



**Att. 1.**

## **Strata Information**

Unit 10/23 Kinsella Street, Joondanna

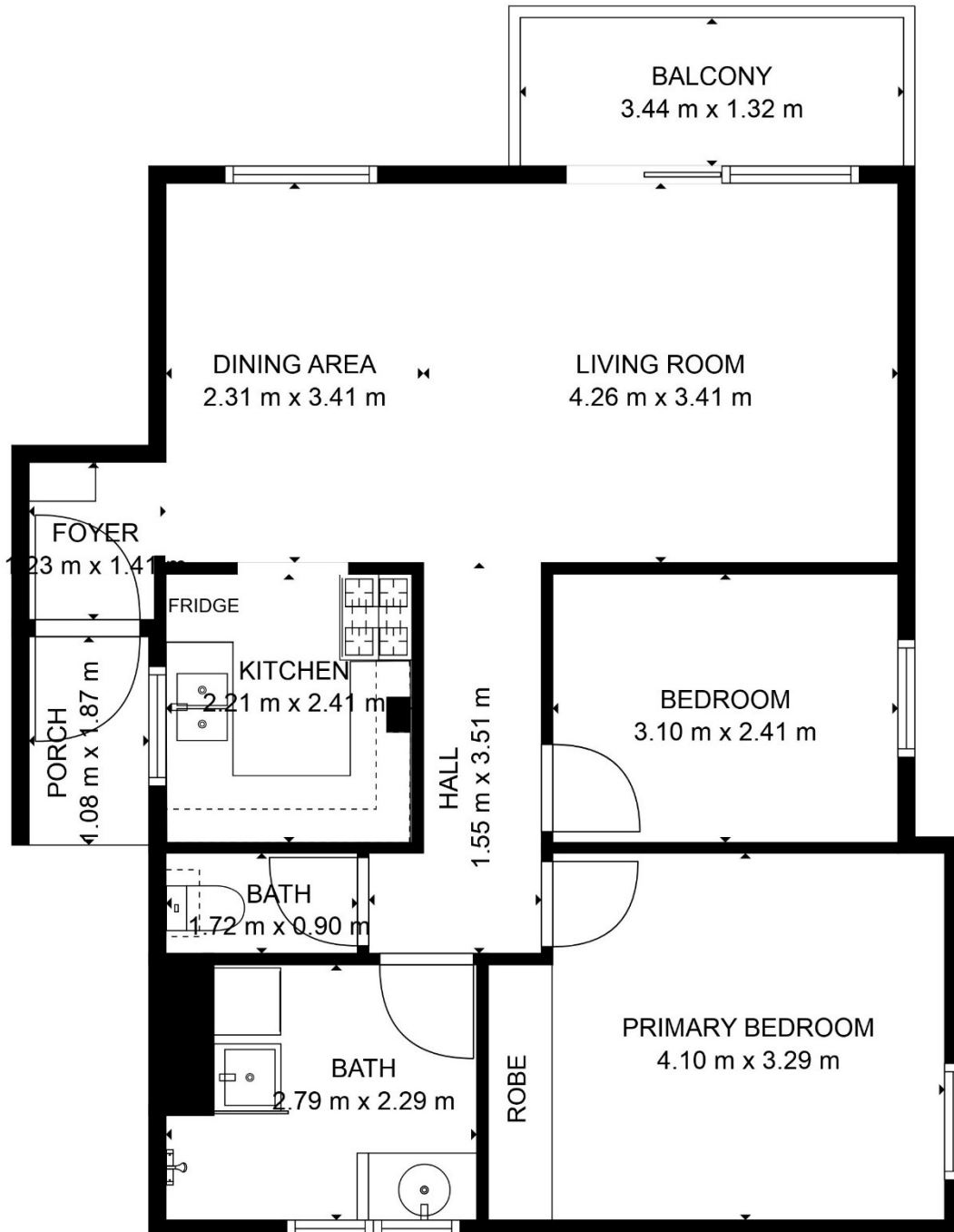
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Summary of Outgoings & Owners Funds		
Council Rates	\$ \$1,635.68	per year
Water Service	\$ 906.45	per year
Strata Admin	\$ 778.70	per quarter
Strata Reserve	\$ 396.20	per quarter
Total Owners Funds	\$ 79,337.93	as at 30/06/2025

**James Yeoman 0400 900 622**

Sales Specialist james@kprperth.com.au

# Floor Plan



Second Story Unit

10/23 Kinsella Street

JOONDANNA

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

REGISTRAR OF TITLES

*D. J. Mulcahy*  
Registrar of Titles

KINSELLA ST

SCALE: 1:750 ~~LINKS TO AN INCH~~



SEE ANNEXURE "A"

### SURVEYOR'S CERTIFICATE

I hereby certify that the building shown on the plan is within the external surface boundaries of the parcel and ~~where eaves or guttering project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.~~

DATE 25.9.76 / LICENSED SURVEYOR.

APPROVED BY THE TOWN PLANNING BOARD  
FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

DATE 1 MAR 1977

CHAIRMAN.

ANNEXURE A OF STRATA PLAN No. 4734					
SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE
LOT No.	UNIT ENTITLEMENT	VOL. FOL.	LOT No.	UNIT ENTITLEMENT	VOL. FOL.
1	20	1463-752			
2	23	1463-753			
3	23	1463-754			
4	20	1463-755			
5	20	1463-756			
6	20	1463-757, 1574-503			
7	20	1463-758			
8	20	1463-759			
9	20	1463-760			
10	20	1463-761			
11	20	1463-762			
12	20	1463-763			
13	20	1463-764			
14	20	1463-765, 1535-943			
15	20	1463-766			
16	20	1463-767			
17	20	1463-768			
18	20	1463-769			
AGGREGATE 366					
APPROVED					
FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED					
TOWN PLANNING BOARD <i>David Carr</i> Date <u>MAR 1977</u> CHAIRMAN.			LOCAL AUTHORITY CITY OF STIRLING. <i>J. J. Coster</i> Date <u>22.2.1977</u> SHIRE/TOWN CLERK.		

85371/11/70-2M-G124

FORM 3

STRATA PLAN No. 4734

**CERTIFICATE OF LOCAL AUTHORITY**

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

CITY OF STIRLING, THE LOCAL AUTHORITY,

**HEREBY CERTIFIES THAT:—**

- (1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.
- (2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

**DESCRIPTION OF BUILDING:—**

A TWO STOREY BRICK AND TILE RESIDENTIAL COMPLEX OF EIGHTEEN UNITS  
KNOWN AS KINSELLA HEIGHTS.  
SITUATED ON LOT 503 OF PERTSHIRE LOCATION A<sup>u</sup> ON DIAGRAM 50306

**POSTAL ADDRESS**

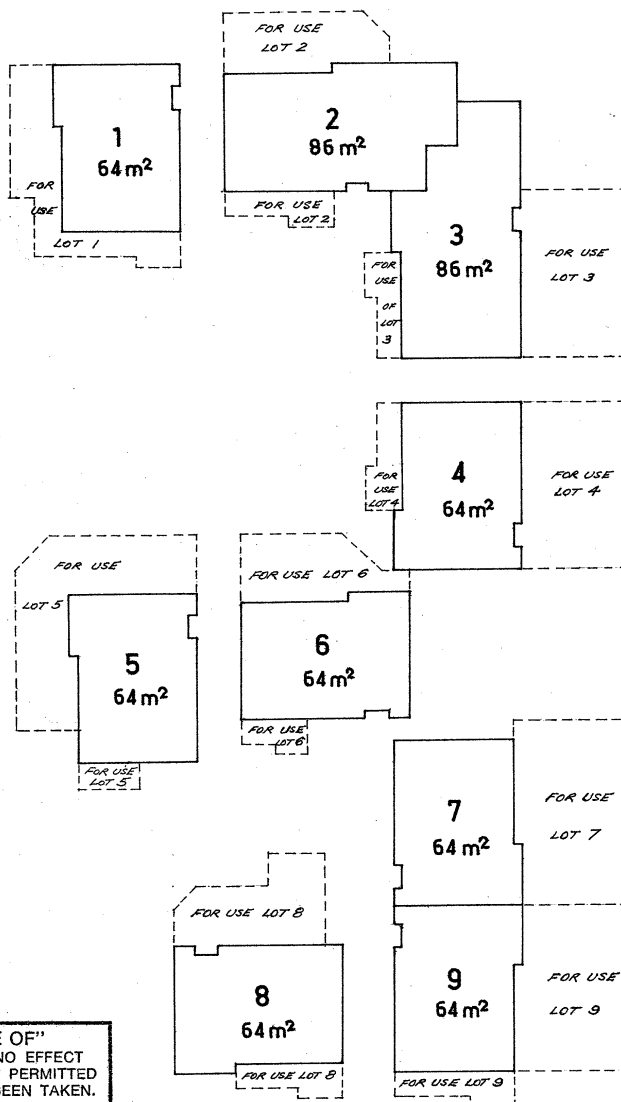
21 KINSELLA STREET, JOONDANNA.

