

FOR SALE



Offers Above \$459,000

5 / 20 ADELAIDE CRESCENT, MIDDLETON BEACH



FRENCH LOAFING NEAR THE BEACH

- Quality holiday unit in superior, leafy, French-style complex
- In middle of tourist precinct - beach, cafés, bars, park, lake, walks
- Brick and Colorbond, two-storey, beautifully maintained
- Aircon lounge/dining, neat kitchen, two king-sized bedrooms
- Excellent short-term letting record; owners' use up to three months a year



 **2**  **1**  **1**  **104 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

5 / 20 ADELAIDE CRESCENT, MIDDLETON BEACH



Specification

| | | | |
|---------------|------------------------|-----------------------|----------------------------|
| Asking Price | Offers Above \$459,000 | Land Size | 104.00 m2 |
| Bedrooms | 2 | Frontage | See Strata Plan 45553 |
| Bathrooms | 1 | Restrictive Covenants | See Certificate of Title |
| Toilets | 1 | Zoning | R60/80 Tourist Residential |
| Parking | 1 | School Zone | Albany P.S. & A.S.H.S. |
| Sheds | Storage in Carport | Sewer | Connected |
| HWS | Instant Gas | Water | Connected |
| Solar | N/A | Internet Connection | Available |
| Council Rates | \$1,331.00 | Building Construction | Brick Veneer & Colorbond |
| Water Rates | \$1,392.68 | Insulation | Unspecified |
| Strata Levies | \$2,732.86 | Built/Builder | 2000 |



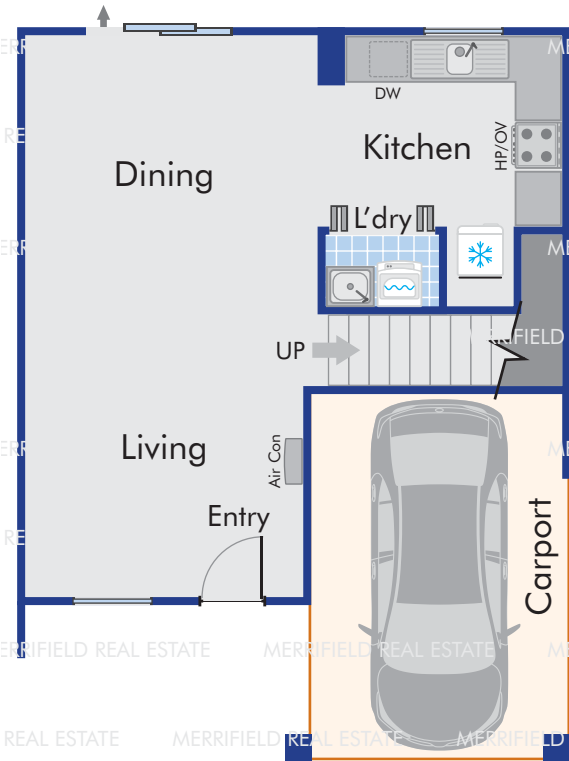
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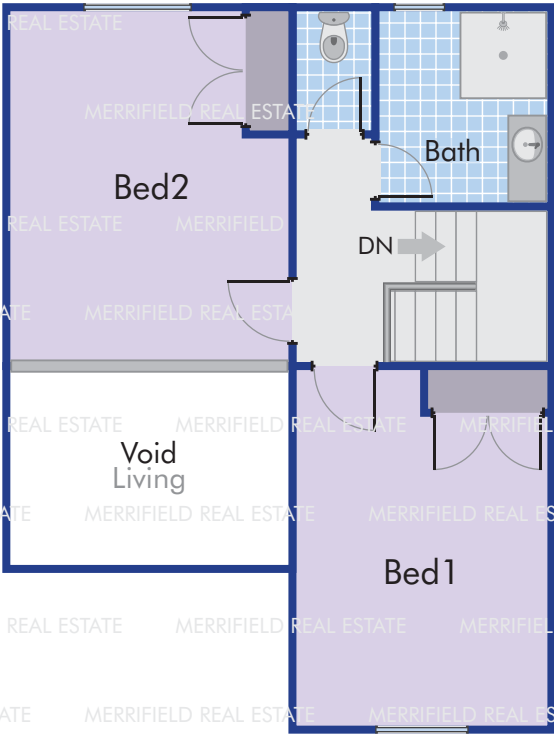
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Ground Floor



Upper Floor

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.



WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2612

867

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

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

BGRoberts

REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 5 ON STRATA PLAN 45553

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DONOVAN LESLIE PILLAI

ANOUSKA PILLAI

BOTH OF 126 HEARN ROAD OSMINGTON WA 6285

AS JOINT TENANTS

(T O626044) REGISTERED 29/1/2021

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. O626045 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 29/1/2021.

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: | SP45553 |
| PREVIOUS TITLE: | 2503-844 |
| PROPERTY STREET ADDRESS: | MONETS - ON ADELAIDE TCE, UNIT 5 20 ADELAIDE CR, MIDDLETON BEACH. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF ALBANY |

Strata Plan 45553

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 1 | 2612/863 | Registered | |
| 2 | 2612/864 | Registered | |
| 3 | 2612/865 | Registered | |
| 4 | 2612/866 | Registered | |
| 5 | 2612/867 | Registered | |
| 6 | 2612/868 | Registered | |
| 7 | 2612/869 | Registered | |
| 8 | 2612/870 | Registered | |
| 9 | 2612/871 | Registered | |
| 10 | 2612/872 | Registered | |
| 11 | 2612/873 | Registered | |
| 12 | 2612/874 | Registered | |

STRATA PLAN 45553

SHEET 1 OF 5 SHEETS

MANAGEMENT STATEMENT ☒ YES ☐ NO
Lodged: 14.7.2005 1734 662253
Examined: 15.9.2005 01709-2405
Registered: 23.11.2005 3595181

REGISTRAR OF TITLES

W.A. PLANNING COMMISSION
691-03

Certificate of Approval of W.A.P.C. under
Section 25(1) or 25(2) of Strata Titles Act 1985

FOR CHAIRMAN DATE

PLAN OF

LOT 202 ON DP 25880

CERT. OF TITLE VOL. 2503 FOL. 844

LOCAL GOVERNMENT CITY OF ALBANY

INDEX PLAN BK26 (2) 12.04 & 13.04

FIELD BOOK NUMBER

SCALE 1 : 500

NAME OF SCHEME

MONETS - ON ADELAIDE CRESCENT

ADDRESS OF PARCEL

20 ADELAIDE CRESCENT
MIDDLETON BEACH WA 6330

HARLEY SURVEY GROUP

CONSULTING LICENSED SURVEYORS
116 SERPENTINE ROAD, ALBANY
PH (08) 9841 7333 Fax (08) 9841 3643
ALSO AT BUNBURY AND BUSSETTON
A.C.N. 009 101 786 A.B.N. 77 503 764 248
12750 U1-010 DRAWN AWC 25-05-05

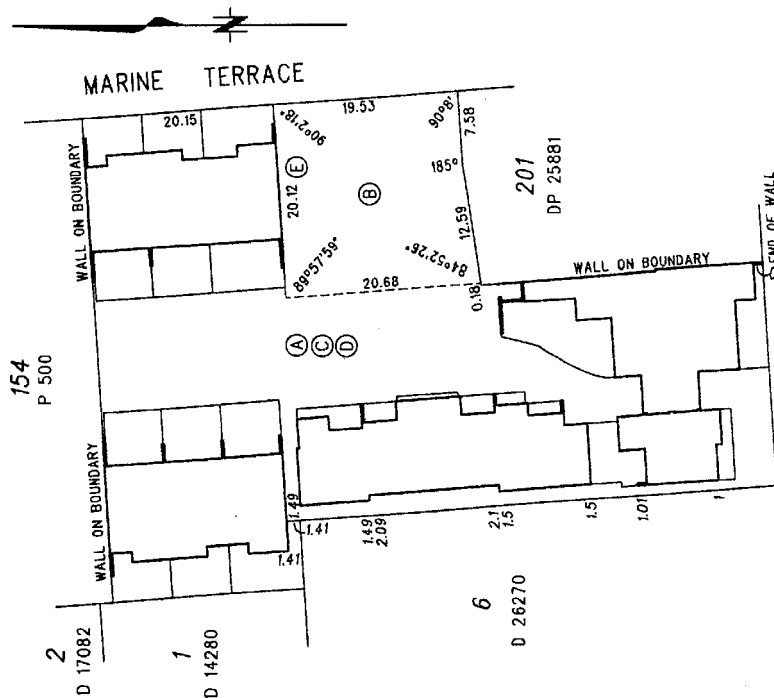
A.W. CALDWELL

LICENSED SURVEYOR DATE 25/9/2005

Department of
Land Information

INTERESTS AND NOTIFICATIONS

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---------|----------|---------------------|-------------|---------------|-----------------------------|----------|
| (A) | EASEMENT | | T 540/1892 | SEE DOCUMENT | LOTS 1-12 & COMMON PROPERTY | |
| (B) | EASEMENT | | T 2660/1892 | SEE DOCUMENT | COMMON PROPERTY | |
| (C) | EASEMENT | | T 1117/1893 | SEE DOCUMENT | LOTS 1-12 & COMMON PROPERTY | |
| (D) | EASEMENT | | T 4846/1897 | SEE DOCUMENT | COMMON PROPERTY | |

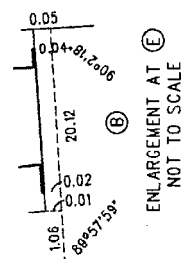


ADELAIDE CRESCENT

LOCATION PLAN

LOCALITY: MIDDLETON BEACH

SCALE 1 : 500



ENLARGEMENT AT (E)
NOT TO SCALE

FORM 3

| SCHEDULE OF UNIT ENTITLEMENT | | OFFICE USE ONLY | |
|------------------------------|------------------|----------------------|------|
| LOT No. | UNIT ENTITLEMENT | CURRENT Co. of TITLE | FOL. |
| 1 | 290 | 2612 - 863 | |
| 2 | 290 | 2612 - 864 | |
| 3 | 290 | 2612 - 865 | |
| 4 | 290 | 2612 - 866 | |
| 5 | 290 | 2612 - 867 | |
| 6 | 440 | 2612 - 868 | |
| 7 | 440 | 2612 - 869 | |
| 8 | 440 | 2612 - 870 | |
| 9 | 440 | 2612 - 871 | |
| 10 | 440 | 2612 - 872 | |
| 11 | 460 | 2612 - 873 | |
| 12 | 540 | 2612 - 874 | |
| AGGREGATE | | | |

CERTIFICATE OF LICENSED VALUER
BUILDING: 12 Units constructed of Brick
Walls with iron roofs

I, GRANT SOLOMON, 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 lot), 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.

Signed 26.8.05
Date

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

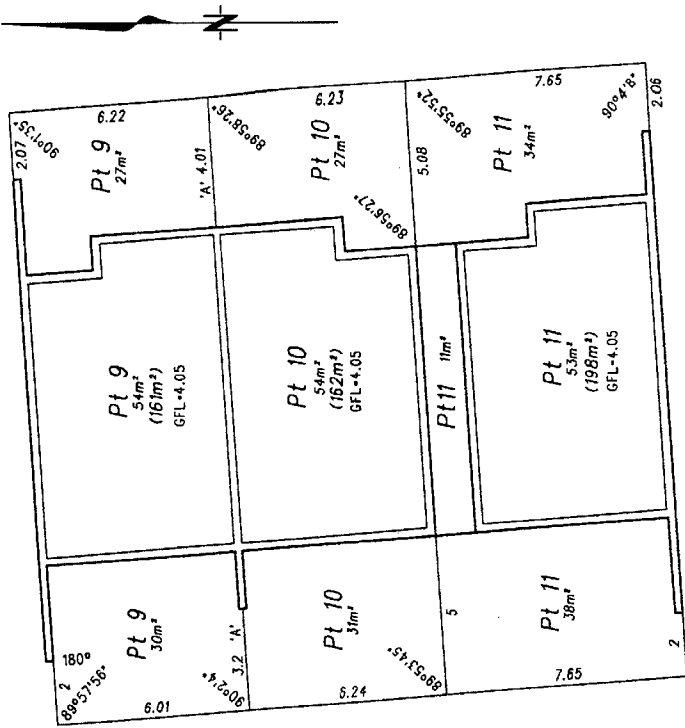
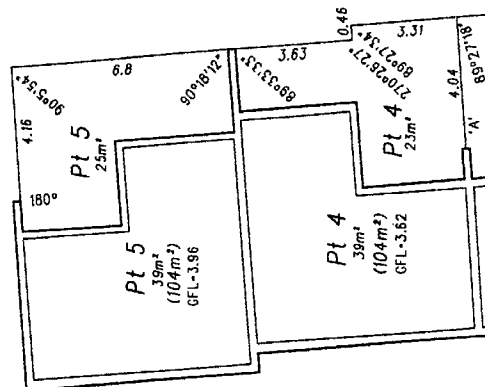
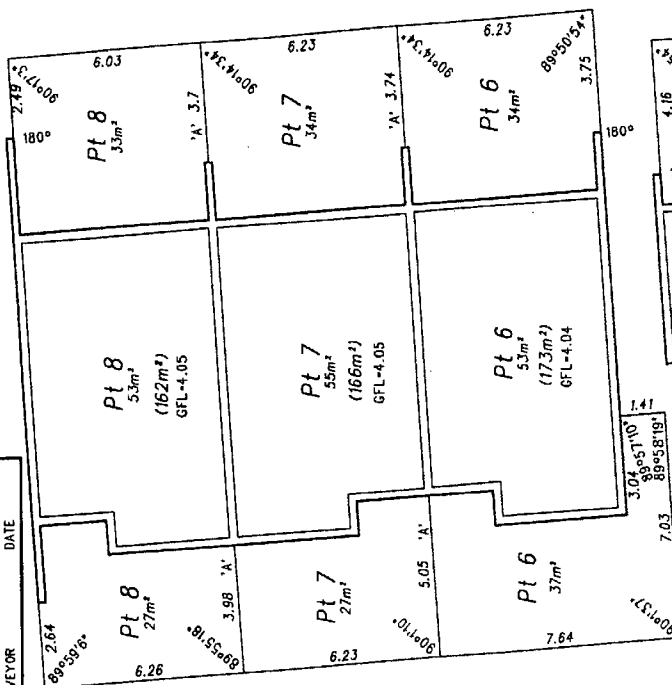
STRATA PLAN 45553

SHEET 2 OF 5 SHEETS

A.W. CALDWELL

25/10/2005
DATE

Licensed Surveyor

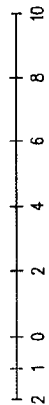


NOTES:-

1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS, EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(d) OF THE STRATA TITLES ACT 1985.
3. CP DENOTES COMMON PROPERTY
4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (Level 4) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT
5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
8. FOR OTHER PART LOTS SEE SHEETS 3, 4 & 5.

