Docusign Envelope ID: 699790CF-70F7-810E-835F-6404AC71B258

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

Approved Form 2022-938
Effective for use from: 07/01/2022

# 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.

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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.

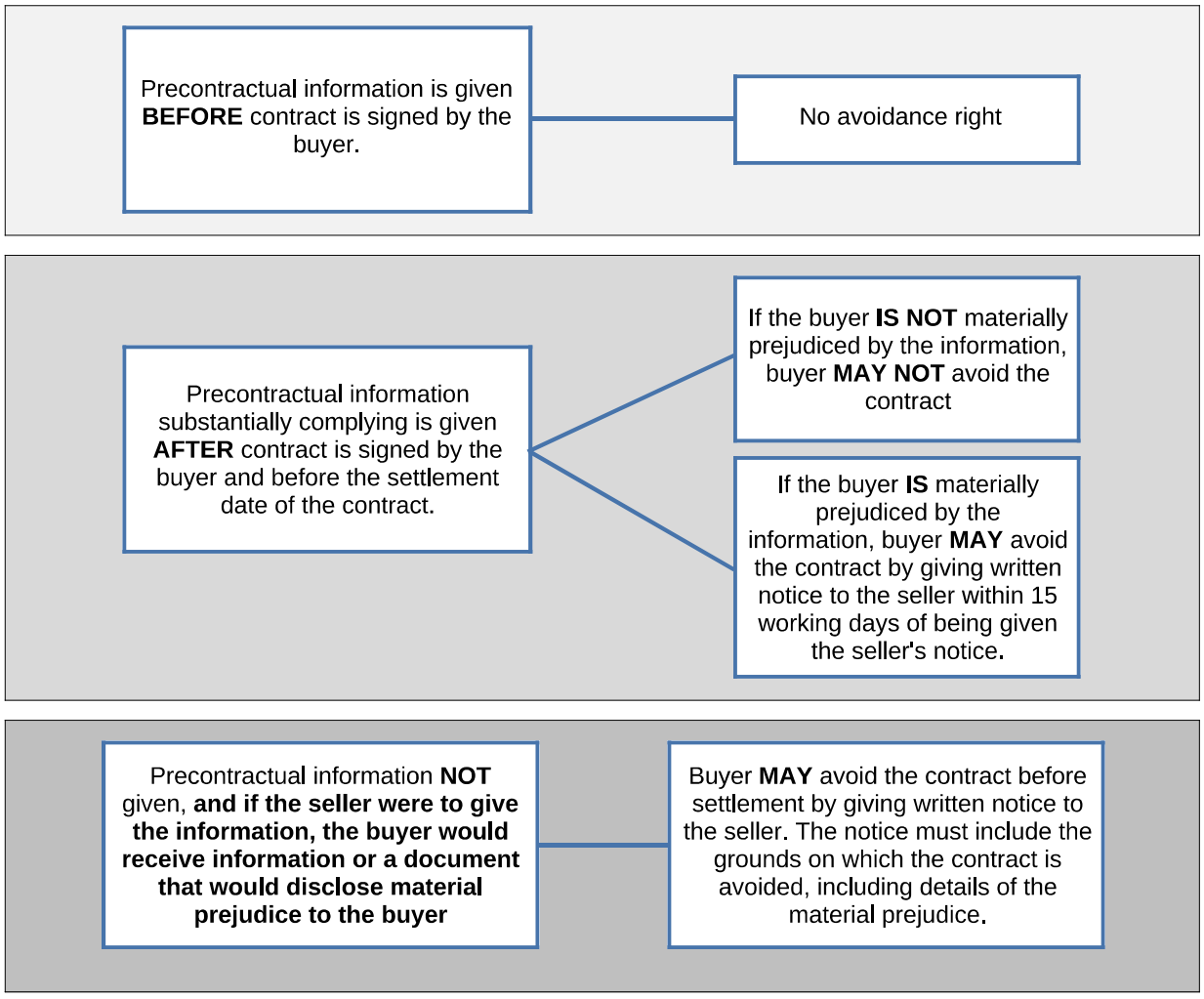
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

## Buyer's avoidance rights

**Avoidance rights for failure to give precontractual information to the buyer**

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



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**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 |
|---|---|
| • 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.<br>• 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.<br>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.<br>• Any other event classified by the regulations as a type 1 notifiable variation. | • 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).<br>• 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).<br>• The strata company or a scheme developer-<br>(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<br>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer<br>• The current/proposed scheme by-laws are modified.<br>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.<br>• Any other event classified by the regulations as a type 2 notifiable variation. |

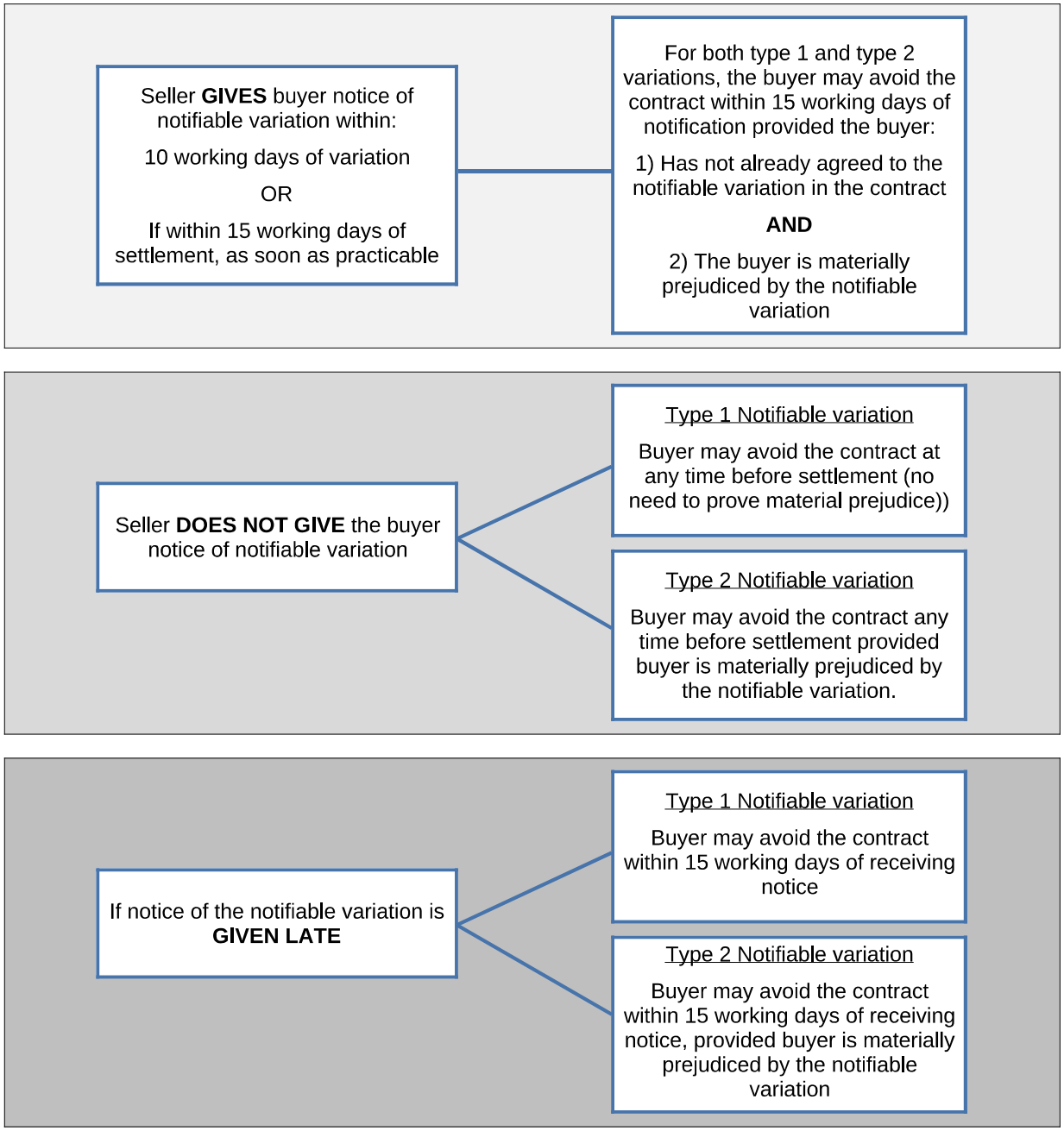
See section 161 and 162 of the Act for further details.

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

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




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

**Buyer's right to postpone settlement**

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

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**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.

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# 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: Minderoo Pty Ltd ACN 087 437 312 ATF the Andrew & Nicola Forrest Family Investment Trust

Address: PO Box 3155 Broadway Nedlands WA 6009 Australia

Telephone/mobile: _____ Email: _____

Name: Jordan James

Address: C/O Realmark Karratha / Suite 1/24 DeGrey Place, Karratha, WA, 6714

Telephone/mobile: 0458 193 869 Email: Jordan@realmark.com.au

### Scheme Information

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

**Scheme Details**

| | |
|---|---|
| Scheme name | Baynton Apartments Strata Plan 64552 |
| Name of the strata company | The Owners of Baynton Apartments Strata Plan 64552 |
| Address for service of the strata company (taken from scheme notice) | 138 Burswood Road, Burswood, WA 6100 |
| Name of Strata Manager | Richardson Strata Management Services |
| Address of Strata Manager | 138 Burswood Road, Burswood, WA 6100 |
| Telephone/Mobile | (08) 9472 1833 |
| Email | reception@richardsonstrata.com.au |

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☑ strata
- ☐ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

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For leasehold only:

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

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

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

**Att.**

**Scheme Documents (must be attached)**

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

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

A copy of the scheme by-laws Att.

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 N/A

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

Additional comments: _____

**Minutes (choose one option)**

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

☐ 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

Additional comments: _____

**Statement of accounts (choose one option)**

☑ The statement of accounts last prepared by the strata company Att.

☐ 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(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: N/A

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**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

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 N/A
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)
30/55 Gardugarli Drive Baynton WA 6714

Lot 21 on scheme plan no. 64552

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

**Voting right restrictions**

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☒ no ☐ yes

If yes, describe the restriction

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

**Exclusive use by-laws**

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☒ yes

If yes, please give details By-Laws 19 schedule provide for special, exclusive use of the property for use of the air conditioning plant and machinery

**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** | **Att.** |
|---|---|---|---|---|
| Administrative fund: | | | $2717 | |
| Reserve fund: | | | $357.50 | |
| Other levy (attach details) | | | | N/A |

☐ Actual ☒ Estimated total contribution for the lot $3074.50

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

Due dates 3,074.5 on 01/03/2026 3,074.5 on 01/09/2026

3,074.5 on 01/06/2026 3,074.5 on 01/12/2026

**Strata levy/contributions/other debts owing**

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

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

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

Additional comments: _____

# Scheme developer specific information

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

The scheme developer is defined as:

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

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

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

**Statement of estimated income and expenditure**

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

Additional comments: _____

**Agreements for amenity or service**

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions. N/A

Additional comments: _____

**Section 79 Disclosure of remuneration and other benefits**

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme? ☐ no ☐ yes

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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

Additional comments: _____

# Acknowledgement by seller and buyer

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

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

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

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

Signature ✘ Signed by: Jordan James 3758B112AF8C44B... SIGN HERE

Name Jordan James C/O Realmark Karratha

Date 15/10/2026

Signature _____

Name _____

Date _____

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

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

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

Signature ✘ _____ SIGN HERE

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

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WESTERN AUSTRALIA

| TITLE NUMBER | |
|---|---|
| Volume | Folio |
| **2827** | **21** |

# RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

## STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

**LAND DESCRIPTION:**

LOT 21 ON STRATA PLAN 64552
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**
(FIRST SCHEDULE)

MINDEROO PTY LTD OF 42 JOHN STREET, COTTESLOE

(AF M459956 ) REGISTERED 12/11/2013

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.

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: | SP64552 |
| PREVIOUS TITLE: | 2742-103 |
| PROPERTY STREET ADDRESS: | UNIT 30 55 GARDUGARLI DR, BAYNTON. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF KARRATHA |

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www.landgate.wa.gov.au

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# Strata Plan 64552

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 1 | 2827/1 | Registered | |
| 2 | 2827/2 | Registered | |
| 3 | 2827/3 | Registered | |
| 4 | 2827/4 | Registered | |
| 5 | 2827/5 | Registered | |
| 6 | 2827/6 | Registered | |
| 7 | 2827/7 | Registered | |
| 8 | 2827/8 | Registered | |
| 9 | 2827/9 | Registered | |
| 10 | 2827/10 | Registered | |
| 11 | 2827/11 | Registered | |
| 12 | 2827/12 | Registered | |
| 13 | 2827/13 | Registered | |
| 14 | 2827/14 | Registered | |
| 15 | 2827/15 | Registered | |
| 16 | 2827/16 | Registered | |
| 17 | 2827/17 | Registered | |
| 18 | 2827/18 | Registered | |
| 19 | 2827/19 | Registered | |
| 20 | 2827/20 | Registered | |
| 21 | 2827/21 | Registered | |
| 22 | 2827/22 | Registered | |
| 23 | 2827/23 | Registered | |
| 24 | 2827/24 | Registered | |
| 25 | 2827/25 | Registered | |
| 26 | 2827/26 | Registered | |
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| 28 | 2827/28 | Registered | |
| 29 | 2827/29 | Registered | |
| 30 | 2827/30 | Registered | |
| 31 | 2827/31 | Registered | |
| 32 | 2827/32 | Registered | |
| 33 | 2827/33 | Registered | |
| 34 | 2827/34 | Registered | |
| 35 | 2827/35 | Registered | |
| 36 | 2827/36 | Registered | |
| 37 | 2827/37 | Registered | |
| 38 | 2827/38 | Registered | |
| 39 | 2827/39 | Registered | |
| 40 | 2827/40 | Registered | |
| 41 | 2827/41 | Registered | |
| 42 | 2827/42 | Registered | |
| 43 | 2827/43 | Registered | |
| 44 | 2827/44 | Registered | |
| 45 | 2827/45 | Registered | |

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# Strata Plan 64552

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 46 | 2827/46 | Registered | |
| 47 | 2827/47 | Registered | |
| 48 | 2827/48 | Registered | |
| 49 | 2827/49 | Registered | |
| 50 | 2827/50 | Registered | |
| 51 | 2827/51 | Registered | |
| 52 | 2827/52 | Registered | |
| 53 | 2827/53 | Registered | |
| 54 | 2827/54 | Registered | |
| 55 | 2827/55 | Registered | |
| 56 | 2827/56 | Registered | |
| 57 | 2827/57 | Registered | |
| 58 | 2827/58 | Registered | |
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| 68 | 2827/68 | Registered | |
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| 70 | 2827/70 | Registered | |
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| 73 | 2827/73 | Registered | |
| 74 | 2827/74 | Registered | |
| 75 | 2827/75 | Registered | |
| 76 | 2827/76 | Registered | |
| 77 | 2827/77 | Registered | |
| 78 | 2827/78 | Registered | |
| 79 | 2827/79 | Registered | |
| 80 | 2827/80 | Registered | |
| 81 | 2827/81 | Registered | |
| 82 | 2827/82 | Registered | |

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# STRATA PLAN 64552

SHEET 1 OF 11 SHEETS

| VER | AMENDMENT | AUTHORISED BY | DATE |
|---|---|---|---|
| | | | |

PLAN OF
LOT 403 ON DEPOSITED PLAN 64806

CERTIFICATE OF TITLE
VOLUME 2742 FOLIO 103

LOCAL GOVERNMENT
SHIRE OF ROEBOURNE

INDEX PLAN
BH 65 (2) 27.26, 28.26

FIELD BOOK

SCALE 1:500 @ A3 SIZE

NAME OF SCHEME
BAYNTON APARTMENTS

ADDRESS OF PARCEL
55 GARDUGARLI DRIVE
BAYNTON 6714

MANAGEMENT STATEMENT YES NO~~

LODGED
DATE 10-Oct-13
FEE PAID $6000.00
ASSESS No. 13683494

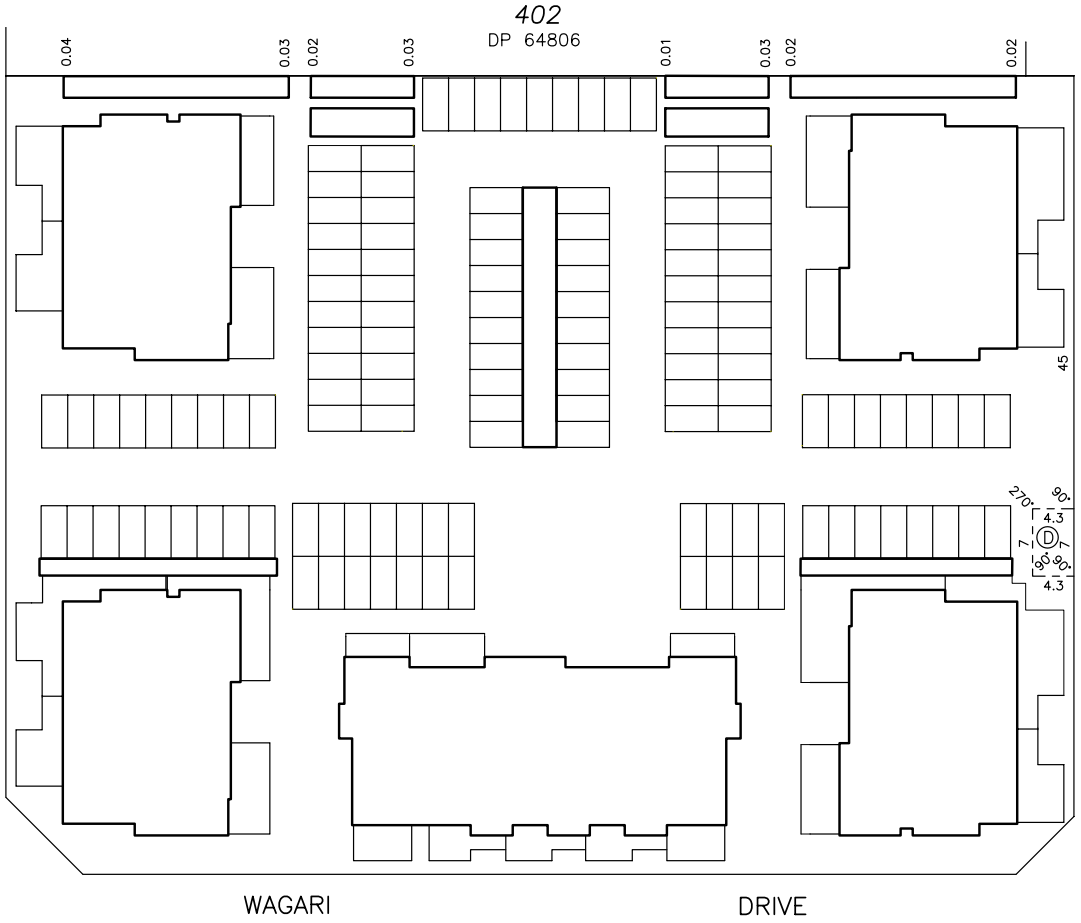
CERTIFIED CORRECT P.M.Fressanges 22-Oct-2013
COR. FILE TRIM 28991-2010

IN ORDER FOR DEALINGS
SUBJECT TO Energy Operators (Powers) Act, Lodgement of BA Form, Form 26 & Management Statement
22-Oct-2013
FOR REGISTRAR OF TITLES DATE

M459956 APPLICATION
12-Nov-2013 DATE
REGISTERED
REGISTRAR OF TITLES SEAL

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

Landgate
Western Australian Land Information Authority




GROUND FLOOR
LOCATION PLAN

ROSS McLOUGHLIN
CONSULTING SURVEYOR
1/9 MERCER LANE JOONDALUP 6027
TEL. 9301 2779 OR 0419 255 999
EMAIL rossmac@iinet.net.au

SURVEYOR'S CERTIFICATE - Reg 54

I, R A McLOUGHLIN

hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements,
[*delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

Ross McLoughlin 2013.10.09 08:12:49 +08'00'

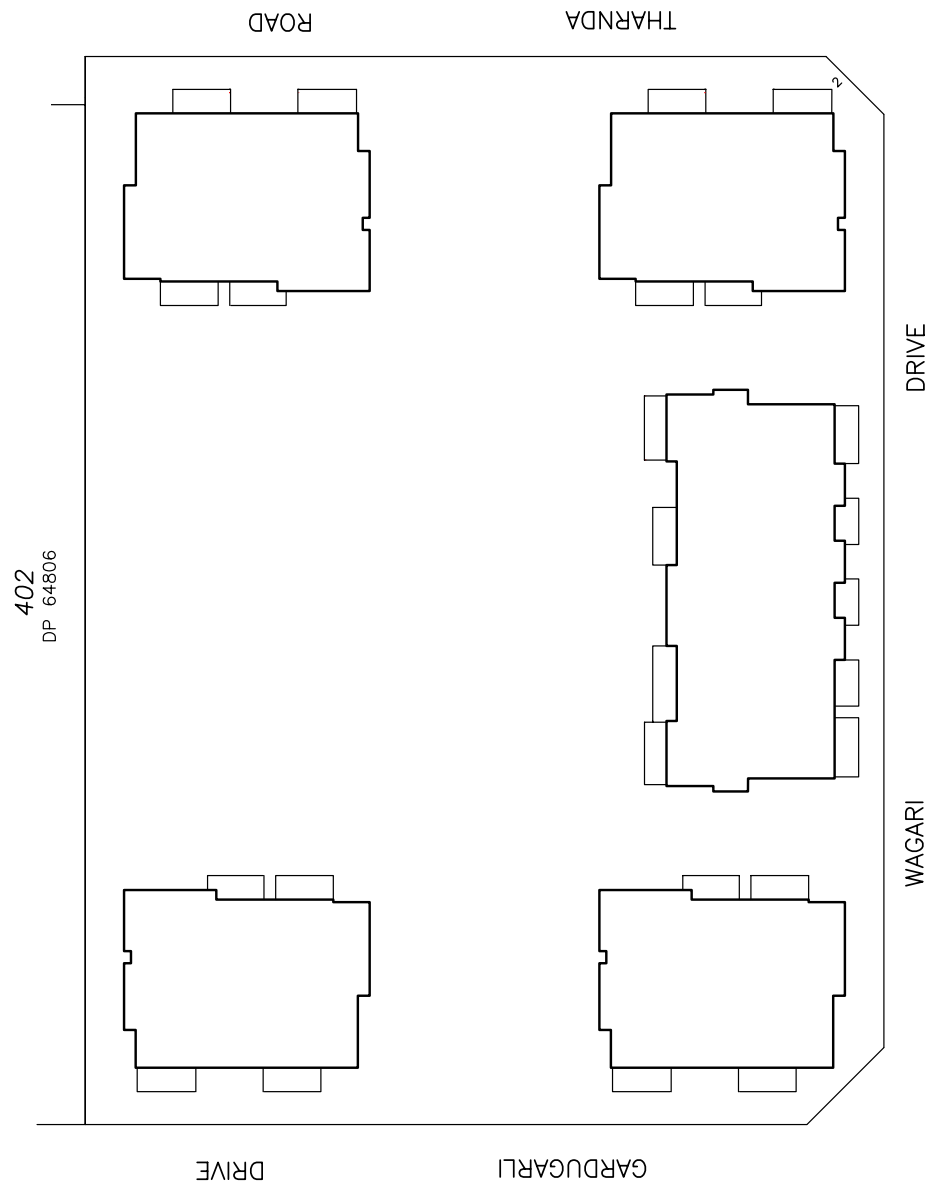
LICENSED SURVEYOR DATE

INTERESTS AND NOTIFICATIONS

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---|---|---|---|---|---|---|
| (D) | EASEMENT | ENERGY OPERATORS (POWERS) ACT 1979 | DOC. M459955 | COMMON PROPERTY | REGIONAL POWER CORPORATION | |

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FIRST AND SECOND FLOOR
LOCATION PLAN

NORTH

1:500 @ A3 SIZE
0 5 10 15 20

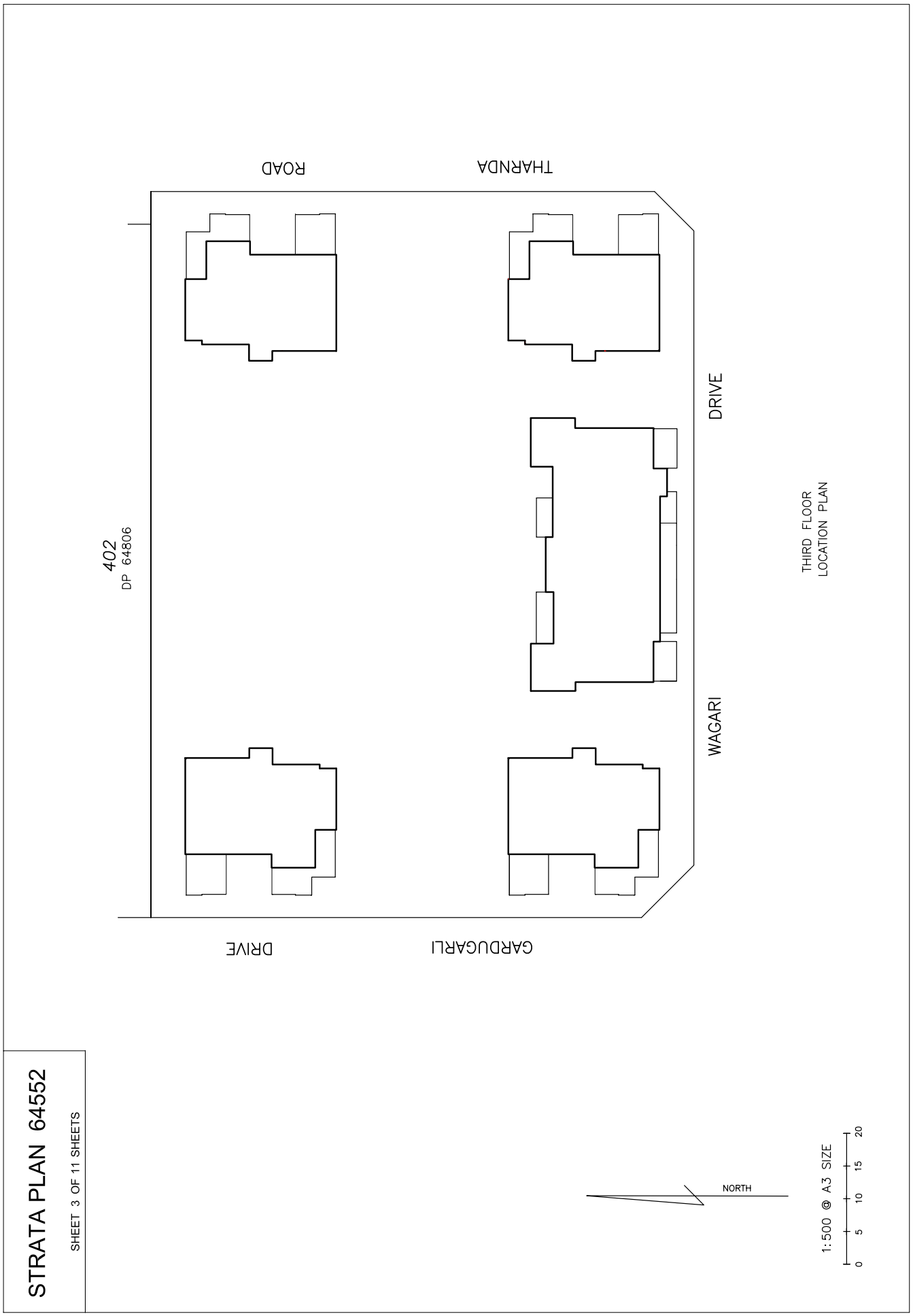
STRATA PLAN 64552

SHEET 2 OF 11 SHEETS

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STRATA PLAN 64552

SHEET 3 OF 11 SHEETS

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# STRATA PLAN 64552

SHEET 4 OF 11 SHEETS

FOR OTHER PARTS OF LOTS 5–12, 17–22 SEE SHEET 5
FOR OTHER PARTS OF LOTS 23–26, 35–38 SEE SHEET 6
FOR OTHER PARTS OF LOTS 27–34, 39–45 SEE SHEET 7
FOR OTHER PARTS OF LOTS 46–49, 58–61 SEE SHEET 8
FOR OTHER PARTS OF LOTS 50–57, 62–68 SEE SHEET 9
FOR OTHER PARTS OF LOTS 69,70,75,76 SEE SHEET 10
FOR OTHER PARTS OF LOTS 71–74, 77–82 SEE SHEET 11

THE BOUNDARIES OF THE LOTS OR PARTS OF 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 CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS (CY) ARE THE INNER SURFACES OF THE COURTYARD WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS.

