

**FOR SALE**



**\$324,000**

**16 / 256 COSY CORNER ROAD, KRONKUP**



## ATTENTION ALL INVESTORS!

- Modern, practical holiday unit in great condition
- Fully furnished, all appliances included
- Communal tennis court, games room, cafe
- Walk to beach, fishing, surfing
- 6% net returns, management available
- Close to tourist attractions, National Park

**Merrifield**  
REAL ESTATE

**Lee Stonell**

**0409 684 653**

0898414022

[lee@merrifield.com.au](mailto:lee@merrifield.com.au)



 **3**  **2**  **1**  **288 m2**



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

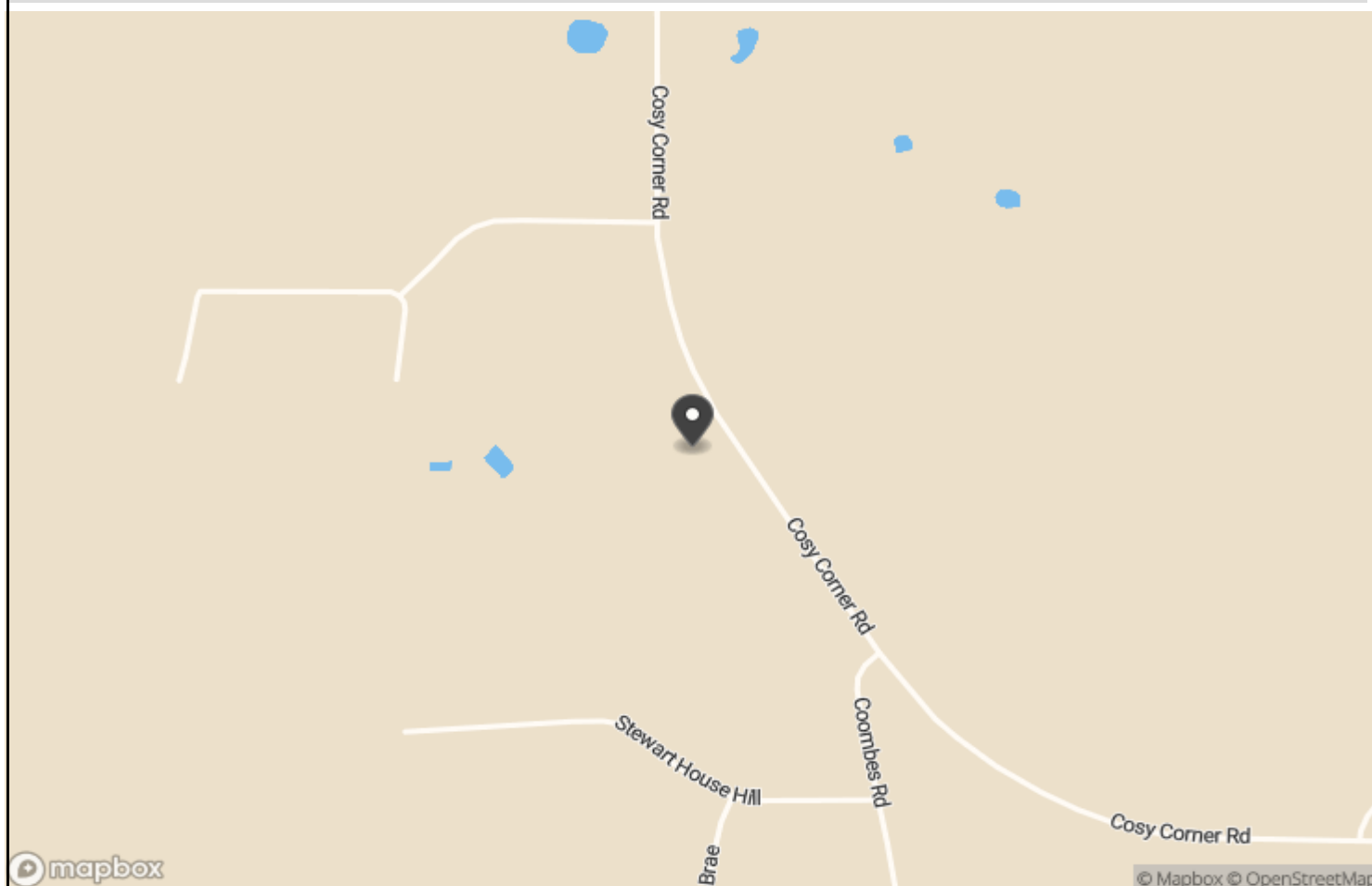


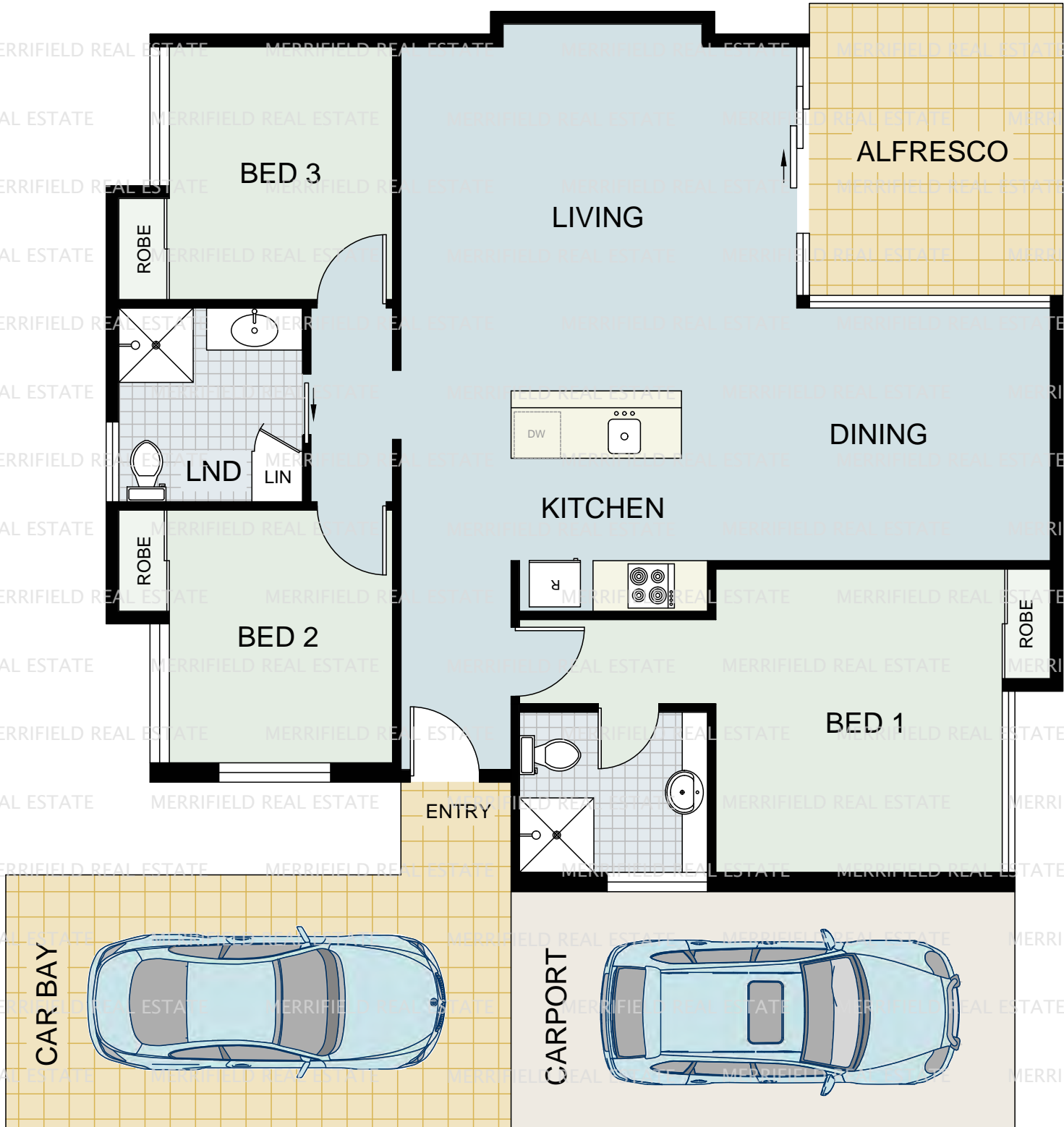
## 16 / 256 COSY CORNER ROAD, KRONKUP



### Specification

Asking Price	\$324,000	Land Size	288.00 m2
Bedrooms	3	Frontage	16.10 m2
Bathrooms	2	Restrictive Covenants	See Certificate of Title
Toilets	2	Zoning	Special use
Parking	1	School Zone	Mt Lockyer P.S & N.A.S.H.S
Sheds	N/A	Sewer	Septic System
HWS	Instant Gas	Water	Filtered Bore Water
Solar	N/A	Internet Connection	Wireless NBN Available
Council Rates	\$1,366.49	Building Construction	Brick & Colorbond
Water Rates	N/A	Insulation	Yes
Strata Levies	\$2,998.08 per annum	Built/Builder	2008
Weekly Rent	N/A	BAL Assessment	N/A
Lease Expiry	N/A	Items not included	N/A







-- Map Viewer Plus --

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Please refer to original documentation for all legal purposes.



WESTERN



AUSTRALIA

REGISTER NUMBER

**16/SP37046**DUPLICATE  
EDITION**4**

DATE DUPLICATE ISSUED

**3/9/2019**VOLUME  
**2513**FOLIO  
**172**

# 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.

REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 16 ON SURVEY-STRATA PLAN 37046

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

**REGISTERED PROPRIETOR:**  
 (FIRST SCHEDULE)

JOHN HARGRAVE HARVEY OF PO BOX 75 SOUTH PERTH WA 6951

(T 0228783 ) REGISTERED 3/9/2019

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

- 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.

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.  
 \* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.

-----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: SP37046  
 PREVIOUS TITLE: 2179-551  
 PROPERTY STREET ADDRESS: UNIT 16 256 COSY CORNER RD, KRONKUP.  
 LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY



# Survey Strata Plan 37046

Lot	Certificate of Title	Lot Status	Part Lot
1	2179/546	Registered	
2	2179/547	Registered	
3	2179/548	Registered	
4	2179/549	Registered	
5	2179/550	Registered	
6	2179/551 (Cancelled)	Retired	
7	2513/163	Registered	
8	2513/164	Registered	
9	2513/165	Registered	
10	2513/166	Registered	
11	2513/167	Registered	
12	2513/168	Registered	
13	2513/169	Registered	
14	2513/170	Registered	
15	2513/171	Registered	
16	2513/172	Registered	
17	2513/173	Registered	
18	2513/174	Registered	
19	N/A	Registered	



