contract for sale of land or strata title by offer and acceptance

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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 Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
As Agent for the Seller / ~~Buyer~~

THE BUYER
Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode
EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
Address 19/5 Reserve Street
Suburb Scarborough State WA Postcode 6019
Lot 19 ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan 62323 Whole / ~~Part~~ Vol 2840 Folio 378
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

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 IS APPLICABLE

LENDER/
MORTGAGE BROKER (NB. If blank, can be any)
LATEST TIME: 4pm on:
AMOUNT OF LOAN:
SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

(a) an Approval Notice; or

(b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:
  (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  (2) provide evidence in writing of:
    (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
    (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
  (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request 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 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

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

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

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

(a) for the Amount of Loan;

(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) the obtaining of mortgage insurance;

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

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

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (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 of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

2. 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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1.The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name ALBION PROPERTY PTY LTD
Address 5/63 Knutsford Avenue
Suburb Rivervale State WA Postcode 6103

Name ALBION PROPERTY PTY LTD
Address 5/63 Knutsford Avenue
Suburb Rivervale State WA Postcode 6103

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature Signature

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

Signature Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	**CHANGES**
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "*Duplicate Certificate of Title*"	Delete the definition of *"Duplicate Certificate of Title".*

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Albion Property PTY LTD - Mitch

Date _____

Signature _____

Name Albion Property PTY LTD - Louise

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

19/5 Reserve Street, Scarborough WA 6019

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

(a*) ____/____/____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.

9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).

9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.

9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

19/5 Reserve Street, Scarborough WA 6019

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

   This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

   (a*) ____ / ____ / ____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Activity" means evidence of the presence of current Timber Pests.

9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.

9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.

9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).

9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.

9.7 "Repair" means the Work necessary to repair any Damage.

9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.

9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.

9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.

9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.

9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.

9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2840	**378**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 19 ON STRATA PLAN 62323
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ALBION PROPERTY PTY LTD OF 116 ARNOTT STREET, TRIGG

(T M983686) REGISTERED 30/4/2015

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. M983687 MORTGAGE TO PERPETUAL LTD REGISTERED 30/4/2015.

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:	SP62323
PREVIOUS TITLE:	2794-496
PROPERTY STREET ADDRESS:	UNIT 19 5 RESERVE ST, SCARBOROUGH.
LOCAL GOVERNMENT AUTHORITY:	CITY OF STIRLING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 03/11/2025 01:13 PM Request number: 68980038

Landgate
www.landgate.wa.gov.au

Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

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Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

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.

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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.

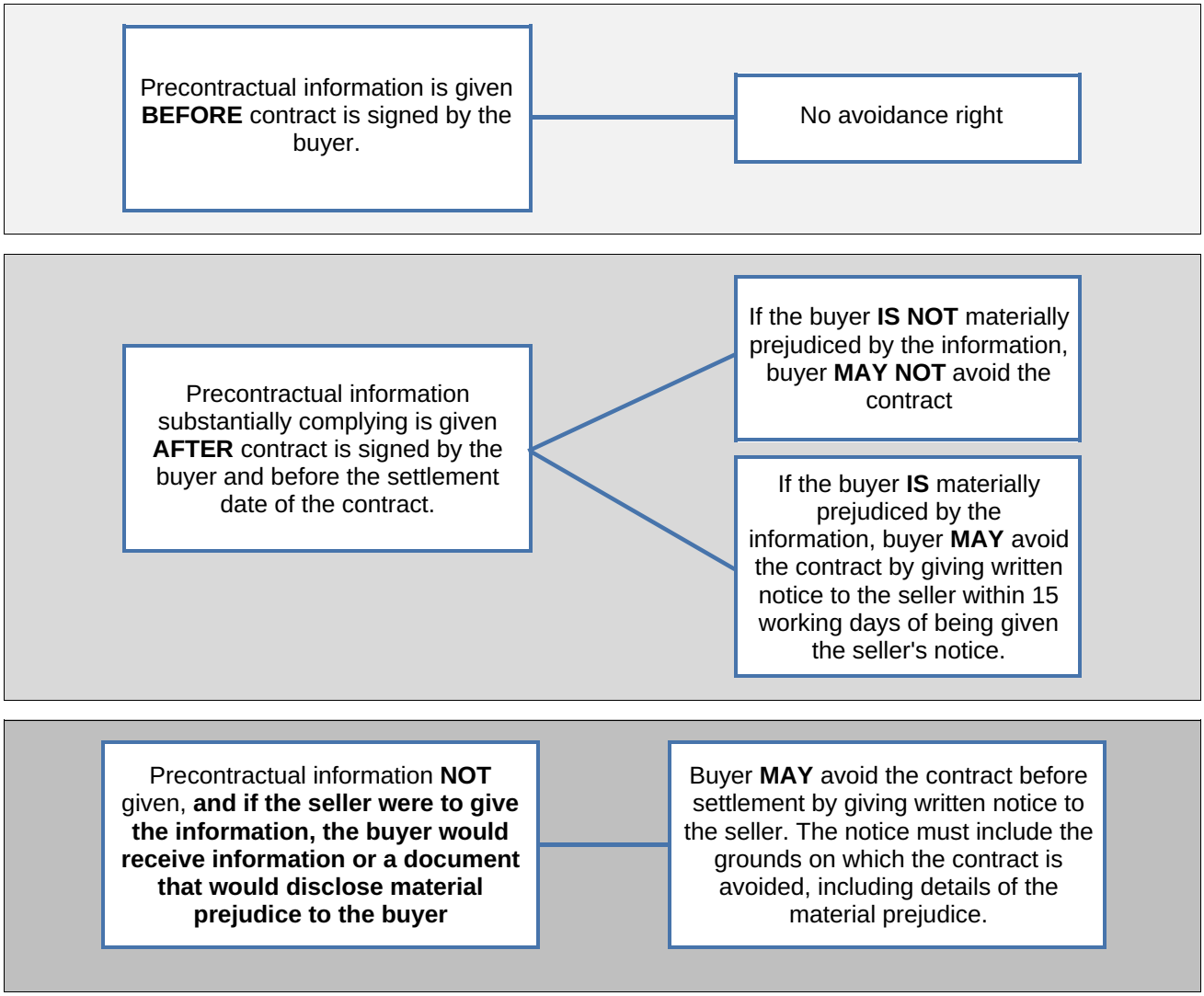
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

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



Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

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.

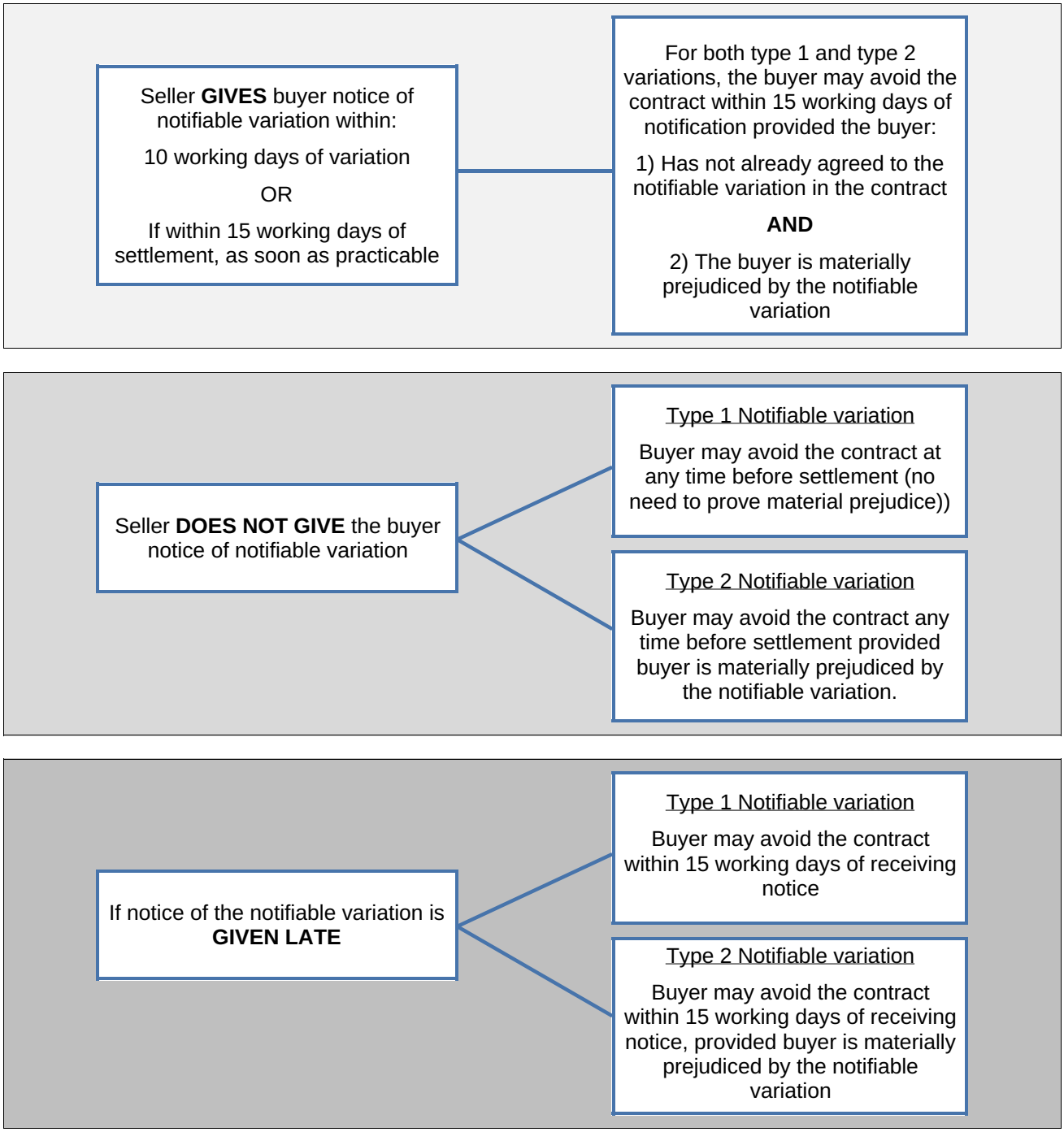
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
• 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.	• 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- (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 settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

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

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

Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

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: Albion Property PTY LTD - Mitch
Address: 5/63 Knutsford Avenue, Rivervale WA 6103
Telephone/mobile: _____ Email: _____

Name: Albion Property PTY LTD - Louise
Address: 5/63 Knutsford Avenue, Rivervale WA 6103
Telephone/mobile: _____ Email: _____

Scheme Information

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

Scheme Details

Scheme name: Bluewater
Name of the strata company: Bluewater
Address for service of the strata company (taken from scheme notice): 5 Reserve Street, Scarborough WA 6019
Name of Strata Manager: Logiudice Property Group
Address of Strata Manager: Po BOx 8044, South Perth WA 6151
Telephone/Mobile: 08 9368 5888
Email: admin@lpg.com.au

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☑ strata
- ☐ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

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~~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. — N/A

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

A copy of the scheme by-laws — Att 3

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

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 — Att 2

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) — Att 4

☐ 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 — Att 5

☐ 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(3) 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: _____

Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

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)
Unit 19/5 Reserve Street, Scarborough WA 6019

Lot 19 on scheme plan no. 62323

(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:	$1,205.70		
Reserve fund:	$396.00		
Other levy (attach details)			

☑ Actual ☐ Estimated total contribution for the lot $ 1,601.70

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

Due dates $1,400.65 on 1/6/25 $1,601.70 on 1/9/25

_____ on _____ _____ on _____

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is $ N/A

If the seller has a debt owed to a utility company, the total amount owing is $ N/A

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

Additional comments: _____

Scheme developer specific information

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

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☐ no ☐ yes

Docusign Envelope ID: AEF90CFA-5FB2-47F1-AED3-153586D2936F

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

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

☐ **I** / ☐ **We**[1], 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 DocuSigned by: Iain Mitchinson F738A47DC87C41B...

Name ALBION PROPERTY PTY LTD - Iain

Date 29/10/2025

Signature DocuSigned by: LA Mitchinson A5808C551B014A5...

Name ALBION PROPERTY PTY LTD - Louise

Date 29/10/2025

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

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STRATA PLAN 62323

SHEET 1 OF 12 SHEETS

PLAN OF — JOB : 13007-G

LOT 800 ON DEPOSITED PLAN 69037

CERTIFICATE OF TITLE
VOLUME: 2794 FOLIO: 496

LOCAL GOVERNMENT
CITY OF STIRLING

INDEX PLAN
SEE SMARTPLAN

FIELD BOOK NUMBER 126395

SCALE 1 : 300 & 1 : 400 @ A3

NAME OF SCHEME
BLUEWATER

ADDRESS OF PARCEL
5 RESERVE STREET
SCARBOROUGH WA 6019

MANAGEMENT STATEMENT YES (●) NO ( )

LODGED

DATE 6-May-14

FEE PAID $2780.00

ASSESS No. 14985125

CERTIFIED CORRECT 15-May-14

COR. FILE TRIM: 2672-2010

IN ORDER FOR DEALINGS
SUBJECT TO

FOR REGISTRAR OF TITLES ..... DATE 15-May-14

M626824 APPLICATION

15.5.2014 DATE

REGISTERED

REGISTRAR OF TITLES

SEAL

FORM 26 WAPC REF:

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 -

the Strata Plan submitted on .....
and relating to the property described herein.

For Chairman Western Australian Planning Commission ..... Date .....

Landgate
Western Australian Land Information Authority

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
Ⓒ	RIGHT OF CARRIAGEWAY		DOC. B189606	LOT 24 ON D50077	LOTS 2, 4, 6, 10, 14 & 19 - 36 INCLUSIVE & COMMON PROPERTY	
Ⓐ TO Ⓑ	COVENANT	SEC 150 OF THE P & D ACT 2005	DP 69037	ALL LOTS & COMMON PROPERTY	COMMISSIONER OF MAIN ROADS	NO MOTOR VEHICLE ACCESS TO & FROM WEST COAST HIGHWAY
Ⓓ	EASEMENT	SEC. 136C OF THE TLA	DOC. M628625	STRATA LOT 22	SEE DOC.	FIRE ESCAPE EASEMENT (LIMITED IN DEPTH TO R.L. 22.7 METRES A.H.D. AND HEIGHT TO R.L. 32.7 METRES A.H.D.)

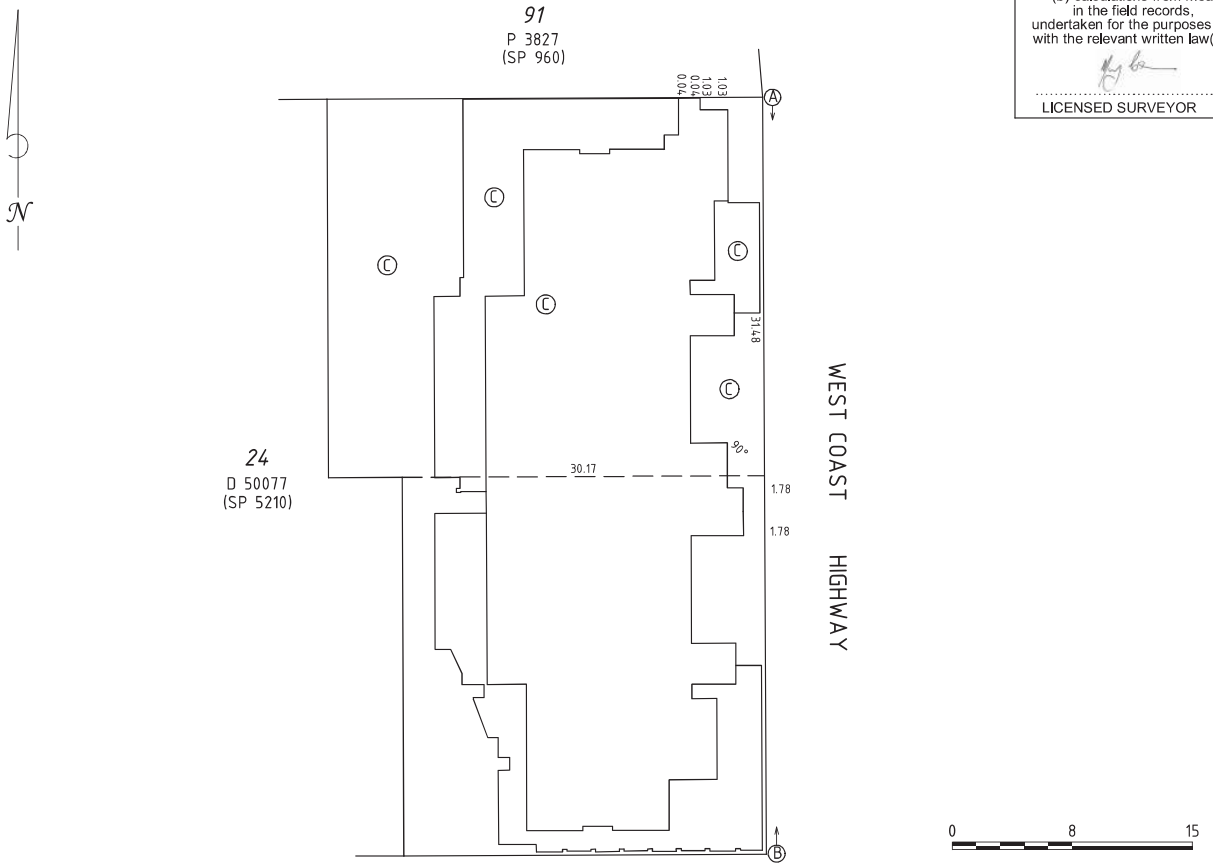
VER	AMENDMENT	AUTHORISED BY	DATE
2	AUDIT REQUIREMENTS	M. CARLTON	14-5-2014

SURVEYOR'S CERTIFICATE - Reg 54

I, MURRAY CARLTON
hereby certify that this plan is accurate and is a correct representation of the-
(a) survey; and/or
(b) calculations from measurements recorded in the field records,
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

Murray Carlton
2014.05.14 14:22:48 +08'00'

LICENSED SURVEYOR ..... DATE .....



GROUND FLOOR LOCATION PLAN
(Scale 1 :400 @ A3)

CARLTON SURVEYS
LICENSED SURVEYORS
SUITE 4, 160 BURSWOOD ROAD
BURSWOOD 6100
TELEPHONE 9361 5358 FAX 9361 3457
Email: carlton@carlton-surveys.com.au

HELD BY LANDGATE IN DIGITAL FORM ONLY.

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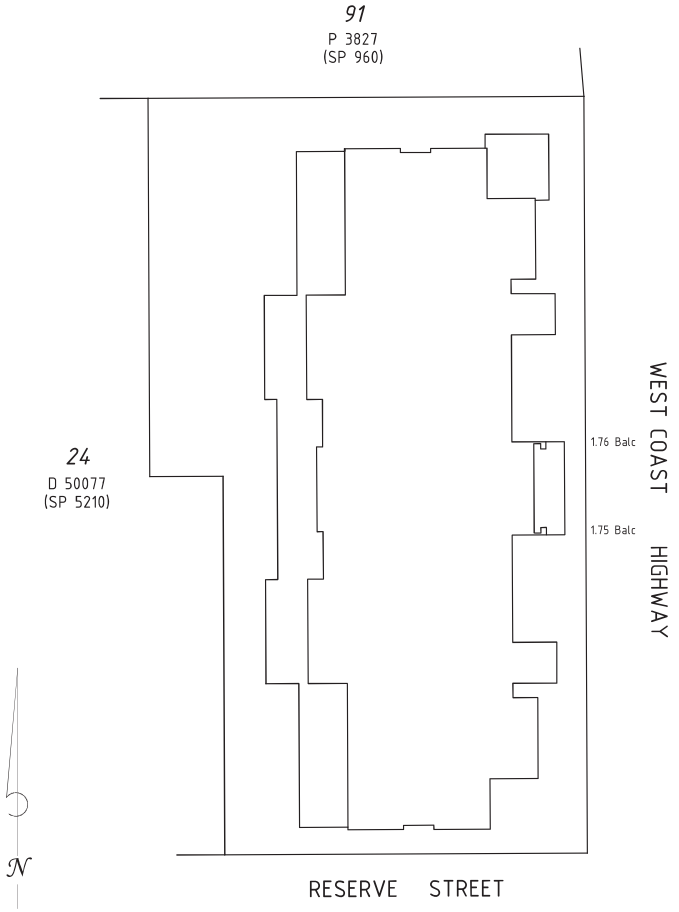
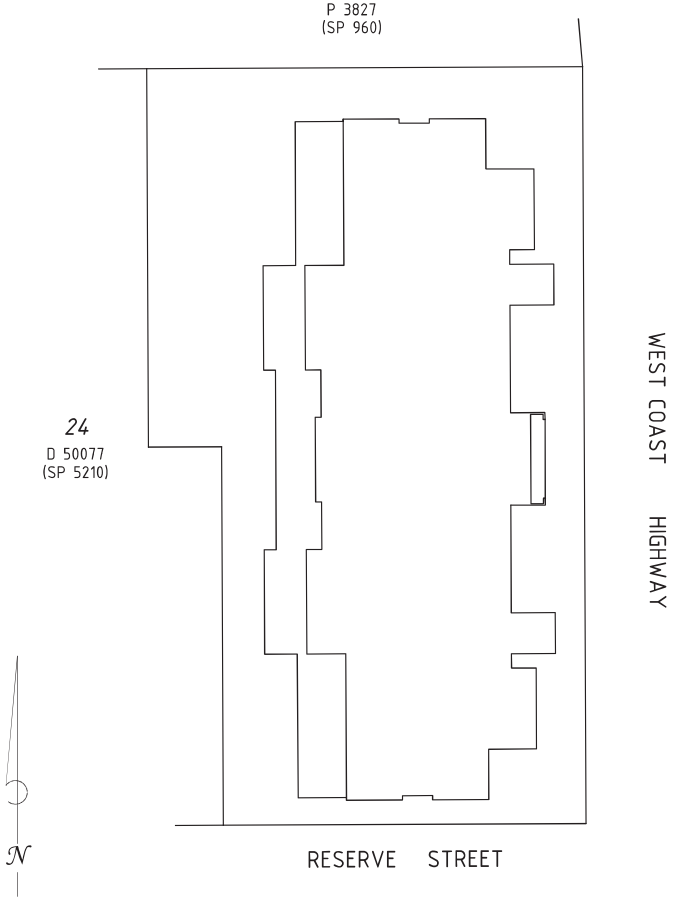
STRATA PLAN
62323
SHEET 2 OF 12 SHEETS



FIRST FLOOR LOCATION PLAN
(Scale 1 : 400 @ A3)



SECOND FLOOR LOCATION PLAN
(Scale 1 : 400 @ A3)

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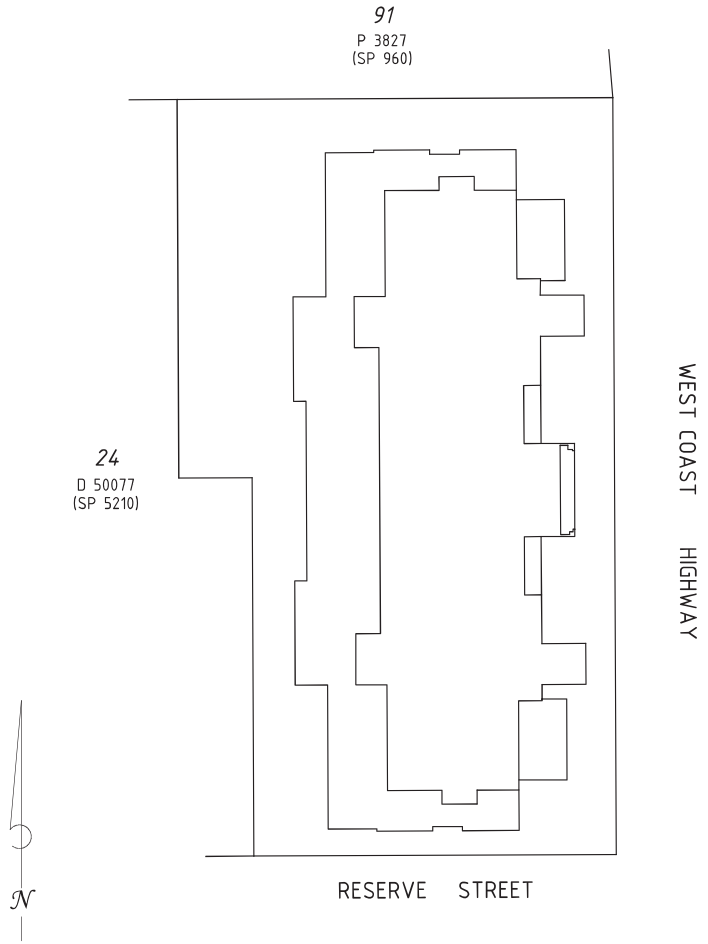
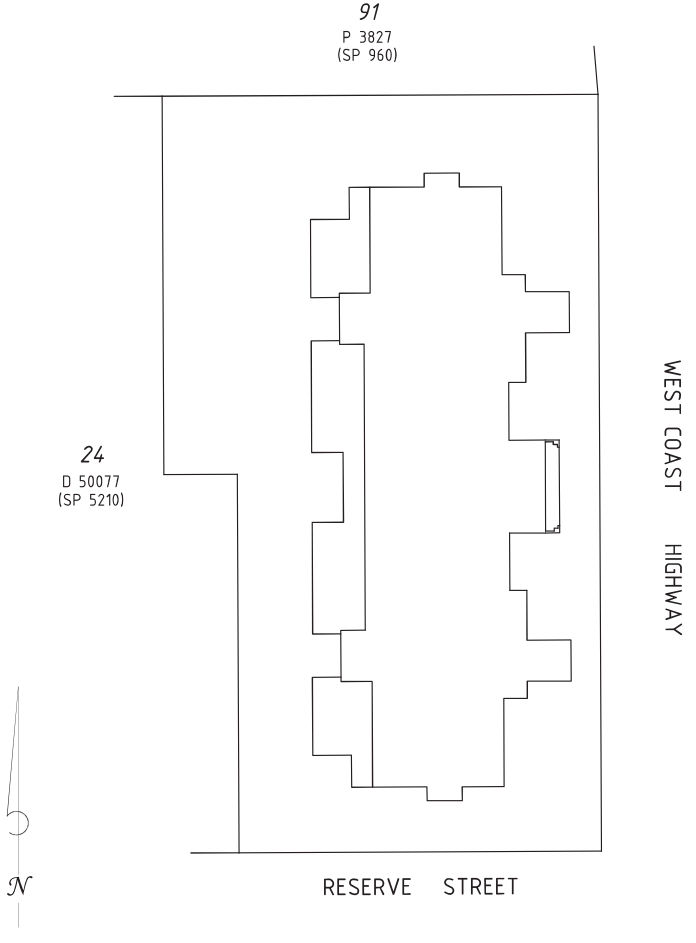
STRATA PLAN
62323
SHEET 3 OF 12 SHEETS



