

609/60 Riversdale Road, Rivervale

## Precontractual Disclosure Statement to the Buyer

### Part A | General Information about strata titles schemes

#### What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

#### Instruction for the seller

**The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme.** Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

#### Information for the buyer

**The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.**

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

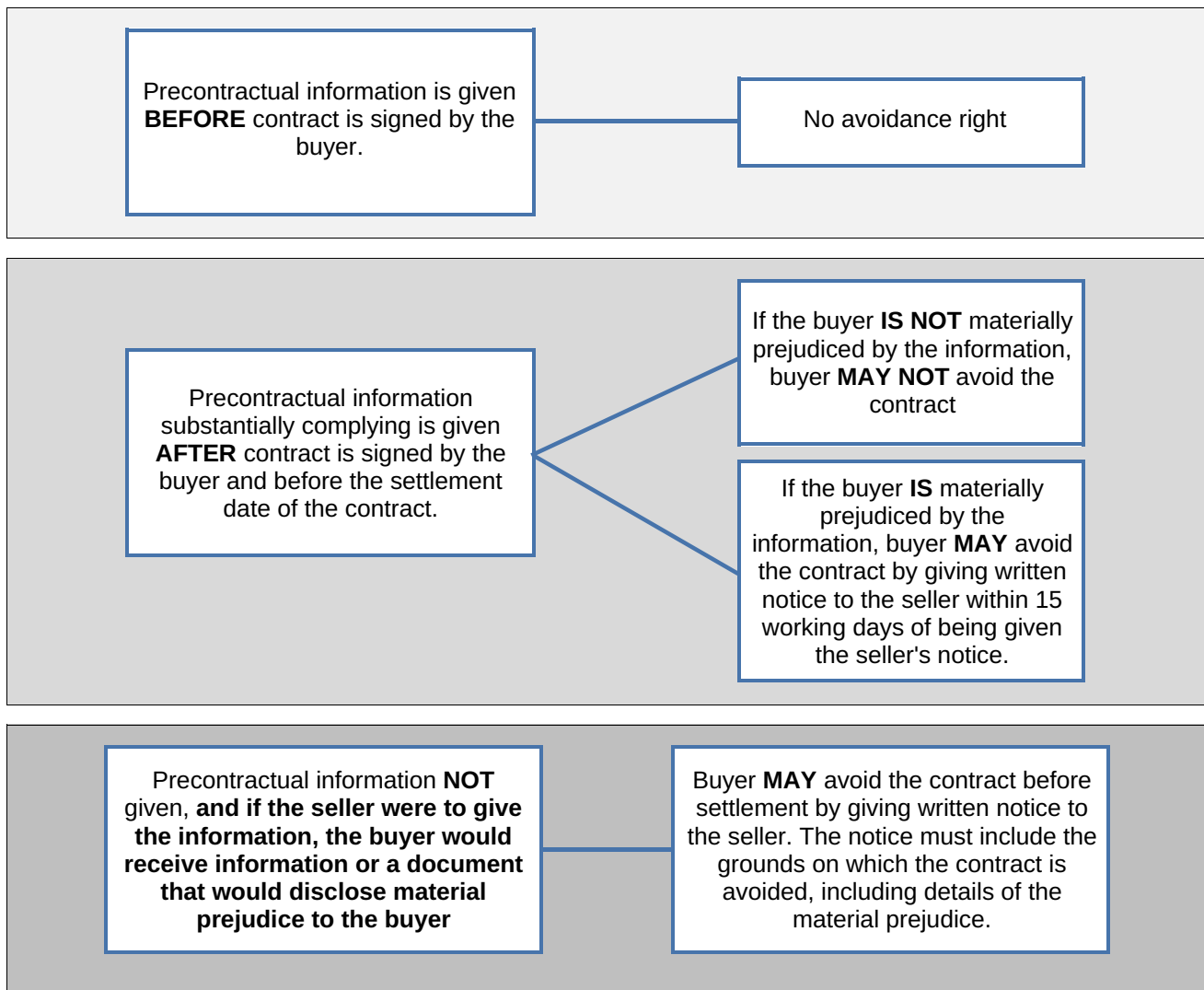
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

### Buyer's avoidance rights

#### **Avoidance rights for failure to give precontractual information to the buyer**

The buyer's right to avoid the contract for precontractual information is as follows:



### **Avoidance rights for notifiable variations**

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

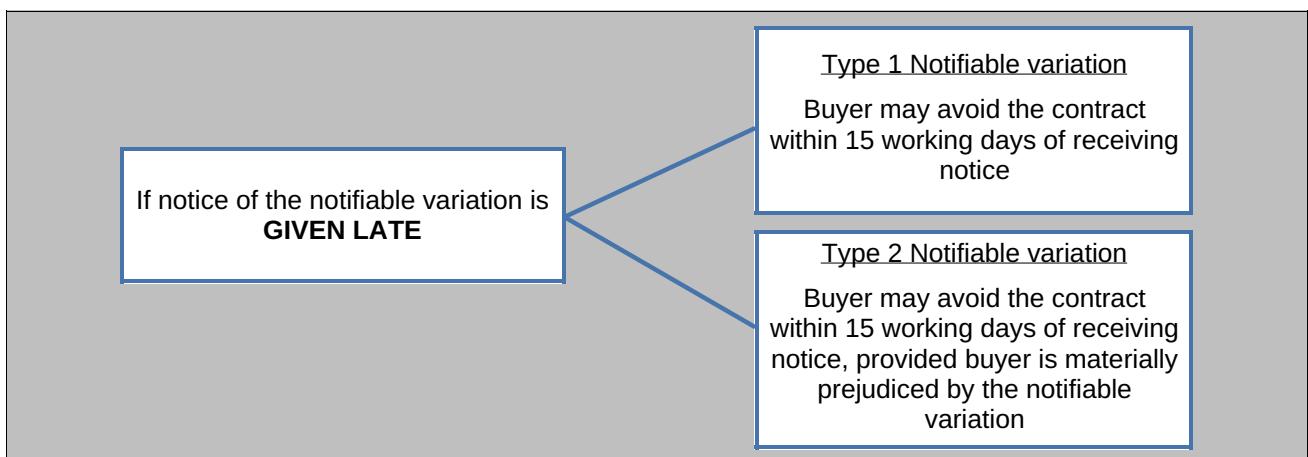
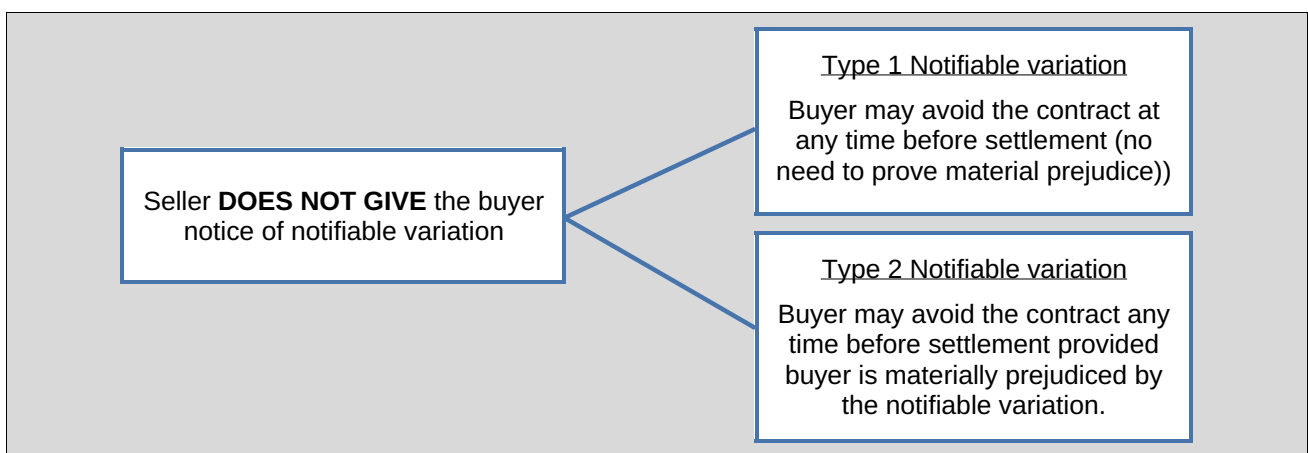
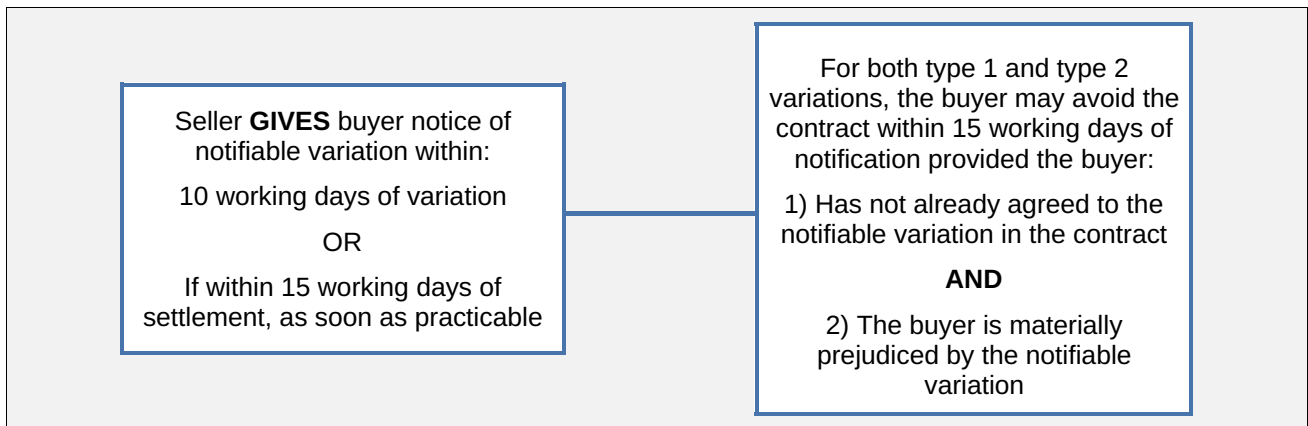
Type 1 and Type 2 notifiable variations are as follows:

<b>Type 1 Notifiable Variation</b>	<b>Type 2 Notifiable Variation</b>
<ul style="list-style-type: none"> <li>• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract.</li> <li>• The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation).</li> <li>• The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

**Buyer's right to postpone settlement**

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

**Disputes about avoidance rights to be heard in the State Administrative Tribunal**

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

# Precontractual Disclosure Statement to the Buyer

## Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

### Personal information

#### The seller(s)

Name Dawn Patricia Hughes & David Bruce Kimber

Address 609 / 60 Riversdale Road, Rivervale, WA, 6103

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

The term 'scheme' includes strata and survey-strata schemes

#### Scheme Details

Scheme name Vantage Apartments

Name of the strata company N/A

Address for service of the strata company (taken from scheme notice) N/A

Name of Strata Manager Oakfield

Address of Strata Manager 1/1050 Hay Street, West Perth, WA, 6005

Telephone/Mobile 08 6355 5225

Email admin@oakfield.com.au

The status of the scheme is:

- proposed  
 registered

The scheme type is:

- strata  
 survey-strata

The tenure type is

- freehold  
 leasehold

For leasehold only:

The scheme has a term of \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days commencing on registration of the scheme \_\_\_\_\_

If there is a registered scheme notice, the expiry day for the leasehold scheme is \_\_\_\_\_

*For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.*

**Att.**

**Scheme Documents (must be attached)**

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020). YES \_\_\_\_\_

A copy of the scheme plan showing the exact location and definition of the lot YES \_\_\_\_\_

A copy of the scheme by-laws \_\_\_\_\_

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate \_\_\_\_\_

Do the scheme by-laws include staged subdivision by-laws  no  yes

If yes, they are included with this form \_\_\_\_\_

If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided \_\_\_\_\_

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme YES \_\_\_\_\_

If this is a leasehold lot, a copy of the strata lease for the lot \_\_\_\_\_

Additional comments: \_\_\_\_\_

**Minutes (choose one option)**

A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) YES \_\_\_\_\_

A statement that the strata company does not keep minutes of its meetings\* \_\_\_\_\_

A statement of why the seller has been unable to obtain the minutes \_\_\_\_\_

Additional comments: not needed \_\_\_\_\_

**Statement of accounts (choose one option)**

The statement of accounts last prepared by the strata company YES \_\_\_\_\_

A statement that the strata company does not prepare a statement of accounts\* \_\_\_\_\_

A statement of why the seller has been unable to obtain a statement of accounts \_\_\_\_\_

*\* Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: not needed \_\_\_\_\_

### Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?  no  yes \_\_\_\_\_

If yes, attach a copy.

Lot information (choose all that apply)

**Att.**

This lot is on a registered scheme plan

This lot has not yet been created

This lot is a leasehold strata expiring on \_\_\_\_\_  
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

Lot \_\_\_\_\_ on scheme plan no. \_\_\_\_\_

*(The lot owner will also own a share in the common property of the scheme)*

### Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? \*  no  yes

If yes, describe the restriction \_\_\_\_\_

\* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

### Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property  no  yes

If yes, please give details \_\_\_\_\_

### Strata levy/contributions for the lot (choose one option)

*(Local government rates are payable by the lot owner in addition to the strata levy/contributions)*

Contributions that have been determined within the previous 12 months

If not determined, estimated contributions for 12 months after proposed settlement date

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	<u>1,797.60</u>		_____
Reserve fund:	<u>616</u>		_____
Other levy (attach details)	<u>1,113</u>		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot			\$ <u>3,526.60</u>
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other:			_____
Due dates	<u>\$881.65</u> on <u>1st Feb 2026</u>		<u>\$881.65</u> on <u>1st Aug 2026</u>
	<u>\$881.65</u> on <u>1st May 2026</u>		<u>\$881.65</u> on <u>1st Nov 2026</u>

### Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ 0

If the seller has a debt owed to a utility company, the total amount owing is \$ 0

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. \_\_\_\_\_

Additional comments: \_\_\_\_\_

## Scheme developer specific information

Information specific to the sale of a strata lot - only to be **completed if the seller of the lot is a scheme developer**

**Att.**

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

### Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. \_\_\_\_\_

Additional comments: \_\_\_\_\_

### Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?  no  yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company \_\_\_\_\_

Additional comments: \_\_\_\_\_

### Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?  no  yes

If yes, attach details including terms and conditions. \_\_\_\_\_

Additional comments: \_\_\_\_\_

### Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?  no  yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?  no  yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. \_\_\_\_\_

Additional comments: \_\_\_\_\_

## Acknowledgement by seller and buyer

**The statements by the seller and buyer relate to the following precontractual disclosures:**

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.  
Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

### Statement by the seller(s) / seller's representative

I /  **We**<sup>1</sup>, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### Statement by the buyer(s) / buyer's representative

I /  **We**<sup>1</sup>, the buyer/s, acknowledge that  I /  **we**<sup>1</sup> received Part A and Part B of the required precontractual disclosures before  I /  **We**<sup>1</sup> signed the contract of sale.

