

FOR SALE



Merrifield Real Estate **\$299,000**

10 / 256 COSY CORNER ROAD, KRONKUP



Merrifield Real Estate



Merrifield Real Estate



Merrifield Real Estate

ATTENTION ALL INVESTORS!

- Modern, practical holiday unit producing 6-7% net returns
- Favourite regional tourist spot, just 1.3km to Cosy Corner Beach
- Fully furnished, all appliances, crockery & cutlery included
- Communal tennis court, games room with table tennis and billiards table
- Management available to take care of bookings, cleaning, servicing
- Close to tourist attractions, midway between Albany & Denmark



 **2**  **2**  **1**  **345 m2**

Lee Stonell
0409 684 653

0898414022

lee@merrifield.com.au



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

10 / 256 COSY CORNER ROAD, KRONKUP

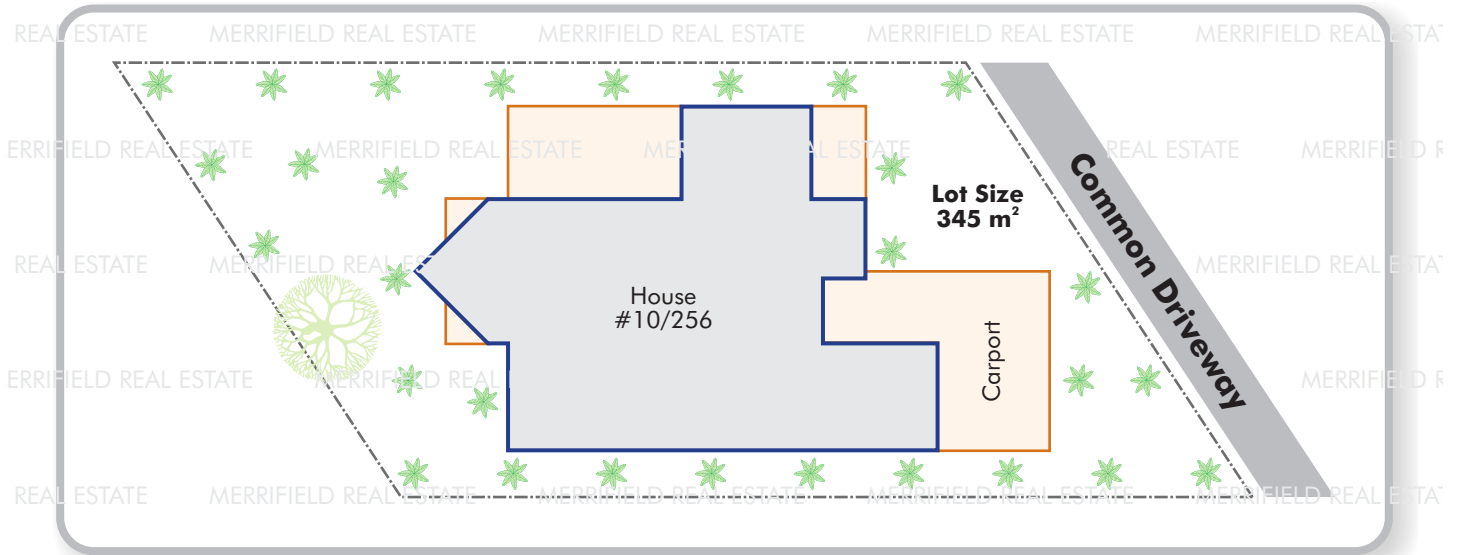


Specification

Asking Price	\$299,000	Land Size	345.00 m2
Bedrooms	2	Frontage	See Survey Strata Plan 37046
Bathrooms	2	Restrictive Covenants	See Certificate of Title
Toilets	2	Zoning	Special Use - SU7
Parking	1	School Zone	N/A
Sheds	Storage on Common Property	Sewer	Septic
HWS	Instant Gas	Water	Bore Water
Solar	N/A	Internet Connection	Available
Council Rates	\$1,376.19	Building Construction	Brick/Cladding & Colorbond
Water Rates	N/A	Insulation	Not Specified
Strata Levies	\$3,295.12	Built/Builder	2006



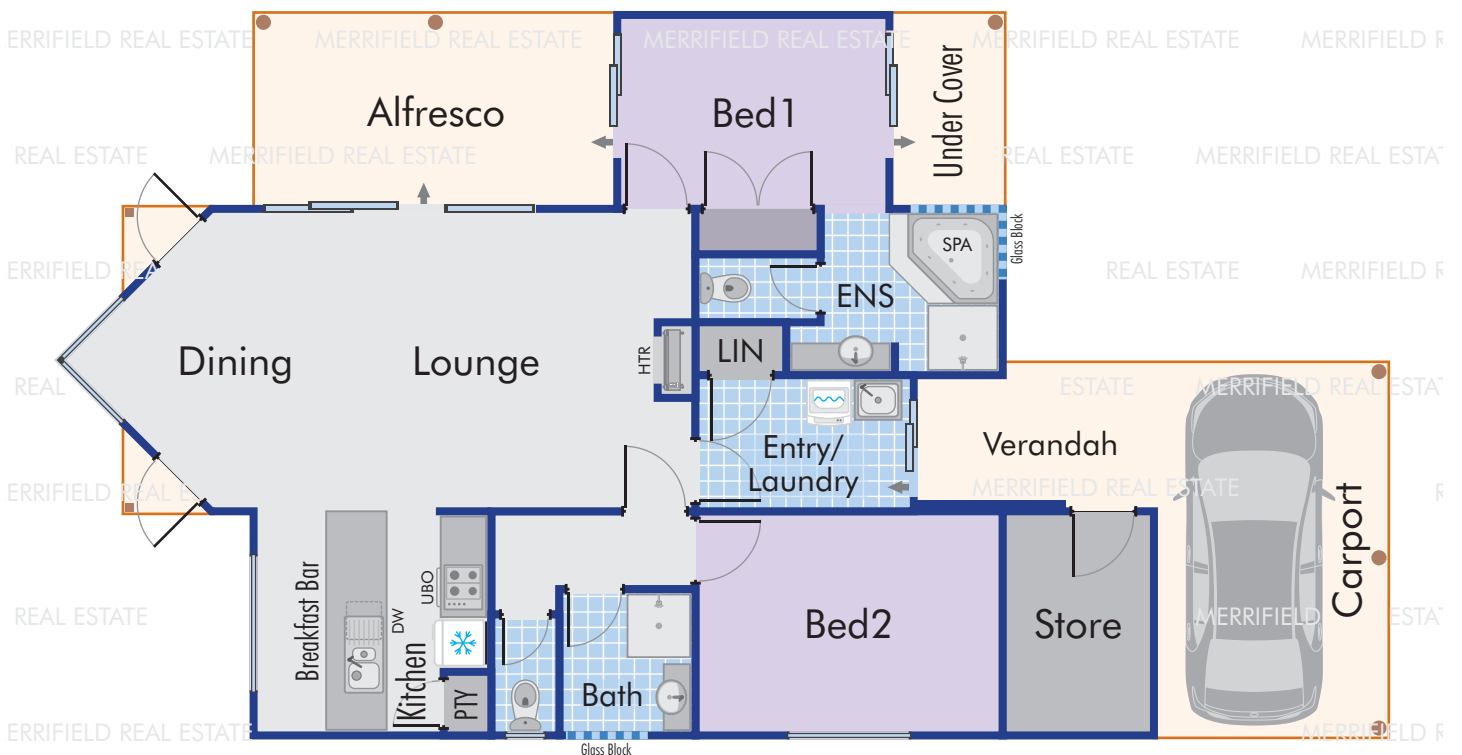
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Site Plan

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Floor Plan

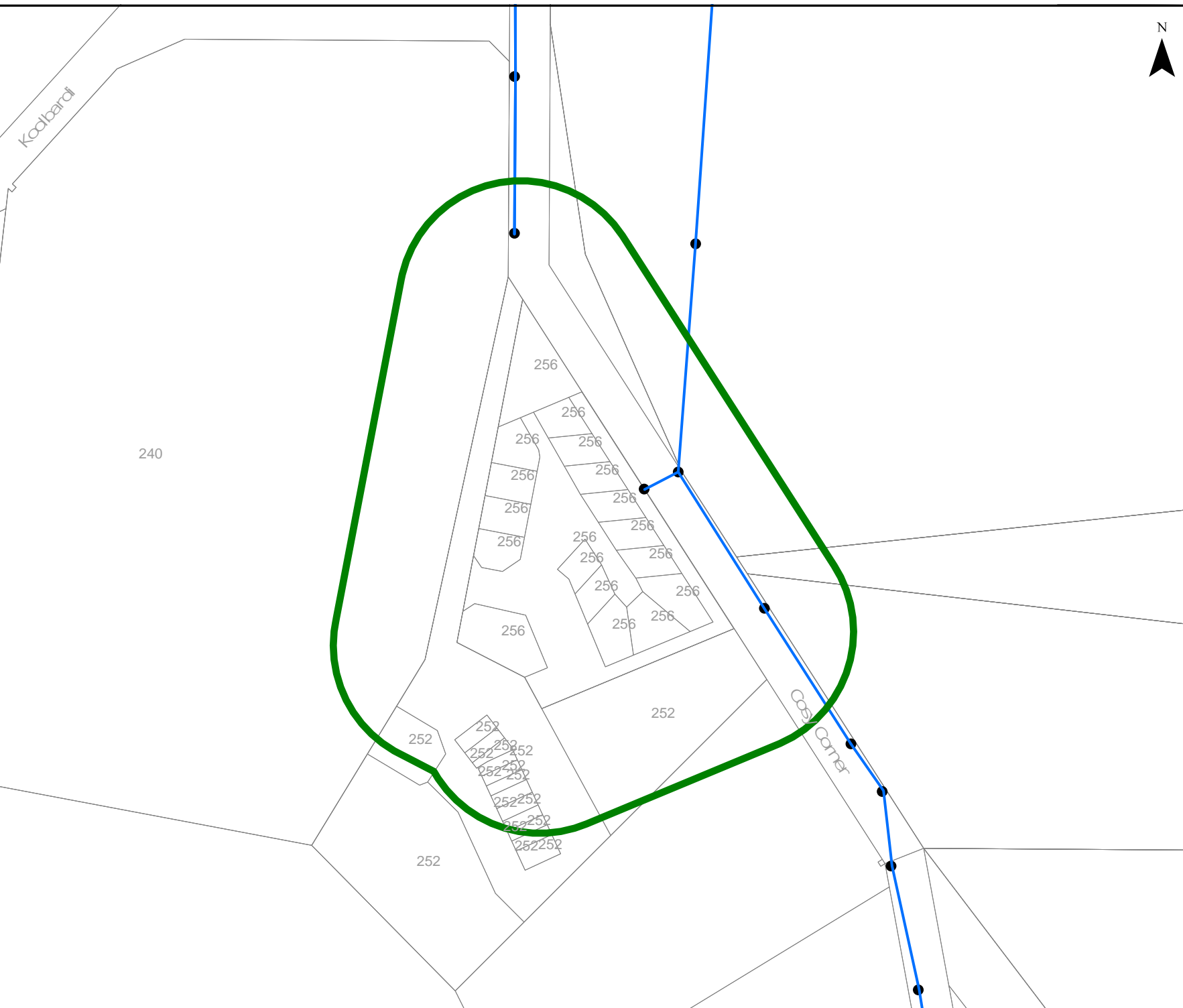
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This floor plan, description, dimensions and areas are provided as a guideline only and are approximate. Whilst care has been taken in the preparation of the information, buyers must inspect the property, make their own enquiries, take their own measurements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



