



Att. 1.

Strata Information

41/89 Aberdeen Street, Northbridge

Contents	Page
1. Floor plan	2
2. Strata Plan 65326 showing Lot 41 as 42sqm plus balcony , car and store.....	3
3. Management Statement N480908 SM.....	26
4. Notification N480905 NR.....	56
5. By Law N832648 AE.....	60
6. Scheme By Laws updated P972921 SB.....	66
7. Approved Budget 01/12/2024.....	107
8. Approved Levy Schedule	110
9. Agenda of Meeting 22/02/2024.....	114
10. Balance Sheet 30/11/2024	118
11. Income and Expenditure.....	119
12. Certificate of Currency	128
13. Annual reports 2023.....	145
14. 10 year plan.....	179
15. Schedule 1 and 2 Strata By laws.....	198
16. Note Pet Policy By Schedule 2 (by law 12 c).....	

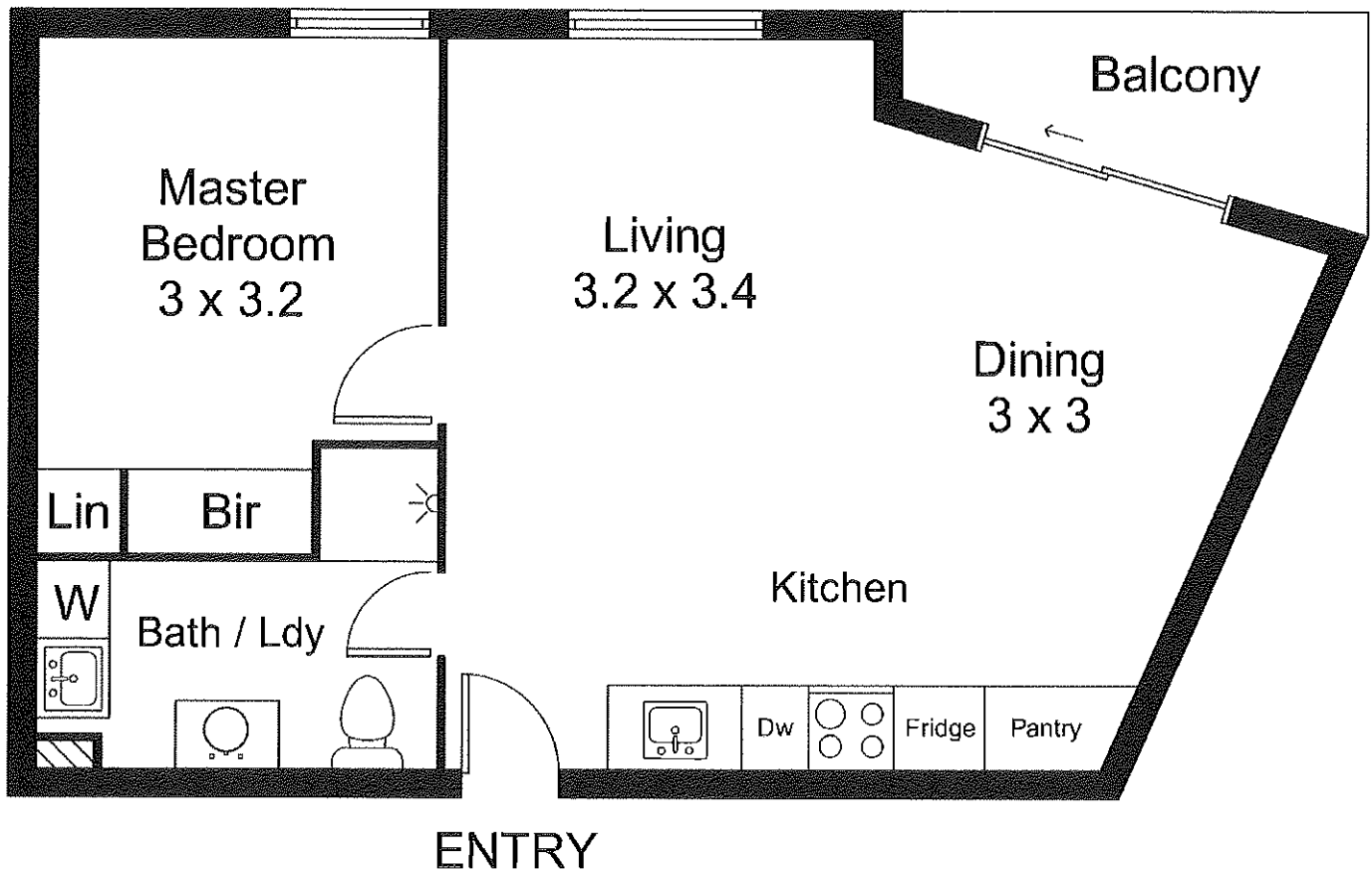
Summary of Outgoings	Council Rates	\$ 1606.25	per year
	Water Service	\$ 1,130.47	per year
	Strata Admin	\$ 679.30	per quarter
	Strata Reserve	\$ 264.00	per quarter
Strata Assets	Net owners' funds	\$ 108,555.94	as at 30/11/2024

[Tony Beamish 0418 954 542](tel:0418954542)

tony@kprperth.com.au

Rented \$600/week until June 2026

Floor Plan



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

41/89 Aberdeen Street, Northbridge

STRATA PLAN 65326 SHEET 1A OF 12 SHEETS		VER. 2 AMENDMENT AUDIT REQUIREMENTS - AMENDMENTS TO BALCONY DEFINITIONS (SHEET 6)	AUTHORISED BY M.ZIMOCH	DATE 10.11.2016
PLAN OF LOT 1 ON P 871 CERTIFICATE OF TITLE Vol. 1430 Fol. 69 LOCAL GOVERNMENT CITY OF PERTH INDEX PLAN FIELD BOOK 137169 SCALE 1:250 @ A3 NAME OF SCHEME 89 ABERDEEN STREET NORTHBRIDGE - SEE ANNEXURE "A"	100 D51728	123 R48614 D6540	3 D6540	4 D6540
ADDRESS OF PARCEL 89 ABERDEEN STREET NORTHBRIDGE, WA 6003				
MANAGEMENT STATEMENT YES NO EXAMINED MM 10.11.2016 IN ORDER FOR DEALINGS SUBJECT TO Sec 70A TLA FREE PAID \$4844.50 ASSESS No. 20330255 DATE 10.11.2016				
FOR REGISTRAR OF TITLES DATE REGISTERED 10.11.2016 REGISTRAR OF TITLES SEAL WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF. Certificate of Approval of W.A.P.C. under Section 258(2) of State Titles Act 1985				
DELIVERED UNDER S.18 P&C ACT 2005 DATE				
LANDgate Western Australian Land Information Authority				

ABERDEEN STREET

LOCATION PLAN BASEMENT
Scale 1:250 @ A3

**HELD BY LANDGATE
IN DIGITAL FORM ONLY.**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION	SEC 70A OF THE TLA	DOON480906	LOTS 1 - 61 INCL.	CITY OF PERTH	POTENTIAL NOISE IMPACTS

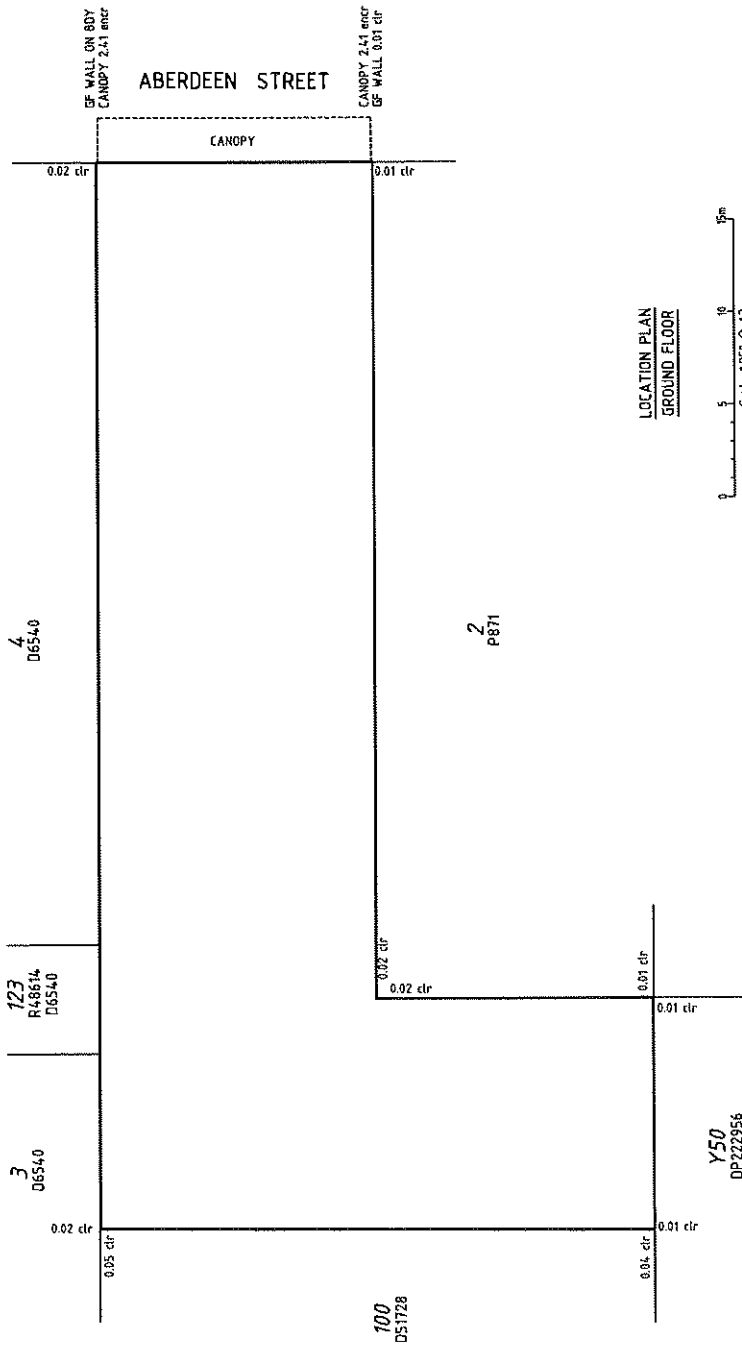
PLAN APPROVED

 REF: 13821
 10.11.2016
 Date

SA SURVEYORS
 SORESEN SHORT & ASSOCIATES
 4 DOONBAY WANGARA, 6065
 PERTH WA 6005
 Email: admin@ssurveys.com.au

SURVEYORS CERTIFICATE - Reg 54
MARK ZIMOCH
 I hereby certify that this plan is accurate and is a correct representation of the land shown.
 (a) Survey and/or
 (b) Calculations from measurements.
 (c) Details of Impediments
 undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
 M. Zimoch 2016.11.10 15:20:07
 +0800
 LICENSED SURVEYOR DATE

STRATA PLAN
65326
 SHEET 1B OF 12 SHEETS



LOCATION PLAN
 GROUND FLOOR

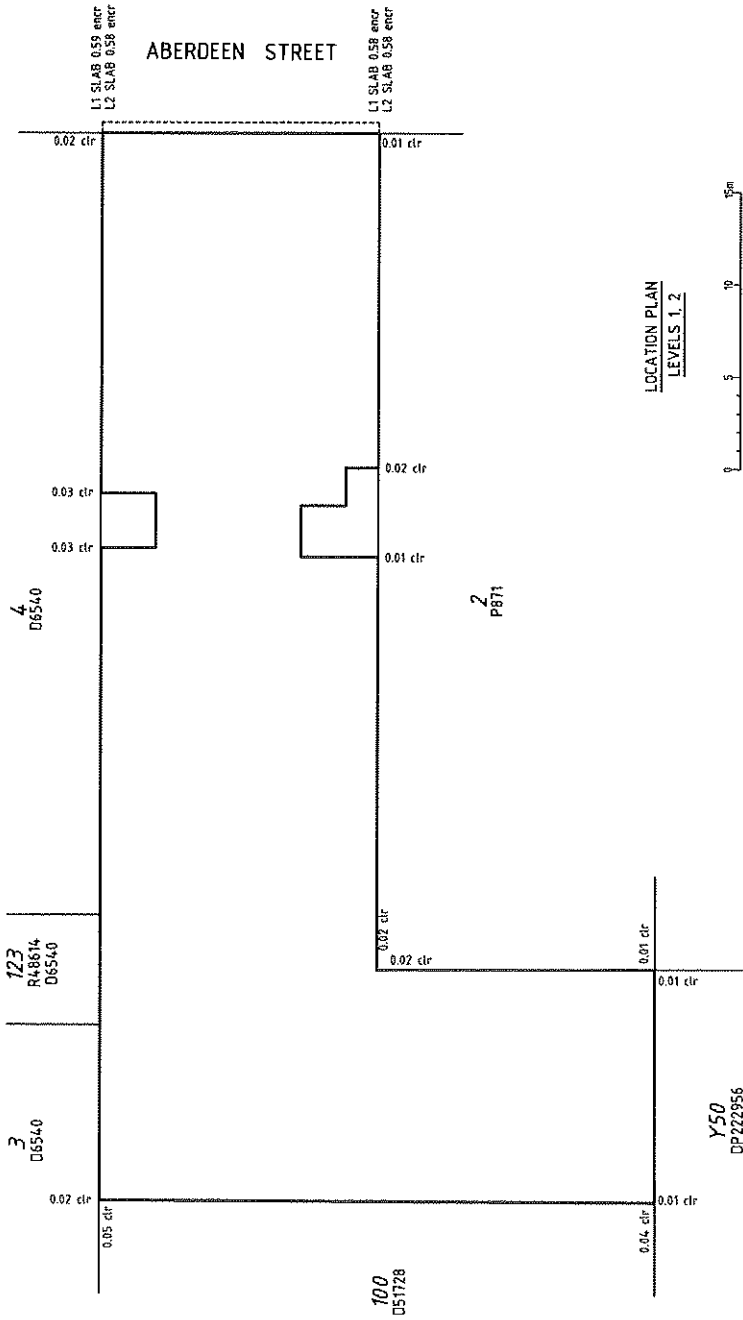


REF: 13021

SAS SURVEYORS
 LICENSED
 EXPERTS
 & CONSULTANTS
 SORESEN SHORT & ASSOCIATES
 4 DODDINGTON WAY WANDEREE, WA 6100
 Tel: 08 9437 1000 Fax: 08 9437 1001
 Email: sas@soresen.com.au

M. G. 2018.11.10
 4 DODDINGTON WAY WANDEREE, WA 6100
 Tel: 08 9437 1000 Fax: 08 9437 1001
 Email: sas@soresen.com.au
 LICENSED SURVEYOR DATE

STRATA PLAN
65326
SHEET 10 OF 12 SHEETS



LOCATION PLAN
LEVELS 1, 2

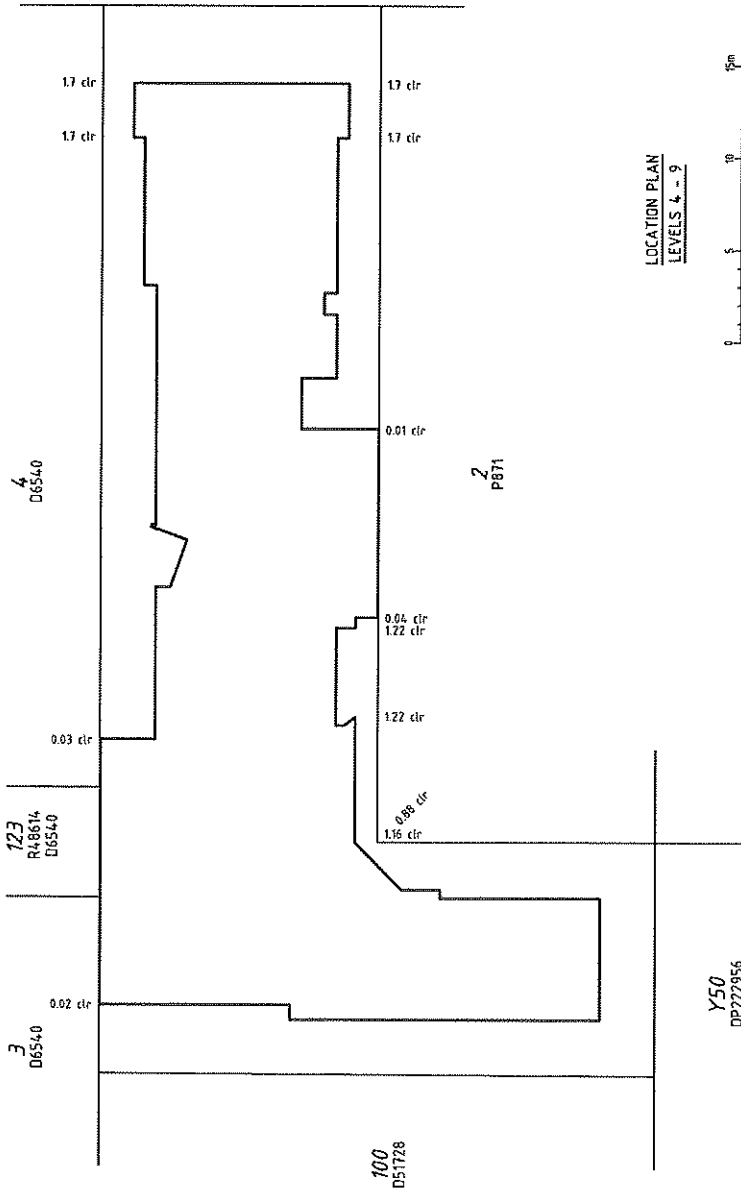
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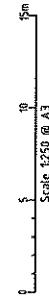
M. J. J. 2016.11.10
12:29:39 +0800
DATE
LICENSED SURVEYOR

STRATA PLAN
65326
SHEET 1E OF 12 SHEETS

ABERDEEN STREET



LOCATION PLAN
LEVELS 4 - 9



REF: 13021



Mr. J. Smith 2016.11.10
12:30:14 +0800
LICENSED SURVEYOR DATE



STRATA PLAN 65326

SHEET 2 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 38 & 42 REFER TO SHEET 10

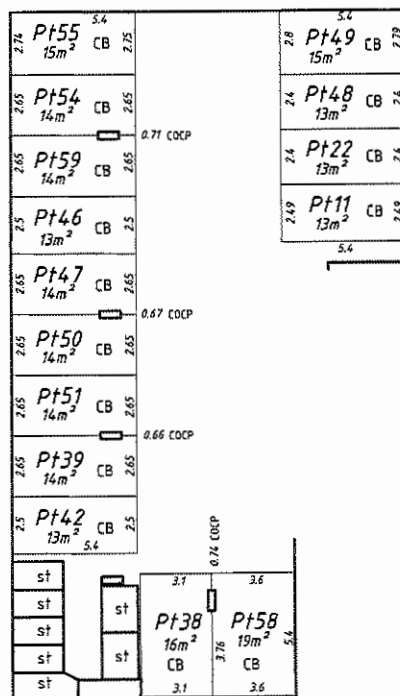
FOR OTHER PARTS OF LOT 39 REFER TO SHEETS 6 & 10

FOR OTHER PARTS OF LOTS 46 & 47 REFER TO SHEETS 5 & 11

FOR OTHER PARTS OF LOTS 50 & 51 REFER TO SHEET 11

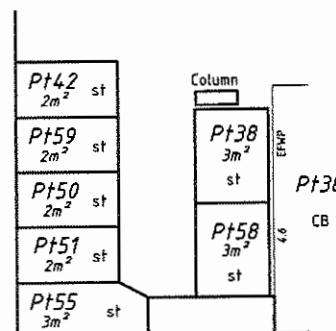
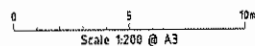
FOR OTHER PARTS OF LOT 54 REFER TO SHEETS 6 & 12

FOR OTHER PARTS OF LOTS 55, 58 & 59 REFER TO SHEET 12



SEE ENLGT 'A'

BASEMENT & LOWER GROUND FLOOR PLAN



ENLARGEMENT 'A'
Not to Scale

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

THE STORES ARE CONSTRUCTED OF SOLID STEEL POSTS BOLTED TO THE CONCRETE FLOOR SLAB WITH BRACKETS WITH STEEL WIRE CAGING BETWEEN. THESE STRUCTURES ARE COMMON PROPERTY.

THE STRATUM OF THE PART LOTS WHICH ARE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOORS TO THE UNDER SURFACE OF THE CEILING.

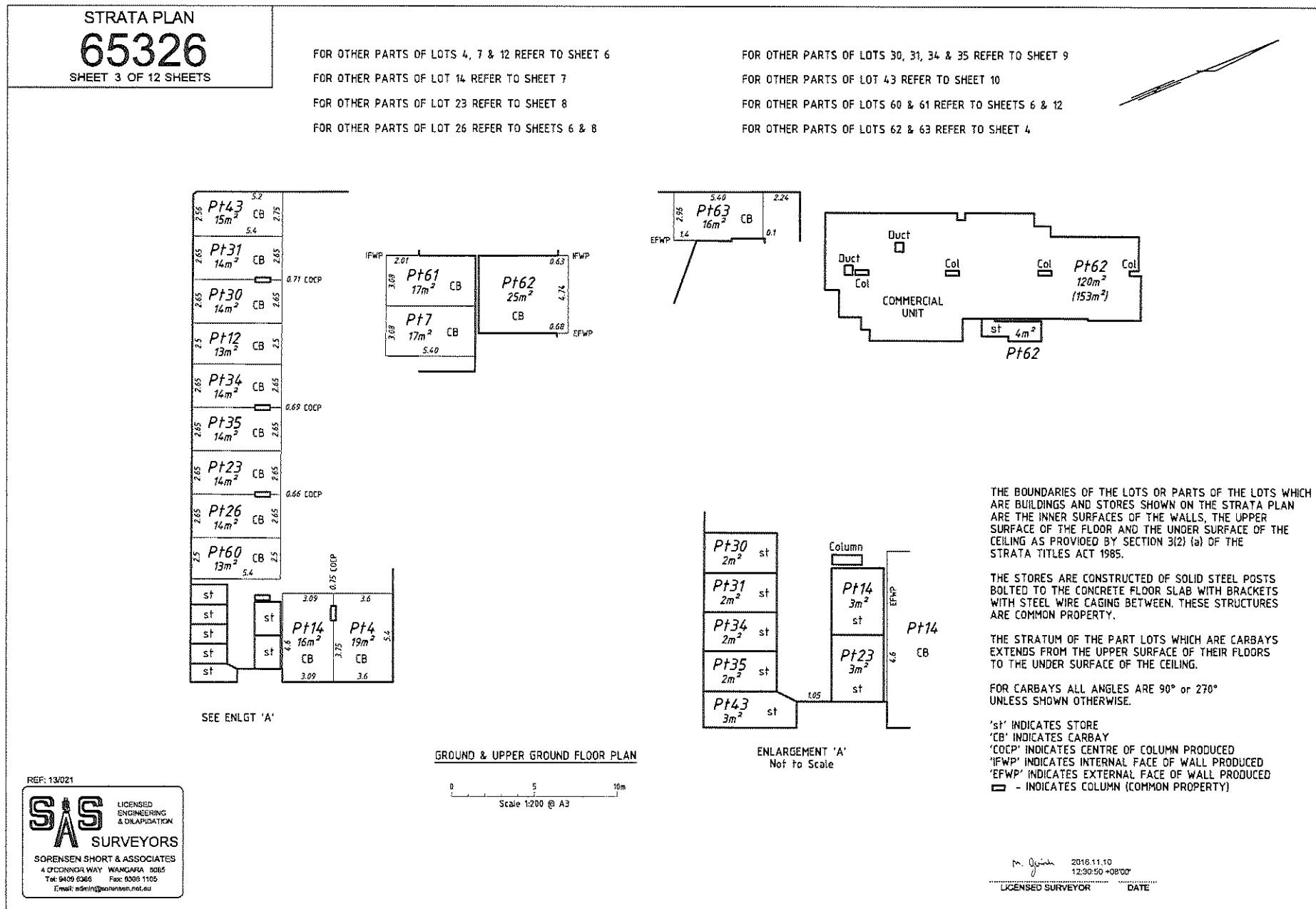
FOR CARBAYS ALL ANGLES ARE 90° or 270° UNLESS SHOWN OTHERWISE.

'st' INDICATES STORE
'CB' INDICATES CARBAY
'COC' INDICATES CENTRE OF COLUMN PRODUCED
'IFWP' INDICATES INTERNAL FACE OF WALL PRODUCED
'EFWP' INDICATES EXTERNAL FACE OF WALL PRODUCED
□ - INDICATES COLUMN (COMMON PROPERTY)

REF: 13/021

SAS SURVEYORS
SORENSEN SHORT & ASSOCIATES
4 O'CONNOR WAY WANGARA 0005
Tel: 0425 8366 Fax: 9069 1105
Email: admin@sorensen.net.au

M. Quinn 2018.11.10
12:30:35 +0800
LICENSED SURVEYOR DATE



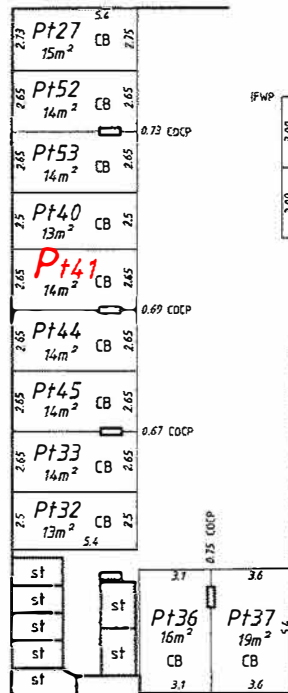
STRATA PLAN

65326

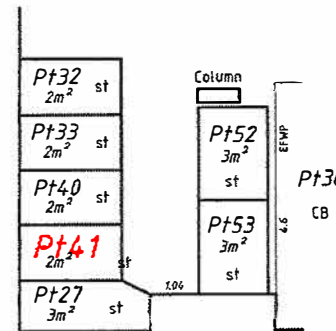
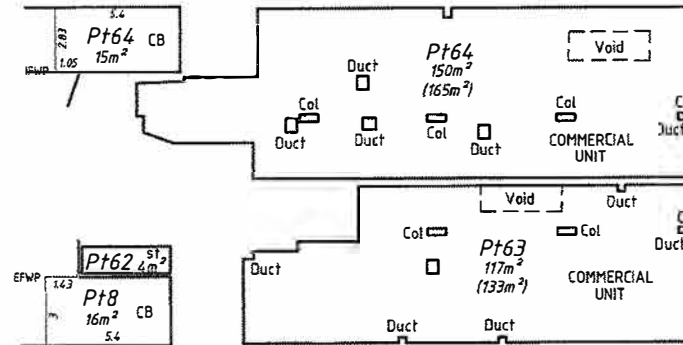
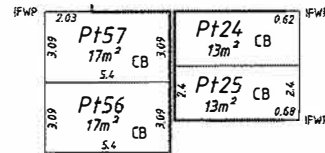
SHEET 4 OF 12 SHEETS

FOR OTHER PARTS OF LOT 8 REFER TO SHEET 6
FOR OTHER PARTS OF LOTS 24 & 25 REFER TO SHEETS 6 & 8
FOR OTHER PARTS OF LOT 27 REFER TO SHEET 8
FOR OTHER PARTS OF LOTS 32 & 33 REFER TO SHEET 9
FOR OTHER PARTS OF LOTS 36 & 37 REFER TO SHEETS 6 & 9

FOR OTHER PARTS OF LOTS 40 & 41 REFER TO SHEET 10
FOR OTHER PARTS OF LOTS 44 & 45 REFER TO SHEETS 6 & 10
FOR OTHER PARTS OF LOTS 52 & 53 REFER TO SHEET 11
FOR OTHER PARTS OF LOTS 56 & 57 REFER TO SHEETS 6 & 12
FOR OTHER PARTS OF LOT 62 REFER TO SHEET 3



SEE ENLGT 'A'



ENLARGEMENT 'A'
Not to Scale

LEVEL 1 & LEVEL 1.5 FLOOR PLAN

Scale 1:200 @ A3

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

THE STORES ARE CONSTRUCTED OF SOLID STEEL POSTS BOLTED TO THE CONCRETE FLOOR SLAB WITH BRACKETS WITH STEEL WIRE CAGING BETWEEN. THESE STRUCTURES ARE COMMON PROPERTY.

THE STRATUM OF THE PART LOTS WHICH ARE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOORS TO THE UNDER SURFACE OF THE CEILING.

FOR CARBAYS ALL ANGLES ARE 90° or 270° UNLESS SHOWN OTHERWISE.

'st' INDICATES STORE
'CB' INDICATES CARBAY
'CCP' INDICATES CENTRE OF COLUMN PRODUCED
'IFWP' INDICATES INTERNAL FACE OF WALL PRODUCED
'EFWP' INDICATES EXTERNAL FACE OF WALL PRODUCED
□ - INDICATES COLUMN (COMMON PROPERTY)

REF: 13/021



SORENSEN SHORT & ASSOCIATES
4 O'CONNOR WAY WANGARA 6006
Tel: 9400 6368 Fax: 9308 1105
Email: admin@sorensen.net.au

M. Quinlan 2016.11.10
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LICENSED SURVEYOR DATE

STRATA PLAN
65326
SHEET 5 OF 12 SHEETS

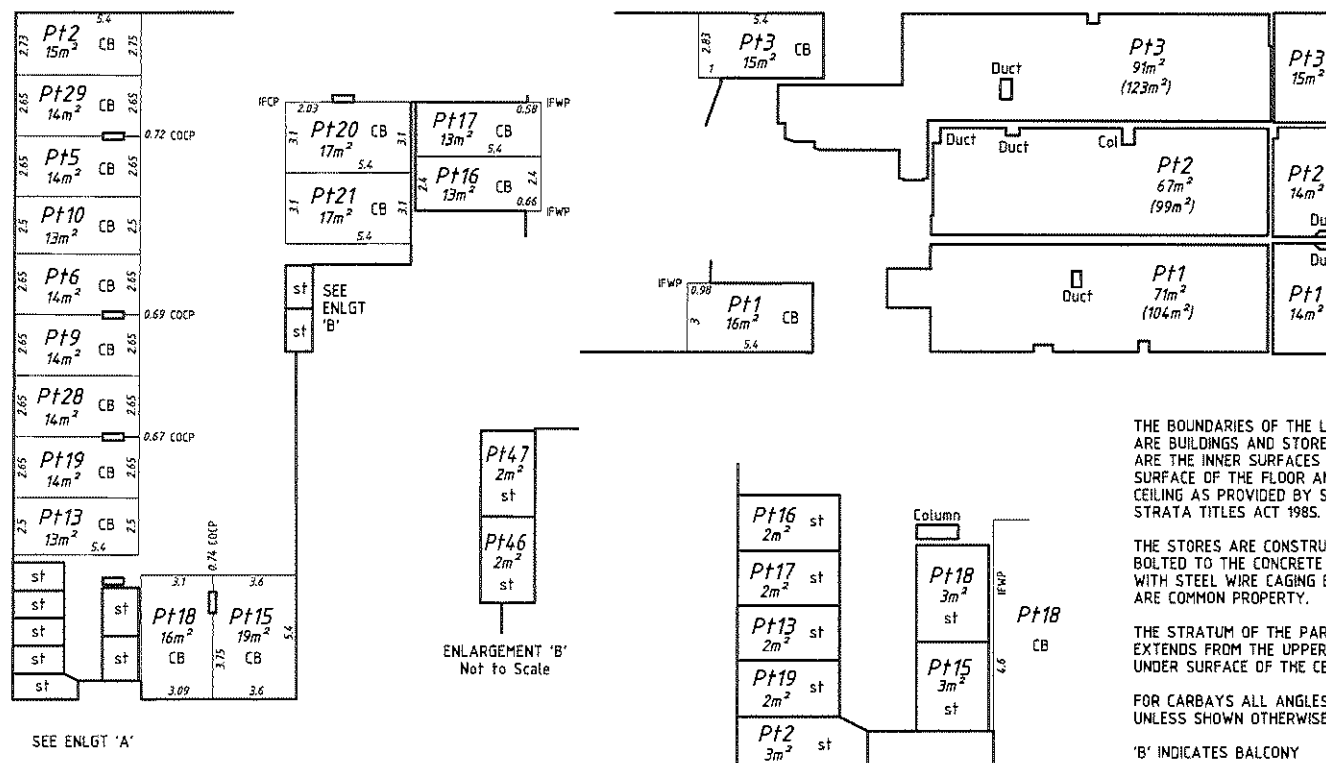
FOR OTHER PARTS OF LOTS 1, 3, 5, 6, 9 & 10 REFER TO SHEET 6

FOR OTHER PARTS OF LOTS 13, 15, 16, 17, 18 & 19 REFER TO SHEET 7

FOR OTHER PARTS OF LOTS 20 & 21 REFER TO SHEETS 6 & 7

FOR OTHER PARTS OF LOTS 28 & 29 REFER TO SHEETS 6 & 8

FOR OTHER PARTS OF LOTS 46 & 47 REFER TO SHEETS 2 & 11



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

THE STORES ARE CONSTRUCTED OF SOLID STEEL POSTS BOLTED TO THE CONCRETE FLOOR SLAB WITH BRACKETS WITH STEEL WIRE CAGING BETWEEN. THESE STRUCTURES ARE COMMON PROPERTY.

THE STRATUM OF THE PART LOTS WHICH ARE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOORS TO THE UNDER SURFACE OF THE CEILING.

FOR CARBAYS ALL ANGLES ARE 90° or 270° UNLESS SHOWN OTHERWISE.

'B' INDICATES BALCONY
'st' INDICATES STORE
'CB' INDICATES CARBAY
'CCP' INDICATES CENTRE OF COLUMN PRODUCED
'ICP' INDICATES INTERNAL FACE OF COLUMN PRODUCED
'IFWP' INDICATES INTERNAL FACE OF WALL PRODUCED
'EFWP' INDICATES EXTERNAL FACE OF WALL PRODUCED
□ - INDICATES COLUMN (COMMON PROPERTY)

REF: 13/021

SAS SURVEYORS
SORENSEN SHORT & ASSOCIATES
4 O'CONNOR WAY WANGARA 6005
Tel: 9409 0986 Fax: 9309 1105
Email: admin@sorensen.net.au

2016.11.10
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STRATA PLAN

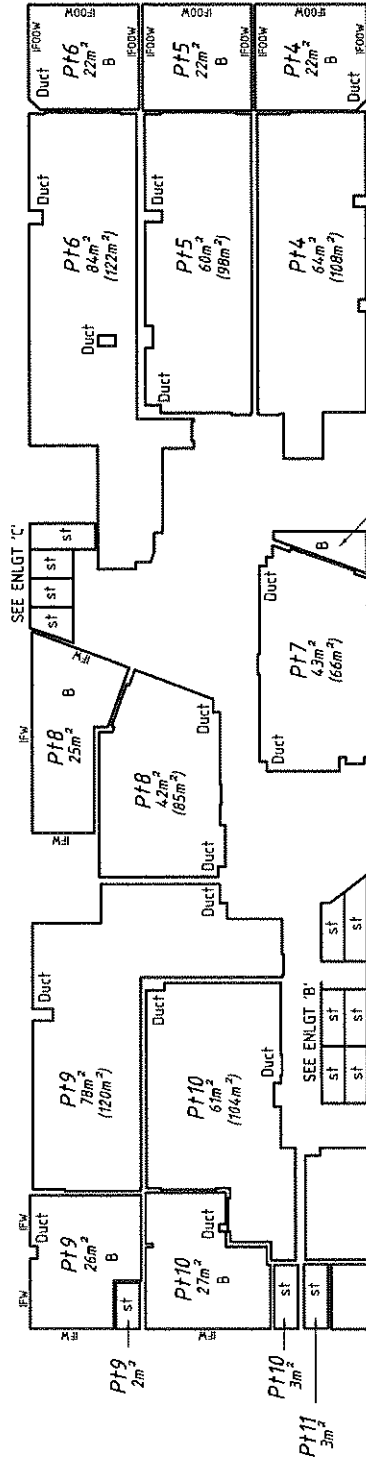
65326

SHEET 6 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 1, 3, 5, 6, 9 & 10 REFER TO SHEET 5
 FOR OTHER PARTS OF LOTS 4, 7 & 12 REFER TO SHEET 3
 FOR OTHER PARTS OF LOT 8 REFER TO SHEET 4
 FOR OTHER PARTS OF LOT 11 REFER TO SHEET 2
 FOR OTHER PARTS OF LOTS 20 & 21 REFER TO SHEETS 5 & 7
 FOR OTHER PARTS OF LOT 22 REFER TO SHEET 2 & 8
 FOR OTHER PARTS OF LOTS 24 & 25 REFER TO SHEETS 4 & 8
 FOR OTHER PARTS OF LOT 26 REFER TO SHEETS 3 & 8

FOR OTHER PARTS OF LOTS 28 & 29 REFER TO SHEETS 5 & 8
 FOR OTHER PARTS OF LOTS 36 & 37 REFER TO SHEETS 4 & 9
 FOR OTHER PARTS OF LOT 39 REFER TO SHEETS 2 & 10
 FOR OTHER PARTS OF LOTS 44 & 45 REFER TO SHEETS 4 & 10
 FOR OTHER PARTS OF LOTS 48 & 49 REFER TO SHEETS 2 & 11
 FOR OTHER PARTS OF LOT 54 REFER TO SHEETS 2 & 12
 FOR OTHER PARTS OF LOTS 56 & 57 REFER TO SHEETS 4 & 12
 FOR OTHER PARTS OF LOTS 60 & 61 REFER TO SHEETS 3 & 12

LEVEL 3 FLOOR PLAN



THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS AND STORES SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 312 (a) OF THE STRATA TITLES ACT 1985.