DATE 22. 2. 1977

  
SHIRE/TOWN CLERK

## STRATA PLAN No. 4734

## GROUND FLOOR



"FOR THE USE OF"  
ENDORSEMENT HAS NO EFFECT  
UNLESS OTHER ACTION PERMITTED  
UNDER THE ACT HAS BEEN TAKEN.

*J. Mulcahy*  
Registrar of Titles

SCALE 1:300 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

*David Carr*

DATE 1 MAR 1977

CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

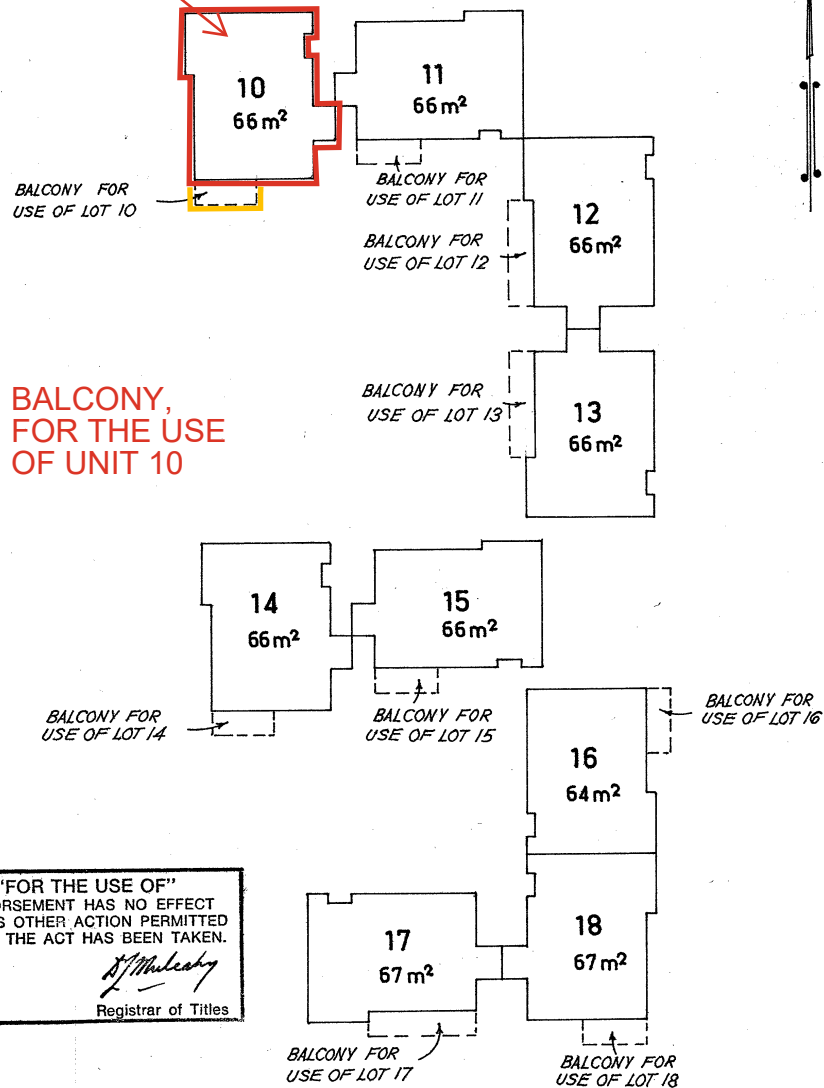
*Leffkoster*

DATE 22.2.1977

SHIRE TOWN CLERK

## FIRST FLOOR

UNIT 10



"FOR THE USE OF"  
ENDORSEMENT HAS NO EFFECT  
UNLESS OTHER ACTION PERMITTED  
UNDER THE ACT HAS BEEN TAKEN.

*J. M. Muleady*  
Registrar of Titles

SCALE 1:300 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

DATE 1 MAR 1977

CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

DATE 22.2.1977 SHIRE TOWN CLERK

85370/11/70-2M-C397

[illegible][illegible]

**NOTE : ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SIGNATURE OF THE REGISTRAR OF TITLES ARE CANCELLED.**



# **INSTRUCTIONS**

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

# **NOTES**

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

**G 500159 AE**

12 Jun, 1997 12:56:01 Midland



REG. \$ 60.00

LODGED BY

**RICHARDSON STRATA MANAGEMENT SERV.**

ADDRESS

**P.O. BOX 18  
OSBORNE PARK**

PHONE No.

**242 2366**

FAX No.

**444 9332**

REFERENCE No.

ISSUING BOX No.

**888**

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. SKETCH x 3
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Received Items

Nos. **3**

Receiving  
Clerk

**Endorse notification of  
change of By-Laws**

**S/Plan 4734**

EXAMINED

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.



**LEGT**

## BLANK INSTRUMENT FORM

**FORM 21****NOTIFICATION OF CHANGE OF BY-LAWS****STRATA TITLES ACT 1985****SECTION 42**

The Owners of Kinsella Heights, Strata Plan 4734, hereby certify:

that by resolution without dissent duly passed on 14 January 1997 <sup>April</sup> the By-Laws in Part 1 of Schedule 1 to the Strata Titles Act 1966 as they applied to the building referred to in the Strata Plan were repealed and the Schedule 1 By-Laws of the Strata Titles Act 1985 as amended by the Strata Titles Amendment Act 1995 were adopted and added to as follows:

**BY-LAW 16 - ALLOCATION OF EXCLUSIVE USE GARAGES**

Each lot shall be entitled to the exclusive use of the garage (G), numbered and corresponding to the lot number, as marked on Plan "ZZ" including the cubic space of the garage areas, extending between the upper surface of the garage floor level to the under surface of the roof - **provided that** the registered proprietor of the lot shall not allow the storage of any material and shall keep the allocated area in a neat and tidy manner and provided further that the registered proprietor shall only allow the parking of a private motor vehicle in the allocated area and no commercial vehicle, float or any other vehicle which is not compatible with a residential property shall be permitted unless written approval from the strata company is obtained. No registered proprietor shall erect or carry out improvements in the allocated area without first receiving the written approval of the strata company. Further, a registered proprietor shall not seek or apply to the W.A. Planning Commission, local authority or any other statutory authority for a change of use or occupancy, other than that contained in the grant or heading, without first obtaining the prior written approval of the Strata Company.

**Provided further that** the registered proprietor of the allocated use area shall be deemed to have indemnified the Strata Company against any claims or actions made against the Strata Company arising from the use of the exclusive use area. The allocation of the exclusive use area shall be continuous and inure as appurtenant to and for the benefit of the lot until the termination of the strata scheme or until this by-law is repealed by a Resolution Without Dissent with written consent being received from any absentee or abstaining proprietor and such repeal is registered on the Strata Plan.

**BY-LAW 17 - ALLOCATION OF AN EXCLUSIVE USE COURTYARD**

The common areas, as marked on Plan "ZZ" as courtyards (C/Y), shall be for the exclusive use of the registered proprietors of the respective lots to which they are adjacent and as shown on Plan "ZZ" and being lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 including the cubic space of the courtyard areas extending from the upper surface level of the respective paving to a height of 2.5 metres except where covered **provided that** the registered proprietors of each of the respective lots, particularly in accordance with Section 42(11)(b) of the Strata Titles Act 1985, shall be responsible for the upkeep and maintenance of the area of exclusive use at their cost and that the area of exclusive use be kept to a reasonable and acceptable standard as set by the strata company and provided further that no registered proprietor shall alter, modify, erect or carry out any improvements on the common property for which exclusive use has been granted without first receiving the written approval of the strata company. Further a registered proprietor shall not seek or apply to the W.A. Planning Commission, local authority or any other statutory authority for a change of use or occupancy, other than that contained in the grant or heading, without first obtaining the prior written approval of the Strata Company. Improvements carried out and completed prior to 14 January 1997 shall be accepted by the Strata Company as improvements for which permission has been granted.

**Provided further that** the registered proprietor of the allocated exclusive use area shall arrange adequate public liability insurance to cover any claims or actions arising from the exclusive use area as if the exclusive use area was part of the respective registered proprietor's strata titled lot. The registered proprietor shall also be deemed to have indemnified the Strata Company against any claims or actions made against the Strata Company arising from the use of the exclusive use area. The cost of

any repairs or maintenance to fences common to adjoining strata lots included in the allocated exclusive use areas, shall be equally shared between the individual strata lot proprietors concerned. Where the allocated exclusive use areas adjoin the parcel boundary and for that section of the parcel boundary fence, then the lot proprietor is granted exclusive use and special privilege of that surface of the boundary fence and Section 42(11) of the Act shall apply.