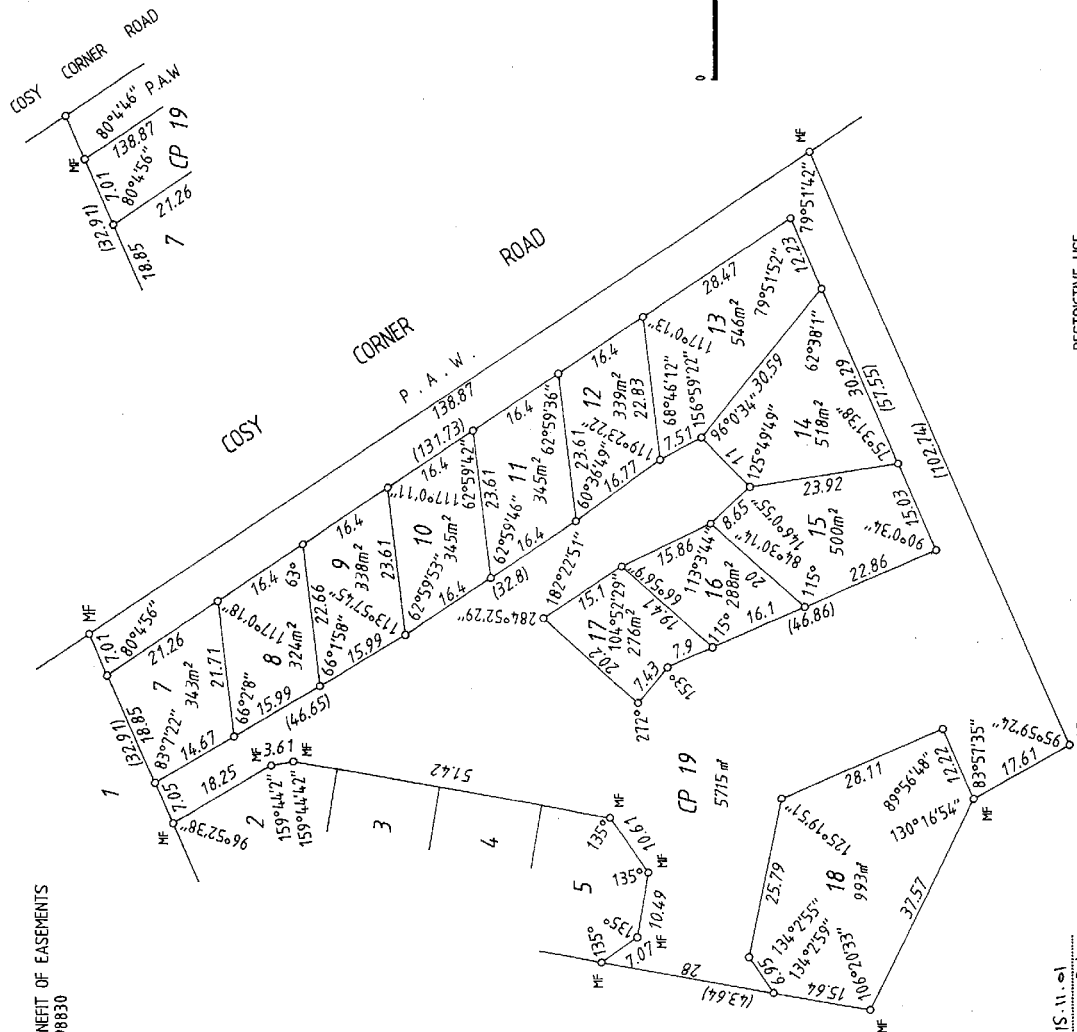
STRATA PLAN 37046



OUR REF 2301K

RESTRICTIVE USE  
Pursuant to Section 6 of the Strata Titles Act, Lots 7-17 incl. within this scheme are restricted as follows: No person shall occupy any one or more such lots for more than a total of 3 months in any 12 month period

LIMITED TO DEPTH OF 60.96 METRES

TOGETHER WITH THE BENEFIT OF EASEMENTS  
CREATED ON DIAGRAM 98830

151

DIA 98830

*John Kinnear*  
Licensed Surveyor

15.11.01 Date

**JOHN KINNEAR & ASSOCIATES**  
Consulting Surveyors

PO BOX 1429  
61 DUNE STREET

ALBANY, WA 6331  
PHONE (08) 9842 1353 FAX (08) 9842 1570  
ACN 009 195 653

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA / SURVEY -

STRATA PLAN 37046

SHEET 1 OF 1 SHEETS

MANAGEMENT STATEMENT YES/NO

Lodged 12.12.2001 329947

Examined 10.1.2002

Registered 1.4.2004 4.1.02

REGISTRAR OF TITLES

WESTERN AUSTRALIAN PLANNING COMMISSION  
FILE 94-99

Certificate of Approval of W.A.P.C. under Section 244 of 25B(2) of Strata Titles Act 1985

*Eugene Harris*  
FOR CHAIRMAN  
27/11/2001 DATE

PLAN OF

RE-SUBDIVISION OF

LOT 6 ON

STRATA PLAN 37046

CERTIFICATE OF TITLE  
VOL 2179 FOL 551LOCAL GOVERNMENT  
CITY OF ALBANYINDEX PLAN  
TORBAY (25) NE & SEFIELD BOOK NUMBER  
80793  
86159SCALE  
1:750

NAME OF SCHEME

COSY CORNER VILLAGE

ADDRESS OF PARCEL

COSY CORNER ROAD  
TORBAY WA 6330

Department of Land Administration



## FORM 3

STRATA/SURVEY-STRATA PLAN NO. 37046 *							
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	935	2179	546	15	555	2513	171
2	545	2179	547	16	545	2513	172
3	545	2179	548	17	545	2513	173
4	545	2179	549	18	825	2513	174
5	545	2179	550	19	COMMON PROPERTY.		
6	Now	SUBDIVIDED					
7	545	2513	163				
8	545	2513	164				
9	545	2513	165				
10	545	2513	166				
11	545	2513	167				
12	545	2513	168				
13	590	2513	169				
14	555	2513	170	Aggregate	10,000		

## DESCRIPTION OF PARCEL AND BUILDING/PARCEL

Lot 6 on Strata Plan 37046  
Subdivided into 12 Lots and 1 Common Property Lot

CERTIFICATE OF LICENSED VALUER  
STRATA/SURVEY STRATA

I, Christopher Peter King, 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 per cent more or 5 per cent 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.

5 December 2001.  
Date

C.P. King  
Signed

**FORM 6**

Strata Titles Act 1985  
Sections 5B(1), 8A, 22(2)

**SURVEY-STRATA PLAN No. 37046**

**DESCRIPTION OF PARCEL**

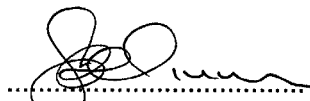
Lot 6 on Strata Plan 37046  
Subdivided into 12 Lots and 1 Common Property Lot.

**CERTIFICATE OF SURVEYOR**

I, John Kinnear, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the survey-strata plan which relates to the parcel described above (in this certificate called "the plan"):-

- (a) the plan is a correct and accurate representation of the survey carried out ~~\*by me personally~~/or under my own personal supervision, inspection and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and the relevant law in relation to which it is lodged; and
- ~~\*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Survey-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 Strata Titles General Regulations 1996.~~

15.11.01  
Date


  
Licensed Surveyor

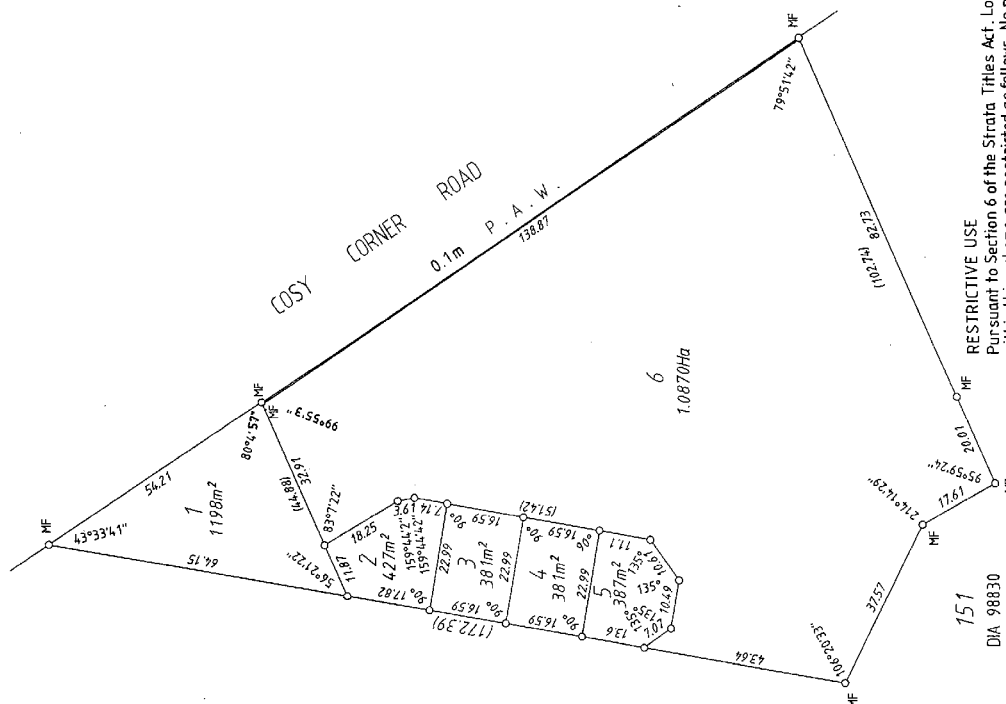
\* Delete if inapplicable



LIMITED TO A DEPTH OF 60.96 METRES

TOGETHER WITH THE BENEFIT OF EASEMENTS  
CREATED ON DIAGRAM 98830

<b>STRATA SURVEY —</b>	
<b>STRATA PLAN</b>	<b>37046</b>
<b>SHEET 1 OF 1 SHEETS</b>	
MANAGEMENT STATEMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Lodged <u>2. 11. 99</u> <u>252536</u> Examined <u>23. 11. 99</u> <u>MAD</u> Registered <u>5. 1. 2000</u> <u>H304265</u>	
REGISTRAR OF TITLES WESTERN AUSTRALIAN PLANNING COMMISSION Certificate of Approval of W.A.P.C. under Section 25(1) or 25B(2) of Strata Titles Act 1985. Ref 94-99 <u>Eugene Thomas</u> <u>99/10/1999</u> FOR CHAIRMAN DATE	
<b>PLAN OF</b>	
LOT 150 OF TORBAY AA LOT 33 ON DIA 98830	
CERT. OF TITLE	VOL. 2179 FOL. 544
LOCAL GOVERNMENT	CITY OF ALBANY
INDEX PLAN	TORBAY (25) NE & SE
FIELD BOOK NUMBER	80793
SCALE	1 : 1000
NAME OF SCHEME	
COSY CORNER VILLAGE	
ADDRESS OF PARCEL	
COSY CORNER ROAD TORBAY WA 6330	
 <b>DOLA</b> Department of LAND ADMINISTRATION	



**RESTRICTIVE USE**  
Pursuant to Section 6 of the Strata Titles Act, Lots 2-6 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 one 12 month period.

JOHN KINNEAR & ASSOCIATES  
Consulting Surveyors

**RESTRICTIVE USE**

Pursuant to Section 6 of the Strata Titles Act 1985-1986, the registered proprietor of the lots is restricted in use to occupancy by 2 persons, and the use of the lots is restricted to a maximum of 3 calendar months out of every 12 months.

ALBANY WA 6331  
PHONE (08) 9842 1353 FAX (08) 9842 1570  
ACN 009 195 653

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
LOT No.	UNIT ENTITLEMENT	CURRENT	LEFTS OF TITLE
		VOL.	FOL.
1	1620	2179	546
2	952	2179	547
3	952	2179	548
4	952	2179	549
5	952	2179	550
6	4572	2179	551
AGGREGATE	10000		

ERTIFICATE OF LICENSED VALUER

*Clenthyer P. King*, being a Licensed Valuer licensed under the Land Valuers Licensing Act 1977/78 certify that the unit entitlement of each lot in the certificate, excluding any bonus in relation to the lot, as stated in the unit entitlement of all lots delineated on the aggregate map, is a proportion not greater than 5 per cent more than 5 per cent less than the proportion that the value of the lot bears to the aggregate value of all the lots delineated on the plan.