Created: 10 January 2024 from Map Viewer Plus: <https://maps.landgate.wa.gov.au/maps-landgate/registered/>





OVERHEAD LEGEND

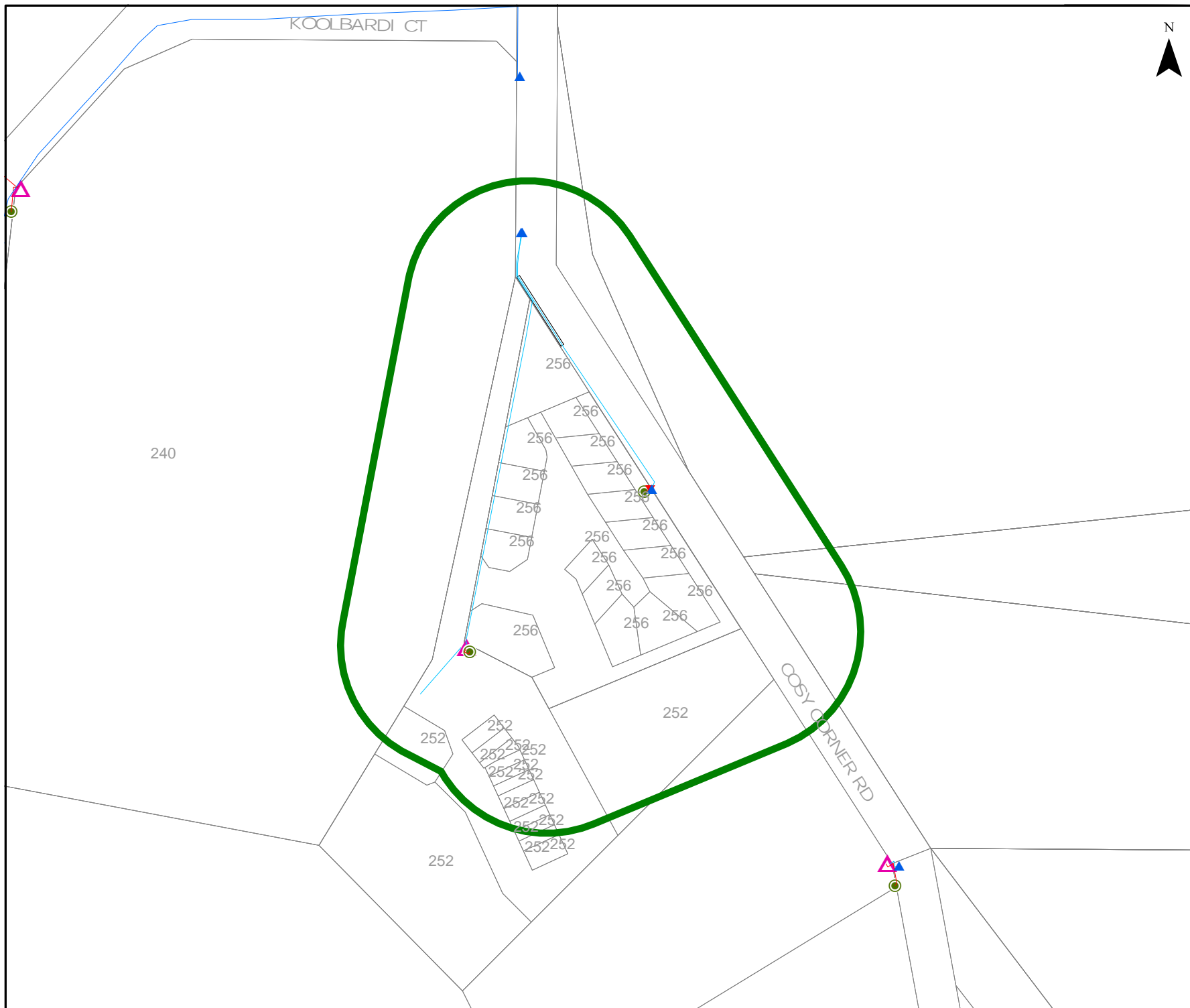
Structures	
● Power Pole	■ Transmission Poles
Transmission Overhead Powerline	
— Transmission (33kV - 330kV)	
Distribution Overhead Powerline	
— High Voltage (1kV - 33kV)	
— Low Voltage (< 1kV)	
Proposed Construction Assets	
■ Design Area *	— High Voltage Overhead Powerline
	— Low Voltage Overhead Powerline
● Power Pole	
Communications Assets	
— Overhead Pilot Cable	
Feature	
▭ Area of Interest	

*** Please refer to coversheet**
Privately owned cables NOT SHOWN (including house services)
 This map is **INDICATIVE ONLY**.
 Check that you have enough clearance from the **DANGER ZONES** near overhead powerlines.
 Telephone Support: 1300 769 345
 Mon to Fri - 08:00 to 16:30

Information valid for 30 days from date of issue

A4 | Scale : 1:2500

WARNING! Look out for overhead power lines



UNDERGROUND LEGEND

- Structures**
- Pillar
 - Metal Pole
 - ▲ Transformer Site
 - UG Crossing *
 - Ring Main Unit
 - LV Distribution Frame

- Distribution Cables**
- High Voltage Cable (1kV - 33kV)
 - Low Voltage Cable (< 1kV)
 - Street Light Circuit (< 1kV)
 - Street Light Pilot (< 1kV)
 - Earth Wire

- Cable Pole Terminations**
- ▲ HV Termination
 - ▼ LV Termination

- Proposed Construction Assets**
- Design Area *
 - High Voltage Underground Cable
 - Low Voltage Underground Cable
 - Metal Pole
 - Pillar
 - ▲ Transformer site
 - ▲ HV Termination
 - ▼ LV Termination

- State Underground Power Project**
- CURRENT Work Area *
 - COMPLETED Area *

- Feature**
- Area of Interest

* Please refer to coversheet

Privately owned cables NOT SHOWN (including house services)

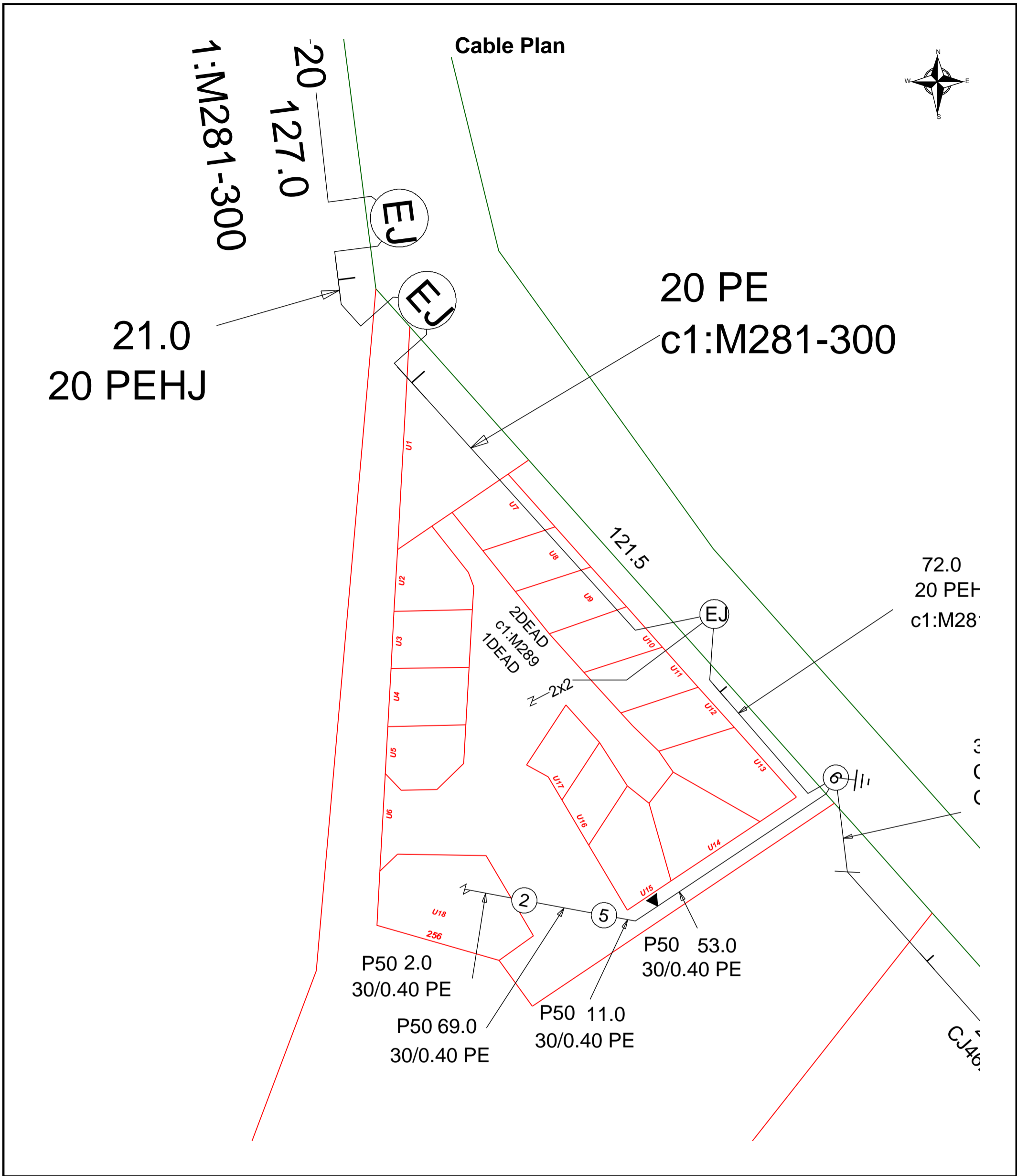
This map is INDICATIVE ONLY. Hand exposure via pothole method is MANDATORY.