The allocation of the exclusive use area shall be continuous and inure as appurtenant to and for the benefit of the lot until the termination of the strata scheme or until this by-law is repealed by a Resolution Without Dissent with written consent being received from any absentee or abstaining proprietor and such repeal is registered on the Strata Plan.

#### **BY-LAW 18 - ALLOCATION OF AN EXCLUSIVE USE BALCONY**

The common areas, as marked on Plan "ZZ" as balconies (B), shall be for the exclusive use of the registered proprietors of the respective lots to which they are adjacent and as shown on Plan "ZZ" and being lots 10, 11, 12, 13, 14, 15, 16, 17 and 18 including the cubic space of the balcony areas extending between the upper surface of the floor and the under surface of the ceiling of the adjoining respective lot's building **provided that** the registered proprietors of each of the respective lots shall be responsible, particularly in accordance with Section 42(11)(b) of the Strata Titles Act 1985, for the upkeep and maintenance of the area of exclusive use at their cost and that the area of exclusive use be kept to a reasonable and acceptable standard as set by the strata company and provided further that no registered proprietor shall alter, modify, erect or carry out any improvements on the common property for which exclusive use has been granted without first receiving the written approval of the strata company. Further a registered proprietor shall not seek or apply to the W.A. Planning Commission, local authority or any other statutory authority for a change of use or occupancy, other than that contained in the grant or heading, without first obtaining the prior written approval of the Strata Company.

**Provided further that** the registered proprietor of the allocated exclusive use area shall arrange adequate public liability insurance to cover any claims or actions arising from the exclusive use area as if the exclusive use area was part of the respective registered proprietor's strata titled lot. The registered proprietor shall also be deemed to have indemnified the Strata Company against any claims or actions made against the strata company arising from the use of the exclusive use area. The allocation of the exclusive use area shall be continuous and inure as appurtenant to and for the benefit of the lot until the termination of the strata scheme or until this by-law is repealed by a Resolution Without Dissent with written consent being received from any absentee or abstaining proprietor and such repeal is registered on the Strata Plan.

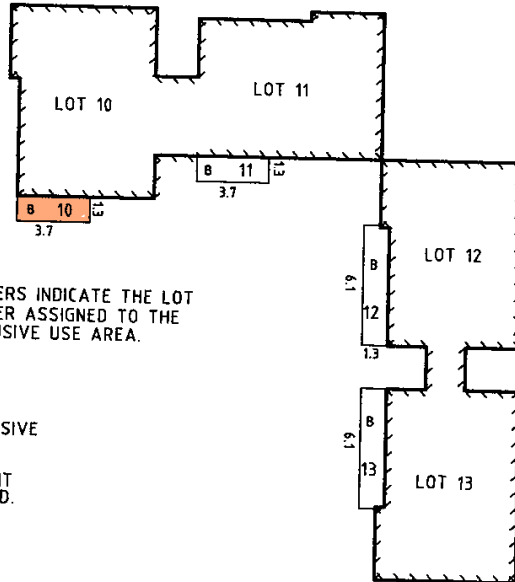
#### **BY-LAW 19 - ALLOCATION OF AN EXCLUSIVE USE PATIO**

The common areas, as marked on Plan "ZZ" as patio (P), shall be for the exclusive use of the registered proprietors of the respective lots to which they are adjacent and as shown on Plan "ZZ" and beings lots 2, 3, 4, 5, 6, 8 and 9 including the cubic space of the patio area extending between the upper surface of the floor and the under surface of the ceiling of the adjoining respective lot's building **provided that** the registered proprietors of each of the respective lots shall be responsible, particularly in accordance with Section 42(11)(b) of the Strata Titles Act 1985, for the upkeep and maintenance of the area of exclusive use at their cost and that the area of exclusive use be kept to a reasonable and acceptable standard as set by the strata company and provided further that no registered proprietor shall alter, modify, erect or carry out any improvements on the common property for which exclusive use has been granted without first receiving the written approval of the strata company. Further a registered proprietor shall not seek or apply to the W.A. Planning Commission, local authority or any other statutory authority for a change of use or occupancy, other than that contained in the grant or heading, without first obtaining the prior written approval of the Strata Company.

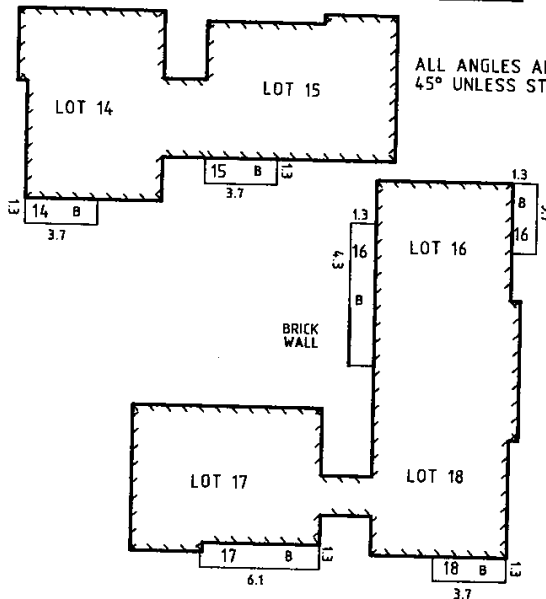
**Provided further that** the registered proprietor of the allocated use area shall arrange adequate public liability insurance to cover any claims or actions arising from the exclusive use area as if the exclusive use area was part of the respective registered proprietor's strata titled lot. The registered proprietor shall also be deemed to have indemnified the Strata Company against any claims or actions made against the Strata Company arising from the use of the exclusive use area. The allocation of the exclusive use area shall be continuous and inure as appurtenant to and for the benefit of the lot until the termination of the strata scheme or until this by-law is repealed by a Resolution Without Dissent

PLAN 22

**EXCLUSIVE USE SKETCH**  
(as per survey)



STRATUM OF AREAS FOR EXCLUSIVE USE EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVING TO A HEIGHT OF 2.5m EXCEPT WHERE COVERED.



B - BALCONY

PARCEL LOT 503, 21 KINSELLA STREET,		JOONDANNA.	DATE 22.10.96
STRATA PLAN 4734	C/T Vol/Fol.		SCALE: NOT TO SCALE
STRATA COMPANY OWNERS OF " KINSELLA HEIGHTS "	FIRST FLOOR LEVEL " BALCONIES "		SHEET 3 OF 3
REF. RICHARDSON	ORDER No.		JOB No. 6007

PLAN 22

# EXCLUSIVE USE SKETCH

(as per survey)

- BW - BRICK WALL
- CY - COURTYARD
- P - PATIO
- CP - CARPORT
- LS - LIMESTONE RETAINING WALL

NUMBERS INDICATE THE LOT NUMBER ASSIGNED TO THE EXCLUSIVE USE AREA.

STRATUM OF AREAS FOR EXCLUSIVE USE EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVING TO A HEIGHT OF 2.5m EXCEPT WHERE COVERED.

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.

PARCEL LOT 503, 21 KINSELLA STREET,		JOONDANNA.	DATE 22.10.96
STRATA PLAN 4734	C/T Vol/Fol.		SCALE: NOT TO SCALE
STRATA COMPANY OWNERS OF " KINSELLA HEIGHTS "		GROUND FLOOR LEVEL " COURTYARDS AND PATIOS "	SHEET 2 OF 3
REF. RICHARDSON	ORDER No.		JOB No. 6007

PLAN 22

# EXCLUSIVE USE SKETCH

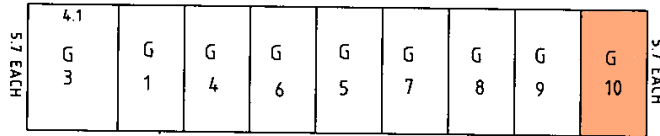
(as per survey)

NUMBERS INDICATE THE LOT NUMBER ASSIGNED TO THE EXCLUSIVE USE AREA.

ANGLES ARE MULTIPLES OF 45 UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.

STRATUM OF AREAS FOR EXCLUSIVE USE EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVING TO A HEIGHT OF 2.5m EXCEPT WHERE COVERED.