THE STORES ARE CONSTRUCTED OF SOLID STEEL POSTS BOLTED TO THE CONCRETE FLOOR SLAB WITH BRACKETS WITH STEEL WIRE CAGING BETWEEN THESE STRUCTURES ARE COMMON PROPERTY.

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BALCONIES ARE THE INTERNAL FACE OF WALLS AS INDICATED.

THE STRUTUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

THE STRUTUM OF THE PART LOTS WHICH ARE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOORS TO THE UNDER SURFACE OF THE CEILING.

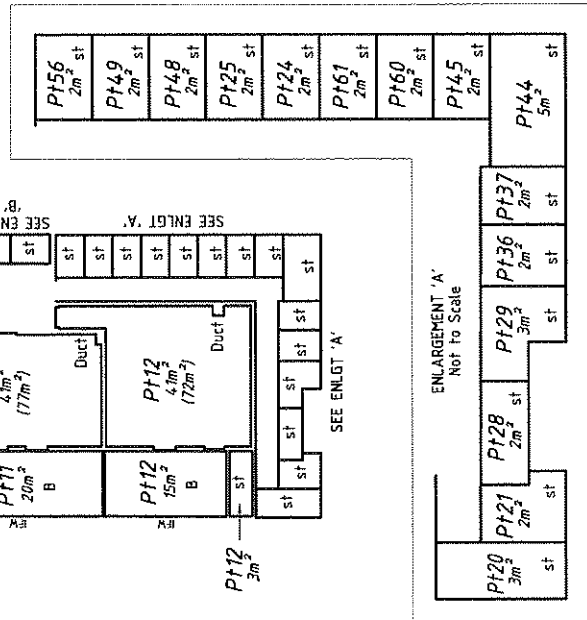
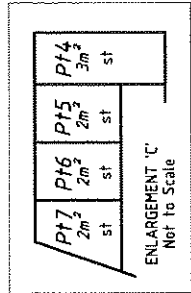
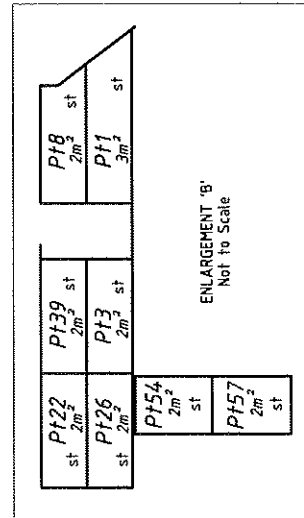
ALL ANGLES ARE 90° OR 180° UNLESS SHOWN OTHERWISE.

'B' INDICATES BALCONY
 'st' INDICATES STORE

'IFW' INDICATES INTERNAL FACE OF WALL

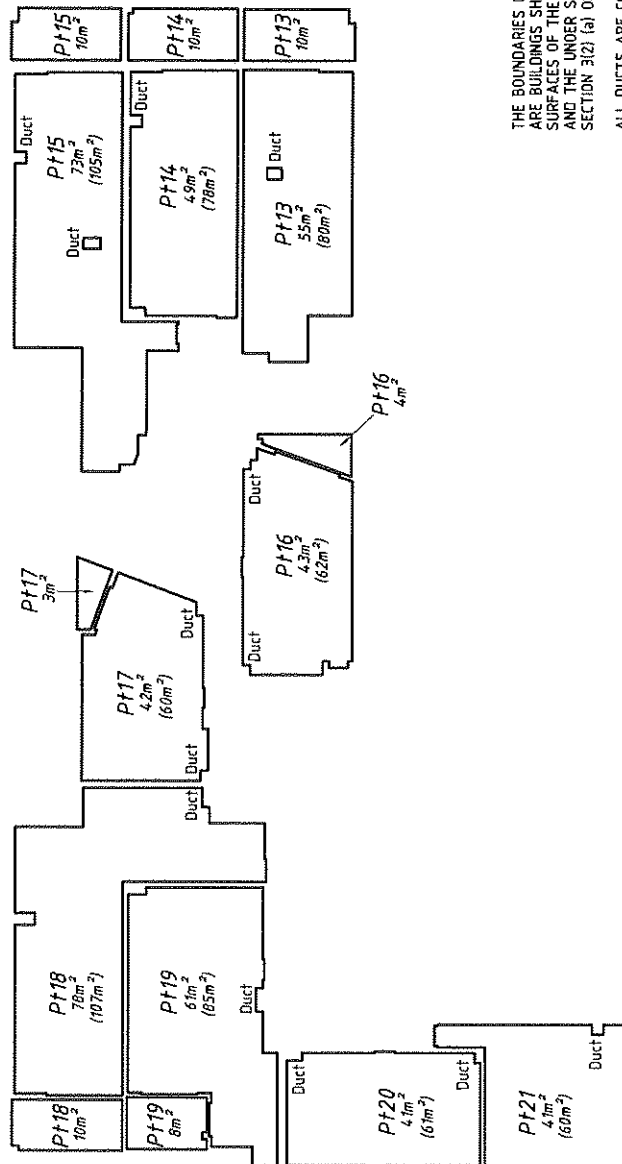
'IFDOW' INDICATES INTERNAL FACE OF OUTERMOST WALL

M. J. J. 2016/11/10
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 LICENSED SURVEYOR DATE



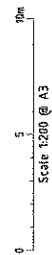
SHEET 7 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 20 & 21 REFER TO SHEETS 5 & 6



ALL DUCTS ARE COMMON PROPERTY.

LEVEL 4 FLOOR PLAN



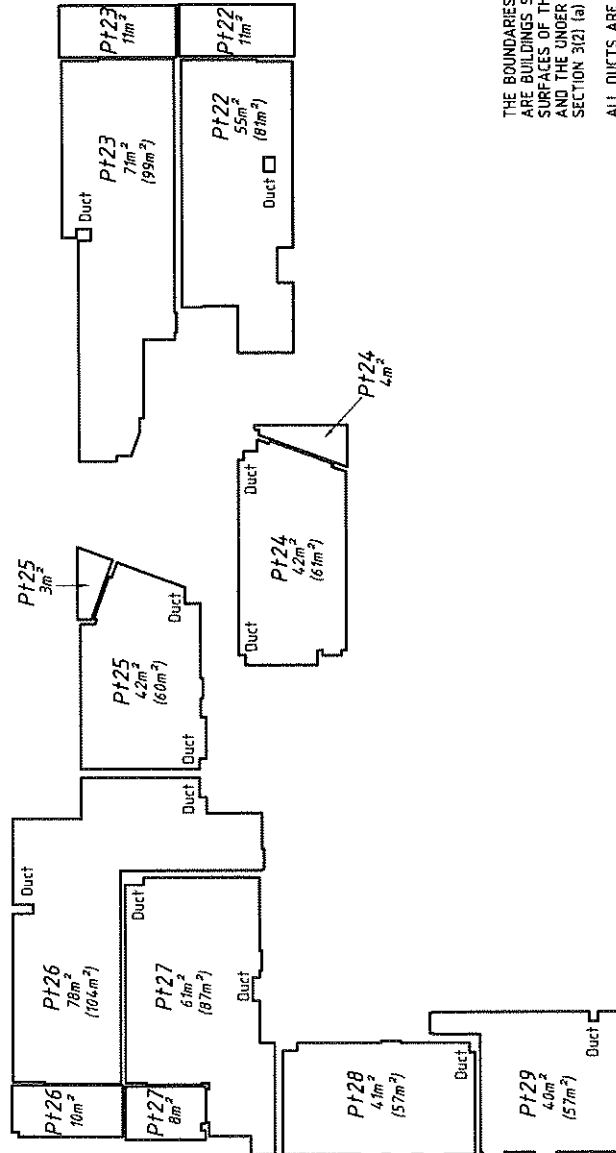
SA **SURVEYORS**
SORENSEN SHORT & ASSOCIATES
 4 D'CONNOR WAY WAIKARA 5085
 Tel: 0400 5368 Fax: 5328 1105
 Email: admin@sorensen.net.au
 LICENSED
 ENGINEERING
 & DILAPIDATION

M. Givich 2016.11.10
12:32:05 +0800
DA
LICENSED SURVEYOR

STRATA PLAN
65326
SHEET 8 OF 12 SHEETS

FOR OTHER PARTS OF LOT 22 REFER TO SHEETS 2 & 6
FOR OTHER PARTS OF LOT 23 REFER TO SHEET 3
FOR OTHER PARTS OF LOTS 24 & 25 REFER TO SHEETS 4 & 6

FOR OTHER PARTS OF LOT 26 REFER TO SHEETS 3 & 6
FOR OTHER PARTS OF LOT 27 REFER TO SHEET 4
FOR OTHER PARTS OF LOTS 28 & 29 REFER TO SHEETS 5 & 6



LEVEL 5 FLOOR PLAN
0 5 10m
Scale 1:200 @ A3

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

ALL DUCTS ARE COMMON PROPERTY.

REF: 13021



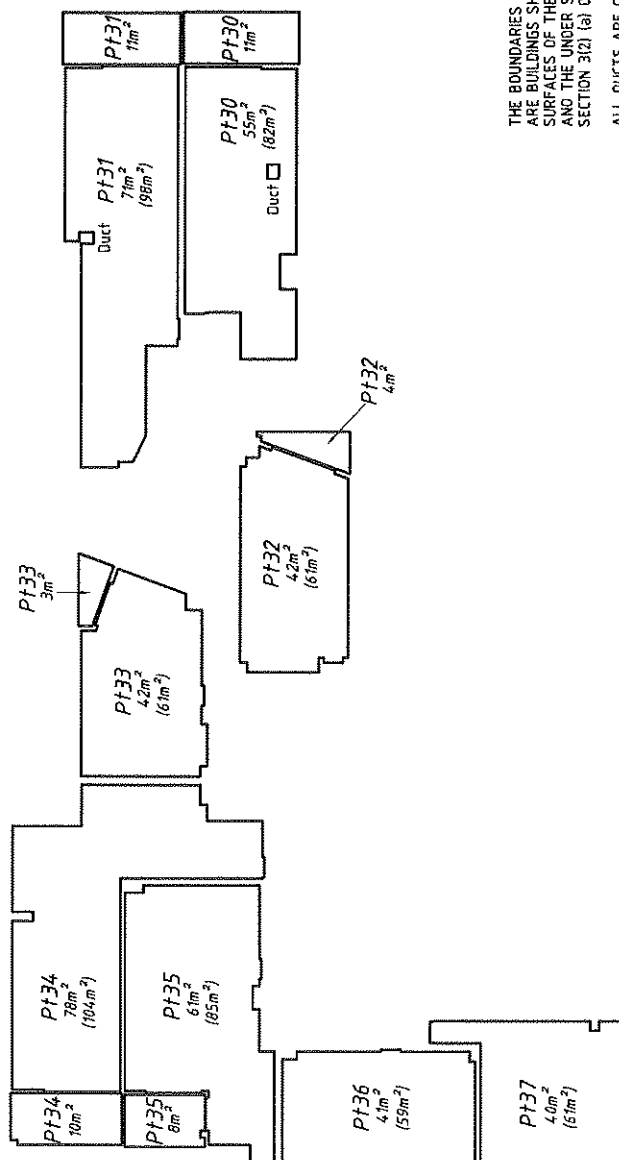
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DATE
LICENSED SURVEYOR

STRATA PLAN
65326
SHEET 9 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 30, 31, 34 & 35 REFER TO SHEET 3

FOR OTHER PARTS OF LOTS 32 & 33 REFER TO SHEET 4

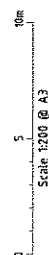
FOR OTHER PARTS OF LOTS 36 & 37 REFER TO SHEETS 4 & 6



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

ALL DUCTS ARE COMMON PROPERTY.

LEVEL 6 FLOOR PLAN



REF: 13/021



2016/11/10
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DATE
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STRATA PLAN

65326

SHEET 10 OF 12 SHEETS

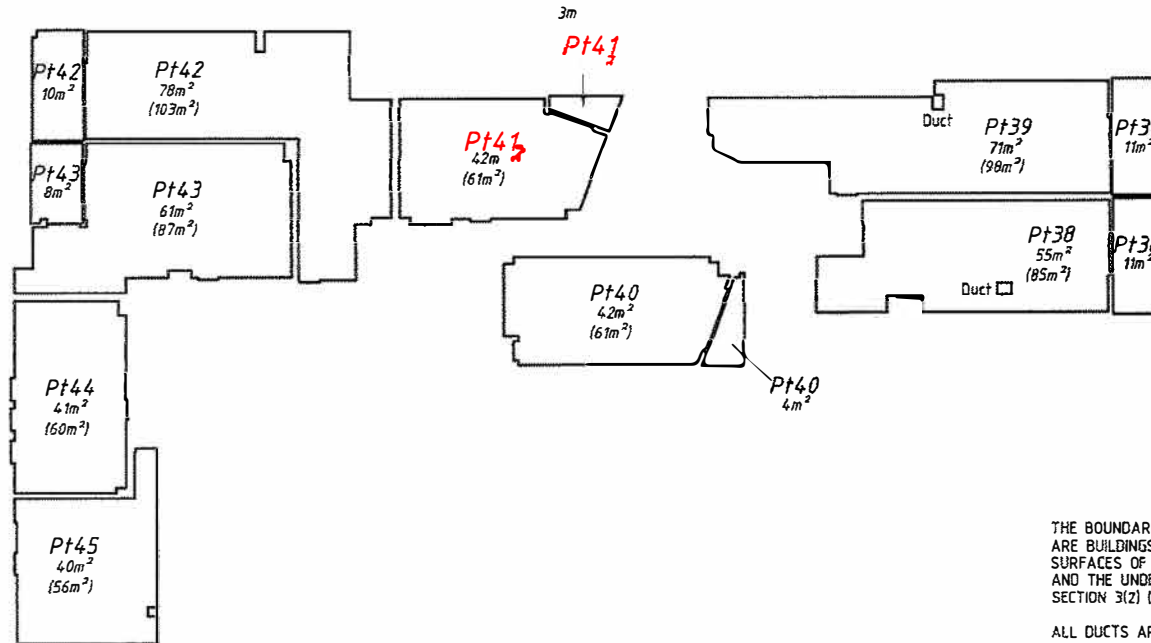
FOR OTHER PARTS OF LOTS 38 & 42 REFER TO SHEET 2

FOR OTHER PARTS OF LOT 39 REFER TO SHEETS 2 & 6

FOR OTHER PARTS OF LOTS 40 & 41 REFER TO SHEET 4

FOR OTHER PARTS OF LOT 43 REFER TO SHEET 3

FOR OTHER PARTS OF LOTS 44 & 45 REFER TO SHEETS 4 & 6



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

ALL DUCTS ARE COMMON PROPERTY.

LEVEL 7 FLOOR PLAN

Scale 1:200 @ A3

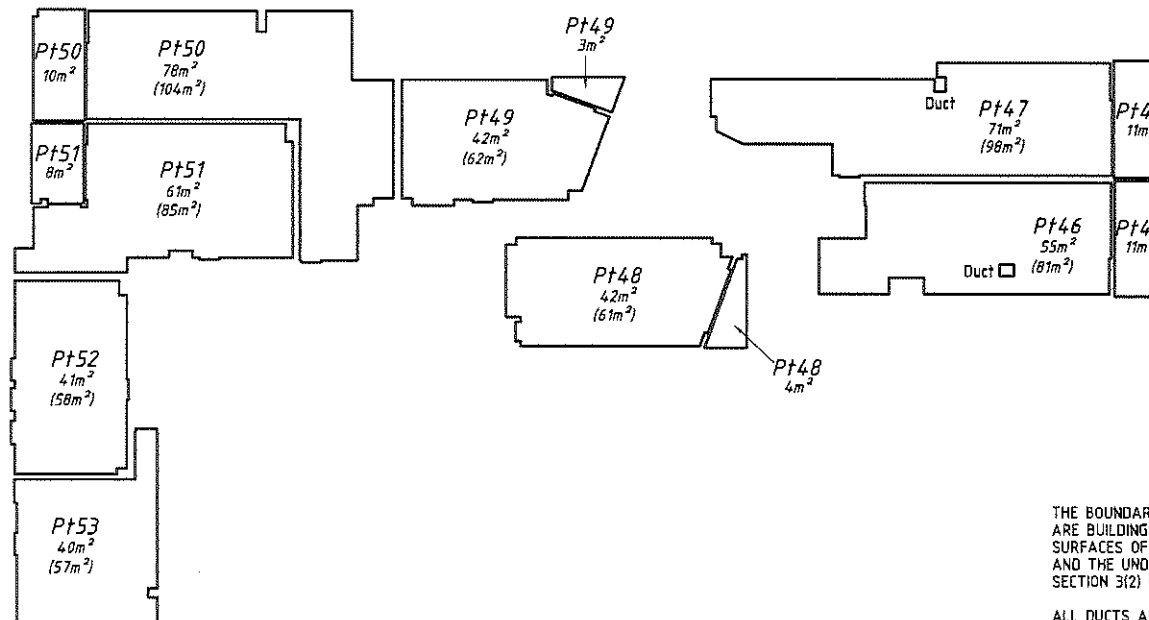
REF: 13/021

SAS SURVEYORS
 LICENSED ENGINEERING & DILAPIDATION
 SORESEN SHORT & ASSOCIATES
 4 O'CONNOR WAY WANGARA 6065
 Tel: 0409 8398 Fax: 0809 1105
 Email: sss@soresen.net.au

M. Smith 2016.11.10 12:33:24 +08'00'
 LICENSED SURVEYOR DATE

STRATA PLAN
65326
SHEET 11 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 46 & 47 REFER TO SHEETS 2 & 5
FOR OTHER PARTS OF LOTS 48 & 49 REFER TO SHEETS 2 & 6
FOR OTHER PARTS OF LOTS 50 & 51 REFER TO SHEET 2
FOR OTHER PARTS OF LOTS 52 & 53 REFER TO SHEET 4



LEVEL 8 FLOOR PLAN

0 5 10m
Scale 1:200 @ A3

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

ALL DUCTS ARE COMMON PROPERTY.

REF: 13/021

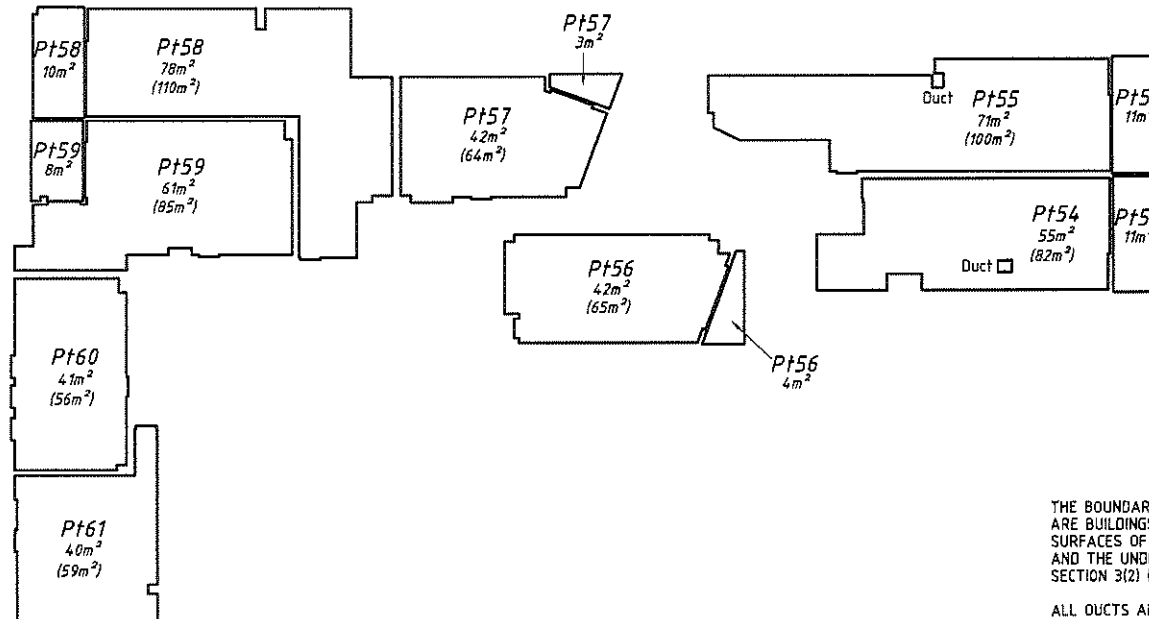
SAS SURVEYORS
LICENSED ENGINEERING & DILAPIDATION
SORENSEN SHORT & ASSOCIATES
4 O'CONNOR WAY WANGARA 6005
Tel: 9409 6360 Fax: 9309 1105
Email: admin@sorensen.net.au

M. Quinn 2016.11.10
12:33:43 +08'00'
LICENSED SURVEYOR DATE

STRATA PLAN 65326

SHEET 12 OF 12 SHEETS

FOR OTHER PARTS OF LOT 54 REFER TO SHEETS 2 & 6
FOR OTHER PARTS OF LOTS 55, 58 & 59 REFER TO SHEET 2
FOR OTHER PARTS OF LOTS 56 & 57 REFER TO SHEETS 4 & 6
FOR OTHER PARTS OF LOTS 60 & 61 REFER TO SHEETS 3 & 6



LEVEL 9 FLOOR PLAN

0 5 10m
Scale 1:200 @ A3

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

ALL DUCTS ARE COMMON PROPERTY.

REF: 13/021

SAS SURVEYORS
LICENSED ENGINEERING & DILAPIDATION
SORENSEN SHORT & ASSOCIATES
4 O'CONNOR WAY WANGARA 8085
Tel: 9408 5368 Fax: 9200 1105
Email: admin@sorensen.net.au

M. Quinn 2016.11.10 12:34:04 +0800
LICENSED SURVEYOR DATE

FORM 3

STRATA PLAN No.				65326			
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	18			28	11		
2	17			29	11		
3	22			30	16		
4	17			31	20		
5	16			32	12		
6	21			33	12		
7	11			34	21		
8	11			35	17		
9	20			36	11		
10	16			37	11		
11	11			38	16		
12	11			39	20		
13	15			40	12		
14	14			41	12		
15	19			42	21		
16	12			43	17		
17	12			44	11		
18	20			45	11		
19	16			46	16		
20	11			47	20		
21	11			48	12		
22	15			49	12		
23	19			50	21		
24	12			51	17		
25	12			52	11		
26	20			53	11		
27	16			54	16		

Continued Overleaf



STRATA PLAN No. 65326							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
55	20						
56	13						
57	13						
58	21						
59	18						
60	12						
61	12						
62	27						
63	23						
64	28						
				Aggregate	1,000		

DESCRIPTION OF PARCEL AND BUILDING

61 RESIDENTIAL UNITS & 3 COMMERCIAL UNITS SITUATED WITHIN AN ELEVEN STOREY BUILDING CONSTRUCTED OF CONCRETE AND STEEL AND SITUATED AT 89 ABERDEEN STEET, NORTHBRIDGE.

CERTIFICATE OF LICENSED VALUER
STRATA

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

19-Sep-2016
Date



Paul Rogers
2016.09.22
13:59:17 +08'00'
Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 65326

DESCRIPTION OF PARCEL & BUILDING

61 Residential Units & 3 Commercial Units situated within an eleven storey building constructed of concrete and steel and situated at 89 Aberdeen Street, Northbridge

CERTIFICATE OF LICENSED SURVEYOR

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

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

M. Zimoch

2016.10.17 16:19:59
+08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable



PERMIT

Occupancy Permit - Strata

FORM **BA12**

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

OFFICE USE ONLY

Permit number
OCCPS-2016/663

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

1. Details of building or structure

Certificate of title	Volume 1430	Folio 69
Lot on survey	Lot 1 P 871	
Strata plan number	65326	Land being re-subdivided (if applicable)
Property street address	89 Aberdeen Street, NORTHBRIDGE WA 6003	
Description of building	61 x Residential Lots & 3 x Commercial Lots	
Main BCA class of the building	2	Secondary BCA class (for multi-purpose buildings): 5, 6 & 7a
Use(s) of building	Class 2 residential apartment building with commercial tenancies & carparking	Each restriction on use (if applicable)

2. Permit details

This occupancy permit is for: ☒ Whole of building ☐ Part of building

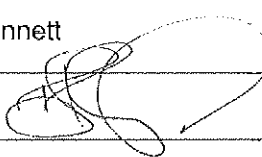
Details

Nil

Western Australian Planning Commission approval required? ☐ Yes ☒ No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Barry Bennett	Title Principal Building Surveyor
	Signature 	Date 06-Oct-2016
Permit authority	City of Perth	

Building Commissioner Approved 12 February 2013

Page 1 of 1

FORM 26

WAPC Ref. STRBLT-2016/5270 STRATA PLAN NO 65326

Strata Titles Act 1985
Sections 25(1), 25(4)

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

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

~~*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation~~
submitted on 19-Sep-2016 and relating to the property described
below;

~~*(ii) the sketch submitted on 27-Jul-2016 of the proposed *subdivision~~
~~of the property described below into lots on a Strata Plan/re-~~
~~subdivision / consolidation of the lots on the Strata Plan specified~~
below, subject to the following conditions —

Property Description: Lot (or Strata Plan) No: Strata Plan Lot 1 on Plan
871

Location: 89 Aberdeen Street, NORTHBRIDGE

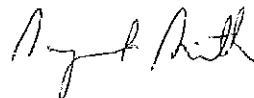
Locality: Northbridge

Local Government: City of Perth

Lodged by: M. ZIMPOCH

Date: 19-Sep-2016

(*To be deleted as appropriate.)



For Chairman, Western Australian
Planning Commission

Date 13/10/16

Delegated under Section 16 (3)
(e) of the P & D Act 2005

[illegible]

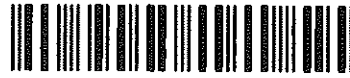
Note: Entries may be affected by subsequent endorsements.

[illegible]

FORM B4

N480906 SM

11 Nov 2016 09:00:06 Midland



(INSERT DOC TYPE HERE)

LODGED BY MGB legal
ADDRESS Lvl 3, 68 St Georges
TCE PERTH WA 6000
PHONE No. 6104 0555
FAX No.
REFERENCE No.
ISSUING BOX No. 999

PREPARED BY MGB legal
ADDRESS Lvl 3, 68 St Georges
TCE PERTH WA 6000
PHONE No. 6104 0555 FAX No.
REFERENCE No.

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.		Received Items
2.		Nos. 0
3.		
4.		
5.		
6.		Receiving Clerk [Signature]

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


Landgate

EXAMINED



33.15.3 keep the commercial lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any discarded rubbish papers cartons boxes containers or other waste products and shall leave such rubbish or containers outside the commercial lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the Council;

33.15.4 keep the commercial lot free and clear of all rodents vermin insects birds animals termites and other pests and if the proprietor fails to do so the proprietor shall if and so often as necessary employ pest exterminators approved by the Council to carry out the necessary work.

33.16 To the extent that the Strata Company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the Council of owners is hereby empowered, when required:

33.16.1 to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and

33.16.2 to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the Proprietor by service of notice under these by-laws).

33.17 A Commercial Lot Proprietor may display signage on the exterior of their Lot, provided that :

33.17.1 the Proprietor obtains the approval of any relevant authority for the same; and

33.17.2 the Proprietor makes good to the satisfaction of the Council any damage occasioned by removal of the same.

34 Window Treatments

34.1 A Proprietor shall ensure that all window treatments on their lot shall have white backing unless otherwise approved in writing by the Council and is in accordance with the requirements of the Local Authority.

34.2 A Proprietor shall keep any window treatments on their lot in a clean and well maintained condition at all times.

34.3 A Proprietor shall remove any window treatments on their lot within 21 days of receipt of notice in writing from the Council advising the Proprietor that a window treatment has fallen into disrepair or becomes excessively discoloured.

- 33.10.1 have the floor and the interior of a commercial lot cleaned each business day;
- 33.10.2 have the surfaces of windows maintained in a clean condition;
- 33.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- 33.10.4 not allow the accumulation of useless property or rubbish in a commercial lot;
- 33.10.5 provide a sanitary hygiene service to female toilets;
- 33.11 The proprietor shall cause all rubbish accumulated in the commercial lot to be placed daily in suitable containers provided for the commercial lot and situated in an area in the scheme designated by the Council.
- 33.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.
- 33.13 The proprietor shall:
 - 33.13.1 not use the toilets, sinks, drainage and plumbing on the commercial lot for purposes other than those for which they were designed;
 - 33.13.2 not place in any of those facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;
 - 33.13.3 repair any damage caused to any of those facilities by breach of sub by-law 33.13.1.
- 33.14 The proprietor shall:
 - 33.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the scheme or to the commercial lot;
 - 33.14.2 be liable:
 - 33.14.2.1 for the costs of repairing any damage to the cables, switchboards and other equipment that supplies electricity to the scheme or to the commercial lot;
 - 33.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order;
 - 33.14.2.3 if necessary, to disconnect the proprietor's installation or alter or upgrade the electrical supply system at the proprietor's cost in order that it will suffice for the additional load imposed by the proprietor's installations
 - 33.14.3 If any installations by the proprietor result in overloading that equipment.
- 33.15 The proprietor shall at the proprietor's expense:
 - 33.15.1 take reasonable action to secure the commercial lot against unauthorised entry whilst the commercial lot is occupied;
 - 33.15.2 securely lock and fasten external door and windows in the commercial lot whilst the commercial lots are unoccupied;

- 33.3 The proprietor shall only conduct business in a commercial lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a commercial lot.
- 33.4 The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the commercial lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.
- 33.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:
- 33.5.1 the use and occupation of a commercial lot for the use intended by the proprietor;
 - 33.5.2 a commercial lot and facilities by reason of the number and the sex of the proprietor's employees and other persons working in or entering the commercial lot;
 - 33.5.3 the fixtures, fittings, machinery, plant and equipment in a commercial lot;
 - 33.5.4 occupational health, safety and environmental matters;
 - 33.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.
- 33.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in By-law 33.5.
- 33.7 The proprietor shall not:
- 33.7.1 allow a commercial lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - 33.7.2 use or permit any part of a commercial lot to be used as sleeping quarters or for residence;
 - 33.7.3 keep any animals in a commercial lot;
 - 33.7.4 hold or permit any auction or public meeting in the commercial lot;
 - 33.7.5 use a commercial lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties;
 - 33.7.6 use a commercial lot in an excessively noisy or noxious or offensive manner;
 - 33.7.7 use plant or machinery in the commercial lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise.
- 33.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.
- 33.9 The proprietor shall not bring into, store or use in the commercial lot an inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including the heating or lighting the commercial lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in such compliance with all fire and safety regulation relating to such substances.
- 33.10 The proprietor shall keep a commercial lot clean and;

31 Only Residents to use the Facilities

- 31.1 Only persons residing in a lot may use the Facilities.
- 31.2 A Proprietor who has granted occupancy rights of whatever nature to another person shall be deemed to have assigned their entitlement to use the Facilities to the occupier of the lot and shall be prohibited from using the Facilities for so long as the occupancy rights are granted or until the occupier vacates the lot, whichever is the earlier.

32 Costs of Recovering Unpaid Levies and Other Amounts

- 32.1 If the Proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor (including proceedings in any court of competent jurisdiction). All costs incurred in taking such action, including, but not limited to:
- 32.1.1 Strata Company Manager's costs, pursuant to their Strata Management Contract or as otherwise determined by the Strata Company;
 - 32.1.2 legal costs on a solicitor/owner-client basis; and
 - 32.1.3 debt recovery agency's costs;
 - (i) may be included and claimed in such action; and
 - (ii) all such costs shall be payable by the Proprietor;
 - 32.1.4 in respect of costs other than legal costs, as liquidated damages; and
 - 32.1.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor/owner-client basis, provided always that before issuing any proceedings the Strata Company shall issue or cause to be issued to the Proprietor a written notice specifying amounts owing, including interest, to that date in respect of which such proceedings are to be taken.
- 32.2 To the extent that the Strata Company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the Council of owners is hereby empowered, when required:
- 32.2.1 to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and
 - 32.2.2 to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the Proprietor by service of notice under paragraph 33.1 of this by-law).

33 Commercial Lot By-laws

- 33.1 This by-law 33 shall only apply to commercial lots and references to the proprietor shall mean the proprietor of a commercial lot.
- 33.2 If there is any conflict between this by-law 33 and any other Schedule 2 by-law so far as it relates to a commercial lot then this by-law 33 shall prevail.

- 27.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the Scheme by any Proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those Proprietors having possession or control or the use or benefit of any such machines appliances or things.

28 Recovery of Costs by Strata Company

- 28.1 Where a by-law provides that a Proprietor shall reimburse the costs or expenses of or compensate the Strata Company, the Strata Company may in the event that a Proprietor fails to pay an amount due to the Strata Company 14 days after written demand has been served on the Proprietor recover such costs or expenses or compensation, subject to the Act in a court of competent jurisdiction.

29 Security and Fire Safety

- 29.1 A Proprietor must not do or permit anything to be done which may prejudice the security or safety of the Building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 29.2 The Strata Company may restrict access to:-
- 29.2.1 the car parking areas by means of a proximity card reader system; and
- 29.2.2 parts of the Building by means of a proximity card reader system or security key for the purposes of securing the Building and the common property from intruders and to preserve the safety of the Building from fire or other hazards.
- 29.3 The Strata Company will provide to each Proprietor proximity cards and security keys as the Strata Company determines appropriate to enable a Proprietor to operate the security access devices referred to in by-law 29.2
- 29.4 A Proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this by-law 30.
- 29.5 No Proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take reasonable steps to prevent their loss or transfer.
- 29.6 A Proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 29.7 A Proprietor or Proprietor's Invitee shall not:-
- 29.7.1 interfere with any safety equipment;
- 29.7.2 obstruct any fire escape or fire stair well; or
- 29.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.

30 Smoking

- 30.1 No Proprietor or a Proprietor's Invitee shall smoke in any portion of the Building comprising common property.
- 30.2 Any Proprietor who breaches by-law 30.1 or permits a breach of that by-law will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of by-law 31.1

- 26.3.2 to arrange and attend the annual general meeting and not less than one other meeting (of the Strata Company or Council) during any yearly period;
- 26.3.3 to act upon request by, or in the absence of, the chairman, as chairman of any meeting of the Strata Company;
- 26.3.4 to use best endeavours to ensure that insurances are effected and promptly renewed in accordance with Act and make all necessary insurance claims;
- 26.3.5 upon written instruction by the Strata Company or its Council, to act as agent for the Strata Company to engage or employ and supervise the caretaker and any employees authorised by the Strata Company to be employed, and keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- 26.3.6 to arrange for the preparation and submission of income tax returns on behalf of the Strata Company;
- 26.3.7 to disburse monies in accordance with the Act and the terms of the by-laws;
- 26.3.8 to maintain the records of the Strata Company required by law;
- 26.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 26.3.10 to provide, so far as is reasonable, any assistance to the Strata Company and the members of its Council;
- 26.3.11 to take possession of and care for the records and documents of the Strata Company;
- 26.3.12 to monitor arrears in levies and to suggest options for recovery of those arrears;
- 26.3.13 to hold custody of the common seal;
- 26.3.14 generally implement the decisions of the Strata Company and its Council;
- 26.3.15 to arrange for preparation of applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;
- 26.3.16 to attend on behalf of the Strata Company and to the extent permitted by law to represent the Strata Company at any hearing conducted by a tribunal or court;
- 26.3.17 to instruct solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 26.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company; and
- 26.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land.

