



Att. 1.

Strata Information

Apartment 21/337 Lord Street, Highgate

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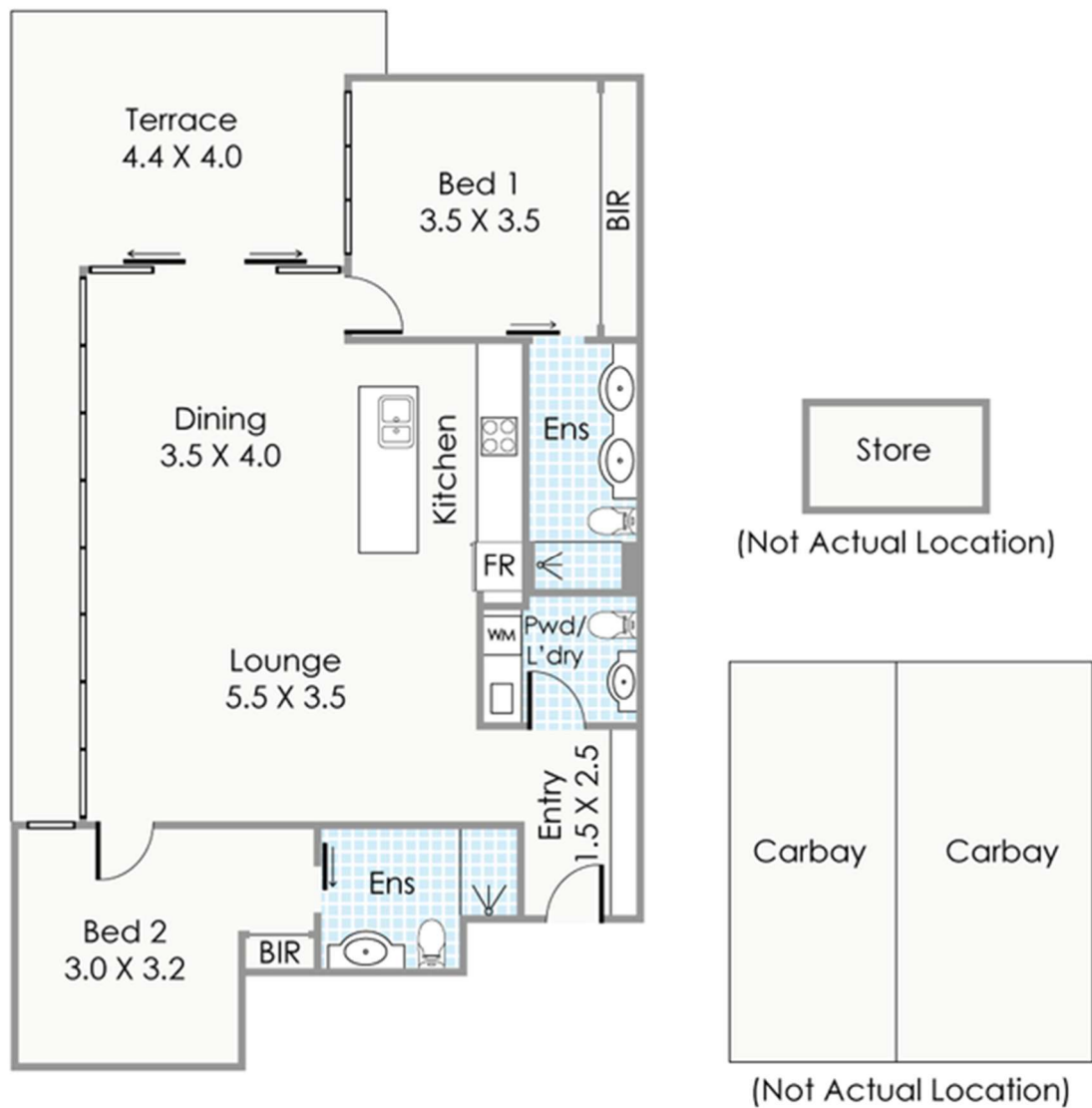
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Summary of Outgoings & Owners Funds		
Council Rates	\$ 2,244.48	per year
Water Service	\$ 1,435.98	per year
Strata Admin	\$ 1,849.17	per quarter
Strata Reserve	\$ 312.73	per quarter
Total Owners Funds	\$ 123,586.10	as at 31/03/2025

James Yeoman 0400 900 622

Sales Specialist james@kprperth.com.au

Floor Plan



SECOND STORY APARTMENT

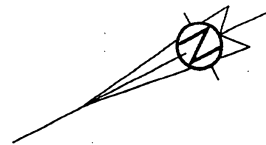
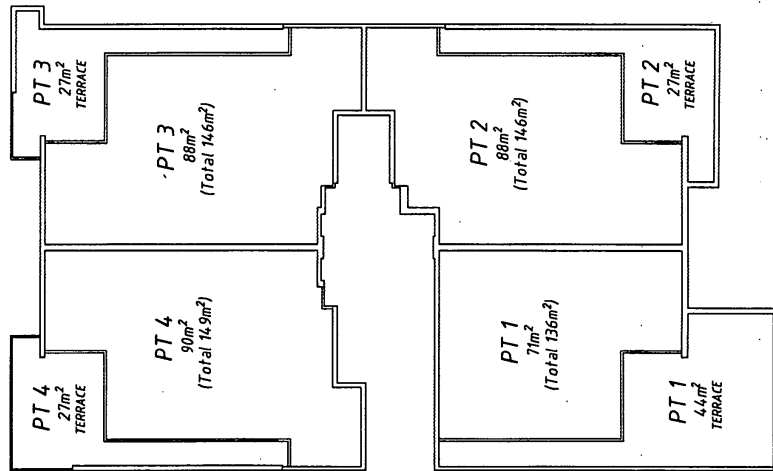
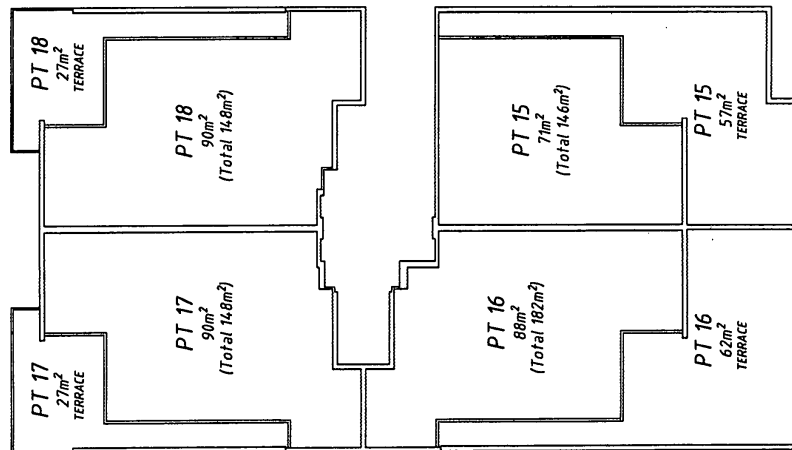
21/337 Lord Street

HIGHGATE

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

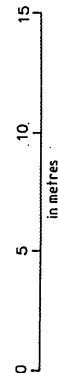
NOTES

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the *Strata Titles Act 1985*.
2. The stratum of Part Lots 1, 2, 3, 4, 15, 16, 17 and 18 as shown as terrace on this sheet, extends between the level of the upper surface of the terrace floor of each respective part lot to 2.7 metres above that level.
3. The boundaries of the part lots labelled TERRACE extend from the external surface of the building walls to the inner surface of the terrace walls, balustrade and handrail.



GROUND FLOOR PLAN

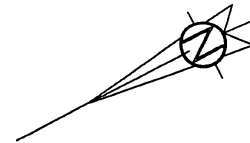
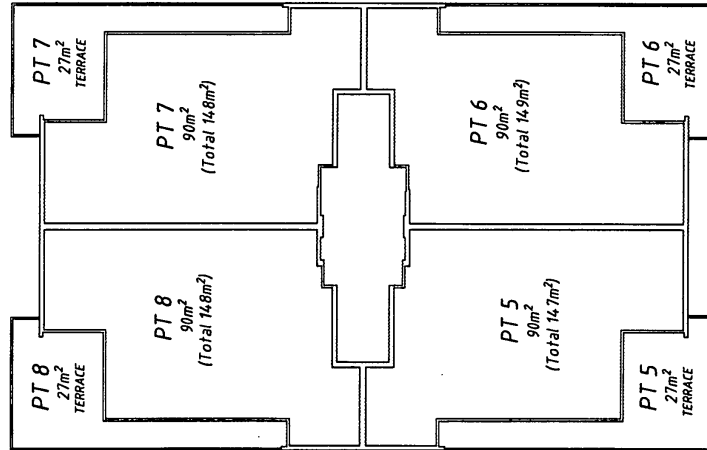
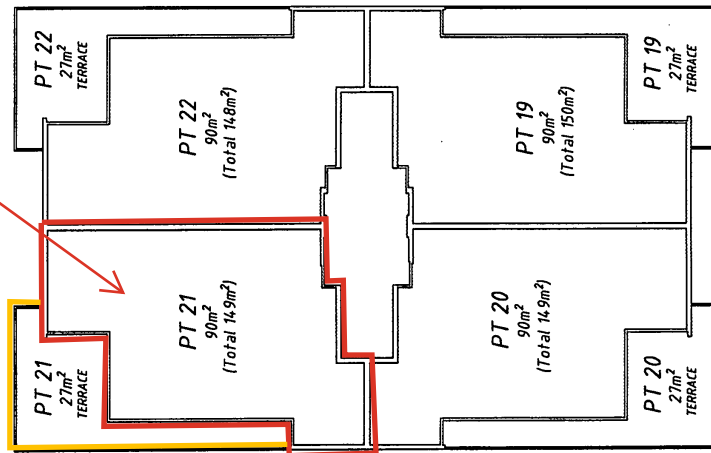
SCALE 1:200



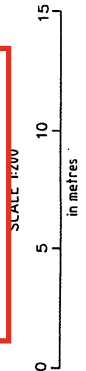
NOTES

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the *Strata Titles Act 1985*.
2. The stratum of Part Lots 5, 6, 7, 8, 19, 20, 21 and 22 as shown as terrace on this sheet, extends between the level of upper surface of the terrace floor of each respective part lot to 2.7 metres above that level.
3. The boundaries of the part lots labelled TERRACE extend from the external surface of the building walls to the inner surface of the terrace balustrade and handrail.

**APARTMENT 21
& TERRACE**

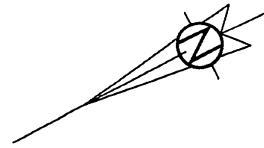
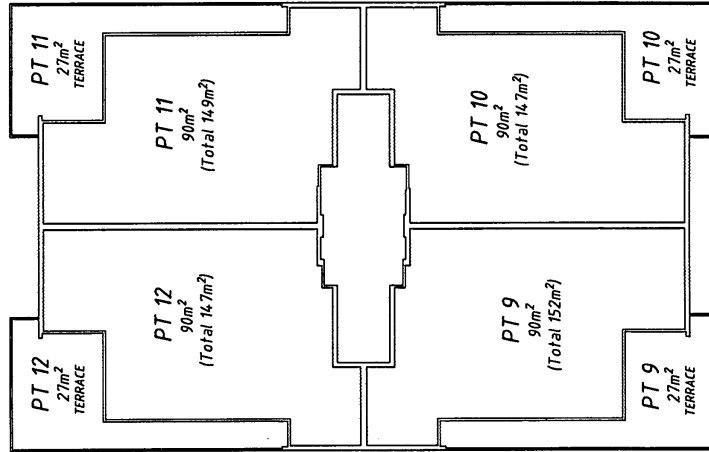
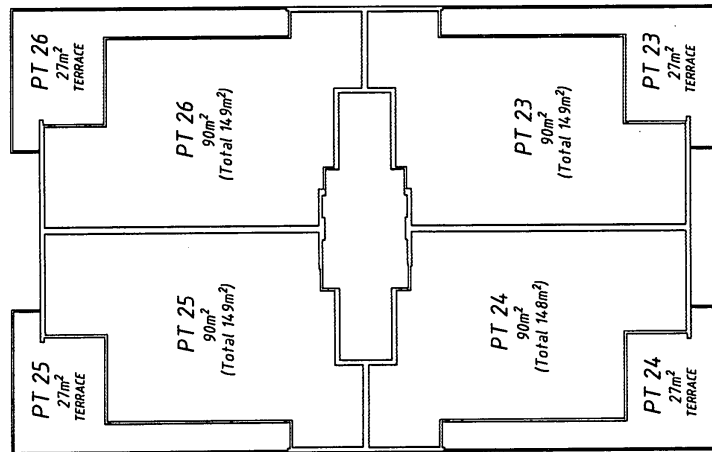


FIRST FLOOR PLAN

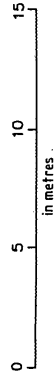


NOTES

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the *Strata Titles Act 1985*.
2. The stratum of Part Lots 9, 10, 11, 12, 23, 24, 25 & 26 as shown as terrace on this sheet, extends between the level of the upper surface of the terrace floor of each respective part lot to 2.7 metres above that level.
3. The boundaries of the part lots labelled TERRACE extend from the external surface of the building walls to the inner surface of the terrace balustrade and handrail.