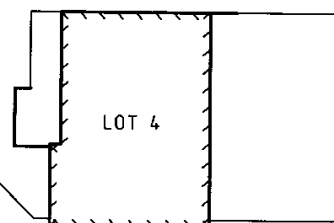
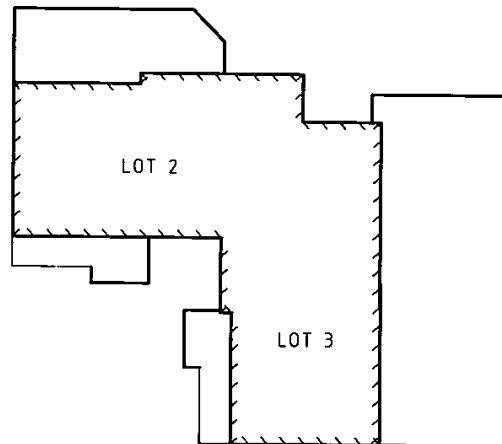
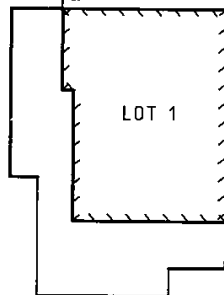
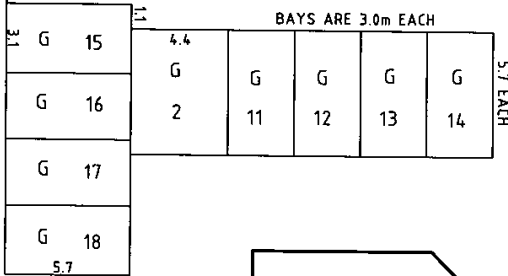
BAYS ARE 3.0m EACH



5.7 EACH

BAYS ARE 3.0m EACH

BAYS ARE 3.0m EACH



## KEY

S 6 F - SUPER 6 FENCE  
C P - CARPORT  
L W - LIMESTONE WALL  
B T F - BRICK & TIMBER FENCE

P - PORCH  
G - GARAGE  
B W - BRICK WALL  
B - BALCONY

B F - BRICK FENCE  
T - TIMBER FENCE  
V - VERANDAH  
C Y - COURTYARD

## ALISTAIR MILLAR

CONSULTING SURVEYOR

P.O.Box 118, WILLETTON, 6955  
Telephone (09) 313 5787  
Facsimile (09) 313 5783

PARCEL LOT 503, 21 KINSELLA STREET,

JOONDANNA.

DATE 22.10.96

STRATA PLAN 4734

C/T Vol/Fol. 1439/804

SCALE: 1 : 300

STRATA COMPANY OWNERS OF  
" KINSELLA HEIGHTS "

GROUND FLOOR LEVEL  
" GARAGES "

LOTS 1 TO 18

REF. RICHARDSON ORDER No.

SHEET 1 OF 3

JOB No. 6007





28/1/97  
X

with written consent being received from any absentee or abstaining proprietor and such repeal is registered on the Strata Plan.

**BY-LAW 20 - FACADES OF BUILDINGS**

The registered proprietor or occupier shall not alter, modify, erect or carry out any works to the facades of the buildings without the prior written authority of the strata company. This written approval is also required for any proposed change to the external colour scheme.

**BY-LAW 21 - SUNDRY ITEMS OF COMMON PROPERTY FOR SOLE USE OF A LOT**

Where a sundry or incidental item (e.g. flyscreens, door locks, lights, air conditioners, hot water units, etc.) was installed on the common property prior to the registration of the strata plan, which is solely for the exclusive use of a particular lot, the cost of maintenance, repairs, servicing and replacement of the item shall be the responsibility of the respective proprietor.

**BY-LAW 22 - RESPONSIBILITY FOR VISITORS' AND INVITEES' VEHICLE PARKING**

In addition to Schedule 1 by-law 1(2)(c) & (d), contained in Schedule 1 of the Strata Titles Act 1985 (including Amendment Act 1995), and Schedule 2 by-law 1, proprietors, occupiers or other residents of a lot shall be responsible for the parking of motor vehicles of their visitors or invitees within the scheme on common property or on other proprietors' part lots or allocated exclusive use areas and shall control such persons to ensure that they abide with the by-laws for the control of vehicle parking. Proprietors or other residents will be required to take action against their visitors or invitees for any breach of the by-laws or illegal parking in another proprietor's part lot or exclusive use area.

**BY-LAW 23 - BY-LAWS EQUALLY APPLY**

A reference in Schedules I and II by-laws to a proprietor, occupier or other resident shall equally include and apply to, a lessee, tenant, sub-lessee or licensee or any other person in legal occupation of a lot.

**BY-LAW 24 - INCONSISTENCY OF BY-LAWS**

To the extent that the Schedules 1 and 2 by-laws of the Strata Titles Act 1985 (including Amendment Act 1995) are inconsistent with the Schedule 1 Additional By-Laws then the Schedule 2 Additional By-Laws shall prevail.

Resolved by Resolution Without Dissent duly passed on 14 January 1997 that the By-Laws in Part II of Schedule 1 of the Strata Titles Act 1966 as they applied to the building referred to in the Strata Plan were repealed and the Schedule 2 By-Laws of the Strata Titles Act 1985 as amended by the Strata Titles Amendment Act 1995 were adopted and added to as follows:

**BY-LAW 15 - HOUSE RULES**

The Council of Owners is authorised to establish, withdraw or amend house rules from time to time for:

- a) control and erection of external aerials;
- b) control of vehicle parking areas;
- c) control of security system;
- d) control of gates and passageways;
- e) control of animals;
- f) rubbish collection arrangements;
- g) any other activity carried out on the common property;

provided such house rules shall be to promote the peaceful and orderly enjoyment of the common property for the mutual benefit of all the proprietors.

The common seal of The Owners of Kinsella Heights Strata Plan 4734 was hereto affixed on 19/4/97 in the presence of-



X Diana Savatelli  
Council Member  
  
[Signature]  
Council Member

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN 4734  
KINSELLA HEIGHTS - SITUATED AT 23 KINSELLA ST, JOONDANNA  
HELD ON TUESDAY THE 13TH OF AUGUST 2024  
AT CHAMBERS FRANKLYN STRATA MANAGEMENT, 47 CEDRIC STREET, STIRLING  
AND ONLINE VIA ZOOM TELECONFERENCE**

---

**Preliminary Matters**

**Open**

The meeting was declared open at 4:00 p.m.

**Attendance**

Hayley Myers Lot 7

**Managing Agent Representative**

Hafiz Aslam Chambers Franklyn Strata Management

**Proxies**

Apollo Ruggiero	Lot 1 Voted electronically. Proxy to the meeting chairperson
Behzad Tavassoli	Lot 2 Voted electronically. Proxy to the meeting chairperson
R, K, & S Glendinning	Lot 3 Voted electronically. Proxy to the meeting chairperson
R Foulds & P Scantelbury	Lot 5 Voted electronically. Proxy to the meeting chairperson
G & P Cox	Lot 7 Proxy to Hayley Myers
Alexander Clarke	Lot 8 Voted electronically. Proxy to the meeting chairperson
Tyson Freeman	Lot 10 Voted electronically. Proxy to the meeting chairperson
Carolyn Saliba	Lot 13 Voted electronically. Proxy to the meeting chairperson
Kane Isaac Watson	Lot 15 Voted electronically. Proxy to the meeting chairperson
Ying Ge	Lot 16 Voted electronically. Proxy to the meeting chairperson
Ashkan Tavassoli	Lot 17 Voted electronically. Proxy to the meeting chairperson
G & M Brayshaw	Lot 18 Voted electronically. Proxy to the meeting chairperson

---

**1. APPOINTMENT OF MEETING CHAIRPERSON**

It was RESOLVED that Hafiz Aslam be appointed to chair the meeting.

**2. QUORUM**

The Chairperson confirmed that a quorum was present in person or by proxy as per Section 130 of the Strata Titles Act 1985.

**3. CONFIRMATION OF MINUTES**

**3.1** It was RESOLVED that the minutes of the Annual General Meeting held on the 21st of August 2023 be received and accepted as an accurate record.

**3.2 Business Arising**

There was no business arising not provided for in the meeting agenda.

**4. FINANCIAL STATEMENT OF ACCOUNTS**

Pursuant to Section 127(3)(b) of the Strata Titles Act 1985 it was RESOLVED to accept the financial statements for the period 1st of July 2023 to 30th of June 2024 as issued with the meeting agenda.

**5. INSURANCE**

The Strata Company has previously been advised that as required by the Financial Services Reform Act 2004 (FSRA) Hafiz Aslam is an authorised representative of Lync Insurance Brokers, and for which Chambers Franklyn Strata Management receives remuneration. Insurance renewal reports are available on your strata portal and disclose fees and charges applicable to the insurance of your strata scheme.



Irrespective of any of these agreements your strata scheme has the right to choose an insurance broker. If you opt to use services from other providers, we will work with you to ensure the best possible outcome for your strata scheme requirements.

The Strata Company has been advised that under the FSRA the authorised representative is required to obtain clear instructions for the renewal of the insurance.

