

FOR SALE



Offers Above \$289,000

7 / 182-184 MIDDLETON ROAD, MIRA MAR



HOLIDAY UNIT INVESTMENT

- Very neat brick & Colorbond unit in well-maintained complex
- Ideally located for tourist attractions, beach and town
- Sold fully furnished and equipped, ready for short-term lets
- Owners may use up to three months a year; beautiful grounds
- Solid investment with very high occupancy and returns possible

Merrifield
REAL ESTATE

2 **1** **2** **157 m2**

Lee Stonell

0409 684 653

0898414022

lee@merrifield.com.au



Disclaimer: All details on the brochure are presented on the vendor's advice. Prospective purchasers should take necessary actions on their own behalf to satisfy themselves of the details of conditions, contents, fixtures and improvements in regards to this property.
Merrifield Real Estate Pty Ltd JR Stewart Trust T/A Merrifield Real Estate, 258 York Street, Albany WA 6330

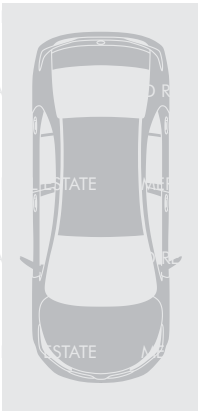
7 / 182-184 MIDDLETON ROAD, MIRA MAR



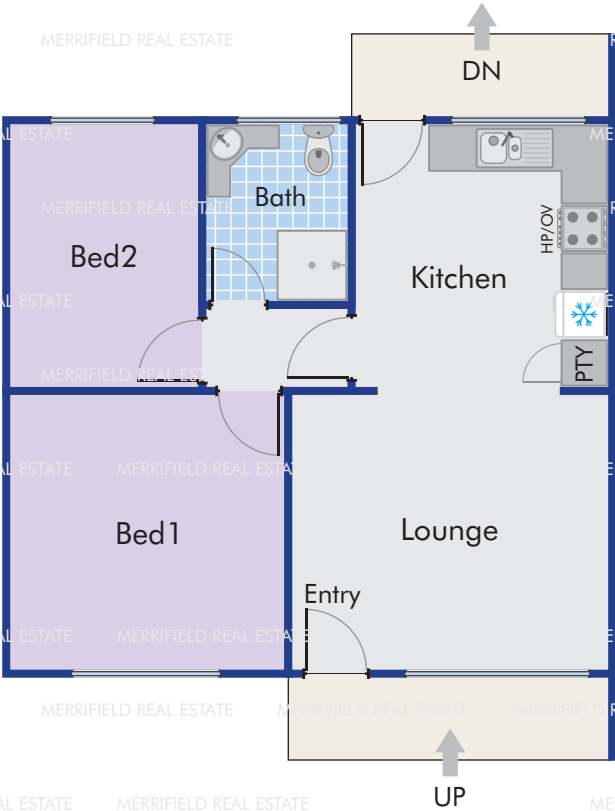
Specification

| | | | |
|---------------|------------------------|-----------------------|--------------------------|
| Asking Price | Offers Above \$289,000 | Land Size | 157 sqm |
| Bedrooms | 2 | Frontage | 8.23m |
| Bathrooms | 1 | Restrictive Covenants | See Certificate of Title |
| Toilets | 1 | Zoning | R25 |
| Parking | 2 | School Zone | Albany P.S / A.S.H.S |
| Sheds | N/A | Sewer | Connected |
| HWS | Instantaneous Gas | Water | Connected |
| Solar | N/A | Internet Connection | Available |
| Council Rates | \$1,383.00 | Building Construction | Brick & Colorbond |
| Water Rates | \$1,392.68 | Insulation | Unspecified |
| Strata Levies | \$2,894.40 | Built/Builder | 1970 |
| Weekly Rent | | BAL Assessment | N/A |
| Lease Expiry | N/A | Items not included | N/A |





Car Bay
(Not at Actual Position)



WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2694

576

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

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

BGRoberts

REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 4 ON STRATA PLAN 51082

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

R & T WAUGH PTY LTD OF 9 HOPE STREET COLLINGWOOD PARK WA 6330

(T N498760) REGISTERED 1/12/2016

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. N559866 CAVEAT BY THE REGISTRAR OF TITLES LODGED 21/2/2017.

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: SP51082
PREVIOUS TITLE: 2655-301
PROPERTY STREET ADDRESS: UNIT 7 182-184 MIDDLETON RD, MIRA MAR.
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY



N559866 C

21 Feb 2017 14:57:12 Midland



CAVEAT

Lodged by the Registrar of Titles

Completed

EXAMINED

NOTICES TO BE SENT:

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

REGISTRAR'S CAVEAT

DESCRIPTION OF LAND

LOT 4 ON STRATA PLAN 51082

EXTENT

WHOLE

VOLUME

2694

FOLIO

576

REGISTERED PROPRIETOR

R & T WAUGH PTY LTD OF 9 HOPE STREET COLLINGWOOD PARK WA 6330

THE REGISTRAR OF TITLES in order to protect the interests

OF THE BENEFICIARIES DISCLOSED IN THE DEED FILED IN DECLARATION OF TRUST N521362

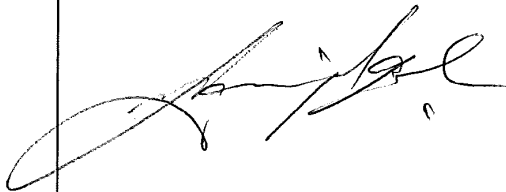
In the lands comprised in the Certificates of Title above described the registered proprietor of which is shown above, forbids the registration of any person as Transferee or Proprietor of, and of any instrument affecting the said estate for interest ABSOLUTELY and appoints The Registration Services Branch, Landgate, Midland Square, Midland, as the place at which notices and proceedings relating to this Caveat may be served.

Dated 21st

this day of February

Year 2017

In the presence of



Assistant Registrar of Titles



Officer, Landgate, Midland



Government of Western Australia
Department of Finance
Office of State Revenue

EV000355561 OTHER



Certificate of Duty

Transfer - General Rate

Under Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

| | | | |
|---------------------|-------------------|-------------------------|------------|
| Certificate Number: | 1027126338 | Certificate Issue Date: | 01-12-2016 |
| Bundle ID | 163201710 | Client Reference: | 16709 |
| Transaction Date: | 08-11-2016 | | |
| Dutiable Value: | \$163,000.00 | | |
| Duty: | \$4,484.00 | | |
| Penalty Tax: | \$0.00 | | |

Dutiable Transaction: Agreement To Transfer Dutiable Property

Description of Property

| | | | |
|-------------|---------------------|---------------|----------|
| Land in WA: | Lot 4, Strata 51082 | Volume/Folio: | 2694/576 |
|-------------|---------------------|---------------|----------|

Seller(s) / Transferor(s): ZAMBRA, HAROLD MARK
ZAMBRA, JULIE CATHERINE

Buyer(s) / Transferee(s): R & T WAUGH PTY LTD





Plan Legend (summary)

INFORMATION BROCHURE



This legend is provided to [Dial Before You Dig](#) users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from www.watercorporation.com.au. (Your business > Working near pipelines > Downloads)

WARNING - Plans may not show all pipes or associated equipment at a site, or their accurate location. **Pothole by hand** to verify asset location before using powered machinery.

WATER, SEWERAGE AND DRAINAGE PIPELINES

CRITICAL PIPELINE (thick line) EXTRA CAUTION REQUIRED

A risk assessment may be required if working near this pipe. Refer to your [Dial Before You Dig](#) information or call 131375.

Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.

P.M. pressure main

M.S. main sewer

R rising main (i.e. drainage pressure main)

Common material abbreviations:

AC asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged.

CI cast iron

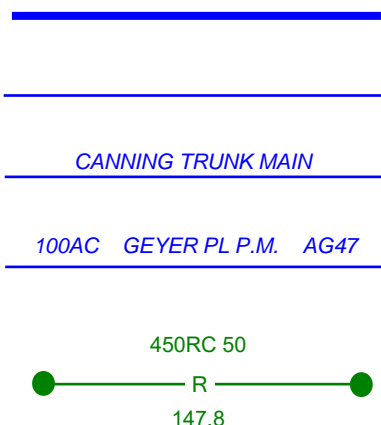
GRP glass reinforced plastic

P PVC - class follows pipe material (e.g. 100P-12)

RC reinforced concrete

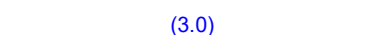
S steel

VC vitrified clay



NON-STANDARD ALIGNMENT

Pipes are not always located on standard alignments due to local conditions. (i.e. Other than 2.1 m for reticulation mains and 4.5 m for distribution mains.)



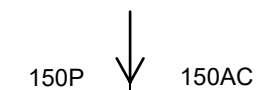
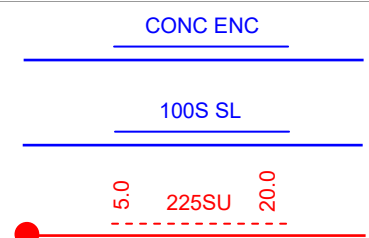
OTHER PIPE SYMBOLS

Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.



CONCRETE ENCASEMENT, SLEEVING AND TUNNELS

May be in different forms: steel, poured concrete, box sections, slabs.



CHANGE INDICATOR ARROW

Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).



PIPE OVERPASS

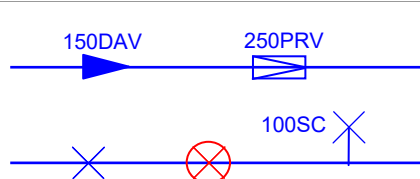
The overpass symbol indicates the shallower of the two pipes.



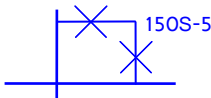
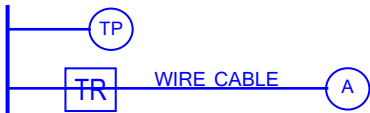





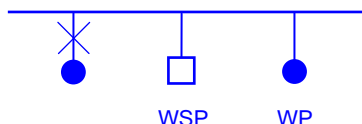
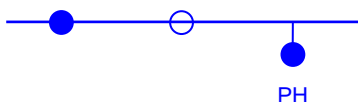
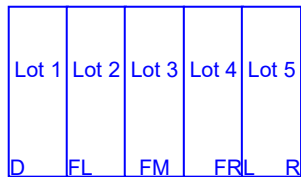




VALVES

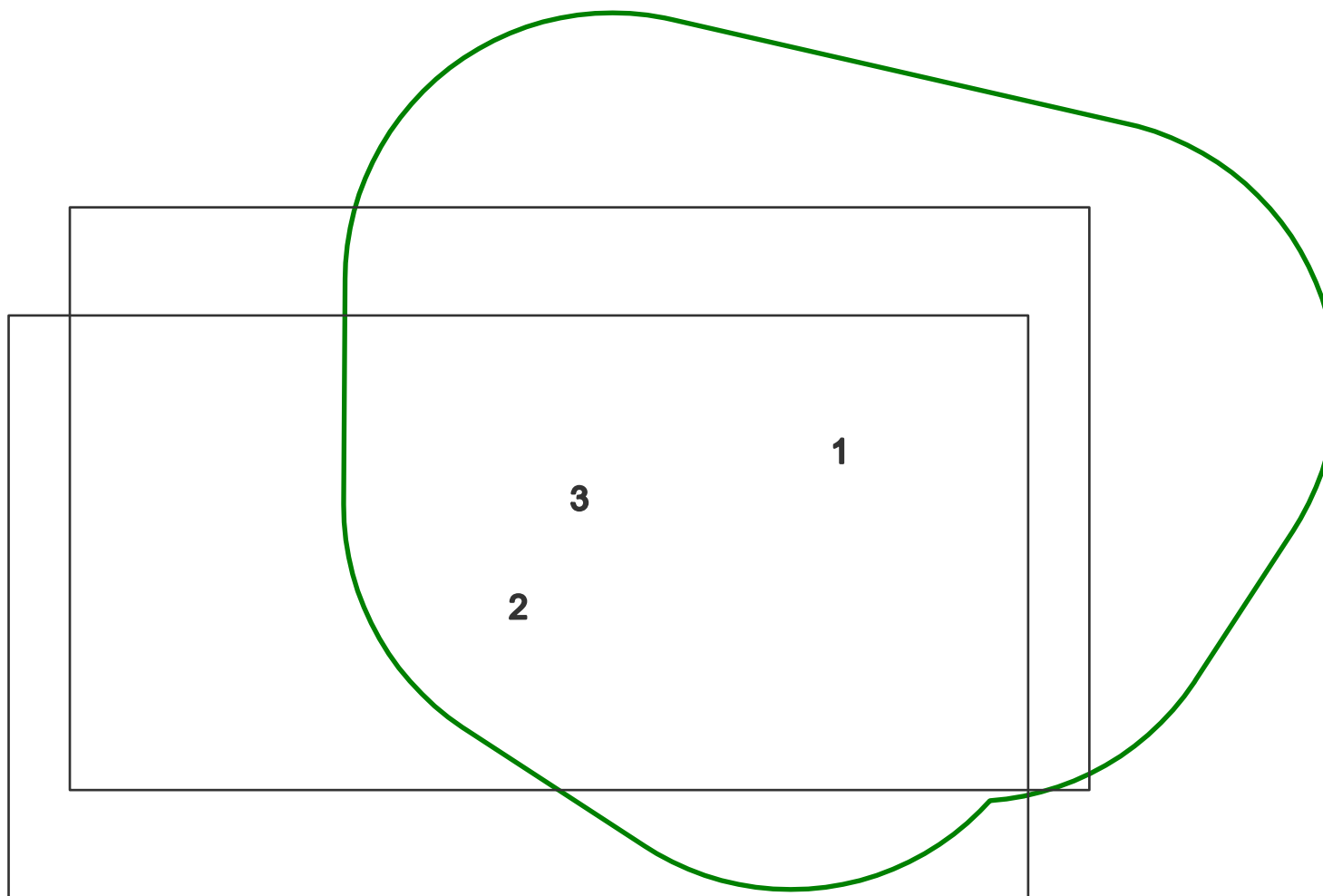
Many different valve types are in use. Valve may be in a pit or have a visible valve cover. There may be no surface indication.