GROUND FLOOR PLAN

SCALE 1 : 150



12750 U1-02D

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

www.landgate.wa.gov.au

STRATA PLAN 45553

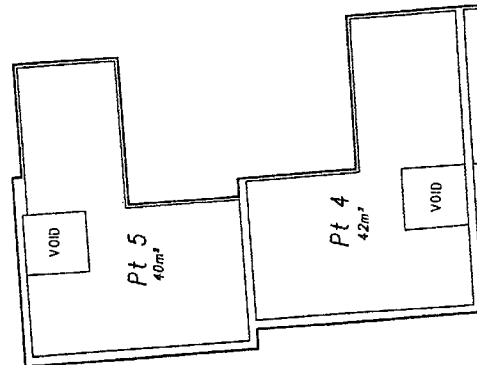
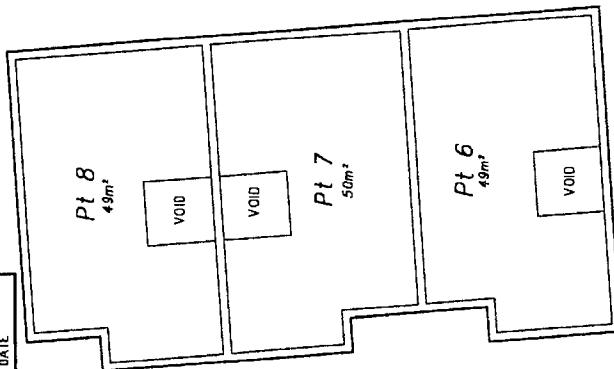
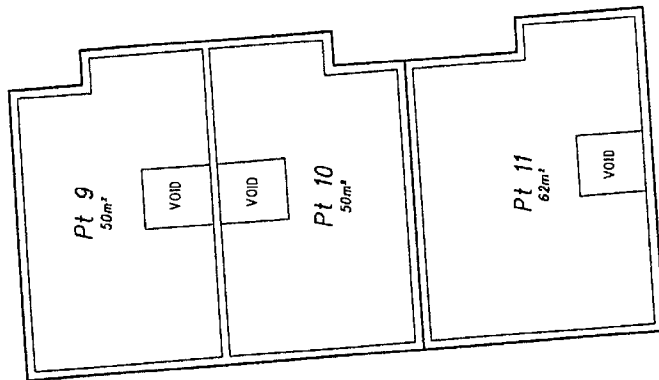
SHEET 4 OF 5 SHEETS

A.W. CALDWELL

A.W. Caldwell
LICENSED SURVEYOR

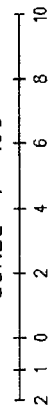
15/01/2005

DATE



FIRST FLOOR PLAN

SCALE 1 : 150



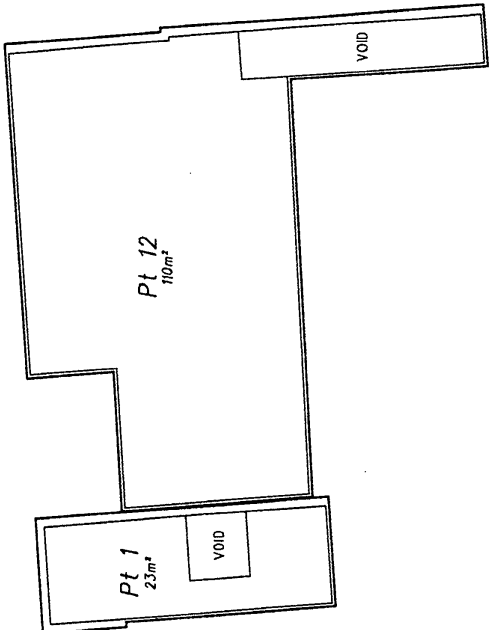
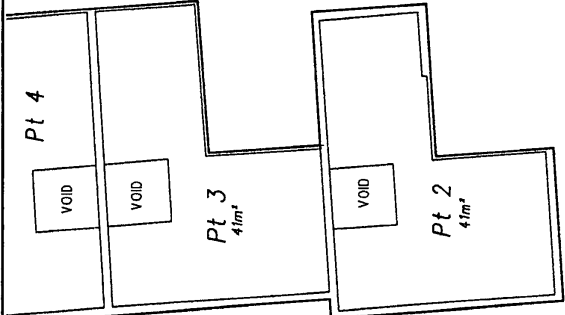
NOTES:-

1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 32(2)(g) OF THE STRATA TITLES ACT 1985.
3. CP DENOTES COMMON PROPERTY
4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (Level) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT
5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
8. FOR OTHER PART LOTS SEE SHEETS 3, 4 & 5.

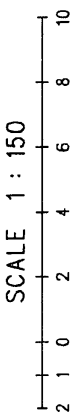
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

| | |
|---------------------|------------|
| STRATA PLAN | |
| 45553 | |
| SHEET 5 OF 5 SHEETS | |
| A.W. CALDWELL | 25/01/2005 |
| LICENSED SURVEYOR | DATE |



FIRST FLOOR PLAN



- NOTES:-
1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS, EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
 2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(g) OF THE STRATA TITLES ACT 1985.
 3. CP DENOTES COMMON PROPERTY
 4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (Level) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT
 5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
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 7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
 8. FOR OTHER PART LOTS SEE SHEETS 3, 4 & 5.

12750 U1-05C

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 5

STRATA TITLES ACT 1985
Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 45553

DESCRIPTION OF PARCEL & BUILDING

PARCEL: LOT 202 ON DEPOSITED PLAN 25880
BUILDING: 12 UNITS CONSTRUCTED OF BRICK WALLS WITH IRON ROOFS

CERTIFICATE OF LICENSED SURVEYOR

I, **Aaron William Caldwell**, being a licensed surveyor registered under the *Licensed Surveyors Act 1909*, certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan")

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

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) No(s) _____ on 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 the *Strata Titles General Regulations 1996*.~~

7/7/05
.....
Date

A Caldwell
.....
Licensed Surveyor

*Delete if inapplicable

FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 45553


DESCRIPTION OF PARCEL & BUILDING

PARCEL: LOT 202 ON DEPOSITED PLAN 25880
BUILDING: 12 UNITS CONSTRUCTED OF BRICK WALLS WITH IRON ROOFS




CERTIFICATE OF LOCAL GOVERNMENT

City of Albany, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan") :-

(1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~ 

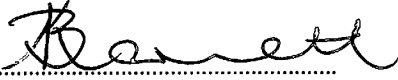
(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

~~(3) where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~ 



(4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

~~*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.~~ 

31 August 2005
Date


per Chief Executive Officer
(MANAGER BUILDING & HEALTH SERVICES)
(DELEGATED OFFICER - SECTION 23)

*Delete if inapplicable

FORM 26

WAPC Ref No 691-03

STRATA PLAN No 45553

STRATA TITLES ACT 1958

Sections 25(1), 25 (4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN
PLANNING COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1958* to –

* (i) The *Strata Plan/Plan of Re-Subdivision/Plan of Consolidation submitted
on 20 SEP 2005
and relating to the property described below;

~~*(ii) The sketch submitted on _____
of the *proposed subdivision of the property described below into lots on a Strata Plan/
Re-Subdivision/Consolidation of the lots on the Strata Plan described below, subject to the
following conditions –~~

Property Description: Lot (or strata Plan) No Lot 202

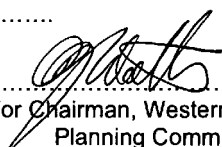
Location

Locality Middleton Beach

Local Government City of Albany

Lodged by: HARLEY SURVEY GROUP, ALBANY

Date: _____


For Chairman, Western Australian
Planning Commission

20 SEP 2005

Date

- 2 NOV 2005

(*To be deleted as appropriate)

[illegible]

Note : Entries may be affected by subsequent endorsements .





Plan Legend (summary)



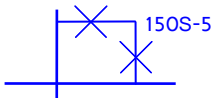
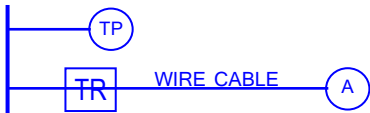





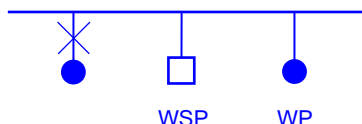
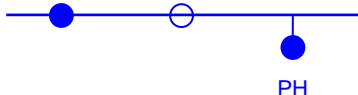
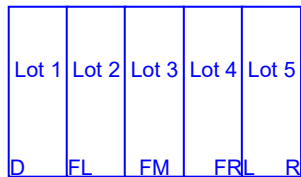


INFORMATION BROCHURE



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

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






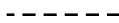

| | |
|--|---|
| | <p>WATER, SEWERAGE AND DRAINAGE PIPELINES</p> <p>CRITICAL PIPELINE (thick line) EXTRA CAUTION REQUIRED A risk assessment may be required if working near this pipe. Refer to your Dial Before You Dig information or call 131375.</p> <p>Pipes are not always labelled on plans as shown here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

| | | |
|--|---|--|
|   | FIRE SERVICES 100 mm polythene domestic (DOMS) service FS Fire service FHS Fire hydrant service Hydrant may be visible external to the building. Even if not visible a substantial fire service may still be present. | |
|  | PIPE BYPASS Bypass will not be on the same alignment as the main pipeline. | |
|  | CATHODIC PROTECTION (CP) Buried CP equipment may be located some distance from the pipeline being protected interconnected by buried cable. All CP fittings may not be visible. A buried anode – various sizes and configurations TP test point - may be visible on a post or in-ground TR transformer rectifier | |
|  | ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT NOTE: Opening any manhole or pit is dangerous and is prohibited. Below ground. May not be any visible signs at ground level or may be located in a pit. | |
|  | WASTEWATER ACCESS CHAMBERS (MANHOLES) -- Manhole (shown not labelled) -- Tee or maintenance shaft (shown not labelled) MS maintenance shaft (labelled) WARNING: Opening any manhole or pit is dangerous and is prohibited. | |
|  | WASTEWATER MANHOLE INFORMATION BOXES Square non-trafficable Do not drive vehicles over or place loads. Round trafficable In general if not located in the road treat as if non-trafficable. | |
|  | HAZARDOUS MANHOLE Indicates a potential health hazard from risk of exposure to toxic waste. WARNING: Opening any manhole is dangerous and is prohibited. | |
|  | FLOWMETER Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM) | |
|  | STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP) May be located adjacent to mains. Usually there will be some visible indication. | |
|  | Hydrant May not be visible. Hydrant Tee May not be visible. Pillar hydrant Visible | |
|  | PRE-LAID SERVICES D Deferred FL Fully Prelaid Left FM Fully Prelaid Front Middle FR Fully Prelaid Right L Left R Right Code indicates on which side of a lot the water service is located: May be no visible indication at site. | |
|  | SEWER OR DRAINAGE PUMP STATION Several pipes and a pressurised main will be in the vicinity. | |
|  | OPEN CHANNEL OA Landscaped OE Normal Open Earth OF Open channel with flood levee OH Half Pipe OL Lined Channel OS Swale-Shallow Depression OW Natural Water Course | Drainage structures, even if dry, must be kept clear of any obstruction such as sand stockpiles. |