C. P. King 7 October 1999.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

## FORM 6

## SURVEY-STRATA PLAN No. 37046

## DESCRIPTION OF PARCEL

Lot 150 of Torbay AA Lot 33 on Diagram 98830  
subdivided into six lots as shown on Form 1.

## CERTIFICATE OF SURVEYOR

I, MICHAEL NORMAN, being a licensed surveyor  
registered under the *Licensed Surveyors Act 1909* certify that in respect  
of the survey-strata plan which relates to the parcel described above  
(in this certificate called "the plan"):-

- (a) the plan is a correct and accurate representation of the survey  
carried out \*by me personally/~~or under my own personal~~  
~~supervision~~, inspection and field check, and recorded in Field  
Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed  
Surveyors (Guidance of Surveyors) Regulations 1961* and in  
particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements  
of the *Licensed Surveyors (Guidance of Surveyors) Regulations  
1961* and the relevant law in relation to which it is lodged; and
- \*~~(d) if the plan is a plan of re-subdivision, it complies with Schedule 1  
by law(s) No(s)..... on Survey 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 *Strata Titles General Regulations 1996*.~~

7/10/22  
Date

M. Norman  
Licensed Surveyor

\* Delete if inapplicable

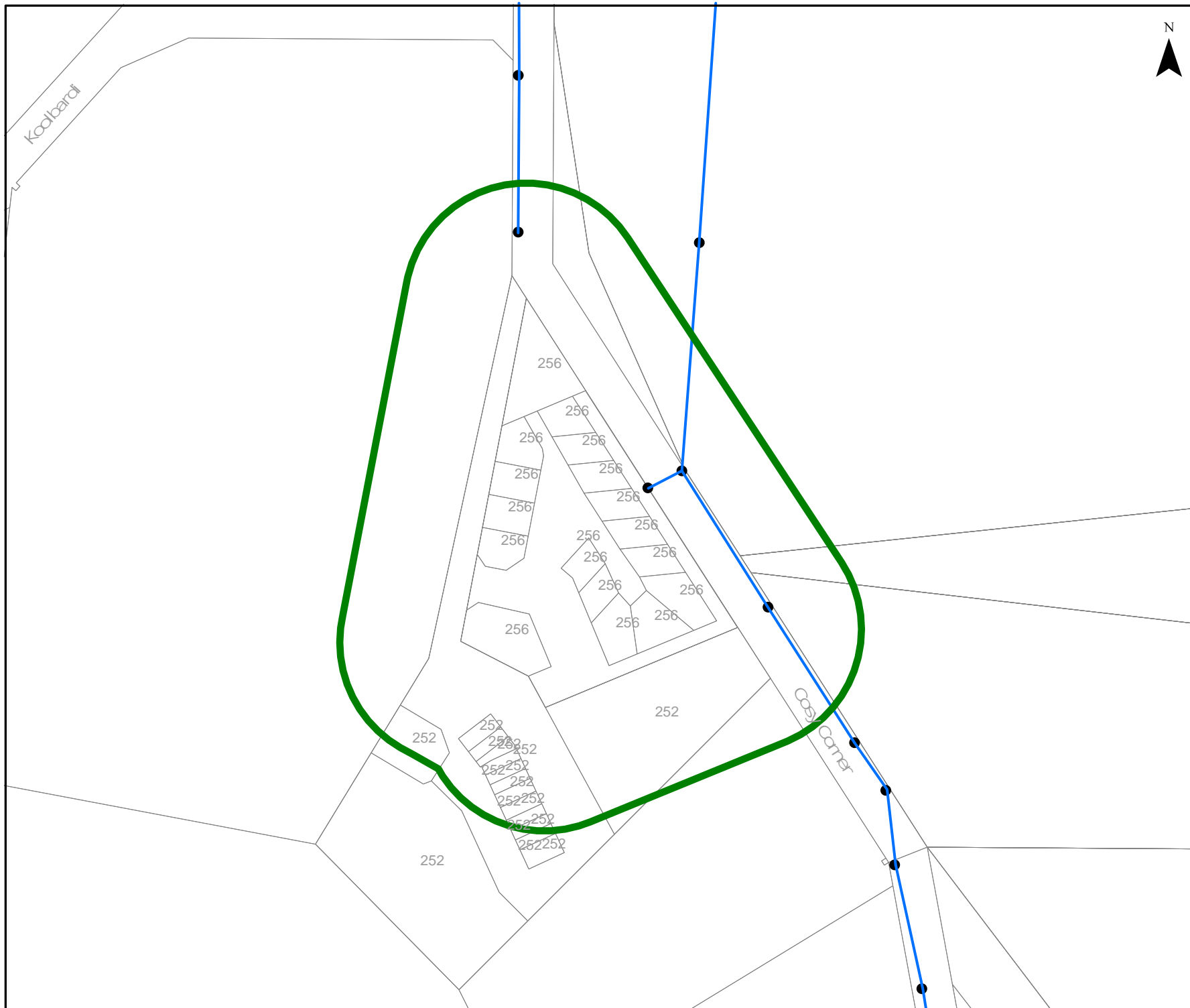


**Note: Entries may be affected by subsequent endorsements.**

[illegible]

**Note:** Entries may be affected by subsequent endorsements.





**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)

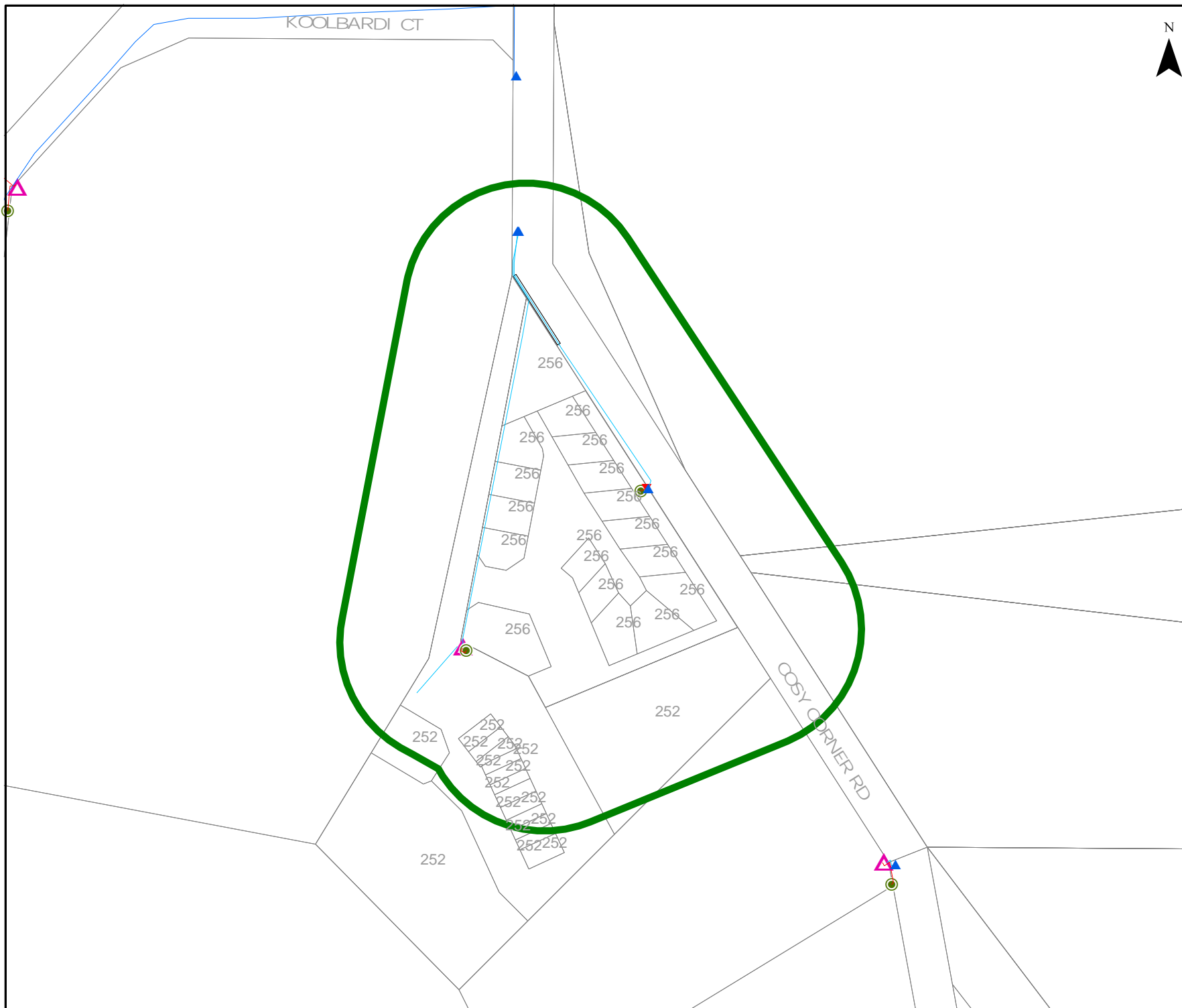
This map is INDICATIVE ONLY.  
Check that you have enough  
clearance from the DANGER ZONES  
near overhead powerlines.


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


**WARNING! Look out for  
overhead power lines**








**UNDERGROUND LEGEND**


**Structures**


 Pillar

 Metal Pole


 Transformer Site


 UG Crossing \*


 Ring Main Unit


 LV Distribution Frame


**Distribution Cables**

 High Voltage Cable (1kV - 33kV)


 Low Voltage Cable (< 1kV)


 Street Light Circuit (< 1kV)

 Street Light Pilot (< 1kV)


