



Strata Information

Unit 24B/62 Great Eastern Highway, Rivervale

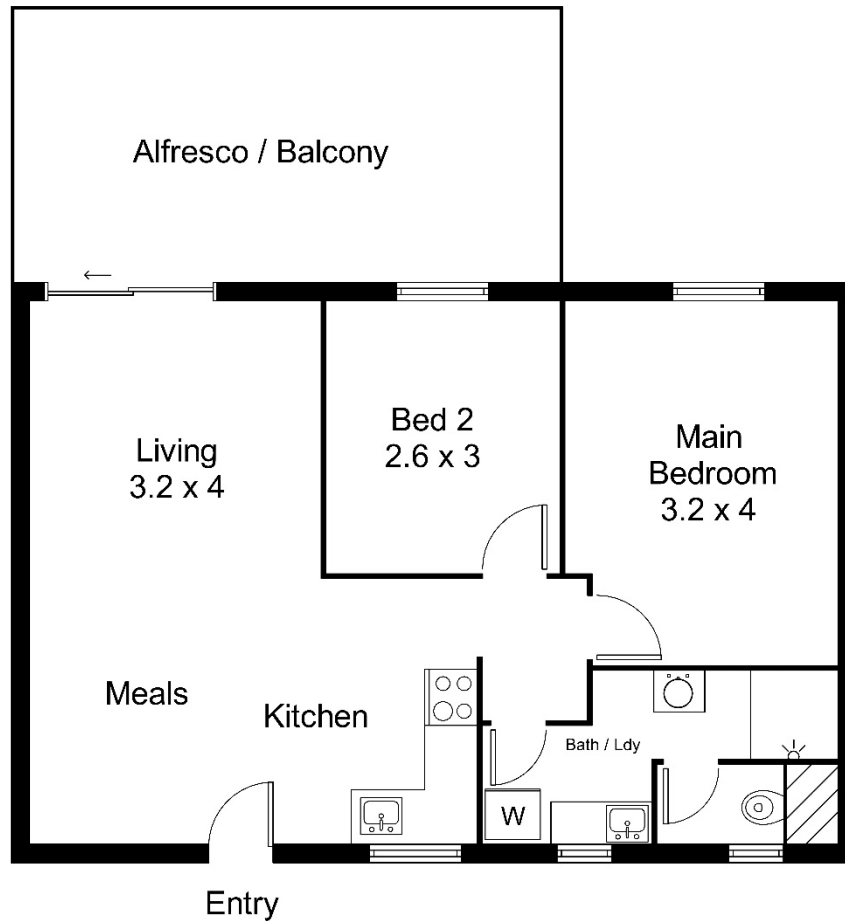
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Summary of Outgoings & Owners Funds		
Council Rates	\$ 1,350.03	per year
Water Service	\$ 809.82	per year
Strata Admin	\$ 494.59	per quarter
Strata Reserve	\$ 186.26	per quarter
Total Owners Funds	\$ \$349,137.00	as at 30/06/2025

Tracey Mainstone 0414 766 804

Sales Specialist tracey@kprperth.com.au

Floor Plan



/ for information and guidance purpose only /
measurements shown are approximate

SECOND STORY UNIT

24B/62 Great Eastern Highway

RIVERVALE

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

D91575



HELD BY LANDGATE
IN DIGITAL FORM ONLY.

PUBLIC WORKS ACT 1902-1953
In the portion resumed Sec. 20:8:96
the right to mines of coal or other
minerals is resumed and reverted in Her
Majesty as of her former estate.

U. Seal
G 263782
Registrar of Titles

- D.F. 49530
 Vol. 2230 Fol. 492
 J830489. Dedicated Pro Act
 Sec. 168 (5).

GREAT EASTERN
STEELWORK

STEFFANONE, ERIC A (A) KESHANK
LICENSED MECHANICAL & CIVIL ENGINEERS
14 WALKER AVENUE, WEST PERTH

SCALE 160...LINKS TO AN INCH

63202/8/69-200-O/MGD

ANNEXURE *Y A* OF STRATA PLAN No. 222

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	159	357-102 ^A		31	156	357-143 ^A	
2	148	357-103 ^A		32	153	357-145 ^A	
3	148	357-105 ^A	2200-661	33	153	357-147 ^A	
4	150	357-106 ^A		34	150	357-148 ^A	
5	162	357-107 ^A	1733-470	35	150	357-157 ^A	
6	150	357-108 ^A		36	140	357-152 ^A	
7	150	357-109 ^A		37	140	357-154 ^A	
8	180	357-111 ^A	1433-185	38	142	357-157 ^A	1773-579
9	149	357-113 ^A		39	142	357-158 ^A	1758-546
10	147	357-114 ^A	1763-786	40	146	357-159 ^A	1649-398
11	134	357-117 ^A		41	132	357-160 ^A	
12	131	357-118 ^A		42	132	357-161 ^A	1581-459
13	132	357-120 ^A		43	146	357-162 ^A	
14	134	357-121 ^A		44	130	357-163 ^A	
15	130	357-122 ^A		45	137	357-164 ^A	
16	127	357-123 ^A		46	134	357-165 ^A	
17	135	357-124 ^A		47	134	357-166 ^A	
18	134	357-125 ^A	1965-282	48	134	357-167 ^A	1940-731
19	136	357-126 ^A	1726-174	49	127	357-169 ^A	
20	135	357-127 ^A	1863-781	50	126	357-170 ^A	
21	165	357-128 ^A		51	158	357-171 ^A	
22	155	357-132 ^A		52	139	357-173 ^A	
23	158	357-133 ^A		53	160	357-174 ^A	
24	153	357-134 ^A	1775-465	54	160	357-175 ^A	1718-986
25	135	357-137 ^A		55	154	357-176 ^A	1754-299
26	156	357-139 ^A		56	149	357-177 ^A	
27	155	357-140 ^A	1789-533	57	143	357-178 ^A	
28	159	357-141 ^A	1810-480	58	143	357-179 ^A	
29	156	357-142 ^A		59	145	357-181 ^A	
30	156	357-144 ^A	1905-885	60	144	357-182 ^A	1758-536

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD

LOCAL AUTHORITY

Date

CANCELLED

CHAIRMAN.

Date 2/4/1990

SHIRE/TOWN CLERK.

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD.

CANCELLED

Date.....

CHAIRMAN.

LOCAL AUTHORITY.....

Date 2/4/1970

SHIRE/TOWN CLERK.

FORM 3

STRATA PLAN No. 222

CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

.....BELMONT SHIRE COUNCIL....., 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:—

The Building the Subject of this Plan is a 3
Storied Flat Building (Constructed on Various Levels)
Known as Habitat 74.
It is situated on Portion of Swan Location 34 being
Lot 45 on Diagram 37400, its Address Being 62 -64
Great Eastern Highway, Rivervale.

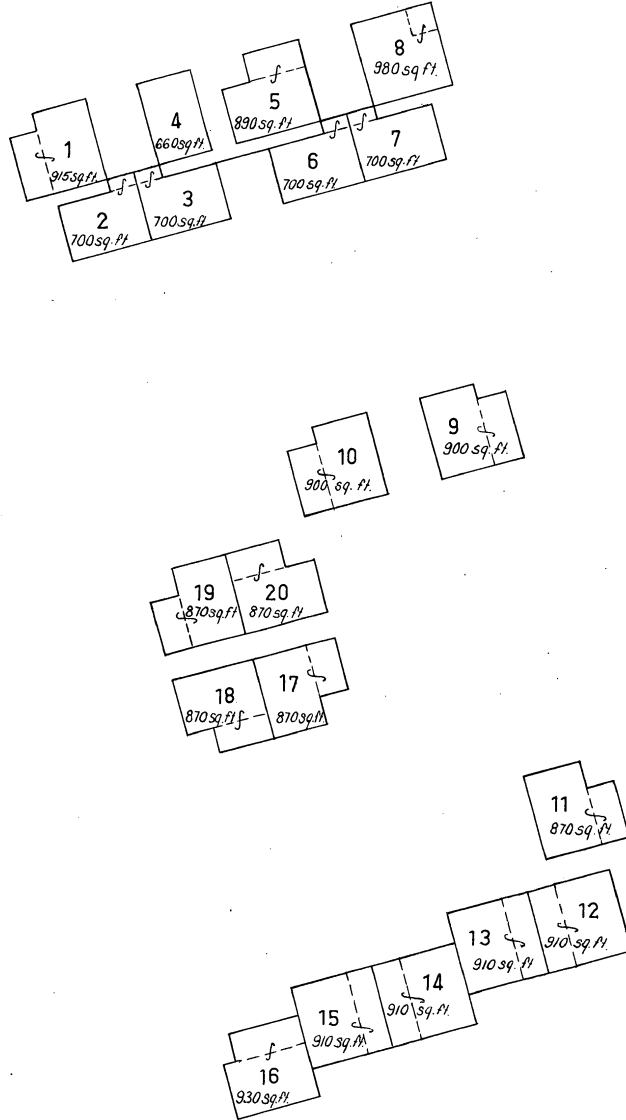
DATE 2ND April, 1970.....

K. M. M. M.
ACTING
SHIRE/~~TOWN~~ CLERK

62067/6/69-200-F802

STRATA PLAN No. 222

GROUND FLOOR



STEFFANONI, LEUNG & CRICKSHANK
 LICENSED SURVEYORS & CIVIL ENGINEERS
 14 WALKER AVENUE, WEST PERTH

SCALE 50 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD
CANCELLED

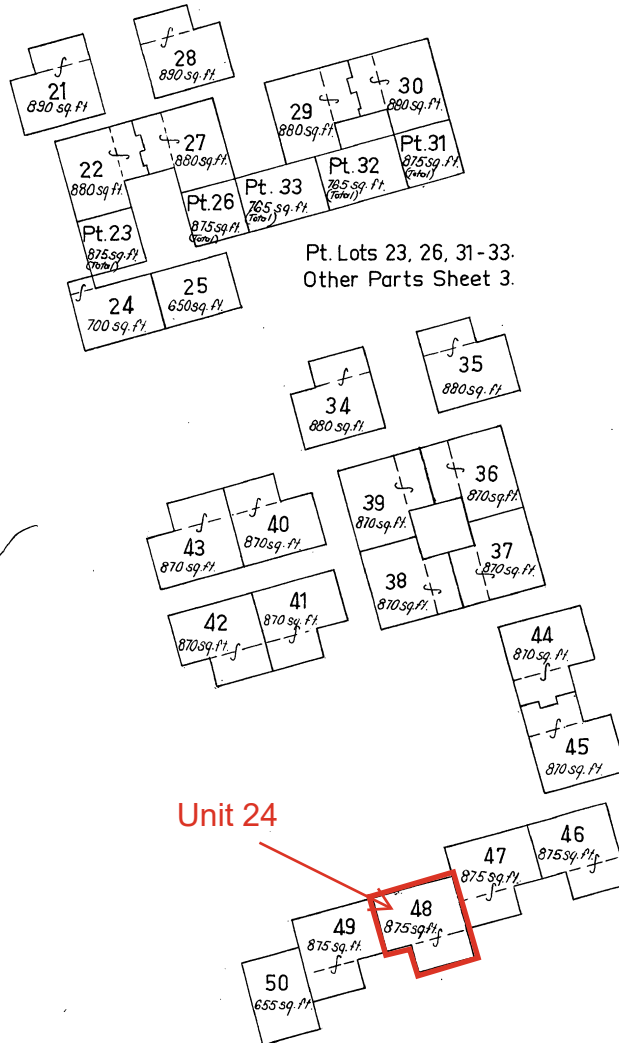
LOCAL AUTHORITY SHIRE OF PERTH

DATE _____ CHAIRMAN

DATE 2/4/1990 ALAN E. SHIRE TOWN CLERK

STRATA PLAN No. 222

1 ST FLOOR



Unit 24

STEFFANONI LEUNG & CO. ARCHITECTS
14, WALKER AVENUE, WEST PERTH

SCALE 50 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD

CANCELLED

DATE

CHAIRMAN

LOCAL AUTHORITY

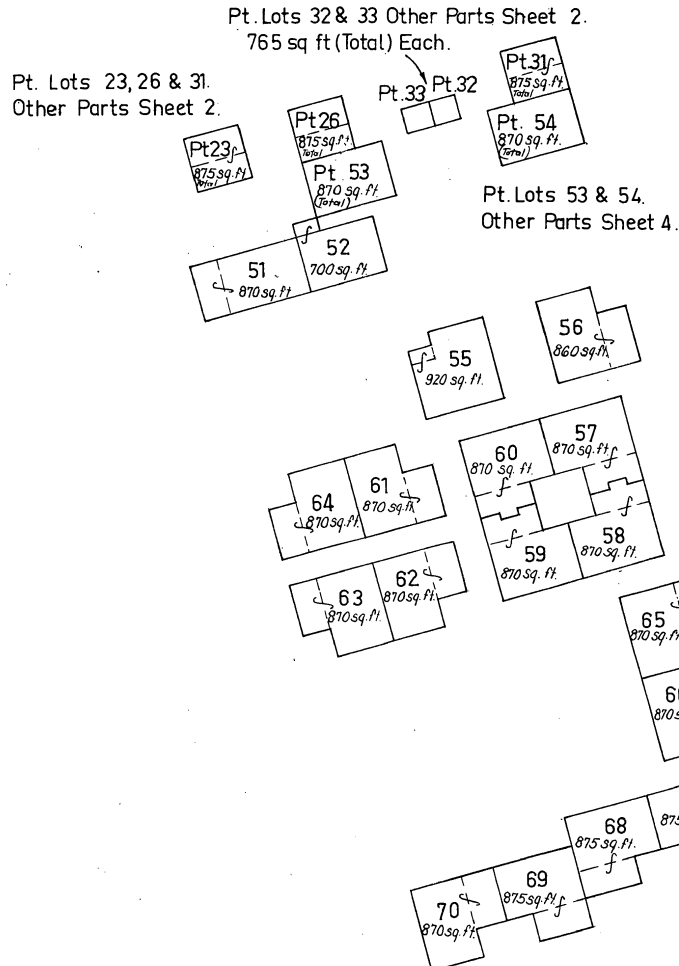
DATE

2/4/1970

SHIRE TOWN CLERK

38956/10/67-1800-C397

STRATA PLAN No. 222

2ND FLOOR

STEFFANOS KONTOPOULOS
DESIGNED BY
14 WALKER AVENUE WEST PERTH

SCALE 50 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD

CANCELLED

DATE _____ CHAIRMAN

LOCAL AUTHORITY _____

DATE 2/4/1970. SHIRE TOWN CLERK

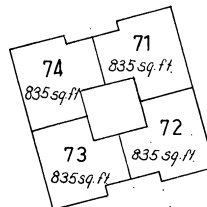
STRATA PLAN No. 222

3 RD FLOOR

Pt. Lots 53 & 54 Other Parts Sheet 3.
870 sq.ft.(Total) Each.