THE STRATUM OF THE COURTYARDS (CY) EXTENDS FROM THE UPPER SURFACE OF THEIR COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED.

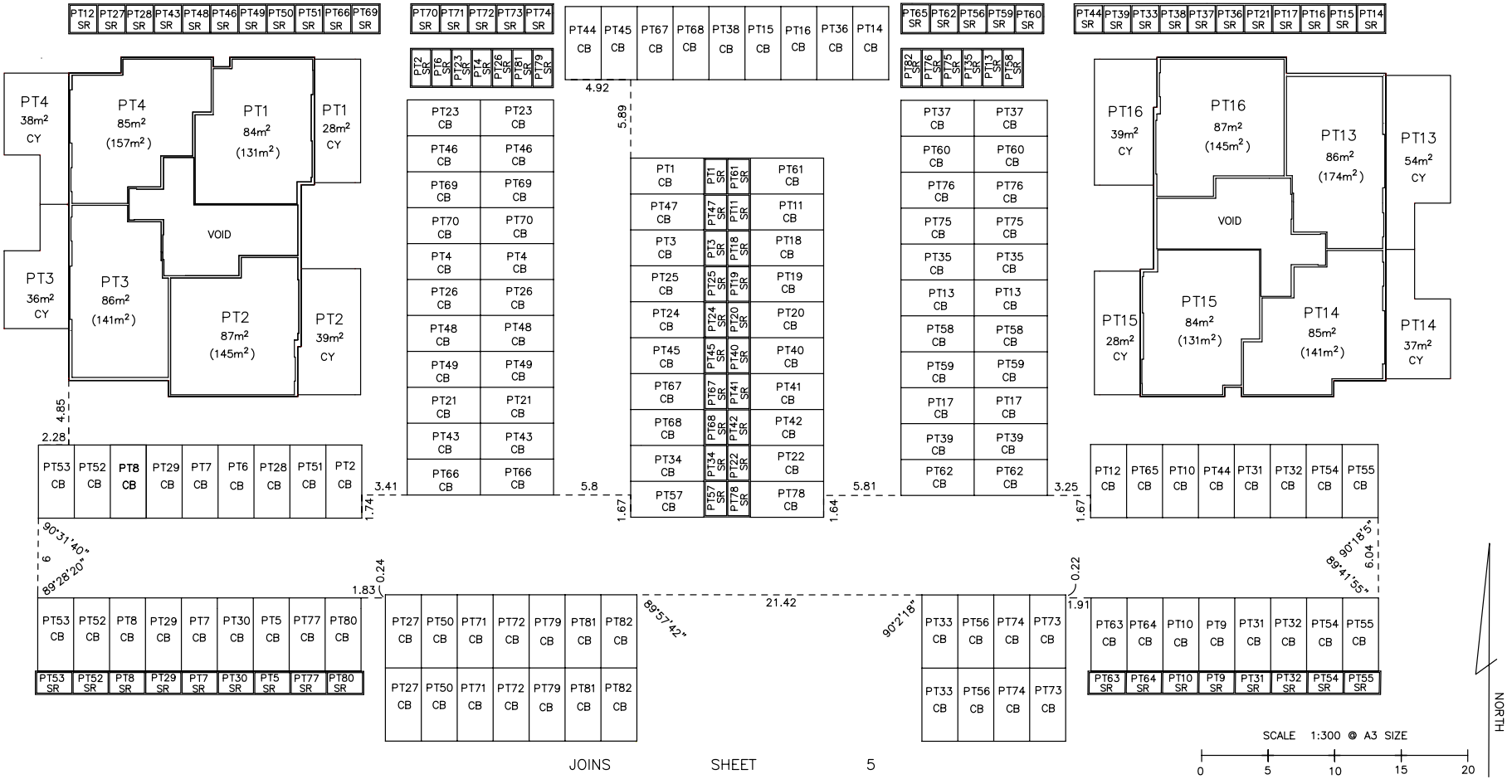
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL CARBAYS ARE 2.7m X 5.5m UNLESS SHOWN OTHERISE
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY

ALL CARBAY AREAS ARE 15m² UNLESS SHOWN OTHERWISE
ALL STORE ROOM AREAS ARE 4m² UNLESS SHOWN OTHERWISE

CY – COURTYARD
SR – STOREROOM
CB – CARBAY

ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE OUTSIDE FACE OF WALLS.

## GROUND FLOOR PLAN



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# STRATA PLAN 64552

SHEET 5 OF 11 SHEETS

THE BOUNDARIES OF THE LOTS OR PARTS OF 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 CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS (CY) ARE THE INNER SURFACES OF THE COURTYARD WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS.

THE STRATUM OF THE COURTYARDS (CY) EXTENDS FROM THE UPPER SURFACE OF THEIR COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED.

THE STRATUM OF THE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED.

ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL CARBAYS ARE 2.7m X 5.5m UNLESS SHOWN OTHERISE
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY

ALL CARBAY AREAS ARE 15m² UNLESS SHOWN OTHERWISE
ALL STORE ROOM AREAS ARE 4m² UNLESS SHOWN OTHERWISE

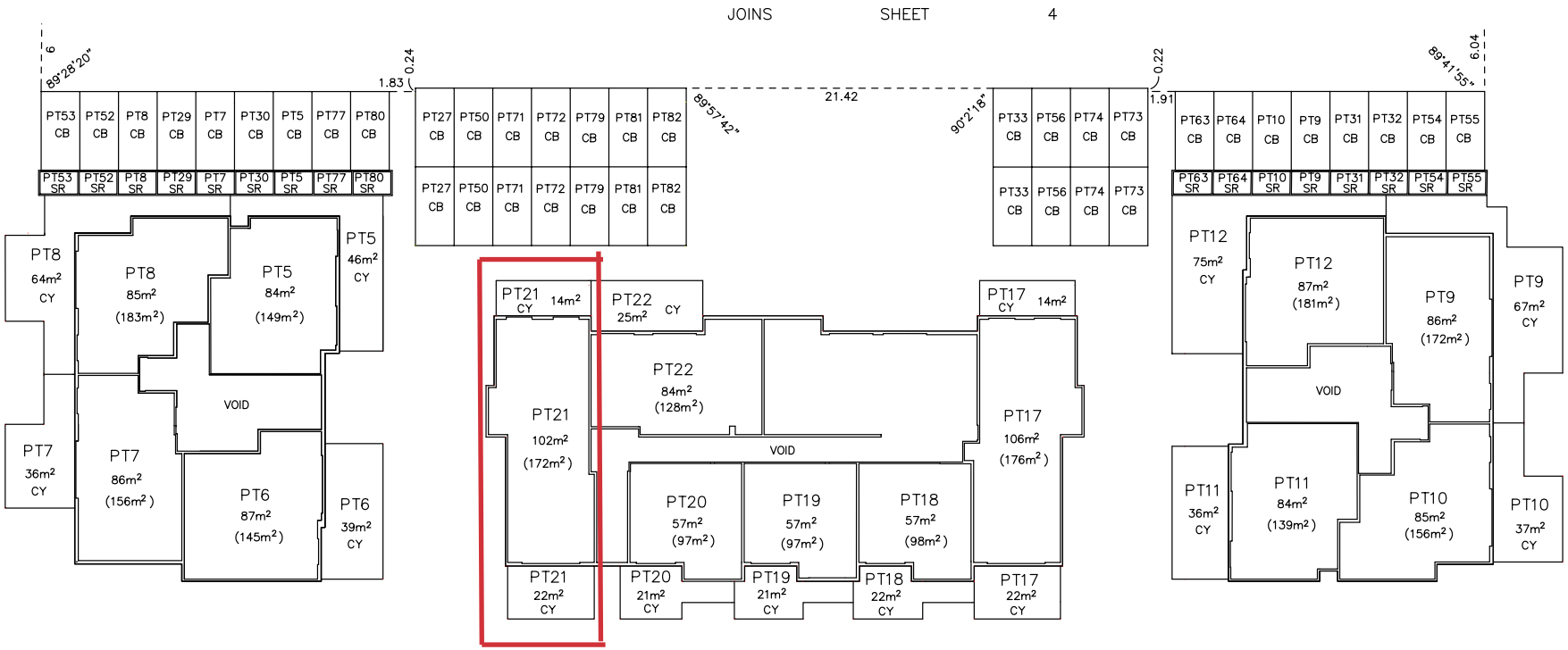
CY – COURTYARD
SR – STOREROOM
CB – CARBAY

ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE OUTSIDE FACE OF WALLS.

0 5 10 15 20
SCALE 1:300 @ A3 SIZE

NORTH

FOR OTHER PARTS OF LOTS 5–9,11,12, 17–22 SEE SHEET 4
FOR OTHER PARTS OF LOTS 27,29,30–33 SEE SHEET 7
FOR OTHER PARTS OF LOTS 50,52–56, 63,64 SEE SHEET 9
FOR OTHER PARTS OF LOTS 71–74, 77–82 SEE SHEET 11




GROUND FLOOR PLAN

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# STRATA PLAN 64552

SHEET 6 OF 11 SHEETS

0 5 10 15 20
SCALE 1:300 @ A3 SIZE

THE BOUNDARIES OF THE LOTS OR PARTS OF 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 CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

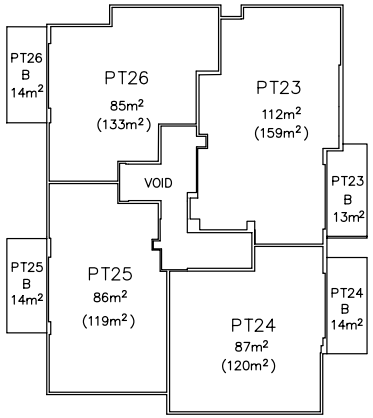
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER SURFACES OF THE BALCONY AND BALUSTRADE WALLS.

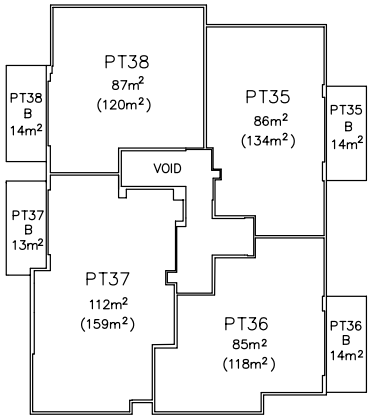
THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR BALCONY FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY
B – BALCONY

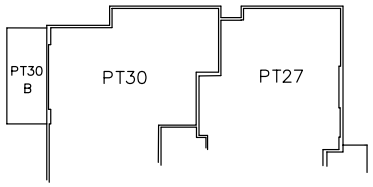
FOR OTHER PARTS OF LOTS 23–26, 35–38 SEE SHEET 4

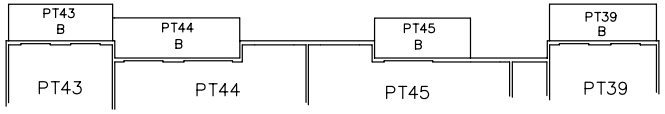
NORTH

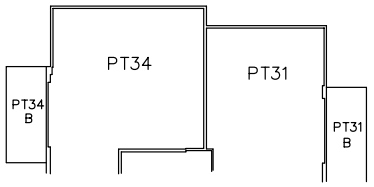



FIRST FLOOR PLAN




JOINS SHEET 7

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# STRATA PLAN 64552

SHEET 7 OF 11 SHEETS

THE BOUNDARIES OF THE LOTS OR PARTS OF 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 CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER SURFACES OF THE BALCONY AND BALUSTRADE WALLS.

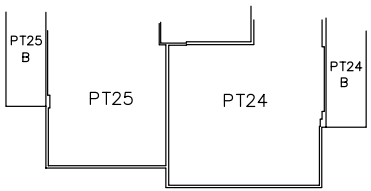
THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR BALCONY FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

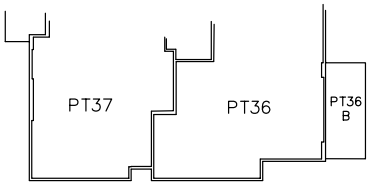
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY

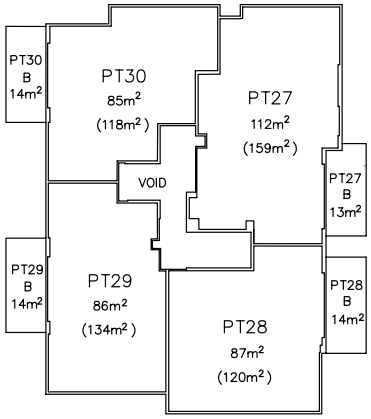
B – BALCONY

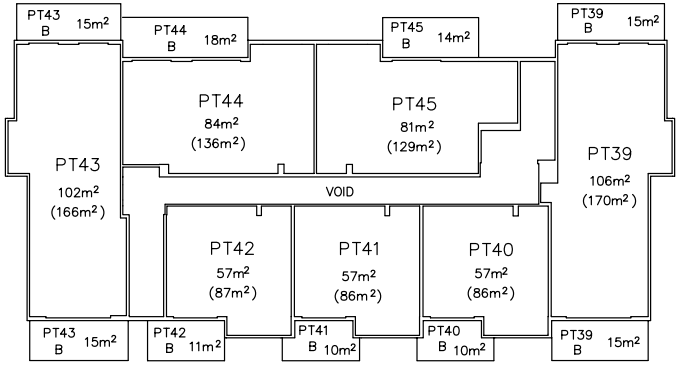
FOR OTHER PARTS OF LOTS 27–34, 39–45 SEE SHEETS 4 AND 5

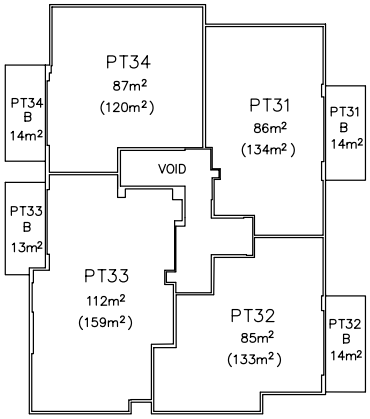
JOINS SHEET 6

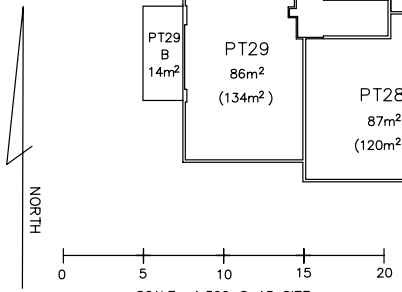



FIRST FLOOR PLAN

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# STRATA PLAN 64552

SHEET 8 OF 11 SHEETS

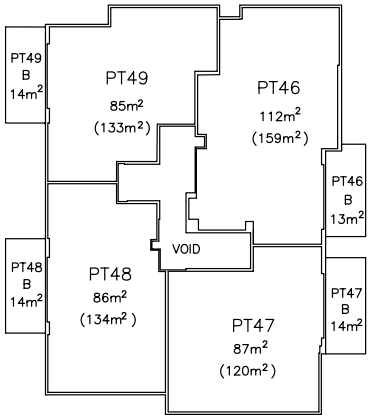
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THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER SURFACES OF THE BALCONY AND BALUSTRADE WALLS.

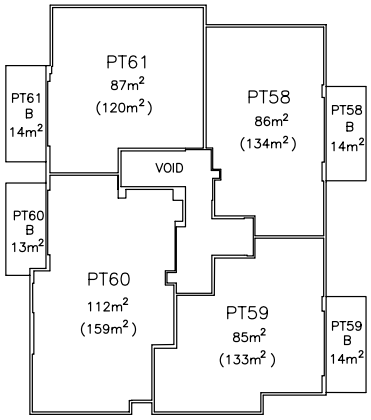
THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR BALCONY FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

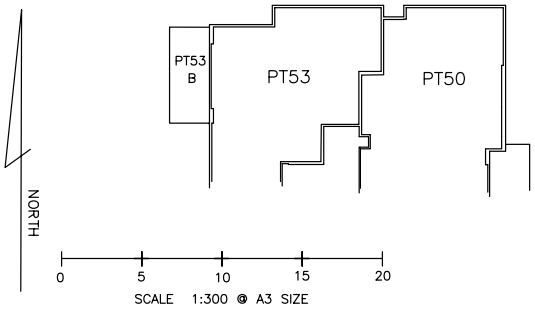
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY
B – BALCONY

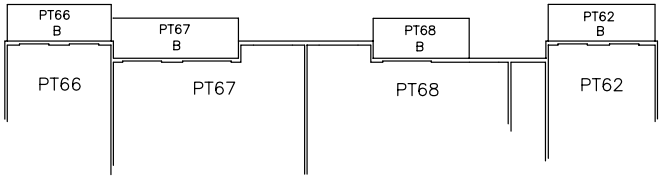
FOR OTHER PARTS OF LOTS 46–49, 58–61 SEE SHEET 4



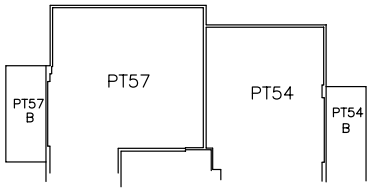

SECOND FLOOR PLAN




JOINS SHEET 9



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# STRATA PLAN 64552

SHEET 9 OF 11 SHEETS

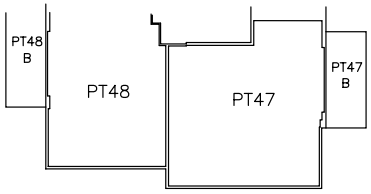
THE BOUNDARIES OF THE LOTS OR PARTS OF LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER SURFACES OF THE BALCONY AND BALUSTRADE WALLS.

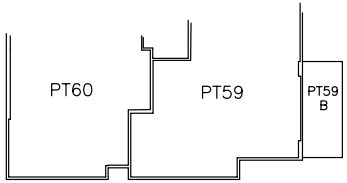
THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR BALCONY FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

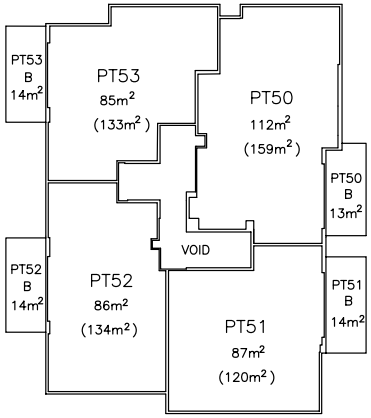
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY
B – BALCONY

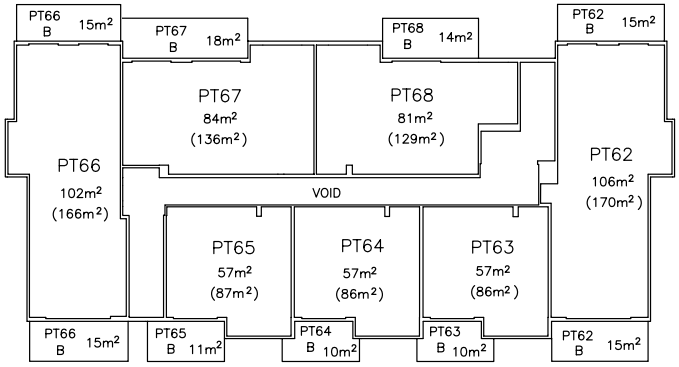
FOR OTHER PARTS OF LOTS 50–57, 62–68 SEE SHEETS 4 AND 5

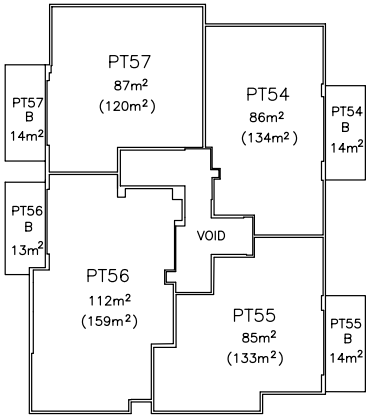


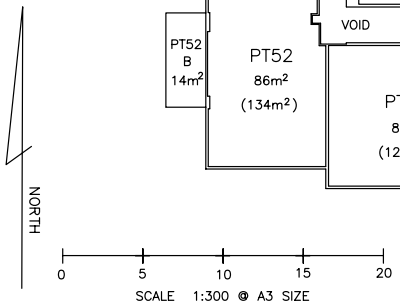

JOINS SHEET 8




SECOND FLOOR PLAN

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# STRATA PLAN 64552

SHEET 10 OF 11 SHEETS

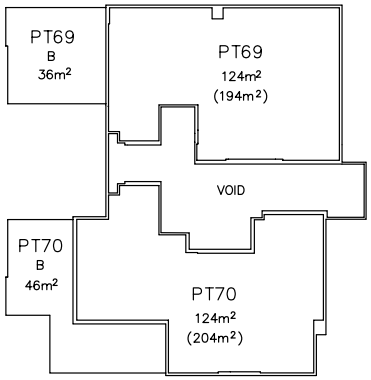
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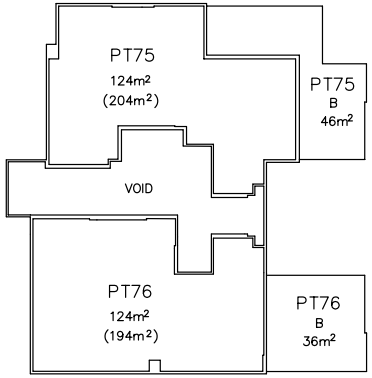
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE FROM THE EXTERNAL SURFACES OF THE BUILDING WALLS TO THE INNER SURFACES OF THE BALCONY AND BALUSTRADE WALLS.

