

Strata Information

211/7 Streatham Street, Beckenham WA

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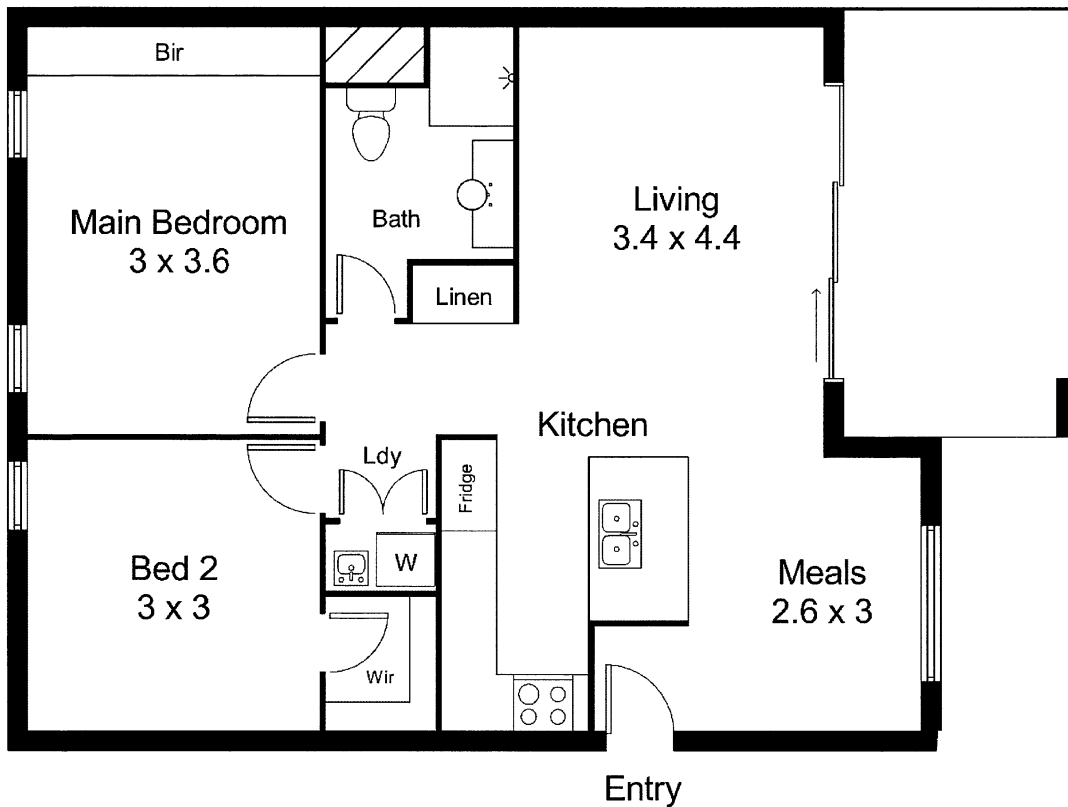
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Summary of Outgoings & Owners Funds		
Council Rates	\$ 1,720.00	per year
Water Service	\$ 1,082.40	per year
Strata Admin	\$ 445.40	per quarter 1/6/2025
Strata Reserve	\$ 296.40	per quarter 1/6/2025
Total Owners Funds	\$ 422,391.81	as at 30/06/2025

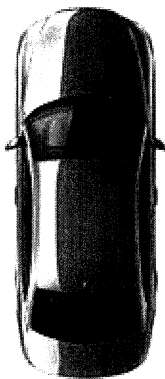
Tony Beamish 0418 954 542

Strata Sales Specialist tony@kprperth.com.au

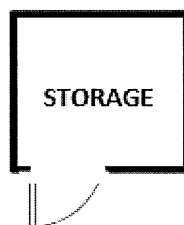
Floor Plan



GROUND FLOOR
CAR BAY



(Not in actual position)



(Not in actual position)

7 Streatham Street, Beckenham

(This floor plan is for information & guidance purposes only / measurements shown are approximate)

STRATA PLAN

67751

SHEET 2 OF 4 SHEETS

THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS OF THE BUILDINGS, THE SURFACES OF THE CONCRETE SLABS AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS (CY) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR AS DEFINED BY DIMENSION. THE STRATUM OF THE COURTYARDS (CY) EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDING CARPAYS (CY) ARE THE UPPER SURFACES OF THEIR FLOORS OR TO A HEIGHT OF 25 METRES, AND THE BOUNDARIES ARE TO THE INNER SURFACES OF CARPARK WALLS UNLESS OTHERWISE STATED.

EXCLUDING PERIMETER OF PARCEL ANGLE ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.

ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE EXTERNAL FACES OF WALLS.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

FOR OTHER PARTS OF PART LOTS 2, 6, 7, 12, 13, 18, 19, 24, 25, 29, 32, 33, 37, 38, 43, 44, 45, 49, 50, 51, 54, 55, 56, 59, 62, 63, 65 & 66 SEE SHEET 3. FOR OTHER PARTS OF PART LOTS 3, 8, 9, 14, 15, 20, 21, 26, 27, 34, & 39 SEE SHEET 4.

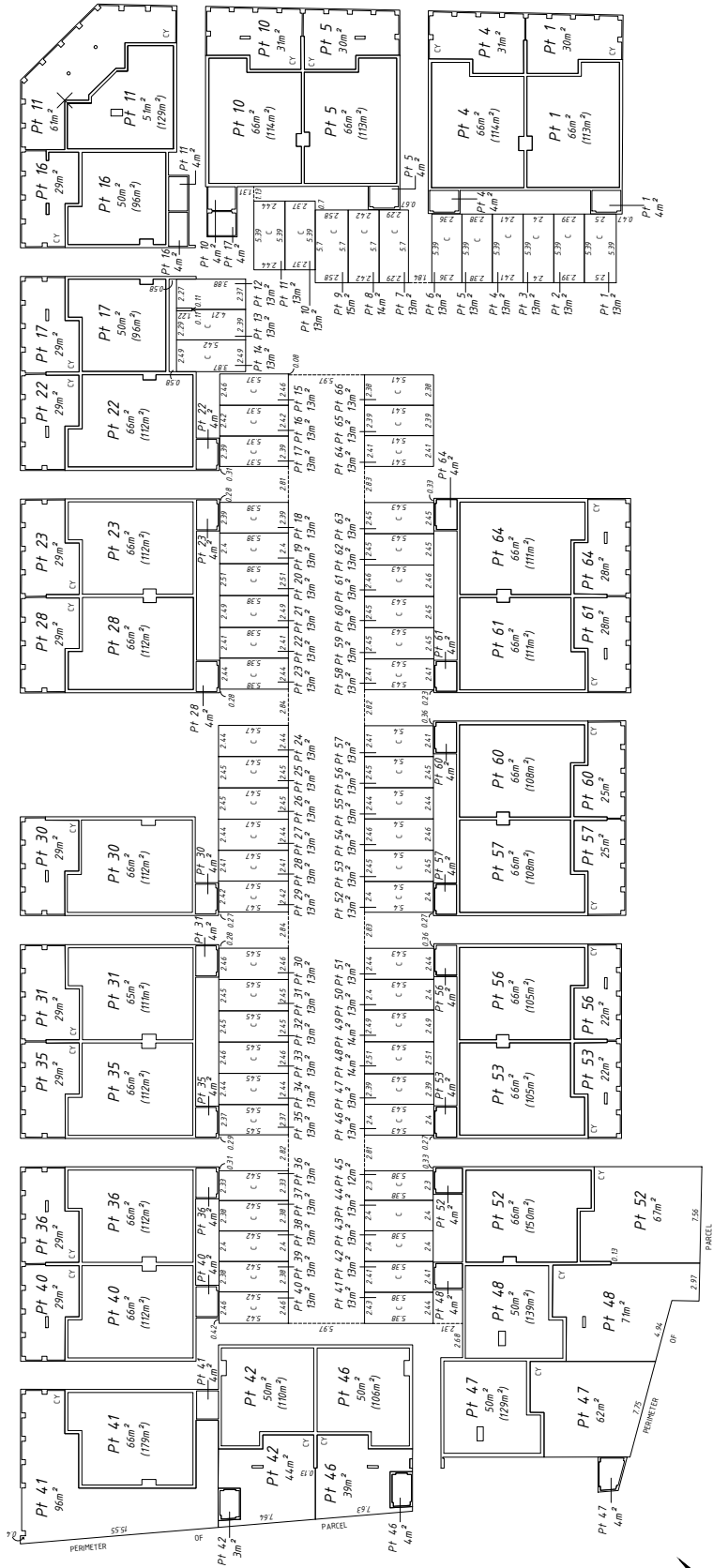
GROUND FLOOR PLAN



1:250 @ A2

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

Land Surveys
19 Brennan Way
Barnham WA 6104
Australia
E projects@landsurveys.net.au
F (08) 9477 4477
www.landsurveys.net.au
JOB ID: 1300552



SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

STRATA PLAN

67751

SHEET 3 OF 4 SHEETS

THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE CONCRETE SLAB AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985.

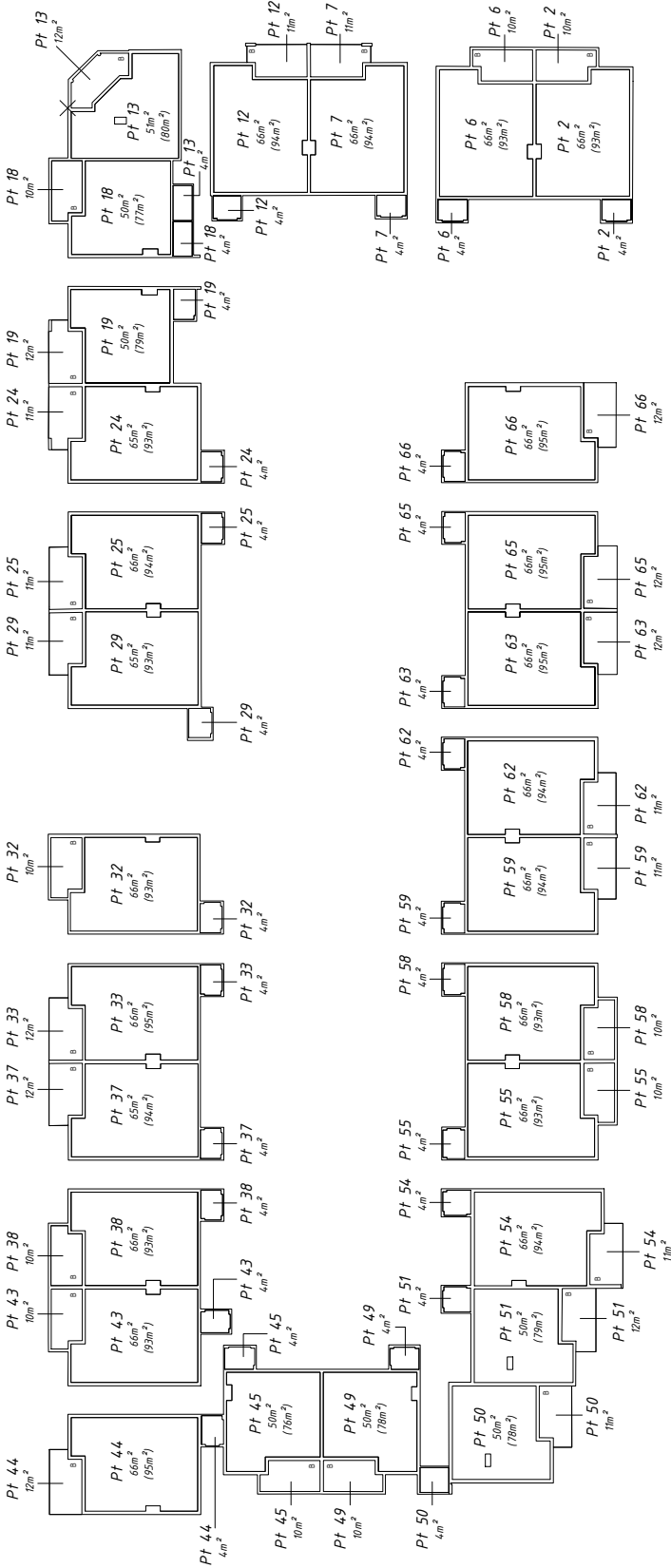
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE EXTERNAL SURFACES OF THE BUILDING WALLS, THE INTERNAL SURFACES OF THE BALCONY WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE CONCRETE SLAB TO THE UNDERSIDE OF THEIR CEILING OR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

FOR OTHER PARTS OF PART LOTS 2, 4, 7, 19, 18, 19, 24, 25, 29, 32, 33, 37, 38, 43, 44, 49, 50, 51, 54, 55, 58, 59, 62, 63, 65 & 66 SEE SHEET 2.



FIRST FLOOR PLAN



1:250 @ A2

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

STRATA PLAN

67751

SHEET 4 OF 4 SHEETS

Land Surveys
19 Brennan Way
Barnett WA 6104
Australia
T (08) 9477 4477
F (08) 9477 4499
E projects@landsurveys.net.au
www.landsurveys.net.au
JOB ID: 1300552

THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE CONCRETE BALCONY SLAB OR THE UPPER SURFACE OF THE CEILING AS PROVIDED BY SECTION 32(1)(b) OF THE STRATA TITLES ACT 1985.

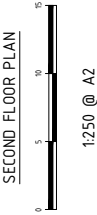
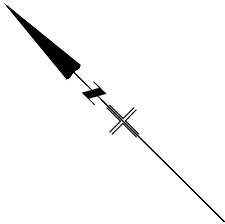
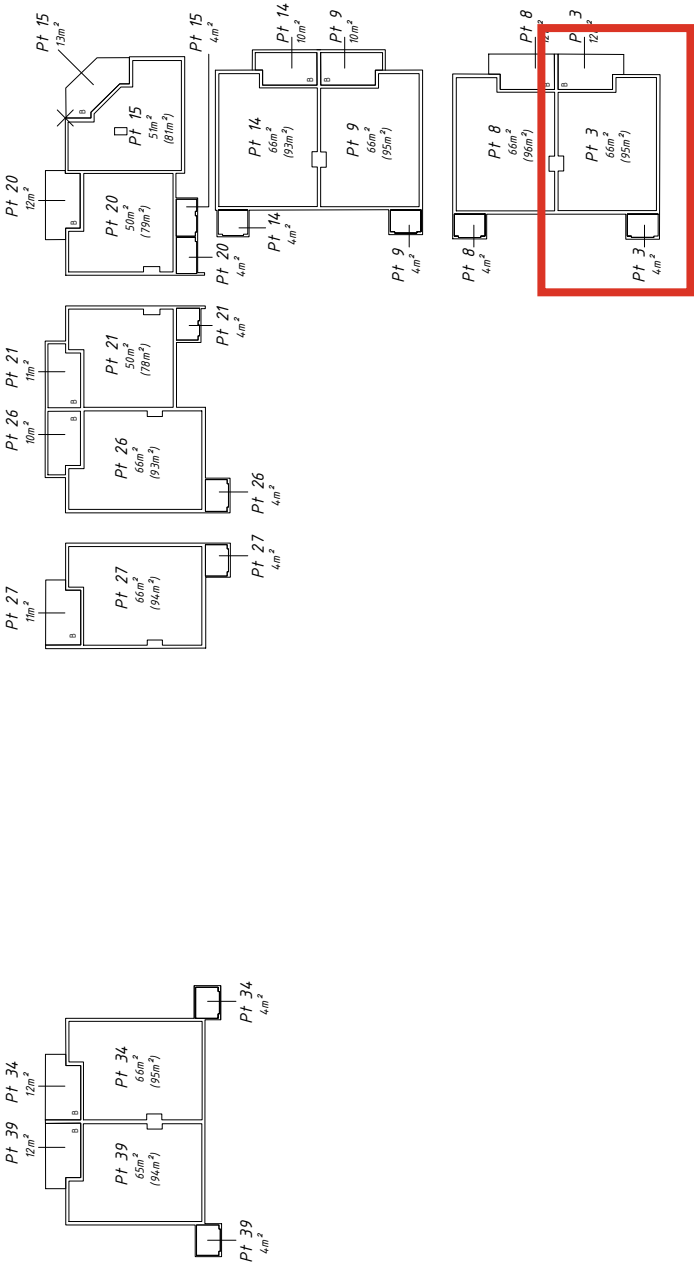
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE EXTERNAL SURFACES OF THE BUILDING WALLS, THE INTERNAL SURFACES OF THE BALCONY WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE CONCRETE SLAB TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

FOR OTHER PARTS OF PART LOTS 3, 8, 9, 14, 15, 20, 21, 26, 27, 34 & 39 SEE SHEET 2.



FORM 3

page 1 of 2

STRATA PLAN No.				67751			
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	154	2888	- 701	28	154	2888	- 728
2	156	2888	- 702	29	156	2888	- 729
3	156	2888	- 703	30	154	2888	- 730
4	154	2888	- 704	31	154	2888	- 731
5	154	2888	- 705	32	156	2888	- 732
6	156	2888	- 706	33	156	2888	- 733
7	156	2888	- 707	34	156	2888	- 734
8	156	2888	- 708	35	154	2888	- 735
9	156	2888	- 709	36	154	2888	- 736
10	154	2888	- 710	37	156	2888	- 737
11	139	2888	- 711	38	156	2888	- 738
12	156	2888	- 712	39	156	2888	- 739
13	142	2888	- 713	40	154	2888	- 740
14	156	2888	- 714	41	154	2888	- 741
15	143	2888	- 715	42	139	2888	- 742
16	139	2888	- 716	43	156	2888	- 743
17	139	2888	- 717	44	156	2888	- 744
18	142	2888	- 718	45	142	2888	- 745
19	142	2888	- 719	46	139	2888	- 746
20	143	2888	- 720	47	139	2888	- 747
21	143	2888	- 721	48	139	2888	- 748
22	154	2888	- 722	49	142	2888	- 749
23	154	2888	- 723	50	142	2888	- 750
24	156	2888	- 724	51	142	2888	- 751
25	156	2888	- 725	52	154	2888	- 752
26	156	2888	- 726	53	154	2888	- 753
27	156	2888	- 727	54	156	2888	- 754

Continued Overleaf

FORM 3

STRATA PLAN No.				67751			
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.
55	156	2888	- 755				
56	154	2888	- 756				
57	154	2888	- 757				
58	156	2888	- 758				
59	156	2888	- 759				
60	154	2888	- 760				
61	154	2888	- 761				
62	156	2888	- 762				
63	156	2888	- 763				
64	154	2888	- 764				
65	156	2888	- 765				
66	156	2888	- 766				
				Aggregate	10,000		

DESCRIPTION OF PARCEL AND BUILDING

Sixty Six residential apartments situated on Lot 901 on DP 75335 and known as
 "Nicheliving Beckenham Apartments".
 The address is 7 Streatham Street, Beckenham, WA, 6107.

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **Darren Starcevich AAPI**, 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.

09-Sep-2015
Date

 Digitally signed by
Darren Starcevich
AAPI Licensed
Valuer No. 44415
Signed

FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 67751


DESCRIPTION OF PARCEL & BUILDING

Parcel: Lot 901 on Deposited Plan 75335
Address: 7 Streatham Street, Beckenham 6107
Building: 66 residential units

CERTIFICATE OF LICENSED SURVEYOR

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

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- *(b) each building shown on the plan is within the external surface boundaries of the parcel; or
- ~~*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —~~
- ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~
- ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and~~
- ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) _____ on Strata Plan No. _____ registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~


.....
Licensed Surveyor

Drew Ditton
2015.09.22 12:41:25 +08'00'
.....
Date

*Delete if inapplicable



Occupancy Permit - Strata

Western Australian Building Act 2011, section 50, 61
Building Regulations 2012, regulation 4

OFFICE USE ONLY

Permit number
BS15/00033

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

1. Details of building or structure

Certificate of title	Volume 2819	Folio 735				
Lot on survey	DP75335					
Strata plan number	67751		Land being re-subdivided (if applicable)			
Property street address	Unit no	Level	Street no	Lot no	Street name	
			7	901	Streatham Street	
	Suburb BECKENHAM				State WA	Postcode 6107
Description of building	Multiple Residential (66 Dwellings)					
Main BCA class of the building	2			Secondary BCA class (for multi-purpose buildings) 10A		
Use(s) of building	Apartments, Stores and Carports			Each restriction on use (if applicable) N/A		

2. Permit details

This occupancy permit is for:

☒ Full ☐ Partial

Details

Multiple Residential (66 Dwellings)


Western Australian Planning Commission approval required?

☒ Yes ☐ No

All requirements including those for encroachments under section 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*.

Issuing officer

Name Geoff Edwards	Title Authorised Officer	
Signature 		Date 23/09/2015
Permit authority City of Gosnells		

Local Government Ref.

FORM 26

~~WAPC Ref.~~

STRATA PLAN NO 67751

Strata Titles Act 1985

Sections 25(1), 25(4)

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

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

~~*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation submitted on~~
~~2-Sep-15 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.
Lot # 901
Location
7 Streatham Street
Locality
Beckenham
Local Government
City of Gosnells

Lodged by: Land Surveys NPJS Pty Ltd
Date: 2-Sep-15

For Chairman, Western Australian
Planning Commission

11/11/2015
Date

(*To be deleted as appropriate.)