THIRD FLOOR LOCATION PLAN
(Scale 1 400 @ A3)



FOURTH FLOOR LOCATION PLAN
(Scale 1 : 400 @ A3)

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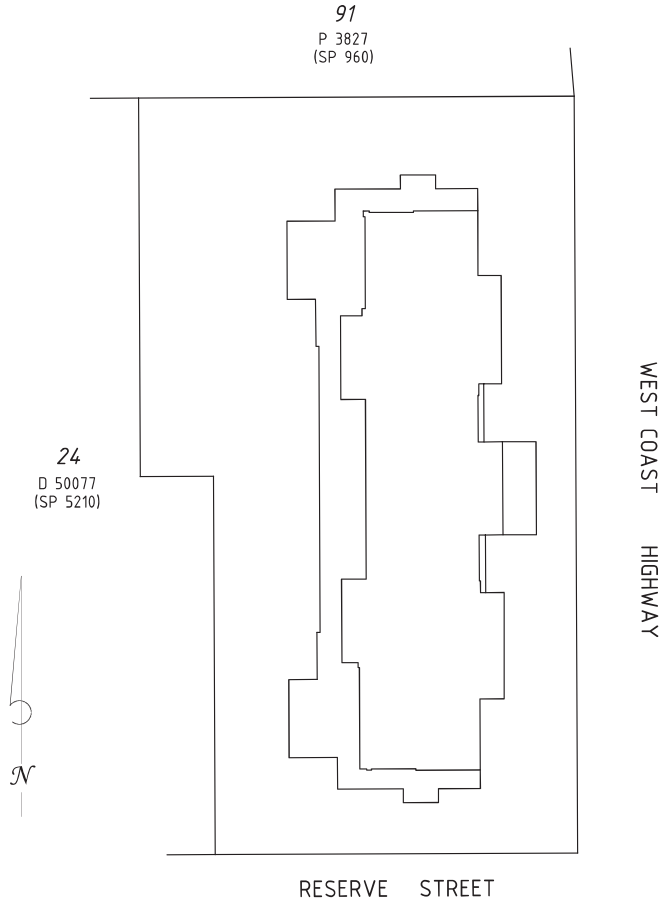
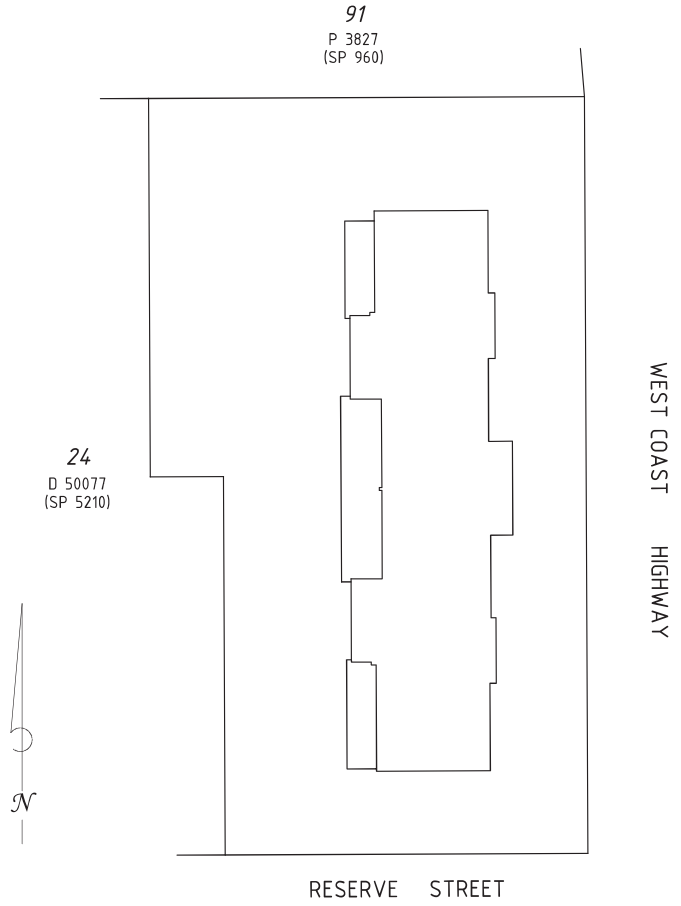
STRATA PLAN
62323
SHEET 4 OF 12 SHEETS



FIFTH FLOOR LOCATION PLAN
(Scale 1 : 400 @ A3)



SIXTH FLOOR LOCATION PLAN
(Scale 1 :400 @ A3)

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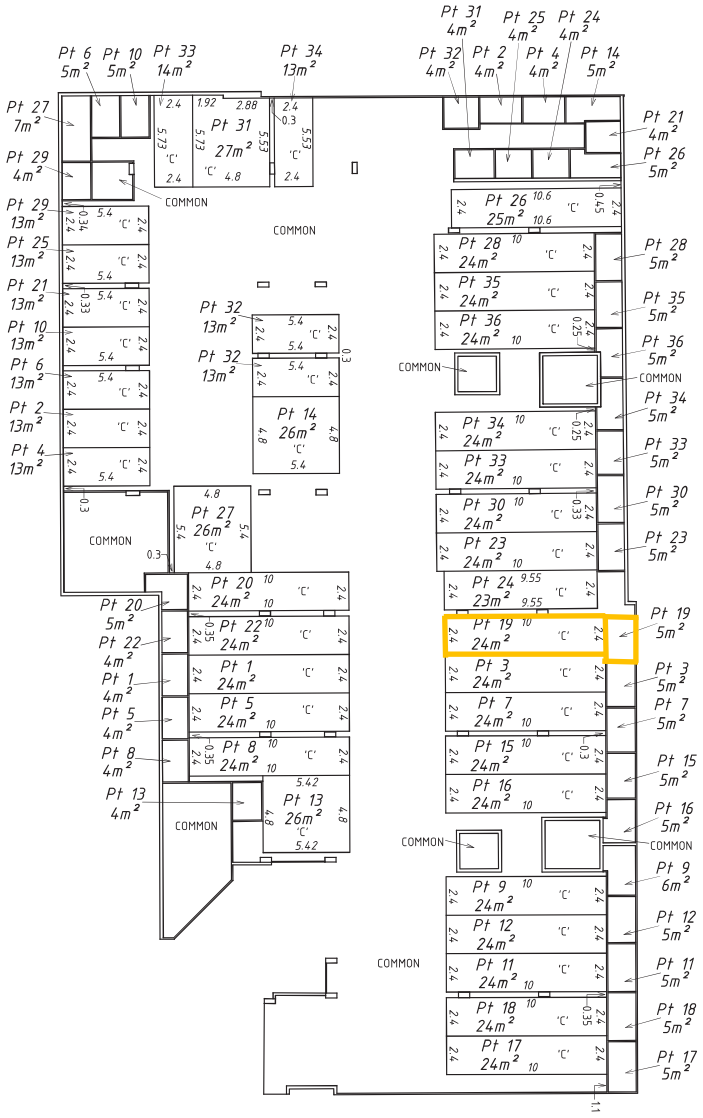
STRATA PLAN
62323
SHEET 5 OF 12 SHEETS

ALL ANGLES ARE 90° UNLESS OTHERWISE STATED

FOR OTHER PARTS OF LOTS 1, 2, 3, 4, 19, 20, 21 & 22
SEE SHEET 6 OF 12 SHEETS
FOR OTHER PARTS OF LOTS 5, 6, 7, 8, 23, 24, 25 & 26
SEE SHEET 7 OF 12 SHEETS
FOR OTHER PARTS OF LOTS 9, 10, 11, 12, 27, 28, 29 & 30
SEE SHEET 8 OF 12 SHEETS
FOR OTHER PARTS OF LOTS 13, 14, 31 & 32
SEE SHEET 9 OF 12 SHEETS
FOR OTHER PARTS OF LOTS 15, 16, 33 & 34
SEE SHEET 10 OF 12 SHEETS
FOR OTHER PARTS OF LOTS 17, 18, 35 & 36
SEE SHEETS 11 & 12 OF 12 SHEETS



N

0 10 20

BASEMENT FLOOR PLAN
(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

DISTANCES ARE TO THE EXTERNAL SURFACE OF THE BUILDING WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE PART LOTS LABELED 'C' EXTENDS BETWEEN THE UPPER SURFACE LEVEL OF THEIR PAVEMENT FLOOR TO 2.25 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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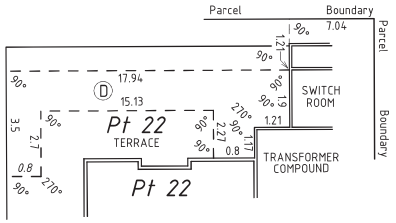
STRATA PLAN
62323
SHEET 6 OF 12 SHEETS

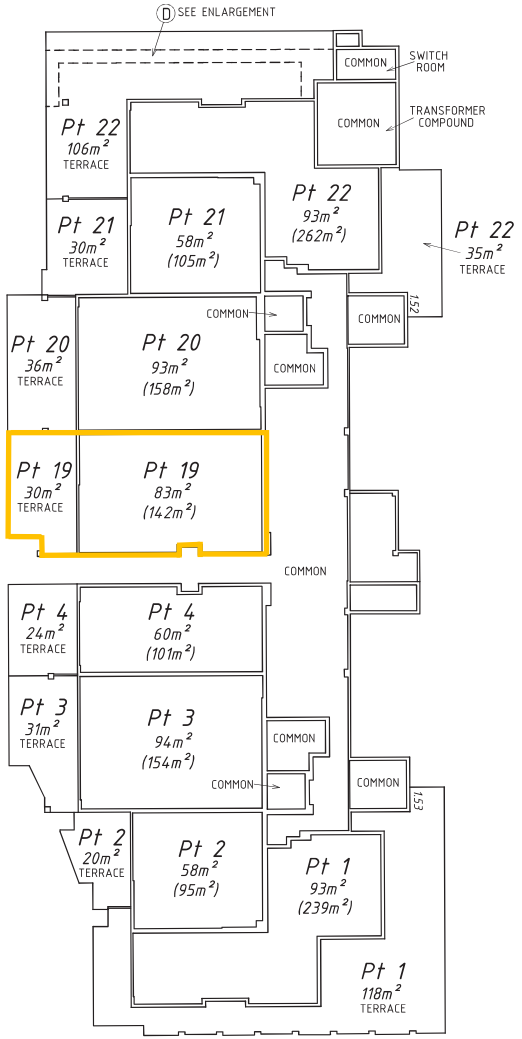
FOR OTHER PARTS OF LOTS 1, 2, 3, 4, 19, 20, 21 & 22
SEE SHEET 5 OF 12 SHEETS







GROUND FLOOR PLAN
(Scale 1 : 300 @ A3)



ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

DISTANCES ARE TO THE EXTERNALSURFACE OF THE BUILDING WALLS, UNLESS OTHERWISE STATED.

THE BOUNDARIES OF THE TERRACE PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE TERRACE FLOOR, AND FROM THE UPPER SURFACE LEVEL OF THE TERRACE FLOOR TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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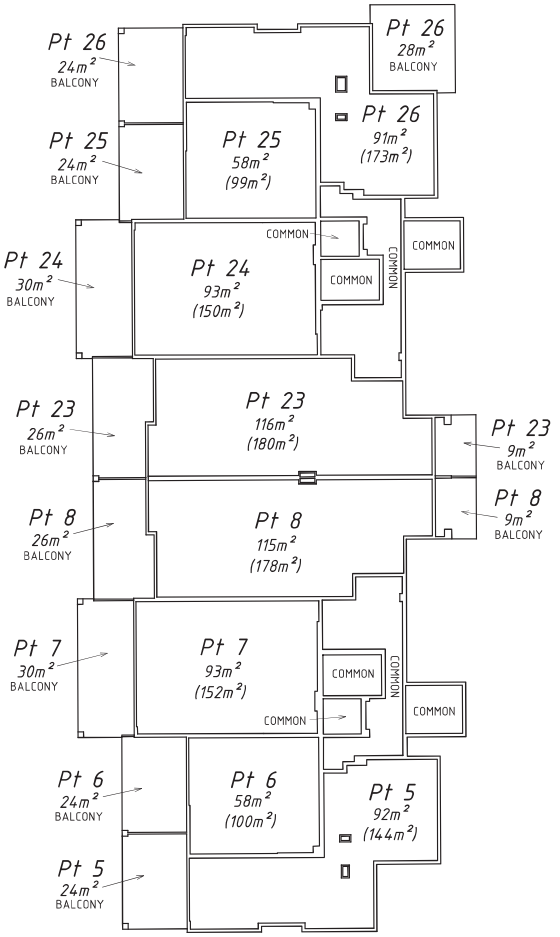
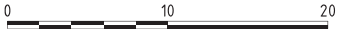
STRATA PLAN
62323
SHEET 7 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 5, 6, 7, 8, 23, 24, 25 & 26
SEE SHEET 5 OF 12 SHEETS







FIRST FLOOR PLAN

(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.
ALL WALLS ARE COMMON PROPERTY.
THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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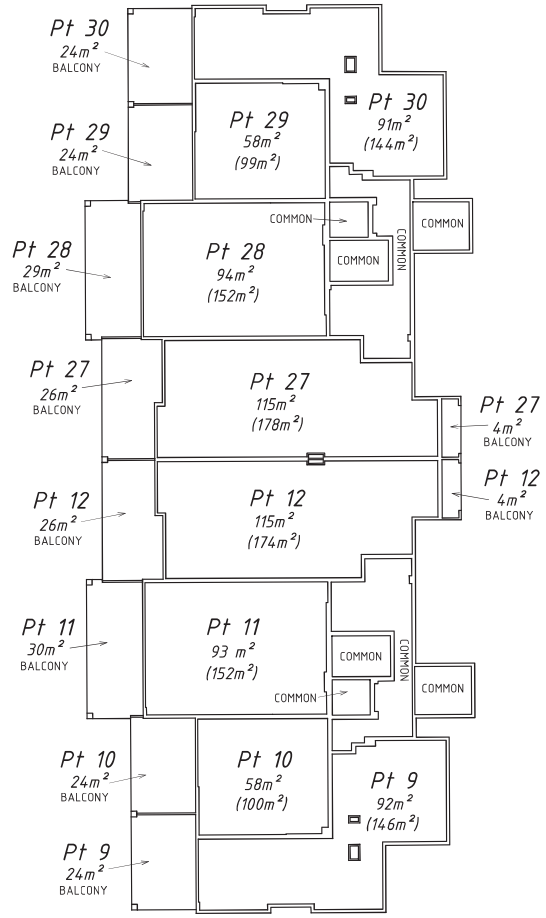
STRATA PLAN
62323
SHEET 8 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 9, 10, 11, 12, 27, 28, 29 & 30
SEE SHEET 5 OF 12 SHEETS







SECOND FLOOR PLAN
(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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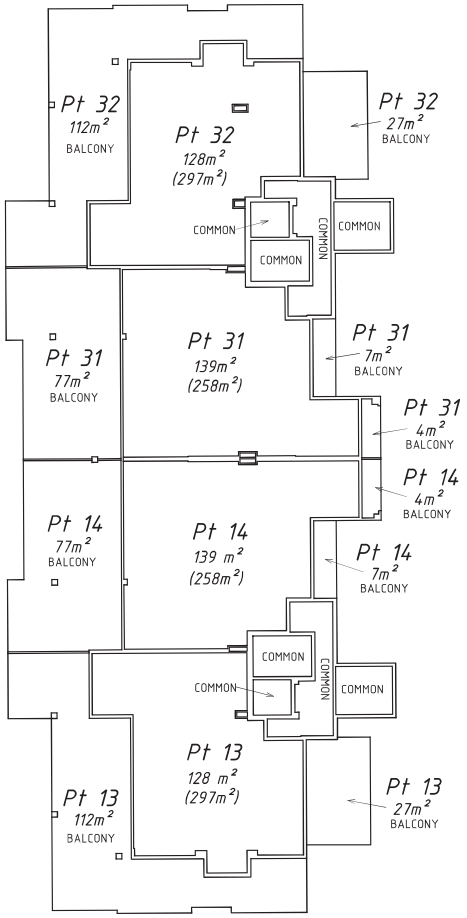
STRATA PLAN
62323
SHEET 9 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 13, 14, 31 & 32
SEE SHEET 5 OF 12 SHEETS





0 10 20

THIRD FLOOR PLAN

(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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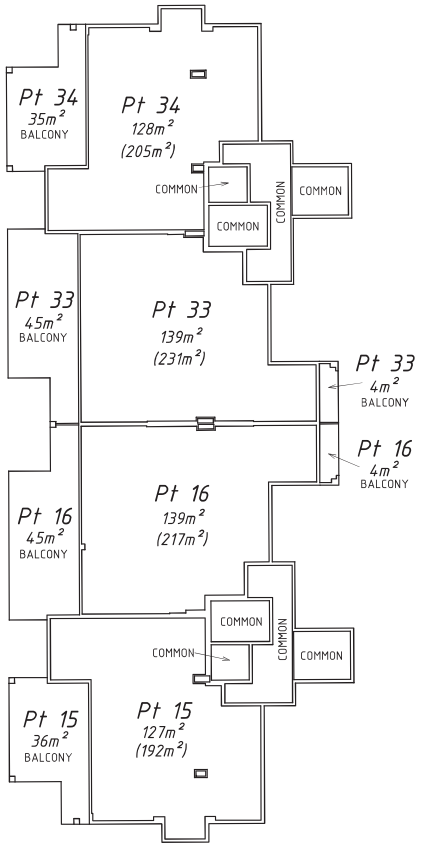
STRATA PLAN
62323
SHEET 10 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 15, 16, 33 & 34
SEE SHEET 5 OF 12 SHEETS





0 10 20

FOURTH FLOOR PLAN
(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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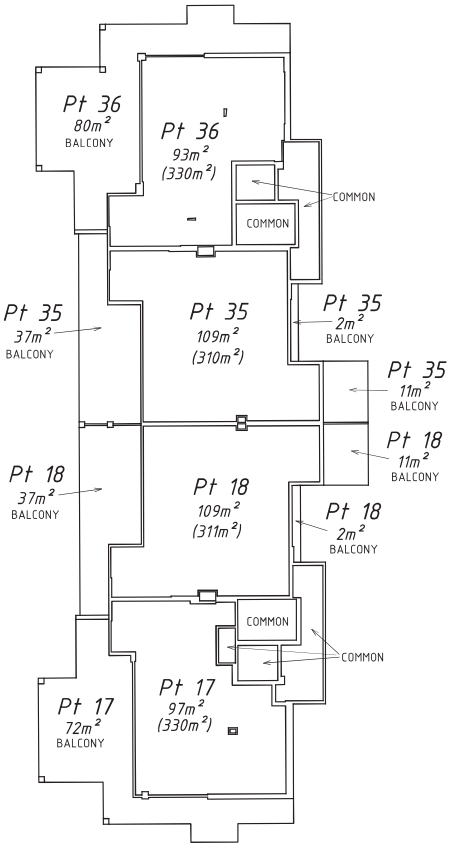
STRATA PLAN
62323
SHEET 11 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 17, 18, 35 & 36
SEE SHEETS 5 & 12 OF 12 SHEETS





0 10 20

FIFTH FLOOR PLAN
(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.

ALL WALLS ARE COMMON PROPERTY.

THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.

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.

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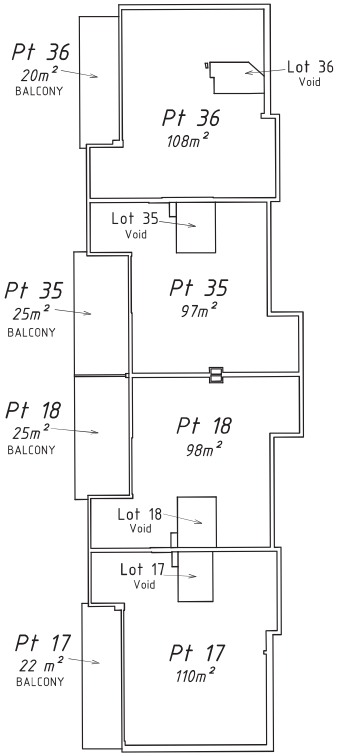
STRATA PLAN
62323
SHEET 12 OF 12 SHEETS

FOR OTHER PARTS OF LOTS 17, 18, 35 & 36
SEE SHEETS 5 & 11 OF 12 SHEETS





0 10 20

SIXTH FLOOR PLAN

(Scale 1 : 300 @ A3)

ALL PILLARS AND COLUMNS ARE COMMON PROPERTY.
ALL WALLS ARE COMMON PROPERTY.
THE BOUNDARIES OF THE BALCONY PART LOTS EXTENDS FROM THE EXTERNAL SURFACE OF THE BUILDING WALLS TO THE OUTER EXTENT OF THE BALCONY SLAB, AND FROM THE UPPER SURFACE LEVEL OF THE BALCONY SLAB TO 2.5 METRES ABOVE THAT SURFACE, UNLESS COVERED.
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.

Attachment 2

FORM 3

STRATA PLAN No. 62323					
Schedule of Unit Entitlement		Office Use Only Current Cs of Title	Schedule of Unit Entitlement		Office Use Only Current Cs of Title
Lot No,	Unit Entitlement	Vol. Fol.	Lot No,	Unit Entitlement	Vol. Fol.
1	27	2840 - 360	28	24	2840 - 387
2	15	2840 - 361	29	18	2840 - 388
3	22	2840 - 362	30	28	2840 - 389
4	16	2840 - 363	31	32	2840 - 390
5	24	2840 - 364	32	34	2840 - 391
6	16	2840 - 365	33	36	2840 - 392
7	24	2840 - 366	34	34	2840 - 393
8	26	2840 - 367	35	47	2840 - 394
9	26	2840 - 368	36	49	2840 - 395
10	18	2840 - 369			
11	24	2840 - 370			
12	26	2840 - 371			
13	34	2840 - 372			
14	32	2840 - 373			
15	34	2840 - 374			
16	36	2840 - 375			
17	49	2840 - 376			
18	47	2840 - 377			
19	18	2840 - 378			
20	22	2840 - 379			
21	16	2840 - 380			
22	26	2840 - 381			
23	26	2840 - 382			
24	24	2840 - 383			
25	16	2840 - 384			
26	28	2840 - 385			
27	26	2840 - 386			

Continued Overleaf

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FORM 3

STRATA PLAN No. 62323					
Schedule of Unit Entitlement		Office Use Only Current Cs of Title		Schedule of Unit Entitlement		Office Use Only Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
				Aggregate	1,000		

DESCRIPTION OF PARCEL AND BUILDING

A Six Level apartment complex of precast concrete panel construction built over six levels plus basement parking level and comprising 7 one bedroom units, 13 two bedroom units , 12 three bedroom units and 4 penthouse suites
To be known as Bluewater, 5 Reserve Street, Scarborough

CERTIFICATE OF LICENSED VALUER
STRATA

I, **Don Eftos**, 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.

17-Mar-2014
Date

Don Eftos
2014.03.17
13:44:15 +08'00'
Signed

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FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 62323

DESCRIPTION OF PARCEL & BUILDING

Lot 800 on Deposited Plan 69037 and having an address of 5 Reserve Street Scarborough.

The building subject of this plan is a seven storey concrete, brick & metal residential complex comprised of thirty six units.

CERTIFICATE OF LICENSED SURVEYOR

I, Murray Carlton, 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 bylaw(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~

Murray Carlton
2014.05.05 11:29:44
+08'00'

……

Licensed Surveyor Date

*Delete if inapplicable

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PERMIT FORM BA12

Occupancy Permit – Strata

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

OFFICE USE ONLY Permit number **OP14/0026**

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

1. Details of building or structure

Certificate of title	Volume 2794	Folio 496	
Lot on survey	800		
Strata plan number	62323	Land being re-subdivided (if applicable)	
Property street address (unit no, level, street no, lot no, street name, suburb, postcode)	5 Reserve Street SCARBOROUGH WA 6019		
Description of building	36 Apartments and Basement Car Park		
Main BCA class of the building	2	Secondary BCA class (for multi-purpose buildings) 7a	
Use(s) of building	36 sole occupancy units (residential) with car park	Each restriction on use (if applicable)	

2. Permit details

This occupancy permit is for whole of building

Details

Occupancy Permit S50

Only partial construction of the development completed i.e. external envelope.

