## FOR SALE



### 4 / 294 ALBANY HIGHWAY, CENTENNIAL PARK



## SUPER-COMFY HOME OR STRESS-FREE RENTAL

• Free standing brick villa, recently modernised interior, new appliances

- Tucked away from road at end of neat complex of four, private & quiet
- Air conditioned lounge/dining, bright sunny kitchen, large bedrooms with BIR
- Two sheltered patios, lovely established gardens, garden shed & tool shed
- Four minutes to town, bus stop at top of driveway, easy care home or rental

Merrifield





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

### 4 / 294 ALBANY HIGHWAY, CENTENNIAL PARK



### Specification

-			
Asking Price	Offers Above \$389,000	Land Size	81m <sup>2</sup>
Bedrooms	3	Frontage	See Strata Plan 30661
Bathrooms	1	Restrictive Covenants	See Certificate of Title
Toilets	1	Zoning	Residential - R30
Parking	1	School Zone	Albany P.S & A.S.H.S.
Sheds	Garden Shed	Sewer	Connected
HWS	Electric HWS	Water	Connected
Solar	N/A	Internet Connection	Available
Council Rates	\$2,134.89 Per Annum	Building Construction	Brick Veneer & Colorbond
Water Rates	\$1,525.99 Per Annum	Insulation	Not Specified
Strata Levies	\$2,125 Per Annum	Built/Builder	1996
Weekly Rent	\$410 - \$450 Per Week	BAL Assessment	N/A
Lease Expiry	N/A	Items not included	Security cameras & Hose Link components



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

-- Map Viewer Plus --



https://0repteiew@2p%pesia2002/arfdgrate/waa.vjreweeu/Paddress=Unit%204%2C%20294%20Albany%20Highway%2C%20CENTENIAL%20PARK3/266330&theme=hybrid

0 0.007 0.014 0.02 0.027 km

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### Administrative Boundary

- Local Government
- Localities (L)

### Roads

Minor Roads

### Minor

Freeways, Highways & Main Roads (L)

### Main

### Cadastre

House Numbers (16K)

House Numbers (4K)

Property Information (16K)

Property Information (4K)

Lot on Plan - Boundaries (16K)

#### Landgate WA Now Mosaic

WA Now Imagery



Green: Band\_2



WESTERN



TITLE NUMBE				
Volume	Folio			
2068	904			

### **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.

Barrobe



REGISTRAR OF TITLE

### LAND DESCRIPTION:

LOT 4 ON STRATA PLAN 30661 TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

### **REGISTERED PROPRIETOR:** (FIRST SCHEDULE)

LINDA JOYCE OF 28 WOOLAH PLACE, SOUTH YUNDERUP

(T M250495) REGISTERED 23/4/2013

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

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

A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Warning:

-----END OF 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: PREVIOUS TITLE: PROPERTY STREET ADDRESS: LOCAL GOVERNMENT AUTHORITY:

SP30661 SP30661 UNIT 4 294 ALBANY HWY, CENTENNIAL PARK. CITY OF ALBANY



### Strata Plan 30661

Lot	Certificate of Title	Lot Status	Part Lot
1	2068/901	Registered	
2	2068/902	Registered	
3	2068/903	Registered	
4	2068/904	Registered	





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#### C A 3

#### STRATA PLAN No. 30661

### DESCRIPTION OF PARCEL AND BUILDING

PARCEL:

PT LOT 29 OF ALBANY SUBURBAN LOT P9 ON DIAGRAM 30337

BUILDINGS: FOUR RESIDENTIAL UNITS CONSTRUCTED OF BRICK VENEER WALLS WITH COLOURBOND IRON ROOFS

### CERTIFICATE OF SURVEYOR

ERIC ALLAN HARLEY

., being a licensed surveyor registered under the Licensed Surveyors Act 1909, as amended, hereby certify that:--

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- (b) each building referred to above is within the external surface boundaries of the parcel; or
- (c)\_in a case where a part of a wall or building, or material attached thereto, encroaches beyond the external surface boundaries of the parcel-
  - (i) all lots shown on the plan are within the external surface boundaries of the parcel;
  - (ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and
  - (iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and registered as an appurtenance of the parcel.