Pt. 53

Pt. 54



STEFFANONI, EVING & SPICKSHANK
LICENSED SURVEYORS & CIVIL ENGINEERS
14 WALKER AVENUE, WEST PERTH

SCALE 50 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966



TOWN PLANNING BOARD

CANCELLED

DATE _____ CHAIRMAN

LOCAL AUTHORITY _____

DATE 2/4/1990 SHIRE TOWN CLERK

ANNEXURE C OF STRATA PLAN No. 222		REGISTERAR OF TITLES		
SCHEDULE OF REGISTERED PROPRIETORS				
REGISTERED PROPRIETOR	INSTRUMENT		REGISTER'D	SIGNATURE OF REGISTERAR OF TITLES
	NATURE	NUMBER		
The portion of the within land and common property contained herein, now comprised in Diagram 91575, is resumed and vested in the Western Australian Planning Commission Gaz 20th August 1996.	Application	6347189	9.12.96	
The portion of the Common Property comprised in Road Widening on Deposited Plan 49530 to Volume 2230 Folio 492 and dedicated under Section 168(5) P & D Act.	Transfer	J830489	13.7.06	RS Roberts
The survey for the balance of the land is now Lot 801 on Deposited Plan 49530.	Transfer	J830489	13.7.06	RS Roberts
The address for service of notices on the Strata Company is now Suite 6, 160 Burswood Road, Burswood WA 6100	Notification	L273694	30.3.2010	RS Roberts
The address for serving of notices on the Strata Company is now 138 Burswood Road, Burswood WA 6100	Notification	N131684	25.9.2015	
SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS				

INSTRUMENT		SCHEDULE OF ENCUMBRANCES, ETC.				SIGNATURE OF REGISTRAR OF TITLES	CANCELLATION		
NATURE	NUMBER	PARTICULARS	REGIST'D						
Transfer	A556595	<p>Grants to Metropolitan Water Supply, Sewerage and Drainage Board the right to enter upon part of the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain sewerage rights as set out in the said Transfer.</p>	16-8-72						
NOTIFICATION	M84277	NOTIFICATION OF CHANGE OF BY-LAWS		24.10.2012					
NOTIFICATION	M842007	NOTIFICATION OF CHANGE OF BY-LAWS		1.12.2014					

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

[illegible]



OFFICE USE ONLY

P305976 SB

03 Oct 2022 16:11:40 Perth

**SB Scheme By-laws - Application to Amend**

Lodged by: ¹⁷	<u>GV Lawyers</u>
Address:	<u>Level 5, Irwin Chambers, 16</u> <u>Irwin Street, Perth WA 6000</u>
Phone Number:	<u>(08) 9325 6188</u>
Fax Number:	<u>(08) 9221 1745</u>
Reference Number:	<u>PM:20220633</u>
Issuing Box Number:	<u>82T</u>

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

Prepared by:	<u>GV Lawyers</u>
Address:	<u>Level 5, Irwin Chambers, 16</u> <u>Irwin Street, Perth WA 6000</u>
Phone Number:	<u>(08) 9325 6188</u>
Fax Number:	<u>(08) 9221 1745</u>
Reference Number:	<u>PM:20220633</u>

Document No. 528585

Titles, Leases, Evidence, Declarations etc. lodged
herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹⁷ Lodging Party Name may differ from Applicant Name.

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



Scheme By-laws – Application to Amend

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: 222

The Owners of ¹ Habitat 74, Strata Plan 222 (strata company):

Part 1 – Application to Amend

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

And certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months from closing date) the

☐ **additions**/ ☐ **amendments**/ ☐ **repeal**² to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

☐ **and** / ☐ **or**²

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months from closing date) the

☐ **additions**/ ☐ **amendments**/ ☐ **repeal**² to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

☐ **and** / ☐ **or**

By ordinary resolution passed at the Annual General Meeting on _____ and pursuant to Regulation 175(4) of the *Strata Titles Act 1985* the following ☐ **additions**/ ☐ **amendments**/ ☐ **repeal**³ to the Conduct by-laws were made as detailed here

¹ To be completed as "[scheme name + scheme type + scheme no]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

² Select whichever is applicable.

³ Select whichever is applicable.

The strata company further certifies that the consolidated by-laws provided in **Part 2** are all the current by-laws for the scheme.

Part 2 – Consolidated By-laws of Scheme Number: 222

Governance By-Laws

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.

(2) [Deleted by Amendment to the Act in 2020]

2. [Deleted by Amendment to the Act in 2020]

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,

Page 2 of 25

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

the 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.

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.
- (5) *[Deleted by Amendment to the Act in 2020]*
- (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.
- (7) *[Deleted by Amendment to the Act in 2020]*
- (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.
- (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.

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.

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.

7. Chairperson, secretary and treasurer of Strata Company

- (1) Subject to sub-by-law (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-by-law (2) may act until the end of the meeting for which the person was appointed to act.

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 an 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.
- (6) *[Deleted by Amendment to the Act in 2020]*

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.

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.

11-15. *[Deleted by Amendment to the Act in 2020]*

16. Conditional exclusive use in respect of Carbay

- (1) The proprietors of lots 1 to 8, 10, 12, 13, and 21 to 74 (each a Carbay Grantee) shall each have exclusive use and enjoyment of a common property carbay (Carbay) with boundaries of and bearing the same number as their lot shown on Annexure "A", subject to compliance with sub-bylaws (2) & (3).

- (2) Each Carbay Grantee shall ensure that:
- (a) the Carbay is only used for parking of a motor vehicle;
 - (b) any motor vehicle is parked wholly within the boundaries of the Carbay and does not obstruct any other part of the common property;
 - (c) no servicing or mechanical work is performed on a motor vehicle within the Carbay, other than as may be necessary to start or remove it from the parcel;
 - (d) no goods are stored in the Carbay so as to be visible from outside the Carbay;
 - (e) no oil, grease or flammable material accumulates within the Carbay; and
 - (f) the Carbay is not added to or modified without the prior written consent of the strata company.

- (3) Each Carbay Grantee shall:
- (a) at their own cost, repair and, where necessary, renew and replace, the paving of the Carbay, if the surface of the paving is damaged (Excluding normal wear

- and tear) by their use of the Carbay or by the accumulation of any oil, grease or flammable material;
- (b) hold, use and maintain the Carbay at their own risk in all respects;
 - (c) indemnify and keep indemnified the strata company against all actions, claims, demands, damages, costs, suits, causes of action and losses of any nature whatsoever which the strata company may suffer or incur in respect of damage to property, death or bodily injury arising from or related to the use of the Carbay and that is occasioned wholly or in part by any wilful or negligent act or omission or by any breach of this by-law, any duty of care or of any conditions applicable in respect of the use of the Carbay by the proprietor, or by any other person using the Carbay with the consent or approval of the proprietor;
 - (d) allow the strata company to erect a roof over the Carbay and install required supporting members within the Carbay;
 - (e) allow the strata company by its agents, employees, councillors or contractors, on reasonable notice, to
 - i. enter the Carbay to inspect the common property; and
 - ii. arrange and carry out any works needed to remedy any non-compliance with this by-law, if the Carbay Grantee fails to remedy that non-compliance upon reasonable request; and
 - (f) pay the strata company's costs of any remedial works on demand and the Carbay Grantee agrees that these costs may be recovered as if they were a contribution levied pursuant to section 36(1).

17. Conditional exclusive use and special privileges in respect of Permitted Items

(1) In this by-law:

Council's Consent means written consent granted by the council to the installation of Permitted Items, including any conditions on which that consent is granted; and

Permitted Items means those items that are now installed or are to be installed on common property, with Council's Consent. It includes sliding doors, metal awnings, roller shutters, security doors and screens, external light fixtures, exhaust fan vent covers, television antennae, roof insulation, security equipment, the items listed in sub-bylaw (8) and anything of a similar kind, together with all fixings, wiring, pipes and ducts reasonably necessary for the installation and safe operation and use of the items.

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

- (2) Each proprietor shall have the:
- (a) special privilege of installing and keeping on common property; and
 - (b) exclusive use of the common property occupied by,
- the Permitted Items they own, provided they comply with this by-law and the Council's Consent in respect of those items.
- (3) The Council may refuse or grant a proprietor's request for Council Consent, and may issue Council's Consent on such conditions as it shall reasonably determine.
- (4) The Council shall only grant its consent to the installation of an item on common property if the item is in keeping with the development on the parcel.
- (6) Each proprietor granted rights pursuant to this by-law and Council's Consent shall:
- (a) install the Permitted Item at that proprietor's own cost and risk;
 - (b) not alter, modify, erect, demolish or add to the Permitted Item without the council's written consent;
 - (c) keep the Permitted Item free from dirt, corrosion and unsightly marks;
 - (d) ensure that the Permitted Item and its use does not unreasonably interfere with the use and enjoyment of any part of the parcel by any other proprietor, occupier or other resident;
 - (e) allow the strata company, by its councillors, agents, employees and contractors, to enter upon their lot to inspect and carry out works on the common property, after giving reasonable notice;
 - (f) at their own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
 - (g) if they have breached this by-law, remove the Permitted Item from the common property within 14 days after receiving written notice from the council;
 - (h) make good, to the reasonable satisfaction of the council, any damage caused by the installation, maintenance, operation or removal of the Permitted Item, at their own cost, within 14 days after receiving written notice from the council; and
 - (i) install, hold, use and maintain the Permitted Item at their own risk in all respects.

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

- (j) indemnify and keep indemnified the strata company against all actions, claims, demands, damages, costs, suits, causes of action and losses of any nature whatsoever which the strata company may suffer or incur in respect of damage to property, death or bodily injury arising from or related to the installation or use of the Permitted Item and that is occasioned wholly or in part by any wilful or negligent act or omission or by any breach of this by-law, any duty of care or the Council's Consent by the proprietor, or by any other person using the Permitted Item with the consent or approval of the proprietor.
- (7) If a proprietor breaches this by-law, the strata company may, on reasonable written notice:
 - (a) carry out all works required to rectify that breach; and
 - (b) remove the Permitted Item and store it at a storage facility at the risk of the proprietor,and the proprietor agrees that the costs of doing this are payable on demand and may be recovered as if they were a contribution levied pursuant to section 36(1).

EXCLUSIVE USE PLAN (AS PER SURVEY)			
<p>LINKS Surveying</p> <p>Land Development Consultants and Licensed Surveyors</p> <p>Tel: (08) 9354 8511 Fax: (08) 9354 8522 P.O. Box 118, WILLETTON 6155 Email: links@surveylink.com.au</p>		<p>CB - CARBAY V - VISITORS BAY</p> <p>ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.</p> <p>THE STRATUM OF THE EXCLUSIVE USE AREAS EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE PAVING TO A HEIGHT OF 2.5M EXCEPT WHERE COVERED.</p> <p>SUFFIX NUMBERS INDICATE THE NUMBER OF THE LOT TO WHICH THE EXCLUSIVE USE IS ASSIGNED.</p> <p>THE BOUNDARIES OF THE EXCLUSIVE USE AREAS ARE AS DIMENSIONED FROM THE MAIN BUILDING.</p>	
<p>PARCEL LOT 801, No 62 - 64 GREAT EASTERN HIGHWAY, RIVERVALE.</p>		<p>DATE 12.10.11</p>	
<p>STRATA PLAN 222 C/T Vol/Fol. 318 / 145A</p>		<p>SCALE : 1 : 300 @ A4</p>	
<p>STRATA COMPANY THE OWNERS OF " HABITAT 74 " STRATA PLAN 222</p>		<p>FIRST FLOOR LEVEL " CARBAYS "</p>	

"A"

EXCLUSIVE USE PLAN
(AS PER SURVEY)

SEE SHEET 2

SEE SHEET 2

CB - CARBAY
V - VISITORS BAY

ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

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

SUFFIX NUMBERS INDICATE THE NUMBER OF THE LOT TO WHICH THE EXCLUSIVE USE IS ASSIGNED.