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

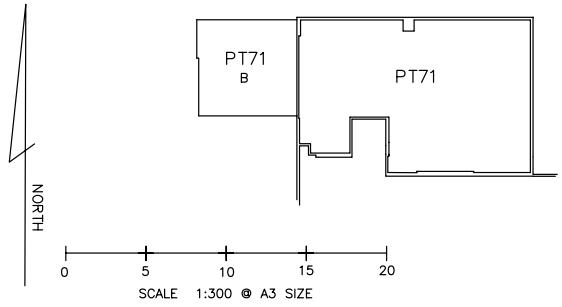
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY
B – BALCONY

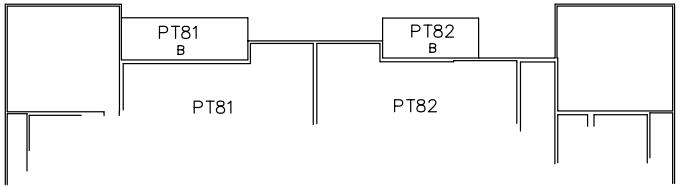
FOR OTHER PARTS OF LOTS 69,70,75,76 SEE SHEET 4



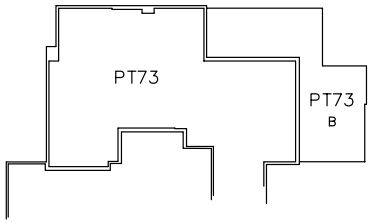




THIRD FLOOR PLAN




JOINS SHEET 11



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# STRATA PLAN 64552

SHEET 11 OF 11 SHEETS

0 5 10 15 20

SCALE 1:300 @ A3 SIZE

THE BOUNDARIES OF THE LOTS OR PARTS OF 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 CEILINGS, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

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ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE
ALL PILLARS/COLUMNS ARE COMMON PROPERTY
ALL WALLS EXTERNAL TO BUILDING PART LOTS ARE COMMON PROPERTY
B – BALCONY

FOR OTHER PARTS OF LOTS 71–74, 77–82 SEE SHEETS 4 AND 5

NORTH

PT70
B

PT70

JOINS SHEET 10

PT76

PT76
B

THIRD FLOOR PLAN

PT71
B
36m²

PT71
124m²
(194m²)

VOID

PT72
B
46m²

PT72
124m²
(204m²)

PT81
B
20m²

PT81
84m²
(138m²)

PT82
B
14m²

PT82
84m²
(132m²)

VOID

VOID

PT80
61m²
(101m²)

PT79
112m²
(188m²)

PT78
60m²
(90m²)

PT77
68m²
(108m²)

PT80
B
21m²

PT79
B
42m²

PT78
B
11m²

PT77
B
21m²

PT73
124m²
(204m²)

PT73
B
46m²

VOID

PT74
124m²
(194m²)

PT74
B
36m²

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# FORM 3

| STRATA PLAN No. 64552 | | | | | |
|---|---|---|---|---|---|
| Schedule of Unit Entitlement | | Office Use Only Current Cs of Title | Schedule of Unit Entitlement | | Office Use Only Current Cs of Title |
| Lot No, | Unit Entitlement | Vol. Fol. | Lot No, | Unit Entitlement | Vol. Fol. |
| 1 | 11 | 2827 - 1 | 28 | 12 | 2827 - 28 |
| 2 | 12 | 2827 - 2 | 29 | 12 | 2827 - 29 |
| 3 | 11 | 2827 - 3 | 30 | 12 | 2827 - 30 |
| 4 | 12 | 2827 - 4 | 31 | 12 | 2827 - 31 |
| 5 | 11 | 2827 - 5 | 32 | 12 | 2827 - 32 |
| 6 | 12 | 2827 - 6 | 33 | 14 | 2827 - 33 |
| 7 | 11 | 2827 - 7 | 34 | 12 | 2827 - 34 |
| 8 | 12 | 2827 - 8 | 35 | 12 | 2827 - 35 |
| 9 | 12 | 2827 - 9 | 36 | 12 | 2827 - 36 |
| 10 | 11 | 2827 - 10 | 37 | 14 | 2827 - 37 |
| 11 | 11 | 2827 - 11 | 38 | 12 | 2827 - 38 |
| 12 | 12 | 2827 - 12 | 39 | 14 | 2827 - 39 |
| 13 | 12 | 2827 - 13 | 40 | 9 | 2827 - 40 |
| 14 | 11 | 2827 - 14 | 41 | 9 | 2827 - 41 |
| 15 | 12 | 2827 - 15 | 42 | 9 | 2827 - 42 |
| 16 | 11 | 2827 - 16 | 43 | 14 | 2827 - 43 |
| 17 | 13 | 2827 - 17 | 44 | 12 | 2827 - 44 |
| 18 | 9 | 2827 - 18 | 45 | 12 | 2827 - 45 |
| 19 | 9 | 2827 - 19 | 46 | 14 | 2827 - 46 |
| 20 | 9 | 2827 - 20 | 47 | 12 | 2827 - 47 |
| 21 | 13 | 2827 - 21 | 48 | 12 | 2827 - 48 |
| 22 | 12 | 2827 - 22 | 49 | 12 | 2827 - 49 |
| 23 | 13 | 2827 - 23 | 50 | 14 | 2827 - 50 |
| 24 | 12 | 2827 - 24 | 51 | 12 | 2827 - 51 |
| 25 | 12 | 2827 - 25 | 52 | 12 | 2827 - 52 |
| 26 | 12 | 2827 - 26 | 53 | 12 | 2827 - 53 |
| 27 | 13 | 2827 - 27 | 54 | 12 | 2827 - 54 |

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**FORM 3**

| STRATA PLAN No. 64552 | | | | | |
|---|---|---|---|---|---|
| Schedule of Unit Entitlement | | Office Use Only Current Cs of Title | Schedule of Unit Entitlement | | Office Use Only Current Cs of Title |
| Lot No, | Unit Entitlement | Vol. Fol. | Lot No, | Unit Entitlement | Vol. Fol. |
| 55 | 12 | 2827 - 55 | 82 | 12 | 2827 - 82 |
| 56 | 14 | 2827 - 56 | | | |
| 57 | 12 | 2827 - 57 | | | |
| 58 | 12 | 2827 - 58 | | | |
| 59 | 12 | 2827 - 59 | | | |
| 60 | 14 | 2827 - 60 | | | |
| 61 | 12 | 2827 - 61 | | | |
| 62 | 14 | 2827 - 62 | | | |
| 63 | 9 | 2827 - 63 | | | |
| 64 | 9 | 2827 - 64 | | | |
| 65 | 9 | 2827 - 65 | | | |
| 66 | 14 | 2827 - 66 | | | |
| 67 | 12 | 2827 - 67 | | | |
| 68 | 12 | 2827 - 68 | | | |
| 69 | 16 | 2827 - 69 | | | |
| 70 | 16 | 2827 - 70 | | | |
| 71 | 16 | 2827 - 71 | | | |
| 72 | 16 | 2827 - 72 | | | |
| 73 | 16 | 2827 - 73 | | | |
| 74 | 16 | 2827 - 74 | | | |
| 75 | 16 | 2827 - 75 | | | |
| 76 | 16 | 2827 - 76 | | | |
| 77 | 9 | 2827 - 77 | | | |
| 78 | 9 | 2827 - 78 | | | |
| 79 | 16 | 2827 - 79 | | | |
| 80 | 9 | 2827 - 80 | | | |
| 81 | 12 | 2827 - 81 | | | |

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# FORM 3

| STRATA PLAN No. 64552 | | | | | |
|---|---|---|---|---|---|
| Schedule of Unit Entitlement | | Office Use Only Current Cs of Title | | Schedule of Unit Entitlement | | Office Use Only Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
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| | | | | Aggregate | 1,000 | | |

**DESCRIPTION OF PARCEL AND BUILDING**

FIVE THREE STOREY CONCRETE AND IRON BUILDINGS COMPRISING OF 82 RESIDENTIAL UNITS SITUATED ON LOT 403 ON DEPOSITED PLAN 64806. TO BE KNOWN AS BAYNTON APARTMENTS, 55 GARDUGARLI DRIVE BAYNTON.

**CERTIFICATE OF LICENSED VALUER**
**STRATA**

I, **Don Eftos**, 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.

07-Apr-2012
Date

Don Eftos
2012.04.07
14:57:40 +08'00'
Signed

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# FORM 5

*Strata Titles Act 1985*

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

**STRATA PLAN No.** 64552

## DESCRIPTION OF PARCEL & BUILDING

FIVE THREE STOREY CONCRETE AND IRON BUILDINGS COMPRISING OF 82 RESIDENTIAL UNITS SITUATED ON LOT 403 ON DEPOSITED PLAN 64806. TO BE KNOWN AS BAYNTON APARTMENTS, 55 GARDUGARLI DRIVE BAYNTON.

## CERTIFICATE OF LICENSED SURVEYOR

I, R A McLOUGHLIN . . . . . ., 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*~~.

R.A. McLoughlin Ross McLoughlin 2013.09.03 17:41:21 +08'00'

. . . . . .

Licensed Surveyor Date

*Delete if inapplicable

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PERMIT FORM BA12

# Occupancy Permit - Strata

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

OFFICE USE ONLY

Permit number: 120648

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

## 1. Details of building or structure

| | | |
|---|---|---|
| Certificate of Title | *Volume 2742* | *Folio103* |
| Lot on survey | 403 | |
| Strata Plan Number | 64552 | *Land being re-subdivided (if applicable)* |
| Property street address<br>*(Street number, street name, suburb, postcode)* | LOT 403 - 55 GARDUGARLI DRIVE, BAYNTON WA 6714 | |
| Description of building | 82 RESIDENTIAL APARTMENTS AND PUBLIC SWIMMING POOL | |
| BCA class of the building | Main BCA class<br>2 | Secondary BCA class (if applicable)<br>10B |
| Use/s of building | **RESIDENTIAL** | Each restriction on use (if applicable) |

## 2. Permit Details

1. This occupancy permit is for: ☒ Whole of building
   Details _____
2. Western Australian Planning Commission approval required ☒ Yes
3. All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
4. This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

| | *Name: (print)* | *Signature:* | *Date:* |
|---|---|---|---|
| **Issuing officer** | **Craig Watts** | | 31-10-13 |
| **Title** | **Manager Regulatory Services** | | |
| **Permit authority** | **Shire of Roebourne** | | |

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# FORM 26

**WAPC Ref.** P2735 **STRATA PLAN NO 64552**

*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 3-Oct-13 and relating to the property described below;

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

Property Description:

Lot (or Strata Plan) No. STRATA PLAN 64552

Location LOT 403 ON DEPOSITED PLAN 64806

Locality BAYNTON

Local Government SHIRE OF ROEBOURNE

Lodged by: R A McLOUGHLIN

Date: 3-Oct-13

~~For Chairman, Western Australian Planning Commission~~

11/11/2013

Date

DELEGATED UNDER S16 OF THE P&D ACT 2005

(*To be deleted as appropriate.)

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THE ADDRESS FOR SERVING OF NOTICES ON THE STRATA COMPANY IS NOW ******

**FORM 8**

ANNEXURE 'A' OF STRATA PLAN NO. 64552 REGISTRAR OF TITLES

## SCHEDULE OF DEALINGS

| Dealings registered or recorded on Strata Plan | Instrument | | | | Signature of Registrar of Titles |
|---|---|---|---|---|---|
| | Nature | Number | Registered | Time | |
| THE ADDRESS FOR SERVING OF NOTICES ON THE STRATA COMPANY IS NOW 138 BURSWOOD ROAD, BURSWOOD WA 6100 | APPLICATION | M559279 | 25.2.2014 | 9:40:59 | |
| SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS | | | | | |
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## SCHEDULE OF ENCUMBRANCES ETC.

| Instrument | | Particulars | Registered | Signature of Registrar of Titles | Cancellation | | | | Signature of Registrar of Titles |
|---|---|---|---|---|---|---|---|---|---|
| Nature | Number | | | | Nature | Number | Registered | Time | |
| EASEMENT | M459955 | TO REGIONAL POWER CORPORATION FOR ELECTRICITY MAINTENANCE PURPOSES - | | | | | | | |
| | | SEE SKETCH ON STRATA PLAN 64552 | 12.11.13 | | | | | | |
| STATEMENT | M459957 | MANAGEMENT STATEMENT | 12.11.13 | | | | | | |
| | | SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS | | | | | | | |
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Note: Entries may be affected by subsequent endorsements.

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GOVERNMENT OF WESTERN AUSTRALIA

Landgate

# 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 64552

BGRoberts
REGISTRAR OF TITLES

| Document | | | Cancellation | | |
|---|---|---|---|---|---|
| Number | Particulars | Date recorded/ lodged/registered | Nature | Number | Registered |
| O730073 | SCHEME BY-LAWS - FIRST CONSOLIDATION | 11.5.2021 | | | |
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Richardson Strata Management Services

138 Burswood Road
Burswood WA 6100

Telephone: 9472 1833
Facsimile: 9355 5299

# Owner Ledger

**Financial Period**
**15/08/2025 - 30/09/2026**

## 64552
## Lot 21, 55 Gardugarli Drive BAYNTON

| Date | Fund | Details | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 15/08/25 | Administrative | BPay Payment: DEFT Bpay 0000116888 | | 2,340.00 | 2,340.00 |
| 15/08/25 | Reserve | BPay Payment: DEFT Bpay 0000116888 | | 214.50 | 2,554.50 |
| 01/09/25 | Reserve | Levy 1/9/2025-30/11/2025 | 214.50 | | 2,340.00 |
| 01/09/25 | Administrative | Levy 1/9/2025-30/11/2025 | 2,340.00 | | 0.00 |
| 14/11/25 | Administrative | BPay Payment: DEFT Bpay 0000116888 | | 2,860.00 | 2,860.00 |
| 14/11/25 | Reserve | BPay Payment: DEFT Bpay 0000116888 | | 214.50 | 3,074.50 |
| 01/12/25 | Administrative | Levy 1/12/2025-28/2/2026 | 2,860.00 | | 214.50 |
| 01/12/25 | Reserve | Levy 1/12/2025-28/2/2026 | 214.50 | | 0.00 |
| 13/02/26 | Administrative | BPay Payment: DEFT Bpay 0000116888 | | 2,860.00 | 2,860.00 |
| 13/02/26 | Reserve | BPay Payment: DEFT Bpay 0000116888 | | 214.50 | 3,074.50 |
| 01/03/26 | Administrative | Levy 1/3/2026-31/5/2026 | 2,860.00 | | 214.50 |
| 01/03/26 | Reserve | Levy 1/3/2026-31/5/2026 | 214.50 | | 0.00 |
| 15/05/26 | Administrative | BPay Payment: DEFT Bpay 0000116888 | | 2,717.00 | 2,717.00 |
| 15/05/26 | Reserve | BPay Payment: DEFT Bpay 0000116888 | | 357.50 | 3,074.50 |
| 01/06/26 | Administrative | Levy 1/6/2026-31/8/2026 | 2,717.00 | | 357.50 |
| 01/06/26 | Reserve | Levy 1/6/2026-31/8/2026 | 357.50 | | 0.00 |
| 17/08/26 | Administrative | BPay Payment: DEFT Bpay 0000116888 | | 2,717.00 | 2,717.00 |
| 17/08/26 | Reserve | BPay Payment: DEFT Bpay 0000116888 | | 357.50 | 3,074.50 |
| 01/09/26 | Administrative | Levy 1/9/2026-30/11/2026 | 2,717.00 | | 357.50 |
| 01/09/26 | Reserve | Levy 1/9/2026-30/11/2026 | 357.50 | | 0.00 |
| | | | **14,852.50** | **14,852.50** | **0.00** |

**Interest Due:** **$0.00**

**Total Due:** **$0.00**

Report Date: 30th September 2026

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☐ **and** / ☒ **or**

By ordinary resolution passed at the Annual General Meeting on 23 March 2021 and pursuant to Regulation 175(4) of the *Strata Titles Act 1985* the following ☒ **additions**/ ☐ **amendments**/ ☐ **repeal**[4] to the Conduct by-laws were made as detailed here

**45. Financial Year By-Law**

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and in the absence of such resolution, the financial year shall be a period of 12 months ending on **30 November**.

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

**Part 3 – Consolidated By-laws of Scheme Number: 64552**

**Schedule 1 - Governance By-Laws**

**1. INTERPRETATION**

(1) Definitions

Unless the contrary intention appears or is required by the context, in the by-laws of the Strata Company (whether the Schedule 1 or Schedule 2 by-laws), the following definitions shall apply:

**Act** means the *Strata Titles Act 1985 (WA),* as amended from time to time;

**ADI** means an authorised deposit-taking institution as defined in section 5

[4] Select whichever is applicable.



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

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of the *Banking Act 1959 (Cth);*

**Asset Manager** means, in connection with any particular Recreational Facility, the Asset Manager appointed under sub-bylaw 38(5) of this Schedule 1 from time to time;

**Buildings** means the buildings and each other improvement constructed on the Parcel;

**by-laws** means the by-laws of the Strata Company, as contained in this Management Statement, and as thereafter varied from time to time and **by-law** and **sub-bylaw** have the same meaning;

**Common Property** means all that part of the Strata Plan that is not a Lot or part of a Lot on the Strata Plan;

**Council** means the council of the Strata Company;

**Local Government Authority** means the Shire of Roebourne or any replacement thereof;

**Lot** means a strata lot contained in the Strata Plan;

**Original Proprietor** means Minderoo Pty Limited (ACN 087 437 312) as trustee for The Andrew & Nicola Forrest Family Investment Trust;

**Parcel** means the whole of the land comprised in the Strata Plan;

**Proprietor** means the registered proprietor from time to time of a Lot;

**Recreational Facilities** means the pool, gymnasium, barbeques, and other recreational facilities situated on the Common Property from time to time;

**Relevant Authority** includes each government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or public authority, tribunal, agency or entity, whether local, state,



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

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federal or otherwise (and, for the avoidance of doubt, includes the Local Government Authority);

**Scheme** means the Strata Plan, the by-laws and the Buildings, facilities and Services contained within the Parcel;

**Services** means the supply of electricity, gas, water, sewer, drainage, telephone, data and any other pipes or cables which deliver those things to a Lot or the Parcel;

**Strata Company** means the body corporate constituted pursuant to section 32 of the Act which comes into being upon the registration of the Strata Plan;

**Strata Company Manager** means the organisation or person (whether natural or not) appointed by the Council to administer the affairs of the Strata Company in accordance with by-law 19 of Schedule 2;

**Strata Company Management Agreement** means the agreement entered into by the Strata Company in accordance with by-law 19 of Schedule 2;

**Strata Plan** means the strata plan registered with Landgate, the subject of the Parcel, with which this Management Statement is registered; and

**TPS** means the Local Government Authority's *Town Planning Scheme* as in existence from time to time.

(2) Interpretation

In the by-laws:

(a) a reference to any statute or statutory provision includes a reference to:

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



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

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(ii) all statutory instruments or orders made pursuant to it;

(b) words denoting the singular number shall include the plural and vice versa;

(c) words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa; and

(d) headings are inserted for convenience only and shall not affect the construction or interpretation of the by-laws.

(3) Severability

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

## 2. DUTIES OF PROPRIETORS, OCCUPIERS, ETC.

(1) A Proprietor shall:

(a) forthwith carry out all work that may be ordered by any competent Relevant Authority or the Local Government Authority in respect of his or her Lot and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her Lot; and

(b) in accordance with these by-laws, repair and maintain his or her 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,

except to the extent that the Strata Company is obliged, by these by-laws, to carry out work or to repair or maintain any part or parts of the Proprietor's Lot. When undertaking any work, repair or maintenance under this or any other by- law, the Proprietor shall only engage the services of qualified and competent tradesmen and use proper and new materials.

(2) A Proprietor shall:



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

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(a) notify the Strata Company or the duly appointed Strata Company Manager 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

(b) notify the Strata Company or the Strata Company Manager of any mortgage or other dealing in connection with his or her Lot, including in the case of a lease of a Lot, the name of the tenant and the term of the lease.

(3) Subject to these by-laws and subject to the rights of any person who has any leasehold interest in any part of the Common Property, a Proprietor, occupier, tenant or other resident of a Lot shall:

(a) use and enjoy the Common Property in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Proprietors, occupiers, tenants, other residents or their visitors:

(b) not use the Lot or permit it to be used in such manner or for such purpose as causes a nuisance (or is likely to cause a nuisance) to any occupier of another Lot (whether a Proprietor or not) or the employees or visitors of such an occupier;

(c) take all reasonable steps to ensure that his or her visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor, occupier, tenant or other resident of another Lot or of any other person lawfully using the Common Property; and

(d) take all reasonable steps to ensure that his or her visitors comply with the by-laws of the Strata Company relating to the use of the Common Property and/or parking of motor vehicles.

(4) Without limiting sub-bylaw (3) of this bylaw, a Proprietor must:

(a) if the Proprietor is unable to ensure compliance with paragraphs (c) and (d) of sub-bylaw (3) of this by-law by any visitor, upon written notice from the Strata Company or the duly appointed Strata Company



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Manager take reasonable steps to have the relevant visitor leave the Parcel; and

(b) compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the relevant visitor.

## 3. POWER OF PROPRIETOR TO DECORATE ETC.

(1) Subject to sub-bylaw (2) of this by-law and to by-law 26 of this Schedule 1, a Proprietor may, without obtaining the consent of the Strata Company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his or her Lot or affix locking devices, furnishings, furniture, carpets and other similar things to that surface PROVIDED however that the Proprietor shall not do or permit anything to be done in his or her Lot which is visible outside the lot without the prior consent in writing of the Strata Company or the duly appointed Strata Company Manager, such consent not to be unreasonably withheld and PROVIDED FURTHER that any such action does not unreasonably damage or affect the integrity of the Common Property.

(2) A Proprietor, tenant, occupier or other resident of a Lot must not install window treatments (such as blinds or curtains) to any external windows of the Buildings which by their colour or design detract from the aesthetic of, or which are not in keeping with, the rest of the Buildings or the Scheme.

## 4. POWER OF STRATA COMPANY REGARDING SUBMETERS

(1) Where the supply of gas, water or electricity to a Lot is regulated by means of a sub-meter, the Strata Company may require the Proprietor or other occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub-meter an amount not exceeding $1,000.00 and, if any amount so paid is applied by the Strata Company under sub-bylaw (3) of this by- law, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the Strata Company may require.

(2) The Strata Company shall lodge every sum received under this by-law to the



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credit of an interest-bearing account with an ADI and all interest accruing in respect of the amounts so received shall, subject to this by-law, be held on trust for the Proprietor or occupier who made the payment.

(3) If the Proprietor or other occupier of a Lot in respect of which a sub-meter is used for the supply of gas, water or electricity refuses or fails to pay any charges due for the supply of gas, water or electricity to that Lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier under this by- law, including any interest that may have accrued in respect of that amount.

(4) Where a person who has paid an amount under this by-law to the Strata Company satisfies the Strata Company that he or she is no longer the Proprietor or occupier of a lot and that the Strata Company no longer has any liability or contingent liability for the supply of gas, water or electricity to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company shall refund to that person the amount then held on his or her behalf under this by-law.

## 5. CONSTITUTION OF THE COUNCIL OF THE STRATA COMPANY

(1) The powers and duties of the Strata Company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Company and a meeting of the Council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the Council. Where a Strata Company Manager has been appointed by the Strata Company, the Strata Company Manager (subject always to the express terms of the Strata Company Management Agreement) may exercise and perform all of the powers and duties of the Strata Company subject to any lawful direction of the Council to the contrary.

(2) Until the first annual general meeting of the Strata Company, the Proprietors of all the Lots shall constitute the Council.

(3) Where there are not more than 3 Proprietors the Council shall consist



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of all Proprietors and where there are more than 3 Proprietors the Council shall consist of not less than 3 and not more than 7 Proprietors as determined by the Strata Company.

(4) Where there are more than 3 Proprietors the members of the Council shall be elected at each annual general meeting of the Strata Company or, if the number of Proprietors increases to more than 3 after the relevant annual general meeting, at a general meeting convened for the purpose.

(5) Where the Original Proprietor remains the Proprietor of any Lot, the Original Proprietor shall be entitled to be a member of the Council and shall not need to be elected to that position notwithstanding any provisions of these by-laws to the contrary.

(6) 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.

(7) If there are co-Proprietors of a Lot, one only of the co-Proprietors shall be eligible to be, or to be elected to be, a member of the Council and the co-Proprietor who is so eligible shall be nominated by his co-Proprietors, but, if the co-Proprietors fail to agree on a nominee, the co-Proprietor who owns the largest share of the Lot shall be the nominee or if there is no co-Proprietor who owns the largest share of the Lot, the co-Proprietor whose name appears first in the certificate of title for the Lot shall be the nominee.

(8) On an election of members of the Council, a Proprietor shall have one vote in respect of each Lot owned by him or her.

(9) Except where the Council consists of all the Proprietors and subject to sub-bylaw (5) of this by-law, the Strata Company may by special resolution remove any member of the Council before the expiration of his or her term of office.

(10) A member of the Council vacates his or her office as a member of the



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Council:

(a) if he or she dies or ceases to be a Proprietor or a nominated co-Proprietor of a Lot;

(b) upon receipt by the Strata Company of a notice in writing of his or her resignation from the office of member;

(c) 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 or she is not elected or re-elected;

(d) in a case where he or she is a member of the Council by reason of there being not more than 3 Proprietors, upon an election of members of the Council (as a result of there being an increase in the number of Proprietors to more than 3) at which he or she is not elected; or

(e) where he or she is removed from office under sub-bylaw (9) of this by-law.

(11) 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 sub-bylaw (9), the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.

(12) Except where there is only one Proprietor, a quorum of the Council shall be 2 where the Council consists of 2, 3 or 4 members, 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.

(13) The continuing members of the Council may act notwithstanding any vacancy in the Council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council or convening a general meeting of the Strata Company, but for no other purpose.

(14) All acts done in good faith by the Council (including acts done in good faith by



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any delegate of the Council, including without limitation, the Strata Company Manager) shall, notwithstanding that it is afterwards discovered that there were some defect in the appointment or continuance in office of any member of the Council (and/or such delegate), be as valid as if that member (or delegate) had been duly appointed or had duly continued in office.

## 6. PROCEDURE FOR THE ELECTION OF THE COUNCIL

The procedure for nomination and election of members of a Council shall be in accordance with the rules set out in this by-law.

(1) The meeting shall determine, in accordance with the requirements of by-law 5(3) of this Schedule 1, the number of persons of whom the Council shall consist.

(2) The chairperson shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the Council.

(3) A nomination is ineffective unless supported by the consent of the nominee to his or her nomination, given:

(a) in writing, and furnished to the chairperson at the meeting; or

(b) orally by a nominee who is present at the meeting.

(4) When no further nominations are forthcoming, the chairperson:

(a) where the number of candidates equals the number of members of the Council determined in accordance with the requirements of by-law 5(3) of this Schedule 1, shall declare those candidates to be elected as members of the Council; or

(b) where the number of candidates exceeds the number of members of the Council determined in accordance with the requirements of by-law 5(3) of this Schedule 1, shall direct that a ballot be held.