9.1.96.

estor Licensed Surveyor

Date

Delete whichever is inapplicable

### CERTIFICATE OF LOCAL AUTHORITY

The Council of the Town of Albany ...., the local authority hereby certifies that-

- (1) (a) the building and the parcel referred to above has been inspected and that it is consistent with the building plans and specifications in respect of the building thereof that have been approved by the local authority; or
  - (b) the building has been inspected and the modification is consistent with the approved /// building plans and specifications relating to the modification;
- (2) the building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act 1985;
- (3) where a part of a wall or building or material attached thereto encroaches beyond the MOV external surface boundaries of the parcel on to a public-road, street or way the Local authority is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local authority does not object to the encroachment;
- (4) (a)-any conditions imposed by the State Planning Commission have been complied with; He (b) the within strata scheme is exempt from the requirement of approval by the State Planning Commission.

January , 1996 Date Delete whichever is inapplicable







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REGISTERED PROPRIETOR S PARTICULARS	ANNEXURE	A OF STRATA PLAN No. 30001			REGIST	REGISTRAR OF TITLES
Instrument         Instrume			PRIETORS			
Image: Sected of Enclosed and Sected and Secte		REGISTERED PROPRIETOR		STRUMENT NI IMBER	REGIST'D	SIGNATURE OF REGISTRAR of TITLE
SCHEDULE OF ENCUMBRANCES, ETC. <u>RUMEIT</u> <u>NUMBER</u> <u>NUMBER</u> <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF</u> <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF</u> <u>REGISTATURE OF</u> <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF</u> <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF <u>REGISTATURE OF <u>REGISTATURE OF <u>REGISTATURE OF</u> <u>REGISTATURE OF <u>REGISTATURE OF <u>REG</u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u></u>						
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	낢	REGIST'D	ATURE OF	CAN	VCELLATIO	z
			RAR of TITLES	5		z

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6500376 Landgate www.landgate.wa.gov.au

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### **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 <u>before</u> the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

### Information for the buyer

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

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

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

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

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

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



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

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

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

### Buyer's avoidance rights

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

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





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### Avoidance rights for notifiable variations

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

Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul> <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> <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 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> <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</li> </ul> </li> </ul>
	likely to affect the rights of the buyer; OR
	<ul> <li>(ii) varies an existing contract of</li> <li>that kind in a way that is likely</li> <li>to affect the rights of the buyer</li> </ul>
	<ul> <li>The current/proposed scheme by-laws are modified.</li> </ul>
	<ul> <li>A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> </ul>
	<ul> <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 deta	ails.

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



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



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

### Buyer's right to postpone settlement

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



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

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

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# Precontractual Disclosure Statement to the Buyer Part B | Information specific to the sale of the strata lot

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

Personal information

The seller(s	5)				
Name	Linda Joyce				
Address	4/294 Albany Highway, Centenr	ial Park WA			
Telephone/m	obile 0437 990 222	Email Iynnojoyce@hotmail.com			
Name					
Address					
Telephone/m	obile	Email			
Scheme Inf	ormation	The term 'scheme' includes strata and survey-strata schemes			
Scheme Det	ails				
Scheme nam	le	294 Albany Highway - Albany			
Name of the	strata company	Owners of Strata Plan 30661			
	ervice of the strata ken from scheme notice)	Merrifield Real Estate, PO Box 1, Albany WA 6332			
Name of Stra	ita Manager	Selena Taylor of Merrifield Real Estate			
Address of S	trata Manager	256 York Street, Albany WA 6330			
Telephone/M	obile	08 9841 4022 or 0488 688 620			
Email		selena@merrifield.com.au			
The status of ☐ proposed ✔ registered	the scheme is:				
The scheme ✓ strata  □ survey-str					