Delegated Under Section 16(3)(e)
Planning & Development Act 2005

[illegible]

[illegible]

Strata Plan 67751

Lot	Certificate of Title	Lot Status	Part Lot
1	2888/701	Registered	
2	2888/702	Registered	
3	2888/703	Registered	
4	2888/704	Registered	
5	2888/705	Registered	
6	2888/706	Registered	
7	2888/707	Registered	
8	2888/708	Registered	
9	2888/709	Registered	
10	2888/710	Registered	
11	2888/711	Registered	
12	2888/712	Registered	
13	2888/713	Registered	
14	2888/714	Registered	
15	2888/715	Registered	
16	2888/716	Registered	
17	2888/717	Registered	
18	2888/718	Registered	
19	2888/719	Registered	
20	2888/720	Registered	
21	2888/721	Registered	
22	2888/722	Registered	
23	2888/723	Registered	
24	2888/724	Registered	
25	2888/725	Registered	
26	2888/726	Registered	
27	2888/727	Registered	
28	2888/728	Registered	
29	2888/729	Registered	
30	2888/730	Registered	
31	2888/731	Registered	
32	2888/732	Registered	
33	2888/733	Registered	
34	2888/734	Registered	
35	2888/735	Registered	
36	2888/736	Registered	
37	2888/737	Registered	
38	2888/738	Registered	
39	2888/739	Registered	
40	2888/740	Registered	
41	2888/741	Registered	
42	2888/742	Registered	
43	2888/743	Registered	
44	2888/744	Registered	
45	2888/745	Registered	

Strata Plan 67751

Lot	Certificate of Title	Lot Status	Part Lot
46	2888/746	Registered	
47	2888/747	Registered	
48	2888/748	Registered	
49	2888/749	Registered	
50	2888/750	Registered	
51	2888/751	Registered	
52	2888/752	Registered	
53	2888/753	Registered	
54	2888/754	Registered	
55	2888/755	Registered	
56	2888/756	Registered	
57	2888/757	Registered	
58	2888/758	Registered	
59	2888/759	Registered	
60	2888/760	Registered	
61	2888/761	Registered	
62	2888/762	Registered	
63	2888/763	Registered	
64	2888/764	Registered	
65	2888/765	Registered	
66	2888/766	Registered	

INSTRUCTIONS

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

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person stated.

EXAMINED

N173094 SM

12 Nov 2015 11:45:56 Perth



MANAGEMENT STATEMENT

LODGED BY:

ADDRESS: Vicki Phillipoff Settlements
PO Box 1800
WEST PERTH WA 6879
Ph: 6311 4888 Fax: 6311 4899

FAX NO:

REFERENCE NO:

164R

PREPARED BY :Chalmers Legal Studio

ADDRESS: Studio 7. The Wills Building
82-84 King Street
PERTH WA 6000
Our Ref: LC:41072N:ii-03
Revised 06/08/2015

PHONE NO: (08) 9360 4100 FAX NO: (08) 360 4199

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

4/4

TITLES, LEASES, DECLARATIONJS ETC. LODGED HEREWITH

1.	_____	Received Items
2.	_____	
3.	_____	
4.	_____	
5.	_____	
6.	_____	Nos. 0
		Receiving Clerk

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.

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM****MANAGEMENT STATEMENT****FORM 25****STRATA TITLES ACT 1985****SECTION 5C(1)****THE OWNERS OF NICHELIVING BECKENHAM APARTMENTS****STRATA PLAN NUMBER 67751****MANAGEMENT STATEMENT**

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

NICHE BECKENHAM DEVELOPMENT PTY LTD (ACN 155 906 997).

(Description of parcel the subject of the Plan)

Lot 901 on Deposited Plan 75335, the whole of the land in Certificate of Title Volume 2819 Folio 735.

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 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 and repealed or added to as follows:
The By-laws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 1 By-laws numbered 1 to 5 inclusive as appears in the Schedule hereto are adopted.
2. The Schedule 2 By-laws are amended, repealed or added to as follows:
The By-laws in Schedule 2 to the Act are repealed. 53

Dated this 4TH day of November 20 15.

EXECUTED by NICHE BECKENHAM
DEVELOPMENT PTY LTD
(ACN 155 906 997) pursuant to section
127 of the Corporations Act 2001:

Director
Sole Director and Sole Secretary

Ronnie Michel-Elhaj
Full Name (Please Print)
* Delete if inapplicable

Director/Secretary *

Paul Bitdorf

Full Name (Please Print)

PLEASE REFER NEXT PAGE

ENCUMBRANCE

Mortgage M712762 to Australian & New Zealand Banking Group Ltd

We, Australian & New Zealand Banking Group Ltd (ACN 005 357 522), being the Mortgagee under Mortgage Number M712763 registered as an encumbrance against the Land hereby consent to this Deed.

EXECUTED by AUSTRALIAN & NEW)
ZEALAND BANKING GROUP LTD)
(ACN 005 357 522) by being signed in)
Western Australia by its Attorney)
AOIFE WALSH)
under Power of Attorney No. 48677924)
(who declares that he/she holds the)
office in the Bank indicated under)
his/her signature) in the presence of:)



Signature of Attorney



Office held by Attorney



Signature of Witness



Full Name of Witness (Please Print)

5/77 ST GEORGES TCE, PERTH
Address of Witness

BANKER

Occupation of Witness

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SCHEDULE 1

BY-LAWS

1. Definitions

- 1.1 The following words have these meanings in the Schedule 1 By-laws whether appearing in capitals or not unless the contrary intention appears:

"Act" means *Strata Titles Act 1985* as amended;

"By-laws" means the By-laws adopted by the Strata Company from time to time;

"Common Property" has the same meaning as in the Act;

"Council" means the Council of the Strata Company established pursuant to the By-laws;

"Facilities" means all the facilities in or about the Common Property intended for the use and enjoyment of Proprietors;

"Fixtures and Fittings" means any fixtures and fittings in or about a lot;

"Insured Risk" means fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquakes, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the Strata Company may from time to time insure against;

"Land" means all the land comprised in the strata plan;

"Local Authority" means the local authority as may from time to time have jurisdiction over the scheme;

"Lot" or **"lot"** means a strata lot formed upon registration of the strata plan;

"Original Proprietor" means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;

"Proprietor" means the proprietor from time to time of a lot and the proprietor's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

"Proprietor's Invitee" means each of the proprietor's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;

"Premises" means the proprietor's lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

"Rules" means the rules adopted by the Strata Company from time to time pursuant to By-law 40 of the Schedule 1 By-laws;

"Schedule 1 By-laws" means these Schedule 1 By-laws;

"Scheme" means the strata scheme constituted upon registration of the strata plan;

"Strata Company" means the Strata Company constituted by the registration of the strata plan;

“Strata Company Manager” means the person who is appointed from time to time as Strata Company manager pursuant to By-law 44 of the Schedule 1 By-laws;

“Strata Plan” means the strata plan and any subdivision thereof registered from time to time in respect of the land.

1.2 Interpretation

In the Schedule 1 By-laws:

1.2.1 Reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it.

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 By-laws.

1.3 Severability

If any Schedule 1 By-law is invalid or unenforceable, then the remaining Schedule 1 By-laws shall be valid and enforceable.

1.4 Application

The Schedule 1 By-laws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

2. Duties of Proprietor, occupiers, etc.

2.1 A proprietor shall:

2.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;

2.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

2.2 A proprietor shall:

2.2.1 notify the Strata Company forthwith upon any change of ownership, including in the notice an address

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of the proprietor for service of notices and other documents under the Act; and

2.2.2 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2.3 A proprietor, occupier or other resident of a lot shall:

2.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and

2.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;

2.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and

2.3.4 take all reasonable steps to ensure that his visitors comply with the By-laws of the Strata Company relating to the parking of motor vehicles.

3. Constitution of the Council

3.1 The powers and duties of the Strata Company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the Strata Company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.

3.2 Until the inaugural meeting of the Strata Company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this By-law shall no longer apply.

3.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the Strata Company.

3.4 The members of the council shall be elected at each annual general meeting of the Strata Company.

3.5 In determining the number of proprietors for the purposes of this By-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.

3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.

3.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.

3.8 The Strata Company may by special resolution remove any member of the council before the expiration of his

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term of office.

- 3.9 A member of the council vacates his office as a member of the council:
- 3.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 3.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
 - 3.9.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the council takes place and at which he is not elected or re-elected; or
 - 3.9.4 where he is removed from office under By-law 3.8 of the Schedule 1 By-laws.
- 3.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under By-law 3.8 of the Schedule 1 By-laws, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- 3.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3. where it consists of 5 or 6 members and 4. where it consists of 7 members.
- 3.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these By-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the Strata Company, but for no other purpose.
- 3.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

4. Election of council

- 4.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
- 4.1.1 the meeting shall determine, in accordance with the requirements of By-law 3.3 of the Schedule 1 By-laws the number of persons of whom the council shall consist;
 - 4.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 4.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
- 4.2.1 in writing, and furnished to the chairman at the meeting;
 - 4.2.2 orally by nominee who is present at the meeting.
- 4.3 When no further nominations are forthcoming, the chairman:
- 4.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of By-law 3.3 of the Schedule 1 By-laws, shall declare those

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candidates to be elected as members of the council;

4.3.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.

4.4 If a ballot is to be held, the chairman shall:

4.4.1 announce the names of the candidates; and

4.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.

4.5 A person who is entitled to vote shall complete a valid ballot paper by:

4.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;

4.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;

4.5.3 signing the ballot-paper; and

4.5.4 returning it to the chairman.

4.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.

4.7 Subject to By-law 4.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with By-law 3.3 of the Schedule 1 By-laws, who receive the highest numbers of votes shall be declared elected to the council.

4.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in By-law 4.7 of the Schedule 1 By-laws:

4.8.1 that number equals the number of votes recorded in favour of any other candidate; and

4.9 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

5. Chairman, secretary and treasurer of council

5.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.

5.2 A person:

5.2.1 shall not be appointed to an office referred to in By-law 5.1 of the Schedule 1 By-laws unless he is a member of the council; and

5.2.2 may be appointed to one or more of those offices.

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5.3 A person appointed to an office referred to in By-law 5.1 of the Schedule 1 By-laws shall hold office until:

5.3.1 he ceases to be a member of the council;

5.3.2 receipt by the Strata Company of notice in writing of his resignation from that office; or

5.3.3 another person is appointed by the council to hold that office.

whichever first happens.

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

6. Chairman, secretary and treasurer of Strata Company

6.1 Subject to By-law 6.2 of the Schedule 1 By-laws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the Strata Company.

6.2 A Strata Company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the Strata Company for the purposes of that meeting.

6.3 A person appointed under By-law 6.2 of the Schedule 1 By-laws may act until the end of the meeting for which he was appointed to act.

7. Meetings of council

7.1 At meetings of the council, all matters shall be determined by a simple majority vote.

7.2 The council may meet together for the conduct of business and adjourn and:

7.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

7.2.2 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

7.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.

7.4 A proprietor or individual may be appointed under By-law 7.3 of the Schedule 1 By-laws whether or not he is a member of the council.

7.5 If a person appointed under By-law 7.3 of the Schedule 1 By-laws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.

7.6 The council shall keep minutes of its proceedings.

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8. Powers and duties of secretary of Strata Company

8.1 The powers and duties of the secretary of a Strata Company include:

- 8.1.1 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;
- 8.1.2 the giving on behalf of the Strata Company and of the council of the notices required to be given under the Act;
- 8.1.3 the supply of information on behalf of the Strata Company in accordance with section 43 (1)(a) and (b) of the Act;
- 8.1.4 the answering of communications addressed to the Strata Company;
- 8.1.5 the calling of nominations of candidates for election as members of the council; and
- 8.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the Strata Company and of the council.

9. Powers and duties of treasurer of Strata Company

9.1 The powers and duties of the treasurer of a Strata Company include:

- 9.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
- 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the Strata Company;
- 9.1.3 the preparation of any certificate applied for under section 43 of the Act; and
- 9.1.4 the keeping of the books of account referred to in section 35(1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

10. General meetings of Strata Company

- 10.1 General meetings of the Strata Company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- 10.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 10.3 The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- 10.4 If the council does not within 21 days after the date of the making of a requisition under the By-law 10.3 of the Schedule 1 By-laws proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- 10.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting

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and in case of special business the general nature of that business. shall be given to all proprietors and registered first mortgagees who have notified their interests to the Strata Company. but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- 10.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the Strata Company. the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with By-law 10.5 of the Schedule 1 By-laws.

11. Proceedings at general meetings

- 11.1 All business shall be deemed special that is transacted at an annual general meeting. with the exception of the consideration of accounts and election of members to the council. or at an extraordinary general meeting.
- 11.2 Except as otherwise provided in these By-laws. no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 11.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- 11.4 If within half an hour from the time appointed for a general meeting a quorum is not present. the meeting. if convened upon the requisition of proprietors. shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting. the persons entitled to vote and present constitute a quorum.
- 11.5 By-laws 11.3 and 11.4 of the Schedule 1 By-laws do not apply to a general meeting of a Strata Company referred to in Section 50B.
- 11.6 The chairman. may with the consent of the meeting. adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.
- 11.8 Except where otherwise required by or under the Act. resolutions may be passed at a general meeting by a simple majority vote.
- 11.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- 11.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 11.11 A demand for a poll may be withdrawn.
- 11.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

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- 11.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

12. Restriction on moving motion or nominating candidate

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

13. Votes of Proprietors

- 13.1 On a show of hands each proprietor has one vote.
- 13.2 On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- 13.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- 13.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.

14. A proxy need not be a Proprietor.

- 14.1 Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the Strata Company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- 14.2 Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- 14.3 On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.
- 14.4 The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

15. Common seal

- 15.1 The common seal of the Strata Company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the Strata Company his signature shall be sufficient for the purpose of the Schedule 1 By-laws.
- 15.2 The council shall make provision for the safe custody of the common seal.

16. Use of Premises

- 16.1 Subject to this By-law 16 of the Schedule 1 By-laws a proprietor of a residential lot may only use his lot as a residence.
- 16.2 Notwithstanding the Schedule 1 By-law 16.1 a proprietor of a residential lot may:
- 16.2.1 grant occupancy rights in respect of his lot to residential tenants;

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- 16.2.2 conduct business from his lot so long as:
 - 16.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - 16.2.2.2 the conduct of the business from the lot does not breach any local authority By-law or regulation;
 - 16.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;
 - 16.2.2.4 the business does not involve the manufacture, storage or vending of goods.
- 16.3 Notwithstanding By-law 16.1 of the Schedule 1 By-laws the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme.
- 16.4 If a proprietor grants occupancy rights in respect of his lot he shall:
 - 16.4.1 promptly provide the council with the full name of each occupier;
 - 16.4.2 give each occupier a copy of the By-laws and the rules (if any) at the commencement of the occupation; and
 - 16.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.
- 17. Repair and Maintenance of Premises**
 - 17.1 A proprietor shall at the proprietor's cost:
 - 17.1.1 maintain his premises in a good state of repair and condition;
 - 17.1.2 maintain his premises in a clean condition free from all vermin and insects;
 - 17.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.
- 18. Alterations to Lot**
 - 18.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
 - 18.1.1 obtained all the necessary approvals and permits of the local authority;
 - 18.1.2 obtained the consent of the Strata Company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;
 - 18.1.3 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 authority

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pursuant to By-law 18.1.1 of the Schedule 1 By-laws;

- 18.1.4 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 shall be in writing in a form reasonably required by the Strata Company and prepared and stamped at the cost of the proprietor.
- 18.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
- 18.2.1 that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
- 18.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 18.2.3 that no security door or gate within the scheme remains open while the works are carried out;
- 18.2.4 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;
- 18.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the Strata Company manager;
- 18.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietors of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this By-law;
- 18.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

19. Exclusive Use

- 19.1 In this By-law "exclusive use property" means every portion of common property comprising:
- 19.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
- 19.1.2 that portion of the common property required for an air conditioning system approved by the Strata Company in accordance with By-law 20 of the Schedule 1 By-laws.
- 19.2 The Strata Company grants to each proprietor who signs a written consent in a form reasonably required by the Strata Company exclusive use of the exclusive use property relevant to the proprietor's lot.
- 19.3 The Strata Company may withdraw the exclusive use rights or any part thereof described in this By-law 19 of the Schedule 1 By-laws if 7 days after service of a written notice from the Strata Company a proprietor fails to

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maintain and repair or replace the exclusive use property in accordance with By-law 17 of this Schedule 1 By-laws or fails to remove an air conditioning system in accordance with By-law 20 of this Schedule 1 By-laws.

- 19.4 Should a proprietor fail to comply with a notice served by the Strata Company pursuant to By-law 19.3 of this Schedule 1 By-laws then the Strata Company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

20. Individual Air Conditioning Systems

- 20.1 No proprietor shall affix any air conditioning system without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed air conditioning system is or is likely to be either:-

20.1.1 so noisy as to cause a disturbance to adjoining proprietors; or

20.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

- 20.2 Without prejudice to the generality of By-law 20.1 in the Schedule 1 By-laws in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the Strata Company either:

20.2.1 remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed at the time the air conditioning system was installed; or

20.2.2 subject to complying with By-laws 19 and 20 of the Schedule 1 By-laws replace the air conditioning system.

- 20.3 Should a proprietor:

20.3.1 fail to repair and maintain the air conditioning system pursuant to By-law 17 of the Schedule 1 By-laws; or

20.3.2 fail to remove the air conditioning system after receiving written notice from the Strata Company pursuant to By-law 19.3 of the Schedule 1 By-laws.

then the Strata Company may enter the proprietor's lot or his premises and:

20.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or

20.3.4 remove the air conditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the air conditioning system granted pursuant to this By-law 20 of the Schedule 1 By-laws.

21. Behaviour

- 21.1 A proprietor shall not:

21.1.1 use his premises or any part of the common property for any purpose which may be a breach of the By-laws, the regulations or By-laws of the local authority or any other governmental regulation or law;

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- 21.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a residential complex;
- 21.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;
- 21.1.4 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 21.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or By-laws of the local authority or any other governmental regulation or law;
- 21.1.6 permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control;
- 21.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 21.1.8 be inadequately or inappropriately clothed when upon common property;
- 21.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 21.1.10 without the written consent of the Strata Company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 21.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

22. Vehicles

- 22.1 In this By-law "**vehicle**" includes any motor vehicle, motor cycle, moped or motorised buggy or chair.
- 22.2 Neither a proprietor nor a proprietor's invitee shall:
 - 22.2.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
 - 22.2.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
 - 22.2.3 use a designated parking bay for any purpose other than parking one motor vehicle;
 - 22.2.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the Strata Company;
 - 22.2.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
 - 22.2.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or

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egress to any car parking area, or any part of the common property.

- 22.3 No proprietor or occupier may wash a vehicle on any portion of the common property of the scheme including but not limited to the proprietor's designated car parking space.

23. Responsibility for Proprietor's Invitees

- 23.1 A proprietor shall:

23.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the By-laws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the Strata Company must take reasonable steps to have the proprietor's invitees leave the scheme;

23.1.2 compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the proprietor's invitees.

24. Blockage of Drainage Pipes

- 24.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

- 24.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of By-law 24.1 of the Schedule 1 By-laws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.

25. Proprietor to advise of Defects

- 25.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the Strata Company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.

- 25.2 The Strata Company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.

26. Damage to Common Property

Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the Strata Company of making good such damage.

27. Instructing Contractors by Proprietors

- 27.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the Strata Company unless authorised to do so by the caretaker or in the absence of the caretaker the Strata Company manager.

- 27.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the Strata Company of any additional cost or expense to the Strata Company

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arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

28. Garbage Disposal

28.1 A proprietor shall:

- 28.1.1 maintain on his lot or on such part of the common property as may be designated by the Strata Company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
- 28.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
- 28.1.3 comply with all local authority By-laws, regulations and ordinances relating to the disposal of garbage;
- 28.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

29. Signs

- 29.1 No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any).
- 29.2 In addition to the rights of the Original Proprietor under any other By-law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:
 - 29.2.1 the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease;
 - 29.2.2 the exclusive use of the common property cubic space occupied by such Signs; and
 - 29.2.3 the special privilege of installing and keeping Signs on the balconies or windows of Lots advertising those Lots for sale or lease.
- 29.3 Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

30. Antenna

All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

31. Pets

In this By-law:

“Building” means the building the subject of the strata plan;

“Excluded Dog” means:

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- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1976*;

"Small Dog" means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

31.1 A proprietor or occupier of a Residential Lot may keep, without the consent of the Strata Company:

- 31.1.1 fish, in an enclosed aquarium;
- 31.1.2 one (1) caged bird;
- 31.1.3 one (1) Small Dog;
- 31.1.4 one (1) cat;

31.2 A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council of the Strata Company before that proprietor or occupier keeps;

- 31.2.1 any other type of animal including a dog which is not a Small Dog;
- 31.2.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;

31.3 If a proprietor or occupier of a Residential Lot keeps an animal then the proprietor or occupier:

- 31.3.1 must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's Residential Lot;
- 31.3.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's Residential Lot;
- 31.3.3 must ensure that, when in or on any part of the common property, the animal is at all times held by the proprietor or occupier;
- 31.3.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or in or about the common property for:

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31.3.4.1 any noise which is disturbing to an extent which is unreasonable;

31.3.4.2 for damage to or loss of property or injury to any person caused by the animal; and

31.3.4.3 is responsible for cleaning up after the animal has used any part of the common property.

31.4 This By-law:

31.4.1 applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and

31.4.2 does not prevent the keeping of a dog used as a guide dog or hearing dog.

31.5 Without affecting the Strata Company's rights under the Act, the Strata Company may issue a notice cautioning the proprietor or occupier of a Residential Lot in respect of a breach of any of the provisions of this By-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:

31.5.1 any noise which is disturbing to an extent which is unreasonable; or

31.5.2 damage to or loss of property or injury to any person.

31.6 A further breach under this By-law after a notice has been served on a proprietor or occupier of a Residential Lot under its By-law will entitle the Strata Company to require the immediate removal of the animal from the Building.

31.7 The proprietor will:

31.7.1 be responsible for the health, hygiene, control and supervision of any animal in his care;

31.7.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;

31.7.3 not keep any animal on his lot if:

31.7.3.1 the keeping of the animal breaches any regulation or By-law of the local authority;

31.7.3.2 he has failed to comply with a notice given by the council pursuant to its By-law;

31.7.3.3 he has within a twelve (12) month period received three notices issued under its By-law.

in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

32. Temporary Building

32.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the Strata Company.

32.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

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33. Moving Furniture

Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the Strata Company sufficient notice of his intention to do so.

