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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22/6/2018 08:54:56

Registration date amended to 21.6.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N915395.

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## SCHEDULE 1

## BY-LAWS

## 1. Definitions

1.1 The following words have these meanings in the Schedule 1 By-laws whether appearing in capitals or not unless the contrary intention appears:

“Act” means *Strata Titles Act 1985* as amended;

“By-laws” means the By-laws adopted by the Strata Company from time to time;

“Commercial Lot” means any of Lots 28, 29, 30 or 31 on Strata Plan 64754;

“Common Property” has the same meaning as in the Act;

“Council” means the Council of the Strata Company established pursuant to the By-laws;

“Facilities” means all the facilities in or about the Common Property intended for the use and enjoyment of Proprietors;

“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, flood, 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 By-law 40 of the Schedule 1 By-laws;

“Schedule 1 By-laws” means these Schedule 1 By-laws;

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

- 2.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or a proprietor's invitees; and
- 2.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any other proprietor or a proprietor's invitee;
- 2.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of any other proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
- 2.3.4 take all reasonable steps to ensure that his visitors comply with the By-laws of the Strata Company relating to the parking of motor vehicles.

3. **Constitution of the Council**

3.1 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. 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.

3.2 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 By-law shall no longer apply.

3.3 The Council shall consist of not less than 3 nor more than 7 proprietors as is determined by the Strata Company.

3.4 The members of the Council shall be elected at each annual general meeting of the Strata Company.

3.5 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.

3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be elected as a member of the Council and the co-proprietor who is so eligible shall be nominated by his co-proprietors. If the co-proprietors fail to agree on a nominee:

- 3.6.1 the co-proprietor who owns the largest share of the lot or lots shall be the nominee; or
- 3.6.2 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.

3.7 On an election of members of the Council, a proprietor shall have one vote in respect of each lot owned by him.

3.8 The Strata Company may by special resolution remove any member of the Council before the expiration of his term of office.

3.9 A member of the Council vacates his office as a member of the Council:

- 3.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
- 3.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
- 3.9.3 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
- 3.9.4 where he is removed from office under By-law 3.8 of the Schedule 1 By-laws.

3.10 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 By-law 3.8 of the Schedule 1 By-laws, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.

4.7 Subject to By-law 4.8 of Schedule 1, candidates, being equal in number to the number of members of the Council determined in accordance with By-law 3.3 of the Schedule 1 By-laws, who receive the highest numbers of votes shall be declared elected to the Council.

4.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in By-law 4.7 of the Schedule 1 By-laws:

4.8.1 that number equals the number of votes recorded in favour of any other candidate; and

4.8.2 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.

## 5. Chairman, secretary and treasurer of Council

5.1 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.

5.2 A person:

5.2.1 shall not be appointed to an office referred to in By-law 5.1 of the Schedule 1 By-laws unless he is a member of the Council; and

5.2.2 may be appointed to one or more of those offices.

5.3 A person appointed to an office referred to in By-law 5.1 of the Schedule 1 By-laws shall hold office until:

5.3.1 he ceases to be a member of the Council;

5.3.2 receipt by the Strata Company of notice in writing of his resignation from that office; or

5.3.3 another person is appointed by the Council to hold that office,

whichever first happens.

5.4 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.

## 6. Chairman, secretary and treasurer of Strata Company

6.1 Subject to By-law 6.2 of the Schedule 1 By-laws the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.

6.2 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.

6.3 A person appointed under By-law 6.2 of the Schedule 1 By-laws may act until the end of the meeting for which he was appointed to act.

## 7. Meetings of Council

7.1 At meetings of the Council, all matters shall be determined by a simple majority vote.

7.2 The Council may meet together for the conduct of business and adjourn and:

7.2.1 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;

7.2.2 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.

10.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the Strata Company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

10.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the Strata Company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with By-law 10.5 of the Schedule 1 By-laws.

10.7 Where within the Act and or the Strata Titles General Regulations 1996 it is required that notices of meetings, minutes of meetings, invoices for levies or any other information or documents be issued by post, then a proprietor may request the Strata Company to deliver this information electronically. A proprietor requesting this arrangement shall make a request in writing to the Strata Company that all correspondence be delivered to them electronically. A record of that request shall be retained in the Strata Company records as proof of that agreement. The proprietor must acknowledge that due service has been given as if by post. For the purposes of this by-law electronically means delivery by electronic means such as email, text messages and similar types of electronic communication.

**11. Proceedings at general meetings**

11.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Council, or at an extraordinary general meeting.

