# MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN 46247 NAUTILUS APARTMENTS - SITUATED AT 17-21 ROCKINGHAM BEACH ROAD, ROCKINGHAM HELD ON SATURDAY THE 18TH OF JANUARY 2025

AT THE GYMNASIUM, 17-21 ROCKINGHAM BEACH ROAD, ROCKINGHAM

#### **Preliminary Matters**

#### Open

The meeting was declared open at 11:04 a.m.

#### Attendance

М	Peterson	Lot 4
C	& F Brereton	Lot 5
М	Simpson	Lot 6
Jı	Barwick	Lot 9
W	& C Morris	Lot 10
С	& Tanya Niese	Lot 11
R(	: Francis	Lot 13
S	& K <sub>.</sub> Ryan	Lot 14
Di	Deveruex	Lot 16
J	Stewart	Lot 19
R	Colquhoun	Lot 24
D	Barr	Lot 25
E١	Garstang	Lot 26
J	& G Pienaar	Lot 27
J	Gooderson	Lot 29
L	Norris	Lot 30
K	& C Medhurst	Lot 31
S	& Ma Curley	Lot 33
Ľ	Mansfield	Lot 34
J	Tusa	Lot 36
D	Titan	Lot 37
R	, & S McKenna	Lot 39
Ε	Contatore	Lot 40
М	Wells	Lot 41
G	Mills	Lot 42
Р	& A Robinson	Lot 43
Α	Robinson	Lot 44
G .	Bugler	Lot 47
W	& J Thomson	Lot 49
ľ	Merrill	Lot 50
M	Livingstone	Lot 51
S	Milton	Lot 53
J	Scala	Lot 55
Jŧ	· Manning	Lot 59
J	& J Reblo	Lot 62
M	Peterson	Lot 71
K	Thomson	Lot 72
J	Djukich	Lot 86

#### **Managing Agent Representative**

Chambers Chambers Franklyn Strata Management

#### **Invited Guest**

P Geary Ascend Business Accountants

#### **Proxies**

TTORICS	
Indge Fort Super Fund	Lot 2 to Chairperson
D & M Peterson	Lot 4 to M Peterson
A & K Harris	Lot 17 Voted electronically. Proxy to the meeting chairperson
R Carson	Lot 18 to S Curley
G & J Pienaar	Lot 27 Enduring proxy to J Pienaar
V &L Alter	Lot 28 Voted electronically. Proxy to the meeting chairperson
K & C Medhurst	Lot 31 to S Curley
S & M Curley	Lot 33 to S Curley
R Glass	Lot 35 Voted electronically. Proxy to the meeting chairperson
M & M Wells	Lot 41 Enduring proxy to M Wells
A Cavalil, M Gurgel, & C Smith	Lot 48 Enduring proxy to the meeting chairperson
R &K Apps	Lot 60 to S Curley
J & J Rebelo	Lot 62 to A Robinson
Starspring Pty Ltd	Lot 63 Enduring proxy to A Robinson
K Investment & A Super Fund	Lot 64 Enduring proxy to Strata Manager
Longland Holdings Pty Ltd	Lot 66 Enduring proxy to A Robinson
D & M Peterson	Lot 71 to Ma Peterson
P Cullinane	Lot 75 Voted electronically. Proxy to the meeting chairperson
S & W Turland	Lot 79 Voted electronically. Proxy to the meeting chairperson
M Brown	Lot 82 Voted electronically. Proxy to the meeting chairperson
M Timpog	Lot 83 Voted electronically. Proxy to the meeting chairperson

#### 1. APPOINTMENT OF MEETING CHAIRPERSON

It was RESOLVED that Andrew Chambers be appointed to chair the meeting.

#### 2. QUORUM

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

#### 3. CONFIRMATION OF MINUTES

3.1 It was RESOLVED that the minutes of the Annual General Meeting held on the 20th of January 2024 be received and accepted as an accurate record.

Moved: R Francis Seconded: M Wells

#### 3.2 Business Arising

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

At this time, it was agreed to bring forward item 7.2 so P Geary could address the meeting.

#### **Income Tax Requirements**

P Geary addressed the meeting explaining the following and answered several queries

Tower, car bay, and storeroom incomes for your strata company are classified as Non-mutual Common Property Income and in Western Australia the ownership of the common property is vested in the proprietors as tenants in common in proportion equal to the unit entitlement. As such the owners are responsible for declaring their share of this non -mutual income in their personal income tax returns. The reference for this is Tax Ruling TR2015/3.

The reason that this is taxable to individual lot owners and declarable in their personal returns and not on the Strata Company tax return is that the tax department has determined that owners are gaining a benefit of this income by way of reduced levies as the income goes to the strata company and if it didn't receive this income then the strata levies would be higher to make up the shortfall.

This income should have been declared in the past however as the strata company was not aware the information couldn't be passed onto lot owners.

Ascend Accountants have prepared tax tables for each year from 1/7/2016 which were handed out at the meeting and will also be sent via email to all owners.

A template letter to the ATO explaining this has also been drafted and can be sed by owners if they wish to submit to the ATO.

It is recommended that if owners are unsure that they consult their own tax account for any further advice.

Phill Geary was thanked for attending the meeting and left.

#### 3.3 Council of Owner Report

#### **Chairperson Report**

A Robinson gave her report to the meeting with a copy attached to theses minutes.

#### **Treasurers Report**

S Curley gave his report to the meeting with a copy attached to theses minutes Several questions were raised and responded to on both reports.

#### 4. FINANCIAL STATEMENT OF ACCOUNTS

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

Moved: A Robinson Seconded: C Brereton

#### 5. COUNCIL OF OWNERS

#### **5.1** Number of Council Members

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

#### 5.2 Nomination & Election of Council

The chairperson called for the council member nominations.

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

F	Brereton		Lot 5
ŀ	Merrill		Lot 50
Lon	gland Holdings (W	Hemsley)	Lot 66
Kathryn Thomson			Lot 72
F	Robinson		Lot 44
Γ.	· Mansfield		Lot 34
S	Curley		Lot 33

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

#### **5.3** Execution of Documents

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

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

#### 6. INSURANCE

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

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

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

Copies of the most recent Financial Services Guide & Product Disclosure Statement are available upon request and online at any time at www.lyncinsure.com.au.

#### 6.1 Current Insurance Details

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

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

#### 6.2 Insurance Replacement Cost Estimate

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

As Strata Company Managers neither A Chambers nor Chambers F Strata Management could offer advice on the replacement value as neither holds the relevant qualifications.

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

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

Previous insurance replacement cost estimate - \$74,486,500.00 Date 29th January 2024 Current cover - \$74,486,500.00 The meeting RESOLVED that the sums insured were adequate and declined another insurance replacement cost estimate.

#### 6.3 Insurance Policy Renewal

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

#### 7 SPECIAL BUSINESS

#### 7.1 Other Business

General discussion of items raised that were not notified as agenda items for the reference of the Council of Owners to act as directed.

#### Evacuation points

Query raised now that the hotel has been demolished where these would be.

Simon advised that new signs were being made and the evacuation areas would now be across the road at both the front & back of the buildings.

#### 8. BUDGET AND FUND CONTRIBUTIONS

#### 8.1 Proposed Budget of Estimated Expenditure

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

Moved: R McKenna Seconded F Brereton

#### 8.2 Next Financial Year's Budget of Expenditure

The Strata Company resolved that the approved budget of estimated expenditure in the motion mentioned above, be adopted for the period beginning the **1st of December 2025** subject to amendment at the next Annual General Meeting.

#### 8.3 Administrative Fund Contributions

Pursuant to Section 100(1) (a) & (c) of the Strata Titles Act 1985, it was RESOLVED that the ongoing administrative fund contributions as proposed to collect \$ 439,725.00 plus GST p.a. (divided according to unit entitlement) be adopted and be due & payable quarterly in advance on the following dates every year:

Contribution Date Due	Total Amount per Quarter			
1st December 2024	<b>\$</b> 107,251.82			
1st March 2025	<b>\$</b> 110,824.38			
1st June 2025	<b>\$</b> 110,824.38			
1st September 2025	<b>\$</b> 110,824.38			
Total Administrative Contribution	\$ 4,39,725.00			
Next Levy Due 1st December 2025	<b>\$</b> 110,824.42			

**Note:** The contributions due on the **1st of December 2024** have already been issued. The remaining **quarterly** levy contributions will be increased accordingly to \$110,824.38, (divided according to Unit Entitlement) until amended at the next AGM.

Moved: C Brereton Seconded L Mansfield

#### 8.4 Reserve Fund Contributions

Pursuant to Section 100(2) of the Strata Titles Act 1985, it was RESOLVED that the ongoing reserve fund contributions as proposed to collect \$ 216,518.00 plus GST p.a. (divided according to unit entitlement) be adopted and be due & payable quarterly in advance on the following dates every year:

Contribution Date Due	<b>Total Amount per Quarter</b>			
1st December 2024	<b>\$</b> 54,131.05			
1st March 2025	<b>\$</b> 54,128.97			
1st June 2025	<b>\$</b> 54,128.97			
1st September 2025	<b>\$</b> 54,128.97			
Total Administrative Contribution	\$ 216,518.00			
Next Levy Due 1st December 2025	<b>\$</b> 54,128.97			

Note: The contributions due on the **1st of December 2024** have already been issued. The remaining quarterly contributions will remain at **\$54,129.50**, (divided according to Unit Entitlement) until amended at the next AGM.

Moved: C Brereton Seconded: R Francis

#### 9. NEXT GENERAL MEETING

The next Annual General Meeting will be held in **January 2026** subject to confirmation from the CoO.

Any agenda items should be forwarded to the Council of Owners or Strata Managers before the next meeting.

#### 10. CLOSE OF MEETING

There being no further business, the Chairperson thanked those present for their attendance, and declared the meeting closed at 12:11p.m

A Robinson thanked A Chambers for attending and chairing the meeting.



# Approved Budget to apply from 01/12/2024

The Owners of SP 46247

Nautilus Apartments, 17- 21 Rockingham Beach Rd, ROCKINGHAM WA 6168

### **Administrative Fund**

Αp	proved
_	budget

#### Revenue

Levies DueAdmin	439,725.00
Phone Tower Income	65,000.00
RecoveryTenant	6,000.00
Rental IncomeParking	4,400.00
Section 110 Certificate Fees	3,000.00
Security Keys/Tags	3,500.00
Storeroom	4,160.00
Transfer from Reserve Fund	25,000.00
Total revenue	550,785.00

#### Less expenses

AdminAccounting	1,800.00
AdminAgent DisburstPostage & Petties	3,500.00
AdminArchive Storage Fees	70.00
AdminIncome TaxAdmin	3,500.00
AdminLegal & Debt Collection Fees	1,500.00
AdminManagement FeesStandard	28,000.00
AdminMeeting Fees	750.00
AdminPetty Cash Expenses	3,000.00
AdminSection 110 Certificate Fees Paid	3,000.00
AdminTravel Expenses	600.00
Insurance - Risk Management	270.00
InsurancePremiums	65,000.00
Maint BldgCleaning	67,000.00
Maint BldgFire Protection	22,000.00
Maint BldgGeneral Repairs	160,000.00
Maint BldgLiftMaintenance Contract	25,000.00
Maint BldgLiftRegistration Fees	500.00
Maint BldgPlant Hire	4,000.00
Maint BldgTelephone & PABX Equipment	1,600.00
Maint GroundsCaretaker	76,500.00
Maint GroundsPool	15,000.00
UtilityElectricity	20,000.00
UtilityGas	22,000.00
UtilityWater Consumption	24,100.00

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### The Owners of SP 46247

#### **Administrative Fund**

	Administrative Luna
	Approved budget
Total expenses	548,690.00
Surplus/Deficit	2,095.00
Opening balance	49,798.33
Closing balance	\$51,893.33 
Total write of autillament	40000
Total units of entitlement	10000
Levy contribution per unit entitlement	\$48.37
Budgeted standard levy revenue	439,725.00
Add GST	43,972.50
Amount to raise in levies including GST	\$483,697.50

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	Reserve Fund Approved budget
Revenue	
Interest on InvestmentsReserve Levies DueReserve Fund Total revenue	25,000.00 216,518.00 241,518.00
Less expenses	
AdminTransfer to Admin Fund Maint BldgEquipment Purchases Maint BldgGarage Doors Maint BldgGeneral Maintenance Maint BldgGym Equipment Maint BldgPainting Total expenses  Surplus/Deficit	25,000.00 6,500.00 80,000.00 90,000.00 2,500.00 50,000.00 254,000.00 (12,482.00)
Opening balance	664,855.28
Closing balance	\$652,373.28
Total units of entitlement Levy contribution per unit entitlement	10000 \$23.82
Budgeted standard levy revenue Add GST Amount to raise in levies including GST	216,518.00 21,651.80 \$238,169.80

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### Chairperson Report – AGM 18 January 2025

My name is " and I am the chairperson of the COO.

Welcome and thank you for coming along today.

Once again the year has flown by, especially for all of those who travelled throughout the year. All of the council members have worked well together to navigate the management of our building complex. As always, the aim is to utilise our collective strata funds in an effective and efficient way to maintain and maximise the value in our property.

At the last AGM it was suggested that we should have the property revalued for insurance purposes. This was done and the insurable value of the building has been increased from \$55m to \$74m.

We have undertaken several smaller projects this year. We installed a defibrillator on the wall in the pool area, a project undertaken by Fran. Several people attended the training session organised. An extra camera was installed along the Kent St walkway to increase security. We also had new security keys cut for the common property areas, which was successfully rolled out by Simon with a little help from others with key distribution. The regular maintenance organised by Simon, our building manager, took up the majority of our time.

As you will have noticed the Rockingham Hotel has been demolished. Modus conducted apartment inspections, for all owners who requested them. Camfield has advised that they will rectify damage caused by the demolition or construction for those owners who chose to have their property inspected. From my observation the demolition process has proceeded in an orderly and careful manner. This far we are unaware of the proposed construction however the Rockingham City Council has written to one of our members stating that when building application is received it will be available for public consultation.

This year we carried out a lift audit by an independent company as we were considering bring forward the lift replacements. The comforting news is that the maintenance, in their view, is "commensurate with industry expectations" and the lifts "can be considered to be statistically **Very Good**". There were some minor points that have been addressed with Schindlers, our regular maintenance providers, and the COO believe that there is no need to bring forward the lift replacements.

I'd like to highlight the COO position with regard to the following items. As we are all aware there is often news reports of house fires where E-scooters have been left on charge and have caught alight. I believe that once the battery overheats to the point of combustion the fire is instantly out of control. We wanted to bring to everyone's attention the extreme danger to themselves and other owners/tenants as we live in multi-level living. Please if you are charging an E-scooter do not leave it plugged in when you are out or plugged in overnight.

Every year we have a full fire inspection and are given a report with recommendations. The gaps under the doors are compliant with the building standards when the building was erected. If you are in your apartment during a fire and cannot exit the building you would be advised to place a wet towel along the bottom of the door to minimise smoke from entering

your apartment. We have also been advised that some apartments have the door closes disconnected, removed or have magnetic door stops to keep your door open. The closers are designed to stop fire spreading. Please be aware of how your actions may impact other in the building.

Safety is always a concern for owners and tenants. With this in mind at the last AGM we introduced the idea of installing roller shutter doors to all the undercover parking areas. We have added this to the reserve fund budget for installation this year. The likely scenario is that they will automatically open in the morning and remain open during the day. If they are closed your normal fob key will open them.

Just a reminder about keeping the common areas clean. We do have a cleaner 5 days per week however this complex is our home it and it is up to us to treat it as such. If you drop or spill something please clean it up (don't just leave it for the cleaner). A few weeks ago I did come across a mess in the lift when someone's pet or small child was sick on the floor, I was on my way out but the mess was still there when I came back an hour later so I cleaned it up. I realise that sometimes the people in the short-term rentals may treat the complex as a resort and not have the same level of care, please let Simon know if you see someone leaving their mess for others to deal with and it can be addressed with the owner of the property.

I would like to convey my sincere thanks to my fellow council members,

This is a voluntary position that holds a lot of responsibility. I can honestly say that all members have acted in good faith to manage the funds for our company to the best of our abilities, acting in the best interest of all of you.

I would also like to give a special thanks to Ricky for all the effort he has put in over the years. Ricky has been the person who has done a fantastic job swapping bins at the busy Christmas period and keeping on top of the other issues that have arisen while Simon has had a well deserved holiday. Ricky has decided to step down from the COO and let someone else get involved.

The other COO position being vacated is Bob's. He and Kay have built a house during the year and are moving. Thanks Bob for your input during the year, which included the revamp of lobby 2.

Once again I invite you all to consider putting your name forward to be part of the council. You will need to be prepared to donate your time and energy into the running of the complex.

Thank you.

### **AGM TREASURERS REPORT 18TH JANUARY 2025**

OVER THE PAST YEAR THE BUDGET HAS PROVEN IT SELF TO BE WELL THOUGHT OUT BY THE COO AND IT HAS SERVED THE NAUTILUS APARTMENTS SUCCESSFULLY IN THE MAINTENANCE AND RUNNING OF OUR HOME.

WE STARTED THE YEAR WITH AROUND THE \$35,000 OPENING BALANCE IN THE ADMINISTRATION FUND AND FINISHED UP AFTER THE YEAR WITH A CLOSING BALANCE OF AROUND \$50,000 FROM THIS YEARS BUDGET-----SO WE WILL START THE NEW YEAR WITH A SURPLUS OF NEARLY \$50,000----AN EXCELLENT YEAR. THIS BUFFER IS VERY HELPFUL FOR UNEXPECTED EXPENSES

LOOKING AT OUR SINKING FUND OR OUR RESERVE FUND WE STARTED THE YEAR WITH THE OPENING BALANCE OF \$469,000 WE SPENT ABOUT \$2,500 ON A LIFT AUDIT, TO SEE WHAT CONDITION THEY ARE IN AND THE LIFE EXPECTANCY OF THEM.

\$16,000 ON NEW LOCKS FOR THE FIRE ESCAPES AND BIN ROOM, PLUS WE HAD TO REPLACE A COUPLE OF OLD WOODEN DOORS WITH ALUMINIUM ONES. ALSO \$15,000 ON A NEW GYM BIKE, A DEFIBRILLATOR, STAINLESS STEEL UPGRADE TO THE HANDRAILS OUT THE FRONT THAT WERE VANDALISED.

A COUPLE OF HARNESSES FOR PEOPLE TO GO ON THE ROOF AND REDO THE CAR BAY LINES IN THE OUTSIDE CARPARK.

AND A CLOSING BALANCE OF \$665,000 IN THE BANK------AS OF 30/11/2024

THE COO DECIDED TO INVEST \$550,000 OF THE RESERVE FUND IN A HIGHER INTEREST ACCOUNT WHICH RETURNED US AROUND THE \$14,000 FOR 6 MONTHS

WITH CAREFUL THOUGHT INTO THE TIMES WE LIVE IN---THE COO HAVE DISCUSSED OUR FINANCIAL NEED FOR THIS YEAR COMING AND HAVE PROPOSED A 2.5% INCREASE IN LEVIES ON THE ADMINISTRATION SIDE ONLY OF OUR FINANCIALS. THE ADMIN BUDGET SHOWS APPROX 6% INCREASE IN EXPENSES HOWEVER WITH THE INTEREST EARNED ON OUR INVESTED FUNDS WE ARE CONFIDENT THAT THE 2.5% INCREASE IN ADMIN LEVIES IS SUFFICIENT.

WHICH WORKS OUT ROUGHLY TO A DOLLAR PER UNIT ENTITLEMENT-----ONE BEDROOM \$64 2 BEDROOM \$100 3 BEDROOM \$150 PENTHOUSES \$200 AND THE KENT ST VILLA AROUND \$65 PER QUARTER. THIS EQUATES TO APPOX 1.6% OVERALL INCREASE.



PO BOX 5721, Perth 6831

# Certificate of Currency CHU Residential Strata Insurance Plan

Policy No HU0021616

Policy Wording CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance 30/04/2024 to 30/04/2025 at 4:00pm

The Insured THE OWNERS OF NAUTILUS APARTMENTS SP 46247

Situation 17-21 ROCKINGHAM BEACH ROAD ROCKINGHAM WA 6168

#### Policies Selected

Policy 1 – Insured Property

Building: \$74,486,500

Common Area Contents: \$744,865

Loss of Rent & Temporary Accommodation (total payable): \$11,172,975

Policy 2 – Liability to Others Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee Sum Insured: \$250,000

Policy 5 - Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$50,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$22,345,950

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,351,892

Escalation in Cost of Temporary Accommodation: \$1,117,297 Cost of Removal, Storage and Evacuation: \$1,117,297

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed 22/04/2024

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

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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#### 12 December 2024

The Owners of Nautilus Apartments SS46247 C/- Chambers Franklyn Strata Management 3/47 Cedric Street STIRLING WA 6021

To whom it may concern,

#### Income Derived from the Leasing of Common Property

For several years, your strata company has earned other forms of income in addition to the strata levies received from owners. These income sources were derived from the leasing of the common property areas, namely the roof, storeroom and car bays areas.

In adherence to the ATO's Taxation Ruling TR2015/3, the ownership of common property in Western Australian strata schemes is vested in the proprietors as tenants in common in proportions equal to their lot entitlements. As such, you are required to declare the income received in your personal tax return each year. The income is not declared by the strata company itself in its company tax return as the strata company does not own the common property.

Any funds received that have been retained by the strata company were taken into consideration when determining levies. These additional funds retained by the strata company resulted in a decrease to what your strata levies would otherwise have been, and this is the reason you are required to declare this income even though you have not necessarily received the said benefits in actual cash.

Your individual share of this income should have been declared in your personal tax returns for each of the respective years. This has been, and remains, an individual responsibility that your strata company and the council are not technically responsible for. That being said, the council of owners have requested, via Chambers Franklyn, that our office calculates annual figures for each lot owner going back to 1 July 2016 to ensure all owners are given the full information to meet their personal tax obligations. We have included this information via the attached tables.

The tables also include your proportionate entitlement to allowable deductions against this income. Please note that if your lot is jointly owned, owned by a company, held in trust or was only owned for part of a year, additional apportionment of the figures may be required. We strongly recommend that you seek additional professional advice from your own tax accountant in order to ensure the income, as well as any deductions are correctly declared.

Should you have any queries in relation to this matter, please speak with your strata manager.

Kind regards

B.Com (Acctng)

Managing Director



A PO Box 210 Karrinyup WA 6921

**P** (08) 9440 6222

E strata@chambersfranklyn.com.auW www.chambersfranklyn.com.au



The various Australian State and Territory strata Acts differ in their description of how common property is legally owned.

Notwithstanding this fact, the Australian Taxation Office (ATO) applies a consistent approach to all strata companies by treating income derived from the leasing of common property as assessable to the owners in their own tax returns.

In short, strata companies themselves are not required to declare or pay tax on income derived from the use of common property.

The basis for this treatment can be found in <u>TAXATION RULING 2015/3</u> – Body Corporate Income Tax Matters, issued by the ATO.

### ■ What are some examples?

The list of potential sources of common property income is wide and varied.

Some of the more common examples include:

- leasing of roof space for phone towers
- billboard signage on walls and roof space
- rent of a commonly owned unit.

Put simply, where income is obtained from a third party (ie: a non-owner), and that income has come from the use of common property, it is likely that the owners will need to declare it in their own tax returns.

In cases where owners don't take physical receipt of common property income, <u>TAXATION RULING 2015/3</u> explains that the owners still receive a benefit in that the amount needed to be levied would be reduced by the income received by the strata company. Owners therefore are still required to declare this income in their own tax returns irrespective of whether they receive the funds or not.

### ■ What are our obligations?

The strata company itself is not under any obligation to lodge documents for common property income with the ATO. That being said, it is still a prudent step for strata companies that do earn such income to advise all owners of their obligations, their income and the potential deductions to which they may be entitled, in a timely manner to ensure they receive this information prior to preparing their own returns.

Chambers Franklyn Strata Management engage qualified accountants to a) perform the necessary calculations; and b) to provide a written explanation for owners for any strata companies that have earned common property income in the preceding tax year. This process is commenced in July with an aim to have summaries sent out to affected owners before 31 August.

What are the costs involved?

