

ACKNOWLEDGEMENT BY ALL PARTIES

For the property ("Property") at 29/34 Shoalwater Street, North Coogee WA 6163

This form is to be acknowledged by each party intending to enter into a contract to purchase the **Property** and has been signed prior to contracting to purchase the above-mentioned Property.

DISCLOSURE OF INTEREST

By signing this Acknowledgment, all signatories agree and acknowledge that The Agency ("the Agent") is a wholly-owned subsidiary of The Agency Group Pty Ltd ACN 093 805 675 ("The Agency Group") and that the Agent may have recommended the services of other companies or businesses that may also be related to The Agency Group, or may have preferred supplier arrangements with The Agency Group (or its subsidiaries or joint venture businesses) and that the Agent may receive a direct or indirect financial benefit from the recommendation to those related or preferred suppliers.

The Buyer and Seller understand that they are not under any obligation to use any referred supplier but if they choose to do so, that they are aware of the potential benefit the Agent may receive. The following businesses are wholly owned subsidiaries or joint venture businesses of The Agency Group:

- The Agency
- Landmark Settlements Australia
- Sell Lease Property
- The Agency Property Management
- Oxygen Broking Services and Mortgage and Finance Solutions Australia
- Right Move

The following businesses are not part of The Agency Group, but the Sales Representative may consider the following, as preferred suppliers or regularly referred to:

Campaign Flow by RealFlow Finance

The Parties consent to the information in this contract being used/disclosed by the sales representative, the Agent and related subsidiary companies, joint venture businesses or listed suppliers in accordance with the privacy collection notices as per the Privacy Act 1988 (Cth).

INVESTIGATION BY THE BUYER

This part is to be acknowledged and signed by the Buyer/s prior to making any offer to purchase the **Property**. Before entering negotiations with the Seller to purchase the Property:

- a) I/ We as Buyer(s) understand that viewing the property in person is prudent and highly advisable. However, should I/ we not have conducted an 'in person' viewing before making an offer, any and all risk associated with not doing so, will lay solely with me/us and I/We will not make any claim against the Agent or The Agency Group.
- b) I/ We as Buyer(s) have conducted our own enquiries, and are satisfied with our own enquiries, in relation to the Property, the suburb that the Property is located in, and the surroundings of the Property which include, but are not limited to traffic conditions, Air traffic movement, railway, public services, or venues that have the potential to impact the enjoyment or use of the Property intended to purchase.
- c) The decision to purchase the Property has not been based on advertising material or information provided by the selling agency, the Agent or The Agency Group but rather on our own investigations of the property.
- d) I / We acknowledge the contents of this form and have signed this form prior to making a formal offer to purchase the Property.

THE BUYER/S (if Buyer is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

BUYER

 Buyer/s Signature Date Buyer/s Signature Date

THE SELLER/S (if Seller is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

SELLER

 Seller/s Signature Date Seller/s Signature Date

CONTRACT FOR THE SALE OF LAND OR STRATA TITLED PROPERTY

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract. **WARNING:** If the Buyer is not an Australia Citizen or Permanent Resident or a New Zealand Citizen, then FIRB approval (and a special condition to the Contract) may be required. **WARNING:** Withholding Tax may apply to the Contract (see 2022 General Condition 3.7).

Property Partner Zvon Mikulic and Marcel La Macchia As the Agent for the Seller /Buyer

Buyer/s (Full Name) _____

Buyer's Address _____
 (Number, Street, Suburb, Postcode, Country)

Buyer's Email _____
 The Buyer/s consent to Notices being served at this email address

THE BUYER IS PURCHASING AS ☐ **SOLE OWNER** ☐ **JOINT TENANT** ☐ **TENANTS IN COMMON** (specify undivided holdings) _____ the Land and Property Chattels set out in the Land Description below ("The Property") with **VACANT POSSESSION** unless stated otherwise in the Special Conditions, at the Purchase Price.

LAND DESCRIPTION

Address of the Property to be Sold ("Property") 29/34 Shoalwater Street, North Coogee WA 6163

(Number, Street, Suburb, Postcode, Country)

Lot 29 ~~XXXX~~ ~~XXX~~ ~~XXX~~ Diagram/Survey/Strata/Plan No. 63965 Volume 2922 Folio 409

A DEPOSIT OF ('Deposit') \$ _____ of which \$ 0 is paid now, and \$ _____ to be paid within 5 days after acceptance, to be held by;

☒ Move Property Solutions Pty Ltd T/as The Agency Trust Account ('The Agent') OR ☐ _____ ('Deposit Holder')

Deposits are processed via our payment partner RealFlow and held in our Trust Account. The balance of the Purchase Price is to be paid on the Settlement Date.

PURCHASE PRICE \$ _____

(Unless otherwise provided, any GST payable is included in the Purchase Price. Note: Any counteroffer changes must be initialled by all parties)

SETTLEMENT DATE within _____ days of formal finance approval.

Property Chattels Including Fixed Floor Coverings, Window Treatments, Light Fittings, dishwasher and x3 split system air conditioning units as inspected

BUYER AND SELLER DECLARATION

BUYER/S

1. Are any of the person/s (Individual, Corporations or Trusts) buying the property classified as a Foreign Buyer?
☒ YES* ☐ NO ☐ UNSURE* (*If Unsure or Yes – use Foreign Buyer Duty and FIRB Annexure)

SELLER/S

1. Are any of the Seller/s classified as Foreign Seller/s? ☒ YES* ☐ NO

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☒ YES ☐ NO
 2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under Section 14-250 of the Taxation Administration Act 1953 (Cth).
 3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this contract.

FINANCE CLAUSE**CONTRACT IS SUBJECT TO FINANCE**

☒ Finance Clause **IS** Applicable

Lender ☐ MORTGAGE AND FINANCE SOLUTIONS

☐ _____

Latest Time (AWST) 4pm on within _____ days of acceptance.
 (Finance Date)

Amount of Loan _____

Buyer/s Signature _____

FINANCE IS NOT REQUIRED

☒ Finance Clause **IS NOT** Applicable

Signature of the Buyer/s if Finance Clause **IS NOT** applicable

Buyer/s Signature _____

BUYER/S INITIAL

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

SELLER/S INITIAL

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

SPECIAL CONDITIONS

Buyer/s Initials The Buyer acknowledges receiving a copy of the Certificate of Title and accepts that the property is sold subject to: Seller/s Initials
 Encumbrances K059796 Memorial. Contaminated Sites Act 2003 Registered 17/1/2007.

The following annexures form part of this Contract:

1. Annexure 'A' forms part of this contract.

| | | | | | | | |
|---------------------|-------|------|-------|----------|-------|------|-------|
| Signatures: Buyer/s | _____ | Date | _____ | Seller/s | _____ | Date | _____ |
| Signatures: Buyer/s | _____ | Date | _____ | Seller/s | _____ | Date | _____ |
| Signatures: Buyer/s | _____ | Date | _____ | Seller/s | _____ | Date | _____ |
| Signatures: Buyer/s | _____ | Date | _____ | Seller/s | _____ | Date | _____ |

1. CONTRACT FOR THE SALE OF LAND OR STRATA CONDITIONS – SUBJECT TO FINANCE

This Clause shall not apply if the Buyer has signed that the Finance clause is not applicable.

- 1.1 This Contract is subject to and conditional upon the Lender approving in writing a loan to the Buyer for the Finance Amount (a loan approved for an amount higher than the Finance Amount will be deemed to include the Finance Amount), on terms and conditions satisfactory to the Buyer, acting reasonably, for the purchase of the Property by the Finance Date (or such extended date as may be agreed).
- 1.2 In complying with this clause 1, the Buyer MUST promptly, after acceptance of this Contract by the Seller, make or cause to be made, an application to the Lender for a loan in the Finance Amount and take all reasonable steps to obtain the approval by the Finance Date.
- 1.3 For the purposes of clause 1.1 the Lender does not need to be the lender nominated in the Finance Clause, but it must be a Financial Institution and that approving lender's standard terms and conditions in relation to loans for residential house and land together with any additional conditions contained in the Buyer's application for finance will be deemed as "terms and conditions satisfactory to the Buyer".
- 1.4 The Buyer must give an Approval Notice or Non-Approval Notice to the Seller or Seller Agent immediately upon approval or rejection of the Finance Application and in any case, not later than the Finance Date
- 1.5 If the Buyer provides an Approval Notice, the provisions of this clause will have been satisfied.
- 1.6 If the Buyer provides a Non-Approval Notice, the provisions of this clause will not have been satisfied and the Contract will immediately come to an end.
- 1.7 If the Buyer does not give an Approval Notice or Non-Approval Notice to the Seller in accordance with clause 1.4 by 4.00pm on the Finance Date the Seller may, by written notice, terminate this Contract at any time prior to receiving an Approval Notice or Non-Approval Notice.
- 1.8 If the Seller does not terminate the Contract in accordance with clause 1.7, the Contract will be in full force and effect, until the Buyer provides a Non-Approval Notice.
- 1.9 This Contract is not terminated until notice is given in writing in accordance with either clause 1.4 or 1.7.
- 1.10 Subject to clause 1.16, If this Contract is terminated:
 - a) the Deposit and any other money paid by the Buyer, must be returned to the Buyer;
 - b) the parties obligations under the Contract shall cease, and neither party will have any further obligation to the other party;
 - c) neither party will have any claim or action against the other party for breach of this Contract, except for clause 1.2; and
 - d) the provisions of clauses 23 and 24 of the General Conditions shall not apply to the termination.
- 1.11 Should the Buyer not obtain Finance Approval by the Finance Date and then subsequently obtains Finance Approval and notifies the Seller prior to the Seller giving notice to terminate this Contract in accordance with clause 1.7, then the Buyer will have complied with the requirement to obtain a loan in the Finance Amount and this Contract will be in full force and effect.
- 1.12 The Buyer MUST, if required by the Seller, provide details of compliance with clause 1.2 which include but are not limited to:
 - a) providing the Seller or Seller Agent with an update in writing of the progress of the Finance Application;
 - b) providing the Seller or the Seller Agent with evidence in writing that the Buyer has made a Finance Application;
 - c) providing the Seller or the Seller Agent with copies of any loan offers or rejections received;
 - d) if the Buyer is being assisted by a Mortgage Broker, any assessments provided by the Mortgage Broker including any "preliminary assessments" provided to the Buyer under section 116 of the Credit Protection Act (Cth).
- 1.13 If the Buyer rejects a loan offer, it must provide the Seller or the Seller Agent with reasons for not accepting the loan offer.
- 1.14 If the Buyer does not comply with a request made under clause 1.12 within 2 Business Days, then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in clause 1.12

1.15 The Buyer may waive its rights under this clause 1 at any point, and the Contract will then be in full force and effect.

1.16 If the Buyer:

- a) fails to comply with clauses 1.2, 1.12 or 1.13; or
- b) rejects a loan offer for reasons that the Seller does not consider reasonable, the Seller will be entitled to retain the Deposit paid by the Buyer. For the avoidance of doubt, this clause applies even if a Non-Approval Notice is provided, or the Contract is terminated by the Seller in accordance with clause 1.7

Definitions in this Clause 1:

Approval Notice: means a Notice in writing given by the Buyer, the Lender or the Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Finance Amount: means the amount specified in the Contract, or any lesser amount acceptable to the Buyer.

Finance Application: means an application made by or on behalf of the Buyer to the Lender to lend the amount of the loan, or to a Mortgage Broker to facilitate an application to the Lender.

Finance Approval: means a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender;

- a) For the Finance Amount;
- b) Which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition, or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - i) an acceptable valuation of any property;
 - ii) attaining a particular loan to value ratio;
 - iii) the sale of another property; or
 - iv) obtaining mortgage insurance; and has in fact been satisfied.

Latest Time: means

- a) The time and date referred to in the Contract – Subject to Finance Clause.
- b) If no date is nominated in the Contract, then 15 Business Days after the Contract Date.

Lender: means

- a) The lender nominated in the Subject to Finance Clause or
- b) If no lender is nominated in the Subject to Finance Clause, then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Australia.

Mortgage Broker: means a holder of an Australian Credit License pursuant to section 35 of the Credit Protection Act (Cth) or a credit representative pursuant to sections 64 or 65 of that legislation.

Non- Approval Notice: means

- a) a notice in writing from the Lender or a Mortgage Broker to the Seller, or Seller Agent advising that Finance Application has been rejected; or
 - b) a notice in writing from a Mortgage Broker to the Seller or Seller Agent, advising that:
 - i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - ii) they have conducted a 'preliminary assessment' pursuant to sections 116 and 117 of the Credit Protection Act (Cth) in relation to the Finance Application; and
 - iii) they have assessed the proposed credit contract as being unsuitable for the Buyer.
2. Communicating Offers to Client: The Real Estate & Business Agents and Sales Representatives Code of Conduct 2016 stipulates that when acting for a client an agent or sales representative MUST communicate each offer to the client as soon as practicable after the offer is made. Acceptance of an Offer by one Party to the other party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.

ACCEPTANCE BY THE PARTIES

THE BUYER/S (if Buyer is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

BUYER

 Buyer/s Signature Date Buyer/s Signature Date

THE SELLER/S (Full name and address) ACCEPTS THE BUYER'S OFFER (if Seller is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

Stiven Hlevnjak

SELLER

Seller/s Full Name(s)

zvonmikulic@theagency.com.au

Seller/s Email: The Seller consents to notices being served to this address

 Seller/s Signature Date Seller/s Signature Date

THE BUYER acknowledges receipt of the following documents:

1. This contract
2. 2022 General Conditions
3. Form 804 and its attachments (if strata lot)
4. Other: _____

RECEIPT

Buyer Signature _____
 Buyer Signature _____

THE SELLER acknowledges receipt of the following documents:

1. This contract
2. 2022 General Conditions
3. Other: _____

Seller Signature _____
 Seller Signature _____

THE PARTIES nominate their representative named below to act on their behalf and consent to notices being served to that Representative's email address.

☐ Buyer's Representative Name: LANDMARK SETTLEMENTS

☐ Seller's Representative Name: LANDMARK SETTLEMENTS

☐ _____
 Buyer Signature _____ Seller Signature _____
 Buyer Signature _____ Seller Signature _____
 Buyer Signature _____ Seller Signature _____
 Buyer Signature _____ Seller Signature _____

CONVEYANCER

WORKING ORDER

Annexure 'A'

This Annexure forms part of the Contract of Sale ("Contract")

Property: 29/34 Shoalwater Street, North Coogee WA 6163
(number, street, suburb, postcode)

1. The Seller warrants that at the time of settlement the following shall be in working order (commensurate with age and fair wear and tear.