27 Insurance Rates

- 27.1 Nothing shall be done or kept on a lot or within the Scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Council nor shall anything be done or kept on a lot or within the Scheme which would result in the cancellation of the insurance on any property insured by the Strata Company or which would be in violation of any law.

24 Car Bays

24.1 A Proprietor shall not:

- 24.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;
- 24.1.2 grant any lease, licence or other occupancy right to any person who is not a lot Proprietor in respect of any portion of his or her lot used as a car bay or storage area (other than to a tenant or other permitted occupier of the lot).

25 Rules

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

- 25.1.1 the affixing of external aerials;
- 25.1.2 visitors' vehicle parking;
- 25.1.3 security;
- 25.1.4 use of stairways and passageways;
- 25.1.5 approval for keeping pets;
- 25.1.6 rubbish collection;
- 25.1.7 advertising and signs;
- 25.1.8 charges relating to the security system and security keys;
- 25.1.9 access to an Individual Photovoltaic System;
- 25.1.10 operating hours for the Facilities; and
- 25.1.11 access to the Facilities.

25.2 A Proprietor and a Proprietor's Invitee will comply at all times with the rules.

26 Strata Company Management

- 26.1 The Strata Company may appoint from time to time a Strata Company Manager upon such terms and conditions as are usual for such appointment.
- 26.2 Unless otherwise provided in the by-laws the Strata Company may delegate all of the Strata Company's power, authorities, duties, and functions (including those of the secretary and the treasurer of the Strata Company) to the Strata Company Manager (to the extent that the same are capable of being delegated).
- 26.3 The Strata Company Manager shall, subject to the terms of any written agreement between the Strata Company and the Strata Company Manager, have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the Strata Company:
 - 26.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the land and common property for this purpose;

18 Moving Furniture

- 18.1 Neither a Proprietor nor a Proprietor's Invitee shall move any furniture or large object through or within the Scheme unless he has first given to the Strata Company sufficient notice of his intention to do so in order to enable the caretaker or in his absence the Strata Council or Strata Manager to be present at the time to ensure that no damage is caused to the common property.

19 Floor Coverings

- 19.1 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 thereof of noises likely to disturb the peaceful enjoyment of the Proprietors of other lots.
- 19.2 In addition to all the approvals required by by-law 4 of this Schedule 2, no Proprietor shall install a wooden floor to any portion of his or her lot without first installing a soundproof membrane between the concrete slab and proposed wooden floor.

20 Cleaning Windows

- 20.1 Without derogating from the generality of by-law 3 a Proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including as much thereof as in common property.

21 Drying

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

22 Storage of inflammable liquids

- 22.1 Neither a Proprietor nor a Proprietor's Invitee shall, except with the approval in writing of the Strata Company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 22.2 In the event that the proprietor of a Commercial Lot requires the storage of any inflammable chemical, liquid or gas or other inflammable material as a necessary part of the business conducted upon that Lot, the Strata Company may not unreasonably withhold consent to such storage, but may put conditions or restrictions on such approval as may be necessary to safeguard the interests of the remaining proprietors in the Scheme. For the avoidance of doubt, it shall not be unreasonable for the Strata Company to withhold consent to such storage, if the storage would result in the Strata Company being unable to obtain insurance on reasonable terms for the Building or any part of it.

23 Fire Proofing

- 23.1 A Proprietor shall ensure that adequate fire protection exists within his lot and the premises and is maintained at his cost so as to prevent the spread of fire into any adjoining lot or the common property.
- 23.2 For the purpose of this by-law 23 adequate fire protection shall consist of:
- 23.2.1 carbon dioxide type fire extinguisher;
- 23.2.2 smoke detector alarms in the kitchen and sleeping areas of the lot.



14 Signs

- 14.1 No sign or billboard of any kind shall be displayed within public view on any portion of a lot without prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this by-law shall prevent the original Proprietor from displaying "For Sale" signs within the Scheme.
- 14.2 The proprietor of a Commercial Lot may display a sign or billboard within or upon their lot, provided that such sign or billboard complies with the requirements of, or is approved by, all relevant authorities.

15 Antenna

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

16 Pets

- 16.1 Subject to Section 42(15) of the Act, neither a Proprietor nor a Proprietor's Invitee may keep any animal within a lot without the prior written consent of the Council.
- 16.2 The Council will not withhold its consent if the animal is of a breed or size which in all the circumstances is suitable to be kept as a domestic pet in a communal residential complex.
- 16.3 The Proprietor will:
- 16.3.1 be responsible for the health, hygiene, control and supervision of any animal in his care;
 - 16.3.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the Proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the Proprietor or the Proprietor's Invitee by the Council;
 - 16.3.3 not keep any animal on his lot if:
 - 16.3.3.1 the keeping of the animal breaches any regulation or by-law of the local authority;
 - 16.3.3.1 he has failed to comply with a notice given by the Council pursuant to by-law 16.3.2; or
 - 16.3.3.1 he has within a twelve (12) month period received three notices issued under by-law 16.3.2
- in which event the Council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

17 Temporary Building

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

9 Blockage or Drainage Pipes

- 9.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 9.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of by-law 10.1 of Schedule 2 shall be borne by the Proprietor whether the same is caused by his own actions or those of the Proprietor's Invitees.

10 Proprietor to advise of Defects

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

11 Damage to Common Property

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

12 Instructing Contractors by Proprietors

- 12.1 Neither a Proprietor nor a Proprietor's Invitee shall instruct any contractor or workmen employed by the Strata Company unless authorised to do so by the Strata Company Manager.
- 12.2 If a Proprietor or a Proprietor's Invitee instructs a contractor or workmen without authorisation the Proprietor shall be responsible for the payment to the Strata Company of any additional cost or expense to the Strata Company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction as may be required by the Strata Company.

13 Garbage Disposal

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

- 6.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or by-laws of the local authority or any other governmental regulation or law;
- 6.1.6 permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control;
- 6.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using his lot or the common property;
- 6.1.8 be inadequately or inappropriately clothed when upon common property;
- 6.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 6.1.10 without the written consent of the Strata Company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the Scheme as a residential complex;
- 6.1.11 allow the escape of water from the Proprietor's garden or balconies in or on any adjacent lot or any part of the building.

7 Vehicles

7.1 Neither a Proprietor nor a Proprietor's invitee shall:

- 7.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the common property;
- 7.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
- 7.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
- 7.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the Strata Company;
- 7.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, motor home, marine craft or commercial vehicle;
- 7.1.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

8 Responsibility for Proprietor's Invitees

8.1 A Proprietor shall:

- 8.1.1 take reasonable steps to ensure that the Proprietor's Invitees observe and comply with the by-laws and the rules and if the Proprietor is unable to ensure such compliance then the Proprietor upon written notice from the Strata Company must take reasonable steps to have the Proprietor's Invitees leave the Scheme;
- 8.1.2 compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the Proprietor's Invitees.



- 4.2.1 all tradesman's vehicles are parked, stored or kept within that part of the Proprietor's lot intended for use as a car parking bay,
- 4.2.2 no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 4.2.3 no security door or gate within the Scheme remains open while the works are carried out;
- 4.2.4 any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing, in accordance with a dilapidation report obtained by the Strata Company Manager at the cost of the Proprietor;
- 4.2.5 access to or egress from the Proprietor's lot by all tradesman bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the Strata Company management;
- 4.2.6 no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. on any day Monday to Saturday or at any hour of the day on Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this by-law 4.2;
- 4.2.7 all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

5 Floor Loading

- 5.1 Neither a Proprietor nor a Proprietor's Invitee shall do any act or thing which may result in:
 - 5.1.1 excessive stress or floor loading to any part of a lot or the premises; or
 - 5.2.2 a breach of any restrictive covenant applicable to the Strata Plan.

6 Behaviour

- 6.1 A Proprietor shall not:
 - 6.1.1 use his premises or any part of the common property for any purpose which may be a breach of the by-laws, the regulations or by-laws of the local authority or any other governmental regulation or law;
 - 6.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the Scheme as a luxury residential complex;
 - 6.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;
 - 6.1.4 deposit or throw upon his lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;

- 2.2.2.1 the Proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - 2.2.2.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
 - 2.2.2.3 the conduct of the business does not cause any inconvenience to the Proprietors of other lots;
 - 2.2.2.4 the business does not involve the manufacture storage or vending of goods.
- 2.3 Notwithstanding by-law 2.1 above the original Proprietor of the land may use any lot owned by the original Proprietor for the purpose of display to prospective purchasers of that or other lots within the Scheme.
- 2.4 If a Proprietor of a lot grants occupancy rights in respect of his lot he shall, if requested to do so:
- 2.4.1 promptly provide the Strata Company Manager with the full name of each occupier;
 - 2.4.2 give each occupier a copy of the by-laws and the rules (if any) at the commencement of the occupation; and
 - 2.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the by-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement with the occupier.

3 Repair and Maintenance of Premises

- 3.1 A Proprietor shall at the Proprietor's cost:-
- 3.1.1 maintain his premises in a good state of repair and condition;
 - 3.1.2 maintain his premises in a clean condition free from all vermin and insects;
 - 3.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard or unsightly.

4 Alterations to lot

- 4.1 A Proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
- 4.1.1 obtained all the necessary approvals and permits of the local authority;
 - 4.1.2 obtained the consent of the Strata Company in accordance with section 7 of the Act;
 - 4.1.3 indemnified the Strata Company in respect of any cost expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations building or associated works which indemnity shall be in writing in a form reasonably required by the Strata Company and prepared and stamped at the cost of the Proprietor.
- 4.2 A Proprietor shall not commence cause or allow any structural alterations building or associated works of any kind to his lot before he has taken or arranged to be taken all reasonable steps to ensure that:

"Strata Company Manager" means the person who is appointed from time to time as strata company manager pursuant to by-law 28 of Schedule 2 by-laws;

"Strata Plan" means Strata Plan 65326 and any re-subdivision thereof registered from time to time in respect of the Land.

1.2 Interpretation

In the Schedule 2 by-laws:

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

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

1.2.1.2 all statutory instruments or orders made pursuant to it.

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

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

1.2.4 Terms defined in the Schedule 1 by-laws shall have the same meaning in these Schedule 2 by-laws.

1.2.5 Headings are inserted for convenience only shall not affect the construction or interpretation of the Schedule 2 by-laws.

1.3 Severability

If any Schedule 2 by-law is invalid or unenforceable, then the remaining Schedule 2 by-laws shall be valid and enforceable.

1.4 Application

The Schedule 2 by-laws:

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

1.4.2 bind a Proprietor's Invitees.

1.5 Inconsistency

To the extent the Schedule 2 by-laws are inconsistent with the by-laws contained in Schedule 1 the Schedule 2 by-laws shall prevail.

2 Use of Premises

2.1 Subject to Schedule 2 by-law 2.2 a Proprietor of a lot other than a Commercial Lot may only use his lot as a residence, while the Proprietor of a Commercial Lot may not use his lot as a residence.

2.2 Notwithstanding by-law 2.1 a Proprietor of a lot may:

2.2.1 grant occupancy rights in respect of his lot to residential tenants;

2.2.2 conduct business from his lot so long as:-

SCHEDULE 2 BY-LAWS

1 Definitions

- 1.1 The following words have these meanings in the Schedule 2 by-laws unless the contrary intention appears whether in capitals or not:

"Act" means the *Strata Titles Act 1985 (WA)* as amended from time to time and all subsidiary legislation under the Act.

"Building" means any of the buildings erected on the Land and includes the Facilities;

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

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

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

"Facilities" means the recreational and other facilities in or about the Scheme (if any);

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

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

"Land" means all the land comprised in the Strata Plan;

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

"Lot" or "lot" means a strata lot formed upon registration of the Strata Plan;

"Original Proprietor" means the registered proprietor of the land before the Scheme was constituted by registration of the Strata Plan;

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

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

"Premises" means the Proprietor's lot together with the fixtures and fittings and that portion of the common property, which is subject to a grant of exclusive use in favour of the Proprietor;

"Rules" means the rules adopted by the Strata Company from time to time pursuant to by-law 25 of Schedule 2 by-laws;

"Schedule 2 by-laws" means these Schedule 2 by-laws 1 to 34 inclusive;

"Scheme" means the strata scheme constituted upon registration of the Strata Plan;

"Strata Company" means the Strata Company constituted by the registration of the Strata Plan to be known as the Owners of 89 Aberdeen Street, Northbridge followed by the number allocated by Landgate in respect of the Strata Plan;

20.4 Should a Proprietor fail to:

20.4.1 repair and maintain the Individual Photovoltaic system pursuant to by-law 20.3; or

20.4.2 remove the Individual Photovoltaic System and reinstate and restore the Common Property or replace the Individual Photovoltaic System after receiving written notice from the Strata Council pursuant to by-law 20.3 of Schedule 1;

then the Strata Company may enter the exclusive use property set out for that Proprietor's Individual Photovoltaic System; and:

20.4.3 repair and maintain the Individual Photovoltaic System at the cost of the Proprietor; or

20.4.4 remove the Individual Photovoltaic System and reinstate and restore the Common Property or replace the Individual Photovoltaic System at the cost of the Proprietor and withdraw the exclusive use rights granted to the Proprietor over that portion of the Common Property required for the Individual Photovoltaic System granted pursuant to this by-law 20.

21 Maintenance of Common Property Photovoltaic System

21.1 The Strata Company shall be obliged to ensure that the Common Property Photovoltaic System to the Scheme be maintained to a satisfactory standard. The costs of maintenance for the Common Property Photovoltaic System will be included in the annual strata company budget.

22 Bicycle Racks

22.1 A Proprietor, occupier or tenant shall not conduct repairs or restorations of any bicycle upon any portion of the part lots comprising the bicycle rack areas of the lots.

22.2 A Proprietor, occupier or tenant shall keep their bicycle rack area clean and tidy and shall use their bicycle rack solely for bicycle parking.

23 Penalty for Breach of by-laws

23.1 Any person who breaches any Schedule 1 or 2 by-law is, subject to section 42A(2) of the Act, liable to pay a penalty of \$500.00 or such other amount as is prescribed by the Act from time to time.



- 19.1.1 so noisy as to cause a disturbance to adjoining Proprietors;
- 19.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme; or
- 19.1.3 of a make or model that is unsuitable to be installed in the position set aside for such purpose during the construction of the building; or
- 19.1.4 is not within the area delineated on the plans for the purpose of housing an air conditioning system for that lot.
- 19.2 Without prejudice to the generality of by-law 19.1 of Schedule 1 in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the Proprietor shall within 7 days of service of a written notice from the Council either:-
 - 19.2.1 remove the air conditioning system and reinstate and restore any Common Property to the same state and condition as existed at the time the air conditioning system was installed; or
 - 19.2.2 subject to complying with by-laws 16 & 19 of Schedule 1, replace the air conditioning system.
- 19.3 Should a Proprietor fail to:
 - 19.3.1 repair and maintain the air conditioning system pursuant to by-law 19.2; or
 - 19.3.2 remove the air conditioning system and reinstate and restore the Common Property or replace the air conditioning system after receiving written notice from the Strata Company pursuant to by-law 19.2 of Schedule 1;
 then the Strata Company may enter the Proprietor's lot or his premises and:
 - 19.3.3 repair and maintain the air conditioning system at the cost of the Proprietor; or
 - 19.3.4 remove the air conditioning system and reinstate and restore the Common Property or replace the air conditioning system at the cost of the Proprietor and withdraw the exclusive use rights granted to the Proprietor over that portion of the Common Property required for the air conditioning system granted pursuant to this by-law 19.

20 Individual Photovoltaic Systems

- 20.1 The original proprietor has allocated a limited area on the roof of the building to enable a proprietor to install an Individual Photovoltaic System.
- 20.2 No Proprietor shall affix any Individual Photovoltaic System without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed Photovoltaic System is or is likely to be either:-
 - 20.2.1 unable to be installed in the area set aside for the purpose of housing Individual Photovoltaic System due to a lack of space;
 - 20.2.2 so noisy as to cause a disturbance to adjoining Proprietors;
 - 20.2.3 of such a size and colour as not to be in harmony with the external appearance of the Scheme; or
 - 20.2.4 of a make or model that is unsuitable to be installed in the position set aside for such purpose during the construction of the building; or
 - 20.2.5 is not within the area delineated on the plans for the purpose of housing an Individual Photovoltaic System for that lot.
- 20.3 Without prejudice to the generality of by-law 20.2 of Schedule 1 in the event of the Individual Photovoltaic System or any part thereof becoming unsafe or deteriorating, the Proprietor shall within 7 days of service of a written notice from the Council either:-
 - 20.3.1 remove the Individual Photovoltaic System and reinstate and restore any Common Property to the same state and condition as existed at the time the Individual Photovoltaic System was installed; or
 - 20.3.2 subject to complying with by-laws 16 & 20 of Schedule 1, replace the Individual Photovoltaic System.



14.8 On any poll each co-Proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.

14.9 The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint Proprietors as do not vote personally or by individual proxy.

15 Common seal

15.1 The common seal of the Strata Company shall at no time be used except by authority of the Council previously given and in the presence of the members of the Council or at least 2 members of the Council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the Strata Company his signature shall be sufficient.

15.2 The Council shall make provision for the safe custody of the common seal.

16 Exclusive Use

16.1 In these by-laws "exclusive use property" means every portion of Common Property comprising:

16.1.1 fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, window and door screens which are appurtenant to a Proprietor's lot, and

16.1.2 that portion of the Common Property required for the installation of an air conditioning system approved by the Strata Company in accordance with by-law 19;

16.1.3 that portion of the Common Property required for the installation of an Individual Photovoltaic System approved by the Strata Company in accordance with by-law 20.

16.2 The Strata Company, following a written request from the Original Proprietor as owner and on behalf of all of the lots within the scheme, grants to the Proprietor the exclusive use of the exclusive use property relevant to every lot within the scheme. On the granting of the exclusive use of the Common Property the Proprietor of the exclusive use property shall maintain and repair or replace the property in accordance with the requirements of Section 42(11)(b) of the Act.

16.3 The Council may serve written notice on a Proprietor that he has failed to maintain and repair or replace the exclusive use property in accordance with by-law 16.2 of Schedule 1 or fails to remove an air conditioning system in accordance with by-law 19.2.1 of Schedule 1, or fails to remove a Photovoltaic System in accordance with by-law 20 of Schedule 1.

16.4 Should a Proprietor fail to comply within 7 days with a notice served by the Council pursuant to by-law 16.3 of Schedule 1, then the Strata Company may at the Proprietor's cost enter the Proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the Proprietor's exclusive use property.

17 Restriction of Vehicle Entry

17.1 Vehicle entry onto the strata scheme is restricted to lot Proprietors, occupiers, other residents, and their independent contractors, employees, agents and visitors.

18 Vehicle Parking Bays

18.1 A Proprietor, occupier or tenant shall not conduct repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the part lots comprising the car parking areas of the lots.

18.2 A Proprietor, occupier or tenant shall keep their car parking bays clean and tidy and ensure all oil spills are promptly removed from the floor surface of their parking bays and shall use their car parking bay solely for vehicle parking.

19 Individual Air Conditioning Systems

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

- 12.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of Proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- 12.5 By-laws 12.3 and 12.4 of Schedule 1 do not apply to a general meeting of a Strata Company referred to in section 5OB.
- 12.6 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 12.7 All resolutions must be proposed by a Proprietor or his or her duly appointed proxy and seconded by another Proprietor or his or her duly appointed proxy.
- 12.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- 12.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any Proprietor present in person or by proxy.
- 12.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 12.11 A demand for a poll may be withdrawn.
- 12.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- 12.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.
- 13 Restriction on moving motion or nominating candidate**
- 13.1 A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the Council unless the person is entitled to vote on the motion or at the election.
- 14 Vote of Proprietors**
- 14.1 On a show of hands each Proprietor has one vote for each lot that he owns.
- 14.2 On a poll the Proprietors have the same number of votes as the unit entitlements of their respective lots.
- 14.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- 14.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.
- 14.5 A proxy need not be a Proprietor.
- 14.6 Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no Proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the Strata Company from him at the date of the notice given to Proprietors of the meeting have been duly paid before the commencement of the meeting.
- 14.7 Co-Proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of Proprietors is required by the Act.

- 9.1.5 the calling of nominations of candidates for election as members of the Council; and
- 9.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the Strata Company and of the Council.

10 Powers and duties of treasurer of Strata Company

- 10.1 The powers and duties of the treasurer of a Strata Company include:-
 - 10.1.1 the notifying of Proprietors of any contributions levied pursuant to the Act;
 - 10.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company;
 - 10.1.3 the preparation of any certificate applied for under section 43(c) and 43(d) of the Act; and
 - 10.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

11 General meetings of Strata Company

- 11.1 General meetings of the Strata Company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- 11.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 11.3 The Council may when ever it thinks fit and shall upon a requisition in writing made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- 11.4 If the Council does not within 21 days after the date of receipt of a requisition under Schedule 1 proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- 11.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all Proprietors and registered first mortgagees who have notified their interests to the Strata Company, but accidental omission to give the notice to any Proprietor or to any registered first mortgagee or non-receipt of the notice by any Proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- 11.6 If a Proprietor gives notice in writing to the secretary of an item of business that the Proprietor requires to be included on the agenda for the next general meeting of the Strata Company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with by-law 11.5 of Schedule 1.

12 Proceedings at general meetings

- 12.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Council, or at an extraordinary general meeting.
- 12.2 Except as otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 12.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.



6.3 A person appointed to an office referred to in by-law 6.1 of Schedule 1 shall hold office until:-

- 6.3.1 he ceases to be a member of the Council;
- 6.3.2 receipt by the Strata Company of notice in writing of his resignation from that office; or
- 6.3.3 another person is appointed by the Council to hold that office,

whichever first happens.

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

7 Chairman, secretary and treasurer of Strata Company

- 7.1 Subject to by-law 6.1 of Schedule 1 the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 7.2 A Strata Company may at a general meeting authorise a person who is not a Proprietor to act as the chairman of the Strata Company for the purposes of that meeting.
- 7.3 A person appointed under by-law 7.2 of Schedule 1 may act until the end of the meeting for which he was appointed to act.

8 Meetings of Council

- 8.1 At meetings of the Council, all matters shall be determined by a simple majority vote.
- 8.2 The Council may:-
 - 8.2.1 meet together for the conduct of business and adjourn and otherwise regulate its:-
 - (i) meetings as it thinks fit, but the Council shall meet when any member of the Council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - (ii) subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
 - 8.2.2 A member of a Council may appoint a Proprietor, or an individual authorised under section 45 of the Act by a corporation which is a Proprietor, to act in his place as a member of the Council at any meeting of the Council and any Proprietor or individual so appointed shall, when so acting, be deemed to be a member of the Council.
 - 8.2.3 A Proprietor or individual may be appointed under by-law 8.2.2 of Schedule 1 whether or not he is a member of the Council.
 - 8.2.4 If a person appointed under by-law 8.2.2 of Schedule 1 is a member of the Council he may, at any meeting of the Council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- 8.3 The Council shall keep minutes of its proceedings.

9 Powers and duties of secretary of Strata Company

- 9.1 The powers and duties of the secretary of a Strata Company include:-
 - 9.1.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting;
 - 9.1.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
 - 9.1.3 the supply of information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) of the Act;
 - 9.1.4 the answering of communications addressed to the Strata Company;

5 Election of Council

5.1 The procedure for nomination and election of members of a Council shall be in accordance with the following rules:

5.1.1 The meeting shall determine, in accordance with the requirements of by-law 4.3 of Schedule 1 the number of persons of whom the Council shall consist.

5.1.2 The chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the Council.

5.1.3 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:-

- (i) in writing, and furnished to the chairman at the meeting;
- (ii) orally by the nominee, or the nominee's proxy, who is present at the meeting.

5.1.4 When no further nominations are forthcoming, the chairman:-

- (i) where the number of candidates equals the number of members of the Council determined in accordance with the requirements of by-law 4.3 of Schedule 1, shall declare those candidates to be elected as members of the Council;
- (ii) where the number of candidates exceeds the number of members of the Council as so determined, shall direct that a ballot be held.

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

- (i) announce the names of the candidates; and
- (ii) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.

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

- (i) writing thereon the names of candidates, equal in number to the number of members of the Council so that no name is repeated;
- (ii) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as Proprietor or first mortgagee of each such lot or as proxy of the Proprietor or first mortgagee;
- (iii) signing the ballot-paper; and
- (iv) returning it to the chairman.

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

5.1.8 Subject to by-law 5.1.9 of Schedule 1, candidates, being equal in number to the number of members of the Council determined in accordance with by-law 4.3 of Schedule 1, who receive the highest numbers of votes shall be declared elected to the Council.

5.1.9 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in by-law 5.1.8 of Schedule 1:-

- (i) that number equals the number of votes recorded in favour of any other candidate; and
- (ii) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

6 Chairman, secretary and treasurer of Council

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

6.2 A person:-

6.2.1 shall not be appointed to an office referred to in by-law 6.1 of Schedule 1 unless he is a member of the Council; and

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

4 Constitution of the Council

- 4.1 The powers and duties of the Strata Company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Company and a meeting of the Council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the Council.
- 4.2 Until the inaugural meeting of the Strata Company, the Original Proprietor of all the lots shall constitute the Council so long as the Original Proprietor is the Proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the Original Proprietor is no longer the Proprietor of a lot its nominee shall resign and this by-law shall no longer apply.
- 4.3 The Council shall consist of not less than 3 nor more than 7 Proprietors as is determined by the Strata Company.
- 4.4 The members of the Council shall be elected at each annual general meeting of the Strata Company.
- 4.5 In determining the number of Proprietors for the purposes of this by-law, co-Proprietors of a lot or more than one lot shall be deemed to be one Proprietor and a person who owns more than one lot shall also be deemed to be one Proprietor.
- 4.6 If there are co-Proprietors of a lot, one only of the co-Proprietors shall be eligible to be, or to be elected, a member of the Council and the co-Proprietor who is so eligible shall be nominated by his co-Proprietors, but, if the co-Proprietors fail to agree on a nominee, the co-Proprietor who owns the largest share of the lot shall be the nominee or if there is no co-Proprietor who owns the largest share of the lot, the co-Proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 4.7 On an election of members of the Council, a Proprietor shall have one vote in respect of each lot owned by him.
- 4.8 The Strata Company may by special resolution remove any member of the Council before the expiration of his term of office.
- 4.9 A member of the Council vacates his office as a member of the Council:-
 - 4.9.1 if he dies or ceases to be a Proprietor or a co-Proprietor of a lot;
 - 4.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
 - 4.9.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the Council takes place and at which he is not elected or re-elected; or
 - 4.9.4 where he is removed from office under by-law 4.8 of Schedule 1.
- 4.10 Any casual vacancy on the Council may be filled by the remaining members of the Council, except that, in a case where a casual vacancy arises because of the removal from office of a member under by-law 4.8 of Schedule 1, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- 4.11 Except where the Original Proprietor constitutes the Council, a quorum of the Council shall be 2 where the Council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 4.12 The continuing members of the Council may continue to act notwithstanding any vacancy in the Council, but if the number of continuing 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 only act for the purpose of increasing the number of members of the Council or convening a general meeting of the Strata Company.
- 4.13 All acts done in good faith by the Council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.



- 2.2.9 "Residential Lot" means those lots on the Strata Plan intended for residential use;
- 2.2.10 "Residential Lot Expenses" means Expenses which relate wholly or predominantly to one or more Residential Lots;
- 2.2.11 "Residential Lot Proprietor" means the registered proprietor of a Residential Lot.
- 2.3 In preparation of levy contributions to recover Expenses, the Strata Company shall classify Expenses into:
 - 2.3.1 Commercial Lot Expenses;
 - 2.3.2 Residential Lot Expenses
 - 2.3.3 Common Expenses.
- 2.4 The Strata Company shall levy contributions for Expenses as follows:
 - 2.4.1 Commercial Lot Expenses shall be paid by Commercial Lot Proprietors;
 - 2.4.2 Residential Lot Expenses shall be paid by Residential Lot Proprietors
 - 2.4.3 Common Expenses shall be paid by Commercial Lot Proprietors and Residential Lot Proprietors.
- 2.5 For the purposes of By-law 2.4.1 above, a Commercial Lot Proprietor shall pay so much of the Commercial Lot Expenses as the unit entitlement of his lot bears to the aggregate of all unit entitlements of Commercial Lots shown on the Strata Plan.
- 2.6 For the purposes of By-law 2.4.2 above, a Residential Lot Proprietor shall pay so much of the Residential Lot Expenses as the unit entitlement of his lot bears to the aggregate of all unit entitlements of Residential Lots shown on the Strata Plan.
- 2.7 For the purposes of By-law 2.4.3 above, both Residential Lot Proprietors and Commercial Lot Proprietors shall pay so much of the Common Lot Expenses as the unit entitlement of their lot bears to the aggregate of all unit entitlements lots shown on the Strata Plan.

3 Insurance

- 3.1 The proprietor of a Commercial Lot shall at his or her expense effect and at all time maintain with a public insurance office insurance policies to cover :
 - 3.1.1 all plate glass in the Commercial Lot against damage or destruction to the full replacement value thereof; and
 - 3.1.2 public liability to a minimum sum of Ten Million Dollars or any increased sum that the Council may specify from time to time in respect of any one occurrence.

Any policy of insurance to be taken out hereunder shall cover all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever in connection with loss of life or personal injury to any person and damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the Commercial Lot or any part thereof, or occasioned wholly or in part by an act, neglect, default or omission by the proprietor of a commercial lot or by his or her employees, agents, invitees and visitors.
- 3.2 All monies recovered in respect of any insurance pursuant to By-law 3.1 above shall be immediately expended by the proprietor of the Commercial Lot to the reinstatement, repair, replacement or satisfaction of those items for which the monies are received and the proprietor of the Commercial Lot shall make up any deficiency in the cost of such reinstatement, repair, replacement or satisfaction from his own funds.
- 3.3 The proprietor of a Commercial Lot shall ensure that any premiums due in respect of any insurance policy required by this By-law shall be paid prior to the due date for payment of the same and upon request shall provide to the Council evidence of the policies and evidence of renewal of the same as the Council may from time to time require.

SCHEDULE 1 BY-LAWS

1 Duties of proprietor, occupiers, etc.

1.1 A Proprietor shall:

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

1.2 A Proprietor shall:

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

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

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

2 Levies

- 2.1** For the purposes of levying contributions for the administrative and operational expenses on proprietors this By-law shall apply in lieu of that method provided in Section 36(1) of the Strata Titles Act 1985:

2.2 In these By-laws:

- 2.2.1** "Commercial Lot" means those lots on the Strata Plan not intended for residential use;
- 2.2.2** "Commercial Lot Expenses" means Expenses which relate wholly or predominantly to one or more Commercial Lots;
- 2.2.3** "Commercial Lot Proprietor" means the registered proprietor of a Commercial Lot;
- 2.2.4** "Common Expenses" means Expenses which are neither Commercial Lot Expenses nor Residential Lot Expenses;
- 2.2.5** "Common Property Photovoltaic System" means the Photovoltaic System used to supply electricity to the Common Property, but excludes an Individual Photovoltaic System;
- 2.2.6** "Expenses" shall mean administrative, operational or other expenses properly incurred by the Strata Company in its operation and in the operation, maintenance and repair of facilities contained within the Common Property;
- 2.2.7** "Individual Photovoltaic System" means a Photovoltaic System within the meaning of by-law 20 of this Schedule 1;
- 2.2.8** "Photovoltaic System" means the arrangement of the components designed to collect solar radiation and convert such radiation to usable electricity;

INSTRUCTIONS

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

NOTES

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

OFFICE USE ONLY

Lodged By

Address

Phone No.

Fax No

E-Mail

Reference No.

Issuing Box No.

Prepared By

Address

Phone No.

Fax No.

E-Mail

Reference No.

Issuing Box No.

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

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

EXAMINED

FORM B2

FORM APPROVED
NO. 84682

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

(Note 1)

FORM 25

STRATA TITLES ACT 1985

SECTION 5C(1)

THE OWNERS OF 89 ABERDEEN STREET, NORTHBRIDGE

STRATA PLAN NO. [TBA]

MANAGEMENT STATEMENT

(Name of Original Proprietors of land the subject of the Plan)

Green Space Living Pty Ltd (ACN 162 130 803) of 2A, 305 William Street, Northbridge

(Description of parcel the subject of the Plan)

Lot 1 on Plan 871 and being the whole of the land in Certificate of Title Volume 1430 Folio 69

This Management Statement Lodged or to be lodged with a strata plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedule 1 and Schedule 2 of the Strata Titles Act 1985 that are to have effect upon registration of the Strata Plan.

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

The By-laws in Schedule 1 to the Act numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the by-laws numbered 1 to 23 inclusive are adopted as the Schedule 1 By-laws of the Strata Company as appears in Schedule 1 hereto.

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

The By-laws in Schedule 2 to the Act numbered 1 to 14 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the by-laws numbered 1 to 34 inclusive are adopted as the Schedule 2 By-laws of the Strata Company as appears in Schedule 2 hereto.

Dated this 19 day of October 2016.

SIGNED by the said Green Space Living
Pty Ltd in accordance with its constitution
and Section 127 of the Corporations Act 2001
in the presence of:

Director

Director / Secretary

Letters of Consent provided by the Mortgagee on Title to be submitted with the Application

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number, to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

N480905 NR

11 Nov 2016 08:00:06 Midland



NOTIFICATION

Lodged By **MGB Legal**
Address **Lvl 3, 68 St Georges Tce
PERTH WA 6000**
Phone No.
Fax No.
E-Mail
Reference No.
Issuing Box No. **999**

Prepared By **MGB Legal**
Level 3
Address **68 St George's Terrace
PERTH WA 6000**
Phone No. **6104 0555**
Fax No. **6104 0599**
E-Mail **reception@mgblegal.com.au**
Reference No. **Gree103435**
Issuing Box No. **999**

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____	Received Items
2. _____	Nos. 2/3
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk [Signature]

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

FORM N1

FORM APPROVED
NO. B4705

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 1 on Plan 871	WHOLE	1430	69

REGISTERED PROPRIETOR (Note 2)

Green Space Living Pty Ltd (ACN 162 130 083) of 2A, 305 William Street, Northbridge

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

City of Perth

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (Land) are notified that the use the Land is located in proximity to several licensed entertainment venues, and is therefore subject to noise and other impacts not normally associated with a typical residential development. These noise impacts may affect the use and enjoyment of the Land by a registered proprietor or prospective purchaser.

Dated this 11th day of November Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

M. N. Milham
M. N. MILHAM
CEO.

CITY OF PERTH
27 ST GEORGES TERRACE
PERTH

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed for and on behalf of
Green Space Living Pty Ltd
A.C.N. 162 130 083 by
authority of its directors and pursuant to
section 127 of the Corporations Law by:

Director *AMP*
Full Name ALFONSAS BARRY BALINAS

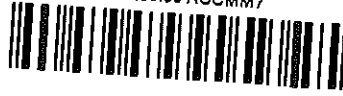
Director / Secretary *AMP*
Full Name ANTANAS JAMES BALINAS



FORM B4

N832648 AE

18 Feb 2018 08:30:00 ACCMM7



(INSERT DOC TYPE HERE)

LODGED BY Logiudice Property Group.

ADDRESS Po Box 8044
South Perth WA 6151

PHONE No. 9368 5888

FAX No. 9368 5800

REFERENCE No. N/A

ISSUING BOX No. N/A

999C

PREPARED BY Logiudice Property Group.

ADDRESS Po Box 8044
South Perth WA 6151

PHONE No. 9368 5888 FAX No. 9368 5800

REFERENCE No. N/A

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

N/A

Y1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Form 21
2. Water
3. Other
4. _____
5. _____
6. _____

Received Items

Nos.