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

Information valid for 30 days from date of issue

A4 | Scale : 1:2500

WARNING! Look out for overhead power lines



	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: 233940320
	TELSTRA LIMITED A.C.N. 086 174 781	Please read Duty of Care prior to any excavating
Generated On 10/01/2024 13:09:11		

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.



OPENING ELECTRONIC MAP ATTACHMENTS -

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



PDF Map Files (max size A3)

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



DWF Map Files (all sizes over A3)

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

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



Telstra BYDA map related enquiries

email - Telstra.Plans@team.telstra.com

1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

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

Ph: **13 22 03**

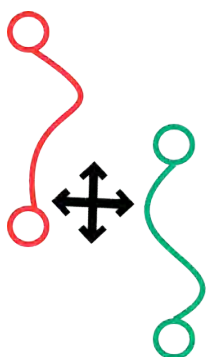
If you receive a message asking for a phone or account number say:

“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections

13 22 00



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

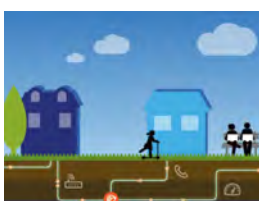
NetworkIntegrity@team.telstra.com

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

Certified Locating Organisation (CLO)

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

Please refer to attached Accredited Plant Locator.pdf



Telstra Smart Communities

Information for new developments (developers, builders, homeowners)

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

LEGEND



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

	<p>Exchange (Major Cable Present)</p>		<p>Cable Jointing Pit (number / Letter indicating Pit Type)</p>
	<p>Footway Access Chamber (can vary from 1-lid to 12-lid)</p>		<p>Elevated Joint (above ground joint on buried cable)</p>
	<p>Pillar / Cabinet (above ground / free standing)</p>		<p>Telstra Plant in shared Utility trench</p>
	<p>Above ground complex equipment housing (eg RIM) Please Note: This equipment is powered by 240V Electricity</p>		<p>Aerial Cable / Overhead (includes on wall)</p>
	<p>OC Other Carrier Telecommunications Cable/Asset</p>		<p>Aerial Cable (attached to joint Use Pole eg. Power)</p>
	<p>Dist MC Distribution cables in Main Cable ducts Main Cable ducts on a Distribution plan Blocked or damaged duct.</p>		<p>Direct Buried Cable</p>
	<p>Roadside / Front Boundary 2 pair lead-in to property from pit in street 1 O59 pair working (pair ID 059) 1 DEAD 1 pair dead (i.e. spare, not connected) Side / Rear Property Boundary Property Number</p>		<p>Marker Post Installed</p>
	<p>Single to multiple round conduit Configurations 1,2,4,9 respectively (attached text denotes conduit type and size)</p>		<p>Buried Transponder</p>
	<p>Multiple square conduit Configurations 2, 4, 6 respectively (attached text denotes conduit type and size)</p>		<p>Marker Post, Transponder</p>
			<p>SMOF Optical Fibre cable direct buried</p>

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)

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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2513 166

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 10 ON SURVEY-STRATA PLAN 37046
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JENNIFER MARIA JOHNSTON OF 4 CARLYLE CRESCENT DUNCRAIG WA 6023
(ND P791838) REGISTERED 20/11/2023

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

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

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: SP37046
PREVIOUS TITLE: 2179-551
PROPERTY STREET ADDRESS: UNIT 10 256 COSY CORNER RD, KRONKUP.
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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



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

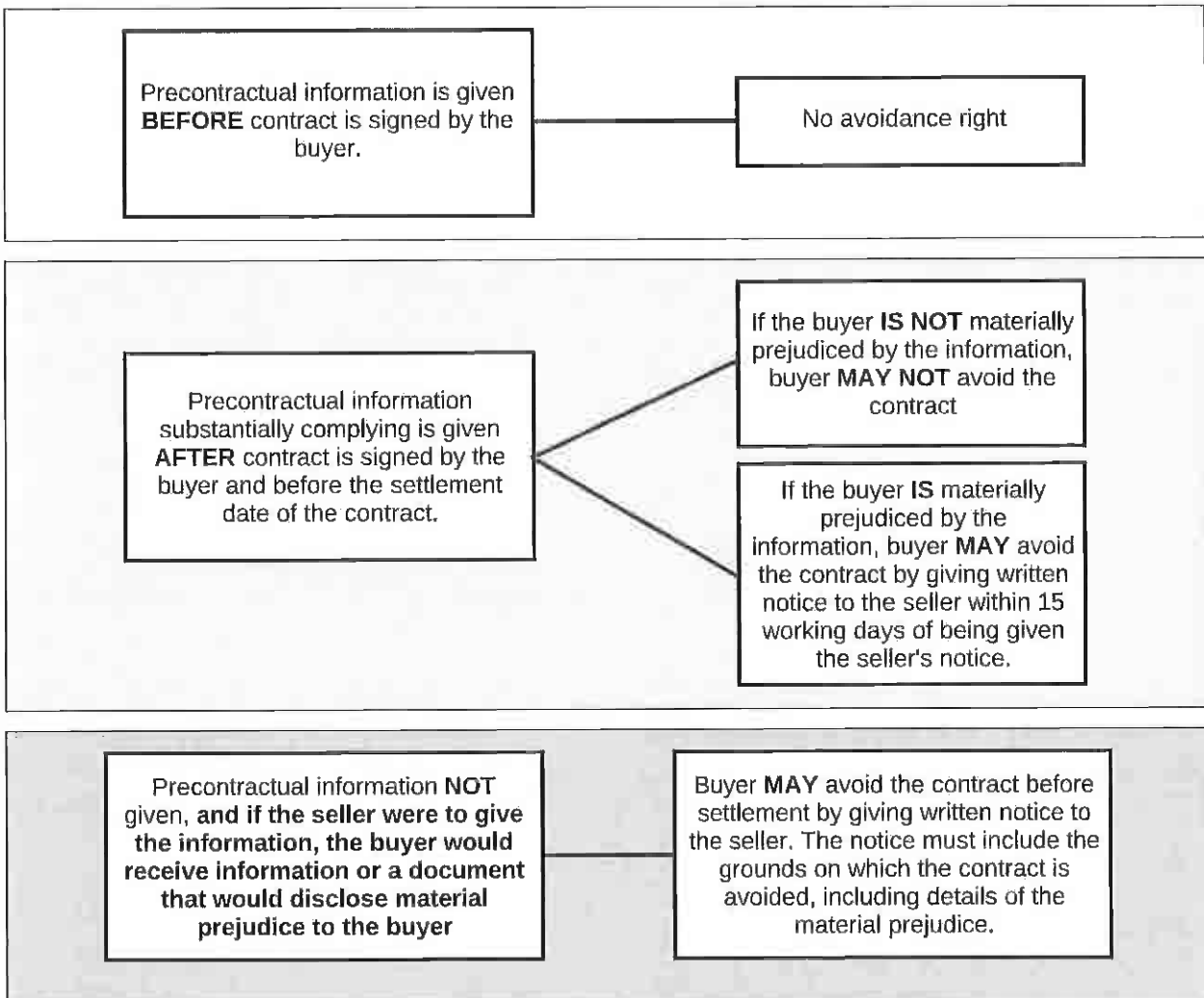
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

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





Avoidance rights for notifiable variations

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

Type 1 and Type 2 notifiable variations are as follows:

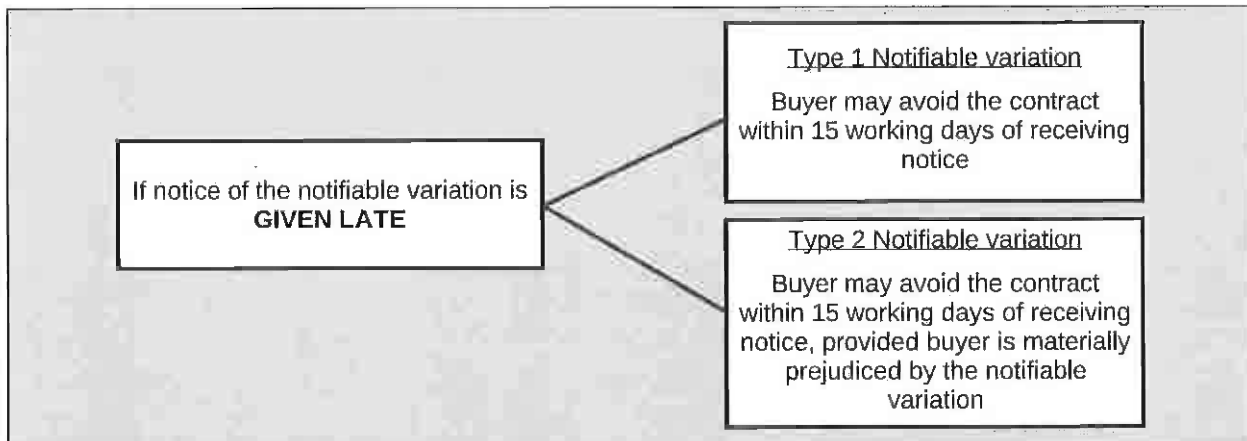
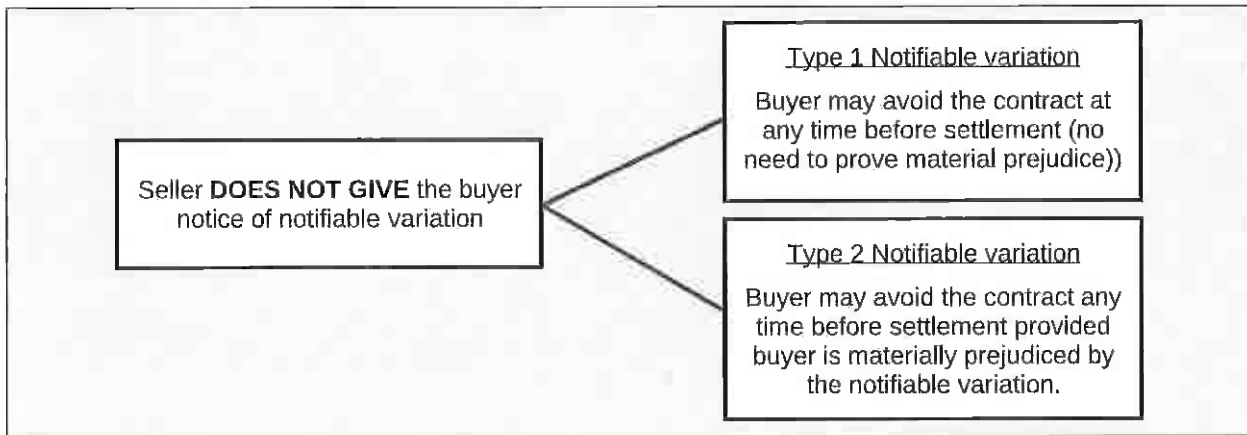
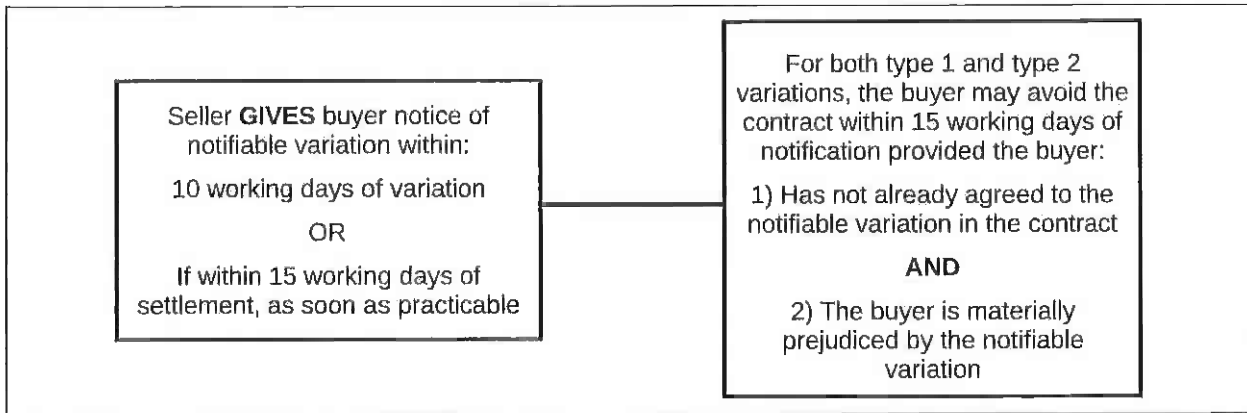
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable 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 Jennifer Maria Johnston

Address _____

Telephone/mobile 0408 905 503 Email jennyplusfive@hotmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Cosy Comer Village

Name of the strata company Owners of Survey Strata Plan 37046

Address for service of the strata company (taken from scheme notice) PO Box 1 Albany WA 6332

Name of Strata Manager Merrifield Real Estate

Address of Strata Manager 258 York Street, Albany WA 6330

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

Additional comments: _____



Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? no yes _____

If yes, attach a copy.

Lot information (choose all that apply)

Att.

This lot is on a registered scheme plan

This lot has not yet been created

This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

Unit 10 256 Cosy Corner Road, Kronkup WA 6330

Lot 10 on scheme plan no. 37046

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

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * no yes

If yes, describe the restriction _____

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

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property no yes

If yes, please give details _____

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

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

Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	\$3,022.24		_____
Reserve fund:	\$272.48		_____
Other levy (attach details)	_____		_____

4

Actual Estimated total contribution for the lot \$ 3,295.12

Payable annually bi-annually quarterly other: _____

Due dates \$823.78 on 01/07/2023 \$823.78 on 01/10/2023

\$823.78 on 01/01/2024 \$823.78 on 01/04/2024

Strata levy/contributions/other debts owing

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

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



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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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



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

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

Additional comments: _____


Acknowledgement by seller and buyer

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

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

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

I / 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 Jennifer Maria Johnston

Date 9/1/2024

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.

Survey Strata Plan 37046

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



FORM 3

STRATA/SURVEY-STRATA PLAN NO. 37046 *							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No.	Unit Entitlement	Vol.	Fol.	Lot No.	Unit Entitlement	Vol.	Fol.
1	935	2179	546	15	555	2513	171
2	545	2179	547	16	545	2513	172
3	545	2179	548	17	545	2513	173
4	545	2179	549	18	825	2513	174
5	545	2179	550	19	COMMON PROPERTY		
6	Now	SUBDIVIDED					
7	545	2513	163				
8	545	2513	164				
9	545	2513	165				
10	545	2513	166				
11	545	2513	167				
12	545	2513	168				
13	590	2513	169				
14	555	2513	170	Aggregate	10,000		

DESCRIPTION OF PARCEL AND BUILDING/PARCEL

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

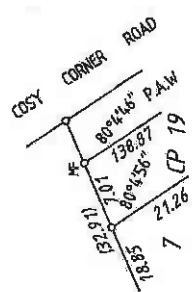
CERTIFICATE OF LICENSED VALUER
STRATA/SURVEY STRATA

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

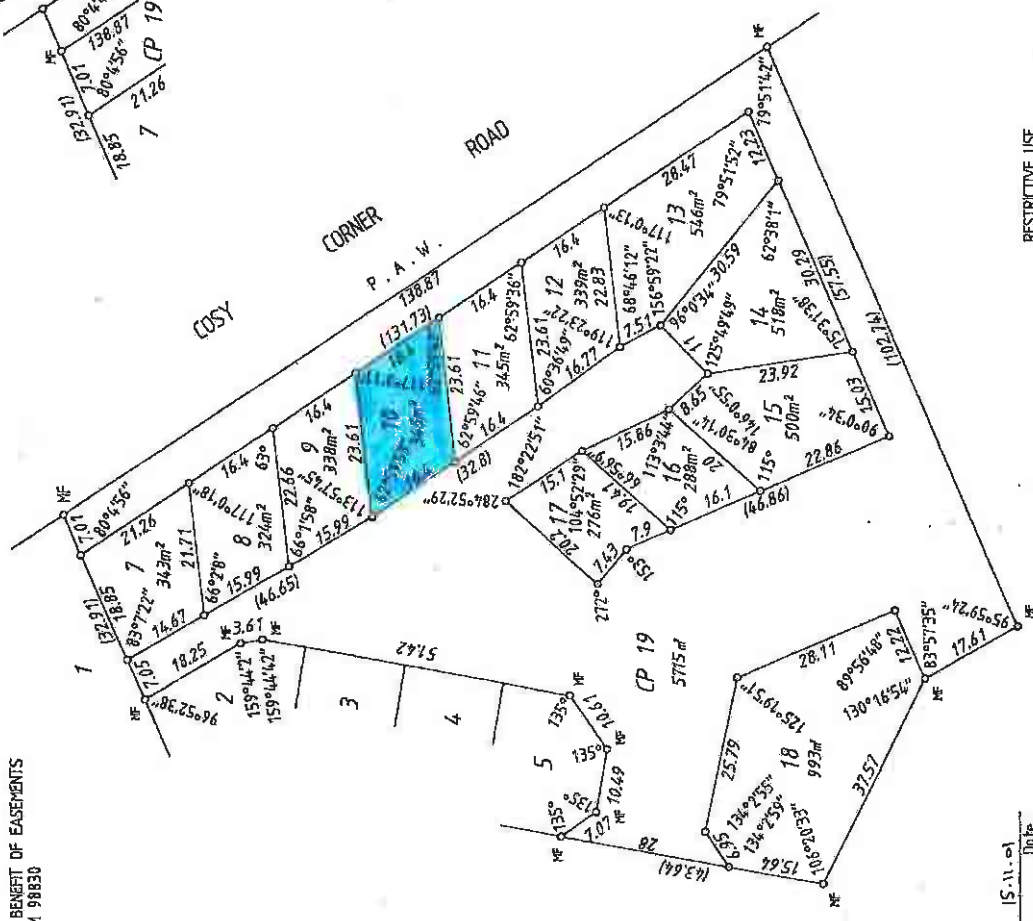
5 December 2001.
Date

C.P. King
Signed

STRATA PLAN **37046**

LIMITED TO DEPTH OF 60.96 METRES
TOGETHER WITH THE BENEFIT OF EASEMENTS
CREATED ON DIAGRAM 98830




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

OUR REF: 2311K

John Kinnear
Licence Surveyor 15.11.01 Date

JOHN KINNEAR & ASSOCIATES
Consulting Surveyors
61 DUNE STREET
ALBANY WA 6331
PHONE (08) 9842 1353 FAX (08) 9842 1570
ACN 109 155 653

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA / SURVEY - STRATA PLAN 37046	SHEET 1 OF 1 SHEETS	MANAGEMENT STATEMENT YES/NO YES/NO	Lodge# 12.12.2001 322947 Examined 10.1.2002 Registered 1.4.2002	REGISTRAR OF TITLES WESTERN AUSTRALIAN PLANNING COMMISSION FILE 94039	Certificate of Approval of W.A.P.L. under Section 258(2) of Strata Titles Act 1985 <i>John Kinnear</i> DATE 21/11/2001 FOR CHAIRMAN	PLAN OF RE-SUBDIVISION OF LOT 6 ON STRATA PLAN 37046	CERTIFICATE OF TITLE VOL. 2179 FOL. 551	LOCAL GOVERNMENT CITY OF ALBANY	INDEX PLAN TORBAY (25) NE & SE	FIELD BOOK NUMBER 80793 86159	SCALE 1 : 750	NAME OF SCHEME COSY CORNER VILLAGE	ADDRESS OF PARCEL COSY CORNER ROAD TORBAY WA 6330	
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FORM 6

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

SURVEY-STRATA PLAN No. 37046

DESCRIPTION OF PARCEL

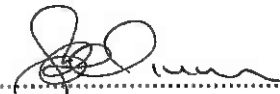
Lot 6 on Strata Plan 37046
Subdivided into 12 Lots and 1 Common Property Lot.