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS ARE AS DIMENSIONED FROM THE MAIN BUILDING.

LINKS
Surveying
Land Development Consultants and Licensed Surveyors
Tel: (08) 9354 8511
Fax: (08) 9354 8522
P.O. Box 118, WILLETTON 6935
Email: links@surveylink.com.au

PARCEL LOT 801 No 62 - 64 GREAT EASTERN HIGHWAY, RIVERVALE.	DATE 12.10.11
STRATA PLAN 222 C/T Vol/Fol. 318 / 145A	SCALE : 1 : 300 @ A4
STRATA COMPANY THE OWNERS OF " HABITAT 74 " STRATA PLAN 222	GROUND FLOOR LEVEL " CARBAYS "

- (8) The items below already installed on Common Property are Permitted Items and have Council's Consent:

Permitted Items	Lots
Fly screens	1 to 74
Fences and/or gates	16,22,27,29,30,36,37,38,52, 70
Security screens	1 to 74
Security doors	1 to 74

18. Consent or approval of strata company or council

- 18.1 If the consent or approval of the strata company or council is requested pursuant to the Act or the by-laws, the strata company or the council, as the case may be, may refuse that request, grant that request or grant that request on such terms as it shall reasonably determine.
- 18.2 If the consent or approval of the strata company or council is required pursuant to the Act or the by-laws, that consent or approval shall only be taken to have been given if it is given in writing.

19. Sub-metered utilities

- 19.1 In this by-law, **Utilities** means such of electricity, water and gas as are supplied to lots in the parcel and are metered by sub-meters.
- 19.2 Pursuant to section 42B of the Act, the strata company shall levy contributions in respect of the supply of Utilities based on the consumption of Utilities as determined by information obtained from sub-meters.
- 19.3 The proprietors, occupiers or other residents shall not interfere with the sub-meters and shall only obtain the Utilities through the sub-meters.

20. Service of notices and documents

- 20.1 Pursuant to Section 125 and the *Electronic Transactions Act 2003* (WA) notices and documents, including but not limited to notices and minutes of general meetings, notices of infringement of by-laws and invoices, may be served by the strata company by email or by other electronic means on any proprietor who has given written consent to that method of service.
- 20.2 The proprietors acknowledge that the Act obliges the strata company to allow any qualified applicant to inspect and obtain copies of all records relating to those notices and documents and their service on any proprietor.

Conduct By-Laws

1. Vehicles and parking

- 1.1. A proprietor, occupier and other resident shall not allow or cause any vehicle to park or stand:
- 1.1.1. on any part of the common property without the consent of the strata company;
 - 1.1.2. in such a position where it is likely to be a nuisance or obstruct access to or egress from any car parking area; nor
 - 1.1.3. on the parcel if its length or width exceeds the marked limits of the designated car bay on the parcel.
- 1.2. A proprietor, occupier or other resident shall not:
- 1.2.1. cause or permit a vehicle to park or stand on any area marked as visitor parking;
 - 1.2.2. grant any lease, licence or other occupancy right over any part of their lot or the common property used for parking to any person who is not a proprietor or occupier of a lot;
 - 1.2.3. allow or cause any caravan, camper van, trailer or marine craft to be brought or kept on the parcel;
 - 1.2.4. drive any vehicle at more than 10 km/h on the parcel;
 - 1.2.5. conduct repairs on or restoration to any vehicle on any part of the parcel, other than for the purpose of removing it from the parcel;
 - 1.2.6. use a designated parking bay for any purpose other than parking one vehicle; and
 - 1.2.7. on any part of their lot intended for use as a car bay:
 - 1.2.7.1. erect any form of structure;
 - 1.2.7.2. store any commercial, household, recreational or other goods; or
 - 1.2.7.3. allow any accumulation of rubbish.

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.

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.

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.

5. *[Deleted by Amendment to the Act in 2020]*

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.

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.

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.

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.

10. Floor Covering

- 10.1 A proprietor shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or invitee of another lot.
- 10.2 A proprietor must not remove or replace any floor coverings without the consent of the strata company.
- 10.3 Without limiting the requirements of sub-bylaw 10.1, any floor covering (including ceramic or clay tiles, carpets, wood parquetry, vinyl sheet covering, or any other form of floor covering) must only be installed over a sound proof membrane which complies with the relevant Australian Standards or Building Code of Australia and which has the consent of the strata company.

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.

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.

13. Alterations to lots

- 13.1 In this by-law, "**Works**" means any structural alterations, extensions or additions, office fit-out, renovations or associated works to a lot.
- 13.2 A proprietor shall not commence any Works unless they have:
- 13.2.1 complied with and obtained all the necessary approvals of the strata company as provided for in sections 7 and 7B;
 - 13.2.2 obtained all the necessary approvals and permits of the local government and any other competent public authority;
 - 13.2.3 given to the strata company at least 14 days written notice of the Works and true and complete copies of all relevant plans and specifications and any approvals and permits obtained from the local government and any other competent public authority pursuant to sub-bylaw 13.2.2;
 - 13.2.4 provided the strata company with a detailed dilapidation report prepared by a suitably qualified and independent contractor covering the common property over or through which any building or other materials are to be transported or stored and in particular for the whole of the floor on which the lot is located; and
 - 13.2.5 indemnified the strata company against all actions, claims, demands, damages, costs, suits, causes of action and losses of any nature whatsoever which the strata company may suffer or incur in respect of damage to property, death or bodily injury arising from or related to the proprietor undertaking the Works, and that is occasioned wholly or in part by any wilful or negligent act or omission or by any breach of this by-law, any duty of care or the strata company's consent by the proprietor, or by any other person undertaking the Works with the consent of the proprietor.
- 13.3 In causing or allowing any Works of any kind to be carried out on their lot, a proprietor shall ensure that:
- 13.3.1 all tradesmen's vehicles permitted by these by-laws are parked, stored or kept within that part of the lot intended for use as a car parking bay;
 - 13.3.2 no rubbish or building materials are stored on or within the common property;
 - 13.3.3 no security door or gate within the scheme remains open while the Works are carried out;
 - 13.3.4 any common property damaged as a result of conducting the Works is cleaned and restored to the same state and condition as it was before the Works commenced;

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

- 13.3.5 access to or egress from the lot by all tradesmen bringing materials to the lot for the purpose of carrying out the Works is pre-arranged with the strata company;
- 13.3.6 no noxious or offensive activity shall be carried on upon the lot between the hours of 5.00 p.m. and 7.00 a.m. on any day or at any time on Sunday nor shall anything be done thereon which interferes with the peaceful enjoyment of or causes a nuisance to another proprietor, occupier or other resident and, without limiting the generality of the foregoing, no mechanical or pneumatic tools shall be used during the hours above; and
- 13.3.7 all Works are carried out in an enclosed environment to prevent the escape of dust, debris and other materials from the lot.

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.

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.

15A Preventing Water Leaks

15A.1 Every proprietor, occupier and other resident shall ensure that all:

- bathrooms;
- en-suites;
- toilets;
- laundries;
- kitchens; and
- balconies

within their lot or common property immediately adjacent to their lot are:

- kept in good and serviceable repair,
- properly maintained; and
- where necessary, renewed and replaced,

so as to prevent water or other liquid leaking to any other lot or the common property (other than though waste pipes and drains).

15A.2 If sub by-law 15A.1 is breached, and any other lot or common property is damaged, then the strata company may require the proprietor of the lot concerned, by written notice, to:

15A.2.1 rectify the breach and any resultant damage within a reasonable time; and

15A.2.2 employ the contractor reasonably nominated by the strata company for that purpose.

15A.3 In an emergency, or if a proprietor does not comply with a notice provided pursuant to sub-by-law the strata company may:

15A.3.1 enter and inspect a lot to determine whether sub-by-law 15A.1 has been breached; and

15A.3.2 employ whatever means may be reasonably necessary to ensure no further leaks occur and to repair resultant damage to the common property.

15A.4 Pursuant to section 42B of the Act, the strata company shall levy contributions in respect of the expenses caused by or resulting from any breach of this by-law on the proprietor of the lot concerned, not in accordance with unit entitlement.

each part of a lot on the proprietor of the lot concerned.

[Schedule 2 By-Law 15A renumbered on First Consolidation]

Part 3 – By-laws of Significance

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

By-law number(s)

Staged subdivision by-laws⁴: _____

By-law under planning (scheme by-laws) condition⁵: _____

Exclusive use by-laws⁶: 16, 17

Western Australian Planning
Commission approval number
(if applicable)⁷:

Leasehold by-laws⁸: _____

Part 4 – Attachments

- ☐ **Consent Statement – Designated Interest⁹ Holders**, to staged subdivision by-laws
- ☐ **Consent of the Owner of the Leasehold Scheme¹⁰**, to leasehold by-laws or staged subdivision by-laws
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of WAPC or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

⁴ Refer *Strata Titles Act 1985* section 42.

⁵ Refer *Strata Titles Act 1985* section 22.

⁶ Refer *Strata Titles Act 1985* section 43.

⁷ Refer *Strata Titles Act 1985* section 20.

⁸ Refer *Strata Titles Act 1985* section 40.

⁹ Refer section 3(1) of the Act for meaning of designated interest.

¹⁰ Owner of the leasehold scheme has the meaning in section 3(1) of the Act.



Part 5 – Execution

Date of Execution: _____

1. Common Seal

The common seal of the Owners of¹¹

Habitat 74, Strata Plan 222

is fixed to this document in accordance with section 118
of the *Strata Titles Act 1985* in the presence of:



Member of Council: _____

Member of Council: _____

Signature

Signature

Full Name

Full Name

Delegation¹²

Delegation¹²

Lot Number

Lot Number

OR

¹¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.


¹² Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

2. No Common Seal

Signed for and on behalf of the Owners of¹³ **Habitat 74, Strata Plan 222** in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*¹⁴.

☒ Member of Council / ☐ Strata Manager¹⁵:

☐ Member of Council / ☐ Strata Manager¹⁵:

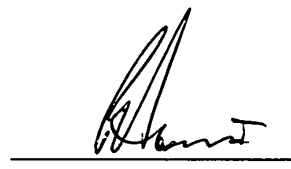


Signature
MICHAEL BANNING

Full Name
Committee Member

Delegation¹⁶
A13 (Lot 29)

Lot Number



Signature
PETER ARASI

Full Name
Treasurer

Delegation¹⁶
A23 (Lot 54)

Lot Number

¹³ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

¹⁴ Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

¹⁵ Select whichever is applicable.

¹⁶ Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: PM:20220633
Our Ref: P305976
Enquiries: Phil
Telephone: 9273 9837
Facsimile: 9273 7673

8 November 2022

GV LAWYERS
LEVEL 5
16 IRWIN STREET
PERTH WA 6000
AU

Facsimile: 92211745
Email: info@gvlawyers.com.au
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
P305976	<p>SB P305976</p> <p>The opening and closing dates for the voting period for this document have been left blank.</p> <p>There has been no additions/amendments noted on page 1 of this document but it appears that</p> <p>Governance By-Law number 20 is to be an addition.</p> <p>If this is the case please E-mail all new information to "phillip.wyss@landgate.wa.gov.au"</p>	93.80

Requisition Sub Total \$ 93.80
Additional Fee \$ 0
TOTAL FEE Payable \$ 93.80

Sincerely,

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above and/or refer to Landgate's Land Titles Registration Policy and Procedure Guides.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment .



BRUCE ROBERTS
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
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*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment .



Our Ref: PM:20220633/ag
Your Ref: Dealing No. P305976

10 November 2022

Registrar of Titles
Landgate
Customer Service Hall
PO Box 2222
MIDLAND WA 6936

EV002275353 LTR



Attention: Phillip Wyss

By Email & Hand Delivery: phillip.wyss@landgate.wa.gov.au

Dear Sir

**THE OWNERS OF HABITAT 74, STRATA SCHEME 222
CONSOLIDATION OF SCHEME BY-LAWS
LANDGATE DEALING NO. P305976**

We refer to your Requisition Notice dated 8 November 2022.

There were no additional by-laws added and this is the first consolidation.

We authorise Landgate to add the following clause to Document No. **P305976**:

Part 1 – First Consolidation

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

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

Please delete Schedule 1 Governance By-Law 20 as this should not have been included.

We **enclose** a cheque in the amount of **\$93.80** being payment of the requisition fee.

We take this opportunity to thank you for your assistance with the above.

Should you require anything further please do not hesitate to contact our office.