34. Floor Coverings

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

35. Windows

35.1 A proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.

35.2 If a proprietor installs curtains then the back of the curtain must be coloured white.

36. Drying

Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the Strata Company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.

37. Storage of inflammable liquids

Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the Strata Company, use or store upon the lot or the premises or 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.

38. Floor Loading

Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

39. Use of Car Bays

39.1 A proprietor shall not:

39.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;

39.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

40. Rules

40.1 The Strata Company may from time to time make, withdraw or amend rules for the use and management of the

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common property including but not limited to the management or control of:

- 40.1.1 the affixing of externally mounted air conditioners;
- 40.1.2 visitors' vehicle parking;
- 40.1.3 security;
- 40.1.4 use of stairways and passageways;
- 40.1.5 approval for keeping pets;
- 40.1.6 rubbish collection;
- 40.1.7 advertising and signs;
- 40.1.8 charges relating to the security system and security keys;
- 40.1.9 use of the Facilities.

40.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

41. Penalty for Breach of By-laws

Any person who breaches Schedule 1 By-laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

42. Reserve Fund

- 42.1 The Strata Company will establish a reserve fund for the purposes of accumulating funds to meet contingent expenses other than those of a routine nature and other major expenses of the Strata Company likely to arise in the future.
- 42.2 The amount to be raised for the reserve fund shall be determined by the Strata Company from time to time but in any event shall not be less in any year than a sum equal to 0.025% of the insurable value of the Building.

43. Strata Company to Insure all buildings within the scheme

- 43.1 The Strata Company shall, pursuant to section 55(1)(b) of the Act, insure and keep insured the buildings (as defined in section 53 of the Act) to the replacement value (as defined in section 53 of the Act) against fire, storm and tempest (excluding damage by sea, flood or erosion) lightning, explosion and earthquake and such other risks as the Strata Company reasonably determines.

44. Strata Company Management

- 44.1 The Strata Company may appoint from time to time a Strata Company manager upon such terms and conditions as are usual for such appointment.
- 44.2 Unless otherwise provided in the By-laws the Strata Company may delegate (other than the power of delegation) all of the Strata Company's power, authorities, duties and functions to the Strata Company manager (to the extent that the same are capable of being delegated).

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- 44.3 The Strata Company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the Strata Company:
- 44.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the land and common property for this purpose;
 - 44.3.2 to view the improvements within the scheme on at least 1 occasion in each year;
 - 44.3.3 arrange and attend the annual general meeting during any yearly period;
 - 44.3.4 act upon request by, or in the absence of, the chairman:
 - 44.3.4.1 as Chairman of any meeting of the Strata Company; or
 - 44.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;
 - 44.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
 - 44.3.5 as agent for the Strata Company to engage or employ contractors the caretaker and any employees authorised by the Strata Company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
 - 44.3.6 to arrange for the preparation and submission of income tax returns on behalf of the Strata Company and accept appointment as the public officer of the Strata Company;
 - 44.3.7 to disburse monies in accordance with the Act and the terms of the By-laws;
 - 44.3.8 to maintain the records of the Strata Company required by law;
 - 44.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
 - 44.3.10 to provide, so far as is reasonable, any assistance to the Strata Company and the members of its council;
 - 44.3.11 to take possession of and care for the records and documents of the Strata Company;
 - 44.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
 - 44.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 By-laws;
 - 44.3.14 generally implement the decisions of the Strata Company and its council;
 - 44.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;

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- 44.3.16 to attend on behalf of the Strata Company and to the extent permitted by law to represent the Strata Company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;
- 44.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 44.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company;
- 44.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 44.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

45. Insurance Rates

- 45.1 Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the Strata Company or which would be in violation of any law.
- 45.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.

46. Recovery of Costs by Strata Company

- 46.1 If the proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:
 - 46.1.1 Strata Company manager's costs, pursuant to the strata management contract or as otherwise determined by the Strata Company;
 - 46.1.2 legal costs on an indemnity basis; and
 - 46.1.3 debt recovery agency's costs.are an administrative expense of the Strata Company and become a debt due and payable by the proprietor to the Strata Company, and shall be recoverable by the Strata Company when recovering due levies.
- 46.2 It shall be competent for the Strata Company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 46.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the Strata Company to its solicitors. The Strata Company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of

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that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the Strata Company.

- 46.4 A certificate from the solicitors retained by the Strata Company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 46.5 Simple interest at the prescribed rate shall be payable by the proprietor to the Strata Company on costs incurred by the Strata Company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by this By-law and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 46.6 In the event that the Strata Company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the Strata Company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this By-law.

47. Security and Fire Safety

- 47.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety of all buildings or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 47.2 The Strata Company may restrict access to:
- 47.2.1 the car parking areas by means of a proximity card reader system; and
- 47.2.2 parts of all buildings by means of a proximity card reader system or security key.
- for the purposes of securing all buildings and the common property from intruders and to preserve the safety of the Building from fire or other hazards.
- 47.3 The Strata Company will provide to each proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a proprietor to operate the security access devices referred to in By-law 47.2 of the Schedule 1 By-laws.
- 47.4 A proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this By-law.
- 47.5 No proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.
- 47.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 47.7 A proprietor or proprietor's invitee shall not:

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- 47.7.1 interfere with any safety equipment;
- 47.7.2 obstruct any fire escape or fire stair well; or
- 47.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.

48. Smoking

- 48.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.
- 48.2 Any proprietor who breaches this By-law or permits a breach of that By-law will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of this By-law.

49. Facilities

- 49.1 This By-law regulating the use of the Facilities is in addition to and not substitution of any other By-law or Rule relating to the use and enjoyment of the Facilities.
- 49.2 No child under twelve (12) years of age may enter or remain within the Facilities unless accompanied by an adult person.
- 49.3 Neither a Proprietor nor a Proprietor's Invitee may:
 - 49.3.1 use any part of the Facilities to the exclusion of any other person entitled to use the Facilities;
 - 49.3.2 use any part of the Facilities for any business;
 - 49.3.3 enter or remain in the Facilities if under the influence of drugs or alcohol;
 - 49.3.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
 - 49.3.5 spit or urinate or defecate in the Facilities;
 - 49.3.6 enter or remain in the Facilities unless suitably attired;
 - 49.3.7 permit any animal to enter the Facilities;
 - 49.3.8 leave any rubbish in the Facilities except in a receptacle provided for that purpose;
 - 49.3.9 smoke in the enclosed portions of the Facilities;
 - 49.3.10 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Facilities;
or
 - 49.3.11 tamper with any equipment in the Facilities.

50. Power of Strata Company Regarding Sub-meters

- 50.1 Where the supply of water to a lot is regulated by means of a sub-meter, the Strata Company may require the proprietor or other occupier of the lot to pay the Strata Company by way of security for the payment of charges

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arising through the sub-meter an amount, determined by the Council from time to time, and, if any amount so paid is applied by the Strata Company under By-law 50.2 of the Schedule 1 By-laws, 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 By-law, the Strata Company may require.

- 50.2 The Strata Company shall lodge every sum received under this By-law to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this By-law, be held on trust for the proprietor or occupier who made the payment.
- 50.3 If the proprietor or other occupier of a lot in respect of which a sub-meter is used for the supply of electricity refuses or fails to pay any charges due for the supply of electricity to that lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that proprietor or occupier under this By-law, including any interest that may have accrued in respect of that amount.
- 50.4 Where a person who has paid an amount under this By-law to a Strata Company satisfied the Strata Company that he is no longer the proprietor or occupier of a lot and that the Strata Company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the Strata Company shall refund to that person the amount then held on his behalf under this By-law.

51. Security Access Devices

51.1 Access Device

The Council will only issue one security access device to a proprietor to enable the proprietor to gain access to the scheme.

51.2 Replacement of Access Device

The Council will only issue replacement security access devices to a proprietor who satisfies the Council that the original security access device issued to the proprietor has been lost or destroyed.

When a replacement security access device is issued the original security access device will be cancelled.

52. Pavement Indemnification

52.1 In this By-law:

"Pavement" means that portion of the Common Property used by the Local Authority, its authorised officers, employees, agents and contractors for waste disposal collection services.

- 52.2 The Strata Company indemnifies the Local Authority against any damage caused to the Pavement arising out of or in connection with the use of the Pavement and the Common Property by the Local Authority and its authorised officers, employees, agents and contractors for waste disposal collection services.

- 52.3 The Strata Company will be responsible for the upkeep of the Pavement and the cost of such maintenance and upkeep.

- 52.4 The consent of the Local Authority is required to any amendments, substitution or repeal of this By-law.

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53. Development Approval Conditions

- 53.1 Owners and Residents of the subject Strata Plan are advised that they are required to comply with the conditions of approval related to the dwellings as detailed in the Metropolitan East Joint Development Assessment Panel Development Approval Letter dated 2 January 2014 (reference DA13/00392 or JDAP Ref: DP/13/00844/1) a copy of which is attached.
- 53.2 This By-law is inserted at the request of the City of Gosnells and the City's express consent is required to amend or repeal the By-law as required under Section 42 (2d) of the Act.

ATTACHMENT

Development Approval Condition



Planning and Development Act 2005

City of Gosnells Town Planning Scheme No. 6

Metro East Joint Development Assessment Panel

**Determination on Development Assessment Panel
Application for Planning Approval**

Location: Lot 901 (7) Streatham Street, Beckenham

Description of proposed Development: 66 Multiple Dwellings

In accordance with Regulation 8 of the *Development Assessment Panels Regulations 2011*, the above application for planning approval was **granted** on 15 January 2014, subject to the following:

That the Metropolitan East Joint Development Assessment Panel (JDAP) resolves to:

Approve DAP Application reference DP/13/00844 and accompanying plans dated 14 October 2013 (1901 SK1.01, 1901 SK1.02, 1901 SK2.02, 1901 SK2.03, 1901 SK3.01), dated 14 November 2013 (1901 SK2.01) and Stormwater Drainage Plan (as provided within Attachment 3 of the Responsible Authority Report) in accordance with the provisions of the City of Gosnells Town Planning Scheme No. 6 subject to the following conditions:

1. The submission of amended plans prior to the lodgement of a Building Permit application, generally in accordance with the submitted plans but including the following modification to the satisfaction of the City:
 - (i) The provision of screening to the balconies of units 45 and 49 on the first floor in accordance with Clause 6.4.1 of the Residential Design Codes
2. The drainage plan, endorsed by the City's Technical Services branch on 12 December 2013, is to be implemented and all required drainage infrastructure thereafter maintained, to the satisfaction of the City.
4. A landscape plan for the development site and the adjoining road verge(s) is to be submitted, providing lighting to pathways, communal open space and car parking areas in accordance with the City's Local Planning Policy LPP 4.5 - Development - Landscaping, and approved by the City, prior to the lodgement of a Building Permit application.
5. The proponent is to submit a written maintenance manual for the area(s) of communal open space in accordance with the Residential Design Codes, prior to the lodgement of a Building Permit application.
6. A Waste Collection Management Strategy, which details the manner by which rubbish and recycling bins are to be collected from the site, is to be submitted to the satisfaction of the City, prior to the lodgement of a Building Permit application.



7. A legal agreement shall be prepared at the proponent's cost prior to the lodgement of a Building Permit, indemnifying the City of Gosnells and its appointed contractors for any potential damage that may occur within the site as a result of the City performing waste removal services for the occupants of the subject development.
8. The easement for the car parking bays and vehicular access is to be modified, in order to facilitate reciprocal vehicular access and carparking between future multiple dwelling and grouped dwelling lots, prior to the occupation of the building(s).
9. Existing vehicle crossovers that are not required as part of the development shall be removed and the verge reinstated to the satisfaction of the City, prior to the occupation of the buildings.
10. The common property accessway being constructed and drained at the developer's cost to the specifications and satisfaction of the City.
11. All cut and fill to be retained within the property boundaries by structural engineer designed retaining walls of masonry or similar approved material, and are required to provide support to the boundary and any structure reliant on its integrity, prior to the occupation of the buildings.
12. The site is to be connected to the reticulated sewerage system.
13. All crossovers are to be located and constructed to the City's specifications.
14. Visitor parking bays are to be permanently marked and maintained at all times for use exclusively by visitors to the property, be clearly visible from the street or communal driveway and be located, together with the reversing area, in front of any security gates or barrier for the development.
15. Fire hydrants are to be provided to the City's satisfaction with the required pressure and flow being verified by a recognised fire testing authority.

Advice Notes:

1. In relation to Condition 11, details are to be submitted to the City as part of a Building Permit application, for approval by the Manager Building Services.
2. Your attention is drawn to the following to minimise the impact of development works:
 - i) All development works must be carried out in accordance with Control of Noise Practices set out in section 6 of AS2436-1981. For further details please contact the Department of Environment and Conservation.
 - ii) Development work is only be permitted between 0700 hours and 1900 hours on any day which is not a Sunday or public holiday, without the written approval of the City's Health Service.
 - iii) Development work shall comply in all respects with the Environmental Protection (Noise) Regulations 1997.

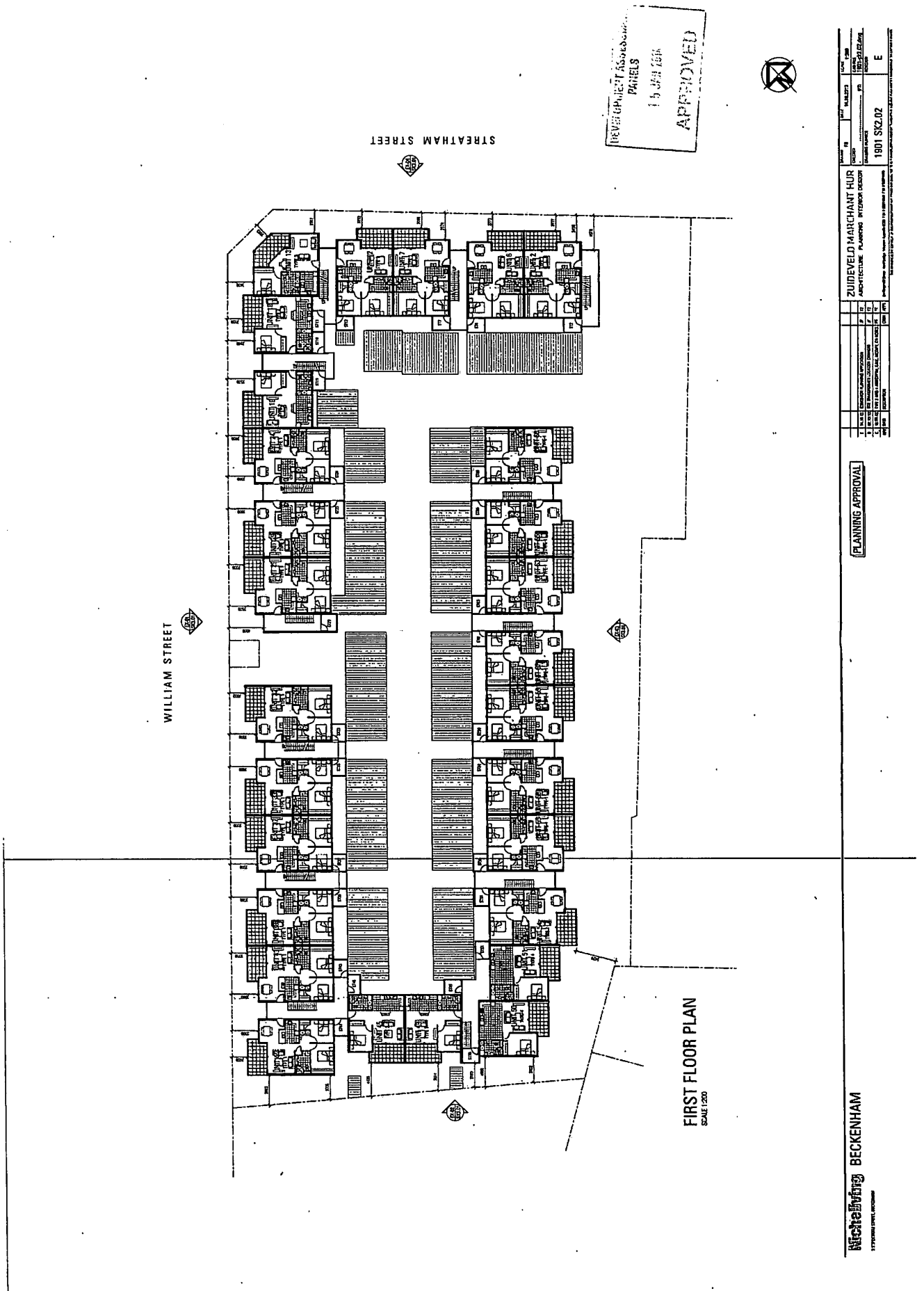


3. You are advised of the need to apply for a Building Permit from the City's Building Services Branch prior to the commencement of work. In this regard, your attention is drawn to the requirements of the Building Code of Australia and the Building Act 2011.
4. Your attention is drawn to the requirements for access to buildings for people with disabilities in accordance with the Building Code of Australia and AS1428.1. Detailed drawings are to be submitted with the Building Permit application identifying means of access from carparking areas to the entrance of the building and throughout the building, as required by AS1428.1.
5. Your attention is drawn to requirements for sanitary conveniences to be provided in accordance with the Building Code of Australia, Table F2.3/2.4 and AS1428.1. For further details please contact the City's Building Services Branch.
6. An Occupancy Permit is to be applied for and issued by the Local Authority (Permit Authority) prior to occupation of the building or part thereof. For a new building, a Certificate of Construction Compliance (BA17) is to be provided with the application for it to be valid. For an existing building, a Certificate of Building Compliance (BA18) is to be provided with the application for it to be valid.
7. Fire and Emergency Services Authority assessment is required prior to approval of a Building Permit application, in accordance with Building Regulations 1989.
8. Due to the nature of foundation materials, footing and slab details and a site report from a structural engineer are required to be submitted with the Building Permit application.
9. The applicant is advised that the construction of any drainage, road and/or footpath infrastructure will require the submission of as-constructed data in accordance with Council Policy 2.4.20.
10. The proponent is advised that all relevant conditions must be complied with prior to seeking a Design Compliance Certificate (internally or externally) and lodging an application for a Building Permit. The City's Building Services Branch will not accept any Building Permit applications until and unless it is accompanied by documentation confirming compliance with the applicable conditions, to the City's satisfaction. To obtain confirmation of compliance, you are required to forward all relevant documentation (as required by the specific condition) to the Branch nominated at the end of each condition.
11. In relation to Condition 4:
 - i) Any landscaping or earthmoving in the street verge is to be set at levels as directed by the City's Infrastructure Directorate to ensure minimum disruption to future footpath levels. In this regard you are required to submit levels to the Infrastructure Directorate.
 - ii) The developer is advised that the City has a Shade Policy which must be considered as part of the development process.



- iii) If bin collection areas are required as part of the proposed development, those areas are to be shown on the landscape plan, to the satisfaction of the City.
 - iv) The proponent is advised that approval is required from the City for the removal or pruning of any street trees. Where approval is given by the City for the removal of a street tree or trees the developer will pay for the amenity value of the tree or trees with the valuation being determined by the Helliwell Method (as per the City's Schedule of Fees and Charges).
12. In relation to Condition 7, the City may require such documentation to be reviewed by McLeods Barristers and Solicitors, and therefore, the applicant may wish to engage McLeods directly to prepare the abovementioned documentation.
13. The applicant is advised that pursuant to Section 25 of the Strata Titles Act 1985, any application for a built strata certificate of approval must be made prior to the construction of the relevant building or else conditions will be imposed on the local government's agreement for the application to be made after construction

Where an approval has so lapsed, no development shall be carried out without further approval having first been sought and obtained, unless the applicant has applied and obtained Development Assessment Panel approval to extend the approval term under regulation 17(1)(a) of the *Development Assessment Panel Regulations 2011*.



