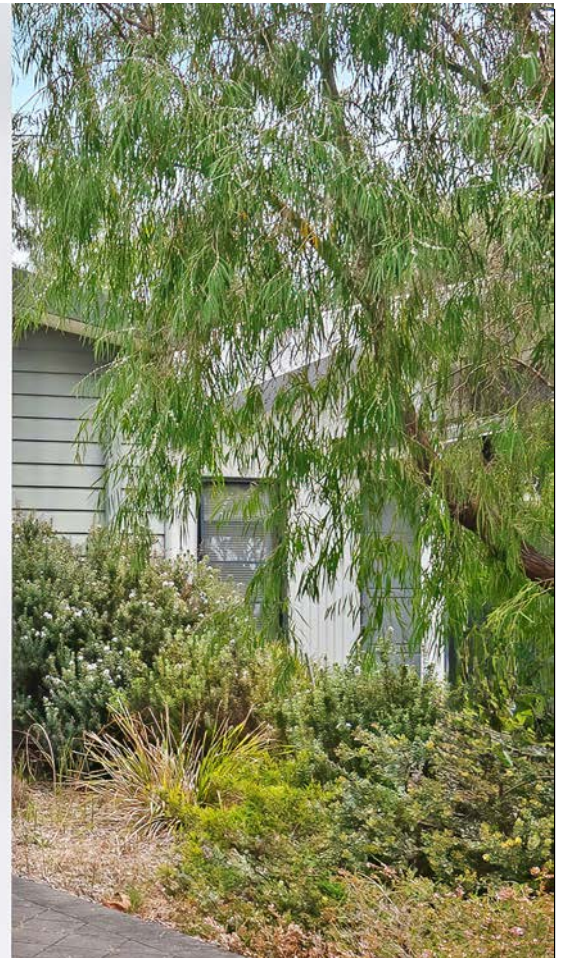


FOR SALE



Offers Above \$320,000

6 / 20 GROVE STREET WEST, LITTLE GROVE



GIVE MAINTENANCE THE FLICK!

- Inviting, stylish unit, contemporary design, surprisingly spacious
- Air-con open-plan lounge, meals, dining/hobby room/second sleeping unit
- Slick white kitchen, electric cooking, private sheltered courtyard
- Carport, lock-up shed, easy garden beds, perfect lock up and leave
- Close to general store, coast, walks, sailing club, 10 mins to town

Merrifield
REAL ESTATE

 **1**  **1**  **1**  **218 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 ABN 66 768 696 418**

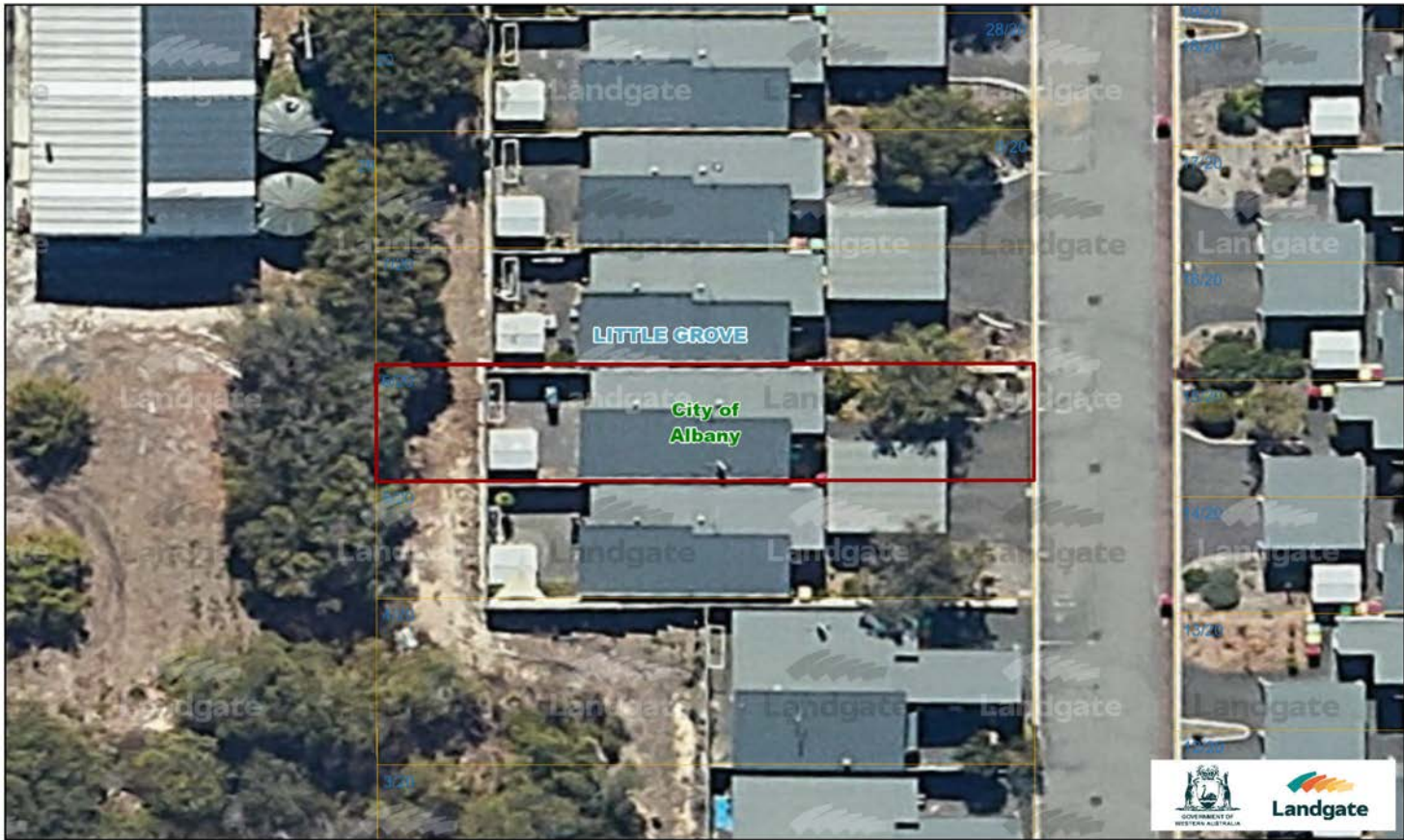
6 / 20 GROVE STREET WEST, LITTLE GROVE



Specification

Asking Price	Offers Above \$320,000	Land Size	218.00 m2
Bedrooms	1	Frontage	See Certificate of Title
Bathrooms	1	Restrictive Covenants	See Certificate of Title
Toilets	1	Zoning	Residential
Parking	1	School Zone	Little Grove Primary School & A.S.H.S
Sheds	Garden Shed	Sewer	Connected
HWS	Instant Gas	Water	Scheme Connected
Solar	N/A	Internet Connection	NBN Available
Council Rates	\$2,316.62	Building Construction	Hardiplank/ Colorbond
Water Rates	\$1,564.13	Insulation	N/A
Strata Levies	\$792.16	Built/Builder	2011
Weekly Rent	\$340.00	BAL Assessment	N/A
Lease Expiry	11/06/2025	Items not included	N/A