Yours faithfully,

GV LAWYERS
Pino Monaco

Email: pino@gvlawyers.com.au

559873_1

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GV LAWYERS PTY LTD ABN 14 121 467 801 trading as GV LAWYERS

**The Owners of Habitat 74
Strata Scheme 222**

MINUTES OF THE ANNUAL GENERAL MEETING

**HELD AT ENTRANCE OFF BURSWOOD ROAD, BURSWOOD, WA 6100
ON WEDNESDAY 27th NOVEMBER 2024 COMMENCING AT 6:00 PM**

Present:

Mr B Parry

Mr C Arnold

Mr M Bairstow

Mrs S Arena (ZOOM)

Proxies:

Mr S & Mrs G Roseby	Lot 8	in favour of Savannah Meade
Mr W Hall	Lot 12	in favour of the Chairperson
Ms T Davis	Lot 13	in favour of the Chairperson
Mr C Davison	Lot 17	in favour of Savannah Meade
Mr C L Soo & Ms F Wang	Lot 19	in favour of the Chairperson
Ms C Hickey	Lot 22	in favour of the Chairperson
Ms J Brunet	Lot 24	in favour of the Chairperson
Mr M Bairstow & Ms C Faulkner	Lot 32	in favour of Mr M Bairstow
Mr R & Mr B Richardson	Lot 33	in favour of the Chairperson
Mr P Payne	Lot 35	in favour of the Chairperson
Mr R Seneque	Lot 36	in favour of the Chairperson
Mr P & Mrs S Easton	Lot 42	in favour of Savannah Meade
Ms V Caina	Lot 46	in favour of the Chairperson
<i>Ms S Fenton</i>	<i>Lot 47</i>	<i>in favour of the Chairperson</i>
Mr R Leckie	Lot 48	in favour of the Chairperson
Ms S Roberts	Lot 49	in favour of the Chairperson
Ms E Smith	Lot 51	in favour of the Chairperson
<i>Mr D & Mrs S Lavell</i>	<i>Lot 52</i>	<i>in favour of the Chairperson</i>
<i>Mr A Arena</i>	<i>Lot 55</i>	<i>in favour of Mrs S Arena</i>
Mr C & Ms M Gould	Lot 60	in favour of the Chairperson
Ms T Robinson	Lot 63	in favour of the Chairperson
Mr B Grys & Ms N Collier	Lot 66	in favour of the Chairperson
Ms H Budgen	Lot 69	in favour of the Chairperson
Mr T Hongswadhi	Lot 70	in favour of the Chairperson
Mrs M Slater & Mrs N Hardeman	Lot 74	in favour of the Chairperson

Apologies:

Ms J McCauley (Lot 28)

Mr C & Mrs M Gould (Lot 60)

Mr B Grys & Ms N Collier (Lot 66)

Mrs M Slater & Mrs N Hardeman (Lot 74)

In Attendance:

Savannah Meade - Representing Richardson Strata Management Services

Ms C Faulkner

Mr K Tham (Zoom)

1 Appointment of Chairperson for the Meeting

It was moved by Mr C Arnold and seconded by Mr M Bairstow that Savannah Meade be authorised to act as Chairperson of the Strata Company for the purpose of the meeting.

The Chairperson welcomed those present and advised that a quorum was not present. In accordance with section 130(4) of the Strata Titles Act, after 30 minutes had elapsed from the time appointed for the general meeting, the persons entitled to vote who were present at the meeting were taken to constitute a quorum for the purposed of the meeting.

The Chairperson opened the meeting at 6.30 PM to the following business.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

2 Confirmation of Previous Minutes

(a) It was moved by Mr C Arnold and seconded by Mr B Parry that the previously circulated Minutes of the General Meeting held on 24 October 2023 be confirmed as a true record of those proceedings.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

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

GENERAL BUSINESS

3 Consideration of Statement of Accounts

It was moved by Mr C Arnold and seconded by Mr B Parry that the Statement of Accounts for the period 1 July 2023 to 30 June 2024 showing an amount of **\$310,789.29** net owner's funds be adopted as presented.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

4 Insurance

- (a) It was moved by Mr B Parry and seconded by Mr C Arnold that the copies of the current certificates and schedules for the insurance required under section 127 (3)(c) of the Act and managers disclosures, as tabled, be received and incorporated into the records of the Strata Company.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

- (b) It was moved by Mr B Parry and seconded by Mr C Arnold that the Lync Insurance Brokers Financial Services Guide and CHU Product Disclosure Statement as tabled be received and incorporated into the records of the Strata Company.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

- (c) It was moved by Mr B Parry and seconded by Mr C Arnold that the Council be directed to renew the insurance policy prior to its expiry date in such sum as are suggested by the insurer or as are recommended by qualified professional advisors.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

5 Insurance Valuation

It was moved by Mr M Bairstow and seconded by Mr B Parry that the Council be directed to obtain a building replacement valuation and amend the sum insured to the amount of that valuation using surplus funds.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

6 Constitution of the Council

It was moved by Mr C Arnold and seconded by Mr B Parry that the Council of the Strata Company consist of five (5) proprietors.

Amendment

An amendment was moved by Mr C Arnold and seconded by Mr B Parry that the Council of the Strata Company consist of four (4) proprietors.

The amendment was put to a vote as follows:

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The amendment was CARRIED.

Substantive motion

It was moved by Mr C Arnold and seconded by Mr B Parry that the Council of the Strata Company consist of four (4) proprietors.

The substantive motion was put to a vote as follows:

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The substantive motion was CARRIED.

The Chairperson called for nominations of candidates for election to the Council and the following valid nominations were received;

Mr A Arena

Mr B Parry

Mr M Bairstow

Mr C Arnold

The Chairperson declared those nominated duly elected members of the Council.

7 10 Year Plan – Year 4

This motion lapsed due to lack of support.

SPECIAL BUSINESS

8 Consideration of Infrastructure Contract - Lot 42

It was moved by Mr B Parry and seconded by Mr C Arnold that the Owners resolve by ordinary resolution of the Strata Company to apply section 64 of the Strata Titles Act 1985 (Act) to the Infrastructure Contract in accordance with section 64(1)(b) of the Act (Section 64 Resolution).

a) In accordance with regulation 64(1) of the Strata Titles (General) Regulations 2019 (Regulations) this notice of the Section 64 Resolution includes the following information:

“Section 64(3) of the Act: The person (the infrastructure owner) who, from time to time, owns the infrastructure the subject of an infrastructure contract has an easement over the common property specified in the infrastructure contract that entitles the infrastructure owner —

- (a) to install and remove the infrastructure specified in the contract; and
- (b) to operate that infrastructure; and
- (c) to examine, maintain, repair, modify and replace that infrastructure.

Section 64(4) of the Act: The easement is subject to any conditions set out in the infrastructure contract (as in force from time to time).

Section 64(5) of the Act: The infrastructure contract may be varied by agreement between the strata company and the person who is the infrastructure owner from time to time.

Section 64(6) of the Act: The easement ceases to exist if the infrastructure contract is terminated or otherwise ceases to have effect.

Section 64(7) of the Act: The rights conferred by the easement must be exercised so as to minimise, as far as reasonably practicable, interference with the enjoyment and use of the common property.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

9 Budget of Estimated Expenditure – Administrative Fund

It was moved by Mr C Arnold and seconded by Mr B Parry that the Budget of Estimated Expenditure from the Administrative Fund for the period 1 July 2024 to 30 June 2025 amounting to **\$216,098.18 (+ GST)** be adopted as presented.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

10 Budget of Estimated Expenditure – Reserve Fund

It was moved by Mr M Bairstow and seconded by Mr C Arnold that the Budget of Estimated Expenditure from the Reserve Fund for the period 1 July 2024 to 30 June 2025 amounting to **\$157,000.00** (+ GST) be adopted as presented.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 55, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

11 Determination of Levies – Administrative Fund

It was moved by Mr M Bairstow and seconded by Mr C Arnold that the Levy of contributions in the financial year to raise a total of **\$165,000.00** (inclusive of GST), on proprietors for the Administrative Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

\$3.691	per unit entitlement	1 July	2024
\$3.691	per unit entitlement	1 October	2024
\$4.05	per unit entitlement	1 January	2025
\$4.05	per unit entitlement	1 April	2025

With the amount to be set at **\$3.871** per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 60, 63, 66, 69, 70, 74

Lots Against: NIL

Lots Abstained: NIL

The motion was CARRIED.

12 Determination of Levies – Reserve Fund

This motion moved by Mr M Bairstow and seconded by Mr C Arnold that the Levy of contributions in the financial year to raise a total of **\$65,000.00** (inclusive of GST) for the Reserve Fund, be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

\$1.39	per unit of entitlement due	1st July	2024
\$1.39	per unit of entitlement due	1st October	2024
\$1.66	per unit of entitlement due	1st January	2025
\$1.66	per unit of entitlement due	1st April	2025

With the amount to be set at **\$1.525** per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

Lots In favour: 8, 12, 13, 16, 17, 19, 22, 24, 32, 33, 34, 35, 36, 42, 46, 48, 49, 51, 60, 63, 66, 69, 70, 74

Lots Against: NIL
Lots Abstained: NIL

The motion was CARRIED.

13 Matters without notice for referral to the Council

Bins

The Council of Owners has been working towards a number of solutions to the ever present waste problems at the complex, however, noting the cause of the issue is the size of the bin truck from the City of Belmont not being able to fit into the lower areas safely to service the bins.

This has led to the Strata Company needing to employ an additional person to move these bins up to the collection point on the exit driveway and these can be very heavy when full.

The Council of Owners is currently looking into a commercial waste provider to replace the City of Belmont however is awaiting further information at this time to ascertain if this is a viable option.

Gates

Vehicle gates to the entrance and exit drive of the complex have received conditional approval by the City of Belmont to proceed. The Council of Owners is working with Richardson Strata Management Services to progress this matter.

Vehicle size limit – B13 exit drive

It was raised in the meeting by the Owner of Unit B13 that vehicles entering the complex should be restricted to the size limit of the exit driveway to prevent entry of oversized vehicles that may not be able to exit safely.

14 Close of Meeting

There being no further business, the meeting was declared closed at 6:50 PM.

Chairperson

Date

Income & Expenditure Summary

Financial Period

01/07/2024 - 30/06/2025

222 62-64 Great Eastern Highway RIVERVALE

Administrative Fund

	Actual 01/07/24 - 30/06/25	Budget 01/07/24 - 30/06/25	Actual 01/07/23 - 30/06/24
Income			
Debt Collection Recoveries			
Debt Collection Recoveries	\$1,999.09	\$0.00	\$510.00
Expenses Recoveries			
Owner Expense Recoveries	\$674.29	\$0.00	\$0.00
Insurance Claim Income			
Insurance Claims	\$2,927.27	\$0.00	\$0.00
Interest			
Interest On Levy Arrears	\$273.97	\$0.00	\$202.36
Interest On Bank Deposits (Owners of Habitat 74 Admin investment Fund)	\$3,528.34	\$0.00	\$2,524.13
Levy Income			
Levies Due	\$150,000.14	\$150,000.00	\$128,181.32
Other Income			
Electricity	\$20,259.46	\$10,000.00	\$13,979.97
Transfer From Reserve	\$0.00	\$25,000.00	\$20,000.00
Rental Income 1	\$15,557.22	\$12,000.00	\$16,359.90
Status Certificate Fees*	\$1,960.00	\$0.00	\$1,540.00
Income Tax Refund	\$0.00	\$0.00	\$4,355.90
Infrastructure Process	\$470.00	\$0.00	\$0.00
Total Income	\$197,649.78	\$197,000.00	\$187,653.58
Expenses			
Accounting, Taxation & Banking			
BAS / GST Preparation	\$400.00	\$454.55	\$400.00
Income Tax	\$4,581.00	\$12,500.00	\$7,829.00
Accounting	\$300.00	\$200.00	\$200.00
Building Administration			
Retrieval & Storage	\$2,016.00	\$1,680.00	\$1,988.00
Management Fees - Standard	\$19,699.88	\$19,700.00	\$19,142.27
Management Fees - Non Standard	\$1,060.00	\$2,727.27	\$917.80
Meeting Fee	\$1,020.00	\$2,727.27	\$885.00
Postage & Petties	\$529.18	\$1,090.91	\$507.66
Debt Collection	\$1,999.09	\$0.00	\$510.00
Portal Access	\$300.00	\$330.00	\$300.00
Creditor Compliance	\$300.00	\$330.00	\$300.00
Key Register	\$50.00	\$50.00	\$50.00
Debt Collection - Waived By Council	\$30.00	\$0.00	\$0.00
Building General			
Strata Company Rental Unit	\$2,275.25	\$0.00	\$985.45
Cleaning			
Cleaning General	\$13,450.00	\$25,000.00	\$21,166.72
Rubbish Removal	\$12,230.00	\$4,000.00	\$3,760.00
Electrical			
Electrical - General	\$5,103.73	\$4,090.91	\$1,417.00

Report Date: 6th August 2025



138 Burswood Road
Burswood WA 6100

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Facsimile: 9355 5299

Income & Expenditure Summary

Financial Period

01/07/2024 - 30/06/2025

222

62-64 Great Eastern Highway RIVERVALE

Administrative Fund

	Actual 01/07/24 - 30/06/25	Budget 01/07/24 - 30/06/25	Actual 01/07/23 - 30/06/24
Garden & Grounds			
Lawns & Gardens	\$19,620.00	\$19,840.00	\$18,800.00
Jetty	\$159.65	\$150.00	\$155.00
Reticulation / Irrigation Service	\$796.18	\$2,000.00	\$0.00
Insurance			
Premiums	\$49,612.37	\$65,000.00	\$52,362.04
Insurance Claim Repairs	\$2,599.09	\$0.00	\$0.00
Maintenance & Repairs			
General Repairs	\$17,211.70	\$20,000.00	\$4,846.50
Gutter Cleaning	\$0.00	\$2,000.00	\$1,500.00
Pumps	\$1,800.00	\$2,000.00	\$0.00
Owners Expense	\$674.29	\$0.00	\$0.00
Security - CCTV	\$335.00	\$0.00	\$0.00
10 Year Plan	\$1,880.00	\$0.00	\$0.00
Pest Control			
Pest Control*	\$0.00	\$818.18	\$486.36
Plumbing			
Plumbing & Drainage	\$9,703.82	\$10,909.09	\$4,658.27
Water			
Water Consumption*	\$21,557.21	\$18,500.00	\$17,933.54
Miscellaneous			
Status Certificate Fees Paid	\$1,960.00	\$0.00	\$1,540.00
Infrastructure Contract	\$470.00	\$0.00	\$0.00
Total Expenses	\$193,723.44	\$216,098.18	\$162,640.61
Surplus / Deficit	\$3,926.34	(\$19,098.18)	\$25,012.97
Opening Administrative Balance	\$66,102.80	\$66,102.80	\$41,089.83
Administrative Fund Balance	\$70,029.14	\$47,004.62	\$66,102.80