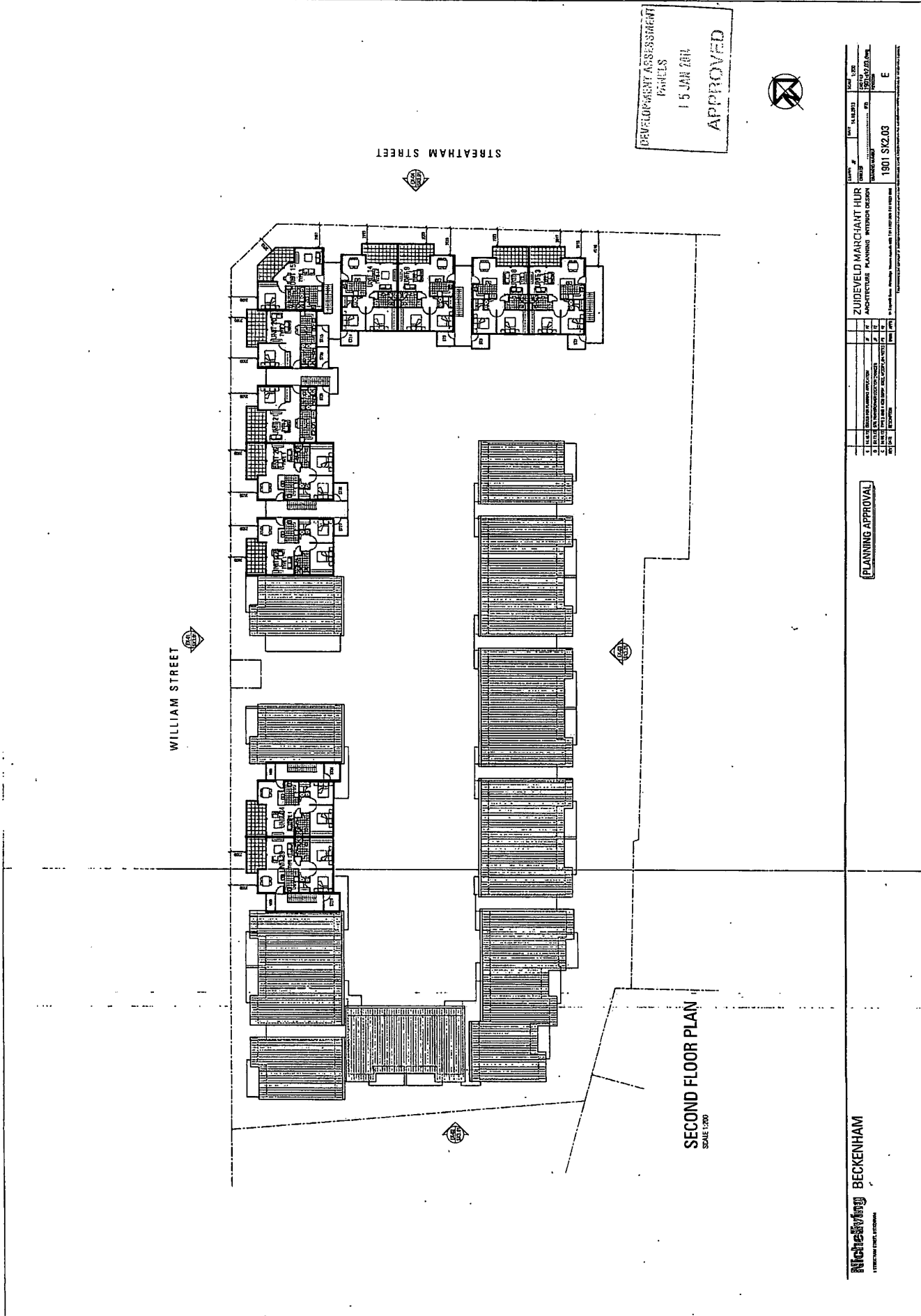
NicheLiving BECKENHAM

PLANNING APPROVAL

PROJECT NAME	1901 SX2.02	DATE	15 JAN 2014	SCALE	1:200
PROJECT NO.	1901 SX2.02	DATE	15 JAN 2014	SCALE	1:200
PROJECT NAME	1901 SX2.02	DATE	15 JAN 2014	SCALE	1:200
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PROJECT NAME	1901 SX2.02	DATE	15 JAN 2014	SCALE	1:200
PROJECT NO.	1901 SX2.02	DATE	15 JAN 2014	SCALE	1:200

ZUIDVELD MARCHANT HUR

ARCHITECTURE PLANNING INTERIOR DESIGN





P573103 SB

02 Jun 2023 09:40:42 Perth



[SB] Scheme By-laws – First Consolidation

Lodged by:¹¹ Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1176323
Issuing Box Number: 99A

Instruct if any documents are to
issue to other than Lodging Party

Prepared by: Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: +61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1176323

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: [Signature]

¹¹ Lodging Party Name may differ from Applicant Name.
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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

Scheme By-laws – First Consolidation

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **67751**

The Owners of¹ **Nicheliving Beckenham Apartments Strata Scheme 67751** (strata company):

Part 1 – First Consolidation

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(2), applies to the Registrar of Titles to register an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws.

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

Part 2 – Application to Amend

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on **9/02/2023** and closed on **9/03/2023** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☐ **amendments/** ☐ **repeal**² to the Governance by-laws were made as detailed here.

Schedule 1 by-law 24 be added as follows:

24. Financial Year

24.1 The Financial Year for the Strata Company is the period of 12 months ending on 30 November.

☒ **and** / ☐ **or**²

By special resolution, the voting period for which opened on **N/A** and closed on **N/A** (and which must be registered within 3 months from closing date) the ☐ **additions/** ☐ **amendments/** ☐ **repeal**² to the Conduct by-laws were made as detailed here.

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Select one.

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Approved Form 2020-43914
Effective for use from: 15/06/2022

SB

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

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Part 3 – Consolidated By-laws of Scheme Number: 67751

Governance By-Laws

1. Definitions

1.1 The following words have these meanings in the Schedule 1 By-laws whether appearing in capitals or not unless the contrary intention appears:

“Act” means *Strata Titles Act 1985* as amended;

“By-laws” means the By-laws adopted by the Strata Company from time to time;

“Common Property” has the same meaning as in the Act;

“Council” means the Council of the Strata Company established pursuant to the By-laws;

“Fixtures and Fittings” means any fixtures and fittings in or about a lot;

“Insured Risk” means fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquakes, storm, tempest, floor, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the Strata Company may from time to time insure against;

“Land” means all the land comprised in the strata plan;

“Local Authority” means the local authority as may from time to time have jurisdiction over the scheme;

“Lot” or **“lot”** means a strata lot formed upon registration of the strata plan;

“Original Proprietor” means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;

“Proprietor” means the proprietor from time to time of a lot and the proprietor’s successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

“Proprietor’s Invitee” means each of the proprietor’s agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;

“Premises” means the proprietor’s lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

“Rules” means the rules adopted by the Strata Company from time to time pursuant to By-law 19 of the Schedule 2 By-laws;

“Schedule 1 By-laws” means these Schedule 1 By-laws;

“Scheme” means the strata scheme constituted upon registration of the strata plan;

“Strata Company” means the Strata Company constituted by the registration of the strata plan;

“Strata Company Manager” means the person who is appointed from time to time as Strata Company manager pursuant to By-law 18 of the Schedule 1 By-laws;

“Strata Plan” means the strata plan and any subdivision thereof registered from time to time in respect of the land.

1.2 Interpretation

In the Schedule 1 By-laws:

1.2.1 Reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it.

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 By-laws.

1.3 Severability

If any Schedule 1 By-law is invalid or unenforceable, then the remaining Schedule 1 By-laws shall be valid and enforceable.

1.4 Application

The Schedule 1 By-laws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

2. Constitution of the Council

2.1 The powers and duties of the Strata Company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the Strata Company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.

2.2 Until the inaugural meeting of the Strata Company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this By-law shall no longer apply.

2.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the Strata Company.

2.4 The members of the council shall be elected at each annual general meeting of the Strata Company.

2.5 In determining the number of proprietors for the purposes of this By-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 2.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 2.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- 2.8 The Strata Company may by special resolution remove any member of the council before the expiration of his term of office.
- 2.9 A member of the council vacates his office as a member of the council:
- 2.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 2.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
 - 2.9.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the council takes place and at which he is not elected or re-elected; or
 - 2.9.4 where he is removed from office under By-law 2.8 of the Schedule 1 By-laws.
- 2.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under By-law 2.8 of the Schedule 1 By-laws, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- 2.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 2.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these By-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- 2.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.
- 3. Election of council**
- 3.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
- 3.1.1 the meeting shall determine, in accordance with the requirements of By-law 2.3 of the Schedule 1 By-laws the number of persons of whom the council shall consist;
 - 3.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 3.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
- 3.2.1 in writing, and furnished to the chairman at the meeting;
 - 3.2.2 orally by nominee who is present at the meeting.
- 3.3 When no further nominations are forthcoming, the chairman:
- 3.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of By-law 2.3 of the Schedule 1 By-laws, shall declare those candidates to be elected as members of the council;
 - 3.3.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- 3.4 If a ballot is to be held, the chairman shall:
- 3.4.1 announce the names of the candidates; and
 - 3.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 3.5 A person who is entitled to vote shall complete a valid ballot paper by:
- 3.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - 3.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - 3.5.3 signing the ballot-paper; and
 - 3.5.4 returning it to the chairman.
- 3.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 3.7 Subject to By-law 3.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with By-law 2.3 of the Schedule 1 By-laws, who receive the highest numbers of votes shall be declared elected to the council.
- 3.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in By-law 3.7 of the Schedule 1 By-laws:
- 3.8.1 that number equals the number of votes recorded in favour of any other candidate; and
- 3.9 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.
- 4. Chairman, secretary and treasurer of council**
- 4.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- 4.2 A person:

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 4.2.1 shall not be appointed to an office referred to in By-law 4.1 of the Schedule 1 By-laws unless he is a member of the council; and
 - 4.2.2 may be appointed to one or more of those offices.
- 4.3 A person appointed to an office referred to in By-law 4.1 of the Schedule 1 By-laws shall hold office until:
 - 4.3.1 he ceases to be a member of the council;
 - 4.3.2 receipt by the Strata Company of notice in writing of his resignation from that office; or
 - 4.3.3 another person is appointed by the council to hold that office,whichever first happens.
- 4.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.
- 5. Chairman, secretary and treasurer of Strata Company**
- 5.1 Subject to By-law 5.2 of the Schedule 1 By-laws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 5.2 A Strata Company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the Strata Company for the purposes of that meeting.
- 5.3 A person appointed under By-law 5.2 of the Schedule 1 By-laws may act until the end of the meeting for which he was appointed to act.
- 6. Meetings of council**
- 6.1 At meetings of the council, all matters shall be determined by a simple majority vote.
- 6.2 The council may meet together for the conduct of business and adjourn and:
 - 6.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - 6.2.2 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 6.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- 6.4 A proprietor or individual may be appointed under By-law 6.3 of the Schedule 1 By-laws whether or not he is a member of the council.
- 6.5 If a person appointed under By-law 6.3 of the Schedule 1 By-laws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

6.6 The council shall keep minutes of its proceedings.

7. Powers and duties of secretary of Strata Company

7.1 The powers and duties of the secretary of a Strata Company include:

- 7.1.1 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;
- 7.1.2 the giving on behalf of the Strata Company and of the council of the notices required to be given under the Act;
- 7.1.3 the supply of information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) of the Act;
- 7.1.4 the answering of communications addressed to the strata company;
- 7.1.5 the calling of nominations of candidates for election as members of the council; and
- 7.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the Strata Company and of the council.

8. Powers and duties of treasurer of Strata Company

8.1 The powers and duties of the treasurer of a Strata Company include:

- 8.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
- 8.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company;
- 8.1.3 the preparation of any certificate applied for under section 43 of the Act; and
- 8.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

9. Alterations to Lot

9.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:

- 9.1.1 obtained all the necessary approvals and permits of the local authority;
- 9.1.2 obtained the consent of the Strata Company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;
- 9.1.3 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 authority pursuant to By-law 9.1.1 of the Schedule 1 By-laws;
- 9.1.4 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 shall be in writing in a form reasonably required by the Strata Company and prepared and stamped at the cost of the proprietor.

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 9.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
- 9.2.1 that that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
 - 9.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
 - 9.2.3 that no security door or gate within the scheme remains open while the works are carried out;
 - 9.2.4 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;
 - 9.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the Strata Company manager;
 - 9.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this By-law;
 - 9.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.
- 10. Exclusive Use**
- 10.1 In this By-law "exclusive use property" means every portion of common property comprising:
- 10.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
 - 10.1.2 that portion of the common property required for an air conditioning system approved by the Strata Company in accordance with By-law 4 of the Schedule 2 By-laws.
- 10.2 The Strata Company grants to each proprietor who signs a written consent in a form reasonably required by the Strata Company exclusive use of the exclusive use property relevant to the proprietor's lot.
- 10.3 The Strata Company may withdraw the exclusive use rights or any part thereof described in this By-law 10 of the Schedule 1 By-laws if 7 days after service of a written notice from the Strata Company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with By-law 3 of this Schedule 1 By-laws or fails to remove an air conditioning system in accordance with By-law 4 of this Schedule 1 By-laws.
- 10.4 Should a proprietor fail to comply with a notice served by the Strata Company pursuant to By-law 10.3 of this Schedule 1 By-laws then the Strata Company may at the proprietor's cost enter

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

11. Responsibility for Proprietor's Invitees

11.1 A proprietor shall:

11.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the By-laws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the Strata Company must take reasonable steps to have the proprietor's invitees leave the scheme;

11.1.2 compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the proprietor's invitees.

12. Blockage of Drainage Pipes

12.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

12.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of By-laws 12.1 of the Schedule 1 By-laws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.

13. Damage to Common Property

Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the Strata Company of making good such damage.

14. Instructing Contractors by Proprietors

14.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the Strata Company unless authorised to do so by the caretaker or in the absence of the caretaker the Strata Company manager.

14.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the Strata Company of any additional cost or expense to the Strata Company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

15. Signs

- 15.1 No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any).
- 15.2 In addition to the rights of the Original Proprietor under any other By-law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:
- 15.2.1 the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease'
 - 15.2.2 the exclusive use of the common property cubic space occupied by such Signs; and
 - 15.2.3 the special privilege of installing and keeping Signs on the balconies or windows of Lots advertising those Lots for sale or lease.
- 15.3 Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

16. Penalty for Breach of By-laws

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

17. Reserve Fund

- 17.1 The Strata Company will establish a reserve fund for the purposes of accumulating funds to meet contingent expenses other than those of a routine nature and other major expenses of the Strata Company likely to arise in the future.
- 17.2 The amount to be raised for the reserve fund shall be determined by the Strata Company from time to time but in any event shall not be less in any year that a sum equal to 0.025% of the insurable value of the Building.

18. Strata Company Management

- 18.1 The Strata Company may appoint from time to time a Strata Company manager upon such terms and conditions as are usual for such appointment.
- 18.2 Unless otherwise provided in the By-laws the Strata Company may delegate (other than the power of delegation) all of the Strata Company's power, authorities, duties and functions to the Strata Company manager (to the extent that the same are capable of being delegated).
- 18.3 The Strata Company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the Strata Company:
- 18.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the land and common property for this purpose;
 - 18.3.2 to view the improvements within the scheme on at least 1 occasion in each year;
 - 18.3.3 arrange and attend the annual general meeting during any yearly period;
 - 18.3.4 act upon request by, or in the absence of, the chairman:

- 18.3.4.1 as Chairman of any meeting of the Strata Company; or
- 18.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;
- 18.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
- 18.3.5 as agent for the Strata Company to engage or employ contractors the caretaker and any employees authorised by the Strata Company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- 18.3.6 to arrange for the preparation and submission of income tax returns on behalf of the Strata Company and accept appointment as the public officer of the Strata Company;
- 18.3.7 to disburse monies in accordance with the Act and the terms of the By-laws;
- 18.3.8 to maintain the records of the Strata Company required by law;
- 18.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 18.3.10 to provide, so far as is reasonable, any assistance to the Strata Company and the members of its council;
- 18.3.11 to take possession of and care for the records and documents of the Strata Company;
- 18.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- 18.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 By-laws;
- 18.3.14 generally implement the decisions of the Strata Company and its council;
- 18.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;
- 18.3.16 to attend on behalf of the Strata Company and to the extent permitted by law to represent the Strata Company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;
- 18.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 18.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company;
- 18.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;

18.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

19. Recovery of Costs by Strata Company

19.1 If the proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

19.1.1 Strata Company manager's costs, pursuant to the strata management contract or as otherwise determined by the Strata Company;

19.1.2 legal costs on an indemnity basis; and

19.1.3 debt recovery agency's costs,

are an administrative expense of the Strata Company and become a debt due and payable by the proprietor to the Strata Company, and shall be recoverable by the Strata Company when recovering due levies.

19.2 It shall be competent for the Strata Company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.

19.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the Strata Company to its solicitors. The Strata Company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the Strata Company.

19.4 A certificate from the solicitors retained by the Strata Company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.

19.5 Simple interest at the prescribed rate shall be payable by the proprietor to the Strata Company on costs incurred by the Strata Company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by this By-law and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

19.6 In the event that the Strata Company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the Strata Company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this By-law.

20. Smoking

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 20.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.
- 20.2 Any proprietor who breaches this By-law or permits a breach of that By-law will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of this By-law.
- 21. Power of Strata Company Regarding Sub-meters**
- 21.1 Where the supply of gas or electricity to a lot is regulated by means of a sub-meter, the Strata Company may require the proprietor or other occupier of the lot to pay the Strata Company by way of security for the payment of charges arising through the sub-meter an amount, determined by the Council from time to time, and, if any amount so paid is applied by the Strata Company under 21.2 of the Schedule 1 By-laws, 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 By-law, the Strata Company may require.
- 21.2 The Strata Company shall lodge every sum received under this By-law to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this By-law, be held on trust for the proprietor or occupier who made the payment.
- 21.3 If the proprietor or other occupier of a lot in respect of which a sub-meter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that proprietor or occupier under this By-law, including any interest that may have accrued in respect of that amount.
- 21.4 Where a person who has paid an amount under this By-law to a Strata Company satisfied the Strata Company that he is no longer the proprietor or occupier of a lot and that the Strata Company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the Strata Company shall refund to that person the amount then held on his behalf under this By-law.
- 22. Pavement Indemnification**
- 22.1 In this By-law:
- "Pavement" means that portion of the Common Property used by the Local Authority, its authorised officers, employees, agents and contractors for waste disposal collection services.
- 22.2 The Strata Company indemnifies the Local Authority against any damage caused to the Pavement arising out of or in connection with the use of the Pavement and the Common Property by the Local Authority and its authorised officers, employees, agents and contractors for waste disposal collection services.
- 22.3 The Strata Company will be responsible for the upkeep of the Pavement and the cost of such maintenance and upkeep.
- 22.4 The consent of the Local Authority is required to any amendments, substitution or repeal of this By-law.
- 23. Development Approval Conditions**



- 23.1 Owners and Residents of the subject Strata Plan are advised that they are required to comply with the conditions of approval related to the dwellings as detailed in the Metropolitan East Joint Development Assessment Panel Development Approval Letter dated 2 January 2014 (reference DA13/00392 or JDAP Ref: DP/13/00844/1) a copy of which is attached.
- 23.2 This By-law is inserted at the request of the City of Gosnells and the City's express consent is required to amend or repeal the By-law as required under Section 42 (2d) of the Act.
- 24. Financial Year**
- 24.1 The Financial Year for the Strata Company is the period of 12 months ending on 30 November.

Conduct By-Laws

1. Duties of Proprietor, occupiers, etc.

1.1 A proprietor shall:

- 1.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
- 1.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

1.2 A proprietor shall:

- 1.2.1 notify the Strata Company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and
- 1.2.2 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

1.3 A proprietor, occupier or other resident of a lot shall:

- 1.3.1 use and enjoy the common properly in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
- 1.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
- 1.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
- 1.3.4 take all reasonable steps to ensure that his visitors comply with the By-laws of the Strata Company relating to the parking of motor vehicles.

2. Use of Premises

2.1 Subject to this By-law 2 of the Schedule 2 By-laws a proprietor of a residential lot may only use his lot as a residence.

2.2 Notwithstanding the Schedule 2 By-law 2.1 a proprietor of a residential lot may:

- 2.2.1 grant occupancy rights in respect of his lot to residential tenants;
- 2.2.2 conduct business from his lot so long as:
 - 2.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - 2.2.2.2 the conduct of the business from the lot does not breach any local authority By-law or regulation;

- 2.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;
 - 2.2.2.4 the business does not involve the manufacture, storage or vending of goods.
- 2.3 Notwithstanding By-law 2.1 of the Schedule 2 By-laws the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme.
- 2.4 If a proprietor grants occupancy rights in respect of his lot he shall:
 - 2.4.1 promptly provide the council with the full name of each occupier;
 - 2.4.2 give each occupier a copy of the By-laws and the rules (if any) at the commencement of the occupation; and
 - 2.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.
- 3. Repair and Maintenance of Premises**
- 3.1 A proprietor shall at the proprietor's cost:
 - 3.1.1 maintain his premises in a good state of repair and condition;
 - 3.1.2 maintain his premises in a clean condition free from all vermin and insects;
 - 3.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.
- 4. Individual Air Conditioning Systems**
- 4.1 No proprietor shall affix any air conditioning system without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed air conditioning system is or is likely to be either:-
 - 4.1.1 so noisy as to cause a disturbance to adjoining proprietors; or
 - 4.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.
- 4.2 Without prejudice to the generality of By-law 4.1 in the Schedule 2 By-laws in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the Strata Company either:
 - 4.2.1 remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed at the time the air conditioning system was installed; or
 - 4.2.2 subject to complying with By-laws 10 and 4 of the Schedule 1 By-laws replace the air conditioning system.
- 4.3 Should a proprietor:

- 4.3.1 fail to repair and maintain the air conditioning system pursuant to By-law 3 of the Schedule 2 By-laws; or
 - 4.3.2 fail to remove the air conditioning system after receiving written notice from the Strata Company pursuant to By-law 10.3 of the Schedule 1 By-laws,
- then the Strata Company may enter the proprietor's lot or his premises and:
- 4.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or
 - 4.3.4 remove the air conditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the air conditioning system granted pursuant to this By-law 4 of the Schedule 2 By-laws.

5. Behaviour

5.1 A proprietor shall not:

- 5.1.1 use his premises or any part of the common property for any purpose which may be a breach of the By-laws, the regulations or By-laws of the local authority or any other governmental regulation or law;
- 5.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;
- 5.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;
- 5.1.4 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 5.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or By-laws of the local authority or any other governmental regulation or law;
- 5.1.6 permit any child of whom he has control to play upon common property unless accompanied by an adult person exercising effective control;
- 5.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 5.1.8 be inadequately or inappropriately clothed when upon common property;
- 5.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 5.1.10 without the written consent of the Strata Company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;

- 5.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

6. Vehicles

- 6.1 In this By-law "**vehicle**" includes any motor vehicle, motor cycle, moped or motorised buggy or chair.
- 6.2 Neither a proprietor nor a proprietor's invitee shall:
- 6.2.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
 - 6.2.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
 - 6.2.3 use a designated parking bay for any purpose other than parking one motor vehicle;
 - 6.2.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the Strata Company;
 - 6.2.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
 - 6.2.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

7. Proprietor to advise of Defects

- 7.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the Strata Company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.
- 7.2 The Strata Company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.