(5) If a ballot is to be held, the chairperson shall:



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(a) announce the names of the candidates; and

(b) 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 or she is entitled to vote for use as a ballot paper.

(6) A person who is entitled to vote shall complete a valid ballot paper by:

(a) writing thereon the names of candidates, equal in number to the number of members of the Council so that no name is repeated;

(b) indicating thereon the number of each Lot in respect of which his or her vote is cast and whether he or she so votes as Proprietor or first mortgagee of each such Lot or as proxy of the Proprietor or first mortgagee (it being noted that a proxy must be appointed by the relevant Proprietor or first mortgagee in writing under the hand of the appointor or his or her attorney);

(c) signing the ballot paper; and

(d) returning it to the chairperson.

(7) The chairperson, or a person appointed by him or her, shall count the votes recorded in valid ballot papers in favour of each candidate.

(8) Subject to sub-bylaw (9) of this by-law, candidates being equal in number to the number of members of the Council determined in accordance with by-law 5(3) of this Schedule 1, who receive the highest number of votes shall be declared elected to the Council.



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(9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) of this by-law and:

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons 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. CHAIRPERSON, SECRETARY AND TREASURER OF THE COUNCIL

(1) The members of a Council shall, at the first meeting of the Council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the Council.

(2) A person:

(a) shall not be appointed to an office referred to in sub-bylaw (1) of this by-law unless he or she is a member of the Council; and

(b) may be appointed to one or more of those offices.

(3) A person appointed to an office referred to in sub-bylaw (1) of this by-law shall hold office until:

(a) he or she ceases to be a member of the Council;

(b) receipt by the Strata Company of notice in writing of his or her resignation from that office; or



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(c) another person is appointed by the Council to hold that office, whichever first happens.

(4) The chairperson shall preside at all meetings of the Council at which he or she is present and, if he or she 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 chairperson.

## 8. CHAIRPERSON, SECRETARY AND TREASURER OF THE STRATA COMPANY

(1) Subject to sub-bylaw (2) of this by-law, the chairperson, secretary and treasurer of the Council are also respectively the chairperson, secretary and treasurer of the Strata Company.

(2) The Strata Company may at a general meeting authorise a person who is not a Proprietor to act as the chairperson of the Strata Company for the purpose of that meeting.

(3) A person appointed under sub-bylaw (2) of this by-law may act until the end of the meeting for which he or she was appointed to act.

## 9. PROCEDURE AT MEETINGS, AND POWERS, OF THE COUNCIL

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

(2) The Council may:

(a) meet together for the conduct of business and adjourn and 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 or her, specifying in the notice the reason for calling the meeting;

(b) subject to these by-laws, employ on behalf of the Strata Company such agents and employees as it thinks fit in connection with the control and



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management of the Common Property and the exercise and performance of the powers and duties of the Strata Company; and

(c) 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.

(3) A member of the 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 or her 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.

(4) A Proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he or she is a member of the Council.

(5) If a person appointed under sub-bylaw (3) of this by-law is a member of the Council he or she may, at any meeting of the Council, separately vote in his or her capacity as a member and on behalf of the member in whose place he or she has been appointed to act.

(6) The Council shall keep minutes of its proceedings.

(7) Where a Strata Company Manager has been appointed by the Council, the Strata Company Manager (subject always to the express terms of the Strata Company Management Agreement) may exercise and perform all of the powers and duties of the Council subject to any lawful direction of the Council to the contrary.

## 10. POWERS AND DUTIES OF THE SECRETARY OF THE STRATA COMPANY

(1) The powers and duties of the secretary of the Strata Company include:

(a) 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;



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(b) the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;

(c) the supply of information on behalf of the Strata Company in accordance with sections 43(1)(a) and 43(1)(b) of the Act;

(d) the answering of communications addressed to the Strata Company;

(e) the calling of nominations of candidates for election as members of the Council; and

(f) subject to sections 49 and 103 of the Act, the convening of meetings of the Strata Company and of the Council.

(2) Where a Strata Company Manager has been appointed by the Council, the Strata Company Manager (subject always to the express terms of the Strata Company Management Agreement) may exercise and perform all of the powers and duties of the secretary of the Strata Company subject to any lawful direction of the elected secretary (if any) of the Strata Company to the contrary.

## 11. POWERS AND DUTIES OF THE TREASURER OF THE STRATA COMPANY

(1) The powers and duties of the treasurer of the Strata Company include:

(a) the notifying of Proprietors of any contributions levied pursuant to the Act;

(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the Strata Company;

(c) the preparation of any certificate applied for under section 43 of the Act; and

(d) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.



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(2) Where a Strata Company Manager has been appointed by the Council, the Strata Company Manager (subject always to the express terms of the Strata Company Management Agreement) may exercise and perform all of the powers and duties of the treasurer of the Strata Company subject to any lawful direction of the elected treasurer (if any) of the Strata Company to the contrary.

## 12. GENERAL MEETINGS OF THE STRATA COMPANY

(1) Annual general meetings of the Strata Company shall be held not less than once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.

(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.

(3) The Council may whenever it thinks fit and shall upon a requisition in writing made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the Lots convene an extraordinary general meeting.

(4) If the Council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.

(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 the Strata Company Manager, all Proprietors and registered first mortgagees who have notified their interests to the Strata Company, but accidental omission to give the notice to the Strata Company Manager, any Proprietor or to any registered first mortgagee or non-receipt of the notice by the Strata Company



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Manager, any Proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

(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, or shall cause the Strata Company Manager to include, that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

## 13. PROCEEDINGS AT GENERAL MEETINGS OF THE STRATA COMPANY

(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.

(2) Except as otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

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

(4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of Proprietors, shall be dissolved and in any other case the persons entitled to vote and present constitute a quorum regardless of any other provision of the by-laws to the contrary.

(5) The chairperson, 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(6) Except where otherwise required by or under the Act or these by-laws, resolutions may be passed at a general meeting by a simple majority vote.



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(7) 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.

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

(9) A demand for a poll may be withdrawn.

(10) A poll, if demanded, shall be taken in such manner as the chairperson thinks fit and the result of that poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

(11) 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.

## 14. 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.

## 15. VOTING RIGHTS OF PROPRIETORS

The provisions of this by-law shall take effect subject to section 50A of the Act.

(1) On a show of hands each Proprietor has one vote.

(2) On a poll the Proprietors have the same number of votes as the unit entitlements of their respective Lots.

(3) On a show of hands or on a poll, votes may be given either personally or by a duly appointed proxy.

(4) An instrument appointing a proxy shall be in writing under the hand of the



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appointer or his or her attorney and may be either general or for a particular meeting.

(5) A proxy need not be a Proprietor.

(6) Except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, no Proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his or her Lot have been duly paid and any other monies recoverable under the Act by the Strata Company from him or her at the date of the notice given to Proprietors of the meeting have been duly paid before the commencement of the meeting.

(7) Co-Proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution or a resolution without dissent of Proprietors is required by the Act.

(8) On any poll each co-Proprietor is entitled to such part of the vote applicable to a Lot as is proportionate to his or her interest in the Lot.

(9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the Lot of such of the joint Proprietors as do not vote personally or by individual proxy.

## 16. COMMON SEAL OF THE STRATA COMPANY

*[Deleted on First Consolidation]*

## 17. LOCAL AUTHORITY REQUIREMENTS

*[Moved to Schedule 2 Conduct By-Laws and renumbered 24]*

## 18. AIR-CONDITIONING INSTALLATION, OPERATING AND REPLACEMENT COSTS



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*[Moved to Schedule 2 Conduct By-Laws and renumbered 25]*

## 19. EXCLUSIVE USE RIGHTS OVER COMMON PROPERTY RELATIVE TO AIR-CONDITIONING PLANT AND ANY MACHINERY INSTALLATION

In accordance with section 42(8) of the Act, rights of exclusive use and enjoyment over that volume of Common Property occupied by any air-conditioning plant and machinery (including all ducting, cabling and any ancillary equipment) that services and relates to an individual Lot are granted to the Proprietor of the Lot to which the air-conditioning plant and machinery relate but only for the purpose of providing and maintaining conditioned air to that Lot.

## 20. ACCESS TO ROOF FOR MAINTENANCE OF LOT AND FOR INSTALLATION AND MAINTENANCE OF AIR-CONDITIONING PLANT AND OTHER MACHINERY

(1) A Proprietor shall only have access to the external roof area of any Buildings, subject to sub-bylaw (2) of this by-law, from time to time, for:

(a) the repair, replacement or maintenance of the roof, the pipes or gutters forming part of the Lot, to the extent that such repairs are not the responsibility of the Strata Company under these by-laws; and

(b) the installation, maintenance, repair or replacement of any machinery or any building repair that may be required in respect of any air-conditioning plant or machinery installation that is the responsibility of the Proprietor,

and when undertaking any work, maintenance, repair or replacement under this sub-bylaw, the Proprietor shall only engage the services of qualified and competent tradesmen, use proper and new materials and ensure that the tradesmen engaged comply with all relevant safety regulations and make use of the safety devices available as part of the structure of the Buildings.

(2) In each instance that a Proprietor requires access to the external roof of any Buildings, the Proprietor shall give reasonable notice to that effect to



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the Strata Company or the duly appointed Strata Company Manager specifying:

(a) the reason access is required;

(b) the name of the contractor engaged by the Proprietor to undertake the replacement works;

and the Strata Company or the Strata Company Manager (as the case may be) may approve, on behalf of each Proprietor that may be affected by such access, of the access requested by a Proprietor on such conditions as the Strata Company or the Strata Company Manager thinks fit.

(3) A Proprietor granted access to the external roof of any Buildings under this by- law shall indemnify, and keep indemnified, the Strata Company and/or the duly appointed Strata Company Manager and/or any Proprietor, occupier, tenant or other resident of a Lot against any claim made by any person resulting from any damage caused to the Lot or the property of any Proprietor, occupier, tenant or other resident of a lot in the Scheme, or the death, injury or damage to property suffered by any person granted access to the roof.

(4) For the purposes of sub-bylaw (2) of this by-law, each Proprietor expressly acknowledges and agrees that the Strata Company and the duly appointed Strata Company Manager has his or her authority to permit other Proprietors in the Scheme (by their workmen, agents or contractors) to traverse over the roof area over his or her Lot for the purposes set out in sub-bylaw (1) of this by-law, and the Strata Company and/or the Strata Company Manager shall not be liable for any damage caused by such access for any reason whatsoever.

## 21. CLEANING AND GARDENING

*[Moved to Schedule 2 Conduct By-Laws and renumbered 26]*

## 22. LIMITATIONS ON USE OF LOTS AND LEASING



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*[Moved to Schedule 2 Conduct By-Laws and renumbered 27]*

**23. INSTALLATION OF BARBEQUE ON A LOT**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 28]*

**24. WALL MOUNTED ENTERTAINMENT EQUIPMENT IN A LOT**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 29]*

**25. INSURANCE**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 30]*

**26. FACADES OF THE BUILDING**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 31]*

**27. FUNCTIONS AND DISPLAYS**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 32]*

**28. LOUDSPEAKERS ETC.**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 33]*

**29. STRUCTURES IN COMMON PROPERTY**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 34]*

**30. OBLIGATION TO NOTIFY DEFECTS IN SERVICES**



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*[Moved to Schedule 2 Conduct By-Laws and renumbered 35]*

**31. BLOCKAGE OF DRAINAGE PIPES**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 36]*

**32. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 37]*

**33. CLEANING AND MAINTENANCE OF COMMON PROPERTY AND COMMON SERVICES**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 38]*

**34. MAINTENANCE OF COMMON SERVICES WITHIN A LOT**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 39]*

**35. ACCESS OVER A LOT BY THE STRATA COMPANY OR ITS AGENTS**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 40]*

**36. COMMON PROPERTY LIGHTING**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 41]*

**37. INSTRUCTING OF CONTRACTORS BY PROPRIETORS AND OTHERS**

*[Moved to Schedule 2 Conduct By-Laws and renumbered 42]*

**38. RECREATIONAL AND COMMON FACILITIES**



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*[Moved to Schedule 2 Conduct By-Laws and renumbered 43]*

## 39. RULES AND REGULATIONS

*[Moved to Schedule 2 Conduct By-Laws and renumbered 44]*

## 40. DISPUTE RESOLUTION

*[Moved to Schedule 2 Conduct By-Laws and renumbered 45]*

## 41. EASEMENTS AND ENCUMBRANCES OVER COMMON PROPERTY

*[Moved to Schedule 2 Conduct By-Laws and renumbered 46]*

## 42. PENALTY FOR BREACH OF BY-LAWS

Unless otherwise expressly provided to the contrary in any by-law, any person who breaches any by-laws comprising Schedule 1 or Schedule 2 is, subject to section 42A(2) of the Act, liable to pay a penalty of $500.00 or such other amount as is prescribed by the Act from time to time.

## 43. AMENDMENTS TO SCHEDULE 1 BY-LAWS OF THE STRATA COMPANY

*[Deleted on First Consolidation]*

## 44. AMENDMENTS TO SCHEDULE 2 BY-LAWS OF THE STRATA COMPANY

*[Deleted on First Consolidation]*

## 45. FINANCIAL YEAR BY-LAW

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and in the absence of such resolution, the financial year shall be a



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period of 12 months ending on **30 November**.

## Schedule 2 - Conduct By-Laws

### 1. FLOOR COVERINGS

A Proprietor of a Lot shall ensure that all floor space within the Lot (other than that comprising kitchen, laundry, lavatory or bathroom areas) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Proprietor, occupier, tenant or other resident of another Lot.

### 2. BEHAVIOUR OF PROPRIETORS, OCCUPIERS AND TENANTS WITHIN THE SCHEME

Without limiting or otherwise affecting by-laws 2(3), 22 or 38 of Schedule 1, a Proprietor, occupier, tenant or other resident of a Lot shall not:

(a) use any Lot or part of the Common Property for any purpose which may be a breach of any Strata Company by-law applying to the Scheme, any Local Government Authority regulation or by-law, or a regulation or by-law of any other Relevant Authority;

(b) use the Lot that he or she owns, occupies, leases or rents for any purpose that may be illegal or immoral or injurious to the reputation of the Scheme;

(c) use any part of the Common Property for any purpose which may be unclean;

(d) obstruct lawful use of Common Property by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances exists, access roads, pathways, of any Lot or any part of the Common Property to any person lawfully using the same;

(e) park or stand any motor or other vehicle upon Common Property, except with the approval of the Strata Company or the duly appointed Strata Company Manager;



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(f) use any part of the Common Property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle other than within those areas set aside for such use as may be allocated from time to time by the Strata Company or the duly appointed Strata Company Manager;

(g) use any garage, trailer, camper, motor home or recreational vehicle as a temporary or permanent residence within the Scheme;

(h) 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, Lot, any part of the Common Property or any part of the Scheme;

(i) use any facility or utility situated with Common Property other than that for which it is specifically intended;

(j) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Proprietor, occupier, tenant or other resident of another Lot or of any person lawfully using the Common Property;

(k) make undue noise in or about any Lot or Common Property that disturbs any other person or that contravenes any regulation, by-law or statute of the Local Government Authority or any other regulation, by-law or statute of any Relevant Authority;

(l) keep any animals on the Lot that he or she owns, occupies, leases or rents or the Common Property after notice in that regard has been given to him or her by the Council or the duly appointed Strata Company Manager;

*(m) [Deleted on First Consolidation]*

(n) use language or behave in a manner likely to cause offence or embarrassment to the Proprietor, occupier, tenant or other resident or another Lot or to any person using Common Property;



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(o) be inadequately clothed when upon Common Property;

(p) ride bicycles, skateboards or rollerblades or like equipment on any portion of the Common Property;

(q) be or remain upon the Common Property when intoxicated;

(r) subject to by-laws 23 of Schedule 1 and by-law 6 of this Schedule 2, use or store on the Lot or upon the Common Property any inflammable chemicals, liquids or gas or other inflammable material, other than in a fuel tank of a motor vehicle or internal combustion engine; or.

(s) alter the structure of the Lot or gas, electrical, water or sewerage installation except as may be permitted and provided for under the Act and these by-laws, before commencement of the alteration.

## 3. CONTROL OF PESTS AND VERMIN

A Proprietor, occupier, tenant or other resident of a Lot shall take all proper precautions to keep his or her Lot free of rodents, vermin, insects, pests, birds and animals and in the event of failing to do so, if so required, the Strata Company or the duly appointed Strata Company Manager will, but at the cost of the Proprietor, employ from time to time or periodically, pest exterminators for that purpose.

## 4. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

Except with the approval of the Strata Company or the duly appointed Strata Company Manager, a Proprietor, occupier, tenant or other resident of a Lot shall not:

(a) damage any lawn, garden, tree, shrub, plant or flower upon Common Property; or

(b) use any portion of the Common Property for his or her own purposes as a garden or otherwise.

## 5. DRYING OF LAUNDRY ITEMS OR DISPLAY OF SIGNS AND PLACARDS



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Except with the approval of the Strata Company or the duly appointed Strata Company Manager, a Proprietor, occupier, tenant or other resident of a Lot shall not:

(a) hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way as to be visible from outside the Building, other than for a reasonable period on any lines or apparatus provided by the Strata Company for the purpose; or

(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot in such a way as to be visible from outside the Building or on any part of the Common Property.

## 6. STORAGE OF INFLAMMABLE LIQUIDS ETC.

(1) Without limiting by-law 23 of Schedule 1, a Proprietor, occupier, tenant or other resident of a Lot shall not, except with the approval in writing of the Strata Company or the duly appointed Strata Company Manager, use or store upon the Lot or upon the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes and then only in such quantities as reasonably necessary for those purposes.

(2) This by-law is without prejudice to the Proprietor's and the Strata Company's respective rights and obligations under sections 54A and 55A of the Act.

## 7. ALTERATIONS TO LOT

(1) A Proprietor shall not commence any structural alterations, building or associated works of any kind to his or her Lot before he or she has:

(a) obtained all the necessary approvals and permits from or of the Local Government Authority and each other Relevant Authority;

(b) obtained the consent of the Strata Company if the structural alterations are prescribed improvements within the meaning of section 7 of the



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Act;

(c) given to the Strata Company at least 14 days' written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government Authority and each other Relevant Authority pursuant paragraph (a) of this sub-bylaw (1); and

(d) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company in connection with 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 endorsed with duty at the cost of the Proprietor.

(2) In causing or allowing any structural alterations, building or associated works of any kind to be carried out on his or her Lot, a Proprietor shall ensure:

(a) that he or she only engages qualified and competent tradesmen;

(b) that only proper and new materials are used;

(c) that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;

(d) that no refuse, rubbish, trash or building materials are stored on or within any part of the Common Property;

(e) that no security door or gate within the Scheme remains open while the works are being carried out;

(f) that any Common Property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;



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(g) that access to or egress from the Proprietor's Lot by all tradesman bringing materials to the Lot for the purpose of carrying out the works is pre- arranged with or through the Strata Company Manager;

(h) that no noxious or offensive activity shall be carried on upon his or her Lot between the hours of 5:00pm and 8:30am nor shall anything be done on his or her Lot which may be or may become an annoyance or nuisance to the Proprietor of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours specified earlier in this paragraph (h); and

(i) that so far as possible all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the Lot.

## 8. ALTERATIONS TO COMMON PROPERTY

The facilities, amenities, Services and Common Property included in the construction plans and building specification approved by the Local Government Authority and each Relevant Authority (as required) will not be changed or altered in a manner so as to delete any item aforesaid from the Scheme without a majority resolution and the Strata Company will ensure that all such facilities, amenities, Services and Common Property are properly maintained and where necessary replaced should their proper function be beyond repair.

## 9. DAMAGE TO COMMON PROPERTY

Should any damage whatsoever be caused to any part of the Common Property by any Proprietor, its tenants, servants, agents, invitees, licensees or contractors then that Proprietor shall be solely responsible for the costs of making good such damage. For the avoidance of doubt the Strata Company shall engage qualified tradesmen to make good any such damage, and the relevant Proprietor shall pay upon demand the costs so incurred.



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## 10. MOVING FURNITURE ETC. ON OR THROUGH COMMON PROPERTY

A Proprietor, occupier, tenant or other resident of a Lot shall not transport any furniture or large object through or upon Common Property unless he or she has first given to the Council or the duly appointed Strata Company Manager not less than 48 hours' notice of his or her intention to do so to enable the Council or the Strata Company Manager (as the case may be) to:

(a) arrange for proper precautions to be put in place to minimise potential damage to the Common Property, including but not limited to any lifts; and/or

(b) arrange for its nominee to be present at the time when any such furniture or large object is to be so transported.

## 11. GARBAGE DISPOSAL

A Proprietor, occupier, tenant or other resident of a Lot:

(a) shall maintain within his Lot, or on such part of the Common Property as may be authorised by the Strata Company or the duly appointed Strata Company Manager, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all Local Government Authority by-laws and ordinances relating to the disposal of garbage; and

(c) ensure that the health, hygiene and comfort of the Proprietor, occupier, tenant or other resident of any other Lot is not adversely affected by his or her disposal of garbage.

## 12. APPEARANCE OF LOT

Subject to any contrary provisions in the by-laws, a Proprietor, occupier, tenant or other resident of a Lot shall not, without the written consent of the Strata Company or the duly appointed Strata Company Manager, maintain within the Lot anything visible from outside the Lot (including any window treatments) that, viewed from outside the Lot, is not in keeping with the rest of the Buildings or



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the Scheme.

## 13. MAINTENANCE OF SERVICES AND PARTS OF THE BUILDINGS CONTAINED WITHIN A LOT

The cost of maintenance, repair or replacement of any part of the Buildings, sewerage plumbing, water supply pipes, gas piping, electrical supply wiring and any other service supply contained within the boundaries of the individual Lot, beyond any common supply connection point contained within the Parcel, shall be the sole responsibility of the Proprietor of the Lot to which such maintenance, repair or replacement is required, unless specified to the contrary in these by-laws. When undertaking any work, maintenance, repair or replacement under this by-law, the Proprietor shall only engage the services of qualified and competent tradesmen and use proper and new materials.

## 14. STRATA CONTRIBUTIONS

(1) As provided in section 36 of the Act, the Council may determine amounts to be raised for the administrative expenses fund and the reserve fund and levy the Proprietors either:

(a) in proportion to the unit entitlement of their respective Lots; or

(b) in any other manner permitted under these by-laws and the Act from time to time.

(2) The Council may raise contributions levied by the Strata Company pursuant to Section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:

(a) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular Lots as reasonably determined by the Council or the Strata Company Manager; and

(b) the amount levied by the Strata Company for the control, repair and management of those areas, plant and equipment is apportioned



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between those Lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those Lots bears to the total unit entitlements for all of those Lots.

## 15. VEHICLE PARKING

(1) A Proprietor, occupier, tenant or other resident of a Lot must not:

(a) park or permit or allow to be parked any motor vehicle in a car parking bay that forms part of another Lot;

(b) obstruct or permit the obstruction in any way by any vehicle or howsoever of any car parking bay forming part of another Lot or any access ways leading thereto or therefrom; or

(c) conduct repairs on or restoration to any motor vehicle, on any portion of the Common Property.

(2) In accordance with section 42A of the Act, if a Proprietor, occupier, tenant or other resident of a Lot contravenes sub-bylaw (1) of this by-law, the Proprietor of the relevant Lot must subject to the Act pay to Strata Company or the Strata Company Manager on demand for each day or part thereof during which any such contravention occurs an amount equal to $100.00.

## 16. TELEVISION ANTENNAS AND AERIALS

A Proprietor, occupier, tenant or other resident shall not erect any television antenna, receiving aerial or transmitting device within or about any lot without obtaining the prior written consent or the Council or the duly appointed Strata Company Manager, which consent shall not be unreasonably withheld.

## 17. SECURITY

(1) A Proprietor, occupier, tenant or other resident shall not do or permit to be done anything that may prejudice the security or safety of the Building



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or the Common Property. Without limiting the generality of the foregoing, all fire and security doors and gates must be kept locked or secured in an operational state when not in immediate use.

(2) A Proprietor, occupier, tenant or other resident acknowledges and agrees that particular parts of the Scheme will have restricted access and will not be accessible by all Proprietors, occupiers, tenants or other residents as reasonably determined by the Strata Company. Without limitation, the Strata Company may restrict access to a portion of the Building to only such Proprietors, occupiers, tenants or other residents whom shall reside in a Lot that is within that portion of the Building.

(3) In furtherance of sub-bylaw (2) of this by-law, the Strata Company may restrict access to any part or parts of the Buildings or the Scheme by means of a proximity card reader system or security key system **(Security Access Devices)** for the purposes of securing the Buildings and the Common Property from intruders and to preserve the safety of the Buildings from fire and other hazards.

(4) The Strata Company shall provide to each Proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a Proprietor to operate the Security Access Devices and to gain access to such restricted areas in the Buildings which that Proprietor is permitted by the Strata Company to access.

(5) The Strata Company may charge a reasonable fee for any additional Security Access Devices required by a Proprietor.

(6) A Proprietor is responsible in making available Security Access Devices to any occupier, tenant or other resident of his or her Lot and must take all reasonable steps to ensure that any person provided with Security Access Devices complies with this by-law.

(7) No Proprietor or person in possession of Security Access Devices may duplicate them or permit them to be duplicated and must take all reasonable steps to prevent their loss, theft, damage or transfer.



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(8) A Proprietor, occupier, tenant or other resident of a Lot must immediately notify the Strata Company or the duly appointed Strata Company Manager if any Security Access Device is lost, stolen, damaged or destroyed.