- All Electrical, Gas, and Plumbing plant and equipment including but not limited to:
- Electrical Lighting
- Air conditioning (where installed) is functioning properly
- All power point outlets
- Electric or Gas Hot water systems where installed
- Electric or Gas stove, cook tops and oven where installed (excluding igniter
- Electric fans including exhaust fans where installed
- Dishwasher/Washing machines/clothes dryers if included in the sale
- All water supply pipes and taps, any water leaks to be repaired/washers replaced prior to settlement
- All waste water plumbing including toilet cisterns
- Any effluent disposal systems and (where installed) septic tanks and leach drains
- Solar hot water system where installed (including boosters)
- Solar panels and Inverters where installed
- Reticulation water mains/bore and sprinklers to be in working order
- The Sellers warrant that there are a minimum of two RCD's fitted to the property to protect all circuits supplying power points and lights. Hard wired smoke alarms are fitted to the property and are still in date.
- The Seller will provide a minimum of one remote control for each garage door and air conditioners (where applicable).
- Seller to provide keys to the property for front and rear access doors, including all security doors

2. During the term of the current sellers' ownership, the Seller warrants that any extensions or additions including (but not limited to) patio/ pergola/ swimming pools and/or spas have local Council approval unless otherwise stated. The Buyers accept that prior to the current sellers' ownership any extensions or additions including (but not limited to) patio/ pergola/ swimming pool and/or spas may not have local council approval and purchase 'as inspected' without penalty or liability to the Sellers or the Sellers' Agent before or after settlement.

3. The Buyer is aware and accepts that the following items are not in working order and will remain as is at settlement:

| | | | | |
|--------|---------------------|--|--|--|
| BUYER | | | | |
| | | | | |
| | | | | |
| | Buyer /s signature | | | |
| SELLER | | | | |
| | | | | |
| | | | | |
| | Seller /s signature | | | |

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

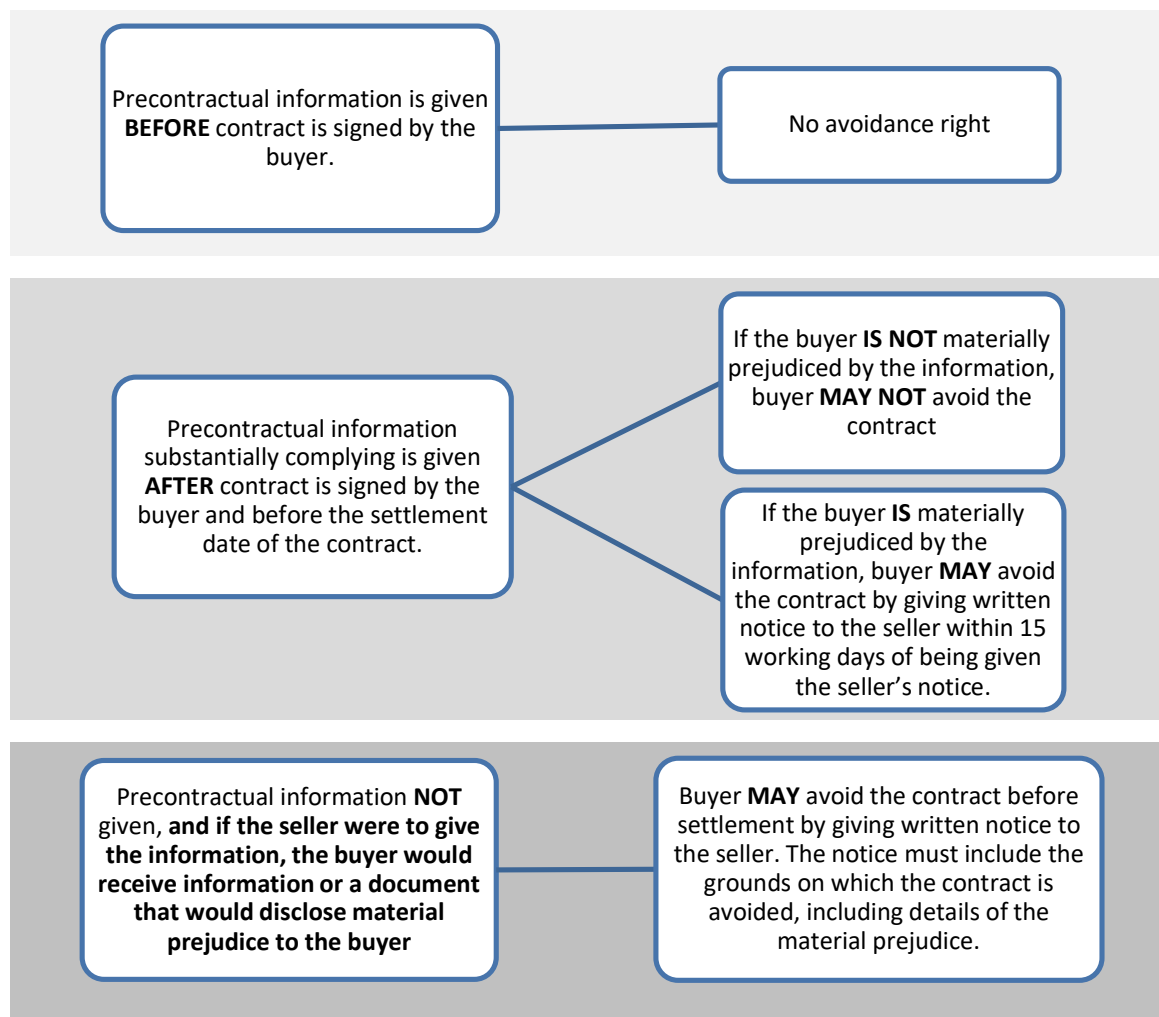
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

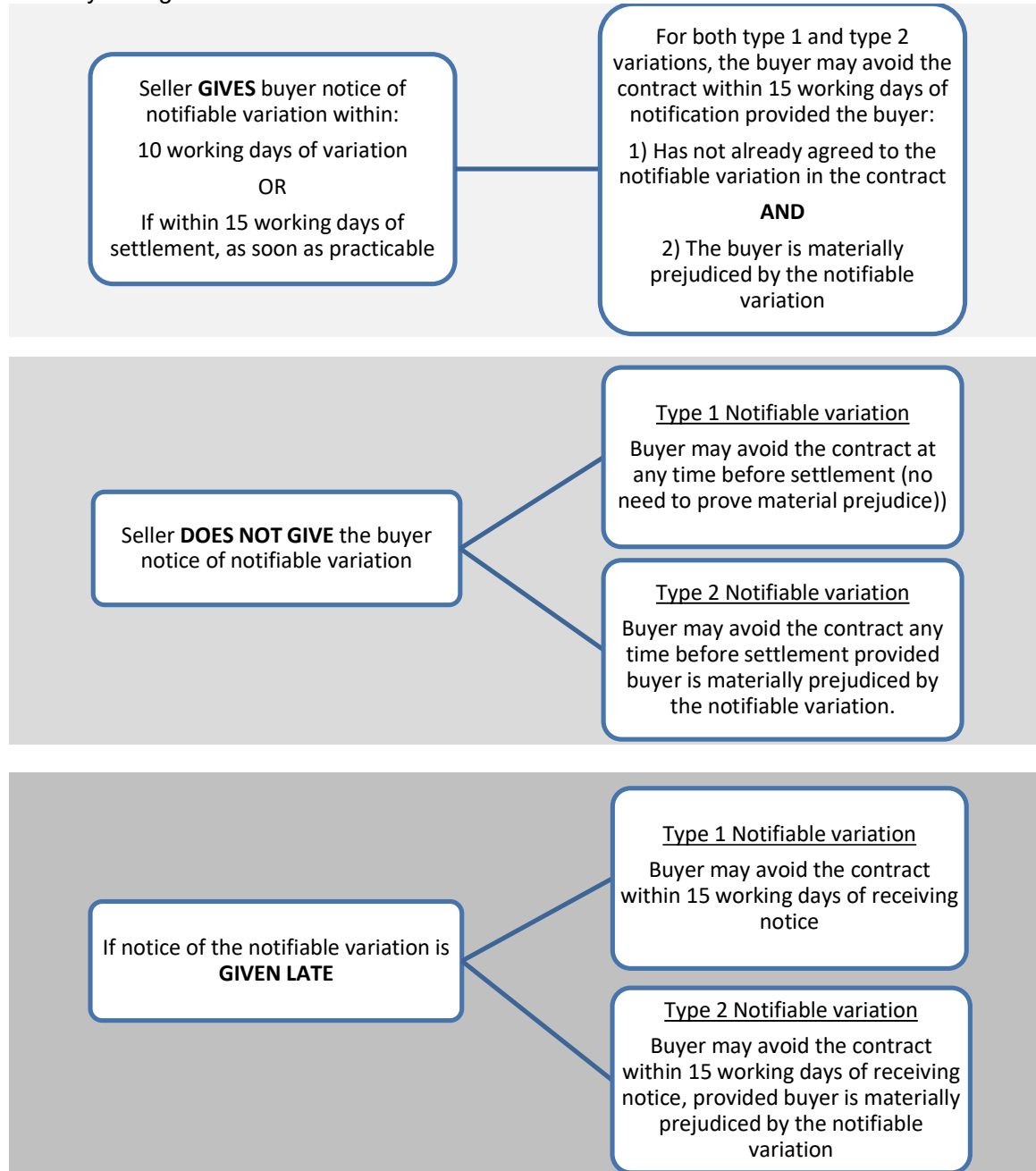
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

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

Disputes to be heard in the State Administrative Tribunal

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name Stiven Hlevnjak

Address _____

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information The term 'scheme' includes strata and survey-strata scheme

Scheme Details

Scheme name

Tempo

Name of the strata company

Apogee Strata

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

2/231 South Terrace, South Fremantle WA 6162

Name of Strata Manager

Tanya Peck

Address of Strata Manager

2/231 South Terrace, South Fremantle WA 6162

Telephone / Mobile

(08) 9430 9430

Email

tanya@apogeeestrata.com.au

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☒ strata

☐ survey-strata

The tenure type is

☒ freehold

☐ leasehold

For leasehold only:

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

If there is a registered scheme notice, the expiry day for the leasehold scheme is ____/____/____

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

Att.

Scheme Documents (must be attached)

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

A copy of the scheme plan showing the exact location and definition of the lot 1

A copy of the scheme by-laws 1

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

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

☐ If yes, they are included with this form _____

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

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of
unit entitlements of all the lots in the scheme 1

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

Additional comments: _____

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent
extraordinary general meeting(s) 2

☐ A statement that the strata company does not keep minutes of its meetings* _____

☐ A statement of why the seller has been unable to obtain the minutes _____

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company 2

☐ A statement that the strata company does not prepare a statement of accounts* _____

☐ A statement of why the seller has been unable to obtain a statement of accounts _____

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

Additional comments: _____

Termination proposal

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

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

29/34 Shoalwater Street, North Coogee WA 6163

Lot 29 on scheme plan no. 63965

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

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? *

☒ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

☒ no ☐ yes

If yes, please give details _____

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

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

☐ Contributions that have been determined within the previous 12 months

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

| | Actual (\$) | OR | Estimated (\$) 12 months after the proposed settlement date |
|--|-------------|----|---|
| Administrative fund: | _____ | | \$3,864 ⁺ |
| Reserve fund: | _____ | | \$2,186 ⁺ |
| Other levy (attach details) | _____ | | \$0.00 |
| <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Estimated total contribution for the lot | | | \$ 6,051.37 ⁺ |

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other: _____

Due dates \$1,547.1⁺ on 7/1/25 / _____ \$1,547.1⁺ on 1/1/26 / _____
\$1,547.1⁺ on 10/1/25 / _____ \$1,409.5⁺ on 4/1/26 / _____

Strata levy/contributions/other debts owing

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

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

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

n/a

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

n/a

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?

☐ no ☐ yes

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

n/a

Additional comments: _____

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? If yes, attach details including terms and conditions.

☐ no ☐ yes

n/a

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

☐ no ☐ yes

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for

the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☐ no ☐ yes

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

n/a

Additional comments: _____

Acknowledgement by seller and buyer

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

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

Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

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

☒ I / ☐ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name Stiven Hlevnjak

Date / /

Signature _____

Name _____

Date / /

¹ Select one.

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

☐ I / ☐ We¹, the buyer/s, acknowledge that ☐ I / ☐ we¹ received Part A and Part B of the required precontractual disclosures before ☐ I / ☐ We¹ signed the contract of sale.

☐ I / ☐ We¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☐ us¹.

Signature

Name

Date

____/____/____

Signature

Name

Date

____/____/____

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2922**409**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

STRATA TITLES ACT OF 1985

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 29 ON STRATA PLAN 63965
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

STIVEN HLEVNJAK OF APARTMENT 29 34 SHOALWATER STREET NORTH COOGEE WA 6163
(T N593774) REGISTERED 5/4/2017

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. K059796 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 17/1/2007.
3. Q117092 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 28/8/2024.

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

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

STATEMENTS:

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

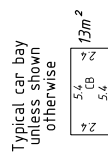
SKETCH OF LAND: SP63965
PREVIOUS TITLE: 2744-990
PROPERTY STREET ADDRESS: UNIT 29 34 SHOALWATER ST, NORTH COOGEE.
LOCAL GOVERNMENT AUTHORITY: CITY OF COCKBURN

[illegible]

63965

NOTES:

1. The stratum of the car bays marked CB on this sheet extends from the upper surface of their floor to the under surface of their structure above.
2. Distances are from boundaries or external surfaces of walls unless shown otherwise.
3. Angles are 90° unless shown otherwise or defined by monument or parcel boundary.
4. FW denotes face of column produced,
FW denotes face of wall produced.
5. CP denotes common property.
6. For other parts of lots 1-16 see sheet 3,
for other parts of lots 17-35 see sheet 4,
for other parts of lot 36 see sheets 3 & 4,
for other parts of lots 37-55 see sheet 5,
for other parts of lot 56 see sheets 3 & 5,
for other parts of lots 57-66 see sheet 6,
for other parts of lot 67 see sheets 3 & 6.
7. Part lots 34, 36 & 54 are marked ★ due to lower under surface of ceiling.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