The tenure type is ✓ freehold leasehold



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For leasehold only:	
The scheme has a term of years months days commencing on registration of the scheme	
If there is a registered scheme notice, the expiry day for the leasehold scheme is	
For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.	Att.
Scheme Documents (must be attached)	
Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020).	
A copy of the scheme plan showing the exact location and definition of the lot	1
A copy of the scheme by-laws	2
A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate	
Do the scheme by-laws include staged subdivision by-laws $\begin{tabular}{ c c c c } \hline I & I & I & I & I & I & I & I & I & I$	
$\Box$ 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
$\square$ A statement that the strata company does not keep minutes of its meetings*	
$\Box$ A statement of why the seller has been unable to obtain the minutes	
Additional comments:	
Statement of accounts (choose one option)	
$\checkmark$ The statement of accounts last prepared by the strata company	4
$\Box$ A statement that the strata company does not prepare a statement of accounts*	
$\Box$ A statement of why the seller has been unable to obtain a statement of accounts	
* Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.	
Additional comments:	

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	_					
Termination propos						
Has the seller receive in relation to any curr				🖌 no	yes	
If yes, attach a copy.						
Lot information (cho This lot is on a reg	• •					Att.
This lot has not ye	et been created					
This lot is a lease (being the expiry day	•					
Street address of the	lot (if known)					
4/294 Albany Highway, Cer	ntennial Park WA 6330	l				
Lot 4 on sche	me plan no. <u>30661</u>	l				
(The lot owner will also		common prope	rty of the scheme)			
Voting right restrict						
Does the contract col meaning in regulation 2019? *				🗸 no	yes	
If yes, describe the re	estriction					
* A voting right restriction an enduring proxy or po			the buyer to grant			
Exclusive use by-la	ws					
This lot is a 'special lo exclusive use of an a	rea of common pr	operty		🖌 no	yes	
If yes, please give de	tails		×			
<ul> <li>Strata levy/contribut</li> <li>(Local government rates</li> <li>✓ Contributions that</li> <li>☐ If not determined,</li> </ul>	s are payable by the have been deterr	e lot owner in a mined within t	ddition to the strata he previous 12 m	nonths bosed se ) <b>12 mo</b> r	ettlement date hths after	
Administrative fund:	\$1,625.00		the proposed	i Settien	ient date	
Reserve fund:	\$500.00					
Other levy (attach details)	<u>\$300.00</u>					
✓ Actual ☐ Estimation	ated total contribu	tion for the lo	t \$			
Payable annually		/ 🗌 quarte				
	-	-				
			on			
	on		on			
Strata levy/contribu	tions/other debts	s owing				
If the seller has a deb				-	\$ <u>Nil</u>	
If the seller has a deb	ot owed to a utility	company, the	e total amount ow	ing is	\$ <u>Nil</u>	

Page **8** of **10** 



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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 beAtt.completed if the seller of the lot is a scheme developerThe scheme developer is defined as:• The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme						
<ul> <li>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</li> </ul>						
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						
<ul> <li>The first annual general meeting of the strata company has not been held</li> </ul>						
The scheme developer owns 50% or more of the lots						
<ul> <li>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</li> </ul>						
Statement of estimated income and expenditure						
A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.	_					
Additional comments:						
Agreements for amenity or service						
Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?						
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?						
If yes, attach details including terms and conditions.	_					
Additional comments:						
Section 79 Disclosure of remuneration and other benefits						
Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for in the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?						



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Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?	🗌 no 🗌 yes	
If yes, attach details of any remuneration, other benefit and/or pecuniary inte disclosed in accordance with s.79 of the Act, including its value.	erest	
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

 $\Box$  I /  $\Box$  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.

	DocuSigned by:	
Signature	Hoya	· · ·
	292EA6279748485	
Name	Linda Joyce	
Date	19/4/2024	n fanandare operationen en
Signature		
Name		
Date		
I / We <sup>1</sup> precontractua         I / We <sup>1</sup> not an offer or	I disclosures before $\Box$ I / $\Box$ We <sup>1</sup> understand that the disclosures give	$I / \square$ we <sup>1</sup> received Part A and Part B of the required
Signature		
Name		
Date		

Signature

Name

Date

<sup>1</sup> Select one.