I /  **We**<sup>1</sup> understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to  **me** /  **us**<sup>1</sup>.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2972 506

## RECORD OF CERTIFICATE OF TITLE

### UNDER THE TRANSFER OF LAND ACT 1893 AND THE STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES



#### LAND DESCRIPTION:

LOT 91 ON STRATA PLAN 67408  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

#### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

DAWN PATRICIA HUGHES  
DAVID BRUCE KIMBER  
BOTH OF UNIT 609 60 RIVERSDALE ROAD RIVERVALE WA 6103  
AS JOINT TENANTS

(T P864693 ) REGISTERED 24/1/2024

#### LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

- INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- P864694 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 24/1/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

#### STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP67408  
PREVIOUS TITLE: 2132-908  
PROPERTY STREET ADDRESS: UNIT 609 60 RIVERSDALE RD, RIVERVALE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF BELMONT

<p><b>STRATA PLAN</b> <b>67408</b> SHEET 1 OF 19 SHEETS</p>	<p>PLAN OF LOT 603 ON D94929</p> <p>CERTIFICATE OF TITLE Volume 2132 Folio 908</p> <p>LOCAL GOVERNMENT CITY OF BELMONT</p> <p>FIELD RECORD 145869</p> <p>NAME OF SCHEME <b>VANTAGE APARTMENTS</b></p> <p>ADDRESS OF PARCEL 60 RIVERSDALE ROAD RIVERVALE WA 6103</p> <p>MANAGEMENT STATEMENT YES <del>NO</del> SURVEYOR'S CERTIFICATE - REG 54 RICHARD JENKINS</p> <p>hereby certify that this plan is accurate and is a correct representation of the - (a) *survey; and/or - (b) *calculations from measurements recorded in the field records. (* delete if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. Richard Jenkins 26104625154708-0800</p> <p>LICENSED SURVEYOR DATE 06-Aug-19 LODGED</p> <p>FEE PAID ASSESS No. EXAMINED MM (GF) 04-Sep-19 DATE</p> <p>WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: ..... Certificate of Approval of W.A.P.C. under Section 25B(2) of <i>Strata Titles Act 1985</i></p> <p>Delegated under S.16 P80 Act. 2005</p> <p>PLAN APPROVED DATE 04-Sep-19</p> <p>INSPECTOR OF PLANS AND SURVEYS IS-18 Licensed Surveyors Act 1909)</p> <p>SUBJECT TO Management Statement</p> <p>FOR REGISTRAR OF TITLES DATE 04-Sep-19</p> <p>O230104 REGISTERED APPLICATION 04-Sep-19 REGISTRAR OF TITLES SEAL</p>	<p>AMENDMENT BALCONY STRATUM &amp; AREAS AUDIT REQUIREMENTS</p> <p>VER. 2 3</p>	<p>AUTHORISED BY R. JENKINS R. JENKINS</p>	<p>DATE 14.8.19 22.8.19</p>														
<p><b>LOCATION PLAN</b></p> <p>SCALE 1:400 @ A3</p> <p>(metres)</p>																		
<p>Diagram labels: 3rd floor 0.31, 1st floor 1.01, 2nd floor 0.92, 2nd floor 0.17, 2nd floor 0.24, 1st floor 1.23, 1st floor 1.3, 1st floor 1.22, 2nd floor 0.36, 2nd floor 0.36, 2nd floor 0.34, 1st floor 0.34, 2nd floor 0.36.</p>																		
<p><b>INTERESTS &amp; NOTIFICATIONS</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>SUBJECT</th> <th>PURPOSE</th> <th>STATUTORY REFERENCE</th> <th>ORIGIN</th> <th>LAND BURDENED</th> <th>BENEFIT TO</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td>(A)</td> <td>MINERAL RESERVATION</td> <td>SEC 15 OF THE PUBLIC WORKS ACT</td> <td></td> <td>COMMON PROPERTY</td> <td></td> <td></td> </tr> </tbody> </table>					SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS	(A)	MINERAL RESERVATION	SEC 15 OF THE PUBLIC WORKS ACT		COMMON PROPERTY		
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HELD BY LANDGATE IN DIGITAL FORMAT ONLY

STRATA PLAN  
67408

SHEET 2 OF 19 SHEETS

ALL DISTANCES SHOWN ARE FROM THE EXTERNAL SURFACES OF THE WALLS UNLESS STATED OTHERWISE.

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.

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

THE BOUNDARIES OF THE PART LOTS WHICH ARE TERRACES ARE THE INNER SURFACES OF THEIR WALLS, EXTERNAL SURFACES OF THE BUILDING WALLS, AND EDGE OF SLAB UNLESS INDICATED OTHERWISE.

THE STRATUM OF THE TERRACE 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.

's+' INDICATES STOREROOM  
'cb' INDICATES CARBAY  
'D' - INDICATES COLUMN (COMMON PROPERTY)  
'cl col' INDICATES CENTRE LINES OF COLUMNS PRODUCED.  
'd' INDICATES DUCT.  
ALL DUCTS ARE COMMON PROPERTY.

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



BASEMENT 4

SCALE 1:250 @ A3



Revised: 16/06/2010  
2010.06.22 15:46:40 +0800  
DATE  
RZ  
LICENSED SURVEYOR  
PHONE: (08)9303 2407  
FAX: (08)9303 2408  
WEB: WWW.PSSGROUP.COM.AU  
EMAIL: ADMIN@PSSGROUP.COM.AU



FOR OTHER PARTS OF LOTS 27, 30, 31, 32, 45, 46, 57, 58, 60, 61, 62, 72, 73, 76, 92, 107, 114, 137, 153, 166, 167, 168 SEE SHEET 3  
FOR OTHER PARTS OF LOT 185 SEE SHEET 4  
FOR OTHER PARTS OF LOT 80, 63, 66, 74, 89, 109 SEE SHEET 5  
FOR OTHER PARTS OF LOT 188 SEE SHEET 6  
FOR OTHER PARTS OF LOTS 165, 166, 167, 169 - 171 INCL., 180-182 INCL., 185 SEE SHEET 7  
FOR OTHER PARTS OF LOTS 146-153 INCL., 155-157 INCL., 160, 161 SEE SHEET 8  
FOR OTHER PARTS OF LOTS 154-163 INCL., 164-165 INCL., 167-168 INCL., 169-171 INCL., 172-173 INCL., 174-175 INCL., 176-177 INCL., 178-179 INCL., 180-182 INCL., 183-184 INCL., 186-187 INCL., 188-189 INCL., 190-191 INCL., 192-193 INCL., 194-195 INCL., 196-197 INCL., 198-199 INCL., 200 INCL. SEE SHEET 10  
FOR OTHER PARTS OF LOTS 89 - 92 INCL. SEE SHEET 12  
FOR OTHER PARTS OF LOTS 72, 73, 74, 76, 77 SEE SHEET 13  
FOR OTHER PARTS OF LOTS 57, 58, 60, 61, 62, 63, 66 SEE SHEET 14  
FOR OTHER PARTS OF LOTS 42, 43, 45, 46, 48, 50 SEE SHEET 15  
FOR OTHER PARTS OF LOTS 27, 30, 31, 32 SEE SHEET 16





STRATA PLAN

67408

SHEET 5 OF 19 SHEETS

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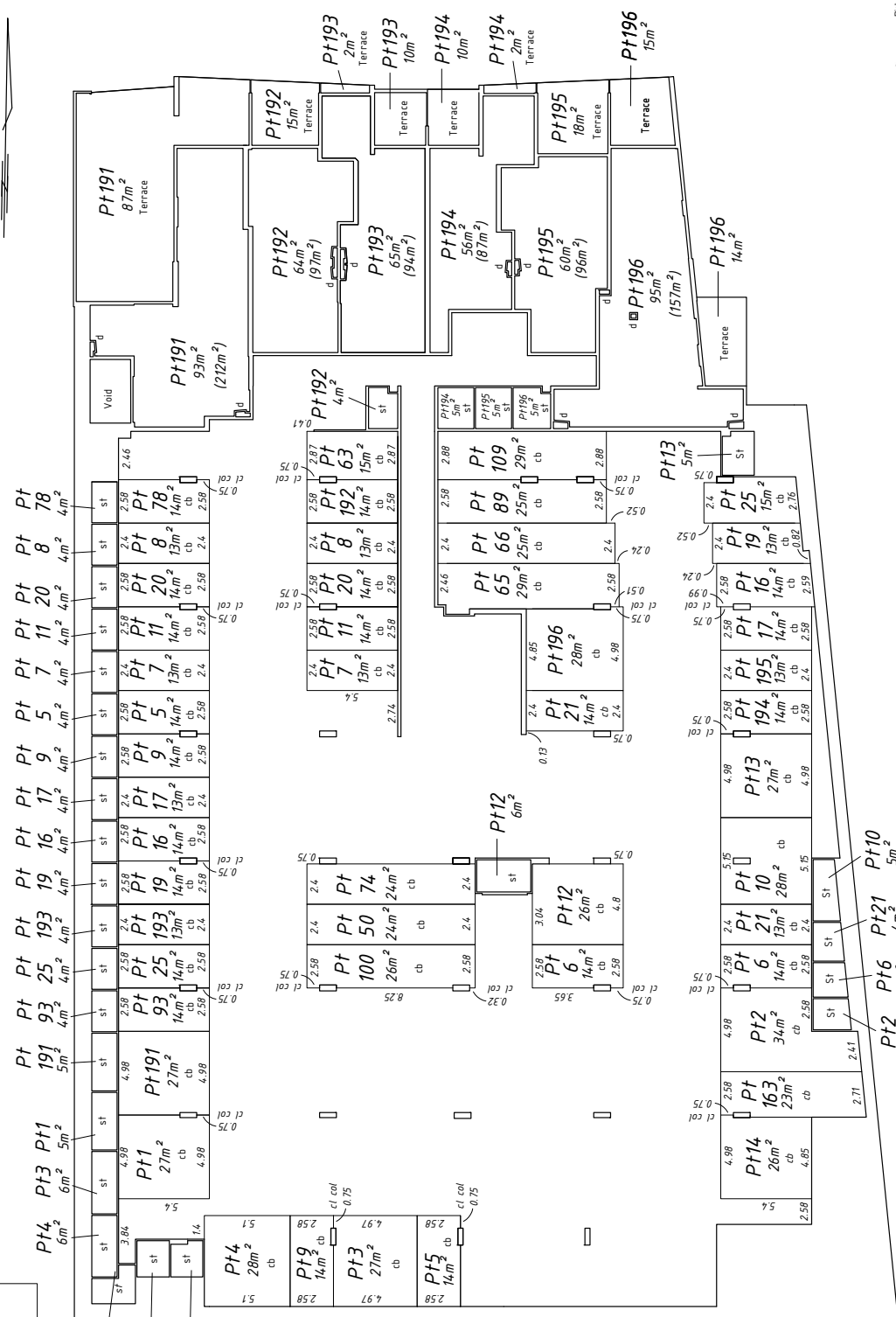
THE BOUNDARIES OF THE PART LOTS WHICH ARE TERRACES ARE THE INNER SURFACES OF THEIR WALLS, EXTERNAL SURFACES OF THE BUILDING WALLS, AND EDGE OF SLAB UNLESS INDICATED OTHERWISE.

THE STRATUM OF THE TERRACES 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.

'st' INDICATES STOREROOM  
'cb' INDICATES CARBAY  
D - INDICATES COLUMN (COMMON PROPERTY)  
'cl col' INDICATES CENTRE LINES OF COLUMNS PRODUCED.

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.

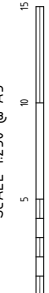
ALL ANGLES ARE 90° OR 180° UNLESS SHOWN OTHERWISE.



FOR OTHER PARTS OF LOTS 50, 63, 66, 74, 89, 109, 163 SEE SHEET 2  
FOR OTHER PARTS OF LOT 1 SEE SHEET 6  
FOR OTHER PARTS OF LOT 163 SEE SHEET 6  
FOR OTHER PARTS OF LOTS 100, 109 SEE SHEET 11  
FOR OTHER PARTS OF LOTS 89, 93 SEE SHEET 12  
FOR OTHER PARTS OF LOTS 74, 78 SEE SHEET 13  
FOR OTHER PARTS OF LOTS 63, 65, 66 SEE SHEET 14  
FOR OTHER PARTS OF LOTS 50 SEE SHEET 15  
FOR OTHER PARTS OF LOTS 25 SEE SHEET 16  
FOR OTHER PARTS OF LOTS 7, 16, 17, 18, 19, 20, 21 SEE SHEET 17  
FOR OTHER PARTS OF LOTS 2, 3, 4, 5, 6, 8, 9, 10, 11 SEE SHEET 18  
FOR OTHER PARTS OF LOTS 2, 3, 8 SEE SHEET 19

BASEMENT 1

SCALE 1:250 @ A3



Richard Jenkins  
2019.08.22 15:45:38 -08'00'  
RZ  
LICENSED SURVEYOR  
DATE  
PSS GROUP  
PRECISION SURVEYING SOLUTIONS  
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WEB: WWW.PSSGROUP.COM.AU  
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STRATA PLAN

67408

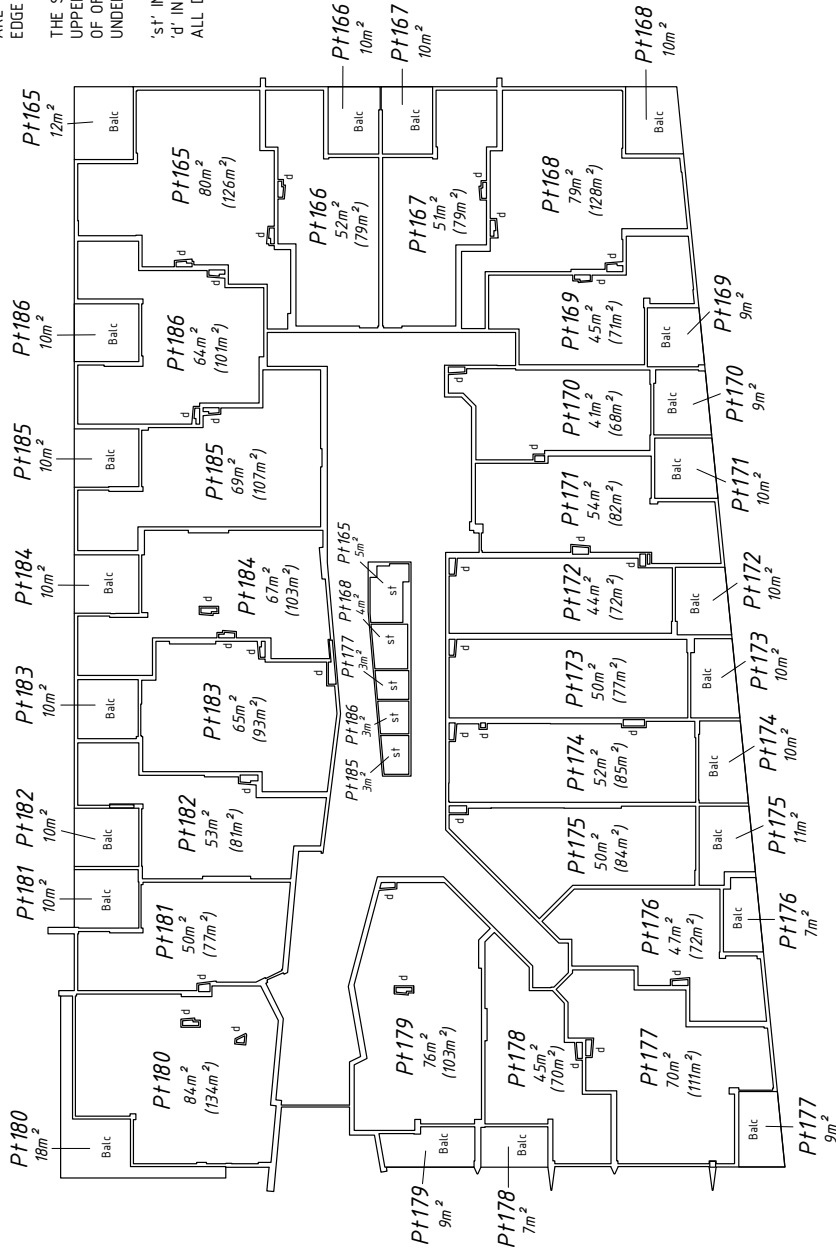
SHEET 7 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

THE STRATUM 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.

