

# contract for sale of land or strata title by offer and acceptance



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**NOTICE:** Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract  
**WARNING -** If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.  
**WARNING -** If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).  
**WARNING -** If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:   
 Address   
 Suburb  State  Postcode

As Agent for the Seller / ~~Buyer~~

**THE BUYER**

**Name**   
**Address**   
 Suburb  State  Postcode   
**Name**   
**Address**   
 Suburb  State  Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares

**SCHEDULE**

The **Property** at:  
 Address   
 Suburb  State  Postcode   
 Lot  ~~Deposited/Survey/Strata/Diagram/Plan~~  Whole / ~~Part~~ Vol  Folio

A **deposit** of \$  of which \$  is paid now and \$  to be paid within  days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

**Purchase Price**   
**Settlement Date**   
**Property Chattels** including

**GST WITHHOLDING**

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?  YES  NO
- If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

**FINANCE CLAUSE IS APPLICABLE**

LENDER/   
 MORTGAGE BROKER (NB. If blank, can be any)   
 LATEST TIME: 4pm on:   
 AMOUNT OF LOAN:   
 SIGNATURE OF BUYER

**FINANCE CLAUSE IS NOT APPLICABLE**

Signature of the Buyer if Finance Clause IS NOT applicable

**NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.**

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## CONDITIONS

### 1. SUBJECT TO FINANCE

If the Buyer signs the 'Finance Clause is not Applicable' box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.  
If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

#### 1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
  - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

#### 1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

#### 1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

#### 1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
  - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

#### 1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

#### 1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  - (2) provide evidence in writing of:
    - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
    - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
  - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

### 1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

### 1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

### 1.9 Definitions

In this Clause:

**Amount of Loan** means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

**Approval Notice** means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

**Credit Protection Act** means the *National Consumer Credit Protection Act, 2009* (Cwth).

**Finance Application** means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

**Finance Approval** means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
  - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
  - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
  - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
    - (i) an acceptable valuation of any property;
    - (ii) attaining a particular loan to value ratio;
    - (iii) the sale of another property; or
    - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

**Latest Time** means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

**Lender** means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

**Mortgage Broker** means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

**Non Approval Notice** means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
  - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
  - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

## SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

2. The offer is subject to probate being granted to Jonah Bodhi Cacioppe. The buyer agrees that settlement will take place on the nominated settlement date or 14 days after probate is granted, whichever is the later date.

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## SPECIAL CONDITIONS - Continued

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### BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

### THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

**Name**

**Address**

**Suburb**  **State**  **Postcode**

**Name**

**Address**

**Suburb**  **State**  **Postcode**

EMAIL: The Seller consents to Notices being served at:

### [If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

#### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4.

Signature		Signature	
-----------	--	-----------	--

#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3.

Signature		Signature	
-----------	--	-----------	--

### CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>	<input type="text"/>	<input type="text"/>
<b>Signature</b>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

#### COPYRIGHT

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04/22

## ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

**Buyer**

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_  
Name Jonah Bodhi Cacioppe as executor  
of the estate of Ronald Lewis Cacioppe

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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## ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4/2 Dynevor Rise, Floreat WA 6014

**NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.**

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
 (a\*)  /  /  **OR** (b\*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
  - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
  - 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
  - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
  - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a                      **Registered Builder**                                           Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4/2 Dynevor Rise, Floreat WA 6014

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
(a\*)    /    /    OR (b\*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
- (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
- (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2893 404**

**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 4 ON STRATA PLAN 68419  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

RONALD LEWIS CACIOPPE OF UNIT 4 2 DYNEVOR RISE FLOREAT WA 6014

(T P207520) REGISTERED 6/7/2022

**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.

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: SP68419  
PREVIOUS TITLE: 2806-343  
PROPERTY STREET ADDRESS: UNIT 4 2 DYNEVOR RISE, FLOREAT.  
LOCAL GOVERNMENT AUTHORITY: TOWN OF CAMBRIDGE

# 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.

4/2 Dynevor Rise

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.

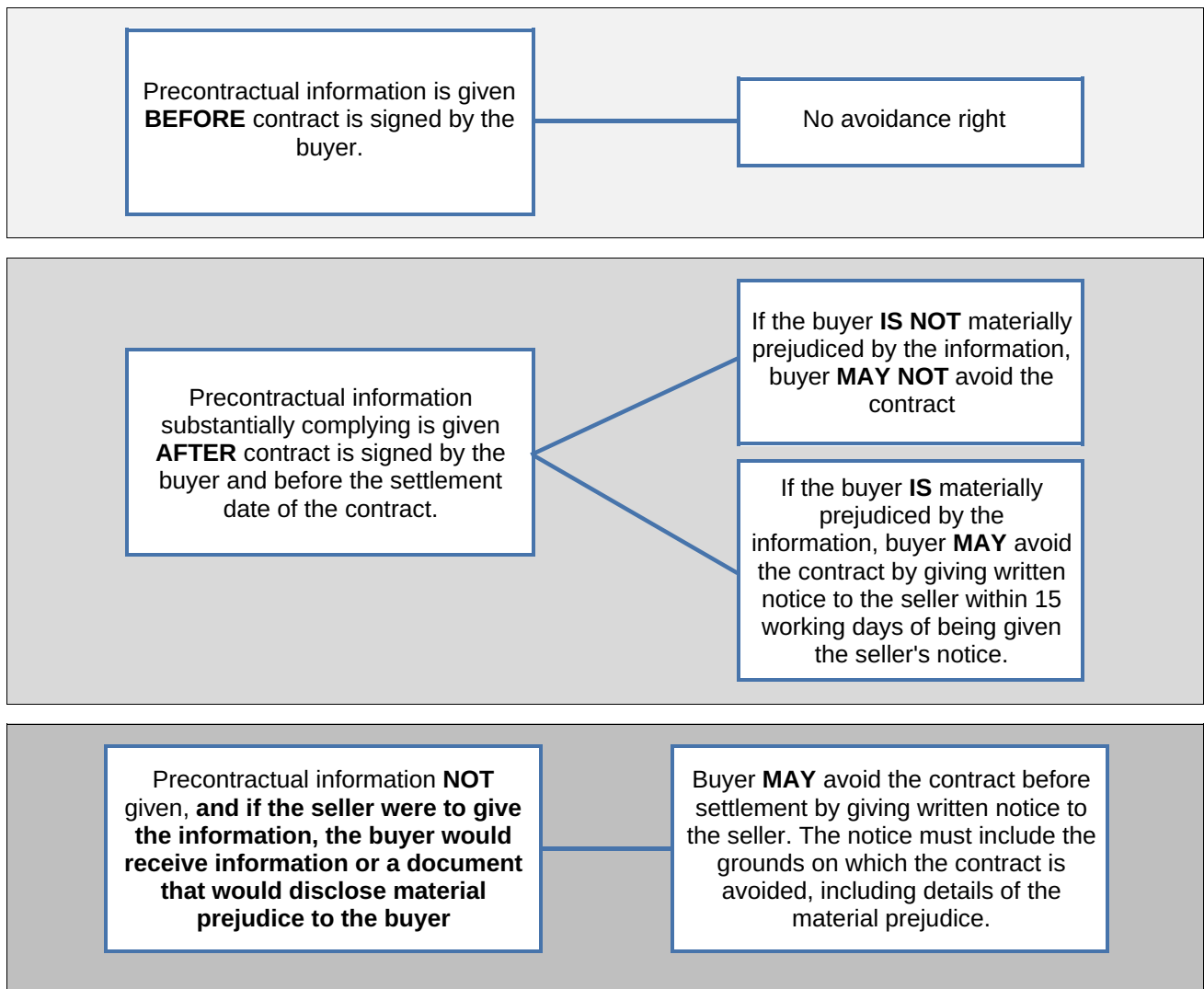
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

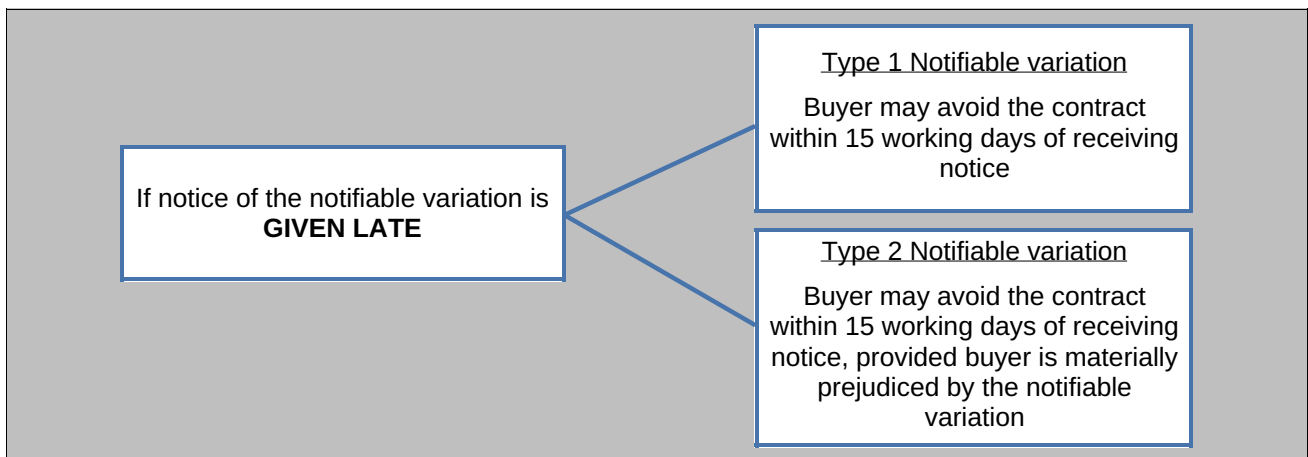
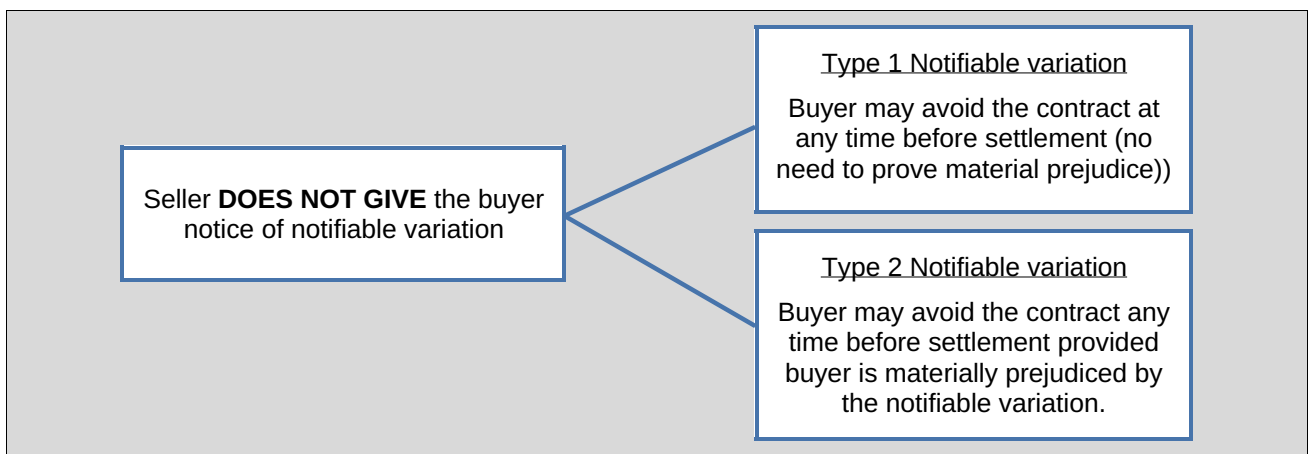
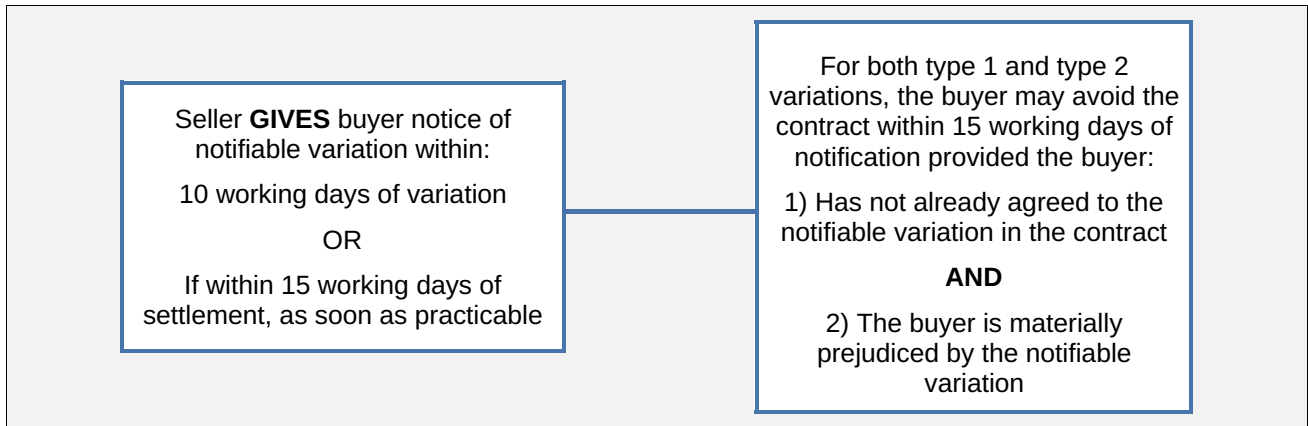
Type 1 and Type 2 notifiable variations are as follows:

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

See section 161 and 162 of the Act for further 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 Jonah Bodhi Cacioppe as Executor of the estate of Ronald Lewis Cacioppe

Address 37 Shakespeare Street, Mount Hawthorn WA 6016

Telephone/mobile 0427 877 088 Email jonah@integral.global

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

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

#### Scheme Details

Scheme name Empire East Apartments

Name of the strata company Empire East Apartments

Address for service of the strata company (taken from scheme notice) 2 Dynevor Rise, Floreat WA 6014

Name of Strata Manager ESM Strata

Address of Strata Manager 15/443 albany Highway, Victoria Park WA 6100

Telephone/Mobile 08 9362 1166

Email zbeegs@esmstrata.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.

N/A

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

Att 1

A copy of the scheme by-laws

Att 3

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

Att 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)

Att 4

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

Att 5

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 N/A

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)

4/2 Dynevor Rise, Floreat WA 6014

Lot 4 on scheme plan no. 68419

*(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

	<b>Actual (\$)</b>	<b>OR</b>	<b>Estimated (\$) 12 months after the proposed settlement date</b>
--	--------------------	-----------	--

Administrative fund:	<u>\$854.88</u>		_____
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Reserve fund:	<u>\$268.32</u>		_____
---------------	-----------------	--	-------

Other levy (attach details)	_____		_____
-----------------------------	-------	--	-------

Att 6

Actual  Estimated total contribution for the lot \$ 4,492.80

Payable  annually  bi-annually  quarterly  other: \_\_\_\_\_

Due dates	<u>\$1,123.20</u> on <u>1/1/25</u>	<u>\$1,123.20</u> on <u>1/7/25</u>
-----------	------------------------------------	------------------------------------

	<u>\$1,123.20</u> on <u>1/4/25</u>	<u>\$1,123.20</u> on <u>1/10/25</u>
--	------------------------------------	-------------------------------------

**Strata levy/contributions/other debts owing**

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

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

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

Additional comments: \_\_\_\_\_

## Scheme developer specific information

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

Att. \_\_\_\_\_

The scheme developer is defined as:

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

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

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

### Statement of estimated income and expenditure

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

Additional comments: \_\_\_\_\_

### Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the 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 /  We<sup>1</sup>, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature 

Name Jonzh Cacioppe

Date 13<sup>th</sup> Feb 2025

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

I /  We<sup>1</sup>, the buyer/s, acknowledge that  I /  we<sup>1</sup> received Part A and Part B of the required precontractual disclosures before  I /  We<sup>1</sup> signed the contract of sale.

I /  We<sup>1</sup> 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 /  us<sup>1</sup>.