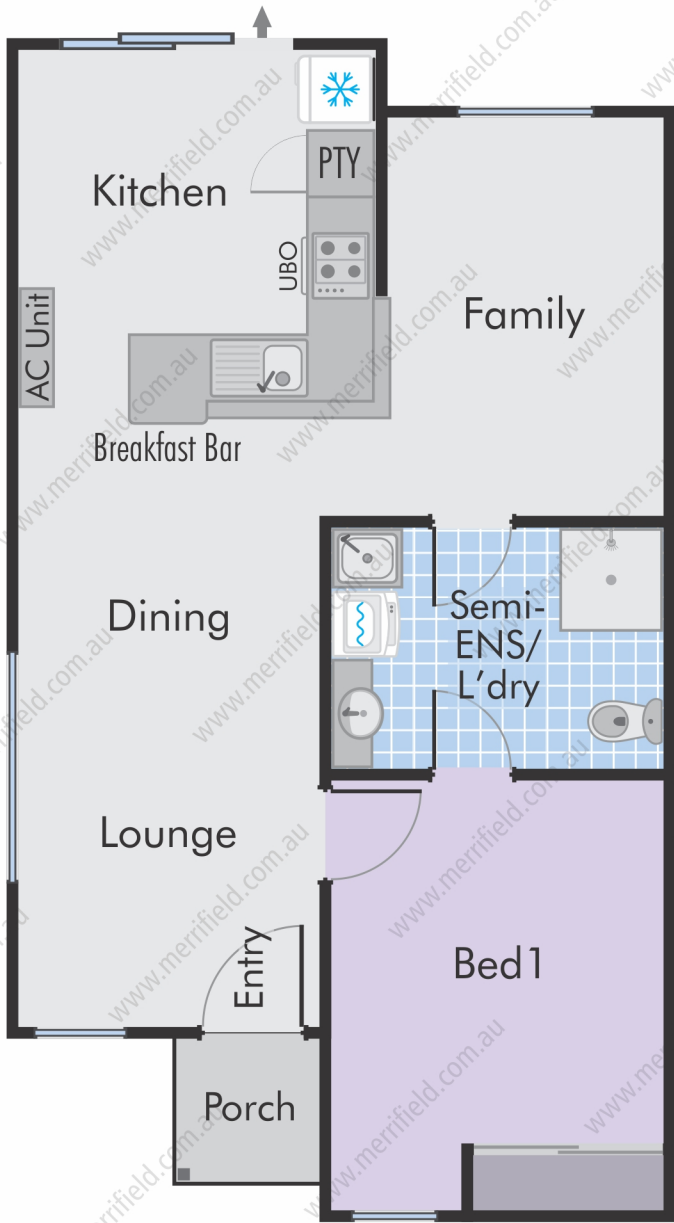
-- Map Viewer Plus --



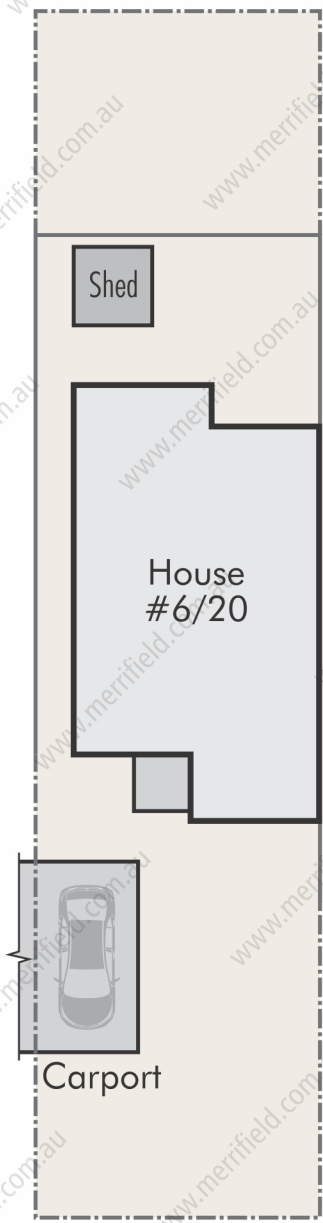
Author: Created: 13 September 2024 from Map Viewer Plus: <https://map-viewer-plus.app.landgate.wa.gov.au>



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Please refer to original documentation for all legal purposes.



Floor Plan



Site Plan

This floor plan, description, dimensions and areas are provided as a guideline only and are approximate. Whilst care has been taken in the preparation of the information, buyers must inspect the property, make their own enquiries, take their own measurements or consult the architectural plans for exact dimensions. Neither the sellers nor the agent will be held responsible or liable for any discrepancies.



Author:

Created: 13 September 2024 from Map Viewer Plus: <https://map-viewer-plus.app.landgate.wa.gov.au>

1:282

0 0.003 0.007 0.01 0.014 km

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Please refer to original documentation for all legal purposes.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2816 959

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 6 ON SURVEY-STRATA PLAN 62351
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CATHERINE LOUISE DRINOCZKY OF UNIT 6 20 GROVE STREET WEST LITTLE GROVE WA 6330
(T P829781) REGISTERED 19/12/2023

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

1. INTERESTS NOTIFIED ON THE SURVEY-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. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR UNDERGROUND ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 62351.
3. M318404 RESTRICTIVE COVENANT TO CITY OF ALBANY REGISTERED 12/7/2013.
4. P829782 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 19/12/2023.

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: SP62351
PREVIOUS TITLE: 2766-499
PROPERTY STREET ADDRESS: UNIT 6 20 GROVE ST WEST, LITTLE GROVE.
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY

[illegible]

FORM 3

SURVEY-STRATA PLAN No. 62351							
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	53	2816	- 954	28	33	2816	- 981
2	42	2816	- 955	CP29	Common Property		
3	42	2816	- 956	CP30	Common Property		
4	42	2816	- 957				
5	33	2816	- 958				
6	33	2816	- 959				
7	33	2816	- 960				
8	33	2816	- 961				
9	46	2816	- 962				
10	34	2816	- 963				
11	34	2816	- 964				
12	34	2816	- 965				
13	34	2816	- 966				
14	34	2816	- 967				
15	34	2816	- 968				
16	34	2816	- 969				
17	34	2816	- 970				
18	34	2816	- 971				
19	34	2816	- 972				
20	34	2816	- 973				
21	34	2816	- 974				
22	36	2816	- 975				
23	34	2816	- 976				
24	33	2816	- 977				
25	33	2816	- 978				
26	33	2816	- 979				
27	33	2816	- 980				

Continued Overleaf

FORM 3

SURVEY-STRATA PLAN No. 62351							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.

DESCRIPTION OF PARCEL

TWENTY EIGHT SURVEY-STRATA LOTS AND TWO COMMON PROPERTY LOTS
 UPON LOT 98 ON DEPOSITED PLAN 69917
 ADDRESS OF PARCEL: 20 GROVE STREET WEST, LITTLE GROVE WA 6330

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

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

22-Apr-2013
 Date



Brad Dawson
 2013.07.02
 12:34:59 +08'00'
 Signed

FORM 8

[illegible]

Note: Entries may be affected by subsequent endorsements.

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

M318404 RC

25 Jun 2013 12:27:14 Perth



REG \$ 150.00
PROD \$ 80.00
FEES \$ 240.00

12 JUL 2013

LODGED BY:

Chalmers Legal Studio
Post Office Box 7481
Cloisters Square
PERTH WA 6850

ADDRESS:

PHONE NO:

9360 4100

FAX NO:

9360 4199

REFERENCE NO:

2394964

2366-499
999L

PREPARED BY: Chalmers Legal Studio

ADDRESS:

Studio 7, The Wills Building
82 King Street
PERTH WA 6000
Ref: LC:39233G:dm-02
Revised 5/11/12

PHONE NO: 9360 4100 FAX NO: 9360 4199

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

2366-499
DUP. C/T PRODUCED
395V SUSAN DICKSON
21/6/13 CONVEYANCING.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos.

①

Receiving Clerk

[Signature]

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



62351

ENCUMBRANCE

Mortgage M073010 to Daly & Shaw Building Pty Ltd

We, Daly & Shaw Building Pty Ltd, being the Mortgagee under Mortgage Number M073010 registered as an encumbrance against the Land hereby consent to this Deed.

EXECUTED by DALY & SHAW)
BUILDING PTY LTD (ACN 126 134 165))
pursuant to section 127 of the)
Corporations Act 2001)

Director
~~Sole Director and Sole Secretary~~

Robert Bruce Shaw
Full Name (Please Print)
* Delete if inapplicable

Director/Secretary *

MICHAEL. GERRARD DALY
Full Name (Please Print)

parties agree to submit to the jurisdiction of the Courts of that State and of the Courts competent to hear appeals therefrom.

6.5 Counterparts

This Deed may be executed in any number of counterparts all of which taken together constitute one Instrument.

7. Encumbrances

7.1 The encumbrance over the Land burdened by the Restrictive Covenant is as follows:

Mortgage M073010 to Daly & Shaw Building Pty Ltd.

EXECUTED as a deed.

EXECUTED by GROVE 20 PTY LTD)
(ACN 126 134 165))
pursuant to section 127 of the)
Corporations Act 2001:)

Shahyar Goriy
Director
~~Sole Director and Sole Secretary~~

Faryar Goriy
Director/Secretary

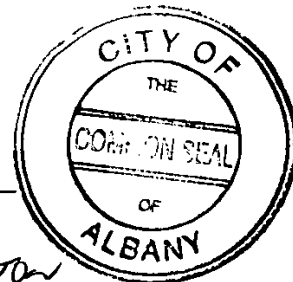
SHAHYAR GORIY
Full Name (Please Print)
* Delete if inapplicable

FARYAR GORIY
Full Name (Please Print)

THE COMMON SEAL of the CITY)
OF ALBANY was hereunto affixed)
in the presence of:)

Linda Hill
Chief Executive Officer

JENNIS WELHINGTON
Mayor



LINDA HILL
Print Full Name

JENNIS WELHINGTON
Print Full Name

The Owner intends for, and consents to, the burden of the Restrictive Covenant to:

- (a) bind all future registered proprietors of the Lots and parts thereof;
- (b) encumber and be endorsed on the certificate of title created for the Lots and to run with the Lots which is the subject of that title; and
- (c) be enforceable by the City of Albany.

3. Land to be benefited by Restrictive Covenant

Pursuant to section 129BA of the Transfer of Land Act 1893 the Owner and the City of Albany intend the benefit of the Restrictive Covenant to be for the City of Albany.

4. Further covenant

The Owner covenants with the City of Albany that it shall do all things reasonably and necessarily required in order to secure the registration at the Western Australian Land Information Authority of the Restrictive Covenant against the newly created certificate of title for the Lots.

5. Costs

The Owner shall pay:

- (a) costs and expenses (including legal costs) of and incidental to the negotiations for and the preparation, execution and stamping of this Deed;
- (b) all duty payable on this Deed and any duplicates; and
- (c) all registration and other fees, charges, costs and expenses which are reasonably and necessarily incurred or required to be incurred to give effect to the terms of this Deed and to encumber the title created for the Lots with the Restrictive Covenant.

6. General

6.1 Severability

If any provision of this Deed is void or unenforceable, that provision is void and unenforceable only to the extent of that voidness or unenforceability, without invalidating the remaining provisions which shall remain in full force and effect.

6.2 Amendments

This Deed may not be modified, amended or varied except by a document in writing signed by or on behalf of each of the parties to this Deed.

6.3 Waiver

No waiver of one breach of any term or condition of this Deed will operate as a waiver of any breach of the same or any other term or condition of this Deed.