Copies of the most recent Financial Services Guide & Product Disclosure Statement are available upon request and online at any time at [www.lyncinsure.com.au](http://www.lyncinsure.com.au).

### **5.1 Current Insurance Details**

The meeting was advised of the Strata Companies' current insurance cover (as per a copy of the certificate of currency attached to the meeting agenda) and its obligations under Section 97 of the Strata Titles Act (1985), and any additional insurance available was also advised.

Pursuant to Sections 97 and 127(3)(c) of the Strata Titles Act 1985 it was RESOLVED that the current insurance cover was adequate with no additional cover required.

### **5.2 Insurance Replacement Cost Estimate**

Hafiz Aslam explained that under Section 97 of the Strata Titles Act 1985, the Strata Company was required to insure the buildings to their replacement value.

As Strata Company Managers neither Hafiz Aslam nor Chambers Franklyn Strata Management could offer advice as to the replacement value as neither holds the relevant qualifications.

The Strata Company Managers recommended obtaining an insurance replacement cost estimate to ascertain the replacement value as required under the Strata Titles Act 1985.

The Chairperson noted that there is an insurance replacement cost estimate on file.

Previous insurance replacement cost estimate - \$5,786,000.00

Date 7th September 2023

Current cover - \$6,075,300.00

The meeting RESOLVED to obtain a desktop insurance replacement cost estimate and instructed the Strata Managers to adjust the sums insured according to the new insurance replacement cost estimate.

The following votes were recorded:

In favour: Lot 1, 2, 3, 5, 8, 13, 15, 16, & 18

Against: Lot 10,

Abstain: Lot 17

With nine votes in favour and one against, the motion was carried.

### **5.3 Insurance Policy Renewal**

It was RESOLVED that the Strata Management Company shall forward the insurance broker renewal proposal to the Council of Owners, who shall provide clear renewal instructions to the Strata Management Company before the renewal date.

## **6. COUNCIL OF OWNERS**

### **6.1 Number of Council Members**

The meeting RESOLVED that in accordance with the Strata Titles Act 1985 Schedule 1 By-Law 5 the Council of Owners (CoO) would consist of four members.

### **6.2 Nomination & Election of Council**

The chairperson called for Council member nominations.

The following Lots were nominated and subsequently elected as members of the council until the next Annual General Meeting.

<b>Lot 2</b>	<b>Behzad Tavassoli</b>
<b>Lot 7</b>	<b>Greg Cox</b>
<b>Lot 8</b>	<b>Alex Clarke</b>
<b>Lot 17</b>	<b>Ashkan Tavassoli</b>

On behalf of the meeting, the chairperson thanked those re-elected for their continuation of service and welcomed those new to the Council of Owners.

### **6.3 Execution of Documents**

Pursuant to Section 118 of the Strata Titles Act 1985, it was RESOLVED that the council is authorised to:

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings, or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, use the common seal which must be attested to by the signatures of two members of the Council of the strata company

## **7 SPECIAL BUSINESS**

### **7.1 Asbestos Report and Register**

It was resolved by ordinary resolution that the Strata Scheme obtain an asbestos report to identify and manage any asbestos that may be present within the scheme and create an asbestos register as per the Work Health and Safety (General) Regulations 2022.

### **7.2 NBN Upgrade**

Resolve to engage an NBN provider to upgrade the current NBN infrastructure at the Strata Scheme to Fiber upgrade (FTTP) as per the following conditions.

"We recommend the following motions for the NBN Fibre Infrastructure Upgrade can be used for your committee approval process, whether a Strata Plan, Community Title Scheme, single estate owners, private road estates, or gated communities.

1. That a Site Contact be appointed, providing their mobile phone and email details, to engage with our construction partner - Deacon.
2. That you approve the signing and return of this Agreement in the relevant signature blocks provided:
3. That a budget above the quoted price is approved (to allow for any changes from the design stage).
4. The estimated cost for this project would be up to \$10,000.00"

The following votes were recorded:

In favour: Lot 3, 5, 8, 13, 15, 16, & 18 (representing 143 of 366 UE)

Against: Lot 1, 2, & 17 (representing 63 of 366 UE)

Abstain: Lot 10

With seven votes in favour and three against, the motion was carried.

### **7.3 Other Business**

There was no other business for referral to the Council of Owners.

## **8. BUDGET & FUND CONTRIBUTIONS**

### **8.1 Proposed Budget of Estimated Expenditure**

Pursuant to Section 102 of the Strata Titles Act 1985, it was RESOLVED to adopt the proposed budget for the period 1st of July 2024 to 30th of June 2025 as provided with the notice of meeting and included with these minutes.

Further, the strata company resolved to adopt the approved budget of expenditure in the aforementioned motion for the period beginning **1st of July 2025** subject to amendment at the next Annual General Meeting.

### **8.2 Administrative Fund Contributions**

Pursuant to Section 100(1) (a) & (c) of the Strata Titles Act 1985, it was RESOLVED that the ongoing administrative fund contributions as proposed to collect **\$ 57,000.00** p.a. (divided according to unit entitlement) be adopted and be due & payable quarterly in advance on the following dates every year:

<b>Contribution Date Due</b>	<b>Total Amount per Quarter</b>
<b>1st July 2024</b>	<b>\$ 14,250.00</b>
<b>1st October 2024</b>	<b>\$ 14,250.00</b>
<b>1st January 2025</b>	<b>\$ 14,250.00</b>
<b>1st April 2025</b>	<b>\$ 14,250.00</b>
<b>Total Administrative Contribution</b>	<b>\$ 57,000.00</b>
<b>Next Levy Due 1st July 2025</b>	<b>\$ 14,250.00</b>

**Note:** The contributions due on the **1st of July 2024** have already been issued.

The remaining **quarterly** levy contributions will remain at \$14,250.00, (divided according to Unit Entitlement) until amended at the next AGM.

### 8.3 Reserve Fund Contributions

Pursuant to Section 100(2) of the Strata Titles Act 1985, it was RESOLVED that the ongoing reserve fund contributions as proposed to collect **\$ 24,000.00** p.a. (divided according to unit entitlement) be adopted and be due & payable quarterly in advance on the following dates every year:

Contribution Date Due	Total Amount per Quarter
<b>1st July 2024</b>	<b>\$ 2,250.00</b>
<b>1st October 2024</b>	<b>\$ 7,250.00</b>
<b>1st January 2025</b>	<b>\$ 7,250.00</b>
<b>1st April 2025</b>	<b>\$ 7,250.00</b>
<b>Total Reserve Contribution</b>	<b>\$ 24,000.00</b>
<b>Next Levy Due 1st July 2025</b>	<b>\$ 7,250.00</b>

Note: The contributions due on the **1st of July 2024** have already been issued. The remaining quarterly contributions will be increased accordingly to **\$7,250.00**, (divided according to Unit Entitlement) until amended at the next AGM.

The reserve fund contributions are estimated in accordance with the approved 10-year plan and other potential expenditures that may be required to maintain the property.

### 9. NEXT GENERAL MEETING

The next Annual General Meeting will be held in August 2025 subject to confirmation from the CoO.

It is requested that any agenda items be forwarded to either the Council of Owners or Strata Managers before the next meeting.

### 10. CLOSE OF MEETING

There being no further business, the Chairperson thanked those present, either via Zoom, or by proxy, for their attendance, and declared the meeting closed at 4:30 p.m.

## Income & Expenditure Statement for the financial year to 30/06/2025

The Owners of SP 4734

Kinsella Heights, 23 Kinsella Street, Joondanna WA  
6060

### Administrative Fund

	Current period 01/07/2024-30/06/2025	Annual budget 01/07/2024-30/06/2025
<b>Revenue</b>		
Interest on Arrears--Admin	37.08	0.00
Levies Due--Admin	57,000.80	57,000.00
Section 110 Certificate Fees	840.00	0.00
Tax--Admin	1.45	0.00
<b>Total revenue</b>	<b>57,879.33</b>	<b>57,000.00</b>
<b>Less expenses</b>		
Admin--Accounting	300.00	300.00
Admin--Administration fees	579.96	580.00
Admin--Archive Storage Fees	66.00	66.00
Admin--Income Tax--Admin	140.10	0.00
Admin--Management Fees--Standard	5,583.37	5,600.00
Admin--Meeting Fees	600.00	300.00
Admin--Section 110 Certificate Fees Paid	840.00	0.00
Insurance - Risk Management	99.00	98.00
Insurance--Premiums	15,288.00	16,000.00
Insurance--Valuation	154.00	0.00
Maint Bldg - Gutter Cleaning	1,710.00	1,800.00
Maint Bldg--Electrical	827.75	1,000.00
Maint Bldg--General Repairs	1,814.50	2,500.00
Maint Bldg--Plumbing & Drainage	2,084.50	2,000.00
Maint Grounds--Lawns & Gardening	8,107.00	7,000.00
Maint Grounds--Pool	7,963.79	7,800.00
Maint Grounds--Reticulation	1,815.00	500.00
Maint Grounds--Tree Lopping/Removal	0.00	1,200.00
Utility--Electricity	1,181.22	2,000.00
Utility--Water Consumption	6,935.36	8,200.00
<b>Total expenses</b>	<b>56,089.55</b>	<b>56,944.00</b>
<b>Surplus/Deficit</b>	<b>1,789.78</b>	<b>56.00</b>
Opening balance	6,056.46	6,056.46
<b>Closing balance</b>	<b>\$7,846.24</b>	<b>\$6,112.46</b>