Western Australian Planning Commission approval required - Yes

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

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

Issuing officer **Andrew Neilson – Coordinator Building Approvals**

Signature

Date 15 Apr 2014

Permit authority **CITY OF STIRLING**

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FORM 26

Ref. STRATA PLAN NO. 62323

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 14-Nov-13 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. Lot 800 on DP69037

Location 5 Reserve Street

Locality Scarborough

Local Government City of Stirling

Lodged by: Carlton Surveys

Date: 14-Nov-13

City of Stirling
Delegated Officer
Section 25
Strata Titles Act 1985

For Chairman, Western Australian Planning Commission

1/5/14
Date

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

(*to be deleted as appropriate.)

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FORM 8

ANNEXURE 'A' OF STRATA PLAN NO. 62323 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS

Dealings registered or recorded on Strata Plan	Instrument				Signature of Registrar of Titles
	Nature	Number	Registered	Time	
EASEMENT BENEFIT CREATED UNDER SECTION 136C TLA FOR FIRE ESCAPE PURPOSES - SEE STRATA PLAN 62323 AND INSTRUMENT M628625					

SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Particulars	Registered	Signature of Registrar of Titles	Cancellation				Signature of Registrar of Titles
Nature	Number				Nature	Number	Registered	Time	
		COVENANT CREATED UNDER SECTION 150 P&D ACT TO COMMISIONER OF MAIN ROADS							
		SEE DEPOSITED PLAN 69037							
		EASEMENT BURDEN CREATED UNDER SECTION 136C TLA FOR FIRE ESCAPE PURPOSES - SEE STRATA PLAN 62323 AND INSTRUMENT M628625							
STATEMENT	M628626	MANAGEMENT STATEMENT	15.5.2014						
NOTIFICATION	M724191	NOTIFICATION OF CHANGE OF BY-LAWS	1.8.2014						
NOTIFICATION	N93950	NOTIFICATION OF CHANGE OF BY-LAWS	17.8.2015						
NOTIFICATION	N700348	NOTIFICATION OF CHANGE OF BY-LAWS							

SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS

Note: Entries may be affected by subsequent endorsements.

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GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Record of Strata Titles Scheme
Limitations, Interests, Encumbrances and Notifications

Approved Form 2020-27588
Version 3 – 1/07/2020

OFFICE USE ONLY
ANNEXURE B
STRATA PLAN 62323

BGRoberts
REGISTRAR OF TITLES

Document			Cancellation		
Number	Particulars	Date recorded/ lodged/registered	Nature	Number	Registered
Q286391	SCHEME BY-LAWS	17.01.2025			

Strata Plan 62323

Lot	Certificate of Title	Lot Status	Part Lot
1	2840/360	Registered	
2	2840/361	Registered	
3	2840/362	Registered	
4	2840/363	Registered	
5	2840/364	Registered	
6	2840/365	Registered	
7	2840/366	Registered	
8	2840/367	Registered	
9	2840/368	Registered	
10	2840/369	Registered	
11	2840/370	Registered	
12	2840/371	Registered	
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28	2840/387	Registered	
29	2840/388	Registered	
30	2840/389	Registered	
31	2840/390	Registered	
32	2840/391	Registered	
33	2840/392	Registered	
34	2840/393	Registered	
35	2840/394	Registered	
36	2840/395	Registered	

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FORM B2

Attachment 3 (Part 1 of 4)

Form Approval No. B1331

(Note 1)

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

FORM 25

STRATA TITLES ACT 1985

SECTION 5C(1)

THE OWNERS OF BLUEWATER

STRATA PLAN NO. 62323

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
BLUEWATER LIVING PTY LTD (ACN 141 243 825).

(Description of parcel the subject of the Plan)

Lot 800 on Deposited Plan 69037 the whole of the land in Certificate of Title Volume 2794 Folio 496.

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

1. The Schedule 1 Bylaws are amended and repealed or added to as follows:
   The Bylaws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 1 Bylaws numbered 1 to 57 inclusive as appears in the Schedule hereto are adopted.
2. The Schedule 2 Bylaws are amended, repealed or added to as follows:
   The Bylaws in Schedule 2 to the Act are repealed.

Dated this 14TH day of APRIL 2014.

EXECUTED by BLUEWATER LIVING PTY LTD (ACN 141 243 825) pursuant to section 127 of the *Corporations Act 2001*:)

Director

Director/Secretary *

CALDEN MARK ROGERS
Full Name (Please Print)
*** Delete if inapplicable**

GARY WARREN DEMPSEY
Full Name (Please Print)

PLEASE REFER NEXT PAGE

ENCUMBRANCE

WESTPAC BANKING CORPORATION ACN 007 457 141
ENCUMBRANCE Document & No. **Mortgage M049596**

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SCHEDULE 1

BY-LAWS

1. DEFINITIONS

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

"Act" means *Strata Titles Act 1985* as amended;

"Bylaws" means the Bylaws adopted by the strata company from time to time;

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

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

"Council" means the Council of the strata company established pursuant to the Bylaws;

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

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

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

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

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

"Lot" or **"lot"** means a strata lot formed upon registration of the strata plan;

"Original Proprietor" means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;

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

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

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

"Residential Lot" means a lot which is intended for use as a residence;

"Rules" means the rules adopted by the strata company from time to time pursuant to Bylaw 40 of the Schedule 1 Bylaws;

"Schedule 1 Bylaws" means these Schedule 1 Bylaws;

"Scheme" means the strata scheme constituted upon registration of the strata plan;

"Strata Company" means the strata company constituted by the registration of the strata plan;

"Strata Company Manager" means the person who is appointed from time to time as strata company manager pursuant to Bylaw 42 of the Schedule 1 Bylaws;

"Strata Plan" means the strata plan and any subdivision thereof registered from time to time in respect of the land.

1.2 **Interpretation**

In the Schedule 1 Bylaws:

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

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

1.2.1.2 all statutory instruments or orders made pursuant to it.

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

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

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Bylaws.

1.3 **Severability**

If any Schedule 1 Bylaw is invalid or unenforceable, then the remaining Schedule 1 Bylaws shall be valid enforceable.

1.4 **Application**

The Schedule 1 Bylaws:

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

1.4.2 bind a proprietor's invitees.

2. DUTIES OF PROPRIETOR, OCCUPIERS, ETC.

2.1 A proprietor shall:

2.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;

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

2.2 A proprietor shall:

2.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and

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

2.3 A proprietor, occupier or other resident of a lot shall:

2.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and

2.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;

2.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and

2.3.4 take all reasonable steps to ensure that his visitors comply with the Bylaws of the strata company relating to the parking of motor vehicles.

3. CONSTITUTION OF THE COUNCIL

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

3.2 Until the inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this Bylaw shall no longer apply.

3.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.

3.4 The members of the council shall be elected at each annual general meeting of the strata company.

3.5 In determining the number of proprietors for the purposes of this Bylaw, 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.

3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected , a

member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.

3.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.

3.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.

3.9 A member of the council vacates his office as a member of the council:

3.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;

3.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;

3.9.3 at the conclusion of an annual general meeting of the strata company at which an election of memb of the council takes place and at which he is not elected or re-elected; or

3.9.4 where he is removed from office under Bylaw 3.8 of the Schedule 1 Bylaws.

3.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under Bylaw 3.8 of the Schedule 1 Bylaws, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.

3.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.

3.12 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 Bylaws 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.

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

4. ELECTION OF COUNCIL

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

4.1.1 the meeting shall determine, in accordance with the requirements of Bylaw 3.3 of the Schedule 1 Bylaws the number of persons of whom the council shall consist;

4.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.

5. CHAIRMAN, SECRETARY AND TREASURER OF COUNCIL

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

5.2 A person:

5.2.1 shall not be appointed to an office referred to in Bylaw 5.1 of the Schedule 1 Bylaws unless he is a member of the council; and

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

5.3 A person appointed to an office referred to in Bylaw 5.1 of the Schedule 1 Bylaws shall hold office until:

5.3.1 he ceases to be a member of the council;

5.3.2 receipt by the strata company of notice in writing of his resignation from that office; or

5.3.3 another person is appointed by the council to hold that office,

whichever first happens.

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

6. CHAIRMAN, SECRETARY AND TREASURER OF STRATA COMPANY

6.1 Subject to Bylaw 6.2 of the Schedule 1 Bylaws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.

6.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.

6.3 A person appointed under Bylaw 6.2 of the Schedule 1 Bylaws may act until the end of the meeting for which he was appointed to act.

7. MEETINGS OF COUNCIL

7.1 At meetings of the council, all matters shall be determined by a simple majority vote.

7.2 The council may meet together for the conduct of business and adjourn and:

7.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

7.2.2 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

7.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.

7.4 A proprietor or individual may be appointed under Bylaw 7.3 of the Schedule 1 Bylaws whether or not he is a member of the council.

7.5 If a person appointed under Bylaw 7.3 of the Schedule 1 Bylaws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.

7.6 The council shall keep minutes of its proceedings.

8. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

8.1 The powers and duties of the secretary of a strata company include:

8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;

8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;

8.1.3 the supply of information on behalf of the strata company in accordance with section 43 (1)(a) and (b) of the Act;

8.1.4 the answering of communications addressed to the strata company;

8.1.5 the calling of nominations of candidates for election as members of the council; and

8.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

POWERS AND DUTIES OF TREASURER OF STRATA COMPANY

9.1 The powers and duties of the treasurer of a strata company include:

9.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;

9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;

9.1.3 the preparation of any certificate applied for under section 43 of the Act; and

9.1.4 the keeping of the books of account referred to in section 35(1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

10. GENERAL MEETINGS OF STRATA COMPANY

10.1 General meetings of the strata company shall be held once in each year and so that not more than 15 months

shall elapse between the date of one annual general meeting and that of the next.

10.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.

10.3 The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.

10.4 If the council does not within 21 days after the date of the making of a requisition under the Bylaw 10.3 of the Schedule 1 Bylaws proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.

10.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omissio. give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

10.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with Bylaw 10.5 of the Schedule 1 Bylaws.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.

11.2 Except as otherwise provided in these Bylaws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

11.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

11.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.

11.5 Bylaws 11.3 and 11.4 of the Schedule 1 Bylaws do not apply to a general meeting of a strata company referred to in Section 5OB.

11.6 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another

proprietor or his or her duly appointed proxy.

11.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.

11.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.

11.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

11.11 A demand for a poll may be withdrawn.

11.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

11.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

12. RESTRICTION ON MOVING MOTION OR NOMINATING CANDIDATE

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

13. VOTES OF PROPRIETORS

13.1 On a show of hands each proprietor has one vote.

13.2 On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.

13.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.

13.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.

14. A PROXY NEED NOT BE A PROPRIETOR.

14.1 Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.

14.2 Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.

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

14.4 The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors

as do not vote personally or by individual proxy.

15. COMMON SEAL

15.1 The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of the Schedule 1 Bylaws.

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

16. USE OF PREMISES

16.1 Subject to this Bylaw 16 of the Schedule 1 Bylaws a proprietor of a residential lot may only use his lot as a residence and the proprietor of a Commercial Lot may only use his lot for commercial purposes.

16.2 Notwithstanding the Schedule 1 Bylaw 16.1 a proprietor of a residential lot may:

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

16.2.2 conduct business from his lot so long as:

16.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;

16.2.2.2 the conduct of the business from the lot does not breach any local authority Bylaw or regulation;

16.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;

16.2.2.4 the business does not involve the manufacture, storage or vending of goods.

16.3 Notwithstanding Bylaw 16.1 of the Schedule 1 Bylaws the original proprietor of the land may use any lot ow by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme.

16.4 If a proprietor grants occupancy rights in respect of his lot he shall:

16.4.1 promptly provide the council with the full name of each occupier;

16.4.2 give each occupier a copy of the Bylaws and the rules (if any) at the commencement of the occupation; and

16.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the Bylaws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

17. REPAIR AND MAINTENANCE OF PREMISES

17.1 A proprietor shall at the proprietor's cost:

17.1.1 maintain his premises in a good state of repair and condition;

17.1.2 maintain his premises in a clean condition free from all vermin and insects;

17.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.

18. ALTERATIONS TO LOT

18.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:

18.1.1 obtained all the necessary approvals and permits of the local authority;

18.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;

18.1.3 given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to Bylaw 18.1.1 of the Schedule 1 Bylaws;

18.1.4 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.

18.2 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:

18.2.1 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;

18.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;

18.2.3 that no security door or gate within the scheme remains open while the works are carried out;

18.2.4 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;

18.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;

18.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m.

and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietors of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this Bylaw;

18.2.7 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.

19. EXCLUSIVE USE

19.1 In this Bylaw "exclusive use property" means every portion of common property comprising:

19.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and

19.1.2 that portion of the common property required for an air conditioning system approved by the strata company in accordance with Bylaw 20 of the Schedule 1 Bylaws.

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

19.3 The strata company may withdraw the exclusive use rights or any part thereof described in this Bylaw 19 of the Schedule 1 Bylaws if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with Bylaw 17 of this Schedule 1 Bylaws or fails to remove an air conditioning system in accordance with Bylaw 20 of this Schedule 1 Bylaws.

19.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to Bylaw 19.3 of this Schedule 1 Bylaws then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

20. INDIVIDUAL AIR CONDITIONING SYSTEMS

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

20.1.1 so noisy as to cause a disturbance to adjoining proprietors; or

20.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

20.2 Without prejudice to the generality of Bylaw 20.1 in the Schedule 1 Bylaws in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the strata company either:

20.2.1 remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed at the time the air conditioning system was installed; or

20.2.2 subject to complying with Bylaws 19 and 20 of the Schedule 1 Bylaws replace the air conditioning system.

20.3 Should a proprietor:

20.3.1 fail to repair and maintain the air conditioning system pursuant to Bylaw 17 of the Schedule 1 Bylaws; or

20.3.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to Bylaw 19.3 of the Schedule 1 Bylaws,

then the strata company may enter the proprietor's lot or his premises and:

20.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or

20.3.4 remove the air conditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the air conditioning system granted pursuant to this Bylaw 20 of the Schedule 1 Bylaws.

21. BEHAVIOUR

21.1 A proprietor shall not:

21.1.1 use his premises or any part of the common property for any purpose which may be a breach of the Bylaws, the regulations or Bylaws of the local authority or any other governmental regulation or law;

21.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;

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

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

21.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or Bylaws of the local authority or any other governmental regulation or law;

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

21.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;

21.1.8 be inadequately or inappropriately clothed when upon common property;

21.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;

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

21.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

22. VEHICLES

22.1 Neither a proprietor nor a proprietor's invitee shall:

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

22.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;

22.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;

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

22.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;

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

23. RESPONSIBILITY FOR PROPRIETOR'S INVITEES

23.1 A proprietor shall:

23.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the Bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon wri. notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;

23.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.

24. BLOCKAGE OF DRAINAGE PIPES

24.1 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.

24.2 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 Bylaw 24.1 of the Schedule 1 Bylaws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.

25. PROPRIETOR TO ADVISE OF DEFECTS

25.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the strata company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.

25.2 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.

26. DAMAGE TO COMMON PROPERTY

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

INSTRUCTING CONTRACTORS BY PROPRIETORS

27.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.

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

28. GARBAGE DISPOSAL

28.1 A proprietor shall:

28.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;

28.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;

28.1.3 comply with all local authority Bylaws, regulations and ordinances relating to the disposal of garbage;

28.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

29. SIGNS

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

original proprietor is the proprietor of a lot within the scheme.

29.2 The proprietor may install a sign on the exterior of a Commercial Lot:

29.2.1 limited to the commercial proprietors' trading name, the description of its business and the commercial proprietors' trade mark or insignia;

29.2.2 the size of the sign shall not exceed the dimensions approved by the Council;

29.2.3 in a style substantially similar to signs on other commercial premises in the vicinity;

29.2.4 with painted or plastic characters which are not moving, flashing or animated.

29.3 Any signs or notices installed by the proprietor of a Commercial Lot shall be maintained by the proprietor of the Commercial Lot in good repair and condition at all times.

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

30. ANTENNA

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

31. PETS

In this Bylaw:

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

"Excluded Dog" means:

(a) a pit bull terrier;

(b) an American pit bull terrier;

(c) a dogo argentino;

(d) a fini breasileiro;

(e) a Japanese tosa;

(f) any other outcross;

(g) any dog prohibited from importation into Australia by the Commonwealth Government; and

(h) an unregistered or dangerous dog under the *Dog Act 1976*;

"Small Dog" means any breed of dog which:

(a) at its full grown size does not exceed 10 kilos; and

(b) is not an Excluded Dog.

31.1 A proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.

31.2 A proprietor or occupier of a Residential Lot may keep, without the consent of the strata company:

31.2.1 fish, in an enclosed aquarium;

31.2.2 one (1) caged bird;

31.2.3 one (1) Small Dog;

31.2.4 one (1) cat;

31.3 A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council of the strata company before that proprietor or occupier keeps;

31.3.1 any other type of animal including a dog which is not a Small Dog;

31.3.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;

31.4 If a proprietor or occupier of a Residential Lot keeps an animal then the proprietor of occupier:

31.4.1 must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's Residential Lot;

31.4.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's Residential Lot;

31.4.3 must ensure that, when in or on any part of the common property, the animal is at all times held by the proprietor or occupier;

31.4.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or in or about the common property for:

31.4.4.1 any noise which is disturbing to an extent which is unreasonable;

31.4.4.2 for damage to or loss of property or injury to any person caused by the animal; and

31.4.4.3 is responsible for cleaning up after the animal has used any part of the common property.

31.5 This Bylaw:

31.5.1 applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and

31.5.2 does not prevent the keeping of a dog used as a guide dog or hearing dog.

31.6 Without affecting the strata company's rights under the Act, the strata company may issue a notice cautioning the proprietor or occupier of a Residential Lot in respect of a breach of any of the provisions of this Bylaw

including (without limitation) where a proprietor's or occupier's animal causes or is causing:

31.6.1 any noise which is disturbing to an extent which is unreasonable; or

31.6.2 damage to or loss of property or injury to any person.

31.7 A further breach under this Bylaw after a notice has been served on a proprietor or occupier of a Residential Lot under its Bylaw will entitle the strata company to require the immediate removal of the animal from the Building.

31.8 The proprietor will:

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

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

31.8.3 not keep any animal on his lot if:

31.8.3.1 the keeping of the animal breaches any regulation or Bylaw of the local authority;

31.8.3.2 he has failed to comply with a notice given by the council pursuant to its Bylaw;

31.8.3.3 he has within a twelve (12) month period received three notices issued under its Bylaw,

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

32. TEMPORARY BUILDING

32.1 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.

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

33. 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 strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.

34. FLOOR COVERINGS

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

35. WINDOWS

35.1 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.

35.2 If a proprietor installs curtains then the back of the curtain must be coloured white.

36. DRYING

Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.

37. STORAGE OF INFLAMMABLE LIQUIDS

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

38. FLOOR LOADING

Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

39. USE OF CAR BAYS

39.1 A proprietor shall not:

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

39.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

40. RULES

40.1 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:

40.1.1 the affixing of external aerials;

40.1.2 visitors' vehicle parking;

40.1.3 security;

40.1.4 use of stairways and passageways;

40.1.5 approval for keeping pets;

40.1.6 rubbish collection;

40.1.7 advertising and signs;

40.1.8 charges relating to the security system and security keys;

40.1.9 use of the Facilities.

40.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

41. PENALTY FOR BREACH OF BYLAWS

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of $400.00 or such other amount as is prescribed by the Act from time to time.

42. STRATA COMPANY MANAGEMENT

42.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.

42.2 Unless otherwise provided in the Bylaws the strata company may delegate (other than the power of delegation) all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).

42.3 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:

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

42.3.2 to view the improvements within the scheme on at least 1 occasion in each year;

42.3.3 arrange and attend the annual general meeting during any yearly period;

42.3.4 act upon request by, or in the absence of, the chairman:

42.3.4.1 as Chairman of any meeting of the strata company; or

42.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;

42.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;

42.3.5 as agent for the strata company to engage or employ contractors the 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;

42.3.6 to arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;

42.3.7 to disburse monies in accordance with the Act and the terms of the Bylaws;

42.3.8 to maintain the records of the strata company required by law;

42.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;

42.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;

42.3.11 to take possession of and care for the records and documents of the strata company;

42.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;

42.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 Bylaws;

42.3.14 generally implement the decisions of the strata company and its council;

42.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the strata company;

42.3.16 to attend on behalf of the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;

42.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata company;

42.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;

42.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;

42.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

43. INSURANCE RATES

43.1 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.

43.2 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.

44. RECOVERY OF COSTS BY STRATA COMPANY

44.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

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

44.1.2 legal costs on an indemnity basis; and

44.1.3 debt recovery agency's costs,

are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.

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

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

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

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

44.6 In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this Bylaw.

45. SECURITY AND FIRE SAFETY

45.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety of the Building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.

45.2 The Strata Company may restrict access to:

45.2.1 the car parking areas by means of a proximity card reader system; and

45.2.2 parts of the Building by means of a proximity card reader system or security key,

for the purposes of securing the Building and the common property from intruders and to preserve the safety of the Building from fire or other hazards.

45.3 The Strata Company will provide to each proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a proprietor to operate the security access devices referred to in Bylaw 47.2 of the Schedule 1 Bylaws.

45.4 A proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this Bylaw.

45.5 No proprietor 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.

45.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.

45.7 A proprietor or proprietor's invitee shall not:

45.7.1 interfere with any safety equipment;

45.7.2 obstruct any fire escape or fire stair well; or

45.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.

46. SMOKING

46.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.

46.2 Any proprietor who breaches this Bylaw or permits a breach of that Bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of this Bylaw.

47. COMMERCIAL LOT BYLAWS

47.1 This Bylaw shall only apply to Commercial Lots and references to the proprietor shall mean the proprietor of a Commercial Lot.

47.2 If there is any conflict between this Bylaw and any other Bylaw so far as it relates to a Commercial Lot then this Bylaw shall prevail.

47.3 The proprietor shall only conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a Commercial Lot.

47.4 The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the Commercial Lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.

47.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:

47.5.1 the use and occupation of a Commercial Lot for the use intended by the proprietor;

47.5.2 a Commercial Lot and facilities by reason of the number and the sex of the proprietor's employees and other persons working in or entering the Commercial Lot;

47.5.3 the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;

47.5.4 occupational health, safety and environmental matters;

47.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.

47.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in the preceding Bylaw.

47.7 The proprietor shall not:

47.7.1 allow a Commercial Lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;

47.7.2 use or permit any part of a Commercial Lot to be used as sleeping quarters or for residence;

47.7.3 keep any animals in a Commercial Lot;

47.7.4 hold or permit any auction or public meeting in the Commercial Lot;

47.7.5 use a Commercial Lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties;

47.7.6 use a Commercial Lot in an excessively noisy or noxious or offensive manner;

47.7.7 use plant or machinery in the Commercial Lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise.

47.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.

47.9 The proprietor shall not bring into store, or use in the Commercial Lot any inflammable, dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including the heating or lighting of the Commercial Lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.

47.10 The proprietor shall keep a Commercial Lot clean and:

47.10.1 have the floor and the interior of a Commercial Lot cleaned each business day;

47.10.2 have the surfaces of windows maintained in a clean condition;

47.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;

47.10.4 not allow the accumulation of useless property or rubbish in a Commercial Lot;

47.10.5 provide a sanitary hygiene service to female toilets.

47.11 The proprietor shall cause all rubbish accumulated in the Commercial Lot to be placed daily in suitable containers provided for the Commercial Lot and situated in an area in the scheme designated by the Council.

47.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.

47.13 The proprietor shall:

47.13.1 not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were designed;

47.13.2 not place in any of those facilities rubbish, chemicals, contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;

47.13.3 repair any damage caused to any of those facilities by breach of this Bylaw.

47.14 The proprietor shall:

47.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the scheme or to the Commercial Lot;

47.14.2 be liable:

47.14.2.1 for the costs of repairing any damage;

47.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order;

47.14.2.3 if necessary, to disconnect the proprietor's installation or alter or upgrade the electrical supply system at the proprietor's cost in order that it will suffice for the additional load imposed by the proprietor's installations.

47.15 The proprietor shall at the proprietor's expense:

47.15.1 take reasonable action to secure the Commercial Lot against unauthorised entry whilst the Commercial Lot is occupied;

47.15.2 securely lock and fasten external door and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;

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

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

47.16 The proprietor shall ensure that all background music and sound systems are installed and played in such a manner as to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.

48. LEVIES

48.1 For the purpose of levying contributions for administrative expenses on proprietors this Bylaw shall apply in lieu of that for the method provided in Section 36(1) of the Act.

48.2 In this Bylaw:

"commercial lot expenses" means those administrative expenses which relate wholly or predominantly to a Commercial Lot;

"commercial proprietor" means the proprietor of a Commercial Lot;

"general expenses" means all those administrative expenses which are not Commercial Lot expenses;

"residential lot" means all the lots other than the Commercial Lots;

"residential proprietor" means the proprietor of a residential lot;

"residential lot expenses" means those administrative expenses which relate wholly or predominantly to a residential lot.