Valves may be shallower than the main or offset from it. e.g. A scour valve (SC) may have a pipe coming away from main pipeline on the opposite side to that indicated on the plan.



| | |
|--|---|
|   | FIRE SERVICES 100 mm polythene domestic (DOMS) service FS Fire service FHS Fire hydrant service Hydrant may be visible external to the building. Even if not visible a substantial fire service may still be present. |
|  | PIPE BYPASS Bypass will not be on the same alignment as the main pipeline. |
|  | CATHODIC PROTECTION (CP) Buried CP equipment may be located some distance from the pipeline being protected interconnected by buried cable. All CP fittings may not be visible. A buried anode – various sizes and configurations TP test point - may be visible on a post or in-ground TR transformer rectifier |
|  | ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT NOTE: Opening any manhole or pit is dangerous and is prohibited. Below ground. May not be any visible signs at ground level or may be located in a pit. |
|  | WASTEWATER ACCESS CHAMBERS (MANHOLES) -- Manhole (shown not labelled) -- Tee or maintenance shaft (shown not labelled) MS maintenance shaft (labelled) WARNING: Opening any manhole or pit is dangerous and is prohibited. |
|  | WASTEWATER MANHOLE INFORMATION BOXES Square non-trafficable Do not drive vehicles over or place loads. Round trafficable In general if not located in the road treat as if non-trafficable. |
|  | HAZARDOUS MANHOLE Indicates a potential health hazard from risk of exposure to toxic waste. WARNING: Opening any manhole is dangerous and is prohibited. |
|  | FLOWMETER Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM) |
|  | STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP) May be located adjacent to mains. Usually there will be some visible indication. |
|  | Hydrant May not be visible. Hydrant Tee May not be visible. Pillar hydrant Visible |
|  | PRE-LAID SERVICES D Deferred FL Fully Prelaid Left FM Fully Prelaid Front Middle FR Fully Prelaid Right L Left R Right Code indicates on which side of a lot the water service is located: May be no visible indication at site. |
|  | SEWER OR DRAINAGE PUMP STATION Several pipes and a pressurised main will be in the vicinity. |
|  | OPEN CHANNEL OA Landscaped OE Normal Open Earth OF Open channel with flood levee OH Half Pipe OL Lined Channel OS Swale-Shallow Depression OW Natural Water Course Drainage structures, even if dry, must be kept clear of any obstruction such as sand stockpiles. |

Overview Map Only



Sequence No: 237997266

Map Tile:

Scale: 1:1537

© ATCO Gas Australia Pty Ltd

Job No: 36474311

Date: 16/04/2024

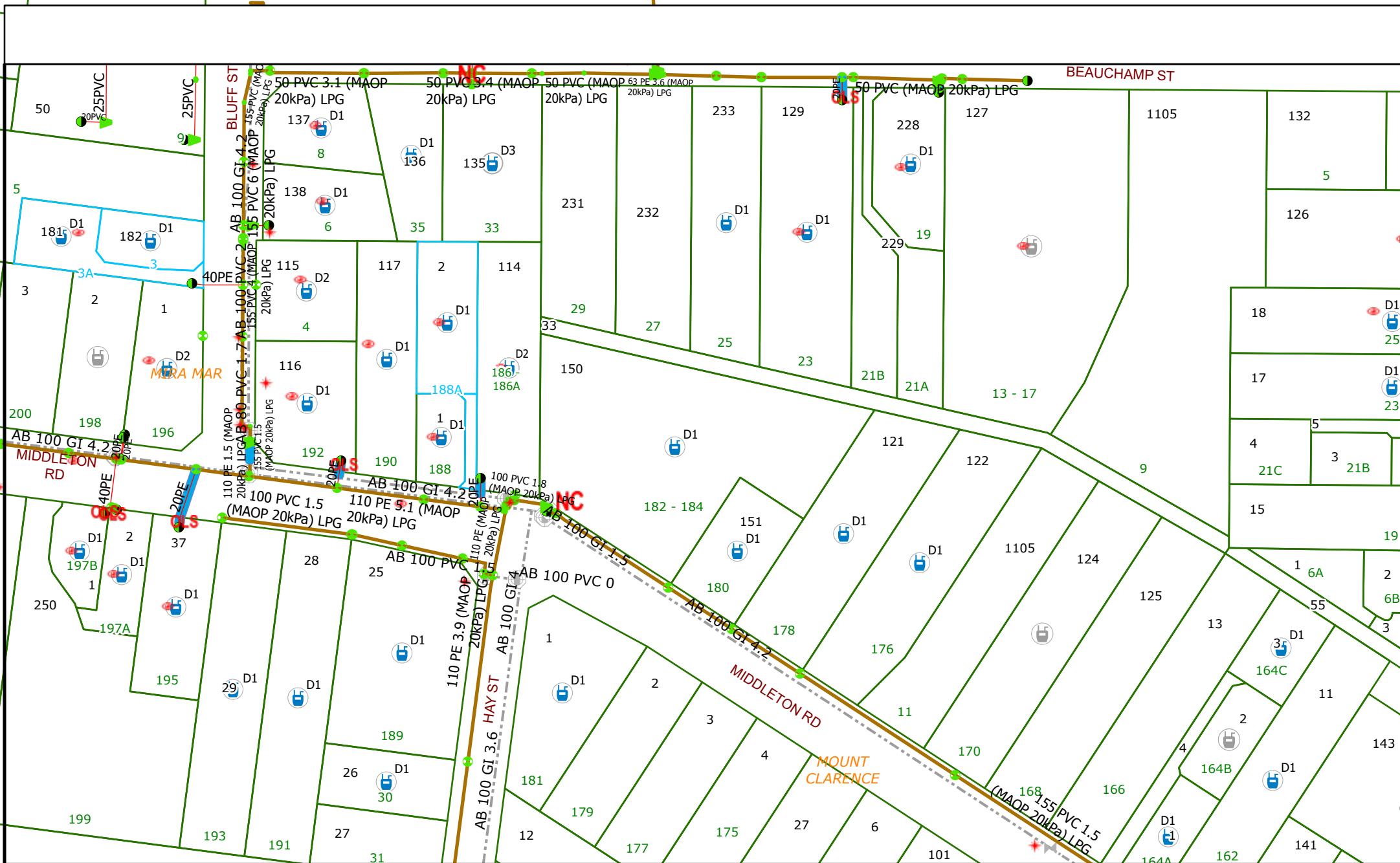
Location: Unit 7 182-184 Middleton Rd, Mira Mar 6330

ABN 90 089 531 975



Please read all **warnings**, conditions and information on the attached "Underground Asset Details" information sheet. This plan is issued subject to that information and those conditions and **warnings** (including, but not limited to, the "NO HOT WORKS" warning). Plans are current for only **30 days** from date of request, indicative only and not warranted to be accurate. It is your responsibility to carefully locate underground assets and follow safe work practises and procedures (eg pot-holing). ATCO Gas Australia will seek compensation for damage caused to assets.

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Sequence No: 237997266

Map Tile: 1

Scale: 1:1500

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ABN 90 089 531 975

Job No: 36474311

Date: 16/04/2024

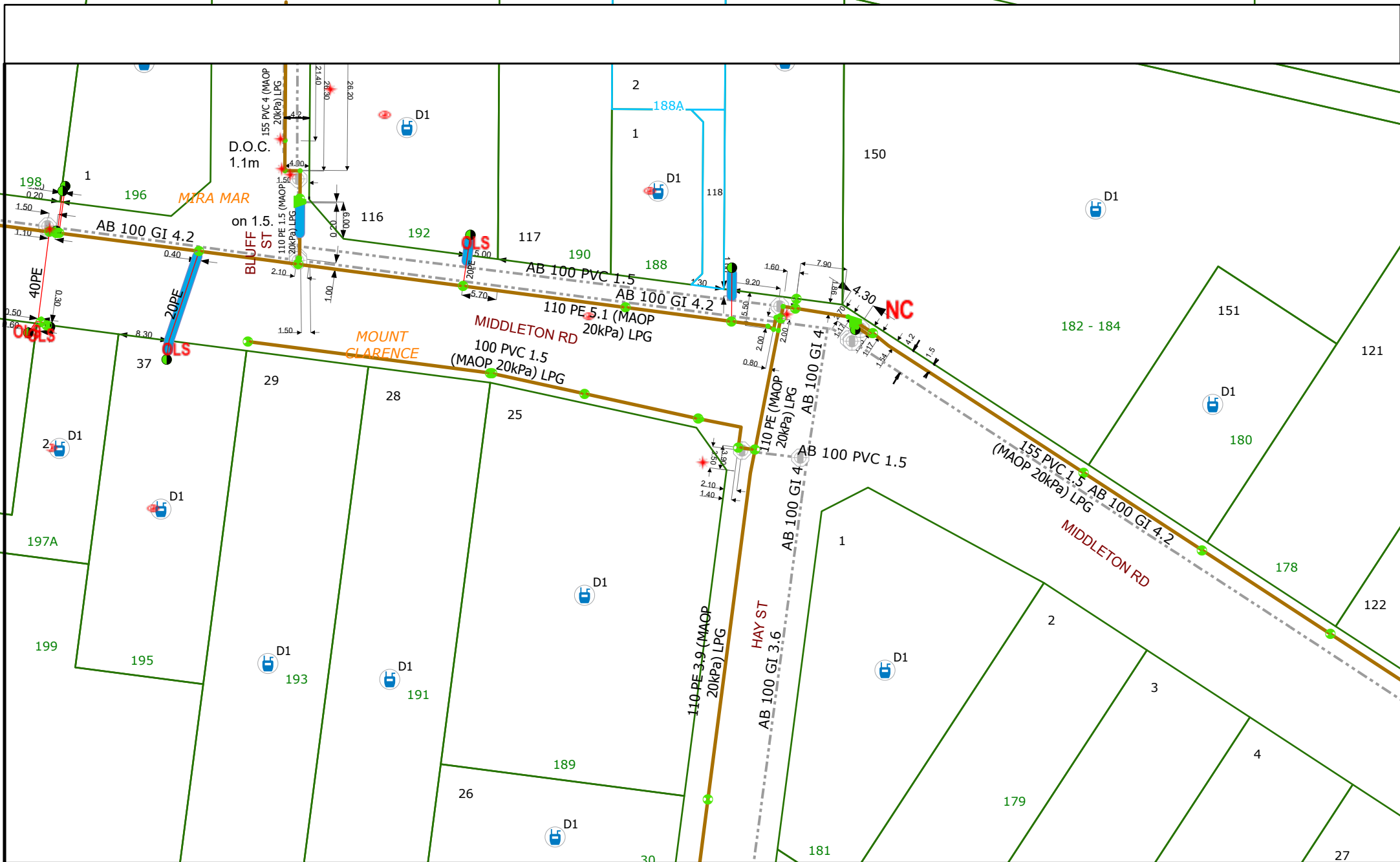
Location: Unit 7 182-184 Middleton Rd, Mira Mar 6330



ATCO

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Sequence No: 237997266

Map Tile: 2

Scale: 1:800

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ABN 90 089 531 975

Job No: 36474311

Date: 16/04/2024

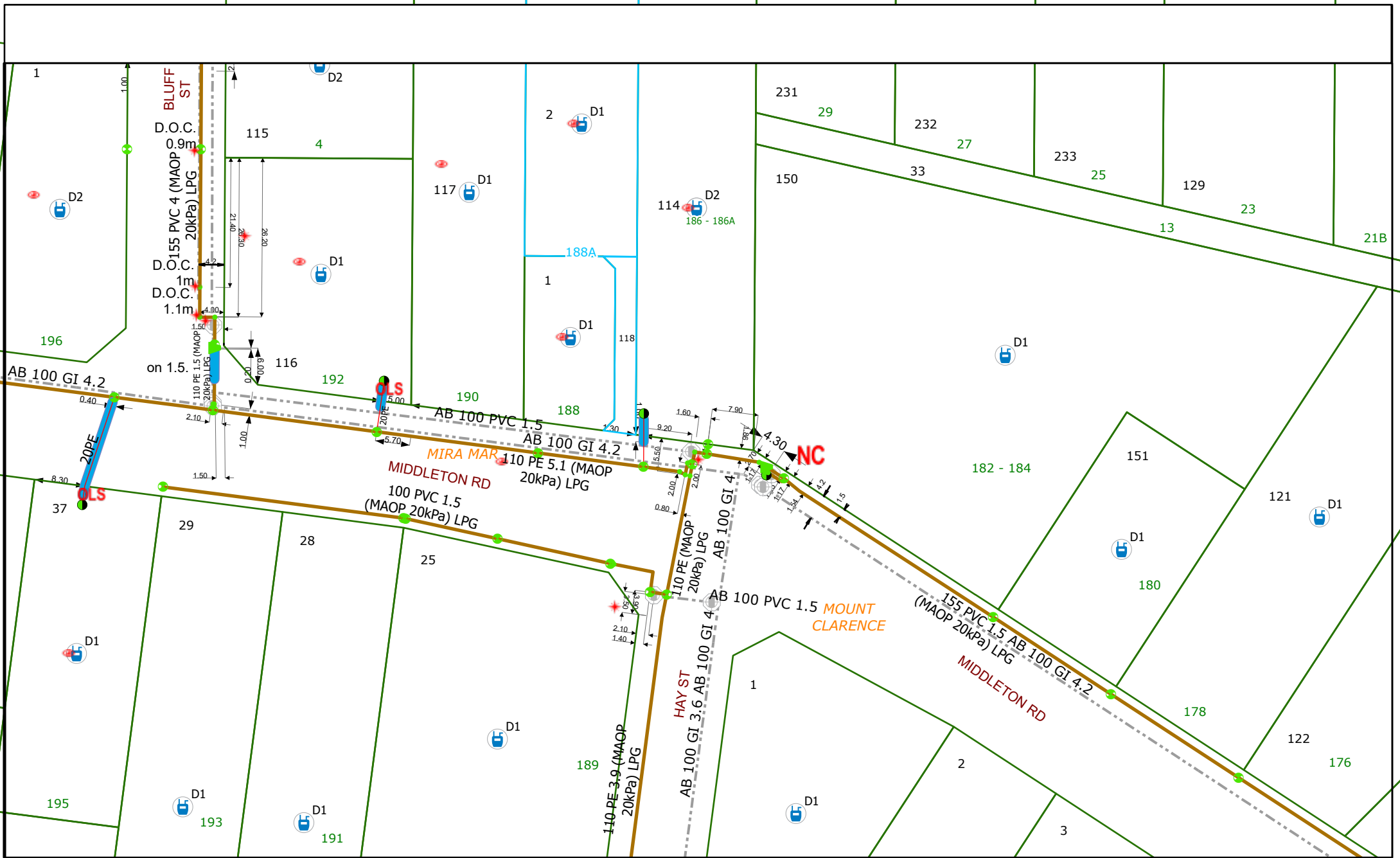
Location: Unit 7 182-184 Middleton Rd, Mira Mar 6330