 Earth Wire


**Cable Pole Terminations**


 HV Termination


 LV Termination


**Proposed Construction Assets**


 Design Area \*


 High Voltage Underground Cable


 Low Voltage Underground Cable

 Metal Pole


 Pillar


 Transformer site

 HV Termination


 LV Termination

**State Underground Power Project**

 CURRENT Work Area \*

 COMPLETED Area \*

**Feature**

 Area of Interest

**\* Please refer to coversheet**

**Privately owned cables NOT SHOWN (including house services)**

**This map is INDICATIVE ONLY. Hand exposure via pothole method is MANDATORY.**

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

**Information valid for 30 days from date of issue**

A4

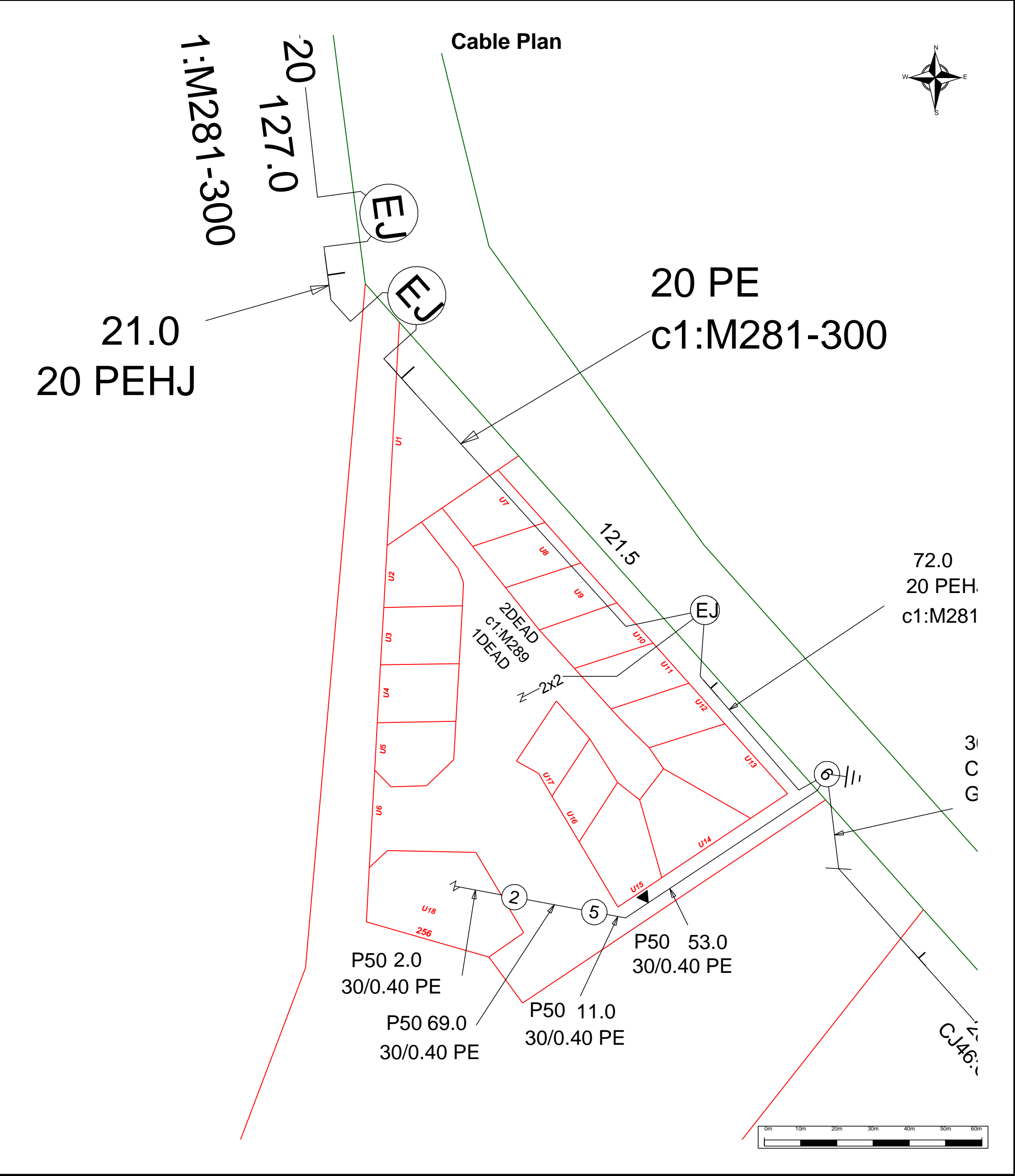
Scale : 1:2500


**WARNING! Look out for overhead power lines**

Sequence Number: 210485325

Date of Issue: 20/04/2022





	For all Telstra DBYD plan enquiries - email - Telstra.Plans@team.telstra.com For urgent onsite contact only - ph 1800 653 935 (bus hrs)	Sequence Number: 210485324
	TELSTRA CORPORATION LIMITED A.C.N. 051 775 556	Please read Duty of Care prior to any excavating
	Generated On 20/04/2022 13:29:36	

WARNING - Due to the nature of Telstra underground plant and the age of some cables and records, it is impossible to ascertain the precise location of all Telstra plant from Telstra's plans. The accuracy and/or completeness of the information supplied can not be guaranteed as property boundaries, depths and other natural landscape features may change over time, and accordingly the plans are indicative only. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans.

It is your responsibility to locate Telstra's underground plant by careful hand pot-holing prior to any excavation in the vicinity and to exercise due care during that excavation.

Please read and understand the information supplied in the duty of care statement attached with the Telstra plans. TELSTRA WILL SEEK COMPENSATION FOR LOSS CAUSED BY DAMAGE TO ITS PLANT.

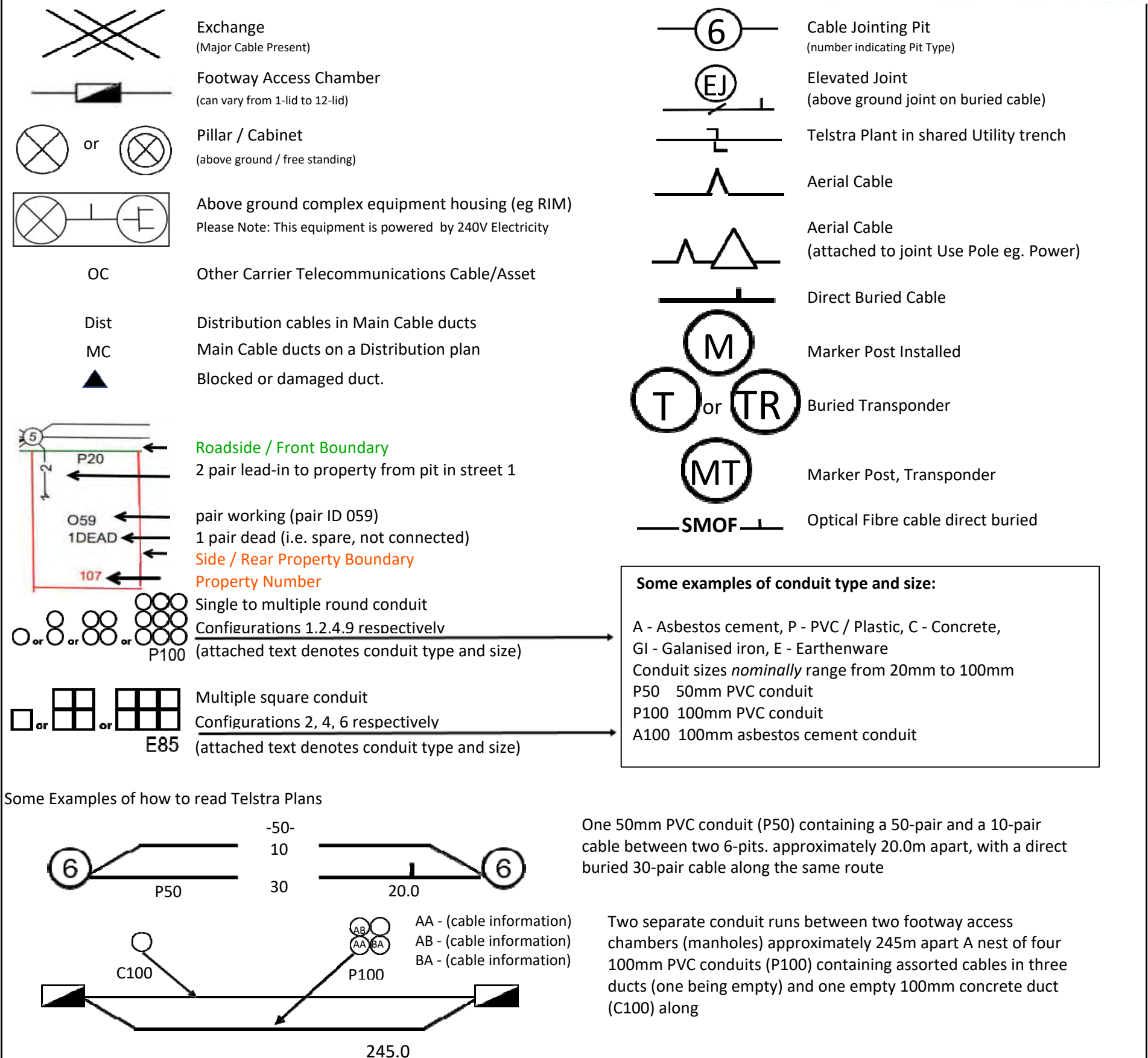
Telstra plans and information supplied are valid for 60 days from the date of issue. If this timeframe has elapsed, please reapply for plans.

# LEGEND

IT'S HOW  
WE CONNECT



For more info contact a Certified Locating Organisation or Telstra Plan Services 1800 653 935



**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.



# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

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

### Instruction for the seller

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

### Information for the buyer

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

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

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

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

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

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



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

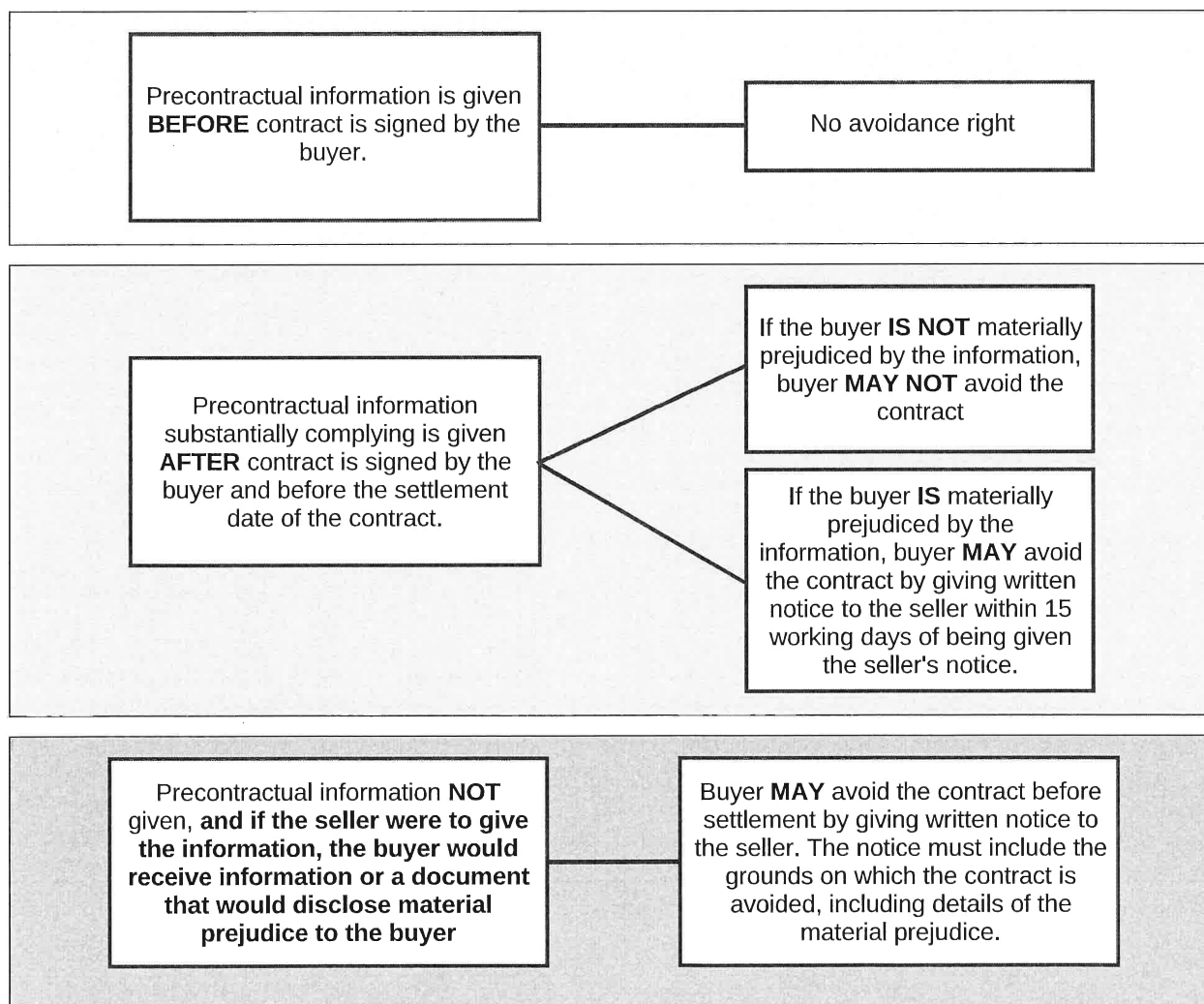
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance and other rights