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

<p><b>STRATA PLAN</b> <b>68419</b> SHEET 1 OF 5 SHEETS</p> <p>PLAN OF LOT 229 on DP 73849 CERTIFICATE OF TITLE Vol 2806 Fol 343 LOCAL GOVERNMENT TOWN OF CAMBRIDGE FIELD RECORD 132821 NAME OF SCHEME EMPIRE EAST APARTMENTS ADDRESS OF PARCEL 2 DYNEVOR RISE FLOREAT, WA, 6014</p>	<p>FORM 5 <small>Strata Titles Act 1985 Section 50(1), (a), (2A)</small></p> <p><b>DESCRIPTION OF PARCEL &amp; BUILDING</b> A MULTILEVEL CONCRETE, MASONRY &amp; STEEL RESIDENTIAL BUILDING WHICH COMPRISES 27 UNITS AND BEING SITUATED ON LOT 229 ON DP 73849 KNOWN AS: EMPIRE EAST APARTMENTS ADDRESS: 8 DYNEVOR RISE FLOREAT, WA 6014 CERTIFICATE OF LICENSED SURVEYOR</p> <p>I, <i>[Signature]</i> being a Licensed Surveyor registered under the Licensed Surveyors Act 1999, certify that in respect of the strata plan which relates to the parcel and the 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 of the parcel; and either (b) each building shown on the plan is within the external surfaces of the parcel.</p> <p>LICENSED SURVEYOR ..... DATE <b>2/10/2015</b></p>	<p>LOCAION PLAN</p> <p>VER. 2 AMENDMENT Audit Requirements</p> <p>AUTHORISED BY KLBowyer</p> <p>DATE 30/11/15</p>		<p><b>RMSurveys</b> SUBDIVISIONS • STRATA TITLES • LAND INFORMATION GPS SURVEYS • GEODETIC SURVEY AND COMPUTING ENGINEERING &amp; CONSTRUCTION SETOUT Ph: (08) 9457 7900 Fax: (08) 9457 7922 E-mail: rmsurvey@rmsurveys.com.au PO Box 832 Willetton WA 6955 RMS Ref: TRG EMPREZ29</p>													
<p>MANAGEMENT STATEMENT <input checked="" type="radio"/> YES <input type="radio"/> NO</p> <p><b>SURVEYOR'S CERTIFICATE – REG 54</b> Keith L Bowyer hereby certifies that this plan is accurate and is a correct representation of the - (a) *survey; and/or (b) *calculations from measurements recorded in the field records. (* delete if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. <i>[Signature]</i> LICENSED SURVEYOR ..... DATE <b>2/10/2015</b></p>	<p>LOGGED 16-Nov-15 FEE PAID \$2183.00 ASSESS No. 18424017 EXAMINED <i>[Signature]</i> 1-Dec-15 DATE</p> <p><b>WESTERN AUSTRALIAN PLANNING COMMISSION</b> W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985 Delegated under S16 P&amp;O Act 2005 DATE</p> <p>PLAN APPROVED <i>[Signature]</i> 1-Dec-15 INSPECTOR OF PLANS AND SURVEYS DATE (S. 18 Licensed Surveyors Act 1999)</p>	<p>INTERESTS AND NOTIFICATIONS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>SUBJECT</th> <th>PURPOSE</th> <th>STATUTORY REFERENCE</th> <th>ORIGIN</th> <th>LAND BURDENED/SERVIENT LOT</th> <th>BENEFIT TO/DOMINANT LOT</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED/SERVIENT LOT	BENEFIT TO/DOMINANT LOT	COMMENTS								<p>SCALE 1:400 @ A3 0 4 8 12 16 20 ALL DISTANCES ARE IN METRES</p>
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED/SERVIENT LOT	BENEFIT TO/DOMINANT LOT	COMMENTS											
<p>SUBJECT TO <b>Lodgement of Management Statement, Form 26 &amp; BA12/16.</b> APPLICATION TO REGISTER STRATA SURVEY STRATA PLAN <i>[Signature]</i> 1-Dec-15 FOR REGISTRAR OF TITLES DATE</p>	<p>REGISTERED APPLICATION <i>[Signature]</i> DATE 21.12.2015 REGISTRAR OF TITLES SEAL</p>		<p>HELD BY LANDGATE IN DIGITAL FORMAT ONLY</p>														

STRATA PLAN

68419

SHEET 2 OF 5 SHEETS

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

BASEMENT FLOOR PLAN

THE BOUNDARIES OF THE LOTS OR PARTS 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.

THE STRATUM OF THE PART LOTS DENOTED AS CARBAY EXTEND FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THE CONCRETE FLOOR OR THE PROJECTION OF THE UNDERSIDE OF THE CONCRETE FLOOR ABOVE.

COLUMNS ARE COMMON PROPERTY

ALL DIMENSIONS FROM BUILDINGS ARE FROM THE EXTERNAL FACE OF WALLS.

ALL ANGLES WITHIN THE CARBAYS ARE 90° UNLESS OTHERWISE SHOWN.

CP = COMMON PROPERTY

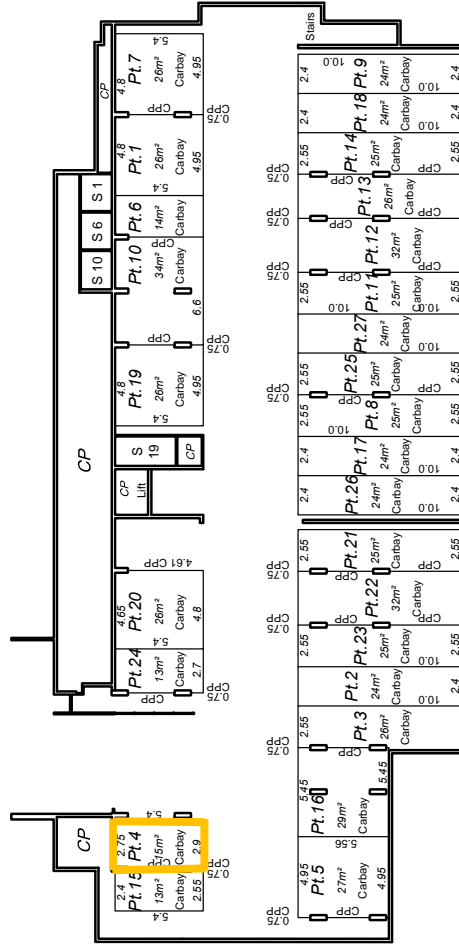
CPP = CENTRE PLANE OF COLUMN PRODUCED

ALL WALLS EXTERNAL TO THE BUILDING PART LOTS ARE COMMON

FOR OTHER PARTS OF LOTS 1 - 9 SEE SHEET 3

FOR OTHER PARTS OF LOTS 10 - 18 SEE SHEET 4

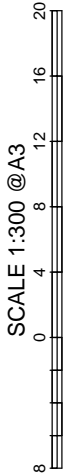
FOR OTHER PARTS OF LOTS 19 - 27 SEE SHEET 5



Attachment 1 (1 of 2)

Stores

S1	-	Pt. 1	4m <sup>2</sup>
S6	-	Pt. 6	4m <sup>2</sup>
S10	-	Pt. 10	4m <sup>2</sup>
S19	-	Pt. 19	7m <sup>2</sup>



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 ENGINEERING & CONSTRUCTION SETOUT  
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 Phone: (08) 9457 7900  
 Fax: (08) 9457 7922  
 E-mail: rmsurvey@rmsurveys.com.au  
 RMS REC- TRG - EMPRE279



SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

GROUND FLOOR PLAN

STRATA PLAN

68419

SHEET 3 OF 5 SHEETS

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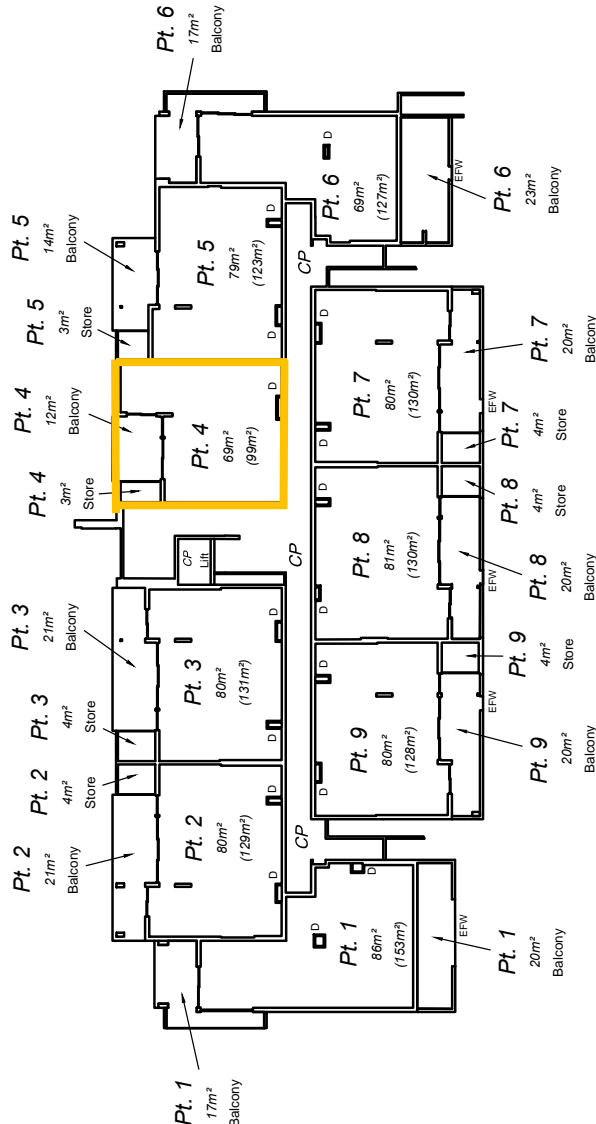
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COLUMNS ARE COMMON PROPERTY  
 D = DUCT - COMMON PROPERTY  
 CP = COMMON PROPERTY  
 EFW = EXTERNAL FACE OF WALL.

ALL WALLS EXTERNAL TO THE BUILDING PART LOTS ARE COMMON

FOR OTHER PARTS OF LOTS 1 - 9 SEE SHEET 2



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STRATA PLAN  
68419

SHEET 4 OF 5 SHEETS

LEVEL 1 FLOOR PLAN

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

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COLUMNS ARE COMMON PROPERTY

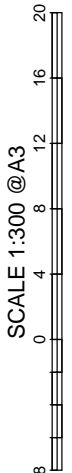
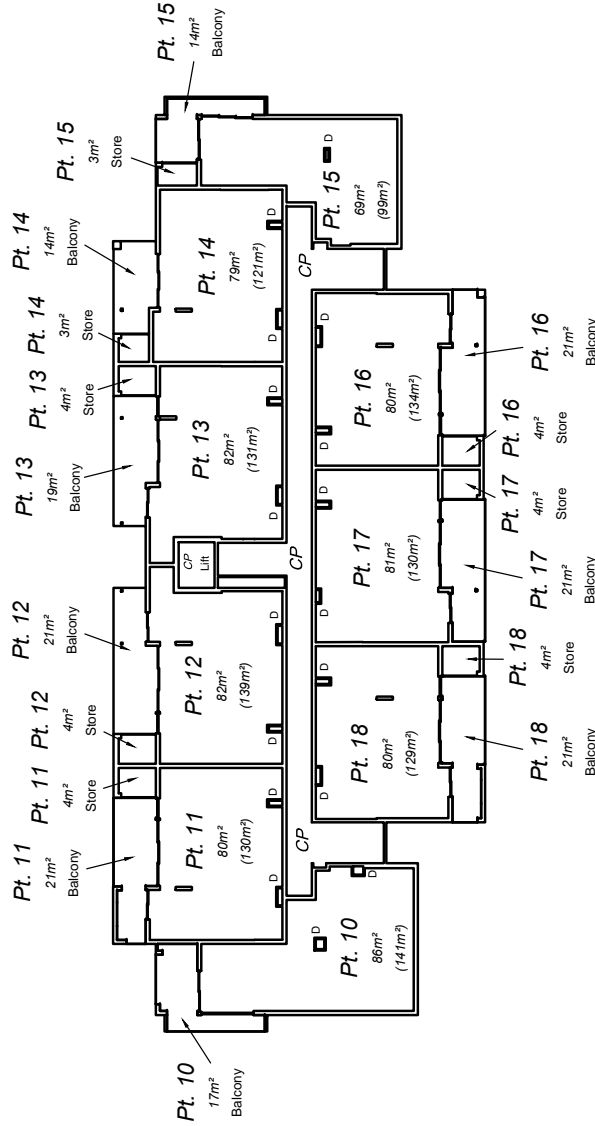
D = DUCT - COMMON PROPERTY

CP = COMMON PROPERTY

EFW = EXTERNAL FACE OF WALL.

ALL WALLS EXTERNAL TO THE BUILDING PART LOTS ARE COMMON

FOR OTHER PARTS OF LOTS 10 - 18 SEE SHEET 2



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 RMS-RC-TRG - EHP19E279

STRATA PLAN

68419

SHEET 5 OF 5 SHEETS

LEVEL 2 FLOOR PLAN

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

THE BOUNDARIES OF THE LOTS OR PARTS 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.

THE STRATUM OF THE PART LOTS DENOTED AS BALCONY EXTEND FROM THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE BALCONY TO THE UNDERSIDE OF THE CEILING OR THE PROLONGATION OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

THE BOUNDARY OF THE PART LOTS DENOTED AS BALCONY EXTEND FROM THE OUTER SURFACE OF THE BUILDING TO THE INNER SURFACE OF THE WALL SURROUNDING THEM OR WHERE THERE IS NO WALL TO THE EDGE OF THEIR CONCRETE FLOOR, UNLESS SHOWN OTHERWISE.

COLUMNS ARE COMMON PROPERTY

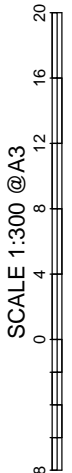
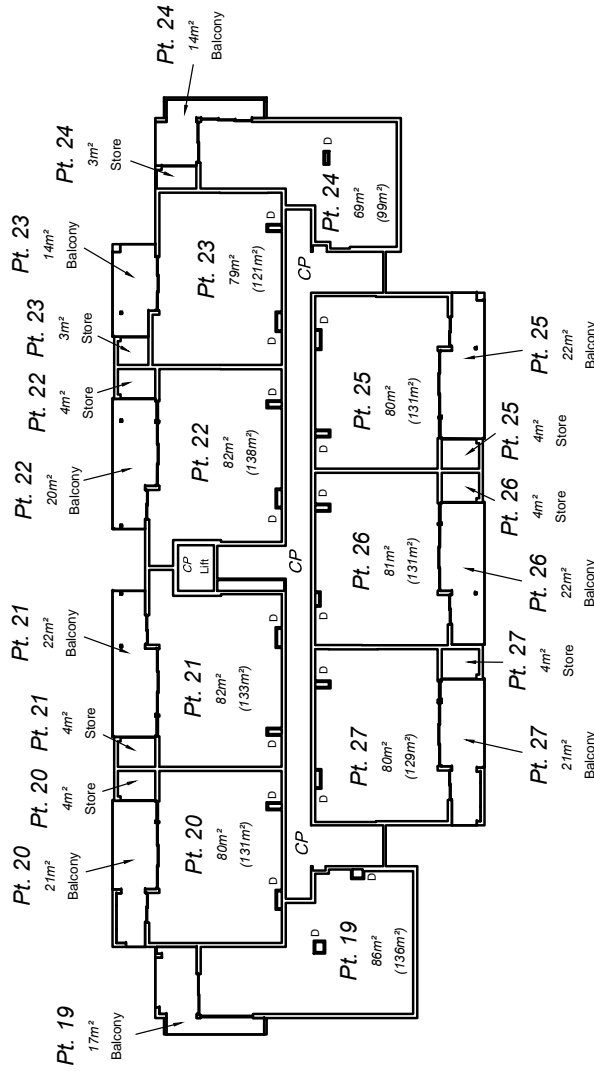
D = DUCT - COMMON PROPERTY

CP = COMMON PROPERTY

EFW = EXTERNAL FACE OF WALL.