'st' INDICATES STORE ROOM  
'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 165-167 INCL. 169-178 INCL. 180-182 INCL. SEE SHEET 2  
FOR OTHER PARTS OF LOTS 166, 167, 168, 183, 184, 186 SEE SHEET 3  
FOR OTHER PARTS OF LOT 179, 185 SHEET 4

FIRST FLOOR

SCALE 1:250 @ A3



Richard Jenkins  
2019.08.22 15:45:02 +0800  
LICENSED SURVEYOR DATE



PRECISION SURVEYING SOLUTIONS  
PO BOX 2036 WANGARA DC WA 8947  
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STRATA PLAN

67408

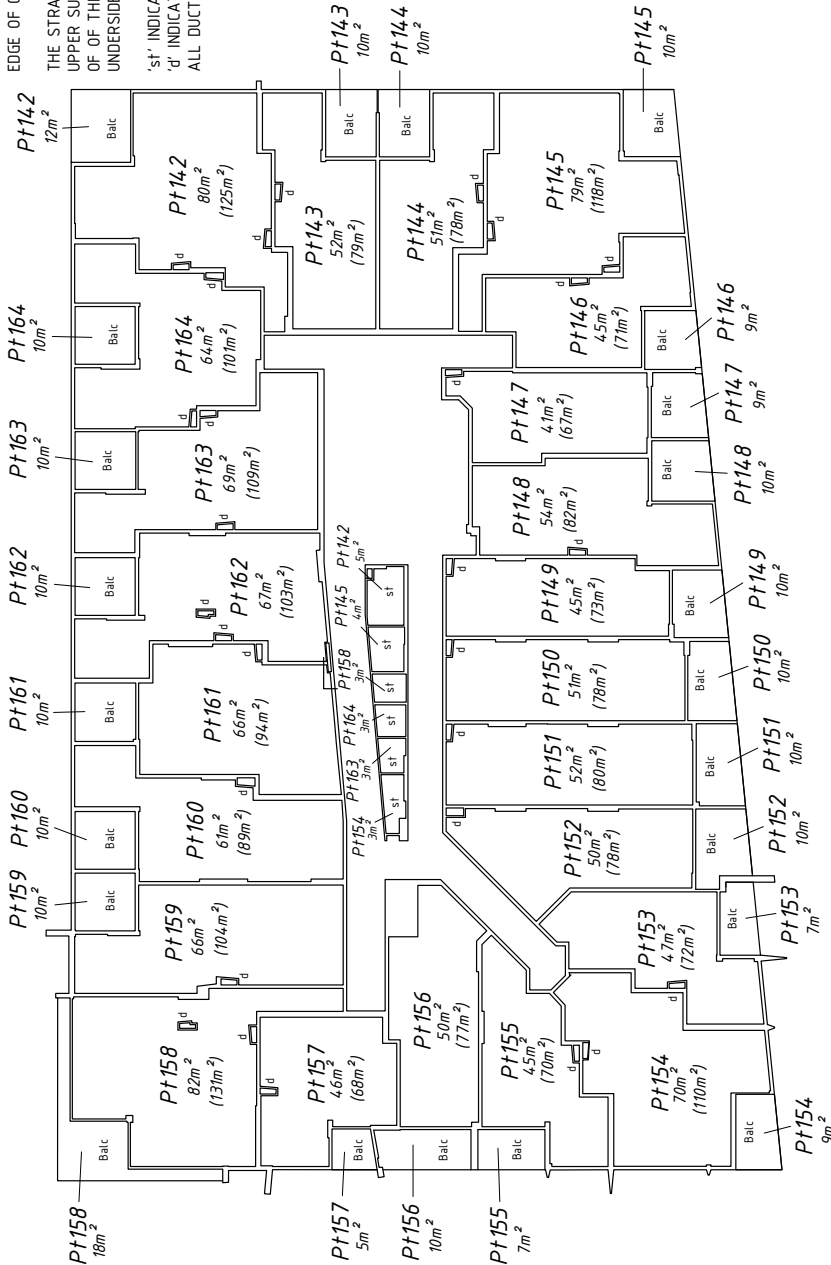
SHEET 8 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'st' INDICATES STORE ROOM  
'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 146-153 INCL, 155-157 INCL, 159, 162-164 INCL. SEE SHEET 2  
FOR OTHER PARTS OF LOTS 142, 145, 153, 160 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 143, 144, 154, 158, 161, 162, 164 SHEET 4  
FOR OTHER PARTS OF LOT 163 SHEET 5

SECOND FLOOR

SCALE 1:250 @ A3



Richard Jenkins  
2016.08.22 15:44:48 +0800  
DATE

LICENSED SURVEYOR

**PSS GROUP**  
PRECISION SURVEYING SOLUTIONS

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WANGARA DC WA 6847  
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STRATA PLAN

67408

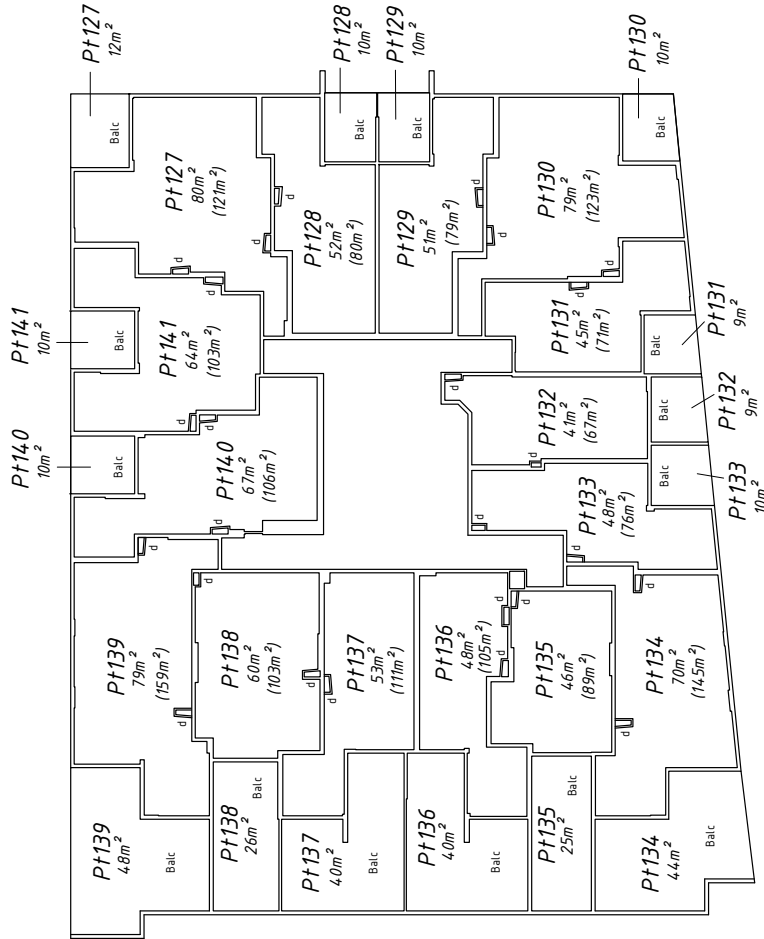
SHEET 9 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING, INTERNAL FACE OF CONCRETE WALLS, AND EDGE OF CONCRETE SLAB.

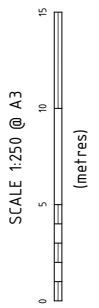
THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 131-133 INCL. 135-137 INCL. 140, 141 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 128, 129, 134, 137 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 127, 130, 138, 139 SHEET 4

THIRD FLOOR



STRATA PLAN

67408

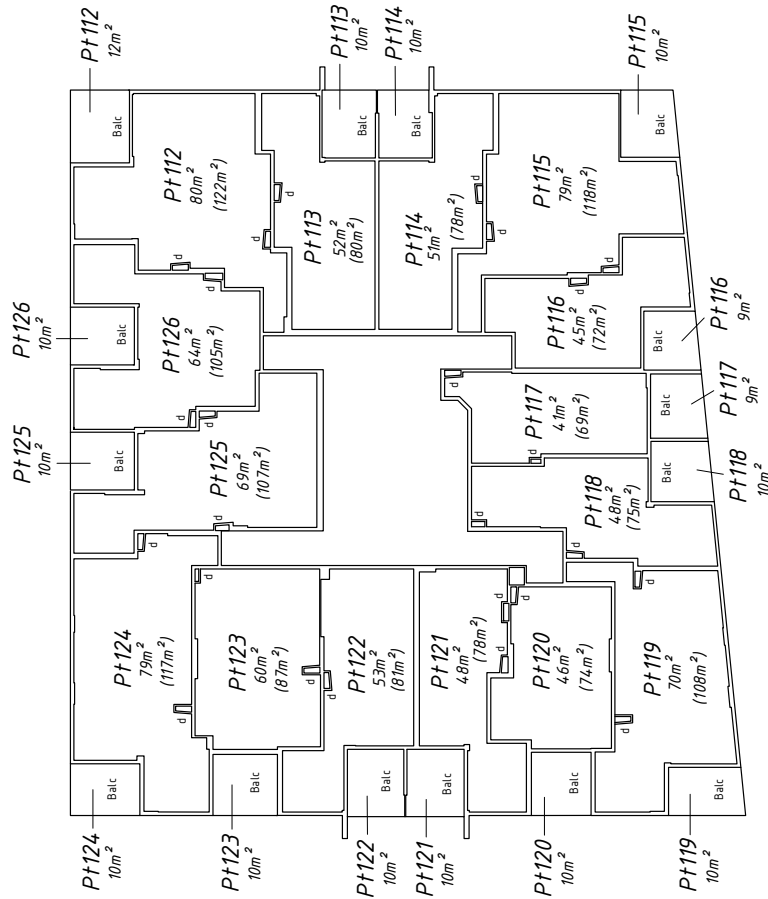
SHEET 10 OF 19 SHEETS

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(C) (a) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 114, 116-118 INCL. 120-122 INCL. 125 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 112-114 INCL. 119, 123, 126 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 115, 124 SEE SHEET 4

FOURTH FLOOR

SCALE 1:250 @ A3



REGISTERED SURVEYOR  
LICENSED SURVEYOR  
DATE



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WANGARA DC WA 6947  
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STRATA PLAN

67408

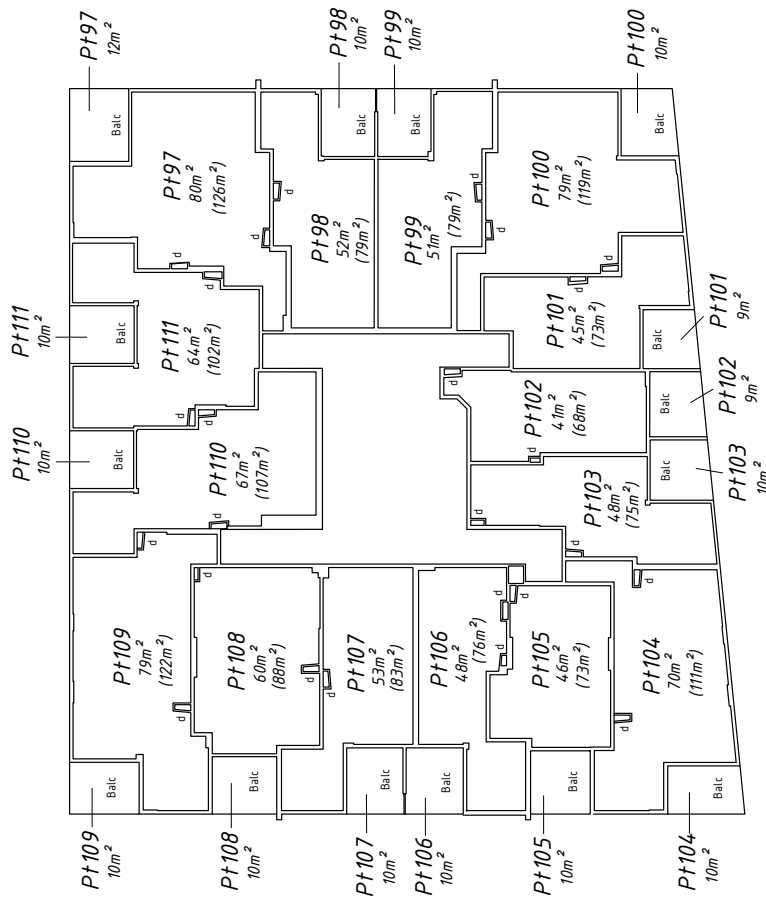
SHEET 11 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 101-103 INCL. 105-107 INCL SEE SHEET 2  
FOR OTHER PARTS OF LOTS 98, 99, 104, 107, 110, 111 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 97, 108 SHEET 4  
FOR OTHER PARTS OF LOTS 100 & 109 SHEET 5

FIFTH FLOOR

SCALE 1:250 @ A3



STRATA PLAN

67408

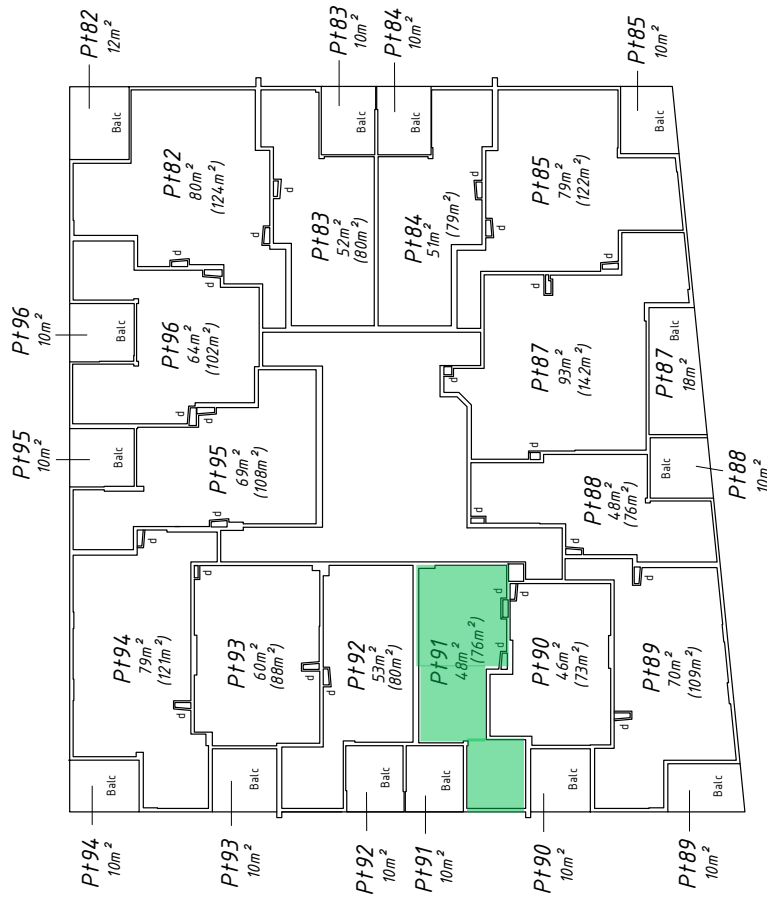
SHEET 12 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 87-92 INCL SEE SHEET 2  
FOR OTHER PARTS OF LOTS 83, 84, 92, 96 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 82, 85, 94, 95 SHEET 4  
FOR OTHER PARTS OF LOT 89, 93 SHEET 5

SIXTH FLOOR

SCALE 1:250 @ A3



Richard Jenkins  
2019/08/22 15:43:48 +0800  
DATE  
LICENSED SURVEYOR



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STRATA PLAN

67408

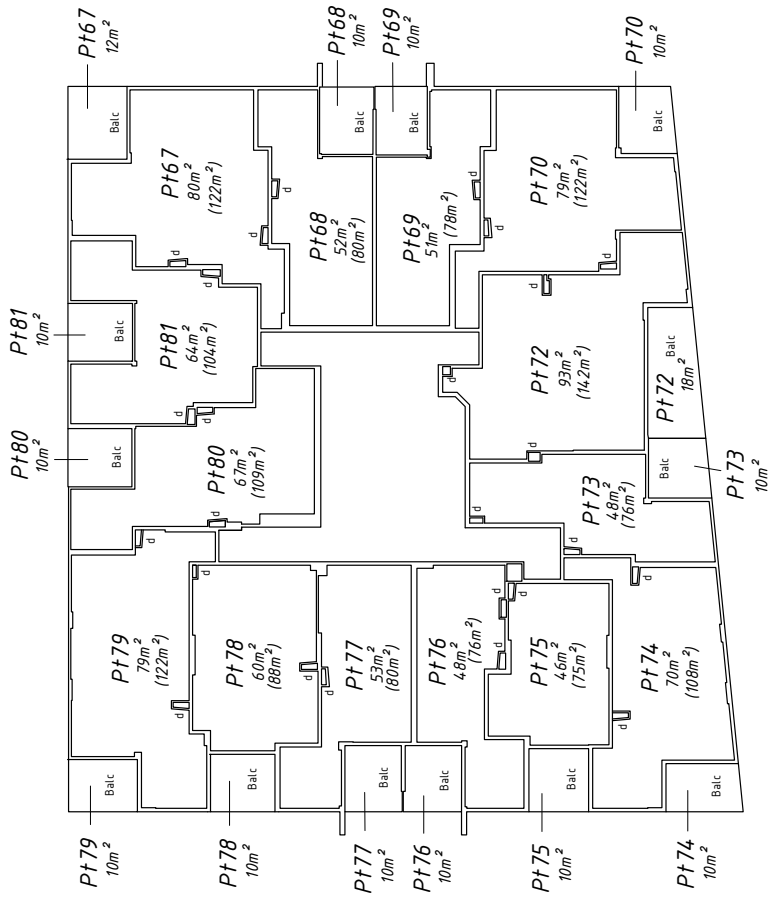
SHEET 13 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

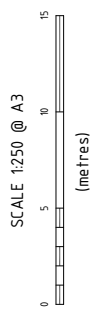
THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 72-74, INCL. 76, 77 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 68, 69, 72, 73, 75, 76 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 67, 70, 79, 80, 81 SHEET 4  
FOR OTHER PARTS OF LOT 74, 78 SHEET 5

SEVENTH FLOOR



SCALE 1:250 @ A3

Richard Jenkins  
20/06/22 15:43:34 +0800  
DATE  
LICENSED SURVEYOR  
PSS GROUP  
PRECISION SURVEYING SOLUTIONS  
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STRATA PLAN