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

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







### **Avoidance rights for notifiable variations**

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

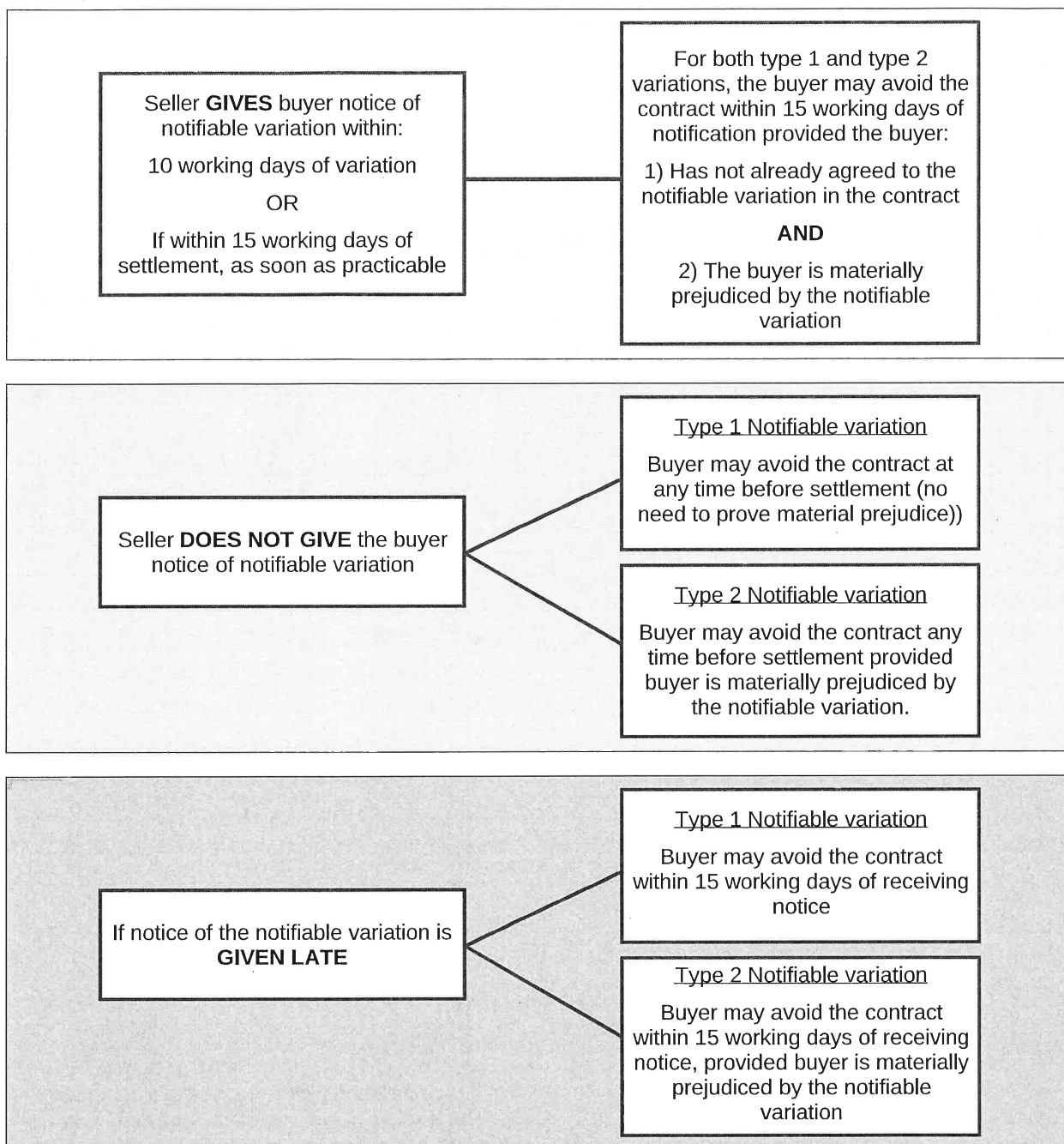
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

### **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.



Landgate Approved Form 2021-69701

Effective for use from: 17/09/2021

**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 John Hargrave Harvey

Address 18/256 Cosy Corner Road, Kronkup WA 6330

Telephone/mobile 0413 970 365 Email johnharvey@winningseries.com

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

#### Scheme Information

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

##### Scheme Details

Scheme name Cosy Corner Village

Name of the strata company Owners of Survey Strata Plan 37046

Address for service of the strata company (taken from scheme notice) 256 Cosy Corner Road, Kronkup WA 6330

Name of Strata Manager Merrifield Real Estate

Address of Strata Manager 258 York Street, Albany WA 6330

Telephone/Mobile 08 9841 4022

Email strata@merrifield.com.au

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☐ strata

☒ survey-strata

The tenure type is

☒ freehold

☐ leasehold



For leasehold only:

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

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

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

**Att.**

**Scheme Documents (must be attached)**

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

A copy of the scheme by-laws \_\_\_\_\_

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

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

Additional comments: \_\_\_\_\_

### Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

☒ no ☐ yes \_\_\_\_\_

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)

256 Cosy Corner Road, Kronkup WA 6330

Lot 16 on scheme plan no. 37046

(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:	<u>\$2,725.60</u>		_____
Reserve fund:	<u>\$272.48</u>		_____
Other levy (attach details)	_____		_____

4 \_\_\_\_\_

☒ Actual ☐ Estimated total contribution for the lot \$ 2,998.08

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

Due dates \$749.52 on 01/07/2022 \$749.52 on 01/10/2022  
\$749.52 on 01/01/2023 \$749.52 on 01/04/2023

### Strata levy/contributions/other debts owing

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

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

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

Additional comments: \_\_\_\_\_

## Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

### Statement of estimated income and expenditure

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

Additional comments: \_\_\_\_\_

### Agreements for amenity or service

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

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

Additional comments: \_\_\_\_\_

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

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

If yes, attach details including terms and conditions. \_\_\_\_\_

Additional comments: \_\_\_\_\_

### Section 79 Disclosure of remuneration and other benefits

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



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

☐ no ☐ yes

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

Additional comments: \_\_\_\_\_

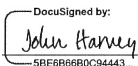
## Acknowledgement by seller and buyer

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

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

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

☐ I / ☐ We<sup>1</sup>, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature  \_\_\_\_\_  
SBE6B6B0C94443...

Name John Hargrave HARVEY

Date 3/5/2022

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.



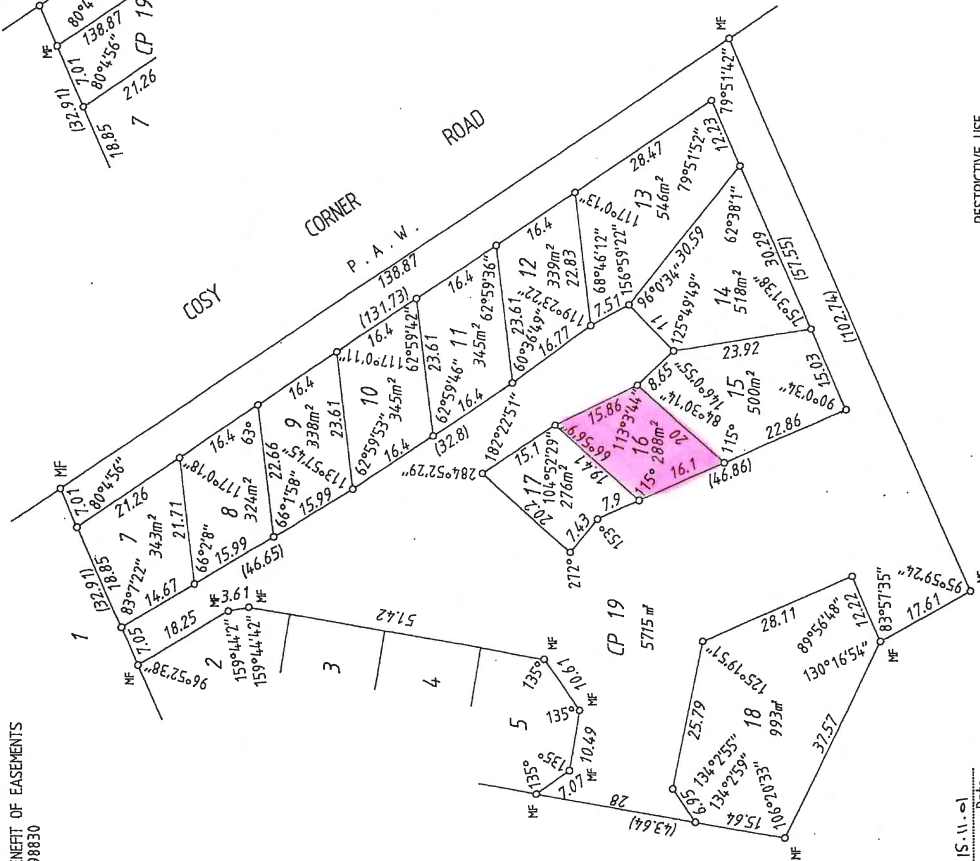
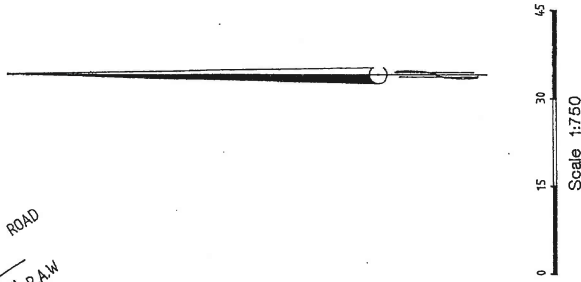
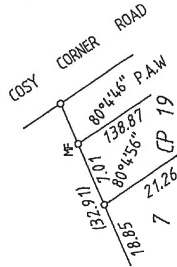
STRATA PLAN 37046



OUR REF 2301K

LIMITED TO DEPTH OF 60.96 METRES

TOGETHER WITH THE BENEFIT OF EASEMENTS  
CREATED ON DIAGRAM 98830



RESTRICTIVE USE  
Pursuant to Section 6 of the Strata Titles Act 1978, no person shall occupy any one or more such lots for more than a total of 3 months in any 12 month period.

151

DIA 98830

*John Kinnear*  
Licensed Surveyor

15.11.01  
Date

JOHN KINNNEAR & ASSOCIATES  
Consulting Surveyors

61 DORE STREET  
ALBANY WA 6173  
PHONE (08) 9842 1353 FAX (08) 9842 1570  
ACN 009 195 653

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA / SURVEY - STRATA PLAN 37046	
SHEET 1 OF 1 SHEETS	YES/NO
MANAGEMENT STATEMENT	
Lodged 12.11.2001 329947	
Examined 10.1.2002	
Registered 1.4.2002 4.2.02	
REGISTRAR OF TITLES	
WESTERN AUSTRALIAN PLANNING COMMISSION	
Certificate of Approval of W.A.P.C. under Section 258(2) of Strata Titles Act 1985	
FOR CHAIRMAN 27/11/2001	
PLAN OF	
RE-SUBDIVISION OF LOT 6 ON STRATA PLAN 37046	
CERTIFICATE OF TITLE VOL. 2179 FOL 551	
LOCAL GOVERNMENT CITY OF ALBANY	
INDEX PLAN TORBAY (25) NE & SE	
FIELD BOOK NUMBER 80793 86159	
SCALE 1:750	
NAME OF SCHEME COSY CORNER VILLAGE	
ADDRESS OF PARCEL COSY CORNER ROAD TORBAY WA 6330	

FORM 3

STRATA/SURVEY-STRATA PLAN NO. 37046 *							
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	935	2179	546	15	555	2513	171
2	545	2179	547	16	545	2513	172
3	545	2179	548	17	545	2513	173
4	545	2179	549	18	825	2513	174
5	545	2179	550	19	COMMON PROPERTY.		
6	NOW	SUBDIVIDED					
7	545	2513	163				
8	545	2513	164				
9	545	2513	165				
10	545	2513	166				
11	545	2513	167				
12	545	2513	168				
13	590	2513	169				
14	555	2513	170	Aggregate	10,000		

DESCRIPTION OF ~~PARCEL AND BUILDING~~/PARCEL

Lot 6 on Strata Plan 37046  
Subdivided into 12 Lots and 1 Common Property Lot

CERTIFICATE OF LICENSED VALUER  
STRATA/SURVEY STRATA

I, Christopher Peter King, 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 per cent more or 5 per cent 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.