**LICENSED
CERTIFICATE OF SURVEYOR**

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

- (a) the plan is a correct and accurate representation of the survey carried out ~~by me personally~~/or under my own personal supervision and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and the relevant law in relation to which it is lodged; and
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Survey-Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of *Strata Titles General Regulations 1996*.~~

15.11.01
Date


Licensed Surveyor

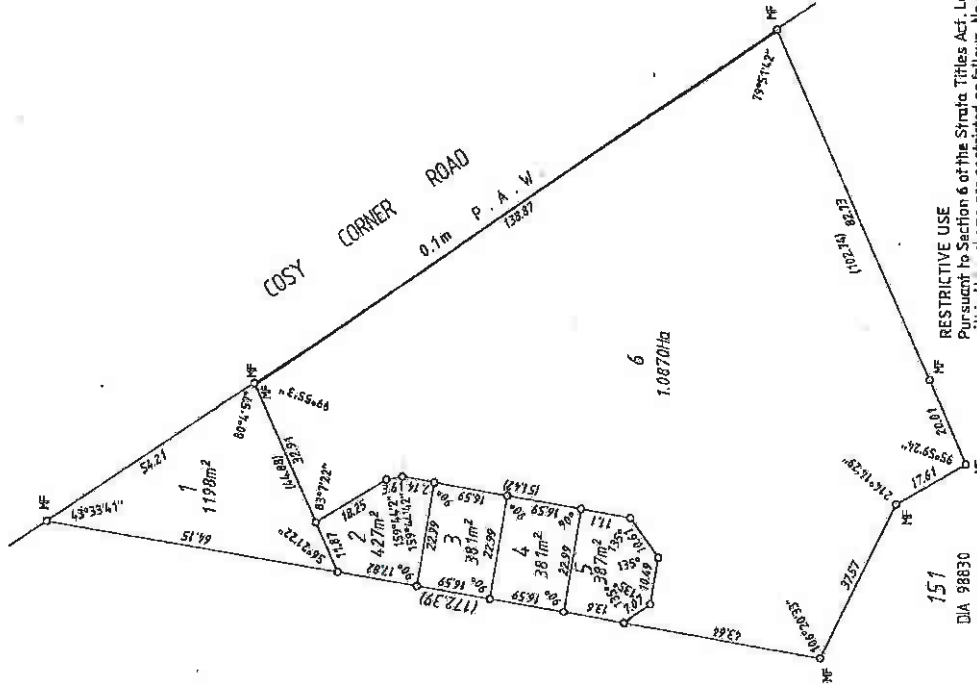
* Delete if inapplicable

FORM 1

STRATA PLAN 37046

LIMITED TO A DEPTH OF 60.96 METRES

TOGETHER WITH THE BENEFIT OF EASEMENTS
CREATED ON DIAGRAM 98830



RESTRICTIVE USE
Pursuant to Section 6 of the Strata Titles Act, Lots 2-6 incl. within this scheme are restricted as follows. No person shall occupy any one or more of such lots for more than a total of 3 months in any one 12 month period.

RESTRICTIVE USE

Pursuant to Section 6 of the Strata Titles Act Lots 2-6 incl. within this scheme are restricted in use to occupancy by the registered proprietor of the lots to a maximum of 3 calendar months out of every 12 months.

JOHN KINNIBAR & ASSOCIATES
Consulting Surveyors

141 LONG STREET
PO BOX 1428
ALBANY, WA 6331
PHONE (08) 9842 1553 FAX (08) 9842 1570
ACN 009 195 653

OUR REF 7310

100 7156.CSA

LOT No.	UNIT ENTITLEMENT	OFFICE USE ONLY	
		CURRENT	EXPIRES
1	1520	2179	5446
2	952	2179	547
3	952	2179	548
4	952	2179	549
5	952	2179	550
6	4572	2179	551
AGGREGATE	10000		

CERTIFICATE OF LICENSED VALUER
Clayton P. King
Valuer licensed under the Land Valuers Licensing Act 1978 certifies that the unit entitlement of each lot in this strata scheme is correct and in accordance with the provisions of the Strata Titles Act 1985. The aggregate unit entitlement of all lots delineated on this plan is proportion not greater than 5 per cent more or 5 per cent less than the proportion that the value less 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.

SIGNED *C.P. King* 20th Aug 1999 DATE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA SURVEY - STRATA PLAN 37046

SHEET 1 OF 1 SHEETS

MANAGEMENT STATEMENT YES NO

Lodged 2.11.99 232836
Examined 22.11.99 M.A.D.
Registered 5.1.2000 4346265

REGISTRAR OF TITLES
WESTERN AUSTRALIAN PLANNING COMMISSION
Certificate of Approval of W.A.P.C. under Section 25(1) of Strata Titles Act 1985 Ref 94-99
Eugene Jones 09/10/1999 DATE
FOR CHAIRMAN

PLAN OF
LOT 150 OF
TORBAY AA LOT 33
ON DIA 98830

CERT OF TITLE VOL 2179 FOL 544

LOCAL GOVERNMENT CITY OF ALBANY

INDEX PLAN TORBAY (25) NE & SE

FIELD BOOK NUMBER 80793

SCALE 1:1000

NAME OF SCHEME
COSTY CORNER VILLAGE

ADDRESS OF PARCEL
COSTY CORNER ROAD
TORBAY WA 6330

DOLA
Department of Land Administration

FORM 6

SURVEY-STRATA PLAN No. 37046

DESCRIPTION OF PARCEL

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

CERTIFICATE OF SURVEYOR

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

- (a) the plan is a correct and accurate representation of the survey carried out ~~*by me personally/or under my own personal supervision,~~ inspection and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and the relevant law in relation to which it is lodged; and
- *~~(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) No(s)..... on Survey Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of *Strata Titles General Regulations 1996*.~~

.....7/10/22.....
Date

.....M. Norman.....
Licensed Surveyor

* Delete if inapplicable

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

SCHEDULE 1. (SECTION 42 (2))

Duties of proprietor,
occupiers etc.

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

Power of proprietor
to decorate etc.

2. A proprietor may, without obtaining the consent of the strata company, paint, wallpaper, or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

Power of strata
company regarding
submeters.

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

Constitution of the
council.

4. (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.

schedules



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

Election of council.

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

schedules

- (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
- (a) announce the names of the candidates; and
- (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by-
- (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
- (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
- (c) signing the ballot-paper; and
- (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub by-law (9) of this by-law, candidates, being equal in number to the number of members of the council determined in accordance with by-law 4 (3) of this schedule, who receive the highest numbers of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub by-law (8) of this by-law and-
- (a) that number equals the number of votes recorded in favour of any other candidates; and
- (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.
- Chairman, secretary and treasurer of council. 6. (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person-
- (a) shall not be appointed to an office referred to in sub-bylaw (1) of this by-law unless he is a member of the council; and
- (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) of this by-law shall hold office until-
- (a) he ceases to be a member of the council;
- (b) receipt by the strata company of notice in writing of his resignation from that office; or
- (c) another person is appointed by the council to hold that office,
- whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

Chairman, secretary and treasurer of strata company

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

schedules

- | | | |
|---|-----|--|
| Meetings of council. | 8. | <p>(1) At meetings of the council, all matters shall be determined by a simple majority vote.</p> <p>(2) The council may-</p> <p>(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;</p> <p>(b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;</p> <p>(c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.</p> <p>(3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.</p> <p>(4) A proprietor or individual may be appointed under sub-by-law (3) of this by-law whether or not he is a member of the council.</p> <p>(5) If a person appointed under sub-by-law (3) of this by-law is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.</p> <p>(6) The council shall keep minutes of its proceedings.</p> |
| Powers and duties of secretary of strata company. | 9. | <p>The powers and duties of the secretary of a strata company include-</p> <p>(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;</p> <p>(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;</p> <p>(c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act;</p> <p>(d) the answering of communications addressed to the strata company;</p> <p>(e) the calling of nominations of candidates for election as members of the council; and</p> <p>(f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.</p> |
| Powers and duties of treasurer of strata company. | 10. | <p>The powers and duties of the treasurer of a strata company include-</p> <p>(a) the notifying of proprietors of any contributions levied pursuant to the Act;</p> <p>(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;</p> <p>(c) the preparation of any certificate applied for under section 43 of the Act; and</p> <p>(d) the keeping of the books of account referred to in section 35 (1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.</p> |
| General meetings of strata company. | 11 | <p>(1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.</p> <p>(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.</p> <p>(3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.</p> <p>(4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.</p> <p>(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and</p> |

schedules



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

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

Proceedings at
general meetings.

12. (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except where otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub-bylaws (3) and (4) of this by-law do not apply to a general meeting of the strata company referred to in section 50b.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

Restriction on motion
or nominating
candidate.

13. A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

Votes of proprietors.

14. (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.

schedules



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OF WESTERN AUSTRALIA (INC.)
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- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

Common seal.

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

SCHEDULE 2. (SECTION 42 (2))

Vehicles.

1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.

Obstruction of common property.

2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.

Damage to lawns, etc., on common property.

3. Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-
- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- (b) use any portion of the common property for his own purposes as a garden.

Behaviour of proprietors and occupiers.

4. A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.

Children playing upon common property in building.

5. A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Depositing rubbish, etc., on common property.

6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.

Drying of laundry items.

7. A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-
- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

Storage of inflammable liquids, etc.

8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Moving furniture etc., on or through common property.

9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.

Floor coverings.

10. A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.

schedules

- Garbage disposal.
11. A proprietor or occupier of a lot-
- (a) shall maintain within his lot, or on such part of the common property as may be authorized by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) comply with all local government authority by-laws and ordinances relating to the disposal of garbage;
 - (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

Additional duties of proprietors, occupiers, etc.

