

FOR SALE



Offers Above \$1,750,000

5 / 4 BARRY COURT, COLLINGWOOD PARK



LUXURY LIFESTYLE AND BEACH HOUSE VIBE

- Contemporary, near-new home, short walk to beach
- Stunning design, high-spec details throughout
- Two-storey, three living areas, balcony, al fresco
- Sensational views over ocean and golf course
- Packed with luxury lifestyle features



 4  4  2  362 m²

Jeremy Stewart

0439 940 976

0898414022

jeremy@merrifield.com.au



Disclaimer: All details on the brochure are presented on the vendor's advice. Prospective purchasers should take necessary actions on their own behalf to satisfy themselves of the details of conditions, contents, fixtures and improvements in regards to this property. **Merrifield Real Estate Pty Ltd** JR Stewart Trust T/A Merrifield Real Estate, 258 York Street, Albany WA 6330 ABN 66 768 696 418

5 / 4 BARRY COURT, COLLINGWOOD PARK



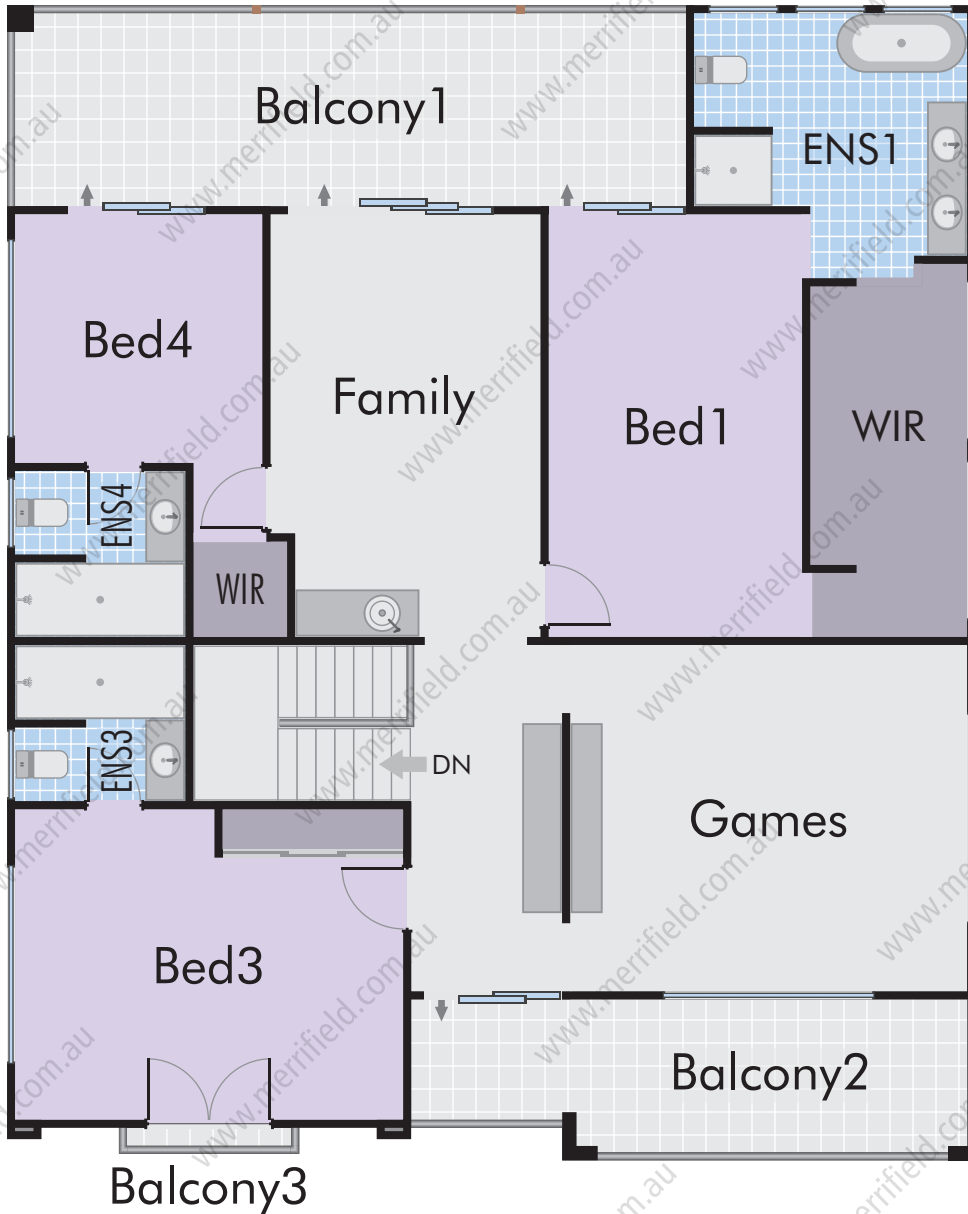
Specification

Asking Price	Offers Above	Land Size	362.00 m2
Bedrooms	\$1,750,000	Frontage	See Certificate of Title
Bathrooms	4	Restrictive Covenants	See Certificate of Title
Toilets	5	Zoning	Residential/R50
Parking	2	School Zone	Spencer Park Primary School & A.S.H.S
Sheds	Nil	Sewer	Connected
HWS	Electric	Water	Scheme Connected
Solar	Nil	Internet Connection	NBN Available
Council Rates	\$3175.53	Building Construction	Brick/Colorbond
Water Rates	\$1564.13	Insulation	Yes
Strata Levies	\$571.38	Built/Builder	2023
Weekly Rent	\$950 - \$1,100	BAL Assessment	N/A

-- Map Viewer Plus --



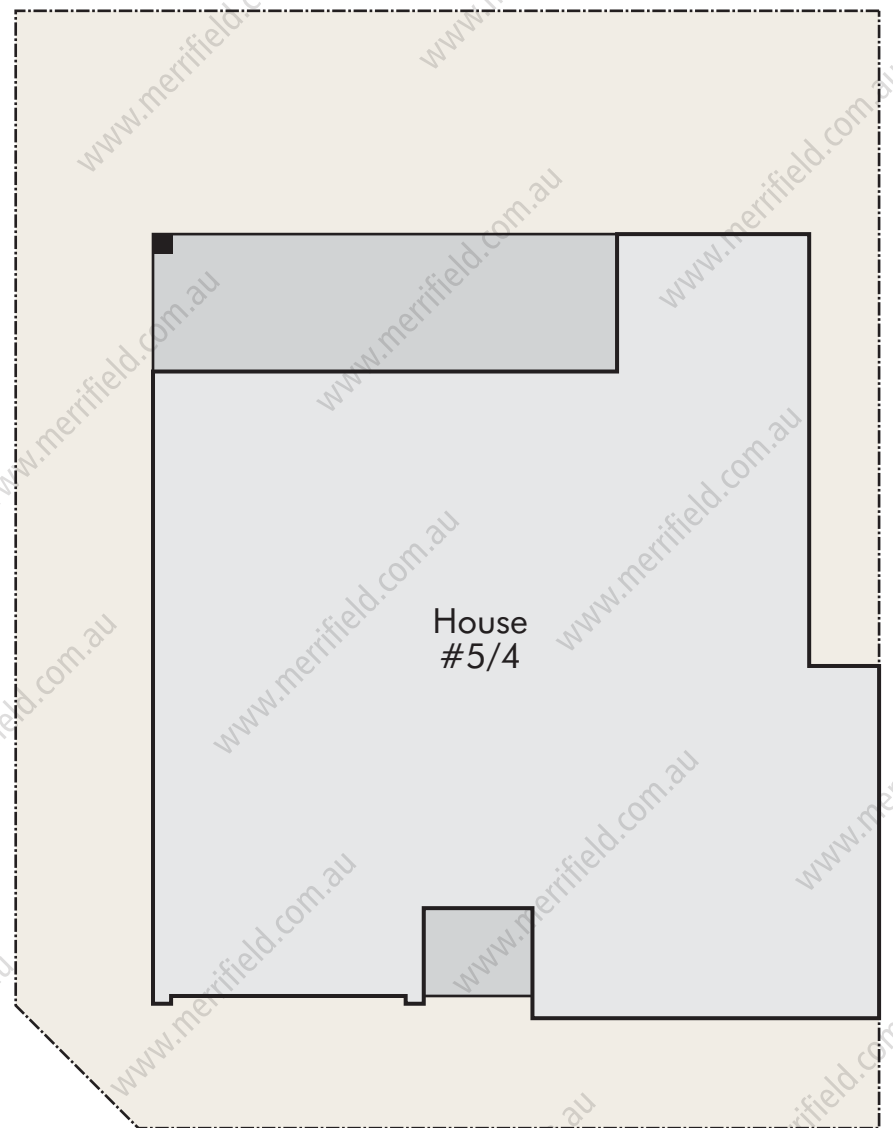
Author: <https://map-viewer-plus.landgate.gov.au/?address=Unit%205%2C%204%20Barry%20Court%2C%20Collingwood%20Park%206500&theme=hybrid>