## Reserve Fund

	Current period 01/07/2024-30/06/2025	Annual budget 01/07/2024-30/06/2025
Revenue		
Interest on Arrears--Reserve	18.87	0.00
Interest on Investments--Reserve	206.77	0.00
Levies Due--Reserve Fund	24,001.20	24,000.00
Total revenue	24,226.84	24,000.00
Less expenses		
Maint Bldg--10 Year Plan	5,044.00	19,000.00
Maint Bldg--Building Report	0.00	1,500.00
Total expenses	5,044.00	20,500.00
Surplus/Deficit	19,182.84	3,500.00
Opening balance	52,348.85	52,348.85
Closing balance	\$71,531.69	\$55,848.85

## Proposed Budget to apply from 01/07/2025

The Owners of SP 4734

Kinsella Heights, 23 Kinsella Street, Joondanna WA  
6060

### Administrative Fund

Proposed  
budget

#### Revenue

Levies Due--Admin	57,000.00
Total revenue	57,000.00

#### Less expenses

Admin--Accounting	330.00
Admin--Administration fees	594.00
Admin--Archive Storage Fees	66.00
Admin--Management Fees--Standard	5,672.00
Admin--Meeting Fees	660.00
Asbestos Report	900.00
Insurance - Risk Management	99.00
Insurance--Premiums	17,100.00
Maint Bldg - Gutter Cleaning	1,710.00
Maint Bldg--Electrical	1,000.00
Maint Bldg--General Repairs	2,500.00
Maint Bldg--Plumbing & Drainage	2,100.00
Maint Grounds--Lawns & Gardening	8,100.00
Maint Grounds--Pool	7,800.00
Maint Grounds--Reticulation	600.00
Utility--Electricity	1,900.00
Utility--Water Consumption	7,500.00
Total expenses	58,631.00

Surplus/Deficit	(1,631.00)
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Opening balance	7,846.24
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Closing balance	\$6,215.24
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Total units of entitlement	366
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Levy contribution per unit entitlement	\$155.74
--	----------

## Reserve Fund

Proposed  
budget

## Revenue

Levies Due--Reserve Fund

29,000.00

Total revenue

29,000.00

## Less expenses

Maint Bldg--10 Year Plan

10,000.00

Maint Bldg--Building Report

1,500.00

Maint Bldg--Painting

50,000.00

Total expenses

61,500.00

Surplus/Deficit

(32,500.00)

Opening balance

71,531.69

Closing balance

\$39,031.69

Total units of entitlement

366

Levy contribution per unit entitlement

\$79.23



## Proposed Levy Posting for

### The Owners of SP 4734

### ABN 84625055985

First instalment due date: 01/07/2025

Discount: Nil

Instalment frequency: Quarterly

Group: General

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Reserve  
Levy

Levy determination date: 01/08/2025

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Reserve Fund	Total
1	1	20.00	3,114.80	1,584.80	4,699.60
2	2	23.00	3,582.00	1,822.40	5,404.40
3	3	23.00	3,582.00	1,822.40	5,404.40
4	4	20.00	3,114.80	1,584.80	4,699.60
5	5	20.00	3,114.80	1,584.80	4,699.60
6	6	20.00	3,114.80	1,584.80	4,699.60
7	7	20.00	3,114.80	1,584.80	4,699.60
8	8	20.00	3,114.80	1,584.80	4,699.60
9	9	20.00	3,114.80	1,584.80	4,699.60
10	10	20.00	3,114.80	1,584.80	4,699.60
11	11	20.00	3,114.80	1,584.80	4,699.60
12	12	20.00	3,114.80	1,584.80	4,699.60
13	13	20.00	3,114.80	1,584.80	4,699.60
14	14	20.00	3,114.80	1,584.80	4,699.60
15	15	20.00	3,114.80	1,584.80	4,699.60
16	16	20.00	3,114.80	1,584.80	4,699.60
17	17	20.00	3,114.80	1,584.80	4,699.60
18	18	20.00	3,114.80	1,584.80	4,699.60
Totals		366.00	\$57,000.80	\$29,001.60	\$86,002.40
GST included in amounts to be raised			\$0.00	\$0.00	\$0.00
Amount to be raised per unit of entitlement			\$155.74	\$79.24	\$234.97

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Reserve Fund	Total	Comment
01/07/2025	Quarterly Admin/Reserve Levy	14,250.20	7,250.40	21,500.60	Previously posted
01/10/2025	Quarterly Admin/Reserve Levy 01/10/2025 - 31/12/2025	14,249.93	7,249.87	21,499.80	
01/01/2026	Quarterly Admin/Reserve Levy 01/01/2026 - 31/03/2026	14,249.93	7,249.87	21,499.80	
01/04/2026	Quarterly Admin/Reserve Levy 01/04/2026 - 30/06/2026	14,249.94	7,249.86	21,499.80	
		\$57,000.00	\$29,000.00	\$86,000.00	

## Balance Sheet

### As at 30/06/2025

The Owners of SP 4734

Kinsella Heights, 23 Kinsella Street, Joondanna WA  
6060

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,789.78
Owners Equity--Admin	6,056.46
	<u>7,846.24</u>
Reserve Fund	
Operating Surplus/Deficit--Reserve	19,182.84
Owners Equity--Reserve	52,348.85
	<u>71,531.69</u>
Net owners' funds	<u>\$79,377.93</u>
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at Bank--Admin	18,958.44
	<u>18,958.44</u>
Reserve Fund	
Cash at Bank--Reserve	77,185.49
	<u>77,185.49</u>
Unallocated Money	
Cash at Bank--Unallocated	8.51
	<u>8.51</u>
Total assets	<u>96,152.44</u>
<b>Less liabilities</b>	
Administrative Fund	
Levies paid in advance--Admin	11,112.20
	<u>11,112.20</u>
Reserve Fund	
Prepaid Levies--Reserve	5,653.80
	<u>5,653.80</u>
Unallocated Money	
Levies paid in advance--Unallocated	8.51
	<u>8.51</u>
Total liabilities	<u>16,774.51</u>
Net assets	<u>\$79,377.93</u>



Lync Insurance Brokers Pty Ltd  
ABN: 31 169 552 372  
Authorised Representative No. 1306015  
of PSC Connect Pty Ltd  
AFSL: 344648  
Level 1, 905 Hay Street (Dynons Plaza), PERTH 6000

Tel: 1300127503

Page 1 of 7

You are reminded that the policy mentioned below falls due for renewal on 21/01/2025. To ensure continuation of cover, please forward your remittance within 14 days. The policy has been transferred to another Insurer as indicated. Please complete & return the application with your payment.

The Owners Of 23 Kinsella Street Joondanna  
Strata Plan 4734  
C/- Chambers Franklyn Strata Management  
PO Box 210  
KARRINYUP WA 6921

## TAX INVOICE

This document will be a tax invoice  
for GST when you make payment

**Invoice Date:** 9/01/2025

**Invoice No:** 402156

**Our Reference:** 4734

Should you have any queries in relation to this account,  
please contact your Account Manager  
Chambers Franklyn Pty Ltd

**Class of Policy:** Strata - Residential & Mixed  
**Insurer:** CHUBB INSURANCE AUSTRALIA LTD  
LEVEL 38, 225 GEORGE STREET, SYDNEY, NSW,  
2000 ABN: 69 003 710 647  
**The Insured:** The Owners Of 23 Kinsella Street Joondanna  
Strata Plan 4734

## TRANSFER RENEWAL

**Policy No:** T/B/A

**Period of Cover:**

From **21/01/2025**

to **21/01/2026** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Residential Strata Insurance**  
**TRNL: 23 Kinsella Street JOONDANNA WA 6060**

**PLEASE READ IMPORTANT NOTICES OVERLEAF,  
INCLUDING:**

### DISCLOSURE

You have an obligation to disclose accurate information to the Insurer at all times before and during the policy period. Please refer to the Important Information on your invoice for your specific obligations.