5 December 2001.  
Date

C.P. King  
Signed

**FORM 6**

Strata Titles Act 1985  
Sections 5B(1), 8A, 22(2)

**SURVEY-STRATA PLAN No. 37046**

**DESCRIPTION OF PARCEL**

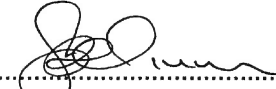
Lot 6 on Strata Plan 37046  
Subdivided into 12 Lots and 1 Common Property Lot.

**CERTIFICATE OF <sup>LICENSED</sup> SURVEYOR**

I, John Kinnear, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the survey-strata plan which relates to the parcel described above (in this certificate called "the plan"):-

- (a) the plan is a correct and accurate representation of the survey carried out ~~by me personally~~/or under my own personal supervision, inspection and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and the relevant law in relation to which it is lodged; and
- ~~\*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Survey-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 *Strata Titles General Regulations 1996*.~~

15.11.01  
Date


  
Licensed Surveyor

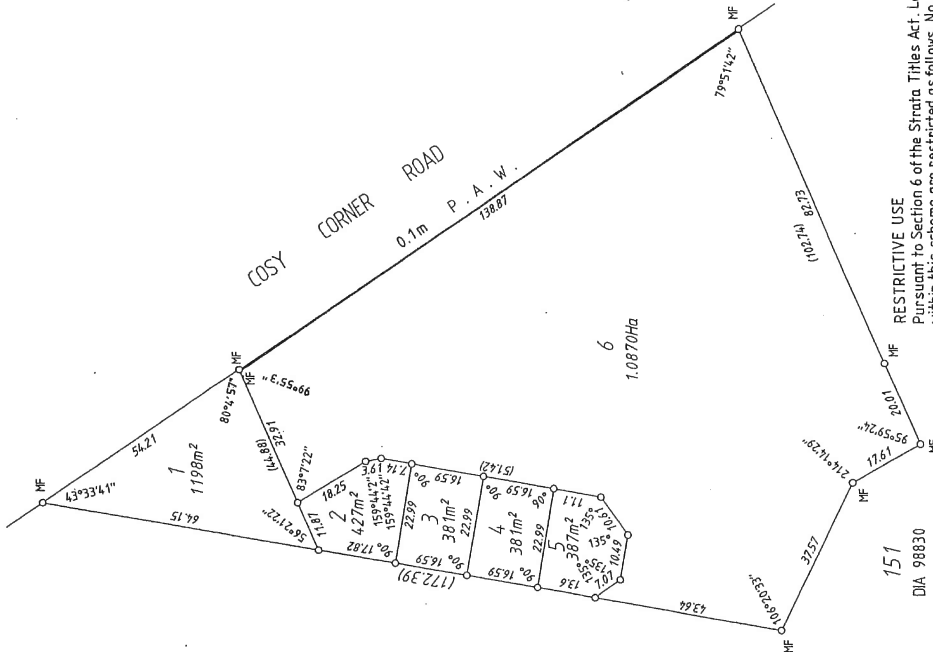
\* Delete if inapplicable

FORM 1

LIMITED TO A DEPTH OF 60.96 METRES

TOGETHER WITH THE BENEFIT OF EASEMENTS  
CREATED ON DIAGRAM 98830

<b>STRATA SURVEY —</b>	
<b>STRATA PLAN</b>	<b>37046</b>
<b>SHEET 1 OF 1 SHEETS</b>	
<b>MANAGEMENT STATEMENT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Lodged 2/11/99 252536	
Examined 23/11/99 4140	
Registered 5/12/2000 11304265	
<b>REGISTRAR OF TITLES</b>	
<b>WESTERN AUSTRALIAN PLANNING COMMISSION</b>	
Certificate of Approval of W.A.P.C. under Section 25(1) of Strata Titles Act 1985. Ref 94-99	
<i>Eugene Jones</i> FOR CHAIRMAN	DATE 29/10/1999
<b>PLAN OF</b>	
LOT 150 OF TORBAY AA LOT 33 ON DIA 98830	
<b>CERT. OF TITLE</b>	VOL. 2179 FOL. 544
<b>LOCAL GOVERNMENT</b>	CITY OF ALBANY
<b>INDEX PLAN</b>	TORBAY (25) NE & SE
<b>FIELD BOOK NUMBER</b>	80793
<b>SCALE</b>	1 : 1000
<b>NAME OF SCHEME</b>	COSY CORNER VILLAGE
<b>ADDRESS OF PARCEL</b>	COSY CORNER ROAD TORBAY WA 6330
	



STRATA PLAN 37046

COR. 52-99 PG-60

**RESTRICTIVE USE**  
Pursuant to Section 6 of the Strata Titles Act Lots 2-6 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 one 12 month period.

**RESTRICTIVE USE**  
Pursuant to Section 6 of the Strata Titles Act Lots 4-6 incl. within this scheme are restricted as to use to occupancy by the registered proprietor of the lots to a maximum of 3 calendar months out of every 12 months.

**JOHN KINNAR & ASSOCIATES**  
Consulting Surveyors  
600 BOX 1429  
ALBANY WA 6331  
PHONE (08) 9842 1353 FAX (08) 9842 1570  
ACN 089 195 653

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
LOT No.	UNIT ENTITLEMENT	CURRENT CERT. OF TITLE	FOL.
1	1620	2179	546
2	952	2179	547
3	952	2179	548
4	952	2179	549
5	952	2179	550
6	4572	2179	551
AGGREGATE	10000		

**CERTIFICATE OF LICENSED VALUER**  
*Christine P. King* being a Licensed Valuer under the Land Valuers Licensing Act 1978 certify that the unit entitlement of each lot in this certificate, excluding any common property (as defined in the Strata Titles Act 1985), is as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not less than the proportion that the value of 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.

*C.P.K.S.* 20th 1999  
SIGNED DATE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



FORM 6

SURVEY-STRATA PLAN No. 37046

DESCRIPTION OF PARCEL

Lot 150 of Torbay AA Lot 33 on Diagram 98830  
subdivided into six lots as shown on Form 1.

CERTIFICATE OF SURVEYOR

I, MICHAEL NORMAN, being a licensed surveyor  
registered under the *Licensed Surveyors Act 1909* certify that in respect  
of the survey-strata plan which relates to the parcel described above  
(in this certificate called "the plan"):-

- (a) the plan is a correct and accurate representation of the survey  
carried out ~~\*by me personally/or under my own personal~~  
~~supervision~~, inspection and field check, and recorded in Field  
Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed  
Surveyors (Guidance of Surveyors) Regulations 1961* and in  
particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements  
of the *Licensed Surveyors (Guidance of Surveyors) Regulations  
1961* and the relevant law in relation to which it is lodged; and
- ~~\*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1  
by law(s) No(s)..... on Survey 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 *Strata Titles General Regulations 1996*.~~

7/10/22  
Date

M. Norman  
Licensed Surveyor

\* Delete if inapplicable

[illegible]

**Note:** Entries may be affected by subsequent endorsements.

**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.

H 268288 SM

02 Nov, 1999 13:46:49 Midland

5th JAN, 2000

SRQ

AT 10:08

OK



REG. \$ 66.00

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. M250Y

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_
- Received Items  
Nos.  
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.

EXAMINED As to form  
WKO 18/11





**ANNEXURE 'B'**

**FORM 27**

*Strata Titles Act 1985*

*Regulation 37 (1) (a)*

**STRATA/SURVEY-STRATA PLAN No.  
CERTIFICATE OF LICENSED VALUER**

I Christopher Peter King..... 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 strata/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.

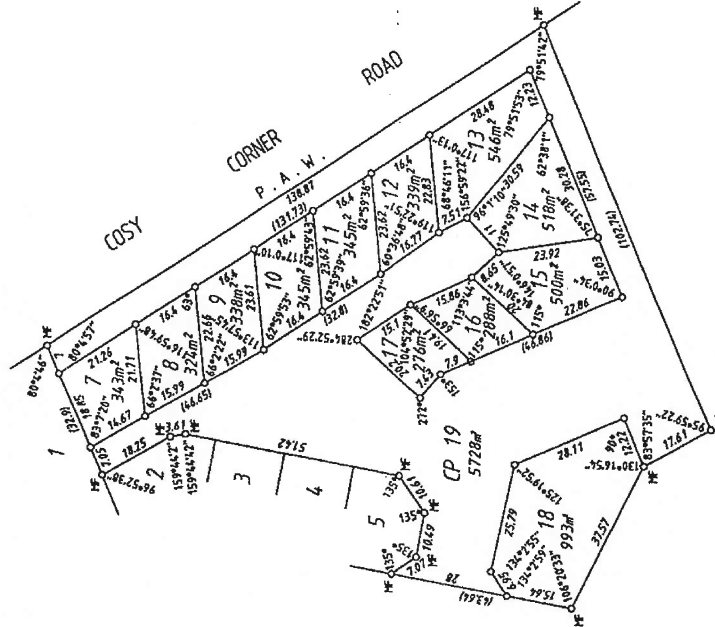
7 October 1999  
Date

C. P. King  
Licensed Valuer

# ANNEXURE 'A'

STRATA/SURVEY STRATA PLAN

## PROPOSED SURVEY-STRATA PLAN OF RE-SUBDIVISION



## STAGE II

151  
DA 98830

JOHN KINNEAR & ASSOCIATES  
Consulting Surveyors  
100 DOLA STREET  
TORBAY WA 6330

PHONE (08) 9842 3553 FAX (08) 9842 1570  
ACH 009 195 653

WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION


OUR REF 2301K

LOT No.	SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
	UNIT ENTITLEMENT	CURRENT CERTS OF TITLE	VOL	FOL
1	935			
2	545			
3	545			
4	545			
5	545			
6	NOM			
7	545			
8	545			
9	545			
10	545			
11	545			
12	545			
13	550			
14	555			
15	555			
16	545			
17	545			
18	825			
19	COMMON			
AGGREGATE	10000			

### CERTIFICATE OF LICENSED VALUER

Valuer Licensed under the Land Valuation Act 1978 certify that the unit entitlement of each lot in this certificate, excluding any common property lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion of not less than 5 per cent or 5 per cent less than the proportion that the value of that lot bears to the value of the aggregate value of all the lots delineated on the plan.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

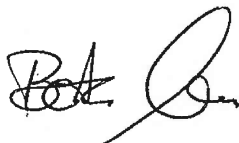
STRATA / SURVEY - STRATA PLAN		SHEET 1 OF 1 SHEETS	
MANAGEMENT STATEMENT		YES/NO	
Lodged	Examined	Registered	
REGISTRAR OF TITLES WESTERN AUSTRALIAN PLANNING COMMISSION FILE 31-99 Certificate of Approval of W.A.P.C. under Section 25(1) or 25B(2) of Strata Titles Act 1985			
FOR CHAIRMAN	DATE		
PLAN OF RE-SUBDIVISION OF LOT 6 ON STRATA PLAN			
CERTIFICATE OF TITLE VOL. FOL.			
LOCAL GOVERNMENT CITY OF ALBANY			
INDEX PLAN TORBAY (25) NE & SE			
FIELD BOOK NUMBER			
SCALE 1 : 1000			
NAME OF SCHEME COSY CORNER VILLAGE			
ADDRESS OF PARCEL COSY CORNER ROAD TORBAY WA 6330			
			

DATED THIS thirteenth DAY OF October 1999

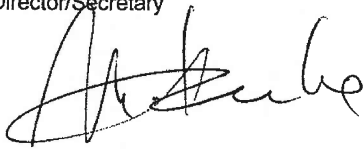
SIGNATURE OF APPLICANT

The common seal of JUSTICE HOLDINGS PTY LTD (ACN 009 178 723)  
was affixed in the presence of

Director



Director/Secretary

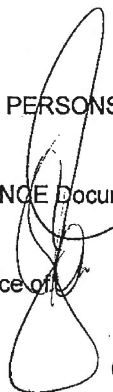


SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE Document & No Mortgage

Registered Mortgage No 9101435 To NATIONAL AUSTRALIA BANK LTD.