67408

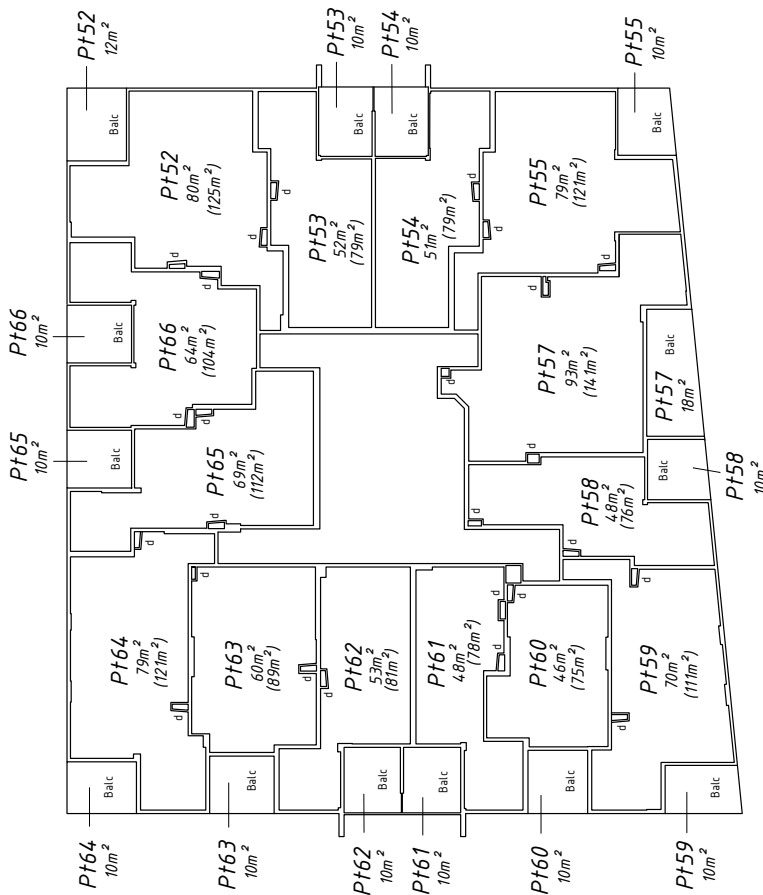
SHEET 14 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 57, 58, 60-63 INCL. 66 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 53, 54, 57, 58, 60, 61, 62, SEE SHEET 3  
FOR OTHER PARTS OF LOTS 52, 55, 59, 64, SHEET 4  
FOR OTHER PARTS OF LOTS 63, 65, 66 SHEET 5

EIGHTH FLOOR

SCALE 1:250 @ A3



STRATA PLAN

67408

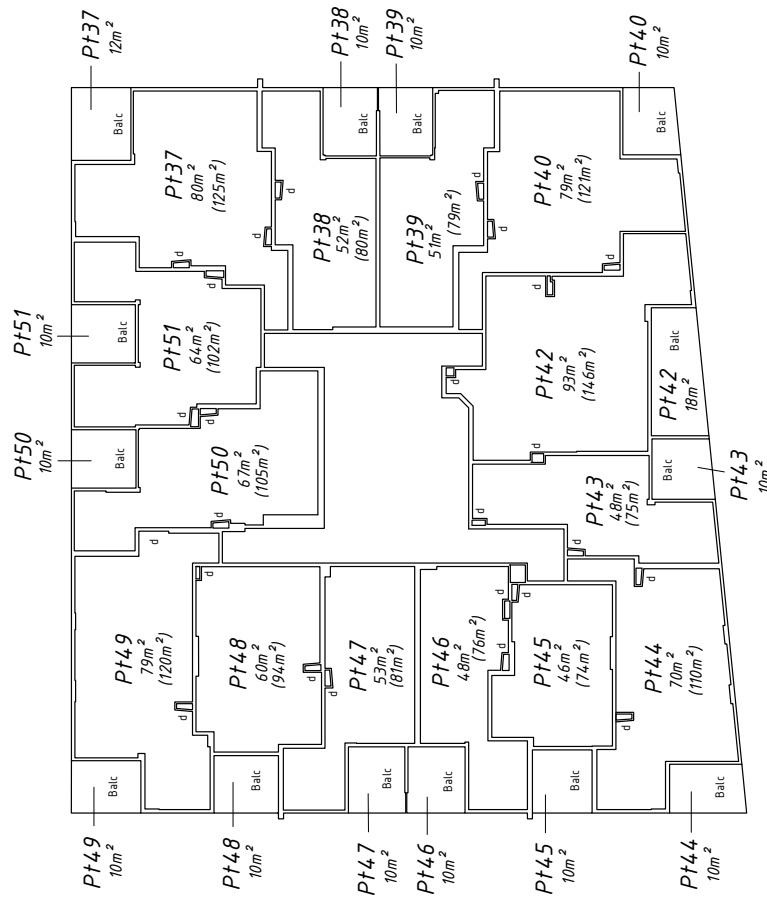
SHEET 15 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 42, 43, 48, 50 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 38, 39, 45, 46 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 37, 40, 44, 47, 49, 51 SHEET 4  
FOR OTHER PARTS OF LOT 50 SHEET 5

NINTH FLOOR

SCALE 1:250 @ A3



Richard Jenkins  
2019.08.22 15:43:05 -0800  
LICENSED SURVEYOR DATE

**PSS GROUP**  
PRECISION SURVEYING SOLUTIONS

PO BOX 2036 PHONE: (08)9303 2407  
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STRATA PLAN

67408

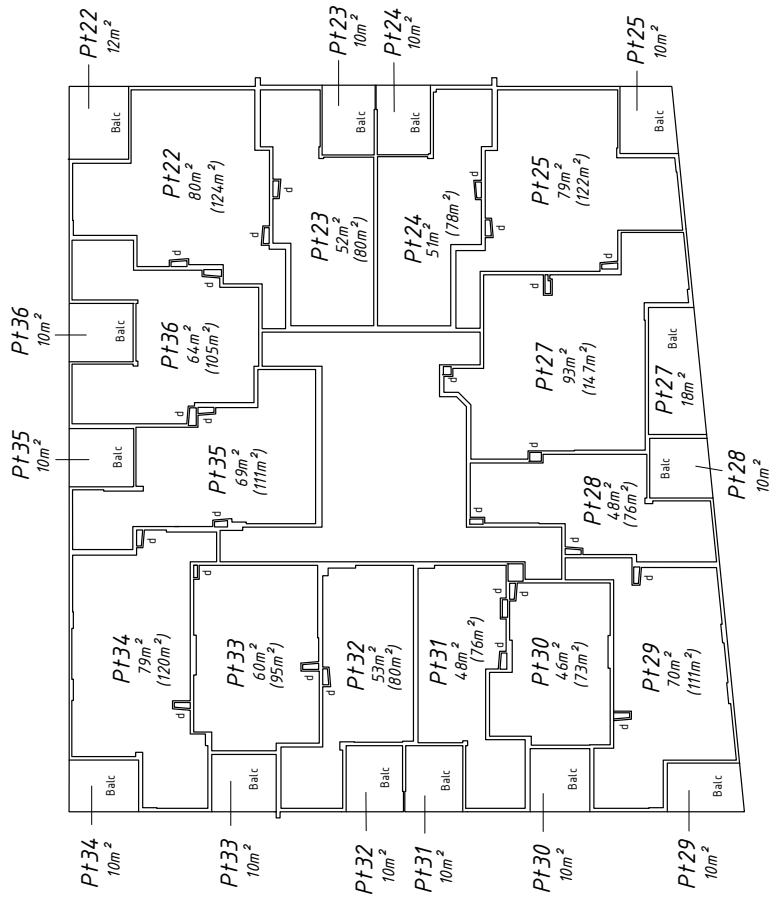
SHEET 16 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

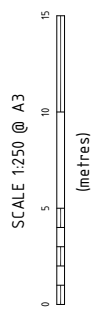
THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF OF THEIR CEILING, OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 27, 30, 31, 32 SEE SHEET 2  
FOR OTHER PARTS OF LOTS 23, 24, 27, 28, 30, 31, 32, 33, 36 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 22, 29, 34, 35 SHEET 4  
FOR OTHER PARTS OF LOT 25 SHEET 5

TENTH FLOOR



Richard Jennings  
2019/08/22 15:42:55 -08'00'  
DATE

LICENSED SURVEYOR

**PSS GROUP**  
PRECISION SURVEYING SOLUTIONS

PO BOX 2036  
WANGARA DC WA 6847  
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STRATA PLAN

67408

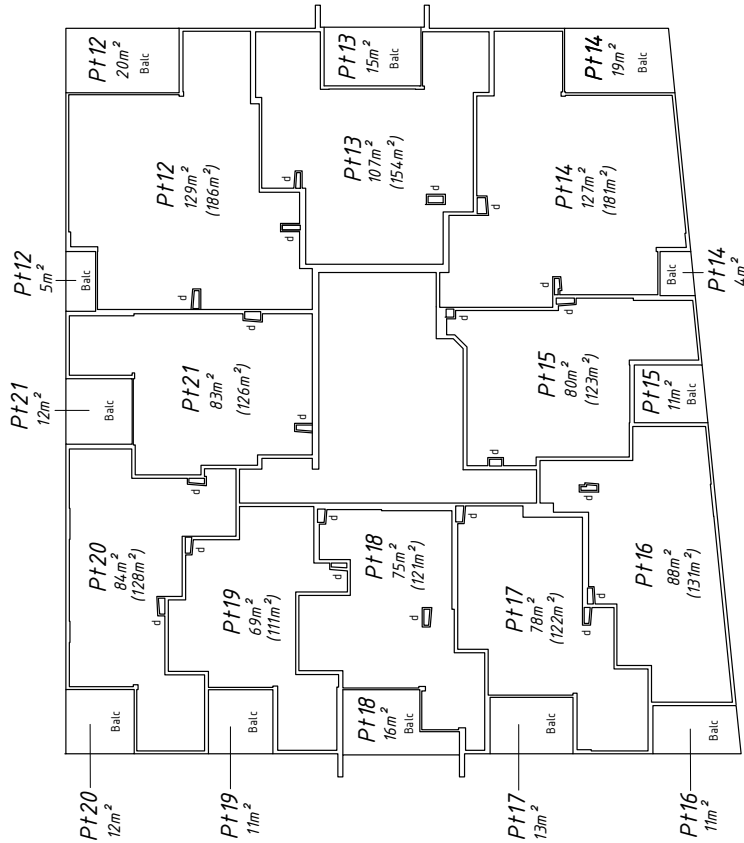
SHEET 17 OF 19 SHEETS

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.

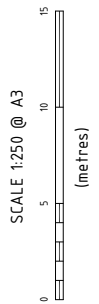
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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

'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



ELEVENTH FLOOR



FOR OTHER PARTS OF LOTS 15, 18 SHEET 4  
FOR OTHER PARTS OF LOTS 12-14 INCL. 16, 17, 19-21 INCL. SEE SHEET 5

STRATA PLAN

67408

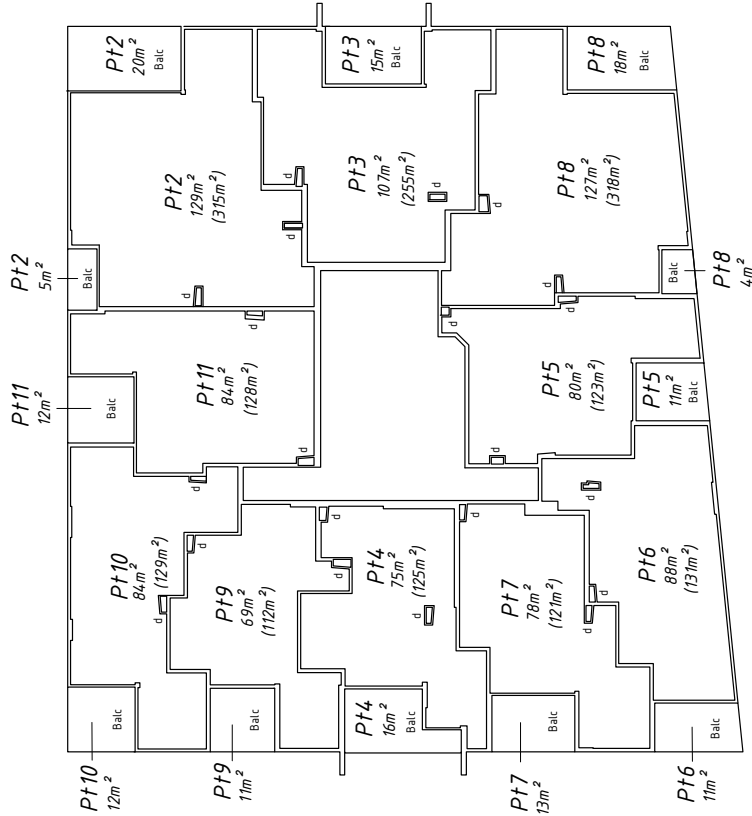
SHEET 18 OF 19 SHEETS

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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE EXTERNAL SURFACE OF THE BUILDING TO THE EDGE OF CONCRETE SLAB.

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'd' INDICATES DUCT  
ALL DUCTS ARE COMMON PROPERTY.



FOR OTHER PARTS OF LOTS 2 - 11 SEE SHEET 5  
FOR OTHER PARTS OF LOTS 2, 3, 8, SEE SHEET 19

TWELFTH FLOOR

SCALE 1:250 @ A3





**FORM 3**

STRATA PLAN No. 67408							
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	47			28	37		
2	136			29	55		
3	109			30	35		
4	60			31	36		
5	61			32	36		
6	65			33	48		
7	61			34	58		
8	131			35	53		
9	58			36	53		
10	67			37	59		
11	64			38	40		
12	101			39	40		
13	86			40	58		
14	96			41	36		
15	58			42	70		
16	62			43	37		
17	58			44	54		
18	57			45	35		
19	56			46	36		
20	64			47	36		
21	61			48	47		
22	60			49	57		
23	41			50	52		
24	41			51	52		
25	59			52	58		
26	36			53	40		
27	70			54	40		

Continued Overleaf

**FORM 3**

STRATA PLAN No. 67408							
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	57			82	56		
56	58			83	39		
57	69			84	39		
58	36			85	56		
59	54			86	58		
60	34			87	67		
61	35			88	35		
62	35			89	52		
63	44			90	34		
64	56			91	35		
65	51			92	35		
66	52			93	43		
67	57			94	55		
68	40			95	50		
69	40			96	51		
70	56			97	56		
71	39			98	38		
72	68			99	38		
73	35			100	55		
74	53			101	34		
75	34			102	33		
76	35			103	34		
77	35			104	51		
78	44			105	33		
79	56			106	34		
80	50			107	34		
81	51			108	42		

Continued Overleaf

**FORM 3**

STRATA PLAN No. 67408							
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.
109	54			136	34		
110	49			137	35		
111	49			138	42		
112	55			139	54		
113	38			140	47		
114	38			141	47		
115	54			142	53		
116	34			143	37		
117	33			144	37		
118	34			145	52		
119	50			146	32		
120	33			147	31		
121	33			148	33		
122	33			149	31		
123	41			150	32		
124	53			151	32		
125	48			152	32		
126	48			153	32		
127	54			154	48		
128	38			155	33		
129	38			156	33		
130	53			157	33		
131	33			158	52		
132	32			159	46		
133	33			160	41		
134	51			161	42		
135	34			162	46		

Continued Overleaf

**FORM 3**

STRATA PLAN No. 67408							
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.
163	46			190	52		
164	46			191	64		
165	52			192	45		
166	37			193	45		
167	37			194	39		
168	52			195	39		
169	32			196	61		
170	31			197	56		
171	33			198	39		
172	31			199	45		
173	32			200	46		
174	32			201	39		
175	32			202	39		
176	32			203	66		
177	47			204	55		
178	32			205	38		
179	45			206	44		
180	51			207	45		
181	32			208	38		
182	33			209	38		
183	41			210	38		
184	45			211	58		
185	45			212	56		
186	45			213	39		
187	51						
188	46						
189	44						

Continued Overleaf



**FORM 5**

*Strata Titles Act 1985*

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

**STRATA PLAN No. 67408**

**DESCRIPTION OF PARCEL & BUILDING**

TWO HUNDRED AND TWELVE APARTMENT DWELLINGS AND ONE COMMERCIAL SUITE IN A MULTIPLE-LEVEL DEVELOPMENT UPON LOT 603 ON DIAGRAM 94929  
ADDRESS OF PARCEL: 60 RIVERSDALE ROAD, RIVERVALE WA 6103

**CERTIFICATE OF LICENSED SURVEYOR**

I, RICHARD JENKINS, 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.~~

*RJ*

Richard Jenkins  
2019.08.06 08:00:38 +08'00'

.....  
Licensed Surveyor

.....  
Date

\*Delete if inapplicable

**FORM 26**

City of Belmont 321/2019

STRATA PLAN NO: SP67408  
*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 9 August 2019 and relating to the property described below;
- \* (ii) ~~The sketch submitted on 9 August 2019 of the proposed \*subdivision of the property described below into lots on a Strata Plan/re-subdivision/consolidation of the lots on the Strata Plan specified below, subject to the following conditions –~~

Property Description:	Lot (or Strata Plan) No:	Lot 603 DIA 94929
	Location:	60-62 Riversdale Road
	Locality:	RIVERVALE 6103
	Local Government:	City of Belmont

Lodged by: EDGE VISIONARY LIVING  
Date: 9 August 2019



.....  
For Chairman, Western Australian  
Planning Commission  
(Delegated under section 16 (3)(e)  
*Planning and Development Act 2005*)

2 September 2019

(\*To be deleted as appropriate.)