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

Notice of alteration to lot

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

Appearance of lot

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

INSTRUCTIONS

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

NOTES

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

H 268288 SM 5th JAN, 2000 SRQ
 02 Nov, 1999 13:48:49 Midland AT 10:08 OK
 REG. \$ 66.00



LODGED BY

ADDRESS

LANDGATE
 Land Information
 P.O. BOX
 MT HENRI
 WA 6005

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. M250Y

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

[Handwritten signature]

[Handwritten initials]

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

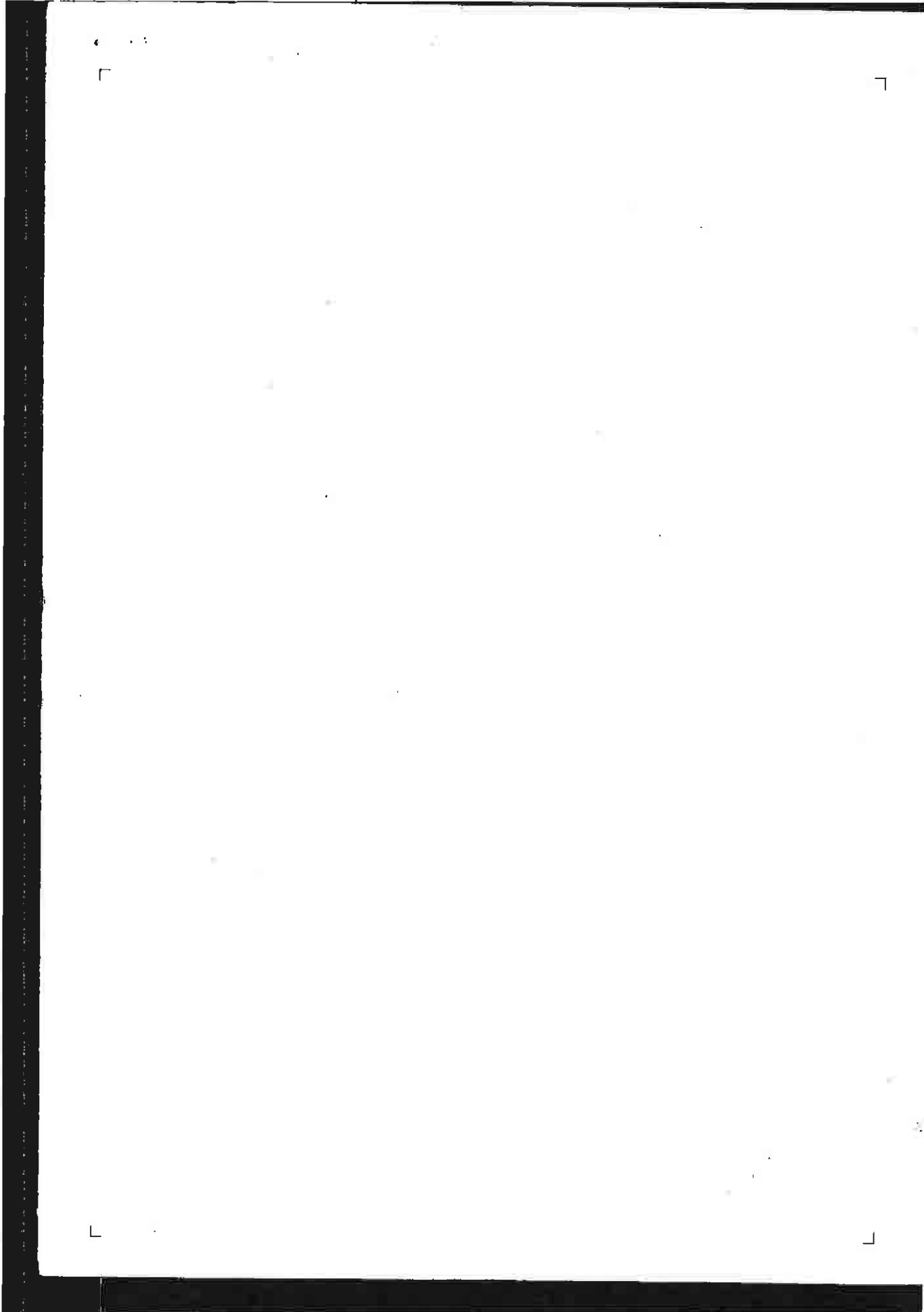
- | | |
|----------|------------------------------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk <i>[Signature]</i> |

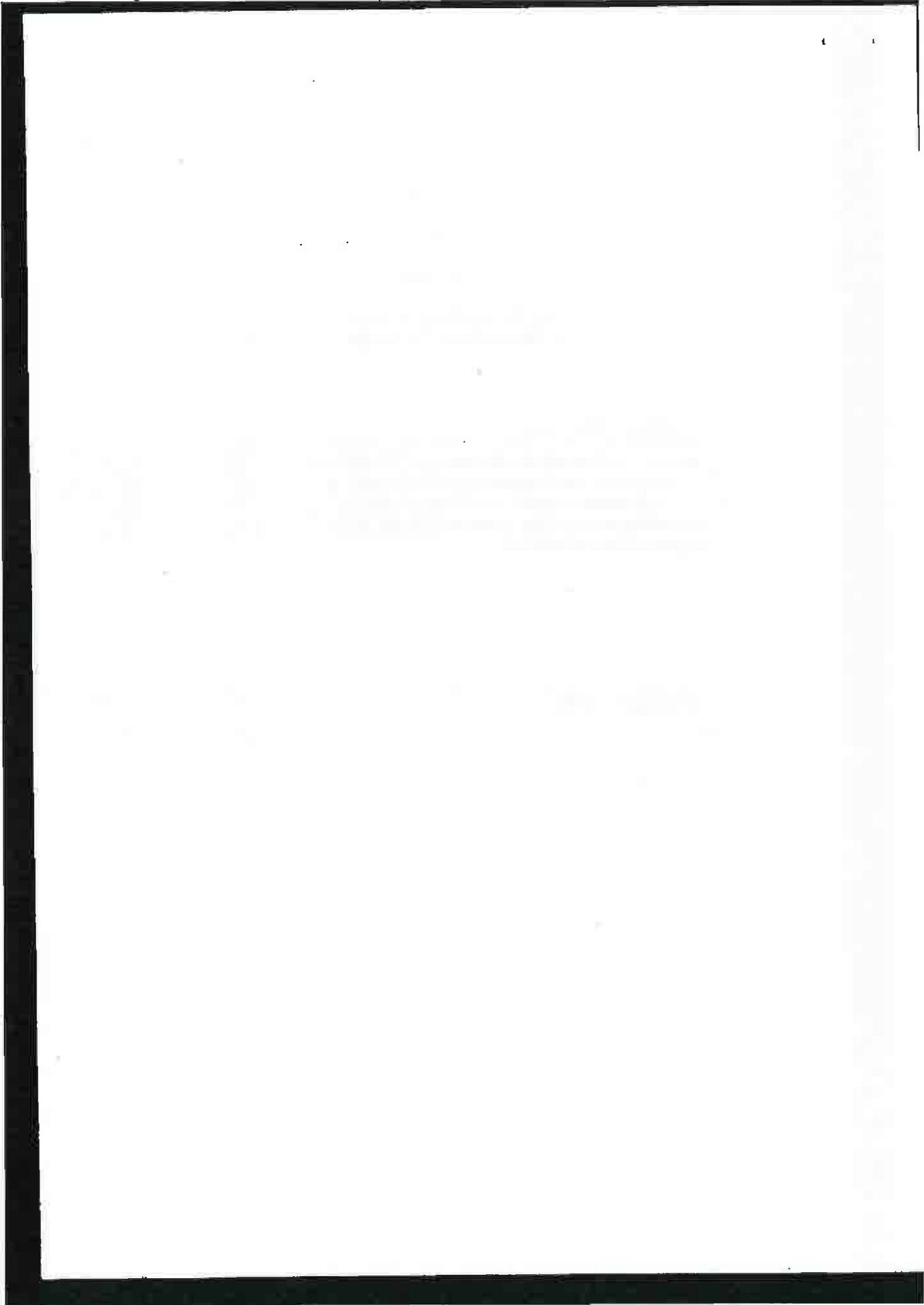
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



EXAMINED *As to Form*
WKO 18/11







ANNEXURE 'B'

FORM 27

Strata Titles Act 1985

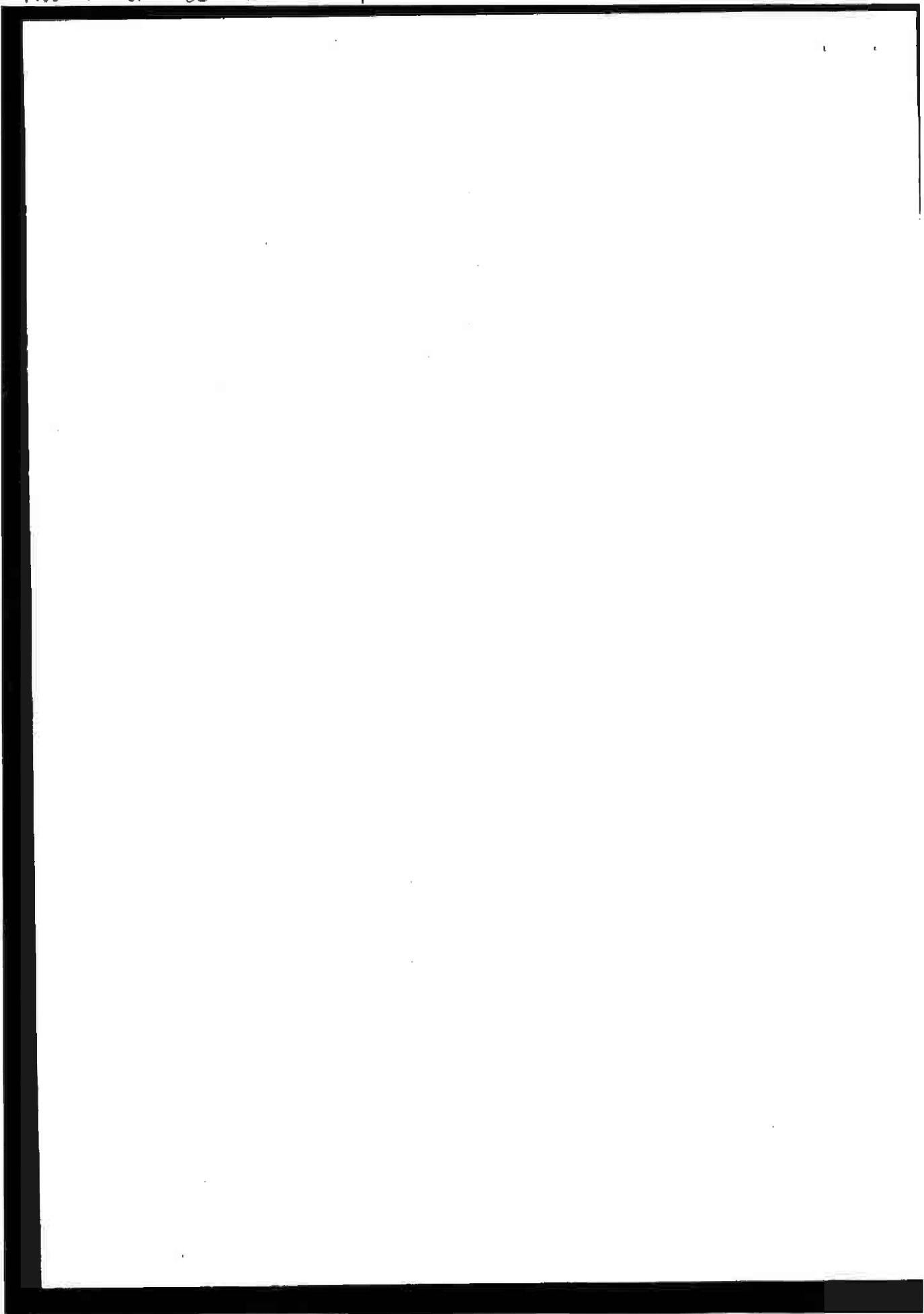
Regulation 37 (1) (a)