6.4 Laws of Western Australia apply

This Deed shall be construed and interpreted in accordance with the laws of the State of Western Australia and the

"Survey Strata Plan" means the Survey Strata Plan that will be lodged by the Owner with the Western Australian Land Information Authority pursuant to the Approval for the creation of a new certificate of titles for the Lots;

"Land" means Lot 98 on Deposited Plan 69917, the whole of the land in Certificate of Title Volume 2766 Folio 499;

"Lots" means all the lots created when the Land is subdivided in accordance with the Approval and the Survey Strata Plan;

"Restrictive Covenant" means the restrictive covenant referred to in clause 2.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) references to any legislation or legislative provision include any statutory modification or re-enactment of, or any legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) words denoting the singular number include the plural number and vice versa;
- (c) words denoting individuals or persons include corporations, authorities, governments and governmental agencies and vice versa;
- (d) words denoting any gender include all genders;
- (e) headings are for convenience only and do not affect interpretation;
- (f) references to clauses or diagrams are to clauses and diagrams to this Deed;
- (g) reference is to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (h) a reference to any person, if that person ceases to exist or is reconstituted, renamed or replaced, or if its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place, or succeeding its powers or functions;
- (i) an obligation, covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them severally; and
- (j) an obligation, covenant, representation or warranty on the part of two or more persons binds them jointly and each of them severally.

2. RESTRICTIVE COVENANT

2.1 Terms of Restrictive Covenant

The Owner for itself and its successors in title with the intention of binding so far as is possible the Lots in the hands of whoever it may come HEREBY CREATES in favour of the City of Albany a restrictive covenant pursuant to Section 129BA of the Transfer of Land Act 1893 and COVENANTS not to permit nor suffer to permit the construction of any dwelling on the Lots other than a dwelling that contains a living room and no more than one habitable room that is capable of use as a bedroom.

2.2 Burden of Restrictive Covenant

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM****RESTRICTIVE COVENANT IN GROSS – SECTION
129BA OF THE TRANSFER OF LAND ACT 1893**

(Note 1)

DATED this 25th day of June 2011.**PARTIES:**Name: **Grove 20 Pty Ltd
(ACN 126 134 165)**

Short form name: Owner

Notice details: 19 Lyall Street, South Perth WA 6151

Name: **City of Albany**

Short form name: City of Albany

Notice details: Post Office Box 484, Albany WA 6331

BACKGROUND

- A. The Owner is the registered proprietor of the Land.
- B. The Owner has made application to subdivide the Land.
- C. On the 16 day of June 2011 the Western Australian Planning Commission granted the Approval subject to certain conditions.
- D. Condition 1 of the Approval provides:

"A Restrictive Covenant, pursuant to section 129BA of the Transfer of Land Act 1893 being placed on the Certificates of Title of the proposed lots accommodating one bedroom units advising that development on this land is restricted to the construction of a single bedroom dwelling. Notice of this restriction to be included on the Deposited Plan. (Local Government)"

- E. In compliance with condition 1 of the Approval, and pursuant to section 129BA of the *Transfer of Land Act 1893*, the Owner covenants with the City of Albany to burden the Land with the Restrictive Covenant for the benefit of the City of Albany.

1. DEFINED TERMS AND INTERPRETATION**1.1 Defined terms**

In this document:

"Approval" means the approval granted by the Western Australian Planning Commission (Application No. 930-10) dated the 16 June 2011 authorising the subdivision of the Land;

3

File Copy Do Not Destroy.

Stopped Document Disposal Instructions

Fees to be Refunded	Document Type	Fee \$

Form 10 No.:

Date:

To:

Address:

Parties:

Reference:

Document Numbers:

Computer Records Adjusted:
SMR – WFR or REJECT
Crown – SMP/CAL/RES

Documents to be Rejected:

Documents to be Withdrawn:

Documents for Registration:

Caveats to be made Null & Void: ,

Authorised by:

Examiner's notes:

Stopped Case:318404

Original Cs/T:
2766-499

Notice Sent:

4-7-13

Action:

LOANER/FAX TO FIX (N82)

AWARD FEB PAID 209088

Examination Instructions

Allocate New C/T

Complete Nom. Index

Examiner: AR, NSD 25

Supervisor: Allan Riley, NSD 25



Western Australian Land Information Authority ABN 86 574 793 858



Requisition Notice

Section 192 of the Transfer of Land Act

Document Nos: M318404, M318405, M318406

Section 192

Your Ref: KAD:39496Y LC:38104Y:ii-04

Our Ref: Allan Riley Ph: 9273 7827 Fax: 9273 7673

Date: 4 July 2013

Lodging Party:

CHALMERS LEGAL STUDIO

Other Parties Contacted:

Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received. A time limit of 14 days applies from the date stated above after which all documents may be rejected.

Requisitions

Doc. No	Description	Req. Fee
M318406	When using the Lot Sync process, the lodging party must submit a signed letter requesting that the lodgement date of the documents be amended to the same date that the plan was placed In Order For Dealing. (See paragraph 6.1.3.2 of the Land Titles Registration Practice Manual and Customer Information Bulletin 197 Appendix B)	80.00

Requisition Sub Total \$ 80.00
Additional Fee \$ 0.00
TOTAL FEE Payable \$ 80.00

If all requisitions satisfied and the Reduced Total Fee paid *
by close of business next business day after service,

Deduct \$ 28.00
Reduced Total Fee \$ 52.00

PAID 209088.

Jean Villani

Registrar of Titles

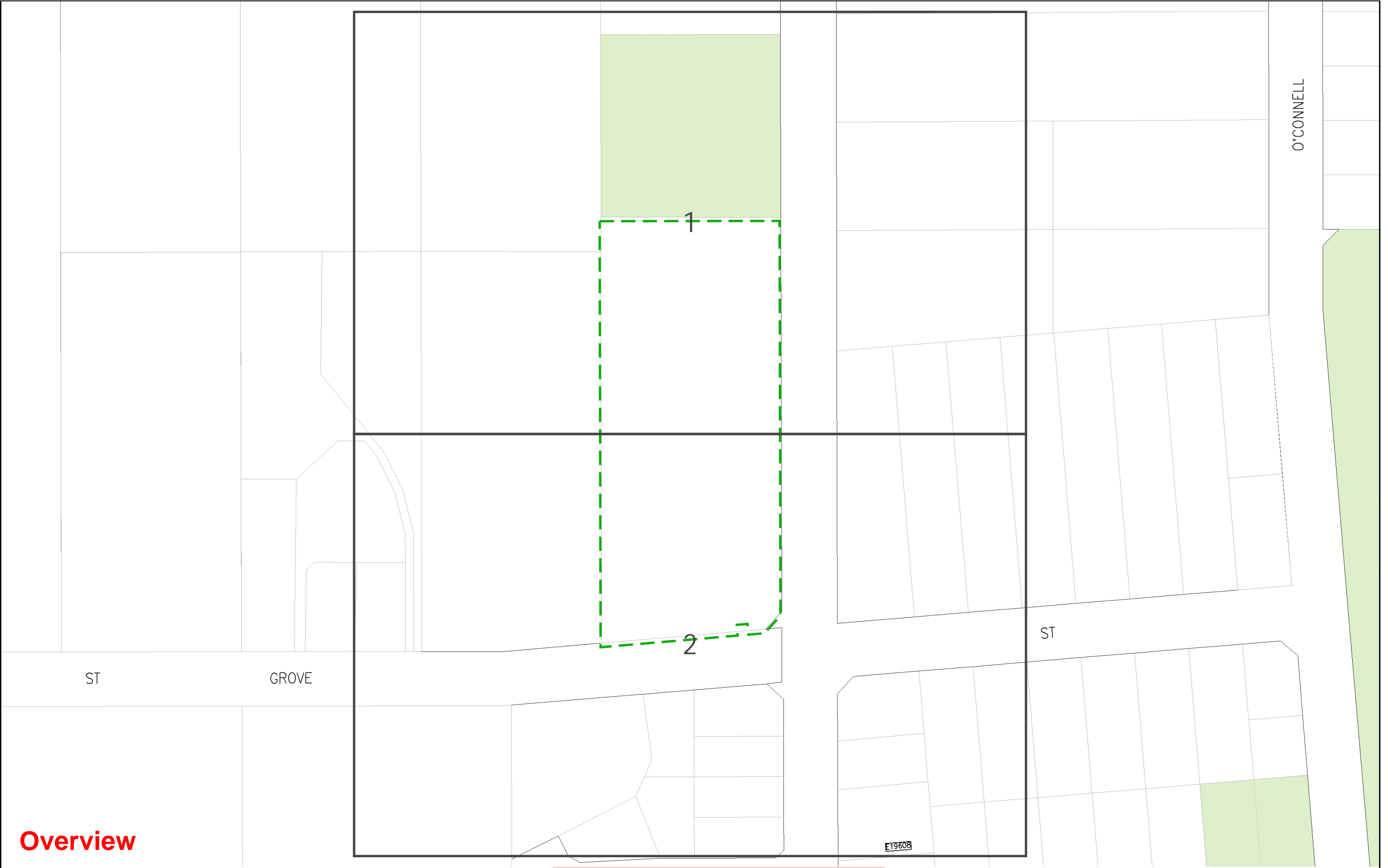
Requisitions may be attended to by;

1. Fax direct to the Examiner referred to above.
2. Personal attendance Landgate, Midland Square, (all documents held at Midland Office)
3. The lodging of evidence at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
4. Post to P O Box 2222, Midland WA 6936.