SIGNATURE  
in the presence of

Under Bank of Australia  


Witness

Name

Sandie Smith

Address

11250 York St. Albany

Occupation

Bank Officer

- (e) cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot.
- (2) Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.
- (3) All consents referred to in this clause may be given or withheld at the absolute discretion of the council which shall not be obliged to give any reason for its decisions but if any owner is dissatisfied with the decision of the council he may request that the matter be referred to the next meeting of owners for a decision.

**15. RESTRICTIONS OF ENTRY ONTO THE PARCEL**

Entry onto the parcel is restricted to proprietors, occupiers, other residents and their independent contractors, employees, servants and visitors.

- (a) The Strata Company Manager or the hotel operator will be responsible for the control and supervision of the numbers of persons entering onto the lots and common property lots.
- (b) The Strata Company Manager or the hotel operator may eject persons who are unlawfully on the parcel.

**16. NOISE LIMITATIONS**

A proprietor, occupier or other resident shall not permit loud noises, have exterior speakers to their dwellings, use horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), use or start noisy or smoky vehicles or water craft, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with the peaceful enjoyment of any lot.

**17. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME**

No motor vehicle will exceed a speed limit of fifteen (15) kilometres per hour while travelling within the scheme boundaries and it shall be the responsibility of all registered proprietors, occupiers and other residents to ensure this by-law is adhered to by all motor vehicles entering the scheme.

**18. SPA POOL RULES**

A lot proprietor, occupier, resident or their invitees, must comply with the spa pool rules, house rules, local government and other government agencies regulations and requirements when using the recreational spa pool.

**19. SIGNAGE ERECTION AND INSTALLATION**

- (a) A proprietor, occupier or other resident must not display any sign, advertisement, placard, banner, or like matter on any part of his lot or any other lot or on any part of the common property without the prior written consent of the strata council, such consent is not to be reasonably withheld.
- (b) All signage erected, installed painted or affixed within any lot or common property will be in accordance with the requirements and regulations of the appropriate government agencies.

- (b) effect and maintain insurance in respect to damage to property, death or bodily injury for which proprietors of lots in the scheme could become liable in damages; and
- (c) effect and maintain insurance against liability to pay compensation under the Workers Compensation and Rehabilitation Act 1981; and
- (d) effect and maintain insurance in respect to office bearers liability; and
- (e) other risks that the strata company from time to time may determine.

#### 27. HOUSE RULES

The council may make house rules from time to time to ensure the orderly conduct and use of common property in relation to the following matters:-

- (a) control of access ways;
- (b) all other activities carried out on the common property;

provided always that house rules shall be made to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, occupiers and residents and that the house rules do not conflict with the by-laws.

#### SCHEDULE BY-LAWS

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

By-laws 7(b), 10 and 13 are repealed.

By-law 14 is repealed and replaced and is followed by additional by-laws

#### 14. APPEARANCE OF A LOT

- (1) A proprietor, occupier or other resident of a lot shall not -
  - (a) 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 development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
  - (b) without the written consent of the strata company, allow any tree, bush or plant growing on any portion of a lot to exceed two metres in height, except for the existing trees situated lots 11,12 and 13;
  - (c) hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
  - (d) carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel; or



**21. INSTRUCTING OF CONTRACTORS BY PROPRIETORS, OCCUPIERS OR OTHER RESIDENTS**

No proprietor, occupier or other resident may directly instruct any contractors or workmen employed by the strata company or its agent, unless so authorised. Any proprietor, occupier or other resident who instructs any contractors or workmen without authorisation from the strata company or its agent shall be personally responsible to pay such contractors or workmen and shall be further personally responsible for the costs of removing or altering any such work which the strata company or its agent deems unsatisfactory.

**22. COMMON PROPERTY LIGHTING AND WATER CHARGES**

The proprietor of each lot shall be liable to pay for all common property lighting and watering expenses, including but not limited to, expenses such as electricity and water usage, repairs and the replacement of items in proportion to the unit entitlement of their respective lots.

**23. MAINTENANCE OF LAWNS AND GARDENS WITHIN THE LOTS**

The proprietor of a lot confers on the strata company the right to care for and maintain all lawns, gardens and landscaping areas outside of any building on the proprietor's lot, to a reasonable standard. Reserving to the strata company the right to make a reasonable charge for all work performed for this service.

**24. MAINTENANCE OF COMMON PROPERTY LOTS, SERVICES, BUILDINGS AND RECREATIONAL AMENITIES**

The strata company shall at all times be responsible for the maintenance, repair and replacement of all buildings, structures, utilities, services, landscaping, recreational facilities and other improvements located within the common property on the parcel.

- (1) Such items include but are not limited to all vehicle access ways, thoroughfares, parking areas, paths, sewerage systems, drainage systems, water services, electrical wiring and switch systems, communication wiring and equipment, common lighting, lawns, gardens, trees, shrubs, plants, spa pool, barbecues, garden watering and the water reticulation system.
- (2) The strata company shall at all times be responsible for the maintenance, repair and replacement of buildings or parts of buildings that are common property.

**25. MAINTENANCE OF SERVICES AND PARTS OF BUILDING CONTAINED WITHIN A LOT**

The cost of any maintenance, repair or replacement of any part of the 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.

**26. STRATA COMPANY INSURANCE**

In accordance with section 53C of the Act the strata company shall at all times:-

- (a) insure and keep insured to replacement value as defined in the Act, all buildings and parts of buildings whether part of the common property lot or part of a lot, all structures, all services to lots and common property, all utilities, recreational facilities or improvements located within the parcel boundary; and

#### 18. STAGED DEVELOPMENT - PROPOSED RE-SUBDIVISION

The registered proprietor of lot 6 shall at his or her discretion, arrange for the re-subdivision of the said lot into 12 residential and 1 common property lot as shown on the proposed survey-strata plan of re-subdivision contained in Annexure "A".

- (1) The proprietor of lot 6 will be solely responsible for all fees and costs associated with the provision of services to the lots and common property lots.
- (2) The proprietor of lot 6 will be solely responsible for all fees and costs associated with the survey-strata plan of re-subdivision.
- (3) The proposed re-subdivision of lot 6 will be known as "Stage II".
- (4) The survey-strata plan of re-subdivision shall be prepared and registered in accordance with section 8A and in particular section 8A(a)(ii)(I) of the Strata Titles Act. The information for the survey-strata plan of re-subdivision of Stage II is set out in the Annexures hereto;
  - 'A' "Stage II", proposed survey-strata plan of re-subdivision and the proposed unit entitlements;
  - 'B' Licensed valuers certificate form 27;

#### Warning

The proposed re-subdivision in by-law 18 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.

#### 19. STRATA COMPANY MANAGEMENT

- (1) The strata company may employ the services of a managing agent to –
  - (a) administer the affairs of the strata company in respect to the responsibilities and obligations of the strata company as contained in sections 35 and 36 of the Act;
  - (b) perform the duties of the strata company as contained in 36 (2) of the Act;
  - (c) exercise the powers of the strata company in accordance with section 37 of the Act ;as required from time to time.
- (2) The strata company may enter into an agreement with a managing agent for these and other management purposes.

#### 20. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS

Where and to the extent that the strata company resolves that access is reasonably necessary or desirable in order for the strata company to carry out any of the matters referred to in section 38 of the Act. The proprietor occupier or resident of a lot shall permit the strata company and it's servants, agents and contractors and invitees with all necessary plant and equipment to have access through his lot in order to obtain reasonable access to any part of the common property.

FORM B2

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

(Note 1)

FORM 25

Strata Titles Act 1985

Section 5C (1)

SURVEY-STRATA PLAN No. 37046

MANAGEMENT STATEMENT

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

(Description of parcel the subject of the plan) Portion of TORBAY AGRICULTURAL AREA LOT 33  
and being Lot 150 on DIAGRAM 98830 the whole of the land comprised in Certificate of Title  
Volume Folio

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 of the  
Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

The Schedule 1 by-laws are added to as follows -

16. THEME OF DEVELOPMENT

- (1) The strata scheme will operate as a tourist resort with limited permanent occupancy by the lot proprietors. It is the responsibility of the strata company, the Strata Company Manager and the hotel operator to use their best endeavours to ensure that the tourist theme of the scheme is maintained.
- (2) Lot proprietors may enter into a management agreement with a hotel operator to enable the lots and facilities to be used for short stay tourist accommodation.

17. DEVELOPMENT OF THE SURVEY-STRATA LOTS

- (1) The development or redevelopment of each survey-strata lot must comply with the development approval issued by the City of Albany at time of registration of this Management Statement. Or such alternative development approval as the City of Albany may grant, which complies with the requirements of the City of Albany's Town Planning Scheme No. 3.
- (2) The use of the survey-strata lots and the parcel shall be consistent with the provisions of the City of Albany's Town Planning Scheme No. 3.
- (3) This by-law cannot be removed or varied without the consent of the Western Australian Planning Commission and the City of Albany.

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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-by-law (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-by-law, 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.

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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-by-law (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-by-law (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-bylaw (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-bylaw (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-bylaw (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-bylaw (2) of this by-law may act until the end of the meeting for which he was appointed to act.



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- |   |   |
|---|---|
| Meetings of council.                              | <p>8. (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"> <li>(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;</li> <li>(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;</li> <li>(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.</li> </ul> <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. | <p>9. The powers and duties of the secretary of a strata company include-</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;</li> <li>(c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act;</li> <li>(d) the answering of communications addressed to the strata company;</li> <li>(e) the calling of nominations of candidates for election as members of the council; and</li> <li>(f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.</li> </ul>   |
| Powers and duties of treasurer of strata company. | <p>10. The powers and duties of the treasurer of a strata company include-</p> <ul style="list-style-type: none"> <li>(a) the notifying of proprietors of any contributions levied pursuant to the Act;</li> <li>(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;</li> <li>(c) the preparation of any certificate applied for under section 43 of the Act; and</li> <li>(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.</li> </ul>   |
| General meetings of strata company.               | <p>11. (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>   |

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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.

## schedules



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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.

## schedules



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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.