(9) A Proprietor, occupier, tenant or other resident of a Lot and each of their respective visitors or invitees must not:

(i) interfere with any safety equipment;

(ii) access or attempt to access any part of the Buildings or Scheme for which they have not been provided with Security Access Devices;

(iii) obstruct any fire escape or fire stair well; or

(iv) use and fire safety equipment except in the case of an emergency and then in accordance with the purpose for which it is designed.

(10) A Proprietor, occupier, tenant or other resident of a Lot acknowledges and agrees that the Strata Company may install closed circuit television systems **(CCTV)** or other video and/or audio recording systems **(Security Recording Devices)** to monitor the use of the Common Property, the Recreational Facilities and the common facilities, and that the Security Recording Devices may be used for the purposes of determining whether any person has contravened any by- laws or any other law or regulation, and that the images or audio recordings made by the Security Recording Devices may be used as evidence in enforcing the by-laws or any other law or regulation but for no other purpose.

## 18. ALARM SYSTEMS

A Proprietor, occupier, tenant or other resident of a Lot must not install or cause to be installed a security alarm system which has an audible alarm but is permitted to install a monitored (back to base) security system {without an audible alarm).

## 19. ENGAGEMENT OF STRATA COMPANY MANAGER



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(1) The Council shall, from time to time, engage the services of a suitably qualified and professional strata company manager for the purposes of administering the affairs of the Strata Company in respect to any or all of the responsibilities and obligations of the Strata Company as contained in sections 35 and 36(1) of the Act and to also perform any or all of those other duties of the Strata Company as contained in section 36(2) of the Act together with exercising any or all of the powers of the Strata Company in accordance with sections 37, 38, 39 and 43 of the Act and Schedule 1 by-law 10(1)(b), as may be required from time to time, and the Strata Company shall enter into an agreement with a Strata Company Manager for these purposes. The agreement shall set out the extent of the responsibilities, obligations, duties or powers to be imposed upon and delegated to the Strata Company Manager.

(2) Without limiting the generality of sub-bylaw (1) of this by-law, where the Strata Company Management Agreement so provides, the Strata Company Manager may:

(a) perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the Strata Company and the Council or such of those powers, authorities, duties and functions as may be specified in the Strata Company Management Agreement; and

(b) sub-delegate all or any of the powers, authorities, duties and functions conferred upon the Strata Company Manager by the Strata Company Management Agreement to a person whom the Strata Company Manager considers is properly qualified in the management and operation of properties similar to the Buildings.

## 20. VARIATION OF THE STRATA COMPANY MANAGEMENT AGREEMENT

The terms, conditions, delegation or responsibilities of the duties and powers of the Strata Company contained within the Strata Company Management Agreement, specified in by-law 19 of this Schedule 2, may only be varied (subject to any power of variation contained within the agreement itself) by a majority resolution of the Strata Company, an order of the State Administrative Tribunal or the Supreme Court, as provided for in the Act.



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## 21. TERMINATION OF STRATA COMPANY MANAGER

The Council may terminate an agreement with a Strata Company Manager upon and in accordance with the terms of the relevant Strata Company Management Agreement and must have prior to any such resolution to terminate such agreement have resolved to enter into a further agreement with another Strata Company Manager that shall contain the same terms, conditions, delegation of responsibilities, duties and powers of the Strata Company as were contained in the previous Strata Company Management Agreement (save and except as to the fees payable to the Strata Company Manager), unless varied in accordance with by-law 20 of this Schedule 2.

## 22. FAIR GO FOR USE OF INDIGENOUS CONTRACTORS

The Council or the duly appointed Strata Company Manager shall, whenever it is required under these by-laws to employ, or procure the employment of, the services of a contractor in connection with any cleaning, maintaining, landscaping or pest control of any part of the Common Property or any facilities in the Common Property, give an equal and fair opportunity to indigenous contractors to bid for the relevant work.

## 23. LEGAL COSTS

A Proprietor of a Lot must pay on demand to the Strata Company all legal costs on a full indemnity basis which the Strata Company pays, incurs or expends in connection with any default by the Proprietor, occupier, tenant or other resident of that Lot in the due and proper performance or observance of any by-laws (including but not limited to, recovery of Strata Company levy contributions).

## 24. LOCAL AUTHORITY REQUIREMENTS

No Proprietor shall, or shall suffer or permit, any part of the Buildings or any other part of the Parcel to be used in a manner that contravenes any requirements of any Relevant Authority or the Local Government Authority or any legislation that may impose controls over the use of Lots and Common Property contained within the Scheme.



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## 25. AIR-CONDITIONING INSTALLATION, OPERATING AND REPLACEMENT COSTS

(1) No Proprietor or other occupier shall install any air-conditioning plant or machinery within any Lot so that part of that plant or machinery projects into the Common Property or install it on the roof of the Buildings without obtaining the prior written approval for such installation from the Council or the duly appointed Strata Company Manager.

(2) All air-conditioning plant and machinery (including all ducting) which services a particular Lot shall belong to and be the responsibility of the Proprietor of that Lot.

(3) Notwithstanding anything to the contrary, the costs of the maintenance, operating, insurance, repair and replacement of the individual air-conditioning plant contained within the Buildings (including all ducting and other ancillary equipment) shall be the responsibility of the Proprietor of the Lot to which the air-conditioning plant relates. When undertaking any work, maintenance, repair or replacement under this sub-law, the Proprietor shall only engage the services of qualified and competent tradesmen and use proper and new materials.

(4) Any costs of any repairs or replacements to any part of the Common Property (including the costs of any removal of old ducting or other air-conditioning plant) that may become necessary due to the operation, repair, maintenance or replacement of any air-conditioning plant for which a Proprietor is responsible shall be the responsibility of the Proprietor and shall be effected at the cost of that Proprietor to the satisfaction of the duly appointed Strata Company Manager or the Council as the case may be.

## 26. CLEANING AND GARDENING

(1) Without limiting the terms of any other by-law, the Strata Company or the duly appointed Strata Company Manager shall at all times employ, or procure the employment of, the services of a contractor for the purposes of maintaining the general cleanliness of the grounds of the Parcel and the



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Common Property, and for the upkeep of the gardens on the Parcel (if any) (other than a garden of the type referred to in sub-bylaw (2) of this by-law).

(2) Where a portion of a Lot is designated as "CY" or "Courtyard" on the Strata Plan, and within that courtyard portion there is established a garden, then the Proprietor, occupier, tenant or other resident of that Lot is responsible for the upkeep of the gardens on that portion of his or her Lot.

## 27. LIMITATIONS ON USE OF LOTS AND LEASING

(1) General

No Lot may be used for any purpose that contravenes any by-law of the Strata Company or requirement or by-law of the Local Government Authority and any other Relevant Authority that may have jurisdiction over the use to which a Lot may be put.

(2) Limitations on Use

(a) Subject to paragraphs (b), (c), (d), (e) and (f) of this sub-bylaw (2), a Lot may only be used as a residential dwelling and shall not be permitted to be used for any unlawful use.

(b) Notwithstanding paragraph (a) of this sub-bylaw (2), a Proprietor, occupier, tenant or other resident of a Lot may conduct business from his or her Lot provided that:

(i) customers of the business are not invited to visit the Lot for the purpose of conducting the business;

(ii) the conduct of the business from the Lot does not breach sub-bylaw (1) of this by-law;

(iii) the conduct of the business does not cause any inconvenience to the Proprietors, occupiers, tenants or other residents of other Lots: and



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(iv) the business does not involve the manufacture, storage or vending of goods.

(c) A part of a Lot that is designated as "SR" or "Storeroom" on the Strata Plan may only be used for storage and for no other purpose.

(d) A part of a Lot that is designated as "CB" or "Carbay" on the Strata Plan:

(i) must not have erected on it any form of structure within or on the boundary of it which may prevent access to any other carbay adjacent to it;

(ii) may only be used for the parking of motor vehicles that can be parked within the relevant area without unreasonably interfering with the use of any other carbay adjacent to it;

(iii) may not be used for the repairing, servicing, restoration or washing of any motor vehicle or marine craft: and

(iv) may not, except with the prior approval of the Council or the duly appointed Strata Company Manager, be used for the parking or storage of any marine craft and then only if the parking or storage of any such marine craft does not unreasonably interfere with the use of any other carbay adjacent to it,

and each user of a carbay shall:

(v) keep the carbay clean and in a safe condition at all times, and free from oil, lubricants and other spillages;

(vi) not obliterate or damage any of the markings indicating the boundaries of each carbay; and

(vii) indemnify and keep indemnified, the Strata Company and/or the duly appointed Strata Company Manager and/or any Proprietor, occupier, tenant or other resident of a Lot or any other visitor to the Parcel against any claim made by any person resulting from any



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damage to property or injury or death caused by that user's use of a carbay or the state in which the user has left the carbay.

(e) A Proprietor, occupier, tenant or other resident of part of a Lot that is designated as "CY", "Courtyard", "B" or "Balcony" on the Strata Plan must:

(i) only use the courtyard or balcony for uses reasonably envisaged for the quiet enjoyment of the courtyard or balcony and the placement of outdoor furniture settings, a gas or electric barbeque, pot plants and similar items;

(ii) not use the courtyard or balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques); and

(iii) permit the Strata Company Manager to inspect the courtyard or balcony from time to time to ensure that the requirements of this paragraph (e) are being complied with.

(f) Notwithstanding paragraph (a) of this sub-bylaw (2), the Original Proprietor may use any Lot owned by the Original Proprietor for the purposes of display to prospective buyers or tenants of that or other Lots within the Scheme.

(3) Granting of Occupancy/Use Rights

(g) In granting any rights of occupation or use of the whole or part of a Lot to any person (whether as a tenant, licensee or invitee), a Proprietor of the Lot must:

(i) provide, or must cause to be provided, to any such person, a full copy of the by-laws and a copy of all current rules as made under by- laws 38 and 39 of this Schedule 1 **(Rules)** at the commencement of the occupation or use;

(ii) ensure that each such person covenants and agrees in writing



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to comply with the by-laws and the Rules; and

(iii) ensure that it has the right in writing to terminate each such person's rights to occupy or use the Lot (or the relevant part of the Lot) and therefore access the Parcel and the relevant Lot if that person persistently contravenes the by-laws and the Rules.

(h) Without limiting paragraph (a) of this sub-bylaw (3), a Proprietor may not grant any rights of occupation or use of that part of the Proprietor's Lot that:

(i) is designated as "SR" or "Storeroom" on the Strata Plan; or

(ii) is designated as "CB" or "Carbay" on the Strata Plan,

unless to another Proprietor, occupier, tenant or other resident of another Lot.

(i) In accordance with section 42A of the Act, if a Proprietor, contravenes this sub-bylaw, the Proprietor of the relevant Lot must subject to the Act pay to Strata Company or the Strata Company Manager on demand an amount equal to $500.00 in connection with each contravention.

## 28. INSTALLATION OF BARBEQUE ON A LOT

Unless a barbeque has already been constructed on a Lot (including the installation of a gas connection point for the purposes of connection to a barbeque) prior to the registration of the Strata Plan, a Proprietor, occupier, tenant or other resident of a Lot must not install or permit to be installed on his or her Lot a built-in barbeque or a barbeque gas connection point, other than with the prior written consent of the Strata Company. A Proprietor, occupier, tenant or other resident of a Lot may however use a portable barbeque that is not attached to or installed on the Lot.

## 29. WALL MOUNTED ENTERTAINMENT EQUIPMENT IN A LOT

If a Proprietor, occupier, tenant or other resident of a Lot installs:



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(a) a plasma, LCD or other television panel or screen **(Television Screen);** and/or

(b) a surround sound or home theatre system which includes a speaker system **(Audio Equipment)**,

on a wall which is immediately adjacent to another Lot, that Proprietor, occupier, tenant or other resident must ensure that the Television Screen or Audio Equipment is mounted or installed taking into account the acoustic integrity of the Lot so that noise is not transmitted from one Lot to another in a manner:

(c) which causes disturbance; or

(d) which may interfere with the peace, quiet and comfort of any other Proprietor, occupier, tenant or resident of a Lot.

**30. INSURANCE**

(1) The Strata Company shall:

(a) insure and keep insured to their respective "replacement value" (as that phrase is defined in section 53 of the Act), all Buildings and parts of Buildings whether part of the Common Property or part of a Lot, all structures, all Services to Lots, including any machinery that forms part of the Common Property and the Common Property;

(b) effect and maintain insurance in respect to damage to property, death or bodily injury for which Proprietors of Lots in the Scheme could become liable in damages in such amount as prescribed under the Act;

(c) in respect to any employees or contractors engaged by the Strata Company, effect and maintain insurance against liability to pay compensation under any applicable workers compensation and rehabilitation legislation;



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(d) effect and maintain insurance in respect to office bearers liability;

(e) effect and maintain fusion cover on electric motors that form part of the Common Property; and

(f) insure against such other risks that the Strata Company from time to time may determine.

(2) Without limiting the Proprietor's obligations under sections 54A or 55A of the Act, a Proprietor, occupier, tenant or other resident of a Lot shall be liable for any insurance excess costs that may result from a claim for malicious damage to the Common Property that abuts his or her Lot.

(3) The Proprietor, tenant, occupier or other resident of a Lot (as the case may be) acknowledges that save for any negligence in the maintenance of the Common Property on the part of the Strata Company, the Buildings may not be secure from the ingress of wind, water or debris during storms (including cyclones) and tempests, and that neither the Strata Company (nor, to the extent permitted by-law, the Original Proprietor) shall be liable in any way whatsoever for any damage caused to any property, fixtures or fittings (including floor coverings) within the Lot during any such storms, cyclones or tempests.

## 31. FACADES OF THE BUILDING

(1) Each Proprietor, occupier, tenant or other resident of a Lot acknowledges that the boundaries of the Lots or parts of Lots which are Buildings are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceilings, and hence the parts of the Buildings that are not part of the Lots comprise Common Property, including the external boundary walls (and any voids), the floor slab and the ceiling voids.

(2) Each Proprietor, occupier, tenant or other resident of a Lot acknowledges and agrees that:

(a) he or she is not entitled to and shall not, without the prior written consent



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of the Strata Company or the duly appointed Strata Company Manager, modify, alter or erect, or carry out works to the facade of the Building or to the roof or gutters of the Building adjacent to his or her Lot;

(b) the Strata Company, by its workmen or agents, is entitled at all times to carry out such renovation or refurbishment works to the facades of the Building (which works shall include, but not be limited to, painting the facades from time to time) as the Strata Company or the duly appointed Strata Company Manager thinks fit;

(c) the Strata Company, by its workmen or agents, is entitled to carry out such maintenance and repair of the roof and gutters of the Building as the Strata Company or the duly appointed Strata Company Manager thinks fit; and

(d) the Strata Company may levy contributions against the Lots in proportion to their unit entitlements to fund the repair, maintenance and refurbishment (as the case may be) of the facades, roof and gutters of the Building.

(3) For the purposes of sub-bylaw (2)(b) and (2)(c) of this by-law, each Proprietor, occupier, tenant or other resident of a Lot hereby irrevocably authorises the Strata Company, by its workmen or agents, to have reasonable access to and over his or her Lot.

**32. FUNCTIONS AND DISPLAYS**

Notwithstanding anything to the contrary, the Council or the duly appointed Strata Company Manager may permit any person or organisation to hold any function or exhibition or display and sell any merchandise in any part or parts of the Common Property at such times and upon such terms and conditions as the Council or the duly appointed Strata Company Manager in its absolute discretion thinks fit.

**33. LOUDSPEAKERS ETC.**

The Proprietor. occupier, tenant or other resident of a Lot shall not place or operate, or permit to be placed or operated, any radio, television, receiver, loud speaker, amplifier



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or other similar device in any part of the Common Property or in any place from where the same may be heard in any part of the Scheme (other than in his or her Lot) without the prior written consent of the Council or the duly appointed Strata Company Manager. The Council or the Strata Company Manager may grant or refuse consent in their absolute discretion, which consent may be granted subject to conditions, and, if given, such consent may be withdrawn at any time without compensation to the Proprietor, occupier, tenant or other resident of the Lot.

## 34. STRUCTURES IN COMMON PROPERTY

The Strata Company may erect, remove and re-erect structures in any part of the Common Property and may grant to any person the exclusive licence of all or any part thereof for such purposes, periods and upon such terms and conditions as the Strata Company or the duly appointed Strata Company Manager in its absolute discretion thinks fit provided that no such structure shall be erected that will materially affect the use or amenity of the Common Property or the access to or the visibility of any Lot.

## 35. OBLIGATION TO NOTIFY DEFECTS IN SERVICES

(1) A Proprietor, occupier, tenant or other resident of a Lot shall give the Strata Company or the duly appointed Strata Company Manager prompt notice of any accident to or defect in:

(a) the water pipes, gas pipes, electrical installations, cabling or fixtures; or

(b) the supply of sewer, water, gas, electricity, telephone, data or other Services;

which are situated:

(c) in his or her Lot; or

(d) within the Common Property,



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and which comes to his or her knowledge and the Strata Company or the duly appointed Strata Company Manager shall have authority to enter upon any Lot by its agents or servants, in the circumstances having regard to the urgency involved, to carry out such repairs and renovations as it deems necessary for the safety and preservation of the Buildings and the Services.

(2) If the Strata Company expends money to make good damage caused by a breach of the Act or the by-laws by any Proprietor or his or her tenants, servants, agents, invitees or licensees, the Strata Company shall be entitled to recover the amount expended as a debt in an action in any court of competent jurisdiction from the person who was the Proprietor of the Lot at the time when the breach occurred.

## 36. BLOCKAGE OF DRAINAGE PIPES

(1) The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they are constructed and no sweepings, rubbish, paints, toxic materials or other unsuitable substances shall be deposited therein.

(2) Any damage or blockage resulting to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Proprietor whether the same is caused by their own actions or those of their tenants, servants, agents, invitees or licensees.

## 37. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY

(1) The Proprietor or occupier of a Lot will be liable for the repair and replacement of any part of the Common Property, any part of another Lot or any of the contents of another Lot that has been damaged by water leakage from his or her Lot but only to the extent that that water leakage was caused or materially contributed to by any act, omission or neglect of such Proprietor or any of his or her agents, servants, tenants, licensees or invitees.

(2) Should any leakage, seepage or transference of any water or liquid from the wet areas of a Lot or Lots to another Lot or Lots, any part of the Common



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Property or the Buildings occur, the Strata Company shall give notice, in writing, to the Proprietor of the Lot or Lots from which the leakage, seepage or transference originates to rectify such leakage, seepage or transference. When undertaking any rectification works under this sub-bylaw, the Proprietor shall only engage the services of qualified and competent tradesmen and use proper and new materials.

(3) Should the Proprietor of the offending Lot or Lots not, within a time specified by the Strata Company or the duly appointed Strata Company Manager for the rectification to be carried out, carry out such works as may be required then the Strata Company may in accordance with section 38 and 39 of the Act employ whatever means may be necessary to rectify such leakage, seepage or transference.

(4) Should the Strata Company or the duly appointed Strata Company Manager take action in accordance with sub-bylaw (3) of this by-law then any and all costs incurred by or on behalf of the Strata Company in rectifying such leakage, seepage or transference shall be payable by the Proprietor of the offending Lot or Lots to the Strata Company and may be recovered by the Strata Company in accordance with section 38 of the Act.

(5) Should any leakage, seepage or transference of water or liquid be found due to a fault or defect in any part of the Common Property then this by-law will have no effect other than to those powers conferred on the Strata Company pursuant to sections 38 and 39 of the Act.

## 38. CLEANING AND MAINTENANCE OF COMMON PROPERTY AND COMMON SERVICES

(1) Without limiting by-laws 21, 26 and 29 of this Schedule 1, the Strata Company shall be responsible for the maintenance, repair, replacement and cleaning of all Buildings, structures, utilities and other Services or improvements forming part of or located within the Common Property including, but not limited to, the vehicle access ways, thoroughfares, parking areas, stairways, gardens and landscaping, sewerage systems, drainage systems, water services, electrical wiring and switch systems, communication wiring and equipment and Common Property lighting.



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(2) The Council may on behalf of the Strata Company employ one or more caretakers and others in connection with the exercise and performance of the Strata Company's obligations under this by-law.

## 39. MAINTENANCE OF COMMON SERVICES WITHIN A LOT

Whilst it is the responsibility of the Proprietors of the individual Lots to maintain all Buildings and Services contained within the boundaries of the individual Lot to which they relate (insofar as is not inconsistent with any express provision of these by-laws to the contrary) this responsibility will not apply to any common services that may be contained within the boundaries of the Lot that are subject to section 11 of the Act, as amended, and in this regard sections 38 and 39 of the Act, as amended, shall apply.

## 40. ACCESS OVER A LOT BY THE STRATA COMPANY OR ITS AGENTS

Without limiting the generality of any other provision of these by-laws, where and to the extent that the Strata Company or the duly appointed Strata Company Manager resolves that access is reasonably necessary or desirable, the Proprietor, occupier, tenant or other resident of a Lot shall permit the Strata Company and its servants, agents and contractors and invitees with all necessary plant and equipment to have access through his *or* her Lot in order to obtain reasonable access to any part of the Common Property.

## 41. COMMON PROPERTY LIGHTING

The Proprietor of each lot acknowledges that he or she will be liable to pay by levy for all Common Property lighting expenses, including electricity, repairs and replacements in the proportion that the individual unit entitlement of each Lot bears in ratio to the aggregate unit entitlement of the Scheme.

## 42. INSTRUCTING OF CONTRACTORS BY PROPRIETORS AND OTHERS

(1) No Proprietor, occupier, tenant or other resident of a Lot may directly instruct any contractors or workmen employed by the Strata Company or the duly



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appointed Strata Company Manager unless authorised by the Strata Company or the Strata Company Manager.

(2) Any Proprietor, occupier, tenant or other resident instructing any contractor or workmen without authorisation from the Strata Company or the duly appointed Strata Company Manager shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work which the Strata Company or the duly appointed Strata Company Manager deems unsatisfactory.

## 43. RECREATIONAL AND COMMON FACILITIES

(1) Definitions

In the by-laws, the following additional definitions apply:

**Adult Resident** means a Resident over the age of eighteen (18) years;

**Child** means any person under the age of eighteen (18) years who on that day occupies a Unit;

**Gymnasium** means that part of the Common Property established for use as a gymnasium by the Strata Company from time to time;

**Pool Area** means that part of the Common Property established for use as a swimming pool area by the Strata Company from time to time;

**Recreational Facilities Rules** means any rules made by the Council under this by-law 38 or under by-law 39 of this Schedule 1 and that apply to the use of the Recreational Facilities generally or in connection with any specific Recreational Facility in particular;

**Resident** means every person who on that day occupies a Unit, and includes any Child;

**Unit** means:



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(a) in relation to a Resident, the unit (forming part of a Lot) which that Resident occupies as a residential dwelling; and

(b) in relation to a Visitor, means the unit (forming part of a Lot) of the Resident to which the Visitor relates to occupies; and

**Visitor** means any person (excluding Residents) who is invited to a Unit by the Resident of that Unit or a person who has the express or implied consent of a Resident to be in that Resident's Unit.

(2) Making of Rules

(a) This sub-bylaw does not limit by-law 39 of this Schedule 1.

(b) The Council may make rules regarding the use of the Recreational Facilities.

(c) A Proprietor, occupier, tenant or other resident of a Lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the Proprietor, occupier, tenant or other resident, must at all times comply with the rules made from time to time by the Council in relation to the Recreational Facilities.

(3) General Rules applicable to all Recreational Facilities

Unless subsequently repealed, modified or added to by the Council, the general rules in this sub-bylaw (3) shall apply to the use of all Recreational Facilities.

(a) The Recreational Facilities may only be used by:

(i) a Resident or Visitor; or



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(ii) the Strata Company Manager, the relevant Asset Manager, or any person authorised to enter to the relevant Recreational Facility by the Strata Company Manager or relevant Asset Manager.

(b) No Resident or Visitor may enter the Pool Area or the Gymnasium (as the case may be) unless that person is an Adult Resident or is accompanied by at least one Adult Resident related to the user.

(c) Unless the prior approval of the Strata Company or the duly appointed Strata Company Manager is first obtained in connection with any particular event or use, in respect of each Unit, no more than four (4) Visitors may be in the Pool Area or the Gymnasium (as the case may be) at any one time and a Visitor must be accompanied by at least one Adult Resident related to the Visitor.

(d) Glass objects, drinking glasses and sharp objects are not permitted in or about the Pool Area or the Gymnasium.

(e) Unless using specific equipment installed in the Recreational Facility for that purpose, running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities.

(f) All users must be appropriately attired whilst using the Recreational Facilities, and no nude bathing is permitted.

(g) All users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse.

(h) In connection with any barbeques forming part of the Recreational Facilities, all users must properly clean them after each use.

(i) All users must wear footwear to and from, and (unless in relation to a swimming pool), while using the Recreational Facilities.

(j) The Recreational Facilities (other than the Gymnasium) may only be used



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between the hours of 7:30am and 10:00pm or any other times specified by the Council or the duly appointed Strata Company Manager.

(k) The Gymnasium may only be used between the hours of 5:00am and 12:00am or any other times specified by the Council or the duly appointed Strata Company Manager.

(l) A user must not:

(i) use any part of a Recreational Facility to the exclusion of other users;

(ii) use any part of a Recreational Facility for any business;

(iii) enter or remain in the Pool Area or the Gymnasium if under the influence of drugs or alcohol;

(iv) behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner either generally or in respect of any user;

(v) spit, urinate or defecate in any part of a Recreational Facility unless using a facility designed for that purpose;

(vi) use soap, detergent or any other substance that may foul or pollute the water in any swimming pool;

(vii) climb up or onto any fence, partition, roof or raised object in or adjoining the Pool Area other than one expressly intended for that purpose;

(viii) enter or exit the Pool Area or the Gymnasium (as the case may be) except through the gates and doors which are designed for that purpose:

(ix) eat in or take into the swimming pool in the Pool Area, or the



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Gymnasium (as the case may be), any food, drink (other than water) or confectionery;

(x) permit any pet or other animal to enter into the Pool Area or the Gymnasium (as the case may be);

(xi) smoke or inhale tobacco or any other substance in the Pool Area or the Gymnasium (as the case may be);

(xii) enter or use the swimming pool in the Pool Area, or the Gymnasium (as the case may be), if affected by or suffering from any infectious or contagious disease or skin complaint;

(xiii) improperly use, damage or remove any furniture fittings, equipment or chattels located in any Recreational Facility; or

(xiv) tamper with any equipment in any Recreational Facility.