Correspondence by representatives of parties to documents must state the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$80.00 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



Overview



Scale: 1:1538

Job No.: 37592199

Sequence No.: 244666760

Print Date: 13 Sep 2024



N

Water

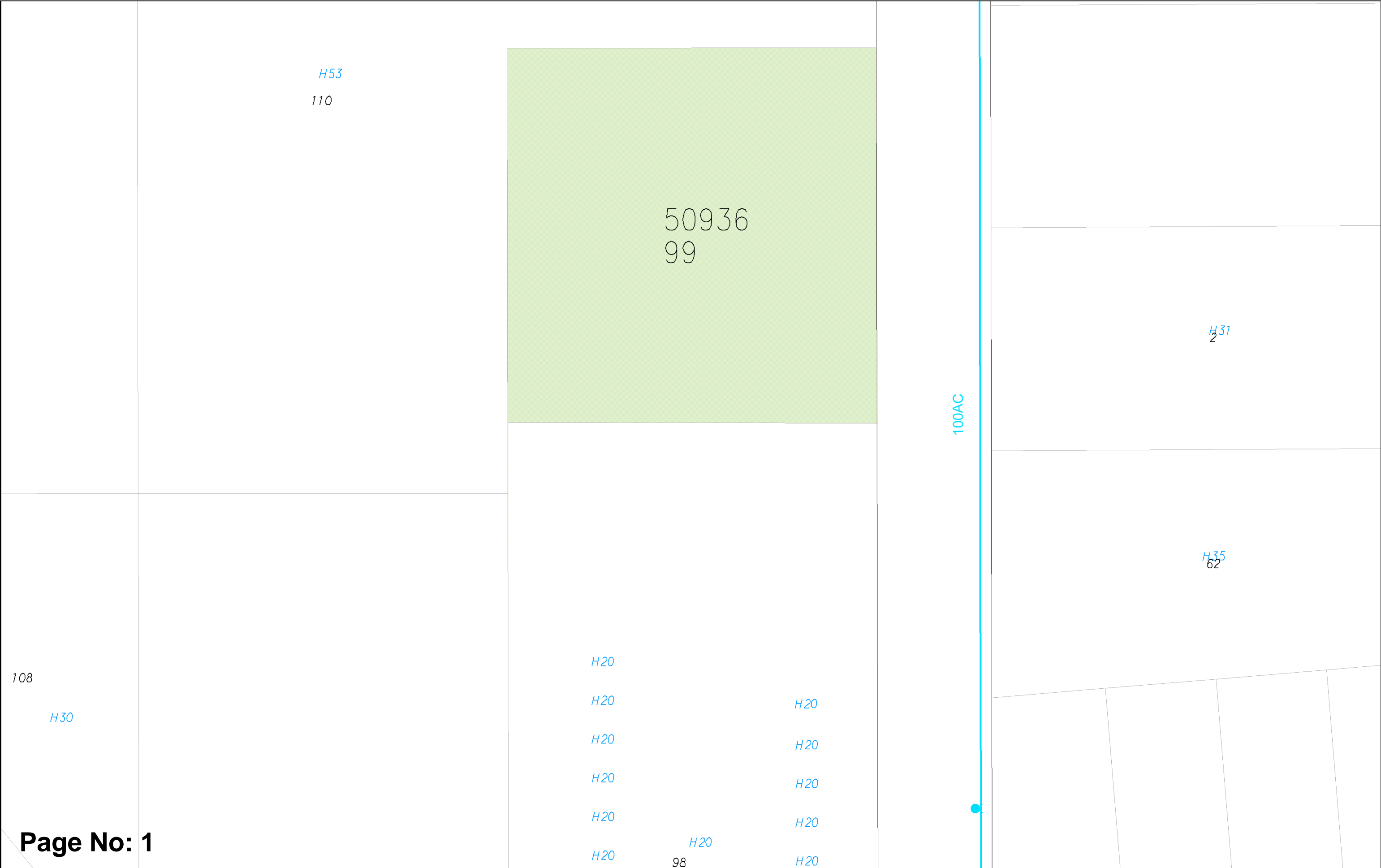
WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED

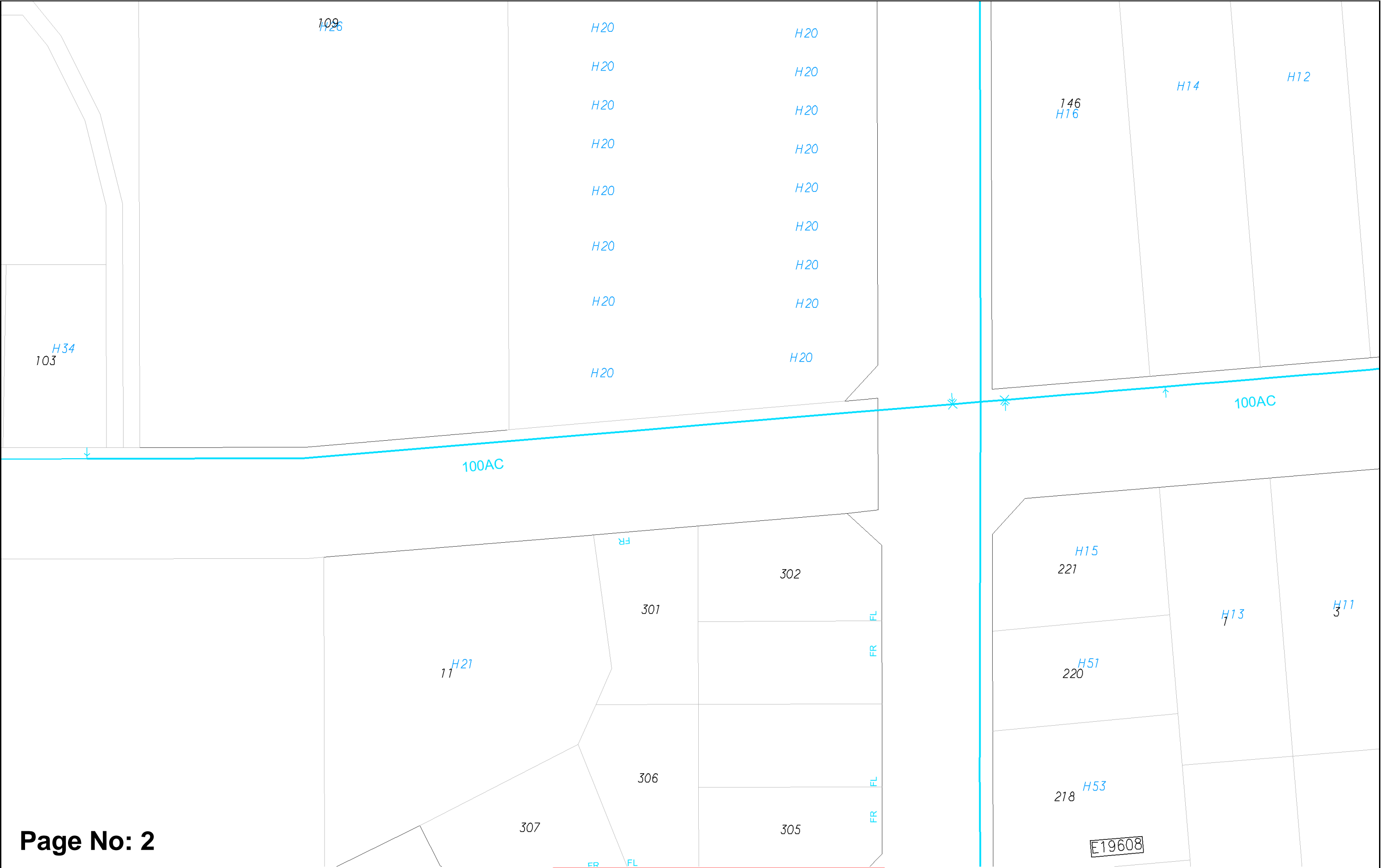
Apply for approval to work near our assets at:

[Working near assets \(watercorporation.com.au\)](http://watercorporation.com.au)

Unauthorised work within prescribed proximities of Water Corporation Assets is prohibited.

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Page No: 2



Scale: 1:750
Job No.: 37592199
Sequence No.: 244666760
Print Date: 13 Sep 2024



WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED
Apply for approval to work near our assets at:
[Working near assets \(watercorporation.com.au\)](http://watercorporation.com.au)
Unauthorised work within prescribed proximities of Water Corporation Assets is prohibited.

