

# Minutes of the Annual General Meeting

Strata Company for The Elements South Beach Strata Plan 59768

Meeting Date	04 December 2024		
Meeting Location	Boardroom at Empire Estate Agents, 966 Albany Highway, EAST VICTORIA PARK, WA, 6101		
Time	04:30 PM	Opened: 02:44 PM	Closed: 06:00 PM
Item 1 Lots Represented	Lot 13	Louis	Proxy present
	Lot 14	Stephen	Proxy present
	Lot 15	James	Proxy present
	Lot 16	Housing	Proxy present
	Lot 20	Peter	Proxy present
	Lot 21	Merrill	Owner present
	Lot 23	Yuan	Proxy present
	Lot 24	Isabelle	Owner present
	Lot 25	Housing	Proxy present
	Lot 26	Glenice	Proxy present
	Lot 30	Tim and Fiona	Proxy present
	Lot 35	Shane	Proxy present
	Lot 37	Housing	Proxy present
	Lot 39	Shane	Proxy present
	Lot 42	Laura & Phillip	Owner present
	Lot 43	Housing	Proxy present
	Lot 44	Collova Investments Pty Ltd	Proxy present
	Lot 46	Svetlana	Proxy present
	Lot 47	Andrew	Proxy present
	Lot 56	Anne	Owner present
	Lot 58	Andrew	Proxy present
	Lot 59	Diane	Owner present
	Lot 61	Michael	Proxy present
	Lot 62	Tareq	Proxy present
	Lot 64	Linda	Proxy present
Chairperson	Celene Collie of Empire Estate Agents		

## Item 2

### QUORUM

Confirmation that 50% representation of persons entitled to vote either in person, by remote communication or by proxy is properly constituted and may proceed to the conduct of business under Section 130 of the Strata Titles Act 1985.

## Item 3

### CHAIRPERSON

Appointment of Celene Collie of Empire Estate Agents as Chairperson for the Meeting.

## Motion 4

### MINUTES OF MEETING

### Ordinary Resolution

To resolve that the minutes of the last Annual General Meeting held 29/11/23 be confirmed as a true record of the proceedings of that meeting.

**Motion CARRIED.**

## Motion 5

### FINANCIAL STATEMENTS

### Ordinary Resolution Statutory Motion

To consider the accounts for the financial year period ended 31/10/24.

**Motion CARRIED.**

## Motion 6

### COUNCIL OF OWNERS REPORT

### Ordinary Resolution

A report presented from the Council of Owners in regards to the Activities of the last 12 months.

**Motion CARRIED.**

## Motion 7

### INSURANCE

### Ordinary Resolution

To resolve that the current insurance policy in place for the strata scheme be reviewed and that the Owners of 25 O'Connor Close, North Coogee - Strata Scheme 59768 authorise the Strata Company Management with a standing direction authority to renew on receiving a renewal invitation from the current insurance provider.

A copy of the Certificate of Currency is attached.

**Motion CARRIED.**

## Motion 8

### STRATA COUNCIL

### Ordinary Resolution

Election of the Council of Owners for the ensuing 12 months:

- a. That the number of members of the strata council be determined as 7 members; and
- b. Nominations are called; and
- c. That the members of the strata council elect are:

Unit 13- Louis  
Unit 15- James  
Unit 35- Shane  
Unit 42- Laura  
Unit 2- Anne  
Unit 4- Andrew  
Unit 5- Diane Silich

**Motion CARRIED.**

## Motion 9

### 10 YEAR PLAN

### Ordinary Resolution

To consider the 10 year plan completed by Rawlinsons (WA) on August 2020 setting out:

- the maintenance, repairs and renewal or replacement of common property in the scheme and the personal property of the strata company likely to be needed over the next ten years, and
- the estimated cost for the maintenance, repairs and renewal or replacement.

\$85,000 has been factored into the General Reserve Fund budget for 10 year plan expenditure items.

**Motion CARRIED.**

## Motion 10

### WATER SUBMETERING

### Ordinary Resolution

A motion to confirm that water costs will be incorporated as part of your standard levy charges rather than sub-metered and issued to individual lots upon receipt of Water Corporation accounts.

**Motion CARRIED.**

## Motion 11

### MOVING IN OR OUT- HOUSE RULES

### Ordinary Resolution

A Motion to confirm that all Lot Owners (and thereby associated persons) are required to notify the Strata Company with at least 7 days notice of intention to move either in or out of the complex. The intent to be to enable time for the relevant lift protections to be installed.

**Motion CARRIED.**

## Motion 12

### BUDGET

### Ordinary Resolution

To resolve that the statement of estimated receipts and payments included in this notice (budget) be adopted.

The Approved Budget (To Apply From 1/11/24) is attached.

**Motion CARRIED.**

## Motion 13

### ADMINISTRATIVE FUND (GENERAL) CONTRIBUTIONS

### Ordinary Resolution

- a. To resolve that contributions to the administrative fund are **to be \$115,000.00** as estimated and determined in accordance with Section 100(1) of the Strata Titles Act 1985; and
- b. That the administrative fund contributions are be paid in equal quarterly instalments, the first such instalment being due on 1/11/24 and subsequent instalments being due on the first days of 01/02/2025 and quarterly thereafter until resolved otherwise in a general meeting.

The Approved Levy Schedule (To Apply From 1/11/24) is attached.

**Motion CARRIED.**

#### Motion 14

##### ADMINISTRATIVE FUND (APARTMENTS) CONTRIBUTIONS

##### Ordinary Resolution

- To resolve that contributions to the administrative fund are **to be \$35,000** as estimated and determined in accordance with Section 100(1) of the Strata Titles Act 1985; and
- That the administrative fund contributions are be paid in equal instalments, the first such instalment being due on and subsequent instalments being due on the first days of and thereafter until resolved otherwise in a general meeting.

The Approved Levy Schedule (To Apply From 01/11/2024) is attached.

**Motion CARRIED.**

#### Motion 15

##### ADMINISTRATIVE FUND (BEACH HOUSES) CONTRIBUTIONS

##### Ordinary Resolution

- To resolve that contributions to the administrative fund are **to be \$1,0000** as estimated and determined in accordance with Section 100(1) of the Strata Titles Act 1985; and
- That the administrative fund contributions are be paid in equal instalments, the first such instalment being due on and subsequent instalments being due on the first days of and thereafter until resolved otherwise in a general meeting.

The Approved Levy Schedule (To Apply From 01/11/2024) is attached.

**Motion CARRIED.**

#### Motion 16

##### RESERVE FUND CONTRIBUTIONS

##### Ordinary Resolution

- To resolve that contributions to the reserve fund are **to be \$80,000.00** as estimated and determined in accordance with Section 100(2) of the Strata Titles Act 1985; and
- That the reserve fund contributions are be paid in equal quarterly instalments, the first such instalment being due on 1/11/24 and subsequent instalments being due on the first days of 01/02/2025 and quarterly thereafter until resolved otherwise in a general meeting.

The Approved Levy Schedule (To Apply From 1/11/24) is attached.

**Motion CARRIED.**

## Item 17

### GENERAL BUSINESS

**17.1 Garden to rear-** Empire to clarify any current arrangements in place for the Strata Company to maintain the space and if nothing confirm that this is managed by City of Cockburn

**17.2 Parking-** Continue to issue notices to relevant persons, it was generally noted to be improving and owners/residents are to not park in visitor bays. It was also noted for all owners and residents to ensure that the rear parking to townhouses is not blocked. When moving in or out notification to the strata manager for parking and any residents whose access may be impeded. This is a breach of by-laws if arrangements are not made via Strata Manager.

**17.3 Rusting-** Noted rusting to door frames and over the lift doors. Council of Owners to monitor and consider further actions. Door frames to be done as part of works.

**17.4 Cracking internal to complex-** Unit 2 have contacted Pyramid regarding some cracking that has appeared in the corner of bedroom. Anne to forward emails and correspondence to strata manager. Closer to completion Empire will issue an email to all owners to see the position and any issues that may have arisen.

**17.5 Balcony Blind-** Unit 21 request to install a blind to the balcony. Empire to forward Alterations, additions and amendments form with details on contractors and colours currently approved.

**17.6 Flexihose & Isolation taps-** Empire to issue a reminder to owners that they should regularly check the flexihose to washing machines as they will not be covered by insurance and are prone to burst from corrosion. Isolation taps to units are located in the roof of the apartment over the kitchen area and for the townhouses on the driveway side.

**MEETING CLOSED: 6:00PM**



Issue date: 01 November 2024

### Certificate of Insurance

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

INSURED:	The Owners of Strata Plan 59768	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	25 O'CONNOR CLOSE, NORTH COOGEE, WA 6163	
SECTION 1:	<b><u>Property - Physical Loss, Destruction or Damage</u></b> Buildings - \$21,186,743.00 Common Contents - \$171,889.00	
SECTION 2:	<b><u>Voluntary Workers Personal Accident</u></b> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<b><u>Office Bearers' Liability</u></b> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<b><u>Fidelity Guarantee</u></b> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<b><u>Machinery Breakdown</u></b> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<b><u>Public Liability</u></b> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<b><u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u></b> <b>(a) Taxation and Audit Costs</b> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  <b>(c) Legal Defence Expenses</b> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20200531	
PERIOD OF INSURANCE:	1 November 2024 expiring on 01 November 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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

## Approved Budget to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	115,000.00
<b>Total revenue</b>	115,000.00

#### Less expenses

Admin--Agent Disbursements	500.00
Admin--Auditors--Taxation Services	1,200.00
Admin--Legal & Debt Collection Fees	3,000.00
Admin--Management Fees--AGM	800.00
Admin--Management Fees--Standard	14,050.00
Insurance--Premiums	47,000.00
Maint Bldg--10 Year Building Maintenance	8,000.00
Maint Bldg--Cleaning	16,500.00
Maint Bldg--Cleaning--Windows/Glass	2,800.00
Maint Bldg--General Repairs	10,000.00
Maint Bldg--Plumbing & Drainage	1,500.00
Maint Bldg--Security Surveillance Equipment	5,000.00
Maint Grounds--Gates (Repairs)	5,000.00
Maint Grounds--Lawns & Gardening	3,000.00
Utility--Electricity	5,000.00
Utility--Water & Sewerage	10,000.00
<b>Total expenses</b>	133,350.00

#### Surplus/Deficit

(18,350.00)

Opening balance 44,454.18

#### Closing balance

\$26,104.18

Total units of entitlement 1000

Levy contribution per unit entitlement \$126.50

Budgeted standard levy revenue 115,000.00

Add GST 11,500.00

Amount to raise in levies including GST \$126,500.00



### Reserve Fund

Approved  
budget

#### Revenue

Levies Due--Reserve	80,000.00
<i>Total revenue</i>	<u>80,000.00</u>

#### Less expenses

Maint Bldg--Building Maintenance	20,000.00
Maint Bldg--Painting & Surface Finishes	65,000.00
<i>Total expenses</i>	<u>85,000.00</u>

#### Surplus/Deficit

(5,000.00)

Opening balance	34,672.37
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#### Closing balance

\$29,672.37

Total units of entitlement	1000
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Levy contribution per unit entitlement	\$88.00
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Budgeted standard levy revenue	80,000.00
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Add GST	8,000.00
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Amount to raise in levies including GST	<u>\$88,000.00</u>
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## Beach Houses

### Administrative Fund

Approved  
budget

#### Revenue

Levies Due--Admin	1,000.00
<i>Total revenue</i>	<u>1,000.00</u>

#### Less expenses

Maint Bldg--General Repairs	1,000.00
<i>Total expenses</i>	<u>1,000.00</u>

#### Surplus/Deficit

	<u>0.00</u>
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Opening balance	540.52
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#### Closing balance

\$540.52

Total units of entitlement	250
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Levy contribution per unit entitlement	\$4.40
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Budgeted standard levy revenue	1,000.00
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Add GST	100.00
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Amount to raise in levies including GST	<u>\$1,100.00</u>
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## Apartment Towers

### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	35,000.00
Recovery--Gas	2,000.00
<i>Total revenue</i>	<u>37,000.00</u>

#### Less expenses

Maint Bldg--Anchor Points	750.00
Maint Bldg--Cleaning--Carpet/Furniture	1,000.00
Maint Bldg--Electrical	700.00
Maint Bldg--Fire Protection	15,000.00
Maint Bldg--Lift--Maintenance Contract	8,000.00
Maint Bldg--Lift--Servicing/Repair	9,483.00
Utility--Gas	2,300.00
<i>Total expenses</i>	<u>37,233.00</u>

#### Surplus/Deficit

	<u>(233.00)</u>
Opening balance	9,579.35

#### Closing balance

\$9,346.35

Total units of entitlement	750
Levy contribution per unit entitlement	\$51.33

Budgeted standard levy revenue	35,000.00
Add GST	3,500.00
Amount to raise in levies including GST	<u>\$38,500.00</u>



REIWA Property Management Team & PPM  
2021 Client Service Agency of the Year.