ATCO

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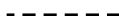

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SYMBOLS SHEET

GAS UTILITY NETWORK








EXISTING GAS NETWORK

-  Transmission Pipelines
-  Distribution Pipelines
-  Distribution Pipe MAOP 350kPa
-  Distribution Pipe MAOP 70kPa
-  Distribution Pipe MAOP 7kPa
-  Not Gassed (none)
-  Service Pipe





PROPOSED GAS NETWORK

-  Proposed Main
-  Common Trenching
-  Replacement Program



ABANDONED GAS NETWORK

-  Inactive / Removed Meter
-  Abandoned Fitting
-  Abandoned Valve
-  Abandoned Gas Main
-  Abandoned Fitting SOLD
-  Abandoned Valve SOLD
-  Abandoned Gas Main SOLD

COMPOUNDS

-  Gate Station
-  Pressure Reducing Station
-  L.P.G. Tank
-  Hydrogen Plant

VALVES

-  Isolation Valves
-  Service Valves






MONITORING DEVICES

-  Flow Monitoring Device
-  Pressure Monitoring Device



ASSOCIATED INFRASTRUCTURE

-  Associated Asset




DUCTS AND SLEEVES

-  Duct
-  Horizontal Boring
-  Sleeve
-  Road Crossing
-  Concrete Slabbing










REGULATOR SETS

-  Regulator Set
-  Boundary Regulator




DELIVERY POINTS

-  Meter
-  Interval Meter
-  Meter Set

PIPE JUNCTIONS














-  End Cap
-  Expansion Joint
-  Reducer
-  Tee
-  Transition
-  Weld
-  Monolithic Joint
-  Stoppie
-  Odorizer
-  Junctions

PROTECTION DEVICES



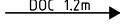
-  Test Point
-  Anode
-  Rectifier

FEATURES






FEATURE POINTS

-  Side Elevation
-  Obstacle
-  See Details
-  Not Connected
-  Gas Service
-  Sign
-  Offline Service
-  Linked Document
-  Pre-Laid Service
-  Pre-Laid Service Stairs
-  Pre-Laid Service Tee
-  Asset end on Building / Property Line
-  Asset ends on Direction Peg

FEATURE LINES

-  Reference Line
-  Gas Pit
-  Arrow Pointer

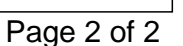
FEATURE POLYGONS

-  Proving Location
-  Pressure Upgrade
-  Not Gassed
-  Suburb
-  Local Government

Mains Cable Plan

The diagram illustrates the layout of mains cables and associated infrastructure. Key features include:

- Cable Routes:** Labeled with identifiers such as c12:M1-200, c7:M1-100, c12:M201-600, c2:M301-600, c7:M201-400, c7:M601-700, and C ALNC 701:Z01/J1-100.
- Manholes and Junctions:** Represented by circles labeled A100, A90, P100, and AAC15C.
- Technical Specifications:** Various codes like PIUT, CPFUT MBHJ, PIQL LW, PIQJ APJ, and 2DEAD are used to denote specific cable types or conditions.
- Distances and Slopes:** Numerical values (e.g., 13.7, 58.5, 65.8, 109.1, 24.4, 104.2) and slope indicators (e.g., 0.5 : 2.1) are provided along the cable segments.
- Infrastructure Labels:** ST (Street), MIDDLETON, and AE are visible.
- Warnings:** A warning symbol (G2) is present near the bottom right corner.





OPENING ELECTRONIC MAP ATTACHMENTS -

Telstra Cable Plans are generated automatically in either PDF or DWF file types, dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)

Autodesk Viewer (Browser) (<https://viewer.autodesk.com/>) or

Autodesk Design Review (<http://usa.autodesk.com/design-review/>) for DWF files. (Windows PC)



PDF Map Files (max size A3)

Adobe Acrobat Reader (<http://get.adobe.com/reader/>)



Telstra BYDA map related enquiries email

Telstra.Plans@team.telstra.com

1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: **13 22 03**

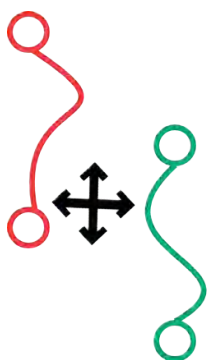
If you receive a message asking for a phone or account number say:

"I don't have one" then say "Report Damage" then press 1 to speak to an operator.



Telstra New Connections / Disconnections

13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).

NetworkIntegrity@team.telstra.com

<https://www.telstra.com.au/consumer-advice/digging-construction>

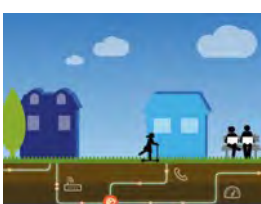


DBYD Certification

Certified Locating Organisation (CLO)

<https://dbydlocator.com/certified-locating-organisation/>

Please refer to attached Accredited Plant Locator.pdf



Telstra Smart Communities

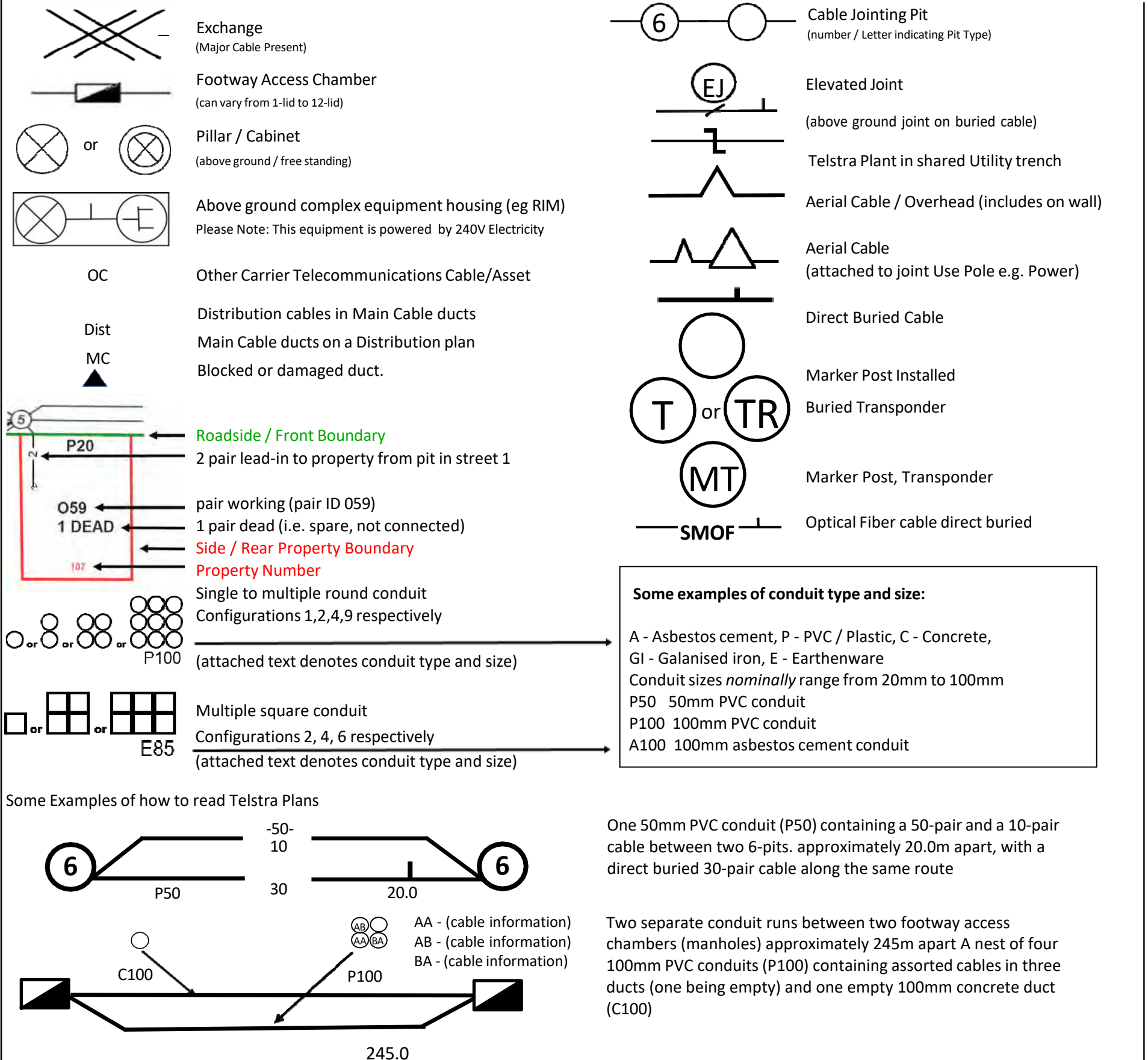
Information for new developments (developers, builders, homeowners)

<https://www.telstra.com.au/smart-community>


LEGEND



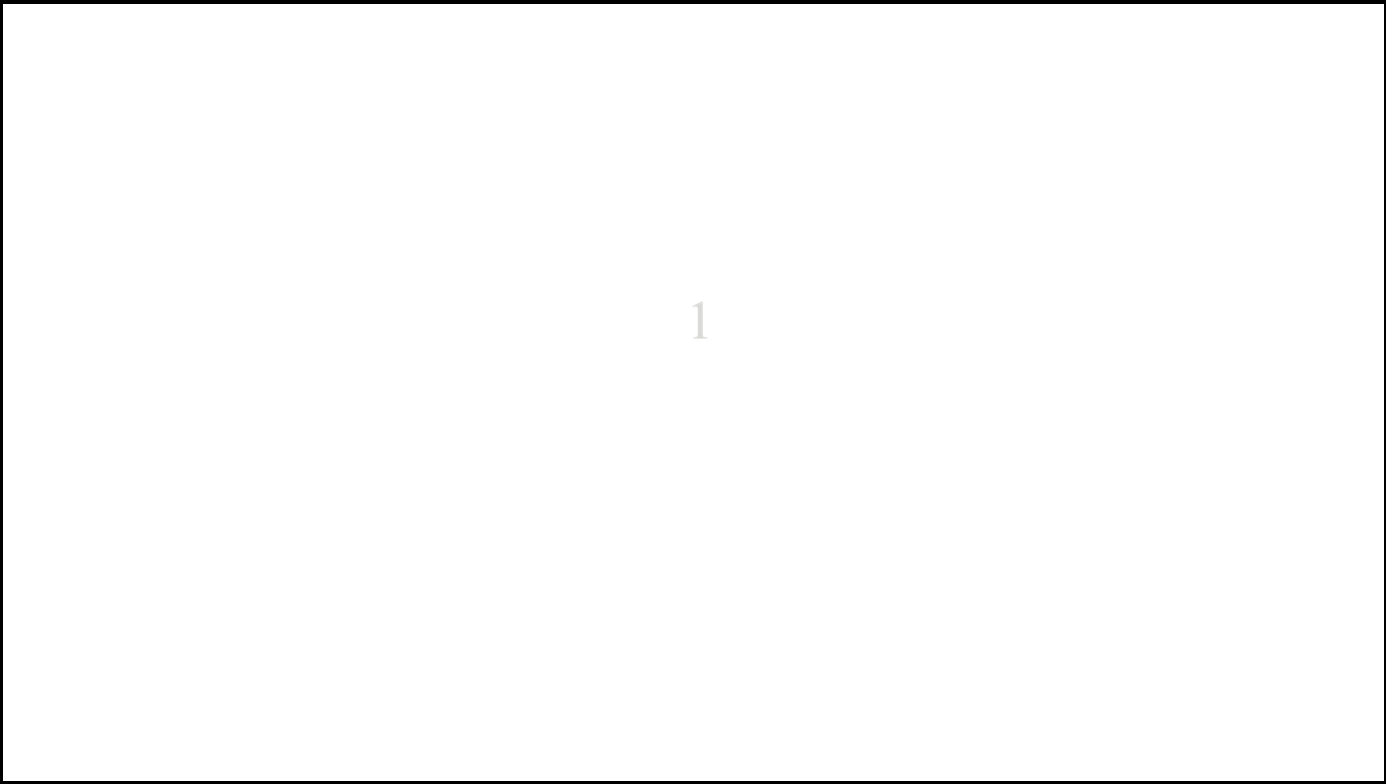
For more info contact a [Certified Locating Organisation](#) or Telstra Plan Services 1800 653 935