8. Garbage Disposal

- 8.1 A proprietor shall:
- 8.1.1 maintain on his lot or on such part of the common property as may be designated by the Strata Company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - 8.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
 - 8.1.3 comply with all local authority By-laws, regulations and ordinances relating to the disposal of garbage;
 - 8.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

9. Antenna

All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

10. Pets

In this By-law:

"Building" means the building the subject of the strata plan;

"Excluded Dog" means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1976*;

"Small Dog" means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

10.1 A proprietor or occupier of a Residential Lot may keep, without the consent of the strata company:

- 10.1.1 fish, in an enclosed aquarium;
- 10.1.2 one (1) caged bird;
- 10.1.3 one (1) Small Dog;
- 10.1.4 one (1) cat;

10.2 A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council of the Strata Company before that proprietor or occupier keeps:

- 10.2.1 any other type of animal including a dog which is not a Small Dog;
- 10.2.2 more than (1) dog, cat, caged bird or combination thereof at the same time;

10.3 If a proprietor or occupier of a Residential Lot keeps an animal then the proprietor or occupier:

- 10.3.1 must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's Residential Lot;
- 10.3.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's Residential Lot;

- 10.3.3 must ensure that, when in or on any part of the common property, the animal is at all times held by the proprietor or occupier;
- 10.3.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or in or about the common property for:
- 10.3.4.1 any noise which is disturbing to an extent which is unreasonable;
- 10.3.4.2 for damage to or loss of property or injury to any person caused by the animal; and
- 10.3.4.3 is responsible for cleaning up after the animal has used any part of the common property.
- 10.4 This By-law:
- 10.4.1 applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
- 10.4.2 does not prevent the keeping of a dog used as a guide dog or hearing dog.
- 10.5 Without affecting the Strata Company's rights under the Act, the Strata Company may issue a notice cautioning the proprietor or occupier of a Residential Lot in respect of a breach of any of the provisions of this By-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:
- 10.5.1 any noise which is disturbing to an extent which is unreasonable; or
- 10.5.2 damage to or loss of property or injury to any person.
- 10.6 A further breach under this By-law after a notice has been served on a proprietor or occupier of a Residential Lot under its By-law will entitle the Strata Company to require the immediate removal of the animal from the Building.
- 10.7 The proprietor will:
- 10.7.1 be responsible for the health, hygiene, control and supervision of any animal in his care;
- 10.7.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;
- 10.7.3 not keep any animal on his lot if:
- 10.7.3.1 the keeping of the animal breaches any regulation or By-law of the local authority;
- 10.7.3.2 he has failed to comply with a notice given by the council pursuant to its By-law;
- 10.7.3.3 he has within a twelve (12) month period received three notices issued under its By-law,
- in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

11. Temporary Building

- 11.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the Strata Company.
- 11.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

12. Moving Furniture

Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the Strata Company sufficient notice of his intention to do so.

13. Floor Coverings

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

14. Windows

- 14.1 A proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.
- 14.2 If a proprietor installs curtains then the back of the curtain must be coloured white.

15. Drying

Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the Strata Company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.

16. Storage of inflammable liquids

Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or 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.

17. Floor Loading

Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

18. Use of Car Bays

- 18.1 A proprietor shall not:
- 18.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;

- 18.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

19. Rules

- 19.1 The Strata Company may from time to time make, withdraw or amend rules for the use and management of the common property including but not limited to the management or control of:

- 19.1.1 the affixing of external aerials;
- 19.1.2 visitors' vehicle parking;
- 19.1.3 security;
- 19.1.4 use of stairways and passageways;
- 19.1.5 approval for keeping pets;
- 19.1.6 rubbish collection;
- 19.1.7 advertising and signs;
- 19.1.8 changes relating to the security system and security keys;
- 19.1.9 use of the Facilities.

- 19.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

20. Strata Company to Insure all buildings within the scheme

- 20.1 The Strata Company shall, pursuant to section 55(1)(b) of the Act, Insure and keep insured the buildings (as defined in section 53 of the Act) to the replacement value (as defined in section 53 of the Act) against fire, storm and tempest (excluding damage by sea, floor or erosion) lightning, explosion and earthquake and such other risks as the Strata Company reasonably determines.

21. Insurance Rates

- 21.1 Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the Strata Company or which would be in violation of any law.
- 21.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.

22. Security and Fire Safety

- 22.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety of the building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 22.2 The Strata Company may restrict access to:

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- 22.2.1 the car parking areas by means of a proximity card reader system: and
- 22.2.2 parts of the building by means of a proximity card reader system or security key,
- for the purposes of securing all buildings and the common property from intruders and to preserve the safety of the Building from fire or other hazards.
- 22.3 The Strata Company will provide to each proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a proprietor to operate the security access devices referred to in By-law 22.2 of the Schedule 2 By-laws.
- 22.4 A proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this By-law.
- 22.5 No proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.
- 22.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 22.7 A proprietor or proprietor's invitee shall not:
- 22.7.1 interfere with any safety equipment;
- 22.7.2 obstruct any fire escape or fire stair well; or
- 22.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.
- 23. Facilities**
- 23.1 This By-law regulating the use of the Facilities is in addition to and not substitution of any other By-law or Rule relating to the use and enjoyment of the Facilities.
- 23.2 No child under twelve (12) years of age may enter or remain within the Facilities unless unaccompanied by an adult person.
- 23.3 Neither a Proprietor nor a Proprietor's Invitee may:
- 23.3.1 use any part of the Facilities to the exclusion of any other person entitled to use the Facilities;
- 23.3.2 use any part of the Facilities for any business;
- 23.3.3 enter or remain in the Facilities if under the influence of drugs or alcohol;
- 23.3.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
- 23.3.5 spit or urinate or defecate in the Facilities;
- 23.3.6 enter or remain in the Facilities unless suitably attired;
- 23.3.7 permit any animal to enter the Facilities;
- 23.3.8 leave any rubbish in the Facilities except in a receptacle provided for that purpose;
- 23.3.9 smoke in the enclosed portions of the Facilities;

23.3.10 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Facilities; or

23.3.11 tamper with any equipment in the Facilities.

24. Security Access Devices

24.1 Access Device

The Council will only issue one security access device to a proprietor to enable the proprietor to gain access to the scheme.

24.2 Replacement of Access Device

The Council will only issue replacement security access devices to a proprietor who satisfies the Council that the original security access device issued to the proprietor has been lost or destroyed.

When a replacement security access device is issued the original security access device will be cancelled.

ATTACHMENT

Development Approval Condition

Part 4 – By-laws of Significance

The strata company acknowledges that the following Governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws³: **Not applicable.**

By-law under planning
(scheme by-laws) condition⁴: **Schedule 1 by-laws 22 and 23 (existing)**

Exclusive use by-laws⁵:
(existing and new) **Schedule 1 by-law 10 (existing)**

³ Refer *Strata Titles Act 1985* section 42.

⁴ Refer *Strata Titles Act 1985* section 22.

⁵ Refer *Strata Titles Act 1985* section 43.



Part 5 – Attachments

- ☐ **Consent Statement – Designated Interest⁶ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

⁶ Refer to section 3(1) of the Act for the meaning of designated interest.
Version 2

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

**The Owners of Nicheliving Beckenham Apartments Stage Two,
7 Streatham St Beckenham, Strata Scheme 67751**

MINUTES OF THE ANNUAL GENERAL MEETING

**HELD AT 138 BURSWOOD ROAD, BURSWOOD AND VIA ZOOM ON THURSDAY
23RD JANUARY 2025, COMMENCING AT 4:00 PM**

Present:

Ms L Ayres & Mr P Fredericks	Mr S Springett	Ms N Grogan (Zoom)
Mr A Tie	Mr T Bauchop (Zoom)	Ms P Hannoush (Zoom)
Mr M Charlesworth (Zoom)	Mr I Murfit (Zoom)	Mr M Binkowski (Zoom)
Ms L Berdal	Mr J Kisun (Zoom)	<i>Mr J Quinlan (Zoom)</i>

Proxies:

Mr S McLaren	(Lot 2)	In favour of the Chairperson
Mr S Anketell-Jones	(Lot 9)	In favour of Ms N Grogan
<i>V Savani</i>	<i>(Lot 12)</i>	<i>In favour of the Chairperson</i>
Housing Authority – East Metro Region	(Lot 13)	In favour of the Chairperson
T & A Bauchop Property Pty Ltd	(Lot 18)	Mr T Bauchop
Mr H & Mrs V Classen	(Lot 19)	In favour of the Chairperson
Ms S Robinson	(Lot 21)	In favour of the Chairperson
Mr R Tan & Ms L Ung	(Lot 25)	In favour of the Chairperson
Weaponess Investments Pty Ltd	(Lot 26)	In favour of the Chairperson
Weaponess Investments Pty Ltd	(Lot 27)	In favour of the Chairperson
Mr J & Mrs S Natonton	(Lot 28)	In favour of the Chairperson
Ms M Alesna & Ms A Woroniuk	(Lot 33)	In favour of the Chairperson
Mr M & Mrs A Binkowski	(Lot 38)	In favour of Mr M Binkowski
Mr N Rahardjo	(Lot 45)	In favour of the Chairperson
Housing Authority – East Metro Region	(Lot 48)	In favour of the Chairperson
Ms A Yanuar	(Lot 49)	In favour of the Chairperson
Ms A Davies & Mr J D'Elboux	(Lot 54)	In favour of the Chairperson
Mr J Ray	(Lot 57)	In favour of the Chairperson
<i>Mr M Nancarrow</i>	<i>(Lot 58)</i>	<i>In favour of the Chairperson</i>
Housing Authority	(Lot 60)	In favour of the Chairperson
Mr T Coole & Ms M James	(Lot 62)	In favour of the Chairperson
Mr M Hamkha & Ms N Nasir	(Lot 63)	In favour of the Chairperson
Mr W Sim & Ms G Ang	(Lot 64)	In favour of the Chairperson
Wei Xia & Sook Lee	(Lot 65)	In favour of the Chairperson
Mr A Scampoli	(Lot 66)	In favour of the Chairperson

Apologies:

Mr B Metcalf (Lot 23)

In Attendance:

Mrs Zara Pangler – Representing Richardson Strata Management Services

1 Appointment of Chairman for the Meeting

It was moved by Mr J Kisun and seconded by Ms N Grogan that Ms Zara Pangler be authorised to act as Chairperson of the Strata Company for the purpose of this meeting.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

The Chairperson confirmed that a quorum was present, declared the meeting open at 4.00pm and the following business was conducted.

2 Confirmation of previous Minutes

- (a) It was moved by Mr S Springett and seconded by Mr A Tie that the previously circulated minutes of the Annual General Meeting held on 23 April 2024 be confirmed as a true record of those proceedings.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

- (b) There were no matters arising not otherwise provided for by this agenda.

GENERAL BUSINESS

3 Consideration of Statement of Accounts

It was moved by Mr S Springett and seconded by Ms L Ayres that the Statement of Accounts for the period 1 December 2023 to 30 November 2024 showing an amount of \$334,464.88 net owners' funds be adopted as presented.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

4 Insurance

It was moved by Mr S Springett and seconded by Mr T Bauchop that:

- (a) Copies of the current certificates and schedules for the insurance required under section 127 (3) (c) of the Act and managers disclosures, as tabled, be received and incorporated into the records of the Strata Company.
- (b) The Lync Insurance Brokers Financial Services Guides and Strata Community Insurance Product Disclosure Statements as tabled be received and incorporated into the records of the Strata Company.
- (c) The Council be directed to renew the insurance policy prior to its expiry date in such sum as are suggested by the insurer or as are recommended by qualified professional advisors.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

5 Insurance Valuation – within last 12 months

The motion was not put due to lack of support

A valuation to be considered once the flooring works have been completed.

The motion was **LOST**.

6 Constitution of the Council

- (a) It was moved by Mr S Springett and seconded by Mr A Tie that the Council of the Strata Company consist of five (5) proprietors.
- (b) The Chairperson called for nominations and the following were received:

Mr S Springett

Mr A Tie

Mr I Murfit

Mr M Charlesworth

VACANT

- (c) The Chairperson declared the above as the duly elected members of the Council of the Strata Company.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

7 10 Year Plan – Acknowledge Year Four

It was moved by Mr S Springett and seconded by Mr M Binkowski that the Strata Company acknowledge receipt of 10-year plan as required by the Act and the attached schedule of works be incorporated into the budget adopted by this meeting.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

8 Strata Company GST Registration

It was moved by Mr S Springett and seconded by Mr T Bauchop that the Strata Company acknowledge that it is a requirement to register for GST as the income of the Strata Company exceeds the \$150,000.00 threshold determined by the ATO. (Please note this may affect the amounts of the levies, further information will be provided.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

9 Costs Recovery By-Law

It was moved by Mr S Springett and seconded by Mr I Murfit that the Strata Company by resolution without dissent resolves to add the following Governance By-law to Schedule 1 of its scheme By-laws (By-law numbering subject to By-law consolidation).

1. Costs recovery

1. For the purposes of these By-laws:

1. **Costs** include, without limitation:

- a. the Strata Company Manager's costs;
- b. debt recovery costs;
- c. legal costs and disbursements on a solicitor and own client indemnity basis;
- d. costs of any consultants and experts; and

- e. costs of any employees of and contractors to the Strata Company preparing for or being involved in the Legal Proceedings.
- 2. **Legal Proceedings** include, without limitation:
 - 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 (**SAT**), a tribunal or any court;
 - b. an application to a court, or any other tribunal:
 - ☐ to recover any amount of money owing to the Strata Company by a Proprietor; or
 - d. for any other matter;
 - 3. an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
 - 4. an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 2. A Proprietor will indemnify the Strata Company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these By-laws or the Act by the Proprietor or any of the occupiers of the Proprietor's lot.
- 3. Without limiting By-law 1.2, a Proprietor will pay on demand the whole of the Strata Company's Costs incurred in relation to any or all of the following:
 - 1. recovering outstanding contributions levied by the Strata Company on that Proprietor pursuant to either or both section 43 or 100 of the Act;
 - 2. recovering any outstanding amounts otherwise owing from the Proprietor to the Strata Company under either or both the Act or these By-laws;
 - 3. making good any damage to the Common Property or personal property of the Strata Company caused by:
 - a. the Proprietor or an occupier of the Proprietor's lot;
 - b. any Proprietor's Invitee; or
 - c. an invitee of the occupier of the Proprietor's lot;
 - 4. remedying a breach of the By-laws or the Act committed by:
 - a. the Proprietor; or
 - b. an occupier of the Proprietor's lot;

5. rectifying any unauthorised works on Common Property undertaken as a result of an instruction or action of the Proprietor or occupier of the Proprietor's lot;
6. all Legal Proceedings taken by the Strata Company against the Proprietor or an occupier of the Proprietor's lot;
7. all Legal Proceedings taken by the Proprietor against the Strata Company or in which the Strata Company becomes involved and the Proprietor is not successful or is only partly successful in those Legal Proceedings; and
8. all Legal Proceedings taken by:
 - a. an occupier of the Proprietor's lot; or
 - b. a mortgagee of the Proprietor's lot,

Against the Strata Company or in which the Strata Company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.

1. The Council is empowered:
 1. to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
 2. raise the amount of the Costs by levying a contribution for those Costs solely on that Proprietor referred to in By-law 1.3 in accordance with section 100(1)(c)(ii) of the Act.
2. The Costs are also recoverable by the Strata Company against the Proprietor as a liquidated debt and the Strata Company may take action for the recovery of those amounts in any court of competent jurisdiction.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 22, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: Nil

Lots abstain: Nil

The motion was **CARRIED**.

10 Use of Premises – By Law

It was moved by Mr S Springett and seconded by Mr I Murfit that The Strata Company by special resolution resolves to amend Schedule 2 By-law 2 of its scheme By-laws to read as follows:

2. Use of Premises

1. Subject to this By-law 2 of the Schedule 2 By-laws a Proprietor of a residential lot must only use his lot as a residence.
2. Notwithstanding the Schedule 2 By-law 2.1 a Proprietor of a residential lot may:

1. grant occupancy rights in respect of his lot to residential tenants;
2. conduct business from his lot so long as:
 1. the Proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
 2. the conduct of the business from the lot does not breach any Local Authority By-law or regulation;
 3. the conduct of the business does not cause any inconvenience to the proprietors of other lots;
 4. the business does not involve the manufacture, storage or vending of goods.
3. Notwithstanding By-law 2.1 of the Schedule 2 By-laws the Original Proprietor may use any lot owned by the Original Proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the Scheme.
4. If a Proprietor grants occupancy rights in respect of his lot he shall:
 1. promptly provide the Council with the full name of each occupier;
 2. give each occupier a copy of the By-laws and the Rules (if any) prior to the commencement of the occupation of the lot;
 3. procure that the occupancy agreement contains a provision to the effect that the occupier has been provided with, and must comply with the By-laws and the Rules and that any breach thereof will constitute a breach of the occupancy agreement, which will entitle the Proprietor to terminate the occupancy agreement with the occupier; and
 4. ensure that the number of occupants in his lot is not:
 1. more than two residents for a one-bedroom apartment on a Lot; or
 2. More than four residents for a two-bedroom apartment on a Lot.
5. Subject to sub by-law 2.6, this by-law 2 will be enforceable against new and existing Proprietors and occupiers at the date that this by-law is registered on the strata plan.
6. Sub by-law 2.4.4 will be enforceable against Proprietors and occupiers:
 1. from the date any new Proprietors or occupiers commence residing in a lot, purchase a lot, commence a new tenancy or extend an existing tenancy of a lot after the date this by-law is registered on the strata plan;
 2. for occupiers of a lot pursuant to an existing tenancy agreement, this by-law will be enforced from the date of expiry of the current term of the tenancy agreement (being no later than 12 months from the date that this by-law is registered on the strata plan); and
 3. for any existing Proprietors that occupy their lot, on the date being no later than 12 months from the date that this by-law is registered on the strata plan.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 19, 21, 25, 26, 27, 28, 33, 36, 40, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: 18, 22, 38

Lots abstain: 31, 44

The motion was **CARRIED**.

11 Consolidation of By-Laws

It was moved by Mr S Springett and seconded by Mr I Murfit that the Council be directed to arrange for the preparation of a set of consolidated by-laws at a cost not to exceed \$7,000.00 exclusive of GST with expenditure paid from the Administrative fund.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: 22

Lots abstain: Nil

The motion was **CARRIED**.

12 Budget of Estimated Expenditure – Administrative Fund

It was moved by Mr S Springett and seconded by Mr J Kisun that the Budget of Estimated Expenditure from the Administrative Fund for the period 1 December 2024 to 30 November 2025 amounting to \$235,274.80 be adopted as presented.

Lots in favour: 2, 4, 8, 9, 13, 14, 15, 18, 19, 21, 25, 26, 27, 28, 31, 33, 36, 38, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: 22

Lots abstain: Nil

The motion was **CARRIED**.

*** Mr T Bauchop left the meeting at 05:07 PM*

13 Budget of Estimated Expenditure – Reserve Fund

It was moved by Mr S Springett and seconded by Ms L Ayres that the Budget of Estimated Expenditure from the Reserve Fund for the period 1 December 2024 to 30 November 2025 amounting to \$166,000.00 be adopted as presented.

Lots in favour: 2, 4, 8, 13, 14, 15, 19, 21, 25, 26, 27, 28, 31, 33, 36, 40, 44, 45, 48, 49, 54, 57, 60, 62, 63, 64, 65, 66.

Lots against: 22

Lots abstain: 9, 38

The motion was **CARRIED**.

14 Determination of Levies – Administrative Fund

It was moved by Mr S Springett and seconded by Mr M Binkowski that the Levy of Contributions in the financial year to raise a total of \$114,200.00 on proprietors for the Administrative Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below:

\$2.855 per unit entitlement 1st December, 2024

consideration but the earlier the AGM the more financial year of the levied that can be captured as a true record for the financial year.

Fire Contract

Ms P Hannoush raised an issue with the fire contractor and fire extinguishers missing throughout the complex. It was advised in the meeting that the fire contract was just recently changed. Additionally, Extinguisher near Unit 113 is missing and needs to be replaced.

Vote of Thanks

The meeting expressed their gratitude to the previous Council of Owners for all the hard work they have put in over the previous year.

Defects

Richardson Strata Management Services updated the Owners on a potential defect lodgement through QBE Nicheliving as they are now no longer operational. The Council of Owners and Strata Manager was through the common property along with a spreadsheet of the issues and will see how we go with a claim. There is a high chance nothing will be claimable as it didn't look like the builder took our insurance while the building was being built but will keep the Council of Owners updated. Richardson Strata Management Services to respond to lot 9 email and upload defects with the spreadsheet and send through an insurance claim form.

17 Closure

There being no further business the Chairman declared the meeting closed at 5:50 pm.