Licensee: Jackson Properties Pty Ltd  
ACN 104 145 968 | 95 104 145 968  
Licensed Real Estate Agents  
License TC 48310

966 Albany Highway  
East Victoria Park WA 6101  
Phone (08) 9262 0400  
www.empireestateagents.com

## Approved Levy Schedule to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
13	13	16.00	506.00	352.00	858.00	3,432.00
14	14	20.00	632.50	440.00	1,072.50	4,290.00
15	15	16.00	506.00	352.00	858.00	3,432.00
16	16	15.00	474.38	330.00	804.38	3,217.52
17	17	17.00	537.62	374.00	911.62	3,646.48
18	18	16.00	506.00	352.00	858.00	3,432.00
19	19	21.00	664.12	462.00	1,126.12	4,504.48
20	20	17.00	537.62	374.00	911.62	3,646.48
21	21	22.00	695.75	484.00	1,179.75	4,719.00
22	22	16.00	506.00	352.00	858.00	3,432.00
23	23	16.00	506.00	352.00	858.00	3,432.00
24	24	18.00	569.25	396.00	965.25	3,861.00
25	25	17.00	537.62	374.00	911.62	3,646.48
26	26	22.00	695.75	484.00	1,179.75	4,719.00
27	27	17.00	537.62	374.00	911.62	3,646.48
28	28	22.00	695.75	484.00	1,179.75	4,719.00
29	29	17.00	537.62	374.00	911.62	3,646.48
30	30	16.00	506.00	352.00	858.00	3,432.00
31	31	18.00	569.25	396.00	965.25	3,861.00
32	32	17.00	537.62	374.00	911.62	3,646.48
33	33	22.00	695.75	484.00	1,179.75	4,719.00
34	34	16.00	506.00	352.00	858.00	3,432.00
35	35	21.00	664.12	462.00	1,126.12	4,504.48
36	36	16.00	506.00	352.00	858.00	3,432.00
37	37	15.00	474.38	330.00	804.38	3,217.52
38	38	15.00	474.38	330.00	804.38	3,217.52
39	39	16.00	506.00	352.00	858.00	3,432.00
40	40	21.00	664.12	462.00	1,126.12	4,504.48
41	41	17.00	537.62	374.00	911.62	3,646.48
42	42	22.00	695.75	484.00	1,179.75	4,719.00
43	43	16.00	506.00	352.00	858.00	3,432.00
44	44	16.00	506.00	352.00	858.00	3,432.00
45	45	16.00	506.00	352.00	858.00	3,432.00
46	46	16.00	506.00	352.00	858.00	3,432.00

47	47	22.00	695.75	484.00	1,179.75	4,719.00
48	48	17.00	537.62	374.00	911.62	3,646.48
49	49	22.00	695.75	484.00	1,179.75	4,719.00
50	50	17.00	537.62	374.00	911.62	3,646.48
51	51	16.00	506.00	352.00	858.00	3,432.00
52	52	16.00	506.00	352.00	858.00	3,432.00
53	53	17.00	537.62	374.00	911.62	3,646.48
54	54	22.00	695.75	484.00	1,179.75	4,719.00
55	BH1	25.00	790.62	550.00	1,340.62	5,362.48
56	BH2	25.00	790.62	550.00	1,340.62	5,362.48
57	BH3	25.00	790.62	550.00	1,340.62	5,362.48
58	BH4	25.00	790.62	550.00	1,340.62	5,362.48
59	BH5	25.00	790.62	550.00	1,340.62	5,362.48
60	BH6	25.00	790.62	550.00	1,340.62	5,362.48
61	BH7	25.00	790.62	550.00	1,340.62	5,362.48
62	BH8	25.00	790.62	550.00	1,340.62	5,362.48
63	BH9	25.00	790.62	550.00	1,340.62	5,362.48
64	BH10	25.00	790.62	550.00	1,340.62	5,362.48
		1,000.00	\$31,624.90	\$22,000.00	\$53,624.90	\$214,499.60

## Statement of Financial Performance - Group for the financial year to 31/10/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

### Administrative Fund

Current period

01/11/2023-31/10/2024

#### Revenue

Interest on Arrears--Admin	454.10
Levies Due--Admin	106,363.64
Recovery--Access Devices	3,505.44
Recovery--Gas	1,693.33
Recovery--Keys	290.91
Recovery--Owner	2,350.00
Recovery--Status Certificate Fees	1,272.75
Recovery--Water	5,173.59

Total revenue	121,103.76
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#### Less expenses

Admin--Agent Disbursements	499.92
Admin--Auditors--Taxation Services	1,030.00
Admin--Management Fees--AGM	800.00
Admin--Management Fees--Standard	14,181.84
Admin--Non-Standard Management Services	110.00
Admin--Section 110 Certificate Fees Paid	1,272.75
Insurance--Premiums	264.79
Maint Bldg--Cleaning	18,206.27
Maint Bldg--Cleaning--Windows/Glass	2,785.00
Maint Bldg--Fire Protection	322.70
Maint Bldg--General Repairs	8,072.13
Maint Bldg--Plumbing & Drainage	2,767.36
Maint Bldg--Security Surveillance Equipment	1,196.38
Maint Grounds--Gates & Remotes	1,960.00
Maint Grounds--Gates (Repairs)	4,002.73
Maint Grounds--Irrigation Systems	382.17
Maint Grounds--Lawns & Gardening	2,452.42
Utility--Electricity	3,307.38
Utility--Gas	30.66
Utility--Water & Sewerage	10,449.42

Total expenses	74,093.92
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Surplus/Deficit	47,009.84
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Opening balance	(2,552.93)
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Closing balance

\$44,456.91

Reserve Fund

Current period

01/11/2023-31/10/2024

Revenue

Interest on Arrears--Reserve 149.57

Levies Due--Reserve 52,954.51

Total revenue 53,104.08

Less expenses

Maint Bldg--Building Maintenance 33,436.90

Maint Bldg--Painting & Surface Finishes 57,946.00

Total expenses 91,382.90

Surplus/Deficit (38,278.82)

Opening balance 72,952.68

Closing balance \$34,673.86



Beach Houses

Administrative Fund

Current period

01/11/2023-31/10/2024

Revenue

Interest on Arrears--Admin 1.52

Levies Due--Admin 750.00

Total revenue 751.52

Less expenses

Maint Bldg--Plumbing & Drainage 315.00

Total expenses 315.00

Surplus/Deficit 436.52

Opening balance 104.00

Closing balance \$540.52

Beach Houses

Reserve Fund

Current period

01/11/2023-31/10/2024

Surplus/Deficit	0.00
Opening balance	(9.00)
Closing balance	-\$9.00

Apartment Towers

Administrative Fund

Current period

01/11/2023-31/10/2024

Revenue

Interest on Arrears--Admin	161.71
Levies Due--Admin	33,302.75
Recovery--Gas	624.80
Total revenue	34,089.26

Less expenses

Maint Bldg--Anchor Points	680.00
Maint Bldg--Cleaning--Carpet/Furniture	400.00
Maint Bldg--Fire Protection	7,905.95
Maint Bldg--Fire Protection--Monitoring	1,881.00
Maint Bldg--Lift--Maintenance Contract	4,895.00
Maint Bldg--Lift--Servicing/Repair	5,625.00
Maint Bldg--Plumbing & Drainage	1,230.00
Utility--Gas	3,157.74
Total expenses	25,774.69

Surplus/Deficit	8,314.57
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Opening balance	1,265.96
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Closing balance	\$9,580.53
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# Statement of Financial Position - Group

As at 31/10/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	47,009.84
Owners Equity--Admin	(2,552.93)
	<u>44,456.91</u>
Reserve Fund	
Operating Surplus/Deficit--Reserve	(38,278.82)
Owners Equity--Reserve	72,952.68
	<u>34,673.86</u>
Net owners' funds	<u><u>\$79,130.77</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	66,299.72
Receivable--Levies--Admin	494.31
Receivable--Owners--Admin	317.33
	<u>67,111.36</u>
Reserve Fund	
Cash at Bank--Reserve	47,540.14
Receivable--Levies--Reserve	269.62
Receivable--Owners--Reserve	34.81
	<u>47,844.57</u>
Unallocated Money	
Cash at Bank--Unallocated	377.46
	<u>377.46</u>
Total assets	<u>115,333.39</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	816.69
Prepaid Levies--Admin	21,837.76
	<u>22,654.45</u>
Reserve Fund	
Creditor--GST--Reserve	1,259.20
Prepaid Levies--Reserve	11,911.51
	<u>13,170.71</u>
Unallocated Money	
Prepaid Levies--Unallocated	377.46
	<u>377.46</u>
Total liabilities	<u>36,202.62</u>

Net assets	<u>\$79,130.77</u>
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Apartment Towers

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin

8,314.57

Owners Equity--Admin

1,265.96

9,580.53

Reserve Fund

Operating Surplus/Deficit--Reserve

0.00

0.00

Net owners' funds

\$9,580.53

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin

15,124.65

Receivable--Levies--Admin

508.19

Receivable--Owners--Admin

11.89

15,644.73

Reserve Fund

0.00

Total assets

15,644.73

Less liabilities

Administrative Fund

Creditor--GST--Admin

(516.79)

Prepaid Levies--Admin

6,580.99

6,064.20

Reserve Fund

0.00

Total liabilities

6,064.20

Net assets

\$9,580.53

## Beach Houses

Current period

### Owners' funds

#### Administrative Fund

Operating Surplus/Deficit--Admin

436.52

Owners Equity--Admin

104.00

540.52

#### Reserve Fund

Operating Surplus/Deficit--Reserve

0.00

Owners Equity--Reserve

(9.00)

(9.00)

### Net owners' funds

\$531.52

### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin

756.24

Receivable--Owners--Admin

0.78

757.02

##### Reserve Fund

Cash at Bank--Reserve

(9.00)

(9.00)

#### Total assets

748.02

#### Less liabilities

##### Administrative Fund

Creditor--GST--Admin

(3.50)

Prepaid Levies--Admin

220.00

216.50

##### Reserve Fund

0.00

#### Total liabilities

216.50

### Net assets

\$531.52



REIWA Property Management Team & PPM  
2021 Client Service Agency of the Year.



Licensee: Jackson Properties Pty Ltd  
ACN 104 145 968 | 95 104 145 968  
Licensed Real Estate Agents  
License TC 48310

966 Albany Highway  
East Victoria Park WA 6101  
Phone (08) 9262 0400  
www.empireestateagents.com

## Proposed Levy Schedule to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

### Apartment Towers

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
13	13	16.00	205.33	0.00	205.33	821.32
14	14	20.00	256.67	0.00	256.67	1,026.68
15	15	16.00	205.33	0.00	205.33	821.32
16	16	15.00	192.50	0.00	192.50	770.00
17	17	17.00	218.17	0.00	218.17	872.68
18	18	16.00	205.33	0.00	205.33	821.32
19	19	21.00	269.50	0.00	269.50	1,078.00
20	20	17.00	218.17	0.00	218.17	872.68
21	21	22.00	282.33	0.00	282.33	1,129.32
22	22	16.00	205.33	0.00	205.33	821.32
23	23	16.00	205.33	0.00	205.33	821.32
24	24	18.00	231.00	0.00	231.00	924.00
25	25	17.00	218.17	0.00	218.17	872.68
26	26	22.00	282.33	0.00	282.33	1,129.32
27	27	17.00	218.17	0.00	218.17	872.68
28	28	22.00	282.33	0.00	282.33	1,129.32
29	29	17.00	218.17	0.00	218.17	872.68
30	30	16.00	205.33	0.00	205.33	821.32
31	31	18.00	231.00	0.00	231.00	924.00
32	32	17.00	218.17	0.00	218.17	872.68
33	33	22.00	282.33	0.00	282.33	1,129.32
34	34	16.00	205.33	0.00	205.33	821.32
35	35	21.00	269.50	0.00	269.50	1,078.00
36	36	16.00	205.33	0.00	205.33	821.32
37	37	15.00	192.50	0.00	192.50	770.00
38	38	15.00	192.50	0.00	192.50	770.00
39	39	16.00	205.33	0.00	205.33	821.32
40	40	21.00	269.50	0.00	269.50	1,078.00
41	41	17.00	218.17	0.00	218.17	872.68
42	42	22.00	282.33	0.00	282.33	1,129.32
43	43	16.00	205.33	0.00	205.33	821.32
44	44	16.00	205.33	0.00	205.33	821.32
45	45	16.00	205.33	0.00	205.33	821.32
46	46	16.00	205.33	0.00	205.33	821.32



47	47	22.00	282.33	0.00	282.33	1,129.32
48	48	17.00	218.17	0.00	218.17	872.68
49	49	22.00	282.33	0.00	282.33	1,129.32
50	50	17.00	218.17	0.00	218.17	872.68
51	51	16.00	205.33	0.00	205.33	821.32
52	52	16.00	205.33	0.00	205.33	821.32
53	53	17.00	218.17	0.00	218.17	872.68
54	54	22.00	282.33	0.00	282.33	1,129.32
		750.00	\$9,624.96	\$0.00	\$9,624.96	\$38,499.84

## Proposed Levy Schedule to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

### Beach Houses

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
55	BH1	25.00	27.50	0.00	27.50	110.00
56	BH2	25.00	27.50	0.00	27.50	110.00
57	BH3	25.00	27.50	0.00	27.50	110.00
58	BH4	25.00	27.50	0.00	27.50	110.00
59	BH5	25.00	27.50	0.00	27.50	110.00
60	BH6	25.00	27.50	0.00	27.50	110.00
61	BH7	25.00	27.50	0.00	27.50	110.00
62	BH8	25.00	27.50	0.00	27.50	110.00
63	BH9	25.00	27.50	0.00	27.50	110.00
64	BH10	25.00	27.50	0.00	27.50	110.00
		250.00	\$275.00	\$0.00	\$275.00	\$1,100.00