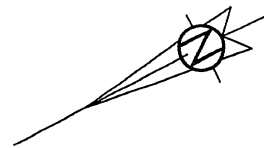
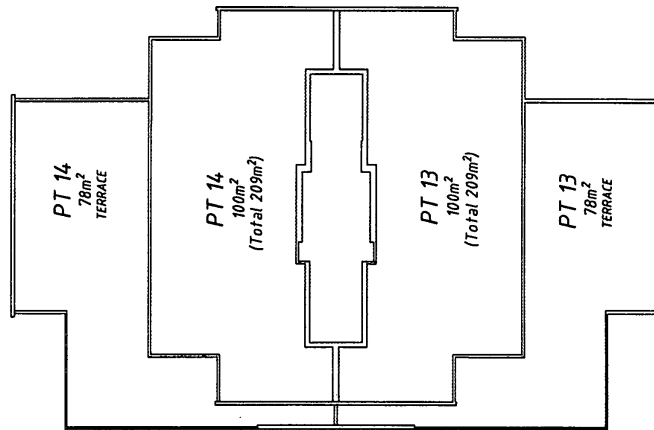
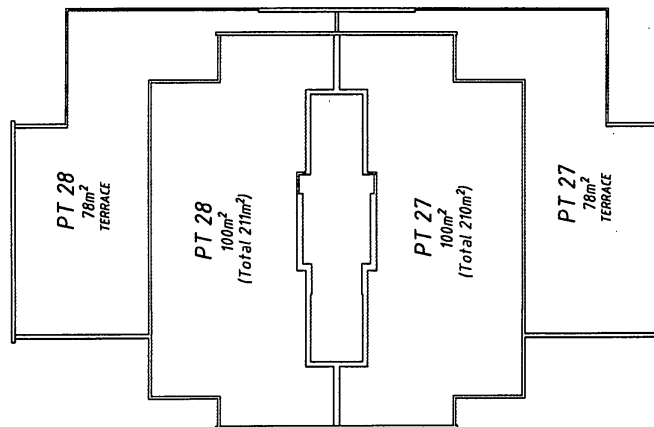
**SECOND FLOOR PLAN**

SCALE 1:200



NOTES

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(g) of the *Strata Titles Act 1985*.
2. The stratum of Part Lots 13, 14, 27 & 28 as shown as terrace on this sheet, extends between the level of the upper surface of the terrace floor of each respective part lot to 2.7 metres above that level.
3. The boundaries of the part lots labelled TERRACE extend from the external surface of the building walls to the inner surface of the terrace balustrade and handrail.



THIRD FLOOR PLAN

SCALE 1:200



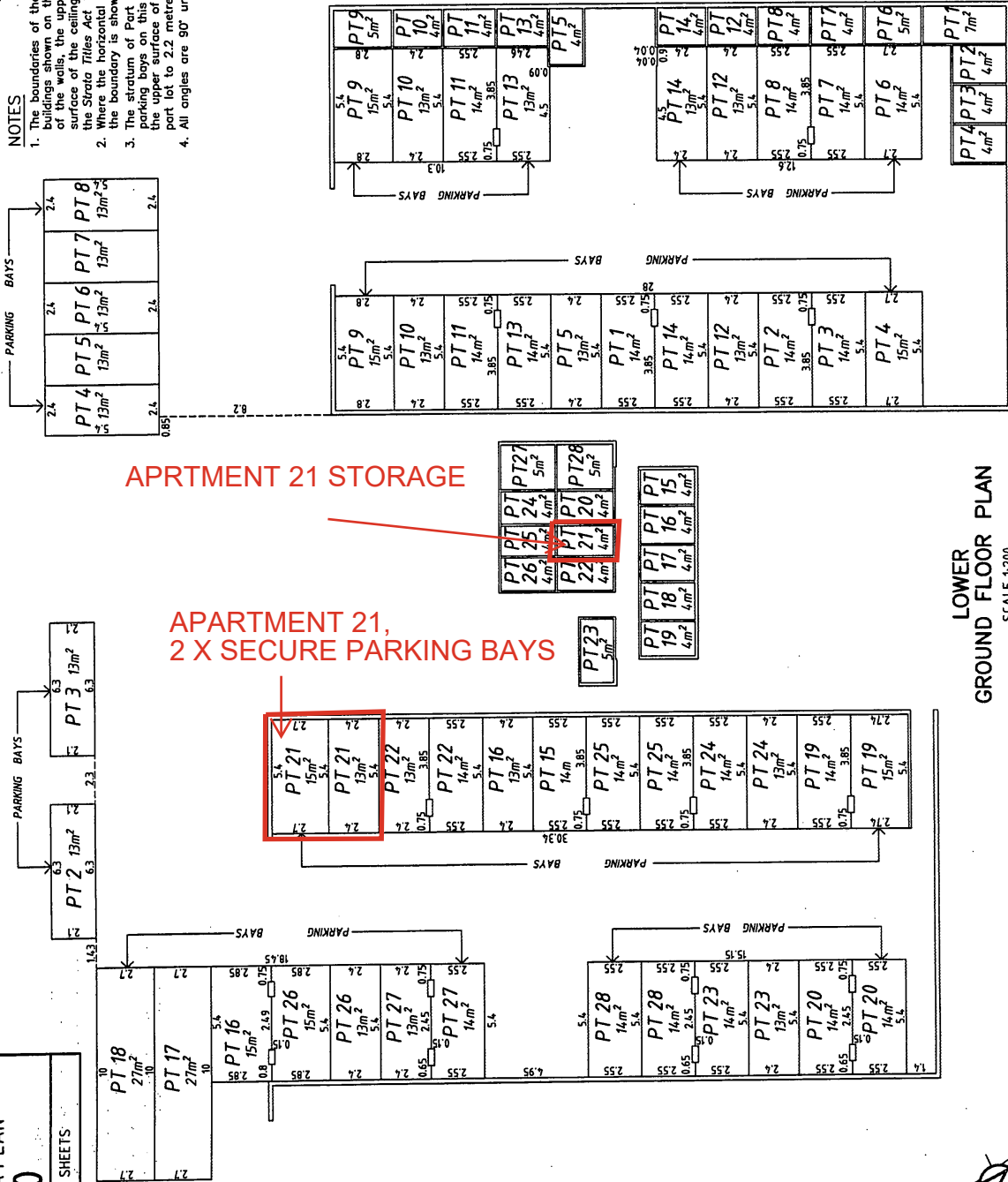
SURVEY - STRATA PLAN

50620

SHEET 6 OF 6 SHEETS

NOTES

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(o) of the Strata Titles Act 1985.
2. Where the horizontal boundary of a part lot is not a wall the stratum of Part Lots 1 to 28 inclusive, as shown as parking bays on this sheet, extends between the level of the upper surface of the parking bay of each respective part lot to 2.2 metres above that level.
3. The stratum of Part Lots 1 to 28 inclusive, as shown as parking bays on this sheet, extends between the level of the upper surface of the parking bay of each respective part lot to 2.2 metres above that level.
4. All angles are 90° unless shown otherwise.



LOWER
GROUND FLOOR PLAN
SCALE 1:200

in metres

FORM 3

STRATA PLAN No.					50620		
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	25	2711	-844	16	32	2711	-859
2	31	2711	-845	17	32	2711	-860
3	31	2711	-846	18	32	2711	-861
4	32	2711	-847	19	35	2711	-862
5	35	2711	-848	20	35	2711	-863
6	34	2711	-849	21	35	2711	-864
7	34	2711	-850	22	35	2711	-865
8	35	2711	-851	23	37	2711	-866
9	37	2711	-852	24	37	2711	-867
10	36	2711	-853	25	37	2711	-868
11	36	2711	-854	26	37	2711	-869
12	37	2711	-855	27	47	2711	-870
13	47	2711	-856	28	47	2711	-871
14	47	2711	-857				
15	25	2711	-858	Aggregate	1,000		


DESCRIPTION OF PARCEL AND BUILDING

TWENTY EIGHT RESIDENTIAL APARTMENT DWELLINGS IN A MULTIPLE-LEVEL
DEVELOPMENT UPON LOT 17 ON DEPOSITED PLAN 46260
ADDRESS OF PARCEL: 337-343 LORD STREET, HIGHGATE WA 6003

CERTIFICATE OF LICENSED VALUER STRATA

I, **Bradley J Dawson**, 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.

17-Feb-2009
Date


Brad Dawson
2009.02.17
12:07:54 +09'00'
Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 50620

DESCRIPTION OF PARCEL & BUILDING

**A five storey building of concrete, steel and brick construction
comprising twenty eight residences and
situated on lot 17 on Deposited Plan 46260.**

The address is 337 Lord Street, Highgate, WA, 6003.

CERTIFICATE OF LICENSED SURVEYOR

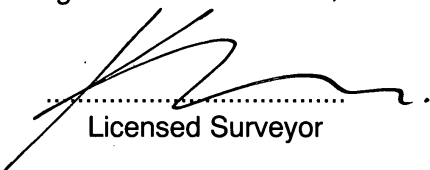
I,.....**Kim McGowan**....., being a licensed surveyor
registered under the *Licensed Surveyors Act 1909*, certify that in respect
of the strata plan which relates to the parcel and building described above
(in this certificate called "the plan")—

- (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
it's 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*.~~

23.10.2008

Date


Licensed Surveyor

* Delete if inapplicable

FORM 7

Strata Titles Act 1985

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

STRATA PLAN No. 50620

DESCRIPTION OF PARCEL & BUILDING

A five storey building of concrete, steel and brick construction comprising twenty eight residences and situated on lot 17 on Deposited Plan 46260. The address is 337 Lord Street, Highgate, WA. 6003.

CERTIFICATE OF LOCAL GOVERNMENT

The Town of Vincent

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

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

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

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

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

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

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

11 February 2009
.....
Date

.....
Chief Executive Officer

*Delete if inapplicable

REGISTRAR OF TITLES

OF STRATA PLAN No.

50620

SCHEDULE OF DEALINGS ON Survey-Strata Plan

[illegible]

Note: Entries may be affected by subsequent endorsements.

FORM 8

REGISTRAR OF TITLES

50620

OF STRATA PLAN No.

ANNEXURE

SCHEDULE OF ENCUMBRANCES ETC.

[illegible]

Note: Entries may be affected by subsequent endorsements.

FORM B4

K858280 SM

19 Feb 2009 15:27:37 Perth



REG \$ 105.00

LODGED BY

KOTT GUNNING

ADDRESS

140 St Georges Terrace
PERTH WA 6000

PHONE No.

Issuing Box 97E

FAX No.

Ref: Florence Forshaw

Phone: 9483 0921

Fax: 9321 3465

REFERENCE No.

forshaw@kottgunn.com.au

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	<u>SM</u>	Received Items
2.		Nos.
3.		
4.		
5.		Receiving Clerk
6.		

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

EXAMINED


Landgate



Handwritten signature

FORM 25

Strata Titles Act 1985

Section 5C (1)

STRATA PLAN No. 50620

MANAGEMENT STATEMENT

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



(Description of parcel the subject of the plan) **LOT 17 ON DEPOSITED PLAN 46260
BEING WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 2650
FOLIO ~~267~~
257**

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 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

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

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

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

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

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

18. VEHICLE ACCESS SECURITY

A proprietor of a lot comprising a 2 or 3 bedroom apartment will be issued with 2 remote control devices and the proprietors of a 1 bedroom apartment will be issued with 1 remote control device to gain access to the parking area and lift. In the event that a remote control device is lost the proprietor will immediately inform the secretary of the council. The proprietor will be liable for the cost of replacing this item.

19. OBLIGATION TO NOTIFY DEFECTS OF SERVICES

(1) A proprietor occupier or other resident shall give the strata company or managing agent prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures which are situated in his or her lot. The strata company shall have authority by its agents or servants in the circumstances having regard to the urgency involved to carry out such repairs and renovations, as they deem necessary for the safety and preservation of the building and services.

(2) If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees the strata company shall be entitled to recover the amount

expended as a debt in an action in any court of competent jurisdiction from the person who was the proprietor of the lot at the time when the breach occurred.

20. BLOCKAGE OF DRAINAGE PIPES

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

21. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY

- (1) It is the responsibility of the registered proprietor of a lot to ensure that all wet areas, such as bathrooms, en-suites, toilets, laundries, kitchens and balconies contained within the lot or lots of which they are the registered proprietor or occupier are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than waste pipes provided for the disposal of such water or liquid.
- (2) The registered proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from their lot.

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

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

23. INSTRUCTING OF CONTRACTORS BY PROPRIETORS

A proprietor, occupier or other resident shall not directly instruct any contractors or workmen employed by the strata company unless authorized by the strata company. Any proprietor, occupier or other resident instructing any contractor or workmen without authorization from the strata company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work which the strata company deems unsatisfactory.

24. LOT BOUNDARIES

- (1) The boundaries of the lots are defined by sections 3(2)(a) of the Act. To clarify the strata company's obligations, the common property includes the balustrade on the balconies, the fixed glass and glass doors that divide the habitable space comprising the lots from the balconies. The strata company shall be responsible to maintain those parts of the common property.
- (2) All pergolas whether located on a balcony or the ground floor level are common property and shall be maintained repaired and if necessary replaced by the strata company.

25. USE OF LIFTS FOR TRANSPORTING FURNITURE AND EQUIPMENT

- (1) A proprietor, occupier or other resident shall at all times adhere to the lift loading limits.
- (2) A proprietor, occupier or other resident shall be entitled to use the lifts for the transportation of furniture and equipment between the hours of 7.00am and 6.00pm subject to the written permission of the council of owners or the

managing agent.

- (3) A proprietor, occupier or other resident shall use the protective curtains and padding on all occasions to protect the lift walls and floors.
- (4) A proprietor, occupier or other resident shall be responsible for all and any damage caused to the lift by his, her or its actions or that of their agents.

26. FIRE SAFETY REQUIREMENTS

- (1) The strata company and proprietors are responsible for ensuring the "Fire Safety Design Requirements", "Maintenance Requirements" and "Building Owner or Manager's Agreement" as detailed in the Fire Safety Engineering report dated 2nd February 2007, Project No. 870, by Saracini L+N Design Group are fully complied with at all times to the satisfaction of the Town of Vincent.
- (2) the by-law referred to in clause (1) of this by-law cannot be amended or repealed without the written approval of the Town of Vincent..
- (3) A copy of the reports referred to in clause (1) of this by-law shall be retained in the strata company records.