Report Date: 6th August 2025



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Income & Expenditure Summary

Financial Period

01/07/2024 - 30/06/2025

222 62-64 Great Eastern Highway RIVERVALE

Reserve Fund

	Actual 01/07/24 - 30/06/25	Budget 01/07/24 - 30/06/25	Actual 01/07/23 - 30/06/24
Income			
Interest			
Interest On Levy Arrears	\$121.02	\$0.00	\$107.07
Interest On Bank Deposits (Owners of Habitat Reserve Fund)	\$3,258.55	\$0.00	\$3,220.04
Levy Income			
Levies Due	\$59,090.80	\$59,090.91	\$53,927.92
Total Income	\$62,470.37	\$59,090.91	\$57,255.03
Expenses			
Building General			
Balcony Tiling	\$13,951.00	\$50,000.00	\$3,695.00
Maintenance & Repairs			
Trip & Slip Hazards	\$0.00	\$15,000.00	\$0.00
Waterproofing - Walkways Stairs Landings	\$0.00	\$15,000.00	\$0.00
Plumbing			
Pumps & Hydraulics	\$14,100.00	\$0.00	\$0.00
Security & Intercom			
Security System Upgrade	\$0.00	\$12,000.00	\$1,445.00
Security Gates	\$0.00	\$40,000.00	\$0.00
Miscellaneous			
Transfer To Admin Fund	\$0.00	\$25,000.00	\$20,000.00
Total Expenses	\$28,051.00	\$157,000.00	\$25,140.00
Surplus / Deficit	\$34,419.37	(\$97,909.09)	\$32,115.03
Opening Reserve Balance	\$244,686.49	\$244,686.49	\$212,571.46
Reserve Fund Balance	\$279,105.86	\$146,777.40	\$244,686.49

Report Date: 6th August 2025

222 62-64 Great Eastern Highway RIVERVALE

Administrative Fund

	Proposed Budget 01/07/25 - 30/06/26	Actual 01/07/24 - 30/06/25	Accepted Budget 01/07/24 - 30/06/25
Income			
Debt Collection Recoveries			
Debt Collection Recoveries	\$0.00	\$1,999.09	\$0.00
Expenses Recoveries			
Owner Expense Recoveries	\$0.00	\$674.29	\$0.00
Insurance Claim Income			
Insurance Claims	\$0.00	\$2,927.27	\$0.00
Interest			
Interest On Levy Arrears	\$0.00	\$273.97	\$0.00
Interest On Bank Deposits (Owners of Habitat 74 Admin investment Fund)	\$0.00	\$3,528.34	\$0.00
Levy Income			
Levies Due	\$150,011.82	\$150,000.14	\$150,000.00
Other Income			
Electricity	\$15,000.00	\$20,259.46	\$10,000.00
Rental Income 1	\$15,000.00	\$15,557.22	\$12,000.00
Status Certificate Fees*	\$0.00	\$1,960.00	\$0.00
Infrastructure Process	\$0.00	\$470.00	\$0.00
Transfer From Reserve	\$25,000.00	\$0.00	\$25,000.00
Total Income	\$205,011.82	\$197,649.78	\$197,000.00
Expenses			
Accounting, Taxation & Banking			
BAS / GST Preparation	\$400.00	\$400.00	\$454.55
Income Tax	\$10,000.00	\$4,581.00	\$12,500.00
Accounting	\$200.00	\$300.00	\$200.00
Building Administration			
Retrieval & Storage	\$2,016.00	\$2,016.00	\$1,680.00
Management Fees - Standard	\$20,323.10	\$19,699.88	\$19,700.00
Management Fees - Non Standard	\$2,000.00	\$1,060.00	\$2,727.27
Meeting Fee	\$2,000.00	\$1,020.00	\$2,727.27
Postage & Petties	\$1,000.00	\$529.18	\$1,090.91
Debt Collection	\$0.00	\$1,999.09	\$0.00
Portal Access	\$330.00	\$300.00	\$330.00
Creditor Compliance	\$330.00	\$300.00	\$330.00
Key Register	\$50.00	\$50.00	\$50.00
Debt Collection - Waived By Council	\$0.00	\$30.00	\$0.00
Building General			
Strata Company Rental Unit	\$0.00	\$2,275.25	\$0.00
Cleaning			
Cleaning General	\$25,000.00	\$13,450.00	\$25,000.00
Rubbish Removal	\$4,000.00	\$12,230.00	\$4,000.00
Electrical			
Electrical - General	\$5,000.00	\$5,103.73	\$4,090.91



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Proposed Budget

Financial Period
01/07/2025 - 30/06/2026

222 62-64 Great Eastern Highway RIVERVALE

Administrative Fund

	Proposed Budget 01/07/25 - 30/06/26	Actual 01/07/24 - 30/06/25	Accepted Budget 01/07/24 - 30/06/25
Garden & Grounds			
Lawns & Gardens	\$19,840.00	\$19,620.00	\$19,840.00
Reticulation / Irrigation Service	\$2,000.00	\$796.18	\$2,000.00
Jetty	\$160.00	\$159.65	\$150.00
Insurance			
Premiums	\$60,000.00	\$49,612.37	\$65,000.00
Insurance Claim Repairs	\$0.00	\$2,599.09	\$0.00
Maintenance & Repairs			
General Repairs	\$20,000.00	\$17,211.70	\$20,000.00
Pumps	\$2,000.00	\$1,800.00	\$2,000.00
Owners Expense	\$0.00	\$674.29	\$0.00
Security - CCTV	\$0.00	\$335.00	\$0.00
10 Year Plan	\$0.00	\$1,880.00	\$0.00
Gutter Cleaning	\$2,000.00	\$0.00	\$2,000.00
Pest Control			
Pest Control*	\$900.00	\$0.00	\$818.18
Plumbing			
Plumbing & Drainage	\$10,000.00	\$9,703.82	\$10,909.09
Water			
Water Consumption*	\$22,000.00	\$21,557.21	\$18,500.00
Miscellaneous			
Status Certificate Fees Paid	\$0.00	\$1,960.00	\$0.00
Infrastructure Contract	\$0.00	\$470.00	\$0.00
Total Expenses	\$211,549.10	\$193,723.44	\$216,098.18
GST	\$17,954.91		\$18,509.83
Surplus / Deficit	(\$6,537.28)	\$3,926.34	(\$19,098.18)
Opening Administrative Balance	\$70,029.14	\$66,102.80	\$66,102.80
Administrative Fund Balance	\$63,491.86	\$70,029.14	\$47,004.62
Number of units of entitlement:	10657		10657
Amount per unit of entitlement:	\$14.08		\$14.08

Report Date: 6th August 2025



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Proposed Budget

Financial Period
01/07/2025 - 30/06/2026

222 62-64 Great Eastern Highway RIVERVALE

Reserve Fund

	Proposed Budget 01/07/25 - 30/06/26	Actual 01/07/24 - 30/06/25	Accepted Budget 01/07/24 - 30/06/25
Income			
Interest			
Interest On Levy Arrears	\$0.00	\$121.02	\$0.00
Interest On Bank Deposits (Owners of Habitat Reserve Fund)	\$0.00	\$3,258.55	\$0.00
Levy Income			
Levies Due	\$59,097.91	\$59,090.80	\$59,090.91
Total Income	\$59,097.91	\$62,470.37	\$59,090.91
Expenses			
Building General			
Balcony Tiling	\$50,000.00	\$13,951.00	\$50,000.00
Maintenance & Repairs			
Trip & Slip Hazards	\$15,000.00	\$0.00	\$15,000.00
Waterproofing - Walkways Stairs Landings	\$15,000.00	\$0.00	\$15,000.00
Plumbing			
Pumps & Hydraulics	\$0.00	\$14,100.00	\$0.00
Security & Intercom			
Security Gates	\$50,000.00	\$0.00	\$40,000.00
Security System Upgrade	\$12,000.00	\$0.00	\$12,000.00
Miscellaneous			
Transfer To Admin Fund	\$25,000.00	\$0.00	\$25,000.00
Total Expenses	\$167,000.00	\$28,051.00	\$157,000.00
GST	\$14,200.00		\$13,200.00
Surplus / Deficit	(\$107,902.09)	\$34,419.37	(\$97,909.09)
Opening Reserve Balance	\$279,105.86	\$244,686.49	\$244,686.49
Reserve Fund Balance	\$171,203.77	\$279,105.86	\$146,777.40
Number of units of entitlement:	10657		10657
Amount per unit of entitlement:	\$5.55		\$5.54

Report Date: 6th August 2025



138 Burswood Road
Burswood WA 6100

Telephone: 9472 1833
Facsimile: 9355 5299

Balance Sheet

Financial Period

01/07/2024 - 30/06/2025

222

62-64 Great Eastern Highway RIVERVALE

	Administrative Fund	Reserve Fund	TOTAL
ASSETS			
Cash at Bank	41,466.66	161,414.30	202,880.96
Investment A/c Owners of Habitat 74	63,138.31	0.00	63,138.31
Investment A/c Owners of Habitat Reserve	0.00	117,212.46	117,212.46
Levies Receivable	4,469.32	479.10	4,948.42
Prepayments	4,674.37	0.00	4,674.37
Total Assets	113,748.66	279,105.86	392,854.52
LIABILITIES			
Levies Paid in Advance	39,668.06	0.00	39,668.06
GST Liabilities	(2,380.35)	0.00	(2,380.35)
Accounts Payable	6,431.81	0.00	6,431.81
Total Liabilities	43,719.52	0.00	43,719.52
Net Assets	70,029.14	279,105.86	349,135.00
OWNERS FUNDS			
Opening Balance	66,102.80	244,686.49	310,789.29
Surplus / Deficit for the period	3,926.34	34,419.37	38,345.71
Closing Balance	70,029.14	279,105.86	349,135.00
Total Owners Funds	70,029.14	279,105.86	349,135.00

Report Date: 6th August 2025



Issue date: 17 February 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 222	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	62 GREAT EASTERN HIGHWAY, RIVERVALE, WA 6103	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$28,631,991.00 Common Contents - \$286,320.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$10,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20327190	
PERIOD OF INSURANCE:	31 January 2025 expiring on 31 January 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



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 31/01/2025. 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 Habitat 74 Strata Plan 222
 C/- Richardson Strata Management Services
 138 Burswood Road
 BURSWOOD WA 6100

TAX INVOICE

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

Invoice Date: 29/01/2025

Invoice No: 402949

Our Reference: 222

Should you have any queries in relation to this account, please contact your Account Manager
 RSMS (info@lyncinsure.com.au)

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 Habitat 74 Strata Plan 222

TRANSFER RENEWAL

Policy No: T/B/A

Period of Cover:

From **31/01/2025**
 to **31/01/2026** at 4:00 pm

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

Residential Strata Insurance
NB: 62 Great Eastern Highway, RIVERVALE WA 6103

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
\$38,328.96	\$350.00	\$0.00	\$4,467.98	\$4,216.19	\$6,000.87

PSC receives commission of \$7,665.80
 Strata Manager income of \$7,665.80
 (both GST exclusive)

TOTAL \$53,364.00

(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: 40417881915582795



Pay by credit card (Visa, Mastercard, Amex or Diners)
 at www.deft.com.au
 A surcharge may apply.
DEFT Reference Number: 40417881915582795



*498 404178 81915582795

PSC Network Insurance Partners

Our Reference: 222

Invoice No: 402949

Due Date: 31/01/2025

Premium \$38,328.96
U'writer Levy \$350.00
Fire Levy \$0.00
GST \$4,467.98
Stamp Duty \$4,216.19
Broker Fee \$6,000.87

AMOUNT DUE

\$53,364.00

Schedule of Insurance

Page 2 of 7

Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

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 Habitat 74 Strata Plan 222
THE BUSINESS: Residential Strata as per attached schedule
PERIOD OF INSURANCE: 31 January 2025 expiring on 31 January 2026 at 4pm Local Standard Time
INTERESTED PARTIES: Nil advised
SITUATION: 62 Geat Eastern Highway RIVERVALE WA 6103

PERCENTAGE OF BUILDING 0.00%
 OCCUPIED BY COMMERCIAL
 OCCUPANTS:

SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

Costs incurred by the Body Corporate

Buildings	\$28,631,991
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$286,320
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculputures (other than fixed)	\$100,000
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$2,000,000

Optional Covers

Loss of Market Value	Not Insured
Flood	Insured

Costs Incurred by the Lot Owner

All sub-sections 5.16 (a) - (i) combined	\$7,157,998
Lot Owners Fixtures and Fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$4,294,799

Lot Owners Optional Covers

Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating floorboards	Insured

Schedule of Insurance

Page 3 of 7

Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

Catastrophe Cover

Buildings	15%
Common Contents	15%
Costs Incurred by the Lot Owner	15%
Additional Benefits	15%

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
Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids	\$5,000

SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement	\$200,0000
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)	\$10,000,000
---	--------------

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
----------------------	---------

SECTION 4 - FIDELITY GUARANTEE

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

Excess

Each and Every Claim	\$2,000
----------------------	---------

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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Schedule of Insurance

Page 4 of 7

Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

Excess

Each and Every Claim \$2,000

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

Schedule of Insurance

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Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

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.