## Proposed Budget to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

### Administrative Fund

Proposed  
budget

#### Revenue

Levies Due--Admin	120,000.00
Total revenue	120,000.00

#### Less expenses

Admin--Agent Disbursements	500.00
Admin--Auditors--Taxation Services	1,200.00
Admin--Legal & Debt Collection Fees	3,000.00
Admin--Management Fees--AGM	800.00
Admin--Management Fees--Standard	14,050.00
Insurance--Premiums	47,000.00
Maint Bldg--10 Year Building Maintenance	8,000.00
Maint Bldg--Cleaning	16,500.00
Maint Bldg--Cleaning--Windows/Glass	2,800.00
Maint Bldg--General Repairs	10,000.00
Maint Bldg--Plumbing & Drainage	1,500.00
Maint Bldg--Security Surveillance Equipment	5,000.00
Maint Grounds--Gates (Repairs)	5,000.00
Maint Grounds--Lawns & Gardening	3,000.00
Utility--Electricity	5,000.00
Utility--Water & Sewerage	10,000.00
Total expenses	133,350.00

Surplus/Deficit (13,350.00)

Opening balance 44,456.91

Closing balance \$31,106.91

Total units of entitlement 1000

Levy contribution per unit entitlement \$132.00

Budgeted standard levy revenue 120,000.00

Add GST 12,000.00

Amount to raise in levies including GST \$132,000.00

Reserve Fund

Proposed  
budget

Revenue

Levies Due--Reserve	80,000.00
Total revenue	80,000.00

Less expenses

Maint Bldg--Building Maintenance	20,000.00
Maint Bldg--Painting & Surface Finishes	65,000.00
Total expenses	85,000.00

Surplus/Deficit	(5,000.00)
-----------------	------------

Opening balance	34,673.86
-----------------	-----------

Closing balance	\$29,673.86
-----------------	-------------

Total units of entitlement	1000
----------------------------	------

Levy contribution per unit entitlement	\$88.00
--	---------

Budgeted standard levy revenue	80,000.00
--------------------------------	-----------

Add GST	8,000.00
---------	----------

Amount to raise in levies including GST	\$88,000.00
---	-------------

Beach Houses

Administrative Fund

Proposed  
budget

Revenue

Levies Due--Admin	1,000.00
Total revenue	1,000.00

Less expenses

Maint Bldg--General Repairs	1,000.00
Total expenses	1,000.00

Surplus/Deficit	0.00
-----------------	------

Opening balance	540.52
-----------------	--------

Closing balance	\$540.52
-----------------	----------

Total units of entitlement	250
----------------------------	-----

Levy contribution per unit entitlement	\$4.40
--	--------

Budgeted standard levy revenue	1,000.00
--------------------------------	----------

Add GST	100.00
---------	--------

Amount to raise in levies including GST	\$1,100.00
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Apartment Towers

Administrative Fund

Proposed  
budget

Revenue

Levies Due--Admin	35,000.00
Recovery--Gas	2,000.00
Total revenue	37,000.00

Less expenses

Maint Bldg--Anchor Points	750.00
Maint Bldg--Cleaning--Carpet/Furniture	1,000.00
Maint Bldg--Electrical	700.00
Maint Bldg--Fire Protection	15,000.00
Maint Bldg--Lift--Maintenance Contract	8,000.00
Maint Bldg--Lift--Servicing/Repair	9,483.00
Utility--Gas	2,300.00
Total expenses	37,233.00

Surplus/Deficit (233.00)

Opening balance 9,580.53

Closing balance \$9,347.53

Total units of entitlement 750

Levy contribution per unit entitlement \$51.33

Budgeted standard levy revenue 35,000.00

Add GST 3,500.00

Amount to raise in levies including GST \$38,500.00

## Proposed Levy Schedule to apply from 01/11/2024

The Owners of The Elements, South Beach -  
Strata Scheme 59768

Elements, 25 O'Connor Close, NORTH COOGEE WA  
6163

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
13	13	16.00	528.00	352.00	880.00	3,520.00
14	14	20.00	660.00	440.00	1,100.00	4,400.00
15	15	16.00	528.00	352.00	880.00	3,520.00
16	16	15.00	495.00	330.00	825.00	3,300.00
17	17	17.00	561.00	374.00	935.00	3,740.00
18	18	16.00	528.00	352.00	880.00	3,520.00
19	19	21.00	693.00	462.00	1,155.00	4,620.00
20	20	17.00	561.00	374.00	935.00	3,740.00
21	21	22.00	726.00	484.00	1,210.00	4,840.00
22	22	16.00	528.00	352.00	880.00	3,520.00
23	23	16.00	528.00	352.00	880.00	3,520.00
24	24	18.00	594.00	396.00	990.00	3,960.00
25	25	17.00	561.00	374.00	935.00	3,740.00
26	26	22.00	726.00	484.00	1,210.00	4,840.00
27	27	17.00	561.00	374.00	935.00	3,740.00
28	28	22.00	726.00	484.00	1,210.00	4,840.00
29	29	17.00	561.00	374.00	935.00	3,740.00
30	30	16.00	528.00	352.00	880.00	3,520.00
31	31	18.00	594.00	396.00	990.00	3,960.00
32	32	17.00	561.00	374.00	935.00	3,740.00
33	33	22.00	726.00	484.00	1,210.00	4,840.00
34	34	16.00	528.00	352.00	880.00	3,520.00
35	35	21.00	693.00	462.00	1,155.00	4,620.00
36	36	16.00	528.00	352.00	880.00	3,520.00
37	37	15.00	495.00	330.00	825.00	3,300.00
38	38	15.00	495.00	330.00	825.00	3,300.00
39	39	16.00	528.00	352.00	880.00	3,520.00
40	40	21.00	693.00	462.00	1,155.00	4,620.00
41	41	17.00	561.00	374.00	935.00	3,740.00
42	42	22.00	726.00	484.00	1,210.00	4,840.00
43	43	16.00	528.00	352.00	880.00	3,520.00
44	44	16.00	528.00	352.00	880.00	3,520.00
45	45	16.00	528.00	352.00	880.00	3,520.00
46	46	16.00	528.00	352.00	880.00	3,520.00

47	47	22.00	726.00	484.00	1,210.00	4,840.00
48	48	17.00	561.00	374.00	935.00	3,740.00
49	49	22.00	726.00	484.00	1,210.00	4,840.00
50	50	17.00	561.00	374.00	935.00	3,740.00
51	51	16.00	528.00	352.00	880.00	3,520.00
52	52	16.00	528.00	352.00	880.00	3,520.00
53	53	17.00	561.00	374.00	935.00	3,740.00
54	54	22.00	726.00	484.00	1,210.00	4,840.00
55	BH1	25.00	825.00	550.00	1,375.00	5,500.00
56	BH2	25.00	825.00	550.00	1,375.00	5,500.00
57	BH3	25.00	825.00	550.00	1,375.00	5,500.00
58	BH4	25.00	825.00	550.00	1,375.00	5,500.00
59	BH5	25.00	825.00	550.00	1,375.00	5,500.00
60	BH6	25.00	825.00	550.00	1,375.00	5,500.00
61	BH7	25.00	825.00	550.00	1,375.00	5,500.00
62	BH8	25.00	825.00	550.00	1,375.00	5,500.00
63	BH9	25.00	825.00	550.00	1,375.00	5,500.00
64	BH10	25.00	825.00	550.00	1,375.00	5,500.00
		1,000.00	\$33,000.00	\$22,000.00	\$55,000.00	\$220,000.00





Issue date: 01 November 2024

## Certificate of Insurance

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

INSURED:	The Owners of Strata Plan 59768	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	25 O'CONNOR CLOSE, NORTH COOGEE, WA 6163	
SECTION 1:	<b><u>Property - Physical Loss, Destruction or Damage</u></b> Buildings - \$21,186,743.00 Common Contents - \$171,889.00	
SECTION 2:	<b><u>Voluntary Workers Personal Accident</u></b> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<b><u>Office Bearers' Liability</u></b> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<b><u>Fidelity Guarantee</u></b> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<b><u>Machinery Breakdown</u></b> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<b><u>Public Liability</u></b> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<b><u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u></b> <b>(a) Taxation and Audit Costs</b> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  <b>(c) Legal Defence Expenses</b> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20200531	
PERIOD OF INSURANCE:	1 November 2024 expiring on 01 November 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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



REIWA Property Management Team & PPM  
2021 Client Service Agency of the Year.



Licensee: Jackson Properties Pty Ltd  
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East Victoria Park WA 6101  
Phone (08) 9262 0400  
www.empireestateagents.com

## Notice of Levies Due in August 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

### Tax Invoice

Issued 07/07/2025 on behalf of:

The Owners of The Elements, South Beach - Strata  
ABN 71565865895

Elements

25 O'Connor Close  
NORTH COOGEE WA 6163

for Lot 57 Unit BH3  
Catherine Anne & David Reynolds  
Elements Beach House  
BH3/25 O'Connor Close  
NORTH COOGEE WA 6163

C & D I  
Elements  
3/25 O' Connor Close  
NORTH COOGEE WA 6008

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Sinking Fund	
01/08/2025	Admin & Reserve Levy (General) 01/08/2025 - 31/10/2025	790.62	550.00	1,340.62
01/08/2025	Admin Levy ( BH) 01/08/2025 - 31/10/2025	27.50	0.00	27.50
Total levies due in month		818.12	550.00	1,368.12

Total of this levy notice 1,368.12 (including \$124.37 GST)

Levies in arrears 0.00

Interest on levies in arrears 0.00

Outstanding owner invoices 0.00

Subtotal of amount due 1,368.12

Prepaid 0.00

Total amount due \$1,368.12

Late Payment: Section 100 of the Strata Titles Act 1985 provides for interest on unpaid levies to be charged at 11.00% p.a.

Cheques should be made payable to 'Empire Estate Agents Trust Account TC48310'

Levy Payment due 01/08/2025

IMPORTANT! Australia Post are NO longer accepting cash payments in all outlets. Australia Post will only accept EFTPOS, cheque or money orders, which may incur an additional \$2.75 DEFT Processing Fee.



**DEFT**  
PAYMENT SYSTEMS

\*Registration is required for payments from cheque or savings accounts. Please complete registration at [www.deft.com.au](http://www.deft.com.au). You do not need to re-register for the internet service if already registered.

C & D

Strata Scheme 59768

Lot 57

Unit BH3



Pay over the Internet from your Bank account. Register at [www.deft.com.au](http://www.deft.com.au)



Credit card payments can be made over the internet. Log onto [www.deft.com.au](http://www.deft.com.au) and follow the instructions. A surcharge will be applicable if you use this option



Post Billpay

Pay in-store at Australia Post by cheque or EFTPOS.

Billers code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: [www.bpay.com.au](http://www.bpay.com.au)

Empire Strata Management

DEFT Reference Number

30321704632468

Amount Due

\$1,368.12

Due Date

01/08/2025

Amount Paid

\$




\*496 303217046 32468

+303217046 32468

<

000136812<3+

OFFICE USE ONLY
<b>O667585 SB</b>
11 Mar 2021 08:30:00 Midland


(INSERT DOC TYPE HERE)

LODGED BY	STRATA TITE
ADDRESS	CONSULTANCY
PHONE No.	1 RIVERINA DRIVE
FAX No.	Ascot works boy
REFERENCE No.	
ISSUING BOX No.	9992

PREPARED BY	
ADDRESS	
PHONE No.	FAX No.
REFERENCE No.	

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

--

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

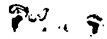
1. Letter	Received Items
2.	Nos. 17
3.	
4.	
5.	Receiving Clerk 85
6.	

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



EXAMINED





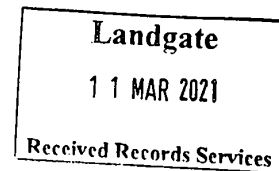
## STRATA TITLE CONSULTANCY SERVICES PTY LTD

Specialists in Strata Title Advice

1 RIVERINA DRIVE  
ASCOT WATERS 6104

mobile 0408 909 886  
email [info@strata-consultancy.com.au](mailto:info@strata-consultancy.com.au)

Registrar of Titles  
PO Box 2222  
Midland  
6936



Dear Sir/Madam,

Please find the enclosed document for lodgement and registration –

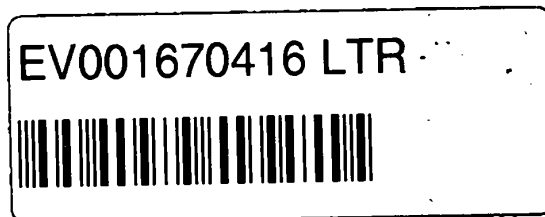
Application to Consolidation Scheme By-laws

SP 59768

Enclosed cheque for \$178.20

Yours sincerely

Ron  
9<sup>th</sup> March 2021



— 2 —

SB

## Scheme By-laws – First Consolidation

*Strata Titles Act 1985*

Part 4 Division 4

Strata Plan Number **59768**

The Owners of **ELEMENTS SOUTH BEACH, STRATA PLAN NO. 59768** (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 **8/12/2020** and closed on **5/01/2021** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☐ **amendments/** ☒ **repeal**<sup>2</sup> to the Governance by-laws were made as detailed here.

Schedule 1 by-laws 1 to 56 contained in Management Statement M744691 are repealed and replaced with by-laws 1 to 15 that include the standard by-laws

The following by-law is added –

#### **14. STRATA COMPANY'S FINANCIAL YEAR**

For the purposes of the strata company's accounting and auditing requirements the financial year will commence on the 1<sup>st</sup> November of one year and finish on 31<sup>st</sup> October the following year.

#### **15. WATER AND GAS CHARGES**

The owners acknowledge and agree the strata company is entitled to apportion the costs of water and gas consumption for the parcel in accordance with the unit entitlements of the lots and include this cost in the administration fund.

<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 Plan 12345.

<sup>2</sup> Select one.