15060sp1\shr2 basement).dgn

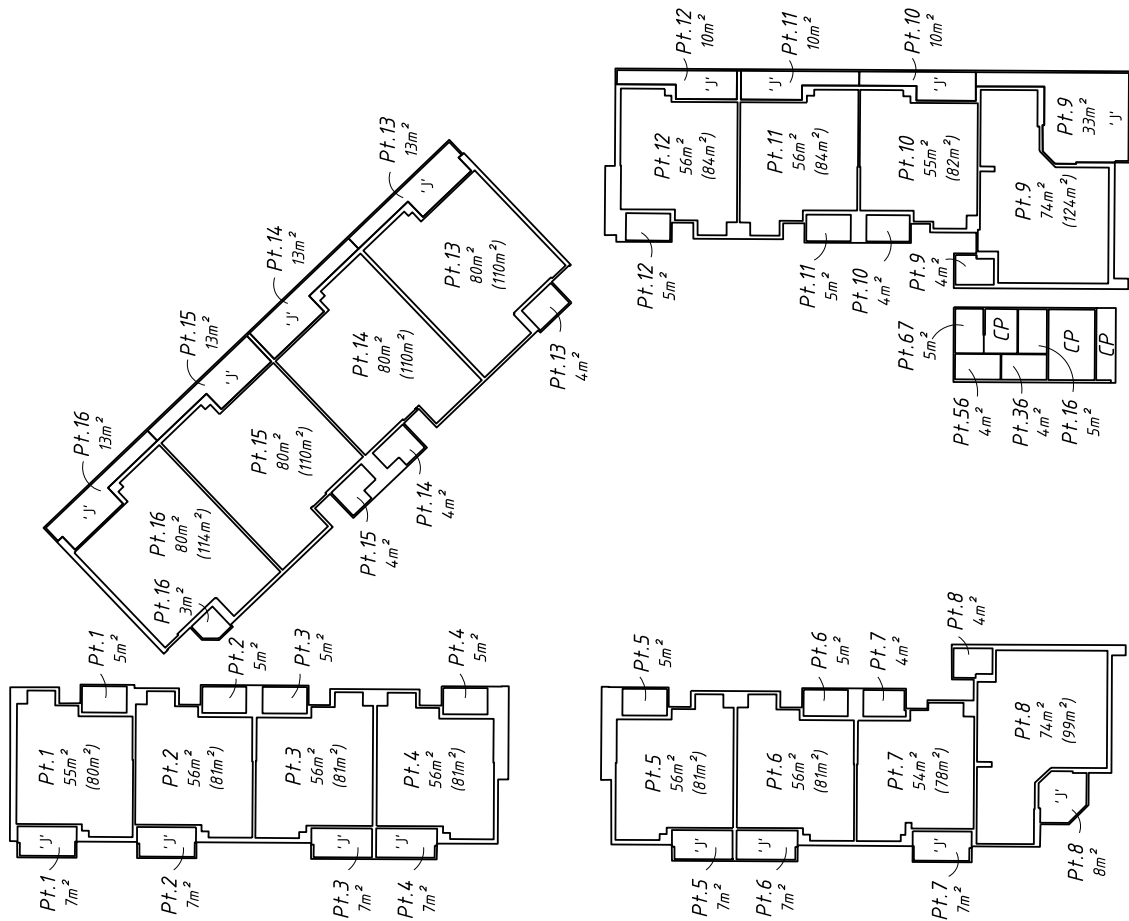
STRATA PLAN

63965

SHEET 3 OF 6 SHEETS

NOTES:

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the Strata Titles Act 1985.
2. The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
3. CP denotes common property.
4. For other parts of lots 1-16 see sheet 2,
for other parts of lot 36 see sheets 2 & 4,
for other parts of lot 56 see sheets 2 & 5,
for other parts of lot 67 see sheets 2 & 6.



GROUND FLOOR PLAN



SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

15060plan13_ground.dgn

63965

NOTES:

-
- Figure 1 is a detailed floor plan of the 1st floor of the building. The plan shows a complex arrangement of rooms and corridors. Rooms are labeled with 'Pt.' followed by a number and their area in square meters (m²). Corridors are labeled with 'J.'. The plan is divided into several sections, including a large central area and several smaller rooms along the perimeter. The total area of the floor is 1000 m².

FIRST FLOOR PLAN



SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

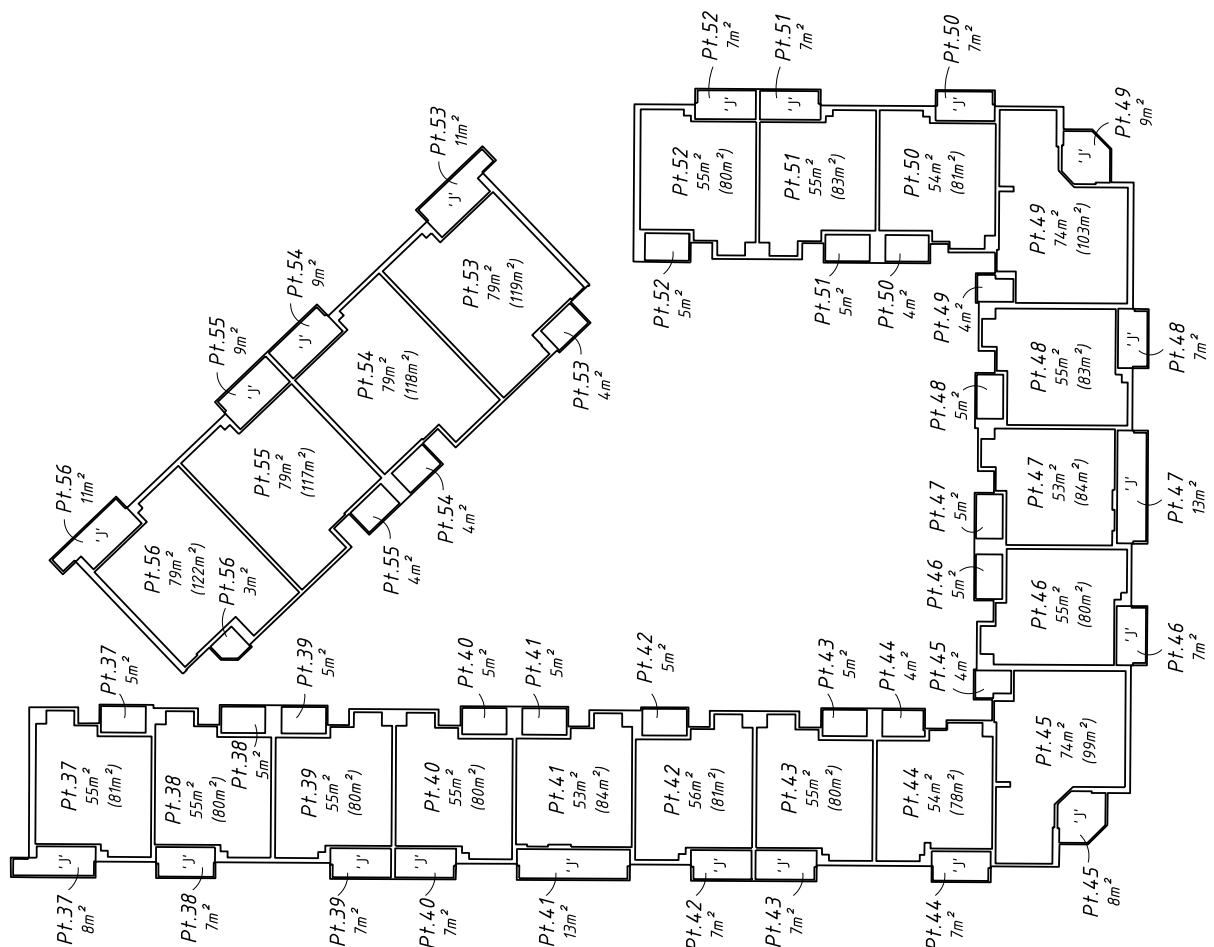
STRATA PLAN

63965

SHEET 5 OF 6 SHEETS

NOTES:

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the Strata Titles Act 1985.
2. The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
3. For other parts of lots 37-55 see sheet 2.
for other parts of lot 56 see sheets 2 & 3.



SECOND FLOOR PLAN



SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

15060platt5 second.dgn

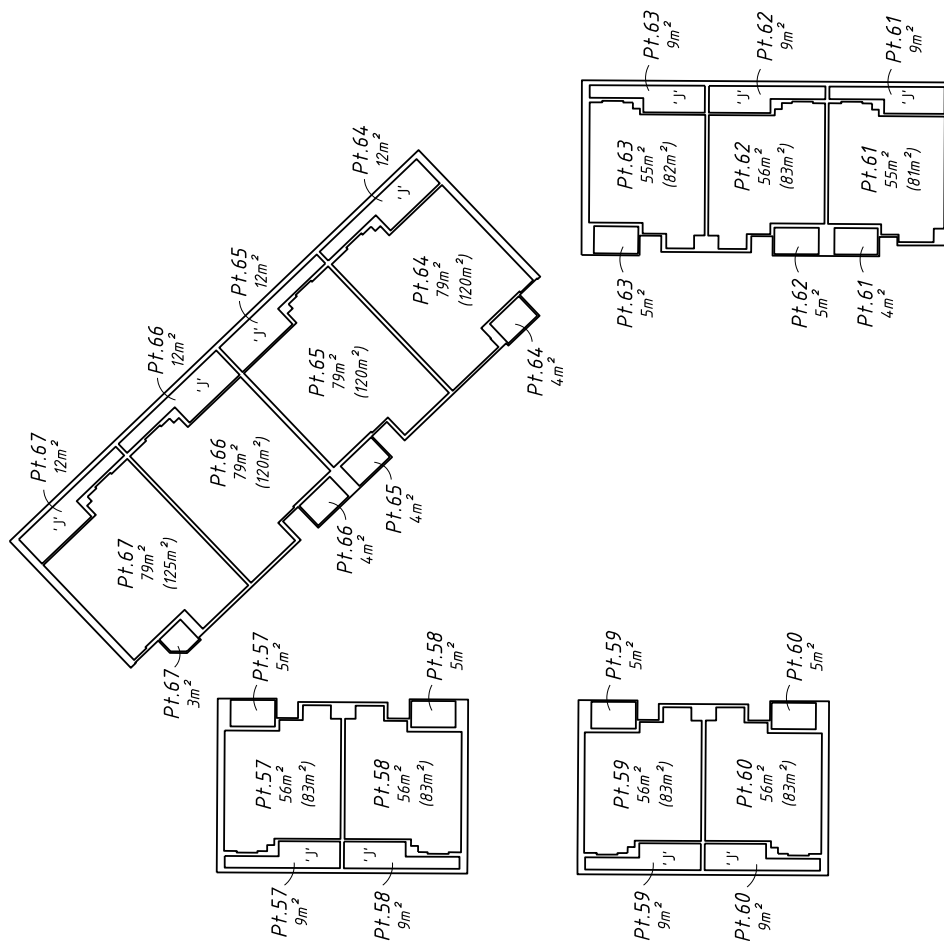
STRATA PLAN

63965

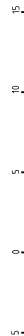
SHEET 6 OF 6 SHEETS

NOTES:

1. The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, the upper surface of the floor and the under surface of the ceiling, as provided by section 3(2)(a) of the Strata Titles Act 1985.
2. The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
3. For other parts of lots 57-66 see sheet 2.
for other parts of lot 67 see sheets 2 & 3.



THIRD FLOOR PLAN



SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

15660271616 Third.dgn

FORM 3

page 1 of 2

| STRATA PLAN No. | | | | 63965 | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 1 | 130 | | | 28 | 130 | | |
| 2 | 130 | | | 29 | 173 | | |
| 3 | 130 | | | 30 | 135 | | |
| 4 | 130 | | | 31 | 135 | | |
| 5 | 130 | | | 32 | 135 | | |
| 6 | 130 | | | 33 | 180 | | |
| 7 | 130 | | | 34 | 180 | | |
| 8 | 160 | | | 35 | 180 | | |
| 9 | 175 | | | 36 | 180 | | |
| 10 | 137 | | | 37 | 133 | | |
| 11 | 137 | | | 38 | 131 | | |
| 12 | 137 | | | 39 | 131 | | |
| 13 | 172 | | | 40 | 131 | | |
| 14 | 172 | | | 41 | 131 | | |
| 15 | 172 | | | 42 | 131 | | |
| 16 | 172 | | | 43 | 131 | | |
| 17 | 130 | | | 44 | 131 | | |
| 18 | 130 | | | 45 | 170 | | |
| 19 | 130 | | | 46 | 138 | | |
| 20 | 130 | | | 47 | 138 | | |
| 21 | 130 | | | 48 | 138 | | |
| 22 | 130 | | | 49 | 169 | | |
| 23 | 130 | | | 50 | 143 | | |
| 24 | 130 | | | 51 | 143 | | |
| 25 | 160 | | | 52 | 143 | | |
| 26 | 130 | | | 53 | 181 | | |
| 27 | 130 | | | 54 | 181 | | |

Continued Overleaf

FORM 3

| STRATA PLAN No. | | | | 63965 | | | |
|------------------------------|------------------|---------------------|------|------------------------------|------------------|---------------------|------|
| Schedule of Unit Entitlement | | Office Use Only | | Schedule of Unit Entitlement | | Office Use Only | |
| | | Current Cs of Title | | | | Current Cs of Title | |
| Lot No, | Unit Entitlement | Vol. | Fol. | Lot No, | Unit Entitlement | Vol. | Fol. |
| 55 | 181 | | | | | | |
| 56 | 181 | | | | | | |
| 57 | 147 | | | | | | |
| 58 | 147 | | | | | | |
| 59 | 147 | | | | | | |
| 60 | 147 | | | | | | |
| 61 | 144 | | | | | | |
| 62 | 144 | | | | | | |
| 63 | 144 | | | | | | |
| 64 | 198 | | | | | | |
| 65 | 198 | | | | | | |
| 66 | 198 | | | | | | |
| 67 | 198 | | | | | | |
| | | | | | | | |
| | | | | Aggregate | 10,000 | | |

DESCRIPTION OF PARCEL AND BUILDING

67 residential apartment dwellings within a 5 level development over Lot 462 on Deposited Plan 62849
Address of Parcel: 34 Shoalwater Street, North Coogee WA 6163

CERTIFICATE OF LICENSED VALUER
STRATA

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

30-Jan-2017

Date

Paul Conti

Digitally signed by Paul Conti
DN: cn=Paul Conti c=AU
e=paul.conti@cbre.com.au
Reason: I am the author of this document
Location:
Date: 2017-01-30 15:00+08:00

Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 63965

DESCRIPTION OF PARCEL & BUILDING

A multi storey residential building of concrete construction comprising 67 apartments situated on Lot 432 on DP62849 known as TEMPO, the address is 34 Shoalwater Street, NORTH COOGEE WA 6163

CERTIFICATE OF LICENSED SURVEYOR

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

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

~~*(b) each building shown on the plan is within the external surface boundaries of the parcel; or~~

*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —

(i) all lots shown on the plan are within the external surface boundaries of the parcel;

(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and

~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) no(s) on Strata Plan No. registered in respect of (name of scheme) or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of the Strata Titles General Regulations 1996.~~



Patrick James Burton
2017.02.16 14:57:55 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Occupancy permit – strata

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

Permit number
StratReg16/071

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

1. Details of building or structure

| | | | | |
|---|---|--|--|-------------------------|
| Property street address (provide lot number where street number is not known) | Unit no | Street no 34 | Level | Lot no |
| | Street name Shoalwater Street | | Street type | Street suffix |
| | Suburb NORTH COOGEE | | State WA | Postcode 6163 |
| Certificate of title | Volume 2774 | | Folio 990 | |
| Lot(s) on survey | 462 | | | |
| Strata plan number | 63965 | Land being re-subdivided (if applicable) | | |
| Description of building | A Multi Storey Residential Building of Concrete Construction comprising 67 x Residential Apartments & basement Carpark | | | |
| BCA class of the building | Main BCA class Class 2 | | Secondary BCA class (for multi-purpose buildings) Class 7a | |
| Use(s) of the building | Residential Units & Carpark | | Each restriction on use (if applicable) | |

2. Permit details

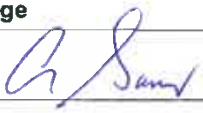
This occupancy permit strata is for: ☒ Whole of building ☐ Part of building

Details

Western Australian Planning Commission approval required? ☐ Yes ☒ No

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

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

| | | |
|------------------|---|--|
| Issuing officer | Name Alan Savage | Job title Senior Building Surveyor |
| | Signature  | Date 25/01/2017 |
| Permit authority | City of Cockburn | |

LG Ref.
~~WAPC Ref.~~

FORM 26

STRATA PLAN NO 63965

Strata Titles Act 1985

Sections 25(1), 25(4)

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

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

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

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

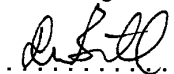
Property Description: Lot (or Strata Plan) No.
462
.....
Location
.....
Locality
North Coogee
.....
Local Government City of Cockburn

Lodged by: Veris (Whelans Australia Pty Ltd)

Date: 22-Dec-2016

(*To be deleted as appropriate.)