1-3

Receiving
Clerk

Landgate

EXAMINED

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



Form 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles Act 1985

Section 42

The Owners of Velo Apartments, Strata Plan 65326 hereby certifies:

That by resolution without dissent duly passed at a meeting of the Strata Company on 16th January 2018 which became unconditional on 7th February 2018 the By-Laws in Schedule 1 of the Act as they applied to the Strata Company, were added to as follows:-

24. Recovery of Legal Costs

A proprietor of a lot must –

pay on demand to the Strata Company all legal costs on a full indemnity basis which the strata company pays, incurs or expends in consequence of any default by a proprietor, occupier or other resident of that lot in the performance of observance of any by-laws including, but not limited to, recovery of strata contribution fees

The Common Seal of Velo Apartments, Strata Plan 65326

was hereunto affixed on 7th February 2018 in the presence of -



Mehrab
Signature

[Signature]
Signature

MEHTAB KHAN
Printed Full Name

Tram Nguyen
Printed Full Name

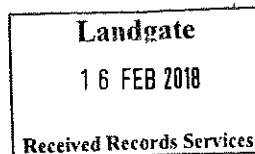
16
Lot Number

49
Lot Number



LOGIUDICE
PROPERTY GROUP
LICENSED REAL ESTATE
AND BUSINESS AGENT

ALL CORRESPONDENCE
PO Box 8044, South Perth WA 6151
Telephone: (08) 9368 5888
Facsimile: (08) 9368 5800
Email: admin@lpg.com.au
ABN 14 167 647 618



Landgate Customer Account
Revenue Officer Accounting Services
PO Box 2222
MIDLAND WA 6936


Dear Sir/ Madam,

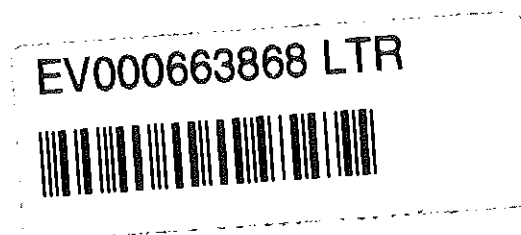
Re: Form 21
Velo Apartments – strata plan 65326

Enclosed please find a form 21 for the above mentioned Strata Company, together with the cheque.

If you have any queries, please do not hesitate to contact me.

Yours Faithfully,


Shan Goodlet
Strata Manager



Logiudice Property Group Pty Ltd t/as Logiudice Property Group TC 68291
37/6 Preston Street, COMO WA 6152
Phone: (08) 9368 5888 Fax: (08) 9368 5800 Email: admin@lpg.com.au



OFFICE USE ONLY

P972921 SB

01 May 2024 12:13:28 Perth



[SB] Scheme By-laws

Lodged by:¹⁷ Lewis Kitson Lawyers
Address: Level 1, 43 Kishorn Road,
Applecross WA 6153
Phone Number: 9364 9555
Email Address: reception@lewiskitson.com.au
Reference Number: 240071
Issuing Box Number: 260V

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

Prepared by: Lewis Kitson Lawyers
Address: Level 1, 43 Kishorn Road,
Applecross WA 6153
Phone Number: 9364 9555
Email Address: reception@lewiskitson.com.au
Reference Number: 240071

Titles, Leases, Evidence, Declarations etc. lodged
herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: cf

¹⁷ Lodging Party Name may differ from Applicant Name.
Version 1

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



11





Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

The Owners of Velo Apartments Strata Scheme 65326

is fixed to this document in accordance with the *Strata Titles Act* 1985 section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: 30/04/2024

Signed for and on behalf of¹⁴ **The Owners of Velo Apartments Strata Scheme 65326** in accordance with the *Strata Titles Act* 1985 section 118(2):

☐ Member of Council / ☒ Strata Manager of strata company¹⁶:

☐ Member of Council / ☐ Strata Manager of strata company¹⁶:



Signature

ELEANOR CLARE LOGIUDICE

Full Name

Signature

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.





Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

:

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Version 1

37

Page 35 of

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





Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

Version 1

Page 34 of

37

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





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Effective for use from: 15/06/2023

SB

Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant 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-laws⁶: :

By-law under planning
(scheme by-laws) condition⁷: :

Exclusive use by-laws⁸: Governance By-Law 12
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: : :

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.





- 29.1 A Proprietor, occupier or tenant shall not conduct repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the part lots comprising the car parking areas of the lots.
- 29.2 A Proprietor, occupier or tenant shall keep their car parking bays clean and tidy and ensure all oil spills are promptly removed from the floor surface of their parking bays and shall use their car parking bay solely for vehicle parking.

30. Maintenance of Common Property Photovoltaic System

- 30.1 The Strata Company shall be obligated to ensure that the Common Property Photovoltaic System to the Scheme be maintained to a satisfactory standard. The costs of maintenance for the Common Property Photovoltaic System will be included in the annual strata company budget.

31. Bicycle Racks

- 31.1 A Proprietor, occupier or tenant shall not conduct repairs or restorations of any bicycle upon any portion of the part lots comprising the bicycle rack areas of the lots.
- 31.2 A Proprietor, occupier or tenant shall keep their bicycle rack area clean and tidy and shall use their bicycle rack solely for bicycle parking.



- 26.3 A Proprietor shall remove any window treatments on their lot within 21 days of receipt of notice in writing from the Council advising the Proprietor that a window treatment has fallen into disrepair or becomes excessively discoloured.

27. Insurance

- 27.1 The proprietor of a Commercial Lot shall at his or her expense effect and at all time maintain with a public insurance office insurance policies to cover:

- 27.1.1 all plate glass in the Commercial Lot against damage or destruction to the full replacement value thereof; and
- 27.1.2 public liability to a minimum sum of Ten Million Dollars or any increased sum that the Council may specify from time to time in respect of any one occurrence.

Any policy of insurance to be taken out hereunder shall cover all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever in connection with loss of life or personal injury to any person and damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the Commercial Lot or any part thereof, or occasioned wholly or in part by an act, neglect, default or omission by the proprietor of a commercial lot or by his or her employees, agents, invitees and visitors.

- 27.2 All monies recovered in respect of any insurance pursuant to By-law 27.1 above shall be immediately expended by the proprietor of the Commercial Lot to the reinstatement, repair, replacement or satisfaction of those items for which the monies are received and the proprietor of the Commercial Lot shall make up any deficiency in the cost of such reinstatement, repair, replacement or satisfaction from his own funds.

- 27.3 The proprietor of a Commercial Lot shall ensure that any premiums due in respect of any insurance policy required by this By-law shall be paid prior to the due date for payment of the same and upon request shall provide to the Council evidence of the policies and evidence of renewal of the same as the Council may from time to time require.

28. Restriction of Vehicle Entry

- 28.1 Vehicle entry onto the strata scheme is restricted to lot Proprietors, occupiers, other residents, and their independent contractors, employees, agents and visitors.

29. Vehicle Parking Bays

- 23.4 A Proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this by-law 30.
- 23.5 No Proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take reasonable steps to prevent their loss or transfer.
- 23.6 A Proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 23.7 A Proprietor or Proprietor's Invitee shall not:-
- 23.7.1 interfere with any safety equipment;
 - 23.7.2 obstruct any fire escape or fire stair well; or
 - 23.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.

24. Smoking

- 24.1 No Proprietor or a Proprietor's Invitee shall smoke in any portion of the Building comprising common property.
- 24.2 Any Proprietor who breaches by-law 24.1 or permits a breach of that by-law will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of by-law 31.1

25. Only Residents to use the Facilities

- 25.1 Only persons residing in a lot may use the Facilities.
- 25.2 A Proprietor who has granted occupancy rights of whatever nature to another person shall be deemed to have assigned their entitlement to use the Facilities to the occupier of the lot and shall be prohibited from using the Facilities for so long as the occupancy rights are granted or until the occupier vacates the lot, whichever is the earlier.

26. Window Treatments

- 26.1 A Proprietor shall ensure that all window treatments on their lot shall have white backing unless otherwise approved in writing by the Council and is in accordance with the requirements of the Local Authority.
- 26.2 A Proprietor shall keep any window treatments on their lot in a clean and well maintained condition at all times.

- 22.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 22.3.10 to provide so far as is reasonable, any assistance to the Strata Company and the members of its Council;
- 22.3.11 to take possession of and care for the records and documents of the Strata Company;
- 22.3.12 to monitor arrears in levies and to suggest options for recovery of those arrears;
- 22.3.13 to hold custody of the common seal;
- 22.3.14 generally implement the decisions of the Strata Company and its Council;
- 22.3.15 to arrange for preparation of applications and submissions to the State Administrative Tribunal and the local authority on behalf of the Strata Company;
- 22.3.16 to attend on behalf of the Strata Company and to the extent permitted by law to represent the Strata Company at any hearing conducted by a tribunal or court;
- 22.3.17 to instruct solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- 22.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company; and
- 22.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land.

23. Security and Fire Safety

- 23.1 A Proprietor must not do or permit anything to be done which may prejudice the security or safety of the Building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 23.2 The Strata Company may restrict access to:-
 - 23.2.1 the car parking areas by means of a proximity card reader system; and
 - 23.2.2 parts of the Building by means of a proximity card reader system or security key for the purposes of securing the Building or the common property from intruders and to preserve the safety of the Building from fire or other hazards.
- 23.3 The Strata Company will provide to each Proprietor proximity cards and security keys as the Strata Company determines appropriate to enable a Proprietor to operate the security devices referred to in by-law 23.2



- 21.1.8 changes relating to the security system and security keys;
- 21.1.9 access to an Individual Photovoltaic System;
- 21.1.10 operating hours for the Facilities; and
- 21.1.11 access to the Facilities.
- 21.2 A Proprietor and a Proprietor's Invitee will comply at all times with the rules.

22. Strata Company Management

- 22.1 The Strata Company may appoint from time to time a Strata Company Manager upon such terms and conditions as are usual for such appointment.
- 22.2 Unless otherwise provided in the by-laws the Strata Company may delegate all of the Strata Company's power, authorities, duties and functions (including those of the secretary and the treasurer of the Strata Company) to the Strata Company Manager (to the extent that the same are capable of being delegated).
- 22.3 The Strata Company Manager shall, subject to the terms of any written agreement between the Strata Company and the Strata Company Manager, have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the Strata Company:
 - 22.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the land and common property for this purpose;
 - 22.3.2 to arrange and attend the annual general meeting and not less than one other meeting (of the Strata Company or Council) during any yearly period;
 - 22.3.3 to act upon request by, or in the absence of, the chairman, as chairman of any meeting of the Strata Company;
 - 22.3.4 to use best endeavours to ensure that insurances are effected and promptly renewed in accordance with Act and make all necessary insurance claims;
 - 22.3.5 upon written instruction by the Strata Company or its Council, to act as agent for the Strata Company to engage or employ and supervise the caretaker and any employees authorised by the Strata Company to be employed, and keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contactors of the Strata Company and complete and submit any returns in respect thereof;
 - 22.3.6 to arrange for the preparation and submission of income tax returns on behalf of the Strata Company;
 - 22.3.7 to disburse monies in accordance with the Act and the terms of the by-laws;
 - 22.3.8 to maintain the records of the Strata Company required by law;



18.2 In the event that the proprietor of a Commercial Lot requires the storage of any inflammable chemical, liquid or gas or other inflammable material as a necessary part of the business conducted upon that Lot, the Strata Company may not unreasonably withhold consent to such storage, but may put conditions or restrictions on such approval as may be necessary to safeguard the interests of the remaining proprietors in the Scheme. For the avoidance of doubt, it shall not be unreasonable for the Strata Company to withhold consent to such storage, if the storage would result in the Strata Company being unable to obtain insurance on reasonable terms for the Building or any part of it.

19. Fire Proofing

19.1 A Proprietor shall ensure that adequate fire protection exists within his lot and the premises and is maintained at his cost so as to prevent the spread of fire into any adjoining lot or the common property.

19.2 For the purpose of this by-law 19 adequate fire protection shall consist of:

19.2.1 carbon dioxide type fire extinguisher;

19.2.2 smoke detector alarms in the kitchen and sleeping areas of the lot.

20. Car Bays

20.1 A Proprietor shall not:

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

20.1.2 grant any lease, licence or other occupancy right to any person who is not a lot Proprietor in respect of any portion of his or her lot used as a car bay or storage area (other than to a tenant or other permitted occupier of the lot).

21. Rules

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

21.1.1 the affixing of external aerials;

21.1.2 visitors' vehicle parking;

21.1.3 security;

21.1.4 use of stairways and passageways;

21.1.5 approval for keeping pets;

21.1.6 rubbish collection;

21.1.7 advertising and signs;

14. Moving Furniture

14.1 Neither a Proprietor nor a Proprietor's Invitee shall move any furniture or large object through or within the Scheme unless he has first given to the Strata Company sufficient notice of his intention to do so in order to enable the caretaker or in his absence the Strata Council or Strata Manager to be present at the time to ensure that no damage is caused to the common property.

15. Floor Coverings

15.1 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 noises likely to disturb the peaceful enjoyment of the Proprietors of other lots.

15.2 In addition to all the approvals required by by-law 4 of this Schedule 2, no Proprietor shall install a wooden floor to any portion of his or her lot without first installing a soundproof membrane between the concrete slab and proposed wood floor.

16. Cleaning Windows

16.1 Without derogating from the generality of by-law 3 a Proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including as much thereof as in common property.

17. Drying

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

18. Storage of inflammable liquids

18.1 Neither a Proprietor nor a Proprietor's Invitee shall, except with the approval in writing of the Strata Company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10.2 The proprietor of a Commercial Lot may display a sign or billboard within or upon their lot provided that such sign or billboard complies with the requirements of, or is approved by, all relevant authorities.

11. Antenna

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

12. Pets

12.1 Subject to Section 42(15) of the Act, neither a Proprietor nor a Proprietor's Invitee may keep any animal within a lot without the prior written consent of the Council.

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

12.3 The Proprietor will:

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

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

12.3.3 not keep any animal on his lot if:

12.3.3.1 the keeping of the animal breaches any regulation or by-law of the local authority;

12.3.3.2 he has failed to comply with a notice given by the Council pursuant to by-law 12.3.2; or

12.3.3.3 he has within a twelve (12) month period received three notices issued under by-law 12.3.2

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

13. Temporary Building

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

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

- 7.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the Strata Company;
- 7.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, motor home, marine craft or commercial vehicle;
- 7.1.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

8. Proprietor to advise of Defects

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

9. Garbage Disposal

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

10. Signs

- 10.1 No sign or billboard of any kind shall be displayed within public view on any portion of a lot without prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this by-law shall prevent the original Proprietor from displaying "For Sale" signs within the Scheme.

- 6.1.1 use his premises or any part of the common property for any purpose which may be a breach of the by-laws, the regulations or by-laws of the local authority or any other governmental regulation or law;
- 6.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the Scheme as a luxury residential complex;
- 6.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;
- 6.1.4 deposit or throw upon his lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 6.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or by-laws of the local authority or any other governmental regulation or law;
- 6.1.6 deleted;
- 6.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using his lot or the common property;
- 6.1.8 be inadequately or inappropriately clothed when upon common property;
- 6.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 6.1.10 without the written consent of the Strata Company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the Scheme as a residential complex;
- 6.1.11 allow the escape of water from the Proprietor's garden or balconies in or on any adjacent lot or any part of the building.

7. Vehicles

- 7.1 Neither a Proprietor nor a Proprietor's invitee shall:
 - 7.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the common property;
 - 7.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
 - 7.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;



indemnity shall be in writing in a form reasonable required by the Strata Company and prepared and stamped at the cost of the Proprietor.

- 4.2 A Proprietor shall not commence cause or allow any structural alterations building or associated works of any kind to his lot before he has taken or arranged to be taken all reasonable steps to ensure that:

- 4.2.1 all tradesman's vehicles are parked, stored or kept within that part of the Proprietor's lot intended for use as a car parking bay,
- 4.2.2 no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 4.2.3 no security door or gate within the Scheme remains open while the works are carried out;
- 4.2.4 any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing, in accordance with a dilapidation report obtained by the Strata Company Manager at the cost of the Proprietor;
- 4.2.5 access to or egress from the Proprietor's lot by all tradesman bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the Strata Company management;
- 4.2.6 no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00p.m. and 8:30a.m. on any day Monday to Saturday or at any hour of the day on Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this by-law 4.2;
- 4.2.7 all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

5. Floor Loading

- 5.1 Neither a Proprietor nor a Proprietor's Invitee shall do any act or thing which may result in:
- 5.1.1 excessive stress or floor loading to any part of a lot or the premises; or
 - 5.1.2 a breach of any restrictive covenant applicable to the Strata Plan.

6. Behaviour

- 6.1 A Proprietor shall not:



- 2.2.2.1 the Proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
- 2.2.2.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
- 2.2.2.3 the conduct of the business does not cause any inconvenience to the Proprietors of other lots;
- 2.2.2.4 the business does not involve the manufacture storage or vending of goods.
- 2.3 Notwithstanding by-law 2.1 above the original Proprietor of the land may use any lot owned by the original Proprietor for the purpose of display to prospective purchasers of that or other lots within the scheme.
- 2.4 If a Proprietor of a lot grants occupancy rights in respect of his lot he shall, if requested to do so:
 - 2.4.1 promptly provide the Strata Company with the full name of each occupier;
 - 2.4.2 give each occupier a copy of the by-laws and the rules (if any) at the commencement of the occupation; and
 - 2.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the by-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement with the occupier.

3. Repair and Maintenance of Premises

- 3.1 A proprietor shall at the Proprietor's cost –
 - 3.1.1 maintain his premises in a good state of repair and condition;
 - 3.1.2 maintain his premises in a clean condition free from vermin and insects;
 - 3.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard or unsightly.

4. Alterations to lot

- 4.1 A Proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
 - 4.1.1 obtained all the necessary approvals and permits of the local authority;
 - 4.1.2 obtained the consent of the Strata Company in accordance with section 7 of the Act;
 - 4.1.3 indemnified the Strata Company in respect of any cost expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations building or associated works which

"Strata Company" means the Strata Company constituted by the registration of the Strata Plan to be known as the Owners of 89 Aberdeen Street, Northbridge followed by the number allocated by Landgate in respect of the Strata Plan;

"Strata Company Manager" means the person who is appointed from time to time as strata company manager pursuant to by-law 28 of Schedule 2 by-laws;

"Strata Plan" means Strata Plan 65326 and any re-subdivision thereof registered from time to time in respect of the Land.

1.2 Interpretation

In the Schedule 2 by-laws:

- 1.2.1 Reference to any statute or statutory provision includes a reference to:-
 - 1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and
 - 1.2.1.2 all statutory instruments or orders made pursuant to it.
- 1.2.2 Words denoting the singular number shall include the plural and vice versa.
- 1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- 1.2.4 Terms defined in Schedule 1 by-laws shall have the same meaning in these Schedule 2 by-laws.
- 1.2.5 Headings are inserted for convenience only shall not affect the construction or interpretation of the Schedule 2 by-laws.

1.3 Severability

If any Schedule 2 by-law is invalid or unenforceable, then the remaining Schedule 2 by-laws should be valid and enforceable.

1.4 Application

The Schedule 2 by-laws:

- 1.4.1 apply in respect of the common property and all lots; and
- 1.4.2 bind a Proprietor's Invitees.

1.5 Inconsistency

To the extent the Schedule 2 by-laws are inconsistent with the by-laws contained in Schedule 1 the Schedule 2 by-laws shall prevail.

2. Use of Premises

- 2.1 Subject to Schedule 2 by-law 2.2 a Proprietor of a lot other than a Commercial Lot may only use his lot as a residence, while the Proprietor of a Commercial Lot may not use his lot as a residence.
- 2.2 Notwithstanding by-law 2.1 a Proprietor of a lot may:
 - 2.2.1 grant occupancy rights in respect of his lot to residential tenants;
 - 2.2.2 conduct business from his lot so long as:-

Conduct by-laws

1. Definitions

1.1 The following words have these meanings in the Schedule 2 by-laws unless the contrary intention appears whether in capitals or not.

"Act" means the *Strata Titles Act 1985 (WA)* as amended from time to time and all subsidiary legislation under the Act.

"Building" means any of the buildings erected on the Land and includes the Facilities;

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

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

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

"Facilities" means the recreational and other facilities in or about the Scheme (if any);

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

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

"Land" means all the land comprised in the Strata Plan;

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

"Lot" or "lot" means a strata lot formed upon registration of the Strata Plan;

"Original Proprietor" means the registered proprietor of the land before the Scheme was constituted by registration of the Strata Plan;

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

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

"Premises" means the Proprietor's lot together with the fixtures and fittings and that portion of the common property, which is subject to a grant of exclusive use in favour of the Proprietor;

"Rules" means the rules adopted by the Strata Company from time to time pursuant to by-law 21 of Schedule 2 by-laws;

"Schedule 2 by-laws" means these Schedule 2 by-laws 1 to 31 inclusive;

"Scheme" means the strata scheme constituted upon registration of the Strata Plan;

- 24.14.2.3 if necessary, to disconnect the proprietor's installation or alter or upgrade the electrical supply system at the proprietor's cost in order that it will suffice for the additional load imposed by the proprietor's installations
- 24.14.3 If any installations by the proprietor result in overloading that equipment.
- 24.15 The proprietor shall at the proprietor's expense:
- 24.15.1 take reasonable action to secure the commercial lot against unauthorised entry whilst the commercial lot is occupied;
- 24.15.2 securely lock and fasten external door and windows in the commercial lot whilst the commercial lots are unoccupied;
- 24.15.3 keep the commercial lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any discarded rubbish papers cartons boxes containers or other waste products and shall leave such rubbish or containers outside the commercial lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the Council.
- 24.15.4 keep the commercial lot free and clear of all rodents vermin insects birds animals termites and other pests and if the proprietor fails to do so the proprietor shall if and so often as necessary employ pest exterminators approved by the Council to carry out the necessary work.
- 24.16 To the extent that the Strata Company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the Council of owners is hereby empowered, when required:
- 24.16.1 to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and
- 24.16.2 to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the Proprietor by service of notice under these by-laws).
- 24.17 A Commercial Lot Proprietor may display signage on the exterior of their Lot, provided that:
- 24.17.1 the Proprietor obtains the approval of any relevant authority for the same; and
- 24.17.2 the Proprietor makes good to the satisfaction of the Council any damage occasioned by removal of the same.

25. The Financial Year of the Strata Company is the period of 12 months ending 30th November.

Version 1

Page 18 of

37

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

- 24.9 The proprietor shall not bring into, store or use in the commercial lot an inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals including the heating or lighting the commercial lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in such compliance with all fire and safety regulation relating to such substances.
- 24.10 The proprietor shall keep a commercial lot clean and;
- 24.10.1 have the floor and the interior of a commercial lot cleaned each business day;
- 24.10.2 have the surfaces of windows maintained in a clean condition;
- 24.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- 24.10.4 not allow the accumulation of useless property or rubbish in a commercial lot;
- 24.10.5 provide a sanitary hygiene service to female toilets;
- 24.11 The proprietor shall cause all rubbish accumulated in the commercial lot to be placed daily in suitable containers provided for the commercial lot and situated in an area in the scheme designated by the Council.
- 24.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.
- 24.13 The proprietor shall:
- 24.13.1 not use the toilets, sinks, drainage and plumbing on the commercial lot for purposes other than those for which they were designed;
- 24.13.2 not place in any of those facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;
- 24.13.3 repair any damage caused to any of those facilities by breach of sub by-law 24.13.1.
- 24.14 The proprietor shall:
- 24.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the scheme or to the commercial lot;
- 24.14.2 be liable:
- 24.14.2.1 for the costs of repairing any damage to the cables, switchboards and other equipment that supplies electricity to the scheme or to the commercial lot;
- 24.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order;

- 24.3 The proprietor shall only conduct business in a commercial lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a commercial lot.
- 24.4 The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the commercial lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.
- 24.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:
- 24.5.1 the use and occupation of a commercial lot for the use intended by the proprietor;
 - 24.5.2 a commercial lot and facilities by reason of the number and the sex of the proprietor's employees and other persons working in or entering the commercial lot;
 - 24.5.3 the fixtures, fittings, machinery, plant and equipment in a commercial lot;
 - 24.5.4 occupational health, safety and environmental matters;
 - 24.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets;
- 24.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in By-law 24.5.
- 24.7 The proprietor shall not:
- 24.7.1 allow a commercial lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - 24.7.2 use or permit any part of a commercial lot to be used as a sleeping quarters or for residence;
 - 24.7.3 keep any animals in a commercial lot;
 - 24.7.4 hold or permit any auction or public meeting in the commercial lot;
 - 24.7.5 use a commercial lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties;
 - 24.7.6 use a commercial lot in an excessively noisy or noxious or offensive manner;
 - 24.7.7 use plant or machinery in the commercial lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise.
- 24.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.

due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor (including proceedings in any court of competent jurisdiction). All costs incurred in taking such action, including, but not limited to:

- 23.1.1 Strata Company Manager's costs, pursuant to their Strata Management Contract or as otherwise determined by the Strata Company;
- 23.1.2 legal costs on a solicitor/owner-client basis; and
- 23.1.3 debt recovery agency's costs;
 - (i) may be included and claimed in such action; and
 - (ii) all such costs shall be payable by the Proprietor;
- 23.1.4 in respect of costs other than legal costs, as liquidated damages; and
- 23.1.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of these proceedings on a solicitor/owner-client basis, provided always that before issuing any proceedings the Strata Company shall issue or cause to be issued to the Proprietor a written notice specifying amounts owing, including interest, to that date in respect of which such proceedings are to be taken.

23.2 To the extent that the Strata Company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the Council of owners is hereby empowered, when required:

- 23.2.1 to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and
- 23.2.2 to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the Proprietor by service of notice under paragraph 33.1 of this by-law).

24. Commercial Lot By-laws

- 24.1 This by-law 24 shall only apply to commercial lots and references to the proprietor shall mean the proprietor of a commercial lot.
- 24.2 If there is any conflict between this by-law 24 and any other Schedule 2 by-law so far as it relates to a commercial lot then this by-law 24 shall prevail.



19. Damage to Common Property

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

20. Instructing Contractors by Proprietors

20.1 Neither a Proprietor nor a Proprietor's Invitee shall instruct any contractor or workmen employed by the Strata Company unless authorised to do so by the Strata Company Manager.

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

21. Insurance Rates

21.1 Nothing shall be done or kept on a lot or within the Scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Council nor shall anything be done or kept on a lot or within the Scheme which would result in the cancellation of the insurance on any property insured by the Strata Company or which would be in violation of any law.

21.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the Scheme by any Proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those Proprietors having possession or control or the use or benefit of any such machines appliances or things.

22. Recovery of Costs by Strata Company

22.1 Where a by-law provides that a Proprietor shall reimburse the costs or expenses of or compensate the Strata Company, the Strata Company may in the event that a Proprietor fails to pay an amount due to the Strata Company 14 days after written demand has been served on the Proprietor recover such costs or expenses or compensation, subject to the Act in a court of competent jurisdiction.

23. Costs of Recovering Unpaid Levies and Other Amounts

23.1 If the Proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount





Proprietor over that portion of the Common Property required for the Individual Photovoltaic System granted pursuant to this by-law 14.

15. Penalty for Breach of by-laws

15.1 Any person who breaches any Schedule 1 or 2 by-law is, subject to section 42A(2) of the Act, liable to pay a penalty of \$500.00 or such other amount as is prescribed by the Act from time to time.

16. Recovery of Legal Costs

A proprietor of a lot must –

pay on demand to the Strata Company all legal costs on a full indemnity basis which the strata company pays, incurs or expends in consequence of any default by a proprietor, occupier or other resident of that lot in the performance of observance of any by-laws including, but not limited to, recovery of strata contribution fees.

17. Responsibility for Proprietor's Invitees

17.1 A Proprietor shall:

17.1.1 take reasonable steps to ensure that the Proprietor's Invitees observe and comply with the by-laws and the rules and if the Proprietor is unable to ensure such compliance then the Proprietor upon written notice from the Strata Company must take reasonable steps to have the Proprietor's Invitees leave the Scheme;

17.1.2 compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the Proprietor's Invitees.

18. Blockage or Drainage Pipes

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

18.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of by-law 10.1 of Schedule 2 shall be borne by the Proprietor whether the same is caused by his own actions or those of the Proprietor's Invitees.



14. Individual Photovoltaic Systems

- 14.1 The original proprietor has allocated a limited area on the roof of the building to enable a proprietor to install an Individual Photovoltaic System.
- 14.2 No Proprietor shall affix any Individual Photovoltaic System without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed Photovoltaic System is or is likely to be either:-
- 14.2.1 unable to be installed in the area set aside for the purpose of housing Individual Photovoltaic System due to a lack of space;
 - 14.2.2 so noisy as to cause a disturbance to adjoining proprietors;
 - 14.2.3 of such a size and colour as not to be in harmony with the external appearance of the Scheme; or
 - 14.2.4 of a make or model that is unsuitable to be installed in the position set aside for such purpose during the construction of the building; or
 - 14.2.5 is not within the area delineated on the plans for the purpose of housing an Individual Photovoltaic System for that lot.
- 14.3 Without prejudice to the generality of by-law 14.2 of Schedule 1 in the event of the Individual Photovoltaic System or any part thereof becoming unsafe or deteriorating, the Proprietor shall within 7 days of service of a written notice from the Council either:-
- 14.3.1 remove the Individual Photovoltaic System and reinstate and restore any Common Property to the same state and condition as existed at the time the Individual Photovoltaic System was installed; or
 - 14.3.2 subject to complying with by-laws 12 & 14 of Schedule 1, replace the Individual Photovoltaic System.
- 14.4 Should a Proprietor fail to:
- 14.4.1 repair and maintain the Individual Photovoltaic system pursuant to by-law 14.3; or
 - 14.4.2 remove the Individual Photovoltaic System and reinstate and restore the Common Property or replace the Individual Photovoltaic System after receiving written notice from the Strata Council pursuant to by-law 14.3 of Schedule 1;
- then the Strata Company may enter the exclusive use property set out for that Proprietor's Individual Photovoltaic System; and:
- 14.4.3 repair and maintain the Individual Photovoltaic System at the cost of the Proprietor; or
 - 14.4.4 remove the Individual Photovoltaic System and reinstate and restore the Common Property or replace the Individual Photovoltaic System at the cost of the Proprietor and withdraw the exclusive use rights granted to the

- 12.4 Should a Proprietor fail to comply within 7 days with a notice served by the Council pursuant to by-law 12.3 of Schedule 1, then the Strata Company may at the Proprietor's cost enter the Proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the Proprietor's exclusive use property.

13. Individual Air Conditioning Systems

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

- 13.1.1 so noisy as to cause a disturbance to adjoining Proprietors;
- 13.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme; or
- 13.1.3 of a make or model that is unsuitable to be installed in the position set aside for such purpose during the construction of the building; or
- 13.1.4 is not within the area delineated on the plans for the purpose of housing an air conditioning system for that lot.

- 13.2 Without prejudice to the generality of by-law 13.1 of Schedule 1 in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the Proprietor shall within 7 days of service of a written notice from the Council either:-

- 13.2.1 remove the air conditioning system and reinstate and restore any Common Property to the same state and condition as existed at the time the air conditioning system was installed; or
- 13.2.2 subject to complying with by-laws 12 & 13 of Schedule 1, replace the air conditioning system.

- 13.3 Should a Proprietor fail to:

- 13.3.1 repair and maintain the air conditioning system pursuant to by-law 13.2; or
- 13.3.2 remove the air conditioning system and reinstate and restore the Common Property or replace the air conditioning system after receiving written notice from the Strata Company pursuant to by-law 13.2 of Schedule 1;

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

- 13.3.3 repair and maintain the air conditioning system at the cost of the Proprietor; or
- 13.3.4 remove the air conditioning system and reinstate and restore the Common Property or replace the air conditioning system at the cost of the Proprietor and withdraw the exclusive use rights granted to the Proprietor over that portion of the Common Property required for the air conditioning system granted pursuant to this by-law 13.



10. Powers and duties of treasurer of Strata Company

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

- 10.1.1 the notifying of Proprietors of any contributions levied pursuant to the Act;
- 10.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company;
- 10.1.3 the preparation of any certificate applied for under section 43(c) and 43(d) of the Act; and
- 10.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

11. Proceedings at general meetings

11.1 All resolutions must be proposed by a Proprietor or his or her duly appointed proxy and seconded by another Proprietor or his or her duly appointed proxy.

12. Exclusive Use

12.1 In these by-laws "exclusive use property" means every portion of Common Property comprising:

- 12.1.1 fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, window and door screens which are appurtenant to a Proprietor's lot, and
- 12.1.2 that portion of the Common Property required for the installation of an air conditioning system approved by the Strata Company in accordance with by-law 13;
- 12.1.3 that portion of the Common Property required for the installation of an Individual Photovoltaic System approved by the Strata Company in accordance with by-law 14.

12.2 The Strata Company, following a written request from the Original Proprietor as owner and on behalf of all the lots within the scheme, grants to the Proprietor the exclusive use of the exclusive use property relevant to every lot within the scheme. On the granting of the exclusive use of the Common Property the Proprietor of the exclusive use property shall maintain and repair or replace the property in accordance with the requirements of Section 42(11)(b) of the Act.

12.3 The Council may serve written notice on a Proprietor that he has failed to maintain and repair or replace the exclusive use property in accordance with by-law 12.2 of Schedule 1 or fails to remove an air conditioning system in accordance with by-law 13.2.1 of Schedule 1, or fails to remove a Photovoltaic System in accordance with by-law 14 of Schedule 1.



- 8.2.1 meet together for the conduct of business and adjourn and otherwise regulate its:-
- (i) meetings as it thinks fit, but the Council shall meet when any member of the Council gives to other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - (ii) subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 8.2.2 A member of a Council may appoint a Proprietor, or an individual authorised under section 45 of the Act by a corporation which is a Proprietor, to act in his place as a member of the Council at any meeting of the Council and any Proprietor or individual so appointed shall, when so acting, be deemed to be a member of the Council.
- 8.2.3 A Proprietor or individual may be appointed under by-law 8.2.2 of Schedule 1 whether or not he is a member of the Council.
- 8.2.4 If a person appointed under by-law 8.2.2 of Schedule 1 is a member of the Council he may, at any meeting of the Council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- 8.3 The Council shall keep minutes of its proceedings.

9. Powers and duties of secretary of Strata Company

- 9.1 The powers and duties of the secretary of a Strata Company include:-
- 9.1.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting;
 - 9.1.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
 - 9.1.3 the supply of information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) of the Act;
 - 9.1.4 the answering of communications addressed to the Strata Company;
 - 9.1.5 the calling of nominations of candidates for election as members of the Council; and
 - 9.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the Strata Company and of the Council.

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

6. Chairman, secretary and treasurer of Council

- 6.1 The members of a Council shall, at the first meeting of the Council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the Council.
- 6.2 A person:-
- 6.2.1 shall not be appointed to an office referred to in by-law 6.1 of Schedule 1 unless he is a member of the Council; and
- 6.2.2 may be appointed to one or more of those offices.
- 6.3 A person appointed to an office referred to in by-law 6.1 of Schedule 1 shall hold office until:-
- 6.3.1 he ceases to be a member of the Council;
- 6.3.2 receipt by the Strata Company of notice in writing of his resignation from that office; or
- 6.3.3 another person is appointed by the Council to hold that office, whichever first happens.
- 6.4 The chairman shall preside at all meetings of the Council at which he is present and, if he is absent from any meeting, the members of the Council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

7. Chairman, secretary and treasurer of Strata Company

- 7.1 Subject to by-law 6.1 of Schedule 1 the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 7.2 A Strata Company may at a general meeting authorise a person who is not a Proprietor to act as the chairman of the Strata Company for the purposes of that meeting.
- 7.3 A person appointed under by-law 7.2 of Schedule 1 may act until the end of the meeting for which he was appointed to act.

8. Meetings of Council

- 8.1 At meetings of the Council, all matters shall be determined by a simple majority vote.
- 8.2 The Council may:-



- 5.1.2 The chairman shall call upon those persons entitled to nominate candidates for election to the council.
- 5.1.3 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:-
- (i) in writing, and furnished to the chairman at the meeting;
 - (ii) orally by the nominee, or the nominee's proxy, who is present at the meeting.
- 5.1.4 When no further nominations are forthcoming, the chairman:-
- (i) where the number of candidates equals the number of members of the Council determined in accordance with the requirements of by-law 4.3 of Schedule 1, shall declare those candidates to be elected as members of the Council;
 - (ii) where the number of candidates exceeds the number of members of the Council as so determined, shall direct that a ballot be held.
- 5.1.5 If a ballot is to be held, the chairman shall :-
- (i) announce the names of the candidates; and
 - (ii) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 5.1.6 A person who is entitled to vote shall complete a valid ballot-paper by:-
- (i) writing thereon the names of candidates, equal in number to the number of members of the Council so that no name is repeated;
 - (ii) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as Proprietor or first mortgagee of each such lot or as proxy of the Proprietor or first mortgagee;
 - (iii) signing the ballot-paper; and
 - (iv) returning it to the chairman.
- 5.1.7 The chairman, or person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 5.1.8 Subject to by-law 5.1.9 of Schedule 1, candidates, being equal in number to the number of members of the Council determined in accordance with by-law 4.3 of Schedule 1, who receive the highest numbers of votes shall be declared elected to the Council.
- 5.1.9 Where the number of votes recorded in favour of any candidate is the lowest of the number of votes referred to in by-law 5.1.8 of Schedule 1 :-
- (i) that number equals the number of votes recorded in favour of any other candidate; and



or if there is no co-Proprietor who owns the largest share of the lot, the co-Proprietor whose name appears first in the certificate of title for the lot shall be the nominee.