CLAIMS MADE POLICIES

Some policies (for example, professional indemnity insurance) are “claims made” policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a “retroactive date. In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim to the Insurers without delay after they come to your attention and before the policy expires.

COOLING OFF

All Retail Products are subject to a “cooling off period” of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker’s fee, which is not refundable.

CANCELLATION OF YOUR POLICY.

If there is a refund or reduction of your premium as the result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain our commission or charge you a cancellation fee equal to the reduction in commission. We will also retain any adviser fee we have charged you.

PREMIUM FUNDING

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request. Please note that should the insurance policy be cancelled, before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.”

CREDIT TERMS & PAYMENT

Unless agreed otherwise, Credit Terms are strictly in accordance with the period specified on the invoice, if you fail to pay the full premium within the agreed period your cover will lapse. The insurer will be entitled to a premium for the time held covered but you will be uninsured from the date your cover was cancelled.

PRIVACY

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement by visiting www.pscconnect.com.au/privacy or upon request.

PAYMENT OPTIONS (New Business & Renewal Invoices)

DEFT Payment systems - DEFT is a service of Macquarie Bank

Schedule of Insurance

Page 6 of 7

Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

Internet

Pay over the internet from your credit card at: www.deft.com.au

PSC Connect accepts Mastercard, Visa, American Express and Diners club Cards*

***Payments by credit card will attract a surcharge**

BPAY

Contact your participating bank, credit union or building society to make a payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of the invoice.

Insurance Risks Checklist

Risks may be uninsured for a number of reasons, including:

- **Self-Insurance** - This is where you have elected NOT to insure certain risks. You will be responsible to cover all the losses yourself.
- **Under Insurance:** If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
- **A Policy Deductible / Excess** – You must bear the first part of the loss up to the amount of the excess.
- **Inadequate Loss Limits:** If the sum insured is less than the amount of your exposure, any loss in excess of the sum insured will not be insured.
- **Excluded Perils:** Some policies exclude certain perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance protection may be needed.

Please note this list includes covers that you may have already purchased.

- **Flood:** 'Flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake,

Schedule of Insurance

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Class of Policy: Strata - Residential & Mixed
The Insured: The Owners Of Habitat 74 Strata Plan 222

Policy No: T/B/A
Invoice No: 402949
Our Ref: 222

river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.

- **Cyber Insurance:** First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability:** This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption:** The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.

All these covers may not apply to your circumstances. However, as a business can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs. Please contact your Adviser if you require any additional information.

Property/Asset Protection

- Burglary/Theft
- Business Interruption
- Business package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee/Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

Liability

- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability

- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

Marine

- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

Machinery & Electronic Equipment

- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment/ Breakdown
- Machinery Breakdown & Business Interruption

Commercial Motor

- Heavy Motor / Machinery
- Motor Vehicle
- Motor Vehicle downtime

Construction

- Advanced Profits
- Construction Risks and Liability
- Contract Works

Personnel

- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

Domestic

- Home – Building & Contents
- Landlords
- Strata
- Motor/Boat
- Caravan/Trailer

Any general advice in this document does not take into account your personal objectives, financial situation and needs. Please read the relevant Product Disclosure Statement/Policy Wording before acquiring any product mentioned in this document.

RESERVE FUND PLANSTM

Insurance Valuations · WHS (Safety) Reports · Asbestos Reports

ABN 90 620 626 565

Independent Professional Reports

10 YEAR RESERVE FUND PLAN

DATE OF INSPECTION: 21 DECEMBER 2020



HABITAT 74, 62-64 GREAT EASTERN HIGHWAY, RIVERVALE :: SP222



RESERVE FUND PLANS
WESTERN AUSTRALIA
1300 55 18 30
Specialists in Strata

Specialist Property Professionals

Ph: 1300 55 18 30

RFplans@RFplans.com.au :: www.RFplans.com.au

Suite 18, 30 Kearns Crescent, Applecross WA 6153



Liability limited by a scheme approved under Professional Standards Legislation

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Annexure A - Annual Individual Lot Contribution over the 10 Year Plan

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COVERED ITEMS		Identification of Covered Items - 10 Year Reserve Fund Plan - Cost Estimates (includes GST)										Page 3		
10 Year Plan for:		The Owners of Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale										Strata Plan:		SP222
Period covered by the Plan:		30 June 2021 to 30 June 2031										Plan prepared on:		22 December 2020

Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
					Jun-22	Jun-23	Jun-24	Jun-25	Jun-26	Jun-27	Jun-28	Jun-29	Jun-30	Jun-31
1	Structure													
2	Roof	\$45,000	10	\$69,884										\$69,884
3	Long term capital items	\$37,000	10	\$57,460										\$57,460
4	Appendages													
5	Common prop. doors + windows	\$17,000	7	\$23,135							\$23,135			
6	Common property lighting	\$15,000	5	\$17,815					\$17,815					
7	Fire safety services	\$8,500	2	\$9,105		\$9,105								
8														
9														
10	Guttering + downpipes	\$24,000	9	\$35,666									\$35,666	
11	Distribution boards	\$6,500	3	\$7,207			\$7,207							
12	Balustrades + handrails	\$22,000	9	\$32,694									\$32,694	
13	Clotheslines	\$2,400	6	\$3,125						\$3,125				
14	Other													
15														
16	Security cameras + system	\$11,500	4	\$13,197				\$13,197						
17	Retaining walls + brickwork	\$8,500	4	\$9,754				\$9,754						
18	Seal elevated walkways + balconies	\$35,000	3	\$38,805			\$38,805							
19	Outside													
20	External painting	\$195,000	5	\$231,599					\$231,599					
21	Utility services, cabinets, conduits	\$4,500	8	\$6,399								\$6,399		
22	Fences + gates	\$9,500	6	\$12,371						\$12,371				
23	Asphalt driveway + bollards	\$38,000	6	\$49,486						\$49,486				
24	Garden + reticulation + cabana	\$8,500	4	\$9,754				\$9,754						
25	Garbage bin areas	\$6,500	10	\$10,094										\$10,094
26	Trip slip hazards + stair nosings	\$6,600	1	\$6,831	\$6,831									
27	Stormwater pits + pipes	\$3,200	2	\$3,428		\$3,428								
28	Concrete spalling	\$14,000	2	\$14,997		\$14,997								
29	Sun shades for car park areas	\$18,000	8	\$25,598								\$25,598		
30	Line marking + signage	\$4,400	5	\$5,226					\$5,226					
31	Mail boxes	\$3,700	6	\$4,818						\$4,818				
	Total Estimate (rounded)	\$544,300		\$698,449	\$6,831	\$27,530	\$46,012	\$32,704	\$254,640	\$69,801	\$23,135	\$31,997	\$68,360	\$137,438

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

CONDITION REPORT		Condition Report - 10 Year Reserve Fund Plan - Method and Reasoning for the Costs Estimates (includes GST)		Page 4
10 Year Plan for:		The Owners of Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale	Strata Plan:	SP222
Period covered by the Plan:		30 June 2021 to 30 June 2031	Plan prepared on:	22 December 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	\$37,000	10	Contribution towards the repair of the long term capital items		More than 20 years
4	Appendages					
5	Common prop. doors + windows	\$17,000	7	Contribution towards the repair of the common prop. doors + windows	Average condition	5-7 years
6	Common property lighting	\$15,000	5	Allowance for the renewal of the common property lighting	Average condition	5-7 years
7	Fire safety services	\$8,500	2	Allowance for fire safety services		5-7 years
8						
9						
10	Guttering + downpipes	\$24,000	9	Contribution towards the repair of the guttering + downpipes	Average condition	11-15 years
11	Distribution boards	\$6,500	3	Contribution towards the upgrade of the distribution boards	Average condition	11-15 years
12	Balustrades + handrails	\$22,000	9	Allowance for the repair of the balustrades + handrails	Average condition	11-15 years
13	Clotheslines	\$2,400	6	Contribution towards the maintenance of the clotheslines	Average condition	7-10 years
14	Other					
15						
16	Security cameras + system	\$11,500	4	Allowance for the replacement of the security cameras + system	Average condition	5-7 years
17	Retaining walls + brickwork	\$8,500	4	Allowance for the repair of the retaining walls + brickwork	Below average cond.	7-10 years
18	Seal elevated walkways + balconies	\$35,000	3	Allowance to seal elevated walkways + balconies		5-7 years
19	Outside					
20	External painting	\$195,000	5	Contribution towards the renewal of the external painting	Average condition	7-10 years
21	Utility services, cabinets, conduits	\$4,500	8	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 years
22	Fences + gates	\$9,500	6	Allowance for the repair of the fences + gates	Average condition	15-20 years
23	Asphalt driveway + bollards	\$38,000	6	Contribution towards the maintenance of the asphalt driveway + bollards	Below average cond.	7-10 years
24	Garden + reticulation + cabana	\$8,500	4	Contribution towards the renewal of the garden + reticulation + cabana	Below average cond.	7-10 years
25	Garbage bin areas	\$6,500	10	Contribution towards the upgrade of the garbage bin areas	Below average cond.	5-7 years
26	Trip slip hazards + stair nosings	\$6,600	1	Allowance for trip slip hazards + stair nosings	Average condition	7-10 years
27	Stormwater pits + pipes	\$3,200	2	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 years
28	Concrete spalling	\$14,000	2	Contribution towards the repair of the concrete spalling	Poor condition	7-10 years
29	Sun shades for car park areas	\$18,000	8	Allowance for the repair of the sun shades for car park areas		7-10 years
30	Line marking + signage	\$4,400	5	Allowance for the renewal of the line marking + signage	Average condition	5-7 years
31	Mail boxes	\$3,700	6	Contribution towards the repair of the mail boxes	Average condition	7-10 years
	Total Estimate (rounded)	\$544,300				

* 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 Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale		Strata Plan:	SP222
Period covered by the Plan:	30 June 2021 to 30 June 2031		Plan prepared on:	22 December 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%
							\$123,745	\$928
1	Jun-22	\$51,158			\$175,831	\$6,831	\$169,000	\$1,268
2	Jun-23	\$53,205	4.00%		\$223,472	\$27,530	\$195,942	\$1,470
3	Jun-24	\$55,333	4.00%		\$252,744	\$46,012	\$206,732	\$1,550
4	Jun-25	\$57,546	4.00%		\$265,829	\$32,704	\$233,124	\$1,748
5	Jun-26	\$59,848	4.00%		\$294,721	\$254,640	\$40,081	\$301
6	Jun-27	\$62,242	4.00%		\$102,623	\$69,801	\$32,822	\$246
7	Jun-28	\$64,731	4.00%		\$97,800	\$23,135	\$74,665	\$560
8	Jun-29	\$67,321	4.00%		\$142,546	\$31,997	\$110,548	\$829
9	Jun-30	\$70,014	4.00%		\$181,391	\$68,360	\$113,031	\$848
10	Jun-31	\$72,814	4.00%		\$186,693	\$137,438	\$49,255	\$369
11	Jun-32	\$75,727	4.00%		\$125,351		\$125,351	\$940