SYMBOLS SHEET

GAS UTILITY NETWORK








EXISTING GAS NETWORK

-  Transmission Pipelines
-  Distribution Pipelines
-  Distribution Pipe MAOP 350kPa
-  Distribution Pipe MAOP 70kPa
-  Distribution Pipe MAOP 7kPa
-  Not Gassed (none)
-  Service Pipe





PROPOSED GAS NETWORK

-  Proposed Main
-  Common Trenching
-  Replacement Program


ABANDONED GAS NETWORK

-  Inactive / Removed Meter
-  Abandoned Fitting
-  Abandoned Valve
-  Abandoned Gas Main
-  Abandoned Fitting SOLD
-  Abandoned Valve SOLD
-  Abandoned Gas Main SOLD

COMPOUNDS

-  Gate Station
-  Pressure Reducing Station
-  L.P.G. Tank
-  Hydrogen Plant

VALVES

-  Isolation Valves
-  Service Valves






MONITORING DEVICES

-  Flow Monitoring Device
-  Pressure Monitoring Device



ASSOCIATED INFRASTRUCTURE

-  Associated Asset




DUCTS AND SLEEVES

-  Duct
-  Horizontal Boring
-  Sleeve
-  Road Crossing
-  Concrete Slabbing











REGULATOR SETS

-  Regulator Set
-  Boundary Regulator




DELIVERY POINTS

-  Meter
-  Interval Meter
-  Meter Set

PIPE JUNCTIONS














-  End Cap
-  Expansion Joint
-  Reducer
-  Tee
-  Transition
-  Weld
-  Monolithic Joint
-  Stoppie
-  Odorizer
-  Junctions

PROTECTION DEVICES

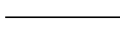
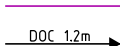

-  Test Point
-  Anode
-  Rectifier

FEATURES






FEATURE POINTS

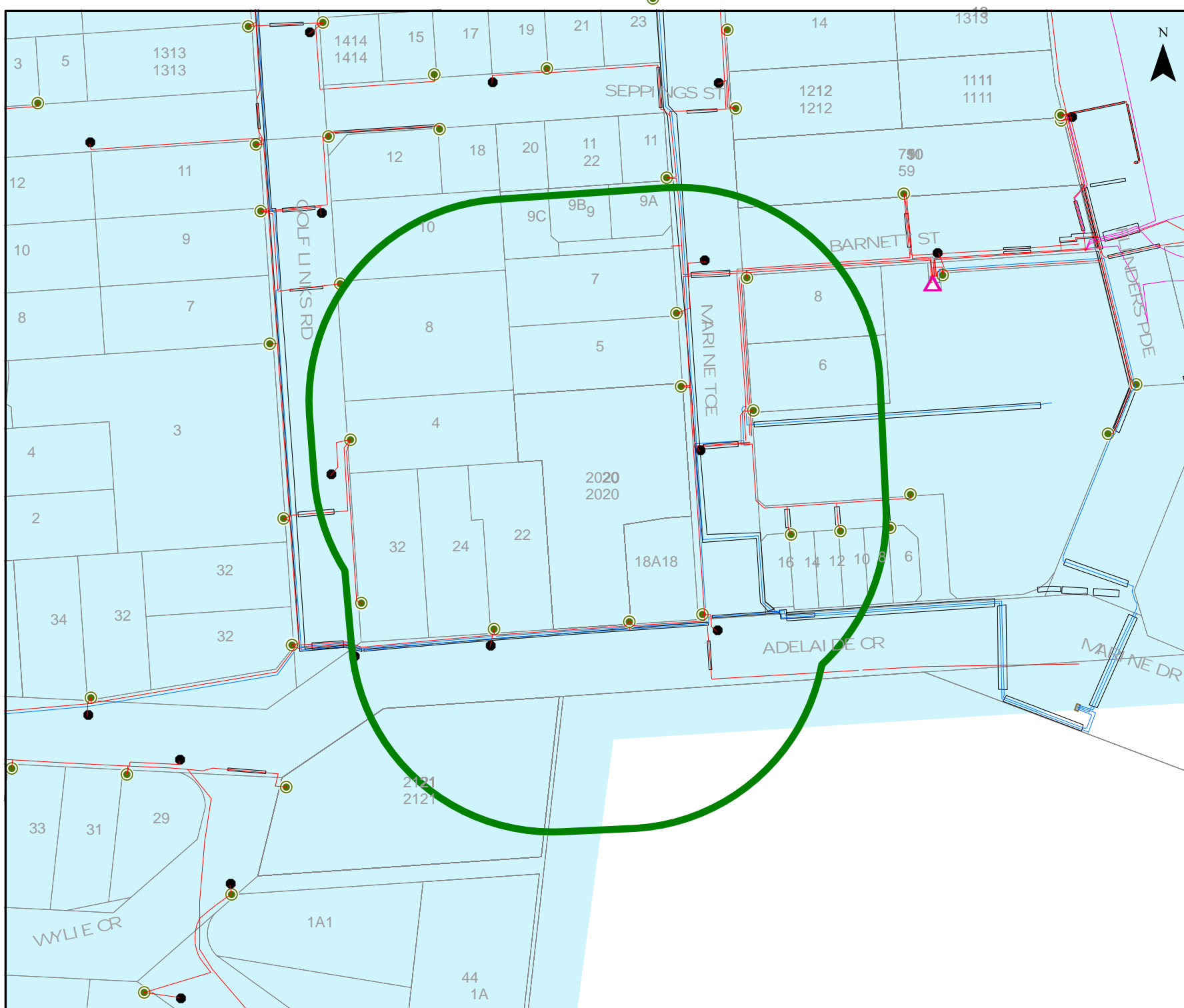
-  Side Elevation
-  Obstacle
-  See Details
-  Not Connected
-  Gas Service
-  Sign
-  Offline Service
-  Linked Document
-  Pre-Laid Service
-  Pre-Laid Service Stairs
-  Pre-Laid Service Tee
-  Asset end on Building / Property Line
-  Asset ends on Direction Peg


FEATURE LINES

-  Reference Line
-  Gas Pit
-  Arrow Pointer

FEATURE POLYGONS

-  Proving Location
-  Pressure Upgrade
-  Not Gassed
-  Suburb
-  Local Government





UNDERGROUND LEGEND

| Structures | |
|------------------|-----------------------|
| Pillar | UG Crossing * |
| Metal Pole | Ring Main Unit |
| Transformer Site | 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 | HV Termination |
| Pillar | LV Termination |
| Transformer site | |

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

| Feature | |
|------------------|--|
| Area of Interest | |

* Please refer to coversheet

Privately owned cables NOT SHOWN (including house services)

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

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

Information valid for 30 days from date of issue

| | |
|----|----------------|
| A4 | Scale : 1:1500 |
|----|----------------|

WARNING! Look out for overhead power lines



OPENING ELECTRONIC MAP ATTACHMENTS -

Telstra Cable Plans are generated automatically in either PDF or DWF file types, this dependant on the site address and or the size of the area that you have selected. You may need to download and install free viewing software from the internet to view the plan files. e.g.



DWF Map Files (all sizes over A3)

Autodesk Viewer (Internet Browser) (<https://viewer.autodesk.com/>) best option for IOS & Android

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



PDF Map Files (max size A3)

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



Telstra BYDA map related enquiries

email - Telstra.Plans@team.telstra.com

1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY Report online:

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

Ph: **13 22 03**

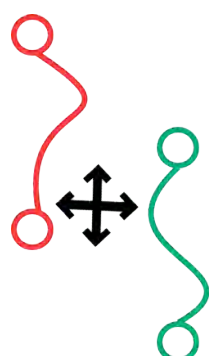
If you receive a message asking for a phone or account number say:

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



Telstra New Connections / Disconnections

13 22 00



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

NetworkIntegrity@team.telstra.com

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

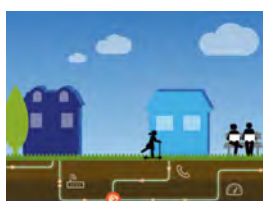


DBYDCertification

Certified Locating Organisation (CLO)

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

Please refer to attached Accredited Plant Locator.pdf



Telstra Smart Communities

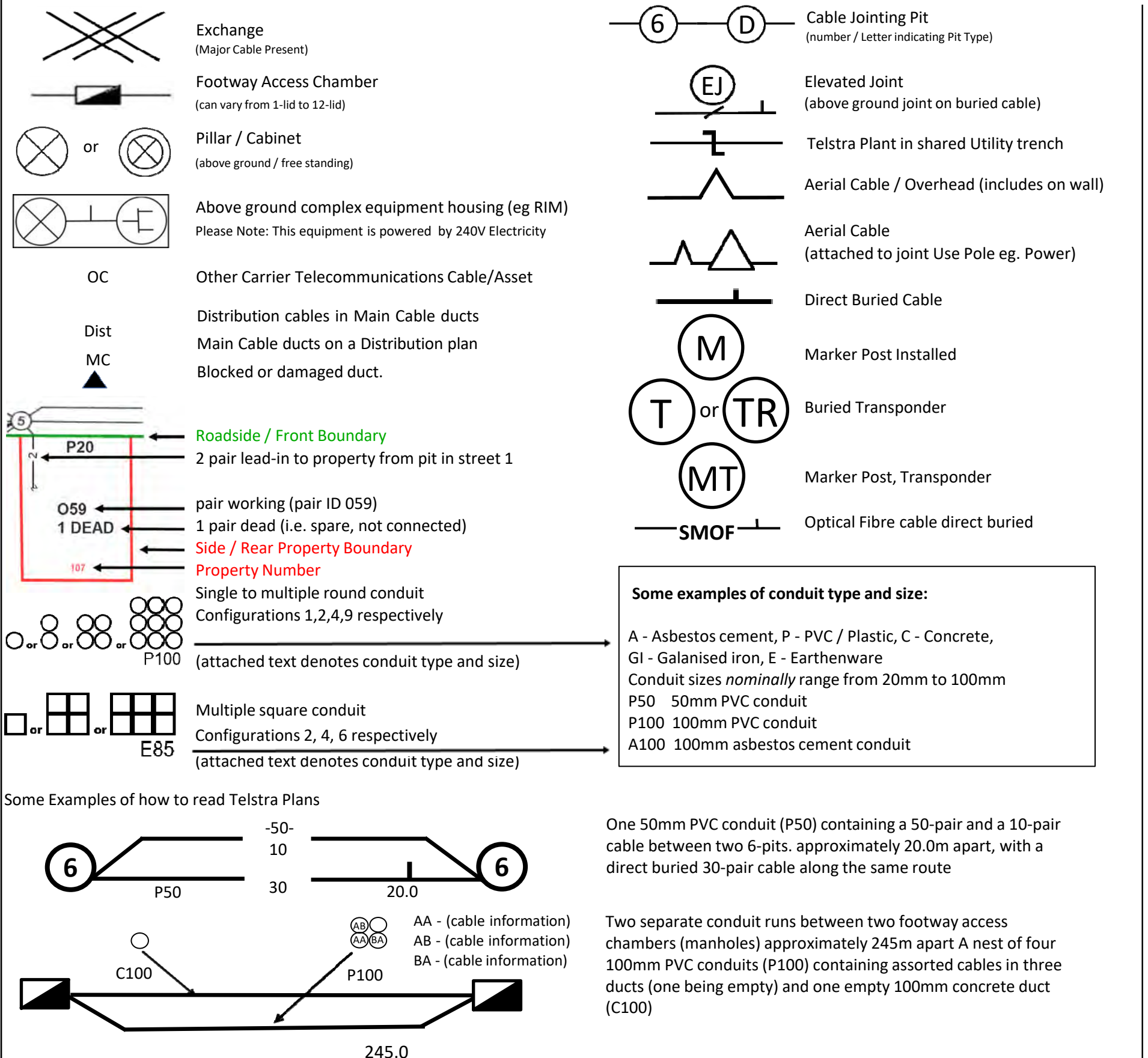
Information for new developments (developers, builders, homeowners)