Upper Floor



Ground Floor



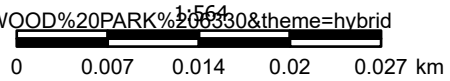
Driveway

Site Plan

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



Author: <https://map-viewer-2024.landgate.wa.gov.au/?address=Unit%20%2C%204%20Barry%20Court%2C%20COLLINGWOOD%20PARK%206330&theme=hybrid>



WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2869 474

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 5 ON SURVEY-STRATA PLAN 56302
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DANIELA IUDITA VALCAN-TAMAS OF 2 QUOKKA PLACE MIRA MAR WA 6330
(T P215983) REGISTERED 14/7/2022

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

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. P215985 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 14/7/2022.

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

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP56302
PREVIOUS TITLE: 2869-468
PROPERTY STREET ADDRESS: UNIT 5 4 BARRY CT, COLLINGWOOD PARK.
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY

SURVEY-STRATA PLAN

56302

SHEET 1 OF 1 SHEET

SURVEYOR'S CERTIFICATE - Reg 54

I, D.J. RYAN
 hereby certify that this plan is accurate and is a correct representation of the
 (a) survey; and/or
 (b) calculations from measurements,
 (c) ...
 unless otherwise indicated.
 In relation to which it complies with the relevant
 provisions of the Survey Act 1985.
 Dated this 29th day of July 2015.
D. J. Ryan
 LICENSED SURVEYOR

PLAN OF
LOT 148 ON DP 73409

CERTIFICATE OF TITLE VOL. 2869 FOL. 468

LOCAL GOVERNMENT CITY OF ALBANY

INDEX PLAN BK26 (2) 13.06

FIELD BOOK 122850

SCALE 1:500 @ A3

NAME OF SCHEME
 LOT 148 BARRY COURT
 COLLINGWOOD PARK

ADDRESS OF PARCEL
 LOT 148 BARRY COURT
 COLLINGWOOD PARK, ALBANY WA 6330

MANAGEMENT STATEMENT YES NO

LOGGED CERTIFIED CORRECT

DATE 29-JUL-13

FOR REGISTER OF TITLES

IN ORDER FOR DEALINGS

SUBJECT TO APPROVAL OF DP72409

REGISTERED DATE 8-OCT-13

ASSESS NO. 13211771

APPLICATION DATE 08.05.2015

WESTERN AUSTRALIAN PLANNING COMMISSION

W.A.P.C. REF. 357.09

Certificate of Approval of W.A.P.C. under Section 256(2) of
 Strata Titles Act 1985

Date of issue: 08-Oct-2013

Duration under S.16 PRD Act 2005

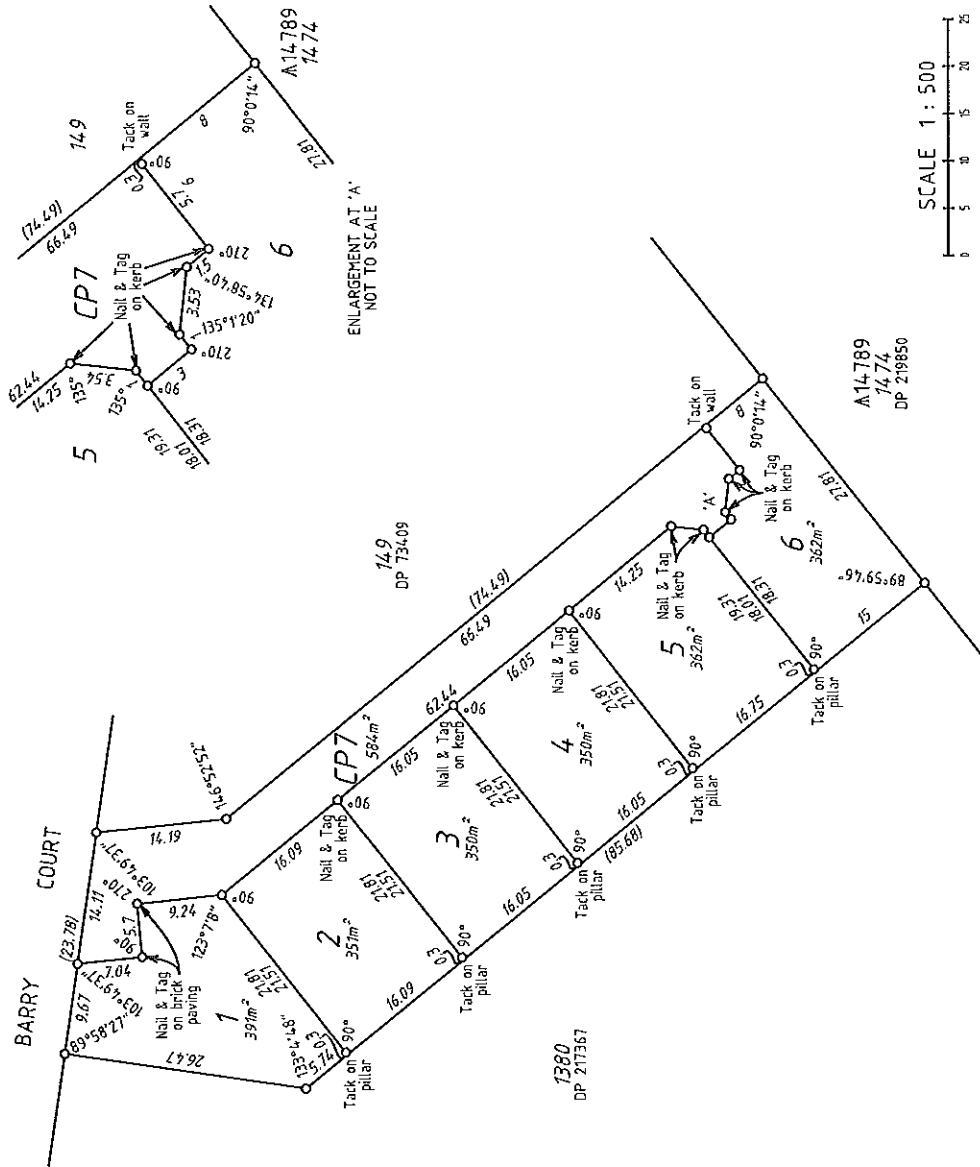
hadley Group Pty Ltd

Pymont House
 116 Serpentine Road, Albany
 Ph 98437 333 Fax 9844 3643
 W: www.hadleygroup.com.au
 E: info@hadleygroup.com.au

Landgate
 Western Australian Land Information Authority

VER. _____ AMENDMENT _____ AUTHORIZED BY _____ DATE _____

LIMITED IN DEPTH TO 12.19 METRES



SCALE 1 : 500

HELD BY LANDGATE
 IN DIGITAL FORM ONLY.