- 4.7 On an election of members of the Council, a Proprietor shall have one vote in respect of each lot owned by him.
- 4.8 The Strata Company may by special resolution remove any member of the Council before the expiration of his term of office.
- 4.9 A member of the Council vacates his office as a member of the Council :—
- 4.9.1 if he dies or ceases to be a Proprietor or co-Proprietor of a lot;
 - 4.9.2 upon receipt by the Strata Company of notice in writing of his resignation from the office of member;
 - 4.9.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the Council takes place and at which he is not elected or re-elected; or
 - 4.9.4 where he is removed from office under by-law 4.8 of Schedule 1.
- 4.10 Any casual vacancy on the Council may be filled by the remaining members of the Council, except that, in a case where a casual vacancy arises because of the removal from office of a member under by-law 4.8 of Schedule 1, the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- 4.11 Except where the Original Proprietor constitutes the Council, a quorum of the Council shall be 2 where the Council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 4.12 The continuing members of the Council may continue to act notwithstanding any vacancy in the Council, but if the number of continuing 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 only act for the purpose of increasing the number of members of the Council or convening a general meeting of the Strata Company.
- 4.13 All acts done in good faith by the Council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.

5. Election of Council

- 5.1 The procedure for nomination and election of members of a Council shall be in accordance with the following rules:
- 5.1.1 The meeting shall determine, in accordance with the requirements of by-law 4.3 of Schedule 1 the number of persons of whom the Council shall consist.

2.4.3 Common Expenses shall be paid by Commercial Lot Proprietors and Residential Lot Proprietors.

2.5 For the purposes of By-law 2.4.1 above, a Commercial Lot Proprietor shall pay so much of the Commercial Lot Expenses as the unit entitlement of his lot bears to the aggregate of all unit entitlements of Commercial Lots shown on the Strata Plan.

2.6 For the purposes of By-law 2.4.2 above, a Residential Lot Proprietor shall pay so much of the Residential Lot Expenses as the unit entitlement of his lot bears to the aggregate of all unit entitlements of Residential Lots shown on the Strata Plan.

2.7 For the purposes of By-law 2.4.3 above, both Residential Lot Proprietors and Commercial Lot Proprietors shall pay so much of the Common Lot Expenses as the unit entitlement of their lot bears to the aggregate of all unit entitlements lots shown on the Strata Plan.

3. Moved

4. Constitution of the Council

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

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

4.3 The Council shall consist of not less than 3 nor more than 7 Proprietors as is determined by the Strata Company.

4.4 The members of the Council shall be elected at each annual general meeting of the Strata Company.

4.5 In determining the number of Proprietors for the purposes of this by-law, co-Proprietors of a lot or more than one lot shall be deemed to be one Proprietor and a person who owns more than one lot shall also be deemed to be one Proprietor.

4.6 If there are co-Proprietors of a lot, one only of the co-Proprietors shall be eligible to be, or to be elected, a member of the Council and the co-Proprietor who is so eligible shall be nominated by his co-Proprietors, but, if the co-Proprietors fail to agree on a nominee, the co-Proprietor who owns the largest share of the lot shall be the nominee

2. Levies

- 2.1 For the purposes of levying contributions for the administrative and operational expenses on proprietors this By-law shall apply in lieu of that method provided in Section 36(1) of the Strata Titles Act 1985:
- 2.2 In these By-laws:
- 2.2.1 "Commercial Lot" means those lots on the Strata Plan not intended for residential use;
 - 2.2.2 "Commercial Lot Expenses" means Expenses which relate wholly or predominantly to one or more Commercial Lots;
 - 2.2.3 "Commercial Lot Proprietor" means the registered proprietor of a Commercial Lot;
 - 2.2.4 "Common Expenses" means Expenses which are neither Commercial Lot Expenses nor Residential Lot Expenses;
 - 2.2.5 "Common Property Photovoltaic System" means the Photovoltaic System used to supply electricity to the Common Property, but excludes an Individual Photovoltaic System;
 - 2.2.6 "Expenses" shall mean administrative, operational or other expenses properly incurred by the Strata Company in its operation and in the operation, maintenance and repair of facilities contained within the Common Property;
 - 2.2.7 "Individual Photovoltaic System" means a Photovoltaic System within the meaning of by-law 14 of this Schedule 1;
 - 2.2.8 "Photovoltaic System" means the arrangement of the components designed to collect solar radiation and convert such radiation to usable electricity;
 - 2.2.9 "Residential Lot" means those lots on the Strata Plan intended for residential use;
 - 2.2.10 "Residential Lot Expenses" means Expenses which relate wholly or predominantly to one or more Residential Lots;
 - 2.2.11 "Residential Lot Proprietor" means the registered proprietor of a Residential Lot.
- 2.3 In preparation of levy contributions to recover Expenses, the Strata Company shall classify Expenses into:
- 2.3.1 Commercial Lot Expenses;
 - 2.3.2 Residential Lot Expenses;
 - 2.3.3 Common Expenses.
- 2.4 The Strata Company shall levy contributions for Expenses as follows:
- 2.4.1 Commercial Lot Expenses shall be paid by Commercial Lot Proprietors;
 - 2.4.2 Residential Lot Expenses shall be paid by Residential Lot Proprietors



Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

1. Duties of proprietor, occupiers, etc.

1.1 A Proprietor shall:

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

1.2 A Proprietor shall:

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

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

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





Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on and closed on (and which must be registered within 3 months after the closing date) the ☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

:

☐ and / ☒ or⁵

By special resolution, the voting period for which opened on and closed on (and which must be registered within 3 months after the closing date) the ☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Conduct by-laws were made as detailed here.

:

☐ and / ☒ or⁵

By ordinary resolution passed on 22/01/2024 a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

25. The Financial Year of the Strata Company is the period of 12 months ending 30th November.

⁵ Select one.

Version 1





Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: **65326**

Part 1 – Applicant

(a) For existing schemes:

The Owners of **Velo Apartments Strata Scheme 65326** (strata company); or

(b) For new schemes:

The owner(s)² of land the subject of the plan described as³ :

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

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), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☐ Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☒ Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

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

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

1. ATTENDANCE/APOLOGIES/PROXIES:

Present:

JR Lee	Lot 2
PN Che	Lot 30
TT Nguyen	Lot 49
JM Hidden	Lot 61

Proxies:

J Lee	Lot 2	Nominated JR Lee
LD & SC Hadassin	Lot 11	Nominated Chairperson
MM Khan	Lot 16	Nominated JM Hidden
KY Lau	Lot 20	Nominated Chairperson
KS Lau	Lot 28	Nominated Chairperson
Fastgroup Pty Ltd	Lot 31, 58	Nominated Chairperson
JY Ting	Lot 36	Nominated Chairperson
HW Lau	Lot 38	Nominated Chairperson
YB Hong	Lot 46	Nominated Chairperson
JL Kee & JL Hui	Lot 48	Nominated Chairperson
Y & J Grana	Lot 50	Nominated Chairperson
PBK Kwang & B Teo	Lot 56	Nominated Chairperson

Apologies:

JKS Brady	Lot 35
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Quorum:

The meeting resolved to commence at 6.00pm and the following business was conducted.

2. APPOINTMENT OF CHAIRPERSON

It was **resolved** that E Logiudice be appointed as Chairperson for the duration of the meeting.

3. STRATA MANAGER ANNUAL REPORT

The meeting discussed the Strata Managers annual report and resolved to accept the report as presented.

4. MINUTES

Meeting considered the minutes of the Annual General Meeting held on 22nd January 2024. On a motion **moved** by TT Nguyen and **seconded** by JM Hidden the meeting **resolved** to accept the minutes as a true and correct record.

Motion Carried

5. FINANCE

5.1 Financial Statements

After due consideration of the Statement of Accounts for 1st December 2023 to 30th November 2024 and on motion **moved** by JM Hidden and **seconded** by TT Nguyen, it was **resolved** that the Statement of Accounts be adopted as presented.

Motion Carried

5.2 Administrative Fund Budget

The meeting considered the proposed Administrative Fund Budget and on motion **moved** by JR Lee and **seconded** by JM Hidden the meeting resolved the proposed expenditure estimates and provisions for the period 1st December 2024 to 30th November 2025 be adopted as the Administrative Fund Budget for that period due and payable 1st March 2025, 1st June 2025, 1st September 2025 and 1st December 2025 to raise a total of \$226,434.16 including GST.

Motion Carried

5.3 Reserve Fund Budget

The meeting considered the proposed Reserve Fund Budget and resolved on motion **moved** JM Hidden and **seconded** by PN Che, it was **resolved** the expenditure estimates and provisions for the period 1st December 2024 to 30th November 2025 be adopted as the Reserve Fund Budget for that period due and payable on 1st March 2025, 1st June 2025, 1st September 2025 & 1st December 2025 to raise a total of \$88,000.00 including GST.

Motion Carried

6. SPECIAL BUSINESS

6.1 Election of Council of Owners

The meeting considered the election of Council members, and it was **resolved** that the number for the Council would be four (4). Nominations for the Council of Owners were received from the following:

- MM Khan Lot 16
- PN Che Lot 30
- TT Nguyen Lot 49
- JM Hidden Lot 61

There being no further nominations, the foregoing were duly elected.

6.2 Insurance

Motion on Notice

The strata manager is directed to renew the policy when it falls due –

(a) At the current level of building sum insured;

(b) At the level of building sum insured to a figure as determined at this meeting,

or

(c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation

With those present in favour, the meeting **resolved** to proceed with option (c) - The strata manager is directed to renew the strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation.

Motion Carried

7. GENERAL BUSINESS

7.1 Balcony Water Ingress – Remediation Required – Unit 2

The meeting discussed the ongoing balcony water ingress issues being experienced by Unit 2. It was advised that Unit 2 is still experiencing water ingress from Unit 5, even though the owner of Unit 5 has been contacted multiple times by the Strata Manager to have this matter investigated and rectified. A Strata plumber advised that there are issues with the balcony and grout deterioration, likely causing the water ingress to the balcony below. After further discussion, it was resolved the Strata Manager will engage a builder to attend, complete a report on Unit 2 & 5's balconies and provide a quote to rectify the issues.

Action – Strata Manager

7.2 Letterbox – Replacement of Broken Locks

The meeting discussed the replacement of the locks on the letterboxes. PN Che advised that the lock on his letterbox is broken and requires replacement. The Strata Manager advised that the locks on the letterboxes are the responsibility of the owner so they will need to arrange the lock replacement at their cost.

7.3 Intercom – Technical Issues

The meeting discussed the issue with the intercom and calling the lift up to the individual floors. It was advised that the intercom was not working correctly, only allowing access for guests to enter the building via the pedestrian gate and foyer door however not allowing access for the lift to take them to the individual floors. After further discussion, it was resolved the Strata Manager is to converse with North Star about this issue and discuss rectification with the Council of Owners.

Action – Strata Manager

7.4 Noticeboard or Digital Screen in Foyer – Display of Important Information

The meeting discussed installing visual aids in the foyer area. It was advised that it may be beneficial to place a lockable noticeboard or digital screen in the foyer area to inform residents of any notices to do with reminders, upcoming scheduled works, issues within the building etc. After further discussion, it was resolved that the Strata

Manager would obtain quotes to install a lockable noticeboard or digital screen in the foyer and submit to the Council of Owners for consideration.

Action – Strata Manager

7.5 Foyer Door – Continuously Being Left Open

The meeting discussed the foyer door being continuously left open by residents. It was advised that when residents are leaving the building, they are not checking to confirm whether the glass foyer door has closed behind them. This often leads to the door being left open and compromising the security of the building. It was further advised that residents chock open the door, allowing guests to enter and exit freely through the building, which is not permitted as the door must remain closed at all times. After further discussion, it was resolved the Strata Manager would obtain a quote to install an alarm on the foyer door to alert residents that it is still open, prompting them to ensure it is closed securely behind them when they leave.

Action – Strata Manager

7.6 Common Planter Boxes – Removal of Plants

The meeting discussed the issue of dead plants in the planter boxes. It was advised that there are a number of dead plants in the planter boxes on each level and suggested they be removed. After further discussion, it was resolved the Strata Manager would arrange for the removal of the dead plants on all levels.

Action – Strata Manager

8. CLOSE

There being no further business to discuss, the meeting closed at 6.32pm.

Approved Budget to apply from 01/12/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund			
	Approved budget	Actual 01/12/2023-30/11/2024	Previous budget
Revenue			
Insurance Claims	0.00	7,426.72	0.00
Interest on Arrears--Admin	0.00	9,532.51	0.00
Levies Due--Admin	205,849.24	201,275.48	205,849.24
Recovery--Debt Recovery Charges	0.00	597.77	0.00
Recovery--Owner	0.00	150.00	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	2,199.09	0.00
Section 110 Certificates--EFT	0.00	1,960.00	0.00
Total revenue	205,849.24	223,141.57	205,849.24
Less expenses			
Admin--Accounting	1,000.00	740.00	1,000.00
Admin--Bank Charges	180.00	172.35	180.00
Admin--Debt Recovery Charges	0.00	(40.00)	0.00
Admin--Information/Inspection Fees-Paid	0.00	100.00	0.00
Admin--Legal Fees	1,000.00	4,080.04	1,000.00
Admin--Management Fees--Standard	23,800.00	22,999.93	23,000.00
Admin--Section 110 Certificates	0.00	1,960.00	0.00
Admin--Storage & Archive Fees	120.00	120.00	100.00
Admin--Telephone Charges--Lift	1,300.00	1,222.15	1,000.00
Insurance--Premiums	36,000.00	34,048.99	32,000.00
Maint Bldg--Cleaning	36,000.00	35,734.40	36,000.00
Maint Bldg--Cleaning--Windows/Glass	3,200.00	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	10,000.00	13,420.66	5,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	1,800.00
Maint Bldg--Fire Equipment Service & Repairs	15,000.00	10,866.00	15,000.00
Maint Bldg--General Repairs	20,000.00	8,141.21	20,000.00
Maint Bldg--Lift	14,000.00	17,696.08	14,000.00
Maint Bldg--Miscellaneous Expenses	0.00	49.00	0.00
Maint Bldg--Plumbing Repairs	10,000.00	12,751.49	7,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	2,000.00	3,761.52	2,000.00
Maint Bldg--Security Doors, Gates & Fences	2,500.00	2,040.00	4,000.00
Utility--Electricity	20,000.00	19,417.89	21,000.00
Utility--Water Consumption	12,000.00	11,408.71	12,000.00
Utility--Water Corp Annual Service Charge	300.00	254.44	350.00
Total expenses	210,200.00	205,804.86	199,580.00
Surplus/Deficit	(4,350.76)	17,336.71	6,269.24
Opening balance	11,067.47	(6,269.24)	(6,269.24)

Closing balance	\$6,716.71	\$11,067.47	\$0.00
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$226.43		\$226.43
Budgeted standard levy revenue	205,849.24		205,849.24
Add GST	20,584.92		20,584.92
Amount to raise in levies including GST	\$226,434.16		\$226,434.16

	Reserve Fund		
	Approved budget	Actual 01/12/2023-30/11/2024	Previous budget
Revenue			
Interest on Arrears--Reserve	0.00	1,221.17	0.00
Levies Due--Reserve	80,000.00	80,000.00	80,000.00
<i>Total revenue</i>	80,000.00	81,221.17	80,000.00
Less expenses			
Maint Bldg--General Repairs	40,000.00	18,094.90	20,000.00
Maint Bldg--Waterproofing Repairs	0.00	0.00	10,000.00
<i>Total expenses</i>	40,000.00	18,094.90	30,000.00
Surplus/Deficit	40,000.00	63,126.27	50,000.00
Opening balance	108,555.94	45,429.67	45,429.67
Closing balance	\$148,555.94	\$108,555.94	\$95,429.67
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$88.00		\$88.00
Budgeted standard levy revenue	80,000.00		80,000.00
Add GST	8,000.00		8,000.00
Amount to raise in levies including GST	\$88,000.00		\$88,000.00

Approved Levy Schedule to apply from 01/12/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	18.00	1,018.95	396.00	1,414.95	5,659.80
2	2	17.00	962.35	374.00	1,336.35	5,345.40
3	3	22.00	1,245.40	484.00	1,729.40	6,917.60
4	4	17.00	962.35	374.00	1,336.35	5,345.40
5	5	16.00	905.75	352.00	1,257.75	5,031.00
6	6	21.00	1,188.80	462.00	1,650.80	6,603.20
7	7	11.00	622.70	242.00	864.70	3,458.80
8	8	11.00	622.70	242.00	864.70	3,458.80
9	9	20.00	1,132.20	440.00	1,572.20	6,288.80
10	10	16.00	905.75	352.00	1,257.75	5,031.00
11	11	11.00	622.70	242.00	864.70	3,458.80
12	12	11.00	622.70	242.00	864.70	3,458.80
13	13	15.00	849.15	330.00	1,179.15	4,716.60
14	14	14.00	792.55	308.00	1,100.55	4,402.20
15	15	19.00	1,075.60	418.00	1,493.60	5,974.40
16	16	12.00	679.30	264.00	943.30	3,773.20
17	17	12.00	679.30	264.00	943.30	3,773.20
18	18	20.00	1,132.20	440.00	1,572.20	6,288.80
19	19	16.00	905.75	352.00	1,257.75	5,031.00
20	20	11.00	622.70	242.00	864.70	3,458.80
21	21	11.00	622.70	242.00	864.70	3,458.80
22	22	15.00	849.15	330.00	1,179.15	4,716.60
23	23	19.00	1,075.60	418.00	1,493.60	5,974.40
24	24	12.00	679.30	264.00	943.30	3,773.20
25	25	12.00	679.30	264.00	943.30	3,773.20
26	26	20.00	1,132.20	440.00	1,572.20	6,288.80
27	27	16.00	905.75	352.00	1,257.75	5,031.00
28	28	11.00	622.70	242.00	864.70	3,458.80
29	29	11.00	622.70	242.00	864.70	3,458.80
30	30	16.00	905.75	352.00	1,257.75	5,031.00
31	31	20.00	1,132.20	440.00	1,572.20	6,288.80
32	32	12.00	679.30	264.00	943.30	3,773.20
33	33	12.00	679.30	264.00	943.30	3,773.20
34	34	21.00	1,188.80	462.00	1,650.80	6,603.20
35	35	17.00	962.35	374.00	1,336.35	5,345.40
36	36	11.00	622.70	242.00	864.70	3,458.80

37	37	11.00	622.70	242.00	864.70	3,458.80
38	38	16.00	905.75	352.00	1,257.75	5,031.00
39	39	20.00	1,132.20	440.00	1,572.20	6,288.80
40	40	12.00	679.30	264.00	943.30	3,773.20
41	41	12.00	679.30	264.00	943.30	3,773.20
42	42	21.00	1,188.80	462.00	1,650.80	6,603.20
43	43	17.00	962.35	374.00	1,336.35	5,345.40
44	44	11.00	622.70	242.00	864.70	3,458.80
45	45	11.00	622.70	242.00	864.70	3,458.80
46	46	16.00	905.75	352.00	1,257.75	5,031.00
47	47	20.00	1,132.20	440.00	1,572.20	6,288.80
48	48	12.00	679.30	264.00	943.30	3,773.20
49	49	12.00	679.30	264.00	943.30	3,773.20
50	50	21.00	1,188.80	462.00	1,650.80	6,603.20
51	51	17.00	962.35	374.00	1,336.35	5,345.40
52	52	11.00	622.70	242.00	864.70	3,458.80
53	53	11.00	622.70	242.00	864.70	3,458.80
54	54	16.00	905.75	352.00	1,257.75	5,031.00
55	55	20.00	1,132.20	440.00	1,572.20	6,288.80
56	56	13.00	735.95	286.00	1,021.95	4,087.80
57	57	13.00	735.95	286.00	1,021.95	4,087.80
58	58	21.00	1,188.80	462.00	1,650.80	6,603.20
59	59	18.00	1,018.95	396.00	1,414.95	5,659.80
60	60	12.00	679.30	264.00	943.30	3,773.20
61	61	12.00	679.30	264.00	943.30	3,773.20
62	62	27.00	1,528.45	594.00	2,122.45	8,489.80
63	63	23.00	1,302.00	506.00	1,808.00	7,232.00
64	64	28.00	1,585.05	616.00	2,201.05	8,804.20
		1,000.00	\$56,609.30	\$22,000.00	\$78,609.30	\$314,437.20



ALL CORRESPONDENCE
PO Box 8044, South Perth WA 6151
Telephone: (08) 9368 5888
Facsimile: (08) 9368 5800
Email: admin@lpg.com.au
ABN 14 167 647 618

THE OWNERS OF
VELO APARTMENTS
89 ABERDEEN STREET
NORTHBIDGE WA 6003

STRATA PLAN 65326

Dear Owner

RE: ANNUAL GENERAL MEETING

In accordance with the Strata Titles Act 1985 as amended, notice is hereby given that the Annual General Meeting will be held:

Date: 20th January 2025

Time: 5.30pm

Venue: Logiudice Property Group Boardroom at 8 Preston Street, Como 6152 (entrance off Mary St).

Attendance: You may either attend in person or via Teleconference (Microsoft Teams), in accordance to Section 131 (1) & (2) of the Strata Titles Act 1985.

Please notify our office via email to: taryn.wolf@lpg.com.au at least 48 hours prior, and an invitation will be sent to you.

Agenda: Please refer attached.

It is imperative that all Registered Owners who are joint owners or a Company complete a form of proxy nominating a person to act and vote on their behalf at the meeting. Completed forms of proxy may be forwarded to us by fax, email or be handed in before the commencement of the meeting.

To be entitled to vote, you must be financial and all outstanding levies, including those for the current quarter, must be paid prior to the meeting.

If there are any items that you wish to have clarified or require further information about, particularly in respect to the financial statements, please contact our office in writing at least 72 hours prior to the meeting.

Yours faithfully,

Eleanor Logiudice

Eleanor Logiudice
Director / Licensee
Logiudice Property Group
Strata Company Managers

Encls

Logiudice Property Group t/as Logiudice Property Group TC 68291
2/8 Preston Street, COMO WA 6152
Phone: (08) 9368 5888 Fax: (08) 9368 5800 Email: admin@lpg.com.au

IMPORTANT INFORMATION FOR GENERAL MEETINGS

Pursuant to the Strata Titles Act 1985 as amended in 2018

(1) FINANCIAL STATEMENT

Any queries regarding the annual accounts should be directed to this office in writing at least 72 hours prior to the meeting to enable the necessary information to be ascertained.

(2) ATTENDANCE

An owner or appointed proxy may in accordance with any requirements of the scheme by-laws, attend and vote at a meeting of a strata company by telephone, video link or any internet connection.

(3) QUORUM

A quorum is constituted if 50% of the lots eligible to vote are present. If a quorum is not present after 30 minutes has elapsed, the persons entitled to vote who are present at the meeting are taken to constitute a quorum of the meeting.

(4) PROXY

- An owner who is unable to attend the meeting may appoint a proxy by completing the proxy form attached. A proxy need not be an owner of the strata scheme. The proxy form must be handed in prior to the meeting.
- If the property is jointly owned then a proxy form will need to be completed giving one of the co-owners the right to vote. Example: a husband and wife will need to complete a proxy form. Both will need to sign the proxy giving the vote to either the husband or wife. A proxy form will need to be completed even if both are present at the meeting.
- If the lot/unit is held in the name of a company then the company must fill in the proxy form nominating a natural person to vote on its behalf.

(5) ENTITLEMENT TO VOTE AT THE MEETING

- To be eligible to vote and move motions on Ordinary and Special Resolutions, all monies owing by owners in respect to their lot must be paid prior to the commencement of the meeting.

(6) VOTING

- The Strata Titles Act requires some resolutions to be passed either by a Unanimous or Special Resolution or by a Resolution without Dissent. The notice of meeting will state if either of these types of resolution are required. In the case of a Unanimous or Resolution without Dissent an owner does not have to be financial to vote but co-owners must have filled in a proxy form.
- The voting period allowed for Unanimous Resolution, Special Resolution and Resolution without Dissent is 28 days.
- SHOW OF HANDS – On a show of hands each owner has one vote for each lot (unit) that they own.
- POLL VOTE – An owner may demand that an Ordinary Resolution shall be decided on a poll vote. If a poll vote is demanded then the unit entitlement of each owner voting for or against the resolution has to be counted.
- AN ORDINARY RESOLUTION is passed where more than 50% of the valid votes cast are in favour of the resolution pursuant to Section 122 (1) (c) of the Act (either by number of Unit Entitlement or number of votes cast).

(7) ELECTION OF COUNCIL OF OWNERS

Only owners or co-owners in the strata scheme are eligible for election to the Council of Owners. A nomination can be made in writing or orally by a nominee who is present at the meeting. If the property is co-owned then both of the owners must nominate the person who would like to be on the Council of Owners in writing. A Corporation is also eligible to be a COO member and it may authorise an individual to perform its function.

(8) AGENDA ITEMS - Only items on the agenda may be resolved at the meeting. General Business issues can be discussed and/or referred to the Council of Owners for consideration.

(9) DISQUALIFICATION FROM VOTING AS PROXY

- If both the owner and proxy are present at the meeting, only the owner can cast the vote associated with the lot.
- On resolutions relating to provision of goods and services to the strata company, an appointed proxy must not cast any vote if they have a direct or indirect monetary interest in the matter. The above restriction does not apply on resolution relates to the appointment of strata managers if the term and rewards are disclosed in the notice of meeting, and the proxy expressly authorises the proxy holder to vote on the resolution.

REVISED 9/2020

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

AGENDA

1. ATTENDANCE/APOLOGIES/PROXIES

2. APPOINTMENT OF MEETING CHAIRPERSON

3. STRATA MANAGER ANNUAL REPORT

4. MINUTES

Confirmation of minutes of the Annual General Meeting held on Monday 22nd January 2024.

5. FINANCIALS

5.1 Consider/Adopt the Financial Statement for the period 1st December 2023 to 30th November 2024.

5.2 Consider/Adopt an Administrative Fund Budget/levy for the period 1st December 2024 to 30th November 2025.

5.3 Consider/Adopt a Reserve/Sinking Fund Budget/levy for the period 1st December 2024 to 30th November 2025.

6. SPECIAL BUSINESS

6.1 Election of Council of Owners

a) Determine the number of persons of whom the council is to consist.

b) Chairperson to call for nomination for election to the Council.

c) Chairperson to conduct a ballot of owners if the number of nominations exceeds the number on council.

6.2 Insurance - Refer certificate and schedule attached for details of insurance.

Motion on Notice

The strata manager is directed to renew the policy when it falls due –

(a) At the current level of building sum insured,

(b) At the level of building sum insured to a figure as determined at this meeting,

or

(c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation (*Last valuation completed February 2021*).

7. GENERAL BUSINESS

8. CLOSURE

**THE OWNERS OF
VELO APARTMENTS
STRATA PLAN 65326**

STRATA MANAGEMENT REPORT

ANNUAL GENERAL MEETING: In accordance with the schedule 1 Bylaw 11 of the Strata Titles Act 1985 – A notice has been issued to all owners to attend the Annual General Meeting.

During the past 12 months the Council of Owners has held numerous council meetings with the Strata Manager in relation to the management of the complex. A special thank you to the strong team of dedicated committee members who have given up their time and support in the ongoing decisions of Velo Apartments. The committee has strived to achieve a complex that is well serviced and secure for all owners and residents.

Several issues have been attended to during the financial period, including supplier contracts, maintenance and expense reviews, and preparation and planning for the coming period. Below is a summary of some issues and outcomes achieved to date.

GENERAL MAINTENANCE/WORKS COMPLETED:

- Installation of Additional CCTV in Required Bin and Carpark Areas
- Ongoing Cleaning of the Common Areas
- Ongoing Fire Systems Maintenance Completed by Fire Shield
- Renewal of Strata Building Insurance with CHU Underwriting Agencies
- Annual Window Cleaning of Inaccessible Windows
- Annual RCD Testing of Common Areas
- Intercom Fault Repairs & Replacement by North Star Security
- Numerous Lighting Repairs & Replacement Throughout the Building
- Bi-Annual Carpark Exhaust System Inspection & Servicing by Ballantynes Plumbing
- Fire Equipment Battery Back Up Replacement on the Fire Pumps
- Fire Systems Defect Repairs
- Ongoing Lift Maintenance Completed by Schindler Lifts
- Water Ingress Repairs – Windows/Sliding Doors
- Water Leak Inspection & Repairs
- Broken Window Replacements
- Bi-Annual Pump & Valve Servicing & Repairs by Ballantynes
- Annual Backflow Device Testing & Inspection
- Stormwater & Sewer Pump Servicing & Repairs
- Vehicle Gate Inspection & Repairs Completed by AGM Automation
- COP Lift Panel Replacement – Lift 1
- Sewerage Cleanup from Overflow into High Voltage Area by Western Power

INSURANCE:

-Strata Building Insurance

The Strata Company is covered by a Strata Building Insurance policy. At the AGM each year, the insurance is discussed and recommendations are presented and agreed to by owners. When the insurance is due, the CoO receives a copy of the insurance quotes from the broker and chooses the best policy for the complex. All owners must note that the current policy excess is \$10,000 for water damage and \$2,000 for standard claims.

-Owner/Resident Contents Insurance

The Strata Building Insurance Policy does not cover any of your personal items within your lot, car bay or storeroom. You must ensure that you take out the correct contents insurance coverage for your personal items/ furniture which would also need to include items like carpets / vinyl flooring / floating floors etc as these are not

covered under the Strata Building Insurance. The Strata Building Insurance policy only covers items permanently fixed to the building.

-Commercial Lots

Relating to the Strata Building Insurance, the Strata Company must declare what commercial businesses are located within the complex. Different types of businesses affect the insurance policy due to risk matters. Therefore, if you change your business operations or if you rent out your unit to a new tenant you must provide the business information to the Strata Manager so they can pass it onto the insurance company. If the Strata Company does not disclose the correct information to the insurance company this puts the Strata Company at risk for claims to be denied.

-Insurance Valuation

The last insurance valuation was completed in February 2021.

MAINTENANCE OF INDIVIDUAL LOTS:

- Flexi Hoses

If correctly installed and properly maintained, flexi hoses have a limited lifespan and should be replaced every five years. Burst flexi hose can cause significant damage to your unit and the common property. Lot proprietors are reminded of their obligation to the strata company to repair and maintain within each individual unit and to arrange licensed plumber to undertake regular checks and replacement of plumbing infrastructure associated with your lot.

-Smoke Alarms & Fire Equipment

Lot proprietors are reminded that the strata company fire services maintenance does not include smoke alarms or any fire equipment located with the lot and that these devices require regular checks and maintenance in accordance with current Fire Regulations and Standards. Lot proprietors are reminded that they must maintain the smoke alarms/ detectors or any fire equipment located with the lot and that these devices require regular checks and maintenance in accordance with current Fire Regulations and Standards. The batteries to the smoke detectors should be replaced once a year and the detectors themselves need to be replaced every ten years.

-Hot Water Units/Systems

Lot owners are reminded of the importance of maintaining their individual Hot Water Systems (HWS). Regular maintenance can help prevent unexpected issues and ensure your system runs efficiently. Below are some tips to keep in mind regarding the maintenance of your HWS:

1. Flush the Tank - Sediment buildup can affect performance. Flushing your tank annually can help prolong its lifespan.
2. Check the Anode Rod - This component helps prevent corrosion. Inspecting it every couple of years can save you from costly repairs.
3. Inspect for Leaks - Regularly check for any leaks around the tank and connections. Early detection can prevent bigger problems later.
4. Temperature Setting - Ensure your thermostat is set to a safe temperature (typically around 120°F) to save energy and prevent scalding.
5. Professional Check-Up - Consider scheduling a professional inspection every few years for a thorough assessment.

SMATA CONNECT PORTAL:

We would like to remind Owners that the new SMATA Connect portal for which invitations have now been emailed. Please ensure your details, especially your email address is up to date to ensure you receive your invitation. Documents available in the portal include your levies, Strata Plan information, Property By-laws, the latest AGM Agenda and Minutes, 10 Year Maintenance Plan and more.

If you change any of your personal details e.g. postal address, email address, contact phone number or the property management company looking after your lot, please ensure that you provide our company the updated details.

We look forward to seeing you at the AGM.