Note: some figures may be rounded

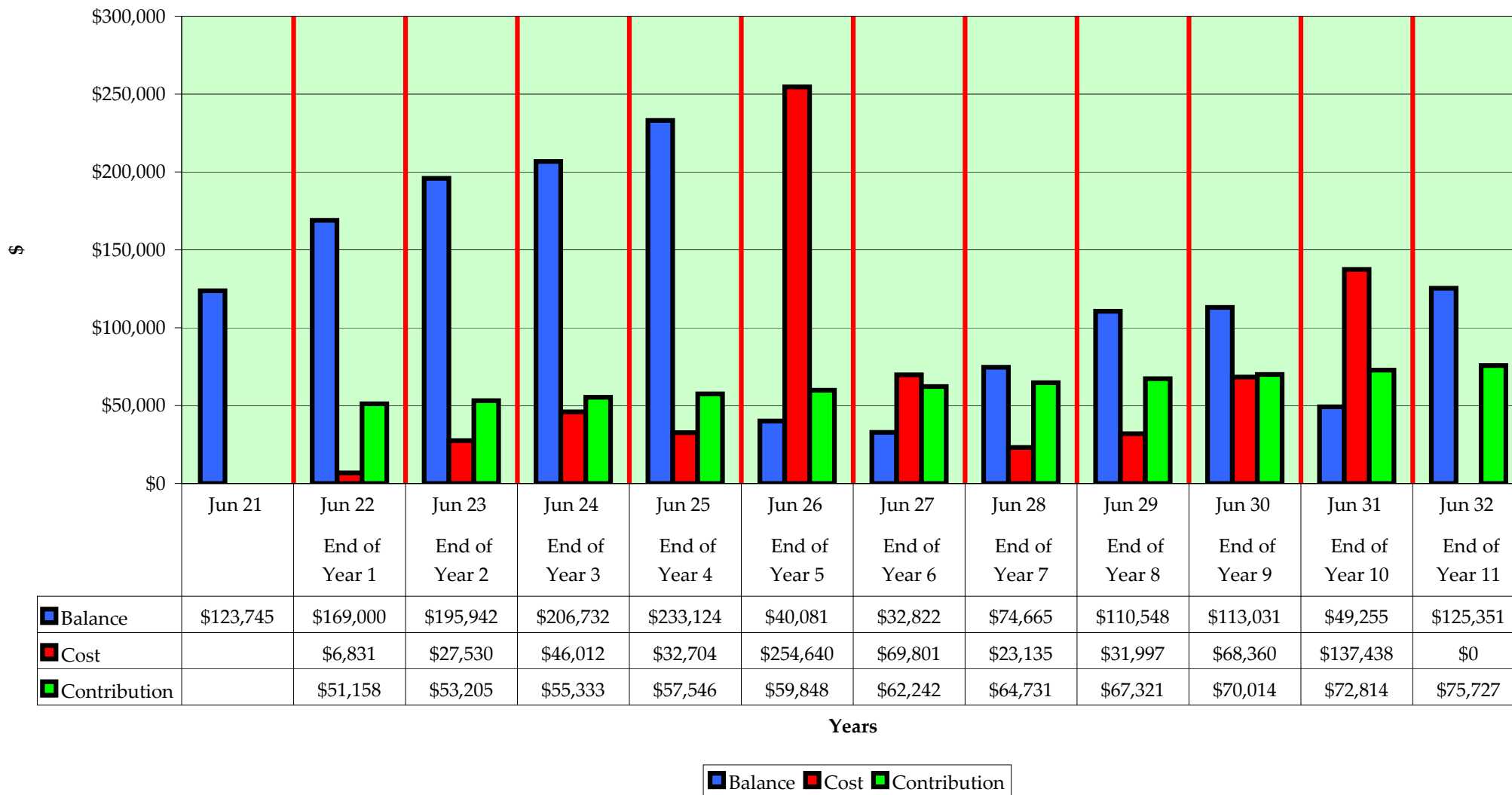
Assumptions		Our Recommendation of the Annual Reserve Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Reserve Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Reserve Fund Payment (negative adjustment) from Column E to ensure that the Reserve Fund Balance remains positive in each year. Column F includes the Reserve Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Reserve Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Reserve Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Reserve Fund contribution for Capital Items	\$69,658	
Buffer (or adjustment to the base annual contribution)	-\$18,500	
Recommended Annual Reserve Fund Contribution (After Buffer)	\$51,158	
Current Annual Reserve Fund contribution (as instructed)	\$48,546	
Current Reserve Fund Balance (as instructed)	\$123,745	
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 Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale		Strata Plan:	SP222
Period covered by the Plan:	30 June 2021 to 30 June 2031		Plan prepared on:	22 December 2020

Rate per U/E	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA
\$4.80	1	159	\$763	37	140	\$672	73	152	\$730
	2	148	\$710	38	142	\$682	74	154	\$739
	3	148	\$710	39	142	\$682	\$51,158		
	4	150	\$720	40	146	\$701			
Total Unit Entitlement	5	162	\$778	41	132	\$634			
	6	150	\$720	42	132	\$634			
	7	150	\$720	43	146	\$701			
10657	8	180	\$864	44	130	\$624			
	9	149	\$715	45	137	\$658			
Recommended First Year Reserve Fund Contribution	10	147	\$706	46	134	\$643			
	11	134	\$643	47	134	\$643			
	12	131	\$629	48	134	\$643			
	13	132	\$634	49	127	\$610			
\$51,158	14	134	\$643	50	126	\$605			
	15	130	\$624	51	158	\$758			
	16	127	\$610	52	139	\$667			
	17	135	\$648	53	160	\$768			
	18	134	\$643	54	160	\$768			
	19	136	\$653	55	154	\$739			
	20	135	\$648	56	149	\$715			
	21	165	\$792	57	143	\$686			
	22	155	\$744	58	143	\$686			
	23	158	\$758	59	145	\$696			
	24	153	\$734	60	144	\$691			
	25	135	\$648	61	140	\$672			
	26	156	\$749	62	132	\$634			
	27	155	\$744	63	135	\$648			
	28	159	\$763	64	146	\$701			
	29	156	\$749	65	130	\$624			
	30	156	\$749	66	130	\$624			
	31	156	\$749	67	127	\$610			
	32	153	\$734	68	131	\$629			
	33	153	\$734	69	128	\$614			
	34	150	\$720	70	130	\$624			
	35	150	\$720	71	153	\$734			
	36	140	\$672	72	151	\$725			

GRAPH RESULTS	Graph - Recommended Reserve Fund Contributions, Estimated Costs, Reserve Fund Balance - 10 Years			Page 7
10 Year Plan for:	The Owners of Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale	Strata Plan:	SP222	
Period covered by the Plan:	30 June 2021 to 30 June 2031	Plan prepared on:	22 December 2020	

10 Year Reserve Fund Plan



Method

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the Covered Items as set out in the 10 Year Plan were determined is set out below: See Regulation 77(1)(g).

The assessments contained in this Plan have been calculated in accordance with the Strata Titles Act 1985 (Act) (in particular, section 100(2A) and the Strata Titles (General) Regulations 2019 (Regulations) (specifically, Regulations 77 and 179).

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Strata Company requires more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessment to determine the costs of maintenance, repair, replacement or renewal of Covered Items and do not accept responsibility for any errors from the above providers of source data.

Our inspection of the improvements only includes easily accessible areas of the property at the time of inspection.

The property is physically inspected, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from building costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Reserve Fund Plans.

The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs and uncertainty and risk over time.

Additional comments

The property appears to be well maintained for its age. I have made allowances for sealing the balconies and any elevated exposed walkways to prevent water penetration and subsequent concrete spalling (cancer), addressing concrete spalling early which will prevent significant costs in the future, stair nosings or non slip finishes for additional safety, repair of the asphalt driveway, handrails have been allowed as a safety barrier and also to prevent a fall hazard, more common property lighting (some of which can be as simple as solar lights), garbage areas, some fire safety measures such portable fire extinguishers, detectors, and the like, sun shades for the car park area which the owners may choose to place car ports or similar instead (which would likely increase the value of each lot), security cameras and system, and other Covered Items of a capital (not recurrent) nature, amongst other things.

Recommendation

I consider that the existing Reserve Fund Balance is very good, the Current Contributions are sufficient and additional allowances should always be made for any unforeseen circumstances. I recommend that the Strata Company adopt as a minimum, the Reserve Fund Payments as shown.

Points of consideration

I have made the following allowances:

- contribution towards the maintenance of the roof in year 10.
- contribution towards the repair of the long term capital items, if required.
- contribution towards the repair of the common prop. doors + windows, if required.
- allowance for the renewal of the common property lighting.
- allowance for fire safety services in year 2, if required.
- contribution towards the repair of the guttering + downpipes in year 9.
- contribution towards the upgrade of the distribution boards, if required.
- allowance for the repair of the balustrades + handrails.
- contribution towards the maintenance of the clotheslines in year 6, if required.
- in year 4, allowance for the replacement of the security cameras + system.
- in year 4, allowance for the repair of the retaining walls + brickwork, if required.
- allowance to seal elevated walkways + balconies in year 3.
- contribution towards the renewal of the external painting in year 5, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the utility services, cabinets, conduits in year 8.
- allowance for the repair of the fences + gates, if required. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
- contribution towards the maintenance of the asphalt driveway + bollards.
- contribution towards the renewal of the garden + reticulation + cabana in year 4, if required. The owners may wish to refresh and restore the landscaped areas.
- in year 10, contribution towards the upgrade of the garbage bin areas.
- in year 1, allowance for trip slip hazards + stair nosings, if required.
- contribution towards the maintenance of the stormwater pits + pipes in year 2.
- contribution towards the repair of the concrete spalling, if required.
- allowance for the repair of the sun shades for car park areas.
- allowance for the renewal of the line marking + signage in year 5, if required.
- in year 6, contribution towards the repair of the mail boxes.

Note that this Reserve Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal or replacement during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Reserve Fund Plan may occur in the immediate future. This Reserve Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered.

Summary

The following annual Reserve Fund contributions are recommended at the dates scheduled below.

Year	Year Ending	Recommended Reserve Fund Payment (includes any Extra Costs payment)
1	Jun-22	\$51,158
2	Jun-23	\$53,205
3	Jun-24	\$55,333
4	Jun-25	\$57,546
5	Jun-26	\$59,848
6	Jun-27	\$62,242
7	Jun-28	\$64,731
8	Jun-29	\$67,321
9	Jun-30	\$70,014
10	Jun-31	\$72,814
11	Jun-32	\$75,727

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



W. L. Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV

Licensed Valuer No. 44995 Western Australia - Unrestricted

Australian Property Institute - Certified Practising Valuer

Accredited Practitioner (Fire Safety) No F053119A

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This Plan is for the use of the Strata Company and the Strata Manager to determine budgets and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. This Plan has been prepared on the basis of instruction being for a 10 Year Plan for the Reserve Fund only in order to satisfy the requirements of the Act and the Regulations, and for no other purpose.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time. This Plan does not cover the structural condition of the property nor environmental contamination.

This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational safety and health, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Reserve Fund Plan, as requested by the Strata Company. The Strata Company is entitled to choose whatever Reserve Fund contributions they deem appropriate for their particular circumstances.

The Legislation

The Strata Titles Act 1985 was amended on 1 May 2020 and the Strata Titles (General) Regulations 2019 commenced operation on that date. The Act requires a Designated Strata Company to have a Reserve Fund and to prepare a 10 year plan.

A Designated Strata Company is defined as a strata company for a:

- a. strata titles scheme with 10 or more lots, or
- b. strata scheme with less than 10 lots that has a scheme building replacement cost of more than \$5,000,000, or
- c. survey-strata scheme with less than 10 lots if the replacement costs of the improvements on the common property is more than \$5,000,000.

Section 100 of the Strata Titles Act 1985 states that any other strata company **MAY** establish a Reserve Fund, the purpose of which is to accumulate funds for contingent expenses of a non-routine nature and major expenses of the strata company likely to arise in the future.

Budget

The legislative purpose of a 10 Year Plan is to assist owners and a strata company in determining an appropriate annual budget for the reserve fund.

102. Budget (Strata Titles Act 1985)

- (1) *A strata company **must** prepare a budget for each financial year and submit it for approval to its annual general meeting.*
- (2) *The budget must be prepared -*
 - (a) *taking into account, if applicable, **the 10 year plan for the reserve fund** ; and*
 - (b) *in accordance with any requirements set out in the regulations and the scheme by-laws.*

I have called my Plan a **Reserve Fund Plan** because the 10 Year Plan is aimed at assisting owners to decide how much money to allocate to the reserve fund.

Decisions made by the Strata Company about the Plan

The Strata Company has instructed us to prepare the 10 year Plan on the following basis:

- 1 The Covered Items contained within the Plan are all of the items the Strata Company anticipates will require maintenance, repair, renewal or replacement in the period covered by the plan: see regulation 77(1)(e) of the Regulations.
- 2 The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Strata Company that, 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: see regulation 77(2) of the Regulations.
- 3 The Strata Company considers the way the items have been itemised separately or grouped together in the Plan as appropriate: see regulation 77(4) of the Regulations.
- 4 The Strata Company considers the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item in accordance with regulation 77(6) of the Regulations.

Regulation 77 of the Regulations allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose (see Regulation 77(2) and 77(6)). If the Strata Company or the Owners choose not to provide any of the above information, this Reserve Fund Plan is a 10 Year Plan that still complies with the Strata Titles Act 1985 and the Strata Titles (General) Regulations 2019.

When I prepare the 10 year Reserve Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Reserve Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

Covered Items

I take into account the list of Covered Items set out in Regulation 77(3) being the items of value of common property of the scheme and personal property of the Strata Company, as well as any other relevant items of value that should be included within the 10 year Reserve Fund Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Condition Report

My 10 year Reserve Fund Plan includes a Condition Report which sets out the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed or replaced, as well as the method and any assumptions used to determine the estimated costs in order to comply with Regulation 77.

Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and (2) contingency and larger long term items such as an allowance for improved fire rating between Sole Occupancy Units (BCA or National Construction Code term) if they may require upgrading, future structural improvements, ie sagging roof timbers in villas and townhouses, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is about \$50 to \$75 per lot per annum of the 10 year Plan.

Reserve Fund Plans Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Reserve Fund Plan complies with each relevant aspect of the Strata Titles Act 1985 and Strata Titles (General) Regulations 2019 relating to 10 Year Plans.

General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the owners.

Explanation of a Reserve Fund Plan

Primarily the purpose of a Reserve Fund Plan is to determine the most practical and cost effective annual contribution for the reserve fund, which covers the anticipated costs for the maintenance, repair, renewal or replacement of items of value that form part of the common property of the scheme and the personal property of the Strata Company for the 10 year period the Plan covers.

Practical approach

My recommended contribution takes into account any of the 'Covered Items' scheduled under Regulation 77(3) that apply to the Strata Company as well any other relevant common property including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

Benefit of a well prepared Reserve Fund Plan

The benefit of this change in strata legislation is that owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing or replacing items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Reserve Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Reserve Fund.