Click here to find out more >





## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2016/17 Tax Financial Year

Assessable Income \$ 29,218.95
Allowable Deductions \$ 18,402.11
\$ 10,816.84

	Unit		As	Expen Relate Assessable Phone T			to		
Lot / Customer account	Entitlement	%	Income		Income		Income		
1	125	1.25%	\$	365.24	\$ 230.03		\$ 135.21		
2	75	0.75%	\$	219.14	\$	138.02	\$	81.12	
3	96	0.96%	\$	280.50	\$	176.66	\$	103.84	
4	101	1.01%	\$	295.11	\$	185.86	\$	109.25	
5	118	1.18%	\$	344.78	\$	217.14	\$	127.64	
6	112	1.12%	\$	327.25	\$	206.10	\$	121.15	
7	75	0.75%	\$	219.14	\$	138.02	\$	81.12	
8	125	1.25%	\$	365.24	\$	230.03	\$	135.21	
9	134	1.34%	\$	391.53	\$	246.59	\$	144.94	
10	76	0.76%	\$	222.06	\$	139.86	\$	82.20	
11	97	0.97%	\$	283.42	\$	178.50	\$	104.92	
12	124	1.24%	\$	362.31	\$	228.19	\$	134.12	
13	124	1.24%	\$	362.31	\$	228.19	\$	134.12	
14	115	1.15%	\$	336.02	\$	211.62	\$	124.40	
15	77	0.77%	\$	224.99	\$	141.70	\$	83.29	
16	135	1.35%	<u> </u>	394.46	<del>,</del> \$	248.43	\$ \$	146.03	
17	141	1.41%	<u> </u>		\$ \$		\$ \$		
	80			411.99	\$ \$	259.47	\$ \$	152.52	
18	102	0.80%	\$	233.75		147.22		86.53	
19		1.02%	\$	298.03	\$	187.70	\$	110.33	
20	131	1.31%	\$	382.77	\$	241.07	\$	141.70	
21	131	1.31%	\$	382.77	\$	241.07	\$	141.70	
22	121	1.21%	\$	353.55	\$	222.67	\$	130.88	
23	81	0.81%	\$	236.67	\$	149.06	\$	87.61	
24	142	1.42%	\$	414.91	\$	261.31	\$	153.60	
25	145	1.45%	\$	423.67	\$	266.83	\$	156.84	
26	82	0.82%	\$	239.60	\$	150.90	\$	88.70	
27	105	1.05%	\$	306.80	\$	193.22	\$	113.58	
28	135	1.35%	\$	394.46	\$	248.43	\$	146.03	
29	135	1.35%	\$	394.46	\$	248.43	\$	146.03	
30	124	1.24%	\$	362.31	\$	228.19	\$	134.12	
31	83	0.83%	\$	242.52	\$	152.74	\$	89.78	
32	146	1.46%	\$	426.60	\$	268.67	\$	157.93	
33	148	1.48%	\$	432.44	\$	272.35	\$	160.09	
34	84	0.84%	\$	245.44	\$	154.58	\$	90.86	
35	107	1.07%	\$	312.64	\$	196.90	\$	115.74	
36	137	1.37%	\$	400.30	\$	252.11	\$	148.19	
37	137	1.37%	\$	400.30	\$	252.11	\$	148.19	
38	127	1.27%	\$	371.08	\$	233.71	\$	137.37	
39	85	0.85%	\$	248.36	\$	156.42	\$	91.94	
40	149	1.49%	\$	435.36	\$	274.19	\$	161.17	
41	149	1.49%	\$	435.36	\$	274.19	\$	161.17	
42	85	0.85%	\$	248.36	\$	156.42	\$	91.94	
43	108	1.08%	\$	315.56	\$	198.74	\$	116.82	
44	140	1.40%	\$	409.07	\$	257.63	\$	151.44	
45	140	1.40%	\$	409.07	\$	257.63	\$	151.44	
46	128	1.28%	\$	374.00	\$	235.55	\$	138.45	
47	86	0.86%	\$	251.28	\$	158.26	\$	93.02	

### Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2016/17 Tax Financial Year

Assessable Income \$ 29,218.95
Allowable Deductions \$ 18,402.11
\$ 10,816.84

				Expenses Related to					
	Unit		Assessable		Phone Tower		Net		
Lot / Customer account	Entitlement	%		Income		Income		Income	
48	151	1.51%	\$	441.21	\$	277.87	\$	163.34	
49	151	1.51%	\$	441.21	\$	277.87	\$	163.34	
50	86	0.86%	\$	251.28	\$	158.26	\$	93.02	
51	109	1.09%	\$	318.49	\$	200.58	\$	117.91	
52	140	1.40%	\$	409.07	\$	257.63	\$	151.44	
53	140	1.40%	\$	409.07	\$	257.63	\$	151.44	
54	129	1.29%	\$	376.92	\$	237.39	\$	139.53	
55	87	0.87%	\$	254.20	\$	160.10	\$	94.10	
56	152	1.52%	\$	444.13	\$	279.71	\$	164.42	
57	191	1.91%	\$	558.08	\$	351.48	\$	206.60	
58	195	1.95%	\$	569.77	\$	358.84	\$	210.93	
59	211	2.11%	\$	616.52	\$	388.28	\$	228.24	
60	211	2.11%	\$	616.52	\$	388.28	\$	228.24	
61	213	2.13%	\$	622.36	\$	391.97	\$	230.39	
62	191	1.91%	\$	558.08	\$	351.48	\$	206.60	
63	132	1.32%	\$	385.69	\$	242.91	\$	142.78	
64	131	1.31%	\$	382.77	\$	241.07	\$	141.70	
65	127	1.27%	\$	371.08	\$	233.71	\$	137.37	
66	148	1.48%	\$	432.44	\$	272.35	\$	160.09	
68	68	0.68%	\$	198.69	\$	125.13	\$	73.56	
69	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
70	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
71	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
72	69	0.69%	\$	201.61	\$	126.97	\$	74.64	
73	68	0.68%	\$	198.69	\$	125.13	\$	73.56	
74	68	0.68%	\$	198.69	\$	125.13	\$	73.56	
75	69	0.69%	\$	201.61	\$	126.97	\$	74.64	
76	70	0.70%	\$	204.53	\$	128.81	\$	75.72	
77	69	0.69%	\$	201.61	\$	126.97	\$	74.64	
78	69	0.69%	\$	201.61	\$	126.97	\$	74.64	
79	70	0.70%	\$	204.53	\$	128.81	\$	75.72	
80	69	0.69%	\$	201.61	\$	126.97	\$	74.64	
81	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
82	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
83	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
84	67	0.67%	\$	195.77	\$	123.29	\$	72.48	
<u> </u>	68	0.68%	\$	198.69	\$	125.13	\$	73.56	
86	60	0.60%	\$	175.31	\$	110.41	\$	64.90	
87	57	0.57%	\$	166.55	\$	104.89	\$	61.66	
88	58	0.58%	\$	169.47	\$	106.73	\$	62.74	
89	57	0.57%	\$	166.55	\$	104.89	\$	61.66	
90	57	0.57%	\$	166.55	\$	104.89	\$	61.66	
91	58	0.58%	\$	169.47	\$	106.73	\$	62.74	
92	38	0.38%	\$	111.03	\$	69.93	\$	41.10	
93	39	0.39%	\$	113.95	\$	71.77	\$	42.18	
94	52	0.52%	\$	151.94	\$	95.69	\$	56.25	
	10000	100%	\$	29,218.95		18,402.07		10,816.88	
				•	•	-		-	

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2017/18 Tax Financial Year

Assessable Income \$ 90,781.71
Allowable Deductions \$ 55,353.53
\$ 35,428.18

	Unit		A	ssessable	Net			
Lot / Customer account	Entitlement	%		Income	1	ncome	ŀ	ncome
1	125	1.25%	\$	1,134.77	\$	691.92	\$	442.85
2	75	0.75%	\$	680.86	\$	415.15	\$	265.71
3	96	0.96%	\$	871.50	\$	531.39	\$	340.11
4	101	1.01%	\$	916.90	\$	559.07	\$	357.83
5	118	1.18%	\$	1,071.22	\$	653.17	\$	418.05
6	112	1.12%	\$	1,016.76	\$	619.96	\$	396.80
7	75	0.75%	\$	680.86	\$	415.15	\$	265.71
8	125	1.25%	\$	1,134.77	\$	691.92	\$	442.85
9	134	1.34%	\$	1,216.47	\$	741.74	\$	474.73
10	76	0.76%	\$	689.94	\$	420.69	\$	269.25
11	97	0.97%	\$	880.58	\$	536.93	\$	343.65
12	124	1.24%	\$	1,125.69	\$	686.38	\$	439.31
13	124	1.24%	\$	1,125.69	\$	686.38	\$	439.31
14	115	1.15%	\$	1,043.99	\$	636.57	\$	407.42
15	77	0.77%	\$	699.02	\$	426.22	\$	272.80
16	135	1.35%	\$	1,225.55	\$	747.27	\$	478.28
	141	1.41%	\$	1,280.02	\$	780.48	\$	499.54
18	80	0.80%	\$	726.25	\$	442.83	\$	283.42
	102	1.02%	\$	925.97	\$	564.61	\$	361.36
20	131	1.31%	\$	1,189.24	\$	725.13	\$	464.11
21	131	1.31%	\$	1,189.24	\$	725.13	\$	464.11
22	121	1.21%	\$	1,098.46	\$	669.78	\$	428.68
23	81	0.81%	\$	735.33	\$	448.36	\$	286.97
24	142	1.42%	\$	1,289.10	\$	786.02	\$	503.08
25	145	1.45%	\$	1,316.33	\$	802.63	\$	513.70
26	82	0.82%	\$	744.41	\$	453.90	\$	290.51
27	105	1.05%	\$	953.21	\$	581.21	\$	372.00
28	135	1.35%	\$	1,225.55	\$	747.27	\$	478.28
29	135	1.35%	\$	1,225.55	\$	747.27	\$	478.28
30	124	1.24%	\$	1,125.69	\$	686.38	\$	439.31
31	83	0.83%	\$	753.49	\$	459.43	\$	294.06
32	146	1.46%	\$	1,325.41	\$	808.16	\$	517.25
33	148	1.48%	\$	1,343.57	\$	819.23	\$	524.34
34	84	0.84%	\$	762.57	\$	464.97	\$	297.60
35	107	1.07%	\$	971.36	\$	592.28	\$	379.08
36	137	1.37%	\$	1,243.71	\$	758.34	\$	485.37
37	137	1.37%	\$	1,243.71	\$	758.34	\$	485.37
38	127	1.27%	\$	1,152.93	\$	702.99	\$	449.94
39	85	0.85%	\$	771.64	\$	470.51	\$	301.13
40	149	1.49%	\$	1,352.65	\$	824.77	\$	527.88
41	149	1.49%	\$	1,352.65	\$	824.77	\$	527.88
42	85	0.85%	\$	771.64	\$	470.51	\$	301.13
43	108	1.08%	\$	980.44	\$	597.82	\$	382.62
44	140	1.40%	\$	1,270.94	\$	774.95	\$	495.99
45	140	1.40%	\$	1,270.94	\$	774.95	\$	495.99
46	128	1.28%	\$	1,162.01	\$	708.53	\$	453.48
47	86	0.86%	\$	780.72	\$	476.04	\$	304.68

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2017/18 Tax Financial Year

Assessable Income \$ 90,781.71
Allowable Deductions \$ 55,353.53
\$ 35,428.18

			Expenses Related to					
	Unit		Δ	ssessable	Ph	one Tower		Net
Lot / Customer account	Entitlement	%		Income		Income	_	ncome
48	151	1.51%	\$	1,370.80	\$	835.84	\$	534.96
49	151	1.51%	\$	1,370.80	\$	835.84	\$	534.96
50	86	0.86%	\$	780.72	\$	476.04	\$	304.68
51	109	1.09%	\$	989.52	\$	603.35	\$	386.17
52	140	1.40%	\$	1,270.94	\$	774.95	\$	495.99
53	140	1.40%	\$	1,270.94	\$	774.95	\$	495.99
54	129	1.29%	\$	1,171.08	\$	714.06	\$	457.02
55	87	0.87%	\$	789.80	\$	481.58	\$	308.22
56	152	1.52%	\$	1,379.88	\$	841.37	\$	538.51
57	191	1.91%	\$	1,733.93	\$	1,057.25	\$	676.68
58	195	1.95%	\$	1,770.24	\$	1,079.39	\$	690.85
59	211	2.11%	\$	1,915.49	\$	1,167.96	\$	747.53
60	211	2.11%	\$	1,915.49	\$	1,167.96	\$	747.53
61	213	2.13%	\$	1,933.65	\$	1,179.03	\$	754.62
62	191	1.91%	\$	1,733.93	\$	1,057.25	\$	676.68
63	132	1.32%	\$	1,198.32	\$	730.67	\$	467.65
64	131	1.31%	\$	1,189.24	\$	725.13	\$	464.11
65	127	1.27%	\$	1,152.93	\$	702.99	\$	449.94
66	148	1.48%	\$	1,343.57	\$	819.23	\$	524.34
68	68	0.68%	\$	617.32	\$	376.40	\$	240.92
69	67	0.67%	\$	608.24	\$	370.87	\$	237.37
70	67	0.67%	\$	608.24	\$	370.87	\$	237.37
71	67	0.67%	\$	608.24	\$	370.87	\$	237.37
72	69	0.69%	\$	626.39	\$	381.94	\$	244.45
73	68	0.68%	\$	617.32	\$	376.40	\$	240.92
74	68	0.68%	\$	617.32	\$	376.40	\$	240.92
75	69	0.69%	\$	626.39	\$	381.94	\$	244.45
76	70	0.70%	\$	635.47	\$	387.47	\$	248.00
77	69	0.70%	<del>,</del> \$	626.39	<del>,</del> \$	381.94	<u> </u>	244.45
78	69	0.69%	<u> </u>		<u> </u>		\$ \$	
				626.39		381.94		244.45
79		0.70%	\$	635.47	\$	387.47	\$	248.00
80	69	0.69%	\$	626.39	\$	381.94	\$	244.45
81	67	0.67%	\$	608.24	\$	370.87	\$	237.37
82	67	0.67%	\$	608.24	\$	370.87	\$	237.37
83	67	0.67%	\$	608.24	\$	370.87	\$	237.37
84	67	0.67%	\$	608.24	\$	370.87	\$	237.37
85	68	0.68%	\$	617.32	\$	376.40	\$	240.92
86	60	0.60%	\$	544.69	\$	332.12	\$	212.57
87	57	0.57%	\$	517.46	\$	315.52	\$	201.94
88	58	0.58%	\$	526.53	\$	321.05	\$	205.48
89	57	0.57%	\$	517.46	\$	315.52	\$	201.94
90	57	0.57%	\$	517.46	\$	315.52	\$	201.94
91	58	0.58%	\$	526.53	\$	321.05	\$	205.48
92	38	0.38%	\$	344.97	\$	210.34	\$	134.63
93	39	0.39%	\$	354.05	\$	215.88	\$	138.17
94	52	0.52%	\$	472.06	\$	287.84	\$	184.22
	10000	100%	\$	90,781.63	\$	55,353.51	\$ 3	35,428.12

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2018/19 Tax Financial Year

Assessable Income \$ 64,783.88

Allowable Deductions \$ 31,863.19
\$ 32,920.69

					Expenses				
					Re	lated to			
					Pho	ne Tower			
					In	come &			
	Unit		As	sessable	St	oreroom		Net	
Lot / Customer account	Entitlement	%	ı	ncome		Rental	ı	ncome	
1	125	1.25%	\$	809.80	\$	398.29	\$	411.51	
2	75	0.75%	\$	485.88	\$	238.97	\$	246.91	
3	96	0.96%	\$	621.93	\$	305.89	\$	316.04	
4	101	1.01%	\$	654.32	\$	321.82	\$	332.50	
5	118	1.18%	\$	764.45	\$	375.99	\$	388.46	
6	112	1.12%	\$	725.58	\$	356.87	\$	368.71	
7	75	0.75%	\$	485.88	\$	238.97	\$	246.91	
8	125	1.25%	\$	809.80	\$	398.29	\$	411.51	
9	134	1.34%	\$	868.10	\$	426.97	\$	441.13	
10	76	0.76%	\$	492.36	\$	242.16	\$	250.20	
11	97	0.97%	\$	628.40	\$	309.07	\$	319.33	
12	124	1.24%	\$	803.32	\$	395.10	\$	408.22	
13	124	1.24%	\$	803.32	\$	395.10	\$	408.22	
14	115	1.15%	\$	745.01	\$	366.43	\$	378.58	
15	77	0.77%	\$	498.84	\$	245.35	\$	253.49	
16	135	1.35%	\$	874.58	\$	430.15	\$	444.43	
17	141	1.41%	\$	913.45	\$	449.27	\$	464.18	
18	80	0.80%	\$	518.27	\$	254.91	\$	263.36	
19	102	1.02%	\$	660.80	\$	325.00	\$	335.80	
20	131	1.31%	\$	848.67	\$	417.41	\$	431.26	
21	131	1.31%	\$	848.67	\$	417.41	\$	431.26	
22	121	1.21%	\$	783.88	\$	385.54	\$	398.34	
23	81	0.81%	\$	524.75	\$	258.09	\$	266.66	
24	142	1.42%	\$	919.93	\$	452.46	\$	467.47	
25	145	1.45%	\$	939.37	\$	462.02	\$	477.35	
26	82	0.82%	\$	531.23	\$	261.28	\$	269.95	
27	105	1.05%	\$	680.23	\$	334.56	\$	345.67	
28	135	1.35%	\$	874.58	\$	430.15	\$	444.43	
29	135	1.35%	\$	874.58	\$	430.15	\$	444.43	
30	124	1.24%	\$	803.32	\$	395.10	\$	408.22	
31	83	0.83%	\$	537.71	\$	264.46	\$	273.25	
32	146	1.46%	\$	945.84	\$	465.20	\$	480.64	
33	148	1.48%	\$	958.80	\$	471.58	\$	487.22	
34	84	0.84%	\$	544.18	\$	267.65	\$	276.53	
35	107	1.07%	\$	693.19	\$	340.94	\$	352.25	
36	137	1.37%	\$	887.54	\$	436.53	\$	451.01	
37	137	1.37%	\$	887.54	\$	436.53	\$	451.01	
38	127	1.27%	\$	822.76	\$	404.66	\$	418.10	
39	85	0.85%	\$	550.66	\$	270.84	\$	279.82	
40	149	1.49%	\$	965.28	\$	474.76	\$	490.52	
41	149	1.49%	\$	965.28	\$	474.76	\$	490.52	
42	85	0.85%	\$	550.66	\$	270.84	\$	279.82	
43	108	1.08%	\$	699.67	\$	344.12	\$	355.55	
44	140	1.40%	\$	906.97	\$	446.08	\$	460.89	
45	140	1.40%	\$	906.97	\$	446.08	\$	460.89	
			-		•		-		

**Expenses** 

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2018/19 Tax Financial Year

Assessable Income \$ 64,783.88
Allowable Deductions \$ 31,863.19
\$ 32,920.69

32,920.69

						xpenses		
					Re	lated to		
			Phone Tower					
					In	come &		
	Unit		A:	ssessable	St	oreroom		Net
Lot / Customer account	Entitlement	%		Income		Rental	- 1	ncome
46	128	1.28%	\$	829.23	\$	407.85	_ \$	421.38
47	86	0.86%	\$	557.14	\$	274.02	\$	283.12
48	151	1.51%	\$	978.24	\$	481.13	\$	497.11
49	151	1.51%	\$	978.24	\$	481.13	\$	497.11
50	86	0.86%	\$	557.14	\$	274.02	\$	283.12
51	109	1.09%	\$	706.14	\$	347.31	\$	358.83
52	140	1.40%	\$	906.97	\$	446.08	\$	460.89
53	140	1.40%	\$	906.97	\$	446.08	\$	460.89
54	129	1.29%	\$	835.71	\$	411.04	\$	424.67
55	87	0.87%	\$	563.62	\$	277.21	\$	286.41
56	152	1.52%	\$	984.71	\$	484.32	\$	500.39
57	191	1.91%	\$	1,237.37	\$	608.59	\$	628.78
58	195	1.95%	\$	1,263.29	\$	621.33	\$	641.96
59	211	2.11%	\$	1,366.94	\$	672.31	\$	694.63
60	211	2.11%	\$	1,366.94	\$	672.31	\$	694.63
61	213	2.11%	\$	1,379.90	\$	678.69	\$	701.21
62	191	1.91%	\$	1,237.37	\$	608.59	\$	628.78
63	132	1.32%	\$	855.15	\$	420.59	\$	434.56
64	131	1.31%	\$	848.67	\$	417.41	\$	431.26
65	127	1.27%	<u> </u>	822.76	\$	404.66	<del>,</del> \$	418.10
66	148	1.48%	<u> </u>	958.80	\$ \$	471.58		487.22
68	68	0.68%	<u> </u>	440.53	\$	216.67	\$ \$	223.86
	67							
69		0.67%	\$	434.05	\$	213.48	\$	220.57
70	67	0.67%	\$	434.05	\$	213.48	\$	220.57
71	67	0.67%	\$	434.05	\$	213.48	\$	220.57
72	69	0.69%	\$	447.01	\$	219.86	\$	227.15
73	68	0.68%	\$	440.53	\$	216.67	\$	223.86
74	68	0.68%	\$	440.53	\$	216.67	\$	223.86
75	69	0.69%	\$	447.01	\$	219.86	\$	227.15
76	70	0.70%	\$	453.49	\$	223.04	\$	230.45
77	69	0.69%	\$	447.01	\$	219.86	\$	227.15
78	69	0.69%	\$	447.01	\$	219.86	\$	227.15
79	70	0.70%	\$	453.49	\$	223.04	\$	230.45
80	69	0.69%	\$	447.01	\$	219.86	\$	227.15
81	67	0.67%	\$	434.05	\$	213.48	\$	220.57
82	67	0.67%	\$	434.05	\$	213.48	\$	220.57
83	67	0.67%	\$	434.05	\$	213.48	\$	220.57
84	67	0.67%	\$	434.05	\$	213.48	\$	220.57
85	68	0.68%	\$	440.53	\$	216.67	\$	223.86
86	60	0.60%	\$	388.70	\$	191.18	\$	197.52
87	57	0.57%	\$	369.27	\$	181.62	\$	187.65
88	58	0.58%	\$	375.75	\$	184.81	\$	190.94
89	57	0.57%	\$	369.27	\$	181.62	\$	187.65
90	57	0.57%	\$	369.27	\$	181.62	\$	187.65
91	58	0.58%	\$	375.75	\$	184.81	\$	190.94
			•					

**Expenses** 

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2018/19 Tax Financial Year

Assessable Income \$ 64,783.88
Allowable Deductions \$ 31,863.19
\$ 32,920.69

					I Pł	Expenses Related to none Tower Income &					
	Unit		Δ	ssessable	9	Storeroom		Net Income \$ 125.10			
Lot / Customer account	Entitlement	%		Income		Rental		Income			
92	38	0.38%	\$	246.18	\$	121.08	\$	125.10			
93	39	0.39%	\$	252.66	\$	124.27	\$	128.39			
94	52	0.52%	\$	336.88	\$	165.69	\$	171.19			
	10000	100%	Ś	64.783.88	Ś	31.863.17	Ś :	32.920.71			

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2019/20 Tax Financial Year

Assessable Income \$ 35,987.34

Allowable Deductions \$ 25,417.37

\$ 10,569.97

					Related to				
					Pho	ne Tower		Net   132.12   79.28   101.47   106.75   124.73   118.39   79.28   132.12   141.64   80.33   102.53   131.06   131.06   121.55   81.39   142.70   149.04   84.56   107.81   138.46   127.90   85.62   150.09   153.27   86.68   110.99   142.70   142.70   142.70   142.70   131.06   87.73   154.33   156.43   88.78   113.09   144.81   134.24   89.84   157.49   89.84   114.15   147.98	
					In	come &			
	Unit		As	sessable	Sto	oreroom		Net	
Lot / Customer account	Entitlement	%	1	ncome		Rental	ı	ncome	
1	125	1.25%	\$	449.84	\$	317.72	\$	132.12	
2	75	0.75%	\$	269.91	\$	190.63	\$	79.28	
3	96	0.96%	\$	345.48	\$	244.01	\$	101.47	
4	101	1.01%	\$	363.47	\$	256.72	\$	106.75	
5	118	1.18%	\$	424.65	\$	299.92	\$	124.73	
6	112	1.12%	\$	403.06	\$	284.67	\$	118.39	
7	75	0.75%	\$	269.91	\$	190.63	\$	79.28	
8	125	1.25%	\$	449.84	\$	317.72	\$	132.12	
9	134	1.34%	\$	482.23	\$	340.59	\$	141.64	
10	76	0.76%	\$	273.50	\$	193.17	\$	80.33	
11	97	0.97%	\$	349.08	\$	246.55	\$	102.53	
12	124	1.24%	\$	446.24	\$	315.18	\$	131.06	
13	124	1.24%	\$	446.24	\$	315.18	\$	131.06	
14	115	1.15%	\$	413.85	\$	292.30	\$	121.55	
15	77	0.77%	\$	277.10	\$	195.71	\$	81.39	
16	135	1.35%	\$	485.83	\$	343.13	\$	142.70	
17	141	1.41%	\$	507.42	\$	358.38	\$	149.04	
18	80	0.80%	\$	287.90	\$	203.34	\$	84.56	
19	102	1.02%	\$	367.07	\$	259.26	\$	107.81	
20	131	1.31%	\$	471.43	\$	332.97	\$	138.46	
21	131	1.31%	\$	471.43	\$	332.97	\$	138.46	
22	121	1.21%	\$	435.45	\$	307.55	\$	127.90	
23	81	0.81%	\$	291.50	\$	205.88	\$	85.62	
24	142	1.42%	\$	511.02	\$	360.93	\$	150.09	
25	145	1.45%	\$	521.82	\$	368.55	\$	153.27	
26	82	0.82%	\$	295.10	\$	208.42	\$	86.68	
27	105	1.05%	\$	377.87	\$	266.88	\$	110.99	
28	135	1.35%	\$	485.83	\$	343.13	\$	142.70	
29	135	1.35%	\$	485.83	\$	343.13	\$	142.70	
30	124	1.24%	\$	446.24	\$	315.18	\$	131.06	
31	83	0.83%	\$	298.69	\$	210.96	\$	87.73	
32	146	1.46%	\$	525.42	\$	371.09	\$	154.33	
33	148	1.48%	\$	532.61	\$	376.18	\$	156.43	
34	84	0.84%	\$	302.29	\$	213.51	\$	88.78	
35	107	1.07%	\$	385.06	\$	271.97	\$	113.09	
36	137	1.37%	\$	493.03	\$	348.22	\$	144.81	
37	137	1.37%	\$	493.03	\$	348.22	\$	144.81	
38	127	1.27%	\$	457.04	\$	322.80	\$	134.24	
39	85	0.85%	\$	305.89	\$	216.05	\$	89.84	
40	149	1.49%	\$	536.21	\$	378.72	\$	157.49	
41	149	1.49%	\$	536.21	\$	378.72	\$	157.49	
42	85	0.85%	\$	305.89	\$	216.05	\$		
43	108	1.08%	\$	388.66	\$	274.51	\$	114.15	
44	140	1.40%	\$	503.82	\$	355.84	\$	147.98	
45	140	1.40%	\$	503.82	\$	355.84	\$	147.98	
			· · · · · · · · · · · · · · · · · · ·						

**Expenses** 

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2019/20 Tax Financial Year

Assessable Income \$ 35,987.34

Allowable Deductions \$ 25,417.37

\$ 10,569.97

Expenses Related to Phone Tower

					Pho	ne Tower		135.30 90.90 159.61 159.61 90.90 115.21 147.98 147.98 136.36 91.96 160.67 201.89 206.11 223.02 225.14 201.89 139.52 138.46 134.24 156.43 71.87 70.82 70.82	
					In	come &		135.30 90.90 159.61 159.61 90.90 115.21 147.98 147.98 147.98 136.36 91.96 160.67 201.89 206.11 223.02 225.14 201.89 139.52 138.46 134.24 156.43 70.82 70.82 70.82 72.93 71.87 72.93 73.99 72.93 70.82	
	Unit		As	sessable	Sto	oreroom		Net	
Lot / Customer account	Entitlement	%	ı	ncome	Rental		I	ncome	
46	128	1.28%	\$	460.64	\$	325.34	_ \$		
47	86	0.86%	\$	309.49	\$	218.59	\$		
48	151	1.51%	\$	543.41	\$	383.80	\$		
49	151	1.51%	\$	543.41	\$	383.80	\$		
50	86	0.86%	\$	309.49	\$	218.59	\$		
51	109	1.09%	\$	392.26	\$	277.05	\$		
52	140	1.40%	\$	503.82	\$	355.84	\$		
53	140	1.40%	\$	503.82	\$	355.84	\$		
54	129	1.29%	\$	464.24	\$	327.88	\$		
55	87	0.87%	\$	313.09	\$	221.13	\$		
56	152	1.52%	\$	547.01	\$	386.34	\$		
57	191	1.91%	\$	687.36	\$	485.47	\$		
58	195	1.95%	\$	701.75	\$	495.64	\$		
59	211	2.11%	\$	759.33	\$	536.31	\$		
60	211	2.11%	\$	759.33	\$	536.31	\$		
61	213	2.11%	\$	766.53	\$	541.39	\$		
62	191	1.91%	\$	687.36	\$	485.47	\$		
63	132	1.32%	\$	475.03	\$	335.51	\$		
64	131	1.31%	\$	471.43	\$	332.97	\$		
65	127	1.27%	\$	457.04	\$	322.80	\$		
66	148	1.48%	\$	532.61	\$	376.18	\$		
68	68	0.68%	<del>,</del> \$	244.71	\$	172.84	\$		
69	67	0.67%	<del>,</del> \$	244.71	\$	170.30	\$		
70	67	0.67%	<del>,</del> \$	241.12	\$	170.30	\$		
70 71	67	0.67%	<u> </u>	241.12	\$ \$	170.30	\$ \$		
	69		\$						
72	68	0.69%	<u> </u>	248.31	\$ \$	175.38	\$		
73	68	0.68%	<u> </u>	244.71		172.84	\$		
74		0.68%		244.71	\$	172.84	\$		
75	69	0.69%	\$	248.31	\$	175.38	\$		
76	70	0.70%	\$	251.91	\$	177.92	\$		
77	69	0.69%	\$	248.31	\$	175.38	\$		
78	69	0.69%	\$	248.31	\$	175.38	\$		
79	70	0.70%	\$	251.91	\$	177.92	\$		
80	69	0.69%	\$	248.31	\$	175.38	\$		
81	67	0.67%	\$	241.12	\$	170.30	\$		
82	67	0.67%	\$	241.12	\$	170.30	\$		
83	67	0.67%	\$	241.12	\$	170.30	\$		
84	67	0.67%	\$	241.12	\$	170.30	\$		
85	68	0.68%	\$	244.71	\$	172.84	\$		
86	60	0.60%	\$	215.92	\$	152.50	\$		
87	57	0.57%	\$	205.13	\$	144.88	\$		
88	58	0.58%	\$	208.73	\$	147.42	\$		
89	57	0.57%	\$	205.13	\$	144.88	\$	60.25	
90	57	0.57%	\$	205.13	\$	144.88	\$	60.25	
91	58	0.58%	\$	208.73	\$	147.42	\$	61.31	