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

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

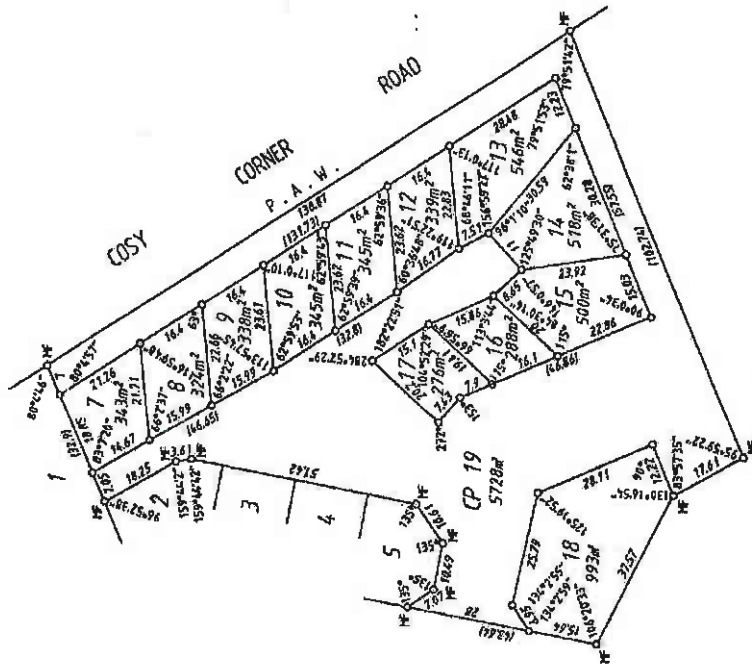
7 October 1999
Date

C. P. King
Licensed Valuer



ANNEXURE 'A'

PROPOSED SURVEY-STRATA
PLAN OF RE-SUBDIVISION



STAGE II

151
DIA 98E30

STRATA/SURVEY STRATA PLAN

OUR REF 2307K

JOHN KINNEAR & ASSOCIATES
Consulting Surveyors

51 DUNE STREET
ALBANY WA 6171
PHONE (08) 9462 3553 FAX (08) 9462 1510
ALBANY WA 6171
PHONE (08) 9462 3553 FAX (08) 9462 1510

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

LOT No.	SCHEDULE OF UNIT ENTITLEMENT	OFFICE USE ONLY	
		CURRENT	NEW
1	935		
2	545		
3	545		
4	545		
5	545		
6	NOW		SUBDIVISION
7	545		
8	545		
9	545		
10	545		
11	545		
12	545		
13	590		
14	565		
15	565		
16	545		
17	545		
18	825		
19	COPPER		PROPERTY
AGGREGATE	10000		

CERTIFICATE OF LICENSED VALUER

Valuer Licensed under the Land Valuers Licensing Act 1978 certify that the unit entitlement of each lot in this certificate, including any common property lots, as stated in the schedule bears in relation to the lot area of the lot, as determined in accordance with the plan a proportion not greater than one cent or 5 per cent less than the proportion that the lot area bears to the total lot area of the Strata Titles Act 1985 of that lot bears to the aggregate value of all the lots delineated on the plan.

SIGNED _____ DATE _____


STRATA / SURVEY -
STRATA PLAN
SHEET 1 OF 1 SHEETS
MANAGEMENT STATEMENT YES/NO
Lodged _____
Examined _____
Registered _____
REGISTRAR OF TITLES
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 94-99
Certificate of Approval of W.A.P.C. under Section 25(1) of 25B(2) of Strata Titles Act 1985
FOR CHURCHAN _____ DATE _____
PLAN OF
RE-SUBDIVISION OF
LOT 6 ON
STRATA PLAN
CERTIFICATE OF TITLE VOL. FOL.
LOCAL GOVERNMENT CITY OF ALBANY
INDEX PLAN TORBAY (25) NE & SE
FIELD BOOK NUMBER
SCALE 1 : 1000
NAME OF SCHEME COSY CORNER VILLAGE
ADDRESS OF PARCEL COSY CORNER ROAD TORBAY WA 6330
DOLA
Department of Land Administration



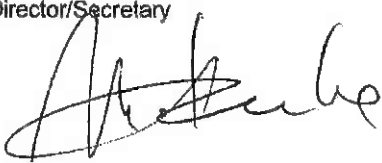
DATED THIS thirteenth DAY OF October 1999

SIGNATURE OF APPLICANT

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


Director 




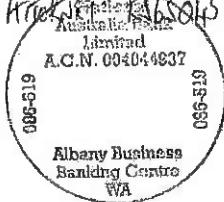
Director/Secretary 

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

ENCUMBRANCE Document & No Mortgage Registered Mortgage No 1101435 TO NATIONAL AUSTRALIA BANK LTD.

SIGNATURE in the presence of United Bank of Australia 

Witness 
Name Sandie Smith



Address C1250 York St. Albany
Occupation Bank Officer

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

15. RESTRICTIONS OF ENTRY ONTO THE PARCEL

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

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

16. NOISE LIMITATIONS

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

17. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

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

18. SPA POOL RULES

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

19. SIGNAGE ERECTION AND INSTALLATION

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

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

27. HOUSE RULES

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

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

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

SCHEDULE BY-LAWS

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

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

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

14. APPEARANCE OF A LOT

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

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

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

22. COMMON PROPERTY LIGHTING AND WATER CHARGES

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

23. MAINTENANCE OF LAWNS AND GARDENS WITHIN THE LOTS

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

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

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

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

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

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

26. STRATA COMPANY INSURANCE

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

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

18. STAGED DEVELOPMENT - PROPOSED RE-SUBDIVISION

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

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

Warning

The proposed re-subdivision in by-law 18 is not binding on the Western Australian Planning Commission, Local Government, or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving, the proposed re-subdivision.

19. STRATA COMPANY MANAGEMENT

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

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

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

FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

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(Note 1)

FORM 25

Strata Titles Act 1985

Section 5C (1)

SURVEY-STRATA PLAN No. 37046

MANAGEMENT STATEMENT

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

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

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

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

16. THEME OF DEVELOPMENT

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

17. DEVELOPMENT OF THE SURVEY-STRATA LOTS

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

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

ADDRESS OF THE STRATA SCHEME:

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

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 37046 was held on 21/08/2023 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 10:01 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Christina Rooney John Harvey/Chairperson
2	2	Apology	Bradley & Corrina Pitt
3	3	Yes	Justin Von Perger & Phillippa Clarke Justin Von Perger
4	4	Yes	Celine Murphy
7	7	Apology	Christina Rooney John Harvey/Chairperson
8	8	Apology	Jennifer Metcalfe Chairperson
9	9	Yes	Charles Waddell Via Teams
11	11	Apology	Patrick & Kaye Rooney John Harvey
13	13	Apology	Yan Major Chairperson
14	14	Apology	Christina Rooney & Angela Rooney John Harvey
15	15	Apology	Darren Hinchliffe John Harvey/Chairperson
16	16	Yes	Ashley Bonker & Elisabeth Bonker Via Teams
18	18	Yes	John Harvey & Hasanah John Harvey

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: J Harvey. Seconded: J Von Perger.

2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 29/08/2022 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: J Harvey. Seconded: J Harvey as proxy for C Rooney.

3 Consideration of Statement of Accounts

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

Moved: J Harvey. Seconded: J Von Perger.

4 Constitution of the Council

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

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

Angela Rooney, Christina Rooney, Ashley Bonker.

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

Moved: J Harvey. Seconded: J Von Perger.

Office Bearer's appointed:

Chairperson: Ashley Bonker

Secretary: Angela Rooney

Treasurer: Christina Rooney

SPECIAL BUSINESS

5 Insurance

Resolved that:

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

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

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

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

Moved: J Harvey. Seconded: J Von Perger.

The motion that the owners discuss and approve a 12 month insurance policy was **not moved** as the renewal was not available at the time of the meeting. It was agreed to seek a separate quote to increase the common property excess to \$1,000 and all quotes/renewal options will be sent to the Council of Owners for approval. The renewal for individual units will be sent to all owners for their information and review. If owners wish to increase their individual building sum insured, please contact Merrifield Real Estate.

A discussion took place as to whether the current property sum insured of \$139,593 is adequate. The valuation completed in 2020 stated the replacement value of the common property as \$210,000 and all owners present agreed to increase the property sum insured to \$300,000. Merrifield Real Estate will arrange these changes.

6 Gutter Cleaning

Merrifield Real Estate advise that gutter cleaning is not the responsibility of the Strata Company; however, all owners hereby agree that the Strata Company are to organise and pay for gutter cleaning.

Resolved that Merrifield Real Estate are instructed to organise gutter cleaning, twice a year (if necessary), by their preferred contractor at a price no higher than \$1,450.00, with the gutter cleaning to the cottages to be invoiced to the lot owners. It was agreed to have the gutter cleaning completed in October and February/March each year.

Moved: J Harvey. Seconded: A Bonker.