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

LEGEND




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

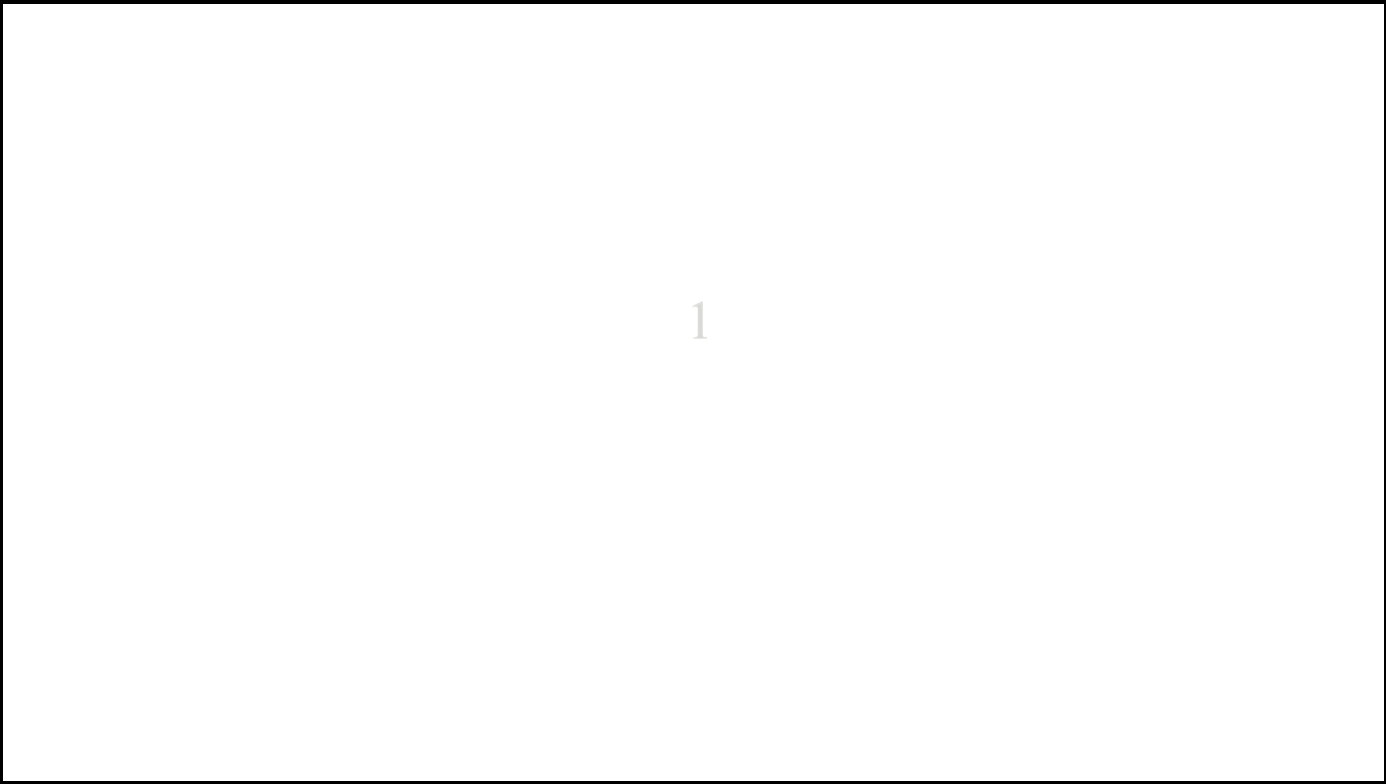


WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 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.

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

| | | |
|-----------------------------------|--|--|
| Dial before you dig Job #: | 35976419 |  DIAL BEFORE YOU DIG www.1100.com.au |
| Sequence # | 235038176 | |
| Issue Date: | 06/02/2024 | |
| Location: | 20 Adelaide Crescent , Middleton Beach , WA , 6330 | |

Indicative Plans

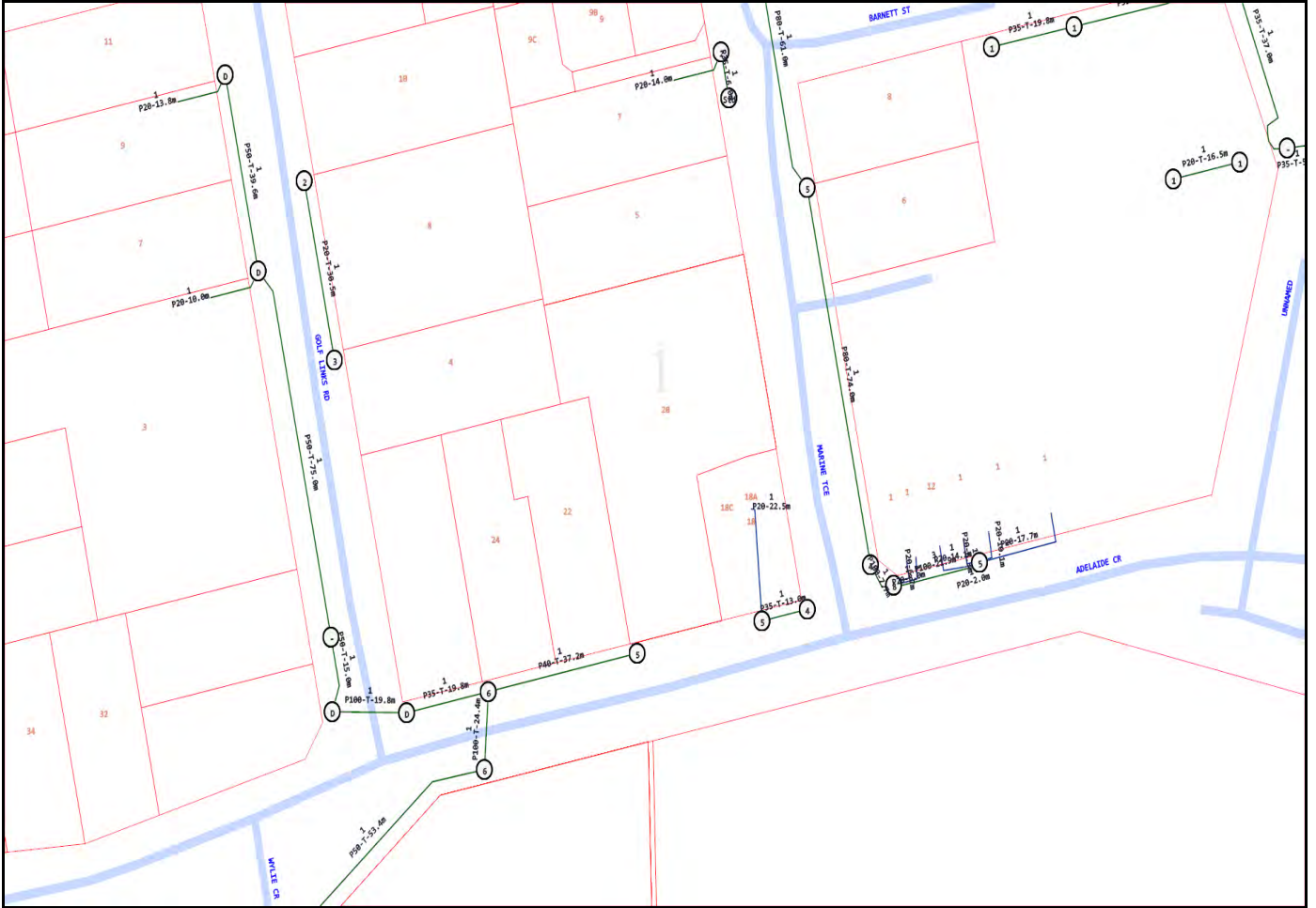




LEGEND



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



Emergency Contacts

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



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.

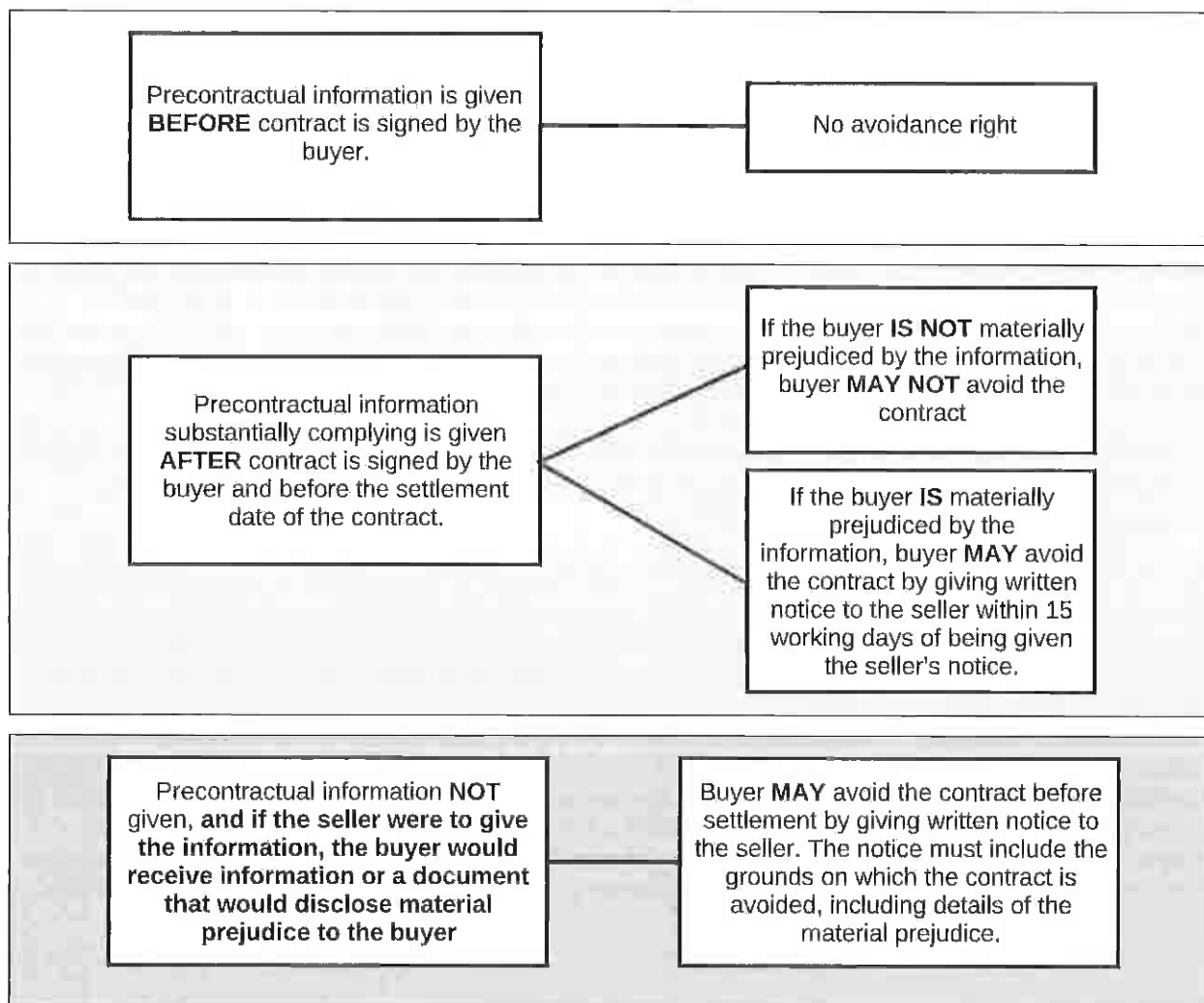
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

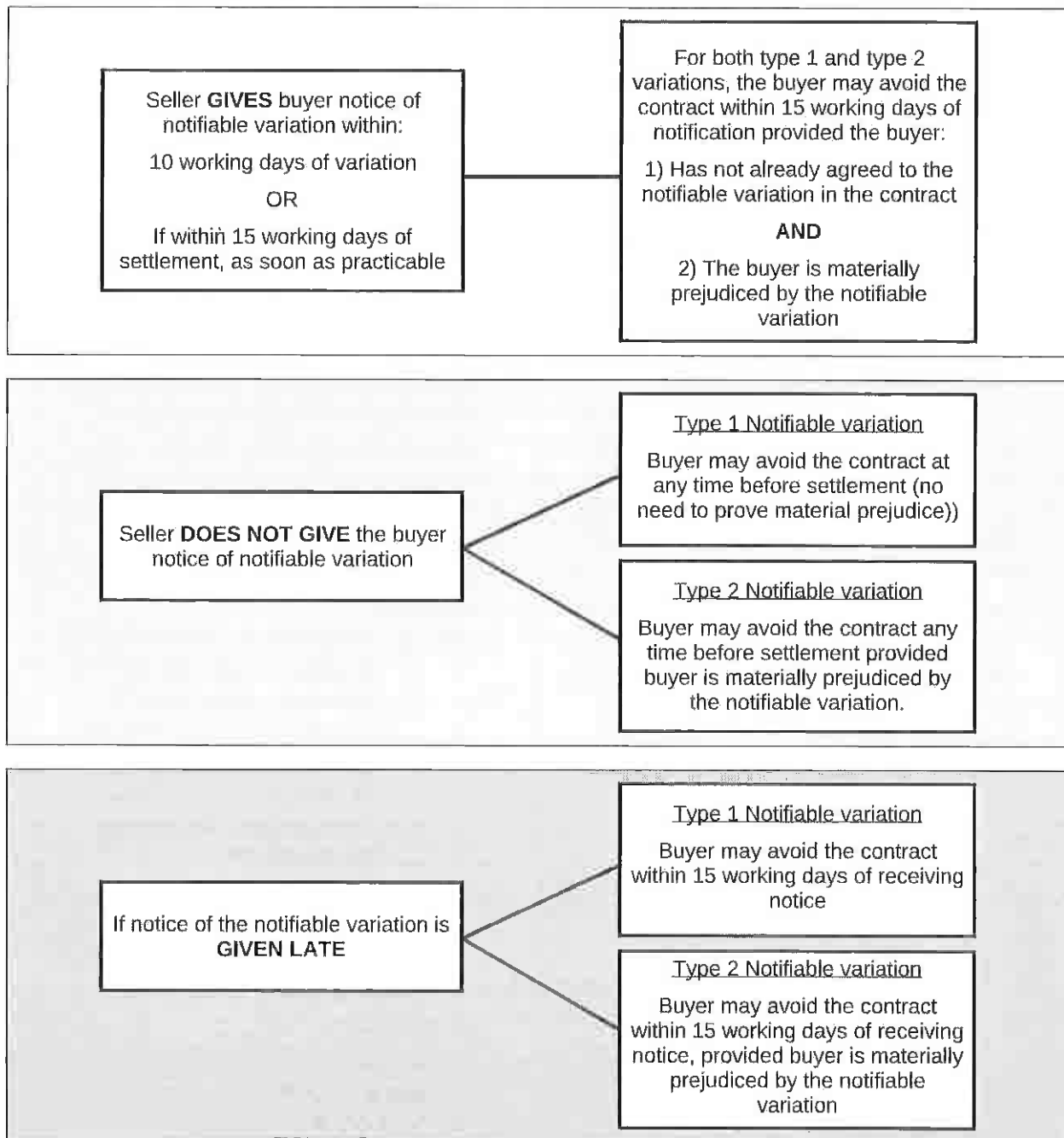
Type 1 and Type 2 notifiable variations are as follows:

| 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 Donald Leslie Pillai and Anouska Pillai