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Overview

Plan Legend (summary)



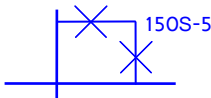
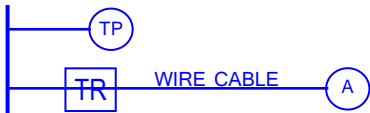





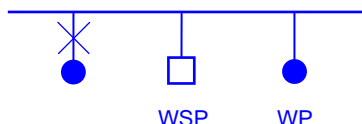
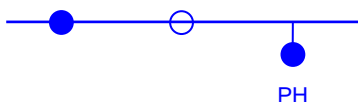
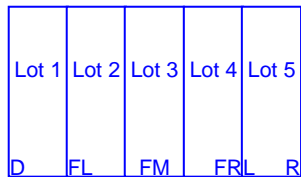


INFORMATION BROCHURE

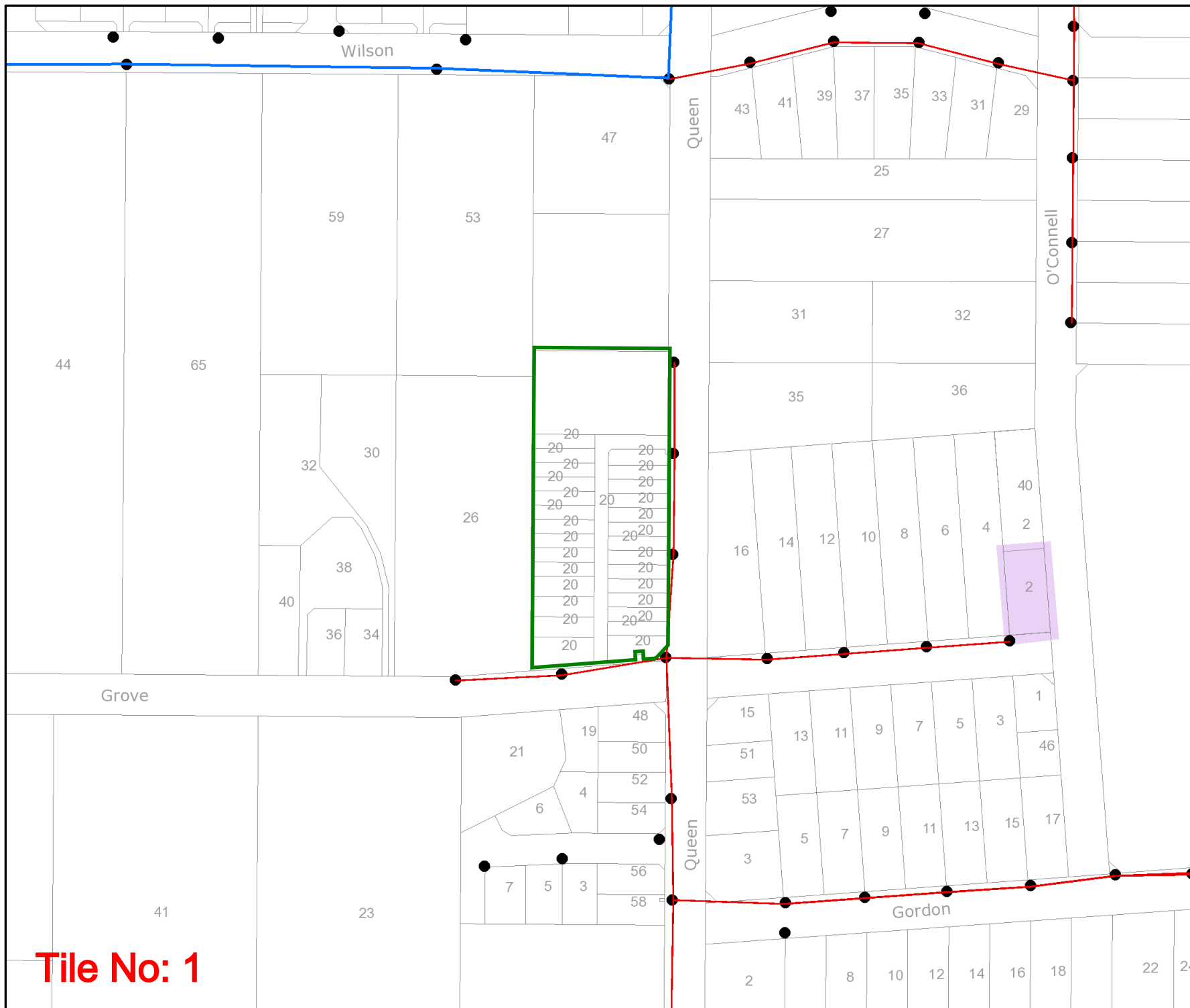



This legend is provided to [Dial Before You Dig](#) users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from www.watercorporation.com.au. (Your business > Working near pipelines > Downloads)

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.

	<p>WATER, SEWERAGE AND DRAINAGE PIPELINES</p> <p>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.</p> <p>Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.</p> <p>P.M. pressure main M.S. main sewer R rising main (i.e. drainage pressure main)</p> <p>Common material abbreviations:</p> <p>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</p>
	<p>NON-STANDARD ALIGNMENT</p> <p>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.)</p>
	<p>OTHER PIPE SYMBOLS</p> <p>Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.</p>
	<p>CONCRETE ENCASEMENT, SLEEVING AND TUNNELS</p> <p>May be in different forms: steel, poured concrete, box sections, slabs.</p>
	<p>CHANGE INDICATOR ARROW</p> <p>Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).</p>
	<p>PIPE OVERPASS</p> <p>The overpass symbol indicates the shallower of the two pipes.</p>
	<p>VALVES</p> <p>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.</p> <p>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.</p>

 	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.





OVERHEAD LEGEND

Structures	
● Power Pole	■ Transmission Poles

Transmission Overhead Powerline	
	Transmission (33kV - 330kV)

Distribution Overhead Powerline	
	High Voltage (1kV - 33kV)
	Low Voltage (< 1kV)

Proposed Construction Assets	
	Design Area *
	High Voltage Overhead Powerline
	Low Voltage Overhead Powerline
	Power Pole

Communications Assets	
	Overhead Pilot Cable

Feature	
	Area of Interest

*** Please refer to coversheet**

Privately owned cables NOT SHOWN (including house services)

This map is **INDICATIVE ONLY**.
Check that you have enough clearance from the **DANGER ZONES** near overhead powerlines.

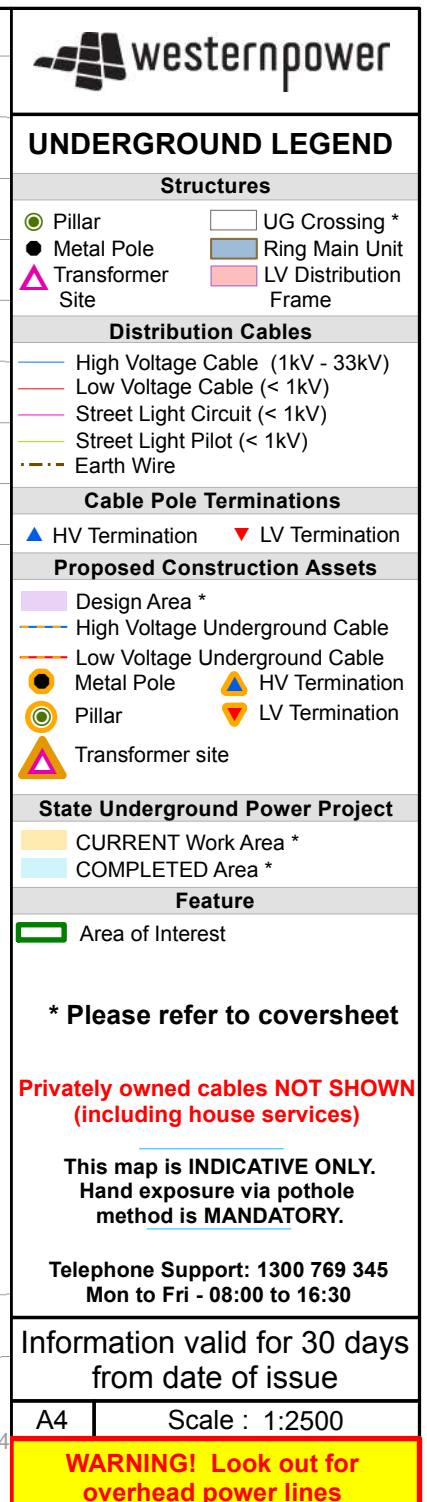
Telephone Support: 1300 769 345
Mon to Fri - 08:00 to 16:30

Information valid for 30 days from date of issue

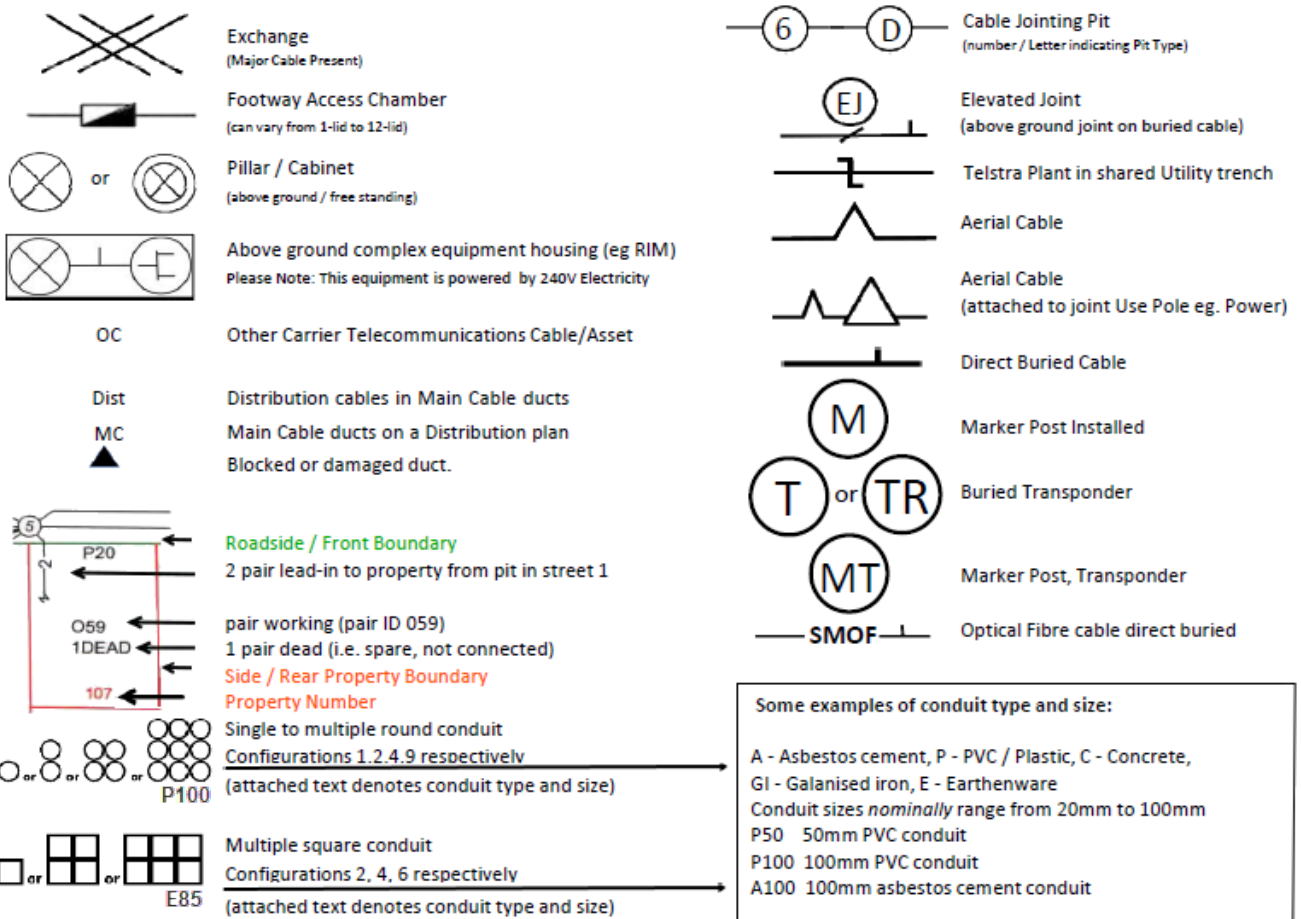
A4	Scale : 1:2500
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WARNING! Look out for overhead power lines