11.2 Except as otherwise provided in these By-laws, no business may be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

11.3 One half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

11.4 If within half an hour from the time appointed for a general meeting, a quorum is not present from the time appointed for the meeting, then the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

11.5 By-laws 11.3 and 11.4 of the Schedule 1 By-laws do not apply to a general meeting of a Strata Company referred to in Section 5OB of the Act.

11.6 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.

11.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.

11.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.

11.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

11.11 A demand for a poll may be withdrawn.

11.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

11.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

**12. Restriction on moving motion or nominating candidate**

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the Council unless the person is entitled to vote on the motion or at the election.

- 16.4.1 promptly provide the Council with the full name of each occupier;
- 16.4.2 give each occupier a copy of the By-laws and the rules (if any) at the commencement of the occupation; and
- 16.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

## 17. Use of Commercial Lots

- 17.1 A proprietor, tenant or other occupier of a commercial lot shall be permitted to conduct office or retail business on its lot (which may include, but not be limited to, a retail shop, personal care services, café, restaurant or office use) provided that all planning and other approvals to the use of the relevant lot have been obtained from the City of Stirling and the proprietor or tenant complies with the conditions of those approvals. Lot 29 has grease trap and exhaust fan installed in their lot and common property at the date of registration of the strata plan. All fees and costs associated with obtaining getting approvals from the City of Stirling will be at the expense of the proprietor or tenant.
- 17.2 A proprietor, tenant or other occupier of a Commercial Lot must -
  - 17.2.1 conduct any business carried out on its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
  - 17.2.2 at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise to comply with the Environmental Protection Noise (Regulations); and
  - 17.2.3 not commence trade or open for business until it has received the approvals of all relevant authorities.
- 17.3 Either a proprietor, tenant or other occupier of a Commercial Lot must arrange and maintain insurance on usual terms with an insurer authorized under the Insurances Act 1973 against each of the following:
  - 17.3.1 public liability in respect of the lot (with cover of at least \$20 million for each event, or such higher amount as the Strata Company may reasonably require);
  - 17.3.2 damage to, and loss of, internal and external glass (including plate glass) and doors; and
  - 17.3.3 employer's liability in respect of all employees (including worker's compensation insurance).
- 17.4 The Strata Company must be provided with evidence of any insurance arranged in accordance with By-law 17.3 of the Schedule 1 By-laws upon request.
- 17.5 Use of a Commercial Lot in accordance with By-laws 17.1 and 17.2 of the Schedule 1 By-laws may give rise to the following associated activities in or around the relevant commercial lot (both within and outside of usual business hours, including weekends):
  - 17.5.1 the entry and exit of patrons;
  - 17.5.2 alfresco and outside dining including the serving of liquor, subject to the terms of the liquor licence;
  - 17.5.3 entertainment (including music);
  - 17.5.4 delivery of goods;
  - 17.5.5 collection of waste and rubbish; and
  - 17.5.6 fitout and refurbishment by tenants and occupiers from time to time.
- 17.6 A proprietor, tenant or other occupier of another Commercial Lot or any Residential Lot must not object or cause the Strata Company to object, to any lawful use of a Commercial Lot in accordance with By-laws 17.1 and 17.2 of the Schedule 1 By-laws or any activity associated with that lawful use listed in By-law 17.5 of the Schedule 1 By-laws.
- 17.7 A proprietor, tenant or other occupier of a Residential Lot or another Commercial Lot shall not object to or oppose

**20. Exclusive Use**

20.1 In this By-law "exclusive use property" means every portion of common property comprising:

- 20.1.1 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
- 20.1.2 that portion of the common property required for an air conditioning system approved by the Strata Company in accordance with By-law 21 of the Schedule 1 By-laws.

20.2 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.

20.3 The Strata Company may withdraw the exclusive use rights or any part thereof described in this By-law 20 of the Schedule 1 By-laws 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 By-law 18 of this Schedule 1 By-laws or fails to remove an air conditioning system in accordance with By-law 21 of this Schedule 1 By-laws.

20.4 Should a proprietor fail to comply with a notice served by the Strata Company pursuant to By-law 20.3 of this Schedule 1 By-laws 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.

**21. Individual Air Conditioning Systems**

21.1 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:-

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

21.2 Without prejudice to the generality of By-law 21.1 in the Schedule 1 By-laws 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:

- 21.2.1 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
- 21.2.2 subject to complying with By-laws 20 and 21 of the Schedule 1 By-laws replace the air conditioning system.