J Harvey explained that they are currently getting their gutters cleaned (on Lot 18) 3 times a year (at their expense). If you wish to get your gutters cleaned more than twice a year, please contact MRE who may be able to line the timing up with Lot 18 (at a lot owner expense).

7 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 \$5,950.00 per annum.

Moved: J Harvey. Seconded: A Bonker.

J Harvey noted that the Strata Management Agreement allows for the Strata Managers to charge for extra costs, but in the last 12-24 months no extra costs have been charged by Merrifield Real Estate.

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

A discussion took place regarding the following items:

- a. Water Tank replacement - John Harvey provided an update on the installation and discussed the requirements for the vacant lots to connect to the water when building on their lot. The sand pad for the water tank is due to go down September 5th, with install of the water tank booked for October 9th (if not earlier). Building Approval from the City of Albany has been obtained. The water tank will need to have screening plants installed as part of the approval. The filter housing has been completed and all expenses are on track to be within the budget. J Harvey and Neha have been helping out as much as possible - thank you. They have been investigating plumbing locations and are confident it will all run smoothly. There may need to be a day blocked out, accommodation wise, to have all connections sorted and J Harvey will keep MRE and Banksia Gardens updated. It was agreed that when owners build on the vacant blocks, they will be charged a \$1,000 connection fee by the strata company.
- b. Gardens to common property and within lot boundaries, and meeting the APZ standards. John Harvey provided an update on the APZ works carried out. The gardens have changed dramatically due to the need to comply with the APZ standards. Agapanthus were a replacement recommendation due to them being fire retardant plants. Some plants were also removed due to the roots invading the septic pipes. Once a new caretaker is appointed (when lot 18 sells), they will have access to all of the paperwork regarding the APZ, plant height etc.
- c. Games room requiring painting and upgrade of furniture. John Harvey provided owners with details on the use of the common facilities. J Harvey advised that he doesn't charge for their time spent on the games room, which is around 3-5 hours per week. It was noted that the games room and furniture is looking a little worse for wear but it was agreed not to spend a lot of money on it at this time. There have been no bad reviews received about the state of the games room. J Von Perger (lot 3) will provide MRE a quote to repair the hole in the games room wall, and to repaint the games room (internally). The quotes will be presented to the Council of Owners for approval.
- d. Driveway maintenance and tree pruning. It was noted that the trees are fine from an APZ point of view and an arborist has said the roots under the driveway are no longer growing. An option of installing a "long speed hump" over the roots/driveway problem areas may be an option in due course. Gerrit (lot 5) has been given approval from Strata Plan 55030 to remove the trees in front of lots 4 and 5, at Gerrit's expense. J Harvey and MRE will keep all owners updated on when this may happen (unsure at this stage).

The current caretaker (John Harvey & Neha) provided an updated report, most of which has been John and Neha are selling their unit which includes the caretakers role. They have enjoyed their role and pledge to find the perfect replacement caretaker so that they can leave feeling proud. Once the unit has sold, John and Neha will have a handover period to ensure the new caretaker is up to date, and a caretaker diary and a lot of paperwork to be given to the new caretaker. John and Neha thanked all owners for their cooperation.

A discussion took place regarding the caretakers agreement and for the hourly rate to be increased with the appropriate amendments to be made to the Proposed budget. It was noted that the caretakers rate has not increased in at least 5 years and all owners present agreed to increase the caretakers rate to \$25,000 per annum. The increase will occur when a new caretaker is appointed, not for the current caretaker.

A discussion took place regarding overdue strata levies, utility invoices and any special levies issued and the importance of paying accounts within the due date. MRE reminded all owners that 11% interest will be charged on overdue levies as per the Strata Titles Act. It is greatly appreciated if payments are made on time.

9 Budget

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

Moved: A Bonker. Seconded: J Von Perger.

10 Levy of Contributions

Resolved that:

- (a) contributions to the Administrative Fund are estimated and determined at \$52,920.00; and
- (b) contributions to the Capital Works Fund are estimated and determined at \$5,000.00 ; and

(c) both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/07/2023 and subsequent instalments being due on the first days of 1/10/2023, 1/01/2024 and 1/04/2024.

Moved: J Harvey. Seconded: J Von Perger.

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

11 Next AGM

Resolved that the AGM next year be held on Monday, 26th August 2024 commencing at 10.00am.

Moved: J Von Perger. Seconded: C Murphy.

12 Matters without notice for discussion and referral to the Council

All owners present and MRE thanked John and Neha for everything they do, and appreciated how the owners all work together.

Unit 3 would like to make some external changes and provided plans/ideas at the meeting. All owners present agreed to these works, provided it is all "within keeping". J Harvey has a record of the strata's colour scheme and will provide this to the owner.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:17 AM.



Approved Budget to apply from 01/07/2023

258 York Street
PO Box 5001
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Cosy Corner Village

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

General

Administrative Fund

	Approved budget	Actual 01/07/2022-30/06/2023	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	640.17	0.00
Levies Due--Admin	39,920.00	34,469.80	34,470.00
Miscellaneous Income--Admin	0.00	913.35	0.00
Recovery--Neighbour	0.00	1,600.00	0.00
Status Certificate Fees	0.00	840.00	0.00
<i>Total revenue</i>	39,920.00	38,463.32	34,470.00
Less expenses			
Admin--Management Fees--Standard	5,950.00	5,100.00	5,100.00
Admin--Postage & Petties	170.00	170.00	170.00
Admin--Status Certificate Fees Paid	0.00	840.00	0.00
Insurance--Premiums	3,000.00	1,845.71	1,500.00
Maint Bldg--General Repairs	2,000.00	2,428.96	3,000.00
Maint Bldg--Gutter Cleaning	200.00	(40.00)	200.00
Maint Bldg--Plumbing & Drainage	1,000.00	1,089.75	3,000.00
Maint Bldg--Pumps	0.00	2,512.35	0.00
Maint Bldg--Pumps--Water	2,500.00	2,372.88	1,500.00
Maint Bldg--Signs & Notice Boards	100.00	100.00	0.00
Maint Grounds--Caretaker/Gardener	25,000.00	22,778.28	20,000.00
Utility--Electricity	0.00	3,861.80	0.00
Utility--Gas	0.00	1,291.94	0.00
<i>Total expenses</i>	39,920.00	44,351.67	34,470.00
Surplus/Deficit	0.00	(5,888.35)	0.00
Opening balance	6,289.99	12,178.34	12,178.34
Closing balance	\$6,289.99	\$6,289.99	\$12,178.34
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$3.99		\$3.45

Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay
WA 6330**General****Capital Works Fund**

	Approved budget	Actual 01/07/2022-30/06/2023	Previous budget
Revenue			
Interest on Arrears--Capital Works	0.00	55.04	0.00
Levies Due--Capital Works	5,000.00	4,999.80	5,000.00
Miscellaneous Income--Capital Works	0.00	33,600.00	0.00
<i>Total revenue</i>	5,000.00	38,654.84	5,000.00
Less expenses			
Maint Bldg--Water Tank Project	26,600.00	6,889.23	0.00
<i>Total expenses</i>	26,600.00	6,889.23	0.00
Surplus/Deficit	(21,600.00)	31,765.61	5,000.00
Opening balance	42,112.20	10,346.59	10,346.59
Closing balance	\$20,512.20	\$42,112.20	\$15,346.59
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$0.50		\$0.50

Cosy Corner Village

Cosy Corner Village, 256 Cosy Corner Road, Torbay
WA 6330**Cottages - Rubbish Removal****Administrative Fund**

	Approved budget	Actual 01/07/2022-30/06/2023	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	49.06	0.00
Levies Due--Admin	13,000.00	13,000.16	13,000.00
<i>Total revenue</i>	13,000.00	13,049.22	13,000.00
Less expenses			
Utility--Rubbish Removal	13,000.00	12,093.58	13,000.00
<i>Total expenses</i>	13,000.00	12,093.58	13,000.00
Surplus/Deficit	0.00	955.64	0.00
Opening balance	955.64	0.00	0.00
Closing balance	\$955.64	\$955.64	\$0.00
Total units of entitlement	8365		8365
Levy contribution per unit entitlement	\$1.55		\$1.55



Approved Levy Schedule to apply from 01/07/2023

256 York Street
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Cosy Corner Village

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WA 6330

Cottages - Rubbish Removal

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	935.00	363.27	0.00	363.27	1,453.08
2	2	545.00	211.75	0.00	211.75	847.00
3	3	545.00	211.75	0.00	211.75	847.00
4	4	545.00	211.75	0.00	211.75	847.00
9	9	545.00	211.75	0.00	211.75	847.00
10	10	545.00	211.75	0.00	211.75	847.00
11	11	545.00	211.75	0.00	211.75	847.00
12	12	545.00	211.75	0.00	211.75	847.00
13	13	590.00	229.23	0.00	229.23	916.92
14	14	555.00	215.63	0.00	215.63	862.52
15	15	555.00	215.63	0.00	215.63	862.52
16	16	545.00	211.75	0.00	211.75	847.00
17	17	545.00	211.75	0.00	211.75	847.00
18	18	825.00	320.53	0.00	320.53	1,282.12
		8,365.00	\$3,250.04	\$0.00	\$3,250.04	\$13,000.16



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Cosy Corner Village

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WA 6330

General

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	935.00	933.13	116.88	1,050.01	4,200.04
2	2	545.00	543.91	68.12	612.03	2,448.12
3	3	545.00	543.91	68.12	612.03	2,448.12
4	4	545.00	543.91	68.12	612.03	2,448.12
5	5	545.00	543.91	68.12	612.03	2,448.12
7	7	545.00	543.91	68.12	612.03	2,448.12
8	8	545.00	543.91	68.12	612.03	2,448.12
9	9	545.00	543.91	68.12	612.03	2,448.12
10	10	545.00	543.91	68.12	612.03	2,448.12
11	11	545.00	543.91	68.12	612.03	2,448.12
12	12	545.00	543.91	68.12	612.03	2,448.12
13	13	590.00	588.82	73.75	662.57	2,650.28
14	14	555.00	553.89	69.38	623.27	2,493.08
15	15	555.00	553.89	69.38	623.27	2,493.08
16	16	545.00	543.91	68.12	612.03	2,448.12
17	17	545.00	543.91	68.12	612.03	2,448.12
18	18	825.00	823.35	103.12	926.47	3,705.88
		10,000.00	\$9,980.00	\$1,249.95	\$11,229.95	\$44,919.80