For Chairman, Western Australian
Planning Commission



Date 16/02/2017

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

FORM 8

Note: Entries may be affected by subsequent endorsements.

Strata Plan 63965

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 1 | 2922/381 | Registered | |
| 2 | 2922/382 | Registered | |
| 3 | 2922/383 | Registered | |
| 4 | 2922/384 | Registered | |
| 5 | 2922/385 | Registered | |
| 6 | 2922/386 | Registered | |
| 7 | 2922/387 | Registered | |
| 8 | 2922/388 | Registered | |
| 9 | 2922/389 | Registered | |
| 10 | 2922/390 | Registered | |
| 11 | 2922/391 | Registered | |
| 12 | 2922/392 | Registered | |
| 13 | 2922/393 | Registered | |
| 14 | 2922/394 | Registered | |
| 15 | 2922/395 | Registered | |
| 16 | 2922/396 | Registered | |
| 17 | 2922/397 | Registered | |
| 18 | 2922/398 | Registered | |
| 19 | 2922/399 | Registered | |
| 20 | 2922/400 | Registered | |
| 21 | 2922/401 | Registered | |
| 22 | 2922/402 | Registered | |
| 23 | 2922/403 | Registered | |
| 24 | 2922/404 | Registered | |
| 25 | 2922/405 | Registered | |
| 26 | 2922/406 | Registered | |
| 27 | 2922/407 | Registered | |
| 28 | 2922/408 | Registered | |
| 29 | 2922/409 | Registered | |
| 30 | 2922/410 | Registered | |
| 31 | 2922/411 | Registered | |
| 32 | 2922/412 | Registered | |
| 33 | 2922/413 | Registered | |
| 34 | 2922/414 | Registered | |
| 35 | 2922/415 | Registered | |
| 36 | 2922/416 | Registered | |
| 37 | 2922/417 | Registered | |
| 38 | 2922/418 | Registered | |
| 39 | 2922/419 | Registered | |
| 40 | 2922/420 | Registered | |
| 41 | 2922/421 | Registered | |
| 42 | 2922/422 | Registered | |
| 43 | 2922/423 | Registered | |
| 44 | 2922/424 | Registered | |
| 45 | 2922/425 | Registered | |

Strata Plan 63965

| Lot | Certificate of Title | Lot Status | Part Lot |
|-----|----------------------|------------|----------|
| 46 | 2922/426 | Registered | |
| 47 | 2922/427 | Registered | |
| 48 | 2922/428 | Registered | |
| 49 | 2922/429 | Registered | |
| 50 | 2922/430 | Registered | |
| 51 | 2922/431 | Registered | |
| 52 | 2922/432 | Registered | |
| 53 | 2922/433 | Registered | |
| 54 | 2922/434 | Registered | |
| 55 | 2922/435 | Registered | |
| 56 | 2922/436 | Registered | |
| 57 | 2922/437 | Registered | |
| 58 | 2922/438 | Registered | |
| 59 | 2922/439 | Registered | |
| 60 | 2922/440 | Registered | |
| 61 | 2922/441 | Registered | |
| 62 | 2922/442 | Registered | |
| 63 | 2922/443 | Registered | |
| 64 | 2922/444 | Registered | |
| 65 | 2922/445 | Registered | |
| 66 | 2922/446 | Registered | |
| 67 | 2922/447 | Registered | |

INSTRUCTIONS

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

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. The volume and folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future notices can be sent.
3. **INFORMATION CONCERNING SITE CLASSIFICATION**
Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

K 59796 ML

17 Jan 2007 13:43:52 Perth



REG \$ 82.00

NREG \$ 66.00

FEES \$ 148.00

MEMORIAL CONTAMINATED SITES ACT 2003

LODGED BY

Department of Environment & Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6842

PHONE No. 1300 762 982

FAX No. (08) 6467 5532

REFERENCE No. 12312

ISSUING BOX No. 888V

PREPARED BY

Contaminated Sites Section
Department of Environment & Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6842

PHONE No. 1300 762 982 FAX No. (08) 6467 5532

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

① 9

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Receiving Clerk

Lodged 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.



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND
CONSERVATION

Client ID 377

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

OCS

MEMORIAL

CONTAMINATED SITES ACT 2003

SECTION 58(1) (a) (i) (I) (II) (III) (IV)

DESCRIPTION OF LAND (Note 1)

LOT 9501 ON DEPOSITED PLAN 43622
 LOT 9001 ON DEPOSITED PLAN 43622
 LOT 249 ON DEPOSITED PLAN 48777
 LOT 250 ON DEPOSITED PLAN 48777
~~LOT 251 ON DEPOSITED PLAN 48777~~
 LOT 252 ON DEPOSITED PLAN 48777
 LOT 253 ON DEPOSITED PLAN 48777
 LOT 254 ON DEPOSITED PLAN 48777
 LOT 255 ON DEPOSITED PLAN 48777
 LOT 256 ON DEPOSITED PLAN 48777
 LOT 257 ON DEPOSITED PLAN 48777
~~LOT 258 ON DEPOSITED PLAN 48777~~
 LOT 8506 ON DEPOSITED PLAN 43622
 LOT 8509 ON DEPOSITED PLAN 43622
~~LOT 318 ON DEPOSITED PLAN 43622~~
~~LOT 315 ON DEPOSITED PLAN 43622~~
 LOT 313 ON DEPOSITED PLAN 43622
 LOT 312 ON DEPOSITED PLAN 43622
~~LOT 308 ON DEPOSITED PLAN 43622~~
 LOT 307 ON DEPOSITED PLAN 43622
 LOT 8508 ON DEPOSITED PLAN 43622

Now Lots 265, 9003 + 9504 DP49305

EXTENT

VOLUME

FOLIO

| | | |
|-------|-----------------|----------------|
| Whole | 2620 | 988 |
| Whole | 2620 | 987 |
| Whole | 2622 | 374 |
| Whole | 2622 | 375 |
| Whole | 2622 | 376 |
| Whole | 2622 | 377 |
| Whole | 2622 | 378 |
| Whole | 2622 | 379 |
| Whole | 2622 | 380 |
| Whole | 2622 | 381 |
| Whole | 2622 | 382 |
| Whole | 2622 | 383 |
| Whole | 2620 | 984 |
| Whole | 2620 | 986 |
| Whole | 2620 | 969 |
| Whole | 2620 | 966 |
| Whole | 2620 | 964 |
| Whole | 2620 | 963 |
| Whole | 2620 | 959 |
| Whole | 2620 | 958 |
| Whole | 2620 | 985 |

2641
196-198

REGISTERED PROPRIETOR (Note 2)

STOCKLAND SOUTH BEACH PTY LTD OF POST OFFICE BOX 498, SOUTH PERTH

INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)

Under the Contaminated Sites Act 2003, this site has been classified as "Remediated for Restricted Use". For further information on the contamination status of this site, please contact the Contaminated Sites Section of the Department of Environment & Conservation.

Dated this Fifteenth day of January Year 2007

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)


Kerry Laszig
SECTION MANAGER

DELEGATE OF THE CHIEF EXECUTIVE OFFICER
 DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 UNDER SECTION 91 OF THE
 CONTAMINATED SITES ACT 2003



SIGNATURE OF WITNESS

FULL NAME: Janet Charlton
 ADDRESS: 168 St Georges Tce PERTH WA 6000
 OCCUPATION: Data Management Officer

OCS

**Department of
Environment and Conservation**

The Atrium
Level 4, 168 St Georges Terrace
Perth Western Australia 6000
PO Box K822 Perth Western Australia 6842
Locked Bag 104 Bentley Delivery Centre Western Australia 6983
Telephone (08) 6364 6500 Facsimile (08) 6364 6520
TTY 1800 555 630
Email info@dec.wa.gov.au
www.dec.wa.gov.au

FACSIMILE TRANSMISSION

| | | | |
|---------------------|--------------------------|-----------------------|-------------|
| To: | LANDGATE | Date: | 16 Feb 2007 |
| Attention: | DARRYL | Fax No: | 9273 7668 |
| From: | JANET ASQUITH-CHARLTON | Phone No: | 6467 5348 |
| Total pages: | 1 | Direct Fax No: | 6467 5532 |
| Subject: | AMMENDMENT TO DOC K59796 | | |

UNINTENDED RECIPIENTS

The contents of this facsimile (including attachments) are confidential. Copying, dissemination, publication or other use of the contents is prohibited. If you are not the addressee, please telephone immediately and then destroy the document. Reverse charges for the telephone call will be accepted.
THANK YOU.

Message:

Hi Darryl

I hereby give you authority to delete LOT 308 on DEPOSITED PLAN 43622 from the land description on document K 59796.

I will submit another memorial in the names of the new owners.

Regards

Janet Charlton
Data Management Officer
Land and Water Quality Branch
Department of Environment and Conservation

TOTAL P. 01

File Copy Do Not Destroy.

Stopped Document Disposal Instructions

| Fees to be Refunded | Document Type | Fee \$ |
|---------------------|---------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

Form 10 No.:

Date:

To:

Address:

Parties:

Reference:

Document Numbers:

Computer Records Adjusted:
SMR – WFR or REJECT
Crown – SMP/CAL/RES

Documents to be Rejected:

Documents to be Withdrawn:

Documents for Registration: ✓

Caveats to be made Null & Void:

Authorised by: *[Signature]* 19/2/07

Examiner's notes:

Stopped Case:59796

Original Cs/T:

2641-197, 2622-374, 2622-375, 2622-376, 2622-377, 2622-378, 2622-379, 2622-380, 2622-381, 2622-382, 2622-383, 2620-984, 2620-986, 2620-969, 2620-958, 2620-959, 2620-963, 2620-964, 2620-966, 2620-985, 2641-196, 2641-198, 2620-988 etc

Notice Sent: 13/2/2007

Action:

14.2.07. MAX@ CLARK WHITE CHASE
FOR A REFERENCE. WILL CHASE UP LOGGING
PARTY OF MEMORANDUM.

Examination Instructions

Allocate New C/T

Complete Nom. Index

Examiner: DML, Examiner

Supervisor: Ian Croasdale, Supervisor



Western Australian Land Information Authority ABN 86 574 793 858



Requisition Notice

Section 192 of the Transfer of Land Act

Document Nos: K059796, K059798, K059799,
K059800, K059801, K059802, K059803, K059804,
K059805, K065566, K065567

Section 192

Your Ref: 12312

Our Ref: Darryl Lawrence Ph: 92730905 Fax:
92737668

Date: 13 February 2007

Lodging Party:

CLARK WHYTE PROPERTY LAWYERS
DEPT. OF ENVIRONMENT & CONSERVATION
(Contaminated Sites Section)

Other Parties Contacted:

Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received. A time limit of 14 days applies from the date stated above after which all documents may be rejected.

Requisitions

| Doc. No | Description | Req. Fee |
|--------------------------|---|----------|
| K59796 | Lot 308 on Deposited Plan 43622 is no longer registered in the name of Stockland South Beach Pty Ltd. It was transferred to P W & J M Arnold on 5 January 2007. Please remove this item from the land description of the Memorial. | 0.00 |
| Requisition Sub Total \$ | | 0.00 |
| Additional Fee \$ | | 0.00 |
| TOTAL FEE Payable \$ | | 0.00 |

If all requisitions satisfied and the Reduced Total Fee paid *
by close of business next business day after service,

Deduct \$
Reduced Total Fee \$

Bruce Roberts
Registrar of Titles

Requisitions may be attended to by:

1. Fax direct to the Examiner referred to above.
2. Personal attendance Landgate, Midland Square. (all documents held at Midland Office)
3. The lodging of evidence at Landgate's Perth Branch Office, Mt Newman House, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
4. Post to P O Box 2222, Midland WA 6936.

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$41 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

**Department of
Environment and Conservation**

The Atrium
Level 4, 168 St Georges Terrace
Perth Western Australia 6000
PO Box K822 Perth Western Australia 6842
Locked Bag 104 Bentley Delivery Centre Western Australia 6983
Telephone (08) 6364 6500 Facsimile (08) 6364 6520
TTY 1800 555 630
Email info@dec.wa.gov.au
www.dec.wa.gov.au

FACSIMILE TRANSMISSION

| | | | |
|--------------|------------------------|----------------|-------------|
| To: | LANDGATE | Date: | 20 Feb 2007 |
| Attention: | DARRYL | Fax No: | 9273 7668 |
| From: | JANET ASQUITH-CHARLTON | Phone No: | 6467 5348 |
| Total pages: | 1 | Direct Fax No: | 6467 5532 |
| Subject: | AMMENDMENT TO DOC | | |

UNINTENDED RECIPIENTS

The contents of this facsimile (including attachments) are confidential. Copying, dissemination, publication or other use of the contents is prohibited. If you are not the addressee, please telephone immediately and then destroy the document. Reverse charges for the telephone call will be accepted.

THANK YOU.**Message:**

Hi Darryl

I hereby give you authority to delete the following:

LOT 315 on DEPOSITED PLAN 43622

LOT 318 on DEPOSITED PLAN 43622

LOT 251 on DEPOSITED PLAN 48777

LOT 258 on DEPOSITED PLAN 48777

from the land description on document K 59796.

I will submit another memorial in the names of the new owners.

Regards

Janet Charlton

Data Management Officer

Land and Water Quality Branch

Department of Environment and Conservation



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

EXAMINED

N620123 AE

10 May 2017 08:30:00 Midland



LODGED BY All Strata Management Services

ADDRESS PO Box 511
MT LAWLEY WA 6929

PHONE No. 08 9227 8966

FAX No. 08 9227 5519

REFERENCE No. sp 63965

ISSUING BOX No.