(4) Acknowledgments, Indemnities and Releases

(a) Every Adult Resident agrees to be bound by the Recreational Facilities Rules and furthermore warrants that every Child and Visitor related to that Adult Resident will not act in a manner which would, if that Child or Visitor were bound by the Recreational Facilities Rules, constitute a breach of the Recreational Facilities Rules by that person.

(b) To the fullest extent permitted by law, every user:

(i) enters the Pool Area or the Gymnasium (as the case may be) at their own risk;

(ii) uses all equipment and facilities in any Recreational Facility at their own risk;



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(iii) assumes all risk and danger to them arising out of entering, remaining in and using the Pool Area or the Gymnasium (as the case may be) including without limitation damage or injury caused by other persons:

(iv) assumes all risk and danger to them arising out of using all equipment and facilities in any Recreational Facility including without limitation damage or injury caused by other persons; and

(v) releases the Strata Company, the Strata Company Manager, each Asset Manager and each of their employees and agents from all liability howsoever arising from:

(A) any accident, damage or injury to property of, or loss of property of, that user; and

(B) any accident, damage, injury or death suffered by that user, incurred whilst that user is or was in, or using any equipment or facility in, any Recreational Facility (as the case may be).

(c) Every Adult Resident, regardless of whether he or she was in the Pool Area or the Gymnasium (as the case may be), accepts all responsibility for all of the risk and danger to all of those Children and Visitors arising out of those Children and Visitors entering, remaining in and using the Pool Area or the Gymnasium (as the case may be), including without limitation damage or injury caused by other persons.

(d) Every Adult Resident indemnifies and shall keep indemnified the Strata Company, the Strata Company Manager, each Asset Manager and each of their employees and agents from and against any loss, damage, consequential loss and damage, claims, demands, proceedings and actions whatsoever made in relation to:

(i) any accident damage or injury to property of, or loss of property of, that Resident and every Resident and Visitor relating to that Resident; and



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(ii) any accident, damage, injury or death suffered by that Resident and every Resident and Visitor relating to that Resident, in or about or proximate to or arising out of the use of the Pool Area or the Gymnasium (as the case may be).

(5) Appointment and Role of Asset Manager(s)

(a) The Strata Company must appoint and may dismiss and replace from time to time an Asset Manager to manage:

(i) the Pool Area; and

(ii) the Gymnasium,

on terms and conditions acceptable to the Strata Company.

(b) The relevant Asset Manager may:

(i) suspend for any period of time deemed necessary by the Asset Manager, any person from entering the Pool Area or the Gymnasium (as the case may be) if in the opinion of the Asset Manager that person is breaching the applicable Recreational Facilities Rules or if in the opinion of the Asset Manager it is necessary or desirable for the safety or well-being of users generally or any user specifically that that person be so suspended;

(ii) require every user to immediately vacate the Pool Area or the Gymnasium (as the case may be), if in the opinion of the Asset Manager it is necessary or desirable for the safety or well-being of users generally or any user specifically that the Pool Area or the Gymnasium (as the case may be) be immediately evacuated;

(iii) direct any user as to the manner in which that user may use and enjoy the Pool Area or the Gymnasium (as the case may be) and that



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user shall obey the lawful commands of the Asset Manager; and

(iv) refuse admission to or remove or cause to be removed from the Pool Area or the Gymnasium (as the case may be) any user who in the opinion of the Asset Manager is guilty of a breach of any of the applicable Recreational Facilities Rules or who the Asset Manager reasonably suspects to be guilty of a contravention of any of the applicable Recreational Facilities Rules.

(c) In relation to the Pool Area, the Asset Manager shall do all things reasonable to ensure that all legislation and regulations and orders including, without limitation, the *Health (Aquatic Facilities) Regulations 2007* (as amended or replaced from time to time) are complied with.

(d) The relevant Asset Manager shall ensure that the:

(i) Pool Area is maintained at all times the Pool Area is open, and that the water in the swimming pool is of such quality as not to be injurious to the health of users; and

(ii) Gymnasium is maintained at all times the Gymnasium is open, and that the equipment in the Gymnasium is repaired or replaced as necessary if it is damaged or defective and the Asset Manager becomes aware of the same.

(6) Costs of Recreational Facilities

The Strata Company may prepare separate budgets for the maintenance, repair and running costs, inclusive of budgeting for any replacement equipment required, in connection with, any Recreational Facility, and determine how such costs and expenses shall be apportioned between the Proprietors of Lots. The Strata Company may levy contributions to each Proprietor of a Lot in proportion to the unit entitlement of each such Lot to recover the costs referred to in this sub-bylaw (6).

## 44. RULES AND REGULATIONS



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

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(1) The Council may from time to time make and prescribe rules and regulations (not inconsistent with these by-laws as amended from time to time) for the proper management of the Common Property and/or any improvements on the Parcel and the conduct of persons on the Parcel generally. All rules made by the Council from time to time must be consistent with all applicable laws and otherwise comply with the requirements of any Relevant Authority in connection with the Common Property and/or any improvements on the Parcel and the conduct of persons on the Parcel generally.

(2) Without limiting the generality of sub-bylaw (1) of this by-law, the Council may make rules and regulations in regard to thefollowing matters:

(a) the use, safety and cleanliness of the Common Property and the conduct of the Proprietors, mortgagees in possession, tenants, occupiers and their employees, agents, contractors and invitees, including but not limited to in connection with any Recreational Facilities;

(b) the control of traffic and the parking of vehicles on such parts of the Common Property as shall be set aside for the same;

(c) the manner and times of delivery of goods;

(d) the removal of garbage and other rubbish;

(e) the security of the Common Property, the Buildings, facilities and Services comprised within the Scheme;

(f) fire and emergency exercises;

(g) the maximum speed limit not to be exceeded by any vehicle travelling upon the Parcel;

(h) control and erection of external antenna or receiving devices;

(i) control and erection of external advertisements and signs on the facades of



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the Building; or

(j) any other matter which the Council considers desirable or necessary to regulate.

(3) A Proprietor, mortgagee in possession, tenant or occupier of a Lot shall comply with and shall ensure that their respective servants, agents, employees, contractors, invitees and licensees comply with any such rules and regulations.

(4) For the avoidance of doubt, the Council may from time to time direct that signage be installed in or on any part of the Common Property (including the Recreational Facilities) to regulate the conduct of persons on such parts of the Common Property, including without limitation, the speed at which motor vehicles may driven on the Common Property, and upon the installation of such signage the Council shall be deemed to have made a rule that such signage is to be complied with.

## 45. DISPUTE RESOLUTION

(1) In this by-law, **Dispute** includes a dispute or disagreement between:

(a) the Strata Company and a Proprietor, tenant or occupier of a Lot; or

(b) two or more Proprietors, tenants or occupiers of separate Lots.

(2) In the event of a Dispute arising, the Dispute will be resolved by referring the Dispute to an appropriate expert for determination, it being the case that:

(a) if the Dispute concerns the design or construction of any improvements, the Dispute will be referred to a suitably qualified engineer;

(b) if the Dispute concerns monetary or financial issues, the Dispute will be referred to a suitably qualified accountant; or



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(c) if the Dispute concerns legal issues, the Dispute will be referred to a suitably qualified lawyer.

(3) An expert appointed under this sub-bylaw (2) must be "independent", meaning that he or she has not undertaken any work for any of the parties to the Dispute within the last five years or have any other affiliation or history of dealings with any of the parties to the Dispute that may reasonably be considered to be capable of influencing or leading to any bias in his or her determination of the Dispute in favour of or against any such party.

(4) If the parties cannot agree on the appropriate expert to which the Dispute is to be referred within 14 days of the Dispute arising, the expert will be appointed by the President (or acting President) of the Law Society of Western Australia (Inc.) at the request of any party to the Dispute.

(5) The decision of the expert will be final and binding on the parties to the Dispute and those parties will pay the costs of the expert in equal shares.

## 46. EASEMENTS AND ENCUMBRANCES OVER COMMON PROPERTY

(1) For the avoidance of doubt, each Proprietor, occupier, tenant and other resident of a Lot must comply with the requirements of each easement or other encumbrance over the Common Property, and must not do anything that would constitute to a breach of the relevant easement or other encumbrance.

(2) A Proprietor, occupier, tenant or other resident of a Lot shall indemnify and shall keep indemnified the Strata Company and all other Proprietors **(Indemnified Parties)** against any loss or claim that may be made or brought against any of the Indemnified Parties in any way connected with a breach by the Proprietor or any of the occupiers, tenants or other residents of his or her Lot of any easement or other encumbrance over the Common Property.



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

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# The Owners of Baynton Apartments Strata Scheme 64552

# MINUTES OF THE ANNUAL GENERAL MEETING

## HELD BY RICHARDSON STRATA MANAGEMENT SERVICES AT 138 BURSWOOD ROAD, BURSWOOD & ZOOM ON TUESDAY 10TH MARCH 2026 AT 11:00 AM

**Present:**

Ms L Stewart (Zoom)
Ms N Hardie (Zoom)
Mrs C Oldfield (Zoom)

**Proxies:**

| | | |
|---|---|---|
| Minderoo Pty Ltd | (Lots 3, 9, 11, 13, 14, 17, 19, 21, 30, 34, 35, 36, 41, 42, 43, 46, 48, 53, 58, 59, 60, 65, 69, 70, 71, 74, 82) | In favour of Ms N Hardie |
| Goh Pharmacy Pty Ltd, Speak No 2 Pty Ltd & Laura Stewart | (Lot 7) | In favour of Ms L Stewart |
| *Ms K Melton* | *(Lot 15)* | *In favour of the Chairperson* |
| Property Syndicate WA Pty Ltd | (Lot 29) | In favour of Ms L Stewart |
| Mr W & Mrs C Oldfield | (Lot 33) | In favour of Mrs C Oldfield |
| Mr C Goodhill & Ms M Elizabeth | (Lot 49) | In favour of the Chairperson |
| Millside Investments Pty Ltd | (Lot 62) | In favour of Ms L Stewart |
| Mr J Donovan & Ms B Filicietti | (Lot 63) | In favour of Ms L Stewart |
| Brotherson No 2 Pty Ltd & Goh Pharmacy Pty Ltd | (Lot 64) | In favour of Ms L Stewart |
| Luke Dillon & Laura Stewart & Teo Pharmacy P/L | (Lot 75) | In favour of Ms L Stewart |
| Property Syndicate WA Pty Ltd | (Lot 76, 79) | In favour of Ms L Stewart |
| Mihoko Toyokawa | (Lot 81) | In favour of the Chairperson |

**Apologies:**

Nil

**In Attendance:**

Marianne Williamson - Representing Richardson Strata Management Services
Emma Johnson - Representing Richardson Strata Management Services

***PRELIMINARY MATTERS***

**1. Appointment of Chairperson for the Meeting**

It was moved by Ms N Hardie and seconded by Ms L Stewart that Marianne Williamson be authorised to act as Chairperson of the Strata Company for the purposes of the meeting.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

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The Chairperson welcomed those present and advised that a quorum was not present. In accordance with section 130(4) of the Strata Title Act, after 30 minutes had elapsed from the time appointed for the general meeting, the persons entitled to vote who were present at the meeting were taken to constitute a quorum for the purpose of the meeting. The Chairperson opened the meeting at 11:30am to the following business.

**2. Confirmation of previous Minutes**

**(a)** It was moved by Ms L Stewart and seconded by Ms N Hardie that the previously circulated Minutes of the Annual General Meeting held 6th May 2025 be confirmed as a true record of those proceedings.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

**(b)** There were no further matters raised not otherwise provided for by this agenda.

## *GENERAL BUSINESS*

**3. Consideration of Statement of Accounts**

It was moved by Ms L Stewart and seconded by Ms N Hardie that the Statement of Accounts for the period 1st December 2024 to 30th November 2025, showing an amount of **$984,321.59** net owner's funds be adopted as presented.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

**4. Insurance**

It was moved by Ms N Hardie and seconded by Ms L Stewart that:

(a) That copies of the current certificates and schedules for the insurance required under section 127 (3) (c) of the Act and managers disclosures, as tabled, be received and incorporated into records of the Strata Company.

(b) That the Lync Insurance Brokers Financial Services Guide and CHU Underwriting Agencies Product Disclosure Statement as tabled be received and incorporated into records of the Strata Company.

(c) That the Council be directed to renew the insurance prior to its expiry date in such sum by the insurer or as are recommended by qualified professional advisors.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

All the motions were **CARRIED**.

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**5. Insurance – Valuation**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Council agreed not to proceed with a Building replacement valuation until next Financial Year.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

**6. Constitution of the Council**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Council of the Strata Company consist of three (3) proprietors.

The Chairperson called for nominations of candidates for election to the Council and the following valid nominations were received:

Minderoo Pty Ltd Property Syndicate WA Pty Ltd Vacant

There being no further nominees, the Chairperson declared the above proprietors elected unopposed.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

***SPECIAL BUSINESS***

**7. 10 Year Plan – 5 year revision**

It was moved by Ms L Stewart and seconded by Ms N Hardie that the Council to arrange for the revision of the 10-year plan previously completed on 10th May 2021 as required by the Act, at a cost not to exceed the amount provided for in the budget adopted by this meeting.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

**8. Budget of Estimated Expenditure – Administrative Fund**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Budget of Estimated Expenditure from the Administrative Fund for the period 1st December 2025 to 30th November 2026 amounting to **$893,365.82.00** (Excl. of GST) be adopted as presented.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED**.

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**9. Budget of Estimated Expenditure – Reserve Fund**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Budget of Estimated Expenditure from the Reserve Fund for the period 1st December 2025 to 30th November 2026 amounting to **$401,000.00** (Excl. of GST) be adopted as presented.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED.**

**10. Determination of Levies – Administrative Fund**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Levy of contributions in the financial year to raise a total of $**858,000.00** (Incl. of GST), on proprietors for the Administrative Fund be payable in advance, by installments due and payable in the amounts and on the dates as presented:

| | | |
|---|---|---|
| $220.00 | per unit of entitlement due | 1st December 2025 |
| $220.00 | per unit of entitlement due | 1st March 2026 |
| $209.00 | per unit of entitlement due | 1st June 2026 |
| $209.00 | per unit of entitlement due | 1st September 2026 |

With the amount to remain at **$209.00** per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED**.

**11. Determination of Levies – Reserve Fund**

It was moved by Ms N Hardie and seconded by Ms L Stewart that the Levy of contributions in the financial year to raise a total of **$88,000.00** (Incl. of GST) for the Reserve Fund, be payable in advance, by installments due and payable in the amounts and on the dates as shown below:

| | | |
|---|---|---|
| $16.50 | per unit of entitlement due | 1st December 2025 |
| $16.50 | per unit of entitlement due | 1st March 2026 |
| $27.50 | per unit of entitlement due | 1st June 2026 |
| $27.50 | per unit of entitlement due | 1st September 2026 |

With the amount to remain at **$27.50** per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

Lots in favour: 3, 7, 9, 11, 13, 14, 17, 19, 21, 29, 30, 33, 34, 35, 36, 41, 42, 43, 46, 48, 49, 53, 58, 59, 60, 63, 64, 65, 69, 70, 71, 74, 75, 76, 79, 81, 82.
Lots Against: Nil
Lots Abstained: Nil

The motion was **CARRIED**.

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## 12 Matters without notice for discussion/referral to the Council

### Balcony Issues

There was a detailed discussion about the leaking balconies. Quotations to repair balconies at Indian Ocean Suites have been received which indicate a repair cost circa $45k per balcony, this does not include reinstatement of the flooring.

Inspections of balconies at Baynton have been carried out, we are waiting for feedback before determining the next steps.

### Building Manager Replacement

The HFM Building Management Agreement comes to an end on 30 September 2026; two proposals have been received and are under consideration by the strata company; strata company representatives will interview each applicant before a decision is made.

### Building Maintenance/Painting

It was agreed that painting should go ahead in stages, starting with the areas in the worst condition. Scott from Décor8 is aiming to begin this work around May or June. Strata representatives to meet with Scott in order to scope & schedule accordingly.

### Window Cleaning

The meeting also briefly discussed the possibility of window cleaning, though this was deemed a low priority and can potentially be incorporated into the painters schedule as part of the painting preparation process

### Solar Panel Update

It was agreed to put off any decisions about solar panel installation until next year. In the meantime, Marianne will arrange for a competitor quote from CDI so the group can revisit with more information.

### Closure

There being no further business, The Chairperson declared the meeting closed at **12:33 PM**.



19/05/2026

_____ _____

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RICHARDSON STRATA Management Services

# Notice of

# Annual General Meeting

FOR THE OWNERS OF:

**STRATA PLAN:**

**64552**

**ADDRESS:**

**Baynton Apartments**

**55 Gardugarli Drive, BAYNTON WA 6714**

DATE: **Tuesday 10th March 2026**

TIME: **11:00 AM**

*Registrations open 15 minutes prior to start time*

LOCATION: **ZOOM ID: 85004945496; Passcode: 64552**

The notice is issued pursuant Section 129 of the Strata Titles Act, on Wednesday 18 February 2026 being not less than 14 days prior to holding of the Meeting.

PH: (08) 9472 1833 EM: RECEPTION@RICHARDSONSTRATA.COM.AU

Docusign Envelope ID: 699790CF-70F7-810E-835F-6404AC71B258



# Getting Started With Zoom

## What is Zoom?

Zoom is a online audiovisual conferencing app that gives you the ability to attend your Strata meetings remotely, anywhere in the world, via your computer, iPhone or Android device

## How do I get Zoom?

Zoom is FREE to download and use. You can download the Zoom Cloud Meetings App in the Apple App Store or Google Play Store - just search **"Zoom Cloud Meetings"** If using a computer, **please follow the link emailed to you.**

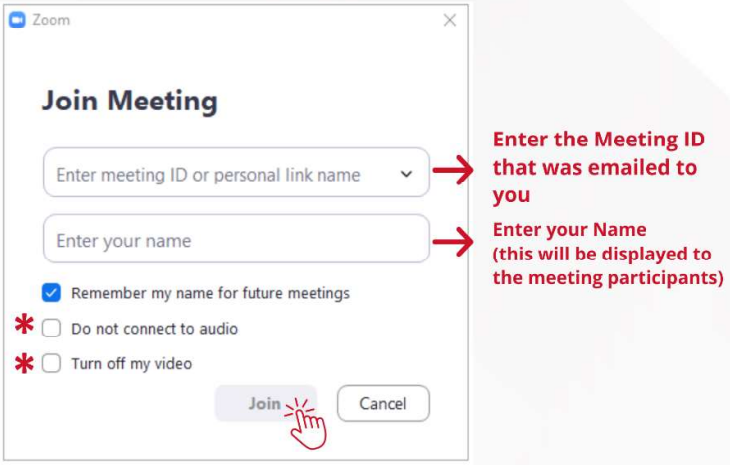
## Logging into the meeting

When you are ready to join the meeting, please click the Zoom meeting link that was emailed to you. You'll now be redirected to the App on your mobile device, or if using a computer, the link will take you to the login screen for Zoom. See screenshots →

Once you've clicked 'Join' you will need to enter the **password that was emailed to you**

* **Please note: You can choose to turn off your audio/video if you do not wish to have this broadcasted during the meeting.**



# MEETING AGENDA

- Apologies.
- Proxies & Powers of persons present.
- Determination of Quorum and Validity of meeting.

**The motions to be considered are as follows:**

**Motion 1**

**Appointment of Chairperson for the Meeting**

Only required if the Chairperson of the Council is unavailable or unwilling to act.

**Motion 2**

**Confirmation of Previous Minutes**

**(a)** That the previously circulated Minutes of the General Meeting held on 6th May 2025 be confirmed as a true record of those proceedings.

**(b)** Consideration of any matters arising not otherwise provided for by this agenda.

## *GENERAL BUSINESS*

**Motion 3**

**Consideration of Statement of Accounts**

That the Statement of Accounts for the period 1st December 2024 to 30th November 2025 showing an amount of **$984,321.59** net owners funds be adopted as presented.

***Note:*** *Queries of a financial nature should be notified to the Strata Company in writing no later than three (3) business days prior to the meeting.*

**Motion 4**

**Insurance**

**(a)** That copies of the current certificates and schedules for the insurance required under section 127 (3)(c) of the Act and managers disclosures, as tabled, be received and incorporated into the records of the Strata Company.

**(b)** That the Lync Insurance Brokers Financial Services Guide and CHU Underwriting Agencies Product Disclosure Statement as tabled be received and incorporated into the records of the Strata Company.

**(c)** That the Council be directed to renew the insurance prior to its expiry date in such sums as are suggested by the insurer or as recommended by qualified professional advisors.

**Motion 5**

**Insurance - Valuation**

That the Council be directed to obtain a building replacement valuation and amend the sum insured to the amount of that valuation using surplus funds.

**Motion 6**

**Constitution of the Council**

**(a)** That the Council of the Strata Company consist of three (3) proprietors.

**(b)** Chairman to call for nominations of candidates for election to the Council;
And, if required will,

**(c)** Conduct a ballot to elect members of the Council.

## *SPECIAL BUSINESS*

# MEETING AGENDA CONTINUED

**Motion 7**

**10 Year Plan - 5 year revision**

That the Council be directed to arrange for the revision of the 10-year plan previously completed on 10th May 2021 as required by the Act, at a cost not to exceed the amount provided for in the budget adopted by this meeting.

**Motion 8**

**Budget of Estimated Expenditure - Administrative Fund**

That the Budget of Estimated Expenditure from the Administrative Fund for the period 1st December 2025 to 30th November 2026 amounting to **$893,365.82** (Exl of GST) be adopted as presented.

**Motion 9**

**Budget of Estimated Expenditure - Reserve Fund**

That the Budget of Estimated Expenditure from the Reserve Fund for the period 1st December 2025 to 30th November 2026 amounting to **$401,000.00** (Excl of GST) be adopted as presented.

**Motion 10**

**Determination of Levies - Administrative Fund**

That the Levy of contributions in the financial year to raise a total of **$858,000.00** (Incl of GST), on proprietors for the Administrative Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

$220.00 per unit of entitlement due 1st December 2025
$220.00 per unit of entitlement due 1st March 2026
$209.00 per unit of entitlement due 1st June 2026
$209.00 per unit of entitlement due 1st September 2026

With the amount to remain at $209.00 per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

**Motion 11**

**Determination of Levies - Reserve Fund**

That the Levy of contributions in the financial year to raise a total of **$88,000.00** (Incl of GST) for the Reserve Fund, be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

$16.50 per unit of entitlement due 1st December 2025
$16.50 per unit of entitlement due 1st March 2026
$27.50 per unit of entitlement due 1st June 2026
$27.50 per unit of entitlement due 1st September 2026

With the amount to remain at $27.50 per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

**Motion 12**

**Matters without notice for discussion/referral to the Council**

Note: Such matters may only be raised at the discretion of the Chair and with leave of the meeting.

## Dated this Wednesday, 18 February 2026

For and on behalf of The Owners of SP SP 64552, Baynton Apartments, 55 Gardugarli Drive

# EXPLANATION OF AGENDA ITEMS

**Motion 1. Appointment of Chairperson for the Meeting**

Only required if the Chairperson of the Council is unavailable or unwilling to act.

**Motion 2. Confirmation of Previous Minutes**

The minutes of your last General Meeting will need to be confirmed. A copy of the previous minutes were posted to you shortly after the last General Meeting.
If you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.richardsonstrata.com.au.
If you have forgotten your user name and/or password or have not registered for this service, please email reception@richardsonstrata.com.au.

**Motion 3. Consideration of Statement of Accounts**

The financial statements presented and annexed to the Notice of this Meeting will need to be confirmed and adopted. Queries of a financial nature should be notified to the Strata Company in writing no later than three (3) business days prior to the meeting.

Any interim financial statements can be found on the portal.

**Motion 4. Insurance**

A copy of the Certificate of Currency is enclosed with the meeting documents as well as important and any relevant disclosure statements. A copy of the relevant Financial Services Guide and Product Disclosure Statement will be tabled at the meeting.

Should you wish to obtain a copy of these documents, please contact our office.

**Motion 5. Insurance - Valuation**

Obtaining an insurance valuation is prudent to ensure your assets are adequately protected. It assesses the replacement cost of your property, preventing underinsurance and providing peace of mind in the event of unforeseen disasters. Richardson Strata Management Services recommends a full valuation is conducted a minimum of every 3-4 years with annual desktop valuations being best practice.

**Motion 6. Constitution of the Council**

We encourage all owners to consider nominating themselves or others for election to the Strata Council. Being a member of the council is a great opportunity to contribute to the management and decision-making processes of our community. For more information on the roles and responsibilities of council members, please refer to the attached links.
* https://drive.google.com/file/d/1ZcEkSAqdam58nVwttyiqQbhSXW6n0gyL/view?usp=sharing
* https://drive.google.com/file/d/1ax6XnizrP_OGEt02d2wi1bFfQ9GJMbOO/view?usp=sharing

Eligibility to Nominate and to be Nominated:
1.A person (including a corporation) is entitled to nominate a candidate for election as a member of the Council only if that person is entitled to vote at the election.
2.Any person entitled to nominate may nominate themselves.
3.A nomination does not need to be seconded.
4.In the event that there are co-owners of a lot, only one of the co-owners shall be eligible to be nominated as a candidate. The eligible co-owner must be nominated by all co-owners of the lot, including the nominee.
5.A corporation that is an owner or co-owner of a lot is eligible to be nominated as a candidate and must provide written consent to its nomination, even if it nominates itself.
6.A nominee who will not be present at the meeting must complete the consent portion of the nomination form to be eligible for election.