ALL WALLS EXTERNAL TO THE BUILDING PART LOTS ARE COMMON

FOR OTHER PARTS OF LOTS 19 - 27 - SEE SHEET 2



**RMSurveys**  
 SUBDIVISIONS • STRATA TITLES • LAND INFORMATION  
 GPS SURVEYS • GEODETIC SURVEY AND COMPUTING  
 ENGINEERING & CONSTRUCTION SETOUT  
 P.O. Box 822, 6955  
 Phone: (08) 9457 7900  
 Fax: (08) 9457 7922  
 E-mail: rmsurveys@rmsurveys.com.au  
 RMS-RC-TRG - EHP19E279

STRATA PLAN No.				68419			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	385	2893	- 401	16	382	2893	- 416
2	370	2893	- 402	17	375	2893	- 417
3	370	2893	- 403	18	375	2893	- 418
4	312	2893	- 404	19	397	2893	- 419
5	375	2893	- 405	20	387	2893	- 420
6	322	2893	- 406	21	382	2893	- 421
7	375	2893	- 407	22	382	2893	- 422
8	370	2893	- 408	23	382	2893	- 423
9	370	2893	- 409	24	330	2893	- 424
10	390	2893	- 410	25	382	2893	- 425
11	375	2893	- 411	26	382	2893	- 426
12	375	2893	- 412	27	382	2893	- 427
13	375	2893	- 413				
14	375	2893	- 414				
15	323	2893	- 415	Aggregate	10,000		

## DESCRIPTION OF PARCEL AND BUILDING

A MULTI LEVEL DEVELOPMENT KNOWN AS "EMPIRE EAST APARTMENTS", COMPRISING 27 RESIDENTIAL APARTMENTS, SITUATED ON LOT 229 ON DEPOSITED PLAN 73849, AND HAVING A STREET ADDRESS OF 2 DYNEVOR RISE, FLOREAT WA 6014.

## CERTIFICATE OF LICENSED VALUER

## STRATA

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

06-Oct-2015

Date



Digitally signed by Jessica White  
Date: 2015-10-06  
12:54+08:00

Signed

## Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61  
Building Regulations 2012, r.4

OFFICE USE ONLY

Permit number

OPS0009-2015

This form is for the purposes of the *Building Act 2011*, s.50 and the *Strata Titles Act 1985*, s.5B(2)(a) & 8A(f)(i)

### 1. Details of building or structure

Certificate of Title	Volume	Folio
	2086	343
Lot on survey	229 on DP73849	
Strata Plan Number	68419	Land being re-subdivided (if applicable)
Property street address	2 Dynevor Rise FLOREAT WA 6014	
	<i>(Street number, street name, suburb, postcode)</i>	
Description of building	27 residential unit development with undercroft carpark	
BCA class of the building	2	Secondary BCA class (if applicable)
Use/s of building	Residential	Each restriction on use (if applicable)

### 2. Permit Details

- This occupancy permit is for:  Whole of building  Part of building  
Details \_\_\_\_\_
- Western Australian Planning Commission approval required  Yes  No
- All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.
- This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

	Name: (print)	Signature:	Date:
Issuing officer	SEBASTIAN RAVI		08/12/2015
Title	BUILDING SURVEYOR		
Permit authority	Town of Cambridge		

Building Commissioner - date approved: 09 Mar 2012 Building Act 2011

Form 26

Strata Titles Act 1985

Sections 25(1), 25 (4)

STRATA PLAN NO. 68419

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 1985* to —

\* (1) the \*Strata Plan/plan-of-re-subdivision/plan-of-consolidation submitted on November 2015 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 specified below; subject to the following conditions —~~

Property Description:

Lot (or Strata Plan) No: Lot229 on Deposited Plan 73849

Location:

Locality: 2 Dynevor Rise Floreat

Local Government: Town of Cambridge

Lodged by: RM Surveys Pty Ltd

Date: November 2015

  
.....  
Delegated Under section 16(3)(e) Planning & Development Act 2009

For Chairman, Western Australian Planning Commission

Date: ..... 18.12.15 .....

(\*T to be deleted as appropriate.)



# Strata Plan 68419

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2893/401	Registered	
2	2893/402	Registered	
3	2893/403	Registered	
4	2893/404	Registered	
5	2893/405	Registered	
6	2893/406	Registered	
7	2893/407	Registered	
8	2893/408	Registered	
9	2893/409	Registered	
10	2893/410	Registered	
11	2893/411	Registered	
12	2893/412	Registered	
13	2893/413	Registered	
14	2893/414	Registered	
15	2893/415	Registered	
16	2893/416	Registered	
17	2893/417	Registered	
18	2893/418	Registered	
19	2893/419	Registered	
20	2893/420	Registered	
21	2893/421	Registered	
22	2893/422	Registered	
23	2893/423	Registered	
24	2893/424	Registered	
25	2893/425	Registered	
26	2893/426	Registered	
27	2893/427	Registered	

N209217 SM

21 Dec 2015 13:30:11 Perth



(INSERT DOC TYPE HERE)

LODGED BY *Warren Symington Ralph*

ADDRESS *Level 2 Norfolk House  
3 Norfolk Street Fremantle WA 6160*

PHONE No. *94359435*

FAX No. *94334533*

REFERENCE No. *EMR Q3677*

ISSUING BOX No. *311f*

PREPARED BY *As Above*

ADDRESS

PHONE No. FAX No.

REFERENCE No.

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

*3/3*

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos. <i>0</i>
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

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



EXAMINED



FORM 25

Attachment 3 (2 of 2)

Strata Titles Act 1985

Section 5C(1)

STRATA PLAN No. 68419

MANAGEMENT STATEMENT

**Name of original proprietors of land the subject of the plan:**

PERRY LAKES NO 229 PTY LTD (ACN 165 359 188)

**Description of parcel the subject of the plan:**

The land on Lot 229 on Deposited Plan 73849 the whole of the land comprised in Certificate of Title Volume 2806 Folio 343.

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 and/or Schedule 2 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:
  - (a) repeal by-law 4(11) and adopt a new By-Law 4(11) as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws;
  - (b) add By-Law 5(10) as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws; and
  - (c) add By-Laws 16 to 30 as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws.
2. The Schedule 2 by-laws are amended, repealed or added to as follows:
  - (a) repeal the Schedule 2 by-laws and adopt By-Laws 1 to 22 as set out in Schedule 2 of this Attachment in their place.

**Schedule 1 By-Laws**

4. (11) If the Council consists of:
  - (a) 1 member, that member;
  - (b) 2 members, 2 of them;
  - (c) 3 or 4 members, 2 of them;
  - (d) 5 or 6 members, 3 of them; or
  - (e) 7 members, 4 of them,

will constitute a quorum for a Council meeting.

5. (10) While the Original Proprietor remains the Proprietor of a Lot, the Original Proprietor is entitled to be a member of the Council. If the Original Proprietor nominates itself as a candidate for election to the Council, the Original Proprietor will become a member of the Council without the requirement for the Original Proprietor to be elected as a member of the Council. If the Original Proprietor is appointed at the first AGM of the Strata Company as the sole member of the Council, the Original Proprietor will remain as the sole member of Council until further members of Council are appointed at a general meeting of the Strata Company.

**16. Council's Powers to Appoint Advisers, Agents and Employees**

16.1 Subject to sub-by-law 16.2, the Council may:

- (a) on behalf of the Strata Company, by instrument in writing, employ solicitors, agents, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the Council and the Strata Company; and
- (b) delegate to one or more of its members or to any of the other persons referred to in sub-by-law 16.1(a) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16.2 Notwithstanding any other By-Law, the Council must from time to time, by instrument in writing, appoint and remunerate a suitably qualified and professional Strata Manager and may, in like manner, delegate to the Strata Manager:

- (a) all of the Council's powers, authorities, duties and functions;
- (b) any one or more of its powers, authorities, duties and functions specified in the instrument; or
- (c) all of its powers, authorities, duties and functions except those specified in the instruments,

and may, in like manner, revoke the appointment and delegation or revoke in part each delegation.

16.3 Where the instrument of appointment so provides, a Strata Manager:

- (a) will have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the Strata Company and the Council or such of those powers, authorities, duties and functions as may be specified in the instrument; and
- (b) may sub-delegate each or any of the powers, authorities, duties and functions conferred upon the Strata Manager by the instrument of its appointment to a person whom the Strata Manager considers properly qualified and experienced in the management and operation of properties similar to the building within the Scheme.

16.4 To the extent that the Schedule 1 By-Laws confer or impose any power or duty on the Council, chairman, secretary or treasurer those powers and duties will be deemed to be conferred and imposed on the Strata Manager.

16.5 The Council must:

- (a) appoint a Strata Manager under By-Law 16.2 in conjunction with any other person, including the council of a strata company in respect of any other strata scheme relating to land adjoining the parcel; and
- (b) delegate to the council in respect of any other strata scheme relating to land adjoining the parcel the right to appoint a strata manager,

to manage the parcel and ensure the maintenance, repair, upkeep and decorative order of the Common Property in conjunction with the maintenance, repair and upkeep of the common property in the adjoining strata scheme.

16.6 Prior to the appointment of the Strata Manager the Council members must confirm that the Strata Manager:

- (a) operates a trust account where the funds of the Strata Company will be deposited;
- (b) has in place current professional indemnity insurance; and
- (c) is a member of the Strata Titles Institute of W.A.

#### 17. Exclusive Use of Common Property - Signs by Original Proprietor

17.1 In addition to the rights of the Original Proprietor under any other By-Law and notwithstanding any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:

- (a) the special privilege of installing and keeping Signs on Common Property advertising Residential Lots for sale or lease;
- (b) the exclusive use of the Common Property cubic space occupied by such Signs; and
- (c) the special privilege of installing and keeping Signs on the balconies of Residential Lots advertising those Residential Lots for sale or lease.

#### 18. Use of Lots

18.1 A Proprietor of a Residential Lot may only use its Residential Lot as a residence.

18.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:

- (a) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- (b) for the keeping of any animal subject to section 42(15) of the Act and Schedule 1, By-Law 27; and
- (c) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Residential Lots within the Scheme.

- 18.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 18.4 Despite By-Law 18.1, a Proprietor of a Residential Lot may grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months.
- 18.5 Despite By-Law 18.1, the Original Proprietor may use any Residential Lot owned by the Original Proprietor for the purposes of conducting business, display and marketing to prospective purchasers of that Residential Lot or other Residential Lots within the Scheme.
- 18.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
- (a) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
  - (b) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
  - (c) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement; and
  - (d) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 18.6(d).
- 18.7 A Proprietor or occupier of a Residential Lot may not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Residential Lot or on any part of the Common Property in addition to any Air-Conditioning System installed and servicing the Residential Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**). A Proprietor or occupier of a Residential Lot may, however, upgrade or replace an Existing Air-Conditioning System from time to time with the consent of the Strata Company provided the replacement Air-Conditioning System is located in the same position, and is generally the same size and configuration, as the Existing Air-Conditioning System.
- 18.8 A Proprietor and occupier of a Residential Lot must, in relation to the Residential Lot and the Scheme as a whole:
- (a) effect and maintain with insurers approved by the Strata Company:
    - (i) adequate contents insurance; and
    - (ii) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;

- (b) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (c) not permit any contractors to carry out any works in relation to the Residential Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

**19. Acknowledgements and Obligations - Car Bays**

- 19.1 No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any entity who is not a Proprietor or occupier of a Residential Lot within the Scheme.
- 19.2 The Strata Company may prepare and enter into a parking management plan with the Town of Cambridge governing the use of the car bays, including tandem car bays within the Scheme, and any other matters relating to the use and enjoyment of the car bays within the Scheme. The Proprietors and occupiers must comply with any parking management plan applicable to the Scheme from time to time.
- 19.3 The Strata Company must, and the Proprietors and occupiers of all Residential Lots acknowledge and agree that the Strata Company must, set aside at least 7 car bays located on and forming part of the Common Property exclusively for the use as visitors car parking (**Visitor Car Parking Bays**) and the Strata Company must ensure that the Visitor Car Parking Bays are marked or signed as such at all times.
- 19.4 The Proprietors and occupiers of the Residential Lots acknowledge and agree that they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Parking Bays at any time.
- 19.5 The Council may make rules regarding the use of the Visitor Car Parking Bays and car parking bays on the Common Property.
- 19.6 A Proprietor, occupier or other resident of a Residential Lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the Proprietor, occupier or other resident, must at all times comply with the rules made from time to time by the Council in relation to the use of the car parking bays on the Common Property.
- 19.7 For the purposes of this By-Law, the Council may place signs designating car parking bays in the Common Property regarding the use of those bays.
- 19.8 A Proprietor, occupier or other resident of a Residential Lot must:
  - (a) keep any car parking bay situated on that Proprietor, occupier or other resident's Lot in a tidy condition and free from rubbish; and
  - (b) allow the Strata Company access to any car parking bay to enable the Strata Company to undertake any cleaning required by the Strata Company at the Proprietor, occupier or other resident's cost where the Proprietor, occupier or other resident has not complied with a notice from the Strata Company requiring the Proprietor, occupier or resident to clean the car parking bay within 28 days of receiving the notice from the Strata Company.
- 19.9 A Proprietor, occupier or other resident of a Residential Lot must not at any time park, stand or keep (including on a temporary basis) a truck, trailer, machinery, boat or other water craft, including a jet ski on any Visitor Car Parking Bay.

## **20. Appearance of Lot**

- 20.1 A Proprietor, occupier or other resident of a Residential Lot shall not, without the written consent of the Strata Company maintain within the Residential Lot anything visible from outside the Residential Lot that, viewed from outside the Residential Lot, is not in keeping with the rest of the building within the Scheme.

## **21. Penalty - Breach of By-Laws**

- 21.1 Subject to Section 42A of the Act, the penalty for breaching any of Schedule 1 By-Laws or any Schedule 2 By-Law shall be \$500, or such other amount as may from time to time be prescribed by the Act (whichever is the greater).

## **22. Alternative Solution**

- 22.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 22.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 22.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (a) complying with the Deemed-to-Satisfy Provisions of the BCA;
  - (b) formulating an Alternative Solution which:
    - (i) complies with the Performance Requirements; or
    - (ii) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
  - (c) a combination of paragraphs (a) and (b) above.
- 22.4 The Original Proprietor may adopt or be required to adopt Alternative Solutions by the Local Government from time to time.
- 22.5 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Residential Lots may be greater than under a BCA Deemed to Satisfy design.
- 22.6 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 22.
- 22.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 22.
- 22.8 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 22.9 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Residential Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the

adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.

22.10 In this By-Law 22, Claim means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

**23. Essential Services to be Inspected or tested**

23.1 The Strata Company must comply with the Building Code of Australia and in particular, to Section 1 in respect of its obligations to maintain the Common Property including, but not limited to, all equipment and safety systems.

23.2 In addition to the general obligations of the Strata Company to repair and maintain the Common Property, the Strata Company must ensure that the following essential services are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance described below and in accordance with the nature and frequency of inspection or testing described below:

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Fire Hydrants and Fire Hose Reels	BCA E1.3, AS 2419.1	To AS 1851-2012
Emergency and Intercommunications Systems Maintenance where installed	BCA Part E4.9, AS 1670.4	Monthly
Fire doors (including signs)	BCA Spec C3.4, AS 1905.1	To AS 1851-2012
Smoke doors	BCA Spec C3, 4	Monthly to AS 1851-2005 equivalent
Exit Doors Exit	BCA Section 0	3 monthly inspections to confirm exit doors are intact, operational and fitted with conforming hardware.
Paths of travel to exits	BCA Section 0	3 monthly inspections to confirm travel paths are intact
Emergency Lighting	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Exit Signs	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Fire Extinguishers (portable)	BCA E1.6, AS 2444	To AS 1851-2012
Fire Hose Reels	BCA E1.4	To AS 1851-2012
Fire indices for materials	BCA C1, 10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual inspection
Penetrations in fire-rated and smoke rated structures	BCA Part C3	Annual Inspection
Fire service diesel ignition pump set	AS 2124	Monthly inspection and testing
Fuel load in the entry lobby		3 monthly inspection

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Car park fire sprinklers	AS 2118	Monthly inspection and testing
Fire and domestic backflow assemblies		Annual inspection and testing
Domestic water pressure system	AS 2124	3 monthly inspection and testing
MECHANICAL SERVICES TO BE INSPECTED AND TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Condensers	AS/NZS 1668.1, AS 1668.2-2012, ARI, AREMA, AS/NZS 1677.1, AS/NZS 1677.2, AIRAH DA19	Monthly for casing, wiring, insulation, drains, unit operation, noise/vibration issues. Six monthly for coils, controls and valves. Yearly for air temp. All to AIRAH DA19
Ductwork	AS/NZS4254, AIRAH DA19	Inspect ductwork and all associated components (including hangers) every 12 months. Ongoing observation for air leaks, flex, corrosion etc all to AIRAH DA19
Pipework	AS/NZS 1668.1, AS 1668.2-2012, AS/NZS 3666, AIRAH DA19	Monthly for leaks and 12 months for insulation, hangers and brackets to AIRAH DA19
Impulse Fans	AS/NZS 1668.1, AS 1668.2-2002, AS/NZS 3666, AIRAH DA19	Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts Monthly to AIRAH DA19
Fans	AS/NZS 1668.1, AS 1668.2-2012, AS/NZS 3666, AIRAH DA19	Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts Monthly to AIRAH DA19
Air Filters	AS/NZS 1668.1, AS 1668.2-2012, AS1324.1, AS1324.2, AIRAH DA19	Inspect filters and determine if maintenance is required monthly to AIRAH DA19
MSSB	AS/NZS 1668.1, AS 1668.2-2012, AIRAH DA19	Monthly for physical damage, operation of each item, condition of all conduits, switches, lights etc. 3months check for meters & control switches. Yearly for all fuses,



ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
		connections to motors/equipment etc, conduit fixings, examinations of switches, panel seals etc, vacuuming, test operation. All to AIRAH DA19
Sensors	AS/NZS 1668.1, AS 1668.2-2012, AIRAH DA19	Check physical damage, location and operation three Monthly to AIRAH DA19
Dampers	AS/NZS 1668.1, AS/NZS 1668.2-2012, AIRAH DA19	Inspect and Clean Dampers annually to AIRAH DA19
OTHER SERVICE/MAINTENANCE TO BE PERFORMED		NATURE AND FREQUENCY
Timber Cladding		Re-apply oil following manufacturers specifications. Initially 6 months after installation. Following this, at 12 month intervals.
Reticulation System		To be checked and maintained for operation. Make repairs and adjustments to irrigation system as needed. Watering to be carried out in accordance with current Water Corporation guidelines and restrictions, except where an exemption has been obtained.
Roof Gutters		To be cleaned every 6 months
Soak wells		To be inspected every 6 months and emptied when required.
Linear drains in paving		To be inspected every 3 months for maintenance and cleaning.
External paving areas		To be swept regularly and at least annually.