INTERESTS AND NOTIFICATIONS			
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN
			LAND BURDENED
			BENEFIT TO
			COMMENTS

HG Ref 14484-U2-01A ABS 16/07/2013

FORM 3

SURVEY-STRATA PLAN No. 56302							
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	153	2869	- 470				
2	153	2869	- 471				
3	159	2869	- 472				
4	164	2869	- 473				
5	178	2869	- 474				
6	193	2869	- 475				
CP7	Common Property						
				Aggregate	1,000		

DESCRIPTION OF PARCEL

Lot 148 on Deposited Plan 73409

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

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

Date



Ian Rae
2013.08.29 10:02:02
+08'00'

Signed

FORM 8

ANNEXURE 'A' OF SURVEY-STRATA PLAN NO. 56302

REGISTRAR OF TITLES

SCHEDULE OF DEALINGS

Deallings registered or recorded on Survey-Strata Plan			Instrument			Signature of Registrar of Titles
Nature	Number	Registered	Nature	Number	Registered	

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Particulars	Registered	Signature of Registrar of Titles	Cancellation		Signature of Registrar of Titles
Nature	Number				Nature	Number	

Note: Entries may be affected by subsequent endorsements.



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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



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

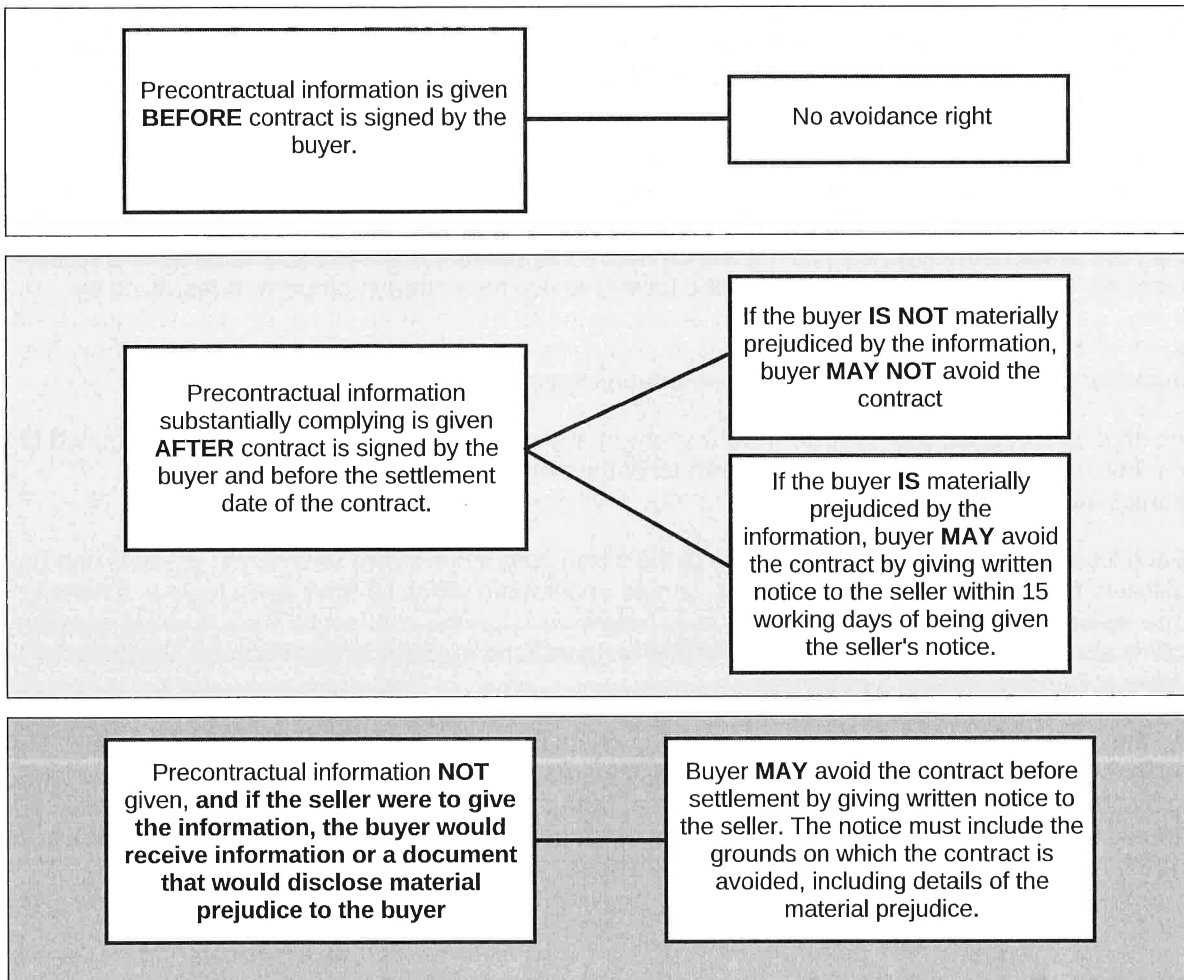
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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





Avoidance rights for notifiable variations

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

Type 1 and Type 2 notifiable variations are as follows:

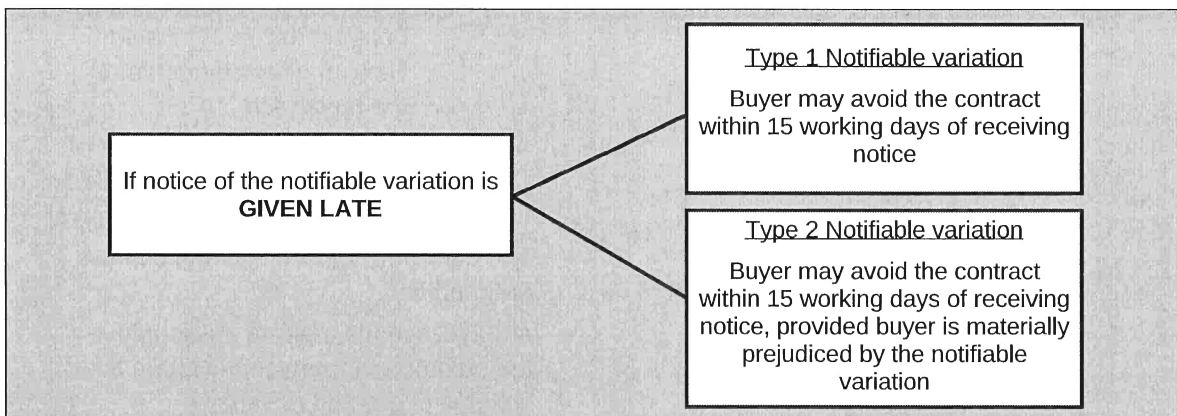
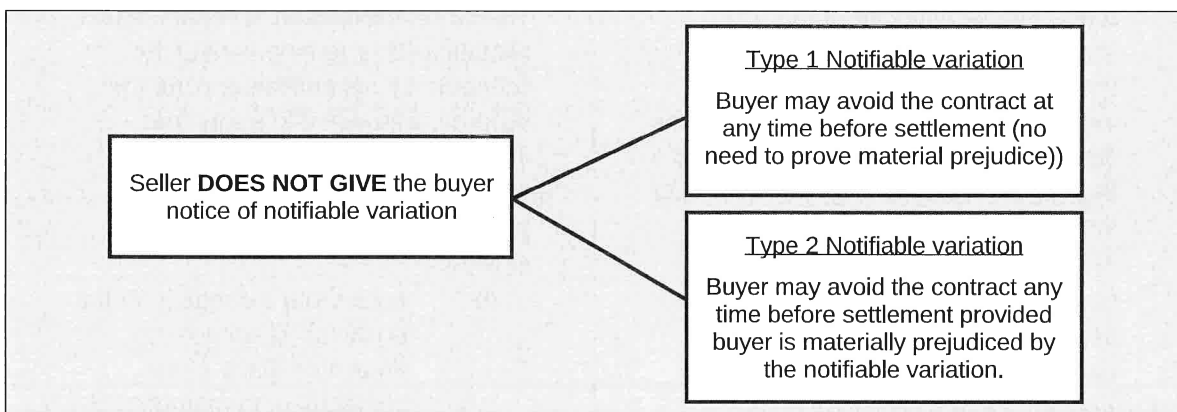
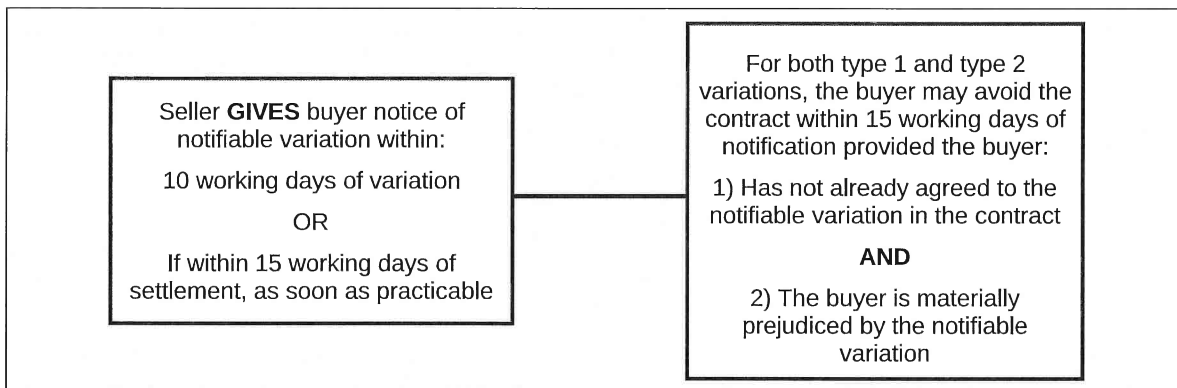
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable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