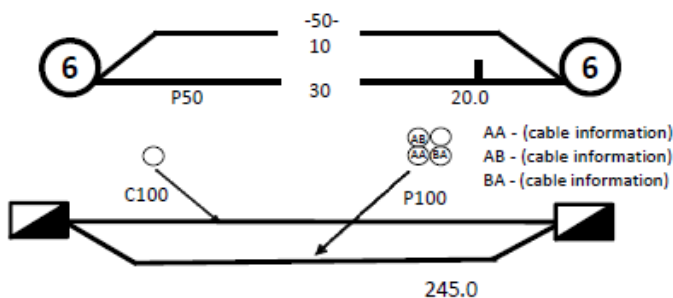
Tile No: 1



LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



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

26/09/2024

The Client
C/- Merrifield Real Estate
258 York Street
ALBANY WA 6330

To whom it may concern,

RE: RENTAL APPRAISAL – 2/60 GROVE STREET WEST LITTLE GROVE WA 6330

We wish to thank you for the opportunity to provide a rental appraisal for the above-mentioned property.

After viewing the property and taking into consideration its location and condition, we feel we can expect to achieve circa **\$340.00 - \$380.00 per week** in the current rental market.

In accordance with requirements to minimum security, internal blind cords and RCD and Smoke Alarm checks, please make your own investigations as to whether this property is compliant. Information can be obtained through the below websites:

Smoke Alarm guidelines:

[DFES_fireinthehome-smokealarm-renting-selling-FAQs.pdf](#)

Internal Blind cord requirements:

[Obligations of landlords - corded internal window coverings | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)



Minimum Security Requirements:

[Rental property security standards | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)

Should you have any questions, please feel free to contact me on (08) 9841 4022.

Yours faithfully,

Katie Donnison

Property Manager

Please note, as per our Professional Indemnity Policy, we must state the following: The Statements have been prepared solely for the information of the client and not for any third party. Although every care has been taken in arriving at the figure, we stress that it is an opinion only and not to be taken as a sworn valuation. We must add the warning that we shall not be responsible should the Statements or any part thereof be incorrect or incomplete in any way. This appraisal is deemed valid for 30 days from the date completed, or such earlier date if you become aware of any factors that have any effect on the property value.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 62351**

ADDRESS OF THE STRATA SCHEME:

20 Grove Street West, Little Grove WA 6330

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 62351 was held on 4/10/2023 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 10:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Department of Communities Housing
3	3	Yes	Gabriella & Phillip Nyakpo Via Teams
4	4	Apology	Yih Cheah
7	7	Apology	Makaba Pty Ltd Chairperson
8	8	Apology	Dominic & Angelina Carbone Chairperson
10	10	Apology	Donovan Tan Chairperson
11	11	Apology	Dianne & Kenneth Desmond Chairperson
16	16	Yes	Terence Meggison
17	17	Apology	Margaret Manfield Chairperson
18	18	Apology	Kate Sprogis
19	19	Yes	Department of Communities Housing
22	22	Yes	Department of Communities Housing
23	23	Apology	Diana & Craig Squires Chairperson
24	24	Yes	Department of Communities Housing
25	25	Apology	Jayne & Steven Walker Chairperson
27	27	Apology	Lukas Carson & Skye Morgan Chairperson
28	28	Apology	Paola Astudillo & Narria Richard Chairperson

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 Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 5/10/2022 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

3 Consideration of Statement of Accounts

Resolved that the Statement of accounts for the period ended 31/08/2023 be adopted as presented.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

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:

Jayne Walker, Terence Meggison, Kate Sprogis.

As there were no additional nominations, the Chairman declared the following candidates as the elected Council (unopposed): Jayne Walker, Terence Meggison, Kate Sprogis.

Moved: J O'Connor as proxy for Department of Communities Housing. Seconded: S Taylor as proxy for D Tan.

SPECIAL BUSINESS

5 Insurance

Resolved that:

- the WFI Financial Services Guide and 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 Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

A discussion took place regarding Loss of Rent cover. It was agreed to increase the Loss of Rent cover to \$1,000,000.

6 Valuation

Resolved that the owners accept a quote of \$770.00 from Acumentis to provide a valuation of the property for insurance purposes, with the cost of this item being included in the Budget for the year ending 31/08/2024.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

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 \$6,300.00 per annum.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

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

1. A discussion took place regarding the issues throughout the year regarding sewer pump faults. MRE provided an update on the upgrades to the pump system and the requirement to have annual servicing attended to.
2. A discussion took place regarding increasing the Capital Works Fund to be able to pay for future unexpected expenses. It was agreed for this to be increased this year and reviewed each year.

9 Budget

Amended motion resolved that the statement of estimated receipts and payments (budget) for the period ended 31/08/2024 be tabled and adopted.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

10 Levy of Contributions

Resolved that:

(a) contributions to the Administrative Fund are estimated and determined at \$22,005.00; and

(b) contributions to the Capital Works 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 1/09/2023 and subsequent instalments being due on the first days of 1/12/2023, 1/03/2024 and 1/06/2024.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

Please note, the shortfall for the first levy quarter will be split between the remaining 3 quarters.

11 Next AGM

Resolved that the AGM next year be held on Wednesday, 9th October 2024 commencing at 10.00am.

Moved: T Meggison. Seconded: J O'Connor as proxy for Department of Communities Housing.

12 Matters without notice for discussion and referral to the Council

Light outside unit 8 broken and needs repairing. MRE will follow up with contractor.

Slashing of rear block. MRE will investigate this further.

Gutter cleaning. MRE will seek a quote early next year to clean gutters to all units and email all owners for approval, This expense will be invoiced to each owner. It was thought that this may work out cheaper to attend to the whole complex.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:50 AM.

Approved Budget to apply from 01/09/2023

20 Grove Street West

20 Grove Street West, Little Grove WA 6330

Administrative Fund			
	Approved budget	Actual 01/09/2022-31/08/2023	Previous budget
Revenue			
Levies Due--Admin	22,005.00	19,752.96	19,753.00
Status Certificate Fees	0.00	1,680.00	0.00
Total revenue	22,005.00	21,432.96	19,753.00
Less expenses			
Admin--Management Fees--Standard	6,300.00	5,247.96	5,248.00
Admin--Postage & Petties	280.00	280.00	280.00
Admin--Status Certificate Fees Paid	0.00	1,400.00	0.00
Insurance--Premiums	12,000.00	11,637.00	11,000.00
Insurance--Valuation	770.00	0.00	0.00
Maint Bldg--General Repairs	500.00	219.95	500.00
Maint Bldg--Pumps	1,000.00	1,561.85	800.00
Maint Grounds--Lawns & Gardening	1,375.00	1,100.00	1,375.00
Utility--Electricity	550.00	184.49	550.00
Total expenses	22,775.00	21,631.25	19,753.00
Surplus/Deficit	(770.00)	(198.29)	0.00
Opening balance	1,815.09	2,013.38	2,013.38
Closing balance	\$1,045.09	\$1,815.09	\$2,013.38
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$22.01		\$19.75