# EXPLANATION OF AGENDA ITEMS

Election Procedure:
In accordance with the by-laws, the procedure for the election of candidates to the Council is as follows:
1.The Chairperson of the General Meeting will call upon those present and entitled to nominate candidates to do so.
2.A nomination is ineffective unless supported by the nominee's consent, which can be given:
i.in writing and furnished to the Chairperson at the meeting, or
ii.orally by a nominee who is present at the meeting.
3.In accordance with the by-laws:
i.If the number of candidates equals the number of council members determined as per by-law 4(3), the Chairperson must declare those candidates elected as members of the Council.
ii.If the number of candidates exceeds the number of council members determined as per by-law 4(3), the Chairperson must direct that a ballot be held.
4.If a ballot is to be held, the Chairperson will:
i.Announce the names of the candidates
ii.Provide each person entitled to vote and present in person or by proxy with a blank form for each lot for which they are entitled to vote, to be used as a ballot form.
5.A person entitled to vote must complete a valid ballot form by:
i.Writing the names of candidates, equal in number to the number of council members, ensuring no name is repeated.
ii.Indicating the number of each lot in respect of which the vote is cast, and whether the vote is an owner, first mortgagee, or proxy.
iii.Signing the ballot form.
iv.Returning the ballot form to the Chairperson
6.The Chairperson, or a person appointed by the Chairperson, will count the votes recorded on valid ballot forms in favour of each candidate.
7.Candidates who receive the highest number of votes (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122), equal to the number of council members determined as per by-law 4(3), will be declared elected to the Council.
8.If the number of votes for any candidate equals the lowest number of votes required for election and:
i.That number equals the number of votes recorded for any other candidates, and
ii.If each of those candidates were declared elected, it would exceed the number of council members required, the election between those candidates must be decided by a show of hands of those entitled to vote and present in person or by proxy.

Nomination and Acceptance:
Please refer to the enclosed forms for nomination and acceptance of nomination. if you have any questions or need further information, do not hesitate to reach out.

**Motion 7. 10 Year Plan - 5 year revision**

Your property is a designated Strata Company, as defined under the Act. It is a requirement that your Strata Company must have a reserve fund and a 10-year plan that sets out;
(i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan; and
(ii) the estimated costs for the maintenance, repairs, renewal or replacement; and
(iii) other information required to be included by the regulations;

The 10 year plan must be revised at least once in every 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.
The regulations set out wide ranging and detailed requirements for such plans and it is our recommendation that your strata company authorises the council to engage the services of a firm qualified to prepare a 10 year plan which will comply with the regulations.

**Motion 8. Budget of Estimated Expenditure - Administrative Fund**

Enclosed is a copy of the proposed budget of estimated expenditure from the Administrative Fund. These figures are based on past expenditure and known future expenses within the next Financial Year.

# EXPLANATION OF AGENDA ITEMS

**Motion 9. Budget of Estimated Expenditure - Reserve Fund**

Enclosed is a copy of the proposed budget of estimated expenditure from the Reserve Fund. These figures are based on past expenditure and known future expenses within the next Financial Year.

**Motion 10. Determination of Levies - Administrative Fund**

The proposed levy amounts for the Administrative Fund will cover the expenditure for the year. The amount shown will need to be multiplied by your unit entitlement to determine the levy amount for your unit - if you are unaware of your unit entitlement, please contact our office.

**Motion 11. Determination of Levies - Reserve Fund**

The proposed levy amounts for the Reserve Fund will cover the expenditure for the year. The amount shown will need to be multiplied by your unit entitlement to determine the levy amount for your unit - if you are unaware of your unit entitlement, please contact our office.

**Motion 12. Matters without notice for discussion/referral to the Council**

Any additional items that an owner wishes to raise that is not on the agenda or hasn't already been considered by the meeting for referral to the Council for its consideration.

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Balance Sheet

**Financial Period**
**01/12/2024 - 30/11/2025**

## 64552
## 55 Gardugarli Drive BAYNTON

| | Administrative Fund | Reserve Fund | TOTAL |
|---|---|---|---|
| **ASSETS** | | | |
| Cash at Bank | 746,243.19 | 460,956.97 | 1,207,200.16 |
| Levies Receivable | 2,915.97 | 408.79 | 3,324.76 |
| **Total Assets** | **749,159.16** | **461,365.76** | **1,210,524.92** |
| **LIABILITIES** | | | |
| Levies Paid in Advance | 208,356.49 | 0.00 | 208,356.49 |
| GST Liabilities | (8,614.32) | 0.00 | (8,614.32) |
| Accounts Payable | 26,461.16 | 0.00 | 26,461.16 |
| **Total Liabilities** | **226,203.33** | **0.00** | **226,203.33** |
| **Net Assets** | **522,955.83** | **461,365.76** | **984,321.59** |
| **OWNERS FUNDS** | | | |
| Opening Balance | 488,966.14 | 493,113.48 | 982,079.62 |
| Surplus / Deficit for the period | 33,989.69 | (31,747.72) | 2,241.97 |
| Closing Balance | 522,955.83 | 461,365.76 | 984,321.59 |
| **Total Owners Funds** | **522,955.83** | **461,365.76** | **984,321.59** |

Report Date: 16th January 2026

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Income & Expenditure Summary

**Financial Period**
**01/12/2024 - 30/11/2025**

## 64552
## 55 Gardugarli Drive BAYNTON
### Administrative Fund

| | Actual 01/12/24 - 30/11/25 | Budget 01/12/24 - 30/11/25 | Actual 01/12/23 - 30/11/24 |
|---|---|---|---|
| **Income** | | | |
| **Debt Collection Recoveries** | | | |
| Debt Collection Recoveries | $529.09 | $0.00 | $600.00 |
| **Interest** | | | |
| Interest On Levy Arrears | $360.48 | $0.00 | $1,504.40 |
| **Levy Income** | | | |
| Levies Due* | $727,273.04 | $800,000.00 | $927,272.68 |
| **Other Income** | | | |
| Status Certificate Fees* | $1,680.00 | $0.00 | $7,280.00 |
| Security Remote / Tag Purchase | $1,145.41 | $0.00 | $0.00 |
| **Total Income** | **$730,988.02** | **$800,000.00** | **$936,657.08** |
| **Expenses** | | | |
| **Accounting, Taxation & Banking** | | | |
| BAS / GST Preparation | $400.00 | $400.00 | $400.00 |
| Accounting | $0.00 | $150.00 | $150.00 |
| **Air Conditioning** | | | |
| Airconditioning Maintenance | $11,499.94 | $10,000.00 | $5,210.00 |
| **Building Administration** | | | |
| Retrieval & Storage | $144.00 | $144.00 | $144.00 |
| Management Fees - Standard | $21,369.68 | $21,500.00 | $20,872.68 |
| Management Fees - Non Standard | $80.00 | $400.00 | $210.00 |
| Meeting Fee | $75.00 | $150.00 | $150.00 |
| Postage & Petties | $220.87 | $200.00 | $170.90 |
| Debt Collection | $529.09 | $0.00 | $600.00 |
| Portal Access | $300.00 | $300.00 | $300.00 |
| Creditor Compliance | $300.00 | $300.00 | $300.00 |
| Travel Expenses | $0.00 | $1,500.00 | $0.00 |
| **Building General** | | | |
| Gym Equipment | $1,045.00 | $2,500.00 | $1,350.00 |
| **Building General Contract** | | | |
| Building Management * | $234,479.84 | $232,000.00 | $223,084.97 |
| **Cleaning** | | | |
| Cleaning/Gardening Contract | $19,892.94 | $19,500.00 | $19,104.32 |
| **Electrical** | | | |
| Electrical - General | $12,102.05 | $12,000.00 | $10,908.15 |
| Thermal Scan | $1,570.00 | $1,600.00 | $0.00 |
| **Fire Control Contract** | | | |
| Fire Protection Contract | $12,432.44 | $13,000.00 | $12,050.44 |
| Fire Equipment Repairs/Replacement | $10,215.50 | $12,000.00 | $4,493.30 |
| **Garden & Grounds** | | | |
| Plants | $0.00 | $1,600.00 | $964.22 |

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Income & Expenditure Summary

**Financial Period**
**01/12/2024 - 30/11/2025**

## 64552
## 55 Gardugarli Drive BAYNTON
### Administrative Fund

| | Actual 01/12/24 - 30/11/25 | Budget 01/12/24 - 30/11/25 | Actual 01/12/23 - 30/11/24 |
|---|---|---|---|
| **Insurance** | | | |
| Premiums | $133,066.72 | $180,000.00 | $153,480.18 |
| Stamp Duty | $12,495.61 | $18,000.00 | $14,827.79 |
| Valuation | $0.00 | $0.00 | $2,060.00 |
| Insurance - Annual Management Fee | $5,409.09 | $5,000.00 | $5,000.00 |
| **Lift Maintenance Contract** | | | |
| Lift Contract | $21,763.50 | $21,400.00 | $21,337.05 |
| **Lift Repairs** | | | |
| Lift Repairs | $3,932.18 | $5,000.00 | $1,469.50 |
| **Maintenance & Repairs** | | | |
| General Repairs | $13,152.73 | $40,000.00 | $40,106.82 |
| Floor Tile Cleaning | $0.00 | $12,000.00 | $6,000.00 |
| Outdoor Furniture | $0.00 | $4,000.00 | $3,087.27 |
| Shade Sails | $0.00 | $5,000.00 | $0.00 |
| **Other** | | | |
| WHS Reports | $0.00 | $0.00 | $2,067.27 |
| **Pest Control** | | | |
| Pest Control* | $2,700.00 | $4,000.00 | $2,700.00 |
| **Plumbing** | | | |
| Plumbing & Drainage | $9,318.10 | $16,000.00 | $18,548.78 |
| HWS Repairs & Replacements | $156.25 | $10,000.00 | $0.00 |
| **Pool Area, Gym & General Amenities Contract** | | | |
| Pool Servicing | $13,388.74 | $14,000.00 | $16,514.98 |
| **Security & Intercom** | | | |
| Telephone Charges | $3,902.71 | $3,200.00 | $2,975.96 |
| **Electricity** | | | |
| Electricity* | $115,544.72 | $115,000.00 | $105,651.95 |
| **Water** | | | |
| Water Consumption* | $33,831.63 | $18,000.00 | $18,554.82 |
| **Miscellaneous** | | | |
| Transfer To Reserve Fund | $0.00 | $0.00 | $500,000.00 |
| Status Certificate Fees Paid | $1,680.00 | $0.00 | $7,840.00 |
| **Total Expenses** | **$696,998.33** | **$799,844.00** | **$1,222,685.35** |
| **Surplus / Deficit** | **$33,989.69** | **$156.00** | **($286,028.27)** |
| Opening Administrative Balance | $488,966.14 | $488,966.14 | $774,994.41 |
| **Administrative Fund Balance** | **$522,955.83** | **$489,122.14** | **$488,966.14** |

Report Date: 16th January 2026

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Income & Expenditure Summary

**Financial Period**
**01/12/2024 - 30/11/2025**

## 64552
## 55 Gardugarli Drive BAYNTON
### Reserve Fund

| | Actual 01/12/24 - 30/11/25 | Budget 01/12/24 - 30/11/25 | Actual 01/12/23 - 30/11/24 |
|---|---|---|---|
| **Income** | | | |
| **Interest** | | | |
| Interest On Levy Arrears | $43.51 | $0.00 | $99.27 |
| **Levy Income** | | | |
| Levies Due* | $60,000.00 | $60,000.00 | $60,000.00 |
| **Other Income** | | | |
| Transfer From Admin Fund | $0.00 | $0.00 | $500,000.00 |
| **Total Income** | **$60,043.51** | **$60,000.00** | **$560,099.27** |
| **Expenses** | | | |
| **Fire Control** | | | |
| Fire Tank Waterproofing | $0.00 | $0.00 | $29,628.00 |
| **Garden & Grounds** | | | |
| Landscaping | $2,475.00 | $50,000.00 | $0.00 |
| Pedestrian Gates | $15,120.00 | $15,000.00 | $0.00 |
| Reticulation Repairs | $0.00 | $12,000.00 | $0.00 |
| **Maintenance & Repairs** | | | |
| Painting Internal | $0.00 | $0.00 | $151,500.00 |
| Line Marking & Signage | $0.00 | $0.00 | $17,415.00 |
| Anchor Points | $44,721.07 | $45,000.00 | $0.00 |
| Fencing | $22,945.00 | $18,000.00 | $0.00 |
| Painting External | $2,740.00 | $100,000.00 | $0.00 |
| Pool Paving | $3,790.16 | $12,000.00 | $0.00 |
| Storeroom Doors | $0.00 | $30,000.00 | $0.00 |
| Roof Plumbing | $0.00 | $30,000.00 | $0.00 |
| Cyclone Damage - Under Excess | $0.00 | $50,000.00 | $0.00 |
| **Total Expenses** | **$91,791.23** | **$362,000.00** | **$198,543.00** |
| **Surplus / Deficit** | **($31,747.72)** | **($302,000.00)** | **$361,556.27** |
| Opening Reserve Balance | $493,113.48 | $493,113.48 | $131,557.21 |
| **Reserve Fund Balance** | **$461,365.76** | **$191,113.48** | **$493,113.48** |

Report Date: 16th January 2026

Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

# Certificate of Currency

## CHU Residential Strata Insurance Plan

| | |
|---|---|
| **Policy No** | **HU**0006113233 |
| **Policy Wording** | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| **Period of Insurance** | 20/09/2025 to 20/09/2026 at 4:00pm |
| **The Insured** | THE OWNERS OF BAYNTON APARTMENTS SP 64552 |
| **Situation** | 55 GARDUGARLI DRIVE BAYNTON WA 6714 |

## Sections

### Section 1 – Insured Property

Building: $60,533,204
Common Area Contents: $605,332
Loss of Rent & Temporary Accommodation (total payable): $9,079,980
Lot Owners' Fixtures and Improvements (per lot): $250,000

**Optional Extensions:**
Catastrophe Insurance Sum Insured: $18,159,961
- Extended Cover - Loss of Rent & Temporary Accommodation: $2,723,994
- Escalation in Cost of Temporary Accommodation: $907,998
- Cost of Removal, Storage and Evacuation: $907,998

Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: $20,000,000

### Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

### Section 4 – Fidelity Guarantee

Sum Insured: $250,000

### Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

**Flood Cover is included.**

Date Printed 19/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Lync Insurance Brokers Pty Ltd
ABN: 31 169 552 372
Authorised Representative No. 1306015
of PSC Connect Pty Ltd
AFSL: 344648
Level 1, 905 Hay Street (Dynons Plaza), PERTH 6000

Tel: 1300127503

*You are reminded that the policy mentioned below falls due for renewal on 20/09/2025. To ensure your continued protection, payment and any declarations should be returned by this date, unless otherwise stated*



# TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 19/09/2025
**Invoice No:** 414908
**Our Reference:** 64552

Should you have any queries in relation to this account, please contact your Account Manager
**RSMS (info@lyncinsure.com.au)**

The Owners Of Baynton Apartments
Strata Plan 64552
C/- Richardson Strata Management
138 Burswood Road,
BURSWOOD WA 6146

**Class of Policy:** Strata - Residential & Mixed
**Insurer:** QBE INSURANCE
GPO BOX 2516, SYDNEY, NSW 2001
ABN: 78 003 191 035
**The Insured:** The Owners Of Baynton Apartments
Strata Plan 64552

**RENEWAL**
**Policy No:** HU0006113233
**Period of Cover:**
From **20/09/2025**
to **20/09/2026** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Residential Strata Insurance**
**RNL: 55 Gardugarli Drive, BAYNTON WA 6714**

**Your Premium:**

| Premium | UW Levy | Fire Levy* | GST | Stamp Duty | Broker Fee |
|---|---|---|---|---|---|
| $113,596.40 | $150.00 | $0.00 | $13,264.67 | $12,495.61 | $18,900.32 |

PSC receives commission of $0.00

**TOTAL $158,407.00**

(A processing fee applies for Credit Card payments)

**PLEASE READ IMPORTANT NOTICES OVERLEAF, INCLUDING:**

**DISCLOSURE**
You have an obligation to disclose accurate information to the Insurer at all times before and during the policy period. Please refer to the Important Information on your invoice for your specific obligations.

**COMPLAINTS**
Clients who are not fully satisfied with our services should contact our Complaints Officer on 1300 949 834.
PSC Network Insurance Partners are members of the Australian Financial Complaints Authority; a free service, and follow the principles of the Insurance Brokers Code of Practice. Further information is available from our office. You can contact AFCA directly on 1800 931 678.

DEFT PAYMENT SYSTEMS

**Please turn over for further payment methods and instructions**

**Biller Code: 20362**
**Ref: 40417881915754949**

Pay by credit card (Visa, Mastercard, Amex or Diners)
at **www.deft.com.au**
A surcharge may apply.
**DEFT Reference Number: 40417881915754949**

Post Billpay

*498 404178 81915754949

**PSC Network Insurance Partners**
**Our Reference:** 64552
**Invoice No:** 414908
**Due Date:** 20/09/2025

| | |
|---|---|
| **Premium** | **$113,596.40** |
| **U'writer Levy** | **$150.00** |
| **Fire Levy** | **$0.00** |
| **GST** | **$13,264.67** |
| **Stamp Duty** | **$12,495.61** |
| **Broker Fee** | **$18,900.32** |

**AMOUNT DUE $158,407.00**

+404178 81915754949< 015840700<3+

## Schedule of Insurance



| | | | |
|---|---|---|---|
| **Class of Policy:** | Strata - Residential & Mixed | **Policy No:** | HU0006113233 |
| **The Insured:** | The Owners Of Baynton Apartments Strata Plan 64552 | **Invoice No:** | 414908 |
| | | **Our Ref:** | 64552 |

This policy has been placed through

CHU UNDERWRITING AGENCIES
ABN 18 001 580 070
PO BOX 5721,ST GEORGES TERRACE, PERTH WA 6000

CHU UNDERWRITING AGENCIES is an underwriting agency who has placed the policy with

QBE INSURANCE
ABN 78 003 191 035
GPO BOX 2516, SYDNEY, NSW 2001

## Residential Strata Insurance Plan

**INSURED:** The Owners Of Baynton Apartments Strata Plan 64552
**SITUATION:** 55 Gardugarli Drive, BAYNTON WA 6714

| | |
|---|---|
| **Policy 1 - Insured Property** | |
| Building | $60,533,204 |
| Common Area Contents | $605,332 |
| Loss of Rent/Temporary Accommodation (total payable) | $9,079,980 |
| Lot Owners' Fixtures and Improvements (per lot) | $ 250,000 |
| **Optional Extensions** | |
| Catastrophe Insurance Sum Insured | 18,159,961 |
| Extended Cover - Loss of Rent & Temporary Accommodation | $2,723,994 |
| Escalation in Cost of Temporary Accommodation | $907,998 |
| Cost of Removal, Storage and Evacuation | $907,998 |
| Machinery Breakdown | $100,000 |
| Lot Owners' Contents inclusion (per lot) | Not Selected |
| **Policy 2 - Liability to Others** | |
| Limit of Liability | $20,000,000 |
| **Policy 3 - Voluntary Workers** | |
| Voluntary Workers - Refer to Table of Benefits | Selected |
| **Policy 4 - Fidelity Guarantee** | |
| Sum Insured | $250,000 |
| **Policy 5 - Office Bearers Legal Liability** | |
| Limit of Liability | $5,000,000 |
| (please note this is a Claims Made Policy - see Important Information below) | |
| **Policy 6 - Government Audit Costs and Legal Expenses** | |
| Government Audit Costs | $25,000 |
| Appeal Expenses – common property health & safety breaches | $100,000 |

## Schedule of Insurance



| | | | |
|---|---|---|---|
| **Class of Policy:** | Strata - Residential & Mixed | **Policy No:** | HU0006113233 |
| **The Insured:** | The Owners Of Baynton Apartments Strata Plan 64552 | **Invoice No:** | 414908 |
| | | **Our Ref:** | 64552 |

| | |
|---|---|
| Legal Defence Expenses<br>(please note this is a Claims Made Policy - see Important Information below) | $50,000 |
| **Flood Cover** | Included |

**EXCESSES**
*Policy 1 - Insured Property*
Standard: $10,000
Unoccupancy: $10,000
*Optional Extensions - Excesses*
Machinery Breakdown
Standard: $1,000
*Policy 2 - Liability to Others*
Standard: $1,000
*Policy 6 - Government Audit Costs and Legal Expenses*
Legal Defence Expenses: $1,000

Other excesses payable are shown in the Policy Wording

**Special Conditions/Endorsements:**

**Terrorism endorsement**
You have disclosed that:

a. 20% or more of the Building's area is used for a non-residential purpose; OR
b. the Building Sum Insured shown above is equal to or greater than $50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals $2,855.45 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.

1. Act of Terrorism
Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to, resulting from or arising out of, or in connection with any:

a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered

The premium includes the Government Terrorism Levy, if applicable.

As per QM562-0725

## Schedule of Insurance



| | | | |
|---|---|---|---|
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| | | **Our Ref:** | 64552 |

The above schedule is only a brief summary of the cover provided by your policy and does not, nor is it intended to provide full details of policy terms, conditions, endorsements, exclusions or excesses.
**PLEASE READ THE POLICY**. Contact our office if there is anything you do not understand or wish to query

### Important Information

Please read the following important information. Contact your Broker if there is anything you do not understand, or if you have any questions.

**DUTY OF DISCLOSURE/ DUTY NOT TO MAKE A MISREPRESENTATION**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.
For Personal, Domestic and Household insurance contracts, you have an additional duty to take reasonable care not to make a misrepresentation to the insurer. To ensure you meet your duty, your responses to the insurers' questions must be truthful, accurate and complete.

**IF YOU DO NOT TELL THE INSURER SOMETHING**

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

**UNDER INSURANCE**

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

**INSURING THE INTEREST OF OTHER PARTIES**

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

**CLAIMS MADE POLICIES**

Some policies (for example, professional indemnity insurance) are "claims made" policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a "retroactive date. In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim to the Insurers without delay after they come to your attention and before the policy expires.

**COOLING OFF**

All Retail Products are subject to a "cooling off period" of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable.

**CANCELLATION OF YOUR POLICY.**

If there is a refund or reduction of your premium as the result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain our commission or charge you a cancellation fee equal to the reduction in commission. We will also retain any adviser fee we have charged you.

**PREMIUM FUNDING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request. Please note that should the insurance policy be cancelled, before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a

| | | | |
|---|---|---|---|
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| | | **Our Ref:** | 64552 |

policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.
The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above."

**CREDIT TERMS & PAYMENT**
Unless agreed otherwise, Credit Terms are strictly in accordance with the period specified on the invoice, if you fail to pay the full premium within the agreed period your cover will lapse. The insurer will be entitled to a premium for the time held covered but you will be uninsured from the date your cover was cancelled.

**PRIVACY**
We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement by visiting www.pscconnect.com.au/privacy or upon request.

## PAYMENT OPTIONS ( New Business & Renewal Invoices)

***DEFT** Payment systems - DEFT is a service of Macquarie Bank*

**Internet** 💻

Pay over the internet from your credit card at: www.deft.com.au

PSC Connect accepts Mastercard, Visa, American Express and Diners club Cards*

***Payments by credit card will attract a surcharge**

**BPAY**

Contact your participating bank, credit union or building society to make a payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of the invoice.

## Schedule of Insurance



| | | | |
|---|---|---|---|
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### Insurance Risks Checklist

Risks may be uninsured for a number of reasons, including:

- **Self-Insurance -** This is where you have elected NOT to insure certain risks. You will be responsible to cover all the losses yourself.
- **Under Insurance**: If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
- **A Policy Deductible / Excess** – You must bear the first part of the loss up to the amount of the excess.
- **Inadequate Loss Limits**: If the sum insured is less than the amount of your exposure, any loss in excess of the sum insured will not be insured.
- **Excluded Perils**: Some policies exclude certain perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance protection may be needed.
Please note this list includes covers that you may have already purchased.

- **Flood:** 'Flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.
- **Cyber Insurance:** First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability**: This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption**: The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.

All these covers may not apply to your circumstances. However, as a business can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs. Please contact your Adviser if you require any additional information.

**Property/Asset Protection**
- Burglary/Theft
- Business Interruption
- Business package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee/Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

**Liability**
- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability
- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

**Marine**
- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

**Machinery & Electronic Equipment**
- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment/ Breakdown
- Machinery Breakdown & Business Interruption

**Commercial Motor**
- Heavy Motor / Machinery
- Motor Vehicle
- Motor Vehicle downtime

**Construction**
- Advanced Profits
- Construction Risks and Liability
- Contract Works

**Personnel**
- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

**Domestic**
- Home – Building & Contents
- Landlords
- Strata
- Motor/Boat
- Caravan/Trailer

## Schedule of Insurance



| | | | |
|---|---|---|---|
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Any general advice in this document does not take into account your personal objectives, financial situation and needs. Please read the relevant Product Disclosure Statement/Policy Wording before acquiring any product mentioned in this document.

# INSURANCE MANAGEMENT DISCLOSURE

Richardson Strata Management Services is committed to maintaining transparency and trust in all our dealings. In alignment with the Strata Community Association (SCA) Insurance Best Practice Guides, we provide full disclosure of all fees and commissions earned from insurance services. This document outlines the key elements of our insurance management process and the financial items disclosed.