Approved Form 2020-43914  
Effective for use from: 15/07/2020

☒ and / ☐ or<sup>2</sup>

By special resolution, the voting period for which opened on **8/12/2020** and closed on **5/01/2021** (and which must be registered within 3 months from closing date) the ☒ **additions**/ ☐ **amendments**/ ☐ **repeal**<sup>2</sup> to the Conduct by-laws were made as detailed here.

Schedule 1 by-laws 1 to 38 are added and include some of the standard Schedule 2 by-laws

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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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.



**Part 3 – Consolidated By-laws of Scheme Number: 59768**

**Governance By-Laws**

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**1. DEFINITIONS**

The following words have these meanings in the Schedule 1 By-laws whether appearing in capitals or not unless the contrary intention appears:

"Commercial Lot" means a lot which is not a Residential Lot and is intended for commercial use;

"Facilities" means all the facilities in or about the Common Property intended for the use and enjoyment of Owners and including but not limited to the swimming pool;

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

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

"Land" means all the land comprised in the strata plan;

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

"Premises" means the owner's lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

"Rules" means the rules adopted by the strata company from time to time pursuant to By-law 40 of the Schedule 1 by-laws;

"Waste Management Plan" means the Waste Management Plan annexed hereto and marked "MS 1

## 2. DUTIES OF OWNER

(1) The owner of a lot must —

(a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;

maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must —

(a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and

(b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

## 3. Deleted by Strata Titles Amendment Act 2018

## 4. POWER OF STRATA COMPANY REGARDING SUBMETERS

(1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.

(2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.

(3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.

(4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

## 5. CONSTITUTION OF COUNCIL

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

authorities, functions or powers of the council.

(1) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

(2) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.

(3) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.

(6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.

(9) A member of the council vacates office as a member of the council —

- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
- (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
- (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
- (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
- (e) if the member is removed from office under sub-by-law (8); or
- (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

(10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

(11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.

(12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum

of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

(13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

## **6. ELECTION OF COUNCIL AT GENERAL MEETING**

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

(1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.

(2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.

(3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —

- (a) in writing, and furnished to the chairperson at the meeting; or
- (b) orally by a nominee who is present at the meeting in person or by proxy.

(4) When no further nominations are forthcoming, the chairperson —

- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
- (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

(5) If a ballot is to be held, the chairperson must —

- (a) announce the names of the candidates; and
- (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.

(6) A person who is entitled to vote must complete a valid ballot form by —

- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
- (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
- (c) signing the ballot form; and
- (d) returning it to the chairperson.

(7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.

(8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes are to be declared elected to the council.

(9) If the number (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and —

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

## **7. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL**

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

(2) A person —

(a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and (b) may be appointed to 1 or more of those offices.

(3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens —

- (a) the person ceases to be a member of the council under by-law 4(9);
- (b) receipt by the strata company of a written notice of the person's resignation from that office;
- (c) another person is appointed by the council to hold that office.

(3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

(4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

## **8. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY**

(1) Subject to sub-by-law (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

(2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

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

## **9. MEETINGS OF COUNCIL**

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may —
- (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
  - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
  - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the Strata Titles Act 1985 section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

## **10. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY**

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

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

## **11. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY**

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

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



## 12. EXCLUSIVE USE

(1) In this by-law "exclusive use property" means every portion of common property comprising:

- (a) decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to an owner's lot; and
- (b) that portion of the common property required for an air conditioning system approved by the strata company in accordance with Schedule 2 by-law 8.

(2) The strata company grants to each owner who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the owner's lot.

(3) The strata company may withdraw the exclusive use rights or any part thereof described in this by-law if, 7 days after service of a written notice from the strata company an owner fails to maintain and repair or replace the exclusive use property in accordance with Schedule 2 by-law 9 or fails to remove an air conditioning system in accordance with Schedule 2 by-law 8.

(4) Should an owner fail to comply with a notice served by the strata company pursuant to Schedule 1 by-law 8 then the strata company may at the owner's cost enter the owner's lot or their premises for the purpose of maintaining and repairing or replacing the owners exclusive use property.

## 13. LEVIES

(1) For the purpose of levying contributions for administrative expenses on owners this by-law shall apply in lieu of that for the method provided in Section 100(1) of the Act.

(2) In this By-law:

"Apartment Expenses" means those administrative expenses which relate wholly or predominantly to the Apartment Lots;

"Apartment Lots" means all the lots of the Strata Plan other than the Beach House Lots;

"Apartment Owner" means the owner of an Apartment Lot;

"Beach House Expenses" means those administrative expenses which relate wholly or predominantly to the Beach House Lots;

"Beach House Lots" means Lots 55 to 64 inclusive of the Strata Plan and Beach House Lot means any one of them;

"Beach House Owner" means the owner of a Beach House Lot;

"General Expenses" means all those administrative expenses which are not Beach House Lot expenses.

(3) The strata company may prepare separate levy contributions to recover administrative expenses in respect of:

- (a) the Apartment Lots; and
- (b) the Beach House Lots.

(4) If the preceding by-law applies then the strata company will levy contributions for administrative expenses as follows:

(a) Apartment Owners and Beach House Owners shall pay the general expenses in proportion to the



unit entitlement of their respective lots;  
(b) only the Apartment Owners shall pay the Apartment Expenses.

(5) For the purposes of this By-law an Apartment Owner will pay so much of the Apartment Expenses divided by the total unit entitlement of all the Apartment Lots as shown on the strata plan and then multiplied by the unit entitlement of the Apartment Owners as shown on the strata plan.

(6) For the purposes of this by-law a Beach House Owner will pay so much of the Beach House Expenses divided by the total unit entitlement of all the Beach House Lots as shown on the strata plan and then multiplied by the unit entitlement of the Beach House Owners as shown on the strata plan.

#### **14. STRATA COMPANY'S FINANCIAL YEAR**

For the purposes of the strata company's accounting and auditing requirements the financial year will commence on the 1<sup>st</sup> November of one year and finish on 31<sup>st</sup> October the following year.

#### **15. WATER AND GAS CHARGES**

The owners acknowledge and agree the strata company is entitled to apportion the costs of water and gas consumption for the parcel in accordance with the unit entitlements of the lots and include this cost in the administration fund.



## Conduct By-Laws

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## 1. USE OF COMMON PROPERTY

An owner or occupier of a lot must —

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

## 2. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

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

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

## 3. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY

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

## 4. DRYING OF LAUNDRY ITEMS

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

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or

## 5. NOTICE OF ALTERATION TO LOT

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

## **6. APPEARANCE OF LOT**

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

## **7. DECORATION OF, AND AFFIXING ITEMS TO, INNER SURFACE OF LOT**

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

## **8. INDIVIDUAL AIR CONDITIONING SYSTEMS**

(1) No owner shall affix any air conditioning system without the prior written approval of the council which approval can be withheld if, in the sole opinion of the council, the proposed air conditioning system is or is likely to be either:-

- (a) so noisy as to cause a disturbance to adjoining owners; or
- (b) of such a size and colour as not to be in harmony with the external appearance of the scheme.

(2) Without prejudice to the generality of Schedule 2 by-law 8(1) in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the owner shall within 7 days of service of a written notice from the strata company either:

- (a) remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed at the time the air conditioning system was installed; or
- (b) subject to complying with Schedule 1 by-law 12 and Schedule 2 by-law 8 replace the air conditioning system.

(3) Should an owner:

- (a) fail to repair and maintain the air conditioning system pursuant to Schedule 2 by-law 9.
- (b) fail to remove the air conditioning system after receiving written notice from the strata company pursuant to by-law 12(3) of the Schedule 1 by-laws, then the strata company may enter the owner's lot or their premises and:
- (c) repair and maintain the air conditioning system at the cost of the owner; or
- (d) remove the air conditioning system and reinstate and restore the common property at the cost of the owner and withdraw the exclusive use rights granted to an owner over that portion of the common property required for the air conditioning system granted pursuant to this by-law 8.

## **9. REPAIR AND MAINTENANCE OF PREMISES**

An owner shall at the owner's cost:

- (a) maintain their premises in a good state of repair and condition.
- (b) maintain their premises in a clean condition free from all vermin and insects.
- (c) replace in a timely fashion all those parts of their premises which are beyond repair or which may become a nuisance or a hazard.

## **10. BEHAVIOUR**

(1) An owner of a lot shall not:

- (a) use their premises or any part of the common property for any purpose which may be a breach

of the by-laws, the regulations or by-laws of the local authority or any other governmental regulation or law;

(b) use their premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a residential complex.

(c) obstruct the lawful use of the common property (other than their exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than their exclusive use property) to any person lawfully using the same;

(d) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;

(e) make undue noise in or about their premises or the common property that disturbs any other person or that contravenes the regulations, or by-laws of the local authority or any other governmental regulation or law.

(f) permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control.

(g) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property.

(h) be inadequately or inappropriately clothed when upon common property;

(i) ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property.

(j) without the written consent of the strata company, maintain within their premises anything visible from outside their premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;

(k) allow the escape of water from the owners' garden or balconies in or on any adjacent lot.

## **11. VEHICLES**

(1) Neither an owner or occupier of a lot or their invitee shall:

(a) drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the scheme.

(b) conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot.

(c) use a designated parking bay for any purpose other than parking one motor vehicle.

(d) park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company.

(f) use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft, or commercial vehicle.

(g) park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common.

## **12. RESPONSIBILITY FOR OWNER'S OR OCCUPIER'S INVITEES**

An owner or occupier of a lot shall:

(a) take reasonable steps to ensure that the owner's or occupier's invitees observe and comply with the by-laws and the rules and if the owner is unable to ensure such compliance then the owner upon written notice from the strata company must take reasonable steps to have the owner's or occupier's invitees leave the scheme;

(b) compensate the strata company for any damage, loss, expense, or claim occasioned by the strata company and caused or contributed to by the owner's or occupier's invitees.



### 13. USE OF PREMISES

(1) Subject to this an owner of a residential lot may only use his lot as a residence and the owner of a Commercial Lot may only use their lot for commercial purposes.

(2) Notwithstanding the Schedule 1 by-law 16(1) an owner of a residential lot may:

- (a) grant occupancy rights in respect of their lot to residential tenants.
- (b) conduct business from their lot so long as:
  - (i) the owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
  - (ii) the conduct of the business from the lot does not breach any local authority By-law or regulation;
  - (iii) the conduct of the business does not cause any inconvenience to the owners of other lots;
  - (iv) the business does not involve the manufacture, storage or vending of goods.

(3) Notwithstanding By-law 16(1) the original owner of the land may use any lot owned by the original owner for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme.

(4) If an owner grants occupancy rights in respect of their lot he shall:

- (a) promptly provide the council with the full name of each occupier.
- (b) give each occupier a copy of the By-laws and the rules (if any) at the commencement of the occupation; and
- (c) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the by-laws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the owner to terminate the occupancy agreement with the occupier.

### 14. ALTERATIONS TO LOT

(1) An owner of a lot shall not commence any structural alterations building or associated works of any kind to their lot before he has:

- (a) obtained all the necessary approvals and permits of the local authority.
- (b) obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act.
- (c) given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to by-law 18(1)(a);
- (d) indemnified the strata company in respect of any cost, expense or liability that may be incurred by the strata company consequent upon the owner undertaking the structural alterations, building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the owner.

(2) In causing or allowing any structural alterations building or associated works of any kind to be carried out on their lot, an owner shall ensure:

- (a) that all tradesman's vehicles are parked, stored, or kept within that part of the owner's lot intended for use as a car parking bay;

- (b) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- (c) that no security door or gate within the scheme remains open while the works are carried out;
- (d) that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- (e) that access to or egress from the owners lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or in the absence of the caretaker, the strata company manager;
- (f) that no noxious or offensive activity shall be carried on upon their lot between the hours of 5:00 pm and 8:30 am, or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots or which shall in any way interfere with the quiet enjoyment of other owners and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this by-law;
- (g) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris, and other materials from the lot.

#### **15. BLOCKAGE OF DRAINAGE PIPES**

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

(2) Any cost incurred by the strata company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of by-law 19(1) shall be borne by the owner whether the same is caused by their own actions or those of the owner's invitees.

#### **16. OWNER TO ADVISE OF DEFECTS**

(1) An owner shall give the caretaker or, in the absence of the caretaker, the strata company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within their lot or premises or the common property which comes to their knowledge.

(2) The strata company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.

#### **17. DAMAGE TO COMMON PROPERTY**

Should any damage be caused to any part of the common property by any owner or owner's invitees then the owner shall be responsible for the cost to the strata company of making good such damage.

#### **18. INSTRUCTING CONTRACTORS BY OWNERS**

(1) Neither an owner nor an owner's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager,

(2) If an owner or owner's invitees instructs a contractor or workmen without authorisation the owner shall be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.



## 19. GARBAGE DISPOSAL

(1) Owners acknowledge that rubbish bin collection arrangements are as specified in the Waste Management Plan approved by the Local Authority for the scheme and owners are required to follow the requirements of the approved Waste Management Plan (Annexure MS 1).

(2) An owner shall:

- (a) use any garbage disposal system installed in or operated within the scheme to remove garbage, trash or other waste associated with their lot;
- (b) comply with all local government authority by-laws and ordinances relating to garbage disposal;
- (c) ensure that any waste that is transported and placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions; and
- (d) ensure that the health, hygiene and comfort of others present in the scheme is not adversely affected in doing so.

(3) This by-law cannot be varied, modified or revoked without the prior written approval of the Local Authority.