ANNUAL REPORTS

for the financial year to 30/11/2024

Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Manager: Eleanor Logiudice

	Page
Balance Sheet	1
Income & Expenditure Statement	2
Outstanding Creditors	5
Budget commencing 01/12/2024	6
Levy Schedule commencing 01/12/2024 General	9

Balance Sheet

As at 30/11/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

	Current period	Previous year
Owners' funds		
Operating Surplus/Deficit--Admin	17,336.71	(13,058.11)
Owners Equity--Admin	(6,269.24)	6,788.87
	<u>11,067.47</u>	<u>(6,269.24)</u>
Operating Surplus/Deficit--Reserve	63,126.27	27,470.88
Owners Equity--Reserve	45,429.67	17,958.79
	<u>108,555.94</u>	<u>45,429.67</u>
Net owners' funds	<u>\$119,623.41</u>	<u>\$39,160.43</u>
Represented by:		
Assets		
Cash at Bank	168,895.69	47,000.13
Receivable--Levies	2,043.90	32,138.52
Receivable--Levies (Special)	0.00	576.15
Receivable--Owners	52.86	412.79
Total assets	<u>170,992.45</u>	<u>80,127.59</u>
Less liabilities		
Creditor--GST	(5,280.81)	(2,866.41)
Creditors--Other	2,223.61	2,710.09
Prepaid Levies	54,425.65	41,123.48
Prepaid Levies--Unallocated	0.59	0.00
Total liabilities	<u>51,369.04</u>	<u>40,967.16</u>
Net assets	<u>\$119,623.41</u>	<u>\$39,160.43</u>

Income & Expenditure Statement for the financial year to 30/11/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund

Current period Annual budget

01/12/2023-30/11/2024 01/12/2023-30/11/2024

Revenue

Insurance Claims	7,426.72	0.00
Interest on Arrears--Admin	9,532.51	0.00
Levies Due--Admin	201,275.48	205,849.24
Recovery--Debt Recovery Charges	597.77	0.00
Recovery--Owner	150.00	0.00
Recovery--Remotes,Keys, Postage & Handling	2,199.09	0.00
Section 110 Certificates--EFT	1,960.00	0.00
Total revenue	223,141.57	205,849.24

Less expenses

Admin--Accounting	740.00	1,000.00
Admin--Bank Charges	172.35	180.00
Admin--Debt Recovery Charges	(40.00)	0.00
Admin--Information/Inspection Fees-Paid	100.00	0.00
Admin--Legal Fees	4,080.04	1,000.00
Admin--Management Fees--Standard	22,999.93	23,000.00
Admin--Section 110 Certificates	1,960.00	0.00
Admin--Storage & Archive Fees	120.00	100.00
Admin--Telephone Charges--Lift	1,222.15	1,000.00
Insurance--Premiums	34,048.99	32,000.00
Maint Bldg--Cleaning	35,734.40	36,000.00
Maint Bldg--Cleaning--Windows/Glass	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	13,420.66	5,000.00
Maint Bldg--Fire Alarm Monitoring	1,710.00	1,800.00
Maint Bldg--Fire Equipment Service & Repairs	10,866.00	15,000.00
Maint Bldg--General Repairs	8,141.21	20,000.00
Maint Bldg--Lift	17,696.08	14,000.00
Maint Bldg--Miscellaneous Expenses	49.00	0.00
Maint Bldg--Plumbing Repairs	12,751.49	7,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	3,761.52	2,000.00
Maint Bldg--Security Doors, Gates & Fences	2,040.00	4,000.00
Utility--Electricity	19,417.89	21,000.00
Utility--Water Consumption	11,408.71	12,000.00
Utility--Water Corp Annual Service Charge	254.44	350.00
Total expenses	205,804.86	199,580.00

Surplus/Deficit

	17,336.71	6,269.24
--	-----------	----------

Administrative Fund

	Current period	Annual budget
	01/12/2023-30/11/2024	01/12/2023-30/11/2024
Opening balance	(6,269.24)	(6,269.24)
Closing balance	\$11,067.47	\$0.00

Reserve Fund**Current period Annual budget**

01/12/2023-30/11/2024 01/12/2023-30/11/2024

Revenue

Interest on Arrears--Reserve	1,221.17	0.00
Levies Due--Reserve	80,000.00	80,000.00
<i>Total revenue</i>	<u>81,221.17</u>	<u>80,000.00</u>

Less expenses

Maint Bldg--General Repairs	18,094.90	20,000.00
Maint Bldg--Waterproofing Repairs	0.00	10,000.00
<i>Total expenses</i>	<u>18,094.90</u>	<u>30,000.00</u>

Surplus/Deficit63,126.27 50,000.00

Opening balance 45,429.67 45,429.67

Closing balance**\$108,555.94 \$95,429.67**

Outstanding Creditors

As at 30/11/2024

Logiudice Property Group TC68291
2/8 Preston Street, COMO WA 6152
Phone: (08) 9368 5888
Fax: (08) 9368 5800
ABN 14 167 647 618
accounts@lpg.com.au

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Due date	Invoice	Description	Amount	GST
Water Corporation				
01/12/2024	0054	Water Usage 26/09/24 - 22/11/24	2,172.17	0.00
01/12/2024	0054	Water Service Chage 01/11/24 - 31/12/24	51.44	0.00
			2,223.61	0.00
Total outstanding invoices			\$2,223.61	\$0.00

Proposed Budget to apply from 01/12/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund			
	Proposed budget	Actual 01/12/2023-30/11/2024	Previous budget
Revenue			
Insurance Claims	0.00	7,426.72	0.00
Interest on Arrears--Admin	0.00	9,532.51	0.00
Levies Due--Admin	205,849.24	201,275.48	205,849.24
Recovery--Debt Recovery Charges	0.00	597.77	0.00
Recovery--Owner	0.00	150.00	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	2,199.09	0.00
Section 110 Certificates--EFT	0.00	1,960.00	0.00
Total revenue	205,849.24	223,141.57	205,849.24
Less expenses			
Admin--Accounting	1,000.00	740.00	1,000.00
Admin--Bank Charges	180.00	172.35	180.00
Admin--Debt Recovery Charges	0.00	(40.00)	0.00
Admin--Information/Inspection Fees-Paid	0.00	100.00	0.00
Admin--Legal Fees	1,000.00	4,080.04	1,000.00
Admin--Management Fees--Standard	23,800.00	22,999.93	23,000.00
Admin--Section 110 Certificates	0.00	1,960.00	0.00
Admin--Storage & Archive Fees	120.00	120.00	100.00
Admin--Telephone Charges--Lift	1,300.00	1,222.15	1,000.00
Insurance--Premiums	36,000.00	34,048.99	32,000.00
Maint Bldg--Cleaning	36,000.00	35,734.40	36,000.00
Maint Bldg--Cleaning--Windows/Glass	3,200.00	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	10,000.00	13,420.66	5,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	1,800.00
Maint Bldg--Fire Equipment Service & Repairs	15,000.00	10,866.00	15,000.00
Maint Bldg--General Repairs	20,000.00	8,141.21	20,000.00
Maint Bldg--Lift	14,000.00	17,696.08	14,000.00
Maint Bldg--Miscellaneous Expenses	0.00	49.00	0.00
Maint Bldg--Plumbing Repairs	10,000.00	12,751.49	7,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	2,000.00	3,761.52	2,000.00
Maint Bldg--Security Doors, Gates & Fences	2,500.00	2,040.00	4,000.00
Utility--Electricity	20,000.00	19,417.89	21,000.00
Utility--Water Consumption	12,000.00	11,408.71	12,000.00
Utility--Water Corp Annual Service Charge	300.00	254.44	350.00
Total expenses	210,200.00	205,804.86	199,580.00
Surplus/Deficit	(4,350.76)	17,336.71	6,269.24
Opening balance	11,067.47	(6,269.24)	(6,269.24)

Closing balance	<u>\$6,716.71</u>	<u>\$11,067.47</u>	<u>\$0.00</u>
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$226.43		\$226.43
 Budgeted standard levy revenue	 205,849.24		 205,849.24
Add GST	20,584.92		20,584.92
Amount to raise in levies including GST	<u>\$226,434.16</u>		<u>\$226,434.16</u>

Reserve Fund**Proposed
budget****Actual**
01/12/2023-30/11/2024**Previous
budget****Revenue**

Interest on Arrears--Reserve

0.00

1,221.17

0.00

Levies Due--Reserve

80,000.00

80,000.00

80,000.00

Total revenue

80,000.00

81,221.17

80,000.00

Less expenses

Maint Bldg--General Repairs

40,000.00

18,094.90

20,000.00

Maint Bldg--Waterproofing Repairs

0.00

0.00

10,000.00

Total expenses

40,000.00

18,094.90

30,000.00

Surplus/Deficit

40,000.00

63,126.27

50,000.00

Opening balance

108,555.94

45,429.67

45,429.67

Closing balance

\$148,555.94

\$108,555.94

\$95,429.67

Total units of entitlement

1000

1000

Levy contribution per unit entitlement

\$88.00

\$88.00

Budgeted standard levy revenue

80,000.00

80,000.00

Add GST

8,000.00

8,000.00

Amount to raise in levies including GST

\$88,000.00

\$88,000.00

Proposed Levy Schedule to apply from 01/12/2024

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	18.00	1,018.95	396.00	1,414.95	5,659.80
2	2	17.00	962.35	374.00	1,336.35	5,345.40
3	3	22.00	1,245.40	484.00	1,729.40	6,917.60
4	4	17.00	962.35	374.00	1,336.35	5,345.40
5	5	16.00	905.75	352.00	1,257.75	5,031.00
6	6	21.00	1,188.80	462.00	1,650.80	6,603.20
7	7	11.00	622.70	242.00	864.70	3,458.80
8	8	11.00	622.70	242.00	864.70	3,458.80
9	9	20.00	1,132.20	440.00	1,572.20	6,288.80
10	10	16.00	905.75	352.00	1,257.75	5,031.00
11	11	11.00	622.70	242.00	864.70	3,458.80
12	12	11.00	622.70	242.00	864.70	3,458.80
13	13	15.00	849.15	330.00	1,179.15	4,716.60
14	14	14.00	792.55	308.00	1,100.55	4,402.20
15	15	19.00	1,075.60	418.00	1,493.60	5,974.40
16	16	12.00	679.30	264.00	943.30	3,773.20
17	17	12.00	679.30	264.00	943.30	3,773.20
18	18	20.00	1,132.20	440.00	1,572.20	6,288.80
19	19	16.00	905.75	352.00	1,257.75	5,031.00
20	20	11.00	622.70	242.00	864.70	3,458.80
21	21	11.00	622.70	242.00	864.70	3,458.80
22	22	15.00	849.15	330.00	1,179.15	4,716.60
23	23	19.00	1,075.60	418.00	1,493.60	5,974.40
24	24	12.00	679.30	264.00	943.30	3,773.20
25	25	12.00	679.30	264.00	943.30	3,773.20
26	26	20.00	1,132.20	440.00	1,572.20	6,288.80
27	27	16.00	905.75	352.00	1,257.75	5,031.00
28	28	11.00	622.70	242.00	864.70	3,458.80
29	29	11.00	622.70	242.00	864.70	3,458.80
30	30	16.00	905.75	352.00	1,257.75	5,031.00
31	31	20.00	1,132.20	440.00	1,572.20	6,288.80
32	32	12.00	679.30	264.00	943.30	3,773.20
33	33	12.00	679.30	264.00	943.30	3,773.20
34	34	21.00	1,188.80	462.00	1,650.80	6,603.20
35	35	17.00	962.35	374.00	1,336.35	5,345.40

36	36	11.00	622.70	242.00	864.70	3,458.80
37	37	11.00	622.70	242.00	864.70	3,458.80
38	38	16.00	905.75	352.00	1,257.75	5,031.00
39	39	20.00	1,132.20	440.00	1,572.20	6,288.80
40	40	12.00	679.30	264.00	943.30	3,773.20
41	41	12.00	679.30	264.00	943.30	3,773.20
42	42	21.00	1,188.80	462.00	1,650.80	6,603.20
43	43	17.00	962.35	374.00	1,336.35	5,345.40
44	44	11.00	622.70	242.00	864.70	3,458.80
45	45	11.00	622.70	242.00	864.70	3,458.80
46	46	16.00	905.75	352.00	1,257.75	5,031.00
47	47	20.00	1,132.20	440.00	1,572.20	6,288.80
48	48	12.00	679.30	264.00	943.30	3,773.20
49	49	12.00	679.30	264.00	943.30	3,773.20
50	50	21.00	1,188.80	462.00	1,650.80	6,603.20
51	51	17.00	962.35	374.00	1,336.35	5,345.40
52	52	11.00	622.70	242.00	864.70	3,458.80
53	53	11.00	622.70	242.00	864.70	3,458.80
54	54	16.00	905.75	352.00	1,257.75	5,031.00
55	55	20.00	1,132.20	440.00	1,572.20	6,288.80
56	56	13.00	735.95	286.00	1,021.95	4,087.80
57	57	13.00	735.95	286.00	1,021.95	4,087.80
58	58	21.00	1,188.80	462.00	1,650.80	6,603.20
59	59	18.00	1,018.95	396.00	1,414.95	5,659.80
60	60	12.00	679.30	264.00	943.30	3,773.20
61	61	12.00	679.30	264.00	943.30	3,773.20
62	62	27.00	1,528.45	594.00	2,122.45	8,489.80
63	63	23.00	1,302.00	506.00	1,808.00	7,232.00
64	64	28.00	1,585.05	616.00	2,201.05	8,804.20
		1,000.00	\$56,609.30	\$22,000.00	\$78,609.30	\$314,437.20



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0027843
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/10/2024 to 15/10/2025 at 4:00pm
The Insured	THE OWNERS OF THE VELO - 89 ABERDEEN STREET, NORTHBRIDGE SP 65326
Situation	89 ABERDEEN STREET NORTHBRIDGE WA 6003

Policies Selected

Policy 1 – Insured Property

Building: \$21,000,000
Common Area Contents: \$210,000
Loss of Rent & Temporary Accommodation (total payable): \$3,150,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$6,300,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$945,000
Escalation in Cost of Temporary Accommodation: \$315,000
Cost of Removal, Storage and Evacuation: \$315,000

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

15/10/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Schedule of Insurance

Residential Strata Insurance

The Insured	The Owners of Strata Plan 65326
Situation	89 Aberdeen Street, NORTHBRIDGE WA 6003
Units / Construction	64 Residential Units, Built 2016, 2 Storey. Brick Walls, Concrete Floors, Iron Roof.

Policies Selected

Policy 1 – Insured Property	
Building:	\$21,000,000
Common Area Contents:	\$210,000
Loss of Rent & Temporary Accommodation (total payable):	\$3,150,000
Policy 2 – Liability to Others	
Sum Insured:	\$20,000,000
Policy 3 – Voluntary Workers	
Death:	\$200,000
Total Disablement:	\$2,000 per week
Policy 4 – Fidelity Guarantee	
Sum Insured:	\$100,000
Policy 5 – Office Bearers' Legal Liability	
Sum Insured:	\$1,000,000
Policy 6 – Machinery Breakdown	
Sum Insured:	\$100,000
Policy 7 – Catastrophe Insurance	
Sum Insured:	\$6,300,000
Extended Cover - Loss of Rent & Temporary Accommodation:	\$945,000
Escalation in Cost of Temporary Accommodation:	\$315,000
Cost of Removal, Storage and Evacuation:	\$315,000
Policy 8 – Government Audit Costs and Legal Expenses	
Government Audit Costs:	\$25,000
Appeal expenses – common property health & safety breaches:	\$100,000
Legal Defence Expenses:	\$50,000
Policy 9 – Lot owners' fixtures and improvements (per lot)	
Sum Insured:	\$250,000

Flood Cover Included

Excesses

Policy 1 – Insured Property

Standard:	\$2,000
Water Damage:	\$10,000
Exploratory Costs – Burst Pipes	\$10,000

Storm:	\$2,500
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Unoccupancy	\$2,000
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Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown

Standard:	\$1,000
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Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

PLEASE REFER TO THE POLICY WORDING FOR ALL TERMS, CONDITIONS, EXCLUSIONS AND ADDITIONAL BENEFITS

Important Information

As your Insurance Broker it is our job to highlight important matters that could impact your insurances. If any of the following information raises questions or concerns than please get in touch with us for clarification, we are here to help.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984 you have a Duty of Disclosure (**Duty**). A different Duty applies depending on the use of insurance contract i.e. contracts predominately used for personal, domestic or household use ("consumer contracts") or other non-consumer contracts (e.g. commercial / business use policies). It is the use of the policy that is the determining factor in which Duty will apply.

As a general guide, we have provided the below information to highlight the nature of these different duties however please read the PDS/Policy wording for the applicable Duty and if you are not sure, please ask your broker.

Policies for personal, domestic or household use - consumer contracts e.g. motor, home building and contents, travel, sickness & accident, consumer credit or any other policy intended for use by a consumer

You have a duty to take reasonable care not to make a misrepresentation to the insurer, before you enter the policy as well as before you renew, extend, vary or reinstate the policy. Before you do these things, you may be asked questions, the answers to which the insurer will use in deciding whether to insure you, or anyone else to be insured under the policy, and on what terms. You must answer these questions truthfully, accurately, and completely.

All other insurances Non-consumer contracts e.g. policies for use in a business

Before you enter an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their 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 any insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

Important for all insurance contracts

If you do not tell the insurer something 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 them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Remuneration, Associations and Relationships

If instructed to arrange cover for you, we will be remunerated by a commission payment from the insurer and/or charge you a broker's fee. Our employees that will assist you will be paid a market based salary. Occasionally, employees may include bonuses or incentives for achievement of set targets. These achievement or targets maybe sales or the achievement of key performance indicators and are not solely volume based.

From time to time we may receive non-monetary benefits from insurers, underwriters or other third parties. This may include but is not limited to access to technology platforms and IT support, education and training, marketing assistance and certain 'hospitality benefits' (such as tickets to sporting events, movies, bottles of wine, hampers). We do not accept any benefits where doing so could influence our advice to you, the receipt of these benefits is not based upon the volume of business. Details of these are available on a specially maintained Register which is available for your viewing.

If you elect to pay your premium utilising the services of a premium funder, we will be entitled to receive commission payments of between 0-5% of the total premium funded e.g. if your total premium is \$1,000, we will receive a maximum of \$50 being 5% of \$1,000. You can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you

Centrewest Insurance Brokers is a Steadfast Network Broker and certain Directors hold shares in Steadfast Group Limited (**Steadfast**). As a Steadfast Network Broker we have access to a range of member services such as technological, business and compliance resources and tools, these services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee. Steadfast has arrangements with some insurers and premium funders (**Partners**) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

We may also receive additional fees from Zurich Australian Insurance Limited (**Zurich**), the payment of these fees are for services rendered to Zurich and not contingent on volume or growth targets.

We sometimes pay money to others who refer you to us. These payments are made from the commission and fees you pay us and not an additional cost to you, and may be in the range of 0% to 50% of the commission or fees we receive.

For further details on any of the above information relating to remuneration, associations and relationship, please ask us or refer to our [Financial Services Guide](#).

Cancellation/Endorsement Conditions

The remuneration detailed on this invoice may include a broker fee and commission payable by the insurer. Credit Notes subsequently allowed may have a fee charged to offset the insurer's deduction of commission. Any broker fee charged is non-refundable and we reserve the right to charge a broker fee on any refund. Any interest earned on funds held in the trust account will be retained by us.

Wholesale Broker information

In some cases we use the services of a Wholesale Broker or Underwriting Agent (insurance intermediary) to access products rather than directly from the insurer. You can identify where we have used an insurance intermediary as the Tax Invoice and Schedule will show that the policy is placed via another insurance intermediary. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

Cooling Off Period

Certain insurance contracts are subject to a 14-day "cooling off period". This means that if you are not happy with your insurance contract, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable. Please refer to your PDS for further detail.

Target Market Determinations

A Target Market Determination (TMD) is a document insurers are required to publish for certain consumer and small business policies, which sets out the consumers for whom the policy is designed to be suitable for. A TMD does not form part of the Product Disclosure Statement (PDS), which remains the key document which should always be read prior to making a decision on a policy. If you would like a copy of the policy's TMD, please let us know and we will provide it to you.

Making harmless agreements, contracting out, or waiving your subrogation rights

You will often find clauses with the wording "hold harmless" and "indemnity" in leases, burglar alarm or fire protection contracts, repair, or supply agreements, and more. Make sure you look out for these terms because they could compromise your claim. If you are in doubt, contact our office.

Has anything changed?

The advice we give you is based on what we know about you. Keep us updated of any changes to your business, operations, or circumstances. This includes location changes, introducing new staff, products, services, or activities into your line of work. By keeping us informed we can ensure proper protection is in place and avoid compromising a claim. If you are in doubt as to whether an insurer should or should not be told of certain changes, please talk to us.

Electronic Delivery of Information

Please note that where possible we prefer to provide all correspondence and disclosure notices (including the FSG and PDS/Policy Wordings) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure

What happens if you under-insure?

Be sure your property is insured for the full replacement value as it will have an impact on your claim. It is important to review your current sum insured as most policies contain an Under-Insurance Clause also known as "Average" or Co-Insurance" clauses. In which the insurer will only pay the relevant proportion of the loss, in accordance with the Average formula, explained below.

Full Property Replacement Value:	\$200,000
Sum Insured:	\$100,000
Therefore, you are your own insurer for	50%

Fire Claim Occurs:	\$50,000
Claim 50% of \$50,000	\$25,000

This means the insurer only pays \$25,000 – you pay \$25,000

Depending on your policy - If the Sum Insured represents at least 90% of the Insured Property, then the clause typically does not apply.

Insuring the Interest of Others

Most insurers exclude indemnity to other parties such as mortgagees, lessors, and principals, unless their interest is properly noted on your policy. Please check over the policy and contact our office if you need to cover the interest of any other parties.

Be Fair and Honest

The law requires that both the insurer and the insured to an insurance contract, must act towards each other with the utmost good faith. This means all dealings with one another are to be fair and honest. Failing to do so could compromise your claim or cause cancellation of your policy. Where the insurer fails on their part, we will assist you through the internal dispute resolution (IDR) and complaints process.

What do I do if I have a complaint?

Clients not satisfied with our services should contact our Complaints Officer on the contact details on this notice, or see our [Complaints Guide](#) which is also on our website. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. You can contact AFCA directly via GPO Box 3, Melbourne VIC 3001, call 1800 931 678 (free call), email info@afca.org.au or visit the website at www.afca.org.au.

We also subscribe to the [Insurance Brokers Code of Practice](#) by the National Insurance Brokers Association (NIBA).

We are bound by the standards of the Code, which is monitored and enforced by a Code Compliance Committee. If you do not feel our services have met the requirements of the Code, you can report the matter to the Code Compliance Committee [here](#). A copy of this Code is also available upon request or from our [website](#).

documents electronically please advise us accordingly and we will update our records.

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

PROXY FORM

I/We _____ being owner(s) of

Unit/Lot No(s) _____ and entitled to vote hereby appoint:

(Co-owners including husband & wife must nominate one person to vote at the meeting)

or in his/her absence or incapacity, the Chairperson to act as my/our proxy and to amend or move motions, speak and vote on my/our behalf at the Annual General Meeting of the Strata Company to be held 5.30pm on Monday 20th January 2025 in the Logiudice Property Group Boardroom at 8 Preston Street, Como 6152 (entrance off Mary St)/via teleconference, and at any adjournment thereof.

My/our Proxy is granted subject to my/our expressed conditions as follows:

Dated this _____ day of _____ 2025

OWNER

OWNER

IN THE CASE WHERE THE OWNER IS A COMPANY and where required under their Articles of Association:

The Common Seal of)
)
A.C.N. was hereunto affixed in the)
manner prescribed by its Articles of)
Association in the presence of)

DIRECTOR

DIRECTOR

NOTE:

- 1 Co-owners (e.g. Joint Tenants) MUST appoint one of the Co-owners or any other person to act as their Proxy and All Co-owners Must sign the Proxy Form.
- 2 Execution of this proxy form by a company must be in accordance with its Articles of Association.
- 3 A proxy must be a natural person who need not be an owner of the Strata Company.

PROXY FORMS SHOULD BE FORWARDED TO THIS OFFICE PRIOR TO THE DATE OF THE MEETING OR THEY MAY BE HANDED TO THE CHAIRPERSON AT THE MEETING.

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

ENDURING PROXY FORM

I/We _____ being owner(s) of

Unit/Lot No(s) _____ and entitled to vote hereby appoint:

(Co-proprietors including husband & wife must nominate one person to vote at the meeting)

or in his/her absence or incapacity, the Chairperson to act as my/our proxy and to amend or move motions, speak and vote on my/our behalf at any future General Meetings of the Strata Company until this Enduring Proxy is rescinded in writing.

Dated this _____ day of _____ 2025

OWNER

OWNER

IN THE CASE WHERE THE OWNERS IS A COMPANY and where required under their Articles of Association:

The Common Seal of)
)
A.C.N. was hereunto affixed in the)
manner prescribed by its Articles of)
Association in the presence of)

DIRECTOR

DIRECTOR

NOTE:

- 1 Co-owners (e.g. Joint Tenants) MUST appoint one of the Co-owners or any other person to act as their Proxy and All Co-owners must sign the Proxy Form.
- 2 Execution of this proxy form by a company must be in accordance with its Articles of Association.
- 3 A proxy must be a natural person who need not be a proprietor of the Strata Company.

PROXY FORMS SHOULD BE FORWARDED TO THIS OFFICE PRIOR TO THE DATE OF THE MEETING OR THEY MAY BE HANDED TO THE CHAIRPERSON AT THE MEETING.

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

COUNCIL OF OWNERS

NOMINATION FORM

I/we _____

Being the Registered Owner/s of Lot/Unit No/s _____

Hereby Nominate _____

To be elected as a member of the Council of Owners _____

SIGNED

DATE

SIGNED

DATE

I _____

Being the Registered Owner of Lot/Unit No/s _____

HEREBY ACCEPT the Nomination to be a member of the Council of Owners.

SIGNED

DATE

Please forward completed nomination forms to Strata Managers prior to the meeting date (email: admin@lpg.com.au)



ALL CORRESPONDENCE
PO Box 8044, South Perth WA 6151
Telephone: (08) 9368 5888
Facsimile: (08) 9368 5800
Email: admin@lpg.com.au
ABN 14 167 647 618

THE OWNERS OF
VELO APARTMENTS
89 ABERDEEN STREET
NORTHBIDGE WA 6003

STRATA PLAN 65326

Dear Owner

RE: ANNUAL GENERAL MEETING

In accordance with the Strata Titles Act 1985 as amended, notice is hereby given that the Annual General Meeting will be held:

Date: Monday 22nd January 2024
Time: 5.30 pm
Venue: Logiudice Property Group Boardroom at 8 Preston Street, Como 6152 (entrance off Mary Street).
Attendance: You may either attend in person or via Teleconference (Microsoft Teams), in accordance to Section 131 (1) & (2) of the Strata Titles Act 1985.
Please notify our office via email to: taryn.wolf@lpg.com.au at least 48 hours prior, and an invitation will be sent to you.
Agenda: Please refer attached.

It is imperative that all Registered Owners who are joint owners or a Company complete a form of proxy nominating a person to act and vote on their behalf at the meeting. Completed forms of proxy may be forwarded to us by fax, email or be handed in before the commencement of the meeting.

To be entitled to vote, you must be financial and all outstanding levies, including those for the current quarter, must be paid prior to the meeting.

If there are any items that you wish to have clarified or require further information about, particularly in respect to the financial statements, please contact our office in writing at least 72 hours prior to the meeting.

Yours faithfully,

Eleanor Logiudice

Eleanor Logiudice
Director / Licensee
Logiudice Property Group
Strata Company Managers

Encls

Logiudice Property Group t/as Logiudice Property Group TC 68291
2/8 Preston Street, COMO WA 6152
Phone: (08) 9368 5888 Fax: (08) 9368 5800 Email: admin@lpg.com.au

IMPORTANT INFORMATION FOR GENERAL MEETINGS

Pursuant to the Strata Titles Act 1985 as amended in 2018

(1) FINANCIAL STATEMENT

Any queries regarding the annual accounts should be directed to this office in writing at least 72 hours prior to the meeting to enable the necessary information to be ascertained.

(2) ATTENDANCE

An owner or appointed proxy may in accordance with any requirements of the scheme by-laws, attend and vote at a meeting of a strata company by telephone, video link or any internet connection.

(3) QUORUM

A quorum is constituted if 50% of the lots eligible to vote are present. If a quorum is not present after 30 minutes has elapsed, the persons entitled to vote who are present at the meeting are taken to constitute a quorum of the meeting.

(4) PROXY

- An owner who is unable to attend the meeting may appoint a proxy by completing the proxy form attached. A proxy need not be an owner of the strata scheme. The proxy form must be handed in prior to the meeting.
- If the property is jointly owned then a proxy form will need to be completed giving one of the co-owners the right to vote. Example: a husband and wife will need to complete a proxy form. Both will need to sign the proxy giving the vote to either the husband or wife. A proxy form will need to be completed even if both are present at the meeting.
- If the lot/unit is held in the name of a company then the company must fill in the proxy form nominating a natural person to vote on its behalf.

(5) ENTITLEMENT TO VOTE AT THE MEETING

- To be eligible to vote and move motions on Ordinary and Special Resolutions, all monies owing by owners in respect to their lot must be paid prior to the commencement of the meeting.

(6) VOTING

- The Strata Titles Act requires some resolutions to be passed either by a Unanimous or Special Resolution or by a Resolution without Dissent. The notice of meeting will state if either of these types of resolution are required. In the case of a Unanimous or Resolution without Dissent an owner does not have to be financial to vote but co-owners must have filled in a proxy form.
- The voting period allowed for Unanimous Resolution, Special Resolution and Resolution without Dissent is 28 days.
- SHOW OF HANDS – On a show of hands each owner has one vote for each lot (unit) that they own.
- POLL VOTE – An owner may demand that an Ordinary Resolution shall be decided on a poll vote. If a poll vote is demanded then the unit entitlement of each owner voting for or against the resolution has to be counted.
- AN ORDINARY RESOLUTION is passed where more than 50% of the valid votes cast are in favour of the resolution pursuant to Section 122 (1) (c) of the Act (either by number of Unit Entitlement or number of votes cast).

(7) ELECTION OF COUNCIL OF OWNERS

Only owners or co-owners in the strata scheme are eligible for election to the Council of Owners. A nomination can be made in writing or orally by a nominee who is present at the meeting. If the property is co-owned then both of the owners must nominate the person who would like to be on the Council of Owners in writing. A Corporation is also eligible to be a COO member and it may authorise an individual to perform its function.

(8) AGENDA ITEMS - Only items on the agenda may be resolved at the meeting. General Business issues can be discussed and/or referred to the Council of Owners for consideration.

(9) DISQUALIFICATION FROM VOTING AS PROXY

- If both the owner and proxy are present at the meeting, only the owner can cast the vote associated with the lot.
- On resolutions relating to provision of goods and services to the strata company, an appointed proxy must not cast any vote if they have a direct or indirect monetary interest in the matter. The above restriction does not apply on resolution relates to the appointment of strata managers if the term and rewards are disclosed in the notice of meeting, and the proxy expressly authorises the proxy holder to vote on the resolution.

REVISED 9/2020

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

AGENDA

1. ATTENDANCE/APOLOGIES/PROXIES

2. APPOINTMENT OF MEETING CHAIRPERSON

3. STRATA MANAGER ANNUAL REPORT

4. MINUTES

Confirmation of minutes of the Annual General Meeting held on Monday 19th December 2022.

5. FINANCIALS

5.1 Consider/Adopt the Financial Statement for the period 1st December 2022 to 30th November 2023.

5.2 Consider/Adopt an Administrative Fund Budget/levy for the period 1st December 2023 to 30th November 2024.

5.3 Consider/Adopt a Reserve/Sinking Fund Budget/levy for the period 1st December 2023 to 30th November 2024.

6. SPECIAL BUSINESS

6.1 Election of Council of Owners

a) Determine the number of persons of whom the council is to consist.

b) Chairperson to call for nomination for election to the Council.

c) Chairperson to conduct a ballot of owners if the number of nominations exceeds the number on council.

6.2 Appointment of Strata Company Manager

As per the Strata Management Agreement, Logiudice Property Group will be taking up the 3 year option term.

6.3 Insurance - Refer certificate and schedule attached for details of insurance.

Motion on Notice

The strata manager is directed to renew the policy when it falls due –

(a) At the current level of building sum insured,

(b) At the level of building sum insured to a figure as determined at this meeting, **or**

(c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation (*Last valuation completed February 2021*).

6.4 Additional By-Law for Financial Year

Motion on Notice

Pursuant to Section 44 (2) of the STAA 2018, the Strata Company resolves by ordinary resolution to add the following Schedule 1 Governance By-Law 188.

The Financial year of the strata company is the period of 12 months ending on 30th November.

7. GENERAL BUSINESS

8. CLOSURE

**VELO APARTMENTS
STRATA PLAN 65326**

STRATA MANAGEMENT REPORT

ANNUAL GENERAL MEETING: In accordance with the schedule 1 Bylaw 11 of the Strata Titles Act 1985 – A notice has been issued to all owners to attend the Annual General Meeting.

GENERAL MAINTENANCE/WORKS COMPLETED – *Please also see the attached.*

Water Ingress Repairs

A number of water ingress and resultant repairs were completed to both individual units and the common areas of the building. Things such as roofing repairs, bathroom ceiling repairs, wall and skirting repairs, window repairs and ceiling replacement were all undertaken.

CCTV Installation

As approved at the 2023 AGM, High Access have attended site to install 10 additional cameras in the carparks, a camera on each level in the lift foyer and upgraded the current CCTV NVR to a larger 32-channel system, 2 additional hard drives to store footage for longer and upgrade the 10 existing CCTV cameras to improve the clarity and identification of persons and vehicles. These new cameras have allowed Strata, the CoO and the police to identify persons of interest and lay charges as required. They also relocated the CCTV equipment to a more secure area of the building for review and footage download.

Insurance Repairs

During the year, there have been a number of times where the lifts were vandalized and repairs required to bring the lift back into service. These repairs have been claimed under the insurance policy however the excess amount needed to be paid by the Strata Company and is something that cannot be avoided. The incident of the sewerage spill in the lower carpark was also able to be claimed under the building insurance policy.

Electrical Repairs

A number of essential electrical repairs were undertaken to replacement of common area lighting and also the emergency lighting and sensors which were faulty. A resident also reported that the glass on the intercom was vandalized and making it hard to determine who was requesting access to the building. North Star Security attended and advised that due to the age and model of the intercom panel, the replacement parts were no longer able to be sourced. As a result, the entire intercom panel had to be replaced.

Access Gate Repairs and Improvements

On reports from residents that the pedestrian gate was not working and on AGM Automation's attendance, they noted that the motor gearbox on the auto gate was damaged and required replacement. Luckily, they had stock in their warehouse so they reattended the following day and installed the new motor. Due to the damage and vandalism that is occurring to the vehicle and pedestrian gate motors, new custom made steel motor covers have been installed to deter any further damage to the motors.



ALL CORRESPONDENCE
PO Box 8044, South Perth WA 6151
Telephone: (08) 9368 5888
Facsimile: (08) 9368 5800
Email: admin@lpg.com.au
ABN 14 167 647 618

INSURANCE:

-Contents Insurance

The Strata Building Insurance Policy does not cover any of your personal items within your lot, car bay or storeroom. You must ensure that you take out the correct contents insurance coverage for your personal items/ furniture which would also need to include items like carpets / vinyl flooring / floating floors etc as these are not covered under the Strata Building Insurance. The Strata Building Insurance policy only covers items permanently fixed to the building.

-Commercial Lots

Relating to the Strata Building Insurance, the Strata Company must declare what commercial businesses are located within the complex. As different types of businesses affect the insurance policy due to risk matters. Therefore, if you change your business operations or if you rent out your unit to a new tenant you must provide the business information to the Strata Manager so they can pass it onto the insurance company. If the Strata Company does not disclose the correct information to the insurance company this puts the Strata Company at risk for claims to be denied.

-Insurance Valuation

The last insurance valuation was completed in February 2021.

JOINING THE COUNCIL OF OWNERS:

Do you want to nominate to be a member of the Council of Owners?

The council of owners meet several times a year to resolve strata issues and deal with strata business. It is important that you join the Council of Owners that you respond to CoO emails in a timely manner and can attend the meetings throughout the year. If you are interested in nominating for the council of owners, please ensure that you complete your nomination form contained in the agenda package.

DO YOU HAVE A SUGGESTION TO MAKE ?

Suggestions, requests can be made at any time via email to admin@lpg.com.au which will then be presented to the Council of Owners for their review.

STRATA MANAGEMENT TEAM – LOGIUDICE PROPERTY GROUP:

We would like to remind owners that you can look at your own accounts and see when payments are due through our website (www.lpg.com.au). Our company emails all information now therefore please ensure that we always have your correct and current email address. If you change any of your personal details e.g postal address, email address, contact phone number or the property management company looking after your lot, please ensure that you provide our company the correct updated details.

SAVING STRATA INFORMATION

It is extremely important that you save all Strata information e.g the meeting agendas, minutes of the meetings, by-laws, strata plan, 10-year plan and financial information as when you ever go to sell your apartment in the future you will be required to provide all of this information to the new owners as part of the disclosure process. Please note that there are fees to re-issue this information to owners and agents. If you do ever need any of this information, please email admin@lpg.com.au and an order form will be issued to you.

We look forward to seeing you at the AGM.