The benefit of a properly prepared and implemented Reserve Fund Plan is that it creates a form of forced savings plan on a user pays basis for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Strata Company to meet their legislative obligations to repair and maintain the common property.

10 Year Plan v Maintenance Plan

A Maintenance Plan is generally different to a 10 year Plan required under the Act, and will tend to schedule the cost of items such as the renewal of fire services or air-conditioning plant or equipment that will need an overhaul or replacement after so much scheduled use, usually by hours of use rather than time. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Strata Company where large special levies are typically imposed upon owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for lifts (or air conditioning or painting or other items) may have no money required for years 1 to 4, and then have a large amount in year 5 for the upgrading of the lift cars, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Reserve Fund balance and make adjustments for reasonable and practical annual Reserve Fund contributions.

Contractors and consultants

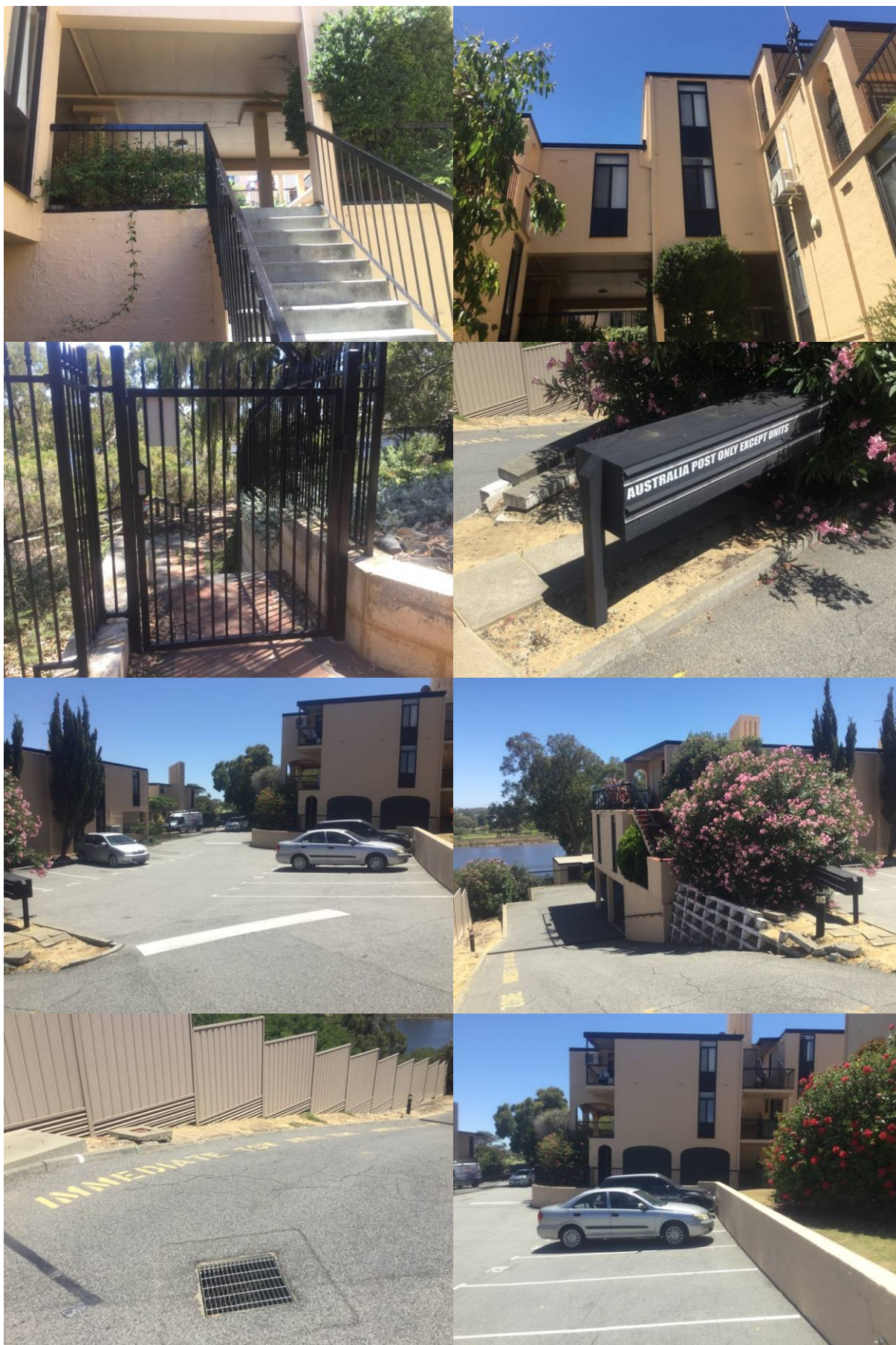
A large or multi-storey strata scheme may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as lifts with motors, cables, cars, controller systems; common air exhaust systems for bathrooms and car parks with fans, motors and filters; air conditioning plant with equipment, controller systems, shared cooling towers; common hot water services with piping, sensors, tanks; fire services with hydrant tanks, pumps, piping, detection and alarm systems, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Reserve Fund Plan. In the absence of these figures I make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved in earlier years leading up to a major cost.

In contrast to the above, my 10 year Reserve Fund Plan is a practical budgeting tool that provides a saving plan approach that ensures that there is sufficient money in the Reserve Fund to pay for the estimated contingent costs to maintain, repair, renew or replace each anticipated Covered Item.

Photographs







ANNEXURE A		Annual Individual Lot Contributions over the 10 Year Plan				Figures may be rounded	
10 Year Plan for:		The Owners of Habitat 74, Strata Plan 222 - 62-64 Great Eastern Highway, Rivervale				Strata Plan:	SP222
Period covered by the Plan:		30 June 2021 to 30 June 2031				Prepared:	22 December 2020

Lot No	Unit Ent.	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
		Jun-22	Jun-23	Jun-24	Jun-25	Jun-26	Jun-27	Jun-28	Jun-29	Jun-30	Jun-31	Jun-32
1	159	\$763	\$794	\$826	\$859	\$893	\$929	\$966	\$1,004	\$1,045	\$1,086	\$1,130
2	148	\$710	\$739	\$768	\$799	\$831	\$864	\$899	\$935	\$972	\$1,011	\$1,052
3	148	\$710	\$739	\$768	\$799	\$831	\$864	\$899	\$935	\$972	\$1,011	\$1,052
4	150	\$720	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066
5	162	\$778	\$809	\$841	\$875	\$910	\$946	\$984	\$1,023	\$1,064	\$1,107	\$1,151
6	150	\$720	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066
7	150	\$720	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066
8	180	\$864	\$899	\$935	\$972	\$1,011	\$1,051	\$1,093	\$1,137	\$1,183	\$1,230	\$1,279
9	149	\$715	\$744	\$774	\$805	\$837	\$870	\$905	\$941	\$979	\$1,018	\$1,059
10	147	\$706	\$734	\$763	\$794	\$826	\$859	\$893	\$929	\$966	\$1,004	\$1,045
11	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
12	131	\$629	\$654	\$680	\$707	\$736	\$765	\$796	\$828	\$861	\$895	\$931
13	132	\$634	\$659	\$685	\$713	\$741	\$771	\$802	\$834	\$867	\$902	\$938
14	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
15	130	\$624	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924
16	127	\$610	\$634	\$659	\$686	\$713	\$742	\$771	\$802	\$834	\$868	\$902
17	135	\$648	\$674	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959
18	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
19	136	\$653	\$679	\$706	\$734	\$764	\$794	\$826	\$859	\$893	\$929	\$966
20	135	\$648	\$674	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959
21	165	\$792	\$824	\$857	\$891	\$927	\$964	\$1,002	\$1,042	\$1,084	\$1,127	\$1,172
22	155	\$744	\$774	\$805	\$837	\$870	\$905	\$941	\$979	\$1,018	\$1,059	\$1,101
23	158	\$758	\$789	\$820	\$853	\$887	\$923	\$960	\$998	\$1,038	\$1,080	\$1,123

Lot No	Unit Ent.	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	End of Year 11 Jun-32
24	153	\$734	\$764	\$794	\$826	\$859	\$894	\$929	\$967	\$1,005	\$1,045	\$1,087
25	135	\$648	\$674	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959
26	156	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066	\$1,109
27	155	\$744	\$774	\$805	\$837	\$870	\$905	\$941	\$979	\$1,018	\$1,059	\$1,101
28	159	\$763	\$794	\$826	\$859	\$893	\$929	\$966	\$1,004	\$1,045	\$1,086	\$1,130
29	156	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066	\$1,109
30	156	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066	\$1,109
31	156	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066	\$1,109
32	153	\$734	\$764	\$794	\$826	\$859	\$894	\$929	\$967	\$1,005	\$1,045	\$1,087
33	153	\$734	\$764	\$794	\$826	\$859	\$894	\$929	\$967	\$1,005	\$1,045	\$1,087
34	150	\$720	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066
35	150	\$720	\$749	\$779	\$810	\$842	\$876	\$911	\$948	\$985	\$1,025	\$1,066
36	140	\$672	\$699	\$727	\$756	\$786	\$818	\$850	\$884	\$920	\$957	\$995
37	140	\$672	\$699	\$727	\$756	\$786	\$818	\$850	\$884	\$920	\$957	\$995
38	142	\$682	\$709	\$737	\$767	\$797	\$829	\$863	\$897	\$933	\$970	\$1,009
39	142	\$682	\$709	\$737	\$767	\$797	\$829	\$863	\$897	\$933	\$970	\$1,009
40	146	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959	\$998	\$1,037
41	132	\$634	\$659	\$685	\$713	\$741	\$771	\$802	\$834	\$867	\$902	\$938
42	132	\$634	\$659	\$685	\$713	\$741	\$771	\$802	\$834	\$867	\$902	\$938
43	146	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959	\$998	\$1,037
44	130	\$624	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924
45	137	\$658	\$684	\$711	\$740	\$769	\$800	\$832	\$865	\$900	\$936	\$974
46	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
47	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
48	134	\$643	\$669	\$696	\$724	\$753	\$783	\$814	\$846	\$880	\$916	\$952
49	127	\$610	\$634	\$659	\$686	\$713	\$742	\$771	\$802	\$834	\$868	\$902
50	126	\$605	\$629	\$654	\$680	\$708	\$736	\$765	\$796	\$828	\$861	\$895

Lot No	Unit Ent.	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	End of Year 11 Jun-32
51	158	\$758	\$789	\$820	\$853	\$887	\$923	\$960	\$998	\$1,038	\$1,080	\$1,123
52	139	\$667	\$694	\$722	\$751	\$781	\$812	\$844	\$878	\$913	\$950	\$988
53	160	\$768	\$799	\$831	\$864	\$899	\$934	\$972	\$1,011	\$1,051	\$1,093	\$1,137
54	160	\$768	\$799	\$831	\$864	\$899	\$934	\$972	\$1,011	\$1,051	\$1,093	\$1,137
55	154	\$739	\$769	\$800	\$832	\$865	\$899	\$935	\$973	\$1,012	\$1,052	\$1,094
56	149	\$715	\$744	\$774	\$805	\$837	\$870	\$905	\$941	\$979	\$1,018	\$1,059
57	143	\$686	\$714	\$742	\$772	\$803	\$835	\$869	\$903	\$939	\$977	\$1,016
58	143	\$686	\$714	\$742	\$772	\$803	\$835	\$869	\$903	\$939	\$977	\$1,016
59	145	\$696	\$724	\$753	\$783	\$814	\$847	\$881	\$916	\$953	\$991	\$1,030
60	144	\$691	\$719	\$748	\$778	\$809	\$841	\$875	\$910	\$946	\$984	\$1,023
61	140	\$672	\$699	\$727	\$756	\$786	\$818	\$850	\$884	\$920	\$957	\$995
62	132	\$634	\$659	\$685	\$713	\$741	\$771	\$802	\$834	\$867	\$902	\$938
63	135	\$648	\$674	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959
64	146	\$701	\$729	\$758	\$788	\$820	\$853	\$887	\$922	\$959	\$998	\$1,037
65	130	\$624	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924
66	130	\$624	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924
67	127	\$610	\$634	\$659	\$686	\$713	\$742	\$771	\$802	\$834	\$868	\$902
68	131	\$629	\$654	\$680	\$707	\$736	\$765	\$796	\$828	\$861	\$895	\$931
69	128	\$614	\$639	\$665	\$691	\$719	\$748	\$777	\$809	\$841	\$875	\$910
70	130	\$624	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924
71	153	\$734	\$764	\$794	\$826	\$859	\$894	\$929	\$967	\$1,005	\$1,045	\$1,087
72	151	\$725	\$754	\$784	\$815	\$848	\$882	\$917	\$954	\$992	\$1,032	\$1,073
73	152	\$730	\$759	\$789	\$821	\$854	\$888	\$923	\$960	\$999	\$1,039	\$1,080
74	<u>154</u>	<u>\$739</u>	<u>\$769</u>	<u>\$800</u>	<u>\$832</u>	<u>\$865</u>	<u>\$899</u>	<u>\$935</u>	<u>\$973</u>	<u>\$1,012</u>	<u>\$1,052</u>	<u>\$1,094</u>
	10657	\$51,158	\$53,205	\$55,333	\$57,546	\$59,848	\$62,242	\$64,731	\$67,321	\$70,014	\$72,814	\$75,727

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.]