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2019/20 Tax Financial Year

Assessable Income \$ 35,987.34
Allowable Deductions \$ 25,417.37
\$ 10,569.97

					I Pł	Expenses Related to none Tower Income &						
	Unit		Α	ssessable	5	toreroom		Net Income				
Lot / Customer account	Entitlement	%		Income		Rental	li li	ncome				
92	38	0.38%	\$	136.75	\$	96.59	\$	40.16				
93	39	0.39%	\$	140.35	\$	99.13	\$	41.22				
94	52	0.52%	\$	187.13	\$	132.17	\$	54.96				
	10000	100%	Ś	35.987.31	Ś	25.417.40	<b>\$</b> 1	0.569.91				

# Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2020/21 Tax Financial Year

Assessable Income \$ 68,702.71

Allowable Deductions \$ 39,757.21
\$ 28,945.50

	Unit		A	ssessable	Re Pho In	xpenses elated to one Tower come & oreroom		Net
Lot / Customer account	Entitlement	%		Income		Rental	- 1	ncome
1	125	1.25%	\$	858.78	\$	496.97	\$	361.81
2	75	0.75%	\$	515.27	\$	298.18	\$	217.09
3	96	0.96%	\$	659.55	\$	381.67	\$	277.88
4	101	1.01%	\$	693.90	\$	401.55	\$	292.35
5	118	1.18%	\$	810.69	\$	469.14	\$	341.55
6	112	1.12%	\$	769.47	\$	445.28	\$	324.19
7	75	0.75%	\$	515.27	\$	298.18	\$	217.09
8	125	1.25%	\$	858.78	\$	496.97	\$	361.81
9	134	1.34%	\$	920.62	\$	532.75	\$	387.87
10	76	0.76%	\$	522.14	\$	302.15	\$	219.99
11	97	0.97%	\$	666.42	\$	385.64	\$	280.78
12	124	1.24%	\$	851.91	\$	492.99	\$	358.92
13	124	1.24%	\$	851.91	\$	492.99	\$	358.92
14	115	1.15%	\$	790.08	\$	457.21	\$	332.87
15	77	0.77%	\$	529.01	\$	306.13	\$	222.88
16	135	1.35%	\$	927.49	\$	536.72	\$	390.77
17	141	1.41%	\$	968.71	\$	560.58	\$	408.13
18	80	0.80%	\$	549.62	\$	318.06	\$	231.56
19	102	1.02%	\$	700.77	\$	405.52	\$	295.25
20	131	1.31%	\$	900.01	\$	520.82	\$	379.19
21	131	1.31%	\$	900.01	\$	520.82	\$	379.19
22	121	1.21%	\$	831.30	\$	481.06	\$	350.24
23	81	0.81%	\$	556.49	\$	322.03	\$	234.46
24	142	1.42%	\$	975.58	\$	564.55	\$	411.03
25	145	1.45%	\$	996.19	\$	576.48	\$	419.71
26	82	0.82%	\$	563.36	\$	326.01	\$	237.35
27	105	1.05%	\$	721.38	\$	417.45	\$	303.93
28	135	1.35%	\$	927.49	\$	536.72	\$	390.77
29	135	1.35%	\$	927.49	\$	536.72	\$	390.77
30	124	1.24%	\$	851.91	\$	492.99	\$	358.92
31	83	0.83%	\$	570.23	\$	329.98	\$	240.25
32	146	1.46%	\$	1,003.06	\$	580.46	\$	422.60
33	148	1.48%	\$	1,016.80	\$	588.41	\$	428.39
34	84	0.84%	\$	577.10	\$	333.96	\$	243.14
35	107	1.07%	\$	735.12	\$	425.40	\$	309.72
36	137	1.37%	\$	941.23	\$	544.67	\$	396.56
37	137	1.37%	\$	941.23	\$	544.67	\$	396.56
38	127	1.27%	\$	872.52	\$	504.92	\$	367.60
39	85	0.85%	\$	583.97	\$	337.94	\$	246.03
40	149	1.49%	\$	1,023.67	\$	592.38	\$	431.29
41	149	1.49%	\$	1,023.67	\$	592.38	\$	431.29
42	85	0.85%	\$	583.97	\$	337.94	\$	246.03
43	108	1.08%	\$	741.99	\$	429.38	\$	312.61
44	140	1.40%	\$	961.84	\$	556.60	\$	405.24
45	140	1.40%	\$	961.84	\$	556.60	\$	405.24

#### **Owners of Nautilus Apartments SS 46247** Assessable Income & Deductions Derived From Common Property for the 2020/21 Tax Financial Year

Assessable Income \$ 68,702.71 Allowable Deductions \$ 39,757.21

\$ 28,945.50

			Related to						
				Phone Tower					
					In	come &			
	Unit		A:	ssessable	St	oreroom		Net	
Lot / Customer account	Entitlement	%		Income		Rental	l	ncome	
46	128	1.28%	\$	879.39	\$	508.89	\$	370.50	
47	86	0.86%	\$	590.84	\$	341.91	\$	248.93	
48	151	1.51%	\$	1,037.41	\$	600.33	\$	437.08	
49	151	1.51%	\$	1,037.41	\$	600.33	\$	437.08	
50	86	0.86%	\$	590.84	\$	341.91	\$	248.93	
51	109	1.09%	\$	748.86	\$	433.35	\$	315.51	
52	140	1.40%	\$	961.84	\$	556.60	\$	405.24	
53	140	1.40%	\$	961.84	\$	556.60	\$	405.24	
54	129	1.29%	\$	886.26	\$	512.87	\$	373.39	
55	87	0.87%	\$	597.71	\$	345.89	\$	251.82	
56	152	1.52%	\$	1,044.28	\$	604.31	\$	439.97	
57	191	1.91%	\$	1,312.22	\$	759.36	\$	552.86	
58	195	1.95%	\$	1,339.70	\$	775.27	\$	564.43	
59	211	2.11%	\$	1,449.63	\$	838.88	\$	610.75	
60	211	2.11%	\$	1,449.63	\$	838.88	\$	610.75	
61	213	2.13%	\$	1,463.37	\$	846.83	\$	616.54	
62	191	1.91%	\$	1,312.22	\$	759.36	\$	552.86	
63	132	1.32%	\$	906.88	\$	524.80	\$	382.08	
64	131	1.31%	\$	900.01	\$	520.82	\$	379.19	
65	127	1.27%	\$	872.52	\$	504.92	\$	367.60	
66	148	1.48%	\$	1,016.80	\$	588.41	\$	428.39	
68	68	0.68%	\$	467.18	\$	270.35	\$	196.83	
69	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
70	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
71	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
72	69	0.69%	\$	474.05	\$	274.32	\$	199.73	
73	68	0.68%	\$	467.18	\$	270.35	\$	196.83	
74	68	0.68%	\$	467.18	\$	270.35	\$	196.83	
75	69	0.69%	\$	474.05	\$	274.32	\$	199.73	
76	70	0.70%	\$	480.92	\$	278.30	\$	202.62	
77	69	0.69%	\$	474.05	\$	274.32	\$	199.73	
78	69	0.69%	\$	474.05	\$	274.32	\$	199.73	
79	70	0.70%	\$	480.92	\$	278.30	\$	202.62	
80	69	0.69%	\$	474.05	\$	274.32	\$	199.73	
81	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
82	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
83	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
84	67	0.67%	\$	460.31	\$	266.37	\$	193.94	
85	68	0.68%	\$	467.18	\$	270.35	\$	196.83	
86	60	0.60%	\$	412.22	\$	238.54	\$	173.68	
87	57	0.57%	\$	391.61	\$	226.62	\$	164.99	
88	58	0.58%	\$	398.48	\$	230.59	\$	167.89	
89	57	0.57%	\$	391.61	\$	226.62	\$	164.99	
90	57	0.57%	\$	391.61	\$	226.62	\$	164.99	
91	58	0.58%	\$	398.48	\$	230.59	\$	167.89	
		3.3070	7	550.70	7	200.00	Υ		

**Expenses** 

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2020/21 Tax Financial Year

Assessable Income \$ 68,702.71
Allowable Deductions \$ 39,757.21
\$ 28,945.50

					F Ph	Expenses Related to none Tower Income &		
	Unit		A	Assessable	S	itoreroom		Net Income
Lot / Customer account	Entitlement	%		Income		Rental	- 1	ncome
92	38	0.38%	\$	261.07	\$	151.08	\$	109.99
93	39	0.39%	\$	267.94	\$	155.05	\$	112.89
94	52	0.52%	\$	357.25	\$	206.74	\$	150.51
	10000	100%	Ś	68.702.75	Ś	39.757.18	\$ 2	28.945.57

### Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2021/22 Tax Financial Year

Assessable Income \$ 62,542.21
Allowable Deductions \$ 38,325.76
\$ 24,216.45

**Expenses** Related to **Phone Tower** Income & Unit Assessable Storeroom Net Lot / Customer account **Entitlement** % Income Rental Income 125 1.25% 781.78 479.07 \$ 302.71 75 2 0.75% \$ 469.07 287.44 181.63 3 96 0.96% \$ 600.41 \$ 367.93 232.48 101 244.59 4 1.01% \$ 631.68 \$ 387.09 5 118 1.18% \$ 738.00 \$ 452.24 285.76 112 \$ 700.47 \$ 429.25 271.22 6 1.12% 75 7 0.75% \$ 469.07 \$ 287.44 181.63 8 125 1.25% \$ 781.78 \$ 479.07 302.71 134 9 1.34% \$ 838.07 \$ 513.57 \$ 324.50 10 76 0.76% \$ 475.32 291.28 184.04 97 0.97% \$ 371.76 234.90 11 606.66 124 12 1.24% \$ 775.52 \$ 475.24 300.28 13 124 1.24% \$ 775.52 \$ 475.24 \$ 300.28 115 14 1.15% 719.24 \$ 440.75 278.49 \$ \$ 15 77 0.77% \$ 481.58 \$ 295.11 \$ 186.47 16 135 1.35% \$ 844.32 \$ 517.40 326.92 141 17 1.41% \$ 881.85 \$ 540.39 \$ 341.46 18 80 0.80% \$ 500.34 \$ 306.61 \$ 193.73 102 19 1.02% \$ 637.93 \$ 390.92 \$ 247.01 20 131 819.30 502.07 317.23 1.31% \$ 131 21 1.31% \$ 819.30 502.07 317.23 22 121 1.21% \$ 756.76 \$ 463.74 293.02 81 \$ 310.44 196.15 23 0.81% 506.59 \$ \$ 142 24 1.42% \$ 888.10 \$ 544.23 \$ 343.87 25 145 1.45% \$ 906.86 \$ 555.72 \$ 351.14 82 \$ \$ 314.27 198.58 26 0.82% 512.85 27 105 1.05% \$ 656.69 \$ 402.42 \$ 254.27 28 135 \$ 844.32 517.40 1.35% \$ 326.92 135 29 1.35% \$ 844.32 517.40 326.92 124 475.24 30 1.24% \$ 775.52 300.28 83 0.83% \$ 519.10 318.10 201.00 31 32 146 1.46% \$ 913.12 \$ 559.56 353.56 148 1.48% \$ 925.62 \$ 567.22 358.40 33 84 34 0.84% \$ 525.35 \$ 321.94 \$ 203.41 107 35 1.07% \$ 669.20 410.09 \$ 259.11 137 \$ 525.06 331.77 36 1.37% 856.83 37 137 1.37% \$ 525.06 331.77 856.83 127 486.74 307.55 38 1.27% \$ 794.29 39 85 0.85% \$ 531.61 325.77 205.84 149 40 1.49% \$ 931.88 571.05 360.83 41 149 1.49% \$ 931.88 571.05 360.83 42 85 0.85% \$ 531.61 \$ 325.77 \$ 205.84 43 108 \$ 675.46 \$ 413.92 261.54 1.08% \$ 44 140 1.40% \$ 875.59 \$ 536.56 \$ 339.03 536.56 140 1.40% \$ 875.59 \$ \$ 339.03

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2021/22 Tax Financial Year

Assessable Income \$ 62,542.21
Allowable Deductions \$ 38,325.76
\$ 24,216.45

Expenses
Related to
Phone Tower
Income &

					In	come &		
	Unit		A	ssessable	Sto	oreroom	Net	
Lot / Customer account	Entitlement	%		Income		Rental	- 1	ncome
46	128	1.28%	\$	800.54	\$	490.57	\$	309.97
47	86	0.86%	\$	537.86	\$	329.60	\$	208.26
48	151	1.51%	\$	944.39	\$	578.72	\$	365.67
49	151	1.51%	\$	944.39	\$	578.72	\$	365.67
50	86	0.86%	\$	537.86	\$	329.60	\$	208.26
51	109	1.09%	\$	681.71	\$	417.75	\$	263.96
52	140	1.40%	\$	875.59	\$	536.56	\$	339.03
53	140	1.40%	\$	875.59	\$	536.56	\$	339.03
54	129	1.29%	\$	806.79	\$	494.40	\$	312.39
55	87	0.87%	\$	544.12	\$	333.43	\$	210.69
56	152	1.52%	\$	950.64	\$	582.55	\$	368.09
57	191	1.91%	\$	1,194.56	\$	732.02	\$	462.54
58	195	1.95%	\$	1,219.57	\$	747.35	\$	472.22
59	211	2.11%	\$	1,319.64	\$	808.67	\$	510.97
60	211	2.11%	\$	1,319.64	\$	808.67	\$	510.97
61	213	2.13%	\$	1,332.15	\$	816.34	\$	515.81
62	191	1.91%	\$	1,194.56	\$	732.02	\$	462.54
63	132	1.32%	\$	825.56	\$	505.90	\$	319.66
64	131	1.31%	\$	819.30	\$	502.07	\$	317.23
65	127	1.27%	\$	794.29	\$	486.74	\$	307.55
66	148	1.48%	\$	925.62	\$	567.22	\$	358.40
68	68	0.68%	\$	425.29	\$	260.62	\$	164.67
69	67	0.67%	\$	419.03	\$	256.78	\$	162.25
70	67	0.67%	\$	419.03	\$	256.78	\$	162.25
71	67	0.67%	\$	419.03	\$	256.78	\$	162.25
72	69	0.69%	\$	431.54	\$	264.45	\$	167.09
73	68	0.68%	\$	425.29	\$	260.62	\$	164.67
74	68	0.68%	\$	425.29	\$	260.62	\$	164.67
75	69	0.69%	\$	431.54	\$	264.45	\$	167.09
76	70	0.70%	\$	437.80	\$	268.28	\$	169.52
77	69	0.69%	\$	431.54	\$	264.45	\$	167.09
78	69	0.69%	\$	431.54	\$	264.45	\$	167.09
79	70	0.70%	\$	437.80	\$	268.28	\$	169.52
80	69	0.69%	\$	431.54	\$	264.45	\$	167.09
81	67	0.67%	\$	419.03	\$	256.78	\$	162.25
82	67	0.67%	\$	419.03	\$	256.78	\$	162.25
83	67	0.67%	\$	419.03	\$	256.78	\$	162.25
84	67	0.67%	\$	419.03	\$	256.78	\$	162.25
85	68	0.68%	\$	425.29	\$	260.62	\$	164.67
86	60	0.60%	\$	375.25	\$	229.95	\$	145.30
87	57	0.57%	\$	356.49	\$	218.46	\$	138.03
88	58	0.58%	\$	362.74	\$	222.29	\$	140.45
89	57	0.57%	\$	356.49	\$	218.46	\$	138.03
90	57	0.57%	\$	356.49	\$	218.46	\$	138.03
91	58	0.58%	\$	362.74	\$	222.29	\$	140.45
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## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2021/22 Tax Financial Year

Assessable Income \$ 62,542.21
Allowable Deductions \$ 38,325.76
\$ 24,216.45

	Unit		Expenses Related to Phone Tower Income & Assessable Storeroom Net						
Lot / Customer account	Entitlement	%	Income \$ 237.66				Income		
92	38	0.38%			\$	145.64	\$	92.02	
93	39	0.39%	\$	243.91	\$	149.47	\$	94.44	
94	52	0.52%	\$	325.22	\$	199.29	\$	125.93	
	10000	100%	\$	62,542.21	\$	38,325.77	\$	24,216.44	

## Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2022/23 Tax Financial Year

Assessable Income \$ 66,321.94
Allowable Deductions \$ 48,787.44
\$ 17,534.50

Expenses Related to Phone Tower Income,

			Income, Storeroom					
	Unit		Assessable Rental & Car				Net	
Lot / Customer account	Entitlement	%	Income		Bays		Income	
1	125	1.25%	\$	829.02	\$	609.84	\$	219.18
2	75	0.75%	\$	497.41	\$	365.91	\$	131.50
3	96	0.96%	\$	636.69	\$	468.36	\$	168.33
4	101	1.01%	\$	669.85	\$	492.75	\$	177.10
5	118	1.18%	\$	782.60	\$	575.69	\$	206.91
6	112	1.12%	\$	742.81	\$	546.42	\$	196.39
7	75	0.75%	\$	497.41	\$	365.91	\$	131.50
8	125	1.25%	\$	829.02	\$	609.84	\$	219.18
9	134	1.34%	\$	888.71	\$	653.75	\$	234.96
10	76	0.76%	\$	504.05	\$	370.78	\$	133.27
11	97	0.97%	\$	643.32	\$	473.24	\$	170.08
12	124	1.24%	\$	822.39	\$	604.96	\$	217.43
13	124	1.24%	\$	822.39	\$	604.96	\$	217.43
14	115	1.15%	\$	762.70	\$	561.06	\$	201.64
15	77	0.77%	\$	510.68	\$	375.66	\$	135.02
16	135	1.35%	\$	895.35	\$	658.63	\$	236.72
17	141	1.41%	\$	935.14	\$	687.90	\$	247.24
18	80	0.80%	\$	530.58	\$	390.30	\$	140.28
19	102	1.02%	\$	676.48	\$	497.63	\$	178.85
20	131	1.31%	\$	868.82	\$	639.12	\$	229.70
21	131	1.31%	\$	868.82	\$	639.12	\$	229.70
22	121	1.21%	\$	802.50	\$	590.33	\$	212.17
23	81	0.81%	\$	537.21	\$	395.18	\$	142.03
24	142	1.42%	\$	941.77	\$	692.78	\$	248.99
25	145	1.45%	\$	961.67	\$	707.42	\$	254.25
26	82	0.82%	\$	543.84	\$	400.06	\$	143.78
27	105	1.05%	\$	696.38	\$	512.27	\$	184.11
28	135	1.35%	\$	895.35	\$	658.63	\$	236.72
29	135	1.35%	\$	895.35	\$	658.63	\$	236.72
30	124	1.24%	\$	822.39	\$	604.96	\$	217.43
31	83	0.83%	\$	550.47	\$	404.94	\$	145.53
32	146	1.46%	\$	968.30	\$	712.30	\$	256.00
33	148	1.48%	\$	981.56	\$	722.05	\$	259.51
34	84	0.84%	\$	557.10	\$	409.81	\$	147.29
35	107	1.07%	\$	709.64	\$	522.03	\$	187.61
36	137	1.37%	\$	908.61	\$	668.39	\$	240.22
37	137	1.37%	\$	908.61	\$	668.39	\$	240.22
38	127	1.27%	\$	842.29	\$	619.60	\$	222.69
39	85	0.85%	\$	563.74	\$	414.69	\$	149.05
40	149	1.49%	\$	988.20	\$	726.93	\$	261.27
41	149	1.49%	\$	988.20	\$	726.93	\$	261.27
42	85	0.85%	\$	563.74	\$	414.69	\$	149.05
43	108	1.08%	\$	716.28	\$	526.90	\$	189.38
44	140	1.40%	\$	928.51	\$	683.02	\$	245.49

# Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2022/23 Tax Financial Year

Assessable Income \$ 66,321.94
Allowable Deductions \$ 48,787.44
\$ 17,534.50

Expenses Related to Phone Tower Income,

			Storeroom					
	Unit		Α	ssessable	Re	ntal & Car	Net	
Lot / Customer account	Entitlement	%		Income		Bays	ı	ncome
45	140	1.40%	\$	928.51	\$	683.02	\$	245.49
46	128	1.28%	\$	848.92	\$	624.48	\$	224.44
47	86	0.86%	\$	570.37	\$	419.57	\$	150.80
48	151	1.51%	\$	1,001.46	\$	736.69	\$	264.77
49	151	1.51%	\$	1,001.46	\$	736.69	\$	264.77
50	86	0.86%	\$	570.37	\$	419.57	\$	150.80
51	109	1.09%	\$	722.91	\$	531.78	\$	191.13
52	140	1.40%	\$	928.51	\$	683.02	\$	245.49
53	140	1.40%	\$	928.51	\$	683.02	\$	245.49
54	129	1.29%	\$	855.55	\$	629.36	\$	226.19
55	87	0.87%	\$	577.00	\$	424.45	\$	152.55
56	152	1.52%	\$	1,008.09	\$	741.57	\$	266.52
57	191	1.91%	\$	1,266.75	\$	931.84	\$	334.91
58	195	1.95%	\$	1,293.28	\$	951.36	\$	341.92
59	211	2.11%	\$	1,399.39	\$	1,029.41	\$	369.98
60	211	2.11%	\$	1,399.39	\$	1,029.41	\$	369.98
61	213	2.13%	\$	1,412.66	\$	1,039.17	\$	373.49
62	191	1.91%	\$	1,266.75	\$	931.84	\$	334.91
63	132	1.32%	\$	875.45	\$	643.99	\$	231.46
64	131	1.31%	\$	868.82	\$	639.12	\$	229.70
65	127	1.27%	\$	842.29	\$	619.60	\$	222.69
66	148	1.48%	\$	981.56	\$	722.05	\$	259.51
68	68	0.68%	\$	450.99	\$	331.75	\$	119.24
69	67	0.67%	\$	444.36	\$	326.88	\$	117.48
70	67	0.67%	\$	444.36	\$	326.88	\$	117.48
71	67	0.67%	\$	444.36	\$	326.88	\$	117.48
72	69	0.69%	\$	457.62	\$	336.63	\$	120.99
73	68	0.68%	\$	450.99	\$	331.75	\$	119.24
74	68	0.68%	\$	450.99	\$	331.75	\$	119.24
75	69	0.69%	\$	457.62	\$	336.63	\$	120.99
76	70	0.70%	\$	464.25	\$	341.51	\$	122.74
77	69	0.69%	\$	457.62	\$	336.63	\$	120.99
78	69	0.69%	\$	457.62	\$	336.63	\$	120.99
79	70	0.70%	\$	464.25	\$	341.51	\$	122.74
80	69	0.69%	\$	457.62	\$	336.63	\$	120.99
81	67	0.67%	\$	444.36	\$	326.88	\$	117.48
82	67	0.67%	\$	444.36	\$	326.88	\$	117.48
83	67	0.67%	\$	444.36	\$	326.88	\$	117.48
84	67	0.67%	\$	444.36	\$	326.88	\$	117.48
85	68	0.68%	\$	450.99	\$	331.75	\$	119.24
86	60	0.60%	\$	397.93	\$	292.72	\$	105.21
87	57	0.57%	\$	378.04	\$	278.09	\$	99.95
88	58	0.58%	\$	384.67	\$	282.97	\$	101.70
89	57	0.57%	\$	378.04	\$	278.09	\$	99.95

### Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2022/23 Tax Financial Year

Assessable Income \$ 66,321.94
Allowable Deductions \$ 48,787.44
\$ 17,534.50

	Unit	Expenses Related to Phone Tower Income, Storeroom Assessable Rental & Car Net						
Lot / Customer account	Entitlement	%	Income		Bays		Income	
90	57	0.57%	\$	378.04	\$	278.09	\$	99.95
91	58	0.58%	\$	384.67	\$	282.97	\$	101.70
92	38	0.38%	\$	252.02	\$	185.39	\$	66.63
93	39	0.39%	\$	\$ 258.66 \$ 190.27		\$	68.39	
94	52	0.52%	\$	344.87	\$	253.69	\$	91.18
	10000	100%	\$	66,321.97	\$	48,787.38	\$	17,534.59

#### **Owners of Nautilus Apartments SS 46247** Assessable Income & Deductions Derived From Common Property for the 2023/24 Tax Financial Year

Assessable Income \$ 78,649.81 \$ 56,034.82 Allowable Deductions

\$ 22,614.99

					Related to				
					St	oreroom			
	Unit	Unit		ssessable	Rer	ntal & Car	Net		
Lot / Customer account	Entitlement	%		Income		Bays	ı	ncome	
1	125	1.25%	\$	983.12	\$	700.44	\$	282.68	
2	75	0.75%	\$	589.87	\$	420.26	\$	169.61	
3	96	0.96%	\$	755.04	\$	537.93	\$	217.11	
4	101	1.01%	\$	794.36	\$	565.95	\$	228.41	
5	118	1.18%	\$	928.07	\$	661.21	\$	266.86	
6	112	1.12%	\$	880.88	\$	627.59	\$	253.29	
7	75	0.75%	\$	589.87	\$	420.26	\$	169.61	
8	125	1.25%	\$	983.12	\$	700.44	\$	282.68	
9	134	1.34%	\$	1,053.91	\$	750.87	\$	303.04	
10	76	0.76%	\$	597.74	\$	425.86	\$	171.88	
	97	0.97%	\$	762.90	\$	543.54	\$	219.36	
	124	1.24%	\$	975.26	\$	694.83	\$	280.43	
	124	1.24%	\$	975.26	\$	694.83	\$	280.43	
14	115	1.15%	\$	904.47	\$	644.40	\$	260.07	
15	77	0.77%	\$	605.60	\$	431.47	\$	174.13	
16	135	1.35%	\$	1,061.77	\$	756.47	\$	305.30	
17	141	1.41%	\$	1,108.96	\$	790.09	\$	318.87	
18	80	0.80%	\$	629.20	\$	448.28	\$	180.92	
19	102	1.02%	\$	802.23	\$	571.56	\$	230.67	
20	131	1.31%	\$	1,030.31	\$	734.06	\$	296.25	
21	131	1.31%	\$	1,030.31	\$	734.06	\$	296.25	
	121	1.21%	\$	951.66	\$	678.02	\$	273.64	
23	81	0.81%	\$	637.06	\$	453.88	\$	183.18	
24	142	1.42%	\$	1,116.83	\$	795.69	\$	321.14	
25	145	1.45%	\$	1,140.42	\$	812.50	\$	327.92	
26	82	0.82%	\$	644.93	\$	459.49	\$	185.44	
27	105	1.05%	\$	825.82	\$	588.37	\$	237.45	
28	135	1.35%	\$	1,061.77	\$	756.47	\$	305.30	
29	135	1.35%	\$	1,061.77	\$	756.47	\$	305.30	
30	124	1.24%	\$	975.26	\$	694.83	\$	280.43	
31	83	0.83%	\$	652.79	\$	465.09	\$	187.70	
32	146	1.46%	\$	1,148.29	\$	818.11	\$	330.18	
33	148	1.48%	\$	1,164.02	\$	829.32	\$	334.70	
34	84	0.84%	\$	660.66	\$	470.69	\$	189.97	
35	107	1.07%	\$	841.55	\$	599.57	\$	241.98	
36	137	1.37%	\$	1,077.50	\$	767.68	\$	309.82	
37	137	1.37%	\$	1,077.50	\$	767.68	\$	309.82	
38	127	1.27%	\$	998.85	\$	711.64	\$	287.21	
39	85	0.85%	\$	668.52	\$	476.30	\$	192.22	
40	149	1.49%	\$	1,171.88	\$	834.92	\$	336.96	
41	149	1.49%	\$	1,171.88	\$	834.92	\$	336.96	
42	85	0.85%	\$	668.52	\$	476.30	\$	192.22	
43	108	1.08%	\$	849.42	\$	605.18	\$	244.24	
44	140	1.40%	\$	1,101.10	\$	784.49	\$	316.61	
<del></del>	170	1.70/0	٧	1,101.10	٧	, 54.43			