Logiudice Property Group t/as Logiudice Property Group TC 68291
2/8 Preston Street, COMO WA 6152
Phone: (08) 9368 5888 Fax: (08) 9368 5800 Email: admin@lpg.com.au

GENERAL REPAIRS – BREAKDOWN OF COSTS

Details	Payee	Amount \$
CCTV		
CCTV Footage & Access Control Inspect	High access	\$135.00
CCTV Footage & Access Control Inspect	High Access	\$125.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$100.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$250.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$150.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$75.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$100.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$100.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$495.00
CCTV Footage Review &Download	Property Caretakers Pty Ltd	\$150.00
Total amount CCTV:		\$1,680.00
Door Repairs		
Refix Door Handle – NBN Room	Darrens Property Maintenance	\$227.27
Fire door Handle & Bike Rack Repairs	Paulo's Painting &	\$300.00
Door Strike Plate Supply and Install	Darrens Property Maintenance	\$231.82
Door Drip Strip Supply & Install – U9	Darrens Property Maintenance	\$177.27
Door Repairs – Lobby	Darrens Property Maintenance	\$150.00
Escape Door Lock Repairs	North Star Security	\$180.00
Door Handle Repairs – Unit 64	Darrens Property Maintenance	\$204.55
Fire Door Handle Modify	Darrens Property Maintenance	\$222.73
Eletrical Cupboard Door Latch Repair	Darrens Property Maintenance	\$172.73
Fire Door Replace & Paint - Carpark	Darrens Property Maintenance	\$2,136.36
Total Amount Doors:		\$4,002.73
Window/Glass Repairs		
Broken Window Inspect & Repair – U62	Diverse Glazing Group	\$2,970.00
Window Handle Replace – U9	Diverse Glazing Group	\$670.00
Window Damage Rectify – U2	Diverse Glazing Group	\$990.00
Total Amount Glass Repairs:		\$4,630.00
Water Leaks		
W/D Ceiling repairs, patch & Paint U49	Darren's Property Maintenance	\$813.64
Window Leak Repair- U3	O'Brien Glass Industries	\$153.40
Glass Water Leak Repair	Prompt Glass 2	\$240.91
Reimbursement – Water Leak Repair	Vivid Property Perth Pty Ltd	\$447.63
Total Amount Water Leak :		\$1,655.58
Rubbish Removals		
Rubbish Removal	Darren's Property Maintenance	\$503.64
Bulk Rubbish Removal	Property Caretakers Pty Ltd	\$240.00
Total Removal Amount :		\$743.64
Carpark Repairs		
Bollard Refix – Ramp	Darren's Property Maintenance	\$168.18
Convex Mirror Remove & Replace	Darren's Property Maintenance	\$427.27
Exhaust System Inspect & Service	Ballantyne Commercial	\$731.87
Total Carpark Repairs Amount :		\$1327.32
Gutters		
Gutter Clean & Downpipe Flush	Darrens Property Maintenance	\$416.36
Total Gutter Maintenance:		\$416.36

GENERAL REPAIRS – BREAKDOWN OF COSTS

Wall/Ceiling/Floor Repairs		
Wall Engrave, Graffiti Removal	Paulo's Painting &	\$450.00
Lift Floor Tile Replace & Regrout	EUROS CONTRACTING PTY	\$380.00
Wall Repairs & Paint	Mochrie Painting	\$300.00
Roof Anchor Inspection	High Access Windows	\$1,200.00
Total wall/ceiling/floor amount:		\$2,330.00
GRAND TOTAL:		\$16,785.63

ANNUAL REPORTS

for the financial year to 30/11/2023

Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Manager: Eleanor Logiudice

	Page
Balance Sheet	1
Income & Expenditure Statement	2
Outstanding Creditors	5
Budget commencing 01/12/2023	6
Levy Schedule commencing 01/12/2023 General	9

Balance Sheet

As at 30/11/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

	Current period	Previous year
Owners' funds		
Operating Surplus/Deficit--Admin	(13,058.11)	(27,004.95)
Owners Equity--Admin	6,788.87	33,793.82
	<u>(6,269.24)</u>	<u>6,788.87</u>
Operating Surplus/Deficit--Reserve	27,470.88	8,600.04
Owners Equity--Reserve	17,958.79	9,358.75
	<u>45,429.67</u>	<u>17,958.79</u>
Net owners' funds	<u><u>\$39,160.43</u></u>	<u><u>\$24,747.66</u></u>
Represented by:		
Assets		
Cash at Bank	47,000.13	41,349.30
Receivable--Levies	32,138.52	30,843.47
Receivable--Levies (Special)	576.15	905.40
Receivable--Owners	412.79	1,141.63
Total assets	<u>80,127.59</u>	<u>74,239.80</u>
Less liabilities		
Creditor--GST	(2,866.41)	(2,721.55)
Creditors--Other	2,710.09	10,965.77
Prepaid Levies	41,123.48	40,653.92
Prepaid Levies--Unallocated	0.00	594.00
Total liabilities	<u>40,967.16</u>	<u>49,492.14</u>
Net assets	<u><u>\$39,160.43</u></u>	<u><u>\$24,747.66</u></u>

Income & Expenditure Statement for the financial year to 30/11/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund

	Current period 01/12/2022-30/11/2023	Annual budget 01/12/2022-30/11/2023
Revenue		
Insurance Claims	18,732.30	0.00
Interest on Arrears--Admin	982.30	0.00
Levies Due--Admin	183,370.24	187,540.00
Recovery--Legal Fees	321.00	0.00
Recovery--Owner	1,370.00	0.00
Recovery--Remotes,Keys, Postage & Handling	1,930.00	0.00
Section 110 Certificates--EFT	1,120.00	0.00
Total revenue	207,825.84	187,540.00
Less expenses		
Admin--Accounting	920.00	1,000.00
Admin--Bank Charges	176.68	180.00
Admin--Debt Recovery Charges	40.00	0.00
Admin--Legal Fees	78.10	1,000.00
Admin--Management Fees--Standard	22,710.00	22,710.00
Admin--Section 110 Certificates	1,120.00	0.00
Admin--Storage & Archive Fees	100.00	100.00
Admin--Telephone Charges	0.00	100.00
Admin--Telephone Charges--Lift	968.58	500.00
Insurance--Excesses/Claims	2,500.00	0.00
Insurance--Premiums	31,032.65	30,000.00
Maint Bldg--Cleaning	35,761.70	32,000.00
Maint Bldg--Cleaning--Windows/Glass	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	9,573.76	10,000.00
Maint Bldg--Fire Alarm Monitoring	1,710.00	2,000.00
Maint Bldg--Fire Equipment Service & Repairs	16,439.34	15,000.00
Maint Bldg--General Repairs	16,785.63	15,000.00
Maint Bldg--Insurance Repairs	11,170.82	0.00
Maint Bldg--Lift	16,598.72	14,000.00
Maint Bldg--Plumbing Repairs	6,435.61	6,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	3,103.00	2,000.00
Maint Bldg--Security Doors, Gates & Fences	8,204.00	4,000.00
Utility--Electricity	20,364.62	21,000.00
Utility--Water Consumption	11,595.53	7,500.00
Utility--Water Corp Annual Service Charge	345.21	300.00
Total expenses	220,883.95	187,540.00
Surplus/Deficit	(13,058.11)	0.00

Administrative Fund

	Current period 01/12/2022-30/11/2023	Annual budget 01/12/2022-30/11/2023
Opening balance	6,788.87	6,788.87
Closing balance	<u><u>-\$6,269.24</u></u>	<u><u>\$6,788.87</u></u>

Reserve Fund

	Current period 01/12/2022-30/11/2023	Annual budget 01/12/2022-30/11/2023
Revenue		
Interest on Arrears--Reserve	230.59	0.00
Levies Due--Reserve	72,500.00	80,000.00
Total revenue	72,730.59	80,000.00
Less expenses		
Maint Bldg--General Repairs	8,590.00	0.00
Maint Bldg--Waterproofing Repairs	15,202.71	50,000.00
Special Projects--Security System/Cameras	21,467.00	15,000.00
Total expenses	45,259.71	65,000.00
Surplus/Deficit	27,470.88	15,000.00
Opening balance	17,958.79	17,958.79
Closing balance	\$45,429.67	\$32,958.79

Outstanding Creditors

As at 30/11/2023

Logiudice Property Group TC68291
2/8 Preston Street, COMO WA 6152
Phone: (08) 9368 5888
Fax: (08) 9368 5800
ABN 14 167 647 618
accounts@lpg.com.au

Velo Apartments - Strata Plan 65326			89 Aberdeen Street, NORTHBRIDGE WA 6003	
Due date	Invoice	Description	Amount	GST
Schindler Lifts Australia				
27/11/2023	4688199517	Vandalised Lift Repairs	418.00	38.00
			418.00	38.00
Water Corporation				
29/11/2023	0047	Water Usage 26/09/23 - 22/11/23	2,242.04	0.00
29/11/2023	0047	Water Service Charge 01/11/23 - 31/12/23	50.05	0.00
			2,292.09	0.00
Total outstanding invoices			\$2,710.09	\$38.00

Proposed Budget to apply from 01/12/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund			
	Proposed budget	Actual 01/12/2022-30/11/2023	Previous budget
Revenue			
Insurance Claims	0.00	18,732.30	0.00
Interest on Arrears--Admin	0.00	982.30	0.00
Levies Due--Admin	205,849.24	183,370.24	187,540.00
Recovery--Legal Fees	0.00	321.00	0.00
Recovery--Owner	0.00	1,370.00	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	1,930.00	0.00
Section 110 Certificates--EFT	0.00	1,120.00	0.00
Total revenue	205,849.24	207,825.84	187,540.00
Less expenses			
Admin--Accounting	1,000.00	920.00	1,000.00
Admin--Bank Charges	180.00	176.68	180.00
Admin--Debt Recovery Charges	0.00	40.00	0.00
Admin--Legal Fees	1,000.00	78.10	1,000.00
Admin--Management Fees--Standard	23,000.00	22,710.00	22,710.00
Admin--Section 110 Certificates	0.00	1,120.00	0.00
Admin--Storage & Archive Fees	100.00	100.00	100.00
Admin--Telephone Charges	0.00	0.00	100.00
Admin--Telephone Charges--Lift	1,000.00	968.58	500.00
Insurance--Excesses/Claims	0.00	2,500.00	0.00
Insurance--Premiums	32,000.00	31,032.65	30,000.00
Maint Bldg--Cleaning	36,000.00	35,761.70	32,000.00
Maint Bldg--Cleaning--Windows/Glass	3,150.00	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	5,000.00	9,573.76	10,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	2,000.00
Maint Bldg--Fire Equipment Service & Repairs	15,000.00	16,439.34	15,000.00
Maint Bldg--General Repairs	20,000.00	16,785.63	15,000.00
Maint Bldg--Insurance Repairs	0.00	11,170.82	0.00
Maint Bldg--Lift	14,000.00	16,598.72	14,000.00
Maint Bldg--Plumbing Repairs	7,000.00	6,435.61	6,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	2,000.00	3,103.00	2,000.00
Maint Bldg--Security Doors, Gates & Fences	4,000.00	8,204.00	4,000.00
Utility--Electricity	21,000.00	20,364.62	21,000.00
Utility--Water Consumption	12,000.00	11,595.53	7,500.00
Utility--Water Corp Annual Service Charge	350.00	345.21	300.00
Total expenses	199,580.00	220,883.95	187,540.00
Surplus/Deficit	6,269.24	(13,058.11)	0.00

Velo Apartments - Strata Plan 65326		89 Aberdeen Street, NORTHBRIDGE WA 6003	
Opening balance	(6,269.24)	6,788.87	6,788.87
Closing balance	\$0.00	-\$6,269.24	\$6,788.87
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$226.43		\$206.29
Budgeted standard levy revenue	205,849.24		187,540.00
Add GST	20,584.92		18,754.00
Amount to raise in levies including GST	\$226,434.16		\$206,294.00

	Reserve Fund		
	Proposed budget	Actual 01/12/2022-30/11/2023	Previous budget
Revenue			
Interest on Arrears--Reserve	0.00	230.59	0.00
Levies Due--Reserve	80,000.00	72,500.00	80,000.00
Total revenue	80,000.00	72,730.59	80,000.00
Less expenses			
Maint Bldg--General Repairs	20,000.00	8,590.00	0.00
Maint Bldg--Waterproofing Repairs	10,000.00	15,202.71	50,000.00
Special Projects--Security System/Cameras	0.00	21,467.00	15,000.00
Total expenses	30,000.00	45,259.71	65,000.00
Surplus/Deficit	50,000.00	27,470.88	15,000.00
Opening balance	45,429.67	17,958.79	17,958.79
Closing balance	\$95,429.67	\$45,429.67	\$32,958.79
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$88.00		\$88.00
Budgeted standard levy revenue	80,000.00		80,000.00
Add GST	8,000.00		8,000.00
Amount to raise in levies including GST	\$88,000.00		\$88,000.00

Proposed Levy Schedule to apply from 01/12/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	18.00	1,018.95	396.00	1,414.95	5,659.80
2	2	17.00	962.35	374.00	1,336.35	5,345.40
3	3	22.00	1,245.40	484.00	1,729.40	6,917.60
4	4	17.00	962.35	374.00	1,336.35	5,345.40
5	5	16.00	905.75	352.00	1,257.75	5,031.00
6	6	21.00	1,188.80	462.00	1,650.80	6,603.20
7	7	11.00	622.70	242.00	864.70	3,458.80
8	8	11.00	622.70	242.00	864.70	3,458.80
9	9	20.00	1,132.20	440.00	1,572.20	6,288.80
10	10	16.00	905.75	352.00	1,257.75	5,031.00
11	11	11.00	622.70	242.00	864.70	3,458.80
12	12	11.00	622.70	242.00	864.70	3,458.80
13	13	15.00	849.15	330.00	1,179.15	4,716.60
14	14	14.00	792.55	308.00	1,100.55	4,402.20
15	15	19.00	1,075.60	418.00	1,493.60	5,974.40
16	16	12.00	679.30	264.00	943.30	3,773.20
17	17	12.00	679.30	264.00	943.30	3,773.20
18	18	20.00	1,132.20	440.00	1,572.20	6,288.80
19	19	16.00	905.75	352.00	1,257.75	5,031.00
20	20	11.00	622.70	242.00	864.70	3,458.80
21	21	11.00	622.70	242.00	864.70	3,458.80
22	22	15.00	849.15	330.00	1,179.15	4,716.60
23	23	19.00	1,075.60	418.00	1,493.60	5,974.40
24	24	12.00	679.30	264.00	943.30	3,773.20
25	25	12.00	679.30	264.00	943.30	3,773.20
26	26	20.00	1,132.20	440.00	1,572.20	6,288.80
27	27	16.00	905.75	352.00	1,257.75	5,031.00
28	28	11.00	622.70	242.00	864.70	3,458.80
29	29	11.00	622.70	242.00	864.70	3,458.80
30	30	16.00	905.75	352.00	1,257.75	5,031.00
31	31	20.00	1,132.20	440.00	1,572.20	6,288.80
32	32	12.00	679.30	264.00	943.30	3,773.20
33	33	12.00	679.30	264.00	943.30	3,773.20
34	34	21.00	1,188.80	462.00	1,650.80	6,603.20
35	35	17.00	962.35	374.00	1,336.35	5,345.40

36	36	11.00	622.70	242.00	864.70	3,458.80
37	37	11.00	622.70	242.00	864.70	3,458.80
38	38	16.00	905.75	352.00	1,257.75	5,031.00
39	39	20.00	1,132.20	440.00	1,572.20	6,288.80
40	40	12.00	679.30	264.00	943.30	3,773.20
41	41	12.00	679.30	264.00	943.30	3,773.20
42	42	21.00	1,188.80	462.00	1,650.80	6,603.20
43	43	17.00	962.35	374.00	1,336.35	5,345.40
44	44	11.00	622.70	242.00	864.70	3,458.80
45	45	11.00	622.70	242.00	864.70	3,458.80
46	46	16.00	905.75	352.00	1,257.75	5,031.00
47	47	20.00	1,132.20	440.00	1,572.20	6,288.80
48	48	12.00	679.30	264.00	943.30	3,773.20
49	49	12.00	679.30	264.00	943.30	3,773.20
50	50	21.00	1,188.80	462.00	1,650.80	6,603.20
51	51	17.00	962.35	374.00	1,336.35	5,345.40
52	52	11.00	622.70	242.00	864.70	3,458.80
53	53	11.00	622.70	242.00	864.70	3,458.80
54	54	16.00	905.75	352.00	1,257.75	5,031.00
55	55	20.00	1,132.20	440.00	1,572.20	6,288.80
56	56	13.00	735.95	286.00	1,021.95	4,087.80
57	57	13.00	735.95	286.00	1,021.95	4,087.80
58	58	21.00	1,188.80	462.00	1,650.80	6,603.20
59	59	18.00	1,018.95	396.00	1,414.95	5,659.80
60	60	12.00	679.30	264.00	943.30	3,773.20
61	61	12.00	679.30	264.00	943.30	3,773.20
62	62	27.00	1,528.45	594.00	2,122.45	8,489.80
63	63	23.00	1,302.00	506.00	1,808.00	7,232.00
64	64	28.00	1,585.05	616.00	2,201.05	8,804.20
		1,000.00	\$56,609.30	\$22,000.00	\$78,609.30	\$314,437.20



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0027843
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/10/2023 to 15/10/2024 at 4:00pm
The Insured	THE OWNERS OF THE VELO - 89 ABERDEEN STREET, NORTHBRIDGE SP 65326
Situation	89 ABERDEEN STREET NORTHBRIDGE WA 6003

Policies Selected

Policy 1 – Insured Property

Building: \$21,000,000
Common Area Contents: \$210,000
Loss of Rent & Temporary Accommodation (total payable): \$3,150,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$6,300,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$945,000
Escalation in Cost of Temporary Accommodation: \$315,000
Cost of Removal, Storage and Evacuation: \$315,000

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

13/10/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Schedule of Insurance

Residential Strata Insurance

The Insured	The Owners of Strata Plan 65326
Situation	89 Aberdeen Street, NORTHBRIDGE WA 6003
Units / Construction	64 Residential Units, Built 2016, 2 Storey. Brick Walls, Concrete Floors, Iron Roof.

Policies Selected

Policy 1 – Insured Property	
Building:	\$21,000,000
Common Area Contents:	\$210,000
Loss of Rent & Temporary Accommodation (total payable):	\$3,150,000
Policy 2 – Liability to Others	
Sum Insured:	\$20,000,000
Policy 3 – Voluntary Workers	
Death:	\$200,000
Total Disablement:	\$2,000 per week
Policy 4 – Fidelity Guarantee	
Sum Insured:	\$100,000
Policy 5 – Office Bearers' Legal Liability	
Sum Insured:	\$1,000,000
Policy 6 – Machinery Breakdown	
Sum Insured:	\$100,000
Policy 7 – Catastrophe Insurance	
Sum Insured:	\$6,300,000
Policy 8 – Government Audit Costs and Legal Expenses	
Government Audit Costs:	\$25,000
Appeal expenses – common property health & safety breaches:	\$100,000
Legal Defence Expenses:	\$50,000
Policy 9 – Lot owners' fixtures and improvements (per lot)	
Sum Insured:	\$250,000
Flood Cover	Included

Excesses

Policy 1 – Insured Property

Standard:	\$2,000
Water Damage/Exploratory Costs – Burst Pipes	\$10,000

Storm:	\$2,500
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Other excesses payable are shown in the Policy Wording.

Policy 7 – Machinery Breakdown

Standard:	\$1,000
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Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

PLEASE REFER TO THE POLICY WORDING FOR ALL TERMS, CONDITIONS, EXCLUSIONS AND ADDITIONAL BENEFITS

Important Information

As your Insurance Broker it is our job to highlight important matters that could impact your insurances. If any of the following information raises questions or concerns than please get in touch with us for clarification, we are here to help.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984 you have a Duty of Disclosure (**Duty**). A different Duty applies depending on the use of insurance contract i.e. contracts predominately used for personal, domestic or household use ("consumer contracts") or other non-consumer contracts (e.g. commercial / business use policies). It is the use of the policy that is the determining factor in which Duty will apply.

As a general guide, we have provided the below information to highlight the nature of these different duties however please read the PDS/Policy wording for the applicable Duty and if you are not sure, please ask your broker.

Policies for personal, domestic or household use - consumer contracts e.g. motor, home building and contents, travel, sickness & accident, consumer credit or any other policy intended for use by a consumer

You have a duty to take reasonable care not to make a misrepresentation to the insurer, before you enter the policy as well as before you renew, extend, vary or reinstate the policy. Before you do these things, you may be asked questions, the answers to which the insurer will use in deciding whether to insure you, or anyone else to be insured under the policy, and on what terms. You must answer these questions truthfully, accurately, and completely.

All other insurances Non-consumer contracts e.g. policies for use in a business

Before you enter an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their 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 any insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

Important for all insurance contracts

If you do not tell the insurer something 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 them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Remuneration, Associations and Relationships

If instructed to arrange cover for you, we will be remunerated by a commission payment from the insurer and/or charge you a broker's fee. Our employees that will assist you will be paid a market based salary. Occasionally, employees may include bonuses or incentives for achievement of set targets. These achievement or targets maybe sales or the achievement of key performance indicators and are not solely volume based.

From time to time we may receive non-monetary benefits from insurers, underwriters or other third parties. This may include but is not limited to access to technology platforms and IT support, education and training, marketing assistance and certain 'hospitality benefits' (such as tickets to sporting events, movies, bottles of wine, hampers). We do not accept any benefits where doing so could influence our advice to you, the receipt of these benefits is not based upon the volume of business. Details of these are available on a specially maintained Register which is available for your viewing.

If you elect to pay your premium utilising the services of a premium funder, we will be entitled to receive commission payments of between 0-5% of the total premium funded e.g. if your total premium is \$1,000, we will receive a maximum of \$50 being 5% of \$1,000. You can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you

Centrewest Insurance Brokers is a Steadfast Network Broker and certain Directors hold shares in Steadfast Group Limited (Steadfast). As a Steadfast Network Broker we have access to a range of member services such as technological, business and compliance resources and tools, these services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee. Steadfast has arrangements with some insurers and premium funders (**Partners**) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network and/or an arrangement with the insurer of the recommended insurance policy under which Steadfast may receive commission between 0.5 to 1.5% if you instruct us to arrange the recommended product. Steadfast is also a shareholder of some Partners.

We may also receive additional fees from Zurich Australian Insurance Limited (**Zurich**), the payment of these fees are for services rendered to Zurich and not contingent on volume or growth targets.

We sometimes pay money to others who refer you to us. These payments are made from the commission and fees you pay us and not an additional cost to you, and may be in the range of 0% to 50% of the commission or fees we receive.

For further details on any of the above information relating to remuneration, associations and relationship, please ask us or refer to our [Financial Services Guide](#).

Cancellation/Endorsement Conditions

The remuneration detailed on this invoice may include a broker fee and commission payable by the insurer. Credit Notes subsequently allowed may have a fee charged to offset the insurer's deduction of commission. Any broker fee charged is non-refundable and we reserve the right to charge a broker fee on any refund. Any interest earned on funds held in the trust account will be retained by us.

Wholesale Broker information

In some cases we use the services of a Wholesale Broker or Underwriting Agent (insurance intermediary) to access products rather than directly from the insurer. You can identify where we have used an insurance intermediary as the Tax Invoice and Schedule will show that the policy is placed via another insurance intermediary. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

Cooling Off Period

Certain insurance contracts are subject to a 14-day "cooling off period". This means that if you are not happy with your insurance contract, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable. Please refer to your PDS for further detail.

Target Market Determinations

A Target Market Determination (TMD) is a document insurers are required to publish for certain consumer and small business policies, which sets out the consumers for whom the policy is designed to be suitable for. A TMD does not form part of the Product Disclosure Statement (PDS), which remains the key document which should always be read prior to making a decision on a policy. If you would like a copy of the policy's TMD, please let us know and we will provide it to you.

Making harmless agreements, contracting out, or waiving your subrogation rights

You will often find clauses with the wording "hold harmless" and "indemnity" in leases, burglar alarm or fire protection contracts, repair, or supply agreements, and more. Make sure you look out for these terms because they could compromise your claim. If you are in doubt, contact our office.

Has anything changed?

The advice we give you is based on what we know about you. Keep us updated of any changes to your business, operations, or circumstances. This includes location changes, introducing new staff, products, services, or activities into your line of work. By keeping us informed we can ensure proper protection is in place and avoid compromising a claim. If you are in doubt as to whether an insurer should or should not be told of certain changes, please talk to us.

Insuring the Interest of Others

Most insurers exclude indemnity to other parties such as mortgagees, lessors, and principals, unless their interest is properly noted on your policy. Please check over the policy and contact our office if you need to cover the interest of any other parties.

What happens if you under-insure?

Be sure your property is insured for the full replacement value as it will have an impact on your claim. It is important to review your current sum insured as most policies contain an Under-Insurance Clause also known as "Average" or Co-Insurance" clauses. In which the insurer will only pay the relevant proportion of the loss, in accordance with the Average formula, explained below.

Full Property Replacement Value:	\$200,000
Sum Insured:	\$100,000
Therefore, you are your own insurer for	50%
Fire Claim Occurs:	\$50,000
Claim 50% of \$50,000	\$25,000

This means the insurer only pays \$25,000 – you pay \$25,000

Depending on your policy - If the Sum Insured represents at least 90% of the Insured Property, than the clause typically does not apply.

Electronic Delivery of Information

Please note that where possible we prefer to provide all correspondence and disclosure notices (including the FSG and PDS/Policy Wordings) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us accordingly and we will update our records.

Be Fair and Honest

The law requires that both the insurer and the insured to an insurance contract, must act towards each other with the utmost good faith. This means all dealings with one another are to be fair and honest. Failing to do so could compromise your claim or cause cancellation of your policy. Where the insurer fails on their part, we will assist you through the internal dispute resolution (IDR) and complaints process.

What do I do if I have a complaint?

Clients not satisfied with our services should contact our Complaints Officer on the contact details on this notice, or see our [Complaints Guide](#) which is also on our website. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. You can contact AFCA directly via GPO Box 3, Melbourne VIC 3001, call 1800 931 678 (free call), email info@afca.org.au or visit the website at www.afca.org.au.

We also subscribe to the [Insurance Brokers Code of Practice](#) by the National Insurance Brokers Association (NIBA).

We are bound by the standards of the Code, which is monitored and enforced by a Code Compliance Committee. If you do not feel our services have met the requirements of the Code, you can report the matter to the Code Compliance Committee [here](#). A copy of this Code is also available upon request or from our [website](#).

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

PROXY FORM

I/We _____ being owner(s) of

Unit/Lot No(s) _____ and entitled to vote hereby appoint:

(Co-owners including husband & wife must nominate one person to vote at the meeting)

or in his/her absence or incapacity, the Chairperson to act as my/our proxy and to amend or move motions, speak and vote on my/our behalf at the Annual General Meeting of the Strata Company to be held at 5.30pm on Monday 22nd January 2024 in the boardroom of Logiudice Property Group at 8 Preston Street, Como 6152/via teleconference, and at any adjournment thereof.

My/our Proxy is granted subject to my/our expressed conditions as follows:

Dated this _____ day of _____ 2024

OWNER

OWNER

IN THE CASE WHERE THE OWNER IS A COMPANY and where required under their Articles of Association:

The Common Seal of)
)
A.C.N. was hereunto affixed in the)
manner prescribed by its Articles of)
Association in the presence of)

DIRECTOR

DIRECTOR

NOTE:

- 1 Co-owners (e.g. Joint Tenants) MUST appoint one of the Co-owners or any other person to act as their Proxy and All Co-owners Must sign the Proxy Form.
- 2 Execution of this proxy form by a company must be in accordance with its Articles of Association.
- 3 A proxy must be a natural person who need not be an owner of the Strata Company.

PROXY FORMS SHOULD BE FORWARDED TO THIS OFFICE PRIOR TO THE DATE OF THE MEETING OR THEY MAY BE HANDED TO THE CHAIRPERSON AT THE MEETING.

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

ENDURING PROXY FORM

I/We _____ being owner(s) of

Unit/Lot No(s) _____ and entitled to vote hereby appoint:

(Co-proprietors including husband & wife must nominate one person to vote at the meeting)

or in his/her absence or incapacity, the Chairperson to act as my/our proxy and to amend or move motions, speak and vote on my/our behalf at any future General Meetings of the Strata Company until this Enduring Proxy is rescinded in writing.

Dated this _____ day of _____ 2024

OWNER

OWNER

IN THE CASE WHERE THE OWNERS IS A COMPANY and where required under their Articles of Association:

The Common Seal of)
)
A.C.N. was hereunto affixed in the)
manner prescribed by its Articles of)
Association in the presence of)

DIRECTOR

DIRECTOR

NOTE:

- 1 Co-owners (e.g. Joint Tenants) MUST appoint one of the Co-owners or any other person to act as their Proxy and All Co-owners must sign the Proxy Form.
- 2 Execution of this proxy form by a company must be in accordance with its Articles of Association.
- 3 A proxy must be a natural person who need not be a proprietor of the Strata Company.

PROXY FORMS SHOULD BE FORWARDED TO THIS OFFICE PRIOR TO THE DATE OF THE MEETING OR THEY MAY BE HANDED TO THE CHAIRPERSON AT THE MEETING.

THE OWNERS OF
VELO APARTMENTS
STRATA 65326

COUNCIL OF OWNERS

NOMINATION FORM

I/we _____

Being the Registered Owner/s of Lot/Unit No/s _____

Hereby Nominate _____

To be elected as a member of the Council of Owners _____

SIGNED

DATE

SIGNED

DATE

I

Being the Registered Owner of Lot/Unit No/s _____

HEREBY ACCEPT the Nomination to be a member of the Council of Owners.

SIGNED

DATE

Please forward completed nomination forms to Strata Managers prior to the meeting date (email:
admin@lpg.com.au)

1. ATTENDANCE/APOLOGIES/PROXIES:

Present:

PL Su	Lot 3, 6, 15, 28, 36	
MM Khan	Lot 16	
Z Paul	Lot 31, 58	Via MS Teams
M Hong	Lot 37	
CP Gabelich	Lot 41, 53	
TT Nguyen	Lot 49	Via MS Teams
K Intrada	Lot 52	Via MS Teams
B Teo	Lot 56	
S Reece	Lot 57	
JM Hidden	Lot 61	

Proxies:

JW Huang	Lot 3	Nominated PL Su
QW Huang	Lot 6	Nominated PL Su
LD & SC Hadassin	Lot 11	Nominated Chairperson
YH Law	Lot 15	Nominated PL Su
KS Lau	Lot 28	Nominated PL Su
Fastgroup Pty Ltd	Lot 31, 58	Nominated Z Paul
Oldings Holdings Pty Ltd	Lot 35	Nominated Chairperson
JY Ting	Lot 36	Nominated PL Su
HW Lau	Lot 38	Nominated Chairperson
YB Hong	Lot 46	Nominated Chairperson
JL Kee & JL Hui	Lot 48	Nominated Chairperson
PBK Kwang & B Teo	Lot 56	Nominated B Teo
NT Logan	Lot 57	Nominated S Reece
Green Space Living Pty Ltd, GB Dudley	Lot 64	Nominated Chairperson

Apologies:

Nil

Quorum:

The meeting resolved to commence at 5.57pm and the following business was conducted.

2. APPOINTMENT OF CHAIRPERSON

It was **resolved** that E Logiudice be appointed as Chairperson for the duration of the meeting.

3. STRATA MANAGER ANNUAL REPORT

The meeting discussed the Strata Managers annual report and resolved to accept the report as presented.

4. MINUTES

Meeting considered the minutes of the Annual General Meeting held on 19th December 2022. On a motion **moved** by MM Khan and **seconded** by M Hong, the meeting **resolved** to accept the minutes as a true and correct record.

Motion Carried

5. FINANCE

5.1 Financial Statements

After due consideration of the Statement of Accounts for 1st December 2022 to 30th November 2023 and on motion **moved** by P Su and **seconded** by M Hong, it was **resolved** that the Statement of Accounts be adopted as presented.

Motion Carried

5.2 Administrative Fund Budget

The meeting considered the proposed Administrative Fund Budget and on motion **moved** by MM Khan and **seconded** by B Teo the meeting resolved the proposed expenditure estimates and provisions for the period 1st December 2023 to 30th November 2024 be adopted as the Administrative Fund Budget for that period due and payable 1st March 2024, 1st June 2024, 1st September 2024 and 1st December 2024 to raise a total of \$226,434.16 including GST.

Motion Carried

5.3 Reserve Fund Budget

The meeting considered the proposed Reserve Fund Budget and resolved on motion **moved** CP Gabelich and **seconded** by B Teo, it was **resolved** the expenditure estimates and provisions for the period 1st December 2023 to 30th November 2024 be adopted as the Reserve Fund Budget for that period due and payable on 1st March 2024, 1st June 2024, 1st September 2024 & 1st December 2024 to raise a total of \$88,000.00 including GST.

Motion Carried

6. SPECIAL BUSINESS

6.1 Election of Council of Owners

The meeting considered the election of Council members, and it was **resolved** that the number for the Council would be seven(7). Nominations for the Council of Owners were received from the following:

- MM Khan Lot 16
- Z Paul Lot 31
- M Hong Lot 37
- CP Gabelich Lot 41
- TT Nguyen Lot 49
- K Intrada Lot 52
- JM Hidden Lot 61

There being no further nominations, the foregoing were duly elected.

6.2 Appointment of Strata Company Manager

Motion on Notice

The strata company resolves by ordinary resolution that the Strata Company be directed to re-appoint Logiudice Property Group as strata company managers for the following 36 months in accordance with the budgeted fees, and a member of the Strata Council be authorised to sign the agreement on behalf of the strata company.

On a motion **moved** by CP Gabelich and **seconded** by B Teo, it was **resolved** that Logiudice Property Group be appointed as the strata company managers for the following thirty-six months.

Motion Carried

6.3 Insurance

Motion on Notice

The strata manager is directed to renew the policy when it falls due –

(a) At the current level of building sum insured;

(b) At the level of building sum insured to a figure as determined at this meeting,

or

(c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation

With all those present in favour, the meeting **resolved** to proceed with option (a) - The strata manager is directed to renew the current policy at the current level of building sum insured when the policy falls due

Motion Carried

6.4 Additional By-Law for Financial Year

Motion on Notice

Pursuant to Section 44 (2) of the STAA 2018, the Strata Company resolves by ordinary resolution to add the following Schedule 1 Governance By-Law 25.

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

The meeting discussed the above motion on notice and on motion **moved** by MM Khan and **seconded** by CP Gabelich, it was **resolved** by ordinary resolution that the following by-law specifying a period of 12 months ending on a different date to June 30 was added as detailed below and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

NOTE: The By-Laws will now need to be consolidated to include the additional by-law for the financial year.

Schedule 1 Governance By-Law 25:

The Financial Year of the Strata Company is the period of 12 months ending 30th November.

7. GENERAL BUSINESS

7.1 Ongoing Tenant Issues – Unit 55

The meeting discussed the ongoing issues in relation to the tenants of Unit 55. Strata has advised on numerous occasions that they are unable to report issues to the Housing Authority on behalf of the owners as their complaints will not be recorded. The Housing Authority states that they will only accept complaints from residents who live in the building and are directly inconvenienced by the actions of their tenants. The Council of Owners have engaged the services of Samantha Reece from the WA Apartment Advocacy board to assist with the ongoing issues in the building believed to be in relation to the tenants of Unit 55, their invitees and to also provide some advice on how to resolve the issues. S Reece advised that she would meet with the owners to discuss these issues and find a resolution by means of mediation between the owners and the Housing Minister, John Carey. S Reece advised that the issue will be resolved between 2 to 3hrs and at a cost of \$100/hr. After further discussion, it was agreed to appoint S Reece to advise the CoO and the Strata Manager is to contact S Reece to arrange a time to meet.

Action – CoO, S Reece and Strata Manager

NOTE: It was agreed to a limit of \$500 to engage S Reece's services.

7.2 Balcony Roof Leaks – Unit 49

T Nguyen advised that there has been an ongoing issue where water is leaking through the balcony ceiling from the unit above. The Strata Manager advised they would contact the owner of the above unit (Unit 57) and direct them to investigate the issue further and repair as required.

Action – Strata Manager

7.3 Installation of Additional CCTV Cameras – Lifts

The meeting discussed installing additional cameras in the lifts as a result of the recent vandalism that has occurred in Lift 1. After further discussion, it was resolved the Strata Manager would obtain a quote to install additional cameras in each lift.

Action – Strata Manager

8. CLOSE:

There being no further business the meeting closed at 7.03pm.