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

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



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



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

Buyer's right to postpone settlement

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



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

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



Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name Daniela Iudita Valcan-Tamas

Address _____

Telephone/mobile 0422 115 192 Email danieletamas@hotmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Lot 148 Barry Court Collingwood Park

Name of the strata company Owners of Lot 148 Barry Court Collingwood Park

Address for service of the strata company (taken from scheme notice) Lot 148 Barry Court, Collingwood Park Albany 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 (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020). _____

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

A copy of the scheme by-laws 2

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

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

If yes, they are included with this form _____

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

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

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

Additional comments: _____

Minutes (choose one option)

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

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

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

Additional comments: _____

Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company 4

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

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

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____



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)

5,4 Barry Court, Collingwood Park WA 6330

Lot 5 on scheme plan no. 56302

(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:	\$482.38		_____
Reserve fund:	\$89.00		_____
Other levy (attach details)	_____		_____

4 _____

Actual Estimated total contribution for the lot \$ \$571.38

Payable annually bi-annually quarterly other: _____

Due dates \$571.38 on 15/12/2023 _____ on _____

_____ on _____ _____ on _____

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ N/A _____

If the seller has a debt owed to a utility company, the total amount owing is \$ N/A _____



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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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



Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? no yes

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

Additional comments: _____


Acknowledgement by seller and buyer

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

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

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

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

Signature 

Name Daniela Iudita Valcan-Tamas

Date 28/10/2024

Signature _____

Name _____

Date _____

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

<p>VER.</p>	<p>AMENDMENT</p>	<p>AUTHORISED BY</p>	<p>DATE</p>	<p>LIMITED IN DEPTH TO 12.19 METRES</p>		
<p>Held by Landgate in digital form only.</p> <p>SCALE 1 : 500</p>						
<p>INTERESTS AND NOTIFICATIONS</p>						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS

SURVEY STRATA PLAN

56302

SHEET 1 OF 1 SHEET
SURVEYOR'S CERTIFICATE - Reg S4

I. D.N. RYAN
 Licensed Surveyor
 14/08/2015 to 14/08/2017
 14/08/2015 to 14/08/2017 - 08/08/2015

PLAN OF
LOT 148 ON DP 73409

CERTIFICATE OF TITLE VOL. 2869 FOL. 468
LOCAL GOVERNMENT CITY OF ALBANY
INDEX PLAN BK26 (2) 13.06
FIELD BOOK 122850
SCALE 1:500 @ A3

NAME OF SCHEME
LOT 148 BARRY COURT
COLLINGWOOD PARK
ADDRESS OF PARCEL
LOT 148 BARRY COURT
COLLINGWOOD PARK, ALBANY, WA 6330

MANAGEMENT STATEMENT YES NO
CERTIFIED CORRECT **IRIM**
DOB FILE **28-AHS-13**

LOGGED
DATE 29-Jul-13
FILE PAID \$704.00
ASSESS NO. 13211771

IN ORDER FOR DEALINGS
SUBJECT TO Approval of DP 73409
FOR REGISTRATION OF TITLES
REGISTERED 8-Oct-13
DATE 08.05.2015

WESTERN AUSTRALIAN PLANNING COMMISSION
REGISTRATION OF TITLES
SEAL
W.A.P.C. REF. 357-09
 Certificate of Approval of W.A.P.C. under Section 258(2) of Strata Titles Act 1985

08-Oct-2013
DATE
Downloaded under S.16 P.10 Act 2005

hadley
 416 Serpentine Road, Albany
 Ph 98437 353 Fx 9841 3643
 E: info@hadley.com.au

Landgate
 Western Australian Land Information Authority

HE Ref
14484_U2-01A
ABS 16/07/2013

FORM 3

SURVEY-STRATA PLAN No. 56302							
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	153	2869	- 470				
2	153	2869	- 471				
3	159	2869	- 472				
4	164	2869	- 473				
5	178	2869	- 474				
6	193	2869	- 475				
CP7	Common Property						
				Aggregate	1,000		

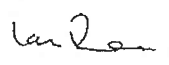
DESCRIPTION OF PARCEL

Lot 148 on Deposited Plan 73409

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

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

Date


Ian Rae
2013.08.29 10:02:02
+08'00'
Signed

FORM 8

ANNEXURE 'A' OF SURVEY-STRATA PLAN NO. **56302** REGISTRAR OF TITLES

SCHEDULE OF DEALINGS

Dealing registered or recorded on Survey-Strata Plan	Instrument			Signature of Registrar of Titles
	Nature	Number	Registered	

SCHEDULE OF ENCUMBRANCES ETC.

Instrument	Particulars	Registered	Signature of Registrar of Titles	Cancellation			Signature of Registrar of Titles
				Nature	Number	Registered	

Note: Entries may be affected by subsequent endorsements.

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, outgoing 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-by-law (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-by-law, 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.

- (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-by-law (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-by-law (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-by-law (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-by-law (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-by-law (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 –

- (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; 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.]



MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 56302

ADDRESS OF THE STRATA SCHEME:

4 Barry Court, Collingwood Park WA 6330

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 56302 was held on 15/11/2023 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 01:26 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Jason & Kylie Wilson Chairperson
3	3	Yes	Narelle Turner
4	4	Yes	Brian Fuller & Craig Fuller
5	5	Apology	Daniela Valcan-Tamas Adrian Tamas
6	6	Yes	Adrian Tamas

Cheryl Komene from Merrifield Real Estate

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: N Turner Seconded: C Fuller

2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 16/11/2022 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: N Turner Seconded: C Fuller

3 Consideration of Statement of Accounts

Resolved that the Statement of accounts for the period ended 30/09/2023 be adopted as presented.

Moved: N Turner Seconded: A Tamas

4 Constitution of the Council

The motion that the Council of Owners of the Strata Company consist of three proprietors was **not moved**. It was resolved that all owners be on the Council of Owners.

Moved: C Fuller Seconded: N Turner

ATTACHMENT 3
p. 2 of 3

SPECIAL BUSINESS

5 Insurance

Resolved:

- That the Rainbow Coast Insurance Brokers Financial Services Guide and the QBE Insurance (Australia) Limited Product Disclosure Statement, as tabled, be received and incorporated into the records of the Strata Company
- 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: A Tamas Seconded: N Turner

A discussion took place as to whether a valuation for insurance purposes is required. All present owners agreed that it is not required.