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### S30661

Lot Number	Part	Register Number	Unit Entitlement	Lot Number	Part	Register Number	Unit Entitlement
1		2068/901	25	2		2068/902	25
3		2068/903	25	4		2068/904	25



### Attachment I p.2 of 5





	· · · · · · · · · · · · · · · · · · ·		САЗ
		STRATA PLAN No. 30	661
	DESCRIP	TION OF PARCEL AND BUILDING	
	PARCEL:	PT LOT 29 OF ALBANY SUBURBAN LOT P9 ON DIAGRAM 30337	
	BUILDINGS:	FOUR RESIDENTIAL UNITS CONSTRUCTED OF BRICK VENEER WALLS WITH COLOURBOND IRON ROOFS	
CED.		OF SURVEYOR	
(a) (b)	each lot that is no boundaries of the each building refe	rors Act 1909, as amended, hereby certify that:— It wholly within a building shown on the plan is within the external surface parcel; and either erred to above is within the external surface boundaries of the parcel; or <del>part of a wall or building, or material attached thereto, encroaches beyond</del> the boundaries of the parcel—	
	(ii) the plan clea and (iii) where the er	in on the plan are within the external surface boundaries of the parcel; arly indicates the existence of the encroachment and its nature and extent; incroachment is not on to a public road, street or way, that an appropriate as been granted and registered as an appurtenance of the parcel.	
	(ii) the plan clea and (iii) where the er	arly indicates the existence of the encroachment and its nature and extent; incroachment is not on to a public road, street or way, that an appropriate as been granted and registered as an appurtenance of the parcel.	
Date	(ii) the plan clea and (iii) where the er easement h	arly indicates the existence of the encroachment and its nature and extent; incroachment is not on to a public road, street or way, that an appropriate as been granted and registered as an appurtenance of the parcel.	
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# Attachment 1 p.5 of 5

ANNEXURE	A OF STRATA PLAN No.	ိပ်ဇံပိ	ė1			REGIST	REGISTRAR OF TITLES
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## Attachmen 2 p. 1 of 7

## schedules





### **STRATA TITLES ACT 1985**

### **SCHEDULES**

### SCHEDULE 1 & SCHEDULE 2 (s39)

### Schedule 1 – Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

### 1. Duties of owner

- (1) The owner of a lot must
  - (a) immediately carry out all work that may be ordered under a written law in respect of the 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 the lot;
  - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must -
  - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of 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 the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

### [2. Deleted by No. 30 of 2018 s. 88.]

### 3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or 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 owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner 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 an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

### 4. Constitution of council

- (1) The powers and duties of the strata company must, 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 is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.



- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council
  - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
  - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - (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 the member is not elected or re-elected; or
  - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
  - (e) if the member is removed from office under sub-bylaw (8); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a 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, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

### 5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy 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 the nomination, given
  - (a) in writing, and furnished to the chairperson at the meeting; or
  - (b) orally by a nominee who is present at the meeting in person or by proxy.

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## schedules



- (4) When no further nominations are forthcoming, the chairperson --
  - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
  - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must -
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by -
  - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
  - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
  - (c) signing the ballot form; and
  - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and -
  - (a) that number equals the number of votes recorded in favour of any other candidate; and
  - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

### 6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person
  - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
  - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens
  - (a) the person ceases to be a member of the council under by-law 4(9);
  - (b) receipt by the strata company of a written notice of the person's resignation from that office;
  - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.



(4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

### 7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

### 8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may
  - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
  - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

### 9. Powers and duties of secretary of strata company

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

- 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; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- (g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]



### 10. Powers and duties of treasurer of strata company

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

- (a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the Strata Titles Act 1985 section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.
- [Clause 10 amended by No. 30 of 2018 s. 96.]

[**11-15.** Deleted by No. 30 of 2018 s. 97.]

#### Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

### 1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

### 2. Use of common property

An owner or occupier of a lot must -

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

#### 3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not -

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

### 4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]



### 6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on 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 an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

### 7. Drying of laundry items and signage

An owner or occupier of a lot must 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 their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

### 8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on 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.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

### 9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

#### 10. Floor coverings

An owner of a lot must 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 an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

### 11. Garbage disposal

An owner or occupier of a lot must -

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

### 12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]



### 13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must 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.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

### 14. Appearance of lot

An owner or occupier of a lot must 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.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

### 15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]



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MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 30661

### ADDRESS OF THE STRATA SCHEME:

294 Albany Highway, Centennial Park WA 6330

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 30661 was held on 29/09/2023 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 10:00 AM.

#### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Melissa Pitson Chairperson
2	2	Apology	Melissa Pitson Chairperson
3	3	Yes	James & Natasha Henderson Natasha Henderson
4	4	Yes	Linda Joyce

#### 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: L Joyce. Seconded: N Henderson.

### 2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 30/09/2022 be verified as a true record of those proceedings.

Business arising from the previous minutes: Nil Moved: N Henderson. Seconded: L Joyce.

### 3 Consideration of Statement of Accounts

Resolved that the Statement of accounts for the period ended 31/08/2023 be adopted as presented. Moved: L Joyce. Seconded: N Henderson.

### 4 Constitution of the Council

Resolved that the Council of the Strata Company consists of all proprietors. Moved: N Henderson. Seconded: L Joyce.

### SPECIAL BUSINESS

### 5 Insurance

Resolved that:

the Honan Insurance Group Financial Services Guide and the Allianz Australia Insurance Limited Product Disclosure

Statement, as tabled, be received and incorporated into the records of the Strata Company

- the Council be directed to renew the current insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.
- pursuant to section 53B of the Strata Titles Act, 1985 and until otherwise determined it is a function of the strata company to insure in respect of:
- a. any building on a lot in the scheme; or

b. damage to property, death or bodily injury for which the proprietor of a lot in the scheme could become liable in damages; and, the strata company will comply with the provision of section 53D. Moved: L Joyce. Seconded: N Henderson.

Resolved that the owners approve a quote from Honan/SCI for a 12 month policy. Moved: N Henderson. Seconded: L Joyce.

### 6 Managing Agent

Resolved that Merrifield Real Estate be appointed Agent Manager of the Strata Company for a period of 12 months at a fee of \$1,100.00 per annum.

Moved: L Joyce. Seconded: N Henderson.

### 7 Items of business notified or proposed by proprietors/Council or others

A discussion took place regarding the state of the driveway and should repairs be carried out this year or in 2024. MRE will ask the contractor (Albany Bitumen Spraying) whether this should be completed before winter.

### 8 Budget

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

Moved: N Henderson. Seconded: L Joyce.

### 9 Levy of Contributions

Resolved that:

- (a) contributions to the administrative fund are estimated and determined at \$6,500.00; and
- (b) contributions to the reserve fund are estimated and determined at \$2,000.00; and
- (c) both contributions be payable in advance, and due on 29th October 2023.

Moved: L Joyce. Seconded: N Henderson.

### 10 Next AGM

Resolved that the AGM next year be held on Friday, 4th October 2024 commencing at 10.00am. Moved: N Henderson. Seconded: L Joyce.

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

It was agreed for MRE to seek two quotes for Gardeners to dig out current soil along driveway and plant a hedge along fence line where there is currently no plants. One quote from current gardener and another quote from MRE choice of contractor. Whoever attends to the work, if they can contact the owner of unit 3 as she will arrange some works directly with them.

MRE will ask the gardeners to prune trees away from the path near bus stop.

It was approved for the owner of unit 3 to put up a Gazebo to the rear.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:30 AM.



### Statement of Financial Position As at 23/04/2024

258 York Street PO Box 5001 Albany WA 6332 (09) 9841 4022 admin@merrifield.com.au www.merrifield.com.au

294 Albany Highway, Centennial Park WA 6330 294 Albany Highway **Current period Owners' funds** Administrative Fund Operating Surplus/Deficit--Admin 1,346.99 **Owners Equity--Admin** 6,797.84 8,144.83 **Capital Works Fund** Operating Surplus/Deficit--Capital Works 2,000.00 21.000.00 **Owners Equity--Capital Works** 23,000.00 Net owners' funds \$31,144.83 **Represented by:** Assets **Administrative Fund** Cash at Bank--Admin 8,144.83 8,144.83 **Capital Works Fund** Cash at Bank---Capital Works 23,000.00 23,000.00 **Unallocated Money** Cash at Bank--Unallocated 735.00 735.00 Total assets 31,879.83 Less liabilities Administrative Fund 0.00 **Capital Works Fund** 0.00 **Unallocated Money** Prepaid Levies--Unallocated 735.00 735.00 Total liabilities 735.00 Net assets \$31,144.83