## 20. SIGNS

(1) No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any). Nothing in this By-law shall prevent the original owner from displaying 'For Sale' signs within the scheme so long as the original owner is the owner of a lot within the scheme.

(2) The owner may install a sign on the exterior of a Commercial Lot:

- (a) limited to the commercial owners' trading name, the description of its business and the commercial owners' trademark or insignia.
- (b) the size of the sign shall not exceed the dimensions approved by the Council.
- (c) in a style substantially similar to signs on other commercial premises in the vicinity;
- (d) with painted or plastic characters which are not moving, flashing or animated.

(3) Any signs or notices installed by the owner of a Commercial Lot shall be maintained by the owner of the Commercial Lot in good repair and condition at all times.

(4) Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

## 21. ANTENNA

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

## 22. PETS

In this by-law:

"Building" means the building the subject of the strata plan;

"Excluded Dog" means:

- (a) a pit bull terrier.
- (b) an American pit bull terrier;

- (c) a dogo argentino;
  - (d) a fini breasileiro;
  - (e) Japanese tosa;
  - (f) any other outcross;
  - (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
  - (h) an unregistered or dangerous dog under the Dog Act 1976;
- "Small Dog" means any breed of dog which:
- (a) at its full-grown size does not exceed 10 kilos; and
  - (b) is not an Excluded Dog.
- (1) An owner or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
- (2) An owner or occupier of a Residential Lot may keep, without the consent of the strata company:
- (a) fish, in an enclosed aquarium;
  - (b) one (1) caged bird;
  - (c) one (1) Small Dog;
  - (d) one (1) cat.
- (3) An owner or occupier of a Residential Lot must obtain the prior written consent of the council of the strata company before that owner or occupier keeps:
- (a) any other type of animal including a dog which is not a Small Dog;
  - (b) more than one (1) dog, cat, caged bird or combination thereof at the same time;
- (4) If an owner or occupier of a Residential Lot keeps an animal then the owner or occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that owner's or occupier's Residential Lot;
  - (b) must ensure that the animal is not at any time within the common property except for the purpose of access to and from the owner's or occupier's Residential Lot;
  - (c) must ensure that, when in or on any part of the common property, the animal is at all times held by the owner or occupier;
  - (d) is liable to the owners and occupiers and each other person lawfully in the Building or in or about the common property for:
    - (i) any noise which is disturbing to an extent which is unreasonable;
    - (ii) for damage to or loss of property or injury to any person caused by the animal; and
    - (iii) is responsible for cleaning up after the animal has used any part of the common property.
- (5) This by-law:
- (a) applies to any person in a lot or on common property with the express or implied consent of the owner or occupier of that lot; and
  - (b) does not prevent the keeping of a dog used as a guide dog or hearing dog.
- (6) Without affecting the strata company's rights under the Act, the strata company may issue a notice cautioning the owner or occupier of a Residential Lot in respect of a breach of any of the provisions of this by-law including (without limitation) where an owner's or occupier's animal causes



or is causing:

- (a) any noise which is disturbing to an extent which is unreasonable; or
- (b) damage to or loss of property or injury to any person.

(7) A further breach under this by-law after a notice has been served on an owner or occupier of a lot under its by-law will entitle the strata company to require the immediate removal of the animal from the building.

(8) The owner will:

- (a) be responsible for the health, hygiene, control and supervision of any animal in their care;
- (b) prevent any animal from consistently making a noise or behaving in a manner which disturbs the owners or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the owner or the owners invitee by the council;
- (c) not keep any animal on their lot if:
  - (i) the keeping of the animal breaches any regulation or by-law of the local authority;
  - (ii) they have failed to comply with a notice given by the council pursuant to its by-law;
  - (iii) they have within a twelve (12) month period received three notices issued under its by-law, in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

### **23. TEMPORARY BUILDING**

(1) No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the strata company.

(2) No garage, trailer, camper\* motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

### **24. MOVING FURNITURE**

Neither an owner nor a owner's invitees shall move any furniture or large object through or within the scheme unless they have first given to the strata company sufficient notice of their intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.

### **25. FLOOR COVERINGS**

An owner shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the owners of other lots.

### **26. WINDOWS**

(1) An owner shall keep clean all glass in and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the owner.

(2) If an owner installs curtains then the back of the curtain must be coloured white.

### **27. DRYING**

Neither an owner or occupier of a lot, except with the prior written consent of the strata company

hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.

## **28. STORAGE OF INFLAMMABLE LIQUIDS**

Neither an owner or occupier or their invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **29. FLOOR LOADING**

Neither an owner or occupier of a lot shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

## **30. USE OF CAR BAYS**

An owner of a lot shall not:

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

## **31. 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) the affixing of external aerials;
- (b) the affixing of solar hot water systems;
- (c) the affixing of electrical solar panels;
- (d) the affixing of externally mounted air conditioners;
- (e) visitors' vehicle parking;
- (f) security;
- (g) use of stairways and passageways;
- (h) approval for keeping pets;
- (i) rubbish collection;
- (j) advertising and signs;
- (k) charges relating to the security system and security keys;
- (l) use of the Facilities.

(2) An owner or occupier or their invitees will comply at all times with the rules.

## **32. INSURANCE RATES**

(1) Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the strata company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.

(2) If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any owner the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those owners having possession or control or

the use or benefit of any such machines appliances or things.

### **33. RECOVERY OF COSTS BY STRATA COMPANY**

(1) If the owner of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 100(1) or section 100(2) of the Act or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the owner (including proceedings in any Court of competent jurisdiction), all costs incurred in taking such action including, but not limited to:

(a) strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;

(b) legal costs on an indemnity basis; and

(c) debt recovery agency's costs, are an administrative expense of the strata company and become a debt due and payable by the owner to the strata company. and shall be recoverable by the strata company when recovering due levies.

(3) It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.

(4) The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the owner in respect of whom the legal fees have been incurred a copy of that invoice upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the owner shall forthwith make payment thereof to the strata company.

(5) A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from an owner, shall be conclusive evidence of the amount due and payable by the owner for which amount judgment may be entered against the owner in any Court of competent jurisdiction.

(6) Simple interest at the prescribed rate shall be payable by the owner to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by this by-law and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue

(7) In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from an owner and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 100(1)(c)(ii) of the Act on the owner in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this by-law.

### **34. SECURITY AND FIRE SAFETY**

(2) An owner must not do or permit anything to be done which may prejudice the security or safety of all buildings or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.

(2) The strata company may restrict access to:

(a) the car parking areas by means of a proximity card reader system; and  
(b) parts of all buildings by means of a proximity card reader system or security key,  
for the purposes of securing all buildings and the common property from intruders and to preserve  
the safety of the building from fire or other hazards.

(3) The owners will be issued with two access devices. Further access devices can be obtained  
from the council at the council's discretion.

(4) An owner is responsible in making available security access devices to any other person and  
must take all reasonable steps to ensure that any person provided with security access complies  
with this By-law.

(5) No owner or person in possession of security devices may duplicate or permit the duplication of  
such devices and will take all reasonable steps to prevent their loss or transfer.

(6) An owner or occupier of a lot must immediately notify the strata manager if any security device is  
lost or destroyed.

(7) An owner or occupier of a lot shall not:

- (a) interfere with any safety equipment;
- (b) obstruct any fire escape or fire stair well; or
- (c) use any fire safety equipment except in the case of an emergency and then in accordance with  
the purpose for which the fire safety equipment is designed.

### **35. SMOKING**

(1) No owner or occupier or their invitee shall smoke in any portion of the Building comprising  
common property.

(2) Any owner who breaches this By-law or permits a breach of that By-law will indemnify the Strata  
Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted  
to the Building being activated by reason of the breach of this By-law.

### **36. VISITOR PARKING**

In this by-law "Visitor Parking Bay" means those car parking bays situate within the common  
property of the scheme and identified as for visitor parking.

(1) The Visitor Parking Bays must only be used by visitors for temporary parking purposes while  
visiting the scheme

(2) No owner may use the Visitor Parking Bays for parking at any time.

### **37. DISABLED PARKING**

In this by-law "Disabled Parking Bay" means those car parking bays situated within the common  
property of the scheme and identified as for disabled parking.

(1) The Disabled Parking Bays must only be used by disabled visitors for temporary parking  
purposes while visiting the scheme.

(2) No owner may use the Disabled Parking Bays for parking at any time.

### **38. SECURITY ACCESS DEVICES**

#### **Access Device**

(1) The owners will be issued with two access devices. Further access devices can be obtained from the council at the council's discretion.

#### **Replacement of Access Device**

(2) The council will only issue replacement security access devices to an owner who satisfies the council that the original security access device issued to the owner has been lost or destroyed. When a replacement security access device is issued the original security access device will be cancelled.



Approved Form 2020-43514  
Effective for use from: 15/07/2020

**ATTACHMENT "MS10"**  
**Waste Management Plan**

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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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# ELEMENTS

## WASTE MANAGEMENT PLAN

A report prepared for the City of Cockburn's Waste Management Department to demonstrate how waste at Elements apartments will be managed

DRAFT

4-11-2013 Waste Management Plan Elements V7 (2)

**PINDAN**  
BUILDING ON PARTNERSHIPS

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Waste Management Plan: Elements Apartments, North Coogee

### Report Purpose

This report has been created for the City of Cockburn Waste Management Department as a part of the Development Application for 25 O'Connor Close (Lot 119 and 120), North Coogee. The objective of this report is to show how Waste Management will be handled at the specified development in accordance with City of Cockburn's Waste Management in Multiple Unit Developments Policy (APD70).

### Subject Development

The development at 25 (Lot 119 and 120) Shoalwater Street, North Coogee herein shall be referred to as Elements. The development has 52 residences comprising of: 10 three bedroom townhouses, plus 42 Apartments comprising 27 one bedroom and 15 two bedroom apartments.

### Bin Store

#### Location and Description

The bin stores are located within the undercroft car parks of the apartment component of the development and readily accessible to all occupants.

The bin stores will have solid block work walls with concrete floors that are graded to a floor waste connected to sewer. The bin stores have been designed to have appropriate drainage and a hose connection for cleaning of the store and bins as required by the contracted care taker. The bin store is accessed via a double door gate and a single door gate.

The bin stores will be naturally vented with both signage and lighting being provided in accordance with Australian standards.

Two bin stores are provided that are 7.15m long by 2.25m wide providing 16.0m<sup>2</sup> of bin store space each (total 36.0m<sup>2</sup>). In addition each townhouse will be provided with 2

4-11-2013 Waste Management Plan Elements V7 (2)

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Waste Management Plan: Elements Apartments, North Coogee

bins amounting to a further 20.0m<sup>2</sup> of bin store space. The total bin store provision for the site is 56.0m<sup>2</sup> which is in excess of Council's Policy requirements.

### Waste Capacity

Analysis on waste generated by multiple dwellings shows that high density dwellings produce around 5.5kg of non recyclable waste per week and approximately 3kg of recyclables per week, which equates close to one third of waste and recycling produced from a single stand alone house. Typical stand alone houses in Cockburn typically have one 240-litre waste bin and one 240-litre recycle bin. Based on this, the Elements development requirement and provision of bins is as follows:

	Dwelling Yield	Bins
1/3 Requirement for Elements	52	34.7
Actual Provision at Elements	52	36

Each bin store is capable of housing a minimum of 18 bins, totalling 36 and a further 20 bins are accommodated in the townhouse courtyards. The diagram below demonstrates the bin allocation for the site.

### Waste Flow

Residents will be responsible for placing their rubbish in the appropriate bins (general waste or recycle). The complex's caretaker will have responsibility for the tidiness and cleanliness of the bin store and for ensuring empty bins are located closest to the entry. The caretaker will also be responsible for presenting full bins outside the bin store on collection day.

The City of Cockburn Waste Collection Waste Truck will enter from O'Connor Close through the security gates in forward gear. The truck will make a right hand turn at the T-junction accessing the first bin store to the left. The truck will then be able follow the access way around the car park before reaching the final bin store, on the left, before leaving the complex in forward gear.

The turning template from the City of Cockburn on the diagram below (Figure 1) shows the truck movement around the access way, in forward gear, accessing both bin stores.

4-11-2013 Waste Management Plan Elements V7 (2)

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



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Effective for use from: 15/07/2020

Waste Management Plan: Elements Apartments, North Coogee

City of Cockburn Waste Truck access minimum requirements will be met in respect of  
providing a minimum clearance height of 2.4m.

4-11-2013 Waste Management Plan Elements v7 (2)



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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.