Address _____

Telephone/mobile 0411 704 561 Email foliefarm.mr@gmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Monets - On Adelaide Crescent

Name of the strata company Owners of Strata Plan 45553

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

Name of Strata Manager Selena Taylor

Address of Strata Manager 258 York Street, Albany WA 6330

Telephone/Mobile 08 9841 4022

Email selena@merrifield.com.au

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☒ strata

☐ survey-strata

The tenure type is

☒ freehold

☐ leasehold



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

7/2/2024 7/2/2024

The seller(s)

Name Donovan ^{OP} ^{OP} ~~Donald~~ Leslie Pillai and Anouska Pillai

Address _____

Telephone/mobile 0411 704 561 Email foliefarm.mr@gmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Monets - On Adelaide Crescent

Name of the strata company Owners of Strata Plan 45553

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

Name of Strata Manager Selena Taylor

Address of Strata Manager 258 York Street, Albany WA 6330

Telephone/Mobile 08 9841 4022

Email selena@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 _____ 2

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 5, 20 Adelaide Crescent, Middleton Beach

Lot 5 on scheme plan no. 45553

(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: | \$2,358.67 | | _____ |
| Reserve fund: | \$374.19 | | _____ |
| Other levy (attach details) | _____ | | _____ |

☒ Actual ☐ Estimated total contribution for the lot \$ 2,732.86

Payable ☒ annually ☐ bi-annually ☐ quarterly ☐ other: _____

Due dates \$2,732.86 on 01/03/2023 _____ on _____

_____ on _____ _____ on _____

Strata levy/contributions/other debts owing

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

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.

7/2/2024
Signature _____
Name ☐ DP ☐ RP _____
7/2/2024
Date _____

DocuSigned by:
Donovan Pillai
BCB8904D758B409...
Donovan
~~Donald~~ Leslie Pillai
5/2/2024

Signature _____
Name _____
Date _____

DocuSigned by:
Anouska Pillai
BCB8904D758B409...
Anouska Pillai
5/2/2024

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 _____

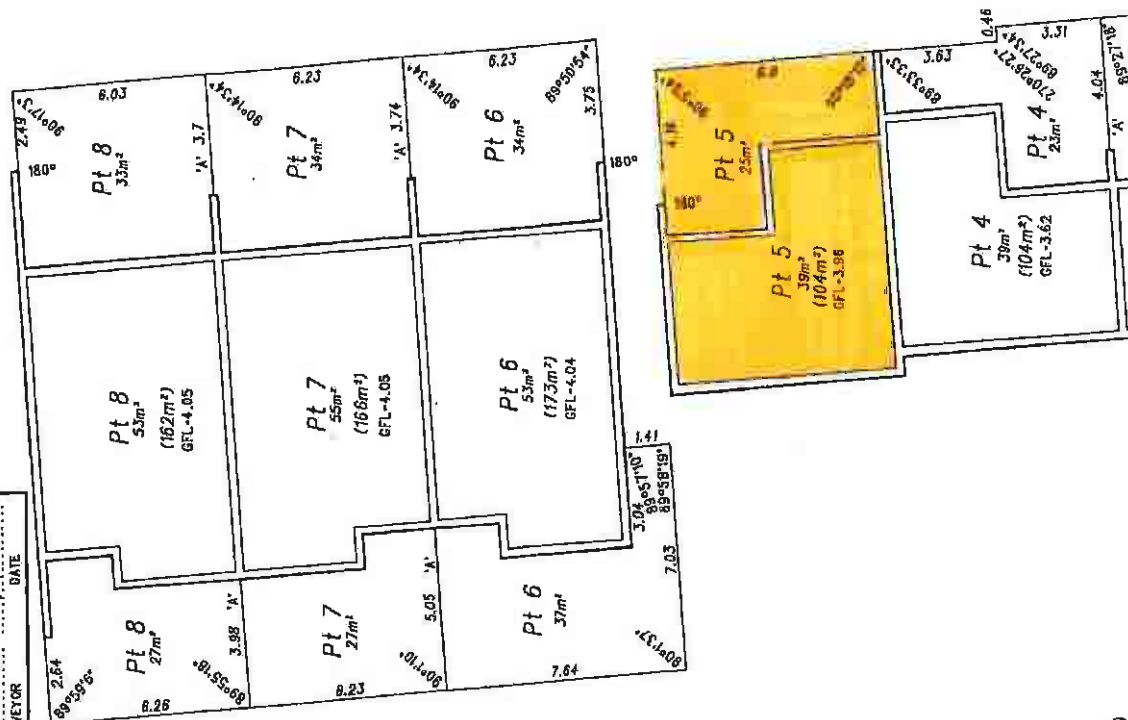
¹ Select one.

STRATA PLAN
45553

SHEET 2 OF 5 SHEETS

A.W. CALDWELL
LICENSED SURVEYOR

25/01/2005
DATE

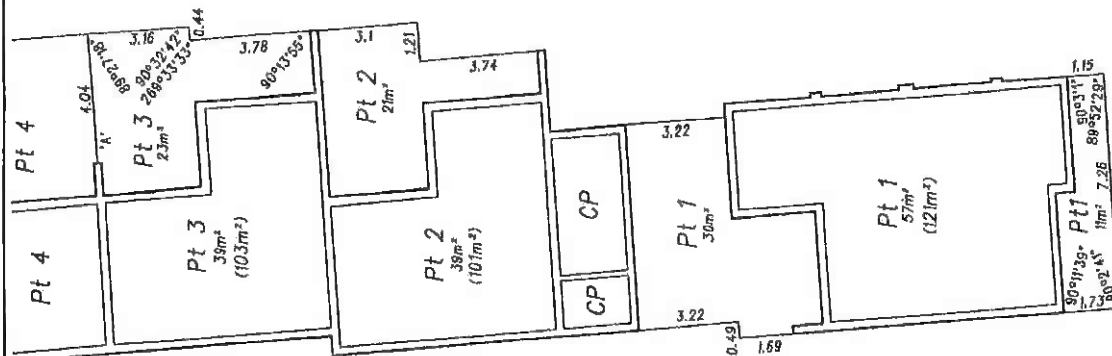


GROUND FLOOR PLAN
SCALE 1:150

- NOTES:-
1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS, EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
 2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 342(1) OF THE STRATA TITLES ACT 1985.
 3. CP DENOTES COMMON PROPERTY
 4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (AHD) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT.
 5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
 6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
 7. 'A' DENOTES CENTRELINE OF WALL PRODUCED.
 8. FOR OTHER PART LOTS SEE SHEETS 1, 4 & 5.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

| | |
|---------------------|----------|
| STRATA PLAN | |
| 45553 | |
| SHEET 3 OF 5 SHEETS | |
| A.W. CALDWELL | 25/01/05 |
| LICENSED SURVEYOR | DATE |



GROUND FLOOR PLAN
SCALE 1 : 150

- NOTES:-
1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
 2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE LOWER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(G) OF THE STRATA TITLES ACT 1965.
 3. CP DENOTES COMMON PROPERTY.
 4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (level) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT.
 5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
 6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
 7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
 8. FOR OTHER PART LOTS SEE SHEETS 3.4 & 5.

12750 U1-03C

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

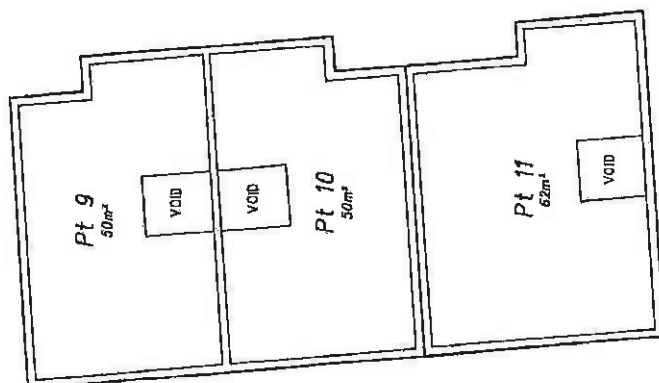
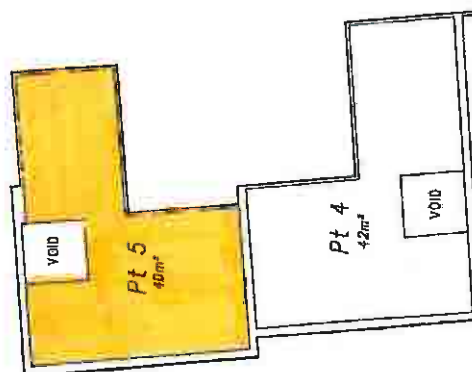
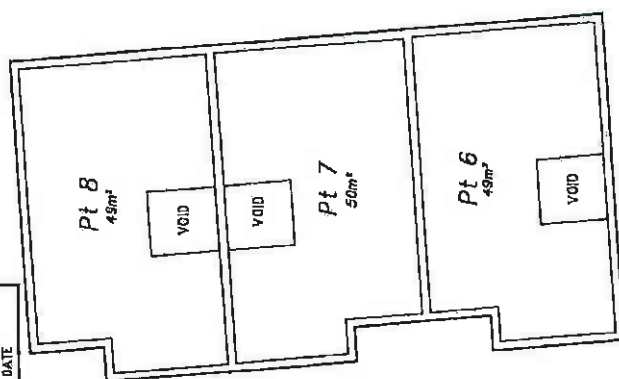
STRATA PLAN 45553

SHEET 4 OF 5 SHEETS

A.W. CALDWELL

15/9/2005

DATE

A.W. Caldwell
LICENSED SURVEYOR

FIRST FLOOR PLAN

SCALE 1 : 150



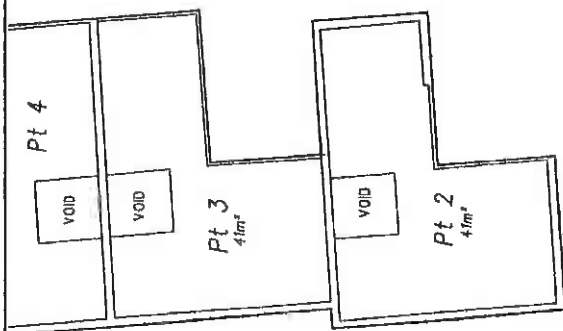
NOTES:-

1. THE STRATUM OF THE PART LOTS (1-12) INCLUDED EXTERNAL TO THE BUILDINGS, EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.
3. CP DENOTES COMMON PROPERTY
4. GPL DENOTES AUSTRALIAN HEIGHT DATUM (LVL) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT
5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
8. FOR OTHER PART LOTS SEE SHEETS 3, 4 & 5.

12750 U1-04C

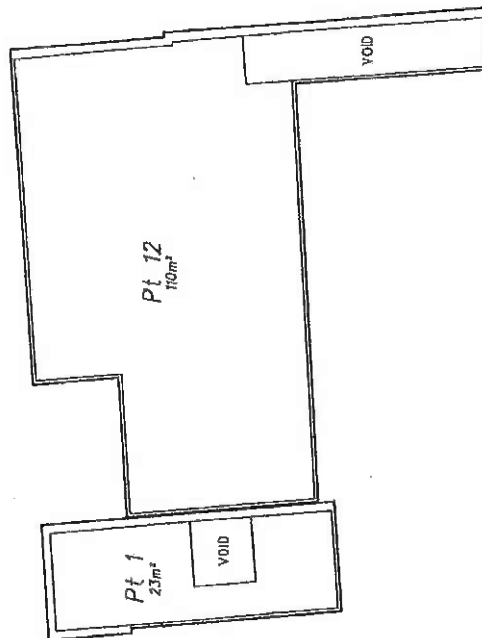
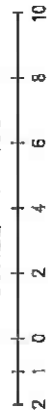
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

| | |
|----------------------|------------|
| STRATA PLAN | |
| 45553 | |
| SHEET 5 OF 5 SHEETS | |
| A.W. CALDWELL | |
| <i>A.W. Caldwell</i> | 25/01/2005 |
| LICENSED SURVEYOR | DATE |



FIRST FLOOR PLAN

SCALE 1 : 150



NOTES:-

1. THE STRATUM OF THE PART LOTS (1-12 INCLUSIVE) EXTERNAL TO THE BUILDINGS, EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
2. THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(g) OF THE STRATA TITLES ACT 1985.
3. CP DENOTES COMMON PROPERTY
4. GFL DENOTES AUSTRALIAN HEIGHT DATUM (level) OF THE UPPER SURFACE OF GROUND FLOOR OF THE MAIN BUILDING OF THE RESPECTIVE LOT
5. ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
6. ALL LINEAR CONNECTIONS ARE TO THE EXTERNAL SURFACE OF THE WALL.
7. 'A' DENOTES BOUNDARY IS CENTRELINE OF WALL PRODUCED.
8. FOR OTHER PART LOTS SEE SHEETS 3, 4 & 5.