Chairperson

Date

Income & Expenditure Summary

Financial Period
01/12/2024 - 30/06/2025

67751 7 Streatham Street BECKENHAM

Administrative Fund

	Actual 01/12/24 - 30/06/25	Budget 01/12/24 - 30/11/25	Actual 01/12/23 - 30/11/24
Income			
Debt Collection Recoveries			
Debt Collection Recoveries	\$393.00	\$0.00	\$1,452.00
Legal Fees	\$1,737.65	\$0.00	\$1,245.66
Expenses Recoveries			
Owner Expense Recoveries	\$1,127.27	\$0.00	\$721.70
Interest			
Interest On Levy Arrears	\$181.76	\$0.00	\$794.88
Interest On Bank Deposits	\$0.00	\$0.00	\$6,118.75
Interest On Bank Deposits (Owner of Nicheliving Beckenham SS 67751 Admin Fund)	\$2,373.69	\$0.00	\$1,197.28
Levy Income			
Levies Due	\$85,650.75	\$114,200.00	\$114,201.00
Other Income			
Security Remote / Tag Purchase	\$521.81	\$0.00	\$1,400.00
Supply Copies Of Strata Information	\$0.00	\$0.00	\$55.00
Status Certificate Fees*	\$1,934.55	\$0.00	\$5,320.00
Electricity WA Govt Rebate	\$0.00	\$0.00	\$362.50
Other Income (Owner of Nicheliving Beckenham SS 67751 Admin Fund)	\$0.00	\$0.00	\$1,158.90
Total Income	\$93,920.48	\$114,200.00	\$134,027.67
Expenses			
Accounting, Taxation & Banking			
Accounting	\$200.00	\$200.00	\$200.00
GST Balancing - Adjust To Register	\$0.00	\$0.00	\$9,902.97
BAS / GST Preparation	\$100.00	\$0.00	\$0.00
Income Tax	\$1,568.40	\$0.00	\$0.00
Building Administration			
Retrieval & Storage	\$84.00	\$158.40	\$144.00
Management Fees - Standard	\$10,168.76	\$19,181.40	\$16,774.32
Management Fees - Non Standard	\$758.64	\$700.00	\$795.00
Meeting Fee	\$470.00	\$850.00	\$675.00
Postage & Petties	\$189.69	\$450.00	\$474.76
Debt Collection	\$390.00	\$0.00	\$1,317.00
Portal Access	\$300.00	\$330.00	\$300.00
Creditor Compliance	\$300.00	\$300.00	\$300.00
Key Register	\$50.00	\$50.00	\$50.00
Supply Of Information	\$0.00	\$0.00	\$50.00
Cleaning			
Cleaning/Gardening Contract	\$8,768.32	\$28,000.00	\$20,280.00
Electrical			
Electrical - General	\$268.00	\$2,500.00	\$230.00

Report Date: 30th June 2025

Income & Expenditure Summary

Financial Period
01/12/2024 - 30/06/2025

67751

7 Streatham Street BECKENHAM

Administrative Fund

	Actual 01/12/24 - 30/06/25	Budget 01/12/24 - 30/11/25	Actual 01/12/23 - 30/11/24
Fire Control Contract			
Fire Protection Contract	\$2,361.50	\$2,200.00	\$2,533.69
Fire Protection - Additional Works	\$0.00	\$1,800.00	\$250.00
Insurance			
Premiums	\$0.00	\$26,000.00	\$21,262.62
Stamp Duty	\$0.00	\$2,500.00	\$2,276.12
Valuation	\$0.00	\$1,800.00	\$0.00
Legal & Professional Services			
Legal Fees	\$0.00	\$0.00	\$1,132.42
Legal/Debt Recovery	\$1,737.65	\$0.00	\$0.00
Consolidation Of By-Laws	\$1,280.30	\$7,000.00	\$0.00
Maintenance & Repairs			
General Repairs	\$17,787.20	\$8,500.00	\$13,075.45
Owners Expense	\$1,000.00	\$0.00	\$656.09
Gutters & Downpipes	\$0.00	\$500.00	\$0.00
Water Meters	\$0.00	\$2,400.00	\$0.00
Pest Control			
Pest Control*	\$1,110.00	\$3,800.00	\$1,854.55
Plumbing			
Plumbing & Drainage	\$2,709.46	\$2,800.00	\$290.00
Security & Intercom			
Security Maintenance & Repairs	\$2,183.18	\$5,000.00	\$4,738.64
Electricity			
Electricity*	\$3,443.47	\$8,200.00	\$6,964.78
Water			
Water Consumption*	\$6,292.80	\$0.00	\$32.27
Miscellaneous			
Status Certificate Fees Paid	\$1,960.00	\$0.00	\$5,320.00
Transfer To Reserve Fund	\$0.00	\$110,000.00	\$0.00
Total Expenses	\$65,481.37	\$235,219.80	\$111,879.68
Surplus / Deficit	\$28,439.11	(\$121,019.80)	\$22,147.99
Opening Administrative Balance	\$160,682.08	\$160,682.08	\$138,534.09
Administrative Fund Balance	\$189,121.19	\$39,662.28	\$160,682.08

Report Date: 30th June 2025

Income & Expenditure Summary

Financial Period
01/12/2024 - 30/06/2025

67751
7 Streatham Street BECKENHAM
Reserve Fund

	Actual 01/12/24 - 30/06/25	Budget 01/12/24 - 30/11/25	Actual 01/12/23 - 30/11/24
Income			
Interest			
Interest On Levy Arrears	\$114.13	\$0.00	\$343.02
Interest On Bank Deposits (Owner of Nicheliving Beckenham SS 67751 Reserve Fund)	\$2,373.69	\$0.00	\$2,356.18
Levy Income			
Levies Due	\$57,000.00	\$76,000.00	\$69,058.30
Other Income			
Transfer From Admin	\$0.00	\$110,000.00	\$0.00
Total Income	\$59,487.82	\$186,000.00	\$71,757.50
Expenses			
Accounting, Taxation & Banking			
GST Balancing - Adjust To Register	\$0.00	\$0.00	\$354.50
Electrical			
External Lighting	\$0.00	\$3,000.00	\$0.00
Fire Control			
Fire System Repairs & Maintenance	\$0.00	\$5,000.00	\$3,545.00
Maintenance & Repairs			
Painting Ground Floor Walkways	\$0.00	\$150,000.00	\$0.00
Line Marking & Signage	\$0.00	\$8,000.00	\$0.00
Total Expenses	\$0.00	\$166,000.00	\$3,899.50
Surplus / Deficit	\$59,487.82	\$20,000.00	\$67,858.00
Opening Reserve Balance	\$173,782.80	\$173,782.80	\$105,924.80
Reserve Fund Balance	\$233,270.62	\$193,782.80	\$173,782.80

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7 Streatham Street BECKENHAM

ADMINISTRATIVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
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Debt Collection Recoveries

16/12/24	lot 20		lot 20-Debt Recovery Stage 2 - Levy Notice	\$33.00	\$33.00
15/01/25	lot 55		lot 55-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$63.00
15/01/25	lot 12		lot 12-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$93.00
17/02/25	lot 12		lot 12-Debt Recovery Stage 3 - Levy Notice	\$60.00	\$153.00
17/03/25	lot 11		lot 11-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$183.00
17/03/25	lot 12		lot 12-Debt Recovery Stage 4 - Levy Notice	\$90.00	\$273.00
15/04/25	lot 29		lot 29-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$303.00
15/04/25	lot 62		lot 62-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$333.00
15/04/25	lot 55		lot 55-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$363.00
15/04/25	lot 16		lot 16-Debt Recovery Stage 2 - Levy Notice	\$30.00	\$393.00
Total Debt Collection Recoveries				\$393.00	

Interest On Levy Arrears

24/12/24	lot 24		lot 24-BPay Payment: DEFT Bpay 0000011212	\$28.05	\$28.05
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$2.34	\$30.39
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$40.94	\$71.33
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$28.46	\$99.79
22/01/25	lot 55		lot 55-BPay Payment: DEFT Bpay 0000011243	\$7.11	\$106.90
29/01/25	lot 47		lot 47-BPay Payment: DEFT Bpay 0000011235	\$5.95	\$112.85
29/01/25	lot 47		lot 47-BPay Payment: DEFT Bpay 0000011235	\$7.84	\$120.69
31/03/25	lot 12		lot 12-BPay Payment: DEFT Bpay 0000011200	\$4.16	\$124.85
31/03/25	lot 12		lot 12-BPay Payment: DEFT Bpay 0000011200	\$7.42	\$132.27
14/04/25	lot 24		lot 24-DEFT I/CCd: DEFT I/Tfr 0000011212	\$15.30	\$147.57
22/04/25	lot 62		lot 62-BPay Payment: DEFT Bpay 0000011250	\$6.98	\$154.55
28/04/25	lot 24		lot 24-DEFT I/CCd: DEFT I/Tfr 0000011212	\$1.72	\$156.27
16/05/25	lot 12		lot 12-BPay Payment: DEFT Bpay 0000011200	\$8.69	\$164.96
19/05/25	lot 24		lot 24-DEFT I/CCd: DEFT I/Tfr 0000011212	\$6.20	\$171.16
20/06/25	lot 29		lot 29-BPay Payment: DEFT Bpay 0000011217	\$10.60	\$181.76
Total Interest On Levy Arrears				\$181.76	

Legal Fees

17/01/25	lot 58		lot 58-Legal Fees Incl GST - On Charged	\$228.56	\$228.56
17/01/25	lot 24		lot 24-Legal Fees Incl GST - On Charged	\$50.00	\$278.56
11/02/25	lot 58		lot 58-Legal Fees Incl GST - On Charged	\$50.00	\$328.56
25/02/25	lot 58		lot 58-Legal Fees Incl GST - On Charged	\$868.18	\$1,196.74
04/03/25	lot 58		lot 58-Legal Fees Incl GST - On Charged	\$100.00	\$1,296.74
02/04/25	lot 58		lot 58-Legal Fees Incl GST - On Charged -	\$340.91	\$1,637.65
22/04/25	lot 58		lot 58-Legal Fees Incl GST - On Charged -	\$75.00	\$1,712.65
06/05/25	lot 58		lot 58-Legal Fees Incl GST - On Charged	\$25.00	\$1,737.65
Total Legal Fees				\$1,737.65	

Owner Expense Recoveries

12/02/25	lot 56		lot 56-Owner recovery Inc GST - Tree and s	\$600.00	\$600.00
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12/02/25 lot 17	lot 17-Owner recovery Inc GST - Jim's Tree	\$400.00	\$1,000.00
07/04/25 lot 18	lot 18-Owner recovery Inc GST - 1x remote	\$127.27	\$1,127.27
	Total Owner Expense Recoveries	\$1,127.27	

Security Remote / Tag Purchase

20/01/25 lot 44	lot 44-Security Fob/Key - 1x Remote	\$140.00	\$140.00
01/05/25 lot 64	lot 64-Security Fob/Key	\$127.27	\$267.27
06/05/25 lot 64	lot 64-Security Fob/Key - 1x remote	\$127.27	\$394.54
30/05/25 lot 57	lot 57-Security Fob/Key - 1x remote	\$127.27	\$521.81
	Total Security Remote / Tag Purchase	\$521.81	

Status Certificate Fees*

07/01/25	Department of Communities - Housing Authority Division	Deposit: VPEFT000033342 Housing	\$254.55	\$254.55
09/01/25	Fazzini Lawyers	Deposit: E4195/3420/110L63 FAZZINI	\$280.00	\$534.55
09/01/25	Department of Housing Conveyancing & Legal Services	Deposit: VPEFT000033457 Housing	\$280.00	\$814.55
19/02/25	Landmark Settlements	Deposit: JELINA HOLDINGS PTY LTD A.	\$280.00	\$1,094.55
17/04/25	Department of Housing Conveyancing & Legal Services	Deposit: VPEFT000041209 Housing	\$280.00	\$1,374.55
19/05/25	Anjia Settlements	Deposit: LING JIN 7 STREATHAM	\$280.00	\$1,654.55
06/06/25		Deposit: SUSSEX LEGAL PTY LTD SEC11	\$280.00	\$1,934.55
		Total Status Certificate Fees*	\$1,934.55	

Total Administrative Other Income \$5,896.04

ADMINISTRATIVE FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Accounting					
28/04/25	337799	Strata Tax Compliance Pty Ltd	2024 Tax Return	\$100.00	\$100.00
28/04/25	337801	Richardson Strata Management	Assisting Accountant with 2024 Tax Return	\$100.00	\$200.00
			Total Accounting	\$200.00	

BAS / GST Preparation

23/04/25	337478	Richardson Strata Management	BAS Jan-Mar 2025	\$100.00	\$100.00
			Total BAS / GST Preparation	\$100.00	

Cleaning/Gardening Contract

17/12/24	323480	CleanEssence	Common are cleaning and gardening - Dec 24	\$1,690.00	\$1,690.00
20/01/25	326524	CleanEssence	Common area cleaning & gardening service - 01/01/25 to 15/01/25	\$845.00	\$2,535.00
19/03/25	333890	Bedrock Property Solutions	Monthly fee - Feb 25	\$1,791.66	\$4,326.66
19/03/25	333890	Bedrock Property Solutions	Admin one off set-up fee as agreed	\$500.00	\$4,826.66
19/03/25	333891	Bedrock Property Solutions	Monthly fee - Mar 25	\$1,791.66	\$6,618.32

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09/06/25	343332	Cleanbright Commercial Cleaning	General cleaning, carpark cleaning, grounds maintenance & bin room management - May 25	\$2,150.00	\$8,768.32
Total Cleaning/Gardening Contract				\$8,768.32	

Consolidation Of By-Laws

03/02/25	328142	Lavan Legal	Professional Fee: Re: Drafting of By-laws - 31/01/25	\$650.00	\$650.00
19/03/25	333804	Lavan Legal	Professional fees - 19/03/25	\$400.00	\$1,050.00
10/04/25	336521	Lavan Legal	Professional fee - 09/04/25	\$210.30	\$1,260.30
10/04/25	336521	Lavan Legal	Disbursement - 09/04/25	\$20.00	\$1,280.30
Total Consolidation Of By-Laws				\$1,280.30	

Creditor Compliance

02/12/24	321246	Richardson Strata Management		\$300.00	\$300.00
Total Creditor Compliance				\$300.00	

Debt Collection

19/12/24	323846	Richardson Strata Management	Levy Notice on 16/12/2024	\$30.00	\$30.00
22/01/25	326883	Richardson Strata Management	Levy Notice on 15/01/2025	\$30.00	\$60.00
22/01/25	326883	Richardson Strata Management	Levy Notice on 15/01/2025	\$30.00	\$90.00
26/02/25	330964	Richardson Strata Management	Levy Notice on 17/02/2025	\$60.00	\$150.00
26/03/25	334481	Richardson Strata Management	Levy Notice on 17/03/2025	\$30.00	\$180.00
26/03/25	334481	Richardson Strata Management	Levy Notice on 17/03/2025	\$90.00	\$270.00
23/04/25	337478	Richardson Strata Management	Levy Notice on 15/04/2025	\$30.00	\$300.00
23/04/25	337478	Richardson Strata Management	Levy Notice on 15/04/2025	\$30.00	\$330.00
23/04/25	337478	Richardson Strata Management	Levy Notice on 15/04/2025	\$30.00	\$360.00
23/04/25	337478	Richardson Strata Management	Levy Notice on 15/04/2025	\$30.00	\$390.00
Total Debt Collection				\$390.00	

Electrical - General

04/06/25	342758	R&J Hunter Electrics	Replace the sensor, repair the light and replaced 2 x tubes - 30/05/25	\$268.00	\$268.00
Total Electrical - General				\$268.00	

Electricity*

11/12/24	322772	Synergy	Electricity charges from 12/11/24 to 09/12/24	\$148.11	\$148.11
16/01/25	326198	Synergy	Electricity charges from 10/12/24 to 13/01/25	\$584.07	\$732.18
12/02/25	329406	Synergy	Electricity charges from 14/01/25 to 10/02/25	\$474.02	\$1,206.20
12/03/25	333145	Synergy	Electricity charges from 11/02/25 to 10/03/25	\$490.01	\$1,696.21
09/04/25	336354	Synergy	Electricity charges from 11/03/25 to 07/04/25	\$514.42	\$2,210.63
14/05/25	340117	Synergy	Electricity charges from 08/04/25 to 12/05/25	\$673.82	\$2,884.45
13/06/25	343525	Synergy	Electricity charges from 13/05/25 to 09/06/25	\$559.02	\$3,443.47
Total Electricity*				\$3,443.47	

Fire Protection Contract

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04/02/25	328670	Crucial Fire Protection	Preventative fire services - Feb 25 to Apr 25	\$470.50	\$470.50
28/04/25	337926	Crucial Fire Protection	6 Monthly portable fire equipment testing - 24/04/25	\$1,420.50	\$1,891.00
02/05/25	339078	Crucial Fire Protection	Preventative fire equipment maintenance - May to Jul 25	\$470.50	\$2,361.50
Total Fire Protection Contract				\$2,361.50	

General Repairs

03/12/24	321618	Banhams WA Pty Ltd	U 1 Investigate water damage - 02/12/24	\$180.00	\$180.00
11/12/24	322760	Image Extra	Install 2x4m speed humps - 10/12/24	\$1,404.00	\$1,584.00
26/12/24	324423	Premier Services Australia	U 1 Investigate water damage - 05/12/24	\$220.00	\$1,804.00
08/01/25	Refund	Banhams WA Pty Ltd	Deposit: Banhams WA PO# 321618	-\$180.00	\$1,624.00
27/01/25	327276	REVA Commercial Pty Ltd	Request for Urgent attendance to make safe on collapsed eaves - 15/01/25	\$810.00	\$2,434.00
09/04/25	336327	Prompt Glass	Glazier replace glass pane in door - 31/03/25	\$1,551.45	\$3,985.45
28/04/25	337965	Guardian Tactile Systems Pty Ltd	50% Deposit for stair noise work - 24/04/25	\$8,424.75	\$12,410.20
28/05/25	341716	Premier Services Australia	U 211 - carport roof leak repairs - 26/05/25	\$195.00	\$12,605.20
30/05/25	341901	Premier Services Australia	U 119 - Investigate reported roof leak in the lounge room - 29/05/25	\$385.00	\$12,990.20
08/06/25	343119	Premier Services Australia	Attend site and rectify the broken gutter, Roof Inspection - 06/06/25	\$300.00	\$13,290.20
17/06/25	344210	JTM Fencing & Gates WA	Install 1 x 900mm (w) x 2.1m (h) Garrison panel to LHS, 1 x 2.250m (w) x 2.1m (h) of Garrison panel to RHS and 1 x 1.3 (h) x 2.5m (w) Garrison on top of brick wall to same height - 13/06/25	\$2,095.00	\$15,385.20
18/06/25	344450	Marshall Beattie Automation	AIRKEY 433MHz Remote - AK4 - 4 ButtonTransmitter - Series 4	\$745.00	\$16,130.20
20/06/25	344779	Premier Services Australia	Remove debris and install a bracket to one of the pipes - 19/06/25	\$685.00	\$16,815.20
23/06/25	344919	Premier Services Australia	U-211 Attend to Resealed flashing to roof and underside of roof line - 20/06,21/06 & 23/06/25	\$972.00	\$17,787.20
Total General Repairs				\$17,787.20	

Income Tax

29/04/25	338147	Australian Tax Office	Income Tax - 29/04/25	\$1,568.40	\$1,568.40
Total Income Tax				\$1,568.40	

Key Register

02/12/24	321246	Richardson Strata Management		\$50.00	\$50.00
Total Key Register				\$50.00	

Legal/Debt Recovery

15/01/25	326121	GV Lawyers	L 58 Professional fees - 19/12/24, 23/12/24 & 06/0/25	\$228.56	\$228.56
15/01/25	326126	GV Lawyers	L 24 Professional fees - 06/01/25	\$50.00	\$278.56
31/01/25	327914	GV Lawyers	L 58 - Professional fees - 30/01/25	\$50.00	\$328.56
14/02/25	329977	GV Lawyers	L 58 Professional fees - 05/02/25	\$868.18	\$1,196.74
03/03/25	331546	GV Lawyers	Lot 58 Professional fees - 17/02/24 & 24/02/25	\$100.00	\$1,296.74
01/04/25	335316	GV Lawyers	Lot 58 Professional fees - 05/03/25	\$340.91	\$1,637.65

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15/04/25	337037	GV Lawyers	Lot 58 Professional fees - 19/03/25	\$75.00	\$1,712.65
02/05/25	338994	GV Lawyers	L 58 Professional fees - 30/04/25	\$25.00	\$1,737.65
Total Legal/Debt Recovery				\$1,737.65	

Management Fees - Non Standard

10/12/24	322459	Richardson Strata Management	Site Visit 18.11.24 - 1.5 hours	\$180.00	\$180.00
10/12/24	322459	Richardson Strata Management	Travel for Site Visit 18.11.24 - 0.75 hour	\$90.00	\$270.00
10/12/24	322459	Richardson Strata Management	Work orders / Quotes f/n 29.11.24	\$10.00	\$280.00
10/12/24	322459	Richardson Strata Management	Flyers f/n 29.11.24	\$30.00	\$310.00
10/12/24	322459	Richardson Strata Management	Breaches f/n 29.11.24	\$30.00	\$340.00
29/01/25	327556	Richardson Strata Management	Work orders / Quotes f/n 24.01.25	\$10.00	\$350.00
29/01/25	327556	Richardson Strata Management	A/H Pager 24.01.25 - U22 no power	\$50.00	\$400.00
14/02/25	329706	Richardson Strata Management	Work orders / Quotes f/n 07.02.25	\$10.00	\$410.00
23/04/25	337478	Richardson Strata Management	Work orders / Quotes f/n 04.04.25	\$20.00	\$430.00
23/04/25	337478	Richardson Strata Management	A/H Pager 03.04.25 - U6 tenant having issues with hot water system since water was shut off.	\$50.00	\$480.00
23/04/25	337478	Richardson Strata Management	A/H Pager 05.04.25 - U24 owner advised no power and needing access to MDF box	\$50.00	\$530.00
23/04/25	337478	Richardson Strata Management	S/Plan & By-laws	\$80.00	\$610.00
23/04/25	337478	Richardson Strata Management	Work orders/quotes fn 18.04.25	\$20.00	\$630.00
07/05/25	339523	Richardson Strata Management	Work orders / Quotes f/n 02.05.25	\$20.00	\$650.00
07/05/25	339523	Richardson Strata Management	Flyers f/n 02.05.25	\$30.00	\$680.00
07/05/25	339523	Richardson Strata Management	Courier 01.04.25	\$18.64	\$698.64
21/05/25	340935	Richardson Strata Management	Work orders / Quotes f/n 16.05.25	\$10.00	\$708.64
16/06/25	343643	Richardson Strata Management	Work orders / Quotes f/n 30.05.25	\$40.00	\$748.64
19/06/25	344314	Richardson Strata Management	Work orders / Quotes f/n 13.06.25	\$10.00	\$758.64
Total Management Fees - Non Standard				\$758.64	

Management Fees - Standard

02/12/24	321246	Richardson Strata Management		\$1,452.68	\$1,452.68
02/01/25	324840	Richardson Strata Management		\$1,452.68	\$2,905.36
04/02/25	328416	Richardson Strata Management		\$1,452.68	\$4,358.04
04/03/25	331876	Richardson Strata Management		\$1,452.68	\$5,810.72
07/04/25	335824	Richardson Strata Management		\$1,452.68	\$7,263.40
02/05/25	338740	Richardson Strata Management		\$1,452.68	\$8,716.08
03/06/25	342149	Richardson Strata Management		\$1,452.68	\$10,168.76
Total Management Fees - Standard				\$10,168.76	

