

2 / 157A MIDDLETON ROAD, MOUNT CLARENCE







A SPACIOUS SURPRISE IN SOUGHT-AFTER MOUNT CLARENCE

- Solid 2004-built brick veneer & tile home set well back from road
- · Multiple living zones: lounge, family, games room
- Three garden sheds, double garage under main roof
- · Extra parking area for caravan/camper and guests
- Prime location near Middleton Beach and town centre



Lee Stonell 0409 684 653 0898414022

lee@merrifield.com.au















2 / 157A MIDDLETON ROAD, MOUNT CLARENCE



Specification

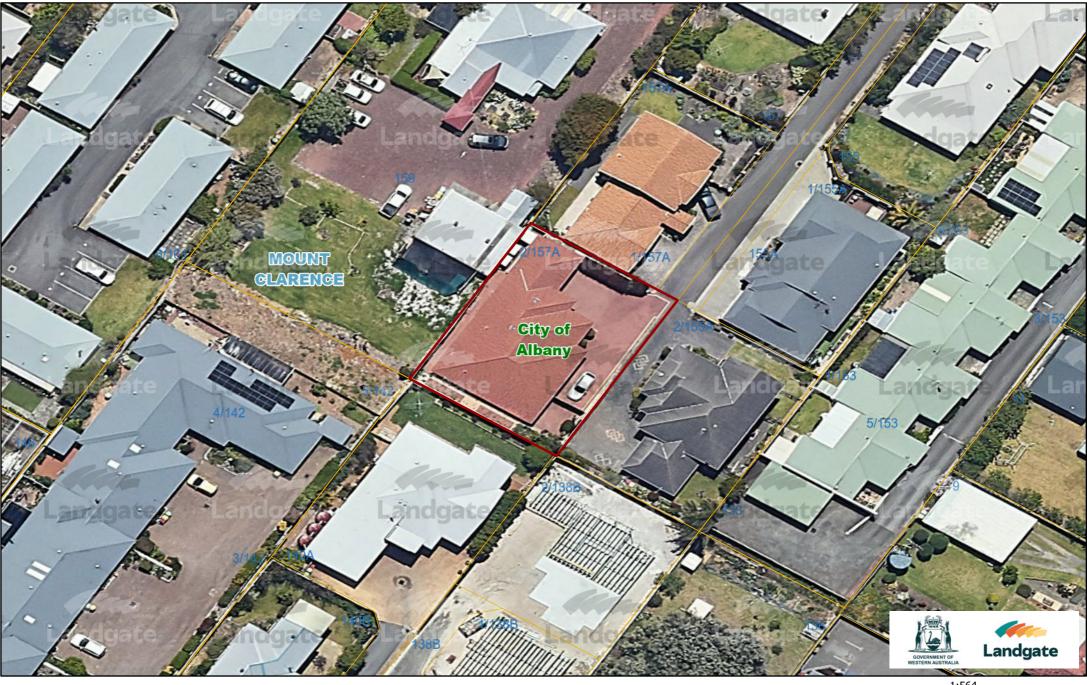
Asking Price	Offers Above \$895,000	Land Size	586.00 m2
Bedrooms	4	Restrictive Covenants	Easement Burden (refer to CT)
Bathrooms	2	Frontage	N/A
Toilets	2	Zoning	Residential, R25
Parking	2	School Zone	Albany P.S & A.S.H.S
Sheds	3x Garden Sheds	Sewer	Connected
HWS	Electric	Water	Scheme Connected
Solar	N/A	Internet Connection	NBN Available
Council Rates	\$3,308.90	Building Construction	Brick Veneer & Tile
Water Rates	\$1,603.19	Insulation	Unknown
Strata Levies	N/A	Built/Builder	2004
Weekly Rent	\$680 per week	BAL Assessment	N/A
Lease Expiry	25/07/2026	Items not included	N/A











Author:

0.02

0.027 km

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WESTERN



TITLE NUMBER

Volume Folio

2508 273

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.



LAND DESCRIPTION:

LOT 2 ON SURVEY-STRATA PLAN 42707 TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:

(FIRST SCHEDULE)

(T O764521) REGISTERED 10/6/2021

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

- 1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- 2. EASEMENT BURDEN CREATED UNDER SECTION 27A OF T. P. & D. ACT SEE SURVEY-STRATA PLAN 42707 AS CREATED ON DIAGRAM 82866.
- 3. O764522 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 10/6/2021.

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.

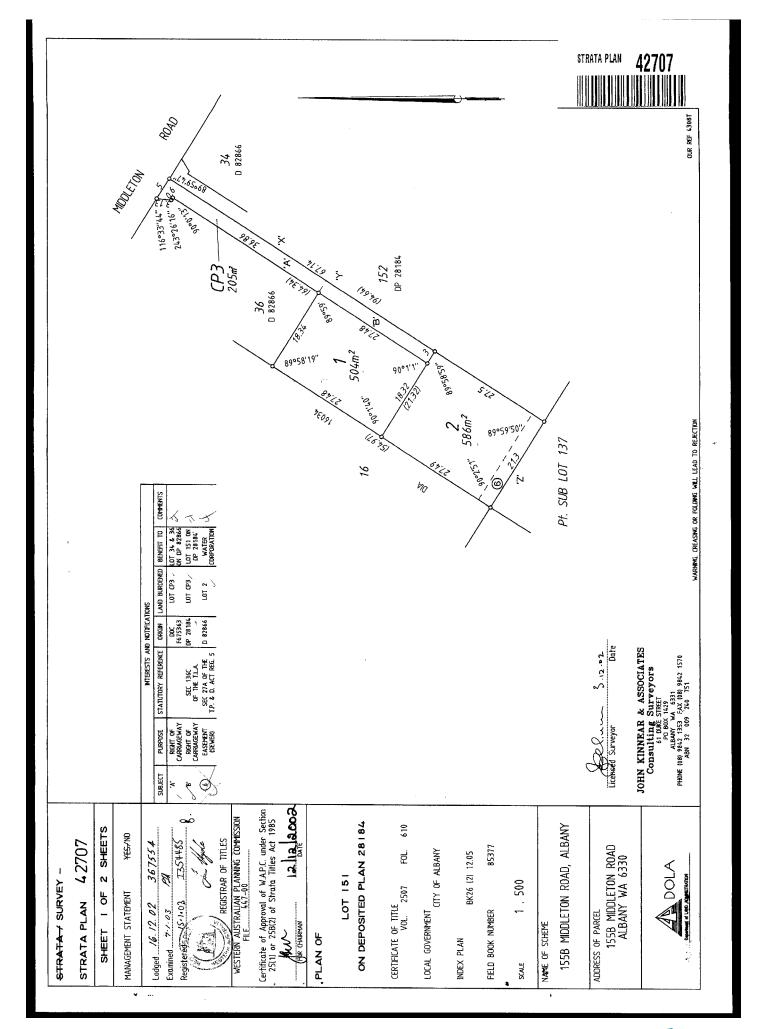
SKETCH OF LAND: SP42707 PREVIOUS TITLE: 2507-610

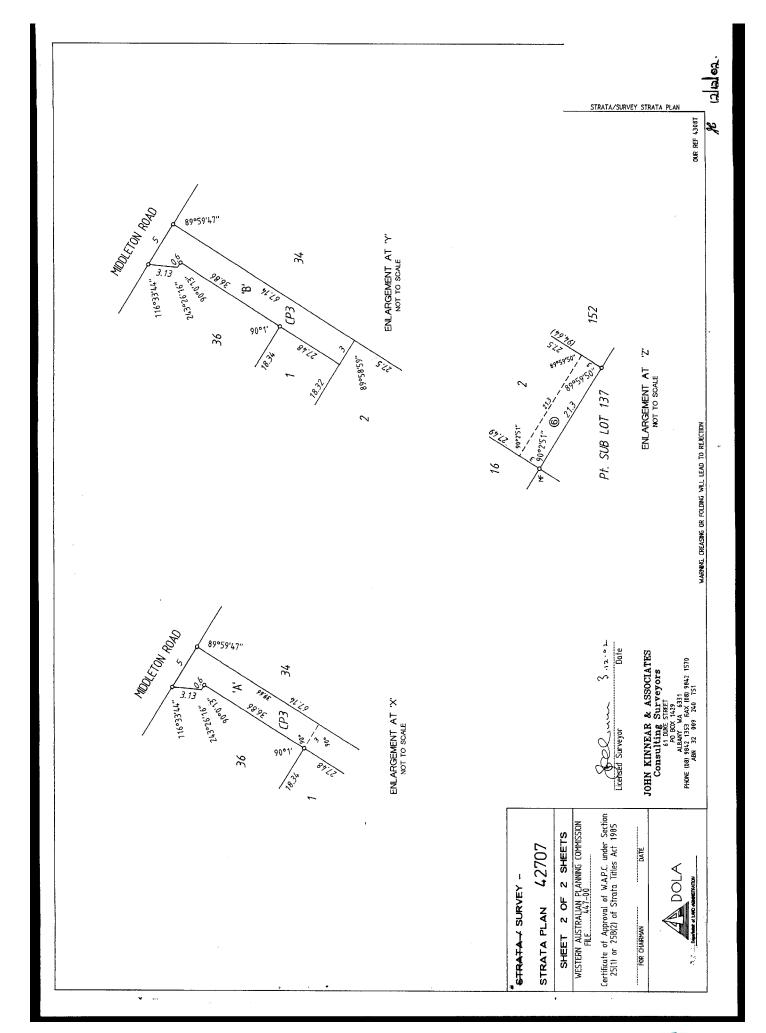
PROPERTY STREET ADDRESS: UNIT 2 157A MIDDLETON RD, MOUNT CLARENCE.

LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY

Survey Strata Plan 42707

Lot	Certificate of Title	Lot Status	Part Lot
1	2508/272	Registered	
2	2508/273	Registered	
3	N/A	Registered	





FORM 3

		STRAT	4/SURVE	Y-S	TRATA PL	AN NO. 427	07		
Schedule of	of Unit Entitlement	Office Use			Schedul	e of Unit	Office U	se Only	
		Current C	s of Title		Entitlem	ent	Current	Cs of Title	
Lot No.	Unit Entitlement	Vol. Fol. Lot No.		Unit Entitleme	nt	Vol.	Fol.		
1	75	2508	272						
2	95	2508	273.						
СРЗ	Common Property								
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*									
,									
				A	ggregate	170			

DESCRIPTION OF PARCEL AND BUILDING/PARCEL

Lot 151of Albany Sub Lot 137 on Deposited Plan 28184 Subdivided into two lots as shown on form 1.

CERTIFICATE OF LICENSED VALUER STRATA/SURVEY STRATA

L PETER MAXWELL BROWN	, being a Licensed Valuer licensed under the Land
Valuers Licensing Act 1978 certify that the unit entitlement o	f each lot (in this certificate, excluding any common property lots), as
	entitlement of all lots delineated on the plan a proportion not greater
	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 a	
10701	Nec Mean.
Date	Signed

FORM 6

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

SURVEY-STRATA PLAN No. 42707

DESCRIPTION OF PARCEL

Lot 151 of Albany Sub Lot 137 on Deposited Plan 28184 Subdivided into two lots as shown on form 1.

CERTIFICATE OF SURVEYOR

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

- (a) the plan is a correct and accurate representation of the survey carried out *by me personally/or under my own personal supervision, inspection and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors* (*Guidance of Surveyors*) Regulations 1961 and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors* (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged; and

*(d)	if the plan is a plan of re-subdivision, it complies with Schedule 1
	by-law(s) No(s) on Strata Plan No.
	registered in respect of (name of scheme)
	or sufficiently
	complies with that/those by-law(s) in way that is allowed by
	regulation 36 of the Strata Titles General Regulations 1996.

/o.12.0 V

*Delete if inapplicable

DOC: \C\MYDOC\LET\DEC.4308.SURVEYOR.FORM3

Cor. 52/03 VI, Pg. 3

Licensed Surveyor



Signature of Registrar of Titles REGISTRAR OF TITLES Regist'd Instrument Number Nature SCHEDULE OF DEALINGS ON STRATA / SURVEY - STRATA PLAN FORM 8 OF STRATA / SURVEY - STRATA PLAN NO. Dealings registered or recorded on Strata + Survey - Strata Plan Note: Entries may be affected by subsequent endorsements. ANNEXURE.

FORM 8

Transfer F675363 Easement burden. Easement burden - see Deposited Plan 26184. Easement burden as shown on DP 28164 as created on Diagram 82666.		Beniet'd S			3	Cancellation		
F675363 Easement burden. Easement burden - see Deposited Plan Easement burden as shown on DP 28164 on Diagram 82866.			Signature of		5			
Easement burden - see Deposited Plan Easement burden as shown on DP 28164 on Diagram 8266.		1	gistrar or rues	Nature	Number	Regist'd	Time	Signature of Registrar of Titles
s shown on DP 28164	16	16.9.54						
s shown on DP 28164								
on Diagram 828666.	28164							

Note: Entries may be affected by subsequent endorsements.



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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



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

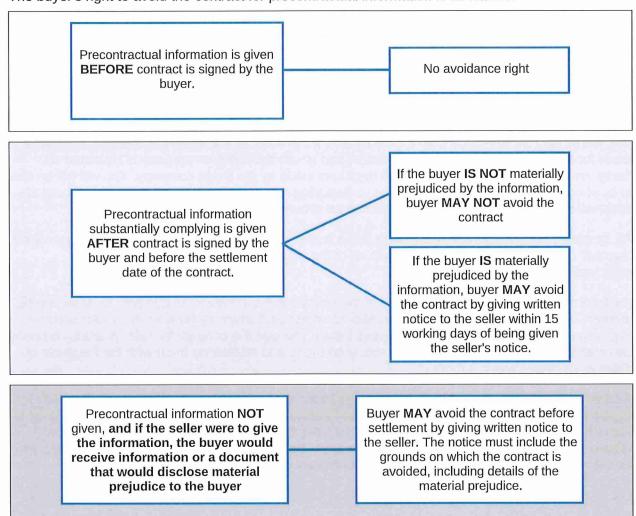
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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





Avoidance rights for notifiable variations

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

Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation

• 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.

Type 2 Notifiable Variation

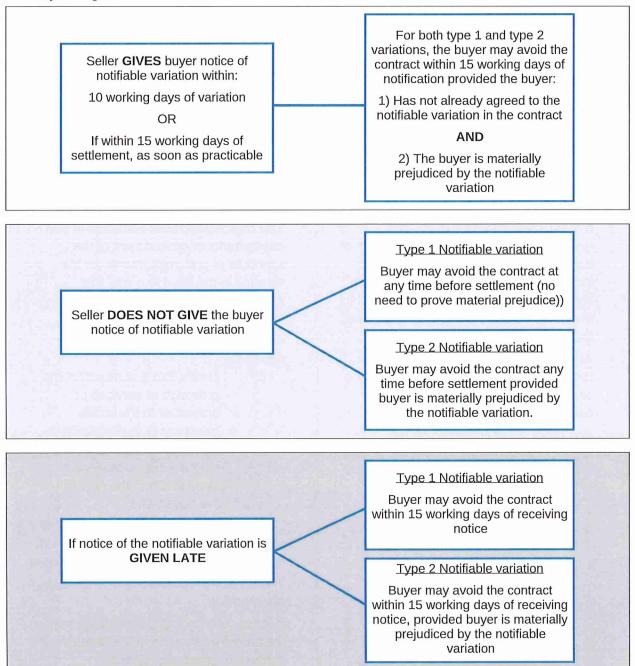
- The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation).
- The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation).
- The strata company or a scheme developer-
 - (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	
Address Talanhana/m	
Telephone/m	
Name	
Address	
Telephone/mobile	Email
Scheme Information	The term 'scheme' includes strata and survey-strata schemes
Scheme Details	
Scheme name	155B Middleton Road, Albany (Owners of SP 42707)
Name of the strata company	Owners of Survey Strata Plan 42707
Address for service of the strata company (taken from scheme notice)	155B Middleton Road, Albany WA 6330
Name of Strata Manager	Not Applicable
Address of Strata Manager	Not Applicable
Telephone/Mobile	Not Applicable
Email	Not Applicable
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 registration of the scheme				
If there is a registered scheme	notice, the e	xpiry day for the	e leasehold scheme is	
For any attachments, please the right-hand side of this doc		attachment nun	nber in the column titled 'Att.' on	Att.
Scheme Documents (must	be attached	d)		
Schemes created on or after (Schemes created before 1/5 scheme name or address wa	1/2020 only h	navė to provide	a scheme notice if a change of	
A copy of the scheme plan sh	nowing the e	xact location a	nd definition of the lot	1
A copy of the scheme by-law	S			2
A copy of the scheme by-law Landgate	s made but ı	not yet register	ed by the Registrar of Titles at	
Do the scheme by-laws include	de staged sı	ubdivision by-la	ws ✓ no 🗌 yes	
☐ If yes, they are included w	vith this form	1		
If yes, they are not include are spent has been provide		ce concerning	staged subdivision by-laws that	
A copy of the schedule of uni sum of unit entitlements of all	t entitlement I the lots in t	ts showing the he scheme	unit entitlement of the lot AND	1
If this is a leasehold lot, a cop	by of the stra	ata lease for the	e lot	
Additional comments:				_
Minutes (choose one option	n)			
A copy of the minutes of t extraordinary general med		ent annual gen	eral meeting and any subsequen	t
\checkmark A statement that the strate	a company d	does not keep r	ninutes of its meetings*	_3_
☐ A statement of why the se	eller has bee	n unable to obt	ain the minutes	
Additional comments: 2 Lot so	cheme so not re	quired to keep minu	ites	
Statement of accounts (cho	ose one or	otion)		
☐ The statement of account	s last prepai	red by the strat	a company	
\checkmark A statement that the strate	a company (does not prepai	re a statement of accounts*	_3_
A statement of why the se	eller has bee	n unable to obt	ain a statement of accounts	• .
statements of account, and s allowed to have a by-law exe scheme, write that down in th	ection 140(2 mpting them nese fields.	P) provides that In from these red	quirements. If this applies to the	r
Additional comments: 2 Lot so	cheme so not re	quired to keep state	ements of account	_