48.3 The Strata Company may prepare separate levy contributions to recover administrative expenses in respect of:

48.3.1 the residential lots; and

48.3.2 the Commercial Lots.

48.4 If the preceding Bylaw applies then the Strata Company will levy contributions for administrative expenses as follows:

48.4.1 residential proprietors and the commercial proprietors shall pay the general expenses in proportion to the unit entitlement of their respective lots;

48.4.2 only the commercial proprietors shall pay the Commercial Lot expenses.

48.5 For the purposes of this Bylaw a residential proprietor will pay so much of the residential lot expenses divided by the total unit entitlement of all the residential lots as shown on the Strata Plan and then multiplied by the unit entitlement of the residential proprietor as shown on the Strata Plan.

48.6 For the purposes of this Bylaw a commercial proprietor will pay so much of the Commercial Lot expenses divided by the total unit entitlement of all the Commercial Lots as shown on the Strata Plan and then multiplied by the unit entitlement of the commercial proprietor as shown on the Strata Plan.

49. INSURANCE - COMMERCIAL LOT

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

49.1.1 all plate glass (if any) in the Commercial Lot against damage or destruction to the full insurable value thereof; and

49.1.2 public liability with a cover of not less than Ten Million Dollars or any increased sum which the Council may from time to time specify in respect of anyone occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the Commercial Lot or any part thereof or occasioned wholly or in part by an act neglect default or omission by the proprietor of a Commercial Lot or by his or her employees or visitors.

49.2 All monies recovered in respect of any insurance under this Bylaw shall be forthwith expended by the Commercial Lot proprietor in the satisfaction reinstatement or replacement of those items for which the monies are received to the extent that those monies are sufficient for the purpose and the Commercial Lot proprietor shall make up any deficiency from his or her own monies.

49.3 The Commercial Lot proprietors shall pay not later than seven days prior to the date for payment specified in the first premium notice or demand received in respect thereof all premiums in respect of the insurances to be effected and maintained by the Commercial Lot proprietor as herein provided and on demand shall produce any evidence of the policies and of the renewal thereof which the Council may from time to time require.

50. USE OF SWIMMING POOL

50.1 In this Bylaw

"Pool Area" includes the Swimming Pool and those areas adjacent to the Swimming Pool necessary for use and enjoyment of the Swimming Pool;

"Swimming Pool" means the swimming pool forming part of the Facilities.

50.2 This Bylaw regulating the use of the Swimming Pool and the Pool Area is in addition to and not substitution of

any other Bylaw or Rule relating to the use and enjoyment of the Facilities.

50.3 No child under sixteen (16) years of age may enter or remain within the Pool Area unless accompanied by an adult person.

50.4 Neither a Proprietor nor a Proprietor's Invitee may:

50.4.1 use any part of the Pool Area to the exclusion of any other person entitled to use the Pool Area;

50.4.2 use any part of the Pool Area for any business;

50.4.3 enter or remain in the Pool Area if under the influence of drugs or alcohol;

50.4.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;

50.4.5 spit or urinate or defecate in the Swimming Pool;

50.4.6 use soap, detergent or any other substance that may foul or pollute any part of the Swimming Pool;

50.4.7 climb up or onto any fence, partition, roof or raised object in the Pool Area other than one intended for that purpose;

50.4.8 enter or remain in the Pool Area unless suitably attired;

50.4.9 enter and exit the Pool Area except through the gates and doors which are designed for that purpose;

50.4.10 eat in or take into the Swimming Pool any food, drink or confectionery;

50.4.11 permit any animal to enter the Pool Area;

50.4.12 leave any rubbish in the pool Area except in a receptacle provided for that purpose;

50.4.13 smoke in the Pool Area;

50.4.14 enter or use the Swimming Pool if affected by or suffering from any infectious or contagious disease or skin complaint;

50.4.15 use or leave drinking glasses, bottles or any other glass container within four (4) metres of the Swimming Pool;

50.4.16 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Pool Area; or

50.4.17 tamper with any equipment in the Pool Area.

50.5 Every Proprietor shall obtain and deliver to the Council an acknowledgment from every occupier of the Proprietors Lot in such form as is reasonably required by the Council from time to time to the effect that the occupier has been made aware of this Bylaw and the occupiers obligation to comply at all times with this Bylaw.

51. POWER OF STRATA COMPANY REGARDING SUB-METERS

51.1 Where the supply of gas or electricity to a lot is regulated by means of a sub-meter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the sub-meter an amount, determined by the Council from time to time, and, if any amount so paid is applied by the strata company under Bylaw 51.2 of the Schedule 1 Bylaws, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as subject to this Bylaw, the strata company may require.

51.2 The strata company shall lodge every sum received under this Bylaw to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this Bylaw, be held on trust for the proprietor or occupier who made the payment.

51.3 If the proprietor or other occupier of a lot in respect of which a sub-meter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this Bylaw, including any interest that may have accrued in respect of that amount.

51.4 Where a person who has paid an amount under this Bylaw to a strata company satisfied the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this Bylaw.

52. VISITOR PARKING

52.1 In this Bylaw:

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

52.2 The Visitor Parking Bays must only be used by visitors for temporary parking purposes while visiting the scheme.

52.3 No proprietor may use the Visitor Parking Bays for parking at any time.

53. DISABLED PARKING

53.1 In this Bylaw:

"Disabled Parking Bay" means those car parking bays situate within the common property of the scheme and identified as for disabled parking.

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

53.3 No proprietor may use the Disabled Parking Bays for parking at any time.

54. PROTECTION OF VIEWS

54.1 Interpretations

In this Bylaw unless the context otherwise requires:

"Board" means the board of Directors of the Company;

"Company" means Bluewater Reserve Street Pty Ltd (ACN 151 160 397);

"Constitution" means the constitution of the Company a copy of which as at the date of registration of this Management Statement is annexed hereto;

"Directors" means the directors from time to time of the Company;

"Lot 23" means the property commonly known as 23/1 Reserve Street, Scarborough and being more particularly described as Lot 23 on Strata Plan 5210, the whole of the Land in Certificate of Title Volume 1[illegible] Folio 940;

"Member" means a person whose name is entered in the Register as a holder of Shares;

"Outgoings" include:

54.1.1 rates and taxes, including land tax, payable by the Company from time to time in respect of Lot 23 including any goods and services tax;

54.1.2 premiums for the insurance of Lot 23 and such of the contents as are the property of the Company against loss by fire storm or tempest, premiums for workers' compensation, public risk and such other risks as the Board may from time to time deem to be reasonably required;

54.1.3 the cost of such internal painting repairs and maintenance as are deemed necessary or desirable by the Board to keep Lot 23 and property of the Company in good order and condition;

54.1.4 expenditure in carrying out and complying with any notice or requirement of the local authority or ot[illegible] competent authority, in respect of Lot 23 and the Company's property as a whole;

54.1.5 amounts payable for the supply of electricity, water and gas for Lot 23;

54.1.6 expenditure in carrying on the operations of the Company, including accountancy and legal charges, management charges;

54.1.7 such other expenditure in respect of any matter or thing in relation to Lot 23 and the Company's property as in the opinion of the Board should necessarily be incurred;

"Register" means the register of Members to be kept pursuant to the Corporations Act 2001;

"Shares" means shares in the Company;

"Special Resolution" has the meaning assigned thereto by the Corporations Act 2001;

"Unanimous Resolution" means a vote or resolution passed by all Members.

54.2 **Objectives**

The objectives of this Bylaw are to:

54.2.1 protect the views of all the lots of the scheme by ensuring that any redevelopment of the parcel of land comprised in the adjoining strata scheme of which Lot 23 forms part cannot be undertaken without the consent of all the proprietors;

54.2.2 do all things and execute all such documents as may be necessary:

54.2.2.1 to have Lot 23 transferred to the Company;

54.2.2.2 to have the members of the Council from time to time appointed as the Directors of the Company; and

54.2.2.3 to transfer all of the issued Shares in the Company to the proprietors in accordance with this Bylaw;

54.2.3 let Lot 23 on usual terms and conditions;

54.2.4 deal with Company funds in the following manner and priority:

54.2.4.1 firstly, in payment of the Outgoings;

54.2.4.2 secondly, by retaining funds in a reserve fund of the Company as the Board considers necessary, and

54.2.4.3 thirdly, to distribute any surplus remaining to the proprietors in proportion to their shareholdings;

54.2.5 retain Lot 23 for the benefit of all the proprietors unless and until they resolve otherwise by Unanimous Resolution.

54.3 **Inconsistency between Bylaws and Constitution**

54.3.1 This Bylaw creates rights and obligations which are in addition to or may be inconsistent with the rights and obligations created in the Constitution. Except where expressly provided otherwise in this Bylaw those rights and obligations are to be exercised and observed concurrently and not in substitution for one another.

54.3.2 In the event of any conflict or inconsistency between any rights and obligations under this Bylaw and those in the Constitution, the rights and obligations created under this Bylaw will prevail and be exercised or observed to the exclusion of those created by the Constitution so far as is permitted by law and necessary to resolve the conflict.

54.3.3 If a proprietor so requests in writing all the proprietors will co-operate to take all necessary steps to amend the Constitution to reflect this Bylaw where there is any conflict between them.

54.4 **Corporate Structure**

The Original Proprietor registered the Company:

54.4.1 as a proprietary limited company; and

54.4.2 with a share capital of $1,000.00 comprising 1000 fully paid ordinary Shares.

54.5 **Transfer of Lot 23 and other matters**

The Original Proprietor will as soon as practicable after the date of registration of the Strata Plan (if not done prior):

54.5.1 cause the Company to adopt the Constitution;

54.5.2 transfer Lot 23 to the Company;

54.5.3 transfer the Shares in the Company to the proprietors in the proportions set out in Bylaw 54.6;

54.5.4 have its nominees resign as Directors of the Company; and

54.5.5 subject to the other provisions of this Bylaw and the Constitution, have the members of the Council appointed as Directors of the Company.

54.6 **Allotment of Shares**

The Shares will be transferred to the proprietors of the lots described below in the number appearing opposite:

Lot Number	Number of Shares
Lot 1	27
Lot 2	15
Lot 3	22
Lot 4	16
Lot 5	24
Lot 6	16
Lot 7	24
Lot 8	26
Lot 9	26
Lot 10	18
Lot 11	24

Lot 12	26
Lot 13	34
Lot 14	32
Lot 15	34
Lot 16	36
Lot 17	49
Lot 18	47
Lot 19	18
Lot 20	22
Lot 21	16
Lot 22	26
Lot 23	26
Lot 24	24
Lot 25	16
Lot 26	28
Lot 27	26
Lot 28	24
Lot 29	18
Lot 30	28
Lot 31	32
Lot 32	34
Lot 33	36
Lot 34	34
Lot 35	47
Lot 36	49

54.7 **Unanimous Resolution**

Except as otherwise specified in this Bylaw, the Corporations Act, the Strata Titles Act or the Constitution the Board will only exercise its power to direct the activities of the Company in accordance with instructions and directions arising from a Unanimous Resolution in relation to each of the following matters:

54.7.1 the sale of Lot 23;

54.7.2 the use of the proceeds of the letting of Lot 23 other than in accordance with Bylaw 54.9;

54.7.3 the appointment of Directors to the Board other than in accordance with Bylaw 54.12.

In considering a Unanimous Resolution the proprietors will:

54.7.4 act in good faith;

54.7.5 give due consideration to the Directors duties and responsibilities at law and the personal liab imposed upon them at law;

54.7.6 not require the Directors to act unlawfully or negligently or recklessly in the exercise of such powers; and

54.7.7 use best endeavours to advance the Company in accordance with the objectives set out in Bylaw 54.2 in a manner that is not, or not likely to be or become detrimental to the best interests of the proprietors collectively.

54.8 **Use of Lot 23**

54.8.1 The Directors are to let Lot 23 upon such terms and conditions as they see fit.

54.8.2 The Directors will apply the proceeds of any such letting in the order and priority set out in Bylaw 54.2.4.

54.9 **Outgoings**

54.9.1 This Bylaw 54.9 will only apply if for any reason the proceeds from the letting of Lot 23 are insufficient to pay the Outgoings.

54.9.2 Each proprietor will contribute to the funds of the Company a proportion of the Outgoings paid or incurred by the Company. Each proprietor will be required to contribute only such proportion of the Outgoings as the number of shares held by that proprietor bears to the total number of issued shares in the Company from time to time.

54.9.3 The decision of the Board in respect of any of the matters referred to in Bylaw 54.9.1 or on any particular matter arising therefrom will be finally and conclusively binding on all proprietors.

54.9.4 At such intervals of time as the Board determines, the Board will ascertain and furnish to each proprietor a statement of the Outgoings and of the proportion to be contributed by that proprietor. The statement will be deemed to have been duly furnished if sent by ordinary post to the address of the

proprietor in the roll of proprietors kept by the Strata Company. The contribution will become due and payable fourteen days after the date of the furnishing of the statement.

54.9.5 If a proprietor's contribution is not paid by the proprietor within 14 days after the Board furnishes a statement in accordance with by-law 54.9.1 then the proprietor's contribution will bear interest at the rate of 10 per cent per annum and may be recovered as a debt due to the Company from the proprietor.

54.10 **Constitution of the Board**

Subject to the provisions of the Constitution, the members of the Council are to also be the Directors of the Company.

54.11 **Chairman and secretary.**

54.11.1 The Directors shall, at the first meeting of the Board after they assume office as such members, appoint a chairman and secretary of the Board. Those Directors who are appointed to act as chairman and secretary of the Council shall assume the same office in respect of the Company unless they do not consent in which event the following Bylaws shall apply.

54.11.2 A person:

54.11.2.1 shall not be appointed to an office referred to in Bylaw 54.12.1 unless he is a member of the Council; and

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

54.11.3 A person appointed to an office referred to in Bylaw 54.12.1 shall hold office until:

54.11.3.1 he ceases to be a member of the Council;

54.11.3.2 he ceases to be a member of the Board;

54.11.3.3 receipt by the Company of notice in writing of his resignation from that office; or

54.11.3.4 another person is appointed by the Council to hold that office,

whichever first happens.

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

54.12 **Meetings of Board**

54.12.1 At meetings of the Board, all matters shall be determined by a simple majority vote.

54.12.2 The Board will meet at the same time as meetings of the Council and may otherwise meet together for the conduct of business and adjourn and:

54.12.2.1 otherwise regulate its meetings as it thinks fit, but the Board shall meet when any Director gives to the other Directors not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

54.12.2.2 subject to any restriction imposed or direction given at a general meeting of the Company, delegate to one or more of its Directors such of its powers and duties as it thinks fit, and at any time revoke the delegation.

54.12.3 The Board shall keep minutes of its proceedings.

54.13 **Powers and duties of secretary of the Company**

The powers and duties of the secretary of the Company include:

54.13.1 the preparation and distribution of minutes of meetings of the Company and the submission of a motion for confirmation of the minutes of any meeting of the Company at the next such meeting;

54.13.2 the giving on behalf of the Company and of the Board of the notices required to be given under the Constitution;

54.13.3 the answering of communications addressed to the Company;

54.13.4 the calling of nominations of candidates for election as Directors of the Company if necessary.

54.13.5 the convening of meetings of the Company and of the Board.

54.14 **General meetings of the Company**

54.14.1 General meetings of the Company will be held simultaneously with general meetings of the Strata Company unless required by the Board in which event the following Bylaws shall apply.

54.14.2 General meetings of the Company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.

54.14.3 All general meetings other than the annual general meeting shall be called extraordinary general meetings.

54.14.4 The Board may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate number of the issued Shares convene an extraordinary general meeting.

54.14.5 If the Board does not within 21 days after the date of the making of a requisition under Bylaw 54.16.4 proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate of all of the issued Shares, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.

54.14.6 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all

proprietors, but accidental omission to give the notice to any proprietor or non-receipt of the notice by any proprietor does not invalidate any proceedings at any such meeting.

54.14.7 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the Company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business.

54.15 **Proceedings at general meetings**

54.15.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of Directors.

54.15.2 Except as otherwise provided in these Bylaws, no business may be transacted at any general meeting unless a quorum of Directors is present at the time when the meeting proceeds to business.

54.15.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

54.15.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.

54.15.5 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

54.15.7 Except where otherwise required by or under the Corporations Act, the Constitution or these Bylaws, resolutions may be passed at a general meeting by a simple majority vote.

54.15.8 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.

54.15.9 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

54.15.10 A demand for a poll may be withdrawn.

54.15.11 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

54.15.12 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

54.16 **Transfer of Shares**

54.16.1 Shares may only be transferred to the proprietor of the lot to which those shares relate.

54.16.2 When a proprietor ceases to be the proprietor of his lot he shall cease to be entitled to be a Member of the Company and shall transfer the Shares held by him to the transferee of the Lot.

54.16.3 The instrument of transfer of any shares will be executed by or on behalf of the transferor and transferee. The transferor will be deemed to remain a holder of the shares until the name of the transferee is entered in the Register in respect of those shares.

54.16.4 Shares must be transferred in any usual or common form which the Directors may approve.

54.16.5 The Board may decline to register any transfer of shares to a person who is not to be the proprietor of the transferred lot. No shares of a proprietor may be transferred except to the same transferee together with all other shares of the proprietor.

54.16.6 The Board may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer. If the Board refuses to register a transfer of shares, it will within one month of the date on which the transfer was lodged send to the transferee notice of the refusal.

54.16.7 The legal personal representatives of a deceased sole holder of a proprietor of shares will be the only person recognised by the Company as having any title to the proprietor's shares. In the case of shares registered in the names of two or more holders, the survivors, or survivor or the legal personal representatives of the deceased survivor will be the only person/s recognised by the Company as having any title to the shares.

54.16.8 Any person becoming entitled to a proprietor's shares in consequence of the death or bankruptcy of a proprietor will upon such evidence being produced as may from time to time be properly required by the Board have the right either to be registered as a member in respect of the proprietor's shares or, instead of being registered himself, to make such transfer of the shares as the deceased or bankrupt person could have made. The Board will in either case have the same right to decline or suspend registration as it would have had in the case of a transfer of the shares by the deceased or bankrupt person before the death or bankruptcy.

54.17 **Council and Meetings of the Lot 23 Scheme**

54.17.1 The Directors may determine who amongst them will be approved to represent the Company as the proprietor of Lot 23 in respect of the strata scheme of which it forms part including as:

54.17.1.1 a member of the Council; and

54.17.1.2 at any meeting of that Strata Company.

54.17.2 The nominee when exercising his or her duties as either a Council member or proxy of the Company must follow the instructions given to them by the Board.

54.17.3 The Board may in its absolute discretion from time to time remove a person whom it has appointed either as a councillor of the other strata scheme or its proxy to attend meetings of the scheme and reappoint or appoint another Director in place of a Director it has removed.

54.18 **Registered Office of Company**

The registered office and principal place of business of the Company shall, unless otherwise resolved by the Directors, be the same address as the scheme.

55. EXCLUSIVE USE - LOTS 15, 16, 17, 18, 35 AND 36

55.1 **Definitions**

In this By-law:

"Car Bay" means the portion of the common property comprising the car bays marked on the Plan to which the proprietor is granted exclusive use;

"Lot 15" means lot 15 on the Strata Plan;

"Lot 16" means lot 16 on the Strata Plan;

"Lot 17" means lot 17 on the Strata Plan;

"Lot 18" means lot 18 on the Strata Plan;

"Lot 35" means lot 35 on the Strata Plan;

"Lot 36" means lot 36 on the Strata Plan;

"Plan" means the Exclusive Use Plan annexed hereto and marked "A";

"Proprietor" means the proprietor of lots 15, 16, 17, 18, 35 and 36, respectively.

55.2 **Exclusive Use**

The Proprietor of Lot 15 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 15.

The Proprietor of Lot 16 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 16.

The Proprietor of Lot 17 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 17.

The Proprietor of Lot 18 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 18.

The Proprietor of Lot 35 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 35.

The Proprietor of Lot 36 shall be entitled to the exclusive use and enjoyment of the Car Bay marked on the Plan for the exclusive use of Lot 36.

55.3 **Exclusive Use Obligations**

The rights mentioned in 55.2 of this By-law shall be granted upon and subject to the terms and conditions following:

55.3.1 the Proprietor must not do or suffer to be done on the Car Bay any act or thing by reason of which any increased or extra premium may become payable by the Strata Company for the insurance of the parcel or any part thereof;

55.3.2 the Proprietor must, at the Proprietor's cost, maintain and keep the Car Bay in good, clean and serviceable repair and condition free from oil and grease and shall ensure the Car Bay are swept and hosed down with water regularly;

55.3.3 the Proprietor must not use the Car Bay other than as a car bay;

55.3.4 the Proprietor must not hang, erect, display or affix anything to or from the car bay without the previous approval of the Council and then, only in such manner as may be fair and reasonable, and in keeping with the appearance of the building;

55.3.5 the proprietor must not assign, sublet or part with possession of the Car Bay or any part thereof.

55.4 **Inspection**

The Strata Company, its agents and servants may at all times enter upon the Car Bay for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the By-laws of the strata scheme are observed.

55.5 **Default**

If the Proprietor shall make default in the observance of any of the provisions set forth in this By-law the Strata Company may serve written notice on the proprietor specifying the nature of the default and requiring the default to be made good and if such default shall continue for the period of seven (7) days next following the date of service of such notice the Strata Company with or without workmen, servants, agents or others may enter into and upon the defaulting proprietor's Exclusive Car Bay and make good such default.

55.6 **Term**

The rights more particularly mentioned in By-law 55.2 of this By-law shall be granted for a term commencing on the date of registration of the Strata Plan and shall continue in full force and effect until the destruction (as determined in accordance with any provisions of the ST Act) of the buildings now comprised in the Strata Plan.

56. EXCLUSIVE USE - CAR BAY

56.1 **Definitions**

In this By-law:

"Car Bay" means that portion of the common property comprising the car bay delineated on the Plan adjacent to the car bay set aside for the exclusive use of Lot 35 to which the proprietor is granted exclusive use;

"Lot" means the lot on the Strata Plan identified on the Plan;

"Plan" means the Exclusive Use Plan annexed hereto and marked "A";

"Proprietor" means a proprietor of a lot nominated by the Original Proprietor at the first meeting of the Strata Company or any adjournment thereof.

56.2 **Exclusive Use**

The proprietor shall be entitled to the exclusive use and enjoyment of the Car Bay delineated on the Plan and nominated by the Original Proprietor.

56.3 **Exclusive Use Obligations**

The rights mentioned in 56.2 of this By-law shall be granted upon and subject to the terms and conditions following:

56.3.1 the proprietor must not do or suffer to be done on the Car Bay any act or thing by reason of which any increased or extra premium may become payable by the Strata Company for the insurance of the parcel or any part thereof;

56.3.2 the proprietor must, at the proprietor's cost, maintain and keep the Car Bay in good, clean and serviceable repair and condition free from oil and grease and shall ensure the Car Bay are swept and hosed down with water at least once per week;

56.3.3 the proprietor must not use the Car Bay other than as a car bay;

56.3.4 the proprietor must not hang, erect, display or affix anything to or from the car bay without the previous approval of the Council and then, only in such manner as may be fair and reasonable, and in keeping with the appearance of the building;

56.3.5 the proprietor must not assign, sublet or part with the possession of the Car Bay or any part thereof.

56.4 **Inspection**

The Strata Company, its agents and servants may at all times enter upon the Exclusive Car Bays for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the By-laws of the strata scheme are observed.

56.5 **Default**

If the proprietor shall make default in the observance of any of the provisions set forth in this By-law the Strata Company may serve written notice on the proprietor specifying the nature of the default and requiring the default to be made good and if such default shall continue for the period of seven (7) days next following the date of service of such notice the Strata Company with or without workmen, servants, agents or others may enter into and upon the defaulting proprietor's Exclusive Car Bay and make good such default.

56.6 **Term**

The rights more particularly mentioned in By-law 56.2 of this By-law shall be granted for a term commencing on the date of registration of the Strata Plan and shall continue in full force and effect until the earlier of:

56.6.1 the destruction (as determined in accordance with any provisions of the ST Act) of the buildings now comprised in the Strata Plan; or

56.6.2 if the proprietor shall at any time fail or neglect to perform or observe any of the conditions contained in this By-law, then and in such case and at any time, the Strata Company or the Council may determine this By-law.

57. SOLAR PANELS

57.1 **In this By-law 57**

"Claim" means a claim, demand, action, proceeding, suit, cost, charge, expense, claim for compensation, c for damages, injury, remedy, right of action, damage, loss and any other liability whether at law, in equity, under statute or otherwise; and

"Solar Panels" means the 13 Sunpower 327W solar panels installed by or with the approval of the original proprietor on part of the Common Property being on the roof over the upper balcony on the west facing side of Scheme over Lot 36 and on the roof over the lower balcony on the north facing side of the Scheme over Lot 36.

57.2 The Proprietor of Lot 36 is granted the special use and enjoyment of the Solar Panels and the exclusive use of the portion of the Common Property occupied by the Solar Panels.

57.3 The Proprietor of Lot 36 must, at its cost, maintain the Solar Panels in good and substantial repair condition and in safe working order at all times. If the Proprietor of Lot 36 fails to maintain the Solar Panels in accordance with its obligation set out in this Bylaw 49.3 and the failure continues for 7 days after service of a notice to that effect on the Proprietor of Lot 36 by the Strata Company, the Strata Company may at the cost of the Proprietor of Lot 36 carry out any necessary repair or maintenance to the Solar Panels and, for this purpose may, if required, enter upon Lot 36 to obtain access to the Solar Panels.