999L

PREPARED BY As above


ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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



BLANK INSTRUMENT FORM**Form 16**

(Note 1)

**NOTICE OF CHANGE OF ADDRESS FOR
SERVICE OF NOTICES***Strata Titles Act 1985*

Section 40

The Owners of TEMPO Strata Plan No 63965 hereby gives notice that the address for service of notices on the Company has now been changed to –

121 WALCOTT STREET
MOUNT LAWLEY WA 6050

The Common Seal of the Owners of TEMPO Strata Plan No 63965 was hereunto affixed
on 8 / 5 / 2017

In the presence of –

Cameron Barr

As authorised under Section 45(2) of
the Strata Titles Act (1985) for

South Beach Management Pty Ltd

Lot 4 as Sole Member of the Council



INSTRUCTIONS

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

NOTES

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

OFFICE USE ONLY

N557722 SM

17 Feb 2017 15:34:29 Perth



Lodged By ~~As below~~ DLA Piper

Address Level 31
152-158 St Georges Terrace
Perth WA 6000

Phone No. 08 6467 6000

Fax No. 08 6467 6001

E-Mail robyn.rogers@dlapiper.com

Reference No. 377312/1

Issuing Box No. 88V

Prepared By DLA Piper

Address Level 31
152-158 St Georges Terrace
Perth WA 6000

Phone No. (08) 6467 6000

Fax No. (08) 6467 6001

E-Mail robyn.rogers@dlapiper.com

Reference No. 377312/1

Issuing Box No. V888

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

2/2

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

| | | |
|----|-------|-------------------|
| 1. | _____ | Received Items |
| 2. | _____ | Nos. 0 |
| 3. | _____ | |
| 4. | _____ | |
| 5. | _____ | |
| 6. | _____ | Receiving Clerk C |

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

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

- (e) act as chairman of the council if so agreed by all the members of the council present at a meeting of the council;
- (f) take advice from the strata company that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims.
- (g) act as agent for the strata company to engage or employ a caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;
- (h) arrange for the preparation and submission of income tax returns on behalf of the strata company;
- (i) disburse monies in accordance with the Act and the terms of the by-laws;
- (j) maintain the records of the strata company required by law;
- (k) prepare as necessary annual budgets and financial reports and keep all records necessary to facilitate such preparation;
- (l) provide, so far as is reasonable, any assistance to the strata company and the members of its council;
- (m) take possession of and care for the records and documents of the strata company;
- (n) implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- (o) have custody of the common seal;
- (p) implement the decisions of the strata company and its council;
- (q) instruct solicitors, attend conferences and generally supervise legal proceedings involving the strata company;
- (r) arrange, other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- (s) liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land.

(b) legal costs on a solicitor/owner-client basis; and

(c) debt recovery agency's costs;

may be included and claimed in such action.

(2) All such costs shall be payable by the proprietor:

(a) in respect of costs other than legal costs, as liquidated damages; and

(b) in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor/owner-client basis, provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the proprietor a written notice specifying amounts owing, including interest, to that date in respect of which such proceedings are to be taken.

(3) To the extent that the strata company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the council of owners is hereby empowered, when required:

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

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

37 Strata Company Management

(1) The strata company may, at a general meeting, direct the strata company to appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.

(2) Unless otherwise provided in the by-laws the strata company shall at a general meeting determine which of the strata company's power, authorities, duties and functions may be delegated to the strata company manager (to the extent that the same are capable of being delegated).

(3) The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a general meeting of the strata company, to:

(a) arrange as required by the strata company normal day to day maintenance, repair and replacement of any personal property vested in the strata company, but excluding any special attendance at the land and common property for this purpose;

(b) view the improvements within the scheme on at least 2 occasions in each year;

(c) arrange and attend the annual general meeting;

(d) act upon request by, or in the absence of, the chairman as chairman of any meeting of the strata company; or

- (a) interfere with any fire safety equipment;
 - (b) obstruct any fire escape or fire stairwell; 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.
- (2) A proprietor shall ensure that the smoke detector alarms and any other fire safety equipment installed within his lot are maintained on an annual basis at his cost.
- (3) So as to prevent the spread of fire into any adjoining lot or the common property it is recommended that a proprietor keep and maintain (in accordance with the manufacturers recommendation) adequate fire protection consisting of:
- (a) carbon dioxide type fire extinguisher or a fire blanket;
 - (b) smoke detector alarms in the kitchen and sleeping areas of the lot.

33 Storage of Inflammable Liquids

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

34 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 proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.

35 Penalty for Breach of By-laws

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

36 Costs of Recovering Unpaid Levies and Other Amounts

- (1) If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(a) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any court of competent jurisdiction). All costs incurred in taking such action, including, but not limited to:
- (a) strata company manager's costs, pursuant to their strata management contract or as otherwise determined by the strata company;

27 Animals

- (1) Subject to section 42(15) of the Act as proprietor or occupier must not bring onto or keep any animal within its lot without the prior written consent of the council.
- (2) The council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.
- (3) A proprietor or occupier granted consent under sub-bylaw 27(2):
 - (a) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the local government;
 - (b) may only enter upon the common property with the animal for the purposes of access and egress to its lot;
 - (c) is responsible for the health, hygiene, control and supervision of the animal; and
 - (d) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the strata scheme by other proprietors.
- (4) The strata company may serve a notice on a proprietor or occupier of a lot whose animal causes a nuisance to other proprietors or occupiers requiring that proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- (5) A proprietor or occupier that fails to comply with a notice issued under sub-bylaw 27(4) must immediately remove the animal from the lot.

28 Moving Furniture

Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the council sufficient notice of his intention to do so in order to enable the strata company to make arrangements to ensure that no damage is caused to the common property.

29 Cleaning Windows

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

30 Signs

No sign or billboard shall be displayed within public view on any portion of a lot at any time.

31 Washing, Drying, etc.

Neither a proprietor nor a proprietor's invitee shall hang any washing, towels, bedding, clothing or other article on any balcony or any part of the parcel in such a way as to be visible from any other part of the parcel or from beyond the parcel.

32 Fire Safety and Fire Protection Maintenance

- (1) A proprietor, occupier or invitee shall not:

arising from the smoke detectors fitted to the building being activated by reason of the breach of by-law 21(1).

22 Refuse and Cleaning

A proprietor or an occupier shall:

- (1) Not deposit or throw upon their lot or on any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other proprietor or occupier; and
- (2) Comply with all of these strata company by-laws and rules, made in accordance with Schedule 2 by-law 18, and any by-laws or regulations of the local government relating to the disposal of garbage.

23 Vermin, pests and insects infestation

A proprietor or occupier of a lot shall keep their lot clean and free from infestation from vermin, pets and insects.

24 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 24(1) of Schedule 2 shall be borne by the proprietor whether the same is caused by his own actions or those of an occupier or an invitee.

25 Contractor Instructions & common property Damage

- (1) No proprietor or occupier may directly instruct any contractors or workmen employed by the strata company unless authorised by the strata company or the strata company manager. Any person instructing any contractor or workman without authorisation from the strata company shall be responsible personally for the payment of such contractor or workman and shall also be personally responsible for the cost of removing or altering any such work as the strata company deems unsatisfactory.

26 Antenna

- (1) A proprietor or occupier shall not erect, construct, install or use or permit to be erected, constructed, installed or used any antenna, satellite receiver dish or aerial:
 - (a) on any part of the common property without the prior written approval of the strata company; or
 - (b) within his lot where it is visible from outside the lot and the use of which does or may interfere any television or radio reception, security, safety or communication system in any other lot or which creates any other nuisance to the proprietor or occupier of any other lot.

19 Car Bays

- (1) A proprietor or occupier is permitted to park a passenger motor vehicle, four wheel drive passenger motor vehicle or a motor cycle in their car park. No other vehicle or trailer is permitted to be parked within this area.
- (2) A proprietor or occupier shall:
 - (a) without limiting the rights of a proprietor or occupier who has ownership rights in respect of a car bay:
 - (i) allow the users of contiguous car bays, a pedestrian right of way over the car bay for access to and from parked vehicles on those contiguous car bays and vehicles turning space to allow entry to and exit from those contiguous car bays; and
 - (ii) allow other proprietors or occupiers of any adjoining storeroom a pedestrian right of way over the car bay, when there is no vehicle parked within the car bay space, to allow them access to their storeroom.
 - (b) not erect any form of structure within or on the boundary of any part of his car bay part lot which may prevent access to contiguous car bays or other owners storage area;
 - (c) not grant any lease, licence or other occupancy right to any person who is not a lot proprietor or occupier in the scheme in respect of any portion of his or her lot used as a car bay or storage area;
 - (d) not conduct repairs or restorations of any motor vehicle, motor cycle or other type or vehicle upon any portion of his car bay or any other car bay; and
 - (e) keep their car clean and tidy and ensure all oil spills are promptly removed from the floor surface of their car bay.

20 Air Conditioning Units

- (1) A proprietor of a lot may only install an air conditioning system of a type approved by the council of owners or strata company manager and in a position either in their lot or on the common property so that it does not interfere with the peaceful enjoyment of any other proprietor or occupier.
- (2) All air conditioning units shall be of a quality and standard that contains noise abatement features that will minimise the noise from the compressors.
- (3) The proprietor of a lot shall be responsible for the costs of operating, maintaining (including maintenance so as to minimise noise emission) and repairing any air conditioner plant and its connecting pipe work, ducting, electrical wiring and equipment that services the proprietor's lot.

21 Smoking

- (1) No proprietor, occupier or invitee shall smoke in any portion of the building comprising common property.
- (2) Any proprietor who breaches by-law 21(1) or permits a breach of the by-law will indemnify the strata company in respect of any claim by any local or state authority or the fire brigade

- (f) use any part of the common property, other than common property over which the proprietor or occupier has exclusive use rights, for their own purposes to the exclusion of others, save as otherwise permitted by these by-laws.
- (2) A proprietor or occupier or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier or other resident of another lot or to any person lawfully using common property.
- (3) A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property caused by misuse.

16 Proprietor to Advise of Defects

- (1) A proprietor or occupier shall give the strata company or its duly appointed strata company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.
- (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

- (1) Should any damage be caused to any part of the common property by any proprietor, occupier or their invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.
- (2) If the strata company expends money to make good the damage to the common property the strata company shall be entitled to recover from the proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction

18 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) affixing of external aerials;
 - (b) parking of vehicles;
 - (c) fire and emergency exercises;
 - (d) use of lifts, stairways and passageways;
 - (e) rubbish collection;
 - (f) security of the building and charges relating to the security system and security keys.
- (2) A proprietor or occupier and their invitees will comply at all times with the rules.

- (a) maintain their premises and any common property for which they have been granted exclusive use in a clean condition and free from all vermin and insects; and
- (b) replace in a timely fashion all those parts of their premises which are beyond repair and which may become a nuisance or a hazard.

12 Water Leakages to other lots and Common Property

- (1) It is the responsibility of the registered proprietor of a lot to ensure that all wet areas, and balconies contained within the lot or lots of which they are the registered proprietor are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than waste pipes provided for the disposal of such water or liquid.
- (2) The registered proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from their lot.

13 Maintenance of Main Structure of Building

- (1) The core structure of the building is to be structurally maintained by the strata company, notwithstanding that part or all of an internal or external wall may form part of an individual lot.
- (2) Where a proprietor or occupier has made a change to an internal wall which causes a maintenance issue it will be the responsibility of that proprietor or occupier to make good.

14 Access over a lot by the strata company or its agents or lot proprietors

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

15 Use of Common Property

- (1) A proprietor or occupier shall not:
 - (a) obstruct lawful use of or access to common property, other than common property over which the proprietor or occupier has exclusive use rights, by any person;
 - (b) park or stand any motor or other vehicle upon the common property except with the prior written approval of the strata company;
 - (c) store any items in or upon the common property including areas of exclusive use otherwise than in accordance with any licence or by-law allowing such storage;
 - (d) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used;
 - (e) allow a child to play upon any driveway, car park area or storage area, gymnasium or pool area, unless accompanied by an adult exercising effective control; nor

- (2) Subject to Schedule 2 by-law 6 a proprietor may install a wooden or other hard-surfaced floor-covering to their lot provided that the written approval of the council has first been given to the proprietor of the lot and that a sound proof membrane approved by the council is first installed between the concrete slab and the proposed flooring; and further
- (3) A proprietor must comply with all Australian Codes applicable from time to time to the sound proofing of flooring.

8 Window Treatments

- (1) A proprietor or occupier shall not:
 - (a) hang window treatments in any lot which are visible from the outside of a lot unless those window are of such uniform material and colour as from time to time prescribed by the strata company;
 - (b) fit any blinds or screens within his lot that are visible from outside his lot unless they are of such uniform colour as prescribed by the strata company from time to time; or
 - (c) apply any tinting, surface film or coloured glass to either the inside or outside surface of any window visible from outside the lot.

9 Balconies

- (1) A proprietor or occupier shall not use any balcony other than for passive recreational pursuits directly related to the use to which the balance of the lot on that floor level is put; and further:
 - (a) balconies may be furnished with patio type furniture designed to facilitate the use of the balconies permitted under sub-bylaw 9(1);
 - (b) other than plants placed within containers that prevent the escape or flow of water on to any part of the building, a proprietor or occupier shall not place or keep any item of flora on or within any balcony; and
 - (c) to the satisfaction of the council, a proprietor shall ensure that at all times the balcony to which sub-by law 9(1) applies is maintained in a clean and tidy condition and, in particular, all storm-water drainage facilities and equipment located within the part-lots are maintained free of debris or other matter which may impede the free flow of water there from.
- (2) A proprietor or occupier shall not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot unless the council or strata company manager has approved of it in writing.

10 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.

11 Repair and Maintenance of Premises

- (1) A proprietor shall at the proprietor's cost:-

- (d) indemnified the strata company in respect of any cost expense or liability that may be incurred by the strata company consequent upon the proprietor undertaking the structural alterations building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.
- (2) In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:-
- (a) that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
 - (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 proprietor's lot by all tradesman bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
 - (f) that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00pm and 8:30am Monday to Friday and not at all on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietors or occupiers of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and occupiers 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 5(2)(f);
 - (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; and
 - (h) that all works and installations carried out comply with all Australian Standard Codes applicable from time to time to the building industry and without limiting the foregoing, all Codes applicable in relation to electrical works and installations.

6 Floor Loading

- (1) Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in:
 - (a) excessive stress or floor loading to any part of a lot or the premises; or
 - (b) a breach of any restrictive covenant applicable to the strata plan.

7 Floor Coverings

- (1) A proprietor shall ensure that all floor space within that proprietor's lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the proprietor's or occupier's of any other lots;

- (4) An allocation of cost pursuant to sub bylaw 3(3) may, but need not bear, a relationship to the unit entitlement of any or all of the lots.

4 Security

- (1) Proprietors and occupiers must not do anything which may prejudice the security or safety of the building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- (2) The strata company may restrict access to:-
- (a) the car parking areas by means of a restricted access system; and
 - (b) parts of the building by means of a restricted access system or security key for the purposes of securing the building and the common property from intruders and to preserve the safety of the building from fire or other hazards.
- (3) Proprietors and occupiers shall maintain the safe custody of all keys, cards and remote control devices issued to them in relation to the parcel and if any such security devices are lost or stolen they shall be replaced at the cost of the proprietor provided that if, in the opinion of the council, that loss or theft affects the security of the parcel, then the proprietor or occupier shall pay all costs necessary to ensure security is preserved for all the lots and the common property.
- (4) In the event that a proprietor or occupier is responsible for making available security access devices to any other person they must take all reasonable steps to ensure that the person provided with the security access complies with this by-law 4.
- (5) No proprietor, occupier 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) A proprietor or occupier of a lot must immediately notify the strata manager if any security device is lost, stolen or destroyed.
- (7) A lot proprietor may install at his or her own expense an electronic security system subject to compliance within the Building Standard Code on the condition that it does not interfere with any intercom system or any lot proprietor's television reception.