Termination proposi	al					
Has the seller receive in relation to any curre				no	yes	
If yes, attach a copy.						
Lot information (cho This lot is on a reg						Att.
☐ This lot has not ye	t been created					
This lot is a leasely (being the expiry day Street address of the	of the scheme set		eme notice)			
2/157A Middleton Road, Mo	•					
Lot 2 on scher						
(The lot owner will also	•	— ommon property	of the scheme)			
Voting right restricti	ons					
Does the contract cor meaning in regulation 2019? *	itain any voting right 103 of the <i>Strata</i>	ht restriction w Titles (Genera	hich has the l) Regulations	✓ no	yes	
If yes, describe the re	striction					
* A voting right restriction an enduring proxy or po			e buyer to grant			
Exclusive use by-law	vs					
This lot is a 'special lo exclusive use of an ar			ws giving	✓ no	yes	
If yes, please give det	ails					-
Strata levy/contribut	ions for the lot (c	hoose one op	otion)			
(Local government rates	are payable by the l	lot owner in add	ition to the strata	levy/cont	ributions)	
Contributions that	have been determ	ined within the	previous 12 m	onths		
✓ If not determined,	estimated contribu	tions for 12 m	onths after prop	osed se	ttlement date	
	Actual (\$)	<u>OR</u>	Estimated (\$) the proposed	12 mon	iths after ent date	
Administrative fund:	0					
Reserve fund:	0					
Other levy (attach details)						
✓ Actual ☐ Estima	ated total contributi	on for the lot	\$ 0			
Payable \square annually						
Due dates	on		on			
	on		on			
Strata levy/contribut	tions/other debts	owing				
If the seller has a deb	t owed to the strata	a company, th	e total amount	owing is	\$	
If the seller has a deb		5 5			\$	



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 The scheme developer is defined as: • The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme	Att.
 The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply 	
This part applies where the seller of the lot is a scheme developer in any of the following circumstances:	
The scheme has not been registered	
 The first annual general meeting of the strata company has not been held 	
 The scheme developer owns 50% or more of the lots 	
 The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme 	
Statement of estimated income and expenditure	
A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.	
Additional comments:	
Agreements for amenity or service	
Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?	
If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company	
Additional comments:	
Lease, licence, exclusive right or use and enjoyment or special privilege over common property	
Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?	
If yes, attach details including terms and conditions.	
Additional comments:	
Section 79 Disclosure of remuneration and other benefits	
Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?	



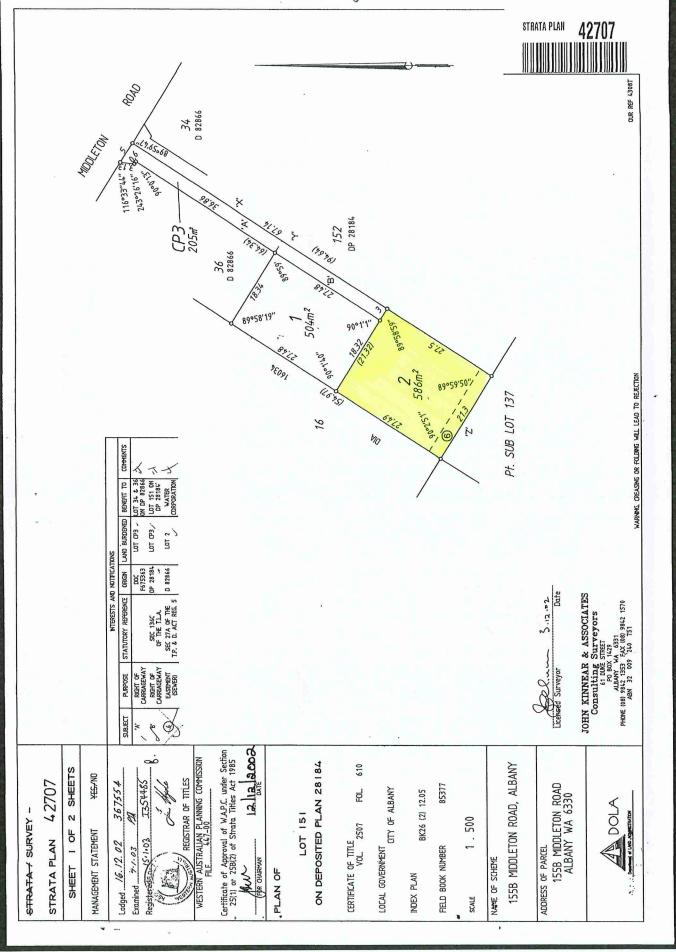
¹ Select one.

Approved Form 2022-938 Effective for use from: 07/01/2022

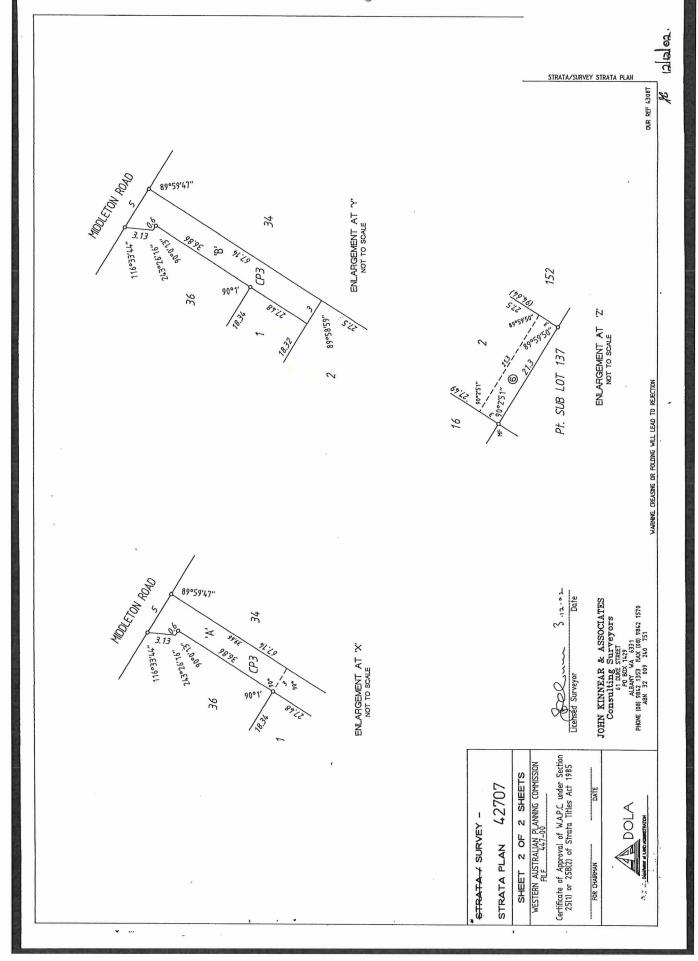
and/or the	y other direct or indirect pecuniary interest the scheme developer ir associate has in the contract, lease or licence other than as a fithe strata company?
disclosed i	ch details of any remuneration, other benefit and/or pecuniary interest n accordance with s.79 of the Act, including its value. comments:
	cknowledgement by seller and buyer
	ents by the seller and buyer relate to the following precontractual disclosures:
	general information about strata titles schemes. This information can be included in a at is separate from the rest of the contract; and
	information specific to the sale of a strata lot. This information can be included in a
separa	te form, or within the contract in a prominent position. e Part A and Part B disclosures can be provided electronically if the buyer has consented
to this.	e rait A and rait B disclosures can be provided electronically if the buyer has consented
	y the seller(s) / seller's representative
	, hereby certify that Part A and Part B of the required precontractual disclosures were giver efore the buyer signed the contract of sale.
to the buyer b	Power signed the contract of sale.
Signature	
Name	
Date	25/10/2025
Signature	
Name	
Date	23/10/2025
☐ I / ☐ We¹ precontractua ☐ I / ☐ We¹ not an offer or	y the buyer(s) / buyer's representative, the buyer/s, acknowledge that \Box I / \Box we¹ received Part A and Part B of the required disclosures before \Box I / \Box We¹ signed the contract of sale. Funderstand that the disclosures given by the seller(s) or by the seller's representative are a contract to purchase a lot (though they may be included in such contract) but only lation to \Box me / \Box us¹.
Signature	<u> </u>
Name	
Date	
Signature	
Name	
Date	