### LIFTS

Equipment	Inspection/Test	Relevant Clause in AS 1735	Frequency in Years
Governor	Clean, lubricate and check for free operation, inspect jaws and sheave for wear.	8.1.3.1	5
	Test pull through	8.1.3.2	5
	Check electrical and mechanical trip	8.1.3	1
Safety Gear (all types)	Clean, lubricate and check for free operation	8.1.4	1
	Check activation force	8.1.4	5
	Inspect the wedge size and wear (if applicable) against design standard and tolerance	8.1.4	1
Safety gear (Type A)	Carry out no load test on safety gear, manually trip governor, at rated speed	8.1.5.1	1
Safety gear (Types B, C and D)	Carry out no load test on safety gear, manually trip governor, at inspection speed.**	8.1.5.2(a)	1
Safety gear (Types C and D)	Carry out performance test.**	8.1.5.2(b)	10
Safety gear (broken suspension operated type)	Carry out test on safety gear in accordance with Clause 5.7.2 expect that the car shall be without load.	8.1.7	1
	Carry out full load test on safety gear in accordance with clause 5.7.4 to demonstrate the stopping capabilities of the safety gear.	8.1.7	5
Safety gear (safety rope operated type)	Carry out test on safety gear in accordance with Clause 5.8 expect that the car shall be without load.	8.1.8	1
	Carry out full load test on safety gear in accordance with clause 5.8 to demonstrate the stopping capabilities of the safety gear.	8.1.8	5
Oil buffers	Check integrity and operation on empty car at inspection speed	8.1.6	1
Rail	Check condition visually for contamination	8.1.2	1
Rope	Check condition as per Appendix B of AS 1735.2	-	1

\*\*The break tests as set out in Appendices A, C and E of AS 1735 need be carried out before safety gear and load tests.

## 24. Administrative Expense Contributions Varied

4/2 Dynevor Road, Floreat  
24.1 Not provided in section 36 of the Act, the Strata Company must determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the Proprietors:

- (a) in proportion to the unit entitlement of their respective Residential Lots; or
- (b) in any other manner permitted under the By-Laws and the Act from time to time.

24.2 The Strata Company may raise the contributions levied pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:

- (a) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular Residential Lots as reasonably determined by the Council or the manager appointed by the Strata Company; and
- (b) the amount levied by the Strata Company for the control, repair and management of those areas, plant and equipment is apportioned between those Residential Lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those Residential Lots bears to the total unit entitlements for all of those Residential Lots.

24.3 The Strata Company may:

- (a) establish a reserve fund in accordance with section 36(2) of the Act;
- (b) determine the amount to be raised for the reserve fund being not less 0.25% of the insured value of the strata buildings in the Scheme per annum; and
- (c) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the Proprietors in proportion to the unit entitlement of their respective Residential Lots.

## 25. Dispute Resolution

### 25.1 No Proceeding

A Proprietor in dispute with another Proprietor or the Strata Company must not make an application to the State Administrative Tribunal for relief under the Act or start any other court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute (**Dispute**) unless it has first complied with this By-Law 25.

### 25.2 Notice of Dispute

- (a) A party claiming that a Dispute has arisen must give each other party to the Dispute a notice explaining the nature of the Dispute (**Dispute Notice**);
- (b) Each party must then, within five (5) Business Days after the Dispute Notice is given:

- (i) prepare, and exchange with the other party, a brief statement setting out the party's position on the Dispute and its reasons for adopting that position; and
- (ii) give to the other party any information that the other party may reasonably require to determine the issues relevant to the Dispute.

### **25.3 Best Efforts to Resolve Dispute**

Each party to the Dispute (**Disputant**) must use their best efforts to resolve the Dispute within five (5) Business Days after the notice is given under sub-bylaw 25.2 (or any longer period agreed by the Disputants) (**Initial Period**).

### **25.4 Referral to Mediation**

- (a) If the Disputants cannot resolve the Dispute within the Initial Period, the Dispute must be referred to mediation, where each Disputant must use their best efforts to resolve the Dispute within 10 Business Days after the Dispute is referred to them.
- (b) The mediation must be conducted by a mediator independent of the parties appointed by agreement of the parties or, failing agreement within 5 Business Days after expiry of the Initial Period, by a person appointed by the Chair of The Institute of Arbitrators and Mediators Australia Ltd (**IAMA**) or his or her nominee.
- (c) The rules of IAMA for the mediation of commercial disputes will apply to the mediation.
- (d) It is a condition precedent to the right of a party to litigate any Dispute that it has first complied with the mediation process set out in this clause.

## **26. Strata Company Insurance**

26.1 The Strata Company will at all times ensure that an insurance policy in accordance with the Act is in the name of the Strata Company and is current together with any other insurance policy which the Strata Company may decide to be necessary from time to time.

## **27. Animals**

27.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Residential Lot without the prior written consent of the Council.

27.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.

27.3 A Proprietor or occupier may keep:

- (a) Fish in an aquarium;
- (b) One caged bird;
- (c) One Acceptable Dog; or
- (d) One cat.

- 27.4 A proprietor must not keep an Excluded Dog.
- 27.5 A Proprietor or occupier must obtain written prior consent of the Council before it keeps:
- (a) Any type of dog that is not an Acceptable Dog;
  - (b) More than one dog or cat at the same time.
- 27.6 A Proprietor or occupier granted consent under sub-bylaw 27.2:
- (a) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
  - (b) may only enter upon the Common Property with the animal for the purposes of access and egress to its Residential Lot;
  - (c) is responsible for the health, hygiene, control and supervision of the animal; and
  - (d) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Proprietors.
- 27.7 The Strata Company may serve a notice on a Proprietor or occupier of a Residential Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 27.8 A Proprietor or occupier that fails to comply with a notice issued under sub-bylaw 28.4 must immediately remove the animal from the Residential Lot.

## 28. Prohibition On Smoking

- 28.1 No Proprietor, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of Common Property.
- 28.2 All Proprietors, occupiers and Invitees must:
- (a) Take all reasonable action to ensure that any smoking does not disturb other Proprietors; and
  - (b) comply with any Laws or regulations in relation to smoking in any areas of the Scheme.

## 29. Definitions

- 29.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:
- (a) **Act** means the Strata Titles Act 1985 (WA) and references to sections are references to sections of the Act;
  - (b) **AGM** means an annual general meeting of the Strata Company;
  - (c) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;

- Type text here
- (d) **Acceptable Dog** means any dog which:
    - (i) Is of a breed and size which is suitable to be kept as a domestic pet in a residential complex; and
    - (ii) Is not an Excluded Dog.
  - (e) **By-Law** means a by-law of the Strata Company and a reference to a sub-law will also mean a by-law of the Strata Company;
  - (f) **Common Property** means all that part of the Strata Plan that is not a Residential Lot or part of a Residential Lot on the Strata Plan;
  - (g) **Council** means the Strata Company's council of owners;
  - (h) **Excluded Dog** means each of:
    - (i) A pitbull terrier;
    - (ii) An American pitbull terrier;
    - (iii) A dogo argentine;
    - (iv) A feni breazileiro;
    - (v) A Japanese toza;
    - (vi) Any other outcross;
    - (vii) Any dog prohibited from importation into Australia by the Commonwealth Government of Australia;
    - (viii) An unregistered dog or dangerous dog under the Dog Act 1976,

where the context permits anyone or more of them.

- (i) **Facade** means the external face or elevation of the building within the Scheme;
- (j) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Residential Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
- (k) **Land** means the land on which the Strata Scheme is situated;
- (l) **Local Government** means the Local Government within whose area the Land is situated;
- (m) **Lot** has the meaning set out in the Act;
- (n) **Management Agreement** means the agreement made between the Strata Company and the Strata Manager;
- (o) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (p) **Proprietor** means the person who is for the time being registered under the Transfer of Land Act 1893 as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (q) **Residential Lot** means any of Lots 01 to 27 which are intended solely for occupation as a residence;

- (r) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (s) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (t) **Sign** includes any sign located on a Residential Lot or Common Property, together with all fixings and supports necessary for the sign's safe installation;
- (u) **Strata Company** means The Owners of Empire East, Perry Lakes Lot 229 Strata Plan Number 68419 constituted pursuant to section 32 of the Act which comes into force on registration of the Strata Plan;
- (v) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3) of the Act;
- (w) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (x) **Strata Plan** means the strata plan to which these By-Laws apply;
- (y) **Structure** includes any improvement erected in accordance with Section 7 of the Act;
- (z) **Vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land;
- (aa) **Waste Management Plan for Lot 229 Empire Perry Lakes** means the Refuse Storage and Refuse Collection Management Plan required by the Western Australia Planning Commission attached at Annexure A.

### 30. Interpretation

#### 30.1 In the Schedule 1 and Schedule 2 By-Laws:

- (a) Reference to any statute or statutory provision includes a reference to:
  - (i) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
  - (ii) all statutory instruments or orders made pursuant to it.
- (b) Words denoting the singular number shall include the plural and vice versa.
- (c) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

- (d) A reference to a person includes a natural person and an incorporated entity.
- (e) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (f) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

### **Schedule 2 By-Laws**

1. The Strata Company, must at all times:
  - (a) maintain the road verges directly abutting the Scheme in a neat and tidy condition; and
  - (b) maintain the common gardened areas in accordance with bylaw 24 below and the Landscape and Reticulation Plan attached at Annexure B.
2. **Refuse, Cleaning and Waste Management**
  - 2.1 Proprietors and occupiers must:
    - (a) comply with all By-Laws of the Local Government relating to the disposal of garbage;
    - (b) not deposit rubbish on Common Property or on their Residential Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 sub-bylaw 2.2, placed in garbage bins provided or approved by the Strata Company, or on any other Residential Lot.
  - 2.2 The Strata Company must appoint a Strata Manager to manage the bin storage areas for the property. In accordance with the Waste Management Plan the Strata Manager or the Strata Manager's representative will be responsible for the following:
    - (a) Liaising with the Town of Cambridge to coordinate the collection days and time for the collection of garbage and recycling bins;
    - (b) Placing full bins along the kerbside one hour prior on the collection day and remove and return to the bin store one hour after collection;
    - (c) Managing the bins (8 in total – 5 general waste and 3 recycling bins) in the bin store throughout the week to ensure that each bin is full and does not exceed 70kg before the next bin is filled and wherever possible presenting full bins for collection;
    - (d) Reporting any required changes for bin collection methodology to the Town of Cambridge;
    - (e) Maintaining the bin stores in a neat and tidy manner;
    - (f) Maintaining kerbside collection areas in a neat and tidy manner;
    - (g) Washing and deodorising bins as required;



- (h) Remaining aware of collection schedules, the Town of Cambridge's waste collection procedures or other issues that may affect the provision of waste collection services;
- (i) Co-ordinating the placement of bulk waste at the nominated verge locations on bulk waste collection days;
- (j) Informing Proprietors of any waste and recycling related issues;
- (k) Promoting correct waste separation between the garbage and recycling bins with assistance of educational material provided by the Town of Cambridge;
- (l) Arranging a private contractor for landscaping and disposal of green waste during maintenance;
- (m) Following occupation of the Residential Lots, the review and update of the Waste Management Plan to reflect required improvements or changes in the Town of Cambridge's operating procedure;
- (n) The Strata Manager's representative regularly update an information sheet to be affixed at the entry to the bin store containing the following information:
  - a. Strata Manager and Strata Manager's representative contact details for any waste related issues;
  - b. Bin collection days and times, with a view to informing road users on collection days;
  - c. Waste types appropriate for each bin;
  - d. Web link for Town of Cambridge;
  - e. Information on types of waste allowed to be disposed of in general waste and recycling bins;
  - f. Information on temporary stacking of flattened surplus cardboard during times when the bins are full;
  - g. Notice that bulk rubbish, E-waste and other items are not stored in the bin store;
  - h. The next bulk collection period; and
  - i. A signup sheet for residents who may be interested in hiring a bulk collection skip bin, and
- (o) Any other issues that may be required by the Strata Company arising out of the Waste Management Plan.

2.3 The Strata Company may engage a representative who shall be responsible for the management, storage, placement and collection of bins as required under sub-bylaws 2.2 however, the Proprietors and occupiers acknowledge and agree that they are not released from their obligations in sub-bylaw 2.1 and, in particular, in the absence of an appointed representative, the Proprietors and occupiers must carry out the duties that would otherwise be performed by the representative.

2.4 The Strata Company's representative will be supplied with:

- (a) a high visibility vest to increase safety when using the residential vehicle access ramp to transport the bins to and from the kerbside; and
- (b) an appropriate security key to access the bin store area and to open and close the gate.

### 3. Alterations to Residential Lot

3.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Residential Lot before they have:

- (c) obtained all the necessary approvals and permits of the Local Government;
- (d) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;
- (e) in addition to section 7 of the Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
- (f) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
- (g) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated work.

3.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Residential Lot, a Proprietor must ensure:

- (a) subject to By-Law 12, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Residential Lot intended for use as a car parking bay;
- (b) that no refuse, rubbish, trash or building materials are stored on or within any part of the Common Property;
- (c) that no security door or gate within the scheme remains open while the works are carried out;
- (d) that any Common Property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- (e) that access to or egress from the Proprietor's Residential Lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the Council or the Strata Manager;
- (f) that no noxious or offensive activity be carried on upon its Residential Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Residential Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be

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used in the performance of the works during the hours specified in this sub-by-law 3.2(f);

- (g) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the Residential Lot; and
- (h) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

#### 4. Use of Common Property - Conduct of Proprietors, Occupiers and Invitees

##### 4.1 Proprietors and occupiers must:

- (a) use and enjoy the Common Property in such a manner as not to interfere with the reasonable use and enjoyment of the Common Property by other Proprietors, occupiers or Invitees;
- (b) take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Residential Lot or other Residential Lots by other Proprietors, occupiers or Invitees; and
- (c) ensure that they comply, and that their Invitees comply, with the provisions of the By-Laws and the regulations or by-laws of the Local Government or any other relevant authority, and they must do all such things as are reasonably necessary to ensure that the Invitees vacate the Land as soon as possible, if the Invitees fail to comply with any By-Law or regulation.

##### 4.2 Proprietors and occupiers must not:

- (a) use their Residential Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Residential Lot;
- (b) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Residential Lot or to any person lawfully using Common Property;
- (c) permit any child of whom he has control to play upon the Common Property or use the facilities unless accompanied by an adult exercising effective control;
- (d) ride bicycles, skateboards or rollerblades or similar equipment on the Common Property;
- (e) make undue noise or allow undue noise to be made in or about any Residential Lot or Common Property;
- (f) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (g) damage Common Property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

4.3 Proprietors and occupiers must not, without the prior consent of the Strata Company:

- (a) obstruct the lawful use of the Common Property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Residential Lot or any part of the Common Property;
- (b) maintain within its Residential Lot anything that is visible from the outside of the Residential Lot which is not in keeping with the amenity or reputation of the Scheme;
- (c) store any items in or upon the Common Property;
- (d) use any part of the Common Property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
- (e) transport any large object through or upon Common Property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the Common Property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

## 5. Safety and Security

5.1 Proprietors and occupiers must:

- (a) take all reasonable steps to maintain the safety and security of its Residential Lot and the Scheme;
- (b) notify the Council immediately they become aware of any threat to the Scheme;
- (c) comply with all directions of the Council concerning the safety and security of the Scheme; and
- (d) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Proprietor provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Proprietor or occupier must pay all costs necessary to ensure security is preserved for all the Residential Lots and the Common Property.