Meeting Fee

19/12/24	323846	Richardson Strata Management	COM Minutes 11.12.24	\$120.00	\$120.00
29/01/25	327556	Richardson Strata Management	AGM 23.01.25 - 2 hours	\$350.00	\$470.00
Total Meeting Fee				\$470.00	

Owners Expense

17/01/25	326427	Jims Trees Wembley Downs	Removal of jacaranda tree - 09/01/25	\$600.00	\$600.00
17/01/25	326428	Jims Trees Wembley Downs	Reduce sum tree to fence weight - 09/01/25	\$400.00	\$1,000.00
Total Owners Expense				\$1,000.00	

Pest Control*

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31/01/25	327842	Cottesloe Pest Control	Pest control treatment - 30/01/25	\$1,110.00	\$1,110.00
Total Pest Control*				\$1,110.00	

Plumbing & Drainage

05/02/25	328878	MI Plumbers	Water meter 4G upgrade & investigate metres not working - 31/01/25	\$1,891.71	\$1,891.71
06/03/25	332420	Steineck Plumbing	Annual backflow test - 06/03/25	\$340.00	\$2,231.71
16/05/25	340478	MI Plumbers	Attend to water readings system due to incomplete reads - 15/05/25	\$477.75	\$2,709.46
Total Plumbing & Drainage				\$2,709.46	

Portal Access

02/12/24	321246	Richardson Strata Management		\$300.00	\$300.00
Total Portal Access				\$300.00	

Postage & Petties

02/12/24	321513	Richardson Strata Management	Bing post	\$5.25	\$5.25
16/12/24	323364	Richardson Strata Management	Bing post	\$29.25	\$34.50
02/01/25	325069	Richardson Strata Management	Bing Post	\$1.75	\$36.25
16/01/25	326333	Richardson Strata Management	Bing post	\$5.29	\$41.54
03/02/25	328043	Richardson Strata Management	Bing Post	\$11.70	\$53.24
17/02/25	330164	Richardson Strata Management	Bing post	\$31.00	\$84.24
04/03/25	332169	Richardson Strata Management	Bing post	\$5.25	\$89.49
17/03/25	333459	Richardson Strata Management	Bing Post	\$1.75	\$91.24
31/03/25	335002	Richardson Strata Management	Colour copies Mar25	\$46.00	\$137.24
31/03/25	335002	Richardson Strata Management	B&W Copies Mar25	\$13.80	\$151.04
01/04/25	335218	Richardson Strata Management	Bing Post	\$3.50	\$154.54
15/04/25	336930	Richardson Strata Management	Bing Post	\$2.15	\$156.69
01/05/25	338513	Richardson Strata Management	Bing post	\$3.55	\$160.24
15/05/25	340321	Richardson Strata Management	Bing Post	\$29.45	\$189.69
Total Postage & Petties				\$189.69	

Retrieval & Storage

02/12/24	321246	Richardson Strata Management		\$12.00	\$12.00
02/01/25	324840	Richardson Strata Management		\$12.00	\$24.00
04/02/25	328416	Richardson Strata Management		\$12.00	\$36.00
04/03/25	331876	Richardson Strata Management		\$12.00	\$48.00
07/04/25	335824	Richardson Strata Management		\$12.00	\$60.00
02/05/25	338740	Richardson Strata Management		\$12.00	\$72.00
03/06/25	342149	Richardson Strata Management		\$12.00	\$84.00
Total Retrieval & Storage				\$84.00	

Security Maintenance & Repairs

05/12/24	322045	High Access Security	Adjust door closures to allow doors to correctly latch and not slam - 07/11/24	\$235.00	\$235.00
05/12/24	322070	High Access Security	Pull lock apart and diagnose mortice lock broken & install new mortice lock - 06/11 & 07/11/25	\$385.00	\$620.00

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06/01/25	325311	Marshall Beattie Automation	Gate off Rails, replacing racking - 23/08/24	\$390.00	\$1,010.00
11/02/25	329280	High Access Security	Repaired glass door and frame - 10/12 & 16/12/24	\$185.00	\$1,195.00
12/02/25	329362	High Access Security	Pedestrian gate to rear vehicle gate pedestrian gate broken - 13/01/25	\$235.00	\$1,430.00
12/02/25	329417	High Access Security	Electrical compound pedestrian gate not locking again - 12/02/25	\$135.00	\$1,565.00
01/04/25	335323	Guv'nor Locksmiths	Supplied and installed new key cylinders - 01/04/25	\$618.18	\$2,183.18
Total Security Maintenance & Repairs				\$2,183.18	

Status Certificate Fees Paid

13/01/25	325887	Richardson Strata Management	Section 110 (1) - Lot 2	\$140.00	\$140.00
13/01/25	325887	Richardson Strata Management	Section 110 (2) - Lot 2	\$140.00	\$280.00
13/01/25	325887	Richardson Strata Management	Section 110 (1) Lot 63	\$140.00	\$420.00
13/01/25	325887	Richardson Strata Management	Section 110 (2) Lot 63	\$140.00	\$560.00
13/01/25	325887	Richardson Strata Management	Section 110 (1) Lot 61	\$140.00	\$700.00
13/01/25	325887	Richardson Strata Management	Section 110 (2) Lot 61	\$140.00	\$840.00
26/02/25	330964	Richardson Strata Management	Section 110 (1) - Lot 23	\$140.00	\$980.00
26/02/25	330964	Richardson Strata Management	Section 110 (2) - Lot 23	\$140.00	\$1,120.00
23/04/25	337478	Richardson Strata Management	Section 110 (1) Lot 51	\$140.00	\$1,260.00
23/04/25	337478	Richardson Strata Management	Section 110 (2) Lot 51	\$140.00	\$1,400.00
21/05/25	340935	Richardson Strata Management	Section 110 (1) - Lot 41	\$140.00	\$1,540.00
21/05/25	340935	Richardson Strata Management	Section 110 (2) - Lot 41	\$140.00	\$1,680.00
16/06/25	343643	Richardson Strata Management	Section 110 (1) Lot 38 (Unit 115)	\$140.00	\$1,820.00
16/06/25	343643	Richardson Strata Management	Section 110 (2) Lot 38 (Unit 115)	\$140.00	\$1,960.00
Total Status Certificate Fees Paid				\$1,960.00	

Water Consumption*

02/12/24	321435	Water Corporation	Water Consumption charges from 30/09/24 to 26/11/24	\$1,685.07	\$1,685.07
10/12/24	322459	Richardson Strata Management	Water @ 66 Lots	\$363.00	\$2,048.07
20/12/24	lot 66		lot 66-Water - 30/09/24 to 03/11/24	-\$15.51	\$2,032.56
20/12/24	lot 65		lot 65-Water - 30/09/24 to 03/11/24	-\$25.52	\$2,007.04
20/12/24	lot 64		lot 64-Water - 30/09/24 to 03/11/24	-\$25.52	\$1,981.52
20/12/24	lot 63		lot 63-Water - 30/09/24 to 03/11/24	-\$43.54	\$1,937.98
20/12/24	lot 62		lot 62-Water - 30/09/24 to 03/11/24	-\$19.51	\$1,918.47
20/12/24	lot 61		lot 61-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,900.96
20/12/24	lot 60		lot 60-Water - 30/09/24 to 03/11/24	-\$33.53	\$1,867.43
20/12/24	lot 59		lot 59-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,853.92
20/12/24	lot 58		lot 58-Water - 30/09/24 to 03/11/24	-\$11.51	\$1,842.41
20/12/24	lot 57		lot 57-Water - 30/09/24 to 03/11/24	-\$51.55	\$1,790.86
20/12/24	lot 56		lot 56-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,777.35
20/12/24	lot 55		lot 55-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,759.84
20/12/24	lot 54		lot 54-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,746.33
20/12/24	lot 53		lot 53-Water - 30/09/24 to 03/11/24	-\$7.50	\$1,738.83
20/12/24	lot 52		lot 52-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,723.32
20/12/24	lot 51		lot 51-Water - 30/09/24 to 03/11/24	-\$9.50	\$1,713.82
20/12/24	lot 50		lot 50-Water - 30/09/24 to 03/11/24	-\$9.50	\$1,704.32
20/12/24	lot 49		lot 49-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,686.81
20/12/24	lot 48		lot 48-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,669.30
20/12/24	lot 47		lot 47-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,653.79
20/12/24	lot 46		lot 46-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,636.28
20/12/24	lot 45		lot 45-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,618.77

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20/12/24	lot 44	lot 44-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,603.26
20/12/24	lot 43	lot 43-Water - 30/09/24 to 03/11/24	-\$45.54	\$1,557.72
20/12/24	lot 42	lot 42-Water - 30/09/24 to 03/11/24	-\$19.51	\$1,538.21
20/12/24	lot 41	lot 41-Water - 30/09/24 to 03/11/24	-\$39.53	\$1,498.68
20/12/24	lot 40	lot 40-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,481.17
20/12/24	lot 39	lot 39-Water - 30/09/24 to 03/11/24	-\$27.52	\$1,453.65
20/12/24	lot 38	lot 38-Water - 30/09/24 to 03/11/24	-\$41.54	\$1,412.11
20/12/24	lot 37	lot 37-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,396.60
20/12/24	lot 36	lot 36-Water - 30/09/24 to 03/11/24	-\$51.55	\$1,345.05
20/12/24	lot 35	lot 35-Water - 30/09/24 to 03/11/24	-\$41.54	\$1,303.51
20/12/24	lot 34	lot 34-Water - 30/09/24 to 03/11/24	-\$17.51	\$1,286.00
20/12/24	lot 33	lot 33-Water - 30/09/24 to 03/11/24	-\$11.51	\$1,274.49
20/12/24	lot 32	lot 32-Water - 30/09/24 to 03/11/24	-\$23.52	\$1,250.97
20/12/24	lot 31	lot 31-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,237.46
20/12/24	lot 30	lot 30-Water - 30/09/24 to 03/11/24	-\$29.52	\$1,207.94
20/12/24	lot 29	lot 29-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,192.43
20/12/24	lot 28	lot 28-Water - 30/09/24 to 03/11/24	-\$29.52	\$1,162.91
20/12/24	lot 27	lot 27-Water - 30/09/24 to 03/11/24	-\$29.52	\$1,133.39
20/12/24	lot 26	lot 26-Water - 30/09/24 to 03/11/24	-\$25.52	\$1,107.87
20/12/24	lot 25	lot 25-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,094.36
20/12/24	lot 24	lot 24-Water - 30/09/24 to 03/11/24	-\$21.52	\$1,072.84
20/12/24	lot 23	lot 23-Water - 30/09/24 to 03/11/24	-\$7.50	\$1,065.34
20/12/24	lot 22	lot 22-Water - 30/09/24 to 03/11/24	-\$13.51	\$1,051.83
20/12/24	lot 21	lot 21-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,036.32
20/12/24	lot 20	lot 20-Water - 30/09/24 to 03/11/24	-\$15.51	\$1,020.81
20/12/24	lot 19	lot 19-Water - 30/09/24 to 03/11/24	-\$9.50	\$1,011.31
20/12/24	lot 18	lot 18-Water - 30/09/24 to 03/11/24	-\$15.51	\$995.80
20/12/24	lot 17	lot 17-Water - 30/09/24 to 03/11/24	-\$19.51	\$976.29
20/12/24	lot 16	lot 16-Water - 30/09/24 to 03/11/24	-\$23.52	\$952.77
20/12/24	lot 15	lot 15-Water - 30/09/24 to 03/11/24	-\$33.53	\$919.24
20/12/24	lot 14	lot 14-Water - 30/09/24 to 03/11/24	-\$15.51	\$903.73
20/12/24	lot 13	lot 13-Water - 30/09/24 to 03/11/24	-\$19.51	\$884.22
20/12/24	lot 12	lot 12-Water - 30/09/24 to 03/11/24	-\$17.51	\$866.71
20/12/24	lot 11	lot 11-Water - 30/09/24 to 03/11/24	-\$13.51	\$853.20
20/12/24	lot 10	lot 10-Water - 30/09/24 to 03/11/24	-\$33.53	\$819.67
20/12/24	lot 9	lot 9-Water - 30/09/24 to 03/11/24	-\$11.51	\$808.16
20/12/24	lot 8	lot 8-Water - 30/09/24 to 03/11/24	-\$25.52	\$782.64
20/12/24	lot 7	lot 7-Water - 30/09/24 to 03/11/24	-\$13.51	\$769.13
20/12/24	lot 6	lot 6-Water - 30/09/24 to 03/11/24	-\$13.51	\$755.62
20/12/24	lot 5	lot 5-Water - 30/09/24 to 03/11/24	-\$43.54	\$712.08
20/12/24	lot 4	lot 4-Water - 30/09/24 to 03/11/24	-\$25.52	\$686.56
20/12/24	lot 3	lot 3-Water - 30/09/24 to 03/11/24	-\$23.52	\$663.04
20/12/24	lot 2	lot 2-Water - 30/09/24 to 03/11/24	-\$25.52	\$637.52
20/12/24	lot 1	lot 1-Water - 30/09/24 to 03/11/24	-\$19.51	\$618.01
03/02/25	328177	Water Corporation Water Consumption charges from 27/11/24 to 29/01/25	\$1,857.56	\$2,475.57
31/03/25	334934	Water Corporation Water Consumption charges from 30/01/25 to 26/03/25	\$1,763.15	\$4,238.72
30/05/25	341680	Water Corporation Water consumption charges from 27/03/25 to 26/05/25	\$1,691.08	\$5,929.80
30/06/25	345165	Richardson Strata Management Water @ 66 Lots	\$363.00	\$6,292.80
Total Water Consumption*			\$6,292.80	
Total Administrative Expenses			\$65,481.37	

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7 Streatham Street BECKENHAM

**OWNER OF NICHELIVING BECKENHAM SS 67751 ADMIN
FUND OTHER INCOME**

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Bank Deposits					
21/01/25			Fee/Charge: Interest Paid	\$1,186.21	\$1,186.21
22/04/25			Fee/Charge: Interest Paid	\$1,187.48	\$2,373.69
			Total Interest On Bank Deposits	\$2,373.69	
			Total Owner of Nicheliving Beckenham SS 67751 Admin Other Income	\$2,373.69	

**OWNER OF NICHELIVING BECKENHAM SS 67751
RESERVE FUND OTHER INCOME**

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Bank Deposits					
21/01/25			Fee/Charge: Interest Paid	\$1,186.21	\$1,186.21
22/04/25			Fee/Charge: Interest Paid	\$1,187.48	\$2,373.69
			Total Interest On Bank Deposits	\$2,373.69	
			Total Owner of Nicheliving Beckenham SS 67751 Reserve Other Income	\$2,373.69	

RESERVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Levy Arrears					
24/12/24	lot 24		lot 24-BPay Payment: DEFT Bpay 0000011212	\$12.20	\$12.20
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$2.56	\$14.76
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$6.61	\$21.37
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$15.66	\$37.03
30/12/24	lot 58		lot 58-DEFT I/Tfr: DEFT I/CCd VI 000001124	\$18.94	\$55.97
22/01/25	lot 55		lot 55-BPay Payment: DEFT Bpay 0000011243	\$4.73	\$60.70
29/01/25	lot 47		lot 47-BPay Payment: DEFT Bpay 0000011235	\$4.78	\$65.48
29/01/25	lot 47		lot 47-BPay Payment: DEFT Bpay 0000011235	\$9.37	\$74.85
31/03/25	lot 12		lot 12-BPay Payment: DEFT Bpay 0000011200	\$10.81	\$85.66
31/03/25	lot 12		lot 12-BPay Payment: DEFT Bpay 0000011200	\$1.08	\$86.74
14/04/25	lot 24		lot 24-DEFT I/CCd: DEFT I/Tfr 0000011212	\$10.18	\$96.92
22/04/25	lot 62		lot 62-BPay Payment: DEFT Bpay 0000011250	\$3.08	\$100.00
19/05/25	lot 24		lot 24-DEFT I/CCd: DEFT I/Tfr 0000011212	\$6.44	\$106.44
20/06/25	lot 29		lot 29-BPay Payment: DEFT Bpay 0000011217	\$7.69	\$114.13

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7 Streatham Street BECKENHAM

Total Interest On Levy Arrears	\$114.13
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Total Reserve Other Income	\$114.13
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7 Streatham Street BECKENHAM

Lot	Unit	UOE	Opening Balance	Admin Levy	Reserve Levy	Other Levy	Charges	Total	Discount	Paid	Closing Balance	Interest Paid
1	27	154	732.30 cr	1,319.10	877.80	0.00	19.51	1,484.11	0.00	1,521.97	37.86 cr	0.00
2	128	156	741.80 cr	1,336.20	889.20	0.00	25.52	1,509.12	0.00	1,509.12	0.00	0.00
3	211	156	812.08 cr	1,336.20	889.20	0.00	23.52	1,436.84	0.00	1,436.84	0.00	0.00
4	26	154	0.00	1,319.10	877.80	0.00	25.52	2,222.42	0.00	2,222.42	0.00	0.00
5	25	154	0.00	1,319.10	877.80	0.00	43.54	2,240.44	0.00	2,240.44	0.00	0.00
6	127	156	12.88 cr	1,336.20	889.20	0.00	13.51	2,226.03	0.00	2,226.03	0.00	0.00
7	126	156	741.80 cr	1,336.20	889.20	0.00	13.51	1,497.11	0.00	1,517.37	20.26 cr	0.00
8	210	156	0.00	1,336.20	889.20	0.00	25.52	2,250.92	0.00	4,496.27	2,245.35 cr	0.00
9	209	156	741.80 cr	1,336.20	889.20	0.00	11.51	1,495.11	0.00	1,495.11	0.00	0.00
10	24	154	732.25 cr	1,318.95	877.80	0.00	33.53	1,498.03	0.00	1,498.03	0.00	0.00
11	23	139	660.95 cr	1,190.55	792.30	0.00	46.51	1,368.41	0.00	1,368.41	0.00	0.00
12	125	156	0.00	1,336.20	889.20	0.00	215.51	2,440.91	0.00	2,440.91	0.00	32.16
13	124	142	675.20 cr	1,216.20	809.40	0.00	19.51	1,369.91	0.00	1,369.91	0.00	0.00
14	208	156	741.80 cr	1,336.20	889.20	0.00	15.51	1,499.11	0.00	1,530.38	31.27 cr	0.00
15	207	143	0.00	1,224.75	815.10	0.00	33.53	2,073.38	0.00	4,154.60	2,081.22 cr	0.00
16	22	139	34.25	1,190.55	792.30	0.00	56.52	2,073.62	0.00	1,379.67	693.95	0.00
17	21	139	660.95 cr	1,190.55	792.30	0.00	459.51	1,781.41	0.00	1,781.41	0.00	0.00
18	123	142	675.20 cr	1,216.20	809.40	0.00	155.51	1,505.91	0.00	1,505.91	0.00	0.00
19	122	142	675.20 cr	1,216.20	809.40	0.00	9.50	1,359.90	0.00	684.70	675.20	0.00
20	206	143	52.02	1,224.75	815.10	0.00	48.51	2,140.38	0.00	2,140.38	0.00	0.00
21	205	143	0.00	1,224.75	815.10	0.00	15.51	2,055.36	0.00	2,055.36	0.00	0.00
22	20	154	0.54 cr	1,318.95	877.80	0.00	13.51	2,209.72	0.00	2,210.51	0.79 cr	0.00
23	19	154	153.40	1,318.95	877.80	0.00	7.50	2,357.65	0.00	2,357.65	0.00	0.00
24	121	156	1,903.81	1,336.20	889.20	0.00	76.52	4,205.73	0.00	4,205.73	0.00	80.09
25	120	156	741.80 cr	1,336.20	889.20	0.00	13.51	1,497.11	0.00	1,497.11	0.00	0.00
26	204	156	0.00	1,336.20	889.20	0.00	25.52	2,250.92	0.00	2,250.92	0.00	0.00
27	203	156	741.80 cr	1,336.20	889.20	0.00	29.52	1,513.12	0.00	1,513.12	0.00	0.00
28	18	154	774.58 cr	1,318.95	877.80	0.00	29.52	1,451.69	0.00	1,451.69	0.00	0.00
29	119	156	741.80 cr	1,336.20	889.20	0.00	48.51	1,532.11	0.00	1,563.38	31.27 cr	18.29
30	17	154	0.00	1,318.95	877.80	0.00	29.52	2,226.27	0.00	2,226.27	0.00	0.00
31	16	154	732.25 cr	1,318.95	877.80	0.00	13.51	1,478.01	0.00	1,478.01	0.00	0.00
32	118	156	0.00	1,336.20	889.20	0.00	23.52	2,248.92	0.00	2,248.92	0.00	0.00
33	117	156	741.80 cr	1,336.20	889.20	0.00	11.51	1,495.11	0.00	1,495.11	0.00	0.00
34	202	156	0.00	1,336.20	889.20	0.00	17.51	2,242.91	0.00	2,242.91	0.00	0.00
35	15	154	0.00	1,318.95	877.80	0.00	41.54	2,238.29	0.00	2,238.29	0.00	0.00
36	14	154	732.25 cr	1,318.95	877.80	0.00	51.55	1,516.05	0.00	1,624.40	108.35 cr	0.00
37	116	156	741.80 cr	1,336.20	889.20	0.00	15.51	1,499.11	0.00	1,499.11	0.00	0.00
38	115	156	0.00	1,336.20	889.20	0.00	41.54	2,266.94	0.00	2,266.94	0.00	0.00
39	201	156	741.80 cr	1,336.20	889.20	0.00	27.52	1,511.12	0.00	1,511.12	0.00	0.00
40	13	154	732.25 cr	1,318.95	877.80	0.00	17.51	1,482.01	0.00	1,482.01	0.00	0.00
41	12	154	0.00	1,318.95	877.80	0.00	39.53	2,236.28	0.00	1,504.03	732.25	0.00
42	11	139	660.95 cr	1,190.55	792.30	0.00	19.51	1,341.41	0.00	1,341.41	0.00	0.00
43	114	156	741.80 cr	1,336.20	889.20	0.00	45.54	1,529.14	0.00	1,529.14	0.00	0.00
44	113	156	741.80 cr	1,336.20	889.20	0.00	155.51	1,639.11	0.00	1,676.99	37.88 cr	0.00