To: Shalea Wray
Phone: Not Supplied
Fax: Not Supplied
Email: marketing@merrifield.com.au

| | | |
|-----------------------------------|--|---|
| Dial before you dig Job #: | 36474311 |  |
| Sequence # | 237997267 | |
| Issue Date: | 16/04/2024 | |
| Location: | Unit 7 182-184 Middleton Rd , Mira Mar , WA , 6330 | |

Indicative Plans

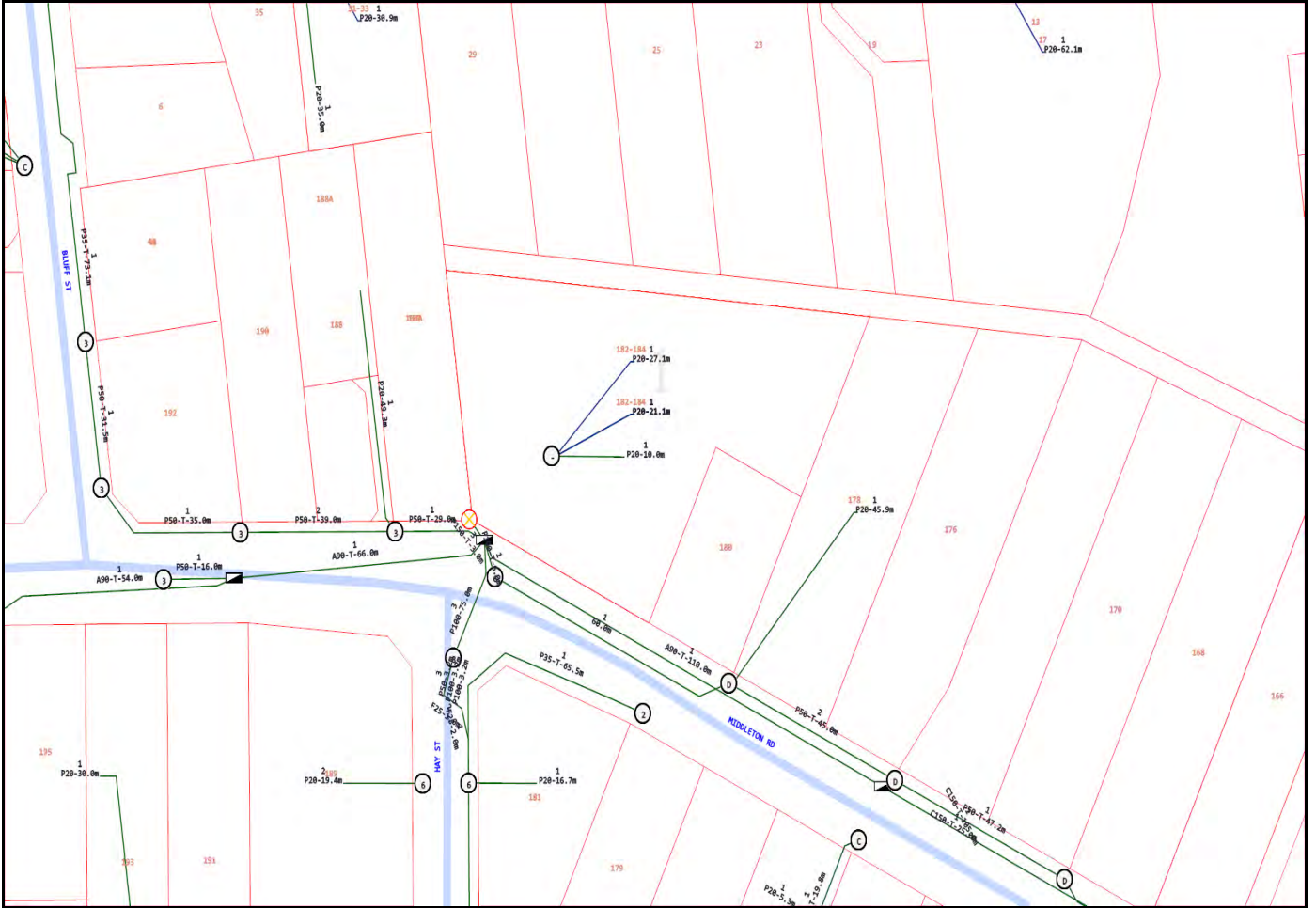




LEGEND



| | |
|-------|--|
| | Parcel and the location |
| | Pit with size "5" |
| | Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null. |
| | Manhole |
| | Pillar |
| | Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
| | 2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart. |
| | Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables. |
| | Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables. |
| | Trench containing any INSERVICE/CONSTRUCTED (Power) cables. |
| | Road and the street name "Broadway ST" |
| Scale | 0 20 40 60 Meters 1:2000 1 cm equals 20 m |



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

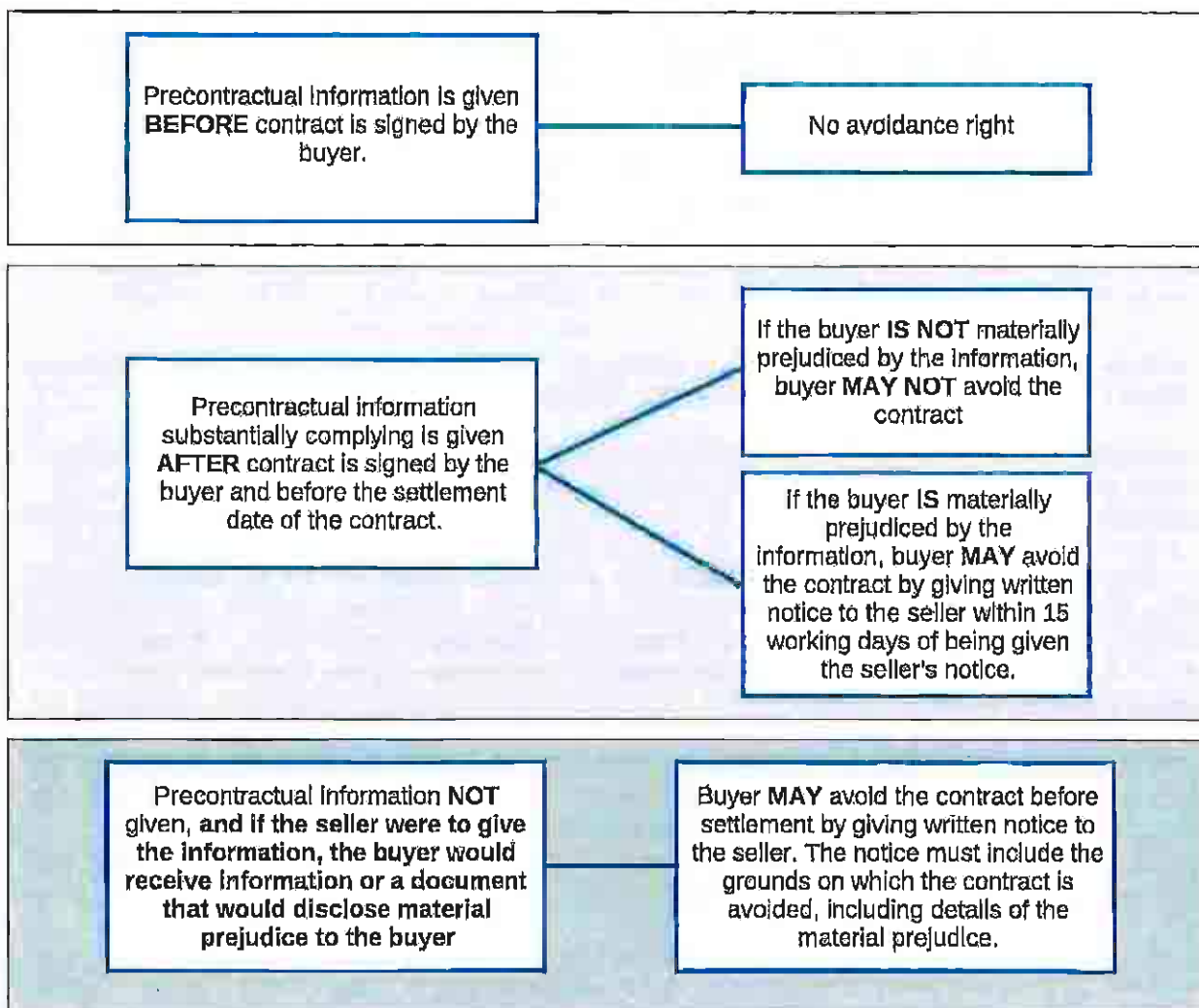
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance 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:



Avoidance rights for notifiable variations

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

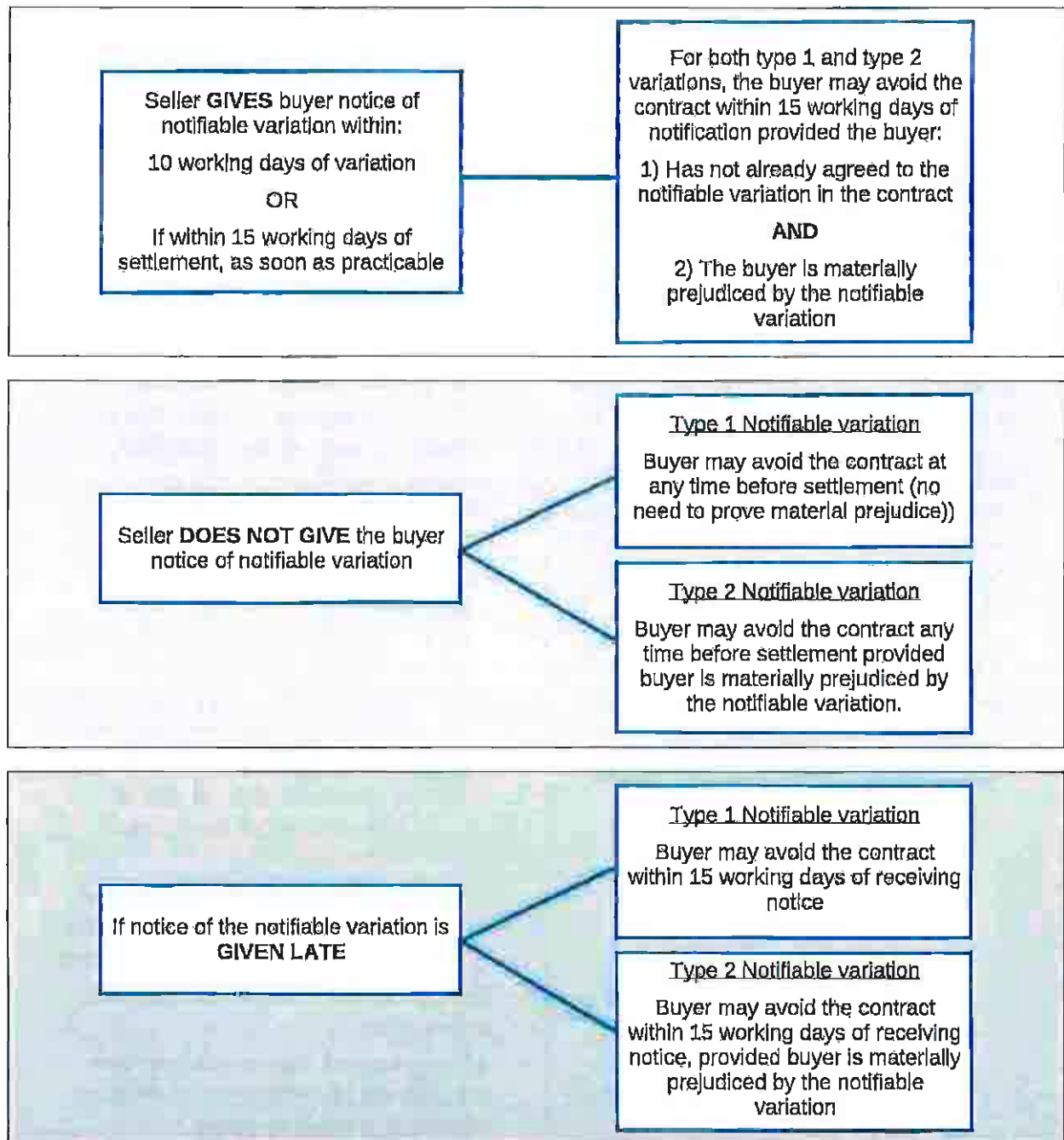
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name R & T Waugh Pty Ltd

Address 9 Hope Street, Collingwood Park W

Telephone/mobile 0438 741 048 Email rtwaugh@hotmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 182-184 Middleton Road, Mira Mar

Name of the strata company Owners of Strata Plan 51082

Address for service of the strata company (taken from scheme notice) 250 York Street, Albany WA 6330

Name of Strata Manager Merrifield Real Estate

Address of Strata Manager PO Box 1 Albany 6332

Telephone/Mobile 08 9841 4022 0498 688 820

Email selenia@merrifield.com.au

The status of the scheme is:

- ☐ proposed
- ☒ registered

The scheme type is:

- ☒ strata
- ☐ survey-strata

The tenure type is

- ☒ freehold
- ☐ leasehold

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

☐ no ☐ yes

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

☐ I / ☐ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature J. Waugh

Name R & T Waugh Pty Ltd

Date 15.4.24

Signature _____

Name _____

Date _____

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

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

☐ I / ☐ We¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☐ us¹.