MINUTES OF AN ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN 37046

ADDRESS OF THE STRATA SCHEME:

Cosy Corner Village  
Cosy Corner Village, 256 Cosy Corner Road, Torbay WA 6330

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 37046 was held on 29/08/2022 at The Cape Bar Store Cafe, Cosy Corner Road, Torbay and commenced at 10:07 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Christina Rooney
2	2	Yes	Bradley & Corrina Pitt
3	3	Apology	Celine Murphy
4	4	Apology	Celine Murphy
7	7	Yes	Christina Rooney
9	9	Apology	Charles Waddell
10	10	Apology	Ian & Jennifer Johnston John Harvey
11	11	Apology	Patrick & Kaye Rooney Christina Rooney/Chairperson
12	12	Yes	Theo & Maureen Denhaan
13	13	Yes	Stephen & Barbara Lipple
14	14	Yes	Christina Rooney & Angela Rooney Christina Rooney/Chairperson
15	15	Apology	Darren Hinchliffe John Harvey
16	16	Yes	John Harvey & Hasanah Hasanah
17	17	Yes	John Harvey & Hasanah Chairperson
18	18	Yes	John Harvey & Hasanah 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 Denhaan. Seconded: C Rooney.

**2 Confirmation of Previous Minutes**

Resolved that the previously circulated minutes of the General Meeting held on 21/08/2021 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: J Harvey. Seconded: T Denhaan.

**3 Consideration of Statement of Accounts**

Resolved that the Statement of accounts for the period ended 30/06/2022 be adopted as presented.  
Moved: S Lipple. Seconded: J Harvey.

**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:

Christina Rooney, Angela Rooney, Theo Denhaan.

As there were no additional nominations, the Chairman declared the following candidates as the elected Council (unopposed):  
Christina Rooney, Angela Rooney, Theo Denhaan.

Moved: J Harvey. Seconded: C Pitt.

Stephen Lipple did not nominate this year as he is hoping to sell his unit. Thank you Stephen for all your work on the Council over many years.

**SPECIAL BUSINESS**

**5 Insurance**

Resolved :

- That the Rainbow Coast Insurance Brokers Financial Services Guide and the CHU Underwriting Agencies Product Disclosure Statement, as tabled, be received and incorporated into the records of the Strata Company
- That 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.
- That 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: J Harvey. Seconded: C Pitt.

Resolved that the owners approve a quote from Rainbow Coast Insurance Brokers/QBE for a 12 month policy.

Moved: S Lipple. Seconded: J Harvey.

MRE confirmed that QBE are good to deal with when it comes to claims. A reminder to all owners that claims must be from an "event".

**6 10 Year Maintenance Plan**

Amended motion resolved that the 10 Year Maintenance Plan be adopted, subject to review/amendment by the Council of Owners. There has been a lot of money spent on upgrades since the plan was completed.

Moved: S Lipple. S: J Harvey.

MRE confirmed that the plan is just a guide and maintenance items can be brought forward as needed. It was agreed to discuss the 10 Year Maintenance Plan at each 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 \$5,100.00 per annum.

Moved: C Rooney. Seconded: J Harvey.

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

1. John Harvey as the current caretaker presented a verbal report regarding Cosy Corner, including waste removal. A separate cost centre has been raised for the cottages waste removal, which will cover the skip bin and caretaker expenses. It was noted that the skip bin pick up day is now Wednesday and John confirmed that for 12 weeks in the year, there are 2 skip bins onsite, instead of 1, due to school holidays.
2. A lengthy discussion took place regarding the fire risk to Cosy Corner and requirements to common property and within owner lots and regular gutter cleaning in order to meet the standards for Asset Protection Zones. MRE provided an update on tree pruning along the driveway and future plans to meet the standards. A copy of the APZ was attached to the AGM notice. The APZ has been in place for years, and the City of Albany will be enforcing it. The owners present asked if the



plan was retrospective and MRE will contact the City of Albany for clarification once John Harvey has spoken to Craig Hughes. The APZ is a separate issue to a BAL rating. All cottages need to comply, and the gardens just need to be thinned out, not completely flattened. John Harvey will keep in contact with Craig Hughes and the COO. Keith Smith may be able to provide a report that may help, but John Harvey will speak to Craig as to whether it will work, before employing Keith Smith. It will also be questioned as to whether fire retardant plants will be allowed. John Harvey confirmed there are now two more emergency exits - one near the rec centre that leads through to the fire break, and one through lot 7 (thank you to Christina).

3. Amended motion resolved that the cottage owners agree to spend a maximum of \$500 per year per lot and agree to pay the gardener directly when advised by the caretaker that works have been completed. Owner approval will be sought prior to the gardener doing the work, to give the owner an opportunity to attend to the work themselves. Moved: S Lipple. Seconded: C Pitt.
4. Amended motion resolved that John Harvey will complete two gutter inspections (in October and April) and report to the owners when they need doing. MRE will contact the gutter cleaning contractor to request invoices be itemised per unit, and travel time will then be split evenly. This will be invoiced directly to owners. The gutter cleaning will be discussed at each AGM. Moved: C Pitt. Seconded: S Lipple.
5. Amended motion resolved that the cottage owners approve for their building insurance policy to be invoiced from MRE for payment and that they confirm their building sum insured amount in writing to MRE, if it requires changing. A copy of the insurance renewal with building sum insured breakdowns for each unit is attached. Please contact MRE before 17th September 2022 should you wish to amend the building sum insured for your unit. Moved: T Denhaan. Seconded: S Lipple.
6. A discussion took place regarding outstanding strata levies and utility invoices, hence the low amount in our Strata Fund. Owners to be aware that 11% interest will be charged on all overdue levies. MRE will continue to report back to the Council of Owners. MRE confirmed that once a unit is sold, any funds outstanding for that lot is paid at settlement.

## 9 Budget

Resolved that the statement of estimated receipts and payments (budget) for the period ended 30/06/2023 be tabled and adopted. MRE confirmed that the gas service charge will be added to each submetered gas invoice. Moved: J Harvey. Seconded: S Lipple.

## 10 Levy of Contributions

Resolved :

- (a) That contributions to the administrative fund are estimated and determined at \$47,470.00; and
  - (b) That contributions to the reserve fund are estimated and determined at \$5,000.00 ; and
  - (c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 01/07/2022 and subsequent instalments being due on the first days of 01/10/2022, 01/01/2023, 01/04/2023.
- Moved: S Lipple. Seconded: C Rooney.

*Please note, due to the change of levy contributions, the levy notice for the period 1/07/2022-30/09/2022 will be resent.*

## 11 Next AGM

Resolved that the AGM next year be held on Monday, 21st August 2023 commencing at 10.00am. Moved: C Rooney. Seconded: C Pitt.

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

A discussion took place regarding the tree lopping. The top strata have confirmed they are not in a financial position to pay the \$6,000 at the moment. All owners present agreed to proceed with the lopping of pine trees, to a maximum of \$6,000. Christina Rooney will discuss with Mark Barrett of Barrett's Tree Service to book the work in and to discuss which trees should be removed first. It was agreed that the work should not take place over the long weekend/school holidays. Once the work is complete, MRE will invoice the top strata \$3,000.

John Harvey confirmed that the Easement to the water tanks is currently only suitable for foot traffic. John Harvey and Christina Rooney will look at clearing the area and putting down some gravel in the coming months. John Harvey will also follow up a key for the chain installed on lot 13 of the top strata, in case of emergency.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 12:12 PM.



## Approved Budget to apply from 01/07/2022

258 York Street  
PO Box 5001  
Albany WA 6352  
(08) 9841 4022  
admin@merrifield.com.au  
www.merrifield.com.au

Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay  
WA 6330

### Cottages - Rubbish Removal

#### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	13,000.00
<i>Total revenue</i>	<u>13,000.00</u>

#### Less expenses

Utility--Rubbish Removal	13,000.00
<i>Total expenses</i>	<u>13,000.00</u>

#### Surplus/Deficit

Opening balance	<u>0.00</u>
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#### Closing balance

\$0.00

Total units of entitlement	8365
Levy contribution per unit entitlement	\$1.55



## Approved Budget to apply from 01/07/2022

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

Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay  
WA 6330

### General

### Administrative Fund

Approved  
budget

#### Revenue

Levies Due--Admin	34,470.00
<i>Total revenue</i>	<u>34,470.00</u>

#### Less expenses

Admin--Management Fees--Standard	5,100.00
Admin--Postage & Petties	170.00
Insurance--Premiums	1,500.00
Maint Bldg--General Repairs	3,000.00
Maint Bldg--Gutter Cleaning	200.00
Maint Bldg--Plumbing & Drainage	3,000.00
Maint Bldg--Pumps--Water	1,500.00
Maint Grounds--Caretaker/Gardener	20,000.00
<i>Total expenses</i>	<u>34,470.00</u>

#### Surplus/Deficit

	<u>0.00</u>
Opening balance	(9,380.70)

#### Closing balance

-\$9,380.70

Total units of entitlement	10000
Levy contribution per unit entitlement	\$3.45

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Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay  
WA 6330

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**General**

**Capital Works Fund**

**Approved  
budget**

**Revenue**

Levies Due--Capital Works	5,000.00
<i>Total revenue</i>	<u>5,000.00</u>

**Surplus/Deficit**

5,000.00

Opening balance	8,060.34
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**Closing balance**

\$13,060.34

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.50



## Approved Levy Schedule to apply from 01/07/2022

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

Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay  
WA 6330

### Cottages - Rubbish Removal

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	935.00	363.27	0.00	363.27	1,453.08
2	2	545.00	211.75	0.00	211.75	847.00
3	3	545.00	211.75	0.00	211.75	847.00
4	4	545.00	211.75	0.00	211.75	847.00
9	9	545.00	211.75	0.00	211.75	847.00
10	10	545.00	211.75	0.00	211.75	847.00
11	11	545.00	211.75	0.00	211.75	847.00
12	12	545.00	211.75	0.00	211.75	847.00
13	13	590.00	229.23	0.00	229.23	916.92
14	14	555.00	215.63	0.00	215.63	862.52
15	15	555.00	215.63	0.00	215.63	862.52
16	16	545.00	211.75	0.00	211.75	847.00
17	17	545.00	211.75	0.00	211.75	847.00
18	18	825.00	320.53	0.00	320.53	1,282.12
		<b>8,365.00</b>	<b>\$3,250.04</b>	<b>\$0.00</b>	<b>\$3,250.04</b>	<b>\$13,000.16</b>



## Approved Levy Schedule to apply from 01/07/2022

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Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay  
WA 6330

### General

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	935.00	805.74	116.88	922.62	3,690.48
2	2	545.00	469.65	68.12	537.77	2,151.08
3	3	545.00	469.65	68.12	537.77	2,151.08
4	4	545.00	469.65	68.12	537.77	2,151.08
5	5	545.00	469.65	68.12	537.77	2,151.08
7	7	545.00	469.65	68.12	537.77	2,151.08
8	8	545.00	469.65	68.12	537.77	2,151.08
9	9	545.00	469.65	68.12	537.77	2,151.08
10	10	545.00	469.65	68.12	537.77	2,151.08
11	11	545.00	469.65	68.12	537.77	2,151.08
12	12	545.00	469.65	68.12	537.77	2,151.08
13	13	590.00	508.43	73.75	582.18	2,328.72
14	14	555.00	478.27	69.38	547.65	2,190.60
15	15	555.00	478.27	69.38	547.65	2,190.60
16	16	545.00	469.65	68.12	537.77	2,151.08
17	17	545.00	469.65	68.12	537.77	2,151.08
18	18	825.00	710.94	103.12	814.06	3,256.24
		<b>10,000.00</b>	<b>\$8,617.45</b>	<b>\$1,249.95</b>	<b>\$9,867.40</b>	<b>\$39,469.60</b>