21.3 Should a proprietor:

- 21.3.1 fail to repair and maintain the air conditioning system pursuant to By-law 18.1 of the Schedule 1 By-laws; or
- 21.3.2 fail to remove the air conditioning system after receiving written notice from the Strata Company pursuant to By-law 20.3 of the Schedule 1 By-laws,

then the Strata Company may enter the proprietor's lot or his premises and:

- 21.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or
- 21.3.4 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 By-law 21 of the Schedule 1 By-laws.

**22. Behaviour**

22.1 A proprietor shall not:

- 22.1.1 use his premises or any part of the common property for any purpose which may be a breach of the

23.5 Subject to the Car Park Management Plan a proprietor, occupier or a proprietor's invitee of a Residential Lot shall ensure that any of its invitees or visitors that park its vehicle in any of the residential visitor parking bays:

- 23.5.1 display a visitor pass within the dashboard of its vehicle; and
- 23.5.2 observe any specified parking restrictions.
- 23.4.1 not park any vehicle in a parking bay designated to a Commercial Lot; and
- 23.4.2 adhere to any signage installed by the Strata Company with respect to parking bays within the scheme as required by the approved Car Park management Plan.

23.6 The proprietor or occupier of a part-lot and shall have, and allow, pedestrian right of way on contiguous car parking bays to allow access to and from parked vehicles, including access for any vehicle's turning space to allow entry to and exit from the car parking bays.

#### **24. Responsibility for Proprietor's Invitees**

##### **24.1 A proprietor shall:**

- 24.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the By-laws 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;
- 24.1.2 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.

#### **25. Blockage of Drainage Pipes**

25.1 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.

25.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of By-law 25.1 of the Schedule 1 By-laws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.

#### **26. Proprietor to advise of Defects**

26.1 A proprietor shall give the caretaker or, in the absence of a 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.

26.2 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.

#### **27. 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.

#### **28. Instructing Contractors by Proprietors**

28.1 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 a caretaker the Strata Company manager.

28.2 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

32.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

**33. 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.

**34. 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.

**35. Windows**

35.1 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.

35.2 If a proprietor installs curtains then the back of the curtain must be coloured white.

**36. Drying**

36.1 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.

36.2 A proprietor shall ensure that where a mechanical clothes dryer is installed within a lot, that such a dryer is a condenser clothes dryer (being a mechanical dryer where moist air is recondensed by a heat exchanger within the unit, which is then drained into a sink or stored in a detachable unit within the dryer).

**37. 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.

**38. 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.

**39. Use of Car Bays**

39.1 A proprietor shall not:

- 39.1.1 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;
- 39.1.2 in respect of any residential lot, grant any lease, licence or other occupancy right to any person who is not a lessee or occupier of that residential lot in respect of any portion of his or her lot used as a car bay or storage area.

**40. Rules**

40.1 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:

- 40.1.1 the affixing of externally mounted air conditioners;
- 40.1.2 visitors' vehicle parking;

- 44.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
- 44.3.5 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;
- 44.3.6 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;
- 44.3.7 to disburse monies in accordance with the Act and the terms of the By-laws;
- 44.3.8 to maintain the records of the Strata Company required by law;
- 44.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 44.3.10 to provide, so far as is reasonable, any assistance to the Strata Company and the members of its Council;
- 44.3.11 to take possession of and care for the records and documents of the Strata Company;
- 44.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- 44.3.13 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 By-laws;
- 44.3.14 generally implement the decisions of the Strata Company and its Council;
- 44.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;
- 44.3.16 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;
- 44.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 44.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company;
- 44.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 44.3.20 on behalf of the Council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

#### **45. Insurance Rates**

- 45.1 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.
- 45.2 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.

#### **46. Recovery of Costs by Strata Company**

- 46.1 If the proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under

47.5. 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.

47.6. A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.

47.7. A proprietor or proprietor's invitee shall not:

- 47.7.1. interfere with any safety equipment;
- 47.7.2. obstruct any fire escape or fire stair well; or
- 47.7.3. 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.

#### 48. **Smoking**

48.1. No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.

48.2. Any proprietor who breaches this By-law or permits a breach of that By-law 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 By-law.

48.3. A proprietor, occupier or other resident who smokes tobacco or any other substance within the confines of their lot must take all reasonable precautions to ensure that smoke or odours do not affect the peaceful enjoyment of other proprietors, occupiers or other residents.

#### 49. **Storage in Parking or Landscaping Areas**

49.1. No goods or materials may be stored either temporarily or permanently in the parking or landscaping areas or within access ways within the Scheme.