5 Alterations to Lot

- (1) A proprietor shall not commence any structural alterations, building or associated works of any kind to their lot before they have:
- (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; and

Part 2 – Schedule 2 By-Laws

The Schedule 2 By-laws are repealed and replaced as follows:

1 Theme of building

The strata scheme is a residential apartment complex. It is expected that the proprietors will maintain the ambiance and integrity of the building.

2 Use of lots

(1) Subject to this Schedule 2 by-law 2 a proprietor of a lot may only use their lot as a residence,

(a) Notwithstanding by-law 2(1) a proprietor of a lot may:

- (i) lease the lot to residential tenants;
- (ii) conduct business from his lot so long as:-
 - (A) the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - (B) the conduct of the business from the lot does not breach any local government by-law or regulation;
 - (C) the conduct of the business does not cause any inconvenience to the proprietors or occupiers of any other lot or lots; and
 - (D) no goods in respect of the business or any other business are manufactured, repaired or stored in the lot or on common property.

(2) If a proprietor grants occupancy rights in respect of their lot, they shall:

- (a) promptly provide the strata manager 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) ensure that the occupancy agreement contains a provision to the effect that the occupier will comply with the by-laws and that any breach thereof will constitute a breach of the occupancy agreement that would entitle the proprietor to terminate the occupancy agreement.

3 Administrative Expense Contribution Varied

- (1) Pursuant to section 36(1) of the *Strata Titles Act 1985* (WA) (**Act**), the strata company shall at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary any administration fund of the strata company.
- (2) In accordance with provisions of section 42B of the Act, if any item of administrative expense is specifically referable to one or only some but not all lots, the cost of that expense shall wherever be practicable be borne by the proprietors of the lot or lots to which that item of expense specifically relates.
- (3) The proportion by which costs referred to in sub-bylaw 3(2) hereof are allocated to lots shall be determined in each instance by the strata company in a fair and equitable manner.

00032018.docx

- (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected; or
 - (d) where he is removed from office under by-law 4(9) of Schedule 1.
- (11) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under by-law 4.9, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (12) Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consist of 5 or 6 members and 4, where it consists of 7 members.
- (13) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (14) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

Part 1 – Schedule 1 By-Laws

Schedule 1 by-law 4 is repealed and replaced as follows:

4 Constitution of the Council

- (1) In this Schedule 1 by-law 4 unless the contrary intention appears, “original proprietor” means the registered proprietor of the land at the time the scheme was constituted by registration of the strata plan.
- (2) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
- (3) While the original proprietor continues to be a proprietor:
 - (a) from the date of registration of the strata plan and until the second AGM of the strata company, the council is to comprise the original proprietor as the sole member of the council;
 - (b) from the date of the second AGM, the council is to be constituted in accordance with by-law 4(4) except that for so long as it is a proprietor, the original proprietor will be deemed to be a member of the council,

and it shall not be necessary for it to consent to be or to be nominated for election to the council or to be voted on for election to the council.

- (4) With the exception of the period of time specified in by-law 4(3)(a) and subject to by-law 4(3)(b), the council is to consist of not less than 3 nor more than 7 proprietors as is determined by the strata company at each AGM.
- (5) While the original proprietor continues to be a proprietor, the number of council members to be elected to the council under these by-laws shall be one less than the number of members of the council decided upon by sub-by-law 4(4).
- (6) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (7) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (8) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (9) The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (10) A member of the council vacates his office as a member of the council:-

00032018.docx

| | | |
|----|--|----|
| 33 | Storage of Inflammable Liquids | 16 |
| 34 | Insurance Rates | 16 |
| 35 | Penalty for Breach of By-laws..... | 16 |
| 36 | Costs of Recovering Unpaid Levies and Other Amounts..... | 16 |
| 37 | Strata Company Management..... | 17 |

00032018.docx

Contents

Part 1 – Schedule 1 By-Laws

| | | |
|---|----------------------------------|---|
| 4 | Constitution of the Council..... | 5 |
|---|----------------------------------|---|

Part 2 – Schedule 2 By-Laws

| | | |
|----|--|----|
| 1 | Theme of building..... | 7 |
| 2 | Use of lots..... | 7 |
| 3 | Administrative Expense Contribution Varied..... | 7 |
| 4 | Security | 8 |
| 5 | Alterations to Lot | 8 |
| 6 | Floor Loading | 9 |
| 7 | Floor Coverings | 9 |
| 8 | Window Treatments | 10 |
| 9 | Balconies | 10 |
| 10 | Temporary Building | 10 |
| 11 | Repair and Maintenance of Premises | 10 |
| 12 | Water Leakages to other lots and Common Property | 11 |
| 13 | Maintenance of Main Structure of Building..... | 11 |
| 14 | Access over a lot by the strata company or its agents or lot proprietors | 11 |
| 15 | Use of Common Property | 11 |
| 16 | Proprietor to Advise of Defects | 12 |
| 17 | Damage to Common Property | 12 |
| 18 | Rules..... | 12 |
| 19 | Car Bays | 13 |
| 20 | Air Conditioning Units..... | 13 |
| 21 | Smoking | 13 |
| 22 | Refuse and Cleaning | 14 |
| 23 | Vermin, pests and insects infestation | 14 |
| 24 | Blockage of Drainage Pipes | 14 |
| 25 | Contractor Instructions & common property Damage | 14 |
| 26 | Antenna | 14 |
| 27 | Animals | 15 |
| 28 | Moving Furniture | 15 |
| 29 | Cleaning Windows | 15 |
| 30 | Signs..... | 15 |
| 31 | Washing, Drying, etc..... | 15 |
| 32 | Fire Safety and Fire Protection Maintenance | 15 |

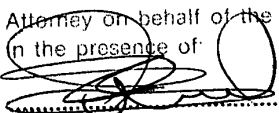
00032018.docx

ENCUMBRANCE

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

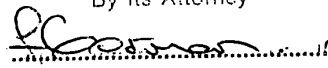
COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124
ENCUMBRANCE Document & No. **Mortgage M945390**

SIGNED BY LINDA GORMAN
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
A.C.N. 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of


An Officer of the said Bank

John Manera
300 Murray Street, PERTH WA 6000
Bank Officer

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney


ASSISTANT MANAGER

H662979

BLANK INSTRUMENT FORM**MANAGEMENT STATEMENT**

(Note 1)

FORM 25**Strata Titles Act 1985****Section 5C(1)****STRATA PLAN No. 63965****MANAGEMENT STATEMENT****South Beach Management Pty Ltd ACN 151 018 745 atf South Beach Two Development Trust****Tempo, 34 Shoalwater Street, North Coogee**

Lot 462 on Deposited Plan 62849 and being the whole of the land comprised in Certificate of Title Volume 2744 Folio 990

This management statement to be lodged with a strata plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedule 1 and Schedule 2 of the Strata Titles Act 1985 (as amended) that are to have effect upon registration of the strata plan.

- 1 The Schedule 1 by-laws are amended, repealed, or added to as follows —
 - Repeal Schedule 1 by-law 4 and adopt in its place by-law 4 as set out in Part 1 below.
- 2 The Schedule 2 by-laws are amended, repealed, or added to as follows —
 - Repeal the Schedule 2 by laws and adopt in their place by-laws 1-37 as set out in Part 2 below.

DATED this 27 day of January 2017

Executed by
South Beach Management Pty Ltd
ACN 151 018 745 atf South
Beach Two Development Trust
in accordance with Section 127 of
the Corporations Act 2001

signature of director

print name

David Richard Clark
David Richard Clark

signature of director/secretary

print name

Cameron Andrew Darr
CAMERON ANDREW DARR

**Minutes of Annual General Meeting held on Tuesday, 17 June 2025 at The Hub 6163, 1 Starling Street Hamilton Hill
WA 6163 at 05:00 PM.****1 PRELIMINARY MATTERS****Welcome**

Representative of Apogee Strata Pty Ltd welcomed the owners and declared the meeting open at 5:35pm.

Attendance, Proxies and Apologies

| Lot | Unit | Attendance | Owners Name | Representative |
|-----|------|------------|---|-------------------|
| 1 | 1 | Apology | Eunice Barbara Bissett | |
| 3 | 3 | Yes | Sonya Keleman | |
| 8 | 8 | Apology | Claire Suzanne Hubbard | Chairperson |
| 15 | 15 | Apology | Stephen J Bowler & Deanne T Bowler | Chairperson |
| 18 | 18 | Yes | Jessica Mancuso | |
| 25 | 25 | Apology | Liam Elliott & Rebecka Sofia Margareta Trolle | Chairperson |
| 28 | 28 | Apology | Kathryn S Morris | Chairperson |
| 32 | 32 | Apology | Peter B Herden & Ellen W Herden | Chairperson |
| 35 | 35 | Apology | Brain Kenneth Ottaway | Chairperson |
| 37 | 37 | Apology | Eddy Rix & Helen Devitt | Chairperson |
| 39 | 39 | Yes | Lesley Cotter | |
| 42 | 42 | Yes | Lisa Dean | |
| 52 | 52 | Apology | Erica Massara and Guisepe Massara | Chairperson |
| 55 | 55 | Yes | Kevin Bruce Housham & Lily Anne Housham | Lily Anne Housham |
| 56 | 56 | Yes | John Collins & Patricia Collins | John Collins |
| 60 | 60 | Yes | Alan Dawson & Karla Dawson | Alan Dawson |
| 61 | 61 | Yes | Anne De Champlain | |
| 62 | 62 | Yes | Sabine Rourke | |
| 63 | 63 | Apology | Simon C Goodridge | Chairperson |

Present by invitation:

Lot 55 - Kevin Housham

Lot 56 - Patricia Collins

Lot 60 - Karla Dawson

Maddison Doyle representing Apogee Strata

Tanya Peck representing Apogee Strata

SPECIAL BUSINESS**2 Quorum and Verification of Proxies**

In accordance with Section 130 (4) the persons entitled to vote who were present at the meeting constituted a quorum for the purposes of the meeting at 5:35pm.

3 Appointment of Chairperson for the Meeting

On motion moved by Lisa Dean and seconded by Anne De Champlain it was resolved that Maddison Doyle a representative from Apogee Strata Pty Ltd be appointed as Strata Company Chairperson for the duration of the meeting.

4 Confirmation of Minutes of Previous Meeting

On motion moved by Lesley Cotter and seconded by Lisa Dean it was resolved by ordinary resolution that the previously circulated minutes of the Annual General Meeting held 11 June 2024 be taken as read, accepted as a true and correct record of that Meeting and adopted into the Strata Company's records.

Business Arising

Nil

5 10 Year Maintenance Plan

On a motion moved by Alan Dawson and seconded by John Collins it was resolved by ordinary resolution that the required maintenance outlined in the 10-year maintenance plan for the period 2025/2026 and the Council of Owners is authorised to expend funds from the reserve fund.

6 Debt Recovery

Process of Debt Recovery

The Strata Company acknowledged the following debt recovery process:

1. Reminder Notice, to the lot proprietor when their account is 31 days in arrears;
2. Final Notice, to the lot proprietor, when their account is 64 days in arrears (fees will be imposed on the lot proprietor);
3. Legal Action letter to the lot proprietor issued at 94 days detailing the arrears (fees will be imposed on the lot proprietor);

At 100 days in arrears, if a cost recovery by-law has been registered and if the total lot debt is in excess of 2,000.00 the matter will be referred to a lawyer for follow up. All charges will be on-billed to the offending lot in accordance with the debt recovery by-law; and

At 100 days in arrears, if no cost debt recovery by-law has been registered, the total lot debt will only be referred to a lawyer at the direction of the Council of Owners as the costs for recovery will be the responsibility of the Strata Company.

Interest Charges on Late Payment of Levies

On a motion moved by Alan Dawson and seconded by Anne De Champlain the Strata Company resolved by ordinary resolution to waive interest charges for late payment of levies up to 30 days only.

Recovery of Money Due to the Strata Company

On a motion moved by Alan Dawson and seconded by Lily Anne Housham the Strata Company resolved by ordinary resolution that the Council of Owners, after due and proper consideration, be authorised to effect a compromise of any action for the recovery of money due to the Strata Company.

Please note: Examples of a compromise being; agreeing to not charging interest on the debt; entering into a payment plan with the lot owner; and waiving legal fees.

7 Other Matters

Proposed Date of Next Annual General Meeting

The Strata Company agreed that the next Annual General Meeting will be held on Wednesday 10 June 2026.

GENERAL BUSINESS

Carpark Leaks

It was noted that there are leaks in the car park, believed to be originating from the joints in the concrete slab. A tray system has been installed as a temporary measure; however, a more effective long-term solution will need to be investigated.

An additional leak was identified at the entrance level near the lift and stairwell.

New Vehicle Gate

A request was made for the Council of Owners to review the installation of a new vehicle gate.

Olive Trees

It was noted that olive trees located in the council land are growing in such a way that they are touching the building and obstructing views. Owners have reported the matter to the local shire for further assessment and action.

Entrance Lift/Platform

It was noted that the lift/platform at the front entrance of Tempo is currently out of service.

Maddison Doyle informed the owners that quotes are being obtained for either repair or replacement. She further advised that the lift/platform was likely installed to comply with building regulations and that its removal would require verification of those obligations. If the strata company wished to remove the structure, a Resolution Without Dissent would need to be passed prior to any removal.

Options under consideration include replacing the lift or installing a ramp, subject to a feasibility assessment. The strata company remains responsible for maintaining all common property.

Unit 62 - Roof Leak

A roof leak was reported at Unit 62. The owner has not yet been advised of the outcome of the initial investigation. The Strata Manager is to review the matter and provide an update to the lot owner.

8 Appointment of Strata Company Manager

On a motion moved by Lisa Dean and seconded by Alan Dawson it was resolved by ordinary resolution to appoint Apogee Strata Pty Ltd as the Strata Company Manager for a period of 2 years commencing from 1 July 2025. (A copy of the management agreement is attached to the agenda).

9 Election of Council of Owners

1. On a motion moved by Lisa Dean and seconded by Anne De Champlain it was resolved to elect a council of three (3) members;
2. On a motion moved by Lisa Deen and seconded by Anne De Champlain the following duly elected members of the council will hold a position until the next general meeting of the strata company;

Lot 39 - Lesley Cotter

Lot 42 - Lisa Dean

Lot 55 - Lily Anne Housham

Execution of Documents and Use of Common Seal

On a motion moved by Lisa Dean and seconded by Anne De Champlain, pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed:

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

OR

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

AND

Where the Strata Company must execute Applications to Landgate, the Strata Scheme Manager is provided authority limited to executing the form as Strata Scheme manager, only with the prior consent and instruction of the Council of Owners following review of draft documents.