Capital Works Fund

Approved
budget01/09/2022-31/08/2023
ActualPrevious
budget

Revenue

Levies Due--Capital Works

2,000.00

1,000.00

1,000.00

Total revenue

2,000.00

1,000.00

1,000.00

Surplus/Deficit

2,000.00

1,000.00

1,000.00

Opening balance

2,000.00

1,000.00

1,000.00

Closing balance

\$4,000.00

\$2,000.00

\$2,000.00

Total units of entitlement

1000

1000

Levy contribution per unit entitlement

\$2.00

\$1.00

Approved Levy Schedule to apply from 01/09/2023

20 Grove Street West

20 Grove Street West, Little Grove 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	1	53.00	291.57	26.50	318.07	1,272.28
2	2	42.00	231.05	21.00	252.05	1,008.20
3	3	42.00	231.05	21.00	252.05	1,008.20
4	4	42.00	231.05	21.00	252.05	1,008.20
5	5	33.00	181.54	16.50	198.04	792.16
6	6	33.00	181.54	16.50	198.04	792.16
7	7	33.00	181.54	16.50	198.04	792.16
8	8	33.00	181.54	16.50	198.04	792.16
9	9	46.00	253.06	23.00	276.06	1,104.24
10	10	34.00	187.04	17.00	204.04	816.16
11	11	34.00	187.04	17.00	204.04	816.16
12	12	34.00	187.04	17.00	204.04	816.16
13	13	34.00	187.04	17.00	204.04	816.16
14	14	34.00	187.04	17.00	204.04	816.16
15	15	34.00	187.04	17.00	204.04	816.16
16	16	34.00	187.04	17.00	204.04	816.16
17	17	34.00	187.04	17.00	204.04	816.16
18	18	34.00	187.04	17.00	204.04	816.16
19	19	34.00	187.04	17.00	204.04	816.16
20	20	34.00	187.04	17.00	204.04	816.16
21	21	34.00	187.04	17.00	204.04	816.16
22	22	36.00	198.04	18.00	216.04	864.16
23	23	34.00	187.04	17.00	204.04	816.16
24	24	33.00	181.54	16.50	198.04	792.16
25	25	33.00	181.54	16.50	198.04	792.16
26	26	33.00	181.54	16.50	198.04	792.16
27	27	33.00	181.54	16.50	198.04	792.16
28	28	33.00	181.54	16.50	198.04	792.16
		1,000.00	\$5,501.20	\$500.00	\$6,001.20	\$24,004.80

Statement of Financial Position

As at 11/09/2024

20 Grove Street West

20 Grove Street West, Little Grove WA 6330

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	5,321.20
Owners Equity--Admin	1,815.09
	7,136.29
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	500.00
Owners Equity--Capital Works	2,000.00
	2,500.00
Net owners' funds	\$9,636.29
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	4,491.38
Receivable--Levies--Admin	550.81
	5,042.19
Capital Works Fund	
Cash at Bank--Capital Works	4,447.62
Receivable--Levies--Capital Works	52.25
	4,499.87
Unallocated Money	
	0.00
Total assets	9,542.06
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	180.00
	180.00
Capital Works Fund	
	0.00
Unallocated Money	
	0.00
Total liabilities	180.00
Net assets	\$9,362.06

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.



Issue date: 27 May 2024

Certificate of Insurance

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

INSURED:	The Owners of Survey Strata Plan 62351	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	20 GROVE STREET E, LITTLE GROVE, WA 6330	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$7,312,360.00 Common Contents - \$73,124.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$500,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20254862	
PERIOD OF INSURANCE:	16 May 2024 expiring on 16 November 2024 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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

FORM B2

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

FORM 25

STRATA TITLES ACT 1985

SECTION 5C(1)

THE OWNERS OF 20 GROVE STREET LITTLE GROVE

SURVEY STRATA PLAN NO. 62351

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
GROVE 20 PTY LTD (ACN 126 134 165).

(Description of parcel the subject of the Plan)

Lot 98 on Deposited Plan 69917, the whole of the land in Certificate of Title Volume 2766 Folio 499.

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

1. The Schedule 1 Bylaws are amended and repealed or added to as follows:-
The bylaws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the survey strata plan are repealed and the Schedule 1 Bylaws numbered 1 to 29 inclusive as appears in the Schedule hereto are added.
2. The Schedule 2 Bylaws are amended, repealed or added to as follows:
The Bylaws in Schedule 2 to the Act are repealed.

Dated this 25th day of June 2013

EXECUTED by GROVE 20 PTY LTD
(ACN 126 134 165) pursuant to
section 127 of the *Corporations
Act 2001*:

Director

FARMAR GORSY

Full Name (Please Print)
* Delete if inapplicable

Director/Secretary

SHAHYAR GORSY

Full Name (Please Print)

PLEASE REFER NEXT PAGE

ENCUMBRANCE

Mortgage M73010 to Daly & Shaw Building Pty Ltd

We, Daly & Shaw Building Pty Ltd, being the Mortgagee under Mortgage Number M73010 registered as an encumbrance against Certificate of Title Volume 2766 Folio 499 hereby consent to this Deed.

EXECUTED by DALY & SHAW
BUILDING PTY LTD
(ACN 078 851 706) pursuant to
section 127 of the Corporations
Act 2001:

Director

Robert Bruce Shaw

Full Name (Please Print)
* Delete if inapplicable

Director/Secretary*

Michael Gerard Daly

Full Name (Please Print)

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SCHEDULE 1

BY-LAWS

1. Definitions

1.1 The following words have these meanings in the Schedule 1 Bylaws unless the contrary intention appears:

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

"Local Authority" means the local authority as may from time to time have jurisdiction over the scheme;

"lot" means a survey-strata lot contained on the survey strata plan;

"Original Proprietor" means the registered proprietor of the land before the scheme was constituted by registration of the survey strata plan;

"Premises" means the proprietor's lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

"Proprietor" means the proprietor from time to time of a lot and the proprietors successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

"Invitee" means each of the proprietor's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;

"Schedule 1 Bylaws" means the Schedule 1 Bylaws 1 to 29 inclusive;

"Services" means the supply of electricity, gas, water, sewer, drainage, telephone and any other pipe or cable which delivers those things to a lot or the parcel;

"Signage" means any sign affixed to, painted, erected or attached to any building or within the boundaries of a lot or within the boundaries of the parcel;

"the Act" means the *Strata Titles Act 1985*, as amended.

1.2 Interpretation

In the Schedule 1 Bylaws:

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

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

1.2.1.2 all statutory instruments or orders made pursuant to it.

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

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

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

1.3 Severability

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

2. Duties of Proprietor, occupiers, etc.

2.1 A proprietor shall:

2.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;

2.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

2.2 A proprietor shall:

2.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and

2.2.2 If required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

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

2.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and

2.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;

2.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and

2.3.4 take all reasonable steps to ensure that his visitors comply with the bylaws of the strata company relating to the parking of motor vehicles.

3. Constitution of the Council

3.1 The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company 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.

- 3.2 Until the inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this bylaw shall no longer apply.
- 3.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- 3.4 The members of the council shall be elected at each annual general meeting of the strata company.
- 3.5 In determining the number of proprietors for the purposes of this bylaw, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- 3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 3.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- 3.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- 3.9 A member of the council vacates his office as a member of the council:
- 3.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 3.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - 3.9.3 at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected; or
 - 3.9.4 where he is removed from office under bylaw 3.8 of the Schedule 1 Bylaws.
- 3.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under bylaw 3.8 of the Schedule 1 Bylaws, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- 3.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 3.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these bylaws as the quorum of the council, the

continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

- 3.13 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.

4. Election of council

- 4.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:

4.1.1 the meeting shall determine, in accordance with the requirements of bylaw 3.3 of the Schedule 1 Bylaws the number of persons of whom the council shall consist;

4.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.

- 4.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:

4.2.1 in writing, and furnished to the chairman at the meeting;

4.2.2 orally by nominee who is present at the meeting.

- 4.3 When no further nominations are forthcoming, the chairman:

4.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of bylaw 3.3 of the Schedule 1 Bylaws, shall declare those candidates to be elected as members of the council;

4.3.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.

- 4.4 If a ballot is to be held, the chairman shall:

4.4.1 announce the names of the candidates; and

4.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.

- 4.5 A person who is entitled to vote shall complete a valid ballot paper by:

4.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;

4.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;

4.5.3 signing the ballot-paper; and

- 4.5.4 returning it to the chairman.
- 4.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 4.7 Subject to bylaw 4.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with bylaw 3.3 of the Schedule 1 Bylaws, who receive the highest numbers of votes shall be declared elected to the council.
- 4.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in bylaw 4.7 of the Schedule 1 Bylaws:
- 4.8.1 that number equals the number of votes recorded in favour of any other candidate; and
- 4.8.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.
- 5. Chairman, secretary and treasurer of council**
- 5.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- 5.2 A person:
- 5.2.1 shall not be appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws unless he is a member of the council; and
- 5.2.2 may be appointed to one or more of those offices.
- 5.3 A person appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws shall hold office until:
- 5.3.1 he ceases to be a member of the council;
- 5.3.2 receipt by the strata company of notice in writing of his resignation from that office; or
- 5.3.3 another person is appointed by the council to hold that office,
- whichever first happens.
- 5.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.
- 6. Chairman, secretary and treasurer of strata company**
- 6.1 Subject to bylaw 6.2 of the Schedule 1 Bylaws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 6.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman

of the strata company for the purposes of that meeting.

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

7. Meetings of council

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

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

7.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

7.2.2 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

- 7.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.

- 7.4 A proprietor or individual may be appointed under bylaw 7.3 of the Schedule 1 Bylaws whether or not he is a member of the council.

- 7.5 If a person appointed under bylaw 7.3 of the Schedule 1 Bylaws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.

- 7.6 The council shall keep minutes of its proceedings.