Approved Budget to apply from 01/12/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Administrative Fund			
	Approved budget	Actual 01/12/2022-30/11/2023	Previous budget
Revenue			
Insurance Claims	0.00	18,732.30	0.00
Interest on Arrears--Admin	0.00	982.30	0.00
Levies Due--Admin	205,849.24	183,370.24	187,540.00
Recovery--Legal Fees	0.00	321.00	0.00
Recovery--Owner	0.00	1,370.00	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	1,930.00	0.00
Section 110 Certificates--EFT	0.00	1,120.00	0.00
Total revenue	205,849.24	207,825.84	187,540.00
Less expenses			
Admin--Accounting	1,000.00	920.00	1,000.00
Admin--Bank Charges	180.00	176.68	180.00
Admin--Debt Recovery Charges	0.00	40.00	0.00
Admin--Legal Fees	1,000.00	78.10	1,000.00
Admin--Management Fees--Standard	23,000.00	22,710.00	22,710.00
Admin--Section 110 Certificates	0.00	1,120.00	0.00
Admin--Storage & Archive Fees	100.00	100.00	100.00
Admin--Telephone Charges	0.00	0.00	100.00
Admin--Telephone Charges--Lift	1,000.00	968.58	500.00
Insurance--Excesses/Claims	0.00	2,500.00	0.00
Insurance--Premiums	32,000.00	31,032.65	30,000.00
Maint Bldg--Cleaning	36,000.00	35,761.70	32,000.00
Maint Bldg--Cleaning--Windows/Glass	3,150.00	3,150.00	3,150.00
Maint Bldg--Electrical Repairs	5,000.00	9,573.76	10,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	2,000.00
Maint Bldg--Fire Equipment Service & Repairs	15,000.00	16,439.34	15,000.00
Maint Bldg--General Repairs	20,000.00	16,785.63	15,000.00
Maint Bldg--Insurance Repairs	0.00	11,170.82	0.00
Maint Bldg--Lift	14,000.00	16,598.72	14,000.00
Maint Bldg--Plumbing Repairs	7,000.00	6,435.61	6,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	2,000.00	3,103.00	2,000.00
Maint Bldg--Security Doors, Gates & Fences	4,000.00	8,204.00	4,000.00
Utility--Electricity	21,000.00	20,364.62	21,000.00
Utility--Water Consumption	12,000.00	11,595.53	7,500.00
Utility--Water Corp Annual Service Charge	350.00	345.21	300.00
Total expenses	199,580.00	220,883.95	187,540.00
Surplus/Deficit	6,269.24	(13,058.11)	0.00

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Opening balance	(6,269.24)	6,788.87	6,788.87
Closing balance	\$0.00	-\$6,269.24	\$6,788.87
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$226.43		\$206.29
Budgeted standard levy revenue	205,849.24		187,540.00
Add GST	20,584.92		18,754.00
Amount to raise in levies including GST	\$226,434.16		\$206,294.00

Reserve Fund			
	Approved budget	Actual 01/12/2022-30/11/2023	Previous budget
Revenue			
Interest on Arrears--Reserve	0.00	230.59	0.00
Levies Due--Reserve	80,000.00	72,500.00	80,000.00
Total revenue	80,000.00	72,730.59	80,000.00
Less expenses			
Maint Bldg--General Repairs	20,000.00	8,590.00	0.00
Maint Bldg--Waterproofing Repairs	10,000.00	15,202.71	50,000.00
Special Projects--Security System/Cameras	0.00	21,467.00	15,000.00
Total expenses	30,000.00	45,259.71	65,000.00
Surplus/Deficit	50,000.00	27,470.88	15,000.00
Opening balance	45,429.67	17,958.79	17,958.79
Closing balance	\$95,429.67	\$45,429.67	\$32,958.79
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$88.00		\$88.00
Budgeted standard levy revenue	80,000.00		80,000.00
Add GST	8,000.00		8,000.00
Amount to raise in levies including GST	\$88,000.00		\$88,000.00

Approved Levy Schedule to apply from 01/12/2023

Velo Apartments - Strata Plan 65326

89 Aberdeen Street, NORTHBRIDGE WA 6003

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	18.00	1,018.95	396.00	1,414.95	5,659.80
2	2	17.00	962.35	374.00	1,336.35	5,345.40
3	3	22.00	1,245.40	484.00	1,729.40	6,917.60
4	4	17.00	962.35	374.00	1,336.35	5,345.40
5	5	16.00	905.75	352.00	1,257.75	5,031.00
6	6	21.00	1,188.80	462.00	1,650.80	6,603.20
7	7	11.00	622.70	242.00	864.70	3,458.80
8	8	11.00	622.70	242.00	864.70	3,458.80
9	9	20.00	1,132.20	440.00	1,572.20	6,288.80
10	10	16.00	905.75	352.00	1,257.75	5,031.00
11	11	11.00	622.70	242.00	864.70	3,458.80
12	12	11.00	622.70	242.00	864.70	3,458.80
13	13	15.00	849.15	330.00	1,179.15	4,716.60
14	14	14.00	792.55	308.00	1,100.55	4,402.20
15	15	19.00	1,075.60	418.00	1,493.60	5,974.40
16	16	12.00	679.30	264.00	943.30	3,773.20
17	17	12.00	679.30	264.00	943.30	3,773.20
18	18	20.00	1,132.20	440.00	1,572.20	6,288.80
19	19	16.00	905.75	352.00	1,257.75	5,031.00
20	20	11.00	622.70	242.00	864.70	3,458.80
21	21	11.00	622.70	242.00	864.70	3,458.80
22	22	15.00	849.15	330.00	1,179.15	4,716.60
23	23	19.00	1,075.60	418.00	1,493.60	5,974.40
24	24	12.00	679.30	264.00	943.30	3,773.20
25	25	12.00	679.30	264.00	943.30	3,773.20
26	26	20.00	1,132.20	440.00	1,572.20	6,288.80
27	27	16.00	905.75	352.00	1,257.75	5,031.00
28	28	11.00	622.70	242.00	864.70	3,458.80
29	29	11.00	622.70	242.00	864.70	3,458.80
30	30	16.00	905.75	352.00	1,257.75	5,031.00
31	31	20.00	1,132.20	440.00	1,572.20	6,288.80
32	32	12.00	679.30	264.00	943.30	3,773.20
33	33	12.00	679.30	264.00	943.30	3,773.20
34	34	21.00	1,188.80	462.00	1,650.80	6,603.20
35	35	17.00	962.35	374.00	1,336.35	5,345.40

36	36	11.00	622.70	242.00	864.70	3,458.80
37	37	11.00	622.70	242.00	864.70	3,458.80
38	38	16.00	905.75	352.00	1,257.75	5,031.00
39	39	20.00	1,132.20	440.00	1,572.20	6,288.80
40	40	12.00	679.30	264.00	943.30	3,773.20
41	41	12.00	679.30	264.00	943.30	3,773.20
42	42	21.00	1,188.80	462.00	1,650.80	6,603.20
43	43	17.00	962.35	374.00	1,336.35	5,345.40
44	44	11.00	622.70	242.00	864.70	3,458.80
45	45	11.00	622.70	242.00	864.70	3,458.80
46	46	16.00	905.75	352.00	1,257.75	5,031.00
47	47	20.00	1,132.20	440.00	1,572.20	6,288.80
48	48	12.00	679.30	264.00	943.30	3,773.20
49	49	12.00	679.30	264.00	943.30	3,773.20
50	50	21.00	1,188.80	462.00	1,650.80	6,603.20
51	51	17.00	962.35	374.00	1,336.35	5,345.40
52	52	11.00	622.70	242.00	864.70	3,458.80
53	53	11.00	622.70	242.00	864.70	3,458.80
54	54	16.00	905.75	352.00	1,257.75	5,031.00
55	55	20.00	1,132.20	440.00	1,572.20	6,288.80
56	56	13.00	735.95	286.00	1,021.95	4,087.80
57	57	13.00	735.95	286.00	1,021.95	4,087.80
58	58	21.00	1,188.80	462.00	1,650.80	6,603.20
59	59	18.00	1,018.95	396.00	1,414.95	5,659.80
60	60	12.00	679.30	264.00	943.30	3,773.20
61	61	12.00	679.30	264.00	943.30	3,773.20
62	62	27.00	1,528.45	594.00	2,122.45	8,489.80
63	63	23.00	1,302.00	506.00	1,808.00	7,232.00
64	64	28.00	1,585.05	616.00	2,201.05	8,804.20
		1,000.00	\$56,609.30	\$22,000.00	\$78,609.30	\$314,437.20



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0027843
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/10/2025 to 15/10/2026 at 4:00pm
The Insured	THE OWNERS OF THE VELO - 89 ABERDEEN STREET, NORTHBRIDGE SP 65326
Situation	89 ABERDEEN STREET NORTHBRIDGE WA 6003

Sections

Section 1 – Insured Property

Building: \$28,600,000
Common Area Contents: \$286,000
Loss of Rent & Temporary Accommodation (total payable): \$4,290,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$8,580,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,287,000
Escalation in Cost of Temporary Accommodation: \$429,000
Cost of Removal, Storage and Evacuation: \$429,000
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

26/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Residential Strata Insurance

The Insured Situation	Owners of Strata Plan 65326 89 Aberdeen Street, Northbridge WA 6003
Policy Number	HU0027843
Policy Period	From 15/10/2025 To 15/10/2026 at 4:00pm

Sections

Policy 1 – Insured Property	
Building:	\$28,600,000
Common Area Contents:	\$286,000
Loss of Rent & Temporary Accommodation (total payable):	\$4,290,000
Lot Owners' Fixtures and Improvements (per lot):	\$250,000
Optional Extensions:	
Catastrophe Insurance Sum Insured:	\$8,580,000
Extended Cover - Loss of Rent & Temporary Accommodation:	\$1,287,000
Escalation in Cost of Temporary Accommodation:	\$429,000
Cost of Removal, Storage and Evacuation	\$429,000
Machinery Breakdown:	\$100,000
Lot Owners' Contents inclusion (per lot):	Not Selected

Policy 2 – Liability to Others	
Sum Insured:	\$20,000,000

Policy 3 – Voluntary Workers	
Death:	\$300,000

Total Disablement:	\$3,000 per week
--------------------	------------------

Policy 4 – Fidelity Guarantee	
Sum Insured:	\$250,000

Policy 5 – Office Bearers' Legal Liability	
Sum Insured:	\$5,000,000

Policy 6 – Government Audit Costs and Legal Expenses	
Government Audit Costs:	\$25,000
Appeal expenses – common property health & safety breaches:	\$100,000

Legal Defence Expenses:	\$50,000
-------------------------	----------

Flood Cover	Included
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Excesses

Policy 1 – Insured Property	
Standard:	\$2,000
Water Damage:	\$10,000
Exploratory Costs – Burst Pipes:	\$10,000
Storm:	\$2,500

Unoccupancy: \$2,000

Optional Extensions – Excesses

Machinery Breakdown: \$1,000

Other excesses payable are shown in the Policy Wording.

Excesses – Explanatory Notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, you must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging, or overflowing of tanks, apparatus or pipes.
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Important Information

As your Insurance Broker it is our job to highlight important matters that could impact your insurances. If any of the following information raises questions or concerns than please get in touch with us for clarification, we are here to help.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984 you have a Duty of Disclosure (**Duty**). A different Duty applies depending on the use of insurance contract i.e. contracts predominately used for personal, domestic or household use ("consumer contracts") or other non-consumer contracts (e.g. commercial / business use policies). It is the use of the policy that is the determining factor in which Duty will apply.

As a general guide, we have provided the below information to highlight the nature of these different duties however please read the PDS/Policy wording for the applicable Duty and if you are not sure, please ask your broker.

Policies for personal, domestic or household use - consumer contracts e.g. motor, home building and contents, travel, sickness & accident, consumer credit or any other policy intended for use by a consumer

You have a duty to take reasonable care not to make a misrepresentation to the insurer, before you enter the policy as well as before you renew, extend, vary or reinstate the policy. Before you do these things, you may be asked questions, the answers to which the insurer will use in deciding whether to insure you, or anyone else to be insured under the policy, and on what terms. You must answer these questions truthfully, accurately, and completely.

All other insurances Non-consumer contracts e.g. policies for use in a business

Before you enter an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their 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 any insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

Important for all insurance contracts

If you do not tell the insurer something 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 them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Remuneration, Associations and Relationships

If instructed to arrange cover for you, we will be remunerated by a commission payment from the insurer and/or charge you a broker's fee. Our employees that will assist you will be paid a market based salary. Occasionally, employees may include bonuses or incentives for achievement of set targets. These achievement or targets maybe sales or the achievement of key performance indicators and are not solely volume based.

We have arrangements with certain Strata Managers (distributors) to deal in strata insurance products on our behalf. Our distributors will be paid a Distributor Fee of up to 20% of the premium which will be applied to all new business, renewals and variations managed by the distributors.

From time to time, we may receive non-monetary benefits from insurers, underwriters or other third parties. This may include but is not limited to access to technology platforms and IT support, education and training, marketing assistance and certain 'hospitality benefits' (such as tickets to sporting events, movies, bottles of wine, hampers). We do not accept any benefits where doing so could influence our advice to you, the receipt of these benefits is not based upon the volume of business. Details of these are available on a specially maintained Register which is available for your viewing.

If you elect to pay your premium utilising the services of a premium funder, we will be entitled to receive commission payments of between 0-5% of the total premium funded e.g. if your total premium is \$1,000, we will receive a maximum of \$50 being 5% of \$1,000. You can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you

Centrewest Insurance Brokers is a Steadfast Network Broker and certain Directors hold shares in Steadfast Group Limited (**Steadfast**). As a Steadfast Network Broker we have access to a range of member services such as technological, business and compliance resources and tools, these services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee. Steadfast has arrangements with some insurers and premium funders (**Partners**) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

We may also receive additional fees from Zurich Australian Insurance Limited (**Zurich**), the payment of these fees are for services rendered to Zurich and not contingent on volume or growth targets.

We sometimes pay money to others who refer you to us. These payments are made from the commission and fees you pay us and not an additional cost to you, and may be in the range of 0% to 50% of the commission or fees we receive.

For further details on any of the above information relating to remuneration, associations and relationship, please ask us or refer to our [Financial Services Guide](#).

Cancellation/Endorsement Conditions

The remuneration detailed on this invoice may include a broker fee and commission payable by the insurer. Credit Notes subsequently allowed may have a fee charged to offset the insurer's deduction of commission. Any broker fee charged is non-refundable and we reserve the right to charge a broker fee on any refund. Any interest earned on funds held in the trust account will be retained by us.

Wholesale Broker information

In some cases we use the services of a Wholesale Broker or Underwriting Agent (insurance intermediary) to access products rather than directly from the insurer. You can identify where we have used an insurance intermediary as the Tax Invoice and Schedule will show that the policy is placed via another insurance intermediary. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

Cooling Off Period

Certain insurance contracts are subject to a 14-day "cooling off period". This means that if you are not happy with your insurance contract, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable. Please refer to your PDS for further detail.

Target Market Determinations

A Target Market Determination (TMD) is a document insurers are required to publish for certain consumer and small business policies, which sets out the consumers for whom the policy is designed to be suitable for. A TMD does not form part of the Product Disclosure Statement (PDS), which remains the key document which should always be read prior to making a decision on a policy. If you would like a copy of the policy's TMD, please let us know and we will provide it to you.

Making harmless agreements, contracting out, or waiving your subrogation rights

You will often find clauses with the wording "hold harmless" and "indemnity" in leases, burglar alarm or fire protection contracts, repair, or supply agreements, and more. Make sure you look out for these terms because they could compromise your claim. If you are in doubt, contact our office.

Has anything changed?

The advice we give you is based on what we know about you. Keep us updated of any changes to your business, operations, or circumstances. This includes location changes, introducing new staff, products, services, or activities into your line of work. By keeping us informed we can ensure proper protection is in place and avoid compromising a claim. If you are in doubt as to whether an insurer should or should not be told of certain changes, please talk to us.

Electronic Delivery of Information

Please note that where possible we prefer to provide all correspondence and disclosure notices (including the FSG and PDS/Policy Wordings) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us accordingly and we will update our records.

What happens if you under-insure?

Be sure your property is insured for the full replacement value as it will have an impact on your claim. It is important to review your current sum insured as most policies contain an Under-Insurance Clause also known as "Average" or Co-Insurance" clauses. In which the insurer will only pay the relevant proportion of the loss, in accordance with the Average formula, explained below.

Full Property Replacement Value:	\$200,000
Sum Insured:	\$100,000
Therefore, you are your own insurer for	50%
Fire Claim Occurs:	\$50,000
Claim 50% of \$50,000	\$25,000

This means the insurer only pays \$25,000 – you pay \$25,000

Depending on your policy - If the Sum Insured represents at least 90% of the Insured Property, then the clause typically does not apply.

Insuring the Interest of Others

Most insurers exclude indemnity to other parties such as mortgagees, lessors, and principals, unless their interest is properly noted on your policy. Please check over the policy and contact our office if you need to cover the interest of any other parties.

Be Fair and Honest

The law requires that both the insurer and the insured to an insurance contract, must act towards each other with the utmost good faith. This means all dealings with one another are to be fair and honest. Failing to do so could compromise your claim or cause cancellation of your policy. Where the insurer fails on their part, we will assist you through the internal dispute resolution (IDR) and complaints process.

What do I do if I have a complaint?

Clients not satisfied with our services should contact our Complaints Officer on the contact details on this notice, or see our [Complaints Guide](#) which is also on our website. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. You can contact AFCA directly via GPO Box 3, Melbourne VIC 3001, call 1800 931 678 (free call), email info@afca.org.au or visit the website at www.afca.org.au.

We also subscribe to the [Insurance Brokers Code of Practice](#) by the National Insurance Brokers Association (NIBA).

We are bound by the standards of the Code, which is monitored and enforced by a Code Compliance Committee. If you do not feel our services have met the requirements of the Code, you can report the matter to the Code Compliance Committee [here](#). A copy of this Code is also available upon request or from our [website](#).

Velo Apartments
89 Aberdeen Street, Northbridge, WA 6003
SP65326



**10 Year Maintenance Plan and
Reserve Fund Forecast**

**On Behalf of
Logiudice Property Group**

Prepared By:
Oban Group Pty Ltd
6/896 Canning Highway, Applecross, WA 6153
www.obangroup.com.au
works@obangroup.com.au

13th July 2021
179

Quality Assurance

Quality Assurance

Rev	Status	Prepared by	Checked by	Date
1	Issued	Chris Roeves MRICS Chartered Building Surveyor	David English	19.07.2021

Document Distribution

Issued to	Company	No. Copies	Date
John Monahan	Oban Group	1	19.07.2021

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Information contained in the Report is current as at the date of the Report, and may not reflect any event or circumstances which occur after the date of the Report. Refer also to limitations in section 3 of the Report.

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Contents

1. Introduction
2. Methodology
3. Limitations
4. Property Overview
5. Cost Estimate
6. Use of the Database

1. Introduction

- 1.1 This building inspection is intended to record the condition of the premises at Velo Apartments, 89 Aberdeen Street, Northbridge, WA 6003 in order to identify current defects with the site, along with potential capital expenditure as part of a 10 Year Maintenance Plan and Reserve Fund Forecast.



- 1.2 The site inspection was undertaken on 13th July 2021.
- 1.3 As a guide to significant / short term works, the following is recommended:

	
Investigate and Repair Water Seepage	Repair Water Seepage Level 3 Stores

2. Methodology

- 2.1 At a high level, the report identifies elements which are not as per the expected condition, or performing as required based upon the age of the premises. The report includes a location of the element, risk rating and estimated cost of the works. This includes common property items which are the responsibility of the Body Corporate.

3. Limitations

- 3.1 This Schedule does not constitute a building survey and is only intended to record the condition of the building fabric and exposed finishes. The report should be read in conjunction with the attached MS Excel spreadsheet, which provides details of the works on an elemental basis.
- 3.2 In preparation of this Schedule no tests have been carried out on any service installations such as heating, alarm systems, emergency lighting, and smoke or heat detectors.
- 3.3 It has been assumed that visible service installations (AC) have been installed by the Unit owner and are not the responsibility of the strata.
- 3.4 We advise that we have not inspected parts of the building built-in, covered up or otherwise made inaccessible, and therefore cannot comment as to whether they are free from defect or infestation. We also advise that we have not tested services or carried out tests for any deleterious materials.
- 3.5 We have not commented on any environmental issues, hazardous materials and the like and did not form part of the brief.
- 3.6 For-construction drawings were viewed on site.
- 3.7 We have used AS4349.1; 2007 in determining safe access to complete the inspection. This is at the sole discretion of the inspector.
- 3.8 The report is not a specification of works and should not be used as 'design documentation' for works. Quantities may be manipulated to reflect a more accurate pricing for works.
- 3.9 No costs are included for access to complete the works. This should be calculated once the works have been scoped and scheduled.
- 3.10 The inspection is not a formal building defects inspections to be used as evidence in any Builders Warranty Claim. A formal Defects Inspection is recommended to address these specific issues.

4. Property Overview

Client	Logiudice				
Site	Velo Apartments, 89 Aberdeen Street, Northbridge, WA 6003				
Building Type	Concrete panel with metal deck roof	Inspector	Chris Roeves	Inspection Date	13.07.2021

Building Age	6	Functionality	A1	Est Remaining Life	50
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Building Functionality Rating	
A1 – Meets Service Delivery Fully	B1 – Meets Service Delivery But Could be Improved
C1 – Just Meets Service Delivery	D1 – Does Not Meet Service Delivery
E1 – N/A	

Building Construction Details			
Floors	Concrete	Roof Frame	Steel
External Walls	Concrete	Roof Cover	Concrete
Internal Walls	Brick	Other	N /A
Additional Factors Affecting Building Condition			

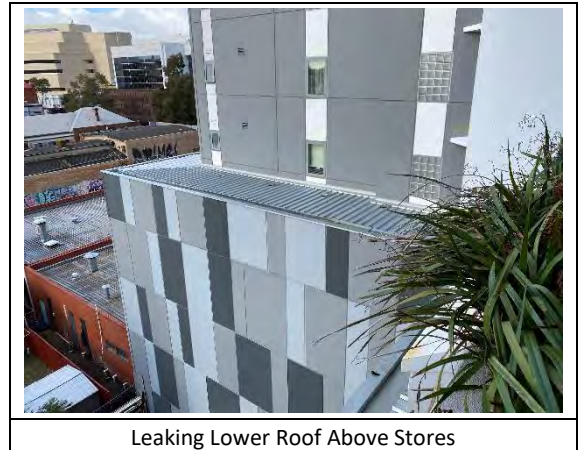
Overall Building Condition					A
A – As New	B – Good	C – Fair	D – Poor	E – Failed	

Element Name	Condition	Element Name	Condition
External Sewer Drainage	A	Sub Structure	A
Stormwater Drainage	B	External Walls	A
Boundary Walls, Fencing and Gates	B	External Windows	B
Landscaping and Improvements	A	External Doors	A
Roads, Footpaths and Paved Areas	A	Staircase	A
External Fire Protection	A	Roof	A
External Gas	N/A	Roof Eaves	A
External Water Supply	A	Roof Fascia	N/A
External Communication	A	Gutters / Downpipes	A
External Electrical Light and Power	A	External Columns	A

4. Property Overview

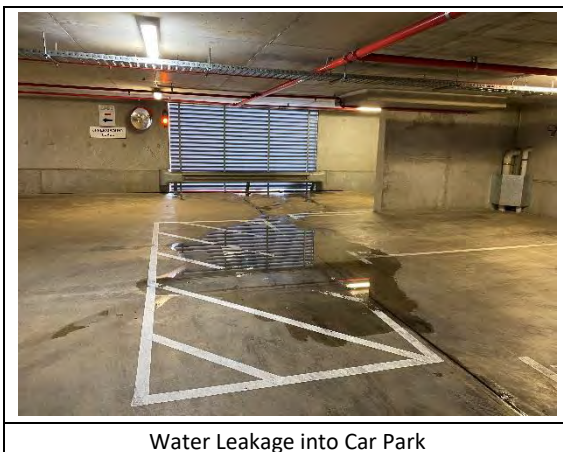
4.1 Roof Areas

- 4.1.1 The roof area is generally in good condition, with solar panels installed across large areas of the upper roof. Costs are included for the ongoing testing of the safety anchors. The lower roof above the store rooms (by Unit 12) is leaking with immediate repairs recommended.



4.2 Car Park and Grounds

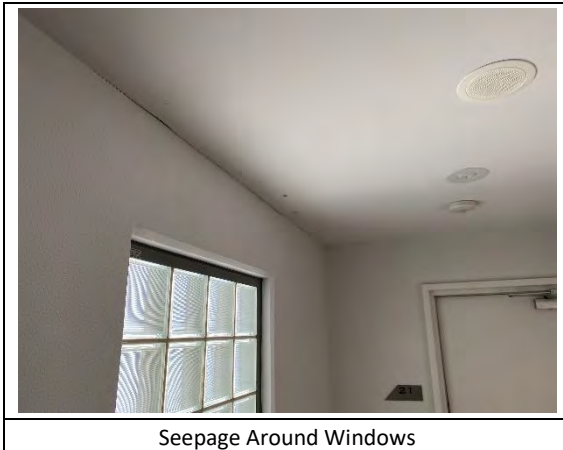
- 4.2.1 The car park areas are in good condition, although an assessment should be made into water leakage through the wall vents and lack of drainage out of the building (water is ponding centrally to the car park). Ongoing costs are also included for the waterproofing of the planter beds to the upper levels (East).



4. Property Overview

4.3 Externals

- 4.3.1 Water seepage was evident around the Luxcrete windows, to the East of the block. The seepage was generally at low level below the windows, although the ceiling above the window on Level 4 is also damp.



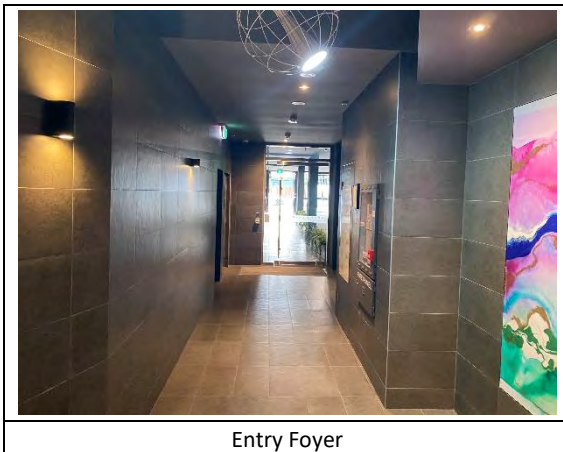
- 4.3.2 Extensive water penetration was evident within the Level 3 West store room area, positioned below the Level 4 air conditioning plant enclosure. An assessment should be made into prevention, with the plant enclosure having a tiled floor and air conditioning units mounted on the tiles.



4. Property Overview

4.4 Internals

- 4.4.1 The internal areas are generally in good condition. Ongoing repainting costs are included for the common area walls and ceilings.



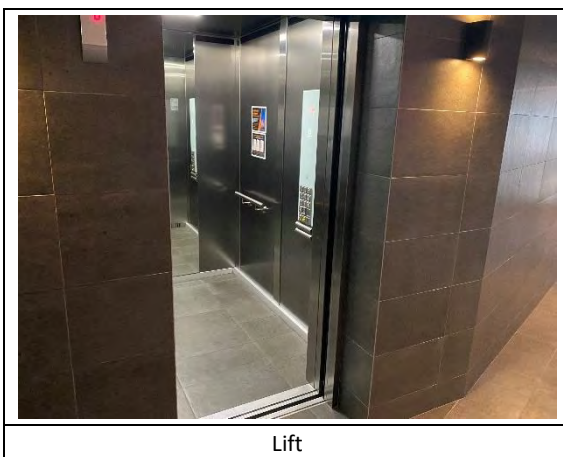
Entry Foyer



Upper Floor Hallways

4.5 Services

- 4.5.1 The lifts to the building are in good condition with costs included for ongoing maintenance. Costs are also included for the maintenance of the traffic control system to the car park area.



Lift



Traffic Control System

4. Property Overview

- 4.5.2 The hot water system in the cleaners store is in good condition with long term replacement included. The domestic water pumps, along with the stormwater and sewerage pumps are also in good condition; again, long term replacement costs are included.



Hot Water System – Cleaners Cupboard



Domestic Water Pumps

- 4.5.3 The buildings are covered by a sprinkler system, with pump room accessed off the car park and fire panel located in the entry foyer. The systems are original with ongoing maintenance costs included (annual lump sum).



Fire Pump Room



Fire Panel

5. Cost Estimate

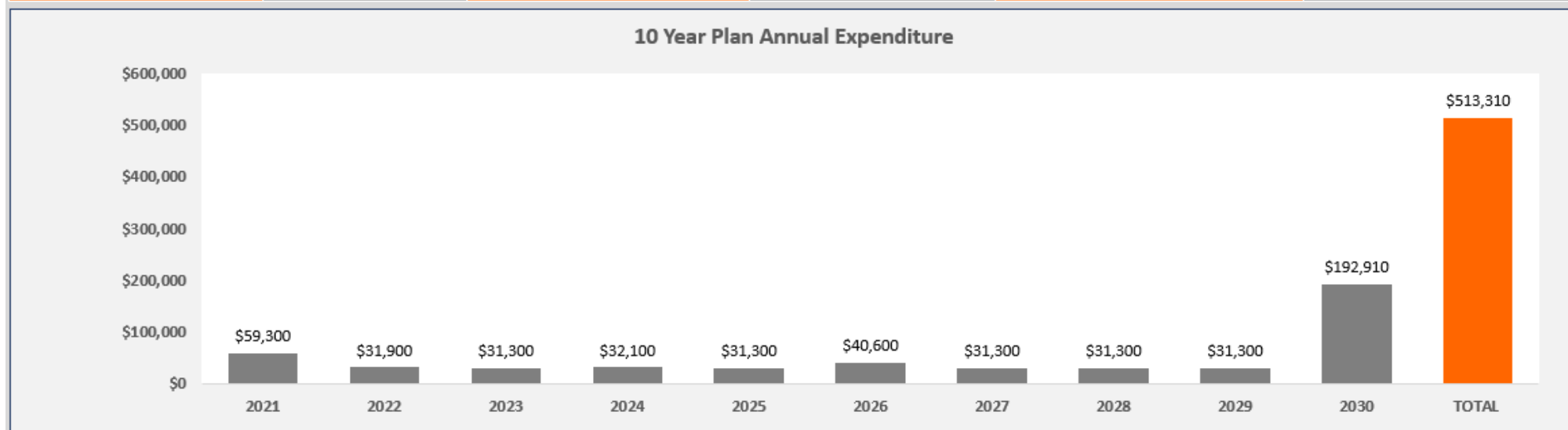
5.1 10 Year Cost Plan

10 Year Maintenance Plan has been developed to show the short term works requirements for the property

10 Year Plan Estimates by Maintenance Types

Year	1	2	3	4	5	6	7	8	9	10	
Maintenance Types	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	TOTAL
Defect	\$28,000	\$0	\$0	\$800	\$0	\$1,800	\$0	\$0	\$0	\$0	\$30,600
Maintenance	\$31,300	\$31,900	\$31,300	\$31,300	\$31,300	\$38,800	\$31,300	\$31,300	\$31,300	\$192,910	\$482,710
Total	\$59,300	\$31,900	\$31,300	\$32,100	\$31,300	\$40,600	\$31,300	\$31,300	\$31,300	\$192,910	\$513,310

10 Year Forecast Total	\$513,310	Immediate Expenditure	\$59,300	Significant Expenditure Year	\$192,910
		2021		2030	



5. Cost Estimate

5.2 10 Year Plan by Asset Category

The 10 Year Capex Plan has been developed to show the works requirements for the property and includes an annual uplift of 1.5%. The works are allocated in the recommended year for replacement as a lump sum cost.

10 Year Plan Estimates by Capex

Capital Types	Year	1	2	3	4	5	6	7	8	9	10	TOTAL
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Capex		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,358	\$32,358
Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,358	\$32,358

5. Cost Estimate

Life Cycle Cost Estimates Calculation

Elements and their Components	Life Expectancy (Years)	10 Year Capex Replacement and Refurbishment Timing									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Door Motor (Entry) - Replace door motor	10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,062
Pumps (Car Park) - Replace submersible / stormwater pumps	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,145
Pumps (Domestic Pump Room) - Replace domestic water pump	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,575
Pumps (Domestic Pump Room) - Replace pressure vessel	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,372
Pumps (Domestic Pump Room) - Replace sewerage pump	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,145
Hot Water (Cleaners Room) - Replace storage cylinder HWU	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,058
Total Capex Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,358

5. Cost Estimate

5.3 Life cycle cost estimates

The following provides an estimate of life cycle costs. These are shown in the table below and the lifecycle that is indicated. The costs shown provide the estimate annual contribution required to fund the replacement in the designated year. A 10% contingency is also added.

Life Cycle Cost Estimates Calculation

Elements and their Components	Life Expectancy (Years)	10 Year Capex Replacement and Refurbishment Annual Requirement									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Door Motor (Entry) - Replace door motor	10	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006	\$1,006
Pumps (Car Park) - Replace submersible / stormwater pumps	15	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515
Pumps (Domestic Pump Room) - Replace domestic water pump	12	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858
Pumps (Domestic Pump Room) - Replace pressure vessel	12	\$137	\$137	\$137	\$137	\$137	\$137	\$137	\$137	\$137	\$137
Pumps (Domestic Pump Room) - Replace sewerage pump	12	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515	\$515
Hot Water (Cleaners Room) - Replace storage cylinder HWU	12	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206
	Cost	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236	\$3,236
	Contingency @ 10%	\$324	\$324	\$324	\$324	\$324	\$324	\$324	\$324	\$324	\$324
	TOTAL COST	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559

5. Cost Estimate

5.4 Reserve Fund Annual Levy Calculation

Reserve Fund Annual Levy Estimate Calculation

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Total Capex Cost (Drawdown)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,358	\$32,358
Annual Levy (Amortised Capex)	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$3,559	\$35,594
Retained Funds	\$3,559	\$7,119	\$10,678	\$14,237	\$17,797	\$21,356	\$24,916	\$28,475	\$32,034	\$3,236	\$3,236

RESERVE FUND QUALIFICATIONS

The table above provides an estimate of the annual reserve fund levy that should be applied to ensure funds are available when required.

The levy is based on the previous table that has inflation built into the costs as well as a 10% contingency.

The costs includes GST.

The reserve fund estimate should be re-estimated every 5 years and levy adjusted.

The estimated levy does not take into account interest earnings on the retained funds.

6. Database

6.1 Overview of the Database

The figures contained within Section 5, are based upon the costs generated within the MS Excel 2007 Database, which is attached to this report.

The Database enables the user to search by specific items, across a number of levels. For example, the user could obtain the cost and quantity for external door painting by searching as follows: search by Trade (Painter), Work Type (Maintenance), and Specific Item (External Joinery). The database will then display all items within this search field. The database columns are as follows

1. Works ID - Unique works identification number
2. Building - This identifies the specific location for the works, for example, Unit 49, or Swimming Pool Changing
3. Location – The column identifies the specific location, for example, Roof or east elevation
4. Category – This is the specific building element, such as Drainage, Roof Covering etc.
5. Definitions - Defect / Maintenance / Capex – This specifies the type of work item.
 - Defect – A defect is an element which is not performing as intended and requires repair or replacement to place back in a fully functional state. Typical examples include a deteriorated road surface.
 - Maintenance – Works to be undertaken to maintain the element operating as intended. Typical examples include repainting external doors.
 - Capex – Works which are an upgrade of the existing element to provide an improved or replacement item whilst the existing element is still functional. Typical examples includes upgrades of air conditioning systems at the end of their projected lifespan.
6. Element – The element is the specific item which requires the works, for example Guttering or Downpipes, and is the next step from Category
7. Works Description – The text describes the issue with the Element, for example, gutters leaking at joints
8. Trade – The works have been allocated to specific trades to assist with creating works package
9. Quantity – the quantity is only provided as a number, and should be interpreted against the type of works – for example, painting will be square metres, whereas Electrical testing will be the number of units needing testing
10. Unit Cost – this is the estimated cost for an individual piece of work, such as 1m² of painting. The costs are in isolation, and do not alter with quantity.
11. Cost – the cost is the sum of the Unit Cost and quantity
12. Priority / Frequency – The column details the timeline for the works, with Defects and Replacement to be completed within the time stated, whereas maintenance items are to be repeated as per the frequency stated. The timelines used in the report following discussion with the client were
 - Immediate
 - 0-12 Months
 - 12-36 Months
 - 36-60 months
 - 60-120 months

6. Database

13. Works Notes – the notes column is used to provide additional detail regarding the specific item, and is also used as the Asset Register Section, to provide Make, Model Number etc. for Hot Water Units, Air Conditioning Split Systems etc.
14. The age is the estimated age of the element.
 - New
 - 1-3 Years
 - 3-5 Years
 - 5-10 Years
 - 10+ Years
15. Condition - The condition is the current condition of the element
 - A - As New
 - B - Good Condition – Minor Deterioration
 - C - Fair Condition – Damaged or Worn, but not failed
 - D -Poor Condition – Element Failed but can be Repaired
 - E - Failed – Element failed and cannot be repaired
 - N/A - Not applicable
16. Probability - The probability is the likelihood of the works having to be undertaken, and is a risk assessment of the likely requirement to undertake the works.
 - High Priority – Works should be undertaken to minimise risk.
 - Medium Priority – The Works may be undertaken to minimise risk, but may lead to further deterioration of the element if not attended to
 - Low – There is low risk in not undertaking the works.
17. Risk Rating - The risk rating is the driver behind undertaking the works.
 - Compliancy – Works should be undertaken to meet current standards, such as servicing and testing of fire equipment
 - Consequential Damage – Further damage will occur to the element, or other parts of the building if the recommended works are not undertaken, such as repair of roof leaks.
 - Continuous Use – The condition of the element will deteriorate due to ongoing use such as the deterioration of floor finishes.
 - Health and Safety – the works should be undertaken to prevent an OH&S issue on site
 - Image and Reputation – Works should be undertaken to maintain the image of the premises, such as the upgrade of signage, or painting of ceilings
 - Operational Efficiency – Works undertaken will improve the operational efficiency of the element, such as installing dual flush toilets
 - Security – Works are recommended which will improve the security on site
18. Severity - The severity is the level of severity of potential damage which could occur as a result of not undertaking the works. Works classed as High should be undertaken ASAP to prevent significant damage
 - High Priority – Severe damage could occur or a high risk issue could evolve if the works are not undertaken
 - Medium Priority – Moderate damage may occur
 - Low – There is low risk in not undertaking the works.
19. Make / Model - This is the make and model of the asset, such as the air conditioning units, or boilers.

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

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

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

1. Duties of owner

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

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

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

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (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-bylaw, 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.]