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 \$1,350.00 per annum.

Moved: B Fuller Seconded: N Turner

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

A discussion took place regarding developing the front entrance gardens and along the driveway. Wayne presented a quote to remove the garden bed near the fence line and then replace with hotmix which was \$2200. Owners have decided to leave this for now until a decision has been made on the front gate.

Wayne presented an updated quote to install an electric security gate to the front entry from Coastline Garage Doors and Gates. The cost has nearly increased by 50% from the 2022 quote. MRE will seek a second quote from ABA security. The gate must be manufactured from aluminum. When the second quote has been received then MRE will inform all owners to make a final decision as a special levy will be issued dividing the cost evenly between the 6 lots. Wayne mentioned that Koster outdoors were not willing to quote. MRE will make contact to confirm this is correct.

It was agreed that the installation of the security gate was a good idea and becoming necessary due to reports of recent break ins and strangers peeking through windows. However all present owners agreed that there is no point installing a security gate unless Colorbond sheets or some sort of fencing be installed between the boundary pillars to lot 1. MRE will contact the owners of lot 1. Some owners stated last year that they offered to contribute money to help pay for the installation of the fence panels.

It was agreed that there is no point landscaping or concreting the side of the driveway until the builds have been complete.

Wayne installed no parking sign to the front entrance. Wayne was thanked.

A suggestion was made that owners that are building on their lots should put down a deposit to be held whilst building to cover for any damage to common property etc.

Narelle mentioned that the sumps to the driveway will need cleaning out before winter. MRE will organise.

Adrian mentioned that he hopes to start building on lot 6 January 2024 and hopes the build will be finished Dec 2024. Adrian hopes to block off the rear access to help with the sand blowing around. Craig and Wayne mentioned to Adrian that together they can all work together to help minimise the amount of sand blowing around on the building sites.

8 Budget

Resolved that the statement of estimated receipts and payments (budget) for the period ended 30/09/2024 be tabled and adopted.

Moved: C Fuller Seconded: A Tamas

9 Levy of Contributions

Resolved:

- (a) That contributions to the Administrative Fund are estimated and determined at \$2,710.00; and

ATTACHMENT 3
P-3 OF 3

- (b) That contributions to the Capital Works Fund are estimated and determined at \$500.00 ; and
(c) That both contributions be payable in advance, and due on 15th December 2023.
Moved: C Fuller Seconded: N Turner

10 Next AGM

Resolved that the AGM next year be held on Wednesday, 20th November 2024 commencing at 1.30pm.
Moved: B Fuller Seconded: A Tamas

11 Matters without notice for discussion and referral to the Council

Craig mentioned that now that the builds of lots 4 and 5 are near complete please be mindful of other occupants and be cautious when reversing out on to the driveway.

It was suggested that when the next builds start that the owners supply a general waste bin for the workers to use for food scraps etc... to prevent vermin and birds eating the rubbish. Narelle mentioned that she happy to take the bins out to the front kerb to be emptied.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 02:11 PM.



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

**Approved Budget
to apply from 01/10/2023**

4 Barry Court

4 Barry Court, Collingwood Park WA 6330

Administrative Fund

	Approved budget	Actual	Previous budget
	01/10/2022-30/09/2023		
Revenue			
Levies Due--Admin	2,710.00	2,710.00	2,710.00
<i>Total revenue</i>	2,710.00	2,710.00	2,710.00
Less expenses			
Admin--Management Fees--Standard	1,350.00	1,350.00	1,350.00
Admin--Other Expenses--Admin	60.00	0.00	0.00
Admin--Postage & Petties	0.00	60.00	60.00
Insurance--Premiums	1,000.00	909.00	1,000.00
Maint Bldg--General Repairs	300.00	0.00	300.00
<i>Total expenses</i>	2,710.00	2,319.00	2,710.00
Surplus/Deficit	0.00	391.00	0.00
Opening balance	2,343.16	1,952.16	1,952.16
Closing balance	\$2,343.16	\$2,343.16	\$1,952.16
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$2.71		\$2.71

4 Barry Court

4 Barry Court, Collingwood Park WA 6330

Capital Works Fund

	Approved budget	Actual	Previous budget
	01/10/2022-30/09/2023		
Revenue			
Levies Due--Capital Works	500.00	500.00	500.00
<i>Total revenue</i>	500.00	500.00	500.00
Surplus/Deficit			
Opening balance	2,000.00	1,500.00	1,500.00
Closing balance	\$2,500.00	\$2,000.00	\$2,000.00
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$0.50		\$0.50



Approved Levy Schedule to apply from 01/10/2023

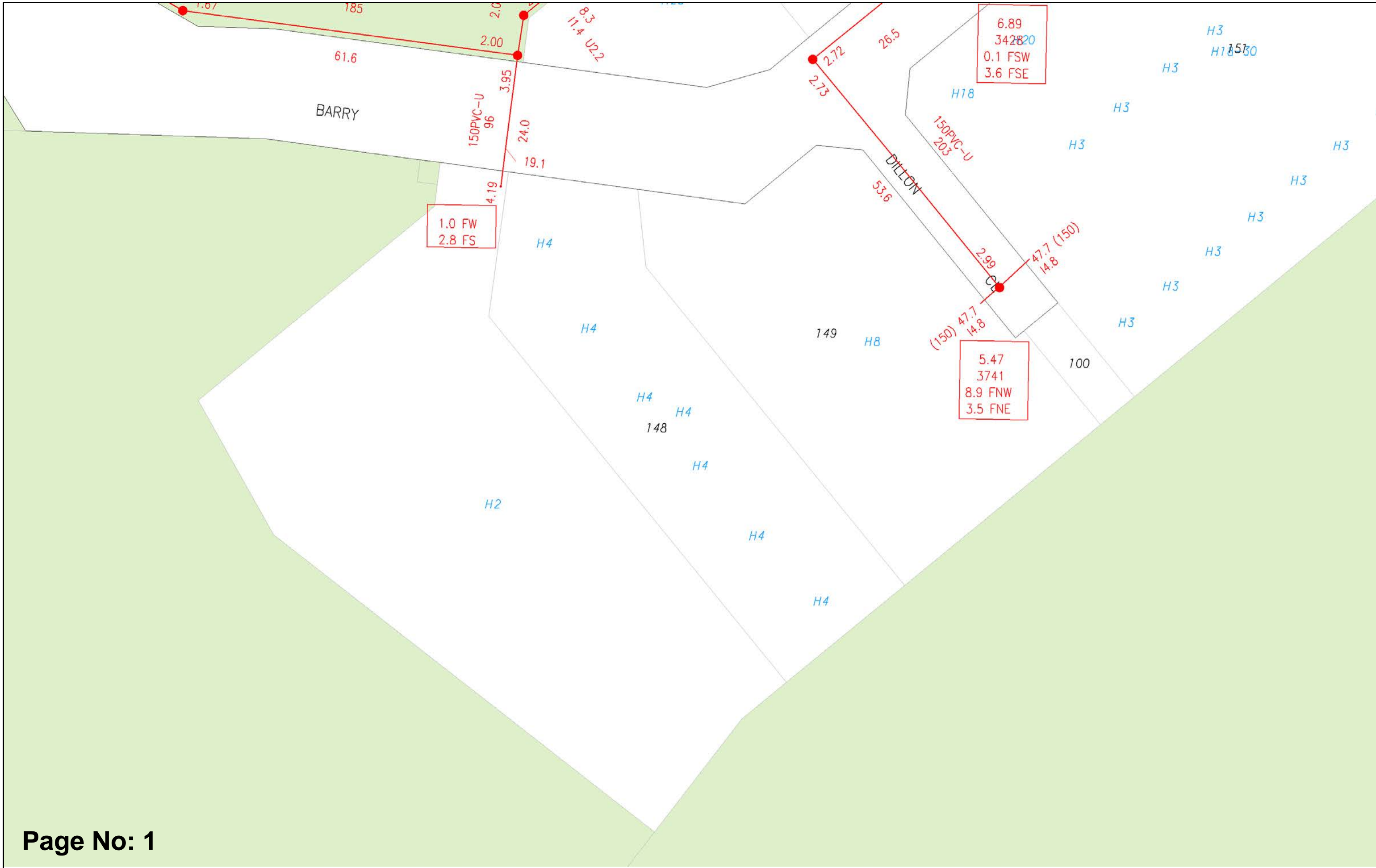
258 York Street
PO Box 5001
Albany WA 6332
(08) 9841 4022
admin@merrifield.com.au
www.merrifield.com.au