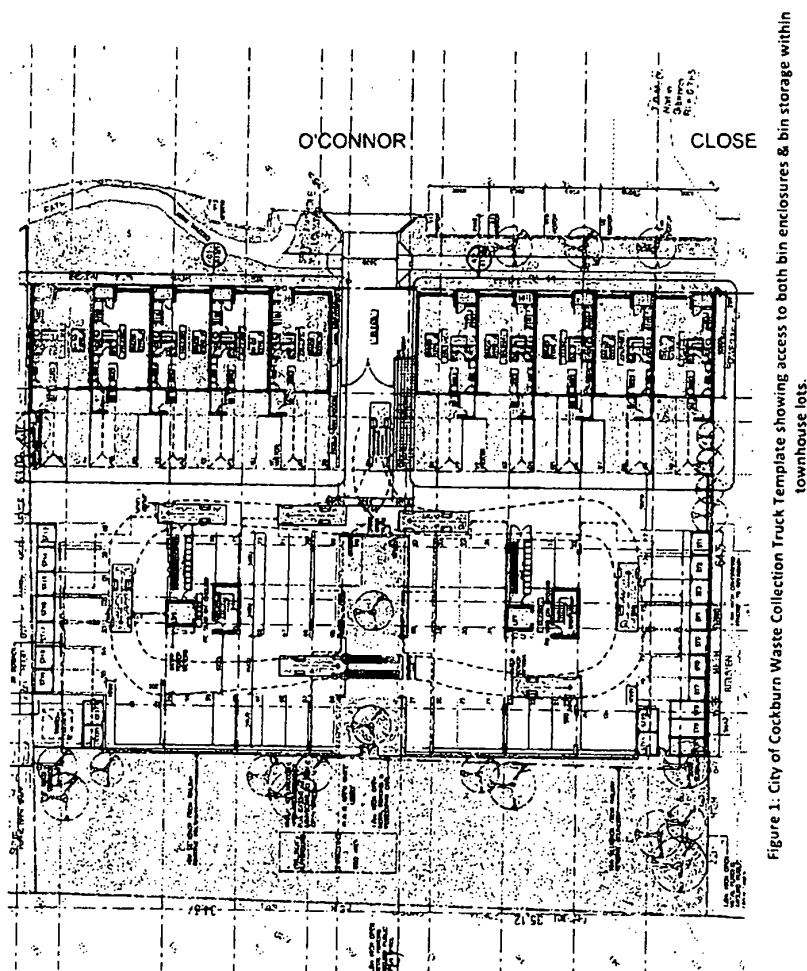


Figure 1: City of Cockburn Waste Collection Truck Template showing access to both bin enclosures & bin storage within townhouse lots.

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### Ongoing Management

- All owners are members of the Strata Company.
- The strata company Management Statement By-Laws address how owners/residents must manage waste on-site. An extract of the relevant by-law clause is replicated below;

#### 28. Garbage disposal

28.1 The Owner acknowledges that Rubbish bin collection arrangements will be as specified in a Waste Management Plan approved by the City of Cockburn for this survey strata scheme, and the owner is required to follow the requirements of the approved Waste Management Plan.

#### 28.2 An Owner will:

28.2.1 Use any garbage disposal system installed in or operated at the Strata Scheme to remove garbage, trash or other waste associated with its Lot;

28.2.2 Comply with all local government authority by-laws and ordinances relating to garbage disposal;

28.2.3 Ensure that any waste that is transported and placed in the garbage disposal system is wrapped and sealed so as not to be offensive odours or unsightly conditions; and

28.2.4 Ensure that the health, hygiene and comfort of others present in the Strata Scheme is not adversely affected in doing so.

• The Strata Company must appoint a Strata Manager to manage the complex which includes employment of caretaker services.

- The strata budget includes super annum provision for the employment of caretaker services.
- The strata manager will ensure all owners/residents comply with the garbage disposal by-law for the complex.

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Preventing the problem before it starts

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#### **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>:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exclusive use by-laws<sup>5</sup>:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>3</sup> Refer *Strata Titles Act 1985* section 42.

<sup>4</sup> Refer *Strata Titles Act 1985* section 22.

<sup>5</sup> Refer *Strata Titles Act 1985* section 43.



## **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

---

<sup>6</sup> Refer to section 3(1) of the Act for the meaning of designated interest.



**Part 6 – Execution**

Date of Execution: 5/01/2021

Common Seal

The common seal of the Owners of<sup>7</sup>

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

[AFFIX COMMON SEAL HERE]

Member of Council:

Member of Council:

Signature

Signature

Full Name

Full Name

Delegation<sup>8</sup>

Delegation<sup>8</sup>

Lot Number

Lot Number

**OR**

<sup>7</sup> To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

<sup>8</sup> Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.



Approved Form 2020-43914  
Effective for use from: 15/07/2020

2. No Common Seal

Signed for and on behalf of the Owners of<sup>9</sup> **ELEMENTS SOUTH BEACH, STRATA PLAN NO. 59768** in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*<sup>10</sup>.

☒ Member of Council / ☐ Strata Manager<sup>11</sup>:

☒ Member of Council / ☐ Strata Manager<sup>11</sup>:

Signature

Andrew Allin  
Full Name

Chair  
Delegation<sup>12</sup>

58  
Lot Number

Signature

Wendy Leigh Hyatt  
Full Name

Treasurer  
Delegation<sup>12</sup>

19  
Lot Number

<sup>9</sup> To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

<sup>10</sup> Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

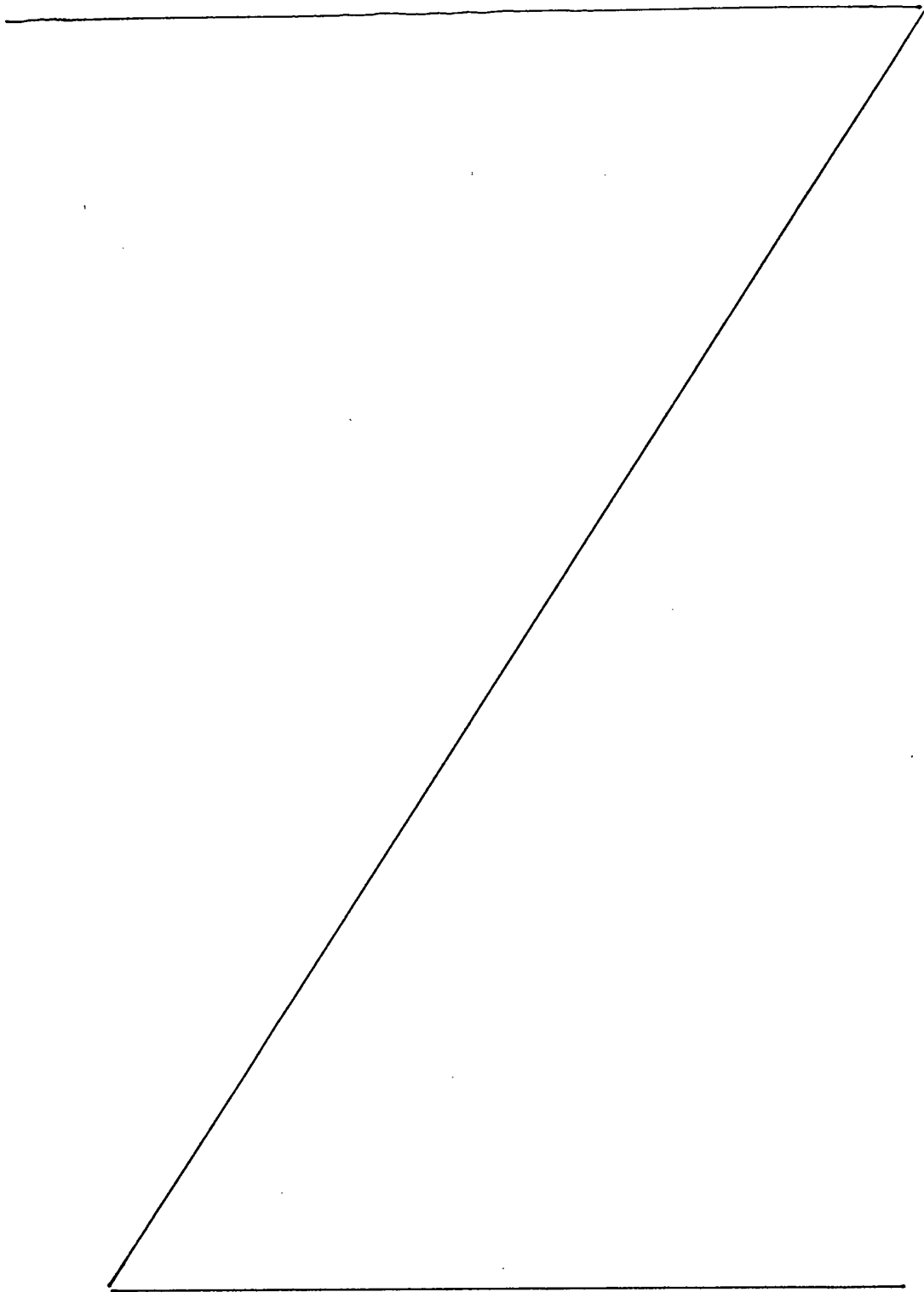
- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

<sup>11</sup> Select whichever is applicable.

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









SB Scheme By-laws – First Consolidation

Lodged by:<sup>13</sup> STCS  
Address: 1 Riverina Drive, Ascot  
Phone Number: 9277 7202  
Fax Number: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Issuing Box Number: 999  
  
Prepared by: As above  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Reference Number: \_\_\_\_\_

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

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OFFICE USE ONLY  
Landgate Officer

Number of Items Received: \_\_\_\_\_

Landgate Officer Initial: \_\_\_\_\_

<sup>13</sup> Lodging Party Name may differ from Applicant Name.

NMA/aa/RFF15

August 5, 2020

Elements South Beach  
Owners of Strata Plan 59768  
25 O'Connor Close  
NORTH COOGEE WA 6163

Attention: Mr. Mitchell

Dear Sir,

**ELEMENTS SOUTH BEACH — RESERVE FUND FORECAST REPORT**

As requested, we have prepared a reserve fund forecast report for the above mentioned property from the information provided.

Should you have any queries, please do not hesitate to contact us.

Yours sincerely,



Director  
**RAWLINSONS (W.A.)**

Enc.

**ELEMENTS SOUTH BEACH**  
**25 O'CONNOR CLOSE, NORTH COOGEE**

**RESERVE FUND FORECAST**

**AUGUST 5, 2020**

## Project Details

*Project address :* 25 O'Connor Close, North Coogee WA  
*Building details:* 6163  
*Date of construction:* Elements South Beach  
*Rate of Inflation:* ≈ 2015  
*Life cycle:* 5.00%  
 10 years

## Contents

Page no.

1.0	About this Report	2
2.0	Executive Summary	4
3.0	Ten-Year Bar Chart	5
4.0	Site Photographs	6

## Annexures

- A Ten-year reserve Fund Forecast Breakdown

## Document Details

<b>Client:</b>	The Owners of Strata Plan 59768
<b>Document no:</b>	RFF 15
<b>Document title:</b>	25 O'Connor Close - Reserve Fund Forecast

This report is for the use only of the party to whom it is addressed and shall be used for no other purposes without the written consent of Rawlinsons (WA.) No responsibility is accepted for any third party who may use or rely on the whole or any part of the contents of this report.

## Document Approval

Revision	Originator	Approved	Authorised	Date
1.01	Afandi	Niall I Director	<i>Niall I</i>	5/08/2020

## **1.0 About this Report**

### **1.1 Introduction**

Rawlinsons (W.A.) has been engaged by Mr. Mitchell Zile from LocGroup to produce a Maintenance Schedule / Reserve Funds Forecast for the buildings located in 25 O'Connor Close, North Coogee WA 6163.

The property comprise of 42 architecturally designed apartments and 10 double storeys beach houses with patios, ground level carparks with some soft and hard landscaping.

### **1.2 Purpose of Maintenance Schedule / Reserve Funds Forecast**

The report is intended to deliver a reserve fund forecast for the body corporate to allow sufficient financial reserves for the long-term maintenance and repair of the common property building and assets including the replacement of common property items.

The objective is to ensure the reserve fund levies indicated provide the owners with the necessary information to plan their finances to minimise the risk of insufficient funds on maintenance and repairs in the future.

We refer you to Annexure 'A' of this report for the maintenance schedule included in this report.

### **1.3 Forecast Period**

The report details the expected yearly incurred costs over 10 years. We would recommend the reserve fund forecast be reviewed annually to include any changes arising from extraordinary expenditure, inflation, local market factors and the general building condition.

### **1.4 Administration Fund**

The cost of maintenance contract items are normally included within the administration fund; therefore, they are excluded from the reserve fund forecast.

These items include, but are not limited to:

- Routine cleaning and maintenance costs
- Servicing of fire safety equipment
- Major capital works
- Pest control
- Air conditioning systems
- Minor plumbing works
- Minor works that are maintenance in nature
- Inspection of roof anchor points and maintenance
- Reticulation (front complex) sprinkler check and testing (Yearly) after winter sprinkler ban.

## 1.5 Methodology

This report covers expenditure of a capital or non-recurrent nature including periodic replacement of major capital items and other spending that may reasonably be required for the safe operation and upkeep of the buildings. It does not include expenditure on capital improvements.

A site visit was conducted on June 10th with Ms Wendy Hyatt on behalf of the Strata Council and jointly inspected the property common areas which were easily accessible. Site photographs were taken included in "Site Photographs" section of this report.

We have estimated, as qualified quantity surveyors, the expected life of the items indicated to the best of our knowledge and as per historical data, however it must be noted that these are a guide only and there are several factors which can affect the expected useful life of building components including workmanship, regular maintenance, frequency of use and climate.

The following items have a lifespan similar to the building structure and have been excluded from this report:

- Electrical distribution board, gear and circuits
- Water, fire and gas mains supply pipework and fittings
- Wall render
- Building structure
- Site drainage – except major repairs

The figures within this report have been calculated using estimated present day replacement costs of each component and adding an average annual construction index increase of 5% that is based upon the average rate of increase on the building price index over the past 43 years as produced by Building Management and Works.

All the construction costs within this report exclude GST.