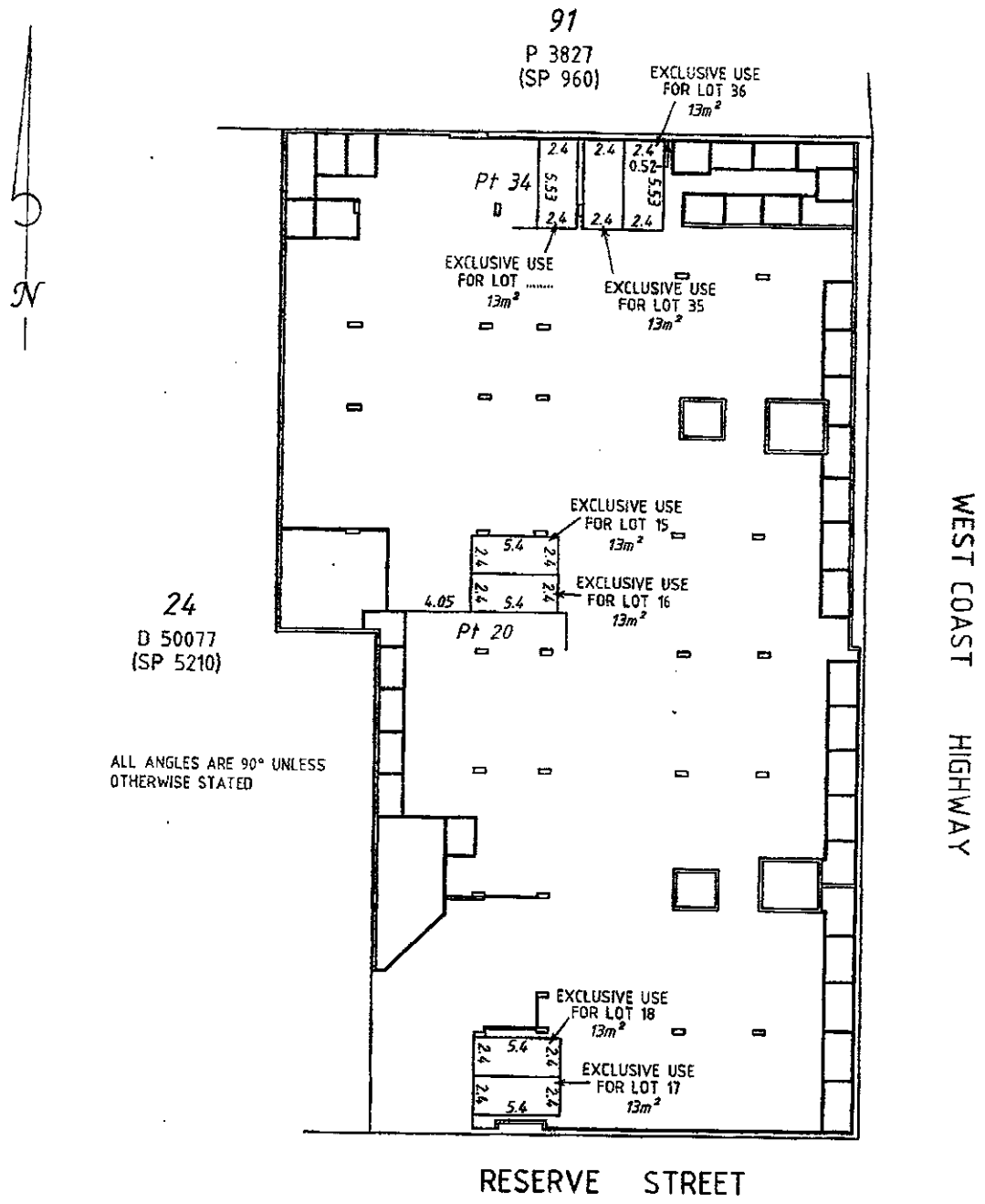
57.4 The Proprietor of Lot 36 is responsible for and must pay to the Strata Company on demand:

57.4.1 any additional insurance premiums imposed on the Strata Company under its insurance policy to the extent that those additional premiums relate to the Solar Panels; and

57.4.2 any excess payable in respect of any insurance policy taken out by the Strata Company arising from or in relation to a Claim made in relation to, or in connect with, the Solar Panels.

ANNEXURE 'A'

ALL RIGHTS AND PRIVILEGES COVERED UNDER THIS BYLAW LIMITS THE 'EXCLUSIVE USE' BOUNDARIES IN HEIGHT BETWEEN THE UPPER SURFACE LEVEL OF THEIR PAVEMENT FLOOR AND 2.25 METRES ABOVE THAT SURFACE UNLESS COVERED



THIS ANNEXURE HAS BEEN PREPARED FOR DEFINING THE 'EXCLUSIVE USE' AREA FOR THE PURPOSE OF PRODUCING A BYLAW OF THE SAME EFFECT FOR 'THE OWNERS OF BLUEWATER, 5 RESERVE STREET SCARBOROUGH' - STRATA PLAN 62323, PURSUANT TO SECTION 42(8) OF THE STRATA TITLES ACT 1985.

SCALE:1:400 @ A4
DRAWN DATE: 20-2-2014
JOB : 13007-G

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Corporations Act 2001 (Cth)

A Company Limited by Shares

CONSTITUTION OF BLUEWATER RESERVE STREET PTY LTD

1. CONSTRUCTION

1.1 Definitions

1.1.1 In this Constitution, unless the contrary intention appears:

Act means the *Corporations Act 2001* (Cth) as amended from time to time;

Bylaws means the bylaws adopted by the Strata Company from time to time;

Company means the company that is governed according to this Constitution;

Council of Owners means the council of the Strata Company established pursuant to the Bylaws;

Lot 23 means lot 23 on strata plan 5210 being all the land contained in certificate of title volume 1474 folio 940 and being more generally known as Unit 23, 1 Reserve Street, Scarborough;

Strata Company means the strata company created upon the registration of strata plan 62323;

Strata Lot means a strata lot on the Strata Plan;

Strata Plan means strata plan 62323; and

Strata Act means the *Strata Titles Act 1985* (WA).

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

1.2.1 the word "person" includes an individual, a firm, a body corporate, an unincorporated association and/or an authority;

1.2.2 the singular includes the plural and vice versa;

1.2.3 a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

1.2.4 a reference to a person, body or authority which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by any other person, body or authority in its place shall be taken to refer to the person, body or authority established or constituted in its place or by which its functions have become exercisable; and

1.2.5 an expression in a provision in any paragraph of this Constitution that deals with a matter by reference to a particular provision of the Act has the same meaning as in that provision of the Act.

2. PROPRIETARY COMPANY AND CONSTITUTION

2.1.1 The Company is a proprietary company and the replaceable rules contained in the Act shall not apply to the Company.

2.1.2 The Company is one which is limited by shares.

2.1.3 The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company or of any subsidiary of the Company and of persons who were previously in the employment of the Company or of any subsidiary of the Company and have thereafter continued to be members of the Company) may not exceed 50, but where 2 or more persons hold one or more shares in the Company jointly they must for the purposes of this paragraph be treated as a single member.

2.1.4 The right to transfer shares is restricted as provided by this Constitution.

2.1.5 In accordance with the provisions of section 124 of the Act and subject to the terms of this Constitution, the Company has the legal capacity and powers of an individual both in and outside the jurisdiction; and also has the powers of a body corporate including but not limited to the power to:

2.1.5.1 issue and cancel shares in the Company;

2.1.5.2 issue debentures

2.1.5.3 grant options over unissued shares in the Company;

2.1.5.4 distribute any of the Company's property among the members in kind or otherwise;

2.1.5.5 grant a floating charge over the Company's property;

2.1.5.6 arrange for the Company to be registered or recognised as a body corporate in any place outside the state in which the Company was incorporated; and

2.1.5.7 do anything that is authorised to do by any law (including a law of a foreign country).

3. SHARE CAPITAL AND VARIATION OF RIGHTS

3.1 Share Capital

3.1.1 As at the date of this Constitution, the share capital of the Company shall consist of ordinary shares only.

3.1.2 Where the directors consider it necessary and subject to both the Act and the unanimous approval of all members, the share capital of the Company may be divided into further classes of shares. Without prejudice to any special rights previously conferred on the holders of existing shares and again subject to the unanimous approval of all members, the directors shall determine the rights that shall apply to each class of shares.

3.2 Issuance of Shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, the terms of this Constitution and the unanimous approval of all members, the directors may issue shares in the Company on terms and conditions determined by the directors.

3.3 No Shares Upon Trust

3.3.1 Except as required by law, the Company is not required to recognise a person as holding any share upon any trust.

3.3.2 The Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a

share or (except as otherwise provided by this Constitution or by law) any other right in respect of a share except an absolute right of ownership in the registered holder.

3.4 **Share Certificates**

3.4.1 Every person whose name is entered as a member in the register of members is entitled, without payment, to receive a certificate in respect of the share in accordance with the Act.

3.4.2 The Company is not bound to issue more than one certificate in respect of a share or shares held jointly by several persons.

3.4.3 In the case of joint holders, the certificate must be delivered to the holder first named upon the register, unless all the joint holders otherwise direct the Company in writing.

3.4.4 Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

3.4.5 The Company must note on any certificate issued, the Strata Lot to which the share the subject of the certificate corresponds, if applicable.

3.5 **Lost Share Certificates**

If it is proven to the reasonable satisfaction of the directors that a certificate is lost, worn out or defaced, the Company must, subject to such indemnity being given as the directors, may from time to time prescribe, issue a replacement certificate. A replacement certificate must be marked as such.

3.6 **Variations to this Paragraph**

The Company may only amend this paragraph 3 with the unanimous consent of all members of the Company.

4. TRANSFER OF SHARES

4.1 **Ownership of Shares**

4.1.1 If a person owns a Strata Lot on the Strata Plan then that person is entitled to own a number of ordinary shares in the Company that corresponds to their unit entitlement set out on the Strata Plan. For example, if a person's unit entitlement on the Strata Plan is 27/1000 then that person is entitled to own 27 ordinary shares in the Company.

4.1.2 If a person owns more than one Strata Lot on the Strata Plan then, with respect to each Strata Lot on the Strata Plan that they own, they shall be entitled to own shares in the Company that correspon the unit entitlement of that Strata Lot.

4.1.3 No person may own shares in the Company unless they also own a Strata Lot on the Strata Plan and any share transfer instrument purporting to transfer shares to a person that does not own a Strata Lot on the Strata Plan is invalid and cannot be registered.

4.1.4 If at any stage and for any reason, the unit entitlements set out on the Strata Plan are varied, then the members hereby agree to do all things necessary in order to ensure that each member's shareholding corresponds with their unit entitlement set out on the Strata Plan.

4.2 **Restrictions on Transferring Shares**

No member may transfer their shares in the Company unless they do so in accordance with this Constitution and otherwise in accordance with the Act.

4.3 **Requirement for Transferring Shares**

If a member transfers their Strata Lot on the Strata Plan then that member must, simultaneously with the transfer of the Strata Lot, transfer the shares in the Company which they own and which correspond to the relevant Strata Lot to the same person to whom they are transferring the Strata Lot.

4.4 **Transfer Process**

4.4.1 All share transfers must be affected by a written instrument in any usual or common form. All share transfer instruments must be executed by or on behalf of both the transferor and the transferee listed therein and duly stamped (where applicable).

4.4.2 The share transfer instrument must then be left for registration at the registered office of the Company or dealt with as the directors otherwise instruct, accompanied by the relevant share certificate/s and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer and the right of the transferee to receive the shares and thereupon, the Company must, subject to the powers vested in the directors by this Constitution, register the transferee as a shareholder and retain the share transfer instrument for safekeeping.

4.4.3 A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect of the shares. Despite remaining the holder of the shares pursuant to this paragraph, as soon as they are no longer the registered proprietor of the Strata Lot they are no longer entitled to vote as the holder of the shares and nor are they entitled to participate in any dividends or other benefits to which shareholders are entitled.

4.5 **Power of Attorney**

Each and every member hereby irrevocably appoints each director of the Company (from time to time) to be their true and lawful agent and attorney in order to, in their name and on their behalf, perform all acts, prepare and execute all deeds, instruments and documents and otherwise do all things necessary in order to give effect to the terms of this paragraph 4 including but not limited to signing a share transfer instrument whether as the transferor or transferee. Each and every member ratifies and confirms anything that a director does or causes to be done under, or by virtue of, this paragraph and shall indemnify that director in respect of any loss arising from any act done under or by virtue of this paragraph.

4.6 **Refusal to Register a Transfer**

The directors may refuse to register a transfer of shares in the Company where the transfer does not comply with this Constitution.

4.7 **Encumbering Shares**

Each and every member agrees that they will not charge, mortgage or otherwise encumber any share that they own in the Company.

4.8 **Variations to this Paragraph**

The Company may only amend this paragraph 4 with the unanimous consent of all members of the Company.

5. TRANSMISSION OF SHARES

5.1 **Member's Obligation**

All members must ensure that, in the event of their death, bankruptcy or mental incapacity, the shares they own in the Company are transferred to the same person that is to receive the Strata Lot to which those shares relate.

5.2 **Death of a Member**

5.2.1 In case of the death of a member, the person that takes ownership of the Strata Lot to which the deceased member's shares correspond, whether the survivor of the deceased if the shares were jointly held, the legal personal representative of the deceased or otherwise, will be the only person recognised by the Company as having title to the deceased's interest in the shares.

5.2.2 For the avoidance of doubt, if the deceased's legal personal representative takes ownership of the shares, they must deal with the shares in the same way as they deal with the corresponding Strata Lot on the Strata Plan.

5.3 **Effect of Death, Bankruptcy or Mental Incapacity**

5.3.1 Subject to the *Bankruptcy Act 1966 (Cth),* any person that becomes entitled to a Strata Lot on the Strata Plan in consequence of the death, bankruptcy or the mental incapacity of a member, upon producing to the directors the documentation that gave rise to this entitlement, evidence properly required by the directors, and a signed notice requesting the shares be transferred and confirming the proposed transferees acceptance of the terms and condition of this Constitution is, entitled to receive the shares in the Company that correspond to the relevant Strata Lot.

5.3.2 Upon receipt of the documentation, evidence and signed notice set out at paragraph 5.3(a) above, the Company shall take steps to transfer the shares to the person so entitled in accordance with paragraph 4.

5.3.3 The directors have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death, bankruptcy or mental incapacity.

5.3.4 All the limitations, restrictions, and provisions of this Constitution relating to the right to transfer, and the registration of transfers of shares are applicable to any such notice of transfer as if the death, bankruptcy or mental incapacity of the member had not occurred and the notice or transfer were a transfer signed by that member.

5.3.5 If 2 or more persons are jointly entitled to any share in consequence of the death, bankruptcy or mental incapacity of the registered holder, they are, for the purposes of this Constitution, deemed to be joint holders of the share and the directors must enter their names in the register of members regarding the share in the order in which their names appear in the instrument under which they became entitled.

5.4 **Rights of Legal Personal Representatives and Trustee in Bankruptcy**

If the registered holder of a share dies or becomes bankrupt, their personal representative or the trustee in bankruptcy of their estate, as the case may be, is, upon the production of such evidence as is properly required by the directors and provided they still control the Strata Lot to which the shares correspond, entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise), as the registered holder would have been entitled to if they had not died or become bankrupt.

5.5 **Variations to this Paragraph**

The Company may only amend this paragraph 5 with the unanimous consent of all members of the Company.

6. TAXATION AND DUTIES

6.1 **Liability for Impost on Shares**

If any law for the time being of the Commonwealth of Australia or of any Australian state or territory, or of any other country or place in which the Company carries on business or has any of its assets, imposes, or purports to impose, any immediate or future possible liability upon the Company to make any payments to any government or taxing authority regarding any shares registered as held either jointly or solely by any member or otherwise in connection with the holding, whether in consequence of death or for any other reason:

6.1.1 the member or members holding such shares and their personal representative/s must fully indemnify the Company regarding any such liability;

6.1.2 the Company may recover any money paid by the Company in respect of any such liability imposed, or purported to be imposed, on the Company by action from the member or his personal representatives as a debt due by their estate to the Company with interest at such rate not exceeding 8% per annum as the directors may determine from the date when the Company paid the money until repayment;

6.1.3 the Company may deduct any such money and interest from any dividend or other money payable by the Company to the member or his personal representatives;

6.1.4 nothing contained in this Constitution prejudices or affects any right or remedy that any such law may confer or purport to confer upon the Company in respect of any such payment by the Company.

6.2 **Applicable Law and Forum**

As between the Company and the member or their personal representative/s, any right or remedy arising under paragraph 6.1 is enforceable by the Company, and every member of the Company as between themselves and the Company is hereby deemed to agree and bind their personal representative/s to submit to the legislative power and jurisdiction of the state, territory or country imposing such liability upon the Company.

7. ALTERATION OF CAPITAL

7.1 **Conversion of Share Capital**

The Company may, from time to time and subject to the unanimous approval of all members, convert all or any of its shares into a larger or smaller number of shares, with the date of conversion taking effect as at the date of resolution or at a later date specified therein and any amounts unpaid on any shares being converted are to be divided equally among the replacement shares.

7.2 **Power to Reduce Capital**

The Company may, subject to the unanimous approval of all members, reduce its share capital in any way not otherwise provided under the Act, subject to the reduction being fair and reasonable to the Company's members as a whole and not materially prejudicing the Company's ability to pay its creditors.

7.3 **Variations to this Paragraph**

The Company may only amend this paragraph 4 with the unanimous consent of all members of the Company.

8. GENERAL MEETINGS

8.1 **How Convened**

8.1.1 If possible, general meetings of the Company shall be held at the same time and place as general meetings of the Strata Company.

8.1.2 General meetings of the Company can be convened by any director on his or her own initiative.

8.1.3 The directors shall, upon a requisition made in accordance with section 249D of the Act, convene a general meeting of the Company.

8.1.4 Subject to paragraph 8.1.1, general meetings shall be held at the time and place/s determined by the directors from time to time.

8.2 **Restrictions**

8.2.1 In this Constitution and for the purpose of general meetings all business shall be classified as "special business" with the exception of the consideration of accounts and the election of directors which shall be classified as "ordinary business".

8.2.2 For the purposes of this Constitution, the following business may not be dealt with by the directors and may only be dealt with at a general meeting and further requires the unanimous approval of all members:

8.2.2.1 the sale of Lot 23; and/or

8.2.2.2 the redevelopment of the strata scheme of which Lot 23 forms part.

8.2.3 The Company may only amend this paragraph 8.2 with the unanimous consent of all members of the Company.

8.3 **Length of Notice of Meeting and Requirements**

8.3.1 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice of meetings, at least 21 days' notice must be given to all persons who are entitled to receive such notices from the Company, exclusive of the day on which the notice is served or deemed to be served, and of the day for which the notice is given.

8.3.2 A notice of general meeting must specify the place, the day and the hour of the meeting, the technology to be used at the meeting if it is to be conducted at two or more places and, except as provided by paragraph 8.3(c) state the general nature of the business to be transacted at the meeting, including an intention to propose a special resolution where such a resolution is to be proposed, the members right to appoint a proxy, the fact that a proxy need not be a member and that a member entitled to cast two or more votes may appoint two proxies and specify the proportion of votes to be held by each.

8.3.3 It is not necessary for a notice of a general meeting to state the ordinary business to be transacted at the meeting.

8.4 **Conduct of Meeting**

Subject to compliance with the requirements as to notice of, attendance at, and procedures for holding of meetings of members contained in this Constitution, meetings of members may be conducted over the telephc or by utilising any other method of technology which gives the members as a whole a reasonable opportunity to communicate, provided that:

8.4.1 once communication has been established with a member, he or she must remain in communication with the meeting unless the chairperson has given permission for that member to withdraw from the meeting;

8.4.2 at the commencement of the meeting each member must acknowledge his or her presence for the purpose of all other members taking part;

8.4.3 a meeting held under paragraph 8.4 is deemed to be held where the largest group of participating members are assembled, or if no such group is identifiable, where the chairperson of the meeting is present; and

8.4.4 any documents to be tabled at a meeting held under paragraph 8.4 must be made available to each member at the meeting.

8.5 **Quorum of Directors**

No business may be transacted at a general meeting unless a quorum of directors is present at the time when the meeting proceeds to business.

8.6 **Quorum of Members**

8.6.1 No business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

8.6.2 One half of the members of the Company being present at a general meeting and entitled to vote at that general meeting shall be a quorum for all general meetings.

8.6.3 For the purpose of determining whether a quorum is present, a person attending as a proxy or representing a corporation that is a member, is deemed to be a member.

8.6.4 If a member appoints more than one person as their proxy or representative, only one of the persons appointed shall be counted in determining the quorum.

8.7 **In Default of a Quorum**

If either a quorum or directors or a quorum of members is not present within half an hour from the time appointed for the meeting:

8.7.1 if the meeting was convened upon the requisition of members, the meeting is dissolved; and

8.7.2 in any other case:

8.7.2.1 the meeting stands adjourned to such day, and at such time and place as the directors determine or, if the directors make no determination, to the same day in the next week at the same time and place; and

8.7.2.2 if at the adjourned meeting a quorum of directors and a quorum of members are not present within half an hour from the time appointed for the meeting, those directors and members present shall constitute a quorum.

8.8 **Appointment of Chairperson**

The chairperson of the board of directors may preside as chairperson at every general meeting of the Company or if there is no such chairperson, or if they are not present in person or by telephone, electronic or audio-visual communication within 15 minutes after the time appointed for the holding of the meeting, or are unwilling to act, the members present may elect one of their number to be chairperson of the meeting.

8.9 **Adjournment**

8.9.1 The chairperson may, with the consent of any meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

8.9.2 No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.9.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

8.9.4 Except as provided by paragraph 8.9.3, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

8.10 **Carriage of Motions**

8.10.1 A motion put to the vote at any general meeting must be decided on a show of hands unless a poll is demanded:

8.10.1.1 by at least 2 members present in person or by proxy; or

8.10.1.2 by any member or members present in person or by proxy and representing not less than 5% of the total votes that may be cast on the resolution on a poll.

8.10.2 Unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried, or carried unanimously, or won by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.10.3 A poll may be demanded:

8.10.3.1 before a vote is taken;

8.10.3.2 before the voting results on a show of hands are declared; or

8.10.3.3 immediately after the voting results on a show of hands are declared.

8.10.4 The demand for a poll may be withdrawn.

8.11 **Effect of a Poll**

8.11.1 If a poll is duly demanded, it must be taken in such manner and subject to paragraph 8.10(b) either at once, or after an interval or adjournment, or otherwise as the chairperson directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.

8.11.2 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

8.12 **Chairperson Has No Casting Vote**

For the avoidance of doubt, the chairperson does not have a casting vote in the event of a tied vote or any other circumstances.

8.13 **Manner of Voting**

8.13.1 At a meeting of members, each member entitled to vote may vote in person, by proxy, by attorney and in the case of a Company, also by corporate representative; and

8.13.2 On a show of hands, every person present who is a member or a representative of a member has one vote and, on a poll, every member present in person, by proxy, by attorney or by other duly authorised representative has one vote for each share they hold.

8.14 **Resolutions in Writing**

8.14.1 If all the members have signed a document containing a statement that they are in favour of a resolution in terms set out in that document (other than a resolution to remove an auditor), a resolution in those terms is deemed to have been passed at a meeting held on the day on which the document was signed and at the time at which the document was last signed by a member or, if the members signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member.

8.14.2 For the purposes of paragraph 8.13(a), two or more separate documents containing statements and resolutions in identical terms, each of which is signed by 1 or more members are together deemed to constitute one document containing a statement in those terms signed by those members on the respective days on which they signed the separate documents.

8.14.3 A reference in paragraph 8.14.1 to all the members does not include a reference to a member who would not be entitled to vote on the resolution at a meeting.

8.14.4 A facsimile, telegram or email or such similar means of communication addressed to or received by the Company and purporting to be signed by a member, shall for the purpose of this paragraph be deemed to be writing signed by such member.

8.14.5 For the purposes of paragraph 8.13(a) if a share is jointly held, each of the joint members must sign the document containing the statement that they are in favour of the resolution.

8.15 **Joint Holders**

In the case of joint holders, the vote of the person whose name appears first in the register of members, whether in person or by proxy or by attorney, must be accepted to the exclusion of the votes of the other joint holders.

8.16 **Members of Unsound Mind**

A committee or trustee or such other person that properly has the management of the estate of a member who is of unsound mind, or whose person or estate is liable to be dealt with in any way under the law relating to mental health, may exercise any rights of the member in relation to a general meeting as if the committee, trustee or other person were the member.

8.17 **Objections to be Raised at Meeting**

8.17.1 An objection may be raised to the qualification of any voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

8.17.2 Any such objection must be referred to the chairperson of the meeting, whose decision is final and conclusive.

8.18 **Proxy**

8.18.1 An instrument appointing a proxy must be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may, but need not be, a member of the Company.

8.18.2 An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular motion and, where an instrument of proxy so provides, the proxy is not entitled to vote on the motion except as specified in the instrument and the proxy shall be deemed to have voted at the meeting as directed in the instrument of proxy.