10 Honorarium's

On a motion moved by Lily Anne Housham and seconded by Anne De Champlain it was resolved by ordinary resolution to approve an annual honorarium amount of \$2,500.00 to be distributed as the Council of Owners see appropriate to the members of the Council.

11 Insurance

Insurance Valuation

Insurance valuation is undertaken by independent, suitably qualified service providers and the information contained in the valuation report assists owners in considering that the building sum insured on the current policy is appropriate. This exercise ensures that the strata company is not over-insured or under-insured.

The most recent valuation was undertaken on 30/01/2025 for \$35,074,050.00 and prepared by Rawlinsons (W.A.).

On a motion moved by Lisa Dean and seconded by Alan Dawson it was resolved by ordinary resolution that the Strata Company would not proceed with a replacement cost valuation of the building and common areas of the Strata Company and the suitable value of other cover including public liability, office bearers and machinery breakdown purposes with the insurance policy updated to reflect the recommended reinstatement sum.

If the Strata Company elects to proceed with obtaining a replacement cost valuation the Strata Manager is instructed to obtain quotes. Quotes to be presented to the council of owners for consideration and instruction with the valuation adopted on the policy.

Insurance Renewal

On a motion moved by Alan Dawson and seconded by Lily Anne Housham it was resolved by ordinary resolution that the Council of Owners to be authorised to action one of the following instructions:

Instruct the broker to source tenders for the insurance policy, review the suitable value of other cover such as public liability, office-bearers liability and machinery breakdown costs and provide recommendations to the Strata Company on which cover to proceed with.

Please note: That if no placement instructions are received from the Council prior to policy expiry, strata managers will proceed with renewing cover with the incumbent insurer so to ensure no lapse in insurance cover for the Strata Company.

Insurance Agency Payments

Apogee Strata Pty Ltd are authorised representative of CHU Underwriting Agencies Pty Ltd and an authorised Agent of SCI Insurance and the Strata Manager is also a Distributor of Honan Insurance Group and BCB Strata Insurance Brokers with the authority to deal in general insurance products.

Apogee Strata Pty Ltd hereby disclose the following information for the financial period ending 31/03/2025

Insurance Provider: Honan/SCI

Commission Received: \$7,561.94, \$723.47

12 Financial Statements for the Previous Year

On a motion moved by Alan Dawson and seconded by Lily Anne Housham the Strata Company resolved by ordinary resolution that the Financial Statement of Accounts for the period ending 31/03/2025 be adopted into the Strata Company's records as a true and correct record of the financial transactions of the Strata Company for that period.

13 Term Deposit

On a motion moved by Anne De Champlain and seconded by Alan Dawson it was resolved by ordinary resolution to instruct the council of owners to transfer \$140,000.00 from the reserve (sinking) fund into a term deposit account and council of owners are authorised to invest funds at a rate and term that provides the strata company with the best return on investment.

14 Budget

Proposed Budget of Expenditure

The strata company discussed and approved the proposed expenditure as attached to the minutes for the period ending 31/03/2025.

Administration Fund Expenditure

On a motion moved by Lisa Dean and seconded by Alan Dawson the Strata Company resolved by ordinary resolution to adopt the proposed budget of expenditure from the Administration Fund, totaling \$214,676.00 exclusive of GST for the period ending 31 March 2026.

Administration Levy

On a motion moved by Lisa Dean and seconded by Anne De Champlain the Strata Company resolved by ordinary resolution that the following contributions for the period ending 31 March 2026 are levied on the proprietors in proportion with Unit Entitlements, due and payable in advance on the following dates in the following amounts:

| Admin Levy Period | Due/Payable By | |
|----------------------------------|-----------------------|-------------------------------------|
| 1/04/2025 | Contribution 1 | \$51,609.97 incl GST (previous AGM) |
| 1/07/2025, 1/10/2025, 1/01/2026, | Contribution 2,3 &4 | \$56,130.01 incl GST per quarter |

Financial Year Total \$220,000.00 incl GST

Next Contribution 1 1/04/2026

\$55,000.00 incl GST

And each consecutive quarter until the next AGM

Reserve Fund Expenditure

On a motion moved by Lisa Dean and seconded by Anne De Champlain the Strata Company resolved by ordinary resolution to adopt the proposed budget of expenditure from the Reserve Fund, totaling \$80,000.00 exclusive of GST for the period ending 31/03/2026.

Determination of Levy Contribution

On a motion moved by Lily Anne Housham and seconded by Sonya Keleman the Strata Company resolved by ordinary resolution that the following contributions for the period ending 31/03/2026 are levied on the proprietors in proportion with Unit Entitlements, due and payable in advance on the following dates in the following amounts:

| Reserve Levy Period | Due/Payable By | |
|----------------------------------|-----------------------|------------------------------------|
| 1/04/2025 | Contribution 1 | \$5,958.38 incl GST (previous AGM) |
| 1/07/2025, 1/10/2025, 1/01/2026, | Contribution 2,3 &4 | \$33,325.71 incl GST per quarter |

Financial Year Total \$105,935.50 incl GST

Next Contribution 1 1/04/2026

\$26,483.87 incl GST

And each consecutive quarter until the next AGM

15 Annual Preventative Maintenance Program & Compliance

For discussion and review:

- Gutter Cleaning & Roof Inspection

On hold, pending building defects outcome.

- Anchor Points

Annual frequency, Service provider: Safemaster

- Lift Maintenance

Service provider Schindler Lifts

- Pest Control

Termites - Service is not required.

General Pests

Service is not required.

Cockroaches

Lot owners are responsible for individual units in accordance with strata bylaws.

- Electrical Compliance

Frequency: Annual, Service provider: JF Covich & Co.

- Fire Services

6 monthly and annual frequency as per regulations

Fire Hydrant Head, five yearly. Next due: 2027

Service provider: Fire Shield Services

- Gates, Vehicle and/or Pedestrian

Service provider: Marshall Beattie Automation

It was noted that there are slats which have been removed due to wind causing the gate to fault.

- Plumbing and Hydraulics

Car Park Exhaust Fan

Back Flow Maintenance

Service Provider: Browns Plumbing - Annual Frequency

- Reticulation, Turn on/Turn Off

Managed by Lot 39.

- Cleaning - Perth Strata Services

- Glass Balustrades and External Window Surfaces

Frequency ad-hoc, as required by Council of Owners. This service will not be completed during winter months.

- Security (CCTV)

Service provider: Senobel Security

Intercom - Techwest Solutions

-OH&S Compliance

Review/consider status

Maintenance - Individual Lots

Flexi Hoses

If correctly installed and properly maintained, flexi hoses have a limited lifespan and should be replaced every five years.

Burst flexi hose can cause significant damage to your unit and the common property.

Lot proprietors are reminded of their obligation to the strata company to repair and maintain within each individual unit and to arrange a licensed plumber to undertake regular checks and replacement of plumbing infrastructure within your lot.

Hot Water System - Tray and Anode Replacement

When there's no sacrificial metal left on the anode rod, your water heater tank can rust out, eventually causing it to burst.

Anode rods and water trays associated with your hot water system generally can last about three to five years depending on water quality and usage volume.

Burst hot water systems and rusted water trays can cause significant damage to your unit and the common property.

Lot proprietors are reminded of their obligation to the strata company to repair and maintain within each individual unit and to arrange a licensed plumber to undertake regular checks and replacement of plumbing infrastructure within your lot.

Smoke Alarms

Lot proprietors are reminded that the strata company fire services maintenance does not include smoke alarms located within the lot and that these devices require regular checks and maintenance in accordance with current Fire Regulations and Standards.

16 Closure of Meeting

With all business completed, Maddison Doyle thanked the owners for attending the meeting and declared the meeting closed at 5:59pm.

In the interests of transparency, please note that Apogee Strata are an Authorised Agent for CHU Underwriting Agencies Pty Ltd (AFS License No. 243261).

As authorised representatives, Apogee Strata Pty Ltd is able to provide General Advice only, any specific policy details must be directed to the relevant insurer or broker.

As your Strata Management Company, we facilitate the insurance and receive a commission of up to 20% of the base premium. The commission does not vary between the insurance suppliers and therefore does not influence the options presented to you. We do not seek to retain any other rebates, discounts, incentives, or commissions that may influence our relationship with one or more suppliers. Where a supplier offers a discount, this is passed on to the client concerned." The commission we receive covers the claim administration and renewal associated costs.

Apogee Strata Pty Ltd advises that should the Strata Company Insurance not be placed directly through CHU Underwriting Agencies Pty Ltd, Strata Community Insurance, Honan Insurance Group (Brokers), BCB Brokers (Brokers) then they reserve the right to charge all insurance claims lodged at the Strata Manager hourly rate per claim.

The Product Disclosure Statement and Financial Services Guide from the Insurer is available for all owners to obtain a copy on request.

ANNUAL REPORTS

for the financial year to 31/03/2025

Strata Scheme 63965

Tempo, 34 Shoalwater Street, NORTH COOGEE WA 6163

Manager: Maddison Doyle

| | Page |
|--------------------------------|-------------|
| Balance Sheet | 1 |
| Income & Expenditure Statement | 3 |
| Budget commencing 01/04/2025 | 6 |

Balance Sheet

As at 31/03/2025

Tempo

Tempo, 34 Shoalwater Street, NORTH COOGEE WA
6163

| | Current period |
|---------------------------------------|---------------------|
| Owners' funds | |
| Administrative Fund | |
| Operating Surplus/Deficit--Admin | 25,161.88 |
| Owners Equity--Admin | 53,117.64 |
| | 78,279.52 |
| Sinking Fund | |
| Operating Surplus/Deficit--Sinking | 93,635.66 |
| Owners Equity--Sinking | 134,078.39 |
| | 227,714.05 |
| Net owners' funds | \$305,993.57 |
| Represented by: | |
| Assets | |
| Administrative Fund | |
| Cash at Bank--Admin | 108,927.43 |
| Receivable--Levies--Admin | 2,903.66 |
| Receivable--Owners--Admin | 110.00 |
| | 111,941.09 |
| Sinking Fund | |
| Cash at Bank--Sinking | 246,025.02 |
| Receivable--Levies--Sinking | 335.24 |
| Receivable--Levies (Special)--Sinking | 1,384.14 |
| | 247,744.40 |
| Unallocated Money | |
| Cash at Bank--Unallocated | 42.29 |
| | 42.29 |
| <i>Total assets</i> | 359,727.78 |
| Less liabilities | |
| Administrative Fund | |
| Creditor--GST--Admin | (5,451.56) |
| Creditors--Other--Admin | 1,250.00 |
| Prepaid Levies--Admin | 37,863.13 |
| | 33,661.57 |
| Sinking Fund | |
| Creditor--GST--Sinking | 1,077.00 |
| Prepaid Levies--Sinking | 4,342.43 |
| Prepaid Levies (Special)--Sinking | 14,610.92 |
| | 20,030.35 |

| | Current period |
|-----------------------------|----------------|
| Unallocated Money | |
| Prepaid Levies--Unallocated | 42.29 |
| | 42.29 |
| Total liabilities | 53,734.21 |
| Net assets | \$305,993.57 |

Income & Expenditure Statement for the financial year to 31/03/2025

Tempo

Tempo, 34 Shoalwater Street, NORTH COOGEE WA
6163

Administrative Fund

Current period Annual budget

01/04/2024-31/03/2025 01/04/2024-31/03/2025

Revenue

| | | |
|-------------------------------------|------------|------------|
| Interest on Arrears--Admin | 379.03 | 0.00 |
| Key--Remote--Swipe Payments | 1,300.01 | 0.00 |
| Levies Due--Admin | 189,426.24 | 189,426.00 |
| Prior Period BAS/Income Tax Revenue | 14,015.63 | 0.00 |
| Adjustment-Admin | | |
| Recovery--Other | 1,400.00 | 0.00 |
| Recovery--Owner | 280.00 | 0.00 |
| <i>Total revenue</i> | 206,800.91 | 189,426.00 |

Less expenses

| | | |
|---|-----------|-----------|
| Admin--Accounting | 1,250.00 | 1,000.00 |
| Admin--COO Honorarium | 1,477.27 | 3,000.00 |
| Admin--Income Tax--Admin | 302.10 | 0.00 |
| Admin--Legal & Debt Collection Fees | 0.00 | 250.00 |
| Admin--Management Fees--Standard | 17,727.24 | 19,500.00 |
| Admin--Status Certificate Fees | 1,120.00 | 0.00 |
| Admin--Storage Fees | 114.60 | 126.00 |
| Admin--Strata--Legal Consultant | 0.00 | 2,500.00 |
| Insurance--Claims | 2,000.00 | 0.00 |
| Insurance--Premiums | 46,568.92 | 45,000.00 |
| Insurance--Valuation | 900.00 | 0.00 |
| Maint Bldg--Cleaning | 1,433.76 | 3,000.00 |
| Maint Bldg--Cleaning--Contracts | 38,514.52 | 50,000.00 |
| Maint Bldg--Cleaning--Windows/Glass | 3,500.00 | 3,000.00 |
| Maint Bldg--Electrical | 3,301.89 | 2,000.00 |
| Maint Bldg--Fire Protection | 7,831.00 | 6,500.00 |
| Maint Bldg--Fire Protection--Annual Monitoring DFES | 1,710.00 | 2,000.00 |
| Maint Bldg--Fire Protection--Contract | 5,864.36 | 7,000.00 |
| Maint Bldg--Gate | 3,225.92 | 4,000.00 |
| Maint Bldg--General Repairs | 5,337.18 | 8,000.00 |
| Maint Bldg--Lift | 0.00 | 1,000.00 |
| Maint Bldg--Lift--Maintenance Contract | 5,985.60 | 6,500.00 |
| Maint Bldg--Locks, Keys & Card Keys | 352.50 | 1,500.00 |

Administrative Fund

| | Current period | Annual budget |
|----------------------------------|-----------------------|-----------------------|
| | 01/04/2024-31/03/2025 | 01/04/2024-31/03/2025 |
| Maint Bldg--Pest/Vermin Control | 0.00 | 2,500.00 |
| Maint Bldg--Plumbing & Drainage | 9,007.09 | 1,000.00 |
| Maint Grounds--Landscaping | 0.00 | 3,000.00 |
| Maint Grounds--Lawns & Gardening | 0.00 | 1,300.00 |
| Utility--Electricity | 10,595.08 | 12,000.00 |
| Utility--Water & Sewerage | 13,520.00 | 10,000.00 |
| <i>Total expenses</i> | 181,639.03 | 195,676.00 |
| Surplus/Deficit | 25,161.88 | (6,250.00) |
| Opening balance | 53,117.64 | 53,117.64 |
| Closing balance | \$78,279.52 | \$46,867.64 |