27. LEASING OF LOTS

Prior to the leasing of a lot the proprietor shall, before the commencement date of such lease -

- (1) inform the strata company of the name of the proprietors managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (2) provide the lessee with a copy of the strata company by-laws;
- (3) provide to the strata company a copy of an executed and stamped lease and ensure that such lease states that any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

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

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

29. MEDIATION OF DISPUTES

- (1) Should a dispute arise in relation to the operation of the strata company or these by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law.
- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties have not resolved the dispute within fourteen days, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in this by-law.
- (4) The Dispute Notice must state:
 - (a) what is in dispute;
 - (b) the arguments of the party giving the Dispute Notice, and

- (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, any settlement reached by the parties will be final and binding on the parties. The Independent Person may determine which party or parties pays the costs of and incidental to the resolution of the dispute.

30. SWIMMING POOL, GYMNASIUM AND OTHER RECREATIONAL FACILITIES

- (1) A proprietor, occupier or other resident, shall be permitted to use the recreational and entertainment facilities located on the common property. The strata company shall arrange for these facilities to be available between the hours of 6.30 am to 9.00pm.
- (2) The strata company shall at all times maintain the swimming pool, gymnasium and other recreational facilities on the common property in accordance with the statutory requirements and by-laws of the Town of Vincent, the Health Department of Western Australia and any other relevant statutory authority, and shall ensure the users of the pool do not interfere with the peaceful enjoyment of the other proprietors or occupiers.
- (3) The enclosed area containing the swimming pool, gymnasium and associated facilities (the Recreation Area) are intended for the sole use of occupiers of lots within the scheme from time to time and the Recreation Area is not open to the public or use by any person who is not an occupier of a lot in the building, or an accompanied guest of an occupier. A child under the age of (10) years may only use the Recreation Area when accompanied by an adult exercising effective control, who must remain at all times while the child is in the Recreation Area. The responsibility for the safety of a child in the Recreation Area is the responsibility of that adult.
- (4) The strata company may temporarily suspend admittance to the Recreation Area, or clear all or any part of the pool if, in its opinion, the action is necessary or desirable for the safety or well being of authorized Recreation Area or pool users or if the water treatment equipment is not functioning correctly or is being repaired, or for other like reason.
- (5) Every person using the Recreational Area must:
 - (a) obey all reasonable directions of the strata company with regard to that use and must not in any way obstruct the strata company in its control of the Recreational Area and of persons therein.
 - (b) enter and exit from the entrances or exits provided for that purpose.
 - (c) be properly attired in a costume so as to preserve public decency and must so cover the body as to prevent indecent exposure of the person.

Any person who in the opinion of the strata company commits a breach of this clause may be required by the strata company to resume ordinary clothing and must forthwith comply with that requirement.

- (6) A person must not:
- (a) enter or be in or upon the Recreational Area while in an intoxicated condition.
 - (b) approach or enter the swimming pool and spa if in the opinion of the strata company they are dirty or otherwise unfit to use the Recreational Area including, without limitation, because they are affected by or suffering from an infectious, contagious or offensive disease or skin complaint.
 - (c) bring or deposit any rubbish in the Recreational Area.
 - (d) eat in or take into the swimming pool or spa, food, drink or confectionery of any kind.
 - (e) smoke tobacco or any other substance in any portion of the Recreational Area where notices direct that smoking is not permitted;
 - (f) behave in an unseemly improper, disorderly or riotous manner, or swear or use any indecent, obscene or abusive language or gamble or misconduct themselves in the Recreational Area.
 - (g) waste or wastefully use fresh water in the Recreational Area.
 - (h) use any detergent, soap or any other substance, oil or preparation whilst in the swimming pool or spa (other than normal insect repellent and sunburn creams) which might cause the water to be discoloured or contaminated or turbid or, in the opinion of the strata company, in any way unfit;
 - (i) foul or pollute the water in the swimming pool or spa;
 - (j) bring into any part of the Recreational Area or place thereon any chemical substance, liquid or powder (excepting the person cleaning and maintaining the Recreational Area generally).
 - (k) damage or interfere with or use improperly any part of the Recreational Area or the furniture, fittings or equipment nor remove from the Recreational Area any of the furniture, fittings or equipment. The position of the fittings or equipment may only be changed by the strata company;
 - (l) use the Recreational Area for the private use of any one or more individuals to the exclusion of the authorised users and no person may for profit, teach, coach or train any other person in the Recreational Area.
- (7) The strata company may refuse admission to or remove or cause to be removed from the Recreational Area:
- (a) any person who, in the opinion of the strata company, is guilty of a breach of any of the provisions of this by-law or who, by his past or present conduct, is deemed undesirable and that person must, upon the request of the strata company immediately leave the Recreational Area, quietly and peaceably.
 - (b) any person affected by or who appears to be affected by or suffering from an infectious, contagious or offensive disease or skin complaint

may not remain in the swimming pool;

- (8) Neither the strata company nor any agent, officer or employee of the strata company will be in any way responsible for any article lost by or stolen from any person whilst in or about the Recreational Area or for any article damaged or destroyed whilst in upon or about the Recreational Area.
- (9) The strata company may post a copy of these by-laws for the Recreational Area within the Recreational Area.

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

By-laws 1, 7(b), 9 and 10 are repealed and the following by-laws added -

15. PARKING ON COMMON PROPERTY

A proprietor, occupier, other resident of a lot shall be permitted to temporarily park a vehicle on the common property at a position designed for the purpose of washing and cleaning their vehicles provided those activities are not detrimental to the use of the common property by the other proprietors, occupiers or residents. No other parking or standing of any motor or other vehicle is permitted on the common property.

16. TELEVISION ANTENNAS AND AERIALS

The original proprietor has arranged for the building to be wired to permit telecommunications free to air television, pay television and internet access from a system of common wiring. A proprietor, Occupier or tenant shall not erect any television antenna, receiving aerial or transmitting device within or about any lot or on the common property without obtaining the prior written consent of the strata company.

17. AIR CONDITIONERS

A proprietor of a lot shall with the prior written consent of the council, be permitted to install air conditioning equipment in their lot provided any such equipment shall be positioned in such a way as not to cause a nuisance to other proprietors or occupiers. Except as installed by the original proprietor, equipment may not be positioned on the balconies or walls of any part of the building where they are visible from the primary street frontage to the building.

18. BALCONY ENCLOSURE AND APPEARANCE

A proprietor, occupier or other resident of a lot shall not be permitted to enclose or add any blinds, awnings or other shade material to their balcony or place or keep pot plants on their balcony without the prior written approval of the strata company.

19. IMPROVEMENTS TO EXTERNAL WALLS AND WINDOWS

- (1) Notwithstanding any other by-law, a proprietor of a lot shall not be permitted to install or affix any structure, roller shutters improvement or enclosures to a window or an external wall, roof or surface of the building unless it has been approved in writing by the council.
- (2) Other than conventional internal window treatments a proprietor, occupier or other resident of a lot shall not be permitted to affix any temporary reflective material, shade cloth, paper or any other material to the inside or outside of any external window or door.
- (3) Those parts of any window treatments that can be viewed from the outside of the building shall at all time complement the external appearance of the building.

20. FLOOR LOADING

A proprietor, occupier or tenant of a lot shall not do any act or thing or permit any person to do any act or thing that will result in excessive stress or floor loading to any part of their lot or the common property and without limitation, not allow a weight loading on any part of their lot other than that is specified in the engineering specifications for that lot.

21. SIGNAGE ERECTION AND INSTALLATION

- (1) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner on any part of their lot or the common property without the prior written consent of the strata council or the managing agent, such consent is not to be unreasonably withheld.
- (2) All signage erected, installed painted or affixed within any lot or common property will be in accordance with the requirements and regulations of the appropriate government agencies.
- (3) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of thirty six months (36) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

22. FLOOR COVERINGS AND NOISE TRANSMISSION

- (1) A proprietor of a lot shall ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.
- (2) A proprietor of a lot shall not be permitted to install any timber, cork or ceramic tile flooring within the floor space within their lot unless it complies with the relevant Australian Standards and Building Codes of Australia's acoustic separation specifications.
- (3) An occupier of a lot shall ensure any movable furniture that is located either permanently or temporarily within the unit or on a balcony has the legs or base of the furniture fitted with felt or rubber pads to assist in the restriction of the transmission of noise.

23. STOREROOMS

A proprietor, occupier or other resident of a lot shall keep their storeroom clean and tidy and shall not store or permit to be stored any item that will cause a fire or chemical hazard, noxious odor or foul smell.

24. GARBAGE DISPOSAL

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

25. WINDOW CLEANING AND LIGHTING

The strata company shall be responsible for -

- (a) the cleaning of the external part of all windows and glass that are not accessible from within a lot (the costs of three cleans per year is to be included in the annual budget);
- (b) the costs of operating and maintaining the security alarm system and lighting on the common property this cost shall be included in the annual budget;

DATED THIS TWENTIETH DAY OF OCTOBER 2008

SIGNATURE OF APPLICANT

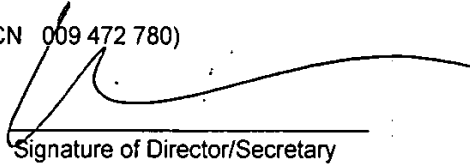
Executed by ORCHARD HOLDINGS PTY LTD (ACN 009 472 780)



Signature of Director



(Print Full name)



Signature of Director/Secretary



(Print Full name)

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

ENCUMBRANCE Document & No **MORTGAGE K227949**

~~SIGNATURE~~

~~in the presence of~~

~~Witness~~

~~Name~~

~~Address~~

~~Occupation~~

Executed by WESTPAC BANKING
CORPORATION ABN 33 007 457 141
by being signed in Western Australia
by its Attorneys


Michael Thomas Stavretis

Under Power of Attorney No. H663334

who declares that they hold the office
in the Bank Indicated under their
signature in the presence of


Witness

Kott Gunning

LAWYERS

F A C S I M I L E

TO: Landgate
Attention: Dillon
Fax No: 9273 7673

URGENT

FROM: Florence Forshaw
Secretary: Roma Brown
Tel No: (08) 9321 3755
Date: 23 February 2009


Our Ref: 82246
FLF:752442_1
Fax No: (08) 9321 3465
No. of pages: / (including this page)

DEALING NO. K858280 – MANAGEMENT STATEMENT

We act for Orchard Holdings Pty Ltd. We request and authorise you to amend the folio number on page 1 of the management statement from "267" to "257".


Thank you for your assistance in this matter.

Yours faithfully
KOTT GUNNING



Florence Forshaw

Kott Gunning, LAWYERS
Level 8, AMP Building
140 St Georges Terrace
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX 110, PERTH
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: partners@kottgunn.com.au Website: www.kottgunn.com.au

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Colombo, Dubai, Hong Kong
Jakarta, Kuala Lumpur,
Macau, Manila, Melbourne,
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Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

FORM B4

M343390 AE

17 Jul 2013 08:31:12 Midland



REG \$ 160.00

LODGED BY I. Fresh strata
- chanelle Watson
ADDRESS PO Box 8664
Perth BC 6849
PHONE No. 6500 0260
FAX No.
REFERENCE No.
ISSUING BOX No. 999L



PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Form 21
2.
3.
4.
5.
6.

Received Items
Nos.

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.

EXAMINED



FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles act 1985
Section 42

The Owners of **Woodley Apartments - STRATA PLAN 50620** hereby certifies-

That by resolution without dissent duly passed at a meeting of the Strata Company on Tuesday, 28th May 2013 -which became unconditional on 25th June 2013, the by-laws in Schedule 1 of the Strata Titles Act 1985 as they applied to the Strata Company, were added to as follows;

BYLAW 31 Debt Recovery

If a proprietor fails, refuses and/ or neglects to pay any contributions determined to be due and payable by the Proprietor under section 36 of the Act, the Proprietor becomes liable in respect of any legal costs, charges or expenses associated with the demand or recovery of the contributions by the Strata Company or its lawful representative jointly and severally with any person who was liable to pay the contribution.

The Common Seal of the Owners of **Woodley Apartments - STRATA PLAN 50620** was here unto fixed on 25th June 2013 in the presence of;



Signature: Member of the Council



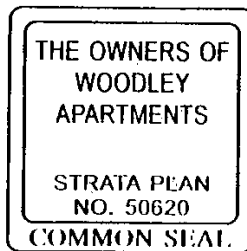
Signature: Member of the Council

RYAN WATTS

Full Name

Phillip Casier

Full Name



Minutes of the Annual General Meeting

Strata Company for Woodley Apartments Strata Plan 50620

Meeting Date	05 Aug 2025		
Meeting Location	337 Lord Street, HIGHGATE, WA, 6003		
Time	04:00 PM	Opened: 04:07 PM	Closed: 04:51 PM
Lots Represented	Unit	Name	Represented by
	1	Yuan Tong (Hitormi) LIM & Jun Yang (Jayden) LEE	Electronic vote
	2	Caitlin Anne GILCHRIST	Electronic vote
	3	Evayanti HANDAYANI& Leigh KUZE	Electronic vote
	9	Patrick Ivan Rudolf AGUERO	Owner present
	11	Kevin TWYCROSS	Owner present
	12	Mark NEWMAN	Owner present
	14	Dierdre Ruth WESTBLADE	Owner present
	18	Luke Xavier Linton SIMPKINS	Owner present
	25	Diane Beard	Owner present
	27	Dierdre Ruth WESTBLADE	Owner present
	7	Alex David PEZZALI & Paris Jade FORTE	Proxy present Paris Forte
	17	Phillip & Marija GABRIEL	Proxy present Phil Gabriel
	20	Beverly Enid WYNN & Ian Thomas WYNN	Proxy present Bev Wynn
	22	Tom DUKOVIC	Proxy present (pre-voted) Kylie Atkinson
	23	Christian Henry LOVELADY	Proxy present Chairperson
Chairperson	Stacey Marks		
Additional Attendees	Nil		
Apologies	Tom Dokovic Lot 22		

Item 1	
Preliminary Matters	
<ol style="list-style-type: none"> 1. Verification of number of valid proxies received and verification of number of those eligible to vote and personally present - 3 online voters and 12 in meeting voters. 2. Declaration of quorum present and confirmation that the meeting is properly constituted and may proceed to the consideration of business. –A quorum was achieved and the meeting was declared open at 04:07 PM. 3. Announcement of those present by invitation and any apologies received – As per table above. 4. Appointment of Chairperson for the meeting – Stacey Marks of Abode Strata. 	