### Your Premium:

Premium	UW Levy	Fire Levy*	GST	Stamp Duty	Broker Fee
\$10,542.98	\$200.00	\$0.00	\$1,224.39	\$1,159.73	\$1,500.90

PSC receives commission of  
Strata Manager income of  
(both GST exclusive)

\$2,108.60  
\$2,108.60

**TOTAL \$14,628.00**

(A processing fee applies for Credit Card payments)

### COMPLAINTS

Clients who are not fully satisfied with our services should contact our Complaints Officer on 1300 949 834.

PSC Network Insurance Partners are members of the Australian Financial Complaints Authority; a free service, and follow the principles of the Insurance Brokers Code of Practice. Further information is available from our office. You can contact AFCA directly on 1800 931 678.



Please turn over for further payment methods and instructions



**Biller Code:** 20362

**Ref:** 40417881915571285



Pay by credit card (Visa, Mastercard, Amex or Diners)

at [www.deft.com.au](http://www.deft.com.au)

A surcharge may apply.

**DEFT Reference Number:** 40417881915571285



\*498 404178 81915571285

### PSC Network Insurance Partners

**Our Reference:** 4734

**Invoice No:** 402156

**Due Date:** 21/01/2025

<b>Premium</b>	<b>\$10,542.98</b>
<b>U'writer Levy</b>	<b>\$200.00</b>
<b>Fire Levy</b>	<b>\$0.00</b>
<b>GST</b>	<b>\$1,224.39</b>
<b>Stamp Duty</b>	<b>\$1,159.73</b>
<b>Broker Fee</b>	<b>\$1,500.90</b>

**AMOUNT DUE**

**\$14,628.00**

+404178

81915571285<

27

001462800<3+

## Schedule of Insurance

Page 2 of 7

<b>Class of Policy:</b>	Strata - Residential & Mixed	<b>Policy No:</b>	T/B/A
<b>The Insured:</b>	The Owners Of 23 Kinsella Street Joondanna Strata Plan 4734	<b>Invoice No:</b>	402156
		<b>Our Ref:</b>	4734

This policy has been placed through

LONGITUDE UNDERWRITING  
ABN 86 152 337 267  
Level 13/141 Walker Street, North Sydney NSW

LONGITUDE UNDERWRITING is an underwriting agency who has placed the policy with

CHUBB INSURANCE AUSTRALIA LTD  
ABN 69 003 710 647  
LEVEL 38, 225 GEORGE STREET, SYDNEY, NSW, 2000

**INSURED:** The Owners of 23 Kinsella Street Joondanna Strata Plan 4734  
**THE BUSINESS:** Residential Strata  
**PERIOD OF INSURANCE:** 21 January 2025 expiring on 21 January 2026 at 4pm Local Standard Time  
**INTERESTED PARTIES:** Nil advised  
**SITUATION:** 23 Kinsella Street, JOONDANNA, WA 6060

PERCENTAGE OF BUILDING 0.00%  
OCCUPIED BY COMMERCIAL  
OCCUPANTS:

### SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

#### Costs incurred by the Body Corporate

Buildings	\$6,424,000
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$64,240
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed)	\$64,240

Storm Surge (caused by and immediately following a named tropical cyclone) \$2,000,000  
any one event and in the aggregate Period of Insurance

#### Optional Covers

Loss of Market Value	Not Insured
Flood	Insured

#### Costs Incurred by the Lot Owner

<b>All sub-sections 5.16 (a) - (h) combined</b>	<b>\$1,606,000</b>
Lot Owners Fixtures and Fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$963,600

#### Lot Owners Optional Covers

Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
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## Schedule of Insurance

Page 3 of 7

<b>Class of Policy:</b>	Strata - Residential & Mixed	<b>Policy No:</b>	T/B/A
<b>The Insured:</b>	The Owners Of 23 Kinsella Street Joondanna Strata Plan 4734	<b>Invoice No:</b>	402156
		<b>Our Ref:</b>	4734

Floating floorboards Insured

### Catastrophe Cover

Buildings	30%
Common Contents	30%
Costs Incurred by the Lot Owner	30%
Additional Benefits	30%

### Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every Claim) \$2,000

All other losses (each and every Claim) \$2,000

Flood (each and every Claim) \$2,000

### SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement	\$200,000
Weekly Benefits	up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits

All per Policy Table of Benefits

### Excess

Excluded Period of Claim (each and every Claim) 7 days

All Per Table of Benefits

### SECTION 3 - OFFICE BEARERS LIABILITY

Limit of Liability (in the aggregate Period of Insurance) (please note this is a Claims Made policy - see Important Information below)	\$1,000,000
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### Optional Additional Benefits (in addition to limit of liability)

Defence Costs (in the aggregate Period of Insurance)	Not Insured
Statutory Fines and Penalties (in the aggregate Period of Insurance)	Not Insured

### Excess

Each and Every Claim	\$2,000
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### SECTION 4 - FIDELITY GUARANTEE

Limit per person and in the Aggregate	\$100,000
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### Excess

Each and Every Claim	\$2,000
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### SECTION 5 - EQUIPMENT BREAKDOWN -

**NOT INSURED**

### SECTION 6 - PUBLIC LIABILITY

Personal Injury or Property Damage Limit of Liability (any one Occurrence)	\$50,000,000
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### Excess

Each and Every Claim	\$2,000
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## Schedule of Insurance

Page 4 of 7

<b>Class of Policy:</b>	Strata - Residential & Mixed	<b>Policy No:</b>	T/B/A
<b>The Insured:</b>	The Owners Of 23 Kinsella Street Joondanna Strata Plan 4734	<b>Invoice No:</b>	402156
		<b>Our Ref:</b>	4734

### SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES

#### (a) Taxation and Audit Costs

Limit of Liability (in the aggregate Period of Insurance)	\$30,000
Excess (each and every Claim)	\$500

#### (b) Workplace Health and Safety Breaches

Limit of Liability (in the aggregate Period of Insurance)	\$150,000
Excess (each and every Claim)	\$500

#### (c) Legal Defence Expenses

Limit of Liability (in the aggregate Period of Insurance)	\$50,000
Excess (each and every Claim)	\$1,000
Contribution	10% of Legal Expenses Incurred

(please note this is a Claims Made policy - see Important Information below)

### ENDORSEMENTS / CONDITIONS: Nil

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions of Your cover as set out in the standard Policy terms and should be read carefully.

The premium includes the Government Terrorism Levy, if applicable.

As per LONGRSI 12 03-2024

The above schedule is only a brief summary of the cover provided by your policy and does not, nor is it intended to provide full details of policy terms, conditions, endorsements, exclusions or excesses.

**PLEASE READ THE POLICY.** Contact our office if there is anything you do not understand or wish to query

### Important Information

Please read the following important information. Contact your Broker if there is anything you do not understand, or if you have any questions.

#### DUTY OF DISCLOSURE/ DUTY NOT TO MAKE A MISREPRESENTATION

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

For Personal, Domestic and Household insurance contracts, you have an additional duty to take reasonable care not to make a misrepresentation to the insurer. To ensure you meet your duty, your responses to the insurers' questions must be truthful, accurate and complete.

#### IF YOU DO NOT TELL THE INSURER SOMETHING

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

#### UNDER INSURANCE

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

#### INSURING THE INTEREST OF OTHER PARTIES

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

COVERED ITEMS	
10 Year Plan for:	The Owners of Kinsella Heights, Strata Plan 4734 - 23 Kinsella Street, Joondanna
Period covered by the Plan:	30 June 2021 to 30 June 2031