12750 U1-OSC

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 5

STRATA TITLES ACT 1985
Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 45553

DESCRIPTION OF PARCEL & BUILDING

PARCEL: LOT 202 ON DEPOSITED PLAN 25880
BUILDING: 12 UNITS CONSTRUCTED OF BRICK WALLS WITH IRON ROOFS

CERTIFICATE OF LICENSED SURVEYOR

I, *Aaron William Caldwell*, being a licensed surveyor registered under the *Licensed Surveyors Act 1909*, certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan")

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

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) No(s) _____ on 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 the Strata Titles General Regulations 1996.~~

7/7/05
Date

Aaron William Caldwell
Licensed Surveyor

*Delete if inapplicable

FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 45553


DESCRIPTION OF PARCEL & BUILDING

PARCEL: LOT 202 ON DEPOSITED PLAN 25880
BUILDING: 12 UNITS CONSTRUCTED OF BRICK WALLS WITH IRON ROOFS




CERTIFICATE OF LOCAL GOVERNMENT

City of Albany, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan") :-


(1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~ 

(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

~~(3) where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~ 



(4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

~~*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.~~ 

31 August 2005
Date


per Chief Executive Officer
(MANAGER BUILDING & HEALTH SERVICES)
DELEGATED OFFICER - SECTION 23

*Delete if inapplicable

FORM 26

WAPC Ref No 691-03

STRATA PLAN No 45553

STRATA TITLES ACT 1958

Sections 25(1), 25 (4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN
PLANNING COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1958* to –

*(i) The *Strata Plan/Plan of Re-Subdivision/Plan of Consolidation submitted
on 20 SEP 2005
and relating to the property described below;

~~*(ii) The sketch submitted on
of the *proposed subdivision of the property described below into lots on a Strata Plan/
Re-Subdivision/Consolidation of the lots on the Strata Plan described below, subject to the
following conditions –~~

Property Description: Lot (or strata Plan) No Lot 202

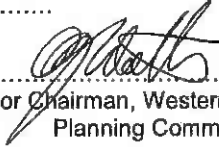
Location

Locality Middleton Beach

Local Government City of Albany

Lodged by: HARLEY SURVEY GROUP, ALBANY

Date:


For Chairman, Western Australian
Planning Commission

20 SEP 2005 - 2 NOV 2005
Date

(*To be deleted as appropriate)

Note : Entries may be affected by subsequent endorsements .

Note : Entries may be affected by subsequent endorsements .

schedules



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

SCHEDULE 1. (SECTION 42 (2))

Duties of proprietor,
occupiers etc.

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

Power of proprietor
to decorate etc.

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

Power of strata
company regarding
submeters.

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

Constitution of the
council.

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

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

Election of council.

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

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

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

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|---|---|
| Meetings of council. | <p>8. (1) At meetings of the council, all matters shall be determined by a simple majority vote.</p> <p>(2) The council may-</p> <ul style="list-style-type: none"> (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; (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; (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>(3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.</p> <p>(4) A proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he is a member of the council.</p> <p>(5) If a person appointed under sub-bylaw (3) of this bylaw is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.</p> <p>(6) The council shall keep minutes of its proceedings.</p> |
| Powers and duties of secretary of strata company. | <p>9. The powers and duties of the secretary of a strata company include-</p> <ul style="list-style-type: none"> (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; (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; (c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act; (d) the answering of communications addressed to the strata company; (e) the calling of nominations of candidates for election as members of the council; and (f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council. |
| Powers and duties of treasurer of strata company. | <p>10. The powers and duties of the treasurer of a strata company include-</p> <ul style="list-style-type: none"> (a) the notifying of proprietors of any contributions levied pursuant to the Act; (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; (c) the preparation of any certificate applied for under section 43 of the Act; and (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. |
| General meetings of strata company. | <p>11. (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.</p> <p>(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.</p> <p>(3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.</p> <p>(4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.</p> <p>(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and</p> |

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

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

Proceedings at
general meetings.

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

Restriction on motion
or nominating
candidate.

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

Votes of proprietors.

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

schedules



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- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.
- Common seal. 15. (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

SCHEDULE 2. (SECTION 42 (2))

- Vehicles. 1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.
- Obstruction of common property. 2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.
- Damage to lawns, etc., on common property. 3. Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-
- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- (b) use any portion of the common property for his own purposes as a garden.
- Behaviour of proprietors and occupiers. 4. A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.
- Children playing upon common property in building. 5. A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- Depositing rubbish, etc., on common property. 6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.
- Drying of laundry items. 7. A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-
- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- Storage of inflammable liquids, etc. 8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- Moving furniture etc., on or through common property. 9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.
- Floor coverings. 10. A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.

schedules



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Garbage disposal.

11. A proprietor or occupier of a lot-

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

Additional duties of proprietors, occupiers, etc.

12. A proprietor, occupier or other resident shall not -

- (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
- (b) make undue noise in or about any lot or common property; or
- (c) subject to section 42(15) of the Act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

Notice of alteration to lot

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

Appearance of lot

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

FORM B4

J423070 SM~~06 Sep 2005 14:18:35~~ Midland

REG \$ 80.00

23/1/06 10-12

LODGED BY HARVEY SURVEY GROUP

ADDRESS P.O. Box 5207
ALBANY W.A. 6332

PHONE No. 9841 7333

FAX No. 9841 3643

REFERENCE No.

ISSUING BOX No. 999L

PREPARED BY

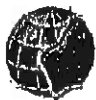
ADDRESS

PHONE No.
FAX No.INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER
THAN LODGING PARTY

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TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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LAND ACT 1893 as amended on the day and time shown above
and particulars entered in the Register.Department of Land Information
Government of Western Australia

EXAMINED



FORM 25

Strata Titles Act 1985

Section 5C (1)

STRATA PLAN No. 45553

MANAGEMENT STATEMENT

BROCK NOMINEES PTY LTD

(Name of original proprietors of land the subject of the plan)

**LOT 202 ON DEPOSITED PLAN 25880 THE WHOLE OF THE LAND COMPRISED
IN CERTIFICATE OF TITLE VOLUME 2503 FOLIO 844.**

(Description of parcel the subject of the plan)

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.

1. The Schedule 1 by-laws are amended repealed or added to as follows-

The following by-law are added -

16. USE OF LOTS

- (1) A proprietor occupier or other resident of a lot shall not use the lot for any purpose that contravenes any by-law or requirement of the strata company, or any by-law of the City of Albany and any other authority that may have jurisdiction over the use to which a lot may be put. In particular each lot is to be used for holiday accommodation. No lot is to be used for any purpose that is inconsistent with the zoning imposed by the City of Albany.
- (2) Lots 1 to 11 (inclusive) are to be used for holiday accommodation, with periods of occupancy not to exceed 3 months and lot 12 is to be used as a restaurant.
- (3) The proprietors, occupiers or other residents acknowledge that lot 12 is to be used as a restaurant and they are aware of and have no objections to reasonable operating hours, noise, and odours associated with this type of business.

17. SUNDRY ITEMS ON COMMON PROPERTY FOR THE USE OF A LOT

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (eg: roller shutters, blinds, fly screens, door locks, lights, awnings, etc.; but not limited to such items) that were installed on common property prior to the registration of the strata plan which are solely for the exclusive use of a particular lot.

18. IMPROVEMENTS TO EXTERNAL WALLS

Notwithstanding any other by-law, a proprietor of a lot shall not install or affix any structure, improvement or enclosures to a external wall, roof or surface of the building unless it has been approved in writing by either the managing agent or the council of owners.

19. BLOCKAGE OF DRAINAGE PIPES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they are constructed and no sweepings, rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by their own actions or those of their tenants, servants, agents, invitees or licensees.

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

Where and to the extent that the strata company resolves that access is reasonably necessary or desirable for repairs to the common property or a lot, the proprietor occupier or resident of a lot shall permit a lot proprietor or the strata company and their servants, agents and contractors and invitees with all necessary plant and equipment to have access through his or her lot or exclusive use area in order to obtain reasonable access to any part of the common property or lot.

21. AIR CONDITIONERS

- (1) All air conditioning plant and machinery (including all ducting), which services a particular lot, shall belong to and be the responsibility of the proprietor of that lot.
- (2) Notwithstanding anything to the contrary, the costs of the maintenance, operating, insurance, repair and replacement of the individual air conditioning (including ducting and any ancillary equipment) contained within the building shall be the responsibility of the lot to which the air conditioning relates.
- (3) Any costs of any repairs or replacements to any part of the common property (including the costs of removing any ducting or other air conditioning plant) that may become necessary due to the operation, repair, maintenance or replacement of any air conditioning plant for which a proprietor is responsible shall be the responsibility of the proprietor and shall be effected at the cost of that proprietor to the satisfaction of managing agent or the strata company as the case may be.

22. EXCLUSIVE USE OVER THE COMMON PROPERTY RELATIVE TO AIR CONDITIONING

In accordance with section 42(8) of the Act, the rights of exclusive use and enjoyment over that volume of the common property occupied by the any air conditioning (including ducting, cabling and any ancillary equipment) that services and relate to an individual lot are granted to the proprietor of the lot to which the air conditioning machinery relate but only for the purpose of providing and maintaining conditioned air for that lot.

23. TENANTS, OCCUPIERS TO BE BOUND BY THESE BY-LAWS

A proprietor, occupier or other invitee of a proprietor, occupier or resident, including without limiting the generality of the term, any lessee or licensee of the proprietor, occupier or other resident shall be bound by these by-laws.

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

By-laws 1, 7(b) and 10 are repealed and the following by-laws added -

15. VEHICLES AND PARKING

- (1) The strata company shall permit patrons of the business being conducted on lot 12 to park a motor vehicle on the part of the common property that is delineated and marked "Restaurant Carpark" on Annexure "A". Parking is not permitted on any other part of the common property without the prior written approval of the council of owners.
- (2) A proprietor, occupier or other resident shall use the vehicle parking area of the part of their lot that is set aside for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat. Unlicensed vehicles or car wrecks are not permitted on the parcel.
- (3) A proprietor, occupier or other resident shall keep their vehicle parking bay clean and tidy and ensure all oil spills are promptly removed from the floor surface of their vehicle parking bays.

16. SIGNAGE ERECTION AND INSTALLATION

- (1) It is intended that the demeanour of the signage that is located or is to be located on the common property or on parts of a lot that affect the overall appearance of the building be controlled by the strata company or the managing agent
- (2) 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.

- (3) All signage that is on the parcel at the time of registration of the strata plan is deemed to have been approved by the strata company.
- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of eighteen months (18) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

17. DAMAGE TO COMMON PROPERTY

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property through misuse by the proprietor, occupier or other resident or his, her or its employees, agents and other invitees and shall be liable to pay for any repairs to make good the damage.

18. NOT PERMITTED ON COMMON PROPERTY

Every person using the common property must:

- (a) obey all reasonable directions of the council or managing agent with regard to that use of the common property and must not in any way obstruct the council or managing agent in its control of the common property and of persons therein;
- (b) not enter or be in or upon the common property while in an intoxicated condition;
- (c) not smoke tobacco or any other substance in the common property or in any portion of the common property where notices direct that smoking is not permitted;
- (d) not ride a bicycle, skateboard, inline skates or roller skates on the common property;
- (e) not damage or interfere with, or use improperly any part of the common property or the furniture, fittings or equipment, nor remove from the common property any of the furniture, fittings or equipment.

19. TELEVISION ANTENNAS AND AERIALS

A proprietor, occupier or tenant shall not erect any television antenna, receiving aerial or transmitting device within or about any strata lot or the common property without obtaining the prior written consent of the strata company or the managing agent.

20. FLOOR COVERINGS AND NOISE TRANSMISSION

- (1) A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising the entrance lobby, 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.
- (2) A proprietor of a lot shall not be permitted to install any timber, cork or ceramic tile flooring within the floor space within their lot (other than that comprising the entrance lobby, kitchen, laundry, lavatory or bathroom) without the prior written consent of the council or the managing agent.

- (3) The council or the managing agent shall ensure the specifications for the fitting of the timber, cork or ceramic tile flooring complies with Australian Standards acoustic and sound proofing requirements for multi-level buildings.

21. WINDOW CLEANING AND SECURITY LIGHTING

The strata company shall be responsible for –

- (a) the cleaning of the external part of all windows and glass that are on the perimeter walls or the common property and shall include this cost in the annual budget; and
- (b) the costs of operating and maintaining all security lighting on the common property and shall include this cost in the annual budget.