Motion 2				
Confirmation of the Minutes of the Previous General Meeting		Ordinary Resolution		
<p>The meeting resolved;</p> <div><div>1.</div><div>To confirm the minutes of the previous General Meeting held on 2/5/25 are an accurate record of proceedings, and</div></div> <div><div>2.</div><div>That there were no matters arising from that previous General Meeting.</div></div>				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

Motion 3				
Consideration of Accounts		Ordinary Resolution		
The meeting resolved to accept the statement of accounts for the period from 1/7/24 to 30/6/25.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

4 Strata Council

4 Strata Council

Motion 4.1				
Constitution of the Council		Ordinary Resolution		
It was resolved that the council of the strata company consist of 6 owners.				
The following owners nominated and were duly elected to the council.				
Lot 7 Paris Forte				
Lot 9 Pat Aguero				
Lot 14 Dierdre Westblade				
Lot 17 Phil Gabriel				
Lot 22 Tom Dokovcic				
Lot 25 Diane Beard				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

Motion 4.2				
Strata Council to Execute Documents on Behalf of the Strata Company			Ordinary Resolution	
The meeting resolved that;				
<div>1. The Strata Company authorises the Strata Council to execute documents with two signatories where needed, and;</div> <div>2. The Strata Manager may execute documents on behalf of the Strata Company where authorised by the Strata Council, excluding the Strata Managers own Management Agreement.</div>				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

5 Insurance

Motion 5.1				
Insurance Valuation	Ordinary Resolution			
That the Strata Manager is directed to obtain a Building Valuation Report on the complex in accordance with the requirements imposed by the Strata Titles Act of WA Section 97 and instructions to the valuer guidelines as follows and that the Strata Manger be directed to amend the BSI accordingly.				
Motion FAILED.				
VOTES	Yes: 1	No: 14	Abs: 0	Unf: 0

Motion 5.2				
Insurance Certificate of Currency and Renewal		Ordinary Resolution		
<p>The meeting resolved that the strata council be directed to arrange insurance as per current certificate, prior to the expiry of the current policy. Furthermore, that the strata council may effect cover for any further risks as advised by a qualified professional.</p> <p><i>Abode receives commission with the above insurers upon insurance policy renewal, this commission is to compensate for claims handling, dealing with the insurer, negotiating the best outcome for the client with insurer, allowing staff time to attend training, arranging new policies for clients, handling insurance payments and documentation. The total commission received this year was \$5,480.87</i></p>				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

6 Work Health and Safety Act 2020

With the recent changes in the Work Health and Safety Act 2020 (WA) and subsequent Work Health and Safety Regulations 2022 (WA), the common property of a strata scheme can be deemed a workplace. As the custodians of common property, the strata company is likely to be held liable or at least jointly liable if an owner, visitor or even trespasser is injured on common property.

A residential strata company is debated to be excluded if common areas are used exclusively for residential purposes, and the company does not employ any persons.

- If there are one or more employees, residential strata companies will have duties under the WHS Act.

The strata company of commercial or mixed-use properties will have duties under WHS.

Motion 6.1

Safety Report

Ordinary Resolution

On an amended motion, it was resolved that the commissioning of a Work Health and Safety Report that comprehensively identifies potential hazards and risks, conducts property risk assessments, and provides practical and cost-effective recommendations, be deferred to the Strata Council.

Motion CARRIED.

VOTES

Yes: 15

No: 0

Abs: 0

Unf: 0

Item 6.2

Safety Plan

That the Strata Company is made aware of the below Standard Safety Plan for potential safety hazards as and when they occur.

1. Onsite make safe completed i.e. signage, cordon off, cone etc
2. Notify Strata Manager/BM (Building Manager, if there is one)
3. Strata Manager/BM to notify all owners or authorised contacts.
4. Strata Manager/BM to contact appropriate contractor via phone noting urgency following with urgent work order.
5. Strata Manager/BM to follow up contractor for any timeline of repairs.
6. Strata Manager/BM to communicate back to council and or all owners depending on the repairs.
7. If necessary, contact insurer and provide update of plan.

Motion 7				
Proposed Budget of Expenditure		Ordinary Resolution		
The meeting resolved that the Proposed Budget of Expenditure estimates for the financial period from 1/7/25 to 30/6/26 be adopted as presented and continue until otherwise motioned.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

Motion 8				
Administrative Fund Levy		Ordinary Resolution		
The meeting resolved that under Section 100 of the Strata Titles Act, the annual levy of contributions on owners for the Administrative Fund be \$210,999.80 due and payable in advance, by quarterly instalments due on the 1st day of each quarter commencing 1/7/25 per the attached 'Proposed Budget - Owner Summary' until otherwise motioned.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

Motion 9				
Reserve Fund Levy		Ordinary Resolution		
The meeting resolved that under Section 100 of the Strata Titles Act, the annual levy of contributions on owners for the Reserve Fund be \$38,500.00 due and payable in advance, by quarterly instalments due on the 1st day of each quarter commencing 1/7/25 per the attached 'Proposed Budget - Owner Summary' until otherwise motioned.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Unf: 0

Item 10**Matters without Notice**

1. Owners are advised that the financial year of the strata company has changed to be in line with the Strata Titles Act 1985 being 01/07 to 30/06.
2. Dierdre Westblade advised the meeting that external painting has been done over the last 3 years in an effort to keep levies down for owners. Carpets are being replaced this year and the 10 year maintenance plan is being worked through.
3. Fire safety is compliant.
4. Dogs must be secured / leashed when residents are walking them into and out of the complex.
5. A notice regarding flexi hoses to be sent. Owners should be regularly checking their flexi hoses and having them replaced every 10 years to prevent them from bursting.

Item 11**Close of Meeting****04:51 PM**

Accepted Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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	Current Actual (01/07/2025- 30/06/2026)	Current Budget (01/07/2025- 30/06/2026)
Administrative Fund		
Income		
Administrative Levy Income	\$ 48,149.54	\$ 191,818.00
Interest on Overdues	\$ 5.37	\$ -
Recovery - Access Device	\$ 162.50	\$ -
Recovery - Legal & Debt Collection	\$ 26.82	\$ -
Total Admin Fund Income	\$ 48,344.23	\$ 191,818.00
Expense		
Access Devices - Recovered	\$ 54.54	\$ 1,000.00
Accounting	\$ 250.00	\$ 500.00
Accounting - BAS Preparation	\$ -	\$ 1,250.00
Agency - Additional Services	\$ -	\$ 330.00
Cleaning Service - General	\$ 3,114.00	\$ 18,700.00
Cost Recovery Expense	\$ -	\$ 250.00
Electrical Repairs	\$ 606.58	\$ 5,000.00
Fire Protection - Contract	\$ 2,355.12	\$ 10,000.00
Fire Protection - Repairs & Callouts	\$ 635.00	\$ -
Garden	\$ 1,570.36	\$ 14,000.00
Garden - Lawnmowing	\$ 350.00	\$ 3,000.00
General Repairs & Maintenance	\$ 979.31	\$ 30,000.00
Gym Equipment	\$ 422.00	\$ 2,675.00
Insurance - Premium Common	\$ -	\$ 40,000.00
Lift Contract	\$ 3,515.46	\$ 14,000.00
Management Fee	\$ 1,956.82	\$ 13,000.00
Pest Services	\$ 240.00	\$ 600.00
Plumbing	\$ 1,196.35	\$ 5,000.00
Pool - Maintenance	\$ 670.86	\$ 10,000.00
Security - Maintenance	\$ 2,251.36	\$ 6,500.00
Utility - Electricity	\$ 2,683.87	\$ -
Utility - Electricity (Recovered)	\$ -	\$ 13,000.00
Utility - Gas	\$ 1,770.05	\$ 7,100.00
Utility - Water	\$ 1,158.23	\$ 12,000.00
Total Admin Fund Expense	\$ 25,779.91	\$ 207,905.00

TOTAL ADMIN LEVY INCOME	\$	48,149.54	\$	191,818.00
ADD: ADMIN GST			\$	19,181.80
TOTAL ADMIN BUDGET			\$	210,999.80

		Current Actual (01/07/2025- 30/06/2026)	Current Budget (01/07/2025- 30/06/2026)
<hr/>			
Reserve Fund			
<hr/>			
Income			
Interest on Overdues	\$	0.75	\$ -
Reserve Levy Income	\$	8,750.00	\$ 35,000.00
Total Reserve Fund Income	\$	8,750.75	\$ 35,000.00
<hr/>			
Expense			
10 Year Maintenance Plan	\$	-	\$ 35,000.00
Total Reserve Fund Expense	\$	-	\$ 35,000.00
<hr/>			
TOTAL RESERVE LEVY INCOME	\$	8,750.00	\$ 35,000.00
ADD: RESERVE GST			\$ 3,500.00
TOTAL RESERVE BUDGET			\$ 38,500.00

Accepted Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Page 3

Budget Summary (01/04/2025-31/03/2026)

	Accepted	1st Instalment 01/04/2025	2nd Instalment 01/07/2025	3rd Instalment 01/10/2025	4th Instalment 01/01/2026	TOTAL (01/04/2025-31/03/ 2026)	Next Pre Issue 01/04/2026	Next Pre Issue 01/07/2026
Administrative Fund	\$210,999.80	\$52,666.70	\$52,750.40	\$52,791.72	\$52,791.72	\$211,000.54	\$52,791.72	\$52,791.72
Reserve Fund	\$38,500.00	\$11,000.00	\$9,625.10	\$8,937.48	\$8,937.48	\$38,500.06	\$8,937.48	\$8,937.48
Contribution Schedule Total	\$249,499.80	\$63,666.70	\$62,375.50	\$61,729.20	\$61,729.20	\$249,500.60	\$61,729.20	\$61,729.20
Amount to Collect	\$249,499.80	\$63,666.70	\$62,375.50	\$61,729.20	\$61,729.20	\$249,500.60	\$61,729.20	\$61,729.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Accepted Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Page 4

Levy Adjustment Summary (01/04/2025-31/03/2026)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 1000		
Due Date	Levy Period	Admin	Reserve	Total	
01/04/2025	01/04/2025 - 30/06/2025	\$52.67	\$11.00	\$63.67	Pre Issued
01/07/2025	01/07/2025 - 30/09/2025	\$52.75	\$9.63	\$62.38	Pre Issued
01/10/2025	01/10/2025 - 31/12/2025	\$52.79	\$8.94	\$61.73	
01/01/2026	01/01/2026 - 31/03/2026	\$52.79	\$8.94	\$61.73	
Financial Year Total per Units of Entitlement		\$211.00	\$38.50	\$249.50	
Financial Year Aggregate		\$211,000.54	\$38,500.06	\$249,500.60	
Accepted Budget Amount		\$210,999.80	\$38,500.00	\$249,499.80	
01/04/2026	01/04/2026 - 30/06/2026	\$52.79	\$8.94	\$61.73	Pre Issue Next Year
01/07/2026	01/07/2026 - 30/09/2026	\$52.79	\$8.94	\$61.73	Pre Issue Next Year
Next Year Pre Issue Aggregate		\$105,583.44	\$17,874.96	\$123,458.40	

Income and Expenditure Statement - S/Plan 50620
"WOODLEY APARTMENTS"
337 LORD STREET, HIGHGATE, WA 6003
For the Financial Period 01/04/2024 to 31/03/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Administrative Levy Income	\$191,818.32	\$191,818.00	\$191,818.14
Income - Section 110 Certificate	\$840.00	\$0.00	\$0.00
Interest from Investments	\$0.00	\$0.00	\$1.79
Interest on Overdues	\$257.85	\$0.00	\$79.22
Other Income	\$0.00	\$0.00	\$162.50
Recovery - Access Device	\$1,157.46	\$0.00	\$30.69
Recovery - Legal & Debt Collection	\$256.74	\$0.00	\$992.73
Reimbursement	\$0.00	\$0.00	\$5,862.07
Total Administrative Fund Income	\$194,330.37	\$191,818.00	\$198,947.14
Expenses			
Access Devices - Recovered	\$1,125.90	\$500.00	\$1,494.00
Accounting	\$250.00	\$100.00	\$250.00
Accounting - BAS Preparation	\$1,000.00	\$1,250.00	\$1,230.00
Agency - Additional Services	\$331.81	\$320.00	\$294.87
Agency - Section 110 Certificates - Recovered	\$865.46	\$0.00	\$(76.35)
Bad Debts	\$0.00	\$0.00	\$611.81
Cleaning Service - General	\$18,285.00	\$18,000.00	\$18,076.45
Cost Recovery Expense	\$256.74	\$200.00	\$182.01
Electrical Repairs	\$2,069.46	\$5,000.00	\$4,643.02
Fire Protection - Contract	\$6,253.56	\$10,000.00	\$10,256.21
GST - Payment	\$0.00	\$0.00	\$7.80
Garden	\$11,380.55	\$14,000.00	\$13,900.94
Garden - Lawnmowing	\$3,150.00	\$3,000.00	\$3,000.00
General Repairs & Maintenance	\$18,909.60	\$30,000.00	\$25,364.91
Gym Equipment	\$2,356.00	\$2,675.00	\$2,477.00
Insurance - Premium Common	\$28,681.32	\$30,000.00	\$27,401.30
Landgate Fees & Charges	\$0.00	\$0.00	\$51.27
Legal & Debt Collection Charges	\$0.00	\$0.00	\$1,497.73
Lift Contract	\$17,821.11	\$14,000.00	\$12,664.75
Lift Telephone	\$0.00	\$0.00	\$37.00
Management Fee	\$11,580.80	\$13,000.00	\$17,199.53
Meeting Rooms & Expenses	\$0.00	\$0.00	\$40.00
Pest Services	\$480.00	\$700.00	\$680.00
Plumbing	\$4,069.03	\$5,000.00	\$760.43
Pool - Maintenance	\$8,790.51	\$10,000.00	\$9,054.63