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the 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

Additional comments: _____

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

☐ no ☐ yes

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit 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

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 _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

7/182-184 Middleton Road, Mira Mar

Lot 4 on scheme plan no. 51082

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

Voting right restrictions

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

☒ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

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

☒ no ☐ yes

If yes, please give details _____

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

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

☒ Contributions that have been determined within the previous 12 months

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

| | Actual (\$) | OR | Estimated (\$) 12 months after the proposed settlement date |
|-----------------------------|-------------|----|---|
| Administrative fund: | \$2,702.40 | | |
| Reserve fund: | \$192.00 | | |
| Other levy (attach details) | | | |

☒ Actual ☐ Estimated total contribution for the lot \$ 2,894.40

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

Due dates \$723.60 on 01/07/2023 \$723.60 on 01/10/2023

\$723.60 on 01/01/2024 \$723.60 on 01/04/2024

Strata levy/contributions/other debts owing

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

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

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).

A copy of the scheme plan showing the exact location and definition of the lot _____ 1

A copy of the scheme by-laws _____ 2

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

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

☐ If yes, they are included with this form _____

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

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme _____ 1

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

Additional comments: _____

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) _____ 3

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

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

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company _____ 4

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

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

* Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(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: _____

Strata Plan 51082

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 1 | 2694/573 | Registered | |
| 2 | 2694/574 | Registered | |
| 3 | 2694/575 | Registered | |
| 4 | 2694/576 | Registered | |
| 5 | 2694/577 | Registered | |
| 6 | 2694/578 | Registered | |
| 7 | 2694/579 | Registered | |
| 8 | 2694/580 | Registered | |
| 9 | 2694/581 | Registered | |
| 10 | 2694/582 | Registered | |



STRATA PLAN

51082

SHEET 2 OF 2 SHEETS

2008.04.10

14:31:07 +0800

DATE

LICENSED SURVEYOR

The stratum of the part lots 1 to 9, including the cubic space above and below the part lots comprising buildings, is limited between 5 metres below and 10 metres above the upper surface level of the lowest ground floor of the main building appurtenant to their corresponding Lot number, including where covered.

The stratum of Lot 10 extends between 5 metres below and 10 metres above the upper surface level of the lowest ground floor of the building erected on Lot 9.

All distances are from the external surfaces of walls, unless otherwise shown.

The boundaries of the lots or parts of the lots which are buildings shown on the Strata Plan are the external surfaces of those buildings, as provided by section 3AB of the *Strata Titles Act 1985*.

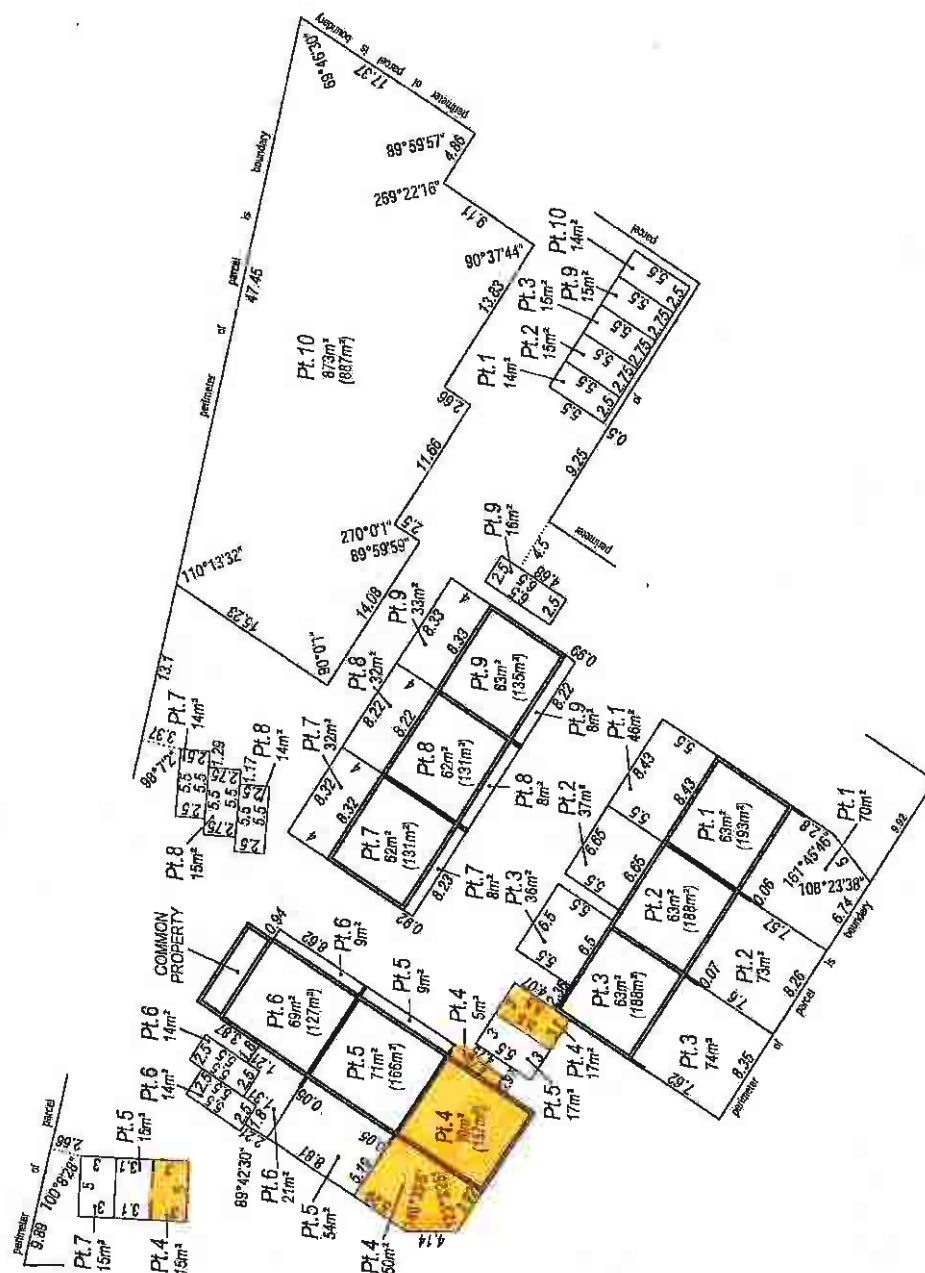
Where 2 lots have a common or party wall or have buildings on them which are joined, the centre plane of that wall, or the plane at which they are joined, is the boundary.

USE RESTRICTION

Pursuant to Section 6(1) of the *Strata Titles Act 1985*, Lots 1-10 incl. within this scheme are restricted as follows:

No person shall occupy any Tourist Accommodation unit for more than a total of 3 months in any 12 month period.

NOTE : All angles are 90° unless otherwise annotated.



0 5 10 15 20
SCALE = 1:400 @ A3
GROUND FLOOR PLAN

JOHN KINNAR & ASSOCIATES
Consulting Surveyors
224 STIRLING TERRACE
PO BOX 231
AUCKLAND 1141
PHONE (09) 89421351 FAX (09) 89421510
JCA REF: 81571 (09/05/2005)

| STRATA PLAN 51082 SHEET 1 OF 2 SHEETS | | AMENDMENT REPLACEMENT PLAN - AUDIT AMENDMENTS & AREA CHANGES | AUTHORISED BY J. KINNEN | DATE 02/04/08 |
|--|--|---|------------------------------|------------------|
| PLAN OF LOT 150 ON DP 55176 | CERTIFICATE OF TITLE VOL 2555 FOL 301 | LOCAL GOVERNMENT CITY OF ALBANY | INDEX PLAN BK26 (2) 12.05 | FIELD BOOK |
| SCALE 1 : 400 @ A3 | NAME OF SCHEME 182-184 MIDDLETON ROAD MIRA MAR | <div style="text-align: center;"> 114 D 10142 </div> | | |
| ADDRESS OF PARCEL 182-184 MIDDLETON ROAD MIRA MAR, WA, 6330 | MANAGEMENT STATEMENT YES <input checked="" type="radio"/> NO <input type="radio"/> | | | |
| LODGED DATE 21-Feb-08 FEE PAID \$711.00 ASSESS NO. 3520645 | CERTIFIED CORRECT COR. FILE 1710-2005/12 - Pg 33 IN-ORDER FOR DEALINGS SUBJECT TO FORM 7, Sec 12(b)(4) TLA, Sec 10A, Sec 6(1) SLA, Management Statement REGISTERED DATE 7-7-2008 FOR REGISTRAR OF TITLES | <div style="text-align: center;"> 114 D 10142 </div> | | |
| REGISTERED DATE 7-7-2008 FOR REGISTRAR OF TITLES | STRATA TITLES ACT 1985 CERTIFICATE OF GRANT 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)(a) of the Strata Title Act 1985 in the Strata Plan submitted on 1/14/06. | | | |
| LANDGATE 182-184 MIDDLETON ROAD MIRA MAR, WA 6330 PHONE 08 9442 3353 FAX 08 9442 1570 JSA REF 8757 / (08) 9442 225 | | SURVEYOR'S CERTIFICATE - Reg 54 J. KINNEN I, the undersigned, being a duly qualified and licensed surveyor, hereby certify that this plan is accurate and is a correct representation of the facts as shown on the ground. Dated this 8th day of February 2008. J. KINNEN LICENSED SURVEYOR | | |

| INTERESTS AND NOTIFICATIONS | | | | | | |
|-----------------------------|----------------------|----------------------------------|--------------|--------------------------|---------------------|----------------|
| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
| ③ | EASEMENT | SEC 187 OF THE P. & D. ACT REG 8 | DCC 4654/3 | COMMON PROPERTY | TOWN OF ALBANY | WATER PIPELINE |
| ④ | EASEMENT (SEWERAGE) | SEC 187 OF THE P. & D. ACT REG 8 | DP 55176 | LOT 10 & COMMON PROPERTY | WATER CORPORATION | |
| ⑤ | RIGHT OF CARRIAGEWAY | SEC 136C OF THE T.L.A. | DP 55176 | COMMON PROPERTY | LOT 151 ON DP 55176 | |
| Y-3 | RESTRICTIVE COVENANT | SEC 108B OF THE T.L.A. | DCC 4643/540 | LOTS 1, 2 & 3 | CITY OF ALBANY | |
| | NOTIFICATION | SEC 76A OF THE T.L.A. | DCC 4549/529 | LOT 10 | CITY OF ALBANY | |
| | USE RESTRICTION | SEC 8(1) OF THE S.T.A. | THIS PLAN | LOTS 1-10 | | |

33
P 6157

121
P 6157

151
DP 55176

114
D 10142

RESERVE

DRAIN

ROAD

MIDDLETON ROAD

ORIGINAL

STRATA PLAN 51082

NOTE : All angles are 90° unless otherwise annotated.

LOCATION PLAN

SCALE = 1:400 @ A3

JOHN KINNEN & ASSOCIATES
Consulting Surveyors
224 STEVENAGE
PO BOX 263
ALBANY WA 6331
PHONE 08 9442 3353 FAX 08 9442 1570
JSA REF 8757 / (08) 9442 225

FORM 3

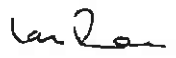
| STRATA PLAN No. | | | | 51082 | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 1 | 96 | 2694 | 573 | | | | |
| 2 | 96 | 2694 | 574 | | | | |
| 3 | 96 | 2694 | 575 | | | | |
| 4 | 96 | 2694 | 576 | | | | |
| 5 | 96 | 2694 | 577 | | | | |
| 6 | 96 | 2694 | 578 | | | | |
| 7 | 96 | 2694 | 579 | | | | |
| 8 | 96 | 2694 | 580 | | | | |
| 9 | 96 | 2694 | 581 | | | | |
| 10 | 136 | 2694 | 582 | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | Aggregate | 1,000 | | |

DESCRIPTION OF PARCEL AND BUILDING

9 Single Storey Residential Units and 1 Vacant Lot,
located on Lot 150 on DP 55176,
the Postal Address being
182-184 Middleton Road,
Mira Mar, WA 6330

CERTIFICATE OF LICENSED VALUER
STRATA

I, IAN RAE, 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.

 Ian Rae
2008.04.03 08:46:12
+08'00'

Licensed Valuer Date

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 51082

DESCRIPTION OF PARCEL & BUILDING

9 Residential Units and 1 Vacant Lot,
on Lot 150 on DP 55176,

CERTIFICATE OF LICENSED SURVEYOR

I, J. KINNEAR, 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.~~



2008.02.20 08:26:49
+09'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

FORM 7

Strata Titles Act 1985

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

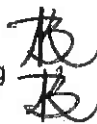
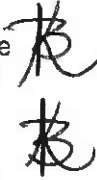

STRATA PLAN No. 51082

DESCRIPTION OF PARCEL & BUILDING

9 Residential Units and 1 Vacant Lot on
 Lot 150 on DP 55176
 The Postal Address Being
 182-184 Middleton Road, MIRA MAR, 6330

CERTIFICATE OF LOCAL GOVERNMENT

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

- (1) ~~*(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or~~ 
- *(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;
- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;
- (3)* ~~where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~ 
- (4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or
- ~~*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.~~ 

18 JUNE 2008

Date

*Delete if inapplicable

doc:\c\mydoc.admin\history.2007. local g.strata form 7


 CHIEF EXECUTIVE OFFICER
~~Shire / Town Clerk~~

(
 DELEGATED OFFICER - SECTION 23
 MANAGER BUILDING & HEALTH SERVICES)

Note: Entries may be affected by subsequent endorsements.