**Expenses** 

# Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2023/24 Tax Financial Year

Assessable Income \$ 78,649.81

Allowable Deductions \$ 56,034.82
\$ 22,614.99

Expenses Related to Phone Tower Income,

					Storeroom			
	Unit		A	ssessable	Re	ntal & Car	& Car N	
Lot / Customer account	Entitlement	%		Income		Bays	I	ncome
45	140	1.40%	\$	1,101.10	\$	784.49	\$	316.61
46	128	1.28%	\$	1,006.72	\$	717.25	\$	289.47
47	86	0.86%	\$	676.39	\$	481.90	\$	194.49
48	151	1.51%	\$	1,187.61	\$	846.13	\$	341.48
49	151	1.51%	\$	1,187.61	\$	846.13	\$	341.48
50	86	0.86%	\$	676.39	\$	481.90	\$	194.49
51	109	1.09%	\$	857.28	\$	610.78	\$	246.50
52	140	1.40%	\$	1,101.10	\$	784.49	\$	316.61
53	140	1.40%	\$	1,101.10	\$	784.49	\$	316.61
54	129	1.29%	\$	1,014.58	\$	722.85	\$	291.73
55	87	0.87%	\$	684.25	\$	487.50	\$	196.75
56	152	1.52%	\$	1,195.48	\$	851.73	\$	343.75
57	191	1.91%	\$	1,502.21	\$	1,070.26	\$	431.95
58	195	1.95%	\$	1,533.67	\$	1,092.68	\$	440.99
59	211	2.11%	\$	1,659.51	\$	1,182.33	\$	477.18
60	211	2.11%	\$	1,659.51	\$	1,182.33	\$	477.18
61	213	2.13%	\$	1,675.24	\$	1,193.54	\$	481.70
62	191	1.91%	\$	1,502.21	\$	1,070.26	\$	431.95
63	132	1.32%	\$	1,038.18	\$	739.66	\$	298.52
64	131	1.31%	\$	1,030.31	\$	734.06	\$	296.25
65	127	1.27%	\$	998.85	\$	711.64	\$	287.21
66	148	1.48%	\$	1,164.02	\$	829.32	\$	334.70
68	68	0.68%	\$	534.82	\$	381.04	\$	153.78
69	67	0.67%	\$	526.95	\$	375.43	\$	151.52
70	67	0.67%	\$	526.95	\$	375.43	\$	151.52
71	67	0.67%	\$	526.95	\$	375.43	\$	151.52
72	69	0.69%	\$	542.68	\$	386.64	\$	156.04
73	68	0.68%	\$	534.82	\$	381.04	\$	153.78
74	68	0.68%	\$	534.82	\$	381.04	\$	153.78
75	69	0.69%	\$	542.68	\$	386.64	\$	156.04
76	70	0.70%	\$	550.55	\$	392.24	\$	158.31
77	69	0.69%	\$	542.68	\$	386.64	\$	156.04
78	69	0.69%	\$	542.68	\$	386.64	\$	156.04
79	70	0.70%	\$	550.55	\$	392.24	\$	158.31
80	69	0.69%	\$	542.68	\$	386.64	\$	156.04
81	67	0.67%	\$	526.95	\$	375.43	\$	151.52
82	67	0.67%	\$	526.95	\$	375.43	\$	151.52
83	67	0.67%	\$	526.95	\$	375.43	\$	151.52
84	67	0.67%	\$	526.95	\$	375.43	\$	151.52
85	68	0.68%	\$	534.82	\$	381.04	\$	153.78
86	60	0.60%	\$	471.90	\$	336.21	\$	135.69
87	57	0.57%	\$	448.30	\$	319.40	\$	128.90
88	58	0.58%	\$	456.17	\$	325.00	\$	131.17
89	57	0.57%	\$	448.30	\$	319.40	\$	128.90

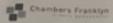
NOTE: For any lot owner who requires ATO information for a part year (i.e. purchase or sale) please contact your strata manager. A fee may apply for this service.

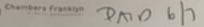
# Owners of Nautilus Apartments SS 46247 Assessable Income & Deductions Derived From Common Property for the 2023/24 Tax Financial Year

Assessable Income \$ 78,649.81

Allowable Deductions \$ 56,034.82
\$ 22,614.99

**Expenses** Related to **Phone Tower** Income, Storeroom Unit Assessable Rental & Car Net **Entitlement** % Income Lot / Customer account Bays Income 57 0.57% \$ 448.30 319.40 128.90 91 58 0.58% \$ 456.17 325.00 131.17 92 38 0.38% 298.87 212.93 85.94 39 93 0.39% \$ 306.73 218.54 88.19 52 \$ 94 0.52% 408.98 291.38 117.60 10000 \$ 78,649.72 \$ 56,034.84 \$ 22,614.88 100%





1747 Ceditic Street, Stirling 86A 6021

# Notice of Levies Due in June 2025

#### Tax Invoice

Issued 13/05/2025 on behalf of:

The Owners of SP 46247 ABN 41892533269 Nautilus Apartments 17-21 Rockingham Beach Rd ROCKINGHAM WA 6168

for Lot 57 Unit 57

Crockford

Mr Crockford Nautilus Apartments Apt 57 / 17-21 Rockingham Beach Rd ROCKINGHAM WA 6168

Amounts due (including GST) (\$) Due date Details Total Admin Fund Reserve Fund 3,465.70 Quarterly Admin/Reserve Levy 2,328.45 3.465.70

(including \$315.07 GST)

Total of this levy notice 3,465.70 Levies in arrears 0.00 Interest on levies in arrears 0.00 Outstanding owner invoices 0.00 Subtotal of amount due 3,465.70 Prepaid 0.00 Total amount due \$3,465.70

Late Payment Section 100 of the Strata Titles Act 1985 provides for interest on

Levy Payment due 01/06/2025



Crockford

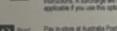
Strata Scheme 46247 Lot 57

Biller code 96503

unpaid levies to be charged at 11.00% p.a.









Pay in store at Australia Fost by chaque or EPTPOS.

Chambers Franklyn Strata Management

Contact your participating fearcast institution to make a SPAT payment, from your chapse or savings account. Enter the bilar code and your DEFT reference number. To use the GR code, use the reader within your

**DEFT Reference Number** 

30559699127857

Amount Due

\$3,465.70

Due Date

01/06/2025

Amount Pald

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Post to PO BOX 2142, Ruckingham WA 6067.



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# Scheme By-laws – First Consolidation

Strata Titles Act 1985 Part 4 Division 4

Scheme Number: 46247

The Owners of Nautilus Apartments (strata scheme 46247) (strata company):

#### Part 1 - First Consolidation

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

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

#### Part 2 - Application to Amend

In compliance with the Strata Titles Act 1985 Section 56 and Schedule 5 clause 4 and the Strata Titles (General) Regulations 2019 Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by laws.

#### and certifies that:

By resolution without dissent, the voting period for which opened on and closed on (and which must be registered within 3 months from closing date) the  $\Box$  additions/  $\Box$  amendments/  $\Box$  repeal<sup>2</sup> to the Governance by laws were made as detailed here.

#### □ 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  $\Box$  additions/  $\Box$  amendments/  $\Box$  repeal<sup>2</sup> to the Conduct by laws were made as detailed here.

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

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

<sup>&</sup>lt;sup>2</sup> Select one.



Version 2



Approved Form 2020-43914 Effective for use from: 15/06/2022

# Part 3 – Consolidated By-laws of Scheme Number: 46247

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



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#### **Governance By-Laws**

#### 1. Duties of proprietor, occupiers, etc.

# (1) A proprietor shall:

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

## (2) A proprietor shall:

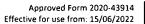
- (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
- (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in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

#### 2. Constitution of the council

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

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- Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) The council shall consist of 7 proprietors or a number determined by the strata company at a duly convened meeting.
- (4) To ensure equitable representation on the council of owners, 6 members shall be elected from proprietors of the lots that are used for residential occupation and 1 member shall be from lots that are used for commercial/retail use.
- (5) In the event that a nomination for a position on the council is not received from a proprietor of a lot used for commercial/retail purposes then the council shall be elected from nominations of the proprietors of lots used for residential occupation.
- (6) Where the original proprietor remains the proprietor of any lot, the original proprietor 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).
- (7) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (8) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.

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



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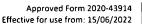


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- (9) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (10) A member of the council vacates his office as member of the council -
  - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
  - (b) upon receipt by the strata company of a notice in writing of his resignation from the office of member;
  - (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 he is not elected or re-elected;
  - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
  - (e) where he is removed from office under sub-bylaw (10) of this by-law.
- (11) Any casual vacancy on the council may be filled by the remaining members of the council except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-by-law (10) the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (12) A quorum of the council shall be 4 members.
- (13) The continuing members of the council may act notwithstanding any 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

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number of members of the council or convening a general meeting of the

(14) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there were some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duty continued in office.

strata company, but for no other purpose.

#### 3. Election of council

- (1) The procedure for nomination and election of members of a council shall be in accordance with the following rules:
  - (a) The chairman shall call upon those persons present and entitled to nominate candidates for election to the council.
  - (b) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
    - (i) in writing, and furnished to the chairman at the meeting; or
    - (ii) orally by a nominee who is present at the meeting.
  - (c) When no further nominations are forthcoming, the chairman:
    - (i) where the number of candidates equals the number of members of the council determined in accordance with the requirements of bylaw 2(3) shall declare those candidates to be elected as members of the council;
    - (ii) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
  - (d) If a ballot is to be held, the chairman shall:
    - (i) announce the names of the candidates; and
    - (ii) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for as a ballot-paper.
  - (e) A person who is entitled to vote shall complete a valid ballot- paper by:

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



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- writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
   and
- (ii) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee; and
- (iii) signing the ballot-paper, and
- (iv) returning it to the chairman.
- (f) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (g) Subject to sub-bylaw (h), candidates, being equal in number to the number of members of the council as determined in accordance with bylaw 2(3), who receive the highest numbers of votes shall be declared elected to the council.
- (h) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (g) and:
- (i) that number equals the number of votes recorded in favour of any other candidate; and
- if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,

as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

#### 4. Chairman, secretary and treasurer of council

(1) The members of a council shall, at the first meeting of council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.

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# 6. Meetings of council

- (1) At meetings of council, all matters shall be determined by 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 shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
  - (b) employ on behalf of the strata company such agents and employees as it thinks fit in conjunction with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;
  - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and an proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- (4) A proprietor or individual may be appointed under sub-bylaw (3) whether or not he is a member of council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- (6) The council shall keep minutes of its proceedings.

#### 7. Powers and duties of secretary of strata company

(1) The powers and duties of the secretary of a strata company include:

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- (2) A person:
  - (a) shall not be appointed to an office referred to in sub-bylaw (1) unless he is a member of the council; and
  - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) shall hold office until:
  - (a) he ceases to be a member of the council; or
  - (b) receipt by the strata company of notice in writing of his resignation from that office; or
  - (c) another person is appointed by the council to hold that office,

whichever first happens.

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

#### 5. Chairman, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as chairman 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 he was appointed to act.

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- (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;
- (c) the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act;
- (d) the answering of communications addressed to the strata company;
- (e) the calling of nominations of candidates for election as members of the council; and
- subject to section 49 and 103 of the Act the convening of meetings of the strata company and of the council.

## 8. Powers and duties of treasurer of strata company

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

#### 9. Theme of development

The strata scheme is a mixed-use scheme comprised of lots used for commercial/retail purposes and lots used for residential occupation. The City

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of Rockingham has approved this development as a mixed-use scheme with the commercial/retail lots being located on the ground floor. The residential proprietors are advised of this proposed mix of uses. However, no representations or warranties are made in relation to the actual use or uses of the commercial/retail lots. The commercial/retail lots are expected to add to the ambience and atmosphere of the scheme. The scheme will be developed in 2 stages with Stage I consisting of 62 residential apartments, and 4 commercial/retail tenancies on the ground floor. Stage II consisting of 24 residential apartments, and 3 commercial/retail tenancies.

# 10. Recovery of money expended as a result of breach

(1) If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall be entitled to recover that amount (and the costs of recovery) from the person who was the proprietor of the lot at the time when the breach occurred, whether or not they were the person who caused such expense.

#### 11. Reserve fund

(1) The strata company shall administer a reserve fund in accordance with section 36(2) of the Act for the purpose of accumulating funds to meet contingent expenses that may arise in the future. These funds shall be raised at a rate of 0.1 percent of the insurable value of the building per annum, or another appropriate amount determined by the Strata Company.

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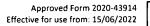


#### 12. Cost centres

- (1) Because of the different types of accommodation, activities and uses that will be occurring on the strata scheme, and to enable the scheme to be efficiently managed, the strata company 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.
- (2) Each of the areas identified in clause 36(3) will be operated as a separate Cost Centre (being the specific areas to which Cost Items are apportioned or allocated).
- (3) The Cost Centre that a proprietor will be required to contribute to will be determined as follows:
  - (a) the proprietors of lots 63 to 66 (Stage I) that are used for commercial/retail purposes then those proprietors will be allocated to the 'Commercial/Retail Cost Centre';
  - (b) the proprietors of lots 1 to 62 (Stage I) that are used for a residential occupation will be allocated to the 'Residential Apartments Cost Centre';
  - (c) the proprietor of lots 68 to 91 (Stage II) that are used for residential occupation (and are not part of the apartment tower) will be allocated to the 'Residential Villas Cost Centre';
  - (d) the proprietors of lots 92 to 94 (Stage II) that are used for commercial/retail purposes then those proprietors will be allocated to the Commercial/Retail 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

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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.
- (8) Whilst lot 67 remains a vacant lot the proprietors of that lot shall only be required to contribute to the public liability component of the strata company insurance.

### 13. Power of strata company regarding submeters

- (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub bylaw (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub bylaw, the strata company may require.
- (2) The strata company shall lodge every sum received under this by law to the credit of an interest bearing account with an ADI (authorised deposit taking institution) as defined in section 5 of the Banking Act 1959 of the

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Commonwealth and all interest accruing in respect of amounts so received shall, subject to this by law, be held on trust for the proprietor or occupier who made the payment.

- (3) If the proprietor or other 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 proprietor or occupier under this by law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by law to a strata company satisfies the strata company that he is 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 gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by law.

## 14. Water and gas consumption within residential lots

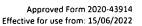
(1) The proprietors of the lots used for residential purposes acknowledge that the consumption of water and gas is recorded on common meters, and that the cost of consumption is proportioned in accordance to the unit entitlement of each of the residential lots and will not be based on the individual consumption by each lot.

# 15. Exclusive use of the car parking bays

(1) The original proprietor shall at his discretion and under the conditions contained in the power of attorney clause set out in the contract of sale and on behalf of the strata company, be permitted for a period of 2 years from the

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date of registration of the strata plan to allocate parts of the common property that are spare car parking bays for the exclusive use of a lot.

- (2) The original proprietor is entitled to any consideration payable in respect of the making of by-laws in accordance with section 42(8) of the Act permitting the proprietors of specified lots to have the exclusive use and enjoyment of one or more of those parts of the common property comprising the spare car parking bays until the date which is 2 years after the date of registration of the strata plan.
- (3) When the original proprietor allocates an exclusive use car parking bay, the strata company records shall include a minute to this effect and a by-law that permits the registration of the exclusive use shall be signed and seated by two members of council.

## 16. Exclusive use of part of the common property

The proprietor of lot 37 is hereby granted exclusive use of the part of the common property delineated on Annexure "F" and marked "For Exclusive Use of Lot 37" and shall -

- (a) at all times and its cost maintain and keep its exclusive use area in a clean, neat and tidy condition and shall ensure all oil spills are promptly removed from the ground surface of its exclusive use area;
- (b) not be permitted to use the exclusive use area other then for the purpose of parking of a licensed motor vehicle;
- (c) not be permitted to fence or enclose the exclusive use area; and
- (d) permit occasional pedestrian access over part of the exclusive use area to allow agents of the strata company reasonable access to the adjoining common property store.

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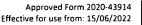
# 17. Exclusive use of parts of the common property to lot 63

The proprietor of lot 63 is hereby granted exclusive use of that part of the common property delineated on Annexure "D" as, "For Exclusive Use of Lot 63" ('the Alfresco Area'). The use of the Alfresco Area is subject to the following:

- (1) The Alfresco Area being covered under the insurance policies required by Schedule 1 by-law 18 as if it formed part of the lot.
- (2) The Alfresco Area may only be used for the purpose of placing tables and chairs and to serve food and drinks to customers (who must not be permitted to use the Alfresco Area for consumption of food or drink purchased from any other retailer).
- (3) The use of good quality tables, chairs and other equipment to properly carry out the service of food and drinks in the Alfresco Area (which will be subject to the strata company's approval).
- (4) The proprietor or tenant of the lot must:
  - (a) ensure that the Alfresco Area is kept clean and free of scraps, litter and food refuse:
  - (b) not serve food or drinks in the Alfresco Area that will (in the opinion of the strata company) cause any smell to pervade the area outside the Alfresco Area.
  - (c) not block the common property or access of other proprietors or tenants of the strata scheme or their customers:
  - (d) clear tables as soon as customers have finished consuming food and drinks;
  - (e) clean spillage immediately;

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- supply only the best quality food and drink and maintain the highest standards in the presentation of food and drinks;
- ensure that at all times when on duty their employees present a clean and well groomed appearance;
- (h) keep the Alfresco Area open for business during the normal trading hours specified by the strata company from time to time;
- (i) ensure that the Alfresco Area is cleared of all chairs, tables and other items at all times when the lot is not open for business; and
- (j) comply with all other rules concerning the use of the Alfresco Area as notified by the strata company from time to time.
- (5) The proprietor must fully indemnify the strata company against all costs, claims and expenses arising from the use of the Alfresco Area, whether caused by a tenant, invitee or any other person.
- (6) In the event that the Alfresco Area is not to be used for its intended purpose then the proprietor of the lot shall make application to the strata company for permission to use the Alfresco Area for another purpose. The consent of the strata company to this proposed change shall not be unreasonably withheld.

# 18. Exclusive use of parts of the common property to lot 66

The proprietor of lot 66 is hereby granted exclusive use of that part of the common property delineated on Annexure "E" as, "For Exclusive Use of Lot 66" ('the Alfresco Area'). The use of the Alfresco Area is subject to the following:

(1) The Alfresco Area being covered under the insurance policies required by Schedule 1 by-law 18 as if it formed part of the lot.

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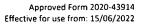


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- (2) The Alfresco Area may only be used for the purpose of placing tables and chairs and to serve food and drinks to customers (who must not be permitted to use the Alfresco Area for consumption of food or drink purchased from any other retailer).
- (3) The use of good quality tables, chairs and other equipment to properly carry out the service of food and drinks in the Alfresco Area (which will be subject to the strata company's approval).
- (4) The proprietor or tenant of the lot must
  - (a) ensure that the Alfresco Area is kept clean and free of scraps, litter and food refuse;
  - (b) not serve food or drinks in the Alfresco Area that will (in the opinion of the strata company) cause any smell to pervade the area outside the Alfresco Area.
  - (c) not block the common property or access of other proprietors or tenants of the strata scheme or their customers;
  - (d) clear tables as soon as customers have finished consuming food and drinks:
  - (e) clean spillage immediately;
  - (f) supply only the best quality food and drink and maintain the highest standards in the presentation of food and drinks;
  - (g) ensure that at all times when on duty their employees present a clean and well groomed appearance;
  - (h) keep the Alfresco Area open for business during the normal trading hours specified by the strata company from time to time;

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- (i) ensure that the Alfresco Area is cleared of all chairs, tables and other items at all times when the lot is not open for business; and
- (j) comply with all other rules concerning the use of the Alfresco Area as notified by the strata company from time to time.
- (5) The proprietor must fully indemnify the strata company against all costs, claims and expenses arising from the use of the Alfresco Area, whether caused by a tenant, invitee or any other person.
- (6) In the event that the Alfresco Area is not to be used for its intended purpose then the proprietor of the lot shall make application to the strata company for permission to use the Alfresco Area for another purpose. The consent of the strata company to this proposed change shall not be unreasonably withheld.

## 19. Joining or amalgamation of lots

- (1) A proprietor, occupier or other resident of a lot shall not join two separate lots or remove or breach any dividing wall or other barrier between (or that would permit access between) adjoining lots.
- (2) Any application to the strata company for permission to join lots will only be approved on the passing of a resolution without dissent by the strata company and such approval will be subject to any requirements that the strata company may impose in their absolute discretion.

#### 20. Proposed re-subdivision of lot 67

As soon as practicable following the construction of all of the buildings on the parcel a strata plan of re-subdivision shall be prepared and registered in accordance with section BA, and in particular section BA(a)(ii)(II) of the Strata Titles Act. The

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indicative form and content of the proposed strata plan of re-subdivision is set out in the Annexures, annotated as follows;

- 'A' Proposed location plan and proposed floor plan for the strata plan of resubdivision;
- 'B' Licensed valuers certificate form 27 and the proposed unit entitlements for the strata plan of re-subdivision;
- 'C' Architectural plans containing, the height of every storey, ground levels, approximate relative levels and basic specifications for the building.

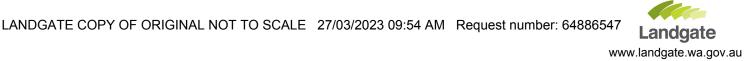
### Warning:

The proposed re-subdivision in this by-law is not binding on the Western Australian Planning Commission, Local Government, or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving, the proposed re-subdivision.

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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.







#### **Conduct By-Laws**

# 1. Duties of proprietor, occupiers, etc.

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

# 2. Power of proprietor to decorate etc.

(1) A proprietor may, without obtaining the consent of the strata company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

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# 3. Obstruction of common property

(1) A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.

# 4. Damage to lawns etc. on common property

- (1) Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not:
  - (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
  - (b) use any portion of the common property for his own purposes as a garden.

## 5. Behaviour of proprietors and occupiers

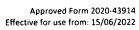
(1) A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.

# 6. Depositing rubbish etc. on common property

(1) A proprietor, occupier, or other resident of a lot shall not deposit or throw upon 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 another proprietor, occupier or resident or of any person lawfully using the common property.

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# 7. Drying of laundry items

- (1) A proprietor, occupier, or other resident of a lot shall 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

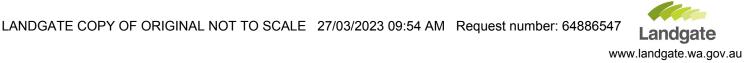
# 8. Storage of inflammable liquids etc.

(1) A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon 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

(1) A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.

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# 10. Garbage disposal

- (1) A proprietor or occupier of a lot:
  - (a) shall maintain within his 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 the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

# 11. Additional duties of proprietors, occupiers etc.

- (1) A proprietor, occupier or other resident shall not:
  - (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building; or
  - (b) make undue noise in or about any lot or common property; or

### 12. Notice of alteration to lot

(1) A proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event shall 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.

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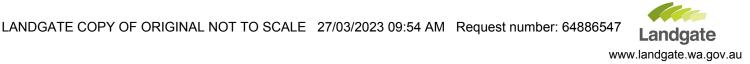
## 13. Appearance of lot

(1) A proprietor, occupier or other resident of a lot shall 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.

# 14. Keeping of pets

- (1) A proprietor, occupier or other resident of a lot shall be permitted to keep animals, fish and birds on their lot, provided that the pet does not interfere with the quiet and peaceful enjoyment of their lots by the other proprietors. If the proprietor, occupier or other resident of a lot breaches this by-law then the strata company may revoke the permission or impose any further conditions it considers necessary.
- (2) A proprietor, occupier or other resident may only enter upon the common property with a pet for the purpose of access and egress to their lot.
- (3) Any pet belonging to a proprietor, occupier or other resident that enters the common property, must be leashed and under the control of a responsible person.
- (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 whose pet causes a nuisance to other proprietors. The notice shall request the removal of the offending pet within 7 days of service of the notice.

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## 15. Signage erection and installation

- (1) It is intended that all signage that is located on the common property, or on parts of a lot that are externally visible or affect the overall appearance of the building, is to be controlled by the strata company.
- (2) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner, for sale sign and for lease sign on any external part of his, her or its lot or the common property without the prior written consent of the strata company (such consent to be at the absolute discretion of the strata company).
- (3) All signage erected, installed or affixed within any lot or common property will be in accordance with the requirements and regulations of any appropriate government agency and of the strata company (the minimum standard being 3-dimensional Illuminated signage wired to the electrical distribution board of the lot).
- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of eighteen months (18) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

#### 16. Damage to common property

(1) A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property caused by them or their employees, agents and other invitees, and shall be liable to pay for any repairs to make good the damage.

#### 17. Not permitted on common property

(1) Every person using the common property must:

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- (a) obey all reasonable directions of the strata company with regard to the common property and must not in any way obstruct the strata company in its control of the common property and of persons therein;
- (b) not enter or be in or upon the common property while in an intoxicated condition;
- (c) not park or store a bicycle, pram, wheel chair or other equipment on the common property;
- (d) not ride a bicycle, skateboard, inline skates or roller skates on the common property:

# 18. Excessive noise, cooking odours and conduct whilst on common property

- (1) A proprietor, occupier or tenant of a lot shall at all times preserve the good appearance and standing of the building and not interfere with the peaceful and quiet enjoyment of the other proprietors or occupiers.
- (2) A proprietor, occupier or other resident of a lot shall not-
  - (a) allow any cooking or other odours, noise or other potential nuisances to emanate from their lot;
  - (b) eat food or confectionery or drink beverages of any kind in the lift or foyer area;
  - (c) transport food or drinks in the lifts unless they are securely wrapped and sealed so they will not spill or damage the lift or common property;
  - (d) transport rubbish to the bin area unless the rubbish is securely wrapped and sealed so it will not spill or damage the lift or common property;
  - behave in an unseemly, improper, disorderly or riotous manner, or swear or use any indecent, obscene or abusive language on or to be audible from the common property;

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(f) damage or interfere with or use improperly any part of the common property or the furniture, fittings or equipment, nor remove from the common property any of the furniture, fittings or equipment.

# 19. Smoking on common property

- No person shall smoke tobacco in any part of the building comprising common property.
- (2) Any proprietor who breaches this by-law or permits a breach of this by-law hereby indemnifies and will keep indemnified the strata company in respect of any claim by the fire brigade or any other authority or person arising from the breach of this by-law.
- (3) A proprietor who smokes tobacco within the confines of their lot shall take all reasonable precautions to ensure that any secondary smoke or odours do not affect the peaceful enjoyment of other proprietors or occupiers.