### 23/04/2024 10:06 Amanda Piper

Merrifield Real Estate

Page 1


# Approved Budget to apply from 01/09/2023

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

294 Albany Highway	294 Albany Hi	ghway, Centennial Par	rk WA 6330		
Administrative Fund					
	Approved budget	Actual 01/09/2022-31/08/2023	Previous budget		
Revenue					
Levies DueAdmin	6,500.00	6,500.00	6,500.00		
Status Certificate Fees	0.00	280.00	0.00		
Total revenue	6,500.00	6,780.00	6,500.00		
Less expenses					
AdminManagement FeesStandard	1,100.00	1,099.92	1,100.00		
AdminPostage & Petties	40.00	40.00	40.00		
AdminStatus Certificate Fees Paid	0.00	280.00	0.00		
AdminTransfer to Capital Works Fund	2,000.00	4,000.00	0.00		
InsurancePremiums	3,400.00	2,821.27	2,500.00		
InsuranceValuation	0.00	570.00	570.00		
Maint BldgGeneral Repairs	1,500.00	114.00	1,000.00		
Maint BldgPlumbing & Drainage	0.00	0.00	1,000.00		
Maint GroundsLawns & Gardening	1,460.00	808.50	1,460.00		
Total expenses	9,500.00	9,733.69	7,670.00		
Surplus/Deficit	(3,000.00)	(2,953.69)	(1,170.00)		
Opening balance	6,797.84	9,751.53	9,751.53		
Closing balance	\$3,797.84	\$6,797.84	\$8,581.53		
Total units of entitlement	100		100		
Levy contribution per unit entitlement	\$65.00		\$65.00		

03/10/2023 14:07 Amanda Piper Merrifield Real Estate

Page 1

294 Albany Highway	294 Albany Highway, Centennial Park WA 6330		
Capital Works Fund			
	Approved budget	Actual 01/09/2022-31/08/2023	Previous budget
Revenue			
Levies DueCapital Works	2,000.00	2,000.00	2,000.00
Transfer from Admin Fund	2,000.00	4,000.00	0.00
Total revenue	4,000.00	6,000.00	2,000.00
Surplus/Deficit	4,000.00	6,000.00	2,000.00
Opening balance	21,000.00	15,000.00	15,000.00
Closing balance	\$25,000.00	\$21,000.00	\$17,000.00

Total units of entitlement	100	100
Levy contribution per unit entitlement	\$20.00	\$20.00



# Approved Levy Schedule to apply from 01/09/2023

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

#### 294 Albany Highway, Centennial Park WA 6330

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

Lot 1	Unit 1	Unit Entitlement 25.00	Admin Fund 1,625.00	Capital Works Fund 500.00	<b>Annual</b> <b>Total</b> 2,125.00
2	2	25.00	1,625.00	500.00	2,125.00
3	3	25.00	1,625.00	500.00	2,125.00
4	4	25.00	1,625.00	500.00	2,125.00
		100.00	\$6,500.00	\$2,000.00	\$8,500.00





# Plan Legend (summary) INFORMATION BROCHURE



This legend is provided to <u>Dial Before You Dig</u> users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from <u>www.watercorporation.com.au</u>. (Your business > Working near pipelines > Downloads) WARNING - Plans may not show all pipes or associated equipment at a site, or their accurate location. Pothole by hand to verify asset location before using powered machinery.



