FORM 8

| ANNEXURE 'B' | | OF STRATA PLAN No. | 51082 | SCHEDULE OF ENCUMBRANCES ETC. | | | | REGISTRAR OF TITLES | | | |
|--------------|---------|---|--------|-------------------------------|----------------------------------|--------------|--------|---------------------|----------------------------------|------|--|
| Instrument | | Nature | Number | Regist'd | Signature of Registrar of Titles | Cancellation | | | Signature of Registrar of Titles | | |
| Nature | Number | | | | | Nature | Number | Regist'd | | Time | |
| EASEMENT | A659473 | EASEMENT TO TOWN OF ALBANY. SEE SKETCH ON STRATA | | 2.5.1973 | | | | | | | |
| | | PLAN 51082. | | | <i>Babcock's</i> | | | | | | |
| | | EASEMENT BURDEN CREATED UNDER SECTION 167 OF THE | | | | | | | | | |
| | | P & D ACT FOR SEWERAGE PURPOSES TO THE WATER | | | | | | | | | |
| | | CORPORATION - SEE STRATA PLAN 51082 AS CREATED ON | | | | | | | | | |
| | | DP 55176. | | | <i>Babcock's</i> | | | | | | |
| | | EASEMENT BURDEN CREATED UNDER SECTION 136C OF THE | | | | | | | | | |
| | | TLA FOR RIGHT OF CARRIAGEWAY PURPOSES - SEE STRATA | | | | | | | | | |
| | | PLAN 51082 AS CREATED ON DP 55176. | | | | | | | | | |
| STATEMENT | K648541 | MANAGEMENT STATEMENT. | | 7.7.08 | <i>Babcock's</i> | | | | | | |
| | | | | | <i>Babcock's</i> | | | | | | |
| COVENANT | K648540 | RESTRICTIVE COVENANT TO CITY OF ALBANY - SEE STRATA | | | | | | | | | |
| | | PLAN 51082 | | 7.7.08 | <i>Babcock's</i> | | | | | | |
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Note: Entries may be affected by subsequent endorsements.

FORM 25

Strata Titles Act 1985

Section 5C (1)

STRATA PLAN No. 51082

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
SKYLATIC HOLDINGS PTY LTD

(Description of parcel the subject of the plan) **LOT 150 ON DEPOSITED PLAN 55176
BEING WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 2655
FOLIO 301 .**

This management statement lodged or to be lodged with a strata plan in respect of the above land sets out the by-laws of the Strata Company or amendments to the by-laws contained in Schedule 1 and 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

1. The Schedule 1 by-laws are amended, repealed or added to as follows:-

The following by-laws are hereby added -

Definition - For the purposes of the Schedule 1 and 2 by-laws "proprietor" means the registered proprietor of a lot and his, her or its successors in title.

16. DEVELOPMENT OF EACH STRATA LOT

- (1) The development or redevelopment of each lot must comply with the development approval/s issued by the City of Albany or such alternative development approval/s as the City of Albany may grant, which complies with the requirements of the City of Albany's Town Planning Scheme.
- (2) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

17. THEME OF DEVELOPMENT

- (1) The strata scheme shall operate as a short stay tourist accommodation property. All lots shall be used in accordance with the City of Albany's Town Planning Scheme. The strata company shall at all times promote this objective.
- (2) The strata company shall manage the scheme to ensure the planning requirements of the City of Albany's Town Planning Scheme and the approved Development Application are met.
- (3) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

18. MANAGEMENT OF SHORT STAY ACCOMMODATION

- (1) The proprietors acknowledge and agree that the management of the lots that are used for short stay occupation are to be managed by an operator nominated by the strata company, and any replacement from time to time ("Manager").
- (2) The proprietors shall authorise the Manager to operate a letting service and provide facilities management services.
- (3) Except where compelling reasons dictate otherwise (for example, fraud, insolvency, material incompetence or the like by the Manager), the proprietors of the lots may only terminate an agreement with the Manager if they enter into a further agreement with another Manager that must contain substantially the same terms, conditions, delegation of responsibilities, duties and powers as were contained in the previous agreement.
- (4) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

19. LETTING SERVICE

- (1) The proprietors of the lots shall authorise the Manager to be the exclusive provider of the letting services for the lots and will enter into an agreement with the Manager that sets out the terms on which the Manager is appointed to let the lots.
- (2) The letting agreement between the Manager and a proprietor shall be on terms and conditions which operate to the mutual benefit of the proprietor and the Manager. The letting agreement is to regulate the management, control, use and enjoyment of each lot and the proprietors interest in the common property so as to maintain the standard of each lot for the benefit of all proprietors.
- (5) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

20. RECORDING AND COMPLIANCE WITH AGREEMENTS

- (1) Any agreements entered into, from time to time, between the proprietors of the lots and the Manager will be included as part of the strata company records.
- (2) Each proprietor shall be bound by and shall not do anything which constitutes a breach of the terms of any agreements between the proprietors and the Manager.
- (3) The Manager shall keep a register of all persons that occupy the lots including, proprietors, and guests and shall report to the strata company any person who contravenes the occupation limits. The strata company shall advise the City of Albany and Tourism W.A. of any breaches of this restriction.
- (4) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

21. STANDARD OF INTERNAL FURNISHINGS OF BUILDINGS

- (1) The Manager shall determine the acceptable standard of internal furnishings and an inventory of items that must be supplied by a proprietor for any lot that is to be available for short stay rental.
- (2) The proprietors shall:
 - (a) comply with the directions of the Manager given from time to time, with respect to the standard of internal furnishings, inventory items and the general presentation of the lot;
 - (b) ensure that all inventory items and furnishings meet the standards set by the Manager, are situated on the lot and maintained to a satisfactory standard;
 - (c) so long as each proprietor meets the standard of internal furnishings and inventory items set by the Manager each proprietor may install, add, replace or modify any of the furnishings or inventory items within the proprietor's lot.
- (3) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

22. SHORT TERM ACCOMMODATION RESTRICTIONS

- (1) The proprietors acknowledge and agree that the lots are subject to a planning restriction and that these lots can only be used for short stay accommodation. A proprietor, tenant or other occupier shall not be permitted to occupy a lot for a period greater than 3 calendar months out of every 12 months.
- (2) A proprietor shall not use or permit his, her or its lot to be used in such a manner as to be inconsistent with the City of Albany's Town Planning Scheme or future variations of this scheme.
- (3) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

23. COMMON PROPERTY AND INFRASTRUCTURE

- (1) A proprietor, occupier or other resident (including guests) shall be entitled to use any recreational facilities on the common property. The strata company shall be responsible for the maintenance, repair and replacement of all buildings, structures, utilities, services, landscaping, recreational facilities and other improvements located within and/or servicing the common property on the parcel.
- (2) Such items include, but are not limited to, all recreational facilities, vehicle and pedestrian access ways, thoroughfares, parking areas, paths, sewerage systems, drainage systems, water services, electrical wiring and switch systems, communication wiring and equipment, common lighting, fences, walls, lawns, gardens, trees, shrubs, plants, garden watering and the water reticulation system.
- (3) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

24. MAINTENANCE RESPONSIBILITIES OF LOT PROPRIETORS

- (1) It remains the responsibility of each lot proprietor to repair and maintain the interior and exterior of the building on his, her or its lot to a standard in keeping with all other lots on the parcel.
- (2) If a lot proprietor fails to maintain his, her or its lot or the building on the lot to a satisfactory standard, then the strata company may serve notice on the lot proprietor to carry out the required work to the required standard and, if the required works are not completed within 30 days from the date of service of the notice, then the strata company or its agents may enter upon the lot to carry out the required works and the account for the costs incurred shall be given to and paid by the lot proprietor within 14 days. In this regard, sections 38 and 39 of the Act shall apply.

25. INSURANCE OF PROPRIETORS' CONTENTS AND RESPONSIBILITIES:

Notwithstanding the building replacement insurance cover by the strata company, proprietors shall be responsible for their contents, loss of rent, vandalism or any other damage caused by the occupation of their lot, including fixtures, fittings, floor coverings, wall coverings, etc.

26. RESERVE FUND

The strata company shall administer a reserve fund in accordance with section 36 (2) of the Strata Titles Act 1985 for the purpose of accumulating funds to meet contingent expenses of the strata company likely to arise in the future including obligations in relation to the common property and facilities. The strata company shall review this contribution and may decide to allocate this money for other purposes.

27. GUESTS BOUND BY THE BY-LAWS

A proprietor's invitees, including, without limiting the generality of that term, any tenant, licensee or other guest or occupier, are bound by the strata company by-laws and each proprietor shall ensure that his, her or its invitees are made aware of the by-laws.

28. LOT 10 NOT OBLIGED TO CONTRIBUTE TO STRATA COMPANY LEVIES

In accordance with section 42B of the Act and whilst lot 10 is a vacant lot the proprietor shall only be required to contribute to the public liability component of the strata company insurance policy and the strata management fee. On completion of the buildings on lot the proprietor of lot 10 shall contribute to the strata company costs in the normal manner.

29. PROPOSED RE-SUBDIVISION OF LOT 10

The proprietor of lot 10 shall be permitted, subject to the necessary approvals and at its cost to re-subdivide lot 10 to create lots 11 to 15 in accordance with section 8A and in particular section 8A(a)(ii)(II) of the Act. The indicative form and content of the proposed strata plan of re-subdivision, proposed schedule of unit entitlement and proposed building plans is set out in the Annexures hereto;

'A' Proposed strata plan for the re-subdivision of lot 10 into lots 11 to 15;

'B' Licensed valuers certificate form 27 and the proposed unit entitlements for the strata plan of re-subdivision of lot 10;

'C' Proposed building plans

Warning

The proposed re-subdivision in this by-law is not binding on the Western Australian Planning Commission, Local Government, or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving, the proposed re-subdivision.

2. The Schedule 2 by-laws are amended, repealed or added to as follows:-

By-laws 7(b), 10 and 12(c) are repealed and the following by-laws hereby added -

15. KEEPING OF PETS

Unless approved by the strata company or its appointed Manager, a proprietor, occupier, guests, visitors or lessees using the lots are not permitted to keep dogs, cats or any other animals, birds or reptiles any pets or animals on the lots or common property, except as provided by section 42(15) of the Act. The strata company shall direct the council and the Manager on the suitability of pets that are permitted on the parcel.

19 SIGNAGE AND ADVERTISING

- (1) Nothing contained in this by-law shall restrict the right of the original proprietor or its agent for a period of two (2) years following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs (including "For Sale" and "For Rent" signs), as the original proprietor sees fit.
- (2) If signage on the exterior of buildings, on the common property or located inside a lot but visible from its exterior and adversely impacting on the aesthetics of the scheme or peaceful enjoyment of any other lot must be approved by the strata company and be of a size not exceeding the dimensions set by the strata company and the City of Albany.

DATED THIS FIRST DAY OF FEBRUARY 2008

ENCUMBRANCES

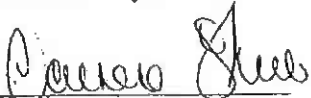
A659473 Easement to City of Albany

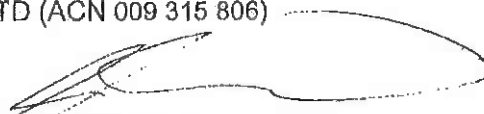
Easement Burdened under Section 167P. & D. Act for sewerage purposes.

Easement Burdened under Section 167P. & D. Act for Right of Carriageway.

SIGNATURE OF APPLICANT

Executed by SKYLATIC HOLDINGS PTY LTD (ACN 009 315 806)


Director


Director

CAIRENE FIONA THEW
Print Name

JONATHAN THEW
Print Name

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

ENCUMBRANCE Document & No MORTGAGE K166114

SIGNATURE

in the presence of

Witness

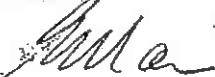
Name

Address

Occupation

EXECUTED by BANK OF WESTERN AUSTRALIA LTD.
by its duly constituted Attorney
under power of Attorney

No H994310 dated 22 January 2002
who at the date
thereof had no notice of revocation
of such Power of Attorney in the
presence of:



Officer of the Bank
ERIC MAROCCI

BANK OF WESTERN AUSTRALIA LTD:

Signature


Michelle Ayres
Manager, Lending Services

Name and Title (please print)

ANNEXURE 'B'

PROPOSED SCHEDULE OF UNIT ENTITLEMENT FOR
STRATA PLAN OF RE-SUBDIVISION OF LOT 10
ON STRATA PLAN 51082
MIDDLETON ROAD, MIRA MAR

| Lot No. | Unit Entitlement |
|-----------|------------------|
| 1 | 30 |
| 2 | 30 |
| 3 | 30 |
| 4 | 30 |
| 5 | 30 |
| 6 | 30 |
| 7 | 30 |
| 8 | 30 |
| 9 | 30 |
| 10 | Re-subdivided |
| 11 | 40 |
| 12 | 40 |
| 13 | 40 |
| 14 | 40 |
| 15 | 40 |
| Aggregate | 470 |

FORM 27

Strata Titles Act 1985

Regulation 37 (1) (a)