# 20. Television antennas and aerials

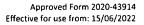
(1) The original proprietor has arranged for the building to be wired to permit telecommunications, free to air television, pay television and internet access from a system of common wiring. A proprietor, occupier or tenant shall not erect any television antenna, receiving aerial or transmitting device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

# 21. Floor coverings and noise transmission

(1) A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising the entrance lobby, kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission

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of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.

- (2) A proprietor of a lot shall not be permitted to install any timber, cork or ceramic tile flooring within the floor space within their lot (other than in the entrance lobby, kitchen, laundry, lavatory or bathroom).
- (3) An occupier of a lot and his, her or its invitees shall, whenever possible, wear soft-soled shoes within their lot so as to restrict the transmission of noise.
- (4) An occupier of a lot shall ensure any movable furniture that is located either permanently or temporarily on a balcony has the legs or base of the furniture fitted with felt pads to assist in the restriction of the transmission of noise.

# 22. Garbage disposal

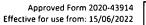
- (1) A proprietor, occupier, resident or tenant of a lot shall
  - (a) use the garbage disposal system to remove garbage, trash or other household or office waste;
  - (b) comply with all local government authority by-laws and ordinances relating to garbage disposal;
  - ensure that any household waste that is placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;
  - (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his or her disposal of garbage.
- (2) Any proprietor, occupier, resident or tenant who is 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, or similar, materials are to be stored, kept or remain on a lot, the common property or the proprietor's car parking bay. In the event that a proprietor, occupier, resident or tenant does not dispose of such rubbish

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immediately, the strata company shall do so and the proprietor, occupier, resident or tenant will be responsible for the costs of doing so.

#### 23. Maintenance of stormwater disposal system

(1) The strata company shall be responsible for ensuring that the stormwater disposal system, including pipes and soak wells are fully maintained and cleaned to permit the efficient operation of the system. The system will be inspected in each April and October and all rubbish and debris will be removed. An inspection of the soil in the bottom of the soak wells shall be carried out to determine if this soil has been contaminated by petroleum oil. To allow the system to function efficiently, any contaminated soil must be removed and replaced with clean dry sand.

#### 24. Window cleaning and security lighting

- The strata company shall be responsible for
  - the cleaning of the external part of all windows and glass that are on the perimeter walls or the common property (the cost to be included in the annual budget); and
  - (b) the costs of operating and maintaining all security and other lighting on the common property shall be included in the annual budget.

#### 25. Obligation to notify defects in services

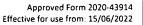
(1) A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and

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when they deem necessary for the safety and preservation of the building and services.

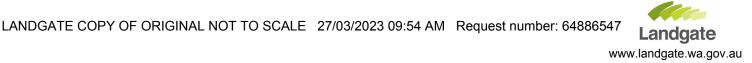
## 26. Blockage of drainage pipes

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

# 27. Water leakage to other lots and common property

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

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# 28. Access over a lot by the strata company or its agents or lot proprietors

(1) Where and to the extent that the strata company resolves that access is necessary or desirable for repairs to the common property, cleaning of the external parts of the windows or painting and maintenance of a lot (or for any other reason they reasonably consider necessary), the proprietor, occupier or resident of a lot shall permit the strata company and its servants, agents, contractors and invitees (with all necessary plant and equipment) to have access to his lot in order to obtain access to any part of the common property or lot.

#### 29. Instructing of contractors by proprietors

(1) A proprietor, occupier or other resident shall not instruct any contractors or workmen employed by the strata company unless expressly authorised by the strata company. Any proprietor, occupier or other resident instructing any contractor or workmen without authorisation from the strata company shall be personally responsible for the payment of such contractor or workmen and for the cost of removing, making good or altering any such work, which the strata company deems unsatisfactory. The proprietor shall indemnify the strata company against any costs, claims or liabilities arising from the improper instructions given to contractors or workmen.

#### 30. Floor loading

(1) 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 his or her lot or the common property and, without limitation, not allow a floor loading greater than specified in the engineering specifications for that lot.

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### 31. Security gates and doors

- (1) The proprietors of each lot will be liable to pay by levy for all operating, maintenance and repair costs for the security gates and doors. The levy shall be in the same proportions as the respective unit entitlements to each lot.
- (2) The proprietor of a lot will be issued with 2 key devices and remote controls to gain access to the car park, lifts and stairways. In the event that a key device or remote control is lost or destroyed the proprietor will immediately inform the managing agent. The proprietor will be liable for the cost of replacing and recoding these items.

### 32. Internal alarm systems

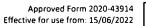
(1) A proprietor shall be permitted at their cost to install a security system within their lot provided it does not have an audible alarm system and it does not interfere with the electronic systems, radio or television transmissions of the other lots.

### 33. Air conditioning units

(1) The proprietor of a lot shall, at his or her own cost, be permitted to install a split system air conditioning system to their lot provided that the condenser component of the system is located on the rear balcony of their lot or any other position recommended by the builder and it does not cause a disturbance to any other person. In the event this location is unsatisfactory the strata company may (in their absolute discretion) approve of another location on receipt of a written application from a proprietor. The condenser components of an air conditioner are not permitted on the balconies at the front of the building.

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(2) 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.

### 34. Facades of the building

(1) A proprietor, occupier or other resident shall not modify, alter, erect or carry out any works to the facades or change the external colour scheme or appearance of the building without the prior written approval of the strata company (which may be granted or withheld at their absolute discretion).

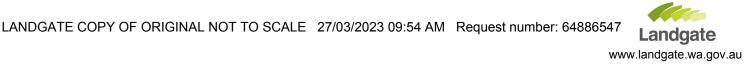
### 35. Improvements to courtyards, balconies and external walls

(1) Notwithstanding any other by-law, a proprietor of a lot shall not install or affix any structure (including shade sails), improvement or object to a balcony, courtyard, terrace or an external wall or surface of the building unless it has been first approved in writing by the strata company or its agent (which may be granted or withheld at their absolute discretion).

### 36. Balcony appearance and furniture

- (1) The external appearance of the buildings is to be maintained to a uniform and aesthetically pleasing demeanour.
- (2) A proprietor, occupier or other resident of a lot shall
  - (a) not enclose or add any blinds, awnings or other material to the terrace or balcony of a lot without the prior written consent of the strata company;
  - (b) not place or keep pot plants on the balcony of a lot without the prior written consent of the strata company;

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- (c) not be permitted to install a gas bayonet on their balcony;
- (d) ensure at all times that all outdoor furniture that is on the balcony is fitted with suitable floor pads that will prevent the transmission of noise.

### 37. Use of recreational facilities

- (1) Situated on common property are various recreational facilities that are intended for the use of occupiers of lots within the strata scheme. These facilities include the swimming pool, gymnasium, kitchen, barbecues and any other facilities that may be provided from time to time ('the Facilities'). The Facilities will be available for use at the times specified by the strata company.
- (2) A proprietor 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 damage or impair the efficient operation of any of the Facilities.
- (3) A person using the Facilities shall leave them in a clean, neat and tidy condition.
- (4) The strata company is not liable for any inconvenience or loss, including any damages, because:
  - (a) any of the Facilities are out of order or not functioning properly; or
  - (b) any of the Facilities are temporarily stopped or interrupted pending inspection, repair, maintenance, replacement or any other cause.
- (5) The strata company shall make house rules for the control and use of the Facilities and for the conduct of persons using the Facilities and shall display and circulate these house rules for the benefit of all proprietors.

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### 38. Fire control plan and evacuation

- (1) The strata company will develop a fire management plan that complies with the requirements of the Fire and Emergency Services Authority of Western Australia, or any other statutory authority having similar responsibility ('the Fire Management Plan').
- (2) The proprietor, occupier and tenant, as the case may be, of a lot will ensure that he, she or it and any persons lawfully using the lot are informed of the evacuation procedures and the Fire Management Plan.

### 39. Sundry items for the use of a lot

(1) 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., including (but not limited to) air conditioners. security systems, building management systems. ducting, fly screens. door locks, lights, awnings, etc.) that are installed on or in the relevant proprietor's lot (or the common property if for the exclusive use of the particular lot). In the event a proprietor does not keep these items in good repair, then the strata company may serve a notice on the proprietor requiring these items to be properly maintained.

### 40. Use of lots and conduct of business on commercial/retail lots

(1) Either the proprietor or the tenant of a commercial/retail lot must apply to the council of owners (who act on behalf of the strata company) for its prior written consent to any change in the use of the lot from the use first approved by the council of owners. The consent of the council of owners will not be unreasonably withheld if all planning, licensing and other approvals for the use of the lot for the proposed purpose have been obtained and the proprietor and/or tenant fully complies with the conditions of those approvals. However;

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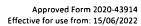




- (a) The council of owners is entitled to withhold its consent if, in their reasonable opinion, they consider that the proposed use:
  - (i) would create a security risk;
  - (ii) would be inappropriate having regard to the nature and standing of the strata scheme, the use of other premises in the strata scheme or the legitimate interests of the other proprietors or tenants; or
  - (iii) would be detrimental in any way to the interests of the owners of other lots in the strata scheme.
- (b) A proprietor or tenant of any commercial/retail lots must -
  - (i) conduct any business carried on in his, her or its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme.
  - (ii) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise.
  - (iii) keep the interior of the lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during trading hours;
  - (iv) not install any electrical equipment which will overload the cables, switchboards or other equipment that supplies electricity to the strata scheme; and
  - (v) not commence trade or open for business until they have received the approvals of all relevant authorities and of the strata company and any other party whose consent is legally required.
- (c) The proprietors or tenants of commercial/retail lots shall take all reasonable care to ensure that the conduct of their business does not

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unreasonably impact on the peaceful enjoyment of the other proprietors, occupiers or residents of their lots.

- (d) The proprietors or tenant's of commercial/retail lots must arrange and maintain insurance on usual terms with an insurer authorised under the Insurance Act 1973 against each of the following:
  - (i) Public liability in respect of the lot (with cover of at least \$10 million for each event, or such higher amount as the strata company may reasonably require);
  - (ii) Damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels, the strata company's fixtures and all other things that are on or in the lot;
  - (iii) Employer's liability in respect of all employees (including workers' compensation insurance).
- (e) The insurance under this clause must begin from the commencement of occupation of the lot and be maintained for the whole period that the lot is used or occupied. The strata company must be provided with a copy of any policy, certificate of currency or receipt they ask for in relation to this insurance.

### 41. Permitted trading hours

- (1) The permitted trading hours of the retail/commercial lots will be 6am Midnight (Monday to Saturday) and 6am – 10pm (Sunday). The proprietors of those lots may at anytime open for business throughout those times.
- (2) Any change to the permitted trading hours of the retail/commercial lots can only be made:
  - (a) if approved by a resolution without dissent; or

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



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(b) to avoid a breach of any law.

### 42. Displaying of goods

(1) A proprietor, occupier or tenant of lots that are used for commercial/retail use shall not display on the common property any goods, materials, equipment or items associated with the use of, or business carried out on, the lot without the prior written consent of the council of owners and subject always to the condition that the proprietor, occupier or tenant (as the case may be) shall first effect a policy or policies of public liability insurance in respect of the loss or damage of such goods, materials and equipment and the death or any injury to persons in connection with such goods, materials and equipment or use of the common property.

### 43. Ducting, grease traps for commercial/retail use

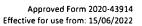
(1) Basic ducting for fume extraction and ventilation and a grease trap will be installed on the commercial/retail lots at the time of registration of the strata plan. A proprietor of a lot that is used for commercial/retail use must apply to the strata company for additional ducting and grease traps if these are required for the proposed use, and must install such equipment before commencing business.

### 44. Storage of gases and inflammable liquids

(1) A proprietor, occupier or tenant of a retail/commercial lot shall be permitted to use or store upon their lot any liquid or gas or other flammable material that is used for the conduct and operation of their businesses without the written consent of the strata company, provided the storage and use of the liquid or gas or other flammable material conforms to Australian Standards for the

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storage and use of such liquid, gas and other flammable materials and is not stored in quantities exceeding what is normally required for the particular use.

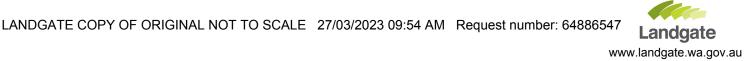
### 45. Liquor license

- (1) If any of the commercial/retail lots apply for, transfer or obtain a liquor licence then this must be limited to the serving of alcohol to patrons who are seated at tables and consuming meals.
- (2) No part of any commercial/retail lot (or the Alfresco Area) may be used for the purposes of a bar or for the serving of alcohol otherwise than as provided in the above paragraph.

### 46. Strata company management

(1) The strata company shall employ the services of a professional management agent for the purposes of administering the affairs of the strata company in respect to the responsibilities and obligations of the strata company as contained in sections 35 and 36 (1) of the Act and also to perform those duties of the strata company as contained in 36 (2) of the Act together with exercising the powers of the strata company in accordance with section 37 of the Act and Schedule 1 by-law 8 (2) (b), as may be required from time to time, and the strata company may enter into an agreement with a managing agent for these and other management purposes. The strata company will have authority to negotiate and enter into binding agreements with a professional management agent and to negotiate variations thereto and to enforce or terminate any such agreements.

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### 47. Termination of the strata company management agreement

(1) Except where compelling reasons dictate otherwise (for example, fraud, insolvency, material incompetence or the like by the managing agent), the strata company may only terminate an agreement with the managing agent by a special resolution passed at a duly convened general meeting of the strata company, and, prior to such a resolution, have resolved by a special resolution to enter into a further agreement with another managing agent containing similar terms, conditions, delegation of responsibilities, duties and powers of the strata company as were contained in the previous managing agent's agreement, unless varied in accordance with by-law 26.

### 48. Leasing of lots

- (1) Prior to the leasing of a lot, and before the commencement date of any such lease, the proprietor shall-
  - (a) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
  - (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with the by-laws; and
  - (c) provide the lessee with a copy of the strata company by-laws.

### 49. Tenants, occupiers and invitees to be bound by these by-laws

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

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(2) The proprietor of a lot must ensure that their tenants, occupiers, employees, agents, contractors, invitees and all other people on the proprietor's lot or the common property do not do, or fail to do anything, which, if the proprietor did it or failed to do it, would be a breach of the by-laws.

### 50. Dispute resolution procedure

- (1) Should a dispute arise in relation to the operation of the strata company or these by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law.
- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve the dispute within a reasonable time, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in by-law 36.
- (4) The Dispute Notice must state:
  - (a) what is in dispute;
  - (b) the arguments of the party giving the Dispute Notice, and
  - (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.

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- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, 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.

### 51. House rules

- (1) The strata company may from time to time make, withdraw or amend rules for the use and management of the common property, including (but not limited to) the management or control of:
  - (a) use of the Facilities
  - (b) the affixing of external aerials;
  - (c) control of the vehicle access ways;
  - (d) visitors' vehicle parking;
  - (e) security;

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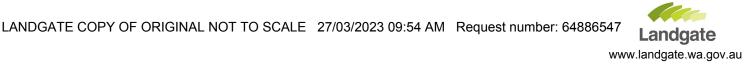


- (f) use of lifts, stairways and passageways;
- (g) rubbish collection;
- (h) charges relating to the security system and security keys
- (i) use of the common areas by commercial/retail lots; and
- (j) any other rule that the strata company reasonably considers necessary.

provided such house rules shall be intended to promote the peaceful and orderly enjoyment of building and common property for the mutual benefit of all proprietors, tenants and occupiers and must not conflict with the by-laws.

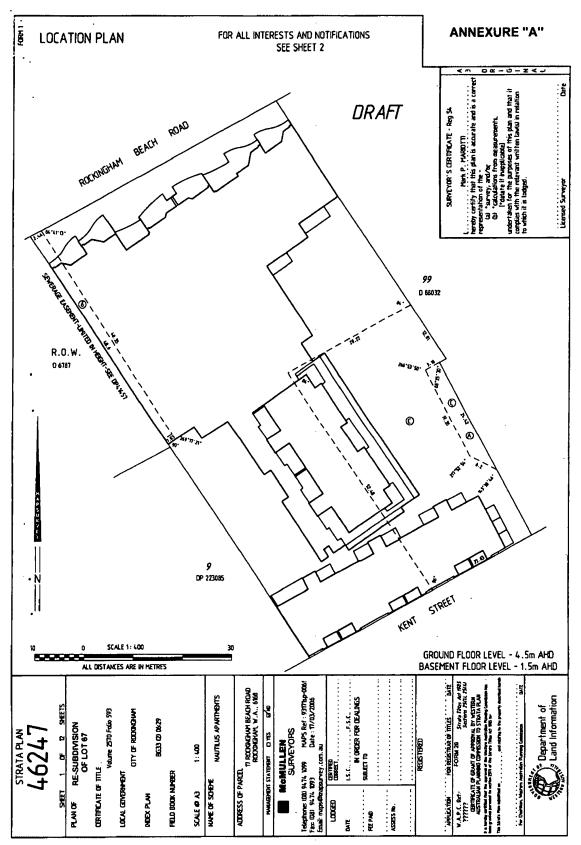
Version 2 Page 45 of 68

Please note: As stated in the Strata Titles Act 1985 (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are



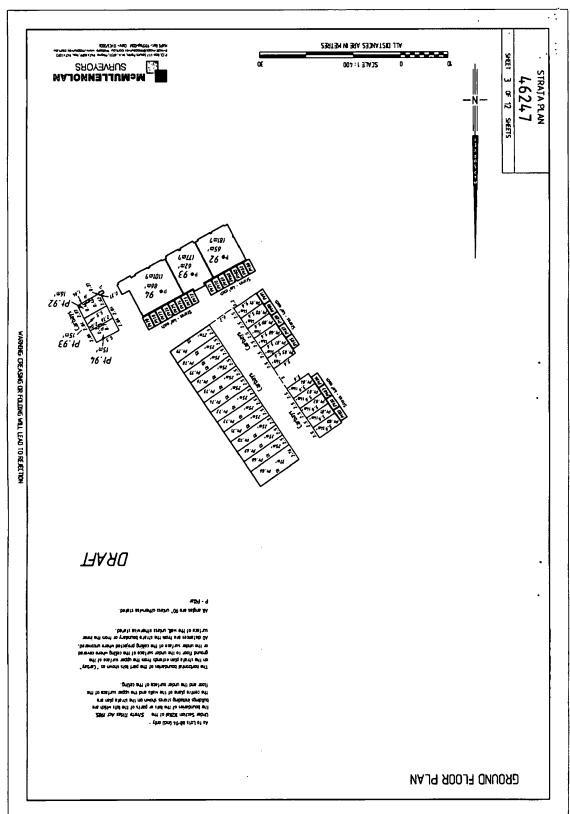








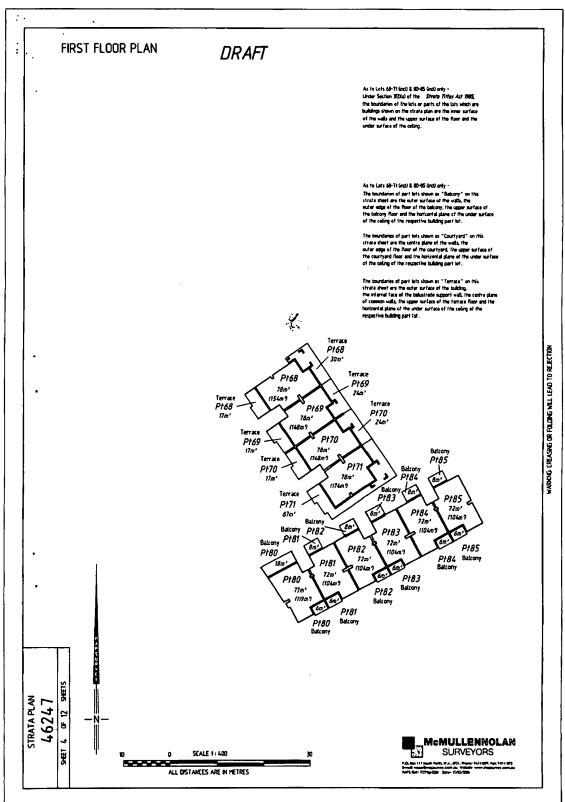






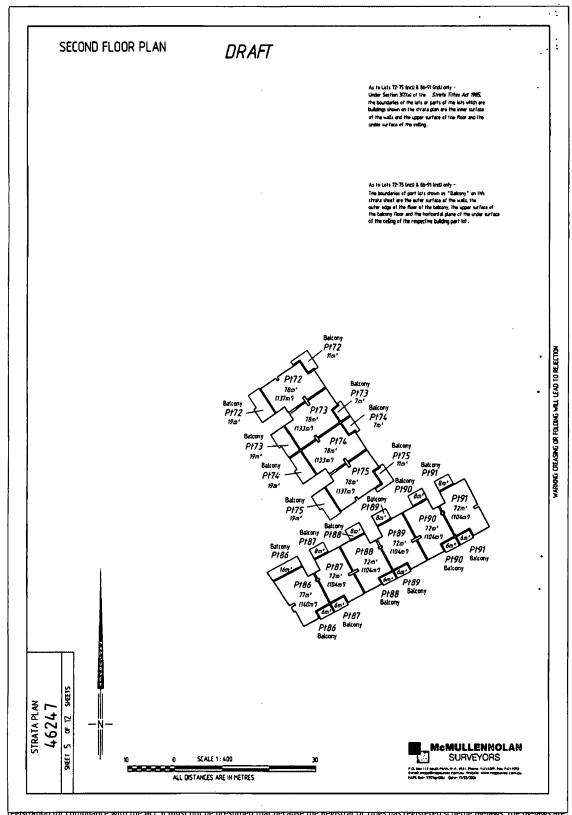






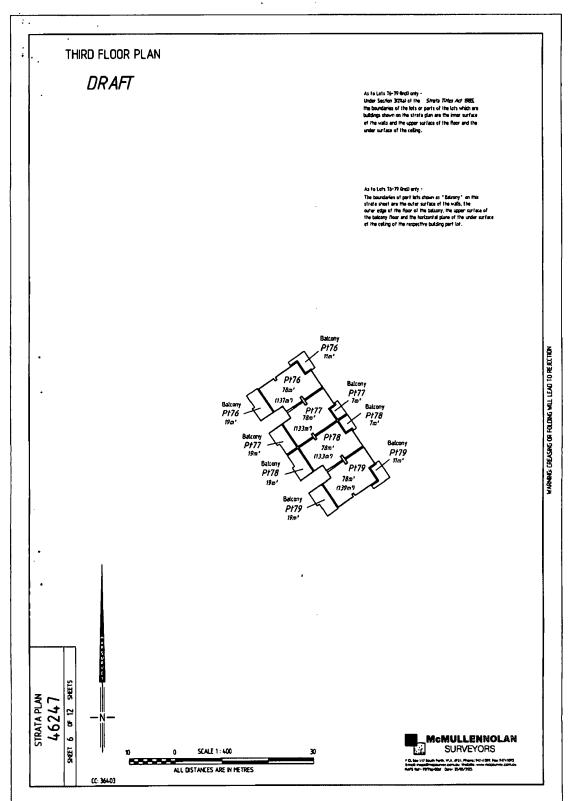
registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.











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**ANNEXURE 'B'** 

FORM 27

Strata Titles Act 1985

Regulation 37 (1) (a)

STRATA PLAN No. 46247

**CERTIFICATE OF LICENSED VALUER** 

24-11-06

Licensed Valuer

Version 2

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## PROPOSED SCHEDULE OF UNIT ENTITLEMENT FOR THE RE-SUBDIVISION OF LOT 67

1 at Na	Unit	I ca Ms	Unit	Latha	Unit
Lot No.	Entitlement	Lot No.	Entitlement	Lot No.	Entitlement
1	125	32	146	63	132
2	75	33	148	64	131
3	96	34	84	65	127
4	101	35	107	- 66	148
5	118	36	137	68	68
6	112	37	137	69	67
7	75	38	127	70	67
. 8	125	39	85	71	67
9	134	40	149	72	69
10	76	41	149	73	68
11	97	42	85	74	68
12	124	43	108	75	69
13	124	44	140	76	70
14	115	45	140	77	69
15	77	46	128	78	69
16	135	47	86	79	70
17	141	48	109	80	69
18	80	49	140	81	67
19	102	50	140	82	67
20	131	51	109	83	67
21	131	52	140	84	67
22	121	53	140	85	68
23	81	54	129	86	60
24	142	55	87	87	57
25	145	56	152	88	58
26	82	57	191	89	57
27	105	58	195	90	57
28	135	59	211	91	58
29	135	60	211	92	38
30	124	61	213	93	39
31	82	62	191	94	52
		1		Aggregate	100,00

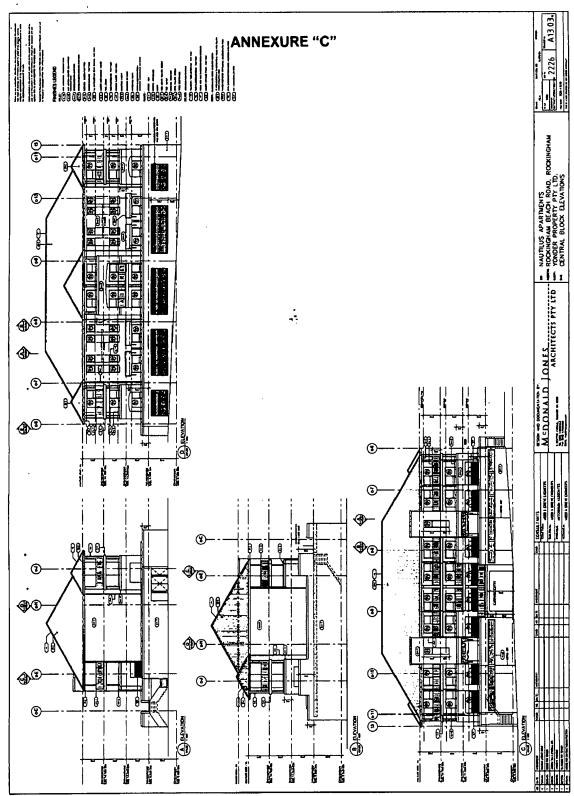
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s lodged for ws, the by-laws are