Income and Expenditure Statement - S/Plan 50620
"WOODLEY APARTMENTS"
337 LORD STREET, HIGHGATE, WA 6003
For the Financial Period 01/04/2024 to 31/03/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Pool - Repairs	\$0.00	\$0.00	\$1,090.49
Prior Period Correction	\$0.00	\$0.00	\$543.00
Security - Maintenance	\$6,802.25	\$6,000.00	\$3,026.50
Sundry Expenses	\$0.00	\$0.00	\$1,000.00
Utility - Electricity (Recovered)	\$13,497.12	\$11,500.00	\$11,144.89
Utility - Gas	\$7,415.76	\$6,000.00	\$5,493.26
Utility - Water	\$10,907.33	\$11,000.00	\$8,618.45
WHS Compliance & Safety	\$60.00	\$0.00	\$87.27
Total Administrative Fund Expenses	\$176,339.31	\$192,245.00	\$182,103.17
Administrative Fund Surplus/Deficit	\$17,991.06	\$(427.00)	\$16,843.97
Opening Balance for the period	\$62,034.49	\$0.00	\$45,190.52
Closing Balance for the period	\$80,025.55	\$(427.00)	\$62,034.49

Income and Expenditure Statement - S/Plan 50620

"WOODLEY APARTMENTS"

337 LORD STREET, HIGHGATE, WA 6003

For the Financial Period 01/04/2024 to 31/03/2025

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$21.45	\$0.00	\$1.61
Reserve Levy Income	\$35,000.00	\$35,000.00	\$20,000.00
Total Reserve Fund Income	\$35,021.45	\$35,000.00	\$20,001.61
Expenses			
10 Year Maintenance Plan	\$29,912.00	\$35,000.00	\$53,960.00
Income Tax	\$0.00	\$0.00	\$7.80
Total Reserve Fund Expenses	\$29,912.00	\$35,000.00	\$53,967.80
Reserve Fund Surplus/Deficit	\$5,109.45	\$0.00	\$(33,966.19)
Opening Balance for the period	\$7,875.58	\$0.00	\$41,841.77
Closing Balance for the period	\$12,985.03	\$0.00	\$7,875.58

Proposed Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Administrative Fund

	Proposed Budget <small>(01/04/2025-31/03/2026)</small>	Current Actual <small>(01/04/2024-31/03/2025)</small>	Current Budget <small>(01/04/2024-31/03/2025)</small>
--	--	---	---

Income

Administrative Levy Income	\$191,818.00	\$191,818.32	\$191,818.00
Income - Section 110 Certificate	\$0.00	\$840.00	\$0.00
Interest on Overdues	\$0.00	\$257.85	\$0.00
Recovery - Access Device	\$0.00	\$1,157.46	\$0.00
Recovery - Legal & Debt Collection	\$0.00	\$256.74	\$0.00

Total Admin Fund Income

	\$191,818.00	\$194,330.37	\$191,818.00
--	--------------	--------------	--------------

Expense

Access Devices - Recovered	\$1,000.00	\$1,125.90	\$500.00
Accounting	\$500.00	\$250.00	\$100.00
Accounting - BAS Preparation	\$1,250.00	\$1,000.00	\$1,250.00
Agency - Additional Services	\$330.00	\$331.81	\$320.00
Agency - Section 110 Certificates - Recovered	\$0.00	\$865.46	\$0.00
Cleaning Service - General	\$18,700.00	\$18,285.00	\$18,000.00
Cost Recovery Expense	\$250.00	\$256.74	\$200.00
Electrical Repairs	\$5,000.00	\$2,069.46	\$5,000.00
Fire Protection - Contract	\$10,000.00	\$6,253.56	\$10,000.00
Garden	\$14,000.00	\$11,380.55	\$14,000.00
Garden - Lawnmowing	\$3,000.00	\$3,150.00	\$3,000.00
General Repairs & Maintenance	\$30,000.00	\$18,909.60	\$30,000.00
Gym Equipment	\$2,675.00	\$2,356.00	\$2,675.00
Insurance - Premium Common	\$40,000.00	\$28,681.32	\$30,000.00
Lift Contract	\$14,000.00	\$17,821.11	\$14,000.00
Management Fee	\$13,000.00	\$11,580.80	\$13,000.00
Pest Services	\$600.00	\$480.00	\$700.00
Plumbing	\$5,000.00	\$4,069.03	\$5,000.00
Pool - Maintenance	\$10,000.00	\$8,790.51	\$10,000.00
Security - Maintenance	\$6,500.00	\$6,802.25	\$6,000.00
Utility - Electricity (Recovered)	\$13,000.00	\$13,497.12	\$11,500.00
Utility - Gas	\$7,100.00	\$7,415.76	\$6,000.00
Utility - Water	\$12,000.00	\$10,907.33	\$11,000.00
WHS Compliance & Safety	\$0.00	\$60.00	\$0.00

Total Admin Fund Expense

	\$207,905.00	\$176,339.31	\$192,245.00
--	--------------	--------------	--------------

TOTAL ADMIN LEVY INCOME

	\$191,818.00	\$191,818.32	\$191,818.00
--	--------------	--------------	--------------

ADD: ADMIN GST

	\$19,181.80	\$19,181.80	\$19,181.80
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TOTAL ADMIN BUDGET

	\$210,999.80	\$210,999.80	\$210,999.80
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Proposed Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Reserve Fund

Proposed Budget (01/04/2025-31/03/2026)	Current Actual (01/04/2024-31/03/2025)	Current Budget (01/04/2024-31/03/2025)
--	---	---

Income

Interest on Overdues	\$0.00	\$21.45	\$0.00
Reserve Levy Income	\$35,000.00	\$35,000.00	\$35,000.00

Total Reserve Fund Income

\$35,000.00	\$35,021.45	\$35,000.00
--------------------	--------------------	--------------------

Expense

10 Year Maintenance Plan	\$35,000.00	\$29,912.00	\$35,000.00
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Total Reserve Fund Expense

\$35,000.00	\$29,912.00	\$35,000.00
--------------------	--------------------	--------------------

TOTAL RESERVE LEVY INCOME

\$35,000.00	\$35,000.00	\$35,000.00
--------------------	--------------------	--------------------

ADD: RESERVE GST

\$3,500.00		\$3,500.00
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TOTAL RESERVE BUDGET

\$38,500.00		\$38,500.00
--------------------	--	--------------------

Proposed Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Budget Summary (01/04/2025-31/03/2026)

	Proposed	1st Instalment 01/04/2025	2nd Instalment 01/07/2025	3rd Instalment 01/10/2025	4th Instalment 01/01/2026	TOTAL (01/04/2025-31/03/2026)	Next Pre Issue 01/04/2026
Administrative Fund	\$210,999.80	\$52,666.70	\$52,666.70	\$52,833.30	\$52,833.30	\$211,000.00	\$52,833.30
Reserve Fund	\$38,500.00	\$11,000.00	\$9,630.00	\$8,935.10	\$8,935.10	\$38,500.20	\$8,935.10
Contribution Schedule Total	\$249,499.80	\$63,666.70	\$62,296.70	\$61,768.40	\$61,768.40	\$249,500.20	\$61,768.40
Amount to Collect	\$249,499.80	\$63,666.70	\$62,296.70	\$61,768.40	\$61,768.40	\$249,500.20	\$61,768.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Proposed Budget for Strata Company 50620
WOODLEY APARTMENTS, 337 Lord Street HIGHGATE

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Owner Summary (01/04/2025-31/03/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/04/2025	2nd Instalment 01/07/2025	3rd Instalment 01/10/2025	4th Instalment 01/01/2026	TOTAL (01/04/2025-31/03/2026)	Next Pre Issue 01/04/2026
25	1, 15							
		Admin	\$1,316.65	\$1,316.65	\$1,320.82	\$1,320.82	\$5,274.94	\$1,320.82
		Reserve	\$275.00	\$240.75	\$223.38	\$223.38	\$962.51	\$223.38
		Owner Total	\$1,591.65	\$1,557.40	\$1,544.20	\$1,544.20	\$6,237.45	\$1,544.20
31	2, 3							
		Admin	\$1,632.65	\$1,632.67	\$1,637.81	\$1,637.81	\$6,540.94	\$1,637.81
		Reserve	\$341.00	\$298.53	\$276.99	\$276.99	\$1,193.51	\$276.99
		Owner Total	\$1,973.65	\$1,931.20	\$1,914.80	\$1,914.80	\$7,734.45	\$1,914.80
32	4, 16, 17, 18							
		Admin	\$1,685.35	\$1,685.34	\$1,690.68	\$1,690.68	\$6,752.05	\$1,690.68
		Reserve	\$352.00	\$308.16	\$285.92	\$285.92	\$1,232.00	\$285.92
		Owner Total	\$2,037.35	\$1,993.50	\$1,976.60	\$1,976.60	\$7,984.05	\$1,976.60
35	5, 8, 19, 20, 21, 22							
		Admin	\$1,843.35	\$1,843.35	\$1,849.17	\$1,849.17	\$7,385.04	\$1,849.17
		Reserve	\$385.00	\$337.05	\$312.73	\$312.73	\$1,347.51	\$312.73
		Owner Total	\$2,228.35	\$2,180.40	\$2,161.90	\$2,161.90	\$8,732.55	\$2,161.90
34	6, 7							
		Admin	\$1,790.65	\$1,790.68	\$1,796.31	\$1,796.31	\$7,173.95	\$1,796.31
		Reserve	\$374.00	\$327.42	\$303.79	\$303.79	\$1,309.00	\$303.79
		Owner Total	\$2,164.65	\$2,118.10	\$2,100.10	\$2,100.10	\$8,482.95	\$2,100.10
37	9, 12, 23, 24, 25, 26							
		Admin	\$1,948.65	\$1,948.64	\$1,954.85	\$1,954.85	\$7,806.99	\$1,954.85
		Reserve	\$407.00	\$356.31	\$330.60	\$330.60	\$1,424.51	\$330.60
		Owner Total	\$2,355.65	\$2,304.95	\$2,285.45	\$2,285.45	\$9,231.50	\$2,285.45

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Balance Sheet - S/Plan 50620
"WOODLEY APARTMENTS"
337 LORD STREET, HIGHGATE, WA 6003
For the Financial Period 01/04/2024 to 31/03/2025

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank			
Lord Street 337 SP 50620	\$104,728.21	\$18,857.89	\$123,586.10
GST Paid	\$2,891.67	\$0.14	\$2,891.81
GST Unpaid	\$(270.57)	\$0.00	\$(270.57)
Levies Receivable	\$1,843.35	\$385.00	\$2,228.35
Total Assets	\$109,192.66	\$19,243.03	\$128,435.69
Liabilities			
Accounts Paid in Advance	\$308.00	\$0.00	\$308.00
Accounts Payable	\$(2,976.33)	\$0.00	\$(2,976.33)
GST Collected	\$7,020.97	\$1,443.00	\$8,463.97
GST Uncollected	\$(2,327.93)	\$(443.00)	\$(2,770.93)
Paid in Advance	\$27,142.40	\$5,258.00	\$32,400.40
Total Liabilities	\$29,167.11	\$6,258.00	\$35,425.11
Net Assets	\$80,025.55	\$12,985.03	\$93,010.58
Owners Funds			
Opening Balance	\$62,034.49	\$7,875.58	\$69,910.07
Net Income For The Period	\$17,991.06	\$5,109.45	\$23,100.51
Total Owners Funds	\$80,025.55	\$12,985.03	\$93,010.58



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 07 February 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	SP 50620	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	05GS018153	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 31 December 2024, Local Standard Time
	To:	4.00pm on 31 December 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	337 Lord Street, Highgate WA 6003	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 21,824,103
	Common Contents	AUD 218,241
	Catastrophe	AUD 6,612,703
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 3,273,615	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 31,928,663	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

10-YEAR PLAN

& CONDITION REPORT

1 June 2021

337 Lord Street,
Highgate WA 6003

Strata Plan No: S050620
Year Built: Approx. 2008



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1. General Items

Woodley Apartments

Address	337 Lord Street, Highgate WA 6003
Strata Plan No.	S050620
Number of Lots	28
Strata Management Company	Jonathon O'Connor
Strata Manager	i.fresh Strata Management
Date of Inspection	27 April 2021
Weather Conditions	Sunny
Period of Plan	1 June 2021 - 31 May 2041
Plan Prepared	Daniel Sienkiel - Quantity Surveyor, BAppSc (ConM) Asset Reports QS Pty Ltd 2/186 Scarborough Beach Rd, Mount Hawthorn WA 6016
Condition Report Prepared	Lachlan Deshon - Registered Builder, Builders Registration #14312 Home Integrity Building Consultants Pty Ltd 196 Scarborough Beach Rd, Doubleview WA 6018

2. Building Details

General Building Details

Year Construction Completed	2008
Builder	Matrix Constructions WA Pty Ltd
Builder Warranty Length	N/A
Builder Warranty Expiry	N/A

Building Materials

Building Structure	Precast Concrete, Masonry
Rendering	Yes, partial
Painting	Yes
Roof	Steel frame structure, Metal roof cover
Facia	Metal
Gutters	Metal
Downpipes	External and internally concealed
Boundary Fence	Brick masonry fence
Driveway	Brick paved
Visitors Parking	Yes
Line Marking	Yes
Council Verge Crossover	Yes
Handrails & Balustrades	Metal handrails and balustrades. Metal balustrades with glass inserts to balconies
Common Area Lighting	Freestanding bollard and wall mounted lights
Basement Lighting	Fluorescent lights

2. Building Details (cont.)

OBSERVATIONS

High Risk Observations

Refer to Strata Condition Report.

Low Risk Observations

Refer to Strata Condition Report.

10-YEAR PLAN SPECIFICS

Exclusions & Limitations

The following areas were inaccessible at time of inspection:

Access issue 1: Electrical sub-station - No Access, Locked with Western Power lock, no key available.

Access issue 2: Electrical meter roller door - No Access, Keys supplied do not appear to work on padlock.