4 Barry Court

4 Barry Court, Collingwood Park WA 6330

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Annual Total
1	1	153.00	414.63	76.50	491.13
2	2	153.00	414.63	76.50	491.13
3	3	159.00	430.89	79.50	510.39
4	4	164.00	444.44	82.00	526.44
5	5	178.00	482.38	89.00	571.38
6	6	193.00	523.03	96.50	619.53
		1,000.00	\$2,710.00	\$500.00	\$3,210.00



Page No: 1



Scale: 1:750
 Job No.: 37970027
 Sequence No.: 246934798
 Print Date: 04 Nov 2024



Sewer

The Water Corporation has taken due care in the preparation of this map but accepts no responsibility for any inaccuracies or inappropriate use. This plan may be reproduced in its entirety for the purpose of site work planning but shall not otherwise be altered or published in any form without the permission of the Water Corporation. The Water Corporation may need to be advised of any planned ground disturbing activities near facilities on this map. Refer to Brochure - "Protecting Buried Pipelines". Please report any inaccuracies to Asset Registration Team by email to asset.registration@watercorporation.com.au.



Page No: 1



Scale: 1:750
 Job No.: 37970027
 Sequence No.: 246934798
 Print Date: 04 Nov 2024



Water

The Water Corporation has taken due care in the preparation of this map but accepts no responsibility for any inaccuracies or inappropriate use. This plan may be reproduced in its entirety for the purpose of site work planning but shall not otherwise be altered or published in any form without the permission of the Water Corporation. The Water Corporation may need to be advised of any planned ground disturbing activities near facilities on this map. Refer to Brochure - "Protecting Buried Pipelines". Please report any inaccuracies to Asset Registration Team by email to asset.registration@watercorporation.com.au.

Plan Legend (summary)

INFORMATION BROCHURE



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

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

	<p>WATER, SEWERAGE AND DRAINAGE PIPELINES</p> <p>CRITICAL PIPELINE (thick line) EXTRA CAUTION REQUIRED A risk assessment may be required if working near this pipe. Refer to your Dial Before You Dig information or call 131375.</p> <p>Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.</p> <p>P.M. pressure main M.S. main sewer R rising main (i.e. drainage pressure main)</p> <p>Common material abbreviations:</p> <p>AC asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged. CI cast iron GRP glass reinforced plastic P PVC - class follows pipe material (e.g.100P-12) RC reinforced concrete S steel VC vitrified clay</p>
	<p>NON-STANDARD ALIGNMENT</p> <p>Pipes are not always located on standard alignments due to local conditions. (i.e. Other than 2.1 m for reticulation mains and 4.5 m for distribution mains.)</p>
	<p>OTHER PIPE SYMBOLS</p> <p>Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.</p>
	<p>CONCRETE ENCASEMENT, SLEEVING AND TUNNELS</p> <p>May be in different forms: steel, poured concrete, box sections, slabs.</p>
	<p>CHANGE INDICATOR ARROW</p> <p>Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).</p>
	<p>PIPE OVERPASS</p> <p>The overpass symbol indicates the shallower of the two pipes.</p>
	<p>VALVES</p> <p>Many different valve types are in use. Valve may be in a pit or have a visible valve cover. There may be no surface indication.</p> <p>Valves may be shallower than the main or offset from it. e.g. A scour valve (SC) may have a pipe coming away from main pipeline on the opposite side to that indicated on the plan.</p>



100P-DOMS



100S FS

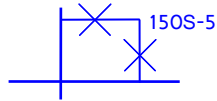
FIRE SERVICES

100 mm polythene domestic (DOMS) service

FS Fire service

FHS Fire hydrant service

Hydrant may be visible external to the building. Even if not visible a substantial fire service may still be present.



PIPE BYPASS

Bypass will not be on the same alignment as the main pipeline.



CATHODIC PROTECTION (CP)

Buried CP equipment may be located some distance from the pipeline being protected interconnected by buried cable. All CP fittings may not be visible.

A buried anode – various sizes and configurations

TP test point - may be visible on a post or in-ground

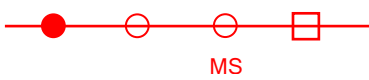
TR transformer rectifier



ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT

NOTE: Opening any manhole or pit is dangerous and is prohibited.

Below ground. May not be any visible signs at ground level or may be located in a pit.



WASTEWATER ACCESS CHAMBERS (MANHOLES)

-- Manhole (shown not labelled)

-- Tee or maintenance shaft (shown not labelled)

MS maintenance shaft (labelled)

WARNING: Opening any manhole or pit is dangerous and is prohibited.

26.24
V1234
7.0 ASE
2.0 FSW

4.01
0438
4.2 FE
1.0 FN

WASTEWATER MANHOLE INFORMATION BOXES

Square non-trafficable Do not drive vehicles over or place loads.

Round trafficable

In general if not located in the road treat as if non-trafficable.



HAZARDOUS MANHOLE

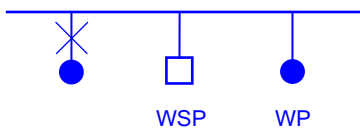
Indicates a potential health hazard from risk of exposure to toxic waste.

WARNING: Opening any manhole is dangerous and is prohibited.



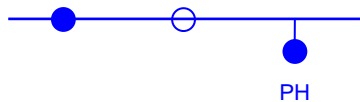
FLOWMETER

Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM)



STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP)

May be located adjacent to mains. Usually there will be some visible indication.



Hydrant

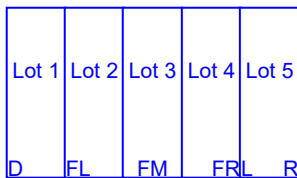
May not be visible.

Hydrant Tee

May not be visible.

Pillar hydrant

Visible



PRE-LAID SERVICES

D Deferred

FL Fully Pre-laid Left

FM Fully Pre-laid Front Middle

FR Fully Pre-laid Right

L Left

R Right

Code indicates on which side of a lot the water service is located:

May be no visible indication at site.

SOUTH PERTH PS1



SEWER OR DRAINAGE PUMP STATION

Several pipes and a pressurised main will be in the vicinity.