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

Attachment 1 - Page 1 of 7



Attachment 1 - Page 2 of 7



Attachment 1 - Page 3 of 7

FORM 3

		STRATA		Y-S		AN NO. 427	07		
Schedule o	of Unit Entitlement	Office Use			Schedul	e of Unit		Jse Only	
		Current C	s of Title		Entitlem	ent	Curren	t Cs of Title	1
Lot No.	Unit Entitlement	Vol. Fol. Lot No. Unit		Unit Entitlemer	nt,	Vol.	Fol.		
1	75	2508	272			· I			
2	95	2508	273.	7					
СРЗ	Common Property								
					1 4				
					4, 4		- 315		
				A	ggregate	170			

DESCRIPTION OF PARCEL AND BUILDING/PARCEL

Lot 151of Albany Sub Lot 137 on Deposited Plan 28184 Subdivided into two lots as shown on form 1.

CERTIFICATE OF LICENSED VALUER -STRATA/SURVEY STRATA

DESCRIPTION MANAGER T. DDOGM	
I, PETER MAXWELL BROWN	, being a Licensed Valuer licensed under the Land
Valuers Licensing Act 1978 certify that the unit entitlement	of each lot (in this certificate, excluding any common property lots), as
stated in the schedule bears in relation to the aggregate un	it 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.
,	The state of the s
10.7.01	Net Mican.
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Attachment 1 - Page 4 of 7

FORM 6

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

SURVEY-STRATA PLAN No. 42707

DESCRIPTION OF PARCEL

Lot 151 of Albany Sub Lot 137 on Deposited Plan 28184 Subdivided into two lots as shown on form 1.

CERTIFICATE OF SURVEYOR

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

- (a) the plan is a correct and accurate representation of the survey carried out *by me personally/or under my own personal supervision, inspection and field check, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors* (*Guidance of Surveyors*) Regulations 1961 and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors* (*Guidance of Surveyors*) Regulations 1961 and the relevant law in relation to which it is lodged; and

*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1
by-law(s) No(s) on Strata Plan No
registered in respect of (name of scheme)
or sufficiently
complies with that/those by-law(s) in way that is allowed by
regulation 36 of the Strata Titles General Regulations 1996.

/0.12.0V

*Delete if inapplicable

Cor. 52/03 VI, Pg. 3

Scensed Surveyor

DOC: \C\MYDOC\LET\DEC.4308 SURVEYOR FORM

Attachment 1 - Page 5 of 7

ANNEXLIRE A OF STRATA SURVEY - STRATA PLAN No			R	GISTRAF	REGISTRAR OF TITLES
NGS ON	PLAN				
Dealings registered or recorded on Strata / Survey - Strata Plan		Instrument	ent		Signature of
	Nature	Number	Regist'd	Time	Registrar of Litle
					Lv
					II.
					9
					ľ
					u E
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Attachment 1 - Page 6 of 7

Easement burden. Easement burden - see Deposited Plan 2818 Easement burden as shown on DP 28164 as c on Diagram 82666.		REGISTRAR OF TITLES		tion	Signature of Registrar of Titles												
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FORM 8 SCHEDULE OF ENCUMN Easement burden - see Deposited Plan 28184, Easement burden as shown on DP 28184 as created on Diagram 82866.			RANCES ET			16.9.54											
	FORM 8	OF STRATA J SURVEY - STRATA PLAN No. 427.07	SCHEDULE OF ENCUM			F675363 Easement burden.	Easement burden	on DP 28164 as	on Diagram 82866.								
		ANNEXURE		Instrument	Nature	Transfer											

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Survey Strata Plan 42707

Lot	Certificate of Title	Lot Status	Part Lot
1	2508/272	Registered	
2	2508/273	Registered	
3	N/A	Registered	

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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) 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.

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-bylaw (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-bylaw, 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.

(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;
 - 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-bylaw (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-bylaw (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

Election of council.

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

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- (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by-
 - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - 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.

- The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
 - (2) A person-
 - (a) shall not be appointed to an office referred to in sub-bylaw (1) of this by-law unless he is a member of the council; and
 - (b) may be appointed to one or more of those offices.
 - (3) A person appointed to an office referred to in sub-bylaw (1) of this by-law shall hold office until-
 - (a) he ceases to be a member of the council;
 - (b) receipt by the strata company of notice in writing of his resignation from that office; or
 - (c) another person is appointed by the council to hold that office,

whichever first happens.

(4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

Chairman, secretary and treasurer of strata company

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

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Meetings of council.

- 8. (1) At meetings of the council, all matters shall be determined by a simple majority vote.
 - (2) The council may-
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council 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.
 - (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.
 - (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.
 - (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.
 - (6) The council shall keep minutes of its proceedings.

Powers and duties of secretary of strata company.

- 9. The powers and duties of the secretary of a strata company include-
 - (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
 - (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.

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

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- (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.
 - (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
 - (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.
 - (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.
 - (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

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- registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

Proceedings at general meetings.

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

Restriction on motion or nominating candidate.

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

Votes of proprietors.

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

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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.
	SCI	HEDULE 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	3.	Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-
property.		(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	7.	A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-
items.		(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.

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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 hullding:
 - (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.