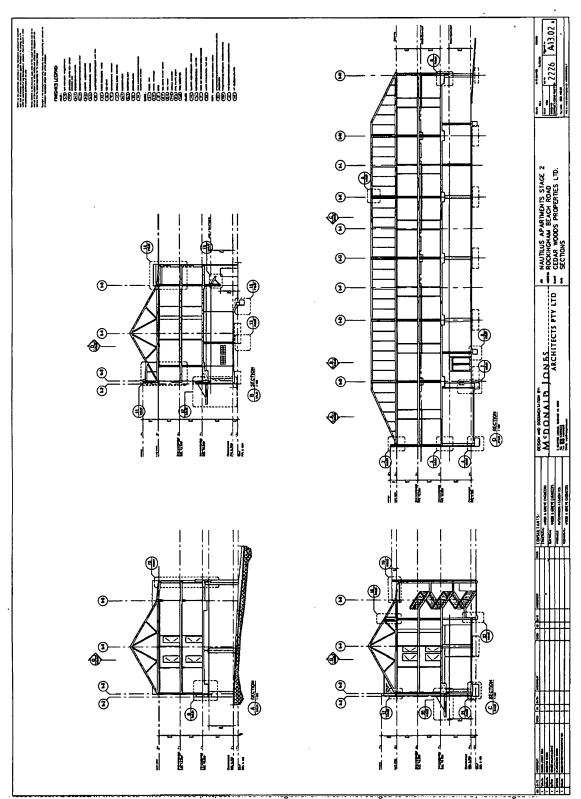




registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



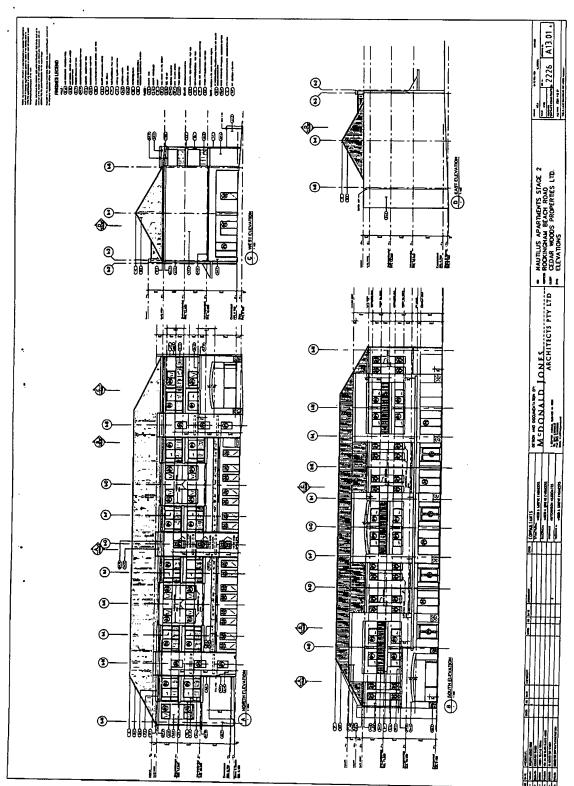




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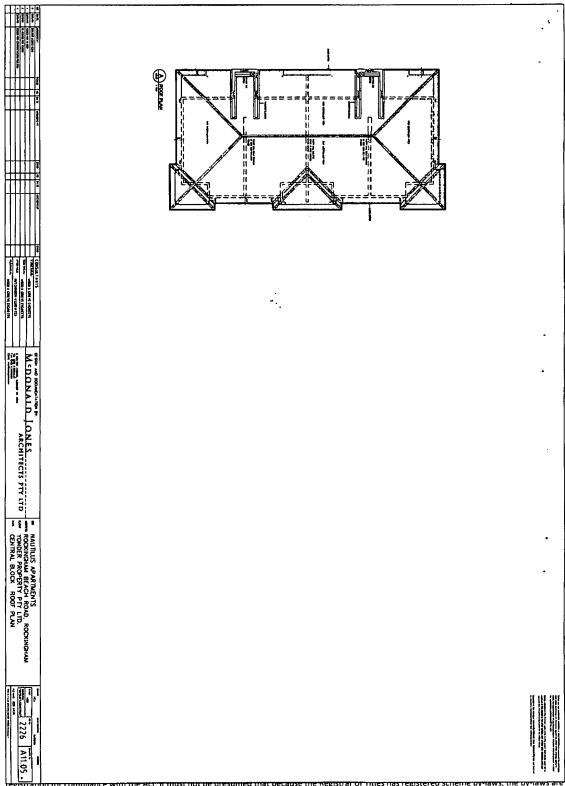




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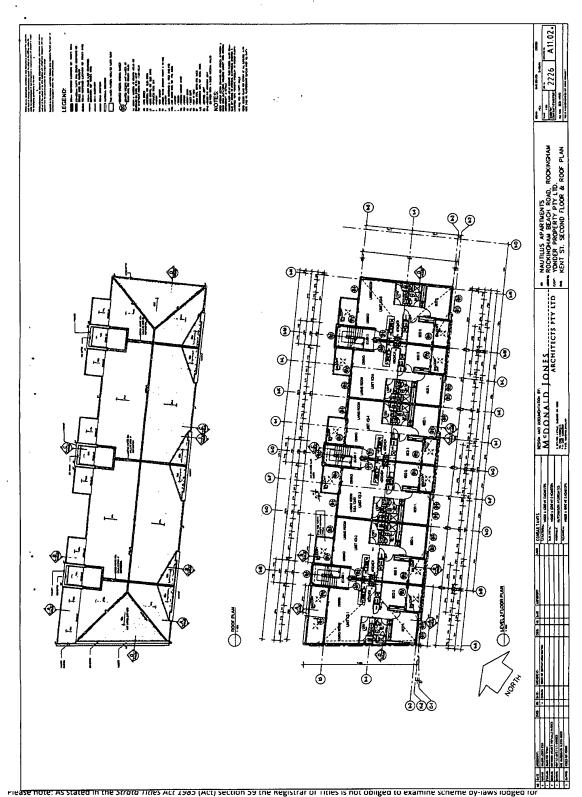










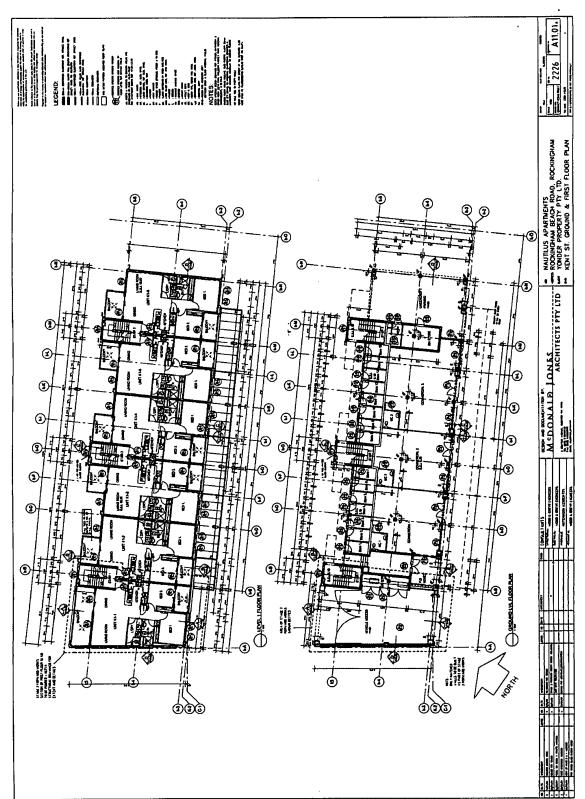


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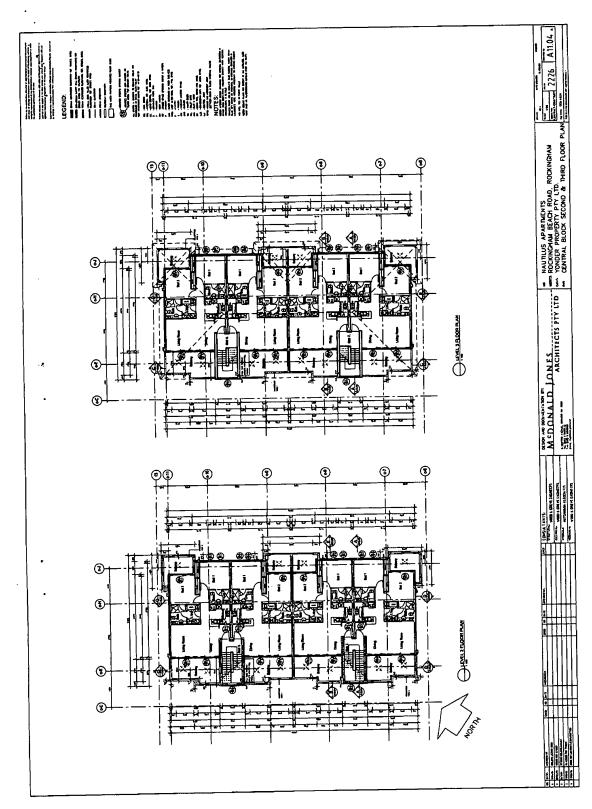




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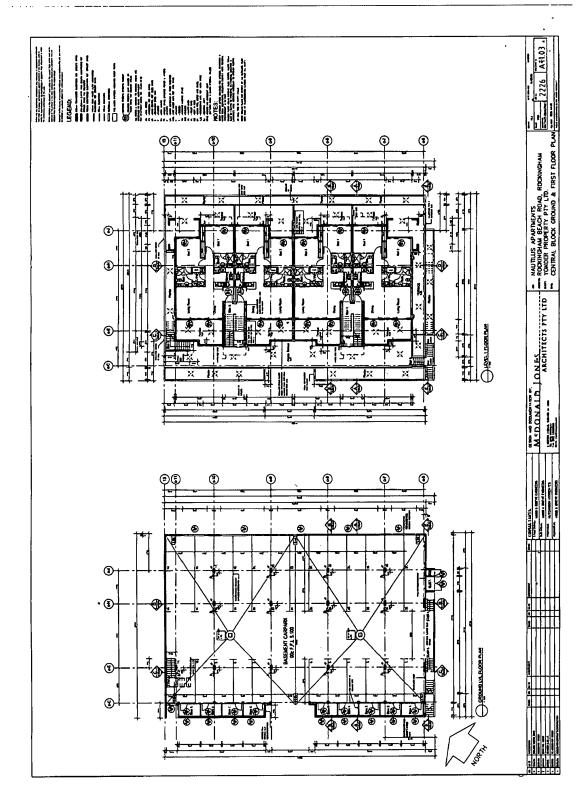




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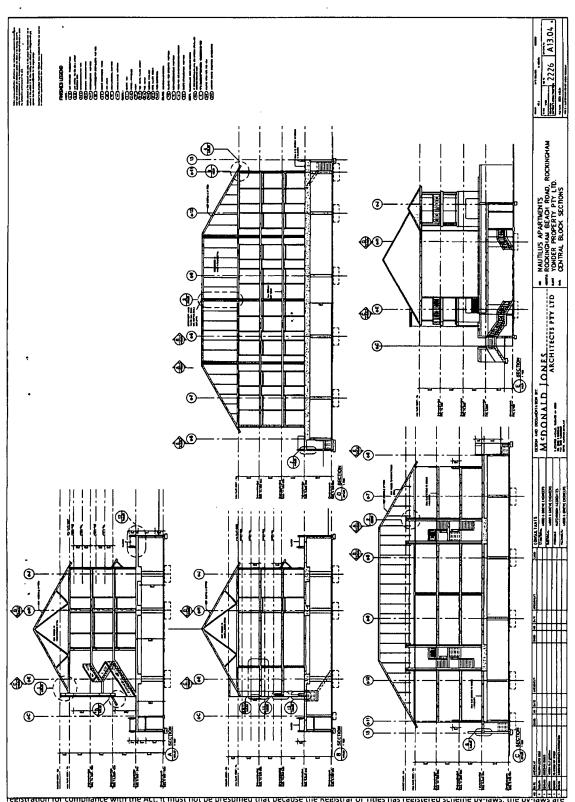




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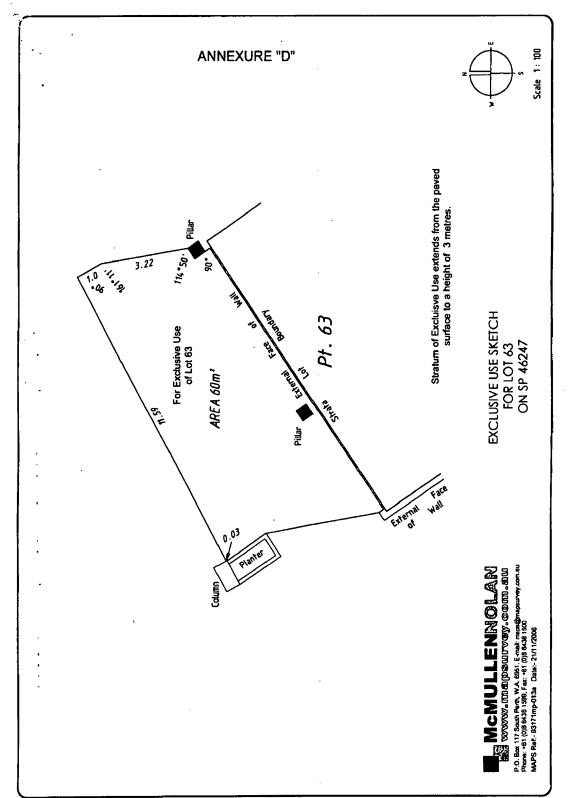






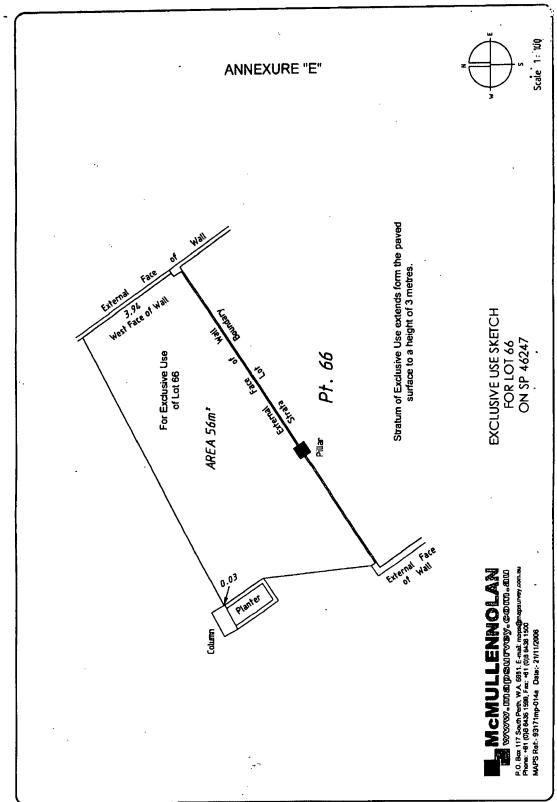












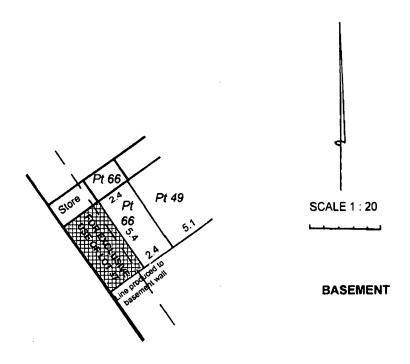






**ANNEXURE "F"** 

# EXCLUSIVE USE SKETCH OF PART OF THE COMMON PROPERTY ON STRATA PLAN 46247 GRANTED TO LOT 37



THE STRATUM OF THE EXCLUSIVE USE AREA EXTENDS FROM THE UPPER SURFACE OF THE FLOOR TO THE LOWER SURFACE OF THE CEILING AND INNER SURFACE OF THE WALLS, WHERE APPLICABLE.

SKETCH CORRECT

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SB

### Part 4 - 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>3</sup>: Governance by-law 20

By-law under planning (scheme by-laws) condition<sup>4</sup>:

N/A

Exclusive use by-laws<sup>5</sup>: (existing and new)

Governance by-laws 16 to 19

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<sup>&</sup>lt;sup>3</sup> Refer Strata Titles Act 1985 section 42.

<sup>&</sup>lt;sup>4</sup> Refer Strata Titles Act 1985 section 22.

<sup>&</sup>lt;sup>5</sup> Refer Strata Titles Act 1985 section 43.





SB

### Part 5 - Attachments

₽	Consent-Statement – Designated Interest <sup>6</sup> -Holders for making / amendment / repeal of staged subdivision by-laws
₽	Written consent of owner of each lot granted exclusive use (owners of special lots)
₽	Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by laws created in relation to a planning (scheme by laws) condition

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 $<sup>^{\</sup>rm 6}$  Refer to section 3(1) of the Act for the meaning of designated interest. Version 2



SB

### Part 6 - Execution

1. Common Seal <sup>7</sup>		
Date of Execution:		
The common seal of <sup>8</sup>		
The Owners of Nautilus Apartments (strata schei	me 46247)	
is fixed to this document in accordance with the 3 1985 section 118(1) in the presence of:		
	[AFFIX COMMON SEAL HERE]	
Member of Council <sup>9</sup> :	Member of Council <sup>9</sup> :	
Signature	Signature	
Full Name	Full Name	
OR		
2. No Common Seal <sup>7</sup>		
Date of Execution: 07/12/2022	•	
Signed for and on behalf of The Owners of Naut accordance with the Strata Titles Act 1985 section		
Member of Council / ☐ Strata Manager of strata company <sup>10</sup> :	Member of Council / ☐ Strata Manager of strata company <sup>10:</sup>	
	on the	
Signature	Signature	
S, MON LEE CURLEY.	WILLIAM NEIL THOMSON	
Full Name	Full Name	

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<sup>&</sup>lt;sup>7</sup> See SIG-14 for execution of documents by a strata company.

<sup>&</sup>lt;sup>8</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>&</sup>lt;sup>9</sup> The common seal must be witnessed by 2 members of council.

<sup>&</sup>lt;sup>10</sup> Select whichever is applicable.







Landgate Officer Initial:

### SB Scheme By-laws – First Consolidation

Lodged by: <sup>11</sup>		Instruct if any documents are to	
Address:	ATKINSON LEGAL	issue to other than Lodging Party	
Phone Number:	Strata and Commercial Lawyers  144 / 580 Hay Street  PERTH WA 6000		
Fax Number:	- PEIIII WW coos		
Reference Number:			
Issuing Box Number:	888V		
Prepared by:	Atkinson Legal		
Address:	144/580 Hay street		
Phone Number:	<u>08 9221 7033</u>		
Fax Number:	<u>08 92217055</u>		
Reference Number:	MA:10980		
Titles, Leases, Evider herewith	nce, Declarations etc. lodged	OFFICE USE ONLY  Landgate Officer	
1			
		Number of Items Received:	
3	•		

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 $<sup>^{\</sup>rm 11}$  Lodging Party Name may differ from Applicant Name. Version 2



# Strata Plan 46247 Reserve Fund Forecast and Maintenance Schedule

BCI WA Report: 32038

"Nautilus Apartments"

17-21 Rockingham Beach Road

Rockingham WA 6168





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1.0	Summary of Report	2 - 3
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The Owners of SP 46247 c/- Chambers Franklyn PO Box 210 Karrinyup WA 6921

Dear Sir / Madam,

RE: SP46247 17-21 Rockingham Beach Road, Rockingham

### 1.0 Summary of Report

The following Reserve Fund Forecast report has been prepared by BCI WA Pty. Ltd. for the Owners' Corporation of Strata Plan 46247 located at 17-21 Rockingham Road, Rockingham, and not in any other capacity.

This report is based on information provided by Chambers Franklyn and a visual inspection conducted by BCI WA on the 10th and 11th May, 2021. The purpose of the inspection was to identify maintenance and repair items with a priority and costing against each item. A photographic record reflects areas accessed and inspected.

**Property Description:** "Nautilus Apartments" is a multi-level residential and commercial

complex constructed of brick and steel and comprising 86 units and 7

commercial properties.

**Year of Build:** Constructed 2006. Building received a full repaint and pool

refurbishment in 2015.

**Overall Condition:** The building has been well maintained and well managed. For a building

of this size, age and location, it needs very little repair work and the

costs allocated are primarily for replacement, repainting and

maintenance. The costings supplied by the COO have been included in the report and any additional items noted in the photographic schedule. The building elements are serviceable, performing as intended and will continue to do so with the ongoing care and management currently available. The aesthetics are of a high standard and this should ensure

the properties retain their market value.





Access:

Access throughout the dwelling was good with exemption to the locked electrical boxes.

**Observations:** 

No structural defects were noted at the time of inspection. A visual inspection was carried out and a photographic record taken.

- 1. The front elevation stairs and ramp require waterproofing, screeding and retiling in the short term.
- 2. Concrete in the undercroft driveways has extensive cracking, along with the concrete surface towards the high rise in the rear elevation carpark, and it is recommended that they be resurfaced with bitumen.
- 3. The external paintwork is weathered and it is recommended that it be repainted in the medium term.

**Reserve Fund Observations:** The present reserve fund balance is \$299,115.00 current as at May 2021. An estimated Reserve Fund of \$352,793.00 exc. GST. is recommended for the Capital Expenditure annually.

The budget is estimated to be in surplus of \$1,750,167.00 by 2030. This will allow sufficient funds for a scheme of this size to remain functional and aesthetically appealing and contribute towards the roof and gutter replacements in 2046. The budget does go into deficit in 2025 and the Council of Owners may wish to move the timing of some expenses to alleviate a deficit. Other major expenses are for the lift replacement, painting of external walls, waterproofing screed and retiling.

The Reserve Fund is primarily for the repair and maintenance of the complex as noted in the budget. Replacement of most items was not recommended due to the current condition. Another inspection in 2-5 years would ensure that any items that have deteriorated in the meantime can be budgeted for within the Reserve Fund.

A contingency of 10% has been included in this amount to allow for unforeseen expenses.

### **Per Lot Contribution**

Lot	Monthly	Quarterly	Annually
All lots if equal shares	309	928	3714





**Admin budget** refers to the annual levies for servicing, maintenance and one-off or unexpected damages. Not considered part of the Reserve Fund. If any items have been allocated to the Admin Budget that should be in the Reserve Fund, please advise BCI WA Strata Team.

**1.1 Specialist Inspection Recommendations:** As per the Strata Titles Act amendment, ALL building elements require inspection including items requiring a specialist inspection. As per BCI WA brief, quote and terms and conditions, we attempt to provide information on the following as to the make, model and installation date however are not equipped or qualified to inspect for compliance or working order. The following items were not inspected and require a specialist trade to report and predict future expenses. If you require these figures to be included in this budget, please contact us.

### Specialist inspection items include:

- 1. Lifts
- 2. Ventilation
- 3. Fire services, fire alarms
- 4. Air conditioning
- 5. Utility conduits and services
- 6. Hot water systems
- 7. Electrical systems
- 8. Security components
- 9. Swimming pools, spas, pumps or filters
- 10. Water bores and water tanks
- 11. Backflow devices and pumping devices
- 12. Car stackers, motorised gates and roller doors
- 13. Roof access safety equipment
- 14. Solar and other sustainability infrastructure
- 15. Disability access facilities.

### 1.2 Reserve Fund Report Purpose

BCI WA were instructed by the Strata Manager, Pat McMahon of Chambers Franklyn on behalf of the Owners Corporation, to provide a Reserve Fund Forecast of all common areas within the property.

The purpose of this report is to provide an independent estimate of the contributions required to meet expenses for the repair or replacement of common property items. The Reserve Fund attempts to identify the remaining usable service life of various building elements, eg. painting, roofing, guttering, etc. and attempts to place a projected budget against each item so that the Owners that currently have





the use and enjoyment of the property contribute equally and fairly to the continuing short and long term maintenance and upkeep of the Strata Scheme. In other words, costs associated with the maintenance and replacement of building elements are programmed and funds set aside proportionally each year to ensure that when the item is required to be maintained or replaced, that funds are available without the necessity of raising special levies.

Planning ahead for regular maintenance allows time and finances to be effectively managed. It is left to the discretion of the Owners Corporation how much maintenance they wish to carry out on a building but when maintenance is carried out on a regular and orderly basis, the tasks become less onerous and the costs can be spread over time. The aesthetics of the building is maintained, often improved and can increase the value and saleability.

### 1.3 Forecasting

Forecasting of costs is not an exact science and it relies on the experience of the inspector on the day of the inspection. Estimated costs are exclusive of GST and do not take into account price increases. A CPI of 2% has been added to the annual figures. BCI WA have established a trusted team of service and industry providers to give current cost estimates.

Costings have been obtained from current industry service providers. A list of these providers will be provided separately so accurate quotes can be obtained when items are due for repair or replacement.

It is the responsibility of the Owners to use the contributions provided within the Sinking Fund Forecast, apply the existing balance and individual number of unit entitlements for each lot to calculate the annual strata levies required per lot.

BCI WA inspect properties to inform Owners of significant costs associated with the maintenance and upkeep of properties. Every inspector is a registered builder or engineer and their experience is maximised when identifying building defects and general maintenance specifically related to the building being inspected.

### 1.4 Exclusions

Miscellaneous items such as light replacements and other minor maintenance items have been excluded in order to make the report content more relevant and of applicability when budgeting. It is assumed that funds for minor items can be allocated from current budgets and as such do not make up a component of this report.

The following items have been excluded as they are considered either not likely to require replacement over a 30 year period, not common property items or assumed to be covered within the Strata Plan's building insurance

The structural integrity of the building or buildings;
Window flyscreens:





Underground stormwater detention / retention;
Specialist reports such as timber and pest inspections, plumbing and electrical, pool
maintenance, fire and safety compliance;
Soft landscaping; and
Services to and from the property.

### 1.5 Disclaimer

This report is an estimated forecast only. The estimated costs in this report are based on the inspectors professional experience in estimating building costs.

BCI WA report on standard replacement periods and note that the report is only an indication of life cycle costs. Life cycles may vary depending upon maintenance, quality of materials used, trades engaged and weather conditions etc.

The contingency amount comprises two components; 1. Minor and small items that would not warrant a separate inclusion on the plan i.e. glass window or door rollers, seals, locks, hinges and similar fittings; and 2. Larger long term items such as an allowance for improved fire rating between Sole Occupancy Units (BCA or National Construction Code Terms) if they may require future structural improvements or upgrading, i.e. sagging roof timbers or slab deterioration.

The report and recommendations are based on a visual inspection only.

Every report is prepared by experienced registered builders and reviewed by an independent quantity surveyor. The inspection and report has been conducted as per BCI WA Pty. Ltd. Terms and Conditions supplied with the quote prior to engagement.





### 1.6 Reserve Fund Summary of Capital Expenditure Estimate

### CAPITAL EXPENDITURE SUMMARY SP 46247 Recommended **Reserve Fund** Element **Total Estimated Reserve Fund** Year Contributions towards; Levies Expenditure Balance 299195 Lobbies, Lighting 352793 640888 11100 2021 Sewer, grease trap, stormwater pumps Stairs and stair railings, Fencing and gates Ramp, Walls, Paving, Awnings, Lobbies, Lighting 352793 335452 658229 2022 Sewer, grease trap, stormwater pumps Driveways, Downpipes, Lighting 352793 16486 994535 2023 Sewer, grease trap, stormwater pumps Lighting 352793 3290 1344038 2024 Sewer, grease trap, stormwater pumps Carpark, Visitors car parking Storeroom doors, Fencing and gates External walls: Paint Eaves, Paving, Gym, Lifts Windows and Doors: Commercial Doors and doorways, Awnings Pool shade areas, Shade area decks Pool pump room, Pool heater Building Manager's office Fire stairs and railings, Handrails and balustrades Stairs and stair railings, Windows, Lintels, Lighting Reinspection 2025 352793 1628578 68254 Sewer, grease trap, stormwater pumps Lighting 2026 Sewer, grease trap, stormwater pumps 352793 3423 417624 Entrance Lobbies 1 - 3, Lighting 735066 2027 352793 35351 Sewer, grease trap, stormwater pumps Lighting 352793 3561 1084298 2028 Sewer, grease trap, stormwater pumps Pools, spas and pumps, filters and pool surround Lighting 352793 19890 2029 1417200 Sewer, grease trap, stormwater pumps

Roofs and gutters, Lighting Sewer, grease trap, stormwater pumps

Reinspection

2030

1750167

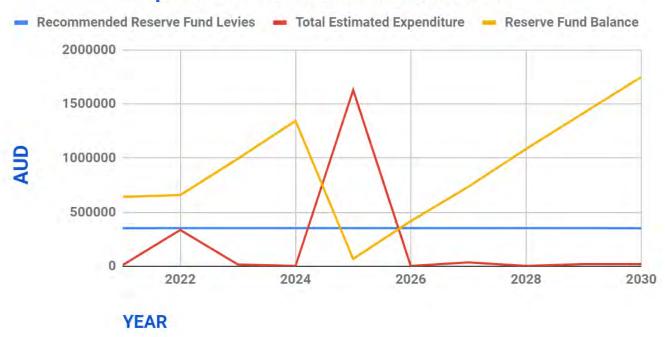
352793

19826





## Recommended Reserve Fund Levies, Total Estimated Expenditure and Reserve Fund Balance



Refer to Appendix A, B, C and D for body of report / reserve fund and on onsite inspection.