## 6. Floor Coverings

- 6.1 A Proprietor must ensure that all floor space within that Proprietor's Residential Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Residential Lots;
- 6.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane

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approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

## **7. Balconies**

- 7.1 A Proprietor or occupier of a Residential Lot must not:
- (a) use any balcony other than for passive recreational pursuits directly related to the use to which the Residential Lot adjacent to the relevant balcony is put;
  - (b) place any white goods or other furniture on the balcony other than outdoor furniture;
  - (c) leave loose objects on the balcony and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Residential Lot if the balcony doors are left open;
  - (d) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony;
  - (e) hang any washing, bedding, clothing or other article on the balcony that is visible outside the Residential Lot.
- 7.2 Without limiting the effect of By-Law 18.7, a Proprietor or occupier of a Residential Lot may not install or permit to be installed any satellite dish, television aerial or other media or telecommunications device on a balcony or the walls or ceiling forming part of the balcony or on any location external to the Lot.
- 7.3 A Proprietor or occupier of a Residential Lot shall be responsible for all costs associated with any damage caused to the Residential Lot, the Scheme or to any other property of the Proprietor or occupier of the Residential Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Residential Lot.
- 7.4 The Proprietors and occupiers of a Residential Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:
- (a) the removal of lightweight furniture during storms; and
  - (b) the removal of planter boxes during storms.

## **8. Window Treatments**

- 8.1 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:
- (a) hang window treatments in any Residential Lot which are visible from the outside of a Residential Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company and/or have a neutral and uniform coloured backing material; or

- (b) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the Residential Lot.

**9. Floor Loading**

9.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:

- (a) excessive stress or floor loading to any part of a Residential Lot; or
- (b) a breach of any restrictive covenant applicable to the Strata Plan.

9.2 For the purposes of sub-by-law 10.1, the maximum floor loadings are:

- (a) for internal areas of Residential Lots 1.5kPa live load;
- (b) for balconies adjacent to Residential Lots 2kPa live load; and
- (c) common areas 4kPa.

**10. Cleaning Windows and Balustrading**

10.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Residential Lot, and all balcony glass on the boundary of its Residential Lot.

10.2 A Proprietor must keep clean all the balustrading of its Residential Lot in accordance with the maintenance schedule at Schedule 1 by-law 24.

**11. Signage on Residential Lots**

11.1 No sign or billboard may be displayed:

- (a) within public view on any portion of a Residential Lot; or
- (b) on the Common Property in respect of a Residential Lot.

**12. Vehicles**

12.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Residential Lot car bay or exclusive use car bay, or park or stand a Vehicle on Common Property except within a bay set aside for the parking of a motor Vehicle.

12.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:

- (a) damage from any cause a Vehicle may sustain at any time;
- (b) the theft of any Vehicle or for the theft of any parts, equipment or contents of any vehicle however occurring;

- (c) the theft of any of the goods or belongings of any Proprietor, occupier or Invitee from a Vehicle, whether the theft occurred in a Residential Lot, part Residential Lot or on Common Property, including any exclusive use car bay; or
  - (d) any injury which any Proprietor, occupier or visitor to the Land may sustain however or wherever occurring.
- 12.3 Each Proprietor will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions, suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Proprietor or any injury to or death of any person caused by that Proprietor using any part of the Land.
- 12.4 A Proprietor or occupier must not drive any Vehicle on any Common Property access ways in excess of 10 kilometres per hour.
- 12.5 A Proprietor, occupier or Invitee must not, without the prior written approval of the Strata Company:
- (a) park or stand any Vehicle upon Common Property, except as permitted by the By- Laws or with the written approval of the Council;
  - (b) park or stand any Vehicle on a part-lot car parking bay lot or Common Property other than wholly within a car parking bay;
  - (c) park or stand any Vehicle within any visitors car parking bay on Common Property;
  - (d) park or stand any Vehicle other than a motor car, on a Lot or Common Property, other than for and in the course of deliveries to the Lot; nor
  - (e) conduct substantial repairs to or restorations of any Vehicle upon Common Property or allow any inoperable Vehicle to remain on its Lot or on Common Property.

### 13. Inflammable Materials

- 13.1 A Proprietor and occupier must not use or store any inflammable or hazardous material upon the Residential Lot or the Common Property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a Vehicle.

### 14. Rules

- 14.1 The Strata Company may determine, in a general meeting from time to time to make, amend or withdraw rules for the use, control and management of the Common Property including (without limitation):
- (a) affixing of external aerials;
  - (b) parking of vehicles, including restrictions and requirements applicable to the parking of vehicles;
  - (c) fire and emergency exercises;
  - (d) use of lifts, stairways and passageways;

- (e) rubbish collection; and
- (f) security of the building and charges relating to the security system and security keys.

14.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

## 15. Fire Protection and Equipment

15.1 The Strata Company must:

- (a) adopt, regularly review and put into effect a fire management plan designed to:
  - (i) minimise the risk of an outbreak of fire being initiated within the Land;
  - (ii) to control and extinguish any outbreak of fire which may occur within the Land;
  - (iii) to preserve the safety of people located upon or within the Land; and
  - (iv) to address all issues required by the Fire Engineering Brief in Annexure C.
- (b) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the Common Property in accordance with the recommendations of FESA from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
  - (i) Automatic smoke detection and alarm system in accordance with BCA Specification E2.2a;
  - (ii) Emergency lighting and exit signage in accordance with AS 2293.1
  - (iii) Fire Hose Reels in accordance with A.S. 2441; and
  - (iv) Fire Hydrants in accordance with A.S. 2419.1.
- (c) Ensure that the following systems and physical building components shall be maintained in accordance with AS 1851-2012:
  - (i) Fire detection and occupant warning systems including system interfaces between as determined in accordance with AS 1851-2012 clause 1.12;
  - (ii) Fire hydrant system;
  - (iii) Fire hose reel system to the carpark level;
  - (iv) Fire extinguishers and blankets;
  - (v) Passive fire safety systems.
- (d) Ensure that regular housekeeping audits are carried out to ensure that:
  - (i) Combustibles are not stored near potential heat sources;
  - (ii) Combustibles are not stored adjacent to or in the path of exits; and



(iii) Exit doors are not blocked or locked.

15.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Residential Lot or the Common Property.

#### 16. Public Address and Sound Amplification Systems

16.1 No Proprietor or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in a Residential Lot or the Common Property, exclusive use area or in any other place where it may be heard in any other part of the Scheme without the consent of the Council.

#### 17. Common Property Damage & Contractor Instructions

17.1 If damage of any nature is caused to any part of the Common Property by the actions of any Proprietor, occupier or their Invitee, that Proprietor must bear the full cost of making good such damage.

17.2 If the Strata Company expends money to make good the damage to the Common Property (which has been notified to the relevant Proprietor and in relation to which notice the Proprietor is in default under Schedule 2, By-Law 18) the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.

17.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

#### 18. Default

18.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 16.2 then the Strata Company may enter upon any portion of a Residential Lot or the Common Property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

#### 19. Costs of Legal Proceedings

19.1 This By-Law takes effect subject to sections 81(11) and 111 of the Act.

19.2 If:

- (a) a Proprietor institutes legal proceedings against the Strata Company or legal proceedings in which the Strata Company becomes involved; or
- (b) the Strata Company institutes legal proceedings against a Proprietor or legal proceedings in which a Proprietor becomes involved as a party with an adverse interest; and

- (c) that Proprietor is not successful in those legal proceedings; and
- (d) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and
- (e) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**);
- (f) then the Council is empowered to:
- (g) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (h) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

19.3 For the purposes of this By-Law, "legal proceedings" includes (but is not limited to):

- (a) the issuing of a notice alleging a breach of the Act or By-Laws that could lead to an application to the State Administrative Tribunal or any Court;
- (b) an application to the State Administrative Tribunal for relief under the Act;
- (c) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (d) a claim in any Court for the recovery of any contribution or other amount levied on the Proprietor; and
- (e) any other proceedings in any court.

19.4 For the purposes of this By-Law, "costs" includes (but is not limited to):

- (a) Strata Manager's costs;
- (b) debt recovery agent's costs;
- (c) costs of any employees of and contractors to the Strata Company preparing for or being involved in the legal proceedings;
- (d) costs of any consultants and experts; and
- (e) legal costs and disbursements on a solicitor/own-client indemnity basis.

## 20. **Conditions of Approval**

20.1 When the consent of the Strata Company is required, the consent:

- (a) may be withheld;
- (b) may be given on conditions; and
- (c) may be withdrawn, as the Council shall reasonably determine.

## 21. Limiting Access to Parts of Common Property

- 21.1 The Strata Company may take measures to ensure the security and to preserve the safety of the Common Property and the Residential Lots from damage, fire or other hazards and, without limitation, may in respect of any part of the Common Property not required for access to a Residential Lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors or occupiers of any part of the Common Property.

## 22. Alarm Systems

- 22.1 A Proprietor, occupier or other resident of a Residential Lot must not install, upgrade or cause to be installed or upgraded a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).

## 24. Landscape and Reticulation Plan

- 23.1 The Strata Company must appoint a Strata Manager to manage the landscaping and reticulation for the property. In accordance with the Landscaping and Reticulation Plan attached at Annexure B the Strata Manager or the Strata Manager's representative will be responsible for the following:
- (a) Keeping the common property gardens clean and presentable;
  - (b) Maintaining all planting and grassing;
  - (c) Regularly testing soils;
  - (d) Replacing defective or failed planting and grassing;
  - (e) Watering;
  - (f) Taking responsibility for watering including but not limited to checking the timers and controllers;
  - (g) Fertilizing plants and lawns;
  - (h) Managing and eradicating weeds to all areas including paving;
  - (i) Mowing lawns and edging;
  - (j) De-thatching lawns;
  - (k) Coring lawns;
  - (l) Top dressing lawns;
  - (m) Selective pruning to existing trees and recently planted vegetation as needed;
  - (n) Pruning/clipping to hedging type planting;
  - (o) Topping up mulching;
  - (p) Checking drainage to planting pots and containers;
  - (q) Attending to staking and tying;
  - (r) Reinstating subsidence and erosion;
  - (s) Identifying and treating any disease and insect infestation;
  - (t) Maintaining constructed items;
  - (u) Cleaning repainting, touching up and /or repairing surface treatments and protective finishes to landscape elements;
  - (v) Maintaining furniture items and fencing;
  - (w) Maintaining paving, gravel surface finishes, walls, edging, kerbs, copings and the like;
  - (x) Washing paving to verge bin storage and barbeque;
  - (y) Removing any graffiti and replenishing anti-graffiti coatings;
  - (z) Maintaining automatic irrigation system(s);
  - (aa) Removing unwanted debris; and
  - (bb) The preparation and submission of regular maintenance reports.
- 23.2 The Strata Company may engage a representative who shall be responsible for the landscaping and reticulation as required under bylaw 1(b) and sub-bylaw 24.1

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**STRATA TITLES ACT 1985****SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

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

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

**1. Duties of owner**

- (1) The owner of a lot must –
  - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
  - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
  - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
  - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

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

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

**3. Power of strata company regarding submeters**

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

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

**4. Constitution of council**

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
  - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
  - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
  - (e) if the member is removed from office under sub-by-law (8); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

## 5. Election of council at general meeting

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

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

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

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

## 6. Chairperson, secretary and treasurer of council

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

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

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

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

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

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

## 8. Meetings of council

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

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

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

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

- the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- the answering of communications addressed to the strata company; and
- the calling of nominations of candidates for election as members of the council; and
- subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- the convening of meetings of the strata company and of the council.

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



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

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

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

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

## Schedule 2 – Conduct by-laws

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

### 1. Vehicles and parking

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

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

### 2. Use of common property

An owner or occupier of a lot must –

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

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

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

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

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

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

### 4. Behaviour of owners and occupiers

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

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

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

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

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

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

**7. Drying of laundry items and signage**

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

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

**8. Storage of inflammable liquids etc.**

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

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

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

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

**10. Floor coverings**

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

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

**11. Garbage disposal**

An owner or occupier of a lot must –

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

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

**12. Additional duties of owners and occupiers**

An owner or occupier of a lot must not –

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

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

**13. Notice of alteration to lot**

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

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

**14. Appearance of lot**

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

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

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

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

## Attachment 4

28/01/2025

FILE COPY

ESM Strata Pty Ltd  
ABN: 30641043183  
PO Box 779  
VICTORIA PARK WA 6979  
Ph: 9362 1166  
officeadmin@esmstrata.com.au

Dear Owner,

Re: Annual General Meeting for The Owners of Empire East Apartments, Strata Plan 68419

Please find enclosed documents relating to the Annual General Meeting for the above Strata Company. The meeting will be held at Cambridge Bowling Club, 39 Chandler Avenue West, Floreat on Thursday 20th February 2025, commencing at 06:30 pm.

If you have any queries on the finances or affairs of the Strata Company please address them in writing to our office at least 72 hours prior to the meeting. We can then prepare a response for you prior to the meeting.

**Please pay particular attention to the proxy form to ensure that it is completed correctly.** An invalid proxy means you will be unable to vote at the meeting. If you have any questions about how to complete the proxy form, please contact our office.

Please also be aware, except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, **no owner is entitled to vote at any general meeting unless all contributions payable in respect to their lot have been duly paid** and any other moneys recoverable under the Act by the strata company from them at the date of the notice given to owners of the meeting have been duly paid before the commencement of the meeting.

Thank you for your attention to the above. We otherwise look forward to seeing you at the meeting.

Yours faithfully,

Zaine Beggs  
For and On Behalf of the Owners of Empire East Apartments, Strata Plan 68419

Enc.

**The Owners of Empire East Apartments  
2 Dynevor Rise  
Strata Plan 68419**

**Notice of Annual General Meeting**

Notice is hereby given that the Annual General Meeting of the above strata company will be held at Cambridge Bowling Club, 39 Chandler Avenue West, Floreat on Thursday 20th February 2025, commencing at 06:30 pm.

Registration opens 15 minutes prior to the start time.

This notice is issued pursuant to Section 129 of the Strata Titles Act 1985, on 28/01/2025, being not less than 14 days prior to the holding of the meeting.

*Please email your strata manager no less than 5 business days prior to the meeting to advise if you wish to attend the meeting electronically. If electronic attendance is permitted at this meeting, the manager will then email you the details of how you can participate remotely.*

The attention of owners is drawn to the following documents enclosed with this combined notice and agenda for this meeting:

1. Forms of specific proxy
2. Information in respect to nomination and election of members of the council
3. Rules of Meetings for the conduct of Proceedings
4. The Agenda for the meeting
5. Statement of accounts for period 01/01/2024 to 31/12/2024
6. Budget of estimated expenditure from the administrative fund period 01/01/2025 to 31/12/2025
7. Any other documentation noted in the Agenda

# Proxy Form for the General Meeting to be held on 20th February 2025

## The Owners of Empire East Apartments, Strata Scheme 68419

Please read the important notes below before completing this form

I/We, \_\_\_\_\_

being the owner/s of Lot number/s \_\_\_\_\_ hereby appoint:  
(\*Select only one of the below options by deleting the other two options)

**\*Option 1**

Name of proxy holder \_\_\_\_\_ or, failing his/her attendance at  
the general meeting, the chairperson of the general meeting, **or**,

**\*Option 2**

The chairperson from time to time of general meetings of the strata company, **or**,

**\*Option 3**

Name of proxy holder \_\_\_\_\_ only,

to speak and act as my/our proxy holder and to vote for me/us at the general meeting to be  
held on 20th February 2025 **and at any adjournment of that meeting.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature of **sole** owner \_\_\_\_\_ or **all** co-owners \_\_\_\_\_

\_\_\_\_\_ owner \_\_\_\_\_ co-owner

\_\_\_\_\_ co-owner

\_\_\_\_\_ co-owner

### **Section Below For Use Only by an Incorporated Owner**

In the case of an incorporated proprietor, this form requires the signature of a duly  
authorised person authorised to sign by its constitution.