49.2. All goods and materials must be stored within the buildings or storage yards where provided.

49.3. This By-law cannot be revoked or varied without the prior approval in writing of the Local Authority.

#### 50. **Balustrading on Residential Lot Balconies**

50.1. The balustrading on balconies for each residential lot forms part of the lot and not Common Property.

50.2. No proprietor of a residential lot may remove, alter or modify the balustrading on the balcony in any way without the prior written consent of the Strata Company.

#### 51. **Use of Lift for Transporting Furniture and Equipment**

51.1. A proprietor, occupier or other resident shall at all times adhere to the lift loading limits.

51.2. A proprietor or tenant shall be entitled to use the lift for the transportation of furniture and equipment between the hours of 8.00am and 5.00pm, subject to the written permission of the Council of owners or the managing agent.

51.3. A proprietor or tenant and their contractors or workmen shall use the protective curtains and padding on all occasions to protect the lift walls and floors when transporting, furniture, equipment, tools or any other similar items that are likely to cause damage to the lift walls.

#### 52. **Separate Cost Centres**

52.1. The expenses which are Cost Items (meaning any cost, expense or liability incurred by the Strata Company in the performance of its obligations and that may relate to any specific part of the strata scheme) may be allocated other than on a strict unit entitlement basis.

52.2. Each of the areas identified in clause 31(4) will be operated as a separate Cost Centre (being the specific areas to which Cost Items are apportioned or allocated).

52.3. The Cost Centre that a proprietor will be required to contribute to will be determined as follows:

- 55.2.2 The fire hose reel system is to be maintained in accordance with the requirements of AS 1851.
- 55.2.3 Fire extinguishers are to be maintained in accordance with the requirements of AS 1851.
- 55.2.4 The fire detection and alarm system is to be maintained in accordance with the requirements of AS 1851.
- 55.3 The emergency and lighting and exit sign system is to be maintained in accordance with the requirements of AS 2293.
- 55.4 In developing a Fire Management Plan, the Strata Company shall recognise and comply with all requirements of the Fire and Rescue Service of WA or any other relevant authority.
- 55.5 Proprietors, occupiers and their invitees shall at all times comply with the Fire Management Plan adopted by the Strata Company.

|  |   |   |
|--|---|---|
| <i>Panel lift doors/Roller Door and driveways</i>  |   | To be washed and soft brushed once a month repainted when required  |
| <i>Panel lift doors/Roller Doors and driveways</i> |   | To be serviced once every 3 months  |
| <i>Reticulation System</i>                         |   | To be checked and maintained weekly for operation. Make repairs and adjustments to irrigation system as needed. Watering to be carried out in accordance with current Water Corporation guidelines and restrictions, except where exemptions have been obtained   |
| <i>Roof Gutters</i>                                |   | To be cleaned every 6 months  |
| <i>Soak wells</i>                                  |   | To be inspected every 6 months and emptied when required  |
| <i>Timberwork</i>                                  |   | To be kept clean and repainted every 3 to 5 years or when required  |
| <i>Carpark impulse fans</i>                        | AS/NZS 1668.1, AS 1668.2-2002, AS1324.1, AS1324.2, AIRAH DA19 | Inspect filters and determine if maintenance is required monthly to AIRAH DA19  |
| <i>Caretaker Exhaust Fans</i>                      | AS/NZS 1668.1, AS 1668.2-2002, AS/NZS 3666, AIRAH DA19        | Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts. Monthly to AIRAH DA19  |
| <i>MSSB</i>  | AS/NZS 1668.1, AS 1668.2-2002, AIRAH DA19                     | Monthly for physical damage, operation of each item, condition of each item, condition of all conduits, switches, lights etc. D38 months check for meters and control switches.<br>Yearly for all fuses, connections to motors/equipment etc. examinations of switches panel seals etc. vacuuming, test operation. All to AIRAH DA19  |
| <i>Carpark Impulse Sensors</i>                     | AS/NZS 1668.1, AS 1668.2-2002, AIRAH DA19                     | Check physical damage, location and operation three Monthly to AIRAH DA19   |
| <i>Lift</i>  |   | Ensure contractor adheres to service agreement  |
| <i>Carpets</i>                                     |   | Dryclean communal carpets in lounge/hallway areas etc, once every 6 months or more as required  |
| <i>Exterior Surfaces</i>                           |   | All exterior coatings will respond to periodical cleaning with mild household detergent (bio-degradable) and rinsing with clean water or low-pressure wash. Stubborn areas may require multiple applications or the use of a lightly abrasive cleaner. Care must be exercised when aggressive cleaning mediums are used. Surface cleaning must be done yearly and in coastal environments twice a year is recommended to maintain warranties. |