## Occupancy permit – strata

*Building Act 2011, section 50, 61*  
*Building Regulations 2012, regulation 4*

OFFICE USE ONLY

Permit number  
**388/2019**

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

Property street address (provide lot number where street number is not known)	60-62 Riversdale Road RIVERVALE 6103 Lot 603 DIA 94929		
Certificate of title	Volume / Folio CT-2132/908		
Lot(s) on survey	Lot 603 DIA 94929		
Strata plan number	67408	Land being re-subdivided (if applicable)	
Description of building	18 level residential apartment building with 4 basement levels, associated parking and ancillary uses.		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 7a & 6)	
Use(s) of the building	Multi-Residential	Each restriction on use (if applicable) Nil.	

### 2. Permit details

This occupancy permit strata is for:  Whole of building  Part of building


Details

18 level residential apartment building with 4 basement levels, associated parking and ancillary uses.

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 strata 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 Christopher Paton	Job title Senior Building Surveyor
	Signature 	Date 15-Aug-2019
Permit authority	City of Belmont	







## Scheme By-laws – Application to Amend

*Strata Titles Act 1985*

Part 4 Division 4

Scheme Number: **67408**

The Owners of <sup>1</sup> **Vantage Apartments, Strata Scheme 67408** (strata company):

### Part 1 – Application to Amend

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

and certifies that:

By resolution without dissent, the voting period for which opened on **28/11/2022** and closed on **26/12/2022** (and which must be registered within 3 months from closing date) the

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

By-Law **25(6)** repealed as follows:

#### **25 Services & Facilities**

- (6) Only persons residing in a lot may use and have access to the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lounge, BBQ's and sky level 13.

By-Law **25(6)** added as follows:

#### **25 Services & Facilities**

- (6) Residents must comply with the House Rules in relation to the use of the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lounge, BBQ's and sky level 13.

By-Law **47** added as follows:

#### **47. Costs of recovering unpaid contributions and other amounts**

47.1 If the owner of a lot refuses or fails to pay to the strata company any amount due for:

- 47.1.1 contributions (whether levied under section 100 or any other amount properly due to the strata company:

<sup>1</sup> To be completed as “[scheme name + scheme type + scheme no]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

<sup>2</sup> Select whichever is applicable.



- 47.1.2 the costs of making good any damage to common property caused by that owner or the occupier or other resident of that owner's lot or the Invitee of the owner, occupier or other resident;
- 47.1.3 the costs of making or defending any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to the Act or otherwise or any breach of the by-laws by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
- 47.1.4 the costs of rectifying any works carried out on common property as a result of an unauthorised instruction or action of that owner or the occupier or other resident of that owner's lot;
- 47.1.5 the costs of remedying a breach of any of the by-laws or any provision of the Act committed by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
- 47.1.6 the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behaviour of the owner, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property;
- 47.1.7 any contractor fees or charges or associated strata manager fees or charges where the strata company and or strata manager has arranged for a contractor to attend at a lot to carry out any work, repairs and or inspection and the owner, occupier or other resident fails to be in attendance and or grant entry to the contractor to the lot preventing the contractor from completing the work order and the contractor claims fees or charges for that attendance and any associated strata manager fees or charges,
- and, the strata company may take such lawful action as it deems necessary to recover that amount from the owner (including proceedings in any court of competent jurisdiction).
- 47.2 All costs incurred in taking action pursuant to sub-bylaw 47.1, including, but not limited to:
- 47.2.1 strata company manager's costs, pursuant to the management agreement between the strata company and the strata company manager or as otherwise determined by the strata company;
- 47.2.2 legal costs on a solicitor / own-client basis; and
- 47.2.3 debt recovery agency's costs;
- may be included and claimed in such action. All such costs shall be payable by the owner.
- 47.2.4 in respect of costs other than legal costs, as liquidated damages; and
- 47.2.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor / own-client basis,



provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the owner a written notice specifying amounts to that date in respect of which such proceedings are to be taken.

47.3 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 is hereby empowered, when required:

47.3.1 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 100 (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

47.3.2 to exercise the function prescribed by section 100 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 owner by service of notice under sub-law 47.2.

47.4 None of an owner's obligations under by-law 47 will merge in or be limited or affected by any judgment obtained by the strata company.

and /  or<sup>2</sup>

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

additions/  amendments/  repeal<sup>2</sup> to the Conduct by-laws were made as detailed here.

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

and /  or

By ordinary resolution passed at the Annual General Meeting on 28/11/2022 and pursuant to Regulation 175(4) of the *Strata Titles Act 1985* the following  additions/  amendments/  repeal<sup>3</sup> to the Governance by-laws were made as detailed here

By-Law **46 added** as follows:

**46. Financial Year By-Law**

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and

<sup>3</sup> Select whichever is applicable.

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



in the absence of such resolution, the financial year shall be a period of 12 months ending on 31 October.

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

**Part 2 – Consolidated By-laws of Scheme Number: 67408**

Explanatory Note: References to sections and schedules in the consolidated by-laws are references to sections and schedules of the *Strata Titles Act 1985 (WA)* prior to its amendment in 2020.

**Schedule 1 – Governance By-Laws**

**1. Duties of owner**

- (1) The owner of a lot must —
- (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
  - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must —
- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
  - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) *[Deleted by Amendment to the Act in 2020]*

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

**3. Power of Strata Company regarding submeters**

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding

\$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.

- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

#### 4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) *[Deleted by Amendment to the Act in 2020]*
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest



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

- (7) *[Deleted by Amendment to the Act in 2020]*
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council —
- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
  - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
  - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
  - (e) if the member is removed from office under sub-by-law (8); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.



## 5. Election of council at general meeting

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

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
  - (a) in writing, and furnished to the chairperson at the meeting; or
  - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
  - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
  - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must —
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
  - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
  - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
  - (c) signing the ballot form; and
  - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest



numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.

- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
- (a) that number equals the number of votes recorded in favour of any other candidate; and
  - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

**6. Chairperson, secretary and treasurer of council**

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



**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.

**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. –
  - (d) unless otherwise agreed by the majority of members of the Council, decisions made by any Council member may be made by notification to the Strata Manager via electronic means such as emails or facsimiles.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.
- (6) *[Deleted by Amendment to the Act in 2020]*

**9. Powers and duties of secretary of Strata Company**

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

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

**10. Powers and duties of treasurer of Strata Company**

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

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

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

**16. INTERPRETATION**

In this Management Statement the following words have the following meanings:

**Commercial Lot** means any lot that is not a Residential Lot and comprises lot 1 on the strata plan.

**Lot 1** on the strata plan

**Dispute Notice** means the written notice that is given under Schedule 2 by-law 35.

**Excluded Dog** means a German Shepherd, Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 or any other breed or category of dog specified from time to time by the strata company.



**Facilities** means the common property areas set aside for recreational purposes, such as the Pool, Lounge and Community Room.

**Independent Person** means for the purposes of by-Law 35, a Law Society of Western Australia approved mediator to be agreed between the parties or failing agreement to be appointed on the application of either party by the President for the time being of the Law Society of Western Australia.

**Key** means any key or access device required to enable access to restricted areas of the parcel.

**Law** means any statute, regulation, rule, proclamation, ordinance, by-law or code.

**Residential Lot** means any lot that is not a Commercial Lot and comprises lots 2 to 213 on the strata plan.

**Services** means those items referred to in Section II of the Strata Titles Act 1985 and includes the following:

- (a) air conditioning (cooling and heating) plant and equipment;
- (b) lighting and electrical systems;
- (c) fire sprinklers and other fire safety prevention equipment;
- (d) car parking equipment;
- (e) security equipment;
- (f) telecommunication equipment;
- (g) water, plumbing and sewerage systems; and
- (h) where applicable, other items of common property

**Signage** means any sign, advertisement, placard, banner, and pamphlet.

**Small Dog** means any breed of dog which:

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

## 17. OBLIGATIONS REQUIRED BY THE DEVELOPMENT APPROVAL

*[Moved to Schedule 2 on First Consolidation and renumbered 23]*

## 18. ORIGINAL PROPRIETOR

Where the original proprietor remains the proprietor of any lot, the original proprietor (or where a corporation, its duly authorised nominee) shall be entitled to be a member of the council without the requirement to participate in any election of the council of owners held in a general meeting by the strata company (provided that the original proprietor was properly nominated for such election to the council as prescribed in the schedule 1 by-laws).

## 19. USE OF LOTS

*[Moved to Schedule 2 on First Consolidation and renumbered 24]*

Version 2

Page 11 of 35

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



**20. FACADES OF THE BUILDING**

*[Moved to Schedule 2 on First Consolidation and renumbered 25]*

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

*[Moved to Schedule 2 on First Consolidation and renumbered 26]*

**22. AIR CONDITIONING**

*[Moved to Schedule 2 on First Consolidation and renumbered 27]*

**23. EXCLUSIVE USE OVER COMMON PROPERTY RELATIVE TO AIR-CONDITIONING**

In accordance with section 42(8) of the Strata Titles Act 1985, the rights of exclusive use and enjoyment over that volume of the common property occupied by any air conditioning (including ducting, cabling and any ancillary equipment) that services and relates to an Individual lot are granted to the proprietor of the lot to which the air conditioning machinery relate but only for the purpose of providing and maintaining conditioned air for that lot.

**24. RESERVE FUND**

*[Deleted on First Consolidation]*

**25. SERVICES & FACILITIES**

*[Moved to Schedule 2 on First Consolidation and renumbered 28]*

**26. BUILDING WORKS**

- (1) The strata company reserves the right to carry out any building works on the common property and to the buildings.
- (2) The strata company may:
  - (a) repair, renovate or maintain any buildings or common property;
  - (b) alter the common property, including its size, nature and arrangements;
  - (c) extend or alter any of the buildings and the Recreation Facilities;
  - (d) alter the access to the buildings or to the lots, including for pedestrians or for vehicles.
- (3) The building works must be undertaken for a proper purpose, which proper purposes may include:
  - (a) to improve the appearance, quality or physical arrangement of the buildings or the common property; and



- (b) to improve the convenience, safety or security of proprietors and others when using the buildings and common property.
- (4) In carrying out the works, the strata company must use reasonable endeavours to minimise inconvenience or nuisance to the proprietors use and enjoyment of the lot.
- (5) To recover the costs for the works, the strata company may enter into arrangements with the proprietors for the proprietors to contribute to the costs.

**27. USE OF LIFT FOR TRANSPORTING FURNITURE AND EQUIPMENT**

*[Moved to Schedule 2 on First Consolidation and renumbered 29]*

**28. SIGNAGE ERECTION AND INSTALLATION**

*[Moved to Schedule 2 on First Consolidation and renumbered 30]*

**29. OBLIGATION TO NOTIFY DEFECTS OF SERVICES**

*[Moved to Schedule 2 on First Consolidation and renumbered 31]*

**30. PEST MANAGEMENT**

*[Moved to Schedule 2 on First Consolidation and renumbered 32]*

**31. TOILETS, DRAINAGE AND HYGIENE**

*[Moved to Schedule 2 on First Consolidation and renumbered 33]*

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

*[Moved to Schedule 2 on First Consolidation and renumbered 34]*

**33. ACCESS INSTRUCTING OF CONTRACTORS BY PROPRIETORS**

*[Moved to Schedule 2 on First Consolidation and renumbered 35]*

**34. FLOOR LOADING**

*[Moved to Schedule 2 on First Consolidation and renumbered 36]*

**35. DISPUTE RESOLUTION**

*[Moved to Schedule 2 on First Consolidation and renumbered 37]*

**36. STRATA COMPANY MAY MAKE RULES**

*[Moved to Schedule 2 on First Consolidation and renumbered 38]*

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



**37. PENALTY FOR BREACHING A BY-LAW**

*[Deleted on First Consolidation]*

**38. LEASING OF LOTS**

*[Moved to Schedule 2 on First Consolidation and renumbered 39]*

**39. EMPLOYMENT OF A STRATA MANAGER**

*[Deleted on First Consolidation]*

**40. NOISE**

*[Moved to Schedule 2 on First Consolidation and renumbered 40]*

**41. TENANTS, OCCUPIERS TO BE BOUND BY THESE BY-LAWS**

*[Moved to Schedule 2 on First Consolidation and renumbered 41]*

**42. WINDOW TREATMENTS AND EXTERIOR GLASS**

*[Moved to Schedule 2 on First Consolidation and renumbered 42]*

**43. WATER LEAKAGE TO OTHER LOTS OR COMMON PROPERTY**

*[Moved to Schedule 2 on First Consolidation and renumbered 43]*

**44. POWER OF STRATA COMPANY REGARDING SUB METERS**

- (1) Where the supply of utilities to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage of each utility by each Lot and may engage the services of a third party for this purpose.
- (2) The Strata Company may recover the costs of the supply of each utility attributable to each Lot, such costs to be determined based on the prevailing tariffs from time to time.
- (3) The Strata Company may, at its election, recover the costs referred to in sub-bylaw 44.2 as a levy against the relevant Proprietor and the Proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 44.3 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- (4) The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$300 and if any amount so paid is applied by the Strata Company under sub-bylaw



44.6, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.

- (5) The Strata Company must lodge every sum received under this by-law to the credit of an interest-bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this by-law, be held in trust for the Proprietor or occupier who made the payment.
- (6) The Proprietor or occupier in respect of which a sub meter is used for the supply of each utility refuses or fails to pay any charges due for the supply of each utility to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
  - (a) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier a security under sub-by-law 44.4, including any interest that may have accrued in respect of that account; and
  - (b) issue the Proprietor or occupier with:
    - i. a payment reminder notice (Reminder Notice) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
    - ii. failing compliance with a Reminder Notice, a disconnection notice (Disconnection Notice) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
  - (c) disconnect the utility supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
  - (d) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to sub-by-law 44.3.
- (7) A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.
- (8) A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this by-law 44.
- (9) Where a person who has paid an amount under this by-law to a Strata Company satisfies the Strata Company that they are no longer the Proprietor or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of each utility to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this by-law.



#### 45. VARIATION OF BASIS FOR LEVYING SOME CONTRIBUTIONS

- (1) In accordance with section 42B of the Act the method of assessing contributions to be levied on proprietors under section 36 of the Act is varied due to the activities and uses that will be occurring on the strata scheme, and to enable the scheme to be efficiently managed, the strata company uses the devices referred to in by-law 45 of the Schedule 1 By-laws to operate separate costs.
- (2) The expenses which are Cost Items (meaning any cost, expense or liability incurred by the strata company in the performance of its obligations and that may relate to any specific part of the strata scheme) may be allocated other than on a strict unit entitlement basis.
- (3) Each of the areas identified in clause:
  - (a) will be operated as a separate Cost Centre (being the specific areas to which Cost Items are apportioned or allocated); and
  - (b) The Cost Centre that a proprietor will be required to contribute to will be determined as follows:
    - (i) the proprietor of the Commercial Lot will be allocated to the "All Lots Cost Centre"; and
    - (ii) the proprietors of the Residential Lots will be allocated to the "All Lots Cost Centre and Residential Cost Centre".
- (4) The strata company must operate the Cost Centres when apportioning Cost Items so that the Cost Items for the relevant Cost Centre will be allocated to the proprietors of that Cost Centre. Within a Cost Centre, Cost Items shall be apportioned on the basis of the total unit entitlement of all proprietors forming part of that Cost Centre. Cost Items may, where necessary, be apportioned between two or more Cost Centres, either equally or in the proportions that the strata company considers appropriate.
- (5) The proprietor will pay the proportion of the Cost items of the Cost Centre that the proprietor's unit entitlement bears to the total unit entitlement of all proprietors forming part of that Cost Centre.
- (6) The strata company shall not be required to maintain a separate bank account for each Cost Centre and may maintain one account containing moneys held for more than one Cost Centre.
- (7) The decision of the strata company in the calculation of contributions towards particular Cost Items, or the apportionment of these, shall be conclusive in the absence of a manifest error, however should include, although not limited to:
  - (a) the Residential Lots will be responsible for all operating and maintenance expenses associated with the residential lifts;
  - (b) the Residential Lots will be responsible for all cleaning costs associated with the ground floor lobby and all residential floors of the scheme;



- (c) the Residential Lots will be responsible for all expenses associated with the operation (including utility costs), maintenance and cleaning of the recreational facilities located on Ground Level and Level 13,
- (d) should there be any additional charge or a premium relating to the Strata Company insurance due to the use of the Commercial Lot then that additional charge will be payable by this lot.

#### 46. Financial Year By-Law

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and in the absence of such resolution, the financial year shall be a period of 12 months ending on **31 October**.