\_\_\_\_\_  
Director/Secretary/Attorney/Officer/Agent (*Delete those not applicable*)

---

### **IMPORTANT NOTES**

- 1.Any natural person can hold a proxy form. That person does not have to be a proprietor.
- 2.An incorporated owner should appoint a natural person as its proxy holder if it intends to vote.
- 3.Except in the case of a unanimous resolution, co-owner of a lot (e.g. husband and wife) may only vote on a show of hands if a proxy form has been completed by all co-owner appointing one person to vote for them.
- 4.If possible, please complete and return the proxy form to the strata company manager well before the general meeting and confirm its safe receipt. Email: [officeadmin@esmstrata.com.au](mailto:officeadmin@esmstrata.com.au)
- 5.If you want to revoke this proxy form, please give notice of revocation to the proxy holder and the strata manager.
- 6.An incorrectly completed proxy may result in the proxy being invalid.

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# Nomination for Election to Council for The Owners of Empire East Apartments, Strata Scheme 68419

To the Chairperson  
The Owners of Empire East Apartments - Strata Plan 68419

I/we being the owner/co-owner of Lot \_\_\_\_ hereby nominate (please print)

..... (name of the person or corporate owner who is  
being nominated) as a candidate for election to the council at the annual general meeting  
of the strata company to be held on 20th February 2025

Name/s of nominator/s (please print):

Signature/s of nominator/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Director/Secretary/Attorney/Officer/Agent**

*(\*In the case of an incorporated owner, the nominator should delete those not applicable)*

Dated: \_\_\_\_\_

---

## Consent to Nomination for Election to Council

I hereby advise that I/we consent to being nominated as a candidate for election to the  
council of the strata company at the annual general meeting to be held on 20/02/2025  
and, if elected, to serve as a member of the council.

Name of Nominee: \_\_\_\_\_ (Please print) of Lot: \_\_\_\_\_

Signature of Nominee: \_\_\_\_\_ Dated: \_\_\_\_\_

**\*Director/Secretary/Attorney/Officer/Agent**

*(\*In the case of an incorporated owner, the nominator must delete those not applicable)*

---

### IMPORTANT NOTES

1. This form of nomination and consent to nomination must be in the hands of the Chairperson of the Annual General Meeting prior to the close of nominations for that election. Email: [officeadmin@esmstrata.com.au](mailto:officeadmin@esmstrata.com.au)
  2. In the case of a **sole owner** written consent is only required if the candidate, being a natural person, is not personally present at the meeting.
  3. In the case of **co-owner** of a Lot the nomination must be in favour of one co-proprietor and signed by all co-proprietors, including the nominee.
  4. In the case of an **incorporated owner** the nomination and consent must be in writing and needs to be signed by a properly authorised person.
-



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## ESM Strata Pty Ltd

### Attachment to insurance schedule and provided with the notice of annual general meeting. Insurance requirements and important information for your Strata Company.

<b>Compulsory Insurance Cover</b>	Your strata company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) ("Act") and Section 97 set out the full insurance requirements. These requirements are insured under the current policy, details of which are shown on the attached insurance schedule
<b>Buildings, fixtures and improvements</b>	The sum insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three to five yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.
<b>Public Liability</b>	In the case of public liability risks the minimum amount under the Act is \$10 million. Many strata companies now insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.
<b>Workers Compensation</b>	We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 2023. In any case, the Strata Company must have this cover if they have any employees.
<b>Discretionary Insurance Cover</b>	In addition to the compulsory insurances required under the Act, a Strata Company also has <u>other risks</u> it should consider covering because of its financial or legal responsibilities <b>for which it may become liable</b> . The Strata Company has the discretionary power to insure for <u>other risks</u> such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, and owner's fixtures and improvements.
<b>Schedule of Insurance</b>	The insurance schedule (renewal notice) shows which risks have been selected and the applicable sum insured amount. For a full understanding of the additional benefits applying to each policy you will need to review the policy wording or speak with the Insurer.
<b>Important</b>	Should you decide to seek an alternative quotation or change your insurance, your current insurance policy i.e. renewal should be the <b><u>minimum cover to be afforded by any new policy, including all additional and special benefits</u></b> . This means when seeking and comparing your existing policy with other quotations, great care should be exercised to ensure there is a 'like for like' comparison made and no reduction in cover or increase in risk for the strata plan and its owners. For more information about this please speak to your Strata Company Manager or broker.

#### General Advice Warning

The above information is not personal advice. This advice is general only and before a decision is made to insure, the product disclosure statement should be carefully reviewed. The strata company has been provided a copy of the relevant Insurers financial services guide and product disclosure statement and these are held as part of the records of the strata company and are open to personal inspection by owners pursuant to section 107 of the Act.

#### Disclosure of our Relationship, and any Commission Received

As an authorized representative/distributor of the following Insurer's and Agents, ESM Strata Pty Ltd receive a commission for arranging the insurance through the entities listed below. This relationship allows ESM Strata Pty Ltd to arrange Insurance, seek quotes, alter the policy coverage from time to time, lodge claims, speak to the assessor/claims department directly, and assist with the day-to-day Insurance needs of the Strata Company. A commission is paid to ESM Strata Pty Ltd of up to 20% of the base premium. This commission does not affect the premium you pay to the insurer. Please be advised, that if the Strata Company opts to use an alternative Insurer/Broker, additional charges may apply for work carried out relating to Insurance by ESM Strata Pty Ltd:

ESM Strata Pty Ltd are authorised representatives for the following:

- Authorised Representative # 269635 of CHU Underwriting Agencies (CHU) and an agent of the insurers QBE Insurance (Australia) Limited and QBE Workers Compensation (NSW) Limited.
- Authorised Representative # 269635 of Body Corporate Brokers Pty Ltd (BCB).
- Authorised Representative # 269635 of Professional Services Corporation Pty Ltd. (PSC)

ESM Strata Pty Ltd (ESM) are Distributors for the following:

- Strata Community Insurance Underwriting Agencies Pty Ltd (SCI) and an agent of the insurers, Allianz Australia Insurance Ltd.
- Honan Insurance Group (Australian Financial Service License No. 246749).

Product Disclosure Statements & Financial Services Guides for the above Insurers can be found on our Knowledge Base here:

<http://knowledgebase.esmstrata.com.au/74256-insurance/insurance-policies-pds-and-fsg>

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## **Rules of Meetings for the conduct of the proceedings at General Meetings of the Strata Company**

### **1. Application.**

These rules of meetings shall apply to all General Meetings of the Strata Company and remain subject to the provisions of the Strata Titles Act 1985 and the by-laws of the Strata Company.

### **2. Commencement and conclusion of General Meetings.**

General Meetings shall, subject to the presence of a quorum, commence at the time notified in the notice of meeting and continue, subject to any adjournment of the meeting, until all business notified on the agenda is concluded.

### **3. Quorum**

A quorum is one half of the owners registered on the strata roll.

### **4. Voting Eligibility**

Any person / corporation registered on the strata roll or the appointed VALID proxy holder who has paid their levies PRIOR to the start of the meeting.

### **5. Proxy**

For sole ownership, the owner need not sign a proxy form if attending physically or remotely. For co-ownership, the VALID proxy form must be signed by all co-owners.

For a corporation / in trust, an authorised officer of the company or trustee MUST sign the proxy form.

### **6. COO Nominations.**

For sole ownership, the owner need not sign a nomination form if attending physically or remotely. For co-ownership, the VALID nomination form must be signed by all other co-owners. For a corporation / in trust, an authorised officer of the company or trustee MUST sign the nomination form.

Note: For each nomination to be valid, each nominee must agree to the nomination.

### **7. Motions.**

The appointed chairperson of the meeting will ask for someone to move and second a motion and only those eligible to vote on a motion are eligible to move / second such a motion.

### **8. Amendment to motions.**

A proposed amendment to a motion already on notice as presented to all owners shall be in writing and submitted to the Strata Manager, 72 hours before the scheduled date and time of the meeting. The proposed amendment shall be only to alter / modify the existing form of the motion on notice and to enable owners to appreciate the significance of the proposal.

### **9. Debates**

A debate can take place after a motion is seconded. Items of business are decided by a show of hands. Any request for a poll vote MUST be made PRIOR to the resolution being put to the meeting.

### **10. Speaking**

Everyone has a right to speak. After the motion is read and the chairperson opens it for discussion, anyone wishing to speak MUST raise a hand and identify themselves and unit they represent BEFORE speaking.

Each person eligible to vote is allowed to speak for or against a motion for 2 minutes. All remarks are through the chairperson and through the chairperson to the meeting. The chairperson has the responsibility to monitor the time and relevance of the contents of the speaker to the motion being discussed.

### **11. Business of the meeting**

Only those items of business shown in the agenda for the meeting may be discussed or determined by that meeting although, subject to the discretion of the Chairperson and the leave of the meeting, any other matters raised which are relevant to the affairs of the Strata Company may be discussed and referred to the elected Council of the Strata Company for their consideration and any appropriate or directed action.

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# Agenda for the Annual General Meeting

S/Plan 68419 Empire East Apartments 2 Dynevor Rise

Generated at: 28/01/2025 03:38 pm

20/02/2025 06:30 pm

User: Zaine Beggs

## 1. Appointment of Chairperson for the meeting

Only required if the Chairperson of the Council is unavailable or unwilling to act.

## 2. Confirmation of Previous Minutes

*Minutes of the last General Meeting have previously been distributed to owners.*

### **Motion under notice –**

That the previously circulated minutes of the General Meeting held on 22/02/2024 be confirmed as a true record of those proceedings.

- Consideration of any matters arising from the minutes not otherwise provided for by this agenda.

## 3. Consideration of the Statement of Accounts

*A copy of which is attached to this notice.*

***(Questions of a financial nature should be notified to the Strata Company not later than 3 business days prior to the meeting.)***

### **Motion under notice –**

That the Statement of Accounts for the period 01/01/2024 to 31/12/2024, showing an amount of \$149,896.48 net owners' funds, be adopted as presented.

## 4. Insurance Certificate of Currency

*- A copy of the Certificate of Currency is attached to this notice.*

*- A copy of the Underwriter's PDS & FSG forms part of the Strata Company's records.*

*- A Valuation was last undertaken on 13/02/2017.*

### **Motion under notice –**

That the Council be directed to renew the Strata Company Insurance Policy prior to its expiry date (15/12/2025) in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.

## 5. Insurance Valuation

*The last Insurance Valuation was completed on 13/02/2017, with a total building replacement value of \$12,060,000.00.*

**Note:** *We've been advised by brokers that some Insurers are reluctant to quote where a building has not undertaken an Insurance Valuation within the last 3 years.*

### **Motion under notice –**

That the Council of the Strata Company be directed to obtain a common property replacement valuation by qualified professional advisors, and assess whether the Strata Company's building insurance should be amended to reflect the valuation sum.

## 6. Constitution of the Council of the Strata Company

### **Motion under notice –**

**a)** That the Council of the Strata Company consist of 4 owners.

**b)** Chairperson to call for nominations of candidates for election to the Council;

And, if required will,

**c)** Conduct a ballot to elect members of the Council.

*Please note: ESM Strata recommend the Council of the Strata Company meet as soon as possible to assume office positions to comply with the requirements of the Strata Titles Act.*

## **SPECIAL BUSINESS**

## 7. Strata Company Financials Year By-Law

### Motion under notice –

That the Strata Company resolves by an ordinary resolution to add the following Schedule 1 Governance By-Law to the By-Laws that apply to the scheme:

#### 11. Financial Year

That the financial year for the Strata Company is the period of 12 months ending on 31st December.

## 8. Consideration of Administrative Fund Budget

*A copy of which is attached to this notice.*

### Motion under notice –

That the budget of estimated expenditure from the Administrative Fund (GST inclusive) for the period 01/01/2025, to 31/12/2025, amounting to \$109,750.00 (or as modified by the meeting) be adopted, and shall also be the same budget for the following 12 month period until amended at a future General Meeting.

## 9. Determination of the Levy of Contributions for the Administrative Fund **Attachment 6**

### Motion under notice –

That the **Levy** of contributions on owners for the **Administrative Fund** (Ref 100(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$2.74	01/01/2025 - 31/03/2025	01/01/2025 (previously approved)
\$2.74	01/04/2025 - 30/06/2025	01/04/2025
\$2.74	01/07/2025 - 30/09/2025	01/07/2025
\$2.74	01/10/2025 - 31/12/2025	01/10/2025

to raise an amount of \$109,780.00 in the financial year 01/01/2025 to 31/12/2025, and

\$/Unit of Entitlement	For the Period	Due Date
\$2.74	01/01/2026 - 31/03/2026	01/01/2026 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

## 10. Determination of the Levy of Contributions for the Reserve Fund

### Motion under notice –

That the **Levy** of contributions on owners for the **Reserve Fund** (Ref 100(2) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$0.86	01/01/2025 - 31/03/2025	01/01/2025 (previously approved)
\$0.86	01/04/2025 - 30/06/2025	01/04/2025
\$0.86	01/07/2025 - 30/09/2025	01/07/2025
\$0.86	01/10/2025 - 31/12/2025	01/10/2025

to raise an amount of \$34,400.00 in the financial year 01/01/2025 to 31/12/2025, and

\$/Unit of Entitlement	For the Period	Due Date
\$0.86	01/01/2026 - 31/03/2026	01/01/2026 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

## 11. Approval of Pre-Approval Expenditure Limit for the Strata Manager

### Motion under notice –

That the Strata Company resolves by ordinary resolution that the Strata Manager is authorised to arrange repairs and maintenance for works to the Common Property up to a limit of \$500.00 excluding GST per item.

**12. Matters without notice for discussion and referral to the Council**

**Note:** Such matters may only be raised at the discretion of the Chair and with leave of the meeting.

**13. Close of Meeting**



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**Balance Sheet - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
For the Financial Period 01/01/2024 to 31/12/2024

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	Administrative	Reserve	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
Owners of Empire East Apartments SP68419 <i>Macquarie Bank BSB: 186-300 Acc No: 239378128</i>	\$29,133.46	\$39,247.73	\$68,381.19
Owners of Empire East Apartments SP68419 INV 2 <i>Macquarie Bank BSB: 186-300 Acc No: 267044824</i>	\$0.00	\$103,939.18	\$103,939.18
Accounts Receivable (Debtors)	\$480.00	\$0.00	\$480.00
Receivable (Levies + Utilities)	\$2,851.75	\$861.66	\$3,713.41
	<hr/>		
<b>Total Assets</b>	<b>\$32,465.21</b>	<b>\$144,048.57</b>	<b>\$176,513.78</b>
<b>Liabilities</b>			
Accounts Payable (GST Free)	\$3,757.44	\$0.00	\$3,757.44
Levies Paid In Advance	\$17,415.20	\$5,444.66	\$22,859.86
	<hr/>		
<b>Total Liabilities</b>	<b>\$21,172.64</b>	<b>\$5,444.66</b>	<b>\$26,617.30</b>
	<hr/>		
<b>Net Assets</b>	<b>\$11,292.57</b>	<b>\$138,603.91</b>	<b>\$149,896.48</b>
<b>Owners Funds</b>			
Opening Balance	\$6,579.04	\$100,107.21	\$106,686.25
Net Income For The Period	\$4,713.53	\$38,496.70	\$43,210.23
	<hr/>		
<b>Total Owners Funds</b>	<b>\$11,292.57</b>	<b>\$138,603.91</b>	<b>\$149,896.48</b>
	<hr/>		

**Income and Expenditure Statement - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
For the Financial Period 01/01/2024 to 31/12/2024

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$502.86	\$0.00	\$15.75
Levy Income A	\$109,735.15	\$109,780.00	\$109,900.00
National Energy Relief Offset	\$687.50	\$0.00	\$325.00
REIMB - By-Law Compliance Fee	\$22.00	\$0.00	\$0.00
REIMB - Debt Collect/Legal	\$286.00	\$0.00	\$88.00
REIMB - Insurance Claim	\$3,391.20	\$0.00	\$0.00
REIMB - Keys/Remote/Fobs	\$662.00	\$0.00	\$382.50
REIMB - Section 110(1) & (2) fee	\$280.00	\$0.00	\$840.00
<b>Total Administrative Fund Income</b>	<b>\$115,566.71</b>	<b>\$109,780.00</b>	<b>\$111,551.25</b>