STRATA PLAN No. 51082

CERTIFICATE OF LICENSED VALUER

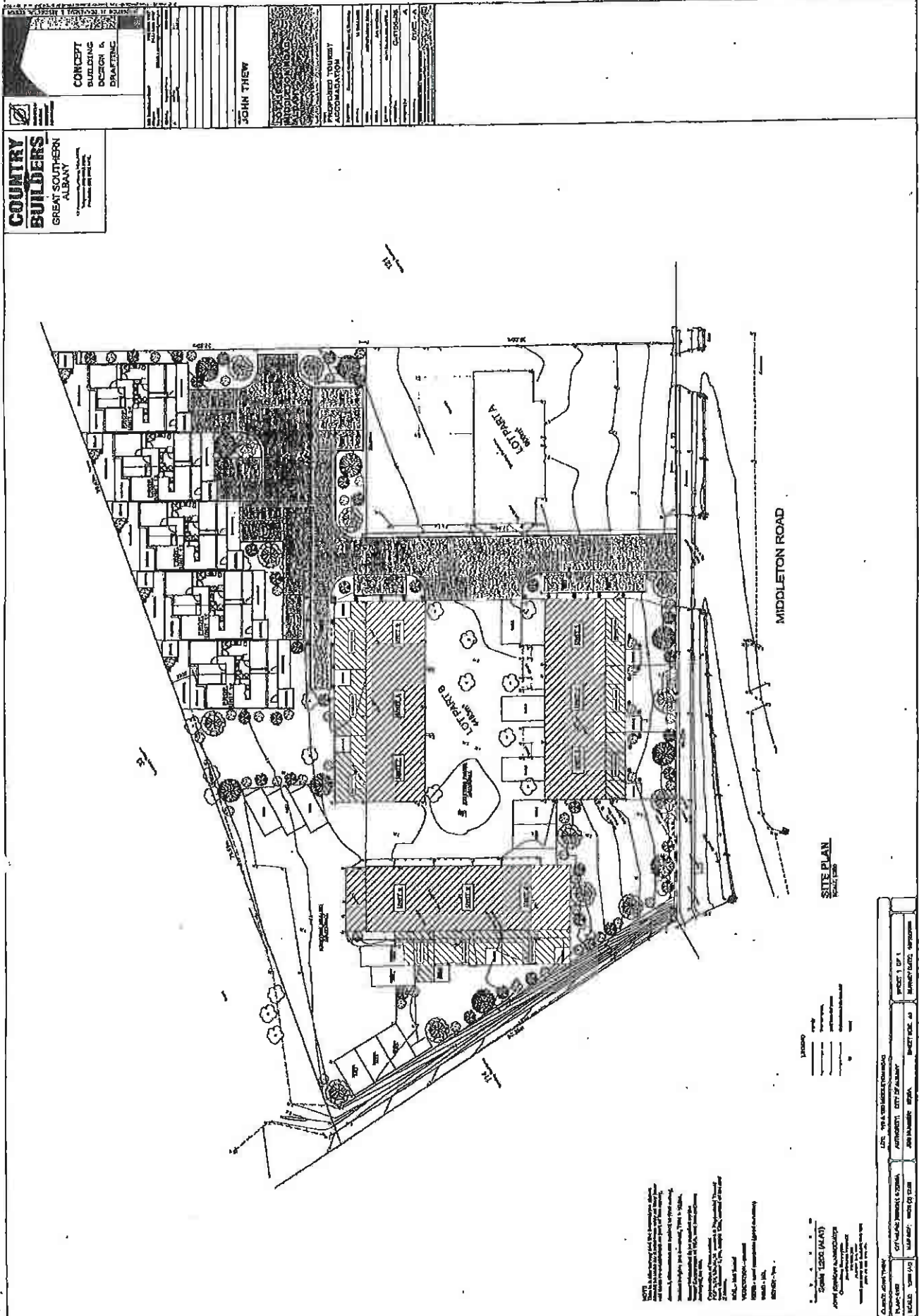
I, GRANT RICHARD SOLOMON, being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that if a re-subdivision were effected in accordance with a by-law of the survey-strata scheme made under clause 8 of Schedule 2A of the Act, on the basis of information provided in the by-law pursuant to clause 8 (a) of Schedule 2A, a licensed valuer would be able to provide a certificate required under section 14 (2) in respect of the proposed unit entitlement.

22/4/2008

Date

Grant Solomon
2008.04.22 10:30:01
108'00'

Licensed Valuer



SITE PLAN
Project 1200

LEGEND
 --- Proposed
 --- Existing
 --- Boundary
 --- Easement

NOTES:
 1. All dimensions are in meters.
 2. All dimensions are rounded to the nearest millimeter.
 3. All dimensions are subject to change without notice.
 4. The site is located within the boundaries of the City of Albany.
 5. The site is located within the boundaries of the City of Albany.
 6. The site is located within the boundaries of the City of Albany.
 7. The site is located within the boundaries of the City of Albany.
 8. The site is located within the boundaries of the City of Albany.
 9. The site is located within the boundaries of the City of Albany.
 10. The site is located within the boundaries of the City of Albany.

| | | |
|--|--|--|
| CLIENT: JOHN THREW PROJECT: 1200 (A.A.) DRAWING: SITE PLAN SCALE: 1:500 DATE: 10/10/10 | | SITE: 1200 (A.A.) AUTHORITY: CITY OF ALBANY PROJECT: 1200 (A.A.) DRAWING: SITE PLAN SCALE: 1:500 DATE: 10/10/10 |
|--|--|--|

COUNTRY BUILDERS
 GREAT SOUTHERN ALBANY
 1200 (A.A.)
 1200 (A.A.)
 1200 (A.A.)

CONCEPT BUILDING DESIGN & DRAFTING
 JOHN THREW
 1200 (A.A.)
 1200 (A.A.)
 1200 (A.A.)

PROPOSED TOURIST ACCOMMODATION
 1200 (A.A.)
 1200 (A.A.)
 1200 (A.A.)

SURVEY-STRATA PLAN
51082
SHEET 2 OF 2 SHEETS

ED/VER BY SIGNATURE DATE

The stratum of the part lots external to the buildings extends between 5 metres below and 10 metres above the upper surface level of the lowest ground floor of the building located on each respective lot, except where covered.

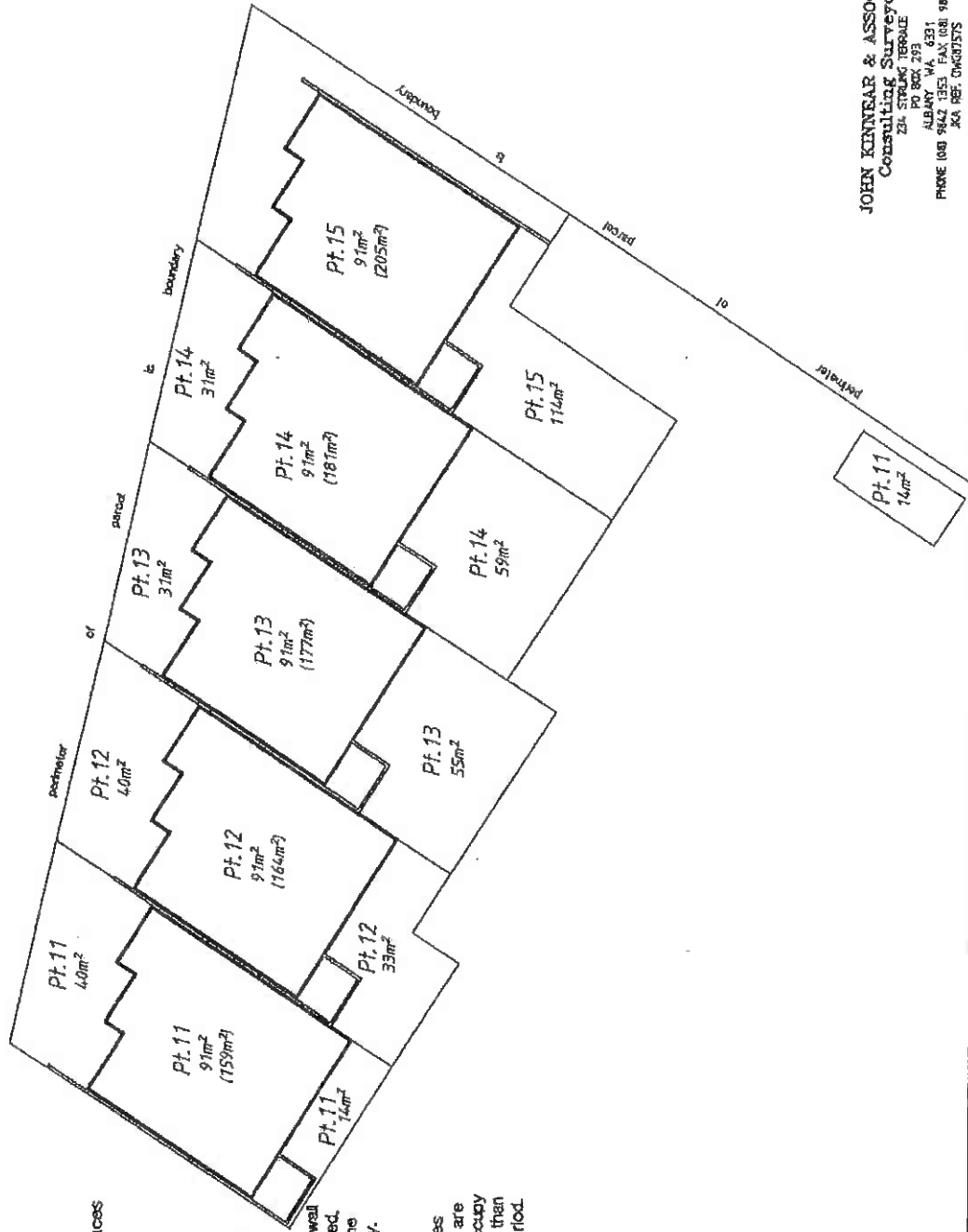
All distances are from the external surfaces of walls, unless otherwise shown.

The boundaries of the lots or parts of the lots which are buildings shown on the Strata Plan are the external surfaces of those buildings, as provided by section 3AB of the Strata Titles Act 1985

Where 2 lots have a common or party wall or have buildings on them which are joined, the centre plane of that wall, or the plane at which they are joined, is the boundary.

RESTRICTIVE USE

Pursuant to Section 6 of the Strata Titles Act Lots 11-15 incl. within this scheme are restricted as follows. No person shall occupy any one or more of such lots for more than a total of 3 months in any 12 month period.



JOHN KINNAR & ASSOCIATES
Consulting Surveyors
234 STRATA TERRACE
PO BOX 293
ALBANY WA 6331
PHONE (08) 9842 1353 FAX (08) 9842 1570
JKA REG. 04067575

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STRATA TITLES ACT 1985
SCHEDULES.
SCHEDULE 1 & SCHEDULE 2 (section 42 (2))
BY-LAWS.

SCHEDULE 1. (SECTION 42 (2))

Duties of proprietor,
occupiers etc.

1. (1) A proprietor shall -
 - (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall -
 - (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
 - (b) If required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall-
 - (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors;
 - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
 - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
 - (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

Power of proprietor
to decorate etc.

2. 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 lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

Power of strata
company regarding
submeters.

3. (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, 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 submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (2) 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 credit of an interest-bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this 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 submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that 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 a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

Constitution of the
council.

4. (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.

schedules



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- (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 of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is 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, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) 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.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council-
 - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the strata company of notice in writing of his 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 is not elected or re-elected;
 - (d) in a case where he 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 is not elected; or
 - (e) where he is removed from office under sub-bylaw (8) of this by-law.
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-bylaw (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

Election of council.

5. The procedure for nomination and election of members of a council shall be in accordance with the following rules-
 - (1) The meeting shall determine, in accordance with the requirements of by-law 4 (3) of this schedule the number of persons of whom the council shall consist.
 - (2) The chairman 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 nomination, given-
 - (a) in writing, and furnished to the chairman at the meeting; or
 - (b) orally by a nominee who is present at the meeting.
 - (4) When no further nominations are forthcoming, the chairman-
 - (a) where the number of candidates equals the number of members of the council determined in accordance with requirements of by-law 4 (3) of this schedule, shall declare those candidates to be elected as members of the council;

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- (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
 - (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 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 vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - (c) signing the ballot-paper; and
 - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub by-law (9) of this by-law, candidates, being equal in number to the number of members of the council determined in accordance with by-law 4 (3) of this schedule, who receive the highest numbers of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub by-law (8) of this by-law and-
 - (a) that number equals the number of votes recorded in favour of any other candidates; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

Chairman, secretary
and treasurer of
council.

- 6. (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person-
 - (a) shall not be appointed to an office referred to in sub-by-law (1) of this by-law unless he 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-by-law (1) of this by-law shall hold office until-
 - (a) he ceases to be a member of the council;
 - (b) receipt by the strata company of notice in writing of his resignation from that office; or
 - (c) another person is appointed by the council to hold that office,
 whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

Chairman, secretary and treasurer of strata company

- 7. (1) Subject to sub-by-law (2) of this by-law, the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-by-law (2) of this by-law may act until the end of the meeting for which he was appointed to act.

schedules



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- | | | |
|---|-----|--|
| Meetings of council. | 8. | <p>(1) At meetings of the council, all matters shall be determined by a simple majority vote.</p> <p>(2) The council may-</p> <ul style="list-style-type: none"> (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, specifying in the notice the reason for calling the meeting; (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company; (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. <p>(3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.</p> <p>(4) A proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he is a member of the council.</p> <p>(5) If a person appointed under sub-bylaw (3) of this bylaw is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.</p> <p>(6) The council shall keep minutes of its proceedings.</p> |
| Powers and duties of secretary of strata company. | 9. | <p>The powers and duties of the secretary of a strata company include-</p> <ul style="list-style-type: none"> (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; (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 section 43 (1) (a) and (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. |
| Powers and duties of treasurer of strata company. | 10. | <p>The powers and duties of the treasurer of a strata company include-</p> <ul style="list-style-type: none"> (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. |
| General meetings of strata company. | 11 | <p>(1) General meetings of the strata company shall be held 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.</p> <p>(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.</p> <p>(3) The council may when ever 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.</p> <p>(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.</p> <p>(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and</p> |

schedules

registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

Proceedings at
general meetings.

12. (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 where 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 it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub-bylaws (3) and (4) of this by-law do not apply to a general meeting of the strata company referred to in section 50b.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (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 so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of 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 chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) 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.

Restriction on motion
or nominating
candidate.

13. 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.

Votes of proprietors.

14. (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 duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his 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 resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him 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 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 interest in the lot.

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- (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.
- Common seal. 15. (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

SCHEDULE 2. (SECTION 42 (2))

- Vehicles. 1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.
- Obstruction of common property. 2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.
- Damage to lawns, etc., on common property. 3. Except with the approval of the strata company, a proprietor, occupier, 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 own purposes as a garden.
- Behaviour of proprietors and occupiers. 4. A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.
- Children playing upon common property in building. 5. A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- Depositing rubbish, etc., on common property. 6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.
- Drying of laundry items. 7. A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-
- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- Storage of inflammable liquids, etc. 8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- Moving furniture etc., on or through common property. 9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.
- Floor coverings. 10. A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.