## 1.6 Assumptions and Exclusions

The following is a list of the major assumptions and exclusions made in this forecast:

- Original construction date of property in November 2015
- Maintenance items and life cycles are based on best practice and manufacturers' recommendations
- Assumed termite treatment, external walls painting, facing, structures and external works all within the unit boundary are under common property
- Generally, equipment and loose furniture have been excluded from scope unless otherwise shown
- Private door hardware is not under strata scope
- Assumed replacement of external pavings, asphalt and concrete kerb to driveways where required
- Excluded on going maintenance contracts in place as advised by Wendy Hyatt via email dated Wed 15/07/2020 10:03 AM
- All other specific assumptions have been mentioned in forecast breakdown in "Appendix A"

## 2.0 Executive Summary

The below table is a summary of the yearly costs over the next 10-years:

Year	
Year 1 (2021)	\$383,297
Year 2 (2022)	\$12,214
Year 3 (2023)	\$3,831
Year 4 (2024)	\$4,954
Year 5 (2025)	\$110,638
Year 6 (2026)	\$4,309
Year 7 (2027)	\$12,587
Year 8 (2028)	\$253,560
Year 9 (2029)	\$16,072
Year 10 (2030)	\$203,391

The next table is a summary of the overall 10-year reserve fund forecast costs and the corresponding annual costs:

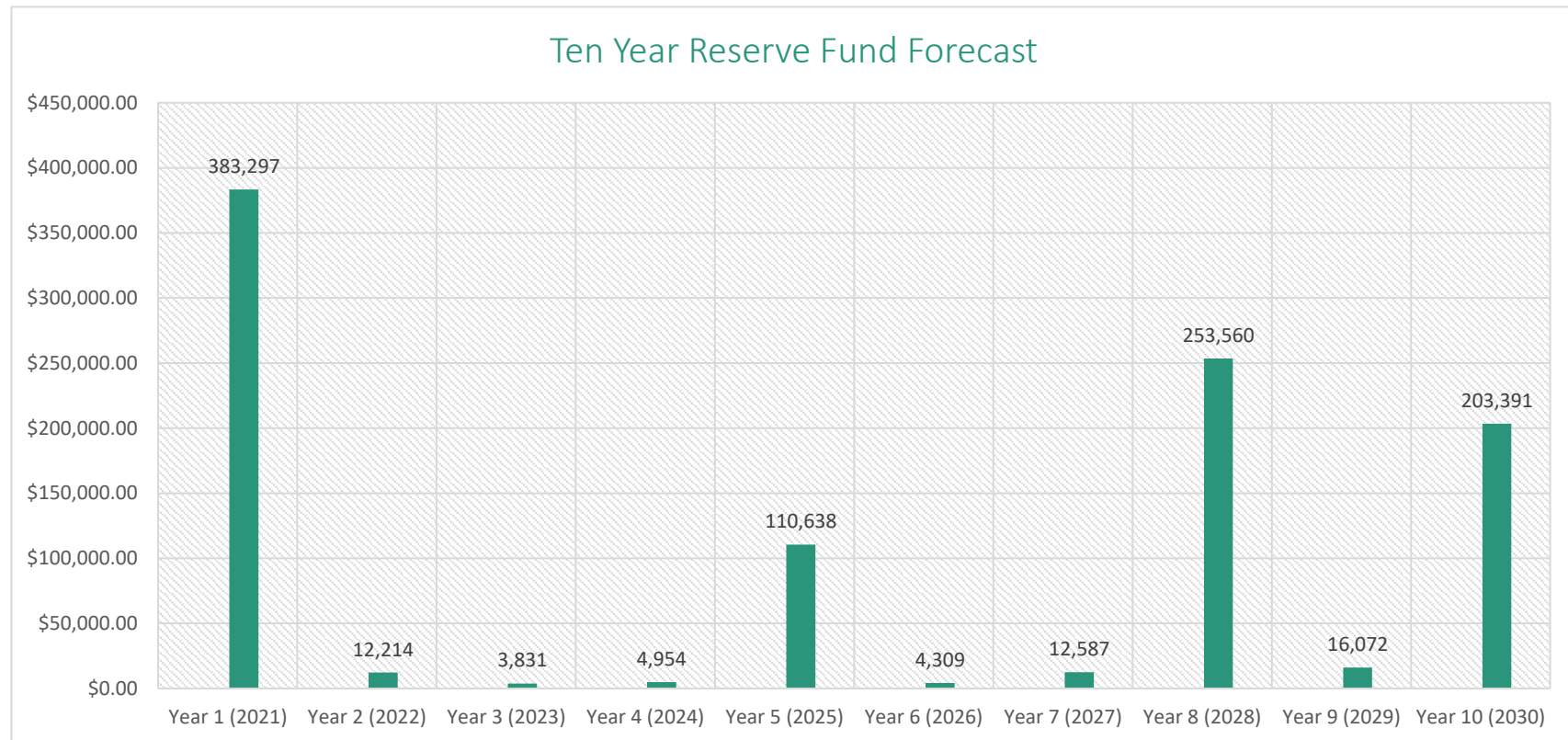
<b>TOTAL 10-YEAR MAINTENANCE COST (INCL. INFLATION):</b>	<b>\$1,004,854</b>
<b>AVERAGE ANNUAL RESERVE FUND ALLOWANCE:</b>	<b>\$100,485.41</b>

*\*See Appendix A for full breakdown*

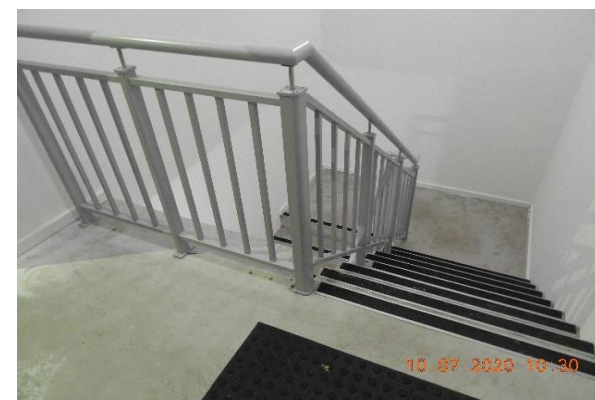


### 3.0 Ten-Year Bar Chart

Elements South Beach - 25 O'Connor Close, North Coogee WA 6163



## 4.0 Site Photographs



## Annexure A

Elements South Beach - 25 O’Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
A. SUBSTRUCTURE												
	TERMITE BARRIER											
A.1	Allow for maintaining chemical barrier treatment under basement slab every 10 years	527	0	0	0	0	5,267	0	0	0	0	0
A.2	Allow for maintaining chemical barrier treatment around perimeter wall every 10 years	810	0	0	0	0	8,096	0	0	0	0	0

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
<b>B. SUPERSTRUCTURE</b>												
	<u>COLUMNS</u>											
	<u>Concrete Columns</u>											
B.1	Paint ground floor external columns every 7 years	1,698	0	7,334	0	0	0	0	0	0	9,651	0
	<u>STAIRCASES</u>											
	<u>Concrete Staircases</u>											
B.2	Replace stair nosing every 20 years	N/A	0	0	0	0	0	0	0	0	0	0
B.3	Replace TGSi every 15 years	145	0	0	0	0	0	0	0	0	0	1,453
B.4	Paint steel handrail including preparing surface for new paint every 10 years (Not applicable - Aluminum powdercoated) - EXCLUDED FROM SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
B.5	General maintenance to steel or aluminium handrail fixings every 5 years	191	0	0	0	0	861	0	0	0	0	1,048
B.6	Replace steel or aluminium handrail every 30 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
	<u>ROOF</u>											
	<u>Metal Sheet Roof</u>											
B.7	Replace sheet every 40 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
B.8	General maintenance and repair including flashing where necessary every year	884	736	765	796	828	861	895	931	969	1,007	1,048
	<u>Concrete Roof</u>											
B.9	Reapply liquid waterproof membrane to roof every 25 years	N/A	0	0	0	0	0	0	0	0	0	0
B.10	General maintenance and repair (including crack repair) every year	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Tile Roof</u>											
B.11	Replace tiles every 40 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
B.12	General maintenance and repair including flashing where necessary every year	884	736	765	796	828	861	895	931	969	1,007	1,048
	<u>Walkway and Safety</u>											
B.13	Replace roof walkway system every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
B.14	Inspection of roof anchor points and maintenance every year - (Wendy advised item is part of their ongoing maintenance contract via email dated Wed 15/07/2020 10:03 AM) - EXCLUDED FROM SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
B.15	Replace anchor points every 20 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Roof Drainage</u>		0	0	0	0	0	0	0	0	0	0
B.16	Replace roof floor drains every 30 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Condenser Louvre Panels</u>											
B.17	Paint louvre panels with suitable steel paint every 10 years	N/A	0	0	0	0	0	0	0	0	0	0
B.18	General maintenance to panels to refasten fixings and screws every 2 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Urgent Maintenance Items</u>											
B.19	Roof works (repairs) (Builder builders defects) (Wendy advised item and potential cost via email dated Wed 15/07/2020 10:03 AM)	11,500	115,000	0	0	0	0	0	0	0	0	0

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
<b>B. SUPERSTRUCTURE</b> <span>(Continued)</span>												
	<u>EXTERNAL WALLS AND SOFFITS</u>											
	<u>Painted Walls</u>											
B.20	Repaint (and render where necessary) external walls every 7 years to Towers (Wendy advised the whole complex (Apartment towers) will be re painted with suitable paint for coastal conditions once all repair completed via emal dated Wed 15/07/2020 10:03 AM) - Part of Urgent Maintenance Works	20,097	86,779	0	0	0	0	0	0	114,195	0	0
B.21	Ditto to Beach houses	10,962	47,334	0	0	0	0	0	0	62,288	0	0
	<u>Painted Soffits</u>											
B.22	Repaint (and render where necessary) external soffits every 7 years to Towers (Wendy advised the whole complex (Apartment towers) will be re painted with suitable paint for coastal conditions once all repair completed via emal dated Wed 15/07/2020 10:03 AM)- Part of Urgent Maintenance Works	9,993	43,148	0	0	0	0	0	0	56,780	0	0
B.23	Ditto to Beach houses	1,626	7,020	0	0	0	0	0	0	9,237	0	0
	<u>Timber Panel Lining Soffits</u>											
B.24	General maintenance to balcony timber soffit lining including replacing cracked/warped timber, re-sealing, tightening, etc. every 5 years	391	0	0	0	0	1,762	0	0	0	0	2,144
	<u>Urgent Maintenance Items</u>											
B.25	Chair bar rusting balcony soffits and small car park areas (Wendy advised item and potential cost via emal dated Wed 15/07/2020 10:03 AM)	1,725	17,250	0	0	0	0	0	0	0	0	0
	<u>Metal Wall Cladding and Screening</u>											
B.26	General maintenance to metal wall cladding to lobby including repairing dents and polishing scratches every 5 years	134	0	0	0	0	605	0	0	0	0	737
B.27	General maintenance to aluminium slatted screening to balcony including repairing dents and polishing scratches every 5 years	403	0	0	0	0	1,816	0	0	0	0	2,210
	<u>EXTERNAL STEEL AND BALUSTRADES</u>											
B.28	Remove existing paint/rust off of steel members and repaint every 15 years	470	0	0	0	0	0	0	0	0	0	4,698
B.29	Remove existing paint/rust off of fire cabinet and repaint every 15 years (Wendy advised rust treated and repainted in June 2020 via emal dated Wed 15/07/2020 10:03 AM)	65	0	0	0	0	0	0	0	0	0	655
B.30	Replace glazing to balustrades every 30 years - INCLUDED IN WINDOWS SECTION	INCL.										
B.31	General maintenance to balcony balustrade fixings every 5 year	86	0	0	0	0	861	0	0	0	0	0
	<u>WINDOWS AND GLAZED DOORS</u>											
	<u>Windows</u>											
B.32	General maintenance including caulking, resealing, and track maintenance to windows every 5 years (10%)	787	0	0	0	0	3,552	0	0	0	0	4,321
B.33	Allowance to replace glazing to windows, doors, and balustrades (10%) every 30 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Doors</u>											
B.34	Replace sliding glazed doors every 35 years - EXCLUDED FROM STRATA SCOPE	EXCL.	0	0	0	0	0	0	0	0	0	0
B.35	General maintenance to glazed sliding doors (10%) every year - EXCLUDED FROM STRATA SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
B.36	Replace locks, closers, handles, etc. every 15 years - EXCLUDED FROM STRATA SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
B.37	Replace automatic opening door mechanism every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Sun Shades</u>											
B.38	Paint and general maintenance to sunshades every 10 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Mirrors</u>											
B.39	Allowance to replace broken mirrors to toilets and lifts every 4 years	N/A	0	0	0	0	0	0	0	0	0	0



Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
B. SUPERSTRUCTURE												(Continued)
	<u>DOORS AND GATES</u>											
B.40	Repaint external and internal doors every 7 years (included with external and internal wall painting)	INCL.										
B.41	Replace door locks, closers, handles, etc.every 15 years	786	0	0	0	0	0	0	0	0	0	7,857
B.42	General maintenance to door frames, hardware, closers, etc. every year (25%)	552	460	478	498	517	538	560	582	605	630	655
B.43	Replace carpark swing gate opener every 15 years - see External Works	N/A	0	0	0	0	0	0	0	0	0	0

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
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B. SUPERSTRUCTURE

(Continued)