## DISCLOSURE OF FINANCIAL ITEMS

The SCA Best Practice Guide recommends the disclosure of the following eight financial items as part of the strata insurance quotation and invoicing processes:

1. **BASE PREMIUM:** The premium quoted by the Underwriter to the Broker or Strata Manager (intermediary). The base premium may include commission. It can be further detailed as a base premium gross (includes commission) or base premium net (excludes commission).
2. **ESL OR FSL (EMERGENCY SERVICES LEVY OR FIRE SERVICES LEVY):** The amount added to a quotation or bill for strata insurance mandated by the local jurisdiction. If other mandatory government charges or fees are included in the billing jurisdiction, they should be listed here.
3. **STAMP DUTY:** A duty charged by all jurisdictional (state or territory) governments on all strata insurance policies, except for the Australian Capital Territory (ACT).
4. **UNDERWRITING AGENCY FEE:** A fee charged by the Underwriting Agency for work related to the placement of the strata insurance policy.
5. **BROKER FEE:** An amount added by the Broker to the invoice received from the Underwriter, included in the Broker's invoice to the Strata Company.
6. **GST (Goods and Services Tax):** An Australian/Federal Government tax charged on all components of the premium and other insurance charges, excluding Stamp Duty.
7. **COMMISSION:** The amount included within the base premium, paid or credited by the Underwriter to the Broker or Strata Manager.
8. **ALLOCATION OF STRATA INSURANCE REMUNERATION:** Details the sharing arrangement between the Strata Manager and Broker of total fees and/or commissions, expressed as a percentage and/or total dollar value.

## SCHEDULE OF INSURANCE – STRATA PLAN

The table below shows the disclosed financial items for the previous and current year:

| FINANCIAL ITEM | LAST YEAR 20.09.2024 – 20.09.2025 | | THIS YEAR 20.09.2025 – 20.09.2026 | |
|---|---|---|---|---|
| BASE PREMIUM | $133,787 | $305 | $113,596 | $310 |
| ESL OR FSL | N/A | N/A | N/A | N/A |
| STAMP DUTY | $14,716 | $Nil | $12,495 | $Nil |
| UNDERWRITING AGENCY FEE | $150 | $Nil | $150 | $Nil |
| BROKER FEE | $18,000 | $100 | $18,900 | $110 |
| GST | $15,193 | $40 | $13,264 | $42 |
| TOTAL INSURANCE COSTS (INCL. GST) | $181,849 | $446 | $158,407 | $462 |
| COMMISSION | $Nil | $Nil | $Nil | $Nil |
| ALLOCATION OF STRATA INSURANCE REMUNERATION | $5,500 (SM-IMF)<br>$18,100 (Broker) | | $5,950 (SM-IMF)<br>$19,010 (Broker) | |
| TOTAL STRATA INSURANCE REMUNERATION | $23,600 | | $24,960 | |

## COMPULSORY INSURANCE COVER

We recognise the intricate nature of insurance legislation, and the compliance risks it poses. Your Strata Company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) ("Act") and Section 97 sets out the full insurance requirements. These requirements are insured under the current policy, details of which are shown on the attached Insurance documentation & Certificate of Currency.

## BUILDINGS, FIXTURES, AND IMPROVEMENTS

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

## PUBLIC LIABILITY

In the case of public liability risks, the minimum amount under the Act is $10 million. Many Strata Companies now insure for a minimum of $20 million in Residential Schemes and up to $50 million where there is any commercial use of lots or common property. We recommend that the Strata Scheme review this.

## WORKERS COMPENSATION

Workers' compensation insurance is a mandatory requirement for strata buildings in Western Australia, and this has been duly factored into and included in your policy.

## DISCRETIONARY INSURANCE COVER

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

## DISCLOSURE OF INSURANCE-RELATED DEFECTS

If in acting as Strata Managers, we are notified of an insurance related defect and as agent or distributor we are required to disclose the defect to the insurer, we will not neglect our duty/responsibility based on advice from the Council of a Strata Company not to notify the insurer of the defect.

## IMPORTANT NOTICE

When seeking and comparing your existing policy with other quotations, ensure there is a 'like for like' comparison to avoid any reduction in cover or increase in risk for the Strata Company and its owners. For more information, please speak to your Strata Manager or your Broker.

## GENERAL ADVICE WARNING

The above information is not personal advice. This advice is general only, and before making a decision to insure, the Product Disclosure Statement and Financials Services Guide should be carefully reviewed, which are held as part of the records of the Strata Company.

## DECLARING A SHAREHOLDING IN ANOTHER BUSINESS

K Richardson, R Murphy, and K Murphy, Directors of Richardson Strata Management Services (RSM Strata Investments Pty Ltd) is related by a separate entity and are minor shareholders in Lync Insurance Brokers Pty Ltd.

Lync Insurance Brokers Pty Ltd is not directly affiliated with Richardson Strata Management Services (RSM Strata Investments Pty Ltd).

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Proposed Budget

**Financial Period**
**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON
### Administrative Fund

| | Proposed Budget 01/12/25 - 30/11/26 | Actual 01/12/24 - 30/11/25 | Accepted Budget 01/12/24 - 30/11/25 |
|---|---|---|---|
| **Income** | | | |
| **Debt Collection Recoveries** | | | |
| Debt Collection Recoveries | $0.00 | $529.09 | $0.00 |
| **Interest** | | | |
| Interest On Levy Arrears | $0.00 | $360.48 | $0.00 |
| **Levy Income** | | | |
| Levies Due* | $780,000.00 | $727,273.04 | $800,000.00 |
| **Other Income** | | | |
| Security Remote / Tag Purchase | $0.00 | $1,145.41 | $0.00 |
| Status Certificate Fees* | $0.00 | $1,680.00 | $0.00 |
| **Total Income** | **$780,000.00** | **$730,988.02** | **$800,000.00** |
| **Expenses** | | | |
| **Accounting, Taxation & Banking** | | | |
| BAS / GST Preparation | $400.00 | $400.00 | $400.00 |
| Accounting | $150.00 | $0.00 | $150.00 |
| **Air Conditioning** | | | |
| Airconditioning Maintenance | $10,000.00 | $11,499.94 | $10,000.00 |
| **Building Administration** | | | |
| Retrieval & Storage | $144.00 | $144.00 | $144.00 |
| Management Fees - Standard | $22,512.73 | $21,369.68 | $21,500.00 |
| Management Fees - Non Standard | $200.00 | $80.00 | $400.00 |
| Meeting Fee | $150.00 | $75.00 | $150.00 |
| Postage & Petties | $200.00 | $220.87 | $200.00 |
| Debt Collection | $0.00 | $529.09 | $0.00 |
| Portal Access | $400.00 | $300.00 | $300.00 |
| Creditor Compliance | $400.00 | $300.00 | $300.00 |
| Travel Expenses | $1,500.00 | $0.00 | $1,500.00 |
| **Building General** | | | |
| Gym Equipment | $2,500.00 | $1,045.00 | $2,500.00 |
| **Building General Contract** | | | |
| Building Management * | $232,000.00 | $234,479.84 | $232,000.00 |
| **Cleaning** | | | |
| Cleaning/Gardening Contract | $20,000.00 | $19,892.94 | $19,500.00 |
| **Electrical** | | | |
| Electrical - General | $12,000.00 | $12,102.05 | $12,000.00 |
| Thermal Scan | $1,600.00 | $1,570.00 | $1,600.00 |
| **Fire Control Contract** | | | |
| Fire Protection Contract | $13,000.00 | $12,432.44 | $13,000.00 |
| Fire Equipment Repairs/Replacement | $12,000.00 | $10,215.50 | $12,000.00 |
| **Garden & Grounds** | | | |
| Plants | $1,600.00 | $0.00 | $1,600.00 |

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Proposed Budget

**Financial Period**
**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

### Administrative Fund

| | Proposed Budget 01/12/25 - 30/11/26 | Actual 01/12/24 - 30/11/25 | Accepted Budget 01/12/24 - 30/11/25 |
|---|---|---|---|
| **Insurance** | | | |
| Premiums | $148,000.00 | $133,066.72 | $180,000.00 |
| Stamp Duty | $14,500.00 | $12,495.61 | $18,000.00 |
| Insurance - Annual Management Fee | $5,409.09 | $5,409.09 | $5,000.00 |
| **Lift Maintenance Contract** | | | |
| Lift Contract | $22,000.00 | $21,763.50 | $21,400.00 |
| **Lift Repairs** | | | |
| Lift Repairs | $5,000.00 | $3,932.18 | $5,000.00 |
| **Maintenance & Repairs** | | | |
| General Repairs | $28,000.00 | $13,152.73 | $40,000.00 |
| Shade Sails | $5,000.00 | $0.00 | $5,000.00 |
| Floor Tile Cleaning | $12,000.00 | $0.00 | $12,000.00 |
| Outdoor Furniture | $6,000.00 | $0.00 | $4,000.00 |
| **Pest Control** | | | |
| Pest Control* | $4,000.00 | $2,700.00 | $4,000.00 |
| **Plumbing** | | | |
| Plumbing & Drainage | $30,000.00 | $9,318.10 | $16,000.00 |
| HWS Repairs & Replacements | $4,000.00 | $156.25 | $10,000.00 |
| **Pool Area, Gym & General Amenities Contract** | | | |
| Pool Servicing | $14,000.00 | $13,388.74 | $14,000.00 |
| Pool Cleaner | $3,500.00 | $0.00 | $0.00 |
| **Security & Intercom** | | | |
| Telephone Charges | $3,200.00 | $3,902.71 | $3,200.00 |
| **Electricity** | | | |
| Electricity* | $116,000.00 | $115,544.72 | $115,000.00 |
| **Water** | | | |
| Water Consumption* | $22,000.00 | $33,831.63 | $18,000.00 |
| **Miscellaneous** | | | |
| Status Certificate Fees Paid | $0.00 | $1,680.00 | $0.00 |
| Transfer To Reserve Fund | $120,000.00 | $0.00 | $0.00 |
| **Total Expenses** | **$893,365.82** | **$696,998.33** | **$799,844.00** |
| GST | $73,686.58 | | $76,384.40 |
| **Surplus / Deficit** | **($113,365.82)** | **$33,989.69** | **$156.00** |
| Opening Administrative Balance | $522,955.83 | $488,966.14 | $488,966.14 |
| **Administrative Fund Balance** | **$409,590.01** | **$522,955.83** | **$489,122.14** |
| Number of units of entitlement: | 1000 | | 1000 |
| Amount per unit of entitlement: | $780.00 | | $800.00 |

Report Date: 17th February 2026

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Proposed Budget

**Financial Period**
**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON
### Reserve Fund

| | Proposed Budget 01/12/25 - 30/11/26 | Actual 01/12/24 - 30/11/25 | Accepted Budget 01/12/24 - 30/11/25 |
|---|---|---|---|
| **Income** | | | |
| **Interest** | | | |
| Interest On Levy Arrears | $0.00 | $43.51 | $0.00 |
| **Levy Income** | | | |
| Levies Due* | $80,000.00 | $60,000.00 | $60,000.00 |
| **Other Income** | | | |
| Transfer From Admin Fund | $120,000.00 | $0.00 | $0.00 |
| **Total Income** | **$200,000.00** | **$60,043.51** | **$60,000.00** |
| **Expenses** | | | |
| **Building General** | | | |
| Balcony Repairs | $100,000.00 | $0.00 | $0.00 |
| **Fire Control** | | | |
| Fire Panel | $46,000.00 | $0.00 | $0.00 |
| **Garden & Grounds** | | | |
| Landscaping | $20,000.00 | $2,475.00 | $50,000.00 |
| Pedestrian Gates | $0.00 | $15,120.00 | $15,000.00 |
| Reticulation Repairs | $12,000.00 | $0.00 | $12,000.00 |
| **Maintenance & Repairs** | | | |
| Anchor Points | $6,000.00 | $44,721.07 | $45,000.00 |
| Fencing | $0.00 | $22,945.00 | $18,000.00 |
| Painting External | $100,000.00 | $2,740.00 | $100,000.00 |
| Pool Paving | $12,000.00 | $3,790.16 | $12,000.00 |
| Storeroom Doors | $30,000.00 | $0.00 | $30,000.00 |
| Roof Plumbing | $20,000.00 | $0.00 | $30,000.00 |
| Cyclone Damage - Under Excess | $50,000.00 | $0.00 | $50,000.00 |
| 10 Year Plan | $5,000.00 | $0.00 | $0.00 |
| **Total Expenses** | **$401,000.00** | **$91,791.23** | **$362,000.00** |
| GST | $37,100.00 | | $33,200.00 |
| **Surplus / Deficit** | **($201,000.00)** | **($31,747.72)** | **($302,000.00)** |
| Opening Reserve Balance | $461,365.76 | $493,113.48 | $493,113.48 |
| **Reserve Fund Balance** | **$260,365.76** | **$461,365.76** | **$191,113.48** |
| Number of units of entitlement: | 1000 | | 1000 |
| Amount per unit of entitlement: | $80.00 | | $60.00 |

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
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# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 2 | 4 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 3 | 3 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 4 | 2 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 5 | 15 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 6 | 18 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | 17 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 8 | 16 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 9 | 57 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 10 | 56 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 11 | 55 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 12 | 58 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13 | 71 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 14 | 70 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 15 | 69 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 16 | 72 | 11 | Administrative | 01/12/25 | $2,420.00 | 01/03/26 | $2,420.00 | 01/06/26 | $2,299.00 | 01/09/26 | $2,299.00 | $9,438.00 |
| | | | Reserve | 01/12/25 | $181.50 | 01/03/26 | $181.50 | 01/06/26 | $302.50 | 01/09/26 | $302.50 | $968.00 |
| | | | Total Due | | $2,601.50 | | $2,601.50 | | $2,601.50 | | $2,601.50 | $10,406.00 |
| 17 | 34 | 13 | Administrative | 01/12/25 | $2,860.00 | 01/03/26 | $2,860.00 | 01/06/26 | $2,717.00 | 01/09/26 | $2,717.00 | $11,154.00 |
| | | | Reserve | 01/12/25 | $214.50 | 01/03/26 | $214.50 | 01/06/26 | $357.50 | 01/09/26 | $357.50 | $1,144.00 |
| | | | Total Due | | $3,074.50 | | $3,074.50 | | $3,074.50 | | $3,074.50 | $12,298.00 |
| 18 | 33 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |



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# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 19 | 32 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 20 | 31 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 21 | 30 | 13 | Administrative | 01/12/25 | $2,860.00 | 01/03/26 | $2,860.00 | 01/06/26 | $2,717.00 | 01/09/26 | $2,717.00 | $11,154.00 |
| | | | Reserve | 01/12/25 | $214.50 | 01/03/26 | $214.50 | 01/06/26 | $357.50 | 01/09/26 | $357.50 | $1,144.00 |
| | | | Total Due | | $3,074.50 | | $3,074.50 | | $3,074.50 | | $3,074.50 | $12,298.00 |
| 22 | 29 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 23 | 5 | 13 | Administrative | 01/12/25 | $2,860.00 | 01/03/26 | $2,860.00 | 01/06/26 | $2,717.00 | 01/09/26 | $2,717.00 | $11,154.00 |
| | | | Reserve | 01/12/25 | $214.50 | 01/03/26 | $214.50 | 01/06/26 | $357.50 | 01/09/26 | $357.50 | $1,144.00 |
| | | | Total Due | | $3,074.50 | | $3,074.50 | | $3,074.50 | | $3,074.50 | $12,298.00 |
| 24 | 8 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



Docusign Envelope ID: 699790CF-70F7-810E-835F-6404AC71B258

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|---|---|---|---|---|---|---|---|---|
| 25 | 7 | 12 | Administrative | 01/12/25 $2,640.00 | 01/03/26 $2,640.00 | 01/06/26 $2,508.00 | 01/09/26 $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 $198.00 | 01/03/26 $198.00 | 01/06/26 $330.00 | 01/09/26 $330.00 | $1,056.00 |
| | | | Total Due | $2,838.00 | $2,838.00 | $2,838.00 | $2,838.00 | $11,352.00 |
| 26 | 6 | 12 | Administrative | 01/12/25 $2,640.00 | 01/03/26 $2,640.00 | 01/06/26 $2,508.00 | 01/09/26 $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 $198.00 | 01/03/26 $198.00 | 01/06/26 $330.00 | 01/09/26 $330.00 | $1,056.00 |
| | | | Total Due | $2,838.00 | $2,838.00 | $2,838.00 | $2,838.00 | $11,352.00 |
| 27 | 19 | 13 | Administrative | 01/12/25 $2,860.00 | 01/03/26 $2,860.00 | 01/06/26 $2,717.00 | 01/09/26 $2,717.00 | $11,154.00 |
| | | | Reserve | 01/12/25 $214.50 | 01/03/26 $214.50 | 01/06/26 $357.50 | 01/09/26 $357.50 | $1,144.00 |
| | | | Total Due | $3,074.50 | $3,074.50 | $3,074.50 | $3,074.50 | $12,298.00 |
| 28 | 22 | 12 | Administrative | 01/12/25 $2,640.00 | 01/03/26 $2,640.00 | 01/06/26 $2,508.00 | 01/09/26 $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 $198.00 | 01/03/26 $198.00 | 01/06/26 $330.00 | 01/09/26 $330.00 | $1,056.00 |
| | | | Total Due | $2,838.00 | $2,838.00 | $2,838.00 | $2,838.00 | $11,352.00 |
| 29 | 21 | 12 | Administrative | 01/12/25 $2,640.00 | 01/03/26 $2,640.00 | 01/06/26 $2,508.00 | 01/09/26 $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 $198.00 | 01/03/26 $198.00 | 01/06/26 $330.00 | 01/09/26 $330.00 | $1,056.00 |
| | | | Total Due | $2,838.00 | $2,838.00 | $2,838.00 | $2,838.00 | $11,352.00 |
| 30 | 20 | 12 | Administrative | 01/12/25 $2,640.00 | 01/03/26 $2,640.00 | 01/06/26 $2,508.00 | 01/09/26 $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 $198.00 | 01/03/26 $198.00 | 01/06/26 $330.00 | 01/09/26 $330.00 | $1,056.00 |
| | | | Total Due | $2,838.00 | $2,838.00 | $2,838.00 | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



Docusign Envelope ID: 699790CF-70F7-810E-835F-6404AC71B258

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 31 | 61 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 32 | 60 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 33 | 59 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 34 | 62 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 35 | 75 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 36 | 74 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



Docusign Envelope ID: 699790CF-70F7-810E-835F-6404AC71B258

Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 37 | 73 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 38 | 76 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 39 | 41 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 40 | 40 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 41 | 39 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 42 | 38 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 43 | 37 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 44 | 36 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 45 | 35 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 46 | 9 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 47 | 12 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 48 | 11 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 49 | 10 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 50 | 23 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 51 | 26 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 52 | 25 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 53 | 24 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 54 | 65 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 55 | 64 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 56 | 63 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 57 | 66 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 58 | 79 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 59 | 78 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 60 | 77 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 61 | 80 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 62 | 48 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |
| 63 | 47 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 64 | 46 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 65 | 45 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 66 | 44 | 14 | Administrative | 01/12/25 | $3,080.00 | 01/03/26 | $3,080.00 | 01/06/26 | $2,926.00 | 01/09/26 | $2,926.00 | $12,012.00 |
| | | | Reserve | 01/12/25 | $231.00 | 01/03/26 | $231.00 | 01/06/26 | $385.00 | 01/09/26 | $385.00 | $1,232.00 |
| | | | Total Due | | $3,311.00 | | $3,311.00 | | $3,311.00 | | $3,311.00 | $13,244.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 67 | 43 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 68 | 42 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 69 | 13 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 70 | 14 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 71 | 27 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 72 | 28 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |

Report Date: 17th February 2026



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 73 | 68 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 74 | 67 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 75 | 82 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 76 | 81 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 77 | 54 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 78 | 53 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |



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Richardson Strata Management Services
138 Burswood Road
Burswood WA 6100
Telephone: 9472 1833
Facsimile: 9355 5299

# Contribution Summary

**01/12/2025 - 30/11/2026**

## 64552
## 55 Gardugarli Drive BAYNTON

| Lot | Unit | UoE | Fund | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 79 | 52 | 16 | Administrative | 01/12/25 | $3,520.00 | 01/03/26 | $3,520.00 | 01/06/26 | $3,344.00 | 01/09/26 | $3,344.00 | $13,728.00 |
| | | | Reserve | 01/12/25 | $264.00 | 01/03/26 | $264.00 | 01/06/26 | $440.00 | 01/09/26 | $440.00 | $1,408.00 |
| | | | Total Due | | $3,784.00 | | $3,784.00 | | $3,784.00 | | $3,784.00 | $15,136.00 |
| 80 | 51 | 9 | Administrative | 01/12/25 | $1,980.00 | 01/03/26 | $1,980.00 | 01/06/26 | $1,881.00 | 01/09/26 | $1,881.00 | $7,722.00 |
| | | | Reserve | 01/12/25 | $148.50 | 01/03/26 | $148.50 | 01/06/26 | $247.50 | 01/09/26 | $247.50 | $792.00 |
| | | | Total Due | | $2,128.50 | | $2,128.50 | | $2,128.50 | | $2,128.50 | $8,514.00 |
| 81 | 50 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| 82 | 49 | 12 | Administrative | 01/12/25 | $2,640.00 | 01/03/26 | $2,640.00 | 01/06/26 | $2,508.00 | 01/09/26 | $2,508.00 | $10,296.00 |
| | | | Reserve | 01/12/25 | $198.00 | 01/03/26 | $198.00 | 01/06/26 | $330.00 | 01/09/26 | $330.00 | $1,056.00 |
| | | | Total Due | | $2,838.00 | | $2,838.00 | | $2,838.00 | | $2,838.00 | $11,352.00 |
| | | **1000** | **TOTAL** | | **$236,500.00** | | **$236,500.00** | | **$236,500.00** | | **$236,500.00** | **$946,000.00** |



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# Baynton Apartments Strata Plan 64552

## Nomination for Election to Council- AGM

**1. Proprietor/s nominating him or herself, a co-proprietor or in the case of a corporate, itself.**

The Chairman
The Owners of Baynton Apartments Strata Plan 64552

I/we_____
being Co-proprietors/proprietor of lot ___ hereby nominate (please print)

…….…… (name of the person or corporate proprietor who is being nominated) as a candidate for election to the Council at the Annual General Meeting of the Strata Company to be held on Tuesday 10th March 2026 or at any adjournment thereof.

**Name/s of nominator/s** (please print)**:** **Signature/s of nominator/s:**

_____ _____

_____ _____

***Director/Secretary/Attorney/Officer/Agent***
**(*in the case of an incorporated proprietor, the signatory must delete those not applicable)**

Dated: _____

## Consent to Nomination for Election to Council

I/we _____
hereby advise that I/we consent to being nominated as a candidate for election to the Council of the Strata Company at the Annual General Meeting to be held on Tuesday 10th March 2026 (or at any adjournment thereof) and, if elected, to serve as a member of the Council.
Name: _____ (Please print) of lot: _____

Signature of Nominee: _____ Dated: _____
***Director/Secretary/Attorney/Officer/Agent***
**(*in the case of an incorporated proprietor, the nominee must delete those not applicable:)**

***Notes:***
*1. This form of nomination and consent to nomination must be in the hands of the Chairperson of the Annual General Meeting prior to the close of nominations for that election.*
*2. In the case of a **sole proprietor** written consent is only required if the candidate, being a natural person, is not personally present at the meeting.*
*3. In the case of **co-proprietors** of a lot the nomination must be in favour of one co-proprietor and signed by all co-proprietors, including the nominee.*
*4. In the case of a **corporate proprietor** the nomination and consent must be in writing and need to be signed by a properly authorised person.)*

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Richardson Strata Management Services

(08) 9472 1833
(08) 9355 5299
reception@richardsonstrata.com.au
138 Burswood Road, BURSWOOD
WA 6100
www.richardsonstrata.com.au

18 February 2026

Baynton Apartments
55 Gardugarli Drive
BAYNTON WA 6714

Dear Sir / Madam,

In accordance with Schedule 1, by law 8 (2)(a), we provide notice that a Council Meeting will be held directly after the completion of the General Meeting being held Tuesday 10th March 2026 at ZOOM ID: 85004945496; Passcode: 64552.

**AGENDA**

1. Appointment of Office Bearers
   - Chairperson
   - Secretary
   - Treasurer

2. Invoice Approval arrangements
   *Where possible, the treasurer should be responsible for approving payment of invoices for the Strata Company. Any alternative arrangements are to be clearly documented.*

3. Business Arising from Annual General Meeting

4. Any other business / Date for next Council Meeting

Closure of Meeting

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Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

# Certificate of Currency

## CHU Residential Strata Insurance Plan

| | |
|---|---|
| **Policy No** | **HU**0006113233 |
| **Policy Wording** | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| **Period of Insurance** | 20/09/2026 to 20/09/2027 at 4:00pm |
| **The Insured** | THE OWNERS OF BAYNTON APARTMENTS SP 64552 |
| **Situation** | 55 GARDUGARLI DRIVE BAYNTON WA 6714 |

## Sections

### Section 1 – Insured Property

Building: $63,559,864
Common Area Contents: $635,599
Loss of Rent & Temporary Accommodation (total payable): $9,533,979
Lot Owners' Fixtures and Improvements (per lot): $250,000

**Optional Extensions:**
Catastrophe Insurance Sum Insured: $19,067,959
- Extended Cover - Loss of Rent & Temporary Accommodation: $2,860,193
- Escalation in Cost of Temporary Accommodation: $953,397
- Cost of Removal, Storage and Evacuation: $953,397

Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: $20,000,000

### Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

### Section 4 – Fidelity Guarantee and Cyber

Fidelity Guarantee Sum Insured: $250,000
Cyber Sum Insured: $50,000

### Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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Legal Defence Expenses: $50,000

**Flood Cover is included.**

Date Printed 14/09/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0526 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.