**Expenses**

ATO Compliance	\$706.40	\$425.00	\$425.00
Additional Strata Mment Fees	\$514.22	\$500.00	\$468.46
By-Law Compliance	\$22.00	\$0.00	\$0.00
Cleaning	\$11,616.00	\$15,000.00	\$14,986.54
Debt Collection - Expense	\$286.00	\$0.00	\$88.00
Electricity - Common	\$5,947.79	\$6,000.00	\$5,570.26
Fire Protection Equipment	\$6,475.72	\$7,000.00	\$6,144.98
Insurance	\$23,946.00	\$25,000.00	\$23,349.00
Keys, Remotes & Common Seals	\$198.00	\$0.00	\$66.00
M&R - Airconditioning	\$335.50	\$3,500.00	\$4,492.73
M&R - Electrical	\$1,268.47	\$2,750.00	\$2,706.94
M&R - Gardens & Lawns	\$10,999.71	\$7,750.00	\$7,379.79
M&R - General	\$10,443.13	\$3,500.00	\$3,670.50
M&R - Lift	\$7,650.39	\$9,000.00	\$8,407.00
M&R - Lift Telephone	\$1,200.18	\$1,200.00	\$1,201.68
M&R - Plumbing	\$5,965.00	\$1,500.00	\$286.00
M&R - Reticulation/Irrigation	\$0.00	\$500.00	\$0.00
M&R - Security Gates/Doors	\$1,262.25	\$1,500.00	\$4,080.07
Meeting Fees & Expenses	\$275.00	\$600.00	\$385.00
Professional Fees	\$0.00	\$2,500.00	\$0.00
Section 110(1) & Section 110(2) - Fee	\$308.00	\$0.00	\$924.00
Strata Mment Fee	\$10,968.44	\$11,075.00	\$10,648.98
Water Consumption	\$7,978.98	\$6,500.00	\$6,139.44
Window Cleaning	\$2,486.00	\$2,500.00	\$0.00
Working Capital	\$0.00	\$1,970.00	\$0.00

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**Income and Expenditure Statement - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
For the Financial Period 01/01/2024 to 31/12/2024

---

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Total Administrative Fund Expenses</b>	<b>\$110,853.18</b>	<b>\$110,270.00</b>	<b>\$101,420.37</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$4,713.53</b>	<b>\$(490.00)</b>	<b>\$10,130.88</b>

---

**Income and Expenditure Statement - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
For the Financial Period 01/01/2024 to 31/12/2024

---

**Reserve Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$157.52	\$0.00	\$4.61
Interest on Term Deposits - R	\$3,939.18	\$0.00	\$1,529.08
Levy Income R	\$34,400.00	\$34,400.00	\$34,400.00
<b>Total Reserve Fund Income</b>	<b>\$38,496.70</b>	<b>\$34,400.00</b>	<b>\$35,933.69</b>
<b>Expenses</b>			
10 Yr Maintenance Plan	\$0.00	\$0.00	\$109,389.21
<b>Total Reserve Fund Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$109,389.21</b>
<b>Reserve Fund Surplus/Deficit</b>	<b>\$38,496.70</b>	<b>\$34,400.00</b>	<b>\$(73,455.52)</b>

**ESM Strata Pty Ltd**  
**Proposed Budget for Strata Company 68419**

**EMPIRE EAST APARTMENTS, 2 Dynevor Rise FLOREAT**

Prepared by ESM Strata Pty Ltd (ABN 30641043183)  
 PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Aggregate Units of Entitlement (UOE) 10000	Proposed Budget (01/01/2025-31/12/2025)	Adjustment	Current Year (01/01/2024-31/12/2024)			Last Year (01/01/2023-31/12/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
<b>Administrative Fund- Contribution Schedule</b>								
ATO Compliance	\$700.00		\$425.00	\$706.40	\$-281.40	\$190.00	\$425.00	\$-235.00
Additional Strata Mment Fees	\$500.00		\$500.00	\$514.22	\$-14.22	\$200.00	\$468.46	\$-268.46
By-Law Compliance	\$0.00		\$0.00	\$22.00	\$-22.00	\$0.00	\$0.00	\$0.00
Cleaning	\$13,000.00		\$15,000.00	\$11,616.00	\$3,384.00	\$13,000.00	\$14,986.54	\$-1,986.54
Debt Collection - Expense	\$0.00		\$0.00	\$286.00	\$-286.00	\$0.00	\$88.00	\$-88.00
Electricity - Common	\$6,000.00		\$6,000.00	\$5,947.79	\$52.21	\$6,500.00	\$5,570.26	\$929.74
Fire Protection Equipment	\$7,000.00		\$7,000.00	\$6,475.72	\$524.28	\$10,000.00	\$6,144.98	\$3,855.02
Insurance	\$28,000.00		\$25,000.00	\$23,946.00	\$1,054.00	\$23,000.00	\$23,349.00	\$-349.00
Keys, Remotes & Common Seals	\$0.00		\$0.00	\$198.00	\$-198.00	\$0.00	\$66.00	\$-66.00
M&R - Airconditioning	\$350.00		\$3,500.00	\$335.50	\$3,164.50	\$500.00	\$4,492.73	\$-3,992.73
M&R - Electrical	\$2,750.00		\$2,750.00	\$1,268.47	\$1,481.53	\$2,500.00	\$2,706.94	\$-206.94
M&R - Gardens & Lawns	\$7,750.00		\$7,750.00	\$10,999.71	\$-3,249.71	\$7,200.00	\$7,379.79	\$-179.79
M&R - General	\$3,500.00		\$3,500.00	\$10,443.13	\$-6,943.13	\$5,713.90	\$3,670.50	\$2,043.40
M&R - Lift	\$8,000.00		\$9,000.00	\$7,650.39	\$1,349.61	\$7,000.00	\$8,407.00	\$-1,407.00
M&R - Lift Telephone	\$1,200.00		\$1,200.00	\$1,200.18	\$-0.18	\$1,200.00	\$1,201.68	\$-1.68
M&R - Plumbing	\$2,000.00		\$1,500.00	\$5,965.00	\$-4,465.00	\$1,500.00	\$286.00	\$1,214.00
M&R - Reticulation/Irrigation	\$0.00		\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00
M&R - Security Gates/Doors	\$1,500.00		\$1,500.00	\$1,262.25	\$237.75	\$1,500.00	\$4,080.07	\$-2,580.07
Meeting Fees & Expenses	\$600.00		\$600.00	\$275.00	\$325.00	\$600.00	\$385.00	\$215.00
Professional Fees	\$2,500.00		\$2,500.00	\$0.00	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00
Section 110(1) & Section 110(2) - Fee	\$0.00		\$0.00	\$308.00	\$-308.00	\$0.00	\$924.00	\$-924.00
Strata Mment Fee	\$11,400.00		\$11,075.00	\$10,968.44	\$106.56	\$10,666.65	\$10,648.98	\$17.67
Water Consumption	\$8,000.00		\$6,500.00	\$7,978.98	\$-1,478.98	\$6,000.00	\$6,139.44	\$-139.44

**ESM Strata Pty Ltd  
Proposed Budget for Strata Company 68419**

**EMPIRE EAST APARTMENTS, 2 Dynevor Rise FLOREAT**

Prepared by ESM Strata Pty Ltd (ABN 30641043183)  
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Aggregate Units of Entitlement (UOE) 10000	Proposed Budget (01/01/2025-31/12/2025)	Adjustment	Current Year (01/01/2024-31/12/2024)			Last Year (01/01/2023-31/12/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
<b>Administrative Fund- Contribution Schedule</b>								
Window Cleaning	\$3,000.00		\$2,500.00	\$2,486.00	\$14.00	\$2,500.00	\$0.00	\$2,500.00
Working Capital	\$2,000.00		\$1,970.00	\$0.00	\$1,970.00	\$5,000.00	\$0.00	\$5,000.00
<b>TOTAL ADMIN FUND</b>	<b>\$109,750.00</b>		<b>\$110,270.00</b>	<b>\$110,853.18</b>	<b>\$-583.18</b>	<b>\$110,270.55</b>	<b>\$101,420.37</b>	<b>\$8,850.18</b>
<b>TOTAL ADMIN BUDGET</b>	<b>\$109,750.00</b>		<b>\$110,270.00</b>			<b>\$110,270.55</b>		

**ESM Strata Pty Ltd**  
**Proposed Budget for Strata Company 68419**  
**EMPIRE EAST APARTMENTS, 2 Dynevor Rise FLOREAT**

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Aggregate Units of Entitlement (UOE) 10000	Proposed Budget (01/01/2025-31/12/2025)	Adjustment	Current Year (01/01/2024-31/12/2024)			Last Year (01/01/2023-31/12/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
<b>Reserve Fund-</b>								
<i>Contribution Schedule</i>								
10 Yr Maintenance Plan	\$0.00		\$0.00	\$0.00	\$0.00	\$21,000.00	\$109,389.21	\$-88,389.21
<b>TOTAL RESERVE FUND</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,000.00</b>	<b>\$109,389.21</b>	<b>\$-88,389.21</b>
<b>TOTAL RESERVE BUDGET</b>	<b>\$0.00</b>		<b>\$0.00</b>			<b>\$21,000.00</b>		

**ESM Strata Pty Ltd**  
**Proposed Budget for Strata Company 68419**  
**EMPIRE EAST APARTMENTS, 2 Dynevor Rise FLOREAT**

Prepared by ESM Strata Pty Ltd (ABN 30641043183)  
 PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

**Budget Summary (01/01/2025-31/12/2025)**

	<b>Proposed</b>	<b>1st Instalment 01/01/2025</b>	<b>2nd Instalment 01/04/2025</b>	<b>3rd Instalment 01/07/2025</b>	<b>4th Instalment 01/10/2025</b>	<b>TOTAL (01/01/2025-31/12/2025)</b>	<b>Next Pre Issue 01/01/2026</b>
Administrative Fund	\$109,750.00	\$27,445.05	\$27,445.05	\$27,445.05	\$27,445.05	\$109,780.20	\$27,445.05
Reserve Fund	\$0.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$34,400.00	\$8,600.00
Contribution Schedule Total	\$109,750.00	\$36,045.05	\$36,045.05	\$36,045.05	\$36,045.05	\$144,180.20	\$36,045.05
<b>Amount to Collect</b>	<b>\$109,750.00</b>	<b>\$36,045.05</b>	<b>\$36,045.05</b>	<b>\$36,045.05</b>	<b>\$36,045.05</b>	<b>\$144,180.20</b>	<b>\$36,045.05</b>





## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11028611
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	The Owners of Empire East Apartments Strata Plan 68419 2 Dynevor Rise, Floreat, WA, 6014
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/12/2024 Expiry Date: 4:00pm on 15/12/2025
INTERMEDIARY ADDRESS	Lync Insurance Brokers Pty Ltd Level 1, 905 Hay Street, Perth, WA, 6000
DATE OF ISSUE	27/11/2024

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$16,503,569
		Common Area Contents	\$165,036
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$2,475,535
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$2,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$2,475,535
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

**Balance Sheet - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
 For the Financial Period 01/01/2024 to 27/02/2025

	Administrative	Reserve	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
Owners of Empire East Apartments SP68419 <i>Macquarie Bank BSB: 186-300 Acc No: 239378128</i>	\$25,306.75	\$43,285.36	\$68,592.11
Owners of Empire East Apartments SP68419 INV 2 <i>Macquarie Bank BSB: 186-300 Acc No: 267044824</i>	\$0.00	\$103,939.18	\$103,939.18
Accounts Receivable (Debtors)	\$480.00	\$0.00	\$480.00
Receivable (Levies + Utilities)	\$0.00	\$24.86	\$24.86
<b>Total Assets</b>	<b>\$25,786.75</b>	<b>\$147,249.40</b>	<b>\$173,036.15</b>
<b>Liabilities</b>			
Accounts Payable (GST Free)	\$1,377.88	\$0.00	\$1,377.88
Levies Paid In Advance	\$105.06	\$0.00	\$105.06
<b>Total Liabilities</b>	<b>\$1,482.94</b>	<b>\$0.00</b>	<b>\$1,482.94</b>
<b>Net Assets</b>	<b>\$24,303.81</b>	<b>\$147,249.40</b>	<b>\$171,553.21</b>
<b>Owners Funds</b>			
Opening Balance	\$6,579.04	\$100,107.21	\$106,686.25
Net Income For The Period	\$17,724.77	\$47,142.19	\$64,866.96
<b>Total Owners Funds</b>	<b>\$24,303.81</b>	<b>\$147,249.40</b>	<b>\$171,553.21</b>

**Income and Expenditure Statement - S/Plan 68419**  
**"EMPIRE EAST APARTMENTS"**  
**2 DYNEVOR RISE, FLOREAT, WA 6014**  
For the Financial Period 01/01/2024 to 27/02/2025

## Administrative Fund

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$648.01	\$0.00	\$15.75
Levy Income A	\$137,180.20	\$109,780.00	\$109,900.00
National Energy Relief Offset	\$1,050.00	\$0.00	\$325.00
REIMB - By-Law Compliance Fee	\$22.00	\$0.00	\$0.00
REIMB - Debt Collect/Legal	\$308.00	\$0.00	\$88.00
REIMB - Insurance Claim	\$3,391.20	\$0.00	\$0.00
REIMB - Keys/Remote/Fobs	\$662.00	\$0.00	\$382.50
REIMB - Section 110(1) & (2) fee	\$560.00	\$0.00	\$840.00
<b>Total Administrative Fund Income</b>	<b>\$143,821.41</b>	<b>\$109,780.00</b>	<b>\$111,551.25</b>
<b>Expenses</b>			
ATO Compliance	\$706.40	\$425.00	\$425.00
Additional Strata Mment Fees	\$649.70	\$500.00	\$468.46
By-Law Compliance	\$22.00	\$0.00	\$0.00
Cleaning	\$16,457.23	\$15,000.00	\$14,986.54
Debt Collection - Expense	\$330.00	\$0.00	\$88.00
Electricity - Common	\$6,891.14	\$6,000.00	\$5,570.26
Fire Protection Equipment	\$7,155.34	\$7,000.00	\$6,144.98
Insurance	\$24,881.00	\$25,000.00	\$23,349.00
Keys, Remotes & Common Seals	\$247.50	\$0.00	\$66.00
M&R - Airconditioning	\$335.50	\$3,500.00	\$4,492.73
M&R - Electrical	\$1,268.47	\$2,750.00	\$2,706.94
M&R - Gardens & Lawns	\$12,898.96	\$7,750.00	\$7,379.79
M&R - General	\$11,689.03	\$3,500.00	\$3,670.50
M&R - Lift	\$7,650.39	\$9,000.00	\$8,407.00
M&R - Lift Telephone	\$1,400.06	\$1,200.00	\$1,201.68
M&R - Plumbing	\$5,965.00	\$1,500.00	\$286.00
M&R - Reticulation/Irrigation	\$0.00	\$500.00	\$0.00
M&R - Security Gates/Doors	\$1,262.25	\$1,500.00	\$4,080.07
Meeting Fees & Expenses	\$678.33	\$600.00	\$385.00
Professional Fees	\$0.00	\$2,500.00	\$0.00
Section 110(1) & Section 110(2) - Fee	\$616.00	\$0.00	\$924.00
Strata Mment Fee	\$12,841.98	\$11,075.00	\$10,648.98
Water Consumption	\$9,664.36	\$6,500.00	\$6,139.44
Window Cleaning	\$2,486.00	\$2,500.00	\$0.00
Working Capital	\$0.00	\$1,970.00	\$0.00

# ESM Strata Pty Ltd

PO Box 779 VICTORIA PARK WA 6979 ABN: 30641043183

Ph: 9362 1166 Email: officeadmin@esmstrata.com.au

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## Income and Expenditure Statement - S/Plan 68419 "EMPIRE EAST APARTMENTS" 2 DYNEVOR RISE, FLOREAT, WA 6014 For the Financial Period 01/01/2024 to 27/02/2025

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### Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Total Administrative Fund Expenses	\$126,096.64	\$110,270.00	\$101,420.37
Administrative Fund Surplus/Deficit	\$17,724.77	\$(490.00)	\$10,130.88

# ESM Strata Pty Ltd

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Ph: 9362 1166 Email: officeadmin@esmstrata.com.au

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## Income and Expenditure Statement - S/Plan 68419 "EMPIRE EAST APARTMENTS" 2 DYNEVOR RISE, FLOREAT, WA 6014 For the Financial Period 01/01/2024 to 27/02/2025

### Reserve Fund

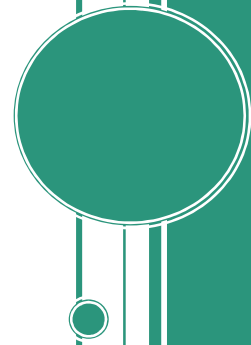
	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$203.01	\$0.00	\$4.61
Interest on Term Deposits - R	\$3,939.18	\$0.00	\$1,529.08
Levy Income R	\$43,000.00	\$34,400.00	\$34,400.00
<b>Total Reserve Fund Income</b>	<b>\$47,142.19</b>	<b>\$34,400.00</b>	<b>\$35,933.69</b>
<b>Expenses</b>			
10 Yr Maintenance Plan	\$0.00	\$0.00	\$109,389.21
<b>Total Reserve Fund Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$109,389.21</b>
<b>Reserve Fund Surplus/Deficit</b>	<b>\$47,142.19</b>	<b>\$34,400.00</b>	<b>\$(73,455.52)</b>

2 DYNEVOR RISE, FLOREAT WA 6014

STRATA PLAN No: 68419

10 YEAR MAINTNEANCE PLAN AND  
CONDITION REPORT

January 21, 2022



## Project Details

<i>Project Address :</i>	2 Dynevor Rise, Floreat WA 6014
<i>Strata Plan Number:</i>	68419
<i>No. of Lots:</i>	27
<i>Date of Construction:</i>	≈ 2015
<i>Rate of Inflation:</i>	3.00%
<i>Life Cycle:</i>	10 years
<i>Period of Plan:</i>	3rd November 2021 - 3rd November 2031

## Contents

	Page no.
1.0 About this Report	2
2.0 Cost Summary	6
3.0 Ten-Year Bar Chart	7
4.0 Funding Plan	8
5.0 Site Photographs	9

## Annexures

- A Ten-year maintenance plan and condition report

## Document Details

<b>Client:</b>	The Owners of The Empire East Apartments (Stata Plan 68419) c/o ESM Strata
<b>Project no:</b>	R110
<b>Document title:</b>	10 Year Maintenance Plan and Condition Report

This report is for the use only of the party to whom it is addressed and shall be used for no other purposes without the written consent of Rawlinsons (WA.) No responsibility is accepted for any third party who may use or rely on the whole or any part of the contents of this report.