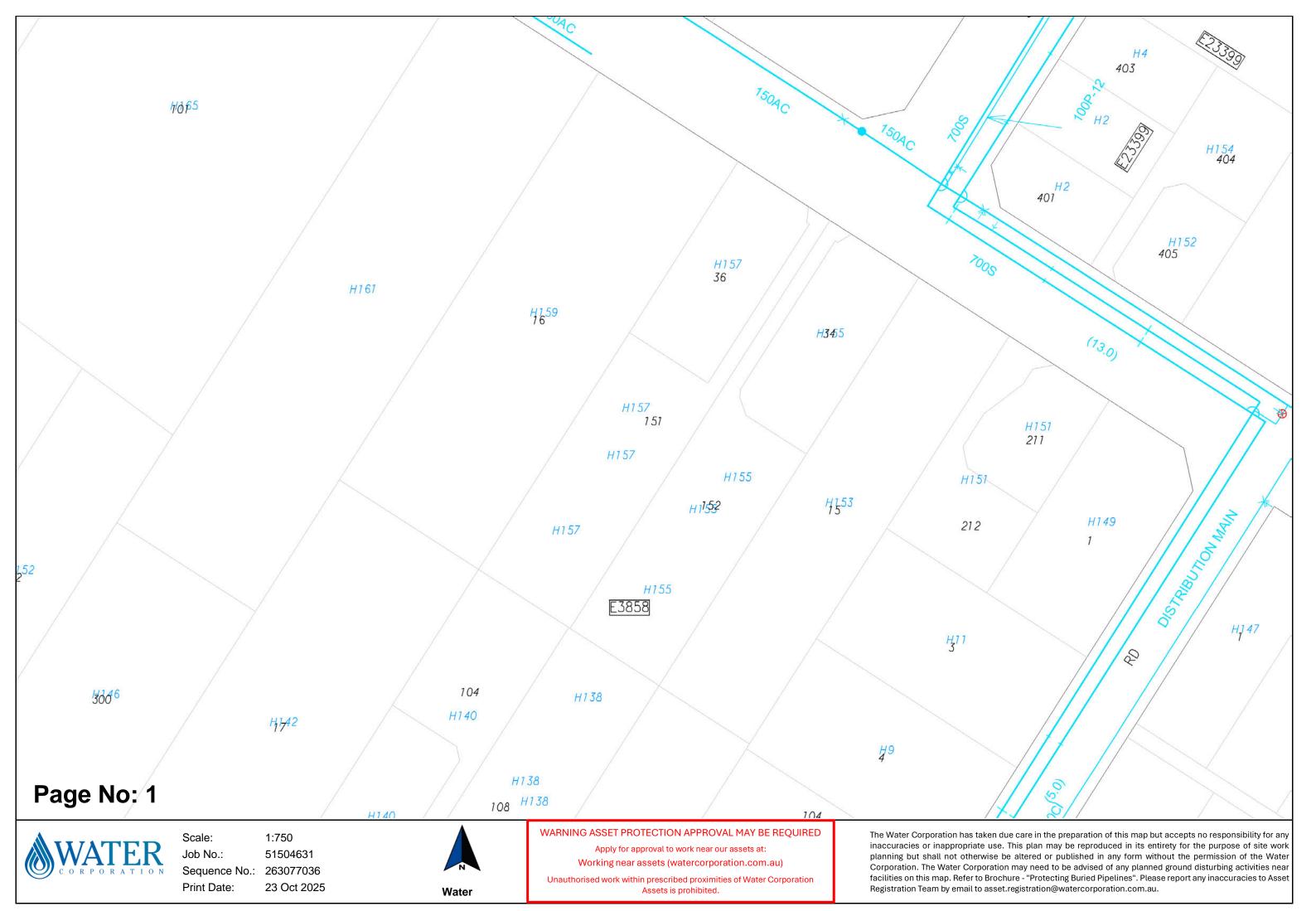
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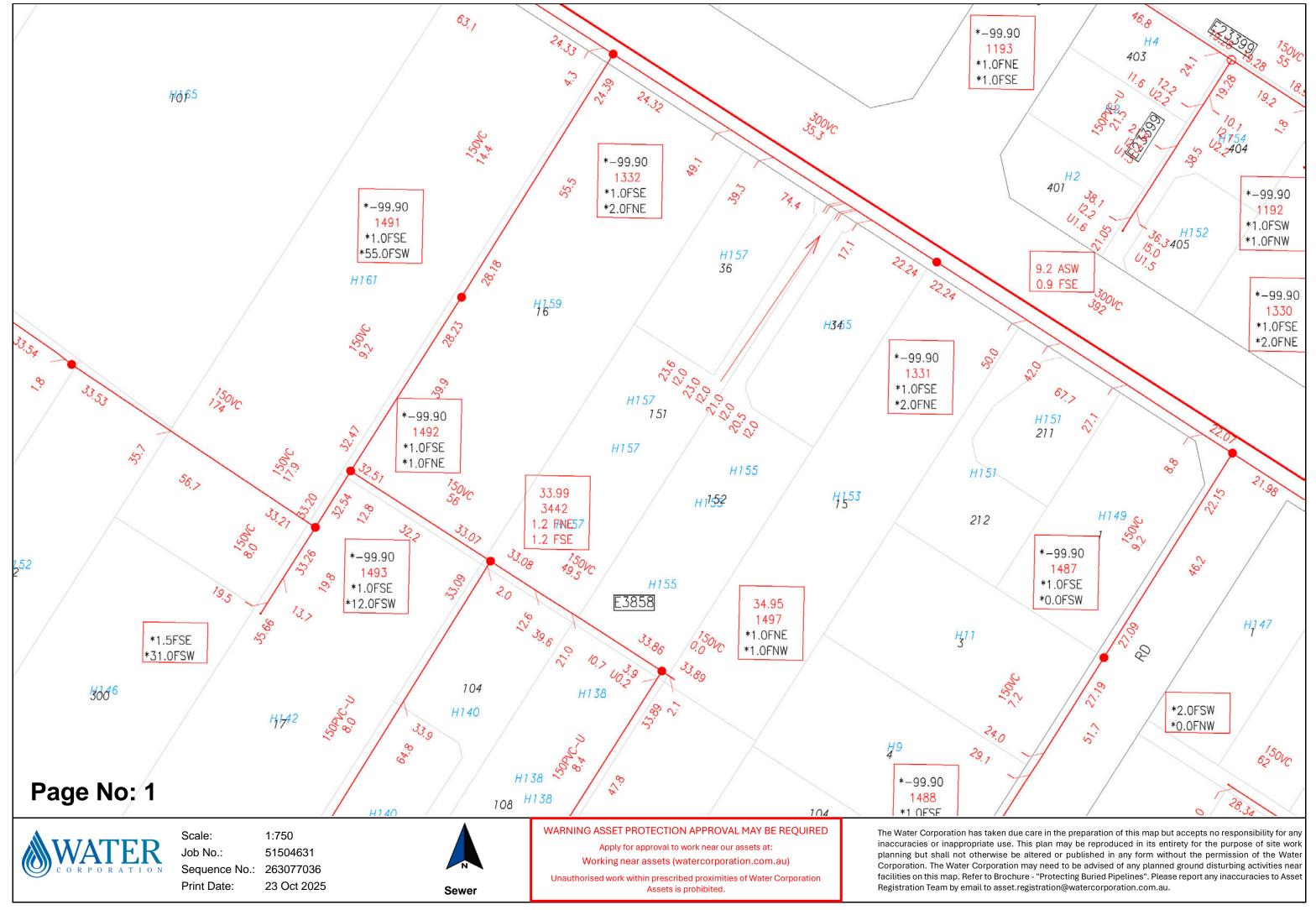
Precontractual Disclosure Statement to the Buyer REIWA Statements relevant to Part B





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Plan Legend (summary) INFORMATION BROCHURE