Access issue 3: Bin store east building - No Access, No key available for locked door.

Estimates/forecasts - provided in this plan are merely opinions of possible costs based on the knowledge and experience of Asset Reports QS & Home Integrity Building Consultants. Estimates/forecasts are not a guarantee or quotation for work to be carried out.

Quotes / Service Contractor Documents Reviewed

Cunningham Building Consultancy Report - dated 22/07/2017

Fire Shield Services - Asset Register & Condition Report

Thyssenkrupp - Service Docket - dated 17/09/2020

3A. Reserve Fund Summary - Current Funding Levels

Woodley Apartments

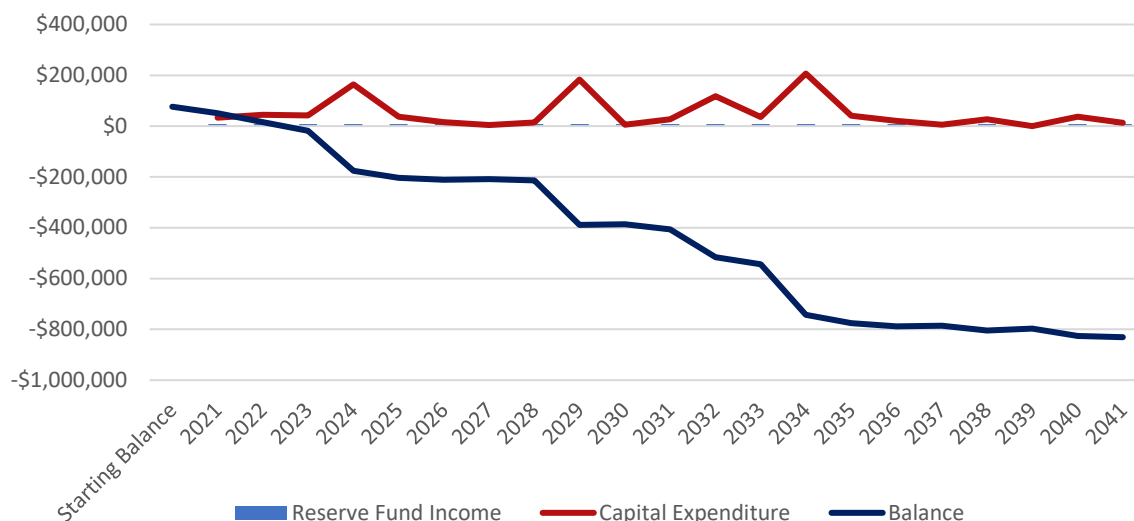
337 Lord Street, Highgate WA 6003

Total Unit Entitlement	1000
Levy Contribution per UE	\$8.00
Capital Expenditure - Escalation P.A.	2.5%

Table A. Current Funding Levels

Year	Reserve Fund Income	Capital Expenditure	Balance
Starting Balance	\$0		\$76,291
2021	\$8,000	\$32,819	\$51,472
2022	\$8,000	\$44,075	\$15,397
2023	\$8,000	\$42,025	-\$18,628
2024	\$8,000	\$164,764	-\$175,392
2025	\$8,000	\$36,647	-\$204,039
2026	\$8,000	\$15,613	-\$211,652
2027	\$8,000	\$4,639	-\$208,291
2028	\$8,000	\$14,026	-\$214,318
2029	\$8,000	\$182,760	-\$389,078
2030	\$8,000	\$5,870	-\$386,948
2031	\$8,000	\$27,266	-\$406,213
2032	\$8,000	\$118,088	-\$516,301
2033	\$8,000	\$35,640	-\$543,941
2034	\$8,000	\$206,777	-\$742,717
2035	\$8,000	\$40,976	-\$775,694
2036	\$8,000	\$20,566	-\$788,260
2037	\$8,000	\$5,938	-\$786,198
2038	\$8,000	\$27,085	-\$805,282
2039	\$8,000	\$0	-\$797,282
2040	\$8,000	\$36,609	-\$825,891
2041	\$8,000	\$13,109	-\$831,000

Chart A. Current Funding Levels



3B. Reserve Fund Summary - Increasing Levy Contribution

Woodley Apartments

337 Lord Street, Highgate WA 6003

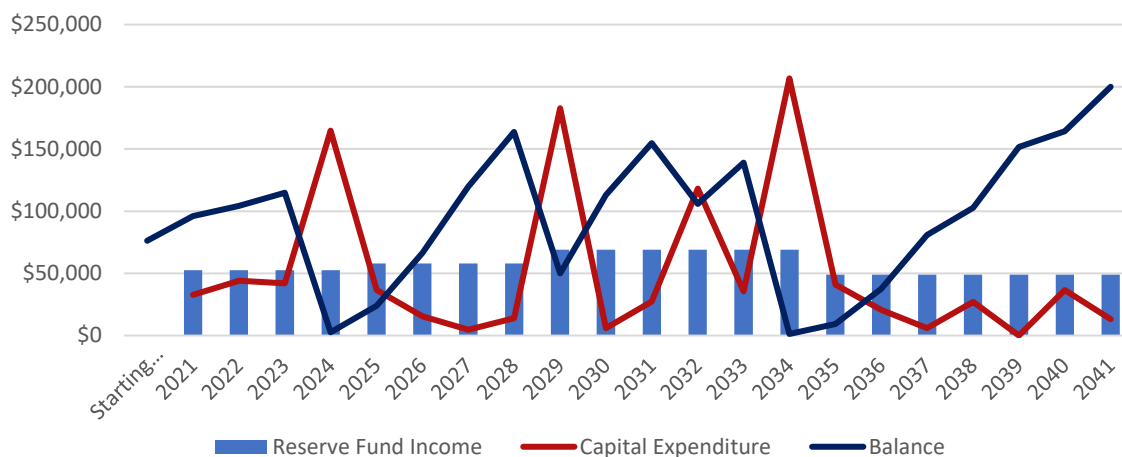
Levy Contribution per UE

Total Unit Entitlement	1000	Year 2021 - 2024	\$52.50
Cap. Exp. - Escalation P.A.	2.5%	Year 2025 - 2028	\$58.00
		Year 2029 - 2034	\$69.00
		Year 2035 - 2041	\$49.00

Table B. Increasing Levy Contribution

Year	Reserve Fund Income	Capital Expenditure	Balance
Starting Balance	\$0		\$76,291
2021	\$52,500	\$32,819	\$95,972
2022	\$52,500	\$44,075	\$104,397
2023	\$52,500	\$42,025	\$114,872
2024	\$52,500	\$164,764	\$2,608
2025	\$58,000	\$36,647	\$23,961
2026	\$58,000	\$15,613	\$66,348
2027	\$58,000	\$4,639	\$119,709
2028	\$58,000	\$14,026	\$163,682
2029	\$69,000	\$182,760	\$49,922
2030	\$69,000	\$5,870	\$113,052
2031	\$69,000	\$27,266	\$154,787
2032	\$69,000	\$118,088	\$105,699
2033	\$69,000	\$35,640	\$139,059
2034	\$69,000	\$206,777	\$1,283
2035	\$49,000	\$40,976	\$9,306
2036	\$49,000	\$20,566	\$37,740
2037	\$49,000	\$5,938	\$80,802
2038	\$49,000	\$27,085	\$102,718
2039	\$49,000	\$0	\$151,718
2040	\$49,000	\$36,609	\$164,109
2041	\$49,000	\$13,109	\$200,000

Chart B. Increasing Levy Contribution



3C. Reserve Fund Summary - Raising Capital

Woodley Apartments
337 Lord Street, Highgate WA 6003

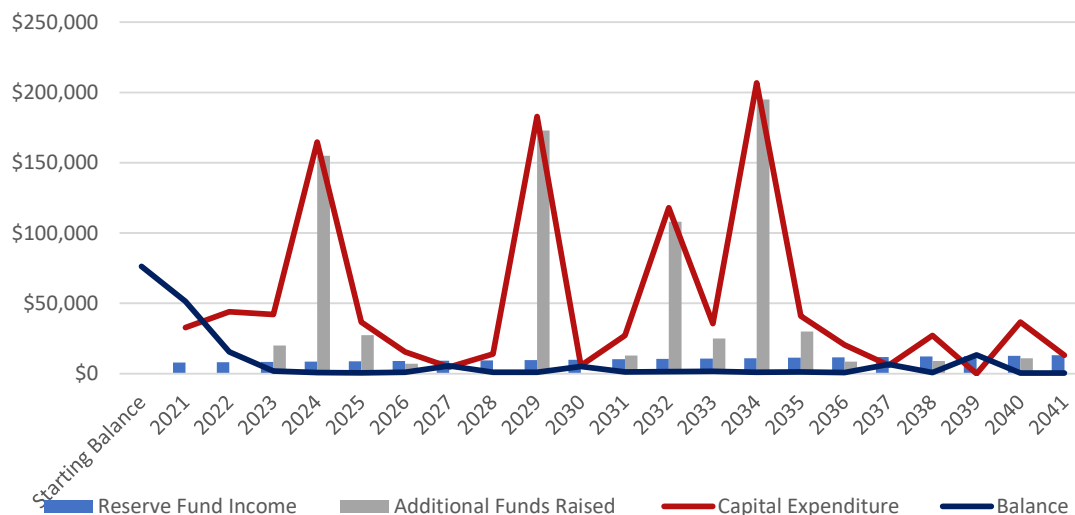
Total Unit Entitlement	1000
Levy Contribution per UE	\$8.00
Escalation for Levies & Capital Expenditure P.A.	2.5%

Table C. Raising Capital

*Raising capital refers to additional funds raised either internally by lot owners or externally through capital source (i.e. Loan from Financial Institution).

Year	Reserve Fund Income	Additional Funds Raised	Capital Expenditure	Balance
Starting Balance	\$0			\$76,291
2021	\$8,000	\$0	\$32,819	\$51,472
2022	\$8,200	\$0	\$44,075	\$15,597
2023	\$8,405	\$20,000	\$42,025	\$1,977
2024	\$8,615	\$155,000	\$164,764	\$828
2025	\$8,831	\$27,500	\$36,647	\$512
2026	\$9,051	\$7,000	\$15,613	\$950
2027	\$9,278	\$0	\$4,639	\$5,588
2028	\$9,509	\$0	\$14,026	\$1,071
2029	\$9,747	\$173,000	\$182,760	\$1,058
2030	\$9,991	\$0	\$5,870	\$5,179
2031	\$10,241	\$13,000	\$27,266	\$1,154
2032	\$10,497	\$108,000	\$118,088	\$1,563
2033	\$10,759	\$25,000	\$35,640	\$1,683
2034	\$11,028	\$195,000	\$206,777	\$934
2035	\$11,304	\$30,000	\$40,976	\$1,262
2036	\$11,586	\$8,500	\$20,566	\$782
2037	\$11,876	\$0	\$5,938	\$6,720
2038	\$12,173	\$9,000	\$27,085	\$808
2039	\$12,477	\$0	\$0	\$13,286
2040	\$12,789	\$11,000	\$36,609	\$466
2041	\$13,109	\$0	\$13,109	\$466

Chart C. Raising Capital



4A. Capital Expenditure

Woodley Apartments

337 Lord Street, Highgate WA 6003

As at 27 April 2021

Annual Escalation Rate (Year 1-20) 0.025

Items outlined below are Capital Expenditure recommendations based on the findings of the Strata Condition Report & Asset Reports Quantity Surveyors.

Note: *Total spend per year* figures at the end of this table are used in the Capital Expenditure column in *Tables A, B & C*.

Note: Maintenance and Repair items are considered non-capital expenditure therefore do not form part of this table. Refer to *4B. Maintenance and Repair*

Note: Items with an Asterisk (*) meaning it is optional to repair or replace. However, we have included these items as expenditure in the table below. (i.e. Value Engineering or Questionnaire wishlist item)

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
BUILDING MATERIALS	Roofs - Roof Exterior	10	2023	\$7,500	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Roof Exterior <u>Action</u> : Re-new waterproofing to concrete lift core and electrical plant room roofs; Install Dry-pan flashings to penetrations where ponding is occurring on roofs (Ref. page 7) <u>Note</u> : Year 2033 - Recurring allowance for repairs to roof exterior as required.			\$7,880				
	Roofs - Gutters	15	2021	\$2,500	Home Integrity Building Consultants	<u>Covered item(s)</u> : Gutters <u>Action</u> : Clean gutters; Treat rust spots; Install sump guards to prevent blockages on lower roofs (Ref. page 8-10)	\$2,500						
	Roofs - Gutters (2)	15	2035	\$20,000	ARQS	<u>Covered item(s)</u> : Gutters <u>Action</u> : Replace gutters to East & West building.							
	Roofs - Flashings	15	2026	\$1,600	Home Integrity Building Consultants	<u>Covered item(s)</u> : Flashings <u>Action</u> : Replace damaged flashing at pool area; Re-seal flashings (Ref. page 11-12)						\$1,810	
	Roofs - Penetrations	10	2026	\$3,000	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Penetrations <u>Action</u> : Replace Dektite penetration flashings; Reseal penetrations (Ref. page 13-14) <u>Note</u> : Year 2036 - Recurring allowance to replace flashings and reseal where required.						\$3,394	
	Walls - Exterior Walls	10	2023	\$15,000	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Exterior Walls <u>Action</u> : Repair damage to external rendered wall finishes (Ref. page 15-17) <u>Note</u> : Year 2033 - Recurring allowance to repair damage and repaint as required.			\$15,759				

4A. Capital Expenditure

Woodley Apartments
337 Lord Street, Highgate WA 6003

As at 27 April 2021
Annual Escalation Rate (Year 1-20) 0.025

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
BUILDING MATERIALS	Roofs - Roof Exterior	10	2023	\$7,500						\$10,087								
	Roofs - Gutters	15	2021	\$2,500														
	Roofs - Gutters (2)	15	2035	\$20,000								\$28,259						
	Roofs - Flashings	15	2026	\$1,600														
	Roofs - Penetrations	10	2026	\$3,000									\$4,345					
	Walls - Exterior Walls	10	2023	\$15,000						\$20,173								