3.9 1:2.7



OPEN CHANNEL

OA Landscaped

OE Normal Open Earth

OF Open channel with flood levee

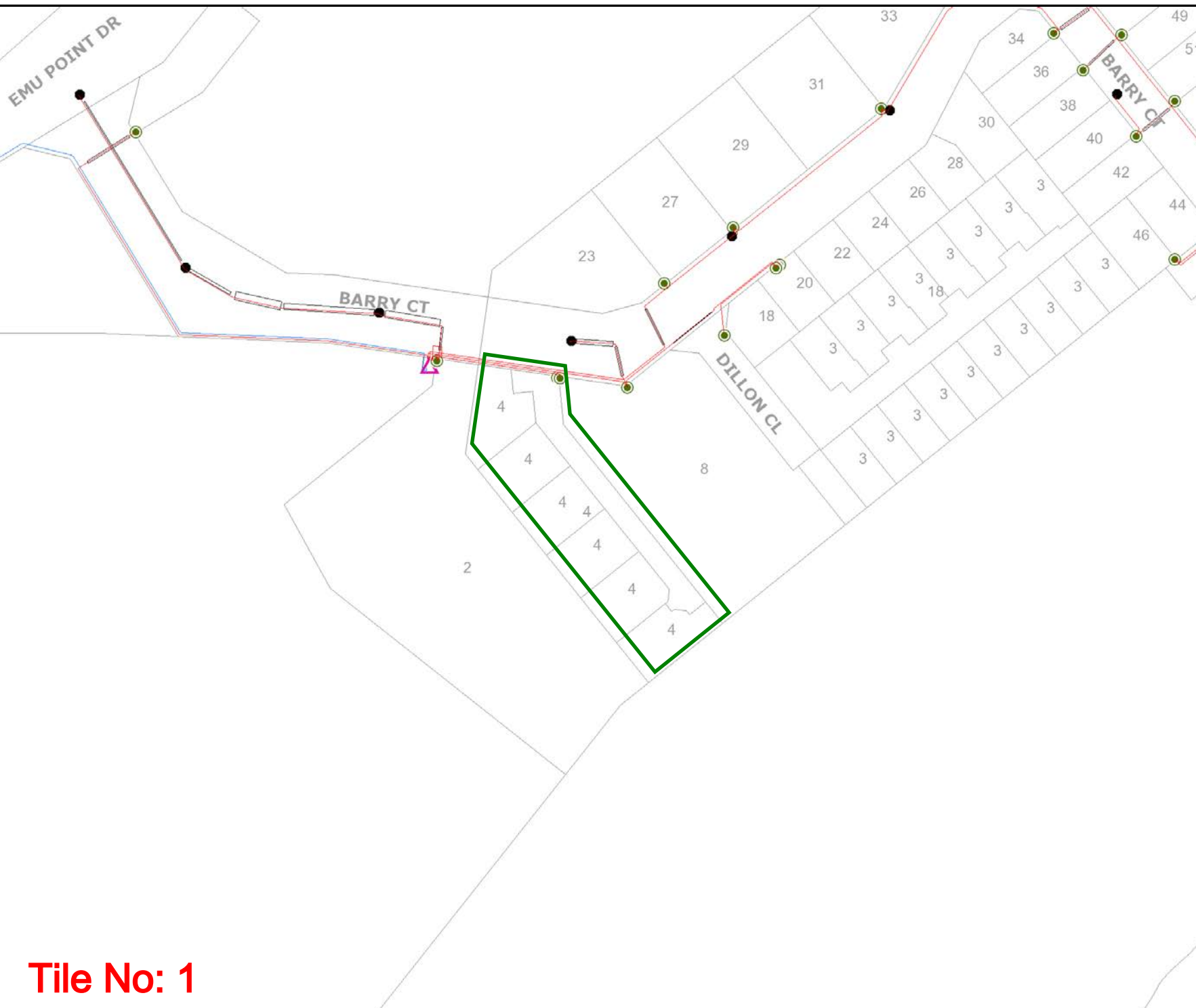
OH Half Pipe

OL Lined Channel

OS Swale-Shallow Depression

OW Natural Water Course

Drainage structures, even if dry, must be kept clear of any obstruction such as sand stockpiles.



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

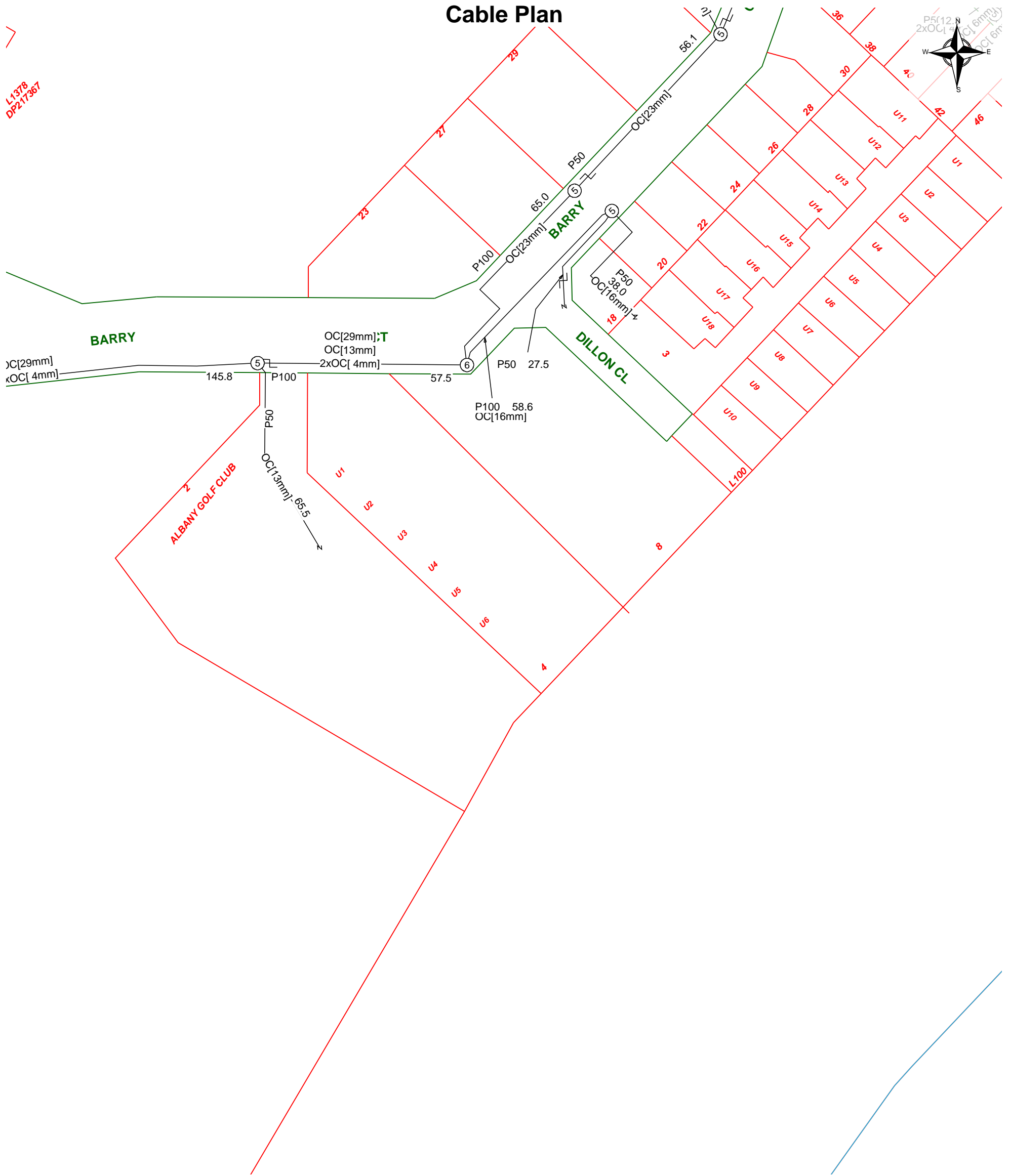
Information valid for 30 days from date of issue

A4 | Scale : 1:1500

WARNING! Look out for overhead power lines

Tile No: 1

Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 246760902

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 30/10/2024 15:10:05

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.