8. Powers and duties of secretary of strata company

- 8.1 The powers and duties of the secretary of a strata company include:

8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;

8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;

8.1.3 the supply of information on behalf of the strata company in accordance with section 43 (1)(a) and (b) of the Act;

8.1.4 the answering of communications addressed to the strata company;

8.1.5 the calling of nominations of candidates for election as members of the council; and

- 8.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

9. Powers and duties of treasurer of strata company

- 9.1 The powers and duties of the treasurer of a strata company include:

- 9.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
- 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
- 9.1.3 the preparation of any certificate applied for under section 43 of the Act; and
- 9.1.4 the keeping of the books of account referred to in section 35(1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

10. General meetings of strata company

- 10.1 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.
- 10.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 10.3 The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- 10.4 If the council does not within 21 days after the date of the making of a requisition under the bylaw 10.3 of the Schedule 1 Bylaws proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter 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.
- 10.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- 10.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with bylaw 10.5 of the Schedule 1 Bylaws.

11. Proceedings at general meetings

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

- 11.2 Except as otherwise provided in these bylaws, 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.
- 11.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- 11.4 If within half an hour from the time appointed for a general meeting a quorum is not present, 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.
- 11.5 Bylaws 11.3 and 11.4 of the Schedule 1 Bylaws do not apply to a general meeting of a strata company referred to in Section 50B.
- 11.6 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.
- 11.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- 11.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- 11.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 11.11 A demand for a poll may be withdrawn.
- 11.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- 11.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.
- 12. Restriction on moving motion or nominating candidate**
- A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.
- 13. Votes of Proprietors**
- 13.1 On a show of hands each proprietor has one vote.
- 13.2 On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.

- 13.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- 13.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.
- 14. A proxy need not be a Proprietor.**
- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 15. 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 the Schedule 1 Bylaws.
- 15.2 The council shall make provision for the safe custody of the common seal.
- 16. Use of Premises**
- 16.1 Subject to this Schedule 1 bylaw 16 a proprietor of a residential lot may only use his lot as a residence.
- 16.2 Notwithstanding bylaw 16.1 a proprietor of a residential lot may:
- 16.2.1 grant occupancy rights in respect of his lot to residential tenants;
- 16.2.2 conduct business from his lot so long as:
- 16.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
- 16.2.2.2 the conduct of the business from the lot does not breach any local authority bylaw or regulation;
- 16.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;

16.2.2.4 the business does not involve the manufacture storage or vending of goods.

16.3 Notwithstanding bylaw 16.1 the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers of that or other lots within the scheme.

16.4 If a proprietor grants occupancy rights in respect of his lot he shall:

16.4.1 promptly provide the council with the full name of each occupier;

16.4.2 give each occupier a copy of the bylaws and the rules (if any) at the commencement of the occupation; and

16.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the bylaws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

17. Vehicles

17.1 Neither a proprietor nor a proprietor's invitee shall:

17.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the common property lot;

17.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property lot;

17.1.3 park or stand any vehicle upon those portions of the common property not allocated for that purpose;

17.1.4 use any part of the common property for the parking or standing of a commercial vehicle;

17.1.5 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any part of the common property.

18. Responsibility for Proprietor's Invitees

18.1 A proprietor shall:

18.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;

18.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.

19. Signs

19.1 No sign or billboard of any kind shall be displayed within public-view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of

the council and otherwise on such terms and conditions as the council determines (if any). Nothing in this bylaw shall prevent the original proprietor from displaying "For Sale" signs within the scheme.

20. Construction standards.

All construction carried out on the individual lots will be undertaken by a contractor registered with the Builders Registration Board of Western Australia and shall be completed in a workman like manner in accordance with the plans and specifications approved by the local government authority, except in the case of an 'owner builder' when all works shall be in accordance with the Australian Building Codes.

21. Construction materials.

All materials used in the construction of a building or buildings on the individual lots will be new unless prior approval, in writing, is obtained from the local authority.

22. Construction design and appearance.

The buildings which are to be constructed shall be in accordance with the plans and specifications approved by the local authority.

23. Appearance of the lot.

23.1 A proprietor, occupier or tenant of a lot shall maintain the appearance of the lot in such a manner that it is in keeping with the appearance of the other lots within the scheme in respect to tidiness, landscaping and maintenance of any building(s) contained within the lot.

23.2 All antennas or satellite dishes installed by proprietors must not be visible from the common property lot.

24. Maintenance of services and parts of building contained within a lot.

The cost of any maintenance, repair or replacement of any part of any building, sewerage plumbing, water supply pipes, gas piping, electrical supply wiring and any other service supply contained within the boundaries of the individual lot, beyond any common supply connection point contained within the parcel shall be the sole responsibility of the registered proprietor of the lot to which such maintenance, repair or replacement is required.

25. Maintenance and repair of dividing fences.

It is the responsibility of each registered proprietor to ensure that any dividing fences between their relevant lot and any other lot is properly maintained and repaired as the need may arise and any costs incurred shall be the responsibility of the registered proprietors of the lots to which the fence relates and such costs will be divided between the registered proprietors of the lots concerned in accordance with the *Dividing Fences Act, 1961*, as amended.

26. Penalty for Breach of Bylaws

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$500.00 or such other amount as is prescribed by the Act from time to time.

27. Strata Company Management

27.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment. The appointment must be authorised by the proprietors at a meeting called for that purpose and at which only those proprietors present in person may vote.

27.2 Unless otherwise provided in the bylaws the strata company may delegate (other than the power of delegation) all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).

27.3 The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the strata company:

27.3.1 to arrange as required by the strata company normal day to day maintenance, repair and replacement of any personal property vested in the strata company, but excluding any special attendance at the land and common property for this purpose;

27.3.2 to view the improvements within the scheme on at least 1 occasion in each year;

27.3.3 arrange and attend the annual general meeting during any yearly period;

27.3.4 act upon request by, or in the absence of, the chairman:

27.3.4.1 as Chairman of any meeting of the strata company; or

27.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;

27.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;

27.3.5 as agent for the strata company to engage or employ contractors the caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;

27.3.6 to arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;

27.3.7 to disburse monies in accordance with the Act and the terms of the bylaws;

27.3.8 to maintain the records of the strata company required by law;

27.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;

27.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;

27.3.11 to take possession of and care for the records and documents of the strata company;

- 27.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- 27.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 Bylaws;
- 27.3.14 generally implement the decisions of the strata company and its council;
- 27.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the strata company;
- 27.3.16 to attend on behalf of the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;
- 27.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata company;
- 27.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- 27.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 27.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

28. Insurance Rates

- 28.1 Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the strata company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.
- 28.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.

29. Recovery of Costs by Strata Company

- 29.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:
 - 29.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
 - 29.1.2 legal costs on an indemnity basis; and

29.1.3 debt recovery agency's costs,

are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.

- 29.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 29.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.
- 29.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 29.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by this bylaw and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 29.6 In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this bylaw.

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person stated.

EXAMINED

M318405 SM

12 July 2013

25 Jun 2013 12:27:14 Perth



REG \$ 160.00

LODGED BY:

ADDRESS:

Chalmers Legal Studio
Post Office Box 7481
Cloisters Square
PERTH WA 6850

PHONE NO:

FAX NO:

REFERENCE NO:

394964
999L

PREPARED BY: Chalmers Legal Studio

ADDRESS:

Studio 7, The Wills Building
82 King Street
PERTH WA 6000
Our Ref: LC:38104Y:ii-04
Revision 2 Master Set - 10/02/2011 12 NOON
(Application File: 39496Y)

PHONE NO: (08) 9360 4100 FAX NO: (08) 9360 4199

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

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



LANDGATE COPY OF ORIGINAL NOT TO SCALE Tue Jul 23 10:47:56 2013 JOB 42344778

FORM 3

SURVEY-STRATA PLAN No.				62351			
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	53	2816	- 954	28	33	2816	- 981
2	42	2816	- 955	CP29	Common Property		
3	42	2816	- 956	CP30	Common Property		
4	42	2816	- 957				
5	33	2816	- 958				
6	33	2816	- 959				
7	33	2816	- 960				
8	33	2816	- 961				
9	46	2816	- 962				
10	34	2816	- 963				
11	34	2816	- 964				
12	34	2816	- 965				
13	34	2816	- 966				
14	34	2816	- 967				
15	34	2816	- 968				
16	34	2816	- 969				
17	34	2816	- 970				
18	34	2816	- 971				
19	34	2816	- 972				
20	34	2816	- 973				
21	34	2816	- 974				
22	36	2816	- 975				
23	34	2816	- 976				
24	33	2816	- 977				
25	33	2816	- 978				
26	33	2816	- 979				
27	33	2816	- 980				

Continued Overleaf

DESCRIPTION OF PARCEL

**CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA**

Brad Dawson
2013.07.02
12:34:59 +08'00'
Signed

ANNEXURE 'A' OF SURVEY-STRATA PLAN NO. 62351

[illegible]

Note: Entries may be affected by subsequent endorsements.

S62351

<u>Lot Number</u>	<u>Part Register Number</u>	<u>Unit Entitlement</u>	<u>Lot Number</u>	<u>Part Register Number</u>	<u>Unit Entitlement</u>
1	2816/954	53	2	2816/955	42
3	2816/956	42	4	2816/957	42
5	2816/958	33	6	2816/959	33
7	2816/960	33	8	2816/961	33
9	2816/962	46	10	2816/963	34
11	2816/964	34	12	2816/965	34
13	2816/966	34	14	2816/967	34
15	2816/968	34	16	2816/969	34
17	2816/970	34	18	2816/971	34
19	2816/972	34	20	2816/973	34
21	2816/974	34	22	2816/975	36
23	2816/976	34	24	2816/977	33
25	2816/978	33	26	2816/979	33
27	2816/980	33	28	2816/981	33