### **Appendix A: Reserve Fund Year of Expenditure**

(Total due per year)

Appendix B: On site Photographic Schedule

(Gold Package)

**Appendix C: Table of Recommended Repairs** 

(without photos or year of exp.)

**Appendix D: Reserve Fund** 

(workings of reserve fund totals)





### 1.7 Limitations and Conditions of the Report

- 1. The Report has been carried out in accordance with the requirements of the Australian Standard 4349.1 and is a special purpose report. The inclusions and exclusions have been designed based on extensive consultation with Strata Managers in Perth and the experience of the BCI WA executive team.
- 2. This report and all its content is prepared for the exclusive use of the Addressee and may not be used for any other purpose than its stated intention with the exception of its distribution to any party in litigation to which this Report may have reference. No responsibility will be accepted for its content in respect of Third Parties.
- **3.** This report may not be suitable for use in litigation and other Tribunal proceedings as a report brief will be supplied by the adjudicative body.

### 4. The following items have not been inspected;

- a. Defects in inaccessible parts of the Building (as per AS 4349.1)
- b. Defects present only in different or weather conditions
- c. Defects not apparent in a visual inspection
- d. Minor defects i.e. hairline cracks, window and catches, jamming doors etc.
- e. Building elements concealed by other building structures, coverings, plants or furniture i.e. slab thickness and moisture barriers.
- f. Internal roof, balconies, electrical boxes, foundations
- 5. Asbestos Disclaimer: "This report is not intended to comprehensively address the requirements in relation to the handling of any types of asbestos or asbestos-based products and related issues, pursuant to any State legislation or relevant government Authority," and is subject of a Special Purpose Report.
- **6. Cost Estimating Disclaimer:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the consultant. Quotes for works can vary from a few dollars to tens of thousands. It is recommended that a minimum of three separate quotes be obtained for the works identified in the body of the report.
- 7. Unforeseen Expenditure: The costs included in this report are estimates and based on the inspector's opinion on the day of inspection. Any one-off expenses or breakages cannot be budgeted for. Nor can we foresee COO preferences for building improvements. The budgets included in this report are for discussion and implementation as the COO prioritises them.





### 1.8 Trades List

### **Recommended Strata Suppliers**

The professionals below have been selected because of their trusted work ethics and expertise in their field. They have committed to a high level of customer service and have the capacity to service residential and commercial strata properties of varying sizes and styles.

All trades recommended are qualified, experienced and fully insured. BCI WA do not indemnify any of the trades below and recommend obtaining three quotes. Please provide feedback regarding your experiences so we can ensure we are providing a trusted list of strata service providers.

### **External Works and Landscaping**

Buss Roof Plumbing	Dylan Kavanagh	admin@bussroofplumbing.com.au bussroofplumbing.com.au 08 9444 1732	Roof access safety equipment Windows, Eaves Flashings Plumbing stacks, Gutters and downpipes, Roof cover
Contrast Painting Perth	Alain Johais	info@contrastpainting.com.au www.contrastpainting.com.au 0406 945 613	Professional painting contractor Internals / Externals Residential / Commercial Sanding / sealing / spraying
Project Artichoke	Kerry Fennell	kerry@projectartichoke.com.au www.projectartichoke.com.au 0417 951 710	Perimeter fences and walls, Entrance features, Gates, Letter boxes Watering / Retic Systems External Floors - paving / concrete / bitumen / other
Kiss Glass	Ryan O'Connor	sales@kissglass.com.au https://www.kissglass.com.au 0414 490 644	Pool fences / gates, Balconies Railings, Balustrades
Poolwerx	Chris Williams	beechboro@poolwerx.com.au https://www.poolwerx.com.au 0439 612 680	Swimming Pools, Spas Pumps and Filters, Water testing Backflow devices and pumping devices





### Services

Litas Mainstone Plumbing	Chris Litas	chris@litasmainstone.com.au www.litasmainstone.com.au 0409 881 243	All plumbing services Leak detection, Moisture ingress Hot Water Systems, Blocked pipes Gas services
Slater Air	Darrell Slater	info@slaterair.com.au www.slaterair.com.au 1300 735 838	A/C Units, Ventilation, Servicing Repairs / Replacement
Pestpro	Julien Roger	julien@swsgroup.com.au www.swsgroup.com.au 08 7079 4213	Timber and Pest Sprays Cleaning

If the trade that you require is not on here, please contact our office on 08 9474 5720 for assistance.





## Appendix A - Reserve Fund Year of Expenditure

DOCUMENT DESCRIPTION This spreadsheet is to show the total cost of the expense on the year that it is recommended to be carried out. The total cost is based on the rate of labour and materials at current market value with an additional 2% allowed for CPI.

10th and 11th May, 2021 
 DATE
 10th a

 NUMBER OF
 95

 LOTS
 17-21 Rockingham Road, Rockingham

Stuart Blackie - BRB 9860 INSPECTOR NAME

The Owners of SP46247 COMPANY NAME

		299,195	
RESERVE FUND	OPENING BALANCE	(AUD)	

SERVE FUND ENING BALA JD)	SERVE FUND ENING BALANCE JD)	299,195	2							Year 2	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
										Total Expenditure Per Year	11100	335452 16486		3290	1628578 3423	3423	35351	3561	19890	19826	2076956
										Recommended Contributions 3 (App D)	352,793 352,793 352,793	352,793	352,793	352,793	352,793		352,793	352,793 352,793 352,793	352,793	352,793	
	BUILDING	LOCATION	DESCRIPTION	INSTALL DATE	CONDITION	REPAIR & MAINTAIN / REPLACE	YEARS UNTIL R/R	REMAINING LIFE AFTER R/R	ESTIMATED COST (CURRENT)	Reserve Fund Balance (Opening balance + contributions - expenditure)	540,888	558,229	994,535	640,888 658,229 994,535 1,344,038 68,254	68,254	417,624	735,066	1,084,298	417,624 735,066 1,084,298 1,417,200 1,750,167	1,750,167	
										7	2021	2022	2023	2024	2025	2026	2027	2028	5029	2030	
	Roof access			!	111111111111111111111111111111111111111		ŧ														
	equipment	Allullics	Metal	Olikilowil	Serviceable	Mallitalli	-1	4	Admin Dudget												
	Lobbies - All levels	Allunits	Various	2007	Serviceable	Maintain	1	10	8000		8000										
	Lighting	Various	Metal and glass	2007	Serviceable	Maintain	1	1	2000		2000	2040	2081	2122	2165	2208	2222	2297	2343	2390	
	Sewer, grease trap, stormwater pumps	e Various	Various	2007	Unknown	Maintain	П	н	1100		1100	1122	1144	1167	1191	1214	1239	1264	1289	1315	
	Stairs and stair railings	air Front elevation	Concrete, tiling and metal	2007	Serviceable	Maintain	2	15	280000			282800									1
	Ramp	Front elevation	Concrete , tiling and metal	2007	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)												
	Walls (including retaining walls)	Front elevation	Rendered brick	2007	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)												
	Paving	Front elevation	Brick	2007	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)												
	Awnings	Front elevation	Metal	2007	Serviceable	Repaint and Replace	2	15	12000			12120									
	Lobbies - All levels	Allunits	Various	2007	Serviceable	Maintain	2	10	22000			22220									
	Fencing and gates	Rear entry	Metal	Unknown	Serviceable	Upgrade	2	10	10000			10100									
	Awnings	Kent St	Metal	2007	Serviceable	Maintain	2	15	2000			5050									
	Driveways	Undercroft	Concrete and brick paving	2007	Serviceable	Repair and maintain	3	20	10000				10201								
	Downpipes	Various	Metal	2007	Serviceable	Maintain	3	10	3000				3060								
	Bin area	Undercroft	Concrete	2007	Serviceable	Maintain	5	15	Admin budget												
	Carpark	Undercroft	Concrete	2007	Serviceable	Maintain	5	15	2000			-			5204						

	Visitore car										
2	parking	Various	Brick paving and concrete	2007	Serviceable	Maintain	5	15	1000	1041	
7	Storeroom doors	Undercroft	Metal and timber	2007	Serviceable	Maintain	2	15	0006	9367	
00	Carpark	Rear elevation	Brick	2007	Serviceable	Maintain	5	15	10000	10408	
6	Post boxes	Front elevation	Metal	2007	Serviceable	Maintain	5	15	Admin budget		
16	External walls: Paint	: Front elevation	Concrete	2007	Serviceable	Repaint	2	15	700000	728566	
16	External walls: Paint	: Front elevation	Concrete	2007	Serviceable	Repair and maintain	2	15	25000	26020	
17	External walls: Paint	: North elevation	Concrete	2007	Serviceable		2	15	Referitem 16 (External walls:		
18	Fencing and gates	North elevation	Brick and metal	2007	Serviceable	Maintain	2	15	Refer item 16 (External walls: Paint)		
19	External walls: Paint	. South elevation	Concrete	2007	Serviceable	Repair and maintain	5	15	Refer item 16 (External walls: Paint)		
20	External walls: Paint	East elevation	Concrete	2007	Serviceable	Repair and maintain	5	15	Referitem 16 (External walls:		
21	Eaves	Rear units	Cement fibre	2007	Serviceable	Maintain	5	15	Refer item 16 (External walls:		
22	Windows and Doors: Commercial	Front elevation	Metal and glass	2007	Serviceable	Maintain	5	15	2000	5204	
23	Doors and doorways	Front elevation	Metal and glass	2007	Serviceable	Maintain	5	15	1000	1041	
24	Fencing and gates	South elevation	Brick and metal	2007	Serviceable	Maintain	2	15	2000	5204	
25	Fencing and gates	Entry	Metal	2007	Serviceable	Maintain	5	15	2000	2082	
27	Paving	East elevation	Ceramic	2007	Serviceable	Maintain	5	15	1000	1041	
27	Paving	East elevation	Ceramic	2007	Serviceable	Repairs	5	15	20000	52040	
29	Pool shade areas	Central to scheme	Metal	2007	Serviceable	Maintain	2	15	4500	4684	
30	Shade area decks	Central to scheme	Timber	2007	Serviceable	Maintain	ī0	15	As per swimming pool, spa, pool, spa, pool, spa, pumps, fiters		
31	Gym	Central to scheme	Various	2007	Serviceable	Maintain	5	15	10000	10408	
32	Pool toilets	Central to scheme	Various	2007	Serviceable		5	15	Admin budget		
33	Pool first aid	Central to scheme	Various	2007	Serviceable	Maintain	2	15	Admin budget		
34	Pool pump room	Central to scheme	Various	2007	Serviceable	Maintain	5	10	0006	9367	
35	Pool heater	Central to scheme	Metal	2007	Serviceable	Replace	5	10	1500	1561	
36	Building Manager's office	Central to scheme	Various	2007	Serviceable	Refurbishment	5	15	2000	5204	
40	Lifts	Central to scheme	Metal	Unknown	Serviceable	Replace	5	15	645000	671321	
45	Fire stairs and railings	All units	Concrete and metal	2007	Serviceable		5	15	30000	31224	
50	Awnings	Rear units	Metal	2007	Serviceable	Maintain	5	15	1000	1041	
51	Handrails and balustrades	Rear units	Metal and rendered brick	2007	Serviceable	Maintain	2	15	1000	1041	
52	Stairs and stair railings	ir Rear units	Concrete and metal	2007	Serviceable	Maintain	5	15	3000	3122	
53	Fencing and gates	Rear entry	Metal	Unknown	Serviceable	Maintain	5	15	2000	2082	
									-		

55	Paving	Rear units	Brick	2007	Serviceable	Maintain	2	15	1000		1041	L	
56	Fencing and gates	Kent St	Metal	Unknown	Serviceable	Maintain	5	15	Admin budget				
59	External walls	s Lower level units	Concrete	2007	Serviceable	Repair and maintain	2	15	Refer item 16 (External walls: Paint)				
09	Fencing and gates	Rear car park	Metal	Unknown	Serviceable	Maintain	2	15	Admin budget				
61	Commercial windows	Kent St	Metal and glass	2007	Serviceable	Maintain	2	15	2000		5204		
62	Doors and doorways	Various	Metal and glass	2007	Serviceable	Maintain	5	15	2000		5204		
64	Windows	Allunits	Metal and glass	2007	Serviceable	Maintain	5	15	20000		20816		
92	Lintels	Allunits	Metal	2007		Maintain	2	15	Refer item 16 (External walls: Paint)				
99	Reinspection	Allunits	Various		N/A	Reinspection	5	5	4500		4684		5171
37	Entrance Lobby 1	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000			10620	
38	Entrance Lobby 2	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000			10620	
39	Entrance Lobby 3	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000			10620	
28	Swimming pools, spas and pumps or filters and pool surround	Swimming pools, spas and pumps or Central to scheme filters and pool surround	Concrete	2007	Serviceable	Maintain	6	10	15000				16258
43	Roofs and gutters	Allunits	Metal	2007	Serviceable	Maintain	10	25	10000				10950
26	Fencing and gates	Entry	Metal	2007	Serviceable	Replace	15	15	20000				
44	Roofs and gutters	Allunits	Metal	2007	Serviceable	Replace	25	25	800000				
1	Electrical box	Carpark	Metal and timber	2007	Serviceable	Maintain	N/A	N/A	Admin budget				
2	Fire services, fire alarms and Various fire hoses	d Various	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget				
14	Fire services, fire alarms and fire hoses	Fire services, fire alarms and Front elevation fire hoses	Metal	2007	Serviceable	Maintain	N/A	N/A	Admin budget				
41	Utility conduits and services	Roof	Metal	Unknown	Serviceable	Maintain	N/A	NA	Admin budget				
42	Air conditioning systems	All units	Metal	Unknown	Serviceable	Maintain	N/A	N/A	N/A				
47	Utility conduits and services	Roof	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget				
54	Electrical box Rear units	Rear units	Metal	2007	Serviceable	Maintain	N/A	N/A	Admin budget				





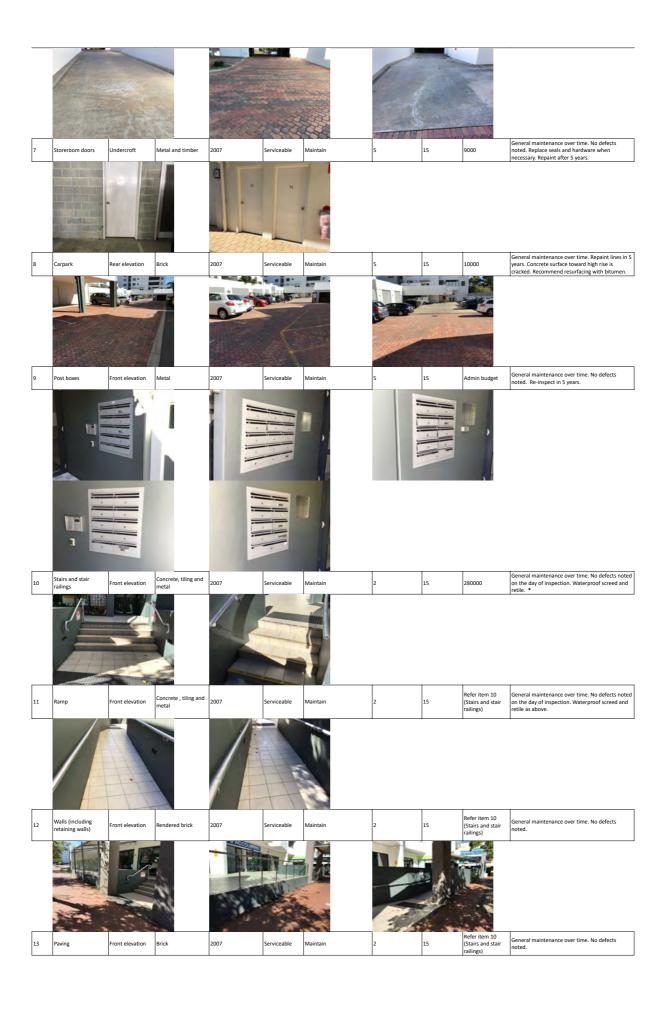
### **Appendix B - Photographic Schedule**

DOCUMENT DESCRIPTION: This is a photographic reference from the onsite inspection. This document is the first to be created at the time of inspection and so all other referencing stems from this.

Admin budget refers to the annual levies for servicing, maintenance and one-off or unexpected damages. Not considered part of the Reserve Fund. If any items have been allocated to the Admin Budget that should be in the Reserve Fund, please advise BCI WA Strata Team.

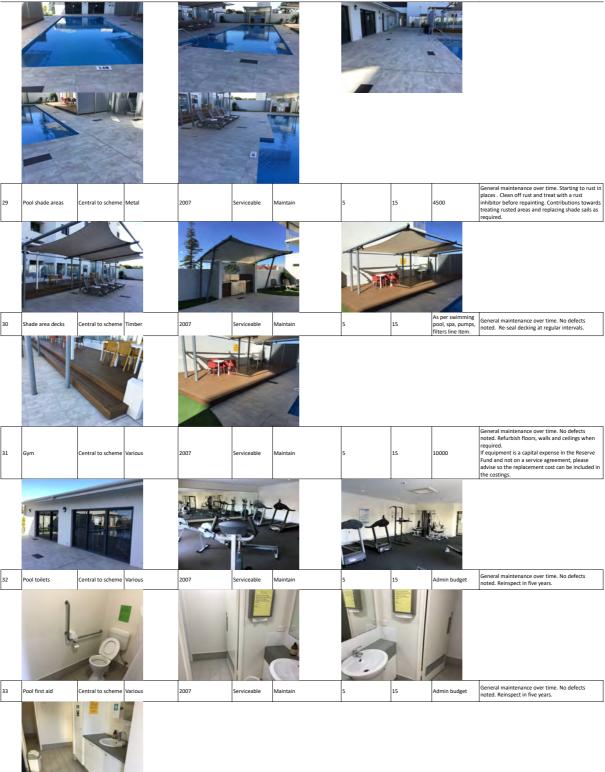
JOB TITLE INSPECTOR NAME 17-21 Rockingham Road, Rockingham Stuart Blackie - BRB 9860 DATE NUMBER OF LOTS

	TOR NAME NY NAME	Stuart Blackie - BF The Owners of SP				NUMBER OF LOTS	Costings provide	d by Council of O	wners	
#	BUILDING ELEMENT	LOCATION	DESCRIPTION	INSTALLATION DATE	CONDITION	REPAIR / MAINTAIN / REPLACE	YEARS UNTIL REPAIR / MAINTAIN / REPLACE	EST. LIFE UNTIL R / R	ESTIMATED COST (CURRENT)	OBSERVATIONS / RECOMMENDATIONS
1	Electrical box	Carpark	Metal and timber	2007	Serviceable	Maintain	N/A	N/A	Admin budget	No electrical inspection conducted. Only the metal casing was inspected. Advisable to engage a licensed electrician to inspect the RCD's and electrical components of the property.
					DANCES  DANCES  DESCRIPTION  DE					
2	Fire services, fire alarms and fire hoses	Various	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget	Fire services were inspected visually. No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance annually.
	4	Notice Annual	6					HOSE P		See
3	Bin area	Undercroft	Concrete	2007	Serviceable	Maintain	5	15	Admin budget	General maintenance over time. No defects noted.
4	Carpark	Undercroft	Concrete	2007	Serviceable	Maintain	5	15	5000	General maintenance over time. No defects noted. Repaint lines in 5 years.
5	Visitors car parking	Various	Brick paving and concrete	2007	Serviceable	Maintain	5	15	1000	General maintenance over time. No defects noted. Repaint lines when necessary. Re-lay any loose paving.
6	Driveways	Undercroft	Concrete and brick	2007	Serviceable	Repair and maintain	3	20	10000	Concrete has extensive surface cracking.
ľ	Dirveways	onuercroft	paving	2007	Serviceable	mepair and maintain		20	10000	Recommend resurfacing with bitumen.



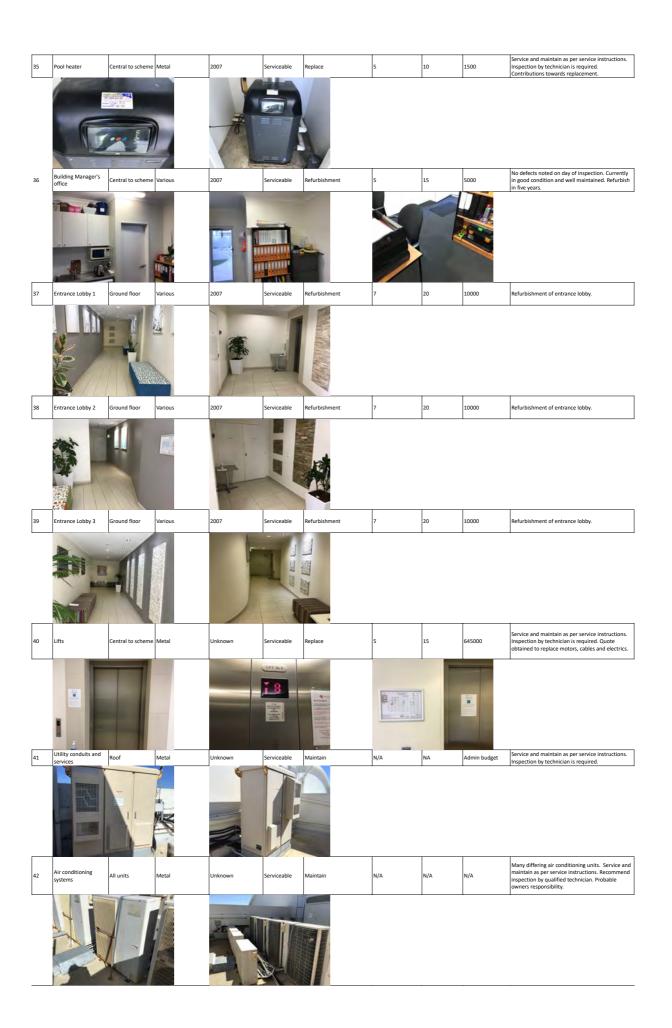












43	Roofs and gutters	All units	Metal	2007	Serviceable	Maintain	10	25	10000	General maintenance over time. Contribution towards resealing, cleaning, and general repairs. Roof cover is in good condition and with ongoing maintenance should reach or exceed the 25 year mark.
44	Roofs and gutters	All units	Metal	2007	Serviceable	Replace	25	25	800000	Replacement funds should be in place as the cost of replacement is large.
							2	0		
45		Allunia	Country and matel	2007	Conduction	Malatala	11	45	20000	General maintenance over time. Contribution
45	Fire stairs and railings		Concrete and metal	2007	Serviceable 6	Maintain	5	15	3000	towards repainting.  Service and maintain as per service instructions.
46	equipment	All units	Metal	Unknown	Serviceable	Maintain	1	1	Admin budget	Inspection by technician is required.
							I	T	I	I
47	Utility conduits and services	Roof	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget	Service and maintain as per service instructions. Inspection by technician is required.
48	Lobbies - All levels	All units	Various	2007	Serviceable	Maintain	1	10	8000	Replace carpets to 6 lobbies.
49	Lobbies - All levels	All units	Various	2007	Serviceable	Maintain	2	10	22000	Replace carpet to remaining 18 lobbies.
	. a		12							
50	Awnings	Rear units	Metal	2007	Serviceable	Maintain	5	15	1000	General maintenance over time. Contributions towards rust mitigation. No defects noted.
	THE OF TOO									
51	Handrails and balustrades	Rear units	Metal and rendered brick	2007	Serviceable	Maintain	5	15	1000	General maintenance over time. Contributions towards rust mitigation and repaint. No defects noted.











# Appendix C - Recommended Repairs Only DOCUMENT DESCRIPTION: This spreadsheet is showing the repairs required without the photos for ease of reference

JOB TITLE INSPECTOR NAME		17-21 Rockingham Road, Rockingham Stuart Blackie - BRB 9860	ad, Rockingham 860			DATE NUMBER OF LOTS		10th and 11th May, 2021 95	ау, 2021
BUILDING ELEMENT LOCATION	LOCATION	DESCRIPTION	INSTALLATION DATE	CONDITION	REPAIR & MAINTAIN / REPLACE	YEARS UNTIL R/R	REMAINING ESTIMATED LIFE AFTER COST (CURRENT)		RECOMIMENDATIONS
Roof access safety equipment	All units	Metal	Unknown	Serviceable	Maintain	1	1	Admin budget	Service and maintain as per service Admin budget instructions. Inspection by technician is required.
Lobbies - All levels	All units	Various	2007	Serviceable	Maintain	1	10	8000	Replace carpets to 6 lobbies.
Lighting	Various	Metal and glass	2007	Serviceable	Maintain	1	1	2000	General maintenance over time. Replace globes when necessary. Estimated yearly maintenance/replacement \$2,000 p.a.
Sewer, grease trap, stormwater pumps	Various	Various	2007	Unknown	Maintain	1	1	1100	General maintenance over time - cleaning and part replacements. Estimated cost up to 2030 \$11,000.
Stairs and stair railings	Front elevation	Concrete, tiling and metal	2007	Serviceable	Maintain	2	15	280000	General maintenance over time. No defects noted on the day of inspection. Waterproof screed and retile. Cost estimation \$280,000.
Ramp	Front elevation	Concrete , tiling and metal	2007	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)	General maintenance over time. No defects noted on the day of inspection. Waterproof screed and retile as above.
Walls (including retaining walls)	Front elevation	Rendered brick	2007	Serviceable	Maintain	2	15	12000	General maintenance over time. No defects noted.
Paving	Front elevation	Brick	2007	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)	General maintenance over time. No defects noted.
Awnings	Front elevation	Metal	2007	Serviceable	Repaint and Replace	7	15	12000	General maintenance over time. Steel elements starting to tarnish. Repaint after 5 years. Replace translucent sheeting and cloth shades.

Lobbies - All levels	All units	Varions	2007	Serviceable	Maintain	2	10	22000	Replace carpet to remaining 18 lobbies.
Fencing and gates	Rear entry	Metal	own	Serviceable	Upgrade	2	10		Upgrade security gates - estimated cost \$30,000. Remaining cost included in fencing and gates front entry line item.
Awnings	Kent St	Metal	2007	Serviceable	Maintain	2	15	2000	General maintenance over time. Clean translucent sheeting. Steel elements starting to tarnish. Repaint after 5 years.
Driveways	Undercroft	Concrete and brick paving	2007	Serviceable	Repair and maintain	æ	20	10000	Concrete has extensive surface cracking. Recommend resurfacing with bitumen.
Downpipes	Various	Metal	2007	Serviceable	Maintain	3	10	3000	General maintenance over time. Contributions towards ensuring that downpipes are clean and free flowing.
Bin area	Undercroft	Concrete	2007	Serviceable	Maintain	2	15	Admin budget	General maintenance over time. No defects noted.
Carpark	Undercroft	Concrete	2007	Serviceable	Maintain	2	15	2000	General maintenance over time. No defects noted. Repaint lines in 5 years.
Visitors car parking	Various	Brick paving and concrete	2007	Serviceable	Maintain	2	15	1000	General maintenance over time. No defects noted. Repaint lines when necessary. Re-lay any loose paving.
Storeroom doors	Undercroft	Metal and timber	2007	Serviceable	Maintain	2	15	0006	General maintenance over time. No defects noted. Replace seals and hardware when necessary. Repaint after 5 years.
Carpark	Rear elevation	Brick	2007	Serviceable	Maintain	5	15	10000	General maintenance over time. Repaint lines in 5 years. Concrete surface toward high rise is cracked. Recommend resurfacing with bitumen.
Post boxes	Front elevation	Metal	2007	Serviceable	Maintain	5	15	Admin budget	General maintenance over time. No defects noted. Re-inspect in 5 years.
External walls: Paint	Front elevation	Concrete	2007	Serviceable	Repaint	2	15	700000	Paintwork weathered in places. Repaint all external surfaces. Includes perimeter fences.
External walls: Paint	Front elevation	Concrete	2007	Serviceable	Repair and maintain	5	15	25000	Paintwork weathered in places. Minor repairs. Yearly maintenance painting estimate is \$5,000 p.a.
External walls: Paint	North elevation	Concrete	2007	Serviceable	Repair and maintain	5	15	Refer item 16 (External walls: Paint)	Paintwork weathered in places. Minor repairs. Repaint all external surfaces.