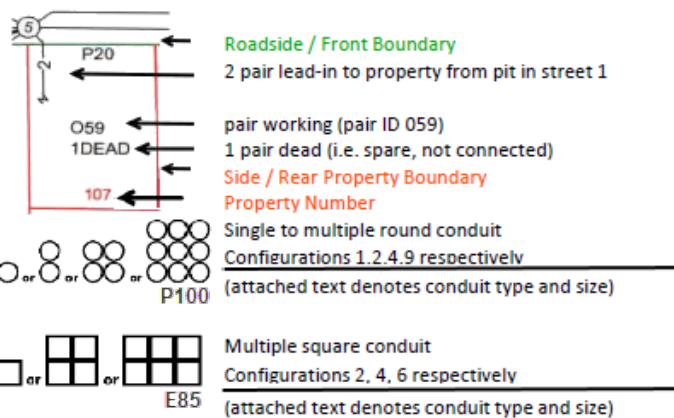
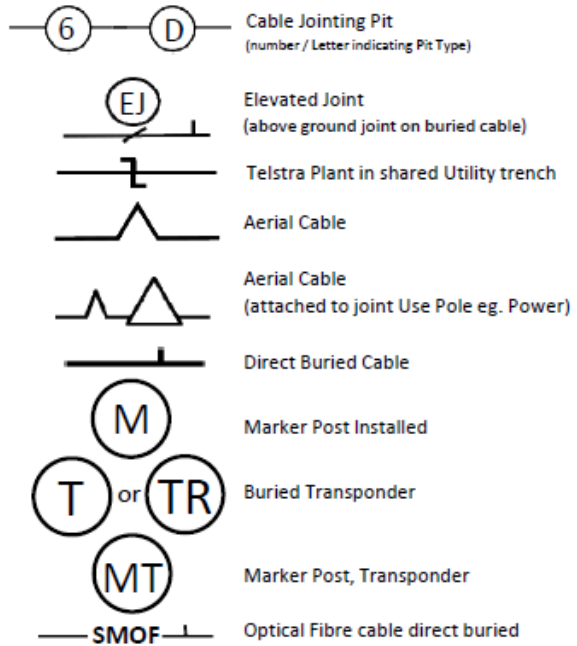
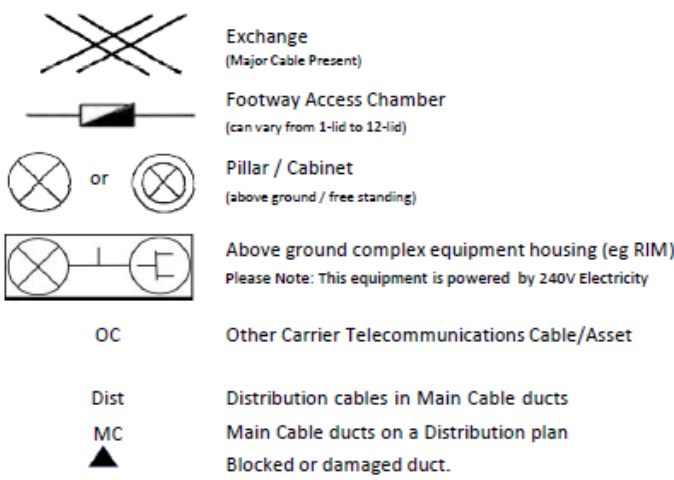
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

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.

LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galanised iron, E - Earthenware

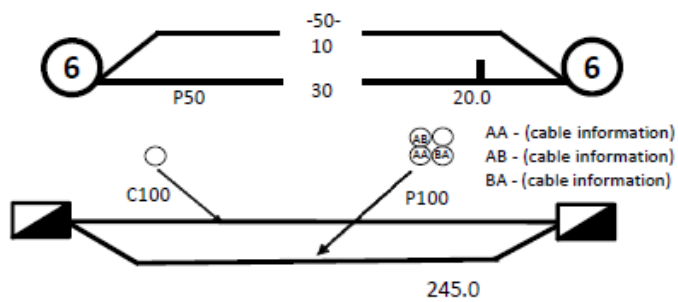
Conduit sizes *nominally* range from 20mm to 100mm

P50 50mm PVC conduit

P100 100mm PVC conduit

A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



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

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

Protect our Network:

by maintaining the following distances from our assets:

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

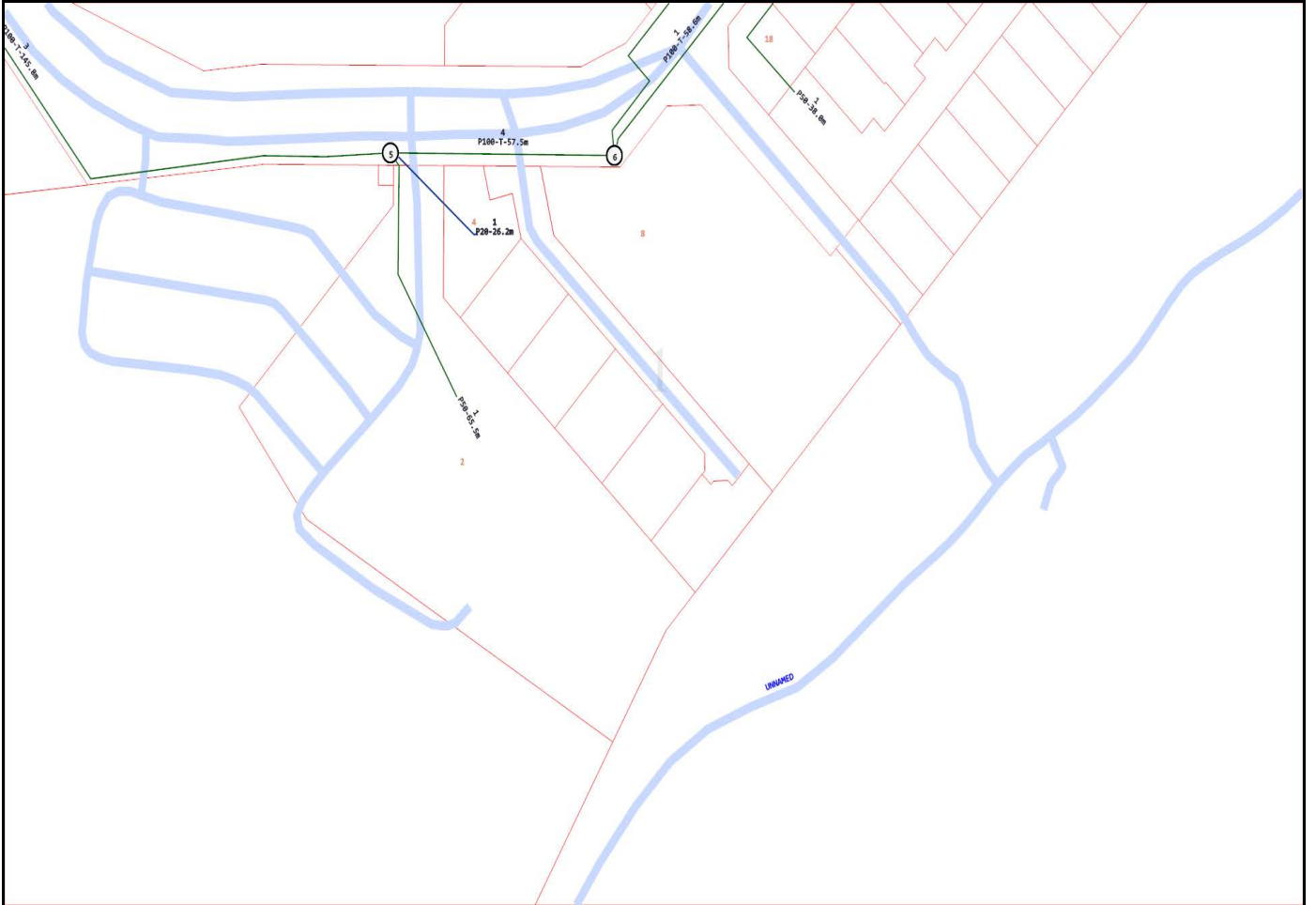
For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



LEGEND



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



Emergency Contacts

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

07/11/2024

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

To whom it may concern,

RE: RENTAL APPRAISAL – 5/4 BARRY COURT, COLLINGWOOD PARK

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 **\$950.00 - \$1,100.00 per week** in the current rental market.

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

Smoke Alarm guidelines:

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

Internal Blind cord requirements:

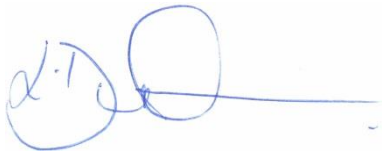
[Obligations of landlords - corded internal window coverings | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)

Minimum Security Requirements:

[Rental property security standards | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](https://www.commerce.wa.gov.au/rental-property-security-standards)

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

Yours faithfully,

A handwritten signature in blue ink, consisting of a stylized 'L' and 'D' followed by a horizontal line.

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.