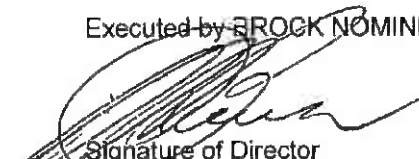
22. GARBAGE DISPOSAL

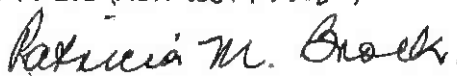
- (1) A proprietor, occupier, resident or tenant of a lot shall –
- (a) use the garbage disposal system to remove garbage, trash or other household waste;
- (b) comply with all local government authority by-laws and ordinances relating to garbage disposal;
- (c) ensure that any household waste that is placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;
- (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his or her disposal of garbage.
- (2) Any proprietor, occupier, resident or tenant who is about to occupy a lot or is about to cease residing in or using a lot and is moving into or out of a lot shall at his, her or its expense immediately dispose of any rubbish including cardboard boxes, wrapping material, packaging, broken furniture or similar waste. None of these materials are to be stored, kept or remain on common property or the proprietor's car parking bay.

DATED THIS SECOND DAY OF AUGUST, 2005

SIGNATURE OF APPLICANT

Executed by BROCK NOMINEES PTY LTD (ACN 008199915)


Signature of Director
(Full name)
MARTIN BROCK


Signature of Director/Secretary
(Full name)
PATRICIA MAISIE BROCK

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

ENCUMBRANCE Document & No Mortgage H759369

SIGNATURE

in the presence of

Witness

Name

Address

Occupation

HAWK
TO SIGN

Executed by NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by being signed in Western Australia by its Attorney

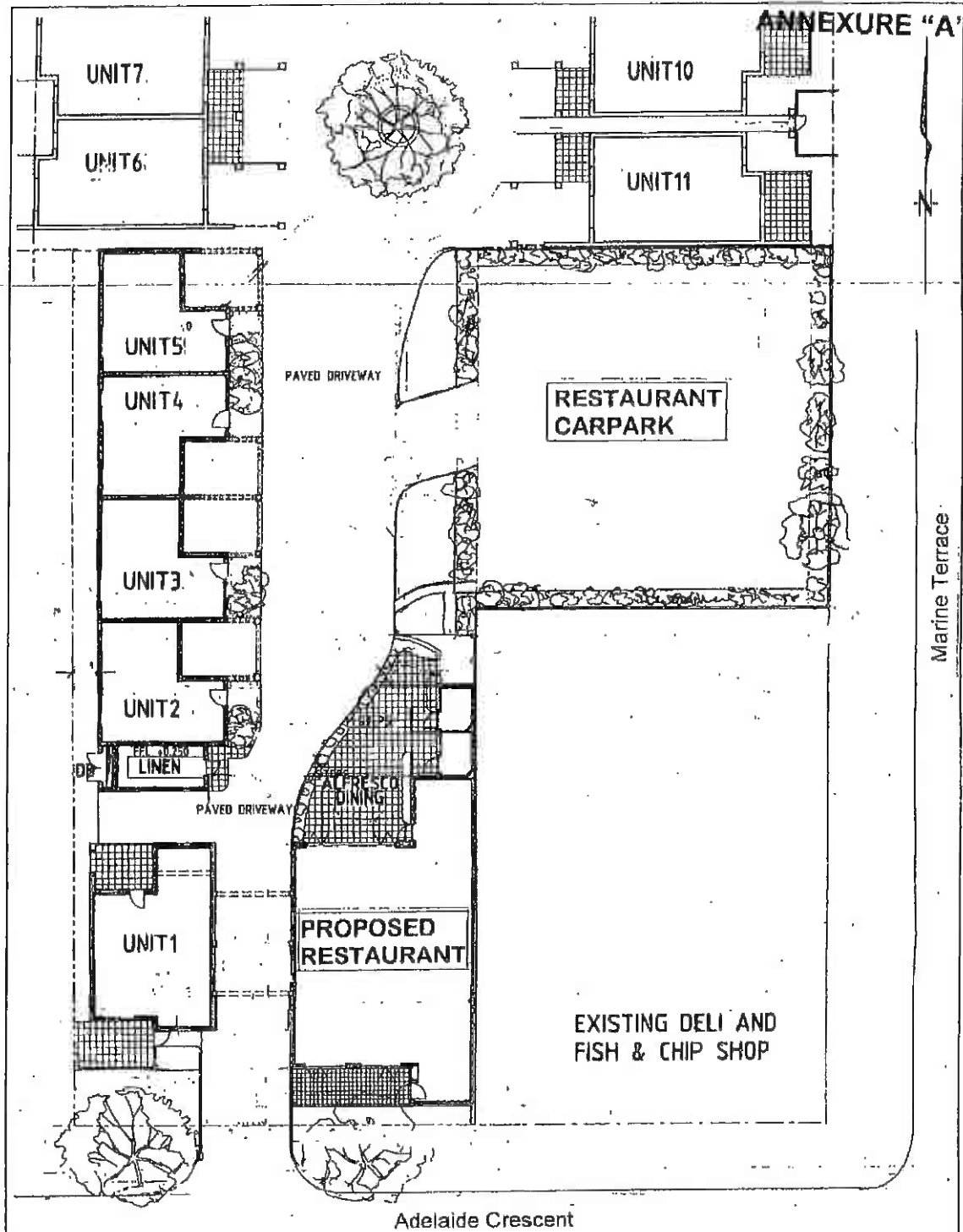
X DEAN PHILIP NELSON
under Power of Attorney No E388042
(who declares that he/she holds the office in the Bank indicated under his/her signature) in the presence of


NATIONAL AUSTRALIA BANK LIMITED
By it's Attorney

Witness: X

[Signature]

OFFICE HELD: X BANK MANAGER



| | | | |
|---|--|---|--|
| Scale 1: 300 | PROPOSED RESTAURANT LOT 202 MIDDLETON BEACH | | |
| Drawn <i>DRH</i> 21/01/05 | | | |
| HARLEY SURVEY GROUP PTY LTD PLANNING CONSULTANTS P.O. BOX 5207 116 SERPENTINE ROAD ALBANY W.A. Phone (08) 8941 7333 | | A.B.N. 77 503 764 248 A.C.N. 009 101 786 |  MAP 2 |

Directors
▲ Rod Hedderwick
▲ Mike Sauzier
▲ Sebastian Bolhuis

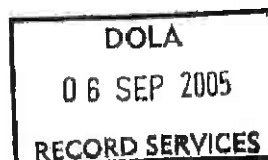
Please reply to Albany Office

Our Ref: 12750/AWC

2 September 2005

Department of Land Information
PO Box 2222
MIDLAND WA 6938

ATTN: PAUL ASPHAR



**HARLEY
SURVEY
GROUP**

Dear Paul

RE: STRATA PLAN 45553 – 20 ADELAIDE CRESCENT MIDDLETON BEACH

Further to your Requisition Notice dated 8 August 2005, please find attached the following documents, duly amended as requested:

1. ☒ Strata Plan 45553;
2. ☒ Original Management Statement;
3. ☒ Form 7;
4. ☒ Cheque in the sum of \$83.00 being the required requisition fee;
5. ☒ Cheque in the sum of \$80.00 being the lodging fee for the Management Statement

Please attend to lodging the Strata Plan together with the Management Statement and then forward the Strata Plan to Department of Planning and Infrastructure so that they may endorse their approval to the Strata Plan.

Please do not hesitate to contact me if you have any queries.

Yours faithfully

Aaron Caldwell
Operations Manager/Licensed Surveyor
Harley Survey Group Pty Ltd

Enc:

X:\12750_BROCK\12750 Correspondence\Letters\01\NDU 020905.doc

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116 Serpentine Rd (PO Box 5207)
ALBANY WA 6332
Ph 08 9841 7333 Fax 08 9841 3643
Email hsgalb@harleygroup.com.au

Harley Survey Group Pty Ltd
A/TF Harley Survey Group Unit Trust

www.harleygroup.com.au

21 Clifton St (PO Box 778)
BUNBURY WA 6231
Ph 08 9792 6000 Fax 08 9721 9611
Email hsgbny@harleygroup.com.au



LAND DEVELOPMENT CONSULTANTS

8 Fairbairn Rd (PO Box 121)
BUSSELTON WA 6280
Ph 08 9752 4400 Fax 08 9754 1678
Email hsgbsn@harleygroup.com.au

ABN 77 503 764 248
ACN 009 101 786

FORM B4

J905797 AE

07 Sep 2008 14:15:06 Midland



REG \$ 82.00

LODGED BY STRATA TITLE CONSULTANCY

1 RIVERINA DRIVE
ADDRESS ASCOT 6104

PHONE No. 92777202

FAX No. 92777202

REFERENCE No.

ISSUING BOX No. 888

PREPARED BY

ADDRESS

PHONE No.
FAX No.INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER
THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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| 5. _____ | Receiving |
| 6. _____ | Clerk |

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LAND ACT 1893 as amended on the day and time shown above
and particulars entered in the Register.Department of Land Information
Government of Western Australia

EXAMINED

CHANGE OF BYLAW



FORM 21

NOTIFICATION OF CHANGE OF BY-LAW

Strata Titles Act 1985

Section 42

THE OWNERS OF THE OWNERS OF MONET'S - ON ADELAIDE CRESCENT,
STRATA PLAN NO. 45553 hereby certify:

- * that by a resolution without dissent duly passed at a meeting of the strata company on the 31st day of Aug 2006 which became unconditional on the 31st day of Aug 2006, the by-laws in Schedule 1 to the Act.

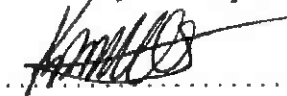

as they applied to the strata company, were added to amended or repealed as follows:-

The following by-laws are hereby added -

24. EXCLUSIVE USE OF PARTS OF THE COMMON PROPERTY

- (1) The proprietor of lot 2 is hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" by "For Exclusive Use of Lot 2". The proprietor of lot 2 shall -
 - (a) at all times and at its cost maintain and keep its exclusive use area in a clean, neat and tidy condition;
 - (b) be responsible at its cost to repair and maintain all fixtures, fittings, contained within the exclusive use area.
 - (c) not use the exclusive use area other than as a store;
 - (d) not store or permit to be stored any item that will cause a noxious odour or foul smell or attract vermin or pests.
- (2) A proprietor, occupier or other resident of lot 2 acknowledge that all items stored in the storerooms are stored at the proprietor, occupier or resident's risk and no claim may be made against the strata company or any related body for the theft, loss or damage of items.

The common seal of THE OWNERS OF THE OWNERS OF MONET'S - ON ADELAIDE CRESCENT, STRATA PLAN NO. 45553 was hereunto affixed on the 31st day of August 2006 in the presence of:

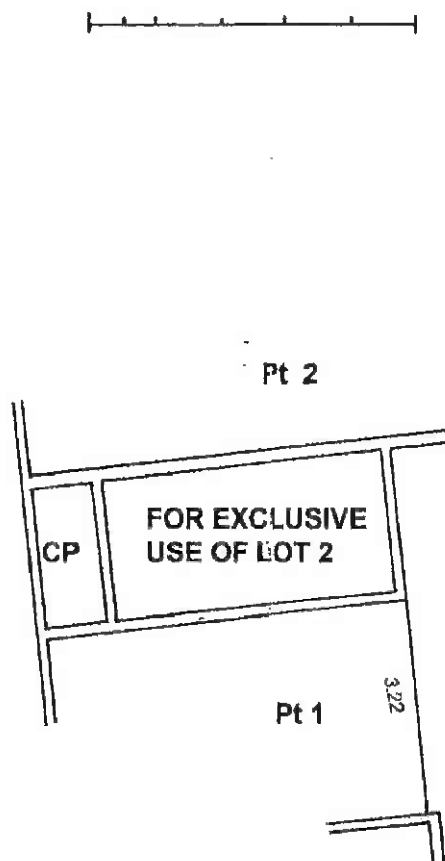

.....

.....
Members of the Council




ANNEXURE "A"


EXCLUSIVE USE SKETCH
OF PART OF
THE
COMMON PROPERTY ON STRATA PLAN 45553

↑
Scale 1 : 100



The strata of the exclusive use area is
to the inner surfaces of the walls the upper
surface of the floor and the lower surface
of the ceiling


Sketch


Correct

**MINUTES OF AN ANNUAL GENERAL MEETING
 THE OWNERS - STRATA PLAN 45553**
ADDRESS OF THE STRATA SCHEME:

 Monets on Adelaide
 Monets on Adelaide, 20 Adelaide Crescent, Middleton Beach WA 6330

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 45553 was held on 14/02/2024 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 10:02 AM.