Fencing and gates	North elevation	Brick and metal	2007	Serviceable	Maintain	5	15	Refer item 16 (External walls: Paint)	Fence is in serviceable condition. Some repairs to cracks have been made. Repaint in 5 years.
External walls: Paint	South elevation	Concrete	2007	Serviceable	Repair and maintain	5	15	Refer item 16 (External walls: Paint)	Paintwork weathered in places. Minor repairs. Repaint all external surfaces.
External walls: Paint	East elevation	Concrete	2007	Serviceable	Repair and maintain	2	15	Refer item 16 (External walls: Paint)	Paintwork weathered in places. Minor repairs. Repaint all external surfaces.
Eaves	Rear units	Cement fibre	2007	Serviceable	Maintain	2	15	Refer item 16 (External walls: Paint)	Eaves linings are mildly stained. Clean with sugar soap and repaint.
Windows and Doors: Front elevation	Front elevation	Metal and glass	2007	Serviceable	Maintain	ſ	15	2000	Commercial window frames are starting to tarnish in places. Monitor. General maintenance over time. Contribution towards cleaning, replacing weather seal and hardware.
Doors and doorways	Front elevation	Metal and glass	2007	Serviceable	Maintain	S	15	1000	Entry doors are in good condition. General maintenance over time. Replace weather seals and hardware when necessary.
Fencing and gates	South elevation	Brick and metal	2007	Serviceable	Maintain	S	15	2000	General maintenance over time. No defects noted. Contributions towards replacing elements of fencing when required.
Fencing and gates	Entry	Metal	2007	Serviceable	Maintain	ις	15	2000	General maintenance over time, i.e. paintwork, hinges, motors, latches. No defects noted on the day of inspection. Reinspect in five years.
Paving	East elevation	Ceramic	2007	Serviceable	Maintain	ıs	15	1000	General maintenance over time. No defects noted. Re-lay loose paving when necessary. Reinspect in five years.
Paving	East elevation	Ceramic	2007	Serviceable	Repairs	5	15	20000	Repairs to roof and villa walkways - estimated \$50,000.
Pool shade areas	Central to scheme	Metal	2007	Serviceable	Maintain	2	15	4500	General maintenance over time. Starting to rust in places . Clean off rust and treat with a rust inhibitor before repainting. Contributions towards treating rusted areas and replacing shade sails as required.

Shade area decks	Central to scheme	Timber	2007	Serviceable	Maintain	S	15	As per swimming pool, spa, pumps, filters line item.	General maintenance over time. No defects noted. Re-seal decking at regular intervals.
Gym	Central to scheme	Various	2007	Serviceable	Maintain	ıΩ	15	10000	General maintenance over time. No defects noted. Refurbish floors, walls and ceilings when required. If equipment is a capital expense in the Reserve Fund and not on a service agreement, please advise so the replacement cost can be included in the costings.
Pool toilets	Central to scheme	Various	2007	Serviceable	Maintain	5	15	Admin budget	General maintenance over time. No defects noted. Reinspect in five years.
Pool first aid	Central to scheme	Various	2007	Serviceable	Maintain	5	15	Admin budget	General maintenance over time. No defects noted. Reinspect in five years.
Pool pump room	Central to scheme	Various	2007	Serviceable	Maintain	2	10	0006	Service and maintain as per service instructions. Inspection by technician is required. Costs are allocated to pump, filters and chlorinator.
Pool heater	Central to scheme	Metal	2007	Serviceable	Replace	5	10	1500	Service and maintain as per service instructions. Inspection by technician is required. Contributions towards replacement.
Building Manager's office	Central to scheme	Various	2007	Serviceable	Refurbishment	2	15	5000	No defects noted on day of inspection. Currently in good condition and well maintained. Refurbish in five years.
Lifts	Central to scheme	Metal	Unknown	Serviceable	Replace	2	15	645000	Service and maintain as per service instructions. Inspection by technician is required. Quote obtained to replace motors, cables and electrics.
Fire stairs and railings	All units	Concrete and metal	2007	Serviceable	Maintain	5	15	30000	General maintenance over time. Contribution towards repainting.
Awnings	Rear units	Metal	2007	Serviceable	Maintain	2	15	1000	General maintenance over time. Contributions towards rust mitigation. No defects noted.
Handrails and balustrades	Rear units	Metal and rendered brick	2007	Serviceable	Maintain	Ŋ	15	1000	General maintenance over time. Contributions towards rust mitigation and repaint. No defects noted.

Stairs and stair railings	Rear units	Concrete and metal	2007	Serviceable	Maintain	5	15	3000	General maintenance over time. Contribution towards repainting. No defects noted.
Fencing and gates	Rear entry	Metal	Unknown	Serviceable	Maintain	S.	15	2000	General maintenance over time, i.e. paintwork, hinges, motors, latches. No defects noted on the day of inspection. Reinspect in five years.
Paving	Rear units	Brick	2007	Serviceable	Maintain	S)	15	1000	General maintenance over time. Contribution towards re-laying loose paving when necessary. No defects noted.
Fencing and gates	Kent St	Metal	Unknown	Serviceable	Maintain	5	15	Admin budget	Service and maintain as per service instructions. Inspection by technician is required.
External walls	Lower level units	Concrete	2007	Serviceable	Repair and maintain	2	15	Refer item 16 (External walls: Paint)	Paintwork weathered in places. Minor repairs. Repaint all external surfaces.
Fencing and gates	Rear car park	Metal	Unknown	Serviceable	Maintain	2	15	Admin budget	Service and maintain as per service instructions. Inspection by technician is required.
Commercial windows	Kent St	Metal and glass	2007	Serviceable	Maintain	ιο	15	5000	Commercial window frames are starting to tarnish in places. Monitor. General maintenance over time. Contribution towards cleaning, replacing weather seal, hardware.
Doors and doorways Various	Various	Metal and glass	2007	Serviceable	Maintain	22	15	5000	General maintenance over time. Contribution towards cleaning, replacing weather seals and hardware.
Windows	All units	Metal and glass	2007	Serviceable	Maintain	25	15	20000	General maintenance over time. Contribution towards replacing weather seals and hardware when necessary.
Lintels	All units	Metal	2007		Maintain	2	15	Refer item 16 (External walls: Paint)	Paintwork weathered in places. Minor repairs required when external painting occurs in five years.
Reinspection	All units	Various		N/A	Reinspection	25	2	4500	Review works completed and inspect current building elements to update Reserve Fund Report.
Entrance Lobby 1	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000	Refurbishment of entrance lobby.
Entrance Lobby 2	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000	Refurbishment of entrance lobby.
Entrance Lobby 3	Ground floor	Various	2007	Serviceable	Refurbishment	7	20	10000	Refurbishment of entrance lobby.

Swimming pools, spas and pumps or filters and pool surround	Central to scheme	Concrete	2007	Serviceable	Maintain	ത	10	15000	Total pool area upgrade completed in 2019. Service and maintain as per service instructions. Regular inspection by technician is recommended. General maintenance over time as no defects noted on the day of inspection. Contributions to relay loose paving when necessary and resealing deck area.
Roofs and gutters	All units	Metal	2007	Serviceable	Maintain	10	25	10000	General maintenance over time. Contribution towards resealing, cleaning, and general repairs. Roof cover is in good condition and with ongoing maintenance should reach or exceed the 25 year mark.
Fencing and gates	Entry	Metal	2007	Serviceable	Replace	15	15	20000	Replace. Cost estimation \$30,000. Partial cost included in Fencing and gates - rear carpark line item.
Roofs and gutters	All units	Metal	2007	Serviceable	Replace	25	25	800000	Replacement funds should be in place as the cost of replacement is large.
Electrical box	Carpark	Metal and timber	2007	Serviceable	Maintain	N/A	Α/Α	Admin budget	No electrical inspection conducted. Only the metal casing was inspected. Advisable to engage a licensed electrician to inspect the RCD's and electrical components of the property.
Fire services, fire alarms and fire hoses	Various	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget	Fire services were inspected visually.  No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance annually.
Fire services, fire alarms and fire hoses	Front elevation	Metal	2007	Serviceable	Maintain	N/A	N/A	Admin budget	Fire services were inspected visually.  No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance.
Utility conduits and services	Roof	Metal	Unknown	Serviceable	Maintain	N/A	V V	Admin budget	Service and maintain as per service Admin budget instructions. Inspection by technician is required.

Air conditioning systems	All units	Metal	Unknown	Serviceable	Maintain	N/A	N/A	N/A	Many differing air conditioning units. Service and maintain as per service instructions. Recommend inspection by qualified technician. Probable owners responsibility.
Utility conduits and services	Roof	Metal	Unknown	Serviceable	Maintain	N/A	N/A	Admin budget	Service and maintain as per service Admin budget instructions. Inspection by technician is required.
Electrical box	Rear units	Metal	2007	Serviceable	Maintain	N/A	N/A	Admin budget	Service and maintain as per service Admin budget instructions. Inspection by technician is required.





Appendix D - Reserve Fund Calculations

DOCUMENT DESCRIPTION: This spreadsheet is to show how the total required Reserve Funds (RF) have been calculated. The total cost (plus CPI) has been divided by the number of years until the work is required so funds can be built up in the RF account for payment when the work is required (Appendix A).

17-21 Rockingham Road, Rockingham JOB TITLE

Stuart Blackie - BRB 9860 INSPECTOR NAME

The Owners of SP46247 COMPANY NAME

299,195 RESERVE FUND OPENING BALANCE (AUD)

10th and 11th May, 2021 95 DATE NUMBER OF LOTS

YEAR	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
TOTAL FUNDS REQUIRED ANNUALLY	532,519	535,809	398,380	402,549	410,600	182,234	185,879	182,912	186,570	189,756
AVERAGE RESERVE FUNDS REQUIRED ANNUALLY	320,721	320,721	320,721	320,721	320,721	320,721	320,721	320,721	320,721	320,721
TOTAL RESERVE FUND REQUIRED ANNUALLY INC. 10% CONTINGENCY	352,793	352,793	352,793	352,793	352,793	352,793	352,793	352,793	352,793	352,793
PER LOT RESERVE FUND ANNUAL CONTRIBUTION	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714

	BUILDING	LOCATION	DESCRIPTION	CONDITION	REPAIR & MAINTAIN /	YEARS UNTIL R/R	REMAINING LIFE AFTER	ESTIMATED COST (CURRENT)	2021	2022	2023	2024	2025	5026	2027	2028	2029	2030
46	Roof access safety equipment	All units	Metal	Serviceable	Maintain	1	71	Admin budget	,			,			1	,	,	,
48	Lobbies - All levels	All units	Various	Serviceable	Maintain	н	10	8000	8000	800	816	832	849	998	883	901	919	937
63	Lighting	Various	Metal and glass	Serviceable	Maintain	1	1	2000	2000	2040	2081	2122	2165	2208	2252	2297	2343	2390
29	Sewer, grease trap, stormwater pumps	Various	Various	Unknown	Maintain	1	1	1100	1100	1122	1144	1167	1191	1214	1239	1264	1289	1315
10	Stairs and stair railings	ir Front elevation	Concrete, tiling and metal	Serviceable	Maintain	2	15	280000	140000	142800	18667	19040	19421	19809	20205	20610	21022	21442
11	Ramp	Front elevation	Concrete , tiling and metal	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)										
12	Walls (including retaining walls)	Front elevation	Rendered brick	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)	,				1		,			1
13	Paving	Front elevation	Brick	Serviceable	Maintain	2	15	Refer item 10 (Stairs and stair railings)	-		,				-			,
15	Awnings	Front elevation	Metal	Serviceable	Repaint and Replace	2	15	12000	0009	6120	800	816	832	849	998	883	901	919
49	Lobbies - All levels	All units	Various	Serviceable	Maintain	2	10	22000	11000	11220	2200	2244	2289	2335	2381	2429	2478	2527
53	Fencing and gates	Rear entry	Metal	Serviceable	Upgrade	2	10	10000	2000	5100	1000	1020	1040	1061	1082	1104	1126	1149
57	Awnings	Kent St	Metal	Serviceable	Maintain	2	15	2000	2500	2550	333	340	347	354	361	368	375	383
9	Driveways	Undercroft	Concrete and brick paving	Serviceable	Repair and maintain	3	20	10000	3333	3400	3468	200	510	520	531	541	552	563
58	Downpipes	Various	Metal	Serviceable	Maintain	3	10	3000	1000	1020	1040	300	306	312	318	325	331	338
3	Bin area	Undercroft	Concrete	Serviceable	Maintain	5	15	Admin budget	-						-			
4	Carpark	Undercroft	Concrete	Serviceable	Maintain	5	15	5000	1000	1020	1040	1061	1082	333	340	347	354	361

CONDERINGE         Mountain         S         15         900           CONDERING         Reviewable         Mountain         S         15         100           CONDERING         Reviewable         Mountain         S         15         100           CONDERING         Reviewable         Serviceable         Mountain         S         15         1000           Figure         Reviewable         Contract         Serviceable         Repaired         S         15         1000           Figure         Figure         Contract Security         Contract         Contract         S         15         1000           Figure         Figure         Contract Security         Contract         Contract         S         15         1000           Figure         Figure         Contract Security         Contract         Contract         S         15         1000           Figure         Figure         Contract Security         Contract         Contract         S         15         1000           Figure         Contract Security         Contract Security         Contract Security         Ministrain         5         15         1000           Figure         Contract Security         Ministrain<	1000	200	204	208 2	212	216	29	89	69 71		72
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His East elevation         Concrete         Serviceable maintain         Repair and 5         15           Rear units         Cement fibre         Serviceable         Maintain         5         15           Front elevation         Metal and glass         Serviceable         Maintain         5         15           Front elevation         Metal and glass         Serviceable         Maintain         5         15           East elevation         Metal and glass         Serviceable         Maintain         5         15           East elevation         Cerranic         Serviceable         Maintain         5         15           East elevation         Cerranic         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain <t< td=""><td>Refer item 16 (External walls:</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	Refer item 16 (External walls:										
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rod front elevation         Metal and glass         Serviceable         Maintain         5         15           Front elevation         Metal and glass         Serviceable         Maintain         5         15           South elevation         Received         Serviceable         Maintain         5         15           East elevation         Cernmic         Serviceable         Maintain         5         15           East elevation         Cernmic         Serviceable         Maintain         5         15           Central to Scheme         Metal         Serviceable         Maintain         5         15           Central to Scheme         Various         Serviceable         Maintain         5         15           Central to Scheme         Various         Serviceable         Maintain         5         15           Central to Scheme         Various         Serviceable         Replace         5         15           Central to Scheme         Various         Serviceable         Replace         5         15           Central to Scheme         Various         Serviceable         Maintain         5         15           Central to Scheme         Various         Serviceable         Maintain	Refer item 16 (External walls: Paint)		,		,	,	,	1	'		
Front elevation         Metal and glass         Serviceable         Maintain         5         15           South elevation         Brick and metal         Serviceable         Maintain         5         15           East elevation         Ceramic         Serviceable         Maintain         5         15           East elevation         Ceramic         Serviceable         Maintain         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Replace         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Metal         Serviceable         Maintain         5	2000	1000	1020	1040	1061	1082	333	340	347 354		361
South elevation         Brick and metal         Serviceable         Maintain         5         15           East elevation         Ceramic         Serviceable         Maintain         5         15           East elevation         Ceramic         Serviceable         Maintain         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Rear units         Concrete and metal         Serviceable         Maintain         5 </td <td>1000</td> <td>200</td> <td>204</td> <td>208 2</td> <td>212</td> <td>216</td> <td>29</td> <td>89</td> <td>69 71</td> <td></td> <td>72</td>	1000	200	204	208 2	212	216	29	89	69 71		72
Entry         Metal         Serviceable         Maintain         5         15           East elevation         Ceramic         Serviceable         Maintain         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Replace         5         15           Central to scheme         Various         Serviceable         Replace         5         15           Central to scheme         Maria         Serviceable         Refurbishment         5         15           Central to scheme         Maria         Serviceable         Refurbishment         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15<	2000	1000	1020	1040	1061	1082	333	340	347 354		361
East elevation         Ceramic         Serviceable         Maintain         5         15           Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Timber         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         10           Central to scheme         Various         Serviceable         Refundishment         5         15           Central to scheme         Various         Serviceable         Refundishment         5         15           Central to scheme         Various         Serviceable         Refundishment         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5	2000	400	408	416 4	424	433	133	136	139 141		144
East elevation         Certail to scheme         Certail to scheme         East elevation         Serviceable         Maintain         5         15           Central to scheme         Timber         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         10           Central to scheme         Various         Serviceable         Refundaminain         5         15           Central to scheme         Various         Serviceable         Refundaminain         5         15           Central to scheme         Various         Serviceable         Refundaminain         5         15           Central to scheme         Metal         Serviceable         Refundaminain         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           Rear units	1000	200	204	208 2	212	216	29	89	69 71		72
Central to scheme         Metal         Serviceable         Maintain         5         15           Central to scheme         Timber         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Gentral to scheme         Various         Serviceable         Maintain         5         10           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Refubishment         5         15           All units         Central to scheme         Various         Serviceable         Maintain         5         15           All units         Central to scheme         Metal         Serviceable         Maintain         5         15           All units         Central to scheme         Metal and rendered brick         Serviceable         Maintain         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           Rear units	20000	10000	10200	10404 10	10612 1	10824	3333	3400 3	3468 3537		3608
Central to scheme         Timber         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         15           Gentral to scheme         Various         Serviceable         Maintain         5         15           Gentral to scheme         Various         Serviceable         Maintain         5         10           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Metal         Serviceable         Replace         5         15           Central to scheme         Metal         Serviceable         Replace         5         15           Central to scheme         Metal         Serviceable         Replace         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Brick         Serviceable         Maintain         5         15           Rear units         Brick         Serviceable         Maintain         5         15	4500	006	918	936	955	974	300	306	312 318		325
Central to scheme         Various         Serviceable         Maintain         5         15           4 Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Refubishment         5         15           Central to scheme         Metal         Serviceable         Refubishment         5         15           Central to scheme         Metal         Serviceable         Refubishment         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           All units         Metal and rendered brick         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5	As per swimming pool, spa, pumps, filters line item.	,	,		,		,	,			
Central to scheme         Various         Serviceable         Maintain         5         15           Central to scheme         Various         Serviceable         Maintain         5         10           Central to scheme         Metal         Serviceable         Replace         5         10           Central to scheme         Metal         Serviceable         Replace         5         10           Central to scheme         Metal         Serviceable         Replace         5         15           Central to scheme         Metal         Serviceable         Replace         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           All units         Metal and rendered brick         Serviceable         Maintain         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5 <t< td=""><td>10000</td><td>2000</td><td>2040 2</td><td>2081 2:</td><td>2122</td><td>2165</td><td>299</td><td>089</td><td>694 707</td><td></td><td>722</td></t<>	10000	2000	2040 2	2081 2:	2122	2165	299	089	694 707		722
Gentral to scheme         Various         Serviceable         Maintain         5         15           Gentral to scheme         Wetal         Serviceable         Replace         5         10           Central to scheme         Watal         Serviceable         Refunsishment         5         15           Central to scheme         Various         Serviceable         Refunsishment         5         15           Central to scheme         Matal         Serviceable         Replace         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           Rear units         Metal and rendered brick         Serviceable         Maintain         5         15           Rear units         Concrete and metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15<	Admin budget										
Central to scheme         Metal         Serviceable         Replace         5         10           Central to scheme         Various         Serviceable         Refurbishment         5         15           Central to scheme         Metal         Serviceable         Replace         5         15           All units         Concrete and metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15           Rear units         Concrete and metal         Serviceable         Maintain         5         15           Rear units         Metal         Serviceable         Maintain         5         15	Admin budget	- 00%	1836	1873	- 1910	1948	- 00	- 018		+	- 027/
Central to scheme     Various     Serviceable     Refurbishment     5     15       Central to scheme     Metal     Serviceable     Replace     5     15       All units     Concrete and metal     Serviceable     Maintain     5     15       Rear units     Metal and rendered brick     Serviceable     Maintain     5     15       Rear units     Concrete and metal     Serviceable     Maintain     5     15       Rear units     Brick     Serviceable     Maintain     5     15       Rear units     Brick     Serviceable     Maintain     5     15       Kent St     Metal     Serviceable     Maintain     5     15       Is Lower level units     Concrete     Serviceable     Repair and Serviceable     Serviceable     Maintain     5     15	1500						150				162
Ts and All units         Central to scheme         Metal         Serviceable         Replace         5         15           Is and dear units         All units         Concrete and metal         Serviceable         Maintain         5         15           Is and dear units         Metal and rendered brick serviceable         Serviceable         Maintain         5         15           and sear units         Concrete and metal         Serviceable         Maintain         5         15           and Rear units         Brick         Serviceable         Maintain         5         15           and kent st         Metal         Serviceable         Maintain         5         15           and kent st         Metal         Serviceable         Maintain         5         15           and kent st         Metal         Serviceable         Maintain         5         15	2000	_	_	1040	1061		333	340			361
rs and All units         Concrete and metal desp         Serviceable maintain         Maintain         5         15           is and desp         Rear units         Metal and rendered brick serviceable         Serviceable         Maintain         5         15           and desp         Rear units         Concrete and metal         Serviceable         Maintain         5         15           and sear units         Brick         Serviceable         Maintain         5         15           and kent st         Metal         Serviceable         Maintain         5         15           walls         Lower level units         Metal         Serviceable         Maintain         5         15           walls         Lower level units         Concrete         Serviceable         Maintain         5         15		129000 1	131580 13	134212 136	136896 13	139634 4	43000	43860 4	44737 45632		46545
Is and least units         Metal and rendered brick shares         Serviceable         Maintain         5         15           dess data         Rear units         Metal and rendered brick serviceable         Serviceable         Maintain         5         15           and star mits         Rear entry         Metal         Serviceable         Maintain         5         15           and star services         Metal         Serviceable         Maintain         5         15           walls         Lower level units         Concrete         Serviceable         Maintain         5         15           maintain         Serviceable         maintain         5         15         15	30000	0009	6120	6242 63	9 2989	6495	2000	2040 2	2081 2122		2165
s and dest         Rear units         Metal and rendered brick and metal         Serviceable         Maintain         5         15           and stair Rear units         Concrete and metal         Serviceable         Maintain         5         15           and Kent St         Metal         Serviceable         Maintain         5         15           and Kent St         Metal         Serviceable         Maintain         5         15           walls         Lower level units         Concrete         Serviceable         Repair and maintain         5         15	1000	200	204	208 2	212	216	29	89	69 71		72
of stail stail and Metal         Concrete and metal         Serviceable         Maintain         5         15           and stail and Metal         Serviceable         Maintain         5         15           and kent st         Metal         Serviceable         Maintain         5         15           walls Lower level units         Concrete         Serviceable         Repair and maintain         5         15	1000	200	204	208	212	216	29	89	69 71		72
Ig and stand         Rear entry         Metal         Serviceable         Maintain         5         15           Rent St         Rent St         Metal         Serviceable         Maintain         5         15           Is and sulfaction and avails         Lower level units         Concrete         Serviceable         Repair and maintain         5         15	3000	009	612	624 6	637	649	200	204	208 212		216
g and sulfs         Rer units         Brick         Serviceable         Maintain         5         15           all walls         Lower level units         Concrete         Serviceable         Repair and maintain         5         15	2000	400	408	416 4	424	433	133	136	139 141		144
R and substitutes         Kent St         Metal         Serviceable         Maintain         5         15           all walls         Lower level units         Concrete         Serviceable         Repair and maintain         5         15	1000	200	204	208 2	212	216	29	89	69 71		72
Lower level units Concrete Serviceable Repair and 5 15	Admin budget	-			-			-	-		
	Refer item 16 (External walls: Paint)				,						
Fencing and Rear car park Metal Serviceable Maintain 5 15 Admin buv	Admin budget	1	1						1		

61	Commercial	Kent St	Metal and glass	Serviceable	Maintain	5	15	2000	1000	1020	1040	1061	1082	333	340	347	354	361
62	Doors and doorways	Various	Metal and glass	Serviceable	Maintain	5	15	2000	1000	1020	1040	1061	1082	333	340	347	354	361
64	Windows	All units	Metal and glass	Serviceable	Maintain	5	15	20000	4000	4080	4162	4245	4330	4416	4505	1333	1360	1333
92	Lintels	All units	Metal		Maintain	5	15	Refer item 16 (External walls: Paint)	-							-		
99	Reinspection	All units	Various	N/A	Reinspection	5	5	4500	006	918	936	955	974	994	1014	1034	1054	1076
37	Entrance Lobby 1	Ground floor	Various	Serviceable	Refurbishment		20	10000	1429	1457	1486	1516	1546	1577	1609	200	510	520
38	Entrance Lobby 2	Ground floor	Various	Serviceable	Refurbishment	7	20	10000	1429	1457	1486	1516	1546	1577	1609	200	510	520
68	Entrance Lobby 3	Ground floor	Various	Serviceable	Refurbishment		20	10000	1429	1457	1486	1516	1546	1577	1609	200	510	520
28	Swimming pools, spas and pumps or filters and pool surround	Central to scheme Concrete	Concrete	Serviceable	Maintain	6	10	15000	1667	1700	1734	1769	1804	1840	1877	1914	1953	1500
43	Roofs and gutters	All units	Metal	Serviceable	Maintain	10	25	10000	1000	1020	1040	1061	1082	1104	1126	1149	1172	1195
26	Fencing and gates	Entry	Metal	Serviceable	Replace	15	15	20000	1333	1360	1387	1415	1443	1472	1502	1532	1562	1593
44	Roofs and gutters	All units	Metal	Serviceable	Replace	25	25	800000	32000	32640	33293	33959	34638	35331	36037	36758	37493	38243
1	Electrical box	Carpark	Metal and timber	Serviceable	Maintain	N/A	N/A	Admin budget										
2	Fire services, fire alarms and Various fire hoses	1 Various	Metal	Serviceable	Maintain	N/A	N/A	Admin budget	,	,	,	,	1	,	,	,		
14	Fire services, fire alarms and fire hoses	Fire services, fire alarms and Front elevation fire hoses	Metal	Serviceable	Maintain	N/A	N/A	Admin budget	,		,	,	1	,	,	,	,	
41	Utility conduits and services	Roof	Metal	Serviceable	Maintain	N/A	NA	Admin budget	,							•		
42	Air conditioning systems	All units	Metal	Serviceable	Maintain	N/A	N/A	N/A	-				1			•	,	
47	Utility conduits and services	Roof	Metal	Serviceable	Maintain	N/A	N/A	Admin budget	1				1			1		
54	Electrical box Rear units		Metal	Serviceable	Maintain	N/A	N/A	Admin budget								,		