#### 47. Costs of recovering unpaid contributions and other amounts

- 47.1 If the owner of a lot refuses or fails to pay to the strata company any amount due for:
- 47.1.1 contributions (whether levied under section 100 or any other amount properly due to the strata company;
  - 47.1.2 the costs of making good any damage to common property caused by that owner or the occupier or other resident of that owner's lot or the Invitee of the owner, occupier or other resident;
  - 47.1.3 the costs of making or defending any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to the Act or otherwise or any breach of the by-laws by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
  - 47.1.4 the costs of rectifying any works carried out on common property as a result of an unauthorised instruction or action of that owner or the occupier or other resident of that owner's lot;
  - 47.1.5 the costs of remedying a breach of any of the by-laws or any provision of the Act committed by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
  - 47.1.6 the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behaviour of the owner, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property;
  - 47.1.7 any contractor fees or charges or associated strata manager fees or charges where the strata company and or strata manager has arranged for a contractor to attend at a lot to carry out any work, repairs and or inspection and the owner, occupier or other resident



fails to be in attendance and or grant entry to the contractor to the lot preventing the contractor from completing the work order and the contractor claims fees or charges for that attendance and any associated strata manager fees or charges,

and, the strata company may take such lawful action as it deems necessary to recover that amount from the owner (including proceedings in any court of competent jurisdiction).

47.2 All costs incurred in taking action pursuant to sub-bylaw 47.1, including, but not limited to:

47.2.1 strata company manager's costs, pursuant to the management agreement between the strata company and the strata company manager or as otherwise determined by the strata company;

47.2.2 legal costs on a solicitor / own-client basis; and

47.2.3 debt recovery agency's costs;

may be included and claimed in such action. All such costs shall be payable by the owner.

47.2.4 in respect of costs other than legal costs, as liquidated damages; and

47.2.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor / own-client basis,

provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the owner a written notice specifying amounts to that date in respect of which such proceedings are to be taken.

47.3 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 is hereby empowered, when required:

47.3.1 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 100 (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

47.3.2 to exercise the function prescribed by section 100 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 owner by service of notice under sub-bylaw 47.2.

47.4 None of an owner's obligations under by-law 47 will merge in or be limited or affected by any judgment obtained by the strata company.



## Schedule 2 – Conduct By-Laws

### 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.

### 2. Use of common property

An owner or occupier of a lot must —

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

### 3. Damage to lawns etc. on common property

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

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

### 4. Behaviour of owners and occupiers

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

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



**6. Depositing rubbish etc. on common property**

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

**7. Drying of laundry items and signage**

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

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

**8. Storage of inflammable liquids etc.**

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

**9. Moving furniture etc. on or through common property**

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

**10. Floor 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.

**11. Garbage disposal**

An owner or occupier of a lot must —



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

**12. Additional duties of owners and occupiers**

An owner or occupier of a lot must not —

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

**13. 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.

**14. Appearance of lot**

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

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

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

**15A. PETS**

- (1) A proprietor, occupier or other resident of a Residential Lot may keep, without the consent of the strata company:
  - (a) fish in an enclosed aquarium;

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



- (b) one caged bird;
  - (c) one Small Dog; and
  - (d) one cat,  
(each a Pet).
- (2) A proprietor, occupier or other resident of a Residential Lot must obtain the prior written consent of the strata company before that proprietor or occupier keeps:
- (a) more than one Pet; or
  - (b) any other animal
- (3) A proprietor, occupier or other resident may only enter upon the common property with a Pet for the purpose of access to, and egress from, their lot.
- (4) The owner of any animal that defecates or urinates on common property shall promptly clean up the mess and disinfect the affected area.
- (5) The strata company may serve notice on a proprietor, occupier or other resident of a lot who's pet consistently makes a noise that can be heard outside of the lot or causes a nuisance to other proprietors requiring the proprietor to remove the offending pet from the parcel within 7 days of service of the notice.

#### 16. STORAGE OF GASES, MEDICATION AND HAZARDOUS MATERIALS

A proprietor, occupier or other resident of a lot shall not, use or store upon the lot or upon the common property any flammable chemical, liquid or gas or hazardous chemicals unless the flammable chemical, liquid or gas or hazardous chemicals are stored in accordance with the regulations and requirements of the appropriate government agencies and the prior written approval of the strata company has been obtained.

#### 17. GARBAGE DISPOSAL

- (1) A proprietor, occupier or other resident of a lot shall -
- (a) use the garbage bins to dispose of garbage, trash or other waste;
  - (b) comply with all local government authority by-laws and ordinances relating to garbage disposal;
  - (c) ensure that any medical waste is disposed of in the appropriate manner;
  - (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his or her disposal of garbage.
  - (e) ensure that any waste that is placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions.



- (2) Any proprietor, occupier or other resident or tenant who is moving into or out of a lot shall at their expense immediately dispose of any rubbish (including cardboard boxes, wrapping material, packaging, broken furniture or similar waste). None of these, nor similar materials, are to be stored, kept or remain on a lot, the common property or the proprietors car parking bay. In the event that a proprietor, occupier, other resident or tenant does not dispose of such rubbish immediately, the strata company may do so and the proprietor, occupier, other resident or tenant will be responsible for the cost of doing so.

#### 18. SMOKING

- (1) No person shall smoke tobacco or any other substance in any part of the common property including the Facilities.
- (2) A proprietor, occupier or other resident of a lot who breaches this by-law or permits a breach of this by-law hereby indemnifies and agrees to keep indemnified the strata company against all loss, damage, liability and expense in respect of any claim by the Fire and Emergency Services Authority or any other authority or person arising from a breach of this by-law.
- (3) A proprietor who smokes tobacco or any other substance within the confines of their lot must take all reasonable precautions to ensure that smoke or odours do not affect the peaceful enjoyment of other proprietors, tenants or occupiers.

#### 19. BICYCLES, SKATEBOARDS, ETC

A proprietor, occupier or other resident of a lot shall not:

- (1) permit any bicycle, scooter or motorcycle to be stored in the common property other than in the places (if any) determined by the strata company;
- (2) permit any bicycle or motorcycle to be brought into any part of the common property other than those areas (if any) as may be designated by the strata company from time to time; and
- (3) use any skateboard, roller blades or other like equipment on any part of the common property.

#### 20. BALCONIES

- (1) The external appearance of the building is to be maintained to a uniform appearance.
- (2) A proprietor, occupier or other resident of a lot shall not do any of the following without the prior written consent of the strata company:
  - (a) enclose or add any blinds, awnings or other material to the terrace or balcony of a lot;
  - (b) place or keep pot plants or planter boxes on the balcony or terrace of a lot;
  - (c) install a gas bayonet on a balcony or terrace;
  - (d) install a barbeque or other cooking device on a balcony or terrace; or

- (e) install or affix any structure (including shade sails), improvement or object to the balcony, terrace or an external wall or surface of the building.

## 21. SECURITY, SECURITY CAMERA, SECURITY KEYS AND ALARMS

- (1) The strata company may restrict access to the Facilities and other parts of the parcel by the use of Keys.
- (2) In addition, for the purpose of securing the buildings and common property from intruders and others not entitled to access and to preserve the safety of the buildings from fire and other hazards, the strata company, without limitation, may:
  - (a) close off, or restrict by means of a Key, access to any part of the buildings or common property on either a temporary or permanent basis; and
  - (b) permit, to the exclusion of proprietors, occupiers and other residents, any part of the common property to be used by a security person or security equipment as a means of monitoring the security of the parcel.
- (3) The strata company will provide each proprietor with two original Keys to enable the proprietor to operate the security access devices within the parcel,
- (4) A proprietor must exercise a high degree of caution and responsibility in making a Key available for use by an occupier, tenant or resident of a lot and must take all reasonable steps, including, without limitation, an appropriate agreement in any lease or licence of a lot to ensure return of the Key to the proprietor or the strata company.
- (5) A proprietor, occupier or other resident of a lot in possession of a Key must not duplicate or permit the security Key to be duplicated and must take all reasonable steps to ensure that the Key is not lost or handed to any person not entitled to possession of the Key and is not disposed of other than by returning it to the proprietor or the strata company.
- (6) A proprietor, occupier or other resident of a lot must promptly notify the strata company if a Key is lost or destroyed. The strata company may charge a fee for any additional or replacement Key required by a proprietor, occupier or other resident.
- (7) A proprietor shall be permitted at its cost to install a security system within their lot provided it does not have an audible alarm system and it does not interfere with the Facilities or the electronic systems, radio or television transmissions of other lots.

## 22. DEBT COLLECTION

All costs associated with debt recovery from an Owner, including the Strata Managers fees, will be the responsibility of the relevant Owner. However, where the above costs cannot be immediately recovered from the Owner, the Strata Company will initially pay the debt recovery costs and continue to seek reimbursement from the relevant Owner.



**23. OBLIGATIONS REQUIRED BY THE DEVELOPMENT APPROVAL**

- (1) The Strata Company is obligated at all times to comply with the Development Approval conditions related to the strata scheme.
- (2) This by-law cannot be amended, repealed or added to without the express written approval of the City of Belmont and any other relevant governing authority.

**24. USE OF LOTS**

- (1) A proprietor or tenant of a lot must -
  - (a) conduct any business carried out on in his, her or its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
  - (b) at all times comply with the requirements of the City of Belmont in relation to approvals necessary for the conduct of the business;
  - (c) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise;
  - (d) not install any electrical equipment which will overload the cables, switchboards and other equipment that supply electricity to the scheme.

**25. FACADES OF THE BUILDING**

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades of the building without the prior written approval of the Council.

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

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

**27. AIR CONDITIONING**

The proprietor of a lot shall be responsible for the insurance, and if necessary, the repair, replacement and installation of any new air conditioning unit or the maintenance and upkeep of an existing system. Air conditioning compressors must be installed on the roof of the building unless otherwise approved by the strata company.



## 28. SERVICES & FACILITIES

- (1) A proprietor, occupier or other resident must comply with the strata company's reasonable instructions regarding the use of the Facilities and must not interfere with or allow anything to be done which might impair the efficient operation of any of the Facilities.
- (2) The strata company has no liability to the proprietor, occupier or other resident for financial loss or inconvenience, including any damages, because:
  - (a) any of the Facilities are out of order and are not functioning properly or at all; or
  - (b) any of the Facilities are temporarily stopped or interrupted pending inspection, repair, maintenance, replacement or any other cause.
- (3) The strata company, and persons authorised by the strata company, may after providing reasonable notice enter any lot:
  - (a) to inspect the condition and state of repair of the lot, the Services to the lot and the Facilities;
  - (b) to carry out any repairs, including maintenance, installations, alterations, replacement or renewal in respect of a building, the lot, the Services or the Facilities to or situated in the lot, in order to:
    - (i) undertake work which the strata company is required or desires to carry out; and
    - (ii) comply with the Law and the requirements of any relevant authorities;
  - (c) to carry out work in conjunction with or to any adjoining lot which cannot be reasonably undertaken without access from or through the lot;
  - (d) to undertake work which the proprietor has failed to carry out in breach of its obligations under these by-laws or has failed to complete in a workmanlike manner; and
  - (e) to remove unauthorised work, additions, alterations or signs, undertaken or installed by the proprietor, occupier or other resident in breach of its obligations under these by-laws.
- (4) The strata company may make agreements, on terms determined by the strata company, with statutory or other relevant authorities, or persons, including without limitation, the suppliers of the Services, in relation to the provision of the Services to the lots and the common property.
- (5) The strata company reserves the right to maintain Services to the lots and to the common property by having those Services passed through, under or above the lots and shall have access to those Services for the purpose of maintenance, repair or replacement or to provide additional Services.
- (6) Residents must comply with the House Rules in relation to the use of the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lunge, BBQ's and sky level 13.



- (7) 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.

## 29. USE OF LIFT FOR TRANSPORTING FURNITURE AND EQUIPMENT

- (1) A proprietor, occupier or other resident shall at all times adhere to the lift loading limits.
- (2) A proprietor or tenant shall be entitled to use the lifts for the transportation of furniture and equipment between the hours of 8.00am and 5.00pm subject to the written permission of the Council or the Strata Manager.
- (3) A proprietor or tenant and their contractors or workmen shall use the protective curtains and padding on all occasions to protect the lift walls and floors when transporting, furniture, equipment, tools or any other similar items that are likely to cause damage to the lift walls.
- (4) A proprietor will be responsible for the cost of any repairs required to be undertaken by the strata company as a result of damage caused to the lift whilst the lift is being used by the proprietor or the proprietor's invitees for these purposes.

## 30. SIGNAGE ERECTION AND INSTALLATION

- (1) No Signage may be placed, installed or erected upon the roof of the building.  
This by-law 30(1) cannot be amended, repealed or added to without the prior written consent of the City of Belmont.
- (2) Subject to by-law 30(1) nothing in these by-laws prevent the original proprietor from, for a period of 24 months, following the registration of the strata plan, displaying on any part of the parcel such Signage as the original proprietor sees fit.
- (3) Subject to by-law 30(4), a proprietor, occupier or other resident of a Residential Lot shall not display, install or erect any Signage:
  - (a) on any part of a lot in such a way as to be visible from outside the lot; or
  - (b) on any part of the common property.
- (4) Subject to by-law 30(6), in addition to the other obligations in this by-law 30, a proprietor, occupier or other resident may only display, install or erect a "for sale" sign or a "for lease" sign with respect to their lot after having obtained the prior written consent of the strata company and having complied with the strata company's requirements with respect to that "for sale" or "for lease" sign, which requirements may include requirements as to size, location, colour and the period of time during which the "for sale" or "for lease" sign can remain in place.
- (5) A proprietor or occupier of a Commercial Lot may install signage within their lot, if approved by the strata company, and such approval shall not be unreasonably withheld.



- (6) For a period of 12 months starting from registration of the strata plan, a proprietor, occupier or other resident of a Residential Lot:
  - (a) must not display, install or erect a "for sale" sign with respect to their lot; and
  - (b) also must not display, install or erect a "for lease" sign.
- (7) The strata company may (without liability for doing so) remove and dispose of any Signage placed, installed or erected in breach of this by-law 30.

### 31. OBLIGATION TO NOTIFY DEFECTS OF SERVICES

- (1) A proprietor, occupier or other resident shall give the strata company or managing agent prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures which are situated in his or her lot. The strata company shall have authority by its agents or servants in the circumstances having regard to the urgency involved to carry out such repairs and renovations, as they deem necessary for the safety and preservation of the buildings and services.
- (2) If the strata company expends money to make good damage caused by a breach of the Act or bylaws by any proprietor or his tenants, servants, agents, invitees or licensees the strata company shall be entitled to recover the amount expended as a debt in an action in any court of competent jurisdiction from the person who was the proprietor of the lot at the time when the breach occurred.

### 32. PEST MANAGEMENT

A proprietor, occupier or other resident shall take reasonable precautions to keep the lot free of any cockroaches, insects, rodents or other vermin and, if necessary or if directed by the strata company, shall employ and pay the fees of professional pest controllers.

### 33. TOILETS, DRAINAGE AND HYGIENE

- (1) The proprietor, occupier or other resident shall:
  - (a) not use the toilets, sinks, drainage and plumbing in the lot or on the common property for purposes other than those for which they were designed;
  - (b) not place in any of those facilities rubbish, chemicals or contaminated substances which they are not designed to receive or which would contravene the Law, and
  - (c) repair any damage caused to any of those facilities by breach of these by-laws.
- (2) Each proprietor, occupier or other resident must keep their lot clean.



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

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

**35. ACCESS INSTRUCTING OF CONTRACTORS BY PROPRIETORS**

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

**36. FLOOR LOADING**

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

**37. DISPUTE RESOLUTION**

- (1) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve such a dispute then the provision of this by-law shall apply.
- (2) A party asserting a dispute must give the other a Dispute Notice.
- (3) The Dispute Notice must state:
  - (a) what is in dispute;
  - (b) the arguments of the party giving the Dispute Notice; and
  - (c) what should be done to rectify the dispute.
- (4) The party receiving the Dispute Notice must respond in writing within five (5) business days of receiving the Dispute Notice.
- (5) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.



- (6) The conference with the Independent Person must be held within fourteen (14) days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (7) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (8) During the dispute resolution process the parties must continue to perform their obligations existing due to the terms of the by-laws.
- (9) Subject to the parties' rights under the Strata Titles Act 1985, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties' pays the costs of and incidental to the resolution of the dispute.

### 38. STRATA COMPANY MAY MAKE RULES

- (1) The strata company may from time to time make, withdraw or amend rules for the enjoyment, use and management of the common property, including (but not limited to) the enjoyment, management or control of:
  - (a) the Facilities and the Services, including any booking system, security/cleaning deposit or bond, limitation of use, maximum number of users, etc
  - (b) the vehicle access ways;
  - (c) visitors' vehicle parking;
  - (d) security; ~~(e)~~the lifts, stairways and passageways;
  - (f) rubbish collection;
  - (g) charges relating to the security system and the Keys;
  - (h) the use of common areas by the proprietors or occupiers of lots;
  - (i) the consumption of alcohol on the common property;
  - (j) entry onto the roof of the building including when entering onto the roof to access any Exclusive Use Area; and
  - (k) any other matter that the strata company reasonably considers necessary, provided that such rules must not conflict with the by-laws or the Strata Titles Act 1985.
- (2) Any costs associated with the cleaning and repair of the common area as a result of the sole use by a proprietor, his tenant or invitee, shall be payable by the proprietor of the lot concerned and such costs may be raised as a contribution to the strata company in accordance with section 36(1) of the Strata Titles Act 1985 and recoverable as a debt in a court of competent jurisdiction.