8.18.3 An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.

8.19 **Form of Proxy**

An instrument appointing a proxy must be in the following form or in a form that is as similar as the circumstances allow:

Bluewater Reserve Street Pty Ltd

I/We, ... of ..... being a member/members of the abovenamed Company, hereby appoint ..... of ....., or in his absence ..... of ....., as my/our proxy to vote for me/us on my/our behalf at the general meeting of the Company, to be held on the ..... day of ..... 20....., and at any adjournment thereof.

Signed this ..... day of ..... 20....

*^ This form is to be used * "in favour of"/"against the motion".*

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit).

^To be inserted if desired.

8.20 **Validity of Instrument**

8.20.1 An instrument appointing a proxy is valid if it contains the following information:

8.20.1.1 the member's name and address;

8.20.1.2 the Company's name;

8.20.1.3 the proxy's name or the office held by the proxy; and

8.20.1.4 the meetings at which the proxy may be used.

Such an appointment of a proxy may be a standing appointment.

8.20.2 An instrument appointing a proxy will not be treated as valid unless the instrument and the power of attorney, or other authority under which it is signed or a certified copy of that power or authority is or are deposited at the registered office of the Company or at such other place as specified for that purpose in the notice convening the meeting or are sent by facsimile or by email to a facsimile number or er " address specified for that purpose in the notice convening the meeting not less than 24 hours before t.. time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

8.20.3 An undated proxy will be taken to be dated on the day that it is received by the Company.

8.21 **Validity of Proxy Vote**

8.21.1 An instrument appointing a proxy may specify the way in which the proxy is to vote on a particular resolution. If it does:

8.21.1.1 the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;

8.21.1.2 if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;

8.21.1.3 if the proxy is the chairperson, the proxy must vote on a poll and must vote that way; and

8.21.1.4 if the proxy is not the chairperson, the proxy need not vote on a poll, but if does so, the proxy must vote that way.

8.21.2 A vote given in accordance with the terms of an instrument of proxy or attorney is valid notwithstanding:

8.21.2.1 the previous death or unsoundness of mind of the principal;

8.21.2.2 the revocation of the instrument (or of the authority under which the instrument was executed); or

8.21.2.3 the revocation of the power or the transfer of the share/s in respect of which the instrument is given,

if the Company has not received at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used, or the power is exercised, any notice in writing of such death, unsoundness of mind, revocation, or transfer.

9. APPOINTMENT, REMOVAL & REMUNERATION OF DIRECTORS

9.1 Appointment of Initial Directors

The number and identity of the initial director/s must be determined in writing in the application for registration of the Company.

9.2 Appointment of Directors upon Registration of Strata Plan

As soon as possible following the registration of the Strata Plan:

9.2.1 all members of the Company that are elected members of the Council of Owners and that are willing to be appointed directors of the Company shall be appointed directors of the Company; and

9.2.2 simultaneously therewith, all the then current directors are deemed to retire.

9.3 Rotation of Directors

9.3.1 A person is not entitled to be a director of the Company unless they are a member of the Council of Owners.

9.3.2 Whenever a director of the Company ceases being a member of the Council of Owners, they must also immediately retire as a director of the Company.

9.3.3 Whenever a person is elected to be a member of the Council of Owners, provided they are willing to be appointed a director of the Company, they shall be appointed to be a director of the Company and shall hold such office until they cease to be a member of the Council of Owners, retire as a director or are removed in accordance with this Constitution, the Act or otherwise.

9.4 Appointment and Removal of Directors

9.4.1 The Company may from time to time by ordinary resolution and subject to paragraph 9.3:

9.4.1.1 remove a director from office; and/or

9.4.1.2 appoint a new director to replace a director who has been removed from office or whose office has been vacated pursuant to this Constitution.

9.4.2 Any notice of nomination, appointment, resignation or revocation of a director shall be in writing, and may be given by facsimile, telegram or email or such similar means of communication and signed by the person so nominating, appointing, resigning as or revoking the nomination or appointment of the director.

9.5 **Appointment**

Subject to paragraph 9.3, the directors may appoint a person to be a director.

9.6 **Remuneration**

The directors may be:

9.6.1 paid such remuneration as is from time to time determined by the Company in general meeting; and

9.6.2 reimbursed all expenses properly incurred by them in connection with the business of the Company.

9.7 **Disqualification**

The office of a director becomes vacant if the director:

9.7.1 ceases to be a member of the Council of Owners'

9.7.2 ceases to be a director by virtue of the Act;

9.7.3 becomes bankrupt or makes any arrangement or composition with their creditors generally;

9.7.4 becomes prohibited from being a director by reason of any order made under the Act;

9.7.5 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

9.7.6 resigns their office by notice in writing to the Company;

9.7.7 is absent without the permission of the directors for more than six months from meetings of the directors held during that period; or

9.7.8 fails to declare their direct or indirect interest in any contract or proposed contract with the Company as required by the Act,

provided always that until the entry or the vacating of office of the director pursuant to the preceding provisions of this paragraph is recorded in the minutes of the meetings of the directors, the acts of such person as a director are valid and effectual.

9.8 **Single Director Vacancy**

If the Company, at any stage, has only one director who is also the only shareholder in the Company and:

9.8.1 the person who is the director of the Company dies or the Company cannot be managed because of the persons mental incapacity, and a personal representative or trustee is appointed to administer the director's estate, that personal representative or trustee may appoint a new director; or

9.8.2 the person is bankrupt and under section 2066(3) of the Act his or her office is vacated and a trustee in bankruptcy is appointed to the person's property, that trustee in bankruptcy may appoint a person as a director of the Company.

10. POWERS AND DUTIES OF DIRECTORS

10.1 **Business Managed by Directors**

10.1.1 The directors must manage the business of the Company.

10.1.2 The directors may:

10.1.2.1 pay all expenses incurred in promoting and forming the Company; and

10.1.2.2 exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in general meeting.

10.1.3 Subject to this Constitution, the provisions of the Act, and such regulations as may be prescribed by the Company in general meeting, no regulation made by the Company in general meeting may or does invalidate any prior act of the directors that would have been valid if that regulation had not been made.

10.2 **Power to Appoint Attorneys**

10.2.1 The directors may by power of attorney appoint any person, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of the Company for such purposes, with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the directors under this Constitution) for such period and subject to such conditions as the directors think fit.

10.2.2 Any such power of attorney may contain provisions for the protection and convenience of persons dealing with any such attorney as the directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities, and discretions that are vested in the attorney.

10.3 **Minutes**

10.3.1 The directors must cause minutes to be made:

10.3.1.1 of all appointments of officers;

10.3.1.2 of the names of the members present at all meetings of the Company and of the names of the directors present at all meetings of the directors; and

10.3.1.3 of all proceedings at all meetings of the Company and of the directors.

10.3.2 Such minutes must be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meeting.

10.3.3 The directors must also cause to be kept in the minute books:

10.3.3.1 resolutions passed by members without a meeting;

10.3.3.2 resolutions passed by directors without a meeting; and

10.3.3.3 if the Company has only one director, records of the making of all declarations by the director.

11. PROCEEDINGS OF DIRECTORS

11.1 **Meeting Proceedings**

11.1.1 If possible, meetings of the directors shall be held at the same time and place as meetings of the Council of Owners however the directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit, including the use of technology to which each director present at the meeting consents, a consent of which may be a standing consent.

11.1.2 The secretary must convene a meeting of the directors in accordance with the Act on the requisition of a director.

11.1.3 Subject to compliance with the requirements as to notice of, attendance at, and procedures for holding of meetings of directors contained in this Constitution, meetings of directors may be conducted over the telephone or any other method of technology which gives the directors as a whole a reasonable opportunity to communicate, provided that:

11.1.3.1 once communication has been established with a director, he or she must remain in communication with the meeting unless the chairperson has given permission for that person to withdraw from the meeting;

11.1.3.2 at the commencement of the meeting each director must acknowledge his or her presence for the purpose of all other directors taking part;

11.1.3.3 a meeting held under paragraph 11.1 is deemed to be held where the largest group of participating directors are assembled, or if no such group is identifiable, where the chairperson of the meeting is present; and

11.1.3.4 any documents to be tabled at a meeting held under paragraph 11.1 must be made available to each director before the meeting.

11.2 **Voting**

11.2.1 Subject to this Constitution, questions arising at any meeting of directors must be decided by a majority of votes of directors present, and a determination by a majority of directors is for all purposes deemed a decision of the directors.

11.2.2 For the avoidance of doubt, the chairperson does not have a casting vote in the event of a tied vote or any other circumstances.

11.3 **Declaration of Interest**

11.3.1 Notwithstanding any rule of law or equity to the contrary but subject to paragraph 11.3(c), a director is not disqualified from their office by:

11.3.1.1 holding any other office or place of profit under the Company (other than as auditor); or

11.3.1.2 contracting with the Company either as vendor, purchaser or otherwise,

nor is any such contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested avoided.

11.3.2 A director is not liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of the director holding that office or of the fiduciary relationship thereby established.

11.3.3 A director must disclose any nature of interest at the meeting of the directors at which a contract or arrangement is determined if an interest then exists, including any material interest in any matter relating to the affairs of the Company or, in any other case, at the first meeting of directors after the acquisition of the interest.

11.3.4 Subject to paragraph 11.3(c), a director may vote as a director in respect of any contract or arrangement in which they are so interested.

11.3.5 A general notice that a director is a member of or otherwise interested in any specified firm or Company is sufficient disclosure for the purpose of paragraph 11.3(c).

11.3.6 After a director has given a notice as referred to in paragraph 11.3(c), it is not necessary for the director to give special notice relating to any particular transaction with that firm or Company.

11.3.7 Subject to paragraph 11.3(c), a director may as a director affix the seal to any document evidencing a contract or arrangement in which they are personally interested without in any way adversely affecting the validity of the said document only by reason of the director's personal interest in the contract or arrangement.

11.4 **Alternate Directors**

11.4.1 A director may, with the approval of the other directors, appoint a person (whether a member of the Company or not) to be an alternate or substitute director in their place during such period as they thinks fit.

11.4.2 An alternate director is entitled to notice of meetings of the directors and if the appointer is not present, is entitled to attend and vote in their stead.

11.4.3 An alternate director may exercise any powers that the appointer may exercise and the exercise of any such power by the alternate director is deemed to be the exercise of the power by the appointer.

11.4.4 An alternate director is not required to have any share qualification or be a member of the Council of Owners.

11.4.5 The appointment of an alternate director can be terminated at any time by the appointer notwithstanding that the period of the appointment of the alternate director has not expired, and terminates in any event if the appointer's office as a director is vacated.

11.4.6 An appointment or the termination of an appointment of an alternate director must be effected by a notice in writing signed by the director who makes or made the appointment and served on the Company.

11.5 **Quorum**

11.5.1 The quorum for a meeting of the directors is 1 where there is only 1 director of the Company, 2 where there are 2, 3 or 4 directors of the Company in total, 3 where there are 5 or 6 directors of the Company in total and 4 where there are 7 directors of the Company in total.

11.5.2 If a quorum is not present at a duly convened meeting of directors, the meeting stands adjourned to the same day, time and place in the following week and if, within 30 minutes of the appointed time, a quorum is not present at the adjourned meeting, those directors present shall constitute a quorum.

11.6 **Effect of Vacancy**

In the event of a vacancy or vacancies in the office of a director or directors, the remaining directors may act, but if the number of remaining directors is not sufficient to constitute a quorum at a meeting of directors, the remaining directors or the sole director, as the case may be, may act only for the purpose of increasing the number of directors to constitute a quorum or of convening a general meeting of the Company.

11.7 **Election of Chairperson**

11.7.1 The same person that is elected chairperson of the Council of Owners, from time to time, shall also be the chairperson of the board of directors provided they are willing to be so appointed.

11.7.2 If a meeting of directors is held and:

11.7.2.1 a chairperson has not been elected; or

11.7.2.2 the chairperson is not present in person or by telephone or audio-visual communication within 15 minutes after the time meeting, or is unwilling to act,

the directors present may choose one of their number to the chairperson of the meeting.

11.8 **Delegation to Committees**

11.8.1 The directors may delegate any of their powers to committees consisting of such of their number as they think fit.

11.8.2 A committee to which the directors have delegated any of their powers must exercise the powers in accordance with any directions of the directors, and a power so exercised is deemed to have been exercised by the directors.

11.9 **Committee Meetings**

Paragraphs 11.1, 11.2, 11.3, 11.4 and 11.5 apply mutatis mutandis to committees, their members and their meetings.

11.10 **Defect in Appointment**

All acts by any meeting of the directors or of a committee of directors or by any person acting as a director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a director or a member of a committee, or to act as a director, or that they or any of them were disqualified, valid as if every such person had been duly appointed and was qualified to be a director or a member of the committee.

11.11 **Resolutions in Writing**

11.11.1 Where the Company has more than one director, if all the directors have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a meeting of the directors held on the day on which the document was signed, and at the time at which the document was last signed by a director or, if the directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a director; and

11.11.2 Where the Company has a single director and the director records in writing his or her decision to a particular effect, the recording of that decision counts as the passing of a resolution.

11.11.3 For the purposes of paragraph 11.11.1, two or more separate documents containing statements and resolutions in identical terms each of which is signed by one or more directors are together deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.

11.11.4 A reference in paragraph 11.11.1, to all the directors does not include a reference to a director who would not be entitled to vote on the resolution at a meeting of directors.

11.11.5 A facsimile, telegram or email or such similar means of communication addressed to or received by the Company and purporting to be signed by a director shall for the purpose of this paragraph be deemed to be writing signed by such director.

12. SECRETARY

12.1.1 The same person that is elected secretary of the Council of Owners, from time to time, shall also be the secretary of the Company provided they are willing to be so appointed. If the secretary of the Council of Owners is not prepared to be so appointed, then the directors shall appoint another one of their number to be the secretary.

12.1.2 A secretary holds office on such terms and conditions as to remuneration and otherwise as the directors determine.

12.1.3 The directors may remove any secretary.

12.1.4 The appointment of a person as a secretary of the Company shall be void unless the Company has received from that person a written consent to his or her appointment.

12.1.5 A secretary may be removed from office if that person becomes disqualified from managing a Company under the Act.

13. EXECUTION OF DOCUMENTS/COMMON SEAL

13.1 **Execution of Documents**

The Company may execute documents either under seal or under hand. The Company is not required to use the seal in the execution of documents. The Company may have a seal and if it does so may also have a share seal which shall be a duplicate of the seal with the words "share seal" on its face, and may also have an official seal for use outside the jurisdiction of the incorporation of the Company, which shall be a duplicate of the seal with the name of each place it may be used on its face.

13.2 **Custody & Use of Seal**

The directors must provide for the safe custody of any seal which must only be used by the authority of the directors or of a committee of the directors authorised by the directors. Every document to which the seal is affixed must be signed:

13.2.1 where the Company has a single director who is also the sole secretary of the Company, by that person; or

13.2.2 in any other case, by a director and be countersigned by the secretary or by a second director or some other person appointed by the directors for that purpose, but the same person cannot attest the affixation in both capacities.

13.3 **Execution Under Hand**

Where a document is executed by the Company without using the seal, it must be signed by:

13.3.1 where the Company has a single director who is also the sole secretary of the Company, by that person; or

13.3.2 in any other case, by a director and be countersigned by the secretary or by a second director or some other person appointed by the directors for that purpose, but the same person cannot attest the affixation in both capacities.

14. INSPECTION OF RECORDS

14.1 **Records to be Kept**

14.1.1 The directors must cause proper accounting and other records to be kept, distribute copies of balance sheets as required by the Act, and determine whether, to what extent, at what times and places and under what conditions the accounting records of the Company or any other records, are open to the inspection of members other than directors.

14.1.2 A member, other than a director, does not have any right to inspect any account or book or paper of the Company except as conferred by law or authorised by the directors or by the Company in general meeting.

14.1.3 A person who has ceased to be a director may inspect the books of the company (including its papers and accounts) at all reasonable times for a period of 7 years after that person has ceased to be a director, only where the inspection is for the purposes of:

14.1.3.1 a legal proceeding to which the person who has ceased to be a director is a party;

14.1.3.2 where the person who has ceased to be a director proposes in good faith to bring a legal proceeding; and/or

14.1.3.3 where the person who has ceased to be a director has reason to believe that a legal proceeding will be brought against them.

15. DIVIDENDS AND RESERVES

15.1 **Declaration of Dividends**

15.1.1 Unless the Company otherwise determines at a general meeting, the directors shall distribute all profits of the Company, after all necessary expenses of the Company have been paid and subject to paragraph 15.3, to the members on an annual basis.

15.1.2 Notwithstanding any other term of this Constitution, dividends may only be paid out of profits which exist at the date the dividend is paid.

15.1.3 Unless the members unanimously agree otherwise, dividends must be paid to all ordinary shareholders in proportion to each such ordinary shareholder's shareholding in the Company.

15.2 **No Interest on Dividends**

Interest is not payable by the Company in respect of any dividend.

15.3 **Reserves**

15.3.1 Before payment of any dividend, the directors may set aside, out of the profits of the Company, such sums as they think proper as reserves to be applied at the discretion of the directors for any purpose for which the profits of the Company may properly be applied.

15.3.2 Pending any such application, the reserves may, at the discretion of the directors, be used in the business of the Company.

15.4 **Mode of Payment**

15.4.1 Subject to paragraph 15.4.2, dividends are to be paid by cheque and sent via post (unless otherwise nominated by the member in writing) to the address stated for each member on the register of members and in the case of joint holders, the address shown as the address of the joint holder first listed in that register

15.4.2 While the directors are not obligated to do so, each and every member authorises the directors to pay any dividend to which they become entitled, directly to the Strata Company on their behalf in payment of or on account for strata levies issued by the Strata Company. This payment may be either via electronic transfer or by cheque sent via post.

15.4.3 Any payment made by the directors pursuant to paragraph 15.4.2, whether made by way of electronic transfer or cheque must be made payable to the Strata Company and make clear note of the member for whose benefit the payment has been made.

15.5 **Variations to this Paragraph**

The Company may only amend this paragraph 15 with the unanimous consent of all members of the Company.

16. NOTICES

16.1 **Issue**

16.1.1 A notice may be given by the Company to any member either personally or by sending it by pos them at their address as shown in the register of members, or any other address supplied to tne Company for the giving of notices to them.

16.1.2 If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected, on the day after the date of its posting.

16.2 **Notice to Joint Holders**

The Company may give notice to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share/s.

16.3 **Notice to Deceased or Bankrupt Members**

The Company may give a notice to a person entitled to a share in consequence of the death or bankruptcy of a member:

16.3.1 by serving it on him personally or by sending it via post in a prepaid letter addressed to him by name, or by the title of the representatives of the deceased, or assignee of the bankrupt, or by any like

description, at the address (if any) in Australia supplied for the purpose by the persons claiming to be so entitled; or

16.3.2 until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

16.4 **Entitlement**

16.4.1 Notice of every general meeting must be given in the manner authorised in this Constitution to:

16.4.1.1 every member;

16.4.1.2 every person entitled to a share in consequence of the death, bankruptcy or mental incapacity of a member who, but for their death, bankruptcy or mental incapacity, is entitled to receive notice of the meeting; and

16.4.1.3 the auditor (if so appointed) for the time being of the Company

16.4.2 No other person is entitled to receive notice of a general meeting.

17 WINDING UP – DIVISION OF ASSETS

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide among the members in kind the whole or any part of the assets of the Company (whether it consists of property of the same kind or not) and may for that purpose set such value as the liquidator deems fair upon any property to be so divided. Any property so divided, subject to unanimous agreement of all members, must be divided amongst all ordinary shareholders in proportion to their respective shareholdings.

18. INDEMNITY

18.1 **Indemnity**

18.1.1 Every director (and every former director for a period of 7 years from the date that director ceases to hold office) shall be indemnified by the Company against a liability to another person (other than the Company or a related body corporate) arising out of any contract entered into or act or thing done by that first person as director or in any way in discharge of his or her duty, unless the liability arises out of conduct involving a lack of good faith.

18.1.2 Every auditor and other officer or employee of the Company may by resolution of the directors be indemnified by the Company against a liability to another person (other than the Company or a related body corporate) arising out of any contract entered into or act or thing done by that first person as auditor or other officer (other than as a director) or employee (as the case may be) or in any way in discharge of his or her duty, unless the liability arises out of conduct involving a lack of good faith.

18.1.3 Every director, auditor and other officer or employee of the Company may by resolution of the directors be indemnified out of the assets of the Company against a liability for costs and expenses incurred by that person:

18.1.3.1 in defending any proceedings (whether civil or criminal) in which judgement is given in favour of that person or in which the person is acquitted; or

18.1.3.2 in connection with an application, in relation to such proceedings, in which the Court grants relief to that person under the Act.

18.2 **Payment for Insurance Premiums**

The Company may, by resolution of the directors, pay or agree to pay, a premium in respect of a contract insuring a person who is or has been a director, auditor or other officer or employee of the Company against:

18.2.1 any liability, other than a liability incurred by the person as such a director, auditor or other officer or employee and arising out of conduct involving:

18.2.1.1 a wilful breach of duty in relation to the Company; or

18.2.1.2 without limiting sub-paragraph (i), a contravention of sections 182 and/or 183 of the Act; or

18.2.2 a liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal and whatever their outcome.

In the case of a Loan to an associate of a member, the associate must sign a Loan Agreement or a document acknowledging that the associate is bound by the terms and conditions of the Loan.

I/We, the person/s whose signature/s are set out below, hereby agree to the foregoing Constitution of the Company.

EXECUTED by **BLUEWATER LIVING PTY LTD (ACN 141 243 825) AS TRUSTEE FOR THE BLUEWATER LIVING UNIT TRUST** in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Director
~~Sole Director and Sole Secretary~~

CALOGN MARK ROGGS
Full Name (Please Print)

Director/Secretary *

GARY WARREN OLMSET
Full Name (Please Print)

*** Delete if inapplicable**

Dated: 2011.

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 stated.

EXAMINED

OFFICE USE ONLY

LODGED BY:

ADDRESS: BRADSHAW KULYNYCZ SETTLEMENTS
UNIT 3, 40 CEDRIC STREET
STIRLING WA 6021

PHONE NO: TEL: 9440 1490 FAX: 9440 1672

FAX NO:

REFERENCE NO: 27559

PREPARED BY :Chalmers Legal Studio

ADDRESS: Studio 7, The Wills Building
82-84 King Street
PERTH WA 6000
Our Ref: LC:38771B/36821B:ii-03
Final Copy 17/6/2011 2.00 PM

PHONE NO: (08) 9360 4100 FAX NO: (08) 360 4199

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

TITLES, LEASES, DECLARATIONJS ETC. LODGED HEREWITH

1. CERTIFICATE OF CONSENT - WESTPAC
2. _____ Received Items
3. _____ Nos.
4. _____
5. _____
6. _____ Receiving Clerk

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

FORM B4

N700348 AE
21 Aug 2017 08:30:00 Midland

(INSER DOC TYPE HERE)

LODGED BY Logiudice Property Group.
ADDRESS Po Box 8044
South Perth WA 6151
PHONE No. 9368 5888
FAX No. 9368 5800
REFERENCE No. N/A
ISSUING BOX No. N/A 999L

PREPARED BY Logiudice Property Group.
ADDRESS Po Box 8044.
South Perth WA 6151.
PHONE No. 9368 5888 FAX No. 9368 5800
REFERENCE No. N/A

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

N/A

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. ~~Form 21~~ Letter
2.
3.
4.
5.
6.

Received Items
Nos. 1-1
RP
Receiving Clerk

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

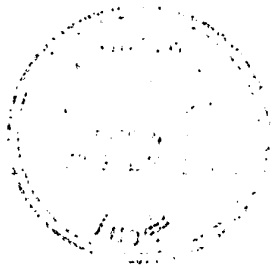
Landgate

EXAMINED

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE Thu Sep 21 15:11:17 2017 JOB 54928255

Landgate
www.landgate.wa.gov.au



LANDGATE COPY OF ORIGINAL NOT TO SCALE Thu Sep 21 15:11:17 2017 JOB 54928255

Landgate
www.landgate.wa.gov.au

Form 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles Act 1985

Section 42

The Owners of Bluewater, Strata Plan 62323 hereby certifies:

That by special resolution duly passed at a meeting of the Strata Company on 12th July 2017 which became unconditional on 9th August 2017 the By-Laws in Schedule 2 of the Act as they applied to the Strata Company, were added to as follows:-

By Law 1 – PROHIBITION ON SMOKING

1.1 No Proprietor, occupier or invitee shall smoke or consume or permit to be smoked or consume any tobacco based product or other substance upon or within any portion of the Scheme including, for the avoidance of doubt, on any part of the common property or within the boundaries of any lot

1.2 if an invitee fails to comply with sub-bylaw 1.1, the person who is the Proprietor or occupier of the Invitee will be responsible for the breach of sub-bylaw 1.1 for the purposed of these Bylaws.

1.3 For the purposes of Section 42A of the Act, a Proprietor or occupier who:

1. breaches this by-law 1;
2. is given notice from the Strata Company of the breach; and
3. following notice from the Strata Company, commits or allows to be committed a further breach or breaches of this by-law 1;

shall be liable to pay to the Strata Company a fine of $500 subject to the Strata Company complying with section 103I of the Act.