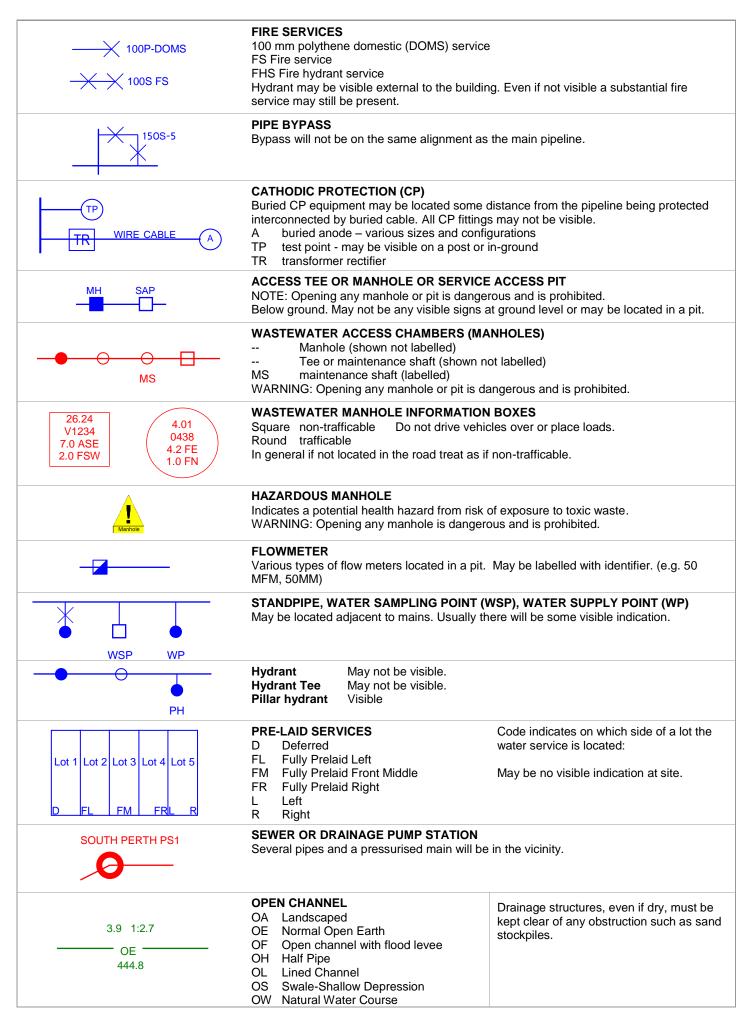


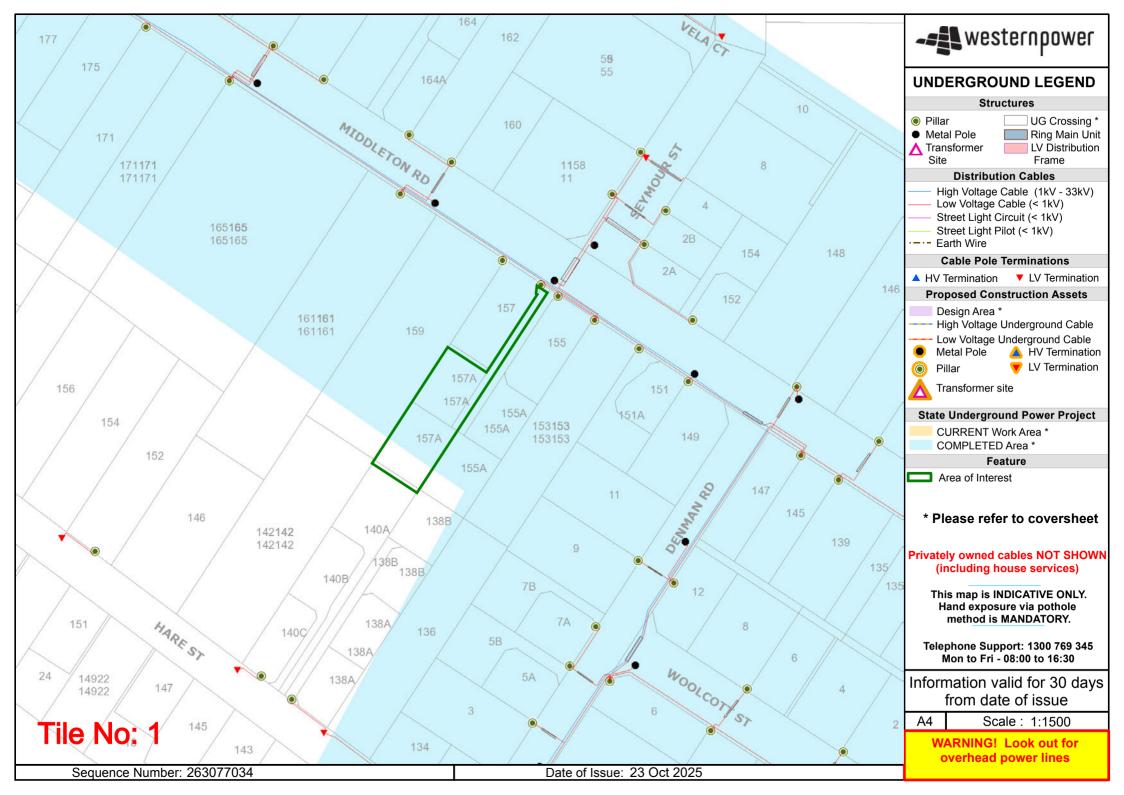
This legend is provided to <u>Dial Before You Dig</u> users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from <u>www.watercorporation.com.au</u>. (Your business > Working near pipelines > Downloads)

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

WATER, SEWERAGE AND DRAINAGE PIPELINES 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. Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth. **CANNING TRUNK MAIN** pressure main P.M. M.S. main sewer rising main (i.e. drainage pressure main) R 100AC GEYER PL P.M. AG47 Common material abbreviations: AC asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged. CI cast iron 450RC 50 glass reinforced plastic **GRP** R · PVC - class follows pipe material (e.g.100P-12) 147.8 RC reinforced concrete steel S VC vitrified clay NON-STANDARD ALIGNMENT Pipes are not always located on standard alignments due to local conditions. (i.e. Other (3.0)than 2.1 m for reticulation mains and 4.5 m for distribution mains.) OTHER PIPE SYMBOLS MWA12345 or PWD12345 or CK43 Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only. **CONCRETE ENCASEMENT, SLEEVING AND TUNNELS** CONC ENC May be in different forms: steel, poured concrete, box sections, slabs. 100S SL 150AC 150F 5.0 20. 225SU **CHANGE INDICATOR ARROW** Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC). 150AC 150AC **PIPE OVERPASS** The overpass symbol indicates the shallower of the two pipes. **VALVES** 150DAV 250PRV 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. Valves may be shallower than the main or offset from it. e.g. A scour valve (SC) may 100SC have a pipe coming away from main pipeline on the opposite side to that indicated on the plan.







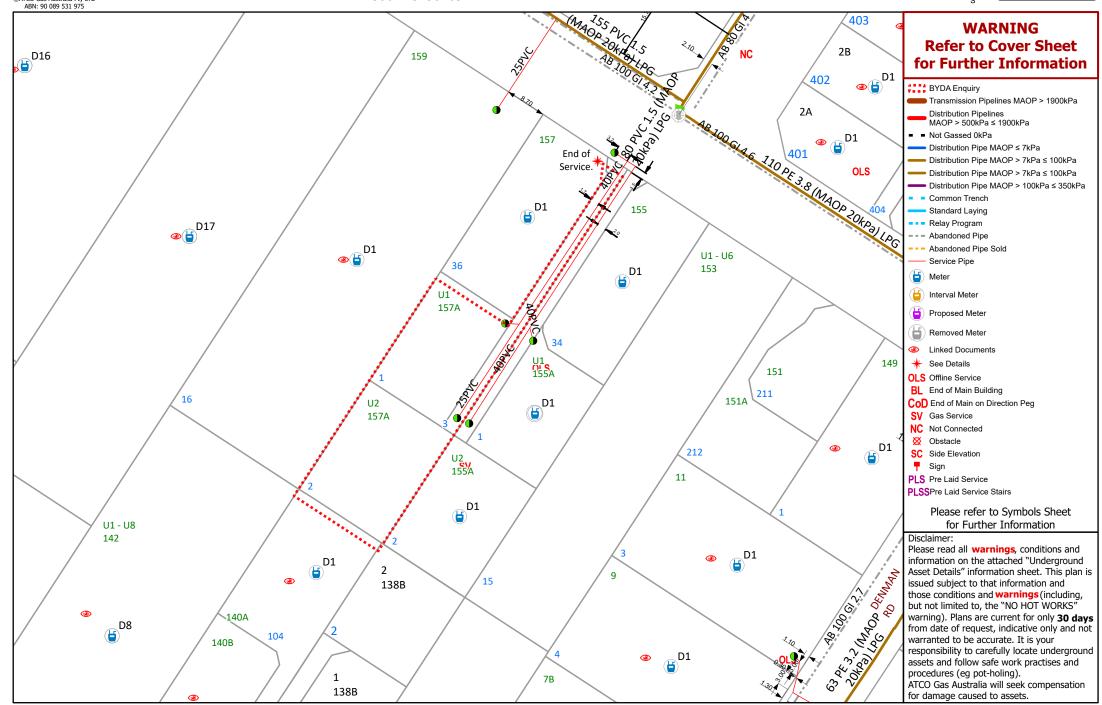
Date: 23/10/25 (valid for 30 days)

Seq # 263077035 Job # 51504631 BYDA Location: Unit 2 157a Middleton Rd Mount Clarence 6330

Scale: 1:800







part or parts of the Documents or Information.

- e) By using any Document or Information, each Recipient is taken to represent and warrant to ATCO that the Recipient will comply with the conditions and other terms referred to in the Documents or Information, including but not limited to conditions that:
 - the Recipient Must comply with the conditions in numbered paragraphs 1 to 4 above and this paragraph 5;
 - as between ATCO and each Recipient, ATCO owns the Information and all rights and title in and to the Information are to remain vested in ATCO;
 - iii) no Recipient has any right, title or interest in the Information or, except as expressly provided for in the Documents, any license or right to copy, alter, modify, publish or otherwise use or deal with the Information without prior written approval from ATCO:
 - iv) ATCO makes no representation and gives no warranty as to its right to disclose any Information;
 - v) the Recipient relies on any Information entirely at its own risk and expense;
 - the Recipient Must undertake its own independent due diligence and investigations in relation to the Information;
 - vii) none of ATCO or their respective Associates owes the Recipient any duty of care in respect of the Information; and
 - viii) none of ATCO or their respective Associates is under any obligation to correct, update or revise any Documents or Information.

GAS MAIN AND SERVICE IDENTIFICATION

LEGEND

- 1. Critical Asset (See WARNINGS page 1)
- 2. Pipe Diameter (millimetres)
- 3. Pipe Material

CI = Cast Iron PE = Polyethylene

GI = Galvanised Iron PVC = PVC

ST = Steel

- 4. Alignment (in metres from property line)
- 5. Pressure in main (MP 70 kPa = Medium Pressure and MAOP (Maximum Allowable Operating Pressure)
- Off-line Service service may not be straight line to meter. (WARNING – OLS may not always be shown on plan. See item Error: Reference source not found above)
- 7. Service Valve in the vicinity

(NOTE: Service Valve may be "BURIED")

- 8. Pre-laid Service laid in Common Trench
- 9. Main Status: (See WARNINGS page 1)

9a. AB = Abandoned Mains

9b. PROP = Proposed Mains

10. Customer Connection: Does not indicate actual location of Meter Position

D2 (D = Domestic & 2 = Number of Meters)

C1 (C = Commercial & 1 = Number of Meters)

- 11. Additional detail available and Must be obtained if within area of proposed works see page 2 above.
- 12. Depth of Cover (DOC) in metres.