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
BUILDING MATERIALS	Walls - Large Scale Exterior Painting	10	2024	\$150,000	Perrott Painting	<u>Covered item(s)</u> : Large scale painting, Pergolas <u>Action</u> : Carry out Large scale repainting to external areas (Ref. page 18-20) Re-coat timber pergola structure at pool area; Treat rust and re-paint steel pergola structures (Ref. page 70)				\$161,534			
	Walls - Interior	10	2025	\$9,000	ARQS	<u>Covered item(s)</u> : Interior Common walls, Ceilings <u>Action</u> : Allowance to prepare and repaint internal walls, Ceilings to corridors of individual levels and Mail Room.					\$9,934		
	Walls - Feature tiling	15	2023	\$6,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Feature tiling and signage <u>Action</u> : Replace damaged tiles at entry gate; Replace damaged signage; Install capping flashing to tiled blade walls; Clean efflorescence staining from tiled blade walls (Ref. page 21-23)			\$6,304				
	Walls - Mastic Joints	15	2025	\$17,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Mastic joints <u>Action</u> : Re-new mastics seal to precast concrete panels (Ref. page 24-25)					\$18,765		
	Walls - Retaining	10	2023	\$6,500	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Retaining walls, Planter boxes <u>Action</u> : Re-waterproof planter box at entry gate; Refer to Cunningham Building Consultants report 4 July 2017 for actions required to retaining wall on NW boundary; Undertake invasive testing to confirm source of water leak at PT1 planter box and provide scope of work to rectify (Ref. page 26-28) <u>Note</u> : Refer to condition report for details of recommended contractor to carry out invasive testing. <u>Note</u> : Year 2033 - Allowance for specialist to investigate walls and planter boxes (Present value \$1,500)			\$6,829				
	Walls - Waterproofing	10	2021	\$5,000	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Water proofing <u>Action</u> : Clean efflorescence from waterproofing in pool plant room and monitor for any reoccurrence; Undertake invasive inspection to determine source and cause of water ingress to undercroft area, and provide scope to rectify (Ref. page 29-30) <u>Note</u> : Refer to condition report for details of recommended contractor to carry out invasive testing. <u>Note</u> : Year 2031 - Allowance for specialist to investigate sources of water ingress to undercrofts (Present value \$1,500)	\$5,000						
	Floors - Exterior Concrete	15	2022	\$1,500	Home Integrity Building Consultants	<u>Covered item(s)</u> : Exterior Concrete <u>Action</u> : Remove and replace podium slab topping on exposed east boundary; Repair / treat rusting steel reinforcement in pool plant room (Ref. page 31)		\$1,538					

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
BUILDING MATERIALS	Walls - Large Scale Exterior Painting	10	2024	\$150,000							\$206,777							
	Walls - Interior	10	2025	\$9,000								\$12,717						
	Walls - Feature tiling	15	2023	\$6,000											\$9,130			
	Walls - Mastic Joints	15	2025	\$17,000													\$27,177	
	Walls - Retaining	10	2023	\$6,500						\$2,017								
	Walls - Waterproofing	10	2021	\$5,000				\$1,920										
	Floors - Exterior Concrete	15	2022	\$1,500														

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
BUILDING MATERIALS	Floors - Waterproofing	15	2029	\$150,000	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Water proofing</p> <p><u>Action</u>: Repair water leak at soffit penetration over car bay 6; Remove failed balcony tiling systems. Re-new waterproofing and tiling systems; Undertake invasive inspection of balconies to determine cause of failures and provide scope of work to rectify (Ref. page 32-35)</p> <p><u>Note</u>: For budgeting purposes, the following cost assumptions have been made: Cost for repair of water leak; Cost for removing failed balcony tiling systems, then re-newing waterproofing and tiling systems estimated at \$21,000 per balcony - 6 in total, and pool concourse.</p> <p><u>Note</u>: Refer to condition report for details of recommended contractor to carry out invasive testing.</p>							
	Floors - Waterproofing (2)	10	2021	\$800	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Water proofing</p> <p><u>Action</u>: Undertake invasive inspection to determine cause of moisture ingress to soffit / wall below pool area concourse and provide scope of work to rectify (Ref. page 36-37)</p>	\$800						
	Floor Tiles	15	2025	\$1,200	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Floor tiles</p> <p><u>Action</u>: Renew grout to pool area tiles; Replace 'drummy' tiles (Ref. page 39-40)</p>					\$1,325		
	Carpets	10	2028	\$11,000	ARQS	<p><u>Covered item(s)</u>: Carpet</p> <p><u>Action</u>: Remove and replace carpet to individual levels of West and East building corridors, Gym & Bike Store.</p>							
	Exterior Ceilings	20	2022	\$40,000	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Exterior Ceiling</p> <p><u>Action</u>: Repair water damaged external ceilings of building A, and B. (Makerite quote 8 June 2020); Repair water damaged external ceilings of pool building; Install flashings to the perimeter of roofs to prevent water affecting ceiling sheets after repair (Ref. page 41-42)</p>		\$41,000					
	Driveway & parking areas - Driveway	15	2026	\$5,000	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Driveway</p> <p><u>Action</u>: Uplift and relay areas of subsided pavements; Remove tree roots from paving substrate where required; Remove and replace palm trees under PT4 with smaller plant type (Ref. page 43-45)</p>						\$5,657	
	Driveway & parking areas - Line Marking	10	2028	\$800	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Line Marking</p> <p><u>Action</u>: Line marking is wearing off in visitor parking bays. Renew line marking (Ref. page 46)</p>							
	Driveway & parking areas - Impact Protection	10	2021	\$600	Home Integrity Building Consultants	<p><u>Covered item(s)</u>: Impact Protection</p> <p><u>Action</u>: Install impact protection to corner of building at entry gate (Ref. page 48)</p>	\$600						

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
BUILDING MATERIALS	Floors - Waterproofing	15	2029	\$150,000		\$182,760												
	Floors - Waterproofing (2)	10	2021	\$800														
	Floor Tiles	15	2025	\$1,200													\$1,918	
	Carpets	10	2028	\$11,000	\$13,076										\$16,738			
	Exterior Ceilings	20	2022	\$40,000														
	Driveway & parking areas - Driveway	15	2026	\$5,000														\$8,193
	Driveway & parking areas - Line Marking	10	2028	\$800	\$951										\$1,217			
	Driveway & parking areas - Impact Protection	10	2021	\$600														

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
BUILDING MATERIALS	Footpaths & steps	15	2021	\$2,500	Home Integrity Building Consultants, ARQS	<u>Covered item(s):</u> Footpaths <u>Action:</u> Repair paving affected by tree roots; Replace water damaged paving (Ref. page 49-50) <u>Note:</u> Year 2036 - Allowance for future uplift and replacement of sections of footpath paving where required (Present Value \$10,000)	\$2,500						
	Doors	10	2021	\$3,000	Home Integrity Building Consultants, ARQS	<u>Covered item(s):</u> Doors <u>Action:</u> Replaced fire hydrant booster doors; Replace gas meter cabinet door; Replace electrical substation doors; Repair Comms door level 2 of East building to operate smoothly; Repair binding Comms cabinet door outside unit 24 (Ref. page 51-52) <u>Note:</u> Year 2031 - Recurring allowance to repair/replace common doors where required.	\$3,000						
	Doors - Smoke Seals	15	2021	\$3,600	Home Integrity Building Consultants	<u>Covered item(s):</u> Smoke Seals <u>Action:</u> Repair door smoke seals to engage with door all sides; Replace damaged door smoke seals (Ref. page 53-54)	\$3,600						
	Plant Room	20	2025	\$2,000	Home Integrity Building Consultants	<u>Covered item(s):</u> Plant Room <u>Action:</u> Repair damaged brickwork to electrical plant room (Ref. page 57)					\$2,208		
	Fences & gates	15	2026	\$3,000	Home Integrity Building Consultants	<u>Covered item(s):</u> Fences <u>Action:</u> Re-point cracked mortar joints; Reinstate missing masonry units (Ref. page 60-62)						\$3,394	
	Elevated balconies & walkways	20	2021	\$3,500	Home Integrity Building Consultants	<u>Covered item(s):</u> Balustrades, Balcony floor <u>Action:</u> Clean staining from walls; Seal balcony upstand at wall junction (Ref. page 64)	\$3,500						
	Utility conduits & services	15	2022	\$1,500	Home Integrity Building Consultants	<u>Covered item(s):</u> Plumbing pipes <u>Action:</u> Replace rusted exhaust vents; Apply protective coating to metal plumbing pipes in pool plant room (Ref. page 72-73)		\$1,538					
	Lighting - Individual Level	10	2031	\$3,200	ARQS	<u>Covered item(s):</u> Individual Levels - Lighting <u>Action:</u> Allowance to replace/upgrade wall mounted common area lights to individual levels of East and West building.							
	Lighting - Basement & Common	10	2031	\$7,600	ARQS	<u>Covered item(s):</u> Basements, External Common Lighting <u>Action:</u> Allowance to replace/upgrade basement ceiling mounted lights, external common sensor lights and wall mounted shades. <u>Note:</u> No allowance for Pool area up/down light fittings in estimate.							
	Lighting - Bollards	10	2030	\$4,700	ARQS	<u>Covered item(s):</u> External Common, Bollard lights <u>Action:</u> Allowance to replace/upgrade deteriorated bollard lights to external common areas.							

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
BUILDING MATERIALS	Footpaths & steps	15	2021	\$2,500									\$14,483					
	Doors	10	2021	\$3,000				\$3,840										
	Doors - Smoke Seals	15	2021	\$3,600														
	Plant Room	20	2025	\$2,000														
	Fences & gates	15	2026	\$3,000														\$4,916
	Elevated balconies & walkways	20	2021	\$3,500														
	Utility conduits & services	15	2022	\$1,500														
	Lighting - Individual Level	10	2031	\$3,200				\$4,096										
	Lighting - Basement & Common	10	2031	\$7,600				\$9,729										
	Lighting - Bollards	10	2030	\$4,700			\$5,870										\$7,514	

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
ACCESS & EGRESS	Lifts	30	2032	\$90,000	ARQS	<u>Covered item(s)</u> : Lift refurbishment <u>Action</u> : Allowance for medium level refurbishment to 2x passenger lifts (Lift cars and entrance doors). <u>Note</u> : Assumption based on lifts approaching 25 year service life. \$25/sqm refurbishment rate.							
	Gates	10	2026	\$1,200	Home Integrity Building Consultants	<u>Covered item(s)</u> : Gates <u>Action</u> : Re-coat timber slats to Entry gates with protective coating (Ref. page 63)						\$1,358	
	Gate motors	10	2027	\$4,000	ARQS	<u>Covered item(s)</u> : Gate Motors <u>Action</u> : Replace gate motor arms and sensors to vehicle entry gate.							\$4,639
HEALTH & WELLBEING	Outdoor Furniture	8	2025	\$2,500	ARQS	<u>Covered item(s)</u> : Outdoor Furniture <u>Action</u> : Allowance to replace pool area low laying chairs and dining chairs as required.					\$2,760		
	Swimming Pool	10	2021	\$3,700	Home Integrity Building Consultants, ARQS	<u>Covered item(s)</u> : Swimming pool <u>Action</u> : Renew warning signage at pool; Repair BBQ; Replace aluminium angles either side of waterfall; Clean pool / waterfall tiles (Ref. page 77-78) <u>Note</u> : Year 2031 - Recurring allowance for future swimming pool area repairs as required. (Present Value \$6,000)	\$3,700						
	Swimming Pool - Spa	10	2024	\$3,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Spa <u>Action</u> : Spa floor servicing is damaged. Repair floor surface (Ref. page 79)				\$3,231			
HVAC	Ventilation	15	2021	\$1,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Louvers (passive ventilation) <u>Action</u> : Repair adjacent wall surface to louver; Refit louvred panel at visitor carpark; Clean out louver base at AC area and install weep holes in sill; Repair BBQ vent (Ref. page 66-67)	\$1,000						
SECURITY & SAFETY	Fire Services	20	2021	\$3,619	Home Integrity Building Consultants	<u>Covered item(s)</u> : FIP (Fire Indicator Panel), Fire Hose Reels <u>Action</u> : Engage fire services contractor to undertake 5 yearly hydrant overhaul (Ref. page 68-69)	\$3,619						

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
ACCESS & EGRESS	Lifts	30	2032	\$90,000					\$118,088									
	Gates	10	2026	\$1,200									\$1,738					
	Gate motors	10	2027	\$4,000										\$5,938				
HEALTH & WELLBEING	Outdoor Furniture	8	2025	\$2,500						\$3,362								
	Swimming Pool	10	2021	\$3,700				\$7,681										
	Swimming Pool - Spa	10	2024	\$3,000														
HVAC	Ventilation	15	2021	\$1,000														
SECURITY & SAFETY	Fire Services	20	2021	\$3,619														

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
ENERGY & RESOURCES	Reticulation	15	2021	\$3,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Reticulation <u>Action</u> : Replace planterbox irrigation sprinkler heads with drip feed system (Ref. page 81-82)	\$3,000						
OWNER & RESIDENT SERVICES	Utility Rooms	20	2023	\$5,000	Home Integrity Building Consultants	<u>Covered item(s)</u> : Post box and NBN plant room <u>Action</u> : Reseal/waterproof external wall around utility room; Makegood and repaint internal walls (Ref. page 85-86)			\$5,253				
	Garbage disposal	15	2025	\$1,500	ARQS	<u>Covered item(s)</u> : Garbage disposal (bin store), Ventilation <u>Action</u> : Bin room has foul odour. Consider replacing existing fan with appropriate ventilation allowing continuous airflow (Ref. page 59)					\$1,656		
TOTAL SPEND PER YEAR							\$32,819	\$44,075	\$42,025	\$164,764	\$36,647	\$15,613	\$4,639

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
ENERGY & RESOURCES	Reticulation	15	2021	\$3,000														
OWNER & RESIDENT SERVICES	Utility Rooms	20	2023	\$5,000														
	Garbage disposal	15	2025	\$1,500														
TOTAL SPEND PER YEAR					\$14,026	\$182,760	\$5,870	\$27,266	\$118,088	\$35,640	\$206,777	\$40,976	\$20,566	\$5,938	\$27,085	\$0	\$36,609	\$13,109

4B. Maintenance and Repair

Woodley Apartments

337 Lord Street, Highgate WA 6003

As at 27 April 2021

Annual Escalation Rate (Year 1-20) 0.025

Items outlined below are Maintenance and Repair recommendations based on the findings of the Strata Condition Report & Asset Reports Quantity Surveyors.