COLLECTION

Page 2:	15,302
Page 3:	46,739
Page 4:	1,338

B. SUPERSTRUCTURE	
Carried to Summary:	63,379



## Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
<b>C. INTERNAL FINISHES</b>												
	<u>INTERNAL WALLS</u>											
	<u>Painted Walls</u>											
C.1	Repaint internal walls every 5 years (Wendy advised repainted apartment halls ways (walls ceilings and skirting) in June 2020 via email dated Wed 15/07/2020 10:03 AM)	6,107	0	0	0	0	27,553	0	0	0	0	33,522
	<u>Tiled Walls</u>											
C.2	Re-grout and re-point tiles every 15 years	20	0	0	0	0	0	0	0	0	0	196
C.3	Replace broke tiles (10%) every 15 years	41	0	0	0	0	0	0	0	0	0	409
	<u>Timber Panel Cladded Walls</u>											
C.4	General maintenance to timber walls around lifts including replacing cracked/warped timber, re-sealing, tightening, etc. every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Metal Panel Walls</u>											
C.5	General maintenance to metal wall cladding to entrance including repairing dents and polishing scratches every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>CEILINGS</u>											
C.6	Repaint internal ceilings every 7 years (Wendy advised repainted apartment halls ways (walls ceilings and skirting) in June 2020 via email dated Wed 15/07/2020 10:03 AM)	655	0	0	0	0	0	0	6,548	0	0	0
	<u>FLOOR</u>											
	<u>Circulation Carpet</u>											
C.7	Replace carpet every 10 years	2,390	0	0	0	0	23,900	0	0	0	0	0
	<u>Lobby Tiles</u>											
C.8	Re-grout and re-point tiles every 12 years	N/A	0	0	0	0	0	0	0	0	0	0
C.9	Replace broken tiles (10%) every years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Toilet Tiles</u>											
C.10	Re-grout and re-point tiles every 12 years	47	0	0	0	0	0	0	466	0	0	0
C.11	Replace broken tiles (10%) every 15 years	41	0	0	0	0	0	0	0	0	0	409
	<u>Balcony Tiles</u>											
C.12	Re-grout and re-point tiles every 12 years - see Urgent Maintenance Items below	N/A	0	0	0	0	0	0	0	0	0	0
C.13	Replace broken tiles (10%) every 15 years - see Urgent Maintenance Items below	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Entrance Matwell</u>											
C.14	Replace entrance recessed matwell every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Carpark</u>											
C.15	Repaint carpark line marking every 5 years	1,288	0	0	0	0	5,812	0	0	0	0	7,071
C.16	Reseal carpark concrete slab every 10 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Urgent Maintenance Items</u>											
C.17	Water proofing joints wall / Balcony floors joints - tilt panels and Balcony tiling (Wendy advised item and potential cost via email dated Wed 15/07/2020 10:03 AM)	5,750	57,500	0	0	0	0	0	0	0	0	0

Annual Costs Summary: 16,339

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
D. FITMENTS												
	CABINETRY AND JOINERY											
	Cabinetwork and Shelving											
D.1	Replace cabinetwork and shelving to restaurant and main entrance offices and reception	EXCL.	0	0	0	0	0	0	0	0	0	0
	Toilet Partitions											
D.2	General maintenance to toilet partitions including fixings every year	N/A	0	0	0	0	0	0	0	0	0	0
	METALWORK											
	Toilet Fitments											
D.3	General maintenance to grab rails, toilet holders, hand dryers, etc. every year	442	368	383	398	414	431	448	466	484	504	524
D.4	Replacement of electric hand dryers - INCLUDED UNDER ELECTRICAL SERVICES	INCL.										
D.5	Replace paper towel dispensers every 10 years	67	0	0	0	0	673	0	0	0	0	0
D.6	Replace toilet paper holders every 10 years	34	0	0	0	0	336	0	0	0	0	0
D.7	Replace soap dispensers every 3 years	N/A	0	0	0	0	0	0	0	0	0	0
D.8	Replace miscellaneous items including hooks and fixings every 3 years	N/A	0	0	0	0	0	0	0	0	0	0
	Signage											
D.9	Replacement of door number and descriptions every 30 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
D.10	Allowance to replace building signages to external sides every 15 years	655	0	0	0	0	0	0	0	0	0	6,547

## Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
<b>E. SERVICES</b>												
	<u>MECHANICAL SERVICES</u>											
	<u>Exhaust and Ventilation</u>											
E.1	Replace fire dampers every 20 years	N/A	0	0	0	0	0	0	0	0	0	0
E.2	Replace roof mounted exhaust fans every 25 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.3	Replace ventilation fans to lift motor rooms every 20 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.4	General maintenance to exhaust grilles and ductwork every year	N/A	0	0	0	0	0	0	0	0	0	0
E.5	General maintenance to exhaust fans every year	276	230	239	249	259	269	280	291	303	315	327
	<u>HYDRAULICS</u>											
	<u>Stormwater</u>											
E.6	Replace rusted gratings to silt traps to carpark every 15 years	246	0	0	0	0	0	0	0	0	0	2,455
E.7	Replace rusted gratings to sumps to carpark every 15 years	589	0	0	0	0	0	0	0	0	0	5,893
E.8	Clean silt traps and sumps every 10 years	780	0	0	0	0	7,803	0	0	0	0	0
E.9	Replace basement sumps every 50 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Sanitary Fixtures</u>											
E.10	Replace sinks, water closets, basins, and urinals every 50 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.11	Replace basin faucets and taps every 10 years	81	0	0	0	0	807	0	0	0	0	0
E.12	Replace hose taps every 10 years	67	0	0	0	0	673	0	0	0	0	0
E.13	Replace grates to floor drains every 15 years (roof grates under roof section)	16	0	0	0	0	0	0	0	0	0	164
E.14	Replace grates to carpark drains every 15 years (roof grates under roof section)	456	0	0	0	0	0	0	0	0	0	4,563
	<u>Hot Water Units</u>											
E.15	Replace gas hot water system every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
E.16	General maintenance to hot water units every year	N/A	0	0	0	0	0	0	0	0	0	0
	<u>ELECTRICAL SERVICES</u>											
	<u>Lighting</u>											
E.17	Replace LED bulbs every 10 years to Comms Room and Toilet	11	0	0	0	0	108	0	0	0	0	0
E.18	Replace LED bulbs every 10 years to Lobby (Wendy Hyatt advised all lobby lights and sensors were replaced in May 2020 via email dated Wed 15/07/2020 10:03 AM)	511	0	0	0	0	0	0	0	0	0	5,107
E.19	Replace fluorescent luminaires every 15 years to Stairs	411	0	0	0	0	0	0	0	0	0	4,105
E.20	Replace general downlight lighting fixtures every 20 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.21	Replace lobby surface mounted downlight lighting fixtures every 20 years- EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.22	Replace general recessed and surface mounted batten luminaires every 20 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
E.23	Replace emergency surface mounted batten luminaires every 20 years	N/A	0	0	0	0	0	0	0	0	0	0
E.24	Replace emergency lighting every 10 years	N/A	0	0	0	0	0	0	0	0	0	0
E.25	Replace exit lighting every 10 years	404	0	0	0	0	4,036	0	0	0	0	0

Annual Costs Summary: 3,847

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
<b>E. SERVICES</b> <span>(Continued)</span>												
E.26	General maintenance to switchgear every year	1,215	1,012	1,052	1,095	1,138	1,184	1,231	1,281	1,332	1,385	1,440
	Access Control											
E.27	Replace card readers every 12 years	N/A	0	0	0	0	0	0	0	0	0	0
E.28	Replace door reeds and locks every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
	CCTV											
E.29	Replace CCTV cameras every 7 years	277	0	1,196	0	0	0	0	0	0	1,574	0
	MATV											
E.30	Replace MATV system including individual unit outlets 15 years	4,215	0	0	0	0	0	0	0	0	0	42,151
	Other Equipment											
E.31	Replace exhaust fans in toilets every 15 years	49	0	0	0	0	0	0	0	0	0	491
	FIRE SERVICES											
	Fire Detection											
E.32	Replace smoke detectors every 10 years to Apartments (Wendy Hyatt advised granted approval from Council for removal of smoke detectors in open car park and external store in May 2019 via email dated Wed 15/07/2020 10:03 AM)	740	0	0	0	0	7,399	0	0	0	0	0
E.33	Replace heat or thermal detectors every 10 years to Apartments (Wendy Hyatt advised granted approval from Council for removal of thermal detectors in open car park and external store in May 2019 via email dated Wed 15/07/2020 10:03 AM)	67	0	0	0	0	673	0	0	0	0	0
E.34	Replace carbon dioxide detector every 10 years	N/A	0	0	0	0	0	0	0	0	0	0
E.35	Replace fire bell every 15 years	83	0	0	0	0	0	0	0	0	0	835
E.36	Replace fire sounders every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
E.37	Replace strobe light every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
E.38	Replace manual call point every 20 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
	Fire Hydraulics											
E.39	Replace sprinkler heads to carparking every 25 years	N/A	0	0	0	0	0	0	0	0	0	0
E.40	Replace fire hose reels every 10 years (Wendy Hyatt advised item to be replace this year under Nov 2019 / Oct 2020 FY via email dated Wed 15/07/2020 10:03 AM)	360	0	0	0	0	0	0	0	0	0	3,601
	LIFT SERVICES											
E.41	Re-fitout cab every 15 years	4,910	0	0	0	0	0	0	0	0	0	49,104
E.42	Replacement of lift motors, controls, cables, etc. every 25 years - EXCEEDS FORECAST	EXCL.	0	0	0	0	0	0	0	0	0	0
E.43	General maintenance to lift controls and motors along with inspection every year - EXCLUDED FROM SCOPE	N/A	0	0	0	0	0	0	0	0	0	0

Elements South Beach - 25 O’Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
E. SERVICES												(Continued)

COLLECTION

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E. SERVICES	
Carried to Summary:	15,765

Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
F. EXTERNAL WORKS												
	<u>LANDSCAPING</u>											
F.1	Maintaining landscaped areas - EXCLUDED FROM SCOPE	EXCL.										
F.2	Replace solenoid valves every 12 years - EXCLUDED FROM SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
F.3	General maintenance to reticulation system every year - EXCLUDED FROM SCOPE	N/A	0	0	0	0	0	0	0	0	0	0
F.4	Waterproof planters to prevent water ingress (told this has already been done relatively recently) - EXCLUDED FROM SCOPE	EXCL.										
	<u>CIRCULATION PAVING</u>											
	<u>Paving</u>											
F.5	Sand joint filling to brick pavers every 15 years	508	0	0	0	0	0	0	0	0	0	5,082
F.6	Replace brick pavers every 35 years - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
F.7	Allowance to replace paving blocks every 10 years (10%)	283	0	0	0	0	2,825	0	0	0	0	0
	<u>EXTERNAL WALLS AND FENCING</u>											
	<u>Garden Beds</u>											
F.8	Repaint garden beds and planters walls every 7 years	N/A	0	0	0	0	0	0	0	0	0	0
F.9	Scrub, treat, and sandblast limestone walls every 7 years	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Fencing and Gate</u>											
F.10	Replace automatic opening gate mechanism every 15 years (Wendy Hyatt advised item replaced in midyear 2018 via email dated Wed 15/07/2020 10:03 AM) - EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0
	<u>Painted Walls</u>											
F.11	Repaint (and render where necessary) screen or boundary walls every 7 years walls (Wendy advised the whole complex (Apartment towers) will be re painted with suitable paint for coastal conditions once all repair completed via emal dated Wed 15/07/2020 10:03 AM) - Part of Urgent Maintenance Works	723	3,123	0	0	0	0	0	0	4,110	0	0
F.12	Ditto to Beach houses screen walls	403	1,739	0	0	0	0	0	0	2,288	0	0
	<u>HANDRAILS</u>											
F.13	Paint external rails every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
F.14	Polish and treat stainless steel rails every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
F.15	Replace handrails every 15 years	N/A	0	0	0	0	0	0	0	0	0	0
F.16	General maintenance to handrail fixings every year	N/A	0	0	0	0	0	0	0	0	0	0
	<u>EXTERNAL LIGHTING</u>											
F.17	Replace security entry lights every 3 years at vehicular entrance gate (Wendy Hyatt advised lights replaced in mid year 2018 via email dated Wed 15/07/2020 10:03 AM)	415	863	0	0	970	0	0	1,091	0	0	1,228
F.18	Replace LED bulbs every 10 years	29	0	0	0	0	0	0	0	0	0	295
F.19	Replace wall or surface mounted luminaires every 20 years (Wendy Hyatt advised lights replaced in mid year 2018 via email dated Wed 15/07/2020 10:03 AM)- EXCEEDS FORECAST	N/A	0	0	0	0	0	0	0	0	0	0

Elements South Beach - 25 O'Connor Close, North Coogee

Code		Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
F. EXTERNAL WORKS													(Continued)
F.20		Replace recessed brick lights every 20 years	N/A	0	0	0	0	0	0	0	0	0	0
F.21		Replace bollards every 25 years	N/A	0	0	0	0	0	0	0	0	0	0
F.22		Paint and maintain bollards every 5 years	N/A	0	0	0	0	0	0	0	0	0	0
		EXTERNAL WATER SERVICE											
F.23		Replace hose taps every 10 years	54	0	0	0	0	538	0	0	0	0	0
		SUNDRIES											
F.24		General maintenance to mailboxes every 10 years	54	0	0	0	0	538	0	0	0	0	0

Elements South Beach - 25 O’Connor Close, North Coogee

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F. EXTERNAL WORKS												(Continued)

COLLECTION

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F. EXTERNAL WORKS	
Carried to Summary:	2,469



Elements South Beach - 25 O'Connor Close, North Coogee

Code	Description	Annual Costs (\$)	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)
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COLLECTION SUMMARY

PAGE NO

A. SUBSTRUCTURE	1	1,336
B. SUPERSTRUCTURE	5	63,379
C. INTERNAL FINISHES	6	16,339
D. FITMENTS	7	1,197
E. SERVICES	10	15,765
F. EXTERNAL WORKS	13	2,469
Total Amount:		100,485