The Common Seal of Bluewater, Strata Plan 62323

Common
The Owners of
Bluewater
Strata Plan 62323
Seal

was hereunto affixed on 9th August 2017 in the presence of -

Signature	Signature
ANTHONY JOHN PERRIN	RITA SHAKESPEARE
Printed Full Name	Printed Full Name
3	1
Lot Number	Lot Number

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Landgate
www.landgate.wa.gov.au

LOGIUDICE
PROPERTY GROUP
LICENSED REAL ESTATE
AND BUSINESS AGENT

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

Landgate
21 AUG 2017
Received Records Services

9th August 2017

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

Dear Sir/ Madam,

Re: Form 21
Bluewater, Strata Plan 62323

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

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

Yours faithfully,

Shan Goodlet
Strata Manager

EV000529988 LTR

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[redacted]

FORM 21

Attachment 3 (Part 3 of 4)

M724191 AE
01 Aug 2014 08:30:00 Midland

REG $ 160.00

LODGED BY Chambers Franklyn Strata Management

ADDRESS 3/47 Cedric Street Stirling 6021

PHONE No. 08 94406222

FAX No. 08 94406244

REFERENCE No.

ISSUING BOX No. 999L

[redacted]

PREPARED BY Chambers Franklyn Strata Management

ADDRESS 3/47 Cedric Street Stirling 6021

PHONE No. 08 94406244

FAX No. 08 94406222

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

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. form 21
2.
3.
4.
5.
6.

Received Items

Nos. (1)

Receiving Clerk TL

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

Landgate

REGISTRAR OF TITLES WESTERN AUSTRALIA

GOVERNMENT OF WESTERN AUSTRALIA

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58.4 The proprietors and occupiers of a lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:

(1) The removal of lights weight furniture during storms; and

(2) The removal of planter boxes during storms

The Common Seal of The Owners of Bluewater, Strata Plan 62323 was hereunto affixed on 21st July 2014 in the presence of –

(Signature)

GARY DEMPSEY

(Name)

Common Seal
The Owners of
Bluewater
Strata Plan 62323

Sole Member of the Council.

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Form 21

NOTIFICATION OF CHANGE OF BY-LAWS
STRATA TITLES ACT 1985
SECTION 42

The Owners of Bluewater, Strata Plan 62323 hereby certifies:

That by resolution without dissent duly passed at a meeting of the Strata Company on the 30th May 2014 which became unconditional on 27th June 2014 that the by-laws in Schedule 1 to the Act as they apply to the Strata Company were added to as follows:

Schedule 1

By Law 58. Balconies

58.1 A proprietor or occupier of a lot must not:

(1) Use any balcony other than for passive recreational pursuits directly related to the use to which the lot adjacent to the relevant balcony is put;
(2) Place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture;
(3) Leave loose objects on the balcony and the proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or in internal partitions of the lot if the balcony doors are left open;
(4) Allow any items, including any umbrella or other form of shade shelter, to protrude over then edge of the balcony;
(5) Hang any washing, bedding, clothing or other article on the balcony that is visible outside the lot; or
(6) Smoke or allow anyone else to smoke on the balcony.

58.2 A proprietor or occupier of a lot must ensure that any loose items of furniture on balconies are fitted with soft footings to stop or reduce the transmission of noise to other lots in the scheme.

58.3 A proprietor or occupier of a lot shall be responsible for all costs associated with any damage to the lot, the scheme or to any other property of the proprietor or occupier of the lot or to the property of any other proprietor or occupier within the scheme as a result of unsecured items being left in or about the balcony of its lot.

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FORM B4

N093950 AE
17 Aug 2015 08:42:45 Midland

REG $ 164.00
FEES $ 164.00

AE

(INSER DOC TYPE HERE)

LODGED BY LOGIUDICE
ADDRESS PO Box 8044
South Perth 6151
PHONE No. 9368 5888
FAX No. 9368 5800
REFERENCE No.
ISSUING BOX No. 999L

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

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

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Letter
2.
3.
4.
5.
6.

Received Items 1/1
Nos.

Receiving Clerk MH

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

Landgate

EXAMINED

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Form 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles Act 1985

Section 42

The Owners of Bluewater, Strata Plan 62323 hereby certifies:

That by resolution without dissent duly passed at a meeting of the Strata Company on 9th July 2015 which became unconditional on 6th August 2015 the By-Laws in Schedule 1 of the Act as they applied to the Strata Company, were added to as follows:-

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

The Common Seal of Bluewater, Strata Plan 62323



was hereunto affixed on 6th August 2015 in the presence of -

Signature

A J PERRIN
Lot 3
Printed Name

Signature

Terry Edwards
Lot 7.
Printed Name

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Landgate
www.landgate.wa.gov.au

LOGIUDICE
PROPERTY GROUP
LICENSED REAL ESTATE
AND BUSINESS AGENT

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

Attachment 4 (Part 1 of 3)

THE OWNERS OF
BLUEWATER
5 RESERVE STREET
SCARBOROUGH WA 6019

STRATA PLAN 62323

Dear Owners

NOTICE OF MEETING

In accordance with the Strata Titles Act 1985 as amended, notice is hereby given that the Annual General Meeting of The Owners of Strata Plan 62323 will be held on:

Date: Thursday 31st July 2025

Time: 5.30PM

Venue: On Site – Ground Floor Lobby
5 Reserve Street, SCARBOROUGH 6019

Attendance: You may either attend in person or via Teleconference (Microsoft Teams), in accordance to Section 131 (1) & (2) of the Strata Titles Act 1985.
Please notify our office via email to: jeanette.lyes@lpg.com.au at least 48 hours prior, and an invitation will be sent to you.

Agenda: Please refer attached.

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

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

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

Yours faithfully,

Eleanor Logiudice

Eleanor Logiudice
Director/Licensee Logiudice Property Group
Strata Company Managers

Encls.

IMPORTANT INFORMATION FOR
GENERAL MEETINGS

Pursuant to the Strata Titles Act 1985 as amended in 2018

(1) FINANCIAL STATEMENT

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

(2) ATTENDANCE

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

(3) QUORUM

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

(4) PROXY

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

(5) ENTITLEMENT TO VOTE AT THE MEETING

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

(6) VOTING

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

(7) ELECTION OF COUCIL OF OWNERS

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

(8) AGENDA ITEMS

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

(9) DISQUALIFICATION FROM VOTING AS PROXY

- **If both the owner and proxy are present at the meeting, only the owner can cast the vote associated with the lot.**

REVISED 2/2025

THE OWNERS OF
BLUEWATER

STRATA PLAN 62323

AGENDA

1. ATTENDANCE/APOLOGIES/PROXIES

2. APPOINTMENT OF MEETING CHAIRPERSON

3. CHAIRMANS REPORT
3.1. Update regarding Dunes development
3.2. Update on Pool Umbrella
3.3. Update on status of major maintenance issues (see list below)

4. STRATA MANAGER ANNUAL REPORT

5. MINUTES
Confirmation of Minutes of the Annual General Meeting held on Tuesday, 2nd July 2024.

6. FINANCE:
6.1 Consider/Adopt the Financial Statement for the period 1st June 2024 to 31st May 2025.

6.2 Consider/Adopt an Administrative Fund Budget/levy for the period 1st June 2025 to 31st May 2026.

6.3 Consider/Adopt a Reserve/Sinking Fund Budget/levy for the period 1st June 2025 to 31st May 2026.

6.4. Present BCI 10 year plan along with 10 year projections

7. ELECTION OF COUNCIL OF OWNERS
a) Determine the number of persons of whom the council is to consist (min. 3 and max. 7);
b) Chairperson to call for nomination for election to the Council.
c) Chairperson to conduct a ballot of owners if the number of nominations exceeds the number on council.

8. APPOINTMENT OF STRATA COMPANY MANAGER
Motion on Notice
The strata company resolves by ordinary resolution that the Strata Company be directed to re-appoint Logiudice Property Group as strata company managers for the following 6 months (fixed price) in accordance with the budgeted fees, and a member of the Strata Council be authorised to sign the agreement on behalf of the strata company.

9. INSURANCE - Refer certificate and schedule attached for details of insurance.
Motion on Notice
The strata manager is directed to renew the policy when it falls due –
(a) At the current level of building sum insured;
(b) At the level of building sum insured to a figure as determined at this meeting, or
(c) The strata council be directed to arrange a valuation for insurance purposes and to amend the sum insured to the amount of that valuation. *(Last Valuation was undertaken 2024)*

10. SPECIAL BUSINESS

12. CLOSE OF MEETING

13. BLUEWATER RESERVE ST PTY LTD - GENERAL MEETING

Maintenance Items

- High Pressure Cleaning of Garage – this was funded with cleaning monies from Edge and will be carried out regularly
- Electrical Repairs/ Lighting Repairs – Security cameras and lights have been added to access driveway – both funded by Edge
- Plumbing – taps installed on all levels in service towers to assist with regular wash down of towers
- Garden Maintenance – COO will look at improvements to front verge and present options to owners
- Maintenance of Pool – Pool flood lights are now switchable as well as on a timer and daylight sensor, pool lights in the pool have been replaced. COO is currently investigating and gathering options to remedy issues with pool tiles falling off as well as water leaks beginning to appear in the basement under pool deck area. Thus far the worst case scenario is to retile pool as well as area around pool along with decommissioning of the planter boxes next to pool.
- Travertine sealing – All public areas except for lifts has been completed. Lifts have been scheduled to be done at night to minimise disruption to residents
- Full Fibre Upgrade – has been completed. Residents and owners will be notified once the new fibre connection is active so they can connect
- External Rope works – works are being carried out to the external areas of the building to prepare for future repaint. These include repairs to concrete cracks, treatment of areas where rust is showing through the concrete and repair of water leaks into apartments etc.
- Repairs to Outer Lobby and Mail room – we believe we have identified the cause of the mould/water damage to gyprock in these areas. We will continue to monitor these areas till end of August before we engage a plasterer to re-gyprock.

STRATA MANAGEMENT REPORT

Bluewater
5 Reserve Street, Scarborough WA 6019

General Items & Maintenance Carried Out:
In addition to general every day-to-day maintenance the following was carried out in the last year:

- BAS Statements Lodged
- Income Tax Lodged
- Air Conditioning Maintenance
- Maintenance Cleaning
- Cleaning of Windows
- High Pressure Cleaning of Garage
- Electrical Repairs/ Lighting Repairs
- Fire Alarm Monitoring
- Fire Equipment Service, Testing and Repairs
- Lift Maintenance and Repairs
- Plumbing Repairs
- Garden Maintenance
- Maintenance of Pool
- Gym Equipment Repairs
- By-Law consolidation
- Insurance Valuation
- Floor and Balcony Restoration
- Full Fibre Upgrade

Strata Building Insurance Renewal
Insurance was renewed with CHU in May and the premium was $50,637.78 ex GST compared to the prior year of $40,363.61 ex GST

Maintenance - Individual lots:
Flexi Hoses:
Even 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 the flexi hoses within each individual unit and to arrange licensed plumber to undertake regular checks and replacement of plumbing infrastructure within your lot.

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

Strata Management Team – Logiudice Property Group:
We would like to remind owners that you can look at your own accounts and see when payments are due through our website (www.lpg.com.au) . Our company emails all information now therefore please ensure that we always have your correct and current email address.

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

We would like to remind Owners that the new Smata Connect portal invitations have been emailed. Please ensure your details, especially your email address is up to date to receive your invitation. Documents available in the portal include, your levies, Strata Plan information, Property By-laws, the latest AGM Agenda and Minutes, 10 Year Maintenance Plan and more. If you require a new invitation to be sent, please send a request via email to claire.thompson@lpg.com.au

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

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

ANNUAL REPORTS

for the financial year to 31/05/2025

Strata Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

Manager: Jeanette Lyes

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Budget commencing 01/06/2025	5
Levy Schedule commencing 01/06/2025 General	8

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Balance Sheet
As at 31/05/2025

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

	Current period	Previous year
Owners' funds		
Operating Surplus/Deficit--Admin	(24,153.06)	28,651.28
Owners Equity--Admin	48,467.71	19,816.43
	24,314.65	48,467.71
Operating Surplus/Deficit--Reserve	101,895.49	8,555.53
Owners Equity--Reserve	147,878.60	139,323.07
	249,774.09	147,878.60
Net owners' funds	**$274,088.74**	**$196,346.31**
Represented by:		
Assets		
Cash at Bank	113,229.11	181,855.08
Investments	176,172.76	71,624.98
Receivable--Levies	11,820.46	24,170.86
Receivable--Owners	8,220.99	8,654.02
Total assets	309,443.32	286,304.94
Less liabilities		
Creditor--GST	(8,363.77)	(4,236.13)
Creditors--Other	0.00	45,146.12
Prepaid Levies	43,716.22	47,948.91
Prepaid Levies--Unallocated	2.13	1,099.73
Total liabilities	35,354.58	89,958.63
Net assets	**$274,088.74**	**$196,346.31**

LOGIUDICE PROPERTY GROUP
LICENSED REAL ESTATE AND BUSINESS AGENT

Logiudice Property Group TC68291
2/8 Preston Street, COMO WA 6152
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Income & Expenditure Statement for the financial year to 31/05/2025

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

Administrative Fund

	Current period 01/06/2024-31/05/2025	Annual budget 01/06/2024-31/05/2025
Revenue		
Interest on Arrears--Admin	3,411.29	0.00
Levies Due--Admin	259,592.06	262,957.00
Recoveries	300.00	0.00
Recovery--Electricity	77,141.92	74,000.00
Recovery--Owner	183,886.36	0.00
Recovery--Remotes,Keys, Postage & Handling	596.83	0.00
Section 110 Certificates--EFT	1,120.00	0.00
Total revenue	526,048.46	336,957.00
Less expenses		
Admin--Accounting	920.00	1,000.00
Admin--Bank Charges	175.44	250.00
Admin--Contract Caretaker	7,500.00	10,000.00
Admin--Information/Inspection Fees-Paid	0.00	257.00
Admin--Legal Fees	9,533.47	15,400.00
Admin--Management Fees--Standard	15,000.00	15,000.00
Admin--Meeting Expenses	0.00	300.00
Admin--Meter Reading/Invoicing Fees	1,764.00	1,650.00
Admin--Registration/License/Permit Fees	0.00	200.00
Admin--Section 110 Certificates	1,120.00	0.00
Admin--Storage & Archive Fees	120.00	100.00
Admin--Telephone Charges--Lift	1,117.62	1,000.00
Insurance--Premiums	58,390.61	44,000.00
Maint Bldg--Airconditioning	3,875.00	2,800.00
Maint Bldg--Cleaning	40,949.55	42,000.00
Maint Bldg--Cleaning--Windows/Glass	3,520.00	3,600.00
Maint Bldg--Electrical Repairs	8,266.55	8,000.00
Maint Bldg--Fire Alarm Monitoring	1,710.00	1,800.00
Maint Bldg--Fire Alarm Response	1,337.00	0.00
Maint Bldg--Fire Protection	18,678.07	17,000.00
Maint Bldg--General Repairs	22,285.58	35,000.00
Maint Bldg--Gym Equipment	0.00	500.00
Maint Bldg--Hygiene Services	577.83	500.00
Maint Bldg--Inspection-Safety System	821.00	800.00
Maint Bldg--Lift	16,268.00	11,000.00
Maint Bldg--Miscellaneous Expenses	1,375.68	1,500.00
Maint Bldg--Plumbing Repairs	10,031.21	8,000.00

Administrative Fund

	Current period	Annual budget
	01/06/2024-31/05/2025	01/06/2024-31/05/2025
Maint Bldg--Remotes, Locks, Keys & Cards	4,665.00	0.00
Maint Bldg--Security Doors, Gates & Fences	2,789.28	4,000.00
Maint Bldg--Security Keys	0.00	500.00
Maint Bldg--Security Monitoring	876.59	450.00
Maint Grounds--Garden Maintenance	1,620.00	2,500.00
Maint Grounds--Pool	11,931.90	10,000.00
Staff--Contract Caretaker-Relief	0.00	3,000.00
Transfer to Reserve Fund	180,000.00	0.00
Utility--Electricity	113,449.88	85,000.00
Utility--Rubbish Removal	1,450.56	1,500.00
Utility--Water Consumption	7,558.05	8,000.00
Utility--Water Corp Annual Service Charge	523.65	350.00
Total expenses	550,201.52	336,957.00
Surplus/Deficit	(24,153.06)	0.00
Opening balance	48,467.71	48,467.71
Closing balance	**$24,314.65**	**$48,467.71**

Reserve Fund

	Current period 01/06/2024-31/05/2025	Annual budget 01/06/2024-31/05/2025
Revenue		
Interest on Arrears--Reserve	294.16	0.00
Interest on Investments--Reserve	4,547.78	4,000.00
Levies Due--Reserve	20,000.00	20,000.00
Transfer from Admin Fund	180,000.00	0.00
Total revenue	204,841.94	24,000.00
Less expenses		
Admin--Income Tax--Reserve	462.00	500.00
Maint Bldg--General Repairs	102,484.45	100,000.00
Special Projects--Gym Equipment	0.00	5,000.00
Total expenses	102,946.45	105,500.00
Surplus/Deficit	101,895.49	(81,500.00)
Opening balance	147,878.60	147,878.60
Closing balance	**$249,774.09**	**$66,378.60**

LOGIUDICE PROPERTY GROUP
LICENSED REAL ESTATE AND BUSINESS AGENT

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

Proposed Budget
to apply from 01/06/2025

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

Administrative Fund

	Proposed budget	Actual 01/06/2024-31/05/2025	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	3,411.29	0.00
Levies Due--Admin	243,575.00	259,592.06	262,957.00
Recoveries	0.00	300.00	0.00
Recovery--Electricity	100,750.00	77,141.92	74,000.00
Recovery--Owner	22,000.00	183,886.36	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	596.83	0.00
Section 110 Certificates--EFT	0.00	1,120.00	0.00
Total revenue	366,325.00	526,048.46	336,957.00
Less expenses			
Admin--Accounting	1,000.00	920.00	1,000.00
Admin--Bank Charges	250.00	175.44	250.00
Admin--Contract Caretaker	12,000.00	7,500.00	10,000.00
Admin--Information/Inspection Fees-Paid	275.00	0.00	257.00
Admin--Legal Fees	10,000.00	9,533.47	15,400.00
Admin--Management Fees--Standard	15,000.00	15,000.00	15,000.00
Admin--Meeting Expenses	300.00	0.00	300.00
Admin--Meter Reading/Invoicing Fees	1,950.00	1,764.00	1,650.00
Admin--Registration/License/Permit Fees	200.00	0.00	200.00
Admin--Section 110 Certificates	0.00	1,120.00	0.00
Admin--Storage & Archive Fees	150.00	120.00	100.00
Admin--Telephone Charges--Lift	1,200.00	1,117.62	1,000.00
Insurance--Premiums	50,000.00	58,390.61	44,000.00
Maint Bldg--Airconditioning	2,800.00	3,875.00	2,800.00
Maint Bldg--Cleaning	42,000.00	40,949.55	42,000.00
Maint Bldg--Cleaning--Windows/Glass	3,600.00	3,520.00	3,600.00
Maint Bldg--Electrical Repairs	7,000.00	8,266.55	8,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	1,800.00
Maint Bldg--Fire Alarm Response	0.00	1,337.00	0.00
Maint Bldg--Fire Protection	18,000.00	18,678.07	17,000.00
Maint Bldg--General Repairs	45,000.00	22,285.58	35,000.00
Maint Bldg--Gym Equipment	500.00	0.00	500.00
Maint Bldg--Hygiene Services	600.00	577.83	500.00
Maint Bldg--Inspection-Safety System	800.00	821.00	800.00
Maint Bldg--Lift	14,000.00	16,268.00	11,000.00
Maint Bldg--Miscellaneous Expenses	1,500.00	1,375.68	1,500.00
Maint Bldg--Plumbing Repairs	8,000.00	10,031.21	8,000.00

Maint Bldg--Remotes, Locks, Keys & Cards	0.00	4,665.00	0.00
Maint Bldg--Security Doors, Gates & Fences	2,500.00	2,789.28	4,000.00
Maint Bldg--Security Keys	500.00	0.00	500.00
Maint Bldg--Security Monitoring	850.00	876.59	450.00
Maint Grounds--Garden Maintenance	2,500.00	1,620.00	2,500.00
Maint Grounds--Pool	10,000.00	11,931.90	10,000.00
Staff--Contract Caretaker-Relief	3,000.00	0.00	3,000.00
Transfer to Reserve Fund	0.00	180,000.00	0.00
Utility--Electricity	98,950.00	113,449.88	85,000.00
Utility--Rubbish Removal	1,500.00	1,450.56	1,500.00
Utility--Water Consumption	8,000.00	7,558.05	8,000.00
Utility--Water Corp Annual Service Charge	600.00	523.65	350.00
Total expenses	366,325.00	550,201.52	336,957.00
Surplus/Deficit	0.00	(24,153.06)	0.00
Opening balance	24,314.65	48,467.71	48,467.71
Closing balance	$24,314.65	$24,314.65	$48,467.71
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	$267.93		$289.25
Budgeted standard levy revenue	243,575.00		262,957.00
Add GST	24,357.50		26,295.70
Amount to raise in levies including GST	$267,932.50		$289,252.70

Reserve Fund

	Proposed budget	Actual 01/06/2024-31/05/2025	Previous budget
Revenue			
Interest on Arrears--Reserve	0.00	294.16	0.00
Interest on Investments--Reserve	4,000.00	4,547.78	4,000.00
Levies Due--Reserve	80,000.00	20,000.00	20,000.00
Transfer from Admin Fund	0.00	180,000.00	0.00
Total revenue	84,000.00	204,841.94	24,000.00
Less expenses			
Admin--Income Tax--Reserve	500.00	462.00	500.00
Maint Bldg--General Repairs	150,000.00	102,484.45	100,000.00
Special Projects--Gym Equipment	0.00	0.00	5,000.00
Total expenses	150,500.00	102,946.45	105,500.00
Surplus/Deficit	(66,500.00)	101,895.49	(81,500.00)
Opening balance	249,774.09	147,878.60	147,878.60
Closing balance	$183,274.09	$249,774.09	$66,378.60
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	$88.00		$22.00
Budgeted standard levy revenue	80,000.00		20,000.00
Add GST	8,000.00		2,000.00
Amount to raise in levies including GST	$88,000.00		$22,000.00

LOGIUDICE PROPERTY GROUP
LICENSED REAL ESTATE AND BUSINESS AGENT

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

Proposed Levy Schedule to apply from 01/06/2025

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

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

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	27.00	1,808.55	594.00	2,402.55	9,610.20
2	2	15.00	1,004.75	330.00	1,334.75	5,339.00
3	3	22.00	1,473.65	484.00	1,957.65	7,830.60
4	4	16.00	1,071.75	352.00	1,423.75	5,695.00
5	5	24.00	1,607.60	528.00	2,135.60	8,542.40
6	6	16.00	1,071.75	352.00	1,423.75	5,695.00
7	7	24.00	1,607.60	528.00	2,135.60	8,542.40
8	8	26.00	1,741.60	572.00	2,313.60	9,254.40
9	9	26.00	1,741.60	572.00	2,313.60	9,254.40
10	10	18.00	1,205.70	396.00	1,601.70	6,406.80
11	11	24.00	1,607.60	528.00	2,135.60	8,542.40
12	12	26.00	1,741.60	572.00	2,313.60	9,254.40
13	13	34.00	2,277.45	748.00	3,025.45	12,101.80
14	14	32.00	2,143.50	704.00	2,847.50	11,390.00
15	15	34.00	2,277.45	748.00	3,025.45	12,101.80
16	16	36.00	2,411.40	792.00	3,203.40	12,813.60
17	17	49.00	3,282.20	1,078.00	4,360.20	17,440.80
18	18	47.00	3,148.25	1,034.00	4,182.25	16,729.00
19	19	18.00	1,205.70	396.00	1,601.70	6,406.80
20	20	22.00	1,473.65	484.00	1,957.65	7,830.60
21	21	16.00	1,071.75	352.00	1,423.75	5,695.00
22	22	26.00	1,741.60	572.00	2,313.60	9,254.40
23	23	26.00	1,741.60	572.00	2,313.60	9,254.40
24	24	24.00	1,607.60	528.00	2,135.60	8,542.40
25	25	16.00	1,071.75	352.00	1,423.75	5,695.00
26	26	28.00	1,875.55	616.00	2,491.55	9,966.20
27	27	26.00	1,741.60	572.00	2,313.60	9,254.40
28	28	24.00	1,607.60	528.00	2,135.60	8,542.40
29	29	18.00	1,205.70	396.00	1,601.70	6,406.80
30	30	28.00	1,875.55	616.00	2,491.55	9,966.20
31	31	32.00	2,143.50	704.00	2,847.50	11,390.00
32	32	34.00	2,277.45	748.00	3,025.45	12,101.80
33	33	36.00	2,411.40	792.00	3,203.40	12,813.60
34	34	34.00	2,277.45	748.00	3,025.45	12,101.80
35	35	47.00	3,148.25	1,034.00	4,182.25	16,729.00

36	36	49.00	3,282.20	1,078.00	4,360.20	17,440.80
		1,000.00	**$66,983.90**	**$22,000.00**	**$88,983.90**	**$355,935.60**

Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000012713
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/05/2025 to 31/05/2026 at 4:00pm
The Insured	THE OWNERS OF 5 RESERVE STREET, SCARBOROUGH SP 62323
Situation	5 RESERVE STREET SCARBOROUGH WA 6019

Policies Selected

Policy 1 – Insured Property
Building: $40,729,674
Common Area Contents: $407,296
Loss of Rent & Temporary Accommodation (total payable): $6,109,451

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: $50,000

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)

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

Sum Insured: $250,000

Flood Cover is included.