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7 Streatham Street BECKENHAM

Lot	Unit	UOE	Opening Balance	Admin Levy	Reserve Levy	Other Levy	Charges	Total	Discount	Paid	Closing Balance	Interest Paid
45	112	142	675.20 cr	1,216.20	809.40	0.00	17.51	1,367.91	0.00	1,367.91	0.00	0.00
46	10	139	26.24	1,190.55	792.30	0.00	17.51	2,026.60	0.00	2,026.60	0.00	0.00
47	9	139	372.06	1,190.55	792.30	0.00	15.51	2,370.42	0.00	1,172.06	1,198.36	27.94
48	8	139	660.95 cr	1,190.55	792.30	0.00	17.51	1,339.41	0.00	1,339.41	0.00	0.00
49	111	142	675.20 cr	1,216.20	809.40	0.00	17.51	1,367.91	0.00	1,367.91	0.00	0.00
50	110	142	675.20 cr	1,216.20	809.40	0.00	9.50	1,359.90	0.00	1,359.90	0.00	0.00
51	109	142	675.20 cr	1,216.20	809.40	0.00	9.50	1,359.90	0.00	684.70	675.20	0.00
52	7	154	732.25 cr	1,318.95	877.80	0.00	15.51	1,480.01	0.00	1,480.01	0.00	0.00
53	6	154	872.25 cr	1,318.95	877.80	0.00	7.50	1,332.00	0.00	1,332.00	0.00	0.00
54	108	156	0.00	1,336.20	889.20	0.00	13.51	2,238.91	0.00	2,238.91	0.00	0.00
55	107	156	0.00	1,336.20	889.20	0.00	83.51	2,308.91	0.00	1,373.16	935.75	11.84
56	5	154	732.25 cr	1,318.95	877.80	0.00	673.51	2,138.01	0.00	2,138.01	0.00	0.00
57	4	154	0.00	1,318.95	877.80	0.00	191.55	2,388.30	0.00	2,388.30	0.00	0.00
58	106	156	3,462.33	1,336.20	889.20	0.00	1,867.93	7,555.66	0.00	3,027.09	4,528.57	115.51
59	105	156	0.00	1,336.20	889.20	0.00	13.51	2,238.91	0.00	2,238.91	0.00	0.00
60	3	154	732.25 cr	1,318.95	877.80	0.00	33.53	1,498.03	0.00	1,498.03	0.00	0.00
61	2	154	732.25 cr	1,318.95	877.80	0.00	17.51	1,482.01	0.00	1,482.01	0.00	0.00
62	104	156	23.93 cr	1,336.20	889.20	0.00	52.51	2,253.98	0.00	2,253.98	0.00	10.06
63	103	156	741.80 cr	1,336.20	889.20	0.00	43.54	1,527.14	0.00	785.34	741.80	0.00
64	1	154	732.25 cr	1,318.95	877.80	0.00	305.52	1,770.02	0.00	1,630.02	140.00	0.00
65	102	156	741.80 cr	1,336.20	889.20	0.00	25.52	1,509.12	0.00	1,509.12	0.00	0.00
66	101	156	741.80 cr	1,336.20	889.20	0.00	15.51	1,499.11	0.00	1,499.11	0.00	0.00
67	Common Property	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			10000 22,311.90 cr	85,650.75	57,000.00	0.00	5,570.48	125,909.33	0.00	120,182.50	5,726.83	295.89

	Admin	Reserve	Total
Levies in Arrears	7,053.63	3,267.45	10,321.08
Levies Paid in Advance	4,594.25 cr	0.00	4,594.25 cr

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	Administrative Fund	Reserve Fund	TOTAL
ASSETS			
Cash at Bank	74,264.03	125,273.30	199,537.33
Investment A/c Owner of Nicheliving Beckenham SS 67751 Admin	104,729.87	0.00	104,729.87
Investment A/c Owner of Nicheliving Beckenham SS 67751 Reserve	0.00	104,729.87	104,729.87
Levies Receivable	7,053.63	3,267.45	10,321.08
Total Assets	186,047.53	233,270.62	419,318.15
LIABILITIES			
Levies Paid in Advance	4,594.25	0.00	4,594.25
GST Liabilities	(8,030.91)	0.00	(8,030.91)
Accounts Payable	363.00	0.00	363.00
Total Liabilities	(3,073.66)	0.00	(3,073.66)
Net Assets	189,121.19	233,270.62	422,391.81
OWNERS FUNDS			
Opening Balance	160,682.08	173,782.80	334,464.88
Surplus / Deficit for the period	28,439.11	59,487.82	87,926.93
Closing Balance	189,121.19	233,270.62	422,391.81
Total Owners Funds	189,121.19	233,270.62	422,391.81



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC22005020
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of Nicheliving Beckenham Apartments Strata Plan 67751 7 Streatham Street, Beckenham, WA, 6107
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 02/10/2024 Expiry Date: 4:00pm on 02/10/2025
INTERMEDIARY	PSC Property Lync Insurance Brokers
ADDRESS	PO Box 7476, Cloisters Square PO, WA, 6850
DATE OF ISSUE	03/10/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$16,659,102
		Common Area Contents	\$166,591
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$2,498,865
		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		Not Included
SECTION 8	Catastrophe		Not Included
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

Identification of Covered Items - 10 Year Reserve Fund Plan - Cost Estimates (includes GST)

COVERED ITEMS

10 Year Plan for:		The Owners of Nicheliving Beckenham Apartments, Strata Plan 67751 - 7 Streatham Street, Beckenham										Strata Plan:	SP67751
Period covered by the Plan:		30 November 2021 to 30 November 2031										Plan prepared on:	22 November 2021

Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1 Nov-22	End of Year 2 Nov-23	End of Year 3 Nov-24	End of Year 4 Nov-25	End of Year 5 Nov-26	End of Year 6 Nov-27	End of Year 7 Nov-28	End of Year 8 Nov-29	End of Year 9 Nov-30	End of Year 10 Nov-31
1	Structure													
2	Roof + access systems	\$180,000	10	\$279,534										\$279,534
3	Long term capital items (see page 12)	\$33,000	10	\$51,248										\$51,248
4	Appendages													
5	Common prop. doors + windows	\$20,000	6	\$26,045						\$26,045				
6	Common property lighting	\$13,000	2	\$13,926	\$13,926									
7	Fire safety services	\$8,700	3	\$9,646			\$9,646							
8	Security gates + motors	\$6,400	4	\$7,344				\$7,344						
9	Car ports	\$10,000	7	\$13,609							\$13,609			
10	Guttering + downpipes	\$21,000	6	\$27,347						\$27,347				
11														
12	Balustrades + handrails	\$8,600	3	\$9,535			\$9,535							
13														
14	Other													
15	Internal painting	\$28,000	9	\$41,611									\$41,611	
16	Foyers, stairs, landing flooring	\$40,000	5	\$47,507					\$47,507					
17	Intercom + security doors	\$7,600	6	\$9,897						\$9,897				
18	Seal elevated walkways+ balconies	\$10,000	4	\$11,475				\$11,475						
19	Outside													
20	External painting	\$170,000	8	\$241,757								\$241,757		
21	Utility services, cabinets, conduits	\$6,100	3	\$6,763			\$6,763							
22	Fences + gates	\$9,200	9	\$13,672									\$13,672	
23	Driveway + pavers + bollards	\$11,000	7	\$14,969							\$14,969			
24	Garden + reticulation	\$8,300	6	\$10,809						\$10,809				
25	Garbage bin area	\$2,400	7	\$3,266							\$3,266			
26	Trip slip hazards + stair nosings	\$2,000	1	\$2,070	\$2,070									
27	Stormwater pits + pipes	\$2,600	7	\$3,538							\$3,538			
28														
29	Brickwork + rendering	\$9,500	6	\$12,371						\$12,371				
30	Line marking + signage	\$7,600	4	\$8,721				\$8,721						
31	Mail boxes	\$6,200	2	\$6,642		\$6,642								
	Total Estimate (rounded)	\$621,200		\$873,304	\$2,070	\$20,568	\$25,944	\$27,541	\$47,507	\$86,470	\$35,382	\$241,757	\$55,283	\$330,782

*Covered Items are the items as defined in regulation 77(1)(e) of the Strata Titles (General) Regulations 2019.

Condition Report - 10 Year Reserve Fund Plan - Method and Reasoning for the Costs Estimates (includes GST)

Page 4

CONDITION REPORT	10 Year Plan for:	The Owners of Nicheliving Beckenham Apartments, Strata Plan 67751 - 7 Streatham Street, Beckenham	Strata Plan:	SP67751
	Period covered by the Plan:	30 November 2021 to 30 November 2031	Plan prepared on:	22 November 2021

Method and Reasoning						
Ser-ial	*Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof + access systems	\$180,000	10	Contribution towards the maintenance of the roof + access systems	Average condition	15-20 years
3	Long term capital items (see page 12)	\$33,000	10	Contribution towards the repair of the long term capital items (see page 12)		More than 20 years
4	Appendages					
5	Common prop. doors + windows	\$20,000	6	Contribution towards the repair of the common prop. doors + windows	Average condition	5-7 years
6	Common property lighting	\$13,000	2	Contribution towards the replacement of the common property lighting	Average condition	3-5 years
7	Fire safety services	\$8,700	3	Contribution towards the renewal of the fire safety services	Average condition	5-7 years
8	Security gates + motors	\$6,400	4	Contribution towards the repair of the security gates + motors	Average condition	7-10 years
9	Car ports	\$10,000	7	Allowance for the repair of the car ports	Good condition	7-10 years
10	Guttering + downpipes	\$21,000	6	Contribution towards the repair of the guttering + downpipes	Average condition	11-15 years
11						
12	Balustrades + handrails	\$8,600	3	Contribution towards the repair of the balustrades + handrails	Average condition	7-10 years
13						
14	Other					
15	Internal painting	\$28,000	9	Allowance for the renewal of the internal painting	Average condition	7-10 years
16	Foyers, stairs, landing flooring	\$40,000	5	Allowance for the replacement of the foyers, stairs, landing flooring	Average condition	7-10 years
17	Intercom + security doors	\$7,600	6	Contribution towards the repair of the intercom + security doors	Average condition	7-10 years
18	Seal elevated walkways+ balconies	\$10,000	4	Allowance to seal elevated walkways+ balconies	Average condition	5-7 years
19	Outside					
20	External painting	\$170,000	8	Allowance for the renewal of the external painting	Good condition	7-10 years
21	Utility services, cabinets, conduits	\$6,100	3	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 years
22	Fences + gates	\$9,200	9	Allowance for the repair of the fences + gates	Average condition	15-20 years
23	Driveway + pavers + bollards	\$11,000	7	Contribution towards the repair of the driveway + pavers + bollards	Average condition	7-10 years
24	Garden + reticulation	\$8,300	6	Contribution towards the renewal of the garden + reticulation	Average condition	5-7 years
25	Garbage bin area	\$2,400	7	Contribution towards the repair of the garbage bin area	Average condition	7-10 years
26	Trip slip hazards + stair nosings	\$2,000	1	Allowance for trip slip hazards + stair nosings	Average condition	5-7 years
27	Stormwater pits + pipes	\$2,600	7	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 years
28						
29	Brickwork + rendering	\$9,500	6	Allowance for brickwork + rendering	Below average cond.	7-10 years
30	Line marking + signage	\$7,600	4	Allowance for the renewal of the line marking + signage	Average condition	5-7 years
31	Mail boxes	\$6,200	2	Contribution towards the repair of the mail boxes	Poor condition	7-10 years
	Total Estimate (rounded)	\$621,200				

*This means the year after the Plan is prepared.

Recommended Annual Reserve Fund Payment Plan and verification of our recommendations

PAYMENT PLAN

10 Year Plan for:	The Owners of Nicheliving Beckenham Apartments, Strata Plan 67751 - 7 Streatham Street, Beckenham	Strata Plan:	SP67751
Period covered by the Plan:	30 November 2021 to 30 November 2031	Plan prepared on:	22 November 2021

End of Year	Year Ending	Recommended Reserve Fund Payment (inc gst)	Annual % change in Reserve Fund Payment	Adjusted Reserve Fund Payment (increase/decrease)	Res/Fund Balance + Interest + Annual Res/Fund Payment	Costs in each year refer to the table above (page 3)	Reserve Fund Balance	Interest on the Reserve Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
1	Nov-22	\$71,837			\$123,000	\$2,070	\$50,782	\$381
2	Nov-23	\$74,710	4.00%		\$196,547	\$20,568	\$120,930	\$907
3	Nov-24	\$77,699	4.00%		\$254,998	\$25,944	\$175,979	\$1,320
4	Nov-25	\$80,807	4.00%		\$311,578	\$27,541	\$229,054	\$1,718
5	Nov-26	\$84,039	4.00%		\$370,207	\$47,507	\$284,038	\$2,130
6	Nov-27	\$87,400	4.00%		\$412,520	\$86,470	\$322,699	\$2,420
7	Nov-28	\$90,896	4.00%		\$419,392	\$35,382	\$326,050	\$2,445
8	Nov-29	\$94,532	4.00%		\$481,421	\$241,757	\$384,009	\$2,880
9	Nov-30	\$98,314	4.00%		\$339,775	\$55,283	\$239,664	\$1,797
10	Nov-31	\$102,246	4.00%		\$388,872	\$330,782	\$284,493	\$2,134
11	Nov-32	\$106,336	4.00%		\$164,861		\$58,090	\$436
							\$164,861	\$1,236

Note: some figures may be rounded

Assumptions	Our Recommendation of the Annual Reserve Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Reserve Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Reserve Fund Payment (negative adjustment) from Column E to ensure that the Reserve Fund Balance remains positive in each year. Column F includes the Reserve Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Reserve Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Reserve Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Reserve Fund contribution for Capital Items	\$81,787
Buffer (or adjustment to the base annual contribution)	-\$9,950
Recommended Annual Fund Contribution (After Buffer) inc gst	\$71,837
Current Annual Reserve Fund contribution (as instructed)	\$5,600
Current Reserve Fund Balance (as instructed)	\$50,782
Annual Reserve Fund Payment increase rate	4.00%
Adopted Investment Rate after tax	0.75%

First Year - Recommended Annual Reserve Fund Contributions for each Lot PER ANNUM

RECOMMENDATION	10 Year Plan for:	Strata Plan:	SP67751
Period covered by the Plan:	The Owners of Nicheliving Beckenham Apartments, Strata Plan 67751 - 7 Streatham Street, Beckenham	Plan prepared on:	22 November 2021

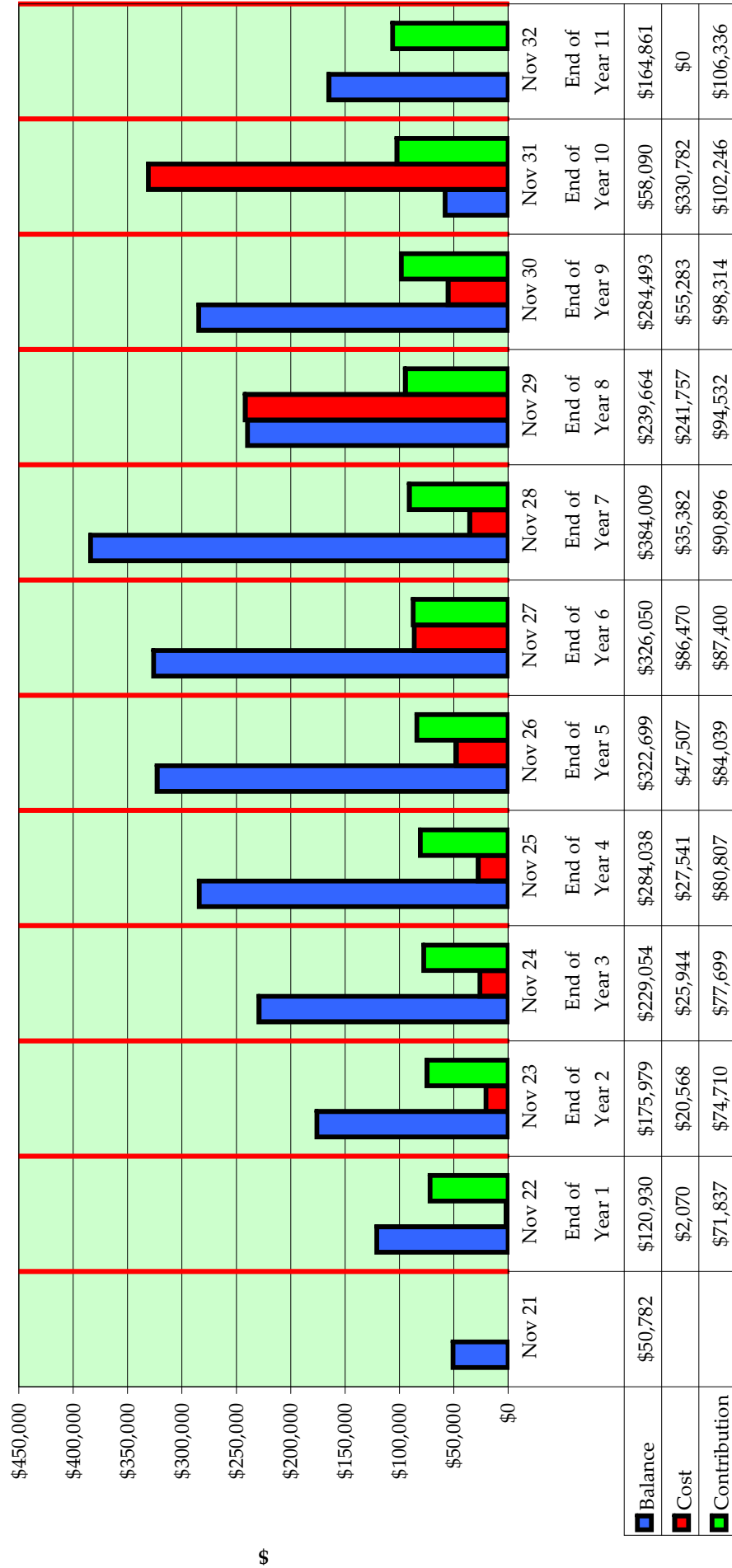
Rate per U/E	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA
\$7.18	1	154	\$1,106	37	156	\$1,121
	2	156	\$1,121	38	156	\$1,121
	3	156	\$1,121	39	156	\$1,121
	4	154	\$1,106	40	154	\$1,106
Total Unit Entitlement	5	154	\$1,106	41	154	\$1,106
	6	156	\$1,121	42	139	\$999
10000	7	156	\$1,121	43	156	\$1,121
	8	156	\$1,121	44	156	\$1,121
	9	156	\$1,121	45	142	\$1,020
	10	154	\$1,106	46	139	\$999
Recommended First Year Reserve Fund Contribution	11	139	\$999	47	139	\$999
	12	156	\$1,121	48	139	\$999
\$71,837	13	142	\$1,020	49	142	\$1,020
	14	156	\$1,121	50	142	\$1,020
	15	143	\$1,027	51	142	\$1,020
	16	139	\$999	52	154	\$1,106
	17	139	\$999	53	154	\$1,106
	18	142	\$1,020	54	156	\$1,121
	19	142	\$1,020	55	156	\$1,121
	20	143	\$1,027	56	154	\$1,106
	21	143	\$1,027	57	154	\$1,106
	22	154	\$1,106	58	156	\$1,121
	23	154	\$1,106	59	156	\$1,121
	24	156	\$1,121	60	154	\$1,106
	25	156	\$1,121	61	154	\$1,106
	26	156	\$1,121	62	156	\$1,121
	27	156	\$1,121	63	156	\$1,121
	28	154	\$1,106	64	154	\$1,106
	29	156	\$1,121	65	156	\$1,121
	30	154	\$1,106	66	156	\$1,121
	31	154	\$1,106			\$71,837
	32	156	\$1,121			
	33	156	\$1,121			
	34	156	\$1,121			
	35	154	\$1,106			
	36	154	\$1,106			

Graph - Recommended Reserve Fund Contributions, Estimated Costs, Reserve Fund Balance - 10 Years

GRAPH RESULTS
10 Year Plan for:
Period covered by the Plan:

The Owners of Nicheliving Beckenham Apartments, Strata Plan 67751 - 7 Streatham Street, Beckenham	Strata Plan:	SP67751
30 November 2021 to 30 November 2031	Plan prepared on:	22 November 2021

10 Year Reserve Fund Plan



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-bylaw (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-bylaw (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-bylaw (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-bylaw (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-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

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

7. Chairperson, secretary and treasurer of strata company

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

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

8. Meetings of council

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

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

9. Powers and duties of secretary of strata company

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

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

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

10. Powers and duties of treasurer of strata company

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

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

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

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

Schedule 2 – Conduct by-laws

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

1. Vehicles and parking

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

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

2. Use of common property

An owner or occupier of a lot must –

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

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

3. Damage to lawns etc. on common property

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

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

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

4. Behaviour of owners and occupiers

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

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

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

6. Depositing rubbish etc. on common property

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

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

7. Drying of laundry items and signage

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

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

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

8. Storage of inflammable liquids etc.

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

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

9. Moving furniture etc. on or through common property

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

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

10. Floor coverings

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

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

11. Garbage disposal

An owner or occupier of a lot must –

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

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

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

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

13. Notice of alteration to lot

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

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

14. Appearance of lot

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

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

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

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

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