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Garbage disposal.

11. A proprietor or occupier of a lot-
- (a) shall maintain within his lot, or on such part of the common property as may be authorized by the strata company, 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;
 - (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

Additional duties of proprietors, occupiers, etc.

12. A proprietor, occupier or other resident shall not -
- (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
 - (b) make undue noise in or about any lot or common property; or
 - (c) subject to section 42(15) of the Act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

Notice of alteration to lot

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

Appearance of lot

14. A proprietor, occupier or other resident of a lot shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.



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**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 51082**

ADDRESS OF THE STRATA SCHEME:

Middleton Mews
Middleton Mews, 182-184 Middleton Road, Mira Mar WA 6330

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 51082 was held on 18/08/2023 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 02:00 PM.

PRESENT:

| Lot # | Unit # | Attendance | Owner Name Representative |
|-------|--------|------------|--|
| 2 | 2 | Apology | Paul & Bev De Jonge |
| 1 | 3 | Yes | Crawford & Annalise Ball Crawford Ball |
| 7 | 4 | Yes | Peter & Susan Barker |
| 9 | 6 | Yes | Rohan & Catherine Naughton Rohan Naughton |
| 4 | 7 | Yes | R & T Waugh Pty Ltd Teresa Waugh |
| 5 | 8 | Yes | Graham & Lynette Lutley Lyn Lutley |
| 6 | 9 | Yes | Deborah McBride Via Microsoft Teams |

CHAIRPERSON (acting): Selena Taylor

Minutes of the meeting:

1 Appointment of Chairperson for the Meeting

Resolved that Selena Taylor be authorised to act as Chairman of the strata company for the purposes of the meeting.

Moved: T Waugh. Seconded: S Barker.

2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 19/08/2022 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: C Ball. Seconded: T Waugh.

3 Consideration of Statement of Accounts

Resolved that the Statement of accounts for the period ended 30/06/2023 be adopted as presented.

Moved: S Barker. Seconded: R Naughton.

4 Constitution of the Council

Resolved that the Council of the Strata Company consists of three proprietors.

The Chairman called for nominations of candidates for election to the Council and the following valid nominations were

received:

Crawford Ball, Lyn Lutley, Debbie McBride.

As there were no additional nominations, the Chairman declared the following candidates as the elected Council (unopposed):

Crawford Ball, Lyn Lutley, Debbie McBride.

Moved: T Waugh. Seconded: R Naughton.

Office Bearer's appointed:

Chairperson: Crawford Ball

Secretary: Debbie McBride

Treasurer: Lyn Lutley

SPECIAL BUSINESS

5 Insurance

Resolved that:

- the Rainbow Coast Insurance Brokers Financial Services Guide and the QBE Insurance (Australia) Limited Product Disclosure Statement, as tabled, be received and incorporated into the records of the Strata Company
- the Council be directed to renew the current insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.
- pursuant to section 53B of the Strata Titles Act, 1985 and until otherwise determined it is a function of the strata company to insure in respect of:

a. any building on a lot in the scheme; or

b. damage to property, death or bodily injury for which the proprietor of a lot in the scheme could become liable in damages;

and, the strata company will comply with the provision of section 53D.

Moved: T Waugh. Seconded: R Naughton.

The motion that that the owners discuss and approve a 12 month insurance policy was **not moved**. Unfortunately, the renewal was not available at the time of the meeting. Once the renewal is received, it will be sent to the Council of Owners for approval.

It was noted that the Building Sum Insured increases slightly each year and it was agreed to discuss the need for a valuation for insurance purposes at next year's AGM.

6 10 Year Maintenance Plan

A discussion took place regarding the 10 Year Maintenance Plan. MRE advised that a new 10 Year Maintenance Plan should be completed once the new buildings are completed and this will be discussed further at next year's AGM.

7 Managing Agent

Resolved that Merrifield Real Estate be appointed Agent Manager of the Strata Company for a period of 12 months at an increased fee of \$2,750.00 per annum.

Moved: Lyn Lutley. Seconded: Crawford Ball.

8 Items of business notified or proposed by proprietors/Council or others

a. Merrifield Real Estate provided an update on the development/building on lot 10 and the changes to the Strata Plan/unit entitlements/part lots/lot boundaries. MRE confirmed they have spoken to the lot owner and John Kinnear (surveyor). John Kinnear noted that if the lot boundaries were to be changed from external surfaces to internal surfaces, the owners may be charged stamp duty. A copy of the strata Management Statement is attached to these minutes, for your reference. Introducing new by-laws may be cheaper, but all by-laws would need to be consolidated at the same time. MRE will seek quotes to add the additional by-laws. The owner of lot 10 will need to redo the unit entitlements, at their cost. It was noted that the approvals etc are still going through Council and MRE will continue to update all owners when new information/updates are received. All owners present agreed that they do not want building works to occur during school holidays, and for MRE to continue obtaining and relaying information. A General Meeting will need to be held to approve by-laws once drafted.

b. A discussion took place regarding the following items.

• Brick paving and bitumen repairs. It was noted that the brick paving is loose again in areas. The contractor that repaired the paving previous stated there used to be garden beds and they were not prepared properly for the paving to be laid on top from the beginning. It was agreed to seek a report and quote from South City Paving on the condition of the paving. The Council of Owners would like to meet with the contractor onsite to discuss and MRE will send a work order/quote request. Any repairs will then be approved by the Council of Owners. It was also noted that tree roots are lifting pavers and some trees may be removed once building on lot 10 starts, so these areas will be reviewed again at a later stage. It was agreed to have the pot holes to the

entrance and rear section repaired.

- Any further plumbing issues since recent plumbing work completed. It was noted that there have been no further plumbing issues. There may be further issues in the future due to the plumbing pipes aging and some trees roots may also cause issues.
- Entrance garden and common lights. It was agreed that lights are needed at the entrance and to seek a quote for 3x new solid heads, and to find out the source of the power. The Council of Owners will then make a decision. If the expense is not within the budget, a Notice of Expenditure will be sent to all owners. All owners present are happy with the entrance garden and Crawford has tidied the trees/shrubs along Middleton Road - Thank you to Lyn and Crawford.
- Access and fencing alongside driveway and house that has recently sold. It was noted that the fence of the neighbouring property has been removed and owners/MRE will keep an eye on this.
- Review scope of works for lawn mowing/gardening contractor & cleaner. All owners present were happy with the contractors but would like the bins to be put out/in on the same day as being emptied. Lyn will keep an eye on the bins and will touch base with MRE if needed. MRE will contact MJW Cleaning to ensure the job is fine from their end.
- Tree pruning throughout. Lyn is currently in discussions with a contractor about the tree behind unit 7, 8 and 9 and will keep MRE updated.
- Quote received for rear carport replacement for Units 4, 7 and 8 parking bays. Ranbuild quoted \$13,230.00 December 2022. It was agreed to leave this for now and to add something to the new by-laws regarding parking and maintenance responsibility etc.

9 Budget

Amended motion resolved that the statement of estimated receipts and payments (budget) for the period ended 30/06/2024 be tabled and adopted.

Moved: T Waugh. Seconded: C Ball.

10 Levy of Contributions

Resolved that:

- (a) contributions to the administrative fund are estimated and determined at \$28,150.00; and
- (b) contributions to the reserve fund are estimated and determined at \$2,000.00 ; and
- (c) both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/07/2023 and subsequent instalments being due on the first days of 1/10/2023, 1/01/2024 and 1/04/2024.

Moved: L Lutley. Seconded: T Waugh.

Please note, the shortfall for the first quarter will be divided over the remaining three quarters of levies.

11 Next AGM

Resolved that the AGM next year be held on Friday, 23rd August 2024 commencing at 2.00pm.

Moved: L Lutley. Seconded: T Waugh.

12 Matters without notice for discussion and referral to the Council

It was agreed that gutter cleaning is currently needed annually and this should be completed by the end of May.

It was noted that the meter box on the side of unit 7 needs repairing. Crawford will repair and send invoice the strata company.

A discussion took place as to the idea of changing the zoning to residential/permanent residence. It was noted that there would be a lot involved for this change and Lyn has already had discussions with John Kinnear. Owners can discuss this with the City of Albany and John Kinnear if they would like to know more.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 03:13 PM.



Approved Budget to apply from 01/07/2023

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www.merrifield.com.au

Middleton Mews

Middleton Mews, 182-184 Middleton Road, Mira Mar
WA 6330

Administrative Fund

| | Approved budget | Actual 01/07/2022-30/06/2023 | Previous budget |
|--|--------------------|---------------------------------|--------------------|
| Revenue | | | |
| Laundry Receipts--Admin | 0.00 | 515.00 | 0.00 |
| Levies Due--Admin | 28,150.00 | 26,650.00 | 26,650.00 |
| <i>Total revenue</i> | 28,150.00 | 27,165.00 | 26,650.00 |
| Less expenses | | | |
| Admin--Management Fees--Standard | 2,750.00 | 2,499.96 | 2,500.00 |
| Admin--Postage & Petties | 100.00 | 100.00 | 100.00 |
| Insurance--Premiums | 5,000.00 | 4,685.00 | 4,700.00 |
| Maint Bldg--Cleaning | 6,000.00 | 6,466.25 | 6,000.00 |
| Maint Bldg--General Repairs | 1,500.00 | 1,429.95 | 1,500.00 |
| Maint Bldg--Gutter Cleaning | 550.00 | 550.00 | 550.00 |
| Maint Grounds--Lawns & Gardening | 3,600.00 | 3,554.50 | 4,200.00 |
| Utility--Electricity | 650.00 | 467.70 | 800.00 |
| Utility--Gas | 500.00 | 728.27 | 300.00 |
| Utility--Waste Management | 3,000.00 | 2,855.60 | 2,400.00 |
| Utility--Water & Sewerage | 4,500.00 | 4,725.51 | 4,000.00 |
| <i>Total expenses</i> | 28,150.00 | 28,062.74 | 27,050.00 |
| Surplus/Deficit | 0.00 | (897.74) | (400.00) |
| Opening balance | 2,244.20 | 3,141.94 | 3,141.94 |
| Closing balance | \$2,244.20 | \$2,244.20 | \$2,741.94 |
| Total units of entitlement | 1000 | | 1000 |
| Levy contribution per unit entitlement | \$28.15 | | \$26.65 |

Middleton Mews

Middleton Mews, 182-184 Middleton Road, Mira Mar
WA 6330**Capital Works Fund**

| | Approved budget | Actual 01/07/2022-30/06/2023 | Previous budget |
|--|----------------------------|---|----------------------------|
| Revenue | | | |
| Levies Due--Capital Works | 2,000.00 | 1,000.00 | 1,000.00 |
| <i>Total revenue</i> | <u>2,000.00</u> | <u>1,000.00</u> | <u>1,000.00</u> |
| Less expenses | | | |
| Maint Bldg--Electrical | 1,000.00 | 0.00 | 0.00 |
| Maint Bldg--Plumbing & Drainage | 0.00 | 2,870.70 | 0.00 |
| <i>Total expenses</i> | <u>1,000.00</u> | <u>2,870.70</u> | <u>0.00</u> |
| Surplus/Deficit | <u>1,000.00</u> | <u>(1,870.70)</u> | <u>1,000.00</u> |
| Opening balance | 1,984.30 | 3,855.00 | 3,855.00 |
| Closing balance | <u>\$2,984.30</u> | <u>\$1,984.30</u> | <u>\$4,855.00</u> |
| Total units of entitlement | 1000 | | 1000 |
| Levy contribution per unit entitlement | \$2.00 | | \$1.00 |



Approved Levy Schedule to apply from 01/07/2023

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Middleton Mews

Middleton Mews, 182-184 Middleton Road, Mira Mar
WA 6330

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

| Lot | Unit | Unit Entitlement | Admin Fund | Capital Works Fund | Quarterly Total | Annual Total |
|-----|------|---------------------|-------------------|-----------------------|--------------------|--------------------|
| 1 | 3 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 2 | 2 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 3 | 1 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 4 | 7 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 5 | 8 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 6 | 9 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 7 | 4 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 8 | 5 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 9 | 6 | 96.00 | 675.60 | 48.00 | 723.60 | 2,894.40 |
| 10 | 10 | 136.00 | 957.10 | 68.00 | 1,025.10 | 4,100.40 |
| | | 1,000.00 | \$7,037.50 | \$500.00 | \$7,537.50 | \$30,150.00 |



Statement of Financial Position

As at 11/01/2024

258 York Street
PO Box 5001
Albany WA 6332
(08) 9841 4022
admin@merrifield.com.au
www.merrifield.com.au

66 Carbine Street

66 Carbine Street, ORANA WA 6330

Current period**Owners' funds****Administrative Fund**

| | |
|----------------------------------|----------|
| Operating Surplus/Deficit--Admin | (500.58) |
| Owners Equity--Admin | 7,883.60 |
| | 7,383.02 |

Capital Works Fund

| | |
|--|----------|
| Operating Surplus/Deficit--Capital Works | 0.00 |
| Owners Equity--Capital Works | 5,950.00 |
| | 5,950.00 |

Net owners' funds

\$13,333.02

Represented by:**Assets****Administrative Fund**

| | |
|---------------------------|----------|
| Cash at Bank--Admin | 7,177.28 |
| Receivable--Owners--Admin | 205.74 |
| | 7,383.02 |

Capital Works Fund

| | |
|-----------------------------|----------|
| Cash at Bank--Capital Works | 5,950.00 |
| | 5,950.00 |

Unallocated Money

0.00

Total assets

13,333.02

Less liabilities**Administrative Fund**

0.00

Capital Works Fund

0.00

Unallocated Money

0.00

Total liabilities

0.00

Net assets

\$13,333.02