### 39. LEASING OF LOTS

- (1) A Proprietor of a Residential Lot may grant occupancy rights in respect of the Lot to residential tenants for a term not less than 3 months.
- (2) Prior to the leasing of a lot the proprietor shall before the commencement date of such lease;
  - (a) inform the strata company of the name of the proprietors managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
  - (b) provide the lessee with a copy of the strata company by-laws;
  - (c) provide to the strata company a copy of an executed and stamped lease and ensure that such lease states that any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

### 40. NOISE

- (1) A proprietor must not use its lot in a manner which would unreasonably cause damage, nuisance or disturbance to other proprietors or their users, or to the owners or occupiers of adjoining lots.
- (2) A proprietor must not use a lot in a noisy, noxious or offensive manner.
- (3) A proprietor must not use any plant or machinery or the Facilities on the lot so as to unreasonably constitute a nuisance or disturbance to the other proprietors, occupiers or other residents of the parcel.
- (4) A proprietor, occupier or other resident must not use any radio, gramophone, television, amplifier, audio-visual, sound or imagery production equipment in the lot unless it is sound producing equipment which cannot be heard outside of the lot.

### 41. TENANTS, OCCUPIERS TO BE BOUND BY THESE BY-LAWS

A proprietor tenant or invitees, including without limiting the generality of the term, any lessee or licensee of the proprietor or tenant shall be bound by these by-laws.

### 42. WINDOW TREATMENTS AND EXTERIOR GLASS

To maintain consistency in the external appearance of the building, a proprietor, occupier or other resident of a Residential Lot shall not install curtains, blinds or window treatments visible from outside the lot unless the curtains, blinds or window treatments have white backing material.



#### 43. WATER LEAKAGE TO OTHER LOTS OR COMMON PROPERTY

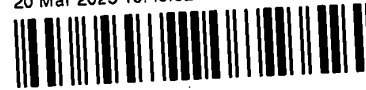
- (1) A proprietor shall ensure that all wet areas, such as bathrooms, en-suites, toilets, laundries, kitchens and balconies in the lot are maintained in a proper sealed manner so as to prevent the leakage, seepage or transference of any water or other liquid to any part of the common property (other than waste pipes provided for the disposal of such water or liquid) or to any other lot or part of the parcel.
- (2) If any leakage, seepage or transference of any water or liquid from the wet areas of a lot to another lot or any part of the common property or the building occurs, then the proprietor of the lot from which the leakage, seepage or transference has occurred shall, at its cost, rectify such leakage, seepage or transference of such water or liquid within a reasonable time after the strata company gives written notice to rectify.
- (3) If a proprietor of the lot from which the leakage, seepage or transference has occurred fails to rectify such leakage, seepage or transference of such water or liquid within a reasonable time, then the strata company may carry out such works as may be required in accordance with sections 38 and 39 of the Strata Titles Act 1985 and employ any means necessary to rectify such leakage, seepage or transference and recover any costs incurred by the strata company in so doing from a proprietor in accordance with section 38 of the Strata Titles Act 1985.
- (4) If any leakage, seepage or transference of water or liquid is due to a fault or defect in the common property then paragraphs (1) and (2) of this by-law will not apply except that the strata company may exercise its powers under sections 38 and 39 of the Strata Titles Act 1985.



OFFICE USE ONLY

P487354 SB

20 Mar 2023 15:45:32 Perth



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

Lodged by:<sup>15</sup> **GV Lawyers**

Address: **Level 5, Irwin Chambers, 16 Irwin Street, Perth WA 6000**

Phone Number: **(08) 9325 6188**

Fax Number: **(08) 9221 1745**

Reference Number: **PM:20221471**

Issuing Box Number: **82T**

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

---

Prepared by: **GV Lawyers**

Address: **Level 5, Irwin Chambers, 16 Irwin Street, Perth WA 6000**

Phone Number: **(08) 9325 6188**

Fax Number: **(08) 9221 1745**

Reference Number: **PM:20221471**

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: AS

<sup>15</sup> Lodging Party Name may differ from Applicant Name.  
Version 2

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





**Part 5 – Execution**

**1. Common Seal<sup>11</sup>**

Date of Execution: \_\_\_\_\_

The common seal of<sup>12</sup>

**The Owners of Vantage Apartments, Strata Scheme 67408**

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



Member of Council<sup>13</sup>:

Member of Council<sup>13</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

OR

**2. No Common Seal<sup>11</sup>**

Date of Execution: 16<sup>th</sup> March 2023

Signed for and on behalf of<sup>12</sup> **The Owners of Vantage Apartments, Strata Scheme 67408** in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council /  Strata Manager of strata company<sup>14</sup>:

Member of Council /  Strata Manager of strata company<sup>14</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

<sup>11</sup> See SIG-14 for execution of documents by a strata company.

<sup>12</sup> 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.

<sup>13</sup> The common seal must be witnessed by 2 members of council.

<sup>14</sup> Select whichever is applicable.



**Part 3 – By-laws of Significance**

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

By-law number(s)

Staged subdivision by-laws<sup>4</sup>: \_\_\_\_\_

By-law under planning (scheme by-laws) condition<sup>5</sup>: \_\_\_\_\_

Exclusive use by-laws<sup>6</sup>: \_\_\_\_\_

Western Australian Planning Commission approval number (if applicable)<sup>7</sup>:

Leasehold by-laws<sup>8</sup>: \_\_\_\_\_

**Part 4 – Attachments**

- Consent Statement – Designated Interest<sup>9</sup> Holders, to staged subdivision by-laws
- Consent of the Owner of the Leasehold Scheme<sup>10</sup>, to leasehold by-laws or staged subdivision by-laws
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of WAPC or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

<sup>4</sup> Refer *Strata Titles Act 1985* section 42.

<sup>5</sup> Refer *Strata Titles Act 1985* section 22.

<sup>6</sup> Refer *Strata Titles Act 1985* section 43.

<sup>7</sup> Refer *Strata Titles Act 1985* section 20.

<sup>8</sup> Refer *Strata Titles Act 1985* section 40.

<sup>9</sup> Refer section 3(1) of the Act for meaning of designated interest.

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

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

## Annual General Meeting Minutes

For Strata SP 67408

### VANTAGE APARTMENTS

60 Riversdale Road, RIVERVALE WA 6103, Australia

Held At Time: 05:00 PM, on 21 January 2026

At, Venue: Rivervale Community Centre, Francisco Street, Rivervale, WA, 6103

#### CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

##### Lots Owners in Attendance

Lot 1	Oakfield Strata	Proxy present (pre-voted)
Lot 7	Ruth Mallett	Electronic vote
Lot 8	Ian Magee	Proxy present
Lot 12	Mark Langridge	Proxy present
Lot 14	Lyndle Rowe	Owner present
Lot 16	Ronald Knevel	Owner present
Lot 20	David Guelfi	Owner present
Lot 22	K D & N Herridge & M Cobbold	Owner present
Lot 23	Inaita Singh	Owner present
Lot 24	Linda French	Proxy present
Lot 25	Simone Paardekooper	Proxy present
Lot 26	DAVID ANTHONY SMITH	Electronic vote
Lot 32	Geoffrey Webster	Electronic vote
Lot 33	Chairperson of the meetin	Proxy present
Lot 35	Sandra Thoms	Owner present
Lot 36	Roland Ordonez	Proxy present
Lot 37	Ian Magee	Proxy present (pre-voted)
Lot 39	Lachlan King	Electronic vote
Lot 45	Jia Fang Lee	Owner present
Lot 48	Anne-Marie & Adam Vickery	Electronic vote
Lot 51	Gobby James	Electronic vote
Lot 55	Craig Strachan	Proxy present
Lot 56	Geoffrey Rayne	Proxy present
Lot 58	Maria O'Shea	Electronic vote
Lot 62	Andrew John Strange	Owner present
Lot 64	Ng Choon Wei	Proxy present
Lot 67	Stephen Heller	Proxy present
Lot 70	NAIXIE(TONY) YANG	Electronic vote
Lot 79	Michelle Ballantyne	Proxy present
Lot 82	Benjamin Baguley	Proxy present
Lot 83	Simone Wilkins	Owner present (pre-voted)
Lot 84	Craig Grimm	Owner present (pre-voted)
Lot 85	Craig Grimm	Proxy present
Lot 87	Jean Gatti	Proxy present
Lot 91	David Kimber	Electronic vote
Lot 93	Richard Daws	Electronic vote
Lot 96	Nicole Wells	Owner present
Lot 102	Bridget Louella Riddell	Electronic vote
Lot 106	Wendy Rasmussen	Electronic vote
Lot 109	Edson Castro	Electronic vote



# oakfield

EXPERTS IN STRATA

Lot 112	Natalie Michelle Wheatley	Electronic vote
Lot 115	Jodee Wearne	Proxy present
Lot 120	Kaye Scott	Electronic vote
Lot 127	Naomi Cain	Proxy present
Lot 128	Michael Makowski	Electronic vote
Lot 131	Rachel Farnay	Electronic vote
Lot 133	Lesley Bower	Owner present
Lot 137	Elaine Langridge	Proxy present
Lot 148	Michael and Nadia Waite	Electronic vote
Lot 157	David Knox	Owner present
Lot 158	Arturo Ignacio Calvo Barrantes	Electronic vote
Lot 159	Jodie Travis	Electronic vote
Lot 167	Joanne Pannell	Owner present
Lot 171	andea paola sanchez acevedo	Electronic vote
Lot 172	Craig Strachan	Proxy present
Lot 174	Schmie	Company Nominee present
Lot 175	Hannah Moloney (non-financial)	Electronic vote
Lot 188	CRAIG D STEWART (non-financial)	Electronic vote
Lot 189	Linda French	Proxy present
Lot 190	Stephen Kneale	Owner present (pre-voted)
Lot 191	Simone Paardekooper	Owner present
Lot 195	Samuel James William Hall (non-financial)	Electronic vote
Lot 198	Brent Koldenhoven	Proxy present (pre-voted)
Lot 200	Ann Cullen	Owner present
Lot 203	Gerry Patterson	Proxy present
Lot 208	Ian Walz (non-financial)	Electronic vote
Lot 211	Adrian Jurg	Electronic vote

## Additional Attendees

Courtney Smith from Oakfield

## Proxies

Lot 1	Chelsea & Carmen Men Tay	Proxy Name: Oakfield Strata
Lot 8	Deborah Scuderi	Proxy Name: Ian Magee
Lot 12	Elaine & Mark Langridge	Proxy Name: Mark Langridge
Lot 24	Paul & Linda French	Proxy Name: Linda French
Lot 25	Devin & Kim King	Proxy Name: Simone Paardekooper
Lot 33	Jodi Garratt	Proxy Name: Chairperson of the meetin
Lot 36	Zosine Olayres & Roland Ordonez	Proxy Name: Roland Ordonez
Lot 37	Ali Sahin	Proxy Name: Ian Magee
Lot 55	Craig & Emma Strachan	Proxy Name: Craig Strachan
Lot 56	Geoffrey & Christine Rayne	Proxy Name: Geoffrey Rayne

email. [admin@oakfield.com.au](mailto:admin@oakfield.com.au) | phone. 08 6355 5225

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Lot 64	Benjavoradhum Wanchalerm & Ng Choon Wei	Proxy Name: Ng Choon Wei
Lot 67	Stephen & Julia Heller	Proxy Name: Stephen Heller
Lot 79	Geoffrey Howell & Michelle Ballantyne	Proxy Name: Michelle Ballantyne
Lot 82	Benjamin Baguley & Chloe Lassam	Proxy Name: Benjamin Baguley
Lot 85	Lesley Gregory	Proxy Name: Craig Grimm
Lot 87	Brian Gatti & Jean Gatti	Proxy Name: Jean Gatti
Lot 115	Justin & Jodee Wearne	Proxy Name: Jodee Wearne
Lot 127	Ian Magee & Naomi Cain	Proxy Name: Naomi Cain
Lot 137	Demi D'Cruz	Proxy Name: Elaine Langridge
Lot 172	Roy Donaldson	Proxy Name: Craig Strachan
Lot 174	Bonnefoi Real Estate Pty Ltd	Proxy Name: Schmie
Lot 189	Paul & Linda French	Proxy Name: Linda French
Lot 198	Lynette Koldenhoven	Proxy Name: Brent Koldenhoven
Lot 203	Gerry Richardson & Lorelle Patterson	Proxy Name: Gerry Patterson

## 1. QUORUM

### STATEMENT

A quorum was not present so after 30 minutes in accordance with Section 130 (4) Strata Titles Act 1985 the Strata Manager confirmed that those present at the meeting constituted a quorum and the meeting may proceed to business.

The meeting was opened at 5:30PM

## 2. CHAIRPERSON

### ORDINARY RESOLUTION

By ordinary resolution to appoint Courtney Smith as the chairperson of the meeting.

**Passed by Simple Majority**

### **Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

### 3. MINUTES OF PREVIOUS MEETING

#### ORDINARY RESOLUTION

By ordinary resolution that the minutes of the previous Annual General Meeting are accepted as a true and correct record.

**Passed by Simple Majority**

#### *Invalid Vote Reasons*

4 invalid vote(s) - 4x Non-financial

### 4. FINANCIAL STATEMENTS & BALANCE SHEET

#### ORDINARY RESOLUTION

By ordinary resolution that the financial statements for the previous Annual Period 1st of November 2024 - 31st of October 2025 are accepted.

#### **Closing Balance**

Administration Fund	-\$7,771.80
Reserve Fund	\$772,809.24

**Passed by Simple Majority**

#### *Invalid Vote Reasons*

4 invalid vote(s) - 4x Non-financial

### 5. ELECTION OF COUNCIL OF OWNERS

#### 5.1. NOMINATION FOR COUNCIL OF OWNERS

#### ORDINARY RESOLUTION

By ordinary resolution that the chairperson is to receive nominations from the floor and read out any nominations received prior to the meeting.

Lot 8 – Deborah Schuderi  
Lot 16 – Ronald Knevel  
Lot 83 – Simone Wilkins  
Lot 115- Justin Weare  
Lot 127 – Naomi Cain  
Lot 174 – Schnid Francois  
Lot 191- Paul Paardekooper

**Passed by Simple Majority**

***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

**5.2. NUMBER OF COUNCIL OF OWNER MEMBERS**

**ORDINARY RESOLUTION**

By ordinary resolution the council of owners will consist of 5 members

**Passed by Simple Majority**

***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

**COUNCIL OF OWNER ELECTION**

Ballot to be conducted where the number of nominations received exceeds the number of Council of owners member positions resolved at item 5.2.

NOTE subject to Sch1 by-law 5(6) of the Act, if the meeting is being conducted fully or partially remotely, the result of the election will be announced once your Strata Manager has received the completed Council of owners ballot voting forms from those who attended the meeting and were eligible to vote.

All completed forms must be returned to the Strata Manager within 5 business days of the meeting to be included in the vote count.

The incumbent COO will continue to function until the result of the election is formally announced with the minutes of meeting.

**Election of Council Members**

A ballot was conducted, and the following owners were elected as the Council of Owners:

Lot 8 – Deborah Schuderi  
Lot 16 – Ronald Knevel  
Lot 115- Juston Weare  
Lot 127 – Naomi Cain  
Lot 191- Paul Paardekooper

## 7. BUILDING INSURANCE

### 7.1. BUILDING INSURANCE

#### STATEMENT

Details of the current building property insurance held by the Strata Company are provided in the table below and within the provided insurance schedule.

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU00000188 72	CHU Underwriting Agencies	31 Oct 2026	Building Cover	\$121,861,740.00	\$5,000.00
			Catastrophe	\$18,279,261.00	
			Contents	\$1,218,617.00	
			Fidelity guarantee	\$250,000.00	
			Legal Expenses	\$50,000.00	
			Loss of rent	\$18,279,261.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	\$100,000.00	\$1,000.00
			Office bearers liability	\$5,000,000.00	
			Public liability	\$50,000,000.00	
<b>TOTAL PREMIUM: \$86,357.20</b>					

### 7.2. INSURANCE VALUATION

#### ORDINARY RESOLUTION

By ordinary resolution, the Council of Owners is to be given authority to obtain a valuation for Insurance purposes as required.

**Passed by Simple Majority**

**Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

**7.3. RENEWAL INSTRUCTIONS**

**ORDINARY RESOLUTION**

By ordinary resolution that the Strata Manager will present quotations to the Council for review and instruction and that the Council of Owners has the authority to renew the policy based on the insurer's suggestion or the insurance valuation recommendation. If no instructions are received from the Council before the policy expires, Oakfield will proceed with renewing coverage with the current insurer to avoid any lapse in insurance for the Strata Company.