900 138 138 (12) 2 D1 650 = D1 69 160 2 • D1 648 D1 585 = D2 (6) 586 D = D2 647 D1 587 583 D = D2 264 646 D1 200 262A (10) 2628 (9b **1**01 260

IF UNSURE, PLEASE CONTACT ATCO ON 1300 926 755



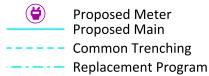
SYMBOLS SHEET **GAS UTILITY NETWORK**

EXISTING GAS NETWORK Transmission Pipelines Distribution Pipelines Distribution Pipe MAOP 350kPa

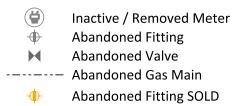
 Distribution Pipe MAOP 70kPa Distribution Pipe MAOP 7kPa

--- Not Gassed (none) Service Pipe

PROPOSED GAS ASSETS



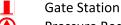
ABANDONED GAS NETWORK



Abandoned Valve SOLD

Abandoned Gas Main SOLD

COMPOUNDS



Pressure Reducing Station

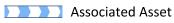
L.P.G. Tank Hydrogen Plant

VALVES

!	Isolation Valves		
	Service Valves		
MONITORING DEVICE			

Flow Monitoring Device **Pressure Monitoring Device**

ASSOCIATED INFRASTRUCTURE



DUCTS AND SLEEVES



REGULATOR SETS

Regulator Set Boundary Regulator Δ

DELIVERY POINTS

Meter

Interval Meter

Meter Set

PIPE JUNCTIONS

End Cap

Expansion Joint

Reducer

Tee

-0-Transition

Weld

Monolithic Joint

 \otimes Stopple Odorizer **Junctions**

PROTECTION DEVICES

Test Point \Box

(A)Anode

(R)Rectifier

FEATURES

SC	Side Elevation	③	Linked Document		Reference Line		Not Gassed
፟፟፟፟፟	Obstacle	PLS	Pre-Laid Service		Gas Pit	[Suburb
*	See Details	PLSS	Pre-Laid Service Stairs	DOC_ 1.2m ▶	Arrow Pointer	;	Suburb
NC	Not Connected	PLST	Pre-Laid Service Tee		Proving Location		Local Government
SV	Gas Service	BL	Asset end on Main		Troving Location		
–	Sign	CoD	Asset ends on Direction Peg		Pressure Upgrade	?	

Asset Identifaction Legend

Offline Service

- Critical Asset (See Cover Sheet WARNINGS)
 Pipe Diameter (millimetres)
- 2. 3. Pipe Material:

0LS

PE = Polyethylene, GI = Galvanised Iron, Cl = Cast Iron PVC = PVC, ST = Steel Alignment (in metres from property line)

4.

Pressure in main & Gas Type
5a) MAOP (Maximum Allowable Operating Pressure) 5b) Gas Type:

NG = Natural Gas.

H2B = Natural Gas Blended with % Hydrogen.

LPG = Liquefied Petroleum Gas.

Off-line Service service may not be straight line to meter. (WARNING OLS may not always be shown on plan). 6.

See Cover Sheet for More Informattion.

7. Service Valve in the vicinity (NOTE: Service Valve may be "BURIED")

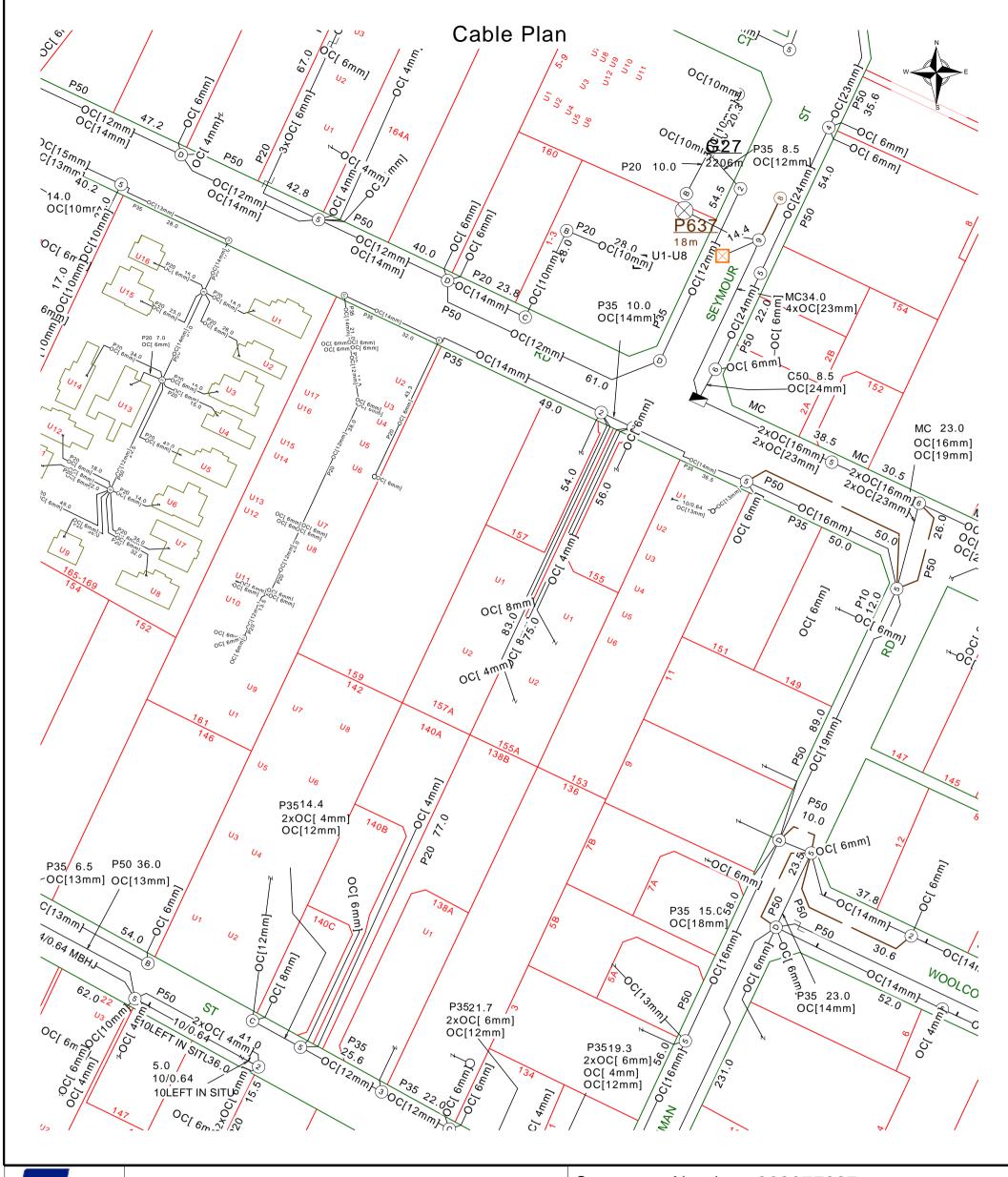
8. Pre-laid Service laid in Common Trench

Main Status: (See Cover Sheet WARNINGS) 9. 9a. AB & ABS = Abandoned Mains, Ab Sold. 9b. PROP = Proposed Mains

Customer Connection: Does not indicate actual location 10. of Meter Position D2 (D = Domestic & 2 = Number of Meters)

C1 (C = Commercial & 1 = Number of Meters) 11. Additional detail available and Must be obtained **if within area of proposed works see Cover Sheet.** Depth of Cover (DOC) in metres.





Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-Ph - 13 22 03

Email - Telstra.Plans@team.telstra.com

Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 23/10/2025 13:17:18

Sequence Number: 263077037

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

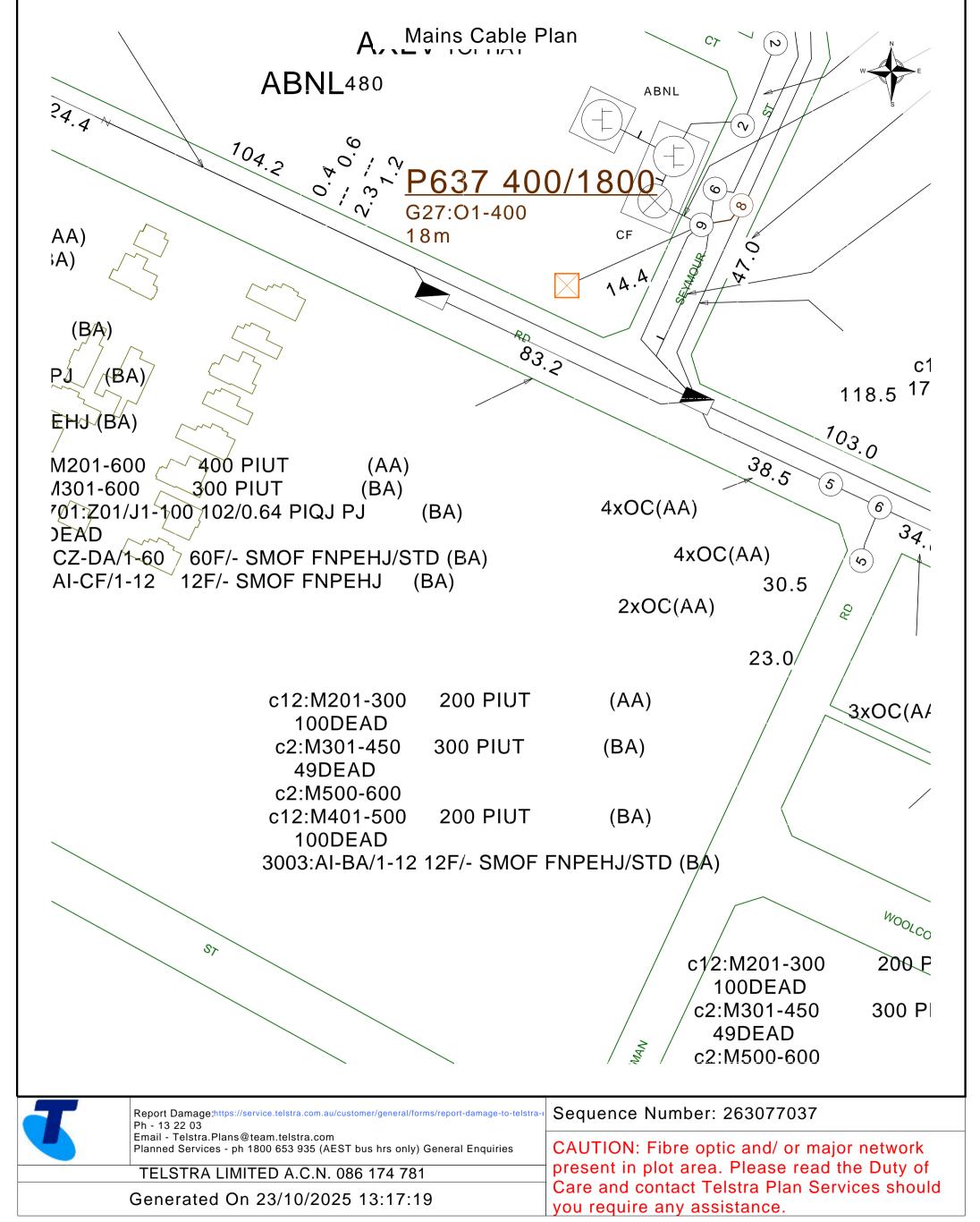
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

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

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

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



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

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

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

General Information



Before you Dig Australia – BEST PRACTISE GUIDES https://www.byda.com.au/before-you-dig/best-practice-guides/

OPENING ELECTRONIC MAP ATTACHMENTS -

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

Dependent on the site address and the size of area selected.

You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) https://viewer.autodesk.com/ or
Autodesk Design Review http://usa.autodesk.com/design-review/ for DWF files. (Windows PC)



PDF Map Files (max size A3) Adobe Acrobat Reader http://get.adobe.com/reader/



Telstra New Connections / Disconnections 13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).

Email

Telstra Protection & Relocation Fact Sheet: <u>Link</u> Telstra Protection & Relocation Home Page <u>Link</u>



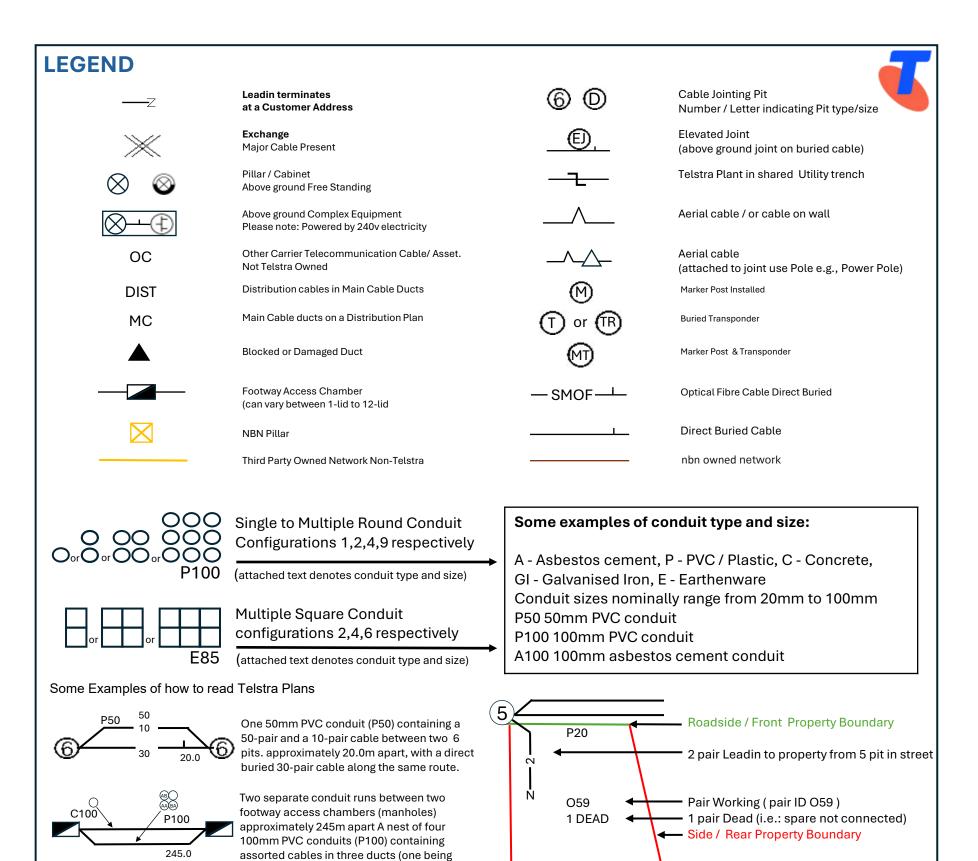
Telstra Aerial Assets Group (overhead network) 1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

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

For more info contact a <u>CERTLOC Certified Locating Organisation (CLO)</u> or Telstra Location Intelligence Team 1800 653 935



The 5 Ps of Safe Excavation

https://www.byda.com.au/before-you-dig/best-practice-guides/

Property Number

Plan Pre

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

(C100) along the same route.

empty) and one empty 100mm concrete duct

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

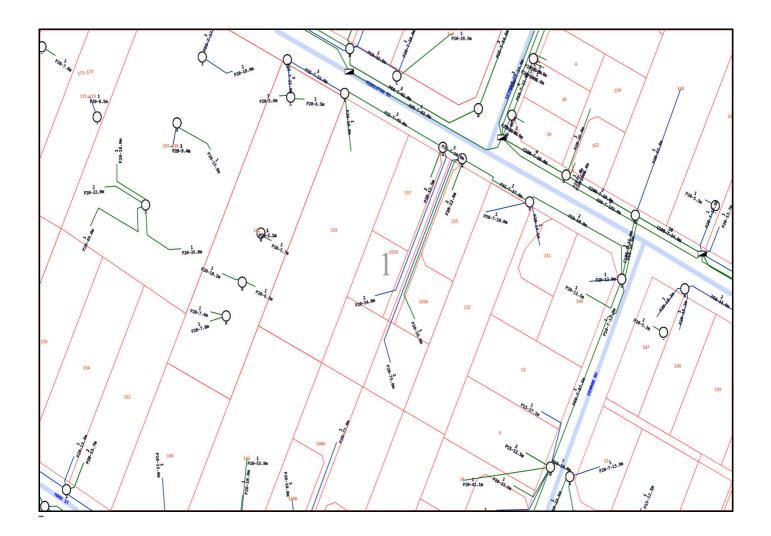
107

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

+	LEGEND nbn (i)				
34	Parcel and the location				
3	Pit with size "5"				
② E	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.				
	Manhole				
\otimes	Pillar				
PO - T- 25.0m P40 - 20.0m	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.				
-S 1 9	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.				
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.				
- 99-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.				
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.				
BROADWAY ST	Road and the street name "Broadway ST"				
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m				



Emergency Contacts

You must immediately report any damage to the ${\bf nbn}^{\, {\sf m}}$ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



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

ESTABLISHED IN ALBANY FOR OVER 80 YEARS

14/11/2025

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

To whom it may concern,

RE: RENTAL APPRAISAL – 2/157A MIDDLETON ROAD, MIDDLETON BEACH

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

After viewing the property and taking into consideration its location and condition, we feel we can expect to achieve circa \$700.00 - \$850.00 per week in the current rental market.

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

Smoke Alarm guidelines:

DFES_fireinthehome-smokealarm-renting-selling-FAQs.pdf

Internal Blind cord requirements:

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



Minimum Security Requirements:

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

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

Yours faithfully,

Lisa Dunham

Senior Property Manager

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