# **FEATURES**

#### FEATURE POINTS

- Side Elevation SC
- ⊠ Obstacle
- \* See Details
- NC Not Connected
- **Gas Service** SV
- T Sign
- **OLS Offline Service**
- Linked Document
- **Pre-Laid Service** PLS
- **Pre-Laid Service Stairs** PLSS
- PLST **Pre-Laid Service Tee**
- Asset end on Building / Property Line ΒL
- Asset ends on Direction Peg CoD

**Boundary Regulator** 

 $(\mathbf{R})$ Rectifier

#### FEATURE LINES

- Reference Line
- Gas Pit
- DOC 1.2m 
  Arrow Pointer

#### FEATURE POLYGONS

- **Proving Location** 
  - Pressure Upgrade
  - Not Gassed

Suburb

Local Government







	6/ 63 /00 X 000			∧	/// ×/// %	
	Report Damage: https Ph - 13 22 03	s://service.telstra.com.au/custom	er/general/forms/report-dan	nage-to-telstra-equipment	Sequence Number: 238281329	
	Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries TELSTRA LIMITED A.C.N. 086 174 781 Generated On 22/04/2024 16:42:03		CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and			
				contact Telstra Plan Services should you require any assistance.		

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

#### 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. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



	\ c26:M291-295	
7	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment Ph - 13 22 03	Sequence Number: 238281329
	Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	CAUTION: Fibre optic and/ or major network present
	TELSTRA LIMITED A.C.N. 086 174 781	in plot area. Please read the Duty of Care and
	Generated On 22/04/2024 16:42:04	contact Telstra Plan Services should you require any assistance.

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See the Steps- Telstra Duty of Care that was provided in the email response.



## **OPENING ELECTRONIC MAP ATTACHMENTS -**

Telstra Cable Plans are generated automatically in either PDF or DWF file types,

dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



#### DWF Map Files (all sizes over A3)

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

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



## PDF Map Files (max size A3)

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

### Telstra BYDA map related enquiries email

Telstra.Plans@team.telstra.com

1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - https://www.telstra.com.au/forms/report-damage-to-telstra-equipment Ph: 13 22 03

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

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



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only). <u>NetworkIntegrity@team.telstra.com</u> https://www.telstra.com.au/consumer-advice/digging-construction



#### Certified Locating Organisation (CLO)

DBYDCertification E https://dbydlocator.com/certified-locating-organisation/

Please refer to attached Accredited Plant Locator.pdf



Telstra Smart Communities Information for new developments (developers, builders, homeowners) <u>https://www.telstra.com.au/smart-community</u>

Telstra Map Legend v3\_9a

Telstra Limited ACN: 086 174 781

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# **LEGEND**

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





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

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

Telstra Map Legend v3\_9a

Page 2

Telstra Limited ACN: 086 174 781



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 238281322



For all Optus DBYD plan enquiries – Email: <u>Fibre.Locations@optus.net.au</u> For urgent onsite assistance contact 1800 505 777 Optus Limited ACN 052 833 208 Date Generated: 22 Apr 2024



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

Dial before you dig Job #:		BEFORE
Sequence #	238281326	YOU DIG
Issue Date:	22/04/2024	Zero Damage - Zero Harm
Location:	Unit 4 294 Albany Hwy , Centennial Park , WA , 6330	

1

# **Indicative Plans**

+	
44.	Parcel and the location
3	Pit with size "5"
25	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
$\otimes$	Pillar
2 PO-T-25.0m P40-20.0m 9	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
-0 1 0	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
TROADWAY ST	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



# **Emergency Contacts**

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



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

ESTABLISHED IN ALBANY FOR OVER 80 YEARS 10/05/2024

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

To whom it may concern,

#### RE: RENTAL APPRAISAL - 4/294 ALBANY HIGHWAY, CENTENNIAL

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

After viewing the property and taking into consideration its location and condition, we feel we can expect to achieve circa **\$410.00 - \$450.00 per week** in the current rental market. The higher amount could be gained with the consideration of allowing pets.

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

Smoke Alarm guidelines:

DFES\_fireinthehome-smokealarm-renting-selling-FAQs.pdf

Internal Blind cord requirements:

<u>Obligations of landlords - corded internal window coverings | Department of Mines,</u> <u>Industry Regulation and Safety (commerce.wa.gov.au)</u>



Minimum Security Requirements:

<u>Rental property security standards | Department of Mines, Industry Regulation and</u> <u>Safety (commerce.wa.gov.au)</u>

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

Yours faithfully,

Lisa Dunham Senior Property Manager

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