Note: Maintenance and Repair items are considered non-capital expenditure therefore do not form part of the forecasts/calculations in *Tables A, B & C*.

Note: It is recommended for the Strata Company to engage with the relevant trade professional(s) to obtain quote pricing and further advice on frequency of maintenance required.

Facility Service Area	Item	Recommended Life (Years)	Frequency of action required	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
BUILDING MATERIALS	Roofs - Gutters	15	Periodic	Obtain quote from trade professional	Roof Plumber	<u>Covered item(s)</u> : Gutters <u>Action</u> : Recommend trade professional engaged to carry out periodic cleaning out of debris from gutters (Ref. page 10)	Obtain Quote						
	Floors - Internal Concrete	10	In 5-10 years, then as required	\$150	Home Integrity Building Consultants, Concrete Repair Specialist	<u>Covered item(s)</u> : Interior Concrete <u>Action</u> : Cracking to car park floor over construction joint west side of west building. Seal with Sikaflex Pro or similar (Ref. page 38)						\$170	
	Driveway & parking areas - Drainage	10	Now, then as required	\$600	Home Integrity Building Consultants, Plumber	<u>Covered item(s)</u> : Drainage <u>Action</u> : Clean out strip drain and associated pipe work at car park entry (Ref. page 47)	\$600						
	Lights	5	Now, then as required	\$1,200	Home Integrity Building Consultants, Electrician	<u>Covered item(s)</u> : Lights fittings <u>Action</u> : Straighten Bollard light in car parking area; Repair defective wall mounted lights; Repair lighting in bin store below pool (Ref. page 55-56)	\$1,200					Obtain Quote	
ACCESS & EGRESS	Lifts	15	Now, then as required	\$1,000	Home Integrity Building Consultants, Lift Technician	<u>Covered item(s)</u> : Lift cart internal condition <u>Action</u> : West building lift lights appear dim. Repair lighting to increase lux level (Ref. page 65)	\$1,000						
HEALTH & WELLBEING	Swimming pool - Safety barrier and gates	3	Now, then as required	\$300	Home Integrity Building Consultants, Fencing contractor	<u>Covered item(s)</u> : Safety barrier and gates <u>Action</u> : Pool gate does not self close and latch from any position. Repair gate so that it does self close and latch from any position (Ref. page 80)	\$300						

4B. Maintenance and Repair

Woodley Apartments

337 Lord Street, Highgate WA 6003

As at 27 April 2021

Annual Escalation Rate (Year 1-20) 0.025

Facility Service Area	Item	Recommended Life (Years)	Frequency of action required	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
BUILDING MATERIALS	Roofs - Gutters	15	Periodic	Obtain quote from trade professional														
	Floors - Internal Concrete	10	In 5-10 years, then as required	\$150														
	Driveway & parking areas - Drainage	10	Now, then as required	\$600														
	Lights	5	Now, then as required	\$1,200														
ACCESS & EGRESS	Lifts	15	Now, then as required	\$1,000														
HEALTH & WELLBEING	Swimming pool - Safety barrier and gates	3	Now, then as required	\$300														

Facility Service Area	Item	Recommended Life (Years)	Frequency of action required	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action	2021	2022	2023	2024	2025	2026	2027
ENERGY & RESOURCES	Utility conduits & services	20	In 2-5 years	\$300	Home Integrity Building Consultants, Electrician	<u>Covered item(s)</u> : Conduits <u>Action</u> : Re-fix conduit in gas meter cabinet; Replace corroded conduit brackets in pool plant room (Ref. page 71)			\$315				
	Solar Hot Water Units	10	In 5-10 years, then as required	\$600	Home Integrity Building Consultants, Plumber, Roof Plumber	<u>Covered item(s)</u> : Solar hot water units <u>Action</u> : Replace rusted brackets of the hot water unit pipework (Ref. page 83)						\$679	
	Hot Water Systems	12	Now, then as required	\$1,000	Home Integrity Building Consultants, Plumber	<u>Covered item(s)</u> : Hot Water Systems <u>Action</u> : Replace corroded components on hot water unit in east building plant room (Ref. page 74)	\$1,000						
	Electrical Systems - Other Sub Boards	10	Now, then as required	\$500	Home Integrity Building Consultants, Electrician	<u>Covered item(s)</u> : Other Sub Boards <u>Action</u> : Replace corroded cable protection and inspect cables (Ref. page 75)	\$500						
	Utility conduits & services - Satellite dish	10	In 5-10 years	\$500	Home Integrity Building Consultants, Electrician	<u>Covered item(s)</u> : Satellite dish <u>Action</u> : Replace mounting bracket of satellite dish on East building roof (Ref. page 84)							\$580
TOTAL SPEND PER YEAR							\$4,600	\$0	\$315	\$0	\$0	\$849	\$580

Facility Service Area	Item	Recommended Life (Years)	Frequency of action required	Estimate (ex GST)	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
ENERGY & RESOURCES	Utility conduits & services	20	In 2-5 years	\$300														
	Solar Hot Water Units	10	In 5-10 years, then as required	\$600														
	Hot Water Systems	12	Now, then as required	\$1,000														
	Electrical Systems - Other Sub Boards	10	Now, then as required	\$500														
	Utility conduits & services - Satellite dish	10	In 5-10 years	\$500														
TOTAL SPEND PER YEAR					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

4C. Works for Consideration

Woodley Apartments

337 Lord Street, Highgate WA 6003

As at 27 April 2021

Items outlined below are Capital Expenditure works for consideration for the Strata Company.

Note: These items were identified as recommendations for consideration in the Strata Condition Report and/or by Asset Reports Quantity Surveyors.

Note: *Works for Consideration* items are excluded from capital expenditure in section 4A, therefore it does not form part of the forecasts/calculations in Tables A, B & C.

Facility Service Area	Item	Recommended Life (Years)	Next Replacement	Estimate (ex GST)	Estimate supplied by third party	Estimate based on the following details of action
SECURITY & SAFETY	CCTV Security	10	Now	\$22,175	North Star Security	<u>Covered item(s)</u> : CCTV <u>Action</u> : For consideration: Installation of CCTV system to the complex. As per questionnaire, CoO expressed a preference to have CCTV installed in 2021 to boost security, North Star Security have quoted to provide an installation (Ref. page 76)
TOTAL PROPOSED SPEND				\$22,175		

5. Satellite Image



6. Special Conditions

The Building Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.

7. Service

Purpose of inspection & Condition Report

The purpose of the inspection & Condition report is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

Purpose of 10-Year Strata Plan

The purpose of the 10-Year Strata Plan is to aggregate the findings of the *Strata Building Condition Report* and provide advice to the Client regarding expected maintenance, repair, renewal or replacement expenditure over the duration of the Plan.

Combined, the Condition Report & 10-Year Strata Plan includes compliant information with the requirements outlined within regulation 77 of the Strata Titles (General) Regulations 2019.

Scope of inspection

The Condition Report/10-Year Strata Plan ("Report") only covers or deals with any evidence of: Conditions conducive to Structural Damage; collective (but not individual) Minor Defects discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site and is based on a visual examination of surface work (but excluding furniture and stored items), and the carrying out of Tests.

The Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in the Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering the Report or on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report and should seek further specialist advice relating to those works.

8. Limitations

The Client acknowledges:

1. The Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a special-purpose inspection report, which is adequately specified (see Exclusions below).
2. The Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
3. The inspection only covers the Readily Accessible Areas of the property. The inspection does not include areas, which are inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
4. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
5. The Report is to be produced for the use of the Client. The Consultant is not liable for any reliance placed on the Report by any third party.

9. Exclusions

The Client acknowledges that the Report does not cover, deal with or take responsibility for:

- (a) fire services, electrical, water or gas services;
- (b) detection of wood destroying insects such as termites and wood borers;
- (c) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (d) a review of environmental or health or biological risks such as toxic mould;
- (e) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (f) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

10. Reliance

This Report is not a building condition report; is not a defect report; and should not be relied upon in any way by a buyer of a lot in the Strata / Survey Strata scheme (**Scheme**) or relied upon by any third party.

This Report has been prepared at the date specified on the cover of the Report (**Preparation Date**) for the strata company of the Scheme (**Strata Company**); and for the sole purpose of enabling the Strata Company to comply with the Strata Company's requirements under section 100(2A) of the Strata Titles Act 1985 (**Act**), which is to:

- (a) assist the Strata Company in forecasting what maintenance, repairs, renewal or replacement may be required for the ten-year period from the Preparation Date of:
 - (i) some of the common property in the Scheme; and
 - (ii) some of the personal property of the Strata Company; and
- (b) to assist the Strata Company in estimating what amount of money may be required to spend on maintenance and repairs of the above items.

This Report only lists those items of common property in the Scheme (**Common Property**); and those items of personal property of the Strata Company (**Personal Property**); that the Strata Company, in its discretion under regulation 77(1)(e) of the Strata Titles (General) Regulations 2019 (**Regulations**), decided should be included within the Report (**Covered items**); and does not list all the Common Property and Personal Property.

Any statements in the Report relating to:

- (a) the present condition or operating state of a Covered item;
- (b) the date of installation, construction or acquisition of a Covered Item; and
- (c) the date on which an inspection of a Covered Item was last undertaken.

Collectively, **Statements** have either been: Made by the Strata Company; or approved by the Strata Company. Accordingly, any Statements should not be relied upon in any way by a third party.

The **Recommended Life** of a Covered Item listed in the Report is merely a rough estimate of the period before works specified in relation to that Covered Item may be required.

The **Action** recommended in the Report for a Covered Item is merely a suggestion of the type of work that may be required for that Covered Item.

The time frame when an Action may be undertaken (**Time Frame**) is merely a rough forecast of when that Action may be required to be done and it should be noted that this forecast was made at the Preparation Date.

Accordingly, statements on the Recommended Life, Action and Time Frame should not be relied upon by any third party.

The actual requirements for the repair, maintenance, renewal and replacement of the Common Property and Personal Property for this Scheme (**Works**) will be impacted by a range of factors that Asset Reports cannot control and could not factor in when preparing the Report, such as:

- (a) when the Works are undertaken;
- (b) the quality of the Works;
- (c) unforeseeable weather events; and
- (d) any other events that could impact the Common Property and Personal Property.

The actual cost of the Works could vary depending upon the contractor used, the market conditions and other factors that Asset Reports cannot control and could not factor in when preparing the Report. Accordingly, The Strata Company should seek further specialist advice relating to the Works; and a third party should:

- (a) place no reliance on the Report; and
- (b) obtain specialist advice to match their requirements.

11. Estimates

Any estimates / forecasts provided in the Report are merely opinions of possible costs / forecasts that could be encountered, based on the knowledge and experience of Asset Reports QS (Quantity Surveyors) & Home Integrity Building Consultants (Registered Builders & Structural Engineers). The estimates / forecasts are not a guarantee or quotation for works to be carried out.

Asset Reports QS nor Home Integrity Building Consultants accept no liability for estimates / forecasts provided throughout the report. Where they occur, the Client agrees to obtain and rely on independent quotations for the same work.

12. Definitions

The Report contains reference to material that is copyright Standards Australia. That content is reproduced with permission from SAI Global under copyright Licence 0803-C035.

Client means the person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

Building Consultant means a person, business or company who is qualified and experienced to undertake an inspection in accordance with Australian Standard AS 4349.1-2007 and Australian Standard 4349.2 Inspection of Buildings Grouped Titled Properties. The consultant must also meet any Government licensing requirement, where applicable.

Report means the document and any attachments issued to the Client by Asset Reports QS following the inspection of the property.

Building & Site means the inspection of the nominated residence/strata scheme together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the

building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the immediate exterior of the residences and includes inspection of common property.

Structure means the loadbearing part of the building, comprising the Primary Elements.

Primary Elements means those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Structural Damage means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- (a) Structural Cracking and Movement – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- (b) Deformation – an abnormal change of shape of Primary Elements resulting from the application of load(s).
- (c) Dampness – the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- (d) Structural Timber Pest Damage – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

Conditions Conducive to Structural Damage means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

Secondary Elements means those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint.

Major Defect means a defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect means a defect other than a Major Defect.

Scheme refers to the shared ownership of the building or collection of buildings owned by the Strata Company.

Preparation Date is the date specified on the cover of the report.

Strata Company means a body corporate constituted under the Strata Titles Act 1985 whether for a strata scheme or a survey strata scheme.

Act: the Strata Titles Act 1985.

Common Property means areas of a strata building or community which do not form part of a lot and that every occupier or owner shares.

Personal Property means the property the strata company is able to own and control in its own right. Personal property of the strata company can include items like vehicles, computers, gardening or maintenance equipment and signage.

Regulations: the Strata Titles (General) Regulations 2019

Covered items: Covered items form part of the common property or the personal property of the strata company which, in the opinion of the strata company, should be included in the plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the plan in accordance with Regulation 77 of the Regulations. In the opinion of the Strata Company, any items not listed as Covered Items within the Plan and any areas not inspected are not Covered Items for the purposes of regulation 77(2) of the Regulations.

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

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

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

1. Duties of owner

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

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

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

3. Power of strata company regarding submeters

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

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

4. Constitution of council

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

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

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

5. Election of council at general meeting

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

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

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

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

6. Chairperson, secretary and treasurer of council

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

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

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

7. Chairperson, secretary and treasurer of strata company

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

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

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may –
 - (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.]