Sinking Fund**Current period Annual budget**

01/04/2024-31/03/2025 01/04/2024-31/03/2025

Revenue

| | | |
|-------------------------------|-----------|-----------|
| Interest on Arrears--Sinking | 135.87 | 0.00 |
| Levies Due (Special)--Sinking | 73,499.68 | 73,500.00 |
| Levies Due--Sinking | 20,000.11 | 20,000.00 |

| | | |
|----------------------|-----------|-----------|
| <i>Total revenue</i> | 93,635.66 | 93,500.00 |
|----------------------|-----------|-----------|

Less expenses

| | | |
|---|------|-----------|
| Maint Bldg--Consultants | 0.00 | 10,000.00 |
| Special Projects - 10 Yr Maintenance Plan | 0.00 | 60,000.00 |

| | | |
|-----------------------|------|-----------|
| <i>Total expenses</i> | 0.00 | 70,000.00 |
|-----------------------|------|-----------|

Surplus/Deficit

| | |
|-----------|-----------|
| 93,635.66 | 23,500.00 |
|-----------|-----------|

| | | |
|-----------------|------------|------------|
| Opening balance | 134,078.39 | 134,078.39 |
|-----------------|------------|------------|

Closing balance

| | |
|---------------------|---------------------|
| \$227,714.05 | \$157,578.39 |
|---------------------|---------------------|

Approved Budget to apply from 01/04/2025

Tempo

Tempo, 34 Shoalwater Street, NORTH COOGEE WA
6163

Administrative Fund

Approved
budget

Revenue

| | |
|----------------------|------------|
| Levies Due--Admin | 200,000.00 |
| <i>Total revenue</i> | 200,000.00 |

Less expenses

| | |
|--|------------|
| Admin--Accounting | 1,250.00 |
| Admin--COO Honorarium | 2,500.00 |
| Admin--Legal & Debt Collection Fees | 250.00 |
| Admin--Management Fees--Standard | 19,500.00 |
| Admin--Storage Fees | 126.00 |
| Admin--Strata--Legal Consultant | 10,000.00 |
| Insurance--Premiums | 56,000.00 |
| Maint Bldg--Cleaning | 3,000.00 |
| Maint Bldg--Cleaning--Contracts | 40,000.00 |
| Maint Bldg--Cleaning--Windows/Glass | 3,500.00 |
| Maint Bldg--Electrical | 3,300.00 |
| Maint Bldg--Fire Protection | 12,000.00 |
| Maint Bldg--Fire Protection--Annual Monitoring DFES | 1,750.00 |
| Maint Bldg--Fire Protection--Contract | 6,000.00 |
| Maint Bldg--Gate | 4,000.00 |
| Maint Bldg--General Repairs | 8,000.00 |
| Maint Bldg--Lift | 1,000.00 |
| Maint Bldg--Lift--Maintenance Contract | 6,500.00 |
| Maint Bldg--Locks, Keys & Card Keys | 1,500.00 |
| Maint Bldg--Pest/Vermin Control | 2,500.00 |
| Maint Bldg--Plumbing & Drainage | 4,000.00 |
| Maint Bldg--Roof Anchor Point Inspections | 1,700.00 |
| Maint Grounds--Landscaping | 3,000.00 |
| Maint Grounds--Lawns & Gardening | 1,300.00 |
| Utility--Electricity | 12,000.00 |
| Utility--Water & Sewerage | 10,000.00 |
| <i>Total expenses</i> | 214,676.00 |

Surplus/Deficit

(14,676.00)

| | |
|---|--|
| Tempo | Tempo, 34 Shoalwater Street, NORTH COOGEE WA 6163 |
| Opening balance | 78,279.52 |
| Closing balance | <u>\$63,603.52</u> |
| Total units of entitlement | 10000 |
| Levy contribution per unit entitlement | \$22.00 |
| Budgeted standard levy revenue | 200,000.00 |
| Add GST | 20,000.00 |
| Amount to raise in levies including GST | <u>\$220,000.00</u> |

Sinking Fund**Approved
budget****Revenue**

| | |
|----------------------|------------------|
| Levies Due--Sinking | 96,305.00 |
| <i>Total revenue</i> | <u>96,305.00</u> |

Less expenses

| | |
|---|------------------|
| Maint Bldg--Capital Works | 10,000.00 |
| Maint Bldg--Consultants | 10,000.00 |
| Special Projects - 10 Yr Maintenance Plan | 60,000.00 |
| <i>Total expenses</i> | <u>80,000.00</u> |

Surplus/Deficit

| | |
|-----------------|------------------|
| | <u>16,305.00</u> |
| Opening balance | 227,714.05 |

Closing balance\$244,019.05

| | |
|--|---------|
| Total units of entitlement | 10000 |
| Levy contribution per unit entitlement | \$10.59 |

| | |
|---|---------------------|
| Budgeted standard levy revenue | 96,305.00 |
| Add GST | 9,630.50 |
| Amount to raise in levies including GST | <u>\$105,935.50</u> |

Approved Levy Posting for

Tempo

ABN 14860541593

First instalment due date: 01/04/2025

Discount: Nil

Instalment frequency: Quarterly

Group:

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Sinking Levy Levy determination date: 18/06/2025

| Lot No. | Unit No. | Unit Entitlement | Administrative Fund | Sinking Fund | Total |
|---------|----------|------------------|---------------------|--------------|----------|
| 1 | 1 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 2 | 2 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 3 | 3 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 4 | 4 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 5 | 5 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 6 | 6 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 7 | 7 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 8 | 8 | 160.00 | 3,520.00 | 1,694.96 | 5,214.96 |
| 9 | 9 | 175.00 | 3,850.01 | 1,853.87 | 5,703.88 |
| 10 | 10 | 137.00 | 3,014.00 | 1,451.31 | 4,465.31 |
| 11 | 11 | 137.00 | 3,014.00 | 1,451.31 | 4,465.31 |
| 12 | 12 | 137.00 | 3,014.00 | 1,451.31 | 4,465.31 |
| 13 | 13 | 172.00 | 3,784.01 | 1,822.08 | 5,606.09 |
| 14 | 14 | 172.00 | 3,784.01 | 1,822.08 | 5,606.09 |
| 15 | 15 | 172.00 | 3,784.01 | 1,822.08 | 5,606.09 |
| 16 | 16 | 172.00 | 3,784.01 | 1,822.08 | 5,606.09 |
| 17 | 17 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 18 | 18 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 19 | 19 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 20 | 20 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 21 | 21 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 22 | 22 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 23 | 23 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 24 | 24 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 25 | 25 | 160.00 | 3,520.00 | 1,694.96 | 5,214.96 |
| 26 | 26 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 27 | 27 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 28 | 28 | 130.00 | 2,860.00 | 1,377.15 | 4,237.15 |
| 29 | 29 | 173.00 | 3,806.00 | 1,832.67 | 5,638.67 |
| 30 | 30 | 135.00 | 2,970.01 | 1,430.14 | 4,400.15 |
| 31 | 31 | 135.00 | 2,970.01 | 1,430.14 | 4,400.15 |
| 32 | 32 | 135.00 | 2,970.01 | 1,430.14 | 4,400.15 |
| 33 | 33 | 180.00 | 3,960.00 | 1,906.83 | 5,866.83 |
| 34 | 34 | 180.00 | 3,960.00 | 1,906.83 | 5,866.83 |

| Lot No. | Unit No. | Unit Entitlement | Administrative Fund | Sinking Fund | Total |
|---------|----------|------------------|---------------------|--------------|----------|
| 35 | 35 | 180.00 | 3,960.00 | 1,906.83 | 5,866.83 |
| 36 | 36 | 180.00 | 3,960.00 | 1,906.83 | 5,866.83 |
| 37 | 37 | 133.00 | 2,926.00 | 1,408.94 | 4,334.94 |
| 38 | 38 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 39 | 39 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 40 | 40 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 41 | 41 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 42 | 42 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 43 | 43 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 44 | 44 | 131.00 | 2,881.99 | 1,387.76 | 4,269.75 |
| 45 | 45 | 170.00 | 3,740.00 | 1,800.91 | 5,540.91 |
| 46 | 46 | 138.00 | 3,035.99 | 1,461.90 | 4,497.89 |
| 47 | 47 | 138.00 | 3,035.99 | 1,461.90 | 4,497.89 |
| 48 | 48 | 138.00 | 3,035.99 | 1,461.90 | 4,497.89 |
| 49 | 49 | 169.00 | 3,718.01 | 1,790.30 | 5,508.31 |
| 50 | 50 | 143.00 | 3,146.00 | 1,514.88 | 4,660.88 |
| 51 | 51 | 143.00 | 3,146.00 | 1,514.88 | 4,660.88 |
| 52 | 52 | 143.00 | 3,146.00 | 1,514.88 | 4,660.88 |
| 53 | 53 | 181.00 | 3,981.99 | 1,917.45 | 5,899.44 |
| 54 | 54 | 181.00 | 3,981.99 | 1,917.45 | 5,899.44 |
| 55 | 55 | 181.00 | 3,981.99 | 1,917.45 | 5,899.44 |
| 56 | 56 | 181.00 | 3,981.99 | 1,917.45 | 5,899.44 |
| 57 | 57 | 147.00 | 3,234.00 | 1,557.26 | 4,791.26 |
| 58 | 58 | 147.00 | 3,234.00 | 1,557.26 | 4,791.26 |
| 59 | 59 | 147.00 | 3,234.00 | 1,557.26 | 4,791.26 |
| 60 | 60 | 147.00 | 3,234.00 | 1,557.26 | 4,791.26 |
| 61 | 61 | 144.00 | 3,167.99 | 1,525.47 | 4,693.46 |
| 62 | 62 | 144.00 | 3,167.99 | 1,525.47 | 4,693.46 |
| 63 | 63 | 144.00 | 3,167.99 | 1,525.47 | 4,693.46 |
| 64 | 64 | 198.00 | 4,355.99 | 2,097.53 | 6,453.52 |
| 65 | 65 | 198.00 | 4,355.99 | 2,097.53 | 6,453.52 |
| 66 | 66 | 198.00 | 4,355.99 | 2,097.53 | 6,453.52 |
| 67 | 67 | 198.00 | 4,355.99 | 2,097.53 | 6,453.52 |

| Lot No. | Unit No. | Unit Entitlement | Administrative Fund | Sinking Fund | Total |
|--|----------|------------------|---------------------|--------------|--------------|
| Totals | | 10,000.00 | \$219,999.88 | \$105,935.33 | \$325,935.21 |
| GST included in amounts to be raised | | | \$20,000.37 | \$9,630.43 | \$29,630.80 |
| Amount to be raised per unit of entitlement | | | \$22.00 | \$10.59 | \$32.59 |

The following advanced instalment settings were used:

| Due date | Description | Administrative Fund | Sinking Fund | Total | Comment |
|------------|--|---------------------|--------------|--------------|-------------------|
| 01/04/2025 | Quarterly 01/04/2025 - 30/06/2025 | 51,609.97 | 5,958.38 | 57,568.35 | Previously posted |
| 01/07/2025 | Quarterly Admin/Sinking Levy 01/07/2025 - 30/09/2025 | 56,130.01 | 33,325.71 | 89,455.72 | |
| 01/10/2025 | Quarterly Admin/Sinking Levy 01/10/2025 - 31/12/2025 | 56,130.01 | 33,325.71 | 89,455.72 | |
| 01/01/2026 | Quarterly Admin/Sinking Levy 01/01/2026 - 31/03/2026 | 56,130.01 | 33,325.70 | 89,455.71 | |
| | | \$220,000.00 | \$105,935.50 | \$325,935.50 | |



QBE Insurance (Australia) Ltd

ABN 78 003 191 035

200 ST GEORGES TERRACE
PERTH WA 6000

GPO BOX N1116
PERTH WA 6843

Telephone: (08) 9213 6100

Email: workerscompunderwriting@qbe.com

CERTIFICATE OF CURRENCY

OWNERS OF STRATA PLAN 63965
34 SHOALWATER STREET
NORTH COOGEE
WA 6163

The following insurance policy covers the employers liability under the WA Workers Compensation & Injury Management Act 2023.

(1) Coverage

The Certificate is Valid from: to

The Information provided in this certificate is correct at:

(2) Employers Information

Policy Number: Workcover Number:

Legal Name:

Trading Name:

ABN:

Premium (Industry) Classification:

Full Business Description:

(3) IMPORTANT INFORMATION

This policy commences and finishes at 4.00pm on the dates specified above

Common law limited to \$50 million any one person and \$50 million in the aggregate any one event.

QBE Insurance (Australia) Limited

Workers Compensation

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

| | |
|----------------------------|---|
| Policy No | HU0000025074 |
| Policy Wording | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| Period of Insurance | 14/02/2025 to 14/02/2026 at 4:00pm |
| The Insured | THE OWNERS OF TEMPO SP 63965 |
| Situation | 34 SHOALWATER STREET NORTH COOGEE WA 6163 |

Policies Selected

Policy 1 – Insured Property

Building: \$35,074,050

Common Area Contents: \$350,740

Loss of Rent & Temporary Accommodation (total payable): \$5,261,107

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

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



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

25/02/2025

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

Dear Owners,

We are writing to inform you of an important update regarding the management of your strata property.

With the owner of Property Gallery deciding to pursue other interests, We the current staff have transitioned to a new name **Apogee Strata**.

This change is primarily administrative and affords us the opportunity to support the ongoing growth and efficiency of our services.

All existing staff, including your primary strata manager and support team, remain unchanged.

Contact Number

The office phone number is unchanged: 08 9430 9430

Email Addresses (NEW)

Please note the following new contact email addresses for our team. Any recent communication to the Property Gallery email addresses is captured and transitioned over.

Our main email inbox for strata communication is now: Strata@Apogeestrata.com.au.

Strata Team Email Addresses

Phil Curtis
Manager

General

Phil@apogeestrata.com.au

| | |
|---------------------------|---|
| Tanya Peck Manager | Team Lead / Senior Strata Tanya@apogeestrata.com.au |
| Maddison Doyle Manager | Senior Strata Maddison@apogeestrata.com.au |
| Melanie Firth Manager | Strata Melanie@apogeestrata.com.au |
| Michelle Forbes | Administrator Strata@apogeestrata.com.au |

Office Address

2/231 South Terrace, South Fremantle

Services and Fees

Council of Owners have been notified that the fees and terms of our management services have not changed.

Portal and Software

The strata business operational software and online portal has been retained to streamline the process, you will just see new branding.

Queries

Should you have any questions about this transition or require further clarification, please don't hesitate to reach out. We are committed to a smooth and seamless experience throughout this change.

Our Team are very excited to continue providing your strata management services as Apogee Strata Pty Ltd.

If you were wondering, **Apogee** means the highest point in the development of something.



Phil Curtis
General Manager

231 South Terrace

South Fremantle

08 9430 9430



Emergency After Hours

For urgent matters outside of business hours, please call or SMS 0450 715 211. Be sure to include your name, contact details, property address, and a brief description of the emergency. A member of our after-hours team will respond to you directly.

The information contained in this e-mail message is confidential, may be legally privileged, and subject to copyright. Without the permission of the creator of this email, both the copying and forwarding of this email is potentially an infringement of copyright. If you have received this e-mail in error, please notify the sender and then destroy this e-mail immediately.