PRESENT:

| Lot # | Unit # | Attendance | Owner Name Representative |
|-------|--------|------------|--|
| 1 | 1 | Yes | LAL Pty Ltd as Trustee for Palfrey Super Fund, David Palfrey |
| 2 | 2 | Yes | LAL Pty Ltd as Trustee for Palfrey Super Fund, David Palfrey |
| 3 | 3 | Yes | Mr A & Mrs GA Perrella Geraldine Perrella |
| 4 | 4 | Yes | David Frost & Christine Adams Christine Adams |
| 5 | 5 | Apology | Donovan & Anouska Pillai Chairperson |
| 6 | 6 | Yes | LAL Pty Ltd as Trustee for Palfrey Super Fund, David Palfrey |
| 8 | 8 | Yes | Richard & Margaret Haylett Margaret Haylett |
| 10 | 10 | Apology | Craig & Leanne Hitchcock Chairperson |
| 12 | 12 | Yes | Shane & Janine Vale Shane Vale |

Cheryl Komene from Merrifield Real Estate

CHAIRPERSON (acting): Selena Taylor

Minutes of the meeting:

1 Appointment of Chairperson for the Meeting

 Resolved that Selena Taylor be authorised to act as Chairman of the strata company for the purposes of the meeting.
 Moved: S Vale Seconded: M Haylett

2 Confirmation of Previous Minutes

Resolved that the previously circulated minutes of the General Meeting held on 1/02/2023 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: S Vale Seconded: D Palfrey

3 Consideration of Statement of Accounts

Resolved that the Statement of accounts for the period ended 31/12/2023 be adopted as presented.

Cash at Bank - Admin: \$4140.37

Cash at Bank - Capital Works: \$98,973.84

Moved: S Vale Seconded: G Perrella

4 Constitution of the Council

Amended motion 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:

Margaret Haylett; Shane Vale; Geraldine Perrella.

As there were no additional nominations, the Chairman declared the following candidates as the elected Council (unopposed):

Margaret Haylett; Shane Vale; Geraldine Perrella.

Moved: D Palfrey Seconded: S Taylor as proxy for C Hitchcock

SPECIAL BUSINESS

5 Insurance

Resolved:

- That the Rainbow Coast Insurance Brokers Financial Services Guide and the QBE Insurance (Australia) Limited Product Disclosure Statement, as tabled, be received and incorporated into the records of the Strata Company
- That the Council be directed to renew the current insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.
- That pursuant to section 53B of the Strata Titles Act, 1985 and until otherwise determined it is a function of the strata company to insure in respect of:
 - a. any building on a lot in the scheme; or
 - b. damage to property, death or bodily injury for which the proprietor of a lot in the scheme could become liable in damages;and, the strata company will comply with the provision of section 53D.

Moved: G Perrella Seconded: M Haylett

6 Valuation

Resolved that the owners accept a quote of \$620.00 from Acumentis to provide a valuation of the property for insurance purposes, with the cost of this item being included in the Budget for the year ending 31/12/2024.

The last valuation was completed in 8/03/2017.

C Adams entered the room.

Moved: S Vale Seconded: M Haylett

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 \$6,000.00 per annum.

Moved: M Haylett Seconded: G Perrella

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

A discussion took place regarding the following items:

- a. Term Deposit - transfer of Capital Works Funds to Term Deposit; - Owners agreed to keep \$20,000 in the capital works fund and add remaining funds to the term deposit. The council of owners will renew the term deposit for the period agreed.

b. By-laws - short stay (maximum of 90days in 12months) & carpeting to stairs; - a reminder to all owners that the units to are be used for short stay accomodation only and owners/occupants CANNOT live in the unit full time; and if units are renovated, carpet needs to be replaced to the staircases. A noise complaint to unit 10 has recently be made. Owners of unit 10 are in the process of getting the staircase re-carpeted.

c. Quote for new gardeners- MRE presented a quote from Steve at Tanglewoods who currently attends to Balneaire. Owners accepted his quote to maintain the lawns and gardens throughout the year plus his quotes to upgrade the gardens. It was agreed to pay for the upgrades from the Capital Works Fund. A copy of the quote has been attached for your reference.

d. Exterior appearance of buildings- MRE presented a quote from Albany Property Care to conduct a dry clean or a soft wash clean. Owners agreed to proceed with the soft wash clean and to be paid from the admin fund. Once completed MRE will organise for a spider treatment and arrange the window washing.

e. Increase strata levies for the Administration Fund levy as per the attached Proposed Budget. Owners present agreed that the increase is necessary and approved.

9 Budget

Amended motion resolved that the statement of estimated receipts and payments (budget) for the period ended 31/12/2024 be tabled and adopted, with adjustments made reduce insurance from \$13,000 to \$7300; increase lawns and gardens from \$10,000 to \$13,000; increase rubbish removal from \$3500 to \$4700; add line items for pressure cleaning \$1500 and spider treatment \$1500. Capital works Fund adjustments include new line item of \$5000 for structural repairs; landscaping /garden upgrades from \$3000 to \$6150.

Moved: S Vale Seconded: D Palfrey

10 Levy of Contributions

Resolved:

- (a) That contributions to the Administrative Fund are estimated and determined at \$45,440.00; and
- (b) That contributions to the Capital Works Fund are estimated and determined at \$4,000.00 ; and
- (c) That both contributions be payable in advance, and due on 14th March 2024.

Moved: M Haylett Seconded: G Perrella

11 Next AGM

Resolved that the AGM next year be held on Wednesday, 12th February 2025 commencing at 10.00am.

Moved: M Haylett Seconded: S Vale

12 Matters without notice for discussion and referral to the Council

MRE informed the owners that the current contractor Vancouver Waste that is contracted to empty the bins have recently changed their policy and are unable to take the bins in and out to be emptied to the roadside verge. Prior to the meeting MRE approached Shane Vale to see if he would be willing to drag the bins in and out for collection. At first Shane agreed but he has since changed his mind as he doesn't want this responsibility incase he misses a week. MRE presented a quote from Albany Waste Disposals who will supply the bins; will walk the bins in/out and empty. Owners present agreed to accept the quote. MRE will arrange for the bins to be cleaned on a regular basis.

Christine and Margaret suggested that the large crate be removed and that the bins be put in two rows so that there is walking space in between the bins so all bins can accessed to prevent bins overfilling whilst other bins remain empty. Shane will ask again for the crate to be removed.

Shane mentioned that there are spare pavers in his enclosed area. MRE will arrange for the new gardener to remove the two stumps left under the archway and get him to place pavers in these spaces. MRE will inform the new gardener to maintain the water fountain.

Owners agreed to make a line item in the Capital Works fund for Structural Repairs of \$5000. MRE will seek a quote to repair the ceiling to the front archway to where it has been damaged.

MRE presented a quote on behalf of Margaret from Glass Supplies to repair windows to her unit that are not staying open. David advised that he was unaware that this was a strata issue as he had organised a contractor to repair in the past. MRE will arrange reimbursment to David once an invoice has been provided. MRE will seek a second quote.

Attachment 3 Pg 4 of 4

Owners present informed MRE that the flyscreen door closing mechanism to unit 7 is broken so the door is constantly slamming. MRE will inform Banksia Gardens who manage that unit to repair.

Shane from unit 12, asked owners for permission to install an awning over the window near the current main door entrance of Adelaide Terrace. The purpose being that the unit 12 owners want to run a kiosk from this window. Owners present approved the idea and the installation of the awning and rollerdoor shutter to the window. MRE will submit a letter of approval on behalf of the strata to the City of Albany if requested.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:00 AM.

Approved Budget to apply from 01/01/2024

Monets on Adelaide

Monets on Adelaide, 20 Adelaide Crescent, Middleton
Beach WA 6330

Administrative Fund

| | Approved budget | Actual 01/01/2023-31/12/2023 | Previous budget |
|-------------------------------------|--------------------|---------------------------------|--------------------|
| Revenue | | | |
| Levies Due--Admin | 45,440.00 | 37,820.03 | 37,820.00 |
| Status Certificate Fees | 0.00 | 280.00 | 0.00 |
| <i>Total revenue</i> | 45,440.00 | 38,100.03 | 37,820.00 |
| Less expenses | | | |
| Admin--Management Fees--Standard | 6,000.00 | 6,000.00 | 6,000.00 |
| Admin--Other Expenses--Admin | 120.00 | 0.00 | 0.00 |
| Admin--Postage & Petties | 0.00 | 120.00 | 120.00 |
| Admin--Status Certificate Fees Paid | 0.00 | 280.00 | 0.00 |
| Insurance--Premiums | 7,300.00 | 12,787.00 | 13,000.00 |
| Insurance--Valuation | 620.00 | 0.00 | 0.00 |
| Maint Bldg--Cleaning | 1,500.00 | 0.00 | 0.00 |
| Maint Bldg--Cleaning--Windows/Glass | 1,650.00 | 1,623.60 | 1,350.00 |
| Maint Bldg--Fire Protection | 200.00 | 107.58 | 200.00 |
| Maint Bldg--General Repairs | 3,200.00 | 1,811.73 | 4,000.00 |
| Maint Bldg--Gutter Cleaning | 1,650.00 | 1,550.00 | 1,650.00 |
| Maint Bldg--Pest/Vermin Control | 1,500.00 | 0.00 | 0.00 |
| Maint Grounds--Irrigation Systems | 500.00 | 363.00 | 500.00 |
| Maint Grounds--Lawns & Gardening | 13,000.00 | 10,799.93 | 10,000.00 |
| Utility--Electricity | 500.00 | (1,354.72) | 500.00 |
| Utility--Gas | 700.00 | 365.28 | 700.00 |
| Utility--Rubbish Removal | 4,700.00 | 3,429.36 | 3,500.00 |
| Utility--Service Charge | 300.00 | 296.25 | 300.00 |
| Utility--Waste Management | 300.00 | 270.08 | 0.00 |
| Utility--Water & Sewerage | 3,200.00 | 3,358.22 | 3,000.00 |
| <i>Total expenses</i> | 46,940.00 | 41,807.31 | 44,820.00 |
| Surplus/Deficit | (1,500.00) | (3,707.28) | (7,000.00) |
| Opening balance | 4,140.37 | 7,847.65 | 7,847.65 |
| Closing balance | \$2,640.37 | \$4,140.37 | \$847.65 |

Monets on Adelaide

Monets on Adelaide, 20 Adelaide Crescent, Middleton
Beach WA 6330**Administrative Fund**

| | Approved budget 01/01/2023-31/12/2023 | Actual | Previous budget |
|--|--|---------------|----------------------------|
| Total units of entitlement | 4650 | | 4650 |
| Levy contribution per unit entitlement | \$9.77 | | \$8.13 |

Monets on Adelaide

Monets on Adelaide, 20 Adelaide Crescent, Middleton
Beach WA 6330**Capital Works Fund**

| | Approved budget | Actual 01/01/2023-31/12/2023 | Previous budget |
|--|----------------------------|---|----------------------------|
| Revenue | | | |
| Interest on Investments--Capital Works | 0.00 | 1,142.75 | 0.00 |
| Levies Due--Capital Works | 4,000.00 | 5,999.97 | 6,000.00 |
| <i>Total revenue</i> | 4,000.00 | 7,142.72 | 6,000.00 |
| Less expenses | | | |
| Maint Bldg--Structural Improvements | 5,000.00 | 0.00 | 0.00 |
| Maint Grounds--Landscaping | 6,150.00 | 3,732.50 | 3,000.00 |
| <i>Total expenses</i> | 11,150.00 | 3,732.50 | 3,000.00 |
| Surplus/Deficit | (7,150.00) | 3,410.22 | 3,000.00 |
| Opening balance | 98,973.84 | 95,563.62 | 95,563.62 |
| Closing balance | \$91,823.84 | \$98,973.84 | \$98,563.62 |
| Total units of entitlement | 4650 | | 4650 |
| Levy contribution per unit entitlement | \$0.86 | | \$1.29 |

Approved Levy Schedule to apply from 01/01/2024

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

Monets on Adelaide

Monets on Adelaide, 20 Adelaide Crescent, Middleton
 Beach WA 6330

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

| Lot | Unit | Unit Entitlement | Admin Fund | Capital Works Fund | Annual Total |
|-----|------|---------------------|--------------------|-----------------------|--------------------|
| 1 | 1 | 290.00 | 2,833.89 | 249.46 | 3,083.35 |
| 2 | 2 | 290.00 | 2,833.89 | 249.46 | 3,083.35 |
| 3 | 3 | 290.00 | 2,833.89 | 249.46 | 3,083.35 |
| 4 | 4 | 290.00 | 2,833.89 | 249.46 | 3,083.35 |
| 5 | 5 | 290.00 | 2,833.89 | 249.46 | 3,083.35 |
| 6 | 6 | 440.00 | 4,299.70 | 378.49 | 4,678.19 |
| 7 | 7 | 440.00 | 4,299.70 | 378.49 | 4,678.19 |
| 8 | 8 | 440.00 | 4,299.70 | 378.49 | 4,678.19 |
| 9 | 9 | 440.00 | 4,299.70 | 378.49 | 4,678.19 |
| 10 | 10 | 440.00 | 4,299.70 | 378.49 | 4,678.19 |
| 11 | 11 | 460.00 | 4,495.14 | 395.70 | 4,890.84 |
| 12 | 12 | 540.00 | 5,276.90 | 464.52 | 5,741.42 |
| | | 4,650.00 | \$45,439.99 | \$3,999.97 | \$49,439.96 |