## Document Approval

Revision	Originator	Approved	Authorised	Date
1.01	Afandi Abdullah (B. Sc Building)	Niall McAree (Bsc. Hons. Construction Management) Director		03/11/2021
1.02	Afandi Abdullah (B. Sc Building)	Niall McAree (Bsc. Hons. Construction Management) Director	<i>Niall McAree</i>	21/01/2022



## **1.0 About this Report**

### **1.1 Introduction**

Rawlinsons (W.A.) have been engaged by Mr. Wayne Cranley from ESM Strata to produce a 10 year maintenance plan and condition report for the Empire East Apartments located at 2 Dynevor Rise, WA 6014.

The building consists 4 floors 27 nos residential apartments, ground floor and basement parking, road circulation paving, some soft and hard landscaping, and lifts.

### **1.2 Purpose of 10 Year Plan**

This report is prepared in accordance with the *Strata Titles Regulations 2019 Section 77* subject to the limitations set out in this report. This report is intended to deliver a 10 year maintenance plan for the property and this information is then, in turn, used to estimate the approximate cost of such maintenance works across the duration of the 10 years. The overall aim is to enable the body corporate/council of owners to allow sufficient financial reserves for the long-term maintenance and repair of the common property building and assets.

The objective is to ensure the reserve fund levies indicated provide the owners with the necessary information to plan their finances to minimise the risk of insufficient funds on maintenance and repairs in the future.

We refer you to Annexure 'A' of this report for the detailed maintenance schedule and condition report.

### **1.3 Forecast Period**

The report details the expected yearly maintenance and associated costs over the next 10 years. We recommend that the maintenance plan and condition report be reviewed annually or at a minimum of every five years to include any changes arising from extraordinary expenditure, inflation, local market factors and the general building condition.

#### **1.4 Administration Fund**

This report does not include costs for the following items which are usually funded from the administration fund:

- Insurance costs
- Routine cleaning
- Electricity, gas and water charges
- Funding the strata manager
- Grounds maintenance
- Pool cleaning
- Minor works
- Consultancy costs

Furthermore, major capital improvement works and/or refurbishment is not included in this forecast.

#### **1.5 Service Contracts/ Specialist Inspection Reports**

At a meeting with Mr. Russell Poskitt from the Council of Owners on 18th January 2022, Rawlinsons (W.A.) were instructed to remove all services contract costs from the reserve fund forecast as he advised that these are funded from the administration fund. Previous costs have been removed. This items include the following:

- Lifts
- Ventilation
- Fire services
- Air conditioning
- Electrical systems
- Landscaping services

We recommend that the strata manager and/or council of owners engage specialist contractors to provide condition reports and maintenance/repair costs on the above items.

## 1.6 Common Property

The 10 year plan and condition report is limited to the common property areas. We have sought clarification from the strata manager/ body corporate that the following items do not form part of the common property but are the responsibility of individual unit owners and therefore no maintenance costs have been included for these items:

- All works inside the external walls of owner units
- Balcony balustrades
- Balcony floor finishes
- Balcony soffit lining
- Balcony lighting
- Balcony doors
- Car port lighting
- Apartment entrance doors
- Air conditioning condenser units
- Hot water units
- Fire sprinkler system
- Fire alarms
- Townhouses roofs/external walls/ entrance gates/ court yards/ fencing/boundary walls etc.

## 1.7 Methodology

This report covers expenditure of a capital or non-recurrent nature including periodic replacement of major capital items and other spending that may reasonably be required for the safe operation and upkeep of the buildings. It does not include expenditure on capital improvements.

A site visit was conducted on 15/10/2021 where we met with the caretaker/member of council of owners/property manager, Mr. Kenneth Richens and jointly inspected plant rooms, roof, service ducts as well as the other common areas of the property. Site photographs were taken and are included in section "6.0 Site Photographs". Photographic references to specific items of concern are included in the 'Description' column in Annexure A.

As per our quotation terms and conditions roof areas not accessible for viewing by a 3.6m ladder from the ground floor or roofs without a safe access manhole have not been inspected. However this is not the case and based on our inspection there are no roof issues. We have, however, allowed for on-going annual maintenance costs to ensure that the roof is inspected and that all minor repairs are undertaken to keep the roof in good condition.

We have estimated, as qualified quantity surveyors, the expected remaining useful life of each component based on the condition that we seen in our inspection. However, it must be noted that these are a guide only and there are several factors which can affect the expected remaining useful life of building components including workmanship, regular maintenance, frequency of use, orientation and climate.

Quantities for each work item have been measured from available drawings, documentation and Google Maps using 'Cost X' estimating software. Rate/cost data has been sourced from Rawlinsons Australian Construction Handbook 2021 and applied to the measured quantities. It is assumed that all works are competitively tendered and supervised and co-ordinated by a main contractor. The cost estimates within this report have been calculated using estimated present day replacement costs of each component and adding an average annual construction index increase of 3.0% to cover cost escalation.

All the construction costs within this report exclude GST.

## **1.8 Assumptions and Exclusions**

The following is a list of the major assumptions and exclusions:

- Original construction date of strata complex was December 2015
- Assumed external painting is under common property
- Assumed balcony balustrade maintenance, and balcony soffit painting are under strata scope; however, assumed tiling to balconies and balcony sliding doors are not under strata scope
- Loose equipment and loose furniture have been excluded from this report
- Private door hardware is not under strata scope
- All other specific assumptions have been stated in forecast breakdown in "Appendix A"
- Excludes personal property of the strata company unless otherwise noted

## **1.9 Limitations**

This report does not include the following:

- Inspection of attic/roof cavities
- Structural or material testing
- Structural remedial recommendations
- Inspection of in-ground services and foundations
- Inspection of inaccessible locations or where any access equipment is required to inspect roofs, walls etc.
- Inspection or detection of termites, wood borers and the like
- Identification and treatment of hazardous building materials
- Whether the building complies with the Building Code of Australia or any other codes and regulations
- Condition or costs associated with private/non common property

## 2.0 Cost Summary

The below table is a summary of the estimated yearly maintenance and repair costs for the strata over the next 10-years:

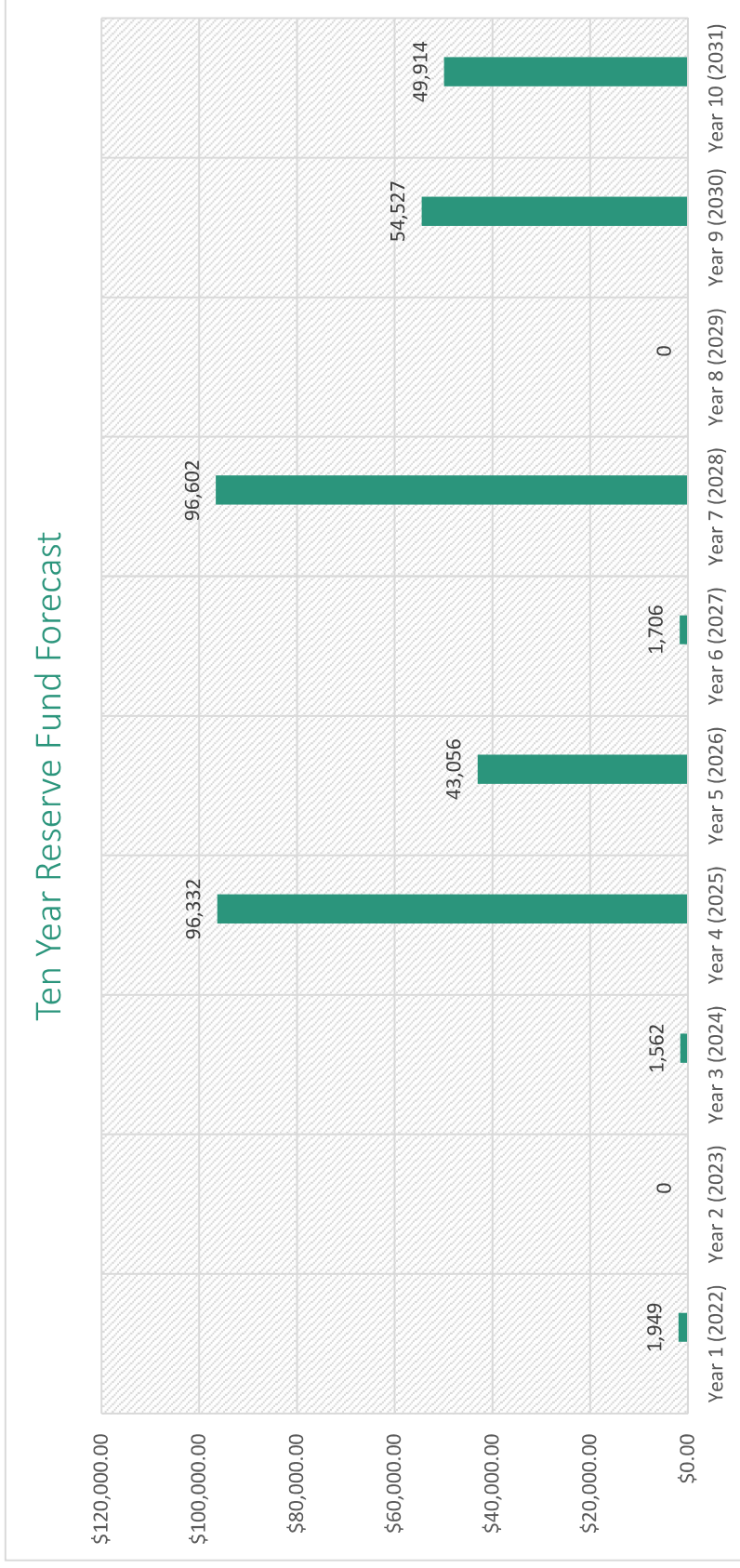
Year	Annual Estimated Costs (Incl. Inflation)
Year 1 (2022)	\$1,949
Year 2 (2023)	\$0
Year 3 (2024)	\$1,562
Year 4 (2025)	\$96,332
Year 5 (2026)	\$43,056
Year 6 (2027)	\$1,706
Year 7 (2028)	\$96,602
Year 8 (2029)	\$0
Year 9 (2030)	\$54,527
Year 10 (2031)	\$49,914

<b>TOTAL 10-YEAR MAINTENANCE COST (INCL. ESCALATION):</b>	<b>\$345,648</b>
<b>AVERAGE ANNUAL MAINTENANCE COST:</b>	<b>\$34,565</b>

*\*See Appendix A for full breakdown*

### 3.0 Ten-Year Bar Chart Forecasted Expenditure

#### 2 Dynevor Rise, Floreat WA 6014



#### 4.0 Funding Plan

Total Unit Entitlement:	10000
Average Calculated Annual Reserve Fund Cost Total:	\$34,565
Recommended Annual Reserve Fund Contribution Total:	\$34,565
Levy Contribution per Unit Entitlement:	\$3.46
Current Reserve Fund Balance:	\$60,506

The below table shows the forecasted cashflow and balance for the reserve fund for the next 10 years.

Year	Opening Balance	Reserve Fund Contribution	Total Reserve Fund Balance	Capital Expenditure	Balance
Year 1 (2022)	\$60,506	\$34,565	\$95,071	\$1,949	\$93,122
Year 2 (2023)	\$93,122	\$34,565	\$127,687	\$0	\$127,687
Year 3 (2024)	\$127,687	\$34,565	\$162,252	\$1,562	\$160,690
Year 4 (2025)	\$160,690	\$34,565	\$195,255	\$96,332	\$98,923
Year 5 (2026)	\$98,923	\$34,565	\$133,488	\$43,056	\$90,432
Year 6 (2027)	\$90,432	\$34,565	\$124,997	\$1,706	\$123,290
Year 7 (2028)	\$123,290	\$34,565	\$157,855	\$96,602	\$61,253
Year 8 (2029)	\$61,253	\$34,565	\$95,818	\$0	\$95,818
Year 9 (2030)	\$95,818	\$34,565	\$130,383	\$54,527	\$75,855
Year 10 (2031)	\$75,855	\$34,565	\$110,420	\$49,914	\$60,506

**Notes:**

- No allowance has been included for any interest that may be made on the reserve fund balance each year.
- All unit entitlements have been taken as equal for calculation purposes.
- The recommended contributions include cost escalation and are calculated on a fixed cost basis that avoids a negative balance. There are various methods in calculating the necessary contribution by the owners for maintenance, so we advise the Strata to review these figures and arrive at the most appropriate contribution by the owners based on their independent calculation.



**5.0 Site Photographs**

**C. Internal Finishes**



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



**5.0 Site Photographs**

**C. Internal Finishes**



Photo 9



Photo 10

## Annexure A



2 Dynevor Rise, Floreat WA 6014

Reserve Fund Forecast

Code	Description	Current Condition	Action	Annual Average	Total Annual Average	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		<p><b>LEGEND</b></p> <p>Good Average Poor</p> <p>Maintenance Repair Replace</p>													
	<b>B. SUPERSTRUCTURE</b>														
	<b>COLUMNS</b>														
B.1	<u>Concrete Columns</u> Paint ground floor external columns every 7 years (Paint due in 2022 but still in good conditions and may require within the next 10 years)	Good	Maintenance	\$148		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,479	\$0
	<b>STAIRCASES</b>														
B.1	<u>Concrete Staircases</u> Replace stair nosings every 15 years - Currently in good condition, to be reviewed at next inspection	Good	Maintenance	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.2	General maintenance to steel handrail fixings every 3 years - Currently in good condition, to be reviewed at next inspection	Good	Maintenance	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>ROOF</b>														
	<u>Metal Sheet Roof</u> Replace sheet every 40 years - EXCEEDS FORECAST			N/A		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.3	General maintenance and repair including flashing where necessary every 3 years	Good	Maintenance	\$513		\$0	\$0	\$1,562	\$0	\$0	\$1,706	\$0	\$0	\$1,865	\$0
	<u>Walkway and Safety</u> Inspection of roof anchor points and maintenance bi-yearly. To be covered by administration fund	Good	Maintenance	N/A		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.5	Replace roof floor drains every 30 years - EXCEEDS FORECAST			N/A		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>EXTERNAL WALLS AND SOFFITS</b>														
B.7	<u>Painted Walls</u> Repaint (and render where necessary) external walls every 7 years (Paint due in 2022 but still in good conditions and to be done within the next 10 years)	Good	Maintenance	\$9,660		\$0	\$0	\$0	\$0	\$0	\$0	\$96,602	\$0	\$0	\$0