**Passed by Simple Majority**

**Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

**8. BUDGET**

**8.1. ANNUAL EXPENDITURE BUDGET – CONSOLIDATED ADMINISTRATIVE FUND**

**ORDINARY RESOLUTION**

By ordinary resolution the Strata Company resolve to receive and accept the proposed Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of November 2025 to 31st of October 2026

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$1,096,617.00
----------------------	----------------

**Passed by Simple Majority**

**Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

## 8.2. ANNUAL EXPENDITURE BUDGET – RESERVE FUND

### ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to receive and accept the proposed Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of November 2025 to 31st of October 2026

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund:	\$10,080.00
---------------	-------------

**Passed by Simple Majority**

#### **Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

## 8.3. LEVY CONTRIBUTIONS – ADMINISTRATIVE FUND

### ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Administrative Contribution:	\$510,033.00
------------------------------	--------------

From	To	Due	Admin Fund	Per Lot Entitlement
01 Nov 2025	31 Jan 2026	01 Nov 2025	\$124,888.71	\$12.49
01 Feb 2026	30 Apr 2026	01 Feb 2026	\$128,381.43	\$12.84
01 May 2026	31 Jul 2026	01 May 2026	\$128,381.43	\$12.84
01 Aug 2026	31 Oct 2026	01 Aug 2026	\$128,381.43	\$12.84
<b>TOTAL</b>			<b>\$510,033.00</b>	

And further that subsequent levies will be continued on a **quarterly** basis until otherwise determined by the Strata Company at a general meeting.

#### **Interim Periods**

From	To	Due	Admin Fund	Per Lot Entitlement
01 Nov 2026	31 Jan 2027	01 Nov 2026	\$128,381.43	\$12.84

**Please note that all figures are exclusive of GST.**

**Passed by Simple Majority**

#### **Invalid Vote Reasons**

4 invalid vote(s) - 4x Non-financial

## 8.4. LEVY CONTRIBUTIONS – RESERVE FUND

### ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Reserve Fund:	\$175,106.00
---------------	--------------

From	To	Due	Reserve Fund	Per Lot Entitlement
01 Nov 2025	31 Jan 2026	01 Nov 2025	\$43,105.93	\$4.31
01 Feb 2026	30 Apr 2026	01 Feb 2026	\$44,000.02	\$4.40
01 May 2026	31 Jul 2026	01 May 2026	\$44,000.02	\$4.40
01 Aug 2026	31 Oct 2026	01 Aug 2026	\$44,000.03	\$4.40
<b>TOTAL</b>			<b>\$175,106.00</b>	

And further that subsequent levies will be continued on a **quarterly** basis until otherwise determined by the Strata Company at a general meeting.

#### Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
01 Nov 2026	31 Jan 2027	01 Nov 2026	\$44,000.03	\$4.40

Please note that all figures are exclusive of GST.

**Passed by Simple Majority**

#### *Invalid Vote Reasons*

4 invalid vote(s) - 4x Non-financial

## 8.5. LEVY CONTRIBUTIONS – RESIDENTIAL

### ORDINARY RESOLUTION

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year are as follows:

Administrative Contribution:	\$304,624.00
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From	To	Due	Admin Fund	Per Lot Entitlement
1 November 2025	31 January 2026	1 November 2025	\$67,247.74	\$6.76
1 February 2026	30 April 2026	1 February 2026	\$79,125.42	\$7.95
1 May 2026	31 July 2026	1 May 2026	\$79,125.42	\$7.95
1 August 2026	31 October 2026	1 August 2026	\$79,125.42	\$7.95
<b>TOTAL</b>			<b>\$304,624.00</b>	

And further that subsequent levies will be continued on a **quarterly** basis until otherwise determined by the Strata Company at a general meeting.

### Interim Period

From	To	Due	Group Budget Fund	Per Lot Entitlement
1 November 2026	31 January 2027	1 November 2026	\$79,125.42	\$7.95

Please note that all figures are exclusive of GST.

Passed by Simple Majority

### Invalid Vote Reasons

4 invalid vote(s) - 4x Non-financial

## 8.6. EXPENDITURE BEYOND CURRENT PERIOD

### ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve that the Council of Owners are authorised to spend at a rate that is consistent with the spend rate for the Current Period until next budget is approved at a general meeting.

Passed by Simple Majority

### Invalid Vote Reasons

4 invalid vote(s) - 4x Non-financial

## 9. DEBT RECOVERY PROCEDURE

### ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve to adopt the Debt Recovery procedure provided and attached.

**Passed by Simple Majority**

#### ***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

## 10. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

### ORDINARY RESOLUTION

By ordinary resolution that pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed:

Where the Strata Company has a Common Seal by application of the Common Seal attested by two (2) members of the Council of Owners

OR

Where the Strata Company does not have a Common Seal or does not want to use the Common Seal by application of the signature of two (2) members of the Council of Owners

**Passed by Simple Majority**

#### ***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

## 11. AUTHORITY TO SPEND

### ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve that the Strata Manager have a delegated authority to spend up to the value of \$1000 for urgent or routine maintenance items.

**Passed by Simple Majority**

#### ***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

## 12. 10 YEAR PLAN

### ORDINARY RESOLUTION

That the Strata Company acceptd the 10 year plan.

**Passed by Simple Majority**

#### ***Invalid Vote Reasons***

4 invalid vote(s) - 4x Non-financial

## 13. GENERAL BUSINESS

This agenda item is a forum for discussion only and no resolution of the Strata Company will be facilitated within this item. Any other general business to be referred to the Council of Owners for further consideration.

#### ***Notes***

- **Vehicle Gate Update:** An application has been submitted to the City of Belmont, and we are awaiting confirmation of the outcome.
- **Parking Fines:** Parking fines are payable to the third-party contractor, not the Strata Company.
- **Breach/Contravention Notices:** It was clarified to all owners that amounts invoiced when issuing a notice of contravention or breach of a by-law are cost recovery fees. These are administrative costs, not fines or penalties.
- **Parking Policy:** A parking policy will be drafted once CAFE opens in relation to their visitors.
- **Sky Deck Glass Replacement:** Replacement works will proceed via crane. Previous delays were due to the coordination of work.
- **Steam Room Repairs:** Steam room repairs form part of the SAT Defects case. Owners have requested that the closure notice reflect this to inform residents. Oakfield to draft to send to the building manager to display
- **Building Induction/Orientation for New Residents:** A building induction/orientation needs to be completed with the Building Manager for all new residents.
- **House Rules Reminder:** A letterbox drop will be completed, and an email sent to owners and agents with a copy of the House Rules as a reminder.
- **Pool Glass Cleaning:** Cleaning of the new pool glass will be carried out by a third-party contractor. Quotes are currently being sourced.

## 14. NEXT ANNUAL GENERAL MEETING

#### ***Notes***

December 2026  
Rivervale community center

## MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **06:35 PM**.

**Cost Centre: Shared Funds**  
**Statement of Financial Position**  
**AS AT 26/05/2026**

**Date :** 26/05/2026  
**Time :** 12:55  
**Username :** Courtney Smith  
**Client Position :** Management

**Strata Plan No. SP 67408**

**60 Riversdale Road, RIVERVALE WA 6103, Australia**

	<b>Actual</b> 01/11/2025 - 26/05/2026	<b>Actual</b> 01/11/2024 - 31/10/2025
<b>Owners Funds:</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Administrative Fund	\$266,730.61	\$0.00
Owners Equity--Admin	\$65,482.47	\$0.00
	\$332,213.08	\$0.00
<b>Reserve Fund</b>		
Operating Surplus/Deficit--Reserve Fund	\$43,009.20	\$0.00
Owners Equity--Capital Works	\$772,809.24	\$0.00
	\$815,818.44	\$0.00
<b>Net Owners Funds</b>	\$1,148,031.52	\$0.00
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	\$154,318.60	\$0.00
Receivable--Levies--Admin	\$14,791.02	\$0.00
Receivable Special Levies -- Admin	\$13,583.41	\$0.00
Interest Receivable--Levies--Admin	\$30.28	\$0.00
Receivable Owners - Admin	\$29,264.01	\$0.00
Investment Account 4	\$100,000.00	\$0.00
Investment Account 5	\$100,000.00	\$0.00
	\$411,987.32	\$0.00
<b>Reserve Fund</b>		
Investment Account 1	\$353,049.96	\$0.00
Investment Account 2	\$263,385.17	\$0.00
Investment Account 3	\$200,142.00	\$0.00
Cash at Bank--Capital Works	\$217.04	\$0.00
Receivable--Levies--Capital Works	\$5,149.16	\$0.00
Interest Receivable GL - Capital Works	\$10.38	\$0.00
	\$821,953.71	\$0.00
<b>Unallocated Money</b>		
Cash at Bank--Unallocated	\$16,105.74	\$0.00
	\$16,105.74	\$0.00
<b>Total Assets</b>	\$1,250,046.77	\$0.00
<b>Less Liabilities</b>		
<b>Administrative Fund</b>		
Accrued Expense	\$36,330.00	\$0.00
Creditor--GST--Admin	\$41,563.24	\$0.00
Creditors--Other--Admin	\$1,881.00	\$0.00
	\$79,774.24	\$0.00
<b>Reserve Fund</b>		
Creditor--GST--Capital Works	\$3,931.67	\$0.00
Income Tax	\$2,203.60	\$0.00
	\$6,135.27	\$0.00
<b>Unallocated Money</b>		

Prepaid Levies--Unallocated	\$16,105.74	\$0.00
	<hr/>	<hr/>
	\$16,105.74	\$0.00
<b>Total Liabilities</b>	<hr/>	<hr/>
	\$102,015.25	\$0.00
<b>Net Assets</b>	<hr/>	<hr/>
	\$1,148,031.52	\$0.00

**Cost Centre: Residential**  
**Statement of Financial Position**  
**AS AT 26/05/2026**

**Date :** 26/05/2026  
**Time :** 12:50  
**Username :** Courtney Smith  
**Client Position :** Management

**Strata Plan No. SP 67408**

**60 Riversdale Road, RIVERVALE WA 6103, Australia**

	Actual 01/11/2025 - 26/05/2026	Actual 01/11/2024 - 31/10/2025
<b>Owners Funds:</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Administrative Fund	\$37,218.80	\$0.00
Owners Equity--Admin	\$(73,254.27)	\$0.00
	\$(36,035.47)	\$0.00
<b>Reserve Fund</b>		
Operating Surplus/Deficit--Reserve Fund	\$0.00	\$0.00
	\$0.00	\$0.00
<b>Net Owners Funds</b>	\$(36,035.47)	\$0.00
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	\$(21,939.89)	\$0.00
Receivable--Levies--Admin	\$8,361.61	\$0.00
Interest Receivable--Levies--Admin	\$26.96	\$0.00
Receivable Owners - Admin	\$397.00	\$0.00
	\$(13,154.32)	\$0.00
<b>Reserve Fund</b>		
	\$0.00	\$0.00
<b>Unallocated Money</b>		
	\$0.00	\$0.00
<b>Total Assets</b>	\$(13,154.32)	\$0.00
<b>Less Liabilities</b>		
<b>Administrative Fund</b>		
Creditor--GST--Admin	\$2,524.28	\$0.00
Creditors--Other--Admin	\$20,356.87	\$0.00
	\$22,881.15	\$0.00
<b>Reserve Fund</b>		
	\$0.00	\$0.00
<b>Unallocated Money</b>		
	\$0.00	\$0.00
<b>Total Liabilities</b>	\$22,881.15	\$0.00
<b>Net Assets</b>	\$(36,035.47)	\$0.00

**Master Owner Ledger**

**Owners:** Current Owners in The Owners - Strata Plan SP 67408

**Date :** 26/05/2026  
**Time :** 12:26  
**Username :** Courtney Smith  
**Client Position :** Management

Vantage Apartments, 60 Riversdale Road RIVERVALE - SP 67408 ABN: 95 674 137 148

**Lot 91 Unit 609 Dawn Hughes & David Kimber** UE / AE: 35.00 / 10,000.00

**Levies**

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount	Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit					
<b>Balance brought forward</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>					
1	09/01/2026	Once-off	Lot 91 : Electricity Usage 04/10/2025 to 01/12/2025 - Meter Number 218034871_tot - Rdg: 8813 - Units: 341	140.28	140.28	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
2	09/01/2026	Once-off	Lot 91 : Hot Water Usage 04/10/2025 to 01/12/2025 - Meter Number 218034871_Hot - Rdg: 93370 - Units: 4710	74.53	74.53	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
3	10/02/2026	Quarterly	(01/02/2026 - 30/04/2026) Residential Levy Contribution	306.07	306.07	0.00	0.00	0.00	0.00%	Standard	PAID	Residential
4	10/02/2026	Quarterly	(01/02/2026 - 30/04/2026) Admin & Reserve Fund Levy	494.27	494.27	169.40	169.40	0.00	0.00%	Standard	PAID	None
5	02/03/2026	Once-off	Lot 91 : Hot Water Usage 02/12/2025 to 05/02/2026 - Meter Number 218034871_Hot - Rdg: 97392 - Units: 4022	66.05	66.05	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
6	02/03/2026	Once-off	Lot 91 : Electricity Usage 02/12/2025 to 05/02/2026 - Meter Number 218034871_tot - Rdg: 9347 - Units: 534	210.34	210.34	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
7	01/05/2026	Quarterly	(01/05/2026 - 31/07/2026) Admin & Reserve Fund Levy	494.27	494.27	169.40	169.40	0.00	0.00%	Standard	PAID	None

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount	Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit					
8	01/05/2026	Quarterly	(01/05/2026 - 31/07/2026) Residential Levy Contribution	306.07	306.07	0.00	0.00	0.00	0.00%	Standard	PAID	Residential
9	13/05/2026	Once-off	Approved at Vote outside General Meeting 10/04/2026 Special Levy - Defects Matter	385.00	385.00	0.00	0.00	0.00	0.00%	Special	PAID	None
10	21/05/2026	Once-off	Lot 91 : Electricity Usage 06/02/2026 to 30/03/2026 - Meter Number 218034871_tot - Rdg: 9720 - Units: 373	151.90	151.90	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
11	21/05/2026	Once-off	Lot 91 : Hot Water Usage 06/02/2026 to 30/03/2026 - Meter Number 218034871_Hot - Rdg: 99611 - Units: 2219	43.84	43.84	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None

Current position: Unallocated prepayments \$0.00 | Levy credits: \$0.00 | Levy arrears & owner invoices due: \$0.00 | Interest on arrears due: \$0.00 | Interest accruing: \$0.00  
Total balance with due interest: \$0.00 | Total balance with due interest and accrued interest: \$0.00

**Receipts**

Date	Receipt no.	Admin Fund		Capital Works Fund		Unallocated	Total amount		
		Subtype	Status	Source	Paid			Interest	Paid
12/01/2026	5597301774833008	Receipt	Banked		74.53	0.00	0.00	0.00	74.53(2) Full
12/01/2026	5595111608339785	Receipt	Banked		140.28	0.00	0.00	0.00	140.28(1) Full
11/02/2026	11044161782149514	Receipt	Banked		800.34	0.00	169.40	0.00	969.74(3, 4) Partial
05/03/2026	58888871275154	Receipt	Banked		66.05	0.00	0.00	0.00	66.05(5) Full
05/03/2026	5891081300811327	Receipt	Banked		210.34	0.00	0.00	0.00	210.34(6) Full
27/04/2026	1156053729413591	Receipt	Banked		800.34	0.00	169.40	0.00	969.74(7, 8) Partial
18/05/2026	1164586258816189	Receipt	Banked		385.00	0.00	0.00	0.00	385.00(9) Full
21/05/2026	618708678071122	Receipt	Banked		43.84	0.00	0.00	0.00	43.84(11) Full
21/05/2026	6184881164670965	Receipt	Banked		151.90	0.00	0.00	0.00	151.90(10) Full



Level 4, 55 St Georges Terrace  
Perth WA 6000

PO BOX 5721, Perth 6831

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0000018872</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	31/10/2025 to 31/10/2026 at 4:00pm
<b>The Insured</b>	THE OWNERS OF VANTAGE APARTMENTS SP 67408
<b>Situation</b>	60 RIVERSDALE ROAD RIVERVALE WA 6103

## Sections

### Section 1 – Insured Property

Building: \$121,861,740  
Common Area Contents: \$1,218,617  
Loss of Rent & Temporary Accommodation (total payable): \$18,279,261  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: \$18,279,261  
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,741,889  
Escalation in Cost of Temporary Accommodation: \$913,963  
Cost of Removal, Storage and Evacuation: \$913,963  
Machinery Breakdown: \$100,000  
Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: \$50,000,000

### 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

31/10/2025

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.