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

10 Year Plan for:			The Owners of Kinsella Heights, Strata Plan 4734 - 23 Kinsella Street, Joondanna										Strata Plan:		SP4734		
Period covered by the Plan:			30 June 2021 to 30 June 2031										Plan prepared on:		11 November 2020		
Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1 Jun-22	End of Year 2 Jun-23	End of Year 3 Jun-24	End of Year 4 Jun-25	End of Year 5 Jun-26	End of Year 6 Jun-27	End of Year 7 Jun-28	End of Year 8 Jun-29	End of Year 9 Jun-30	End of Year 10 Jun-31			
1	Structure																
2	Roof	\$45,000	10	\$69,884										\$69,884			
3	Long term capital items	\$9,000	10	\$13,977										\$13,977			
4	Appendages																
5	Common property doors	\$5,100	6	\$6,642						\$6,642							
6	Common property lighting	\$4,100	4	\$4,705				\$4,705									
7	Fire safety services	\$1,600	2	\$1,714		\$1,714											
8	Garages	\$11,000	9	\$16,347									\$16,347				
9																	
10	Guttering + downpipes	\$9,500	4	\$10,901				\$10,901									
11	Distribution boards	\$4,200	3	\$4,657			\$4,657										
12	Balustrades + handrails	\$4,500	7	\$6,124							\$6,124						
13	Clotheslines	\$850	5	\$1,010					\$1,010								
14	Other																
15																	
16	Asbestos fencing (when broken)	\$3,500	2	\$3,749		\$3,749											
17	Timberwork	\$7,500	8	\$10,666								\$10,666					
18	Seal elevated walkways + balconies	\$5,500	6	\$7,162						\$7,162							
19	Outside																
20	External painting	\$38,000	5	\$45,132					\$45,132								
21	Utility services, cabinets, conduits	\$1,500	10	\$2,329										\$2,329			
22	Fences + gates	\$3,800	6	\$4,949						\$4,949							
23	Asphalt driveway + bollards	\$11,000	10	\$17,083										\$17,083			
24	Garden + landscaping	\$3,200	4	\$3,672				\$3,672									
25	Garbage bin area	\$1,500	5	\$1,782					\$1,782								
26	Trip slip hazards + stair nosings	\$4,100	1	\$4,244	\$4,244												
27	Stormwater pits + pipes	\$2,200	3	\$2,439			\$2,439										
28	Pool (equipment, re-surface, furniture)	\$12,000	6	\$15,627						\$15,627							
29	Pavers	\$3,800	3	\$4,213			\$4,213										
30	Line marking + signage	\$1,900	3	\$2,107			\$2,107										
31	Mail boxes	\$1,200	5	\$1,425					\$1,425								
	Total Estimate (rounded)	\$195,550		\$262,538	\$4,244	\$5,463	\$13,415	\$19,278	\$49,348	\$34,380	\$6,124	\$10,666	\$16,347	\$103,272			

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



CONDITION REPORT	
10 Year Plan for:	The Owners of Kinsella Heights, Strata Plan 4734 - 23 Kinsella Street, Joondanna
Period covered by the Plan:	30 June 2021 to 30 June 2031

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

10 Year Plan for:		Strata Plan:		SP4734
Period covered by the Plan:		Plan prepared on:		11 November 2020

Method and Reasoning						
Ser -ial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$45,000	10	Contribution towards the maintenance of the roof	Average condition	More than 20 years
3	Long term capital items	\$9,000	10	Contribution towards the repair of the long term capital items		More than 20 years
4	Appendages					
5	Common property doors	\$5,100	6	Contribution towards the repair of the common property doors	Average condition	5-7 years
6	Common property lighting	\$4,100	4	Allowance for the renewal of the common property lighting	Average condition	5-7 years
7	Fire safety services	\$1,600	2	Allowance for fire safety services		5-7 years
8	Garages	\$11,000	9	Allowance for the repair of the garages	Average condition	7-10 years
9						
10	Guttering + downpipes	\$9,500	4	Contribution towards the repair of the guttering + downpipes	Poor condition	11-15 years
11	Distribution boards	\$4,200	3	Contribution towards the upgrade of the distribution boards		11-15 years
12	Balustrades + handrails	\$4,500	7	Allowance for balustrades + handrails	Below average cond.	11-15 years
13	Clotheslines	\$850	5	Contribution towards the maintenance of the clotheslines	Average condition	7-10 years
14	Other					
15						
16	Asbestos fencing (when broken)	\$3,500	2	Allowance for the replacement of the asbestos fencing (when broken)	Below average cond.	11-15 years
17	Timberwork	\$7,500	8	Allowance for the renewal of the timberwork	Poor condition	7-10 years
18	Seal elevated walkways + balconies	\$5,500	6	Allowance to seal elevated walkways + balconies	Average condition	7-10 years
19	Outside					
20	External painting	\$38,000	5	Contribution towards the renewal of the external painting	Average condition	7-10 years
21	Utility services, cabinets, conduits	\$1,500	10	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 years
22	Fences + gates	\$3,800	6	Allowance for the repair of the fences + gates	Average condition	15-20 years
23	Asphalt driveway + bollards	\$11,000	10	Contribution towards the maintenance of the asphalt driveway + bollards	Average condition	7-10 years
24	Garden + landscaping	\$3,200	4	Contribution towards the renewal of the garden + landscaping	Average condition	7-10 years
25	Garbage bin area	\$1,500	5	Contribution towards the upgrade of the garbage bin area	Average condition	5-7 years
26	Trip slip hazards + stair nosings	\$4,100	1	Allowance for trip slip hazards + stair nosings	Average condition	7-10 years
27	Stormwater pits + pipes	\$2,200	3	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 years
28	Pool (equipment, re-surface, furniture)	\$12,000	6	Allowance for the repair of the pool (equipment, re-surface, furniture)	Average condition	5-7 years
29	Pavers	\$3,800	3	Allowance for the repair of the pavers	Average condition	5-7 years
30	Line marking + signage	\$1,900	3	Allowance for the renewal of the line marking + signage	Average condition	5-7 years
31	Mail boxes	\$1,200	5	Contribution towards the repair of the mail boxes	Average condition	7-10 years
	<b>Total Estimate (rounded)</b>	<b>\$195,550</b>				

\* This means the year after the Plan is prepared.



PAYMENT PLAN			Recommended Annual Reserve Fund Payment Plan to cover estimated costs for Covered Items			Page 5
10 Year Plan for:		The Owners of Kinsella Heights, Strata Plan 4734 - 23 Kinsella Street, Joondanna	Strata Plan:		SP4734	
Period covered by the Plan:		30 June 2021 to 30 June 2031	Plan prepared on:		11 November 2020	

End of Year	Year Ending	Recommended Reserve Fund Payment	Annual % change in Reserve Fund Payment	Adjustment to Reserve Fund Payment (increase/decrease)	Res/Fund Balance + Interest + Annual Res/Fund Payment	Costs in each year refer to the table above (page 3)	Reserve Fund Balance	Interest on the Reserve Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
1	Jun-22	\$22,575			\$31,864	\$4,244	\$9,220	\$69
2	Jun-23	\$23,478	4.00%		\$51,306	\$5,463	\$27,621	\$207
3	Jun-24	\$24,417	4.00%		\$70,604	\$13,415	\$45,843	\$344
4	Jun-25	\$25,394	4.00%		\$83,012	\$19,278	\$57,189	\$429
5	Jun-26	\$26,410	4.00%		\$90,621	\$49,348	\$63,733	\$478
6	Jun-27	\$27,466	4.00%		\$69,049	\$34,380	\$41,273	\$310
7	Jun-28	\$28,565	4.00%		\$63,494	\$6,124	\$34,669	\$260
8	Jun-29	\$29,707	4.00%		\$87,508	\$10,666	\$57,370	\$430
9	Jun-30	\$30,896	4.00%		\$108,314	\$16,347	\$76,842	\$576
10	Jun-31	\$32,132	4.00%		\$124,788	\$103,272	\$91,967	\$690
11	Jun-32	\$33,417	4.00%		\$55,094		\$21,516	\$161
							\$55,094	\$413

Note: some figures may be rounded

Assumptions		Our Recommendation of the Annual Reserve Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Reserve Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Reserve Fund Payment (negative adjustment) from Column E to ensure that the Reserve Fund Balance remains positive in each year. Column F includes the Recommended Reserve Fund Payment for the previous year plus any interest earned plus the Recommended Reserve Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Reserve Fund Balance which remains positive and proves our Recommendations are correct.	
Base Annual Reserve Fund contribution for Capital Items	\$26,175		
Buffer (or adjustment to the base annual contribution)	-\$3,600		
<b>Recommended Annual Reserve Fund Contribution (After Buffer)</b>	<b>\$22,575</b>		
Current Annual Reserve Fund contribution (as instructed)	\$3,600		
Current Reserve Fund Balance (as instructed)	\$9,220		
Annual Reserve Fund Payment increase rate	4.00%		
Adopted Investment Rate after tax	0.75%		

RECOMMENDATION		First Year - Recommended Annual Reserve Fund Contributions for each Lot - PER ANNUM			Page 6
10 Year Plan for:		The Owners of Kinsella Heights, Strata Plan 4734 - 23 Kinsella Street, Joondanna			SP4734
Period covered by the Plan:		30 June 2021 to 30 June 2031			Plan prepared on: 11 November 2020

Rate per U/E	Lot No	Unit Entilem.	First Year Reserve Fund Payment PA
\$61.68	1	20	\$1,234
	2	23	\$1,419
	3	23	\$1,419
Total Unit Entitlement	4	20	\$1,234
	5	20	\$1,234
	6	20	\$1,234
	7	20	\$1,234
366	8	20	\$1,234
	9	20	\$1,234
	10	20	\$1,234
Recommended First Year Reserve Fund Contribution	11	20	\$1,234
	12	20	\$1,234
	13	20	\$1,234
	14	20	\$1,234
\$22,575	15	20	\$1,234
	16	20	\$1,234
	17	20	\$1,234
	18	20	\$1,234
			\$22,575

**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.]