Date Printed 08/05/2025

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.

Centrewest Insurance Brokers
A.F.S. 245406
A.B.N. 44 009 265 105

RESIDENTIAL STRATA INSURANCE

INSURED: Owners of Strata Plan 62323

SITUATION: 5 Reserve Street Scarborough WA 6019

UNITS: 36 Residential Units

Construction: Concrete Walls, Concrete Floors, Iron Roof
Built 2014 7 Levels

Policies Selected

1. BUILDING	$40,729,674
Common Area Contents	$407,296
Loss of Rent/Temp Acc (15%)	$6,109,451
2. LEGAL LIABILITY	$20,000,000
3. VOLUNTARY WORKERS	$200,000/2,000
4. FIDELITY GUARANTEE	$100,000
5. OFFICE BEARERS LIABILITY	$1,000,000
6. MACHINERY BREAKDOWN	$50,000
7. CATASTROPHE INSURANCE	Not Selected
8. GOVERNMENT AUDIT COSTS	$25,000
Appeal Expenses	$100,000
Legal Defence Expenses	$50,000
Excess Legal Defence Expenses	$1,000
9. LOT OWNERS FIXTURES & IMPROVEMENTS (per lot)	$250,000

Flood Cover is included.

Excesses

Policy 1 – Insured Property
Standard: $2,000
Water Damage: $10,000
Exploratory Costs – Burst Pipes: $10,000
Fire: $10,000
Unoccupancy: $2,000
Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown
Standard: $2,500

Important Information

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.
You have this duty until we agree to insure you.
You have the same duty before you renew, extend, vary or reinstate an insurance contract.
You do not need to tell us anything that:
a. reduces the risk we insure you for; or
b. is common knowledge;
c. or we know or should know as an insurer;
d. or we waive your duty to tell us about.

If You Do Not Tell Us Something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.
If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Excesses – explanatory notes

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

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:
a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or
b. Rainwater

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

Unoccupancy Excess

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

Fire Excess

All Damage arising directly or indirectly caused by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 – Insured Property a. Buildings' is subject to a Fire Excess shown in the Schedule any one Event.

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

Important Information

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

Your Duty of Disclosure

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

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

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

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

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

Before you enter an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate any insurance contract.

You do not need to tell the insurer anything that:

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

Important for all insurance contracts

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Remuneration, Associations and Relationships

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

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

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

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

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

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

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

Cancellation/Endorsement Conditions

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

Wholesale Broker information

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

Cooling Off Period

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

Target Market Determinations

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

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

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

Has anything changed?

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

Electronic Delivery of Information

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

What happens if you under-insure?

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

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

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

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

Insuring the Interest of Others

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

Be Fair and Honest

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

What do I do if I have a complaint?

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

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

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

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

CGU Workers Compensation

CGU Workers Compensation
46 Colin Street
West Perth WA 6005
GPO Box M929 PERTH WA 6843
Telephone: 1300 307 952
Email: UWworkers@cgu.com.au

WORKERS COMPENSATION INSURANCE CERTIFICATE OF CURRENCY

Centrewest Insurance Brokers
PO Box 1005
West Leederville WA 6901

1. STATEMENT OF COVERAGE

This Certificate of Currency is for your workers compensation policy.

This certificate is valid from: 4.00pm on 31/05/2025 to 4.00pm on 31/05/2026

The information provided in this certificate is correct at: 12/05/2025

2. EMPLOYER'S INFORMATION

Policy Number	State	Work Cover Number	ABN
O/24-6805	Western Australia	WC10110299	

Entity Name

Owners of Strata Plan 62323

Trading Name

Owners of Strata Plan 62323

Premium Rating Code/s

67110 Residential Property Operators

3. IMPORTANT INFORMATION

Other Interested Parties

Aggregate policy limit on liability to pay damages

$50,000,000 (in respect of any one event, regardless of how many workers are injured by that event).

Policy Extensions in accordance with the CGU Endorsement wordings attaching to the Policy

Not Applicable

Underwriting Team
CGU Workers Compensation

EIL1008

Employers are required to ensure that a valid certificate of currency issued by a licensed insurer in respect of a workers compensation policy is available for inspection by WorkCover WA.

Schedule of Insurance

Workers Compensation

Insured:	Owners of Strata Plan 62323
Business Location:	5 Reserve Street SCARBOROUGH WA 6019
Occupation:	Residential Property Owners

Cover:
Legal liability to all employees under the workers compensation & assistance act 1981 & amendments 1993.

Common law limited to $50 million per person & any number of persons arising out of the same event

Estimated Wages 2025 -2026	Minimum Premium
Anzic Code:	67110
Working Directors:	Not Insured
Workcover Number:	WC10110299

Extensions:

Principals indemnity	no
Principals indemnity common law	no
Overseas common law	no
Industrial disease common law	no

Additional Condition:	War and Terrorism Exclusion

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

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Wholesale Broker information

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

Cooling Off Period

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

Target Market Determinations

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

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

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

Has anything changed?

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

Electronic Delivery of Information

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

What happens if you under-insure?

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

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

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

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

Insuring the Interest of Others

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

Be Fair and Honest

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

What do I do if I have a complaint?

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

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

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

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

BLUEWATER RESERVE ST PTY LTD				
Cash Flow Statement 2024/2025		**$**		**$**
Cash at bank 1/7/24				23,656.46
Add Income :				
Rent				27,500.00
Less Outgoings :				
Nexia - Financial/Secretarial		3,541.00		
ASIC - Company Registration		310.00		
Income Tax Expense		5,858.10		
Land Tax		1,008.80		
Property Management Fees		1,693.00		
Council Rates		1,959.72		
Water Corp		1,082.67		
Strata Levy		2,680.00		
Repairs		1,152.03		
Transfer to Term Deposit		20,000.00		
Bank Charges		10.00		
Total Outgoings		39,295.32		11,861.14
Represented By:				
Cash at bank 30/6/25				11,861.14
Term Deposit at 1/7/2024		50,000.00		
Interest earned		2,350.00		
Transfer from Operating account		20,000.00		
Total term deposits at 30/6/25		72,350.00		72,350.00
Total Funds Available				84,211.14

THE OWNERS OF

BLUEWATER

STRATA PLAN 62323

ENDURING PROXY FORM

I/We _____ being proprietor(s) of

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

_____

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

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

Dated this _____ day of_____2025.

_____ _____

OWNER OWNER

_____

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

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

_____ _____

DIRECTOR DIRECTOR

_____

NOTE:

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

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

THE OWNERS OF

BLUEWATER

STRATA PLAN 62323

PROXY FORM

I/We _____ being owner(s) of

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

_____

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

or in his/her absence or incapacity, the Chairperson to act as my/our proxy and to amend or move motions, speak and vote on my/our behalf at the Annual General Meeting of the Strata Company to be held on Thursday 31st July 2025, On Site – Ground Floor Lobby, 5 Reserve Street, SCARBOROUGH 6019 at 5.30 pm and at any adjournment thereof.

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

_____

_____

Dated this _____ day of_____2025.

_____ _____

OWNER OWNER

_____

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

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

_____ _____

DIRECTOR DIRECTOR

_____

NOTE:

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

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

THE OWNERS OF

BLUEWATER

STRATA PLAN 62323

COUNCIL OF OWNERS

NOMINATION FORM

I/we _____

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

Hereby Nominate _____

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

_____ _____

SIGNED DATE

_____ _____

SIGNED DATE

I _____

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

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

_____ _____

SIGNED DATE

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

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF BLUEWATER APARTMENTS STRATA PLAN 62323, HELD ON THURSDAY, 2nd JULY 2024 AT RENDEZVOUS OBSERVATION CITY HOTEL – CULVER ROOM, THE ESPLANADE, SCARBOROUGH WA 6019 AT 6.00 PM.

---

1. ATTENDANCE/APOLOGIES/PROXIES:

Present:

R Shakespeare	Lot 1
AJ Perrin	Lot 3
JD Barnett	Lot 4
LM Hale	Lot 6
BD Green	Lot 7
LJ Kennedy	Lot 8
DS Cath	Lot 11
S Turner	Lot 13
GJ Lockyer	Lot 15
RA Giannini	Lot 16
JA Hilton	Lot 23
CM & KP Todd	Lot 25
AR Puchy-Palmos & F Palmos	Lot 27
MJ Robinson	Lot 28
WM Mills	Lot 29
NJ Button	Lot 30
CG Hede	Lot 31
E Logiudice	Representing Logiudice Property Group
J Lyes	Representing Logiudice Property Group

Proxies:

Twinpoint Holdings Pty Ltd	Lot 2	Nominated Chairperson
AJ & S Perrin	Lot 3	Nominated AJ Perrin
R Antunes Scatenzini & PA Meaney	Lot 10	Nominated Chairperson
EK & A Pedlow	Lot 12	Nominated AJ Perrin
Turner Kidz Pty Ltd AFT	Lot 13	Nominated S Turner
GJ & TL Lockyer	Lot 15	Nominated GJ Lockyer
JD Ihaka & KA Hubbard	Lot 20	Nominated Chairperson
M Kanis	Lot 24	Nominated JA Hilton
F Palmos & AR Puchy-Palmos	Lot 27	Nominated F Palmos
MJ Robinson & JJ Cellar	Lot 28	Nominated MJ Robinson
Bluewater Living, Gavin Buckingham	Lot 33	Nominated Chairperson

Apologies :

Nill

Quorum:

A quorum of owners being present, the meeting commenced at 6.00 pm and the following business was conducted.

2. CHAIRPERSON:

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

3. CHAIRMANS REPORT

AJ Perrin presented a summary of the Chairmans Report provided with the AGM Agenda. He thanked the Council for their support during the year and noted the potential impact of upcoming major maintenance and the Edge compensation settlement on Strata cash reserves.

4. STRATA MANAGER ANNUAL REPORT

The meeting reviewed and accepted the Strata Managers Annual Report as presented.

5. MINUTES

The meeting considered the minutes of the Annual General Meeting held on the 13th of July 2023 and on motion **moved** by AR Puchy-Palmos and **seconded** by GJ Lockyer, the meeting resolved to accept the minutes as a true and correct record.

Motion Carried

6. FINANCE

6.1 Financial Statements:

After due consideration of the Statement of Accounts for 1st June 2023 to 31st May 2024, and on motion **moved** by R Shakespeare and **seconded** by AJ Perrin, it was **resolved** that the Statement of Accounts be adopted as presented.

Motion Carried

6.2 Administrative Budget:

The meeting considered the proposed Administrative Fund Budget, on a motion **moved** by GJ Lockyer and **seconded** by CG Hede, it was **resolved** that the proposed expenditure estimates and provisions for the period 1st June 2024 to 31st May 2025 be adopted as the Administrative Fund Budget for that period due and payable 1st September 2024, 1st December 2024, 1st March 2025, 1st June 2025 to raise a total of $262,957.00 plus GST.

Motion Carried

6.3 Reserve Fund Budget:

The meeting considered the proposed Reserve Fund Budget, on motion **moved** by R Shakespeare and **seconded** by GJ Lockyer, it was **resolved** that the proposed expenditure estimates and provisions for the period 1st June 2024 to 31st May 2025 be adopted with the above amendments as the Reserve Fund Budget for that period due and payable 1st September 2024, 1st December 2024, 1st March 2025, 1st June 2025 to raise a total of $20,000.00 plus GST.

Motion Carried

7. SPECIAL BUSINESS

7.1 Election of Council of Owners

The meeting considered the election of Council members, and it was **resolved** that the number for the Council would be six (6). Nominations were received from:

R Shakespeare
AJ Perrin
S Turner
RA Giannini
AR Puchy-Palmos
WM Mills

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

7.2 Appointment of Strata Company Manager

During the meeting, there was a thorough discussion about the contract duration, with consensus that a 36-month term was too lengthy. After deliberation, it was agreed to shorten the term to 12 months. RA Giannini and CG Hede proposed a motion to amend the contract term to 12 months, which was put to a vote. With the majority in favor, the motion was passed.

Motion Carried

7.3 Insurance

Motion on Notice

Meeting resolved that the strata manager is directed to renew the policy when it falls due and –

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

Strata Manager to arrange quotes for insurance valuation to be undertaken and send to the CoO for review once received.

Action – Strata Manager

7.4 By-Law Addition

Motion on Notice

Pursuant to Section 44 (2) of the STAA 2018, the Strata Company resolves by ordinary resolution to add the following Schedule 1 Governance By-Law 19.

The Financial year of the strata company is the period of 12 months ending on 31st May.

The meeting discussed the above motion on notice and on motion **moved** by AR Puchy-Palmos and **seconded** by AJ Perrin, with all in favour it was **resolved** that the following by-law specifying a period of 12 months ending on a different date to June 30 was added as detailed below and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

Schedule 1 Governance By-Law 19:
19. Financial Year
The Financial Year of the Strata Company is the period of 12 months ending 31st May.

8. GENERAL BUSINESS

8.1 Dunes Access

The meeting discussed the proposed Edge Compensation offer for access to Bluewater common property, and the reason for the rescheduling of the EGM called to decide the matter.
It was noted that the EGM was rescheduled due to a request from some Owners for additional information on specific geotechnical conditions, a legal review and further consideration of traffic issues. Some Owners were not happy with the quantum of the offer.
It was resolved that a specific geotechnical report and legal review be obtained and presented to the COO prior to any final decision being made. Structerre is being engaged to provide the specific geotechnical advice and lawyers Mony De Kerloy to review the compensation offer. These are due within the next few weeks. The COO will review these reports before making a final decision.

AJ Perrin explained that resolution of the matter is urgent as the Edge compensation offer would only be available whilst Edge still required access. They are engineering alternative methods that do not require access to our common property and need to implement some form of bracing soon regardless of our decision to grant the sought access.

Some Owners expressed a view that insufficient information to support the recommended acceptance of the request for access had been provided.

8.2 Access to Owners Information

The meeting discussed the option of the Strata Manager requesting consent from all Owners of Bluewater to share their contact information, including email addresses and mobile numbers, with other Owners.

RA Giannini noted that this feature is already available on the Building Link website/App and offered to help with any technical difficulties. Notifications will be enabled for all Owners, who can customize their settings according to their preferences.

8.3 Pool Tiles Faling Off

The meeting discussed the liability for missing tiles in the pool. AJ Perrin explained that the tiles are no longer under warranty so it will be up to the Strata Company to pay for the repairs. The CoO have obtained quotes for this work. It is hoped to schedule this before next summer.

9. CLOSE OF MEETING

There being no further business, the meeting closed at 7.09 pm.

LOGIUDICE PROPERTY GROUP
LICENSED REAL ESTATE AND BUSINESS AGENT

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

Approved Budget
to apply from 01/06/2024

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

Administrative Fund

	Approved budget	Actual 01/06/2023-31/05/2024	Previous budget
Revenue			
Insurance Claims	0.00	10,853.39	0.00
Insurance Claims--Excess	0.00	5,000.00	0.00
Interest on Arrears--Admin	0.00	754.64	0.00
Levies Due--Admin	262,957.00	245,249.98	249,487.00
Recovery--Debt Recovery Charges	0.00	1,092.60	0.00
Recovery--Electricity	74,000.00	72,391.27	68,600.00
Recovery--Legal Fees	0.00	331.27	0.00
Recovery--Owner	0.00	1,220.00	0.00
Recovery--Remotes,Keys, Postage & Handling	0.00	2,777.75	0.00
Section 110 Certificates--EFT	0.00	1,400.00	0.00
Total revenue	336,957.00	341,070.90	318,087.00
Less expenses			
Admin--Accounting	1,000.00	920.00	1,000.00
Admin--Bank Charges	250.00	225.78	250.00
Admin--Contract Caretaker	10,000.00	4,886.34	5,000.00
Admin--Information/Inspection Fees-Paid	257.00	50.00	257.00
Admin--Legal Fees	15,400.00	1,445.87	10,000.00
Admin--Management Fees--Standard	15,000.00	15,000.00	15,000.00
Admin--Meeting Expenses	300.00	318.18	300.00
Admin--Meter Reading/Invoicing Fees	1,650.00	1,620.00	1,080.00
Admin--Registration/License/Permit Fees	200.00	0.00	200.00
Admin--Section 110 Certificates	0.00	1,400.00	0.00
Admin--Storage & Archive Fees	100.00	100.00	100.00
Admin--Telephone Charges--Lift	1,000.00	1,016.55	1,000.00
Insurance--Excesses/Claims	0.00	5,000.00	0.00
Insurance--Premiums	44,000.00	40,363.64	48,000.00
Maint Bldg--Airconditioning	2,800.00	1,770.00	2,800.00
Maint Bldg--Cleaning	42,000.00	40,650.00	42,000.00
Maint Bldg--Cleaning--Windows/Glass	3,600.00	3,520.00	3,600.00
Maint Bldg--Electrical Repairs	8,000.00	9,981.00	6,000.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,710.00	1,800.00
Maint Bldg--Fire Protection	17,000.00	16,169.98	18,000.00
Maint Bldg--General Repairs	35,000.00	29,061.27	35,000.00
Maint Bldg--Gym Equipment	500.00	0.00	500.00
Maint Bldg--Hygiene Services	500.00	550.84	500.00
Maint Bldg--Inspection-Safety System	800.00	0.00	800.00

Maint Bldg--Insurance Repairs	0.00	3,520.45	0.00
Maint Bldg--Lift	11,000.00	10,534.64	12,000.00
Maint Bldg--Miscellaneous Expenses	1,500.00	808.96	1,500.00
Maint Bldg--Plumbing Repairs	8,000.00	8,921.75	8,000.00
Maint Bldg--Remotes, Locks, Keys & Cards	0.00	60.00	0.00
Maint Bldg--Security Doors, Gates & Fences	4,000.00	4,684.29	4,000.00
Maint Bldg--Security Keys	500.00	0.00	500.00
Maint Bldg--Security Monitoring	450.00	1,518.62	450.00
Maint Grounds--Garden Maintenance	2,500.00	1,980.00	2,500.00
Maint Grounds--Pool	10,000.00	10,398.58	10,000.00
Maint Grounds--Reticulation	0.00	420.00	0.00
Staff--Contract Caretaker-Relief	3,000.00	0.00	3,000.00
Utility--Electricity	85,000.00	84,261.32	74,600.00
Utility--Rubbish Removal	1,500.00	1,378.31	1,500.00
Utility--Water Consumption	8,000.00	7,844.21	6,500.00
Utility--Water Corp Annual Service Charge	350.00	329.04	350.00
Total expenses	336,957.00	312,419.62	318,087.00
Surplus/Deficit	0.00	28,651.28	0.00
Opening balance	48,467.71	19,816.43	19,816.43
Closing balance	$48,467.71	$48,467.71	$19,816.43
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	$289.25		$274.44
Budgeted standard levy revenue	262,957.00		249,487.00
Add GST	26,295.70		24,948.70
Amount to raise in levies including GST	$289,252.70		$274,435.70

Reserve Fund

	Approved budget	Actual 01/06/2023-31/05/2024	Previous budget
Revenue			
Interest on Arrears--Reserve	0.00	65.95	0.00
Interest on Investments--Reserve	4,000.00	3,092.28	3,000.00
Levies Due--Reserve	20,000.00	20,000.00	20,000.00
Total revenue	24,000.00	23,158.23	23,000.00
Less expenses			
Admin--Income Tax--Reserve	500.00	430.50	0.00
Maint Bldg--General Repairs	100,000.00	14,172.20	10,000.00
Special Projects--Gym Equipment	5,000.00	0.00	5,000.00
Total expenses	105,500.00	14,602.70	15,000.00
Surplus/Deficit	(81,500.00)	8,555.53	8,000.00
Opening balance	147,878.60	139,323.07	139,323.07
Closing balance	$66,378.60	$147,878.60	$147,323.07
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	$22.00		$22.00
Budgeted standard levy revenue	20,000.00		20,000.00
Add GST	2,000.00		2,000.00
Amount to raise in levies including GST	$22,000.00		$22,000.00

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Approved Levy Schedule to apply from 01/06/2024

Bluewater - S/Plan 62323

Bluewater, 5 Reserve Street, SCARBOROUGH WA 6019

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

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	27.00	1,952.50	148.50	2,101.00	8,404.00
2	2	15.00	1,084.70	82.50	1,167.20	4,668.80
3	3	22.00	1,590.90	121.00	1,711.90	6,847.60
4	4	16.00	1,157.05	88.00	1,245.05	4,980.20
5	5	24.00	1,735.55	132.00	1,867.55	7,470.20
6	6	16.00	1,157.05	88.00	1,245.05	4,980.20
7	7	24.00	1,735.55	132.00	1,867.55	7,470.20
8	8	26.00	1,880.15	143.00	2,023.15	8,092.60
9	9	26.00	1,880.15	143.00	2,023.15	8,092.60
10	10	18.00	1,301.65	99.00	1,400.65	5,602.60
11	11	24.00	1,735.55	132.00	1,867.55	7,470.20
12	12	26.00	1,880.15	143.00	2,023.15	8,092.60
13	13	34.00	2,458.65	187.00	2,645.65	10,582.60
14	14	32.00	2,314.05	176.00	2,490.05	9,960.20
15	15	34.00	2,458.65	187.00	2,645.65	10,582.60
16	16	36.00	2,603.30	198.00	2,801.30	11,205.20
17	17	49.00	3,543.35	269.50	3,812.85	15,251.40
18	18	47.00	3,398.75	258.50	3,657.25	14,629.00
19	19	18.00	1,301.65	99.00	1,400.65	5,602.60
20	20	22.00	1,590.90	121.00	1,711.90	6,847.60
21	21	16.00	1,157.05	88.00	1,245.05	4,980.20
22	22	26.00	1,880.15	143.00	2,023.15	8,092.60
23	23	26.00	1,880.15	143.00	2,023.15	8,092.60
24	24	24.00	1,735.55	132.00	1,867.55	7,470.20
25	25	16.00	1,157.05	88.00	1,245.05	4,980.20
26	26	28.00	2,024.80	154.00	2,178.80	8,715.20
27	27	26.00	1,880.15	143.00	2,023.15	8,092.60
28	28	24.00	1,735.55	132.00	1,867.55	7,470.20
29	29	18.00	1,301.65	99.00	1,400.65	5,602.60
30	30	28.00	2,024.80	154.00	2,178.80	8,715.20
31	31	32.00	2,314.05	176.00	2,490.05	9,960.20
32	32	34.00	2,458.65	187.00	2,645.65	10,582.60
33	33	36.00	2,603.30	198.00	2,801.30	11,205.20
34	34	34.00	2,458.65	187.00	2,645.65	10,582.60
35	35	47.00	3,398.75	258.50	3,657.25	14,629.00

36	36	49.00	3,543.35	269.50	3,812.85	15,251.40
		1,000.00	**$72,313.90**	**$5,500.00**	**$77,813.90**	**$311,255.60**

MINUTES OF THE BLUEWATER RESERVE PTY LTD MEETING OF THE COUNCIL OF OWNERS OF BLUEWATER APARTMENTS STRATA PLAN 62323, HELD ON THURSDAY, 13TH JULY 2023 AT RENDEZVOUS OBSERVATION CITY HOTEL – CULVER ROOM, THE ESPLANADE, SCARBOROUGH WA 6019 AT 6:53 PM.

---

1. ATTENDANCE/APOLOGIES/PROXIES:

Present:

R Shakespeare
AJ Perrin
RA Giannini
GJ Lockyer
E Logiudice — Representing Logiudice Property Group
S Gribble — Representing Logiudice Property Group

Apologies:

CG Hede

Quorum:

A quorum of owners being present, the meeting commenced at 6:53 pm and the following business was conducted.

2. APPOINTMENT/ RETIREMENT OF DIRECTORS

There were no changes made to the Directors, therefore the directors remained as per the below list:

R Shakespeare
AJ Perrin
RA Giannini
GJ Lockyer
CG Hede

3. NOMINATION OF CHAIRPERSON

The meeting resolved to re-appoint AJ Perrin as Chairperson, all in favour.

Motion Carried

4. SPECIAL BUSINESS

4.1 Consideration of Cash Flow Statement

The meeting reviewed the cash flow statement for 2022-2023 and resolved to accept as presented.

With the cash at bank as of 30/06/2022, for the period 2022-2023 being $62,232.82 and operating costs due to be around $15,000.00, there is a surplus however the meeting agreed that it is not worth pursuing a dividend payout yet at the current balance.

4.2 Rent Increase

The meeting discussed the current rent per week is $410.00 and resolved for the Strata Manager to look into the current price estimates/trends to work out a reasonable rent increase to proceed with.

5. CLOSE OF MEETING

There being no further business, the meeting closed at 6:58 pm.

Attachment 5

Projected Reserve Fund Balance

Opening Balance as at 31/05/2025 **274,088.74** (inc Admin Fund surplus)

	Year Ending										
Column1	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
Levies Collected		80,000.00	88,000.00	97,000.00	107,000.00	118,000.00	130,000.00	143,000.00	158,000.00	174,000.00	192,000.00
BCI Planned Expenditure		150,000.00	41,000.00	15,000.00	43,500.00	50,400.00	29,000.00	49,500.00	6,500.00	40,000.00	50,000.00
Other Capital Expenditure not in BCI report											
Painting of Building Exterior				250,000.00							
Pool Area Deck Reseal + Renovate		200,000.00									
Lifts - refurbishment											100,000.00
Chubb Fire Pump - FIP and EWIS replacement						80,000.00					
Security System upgrade				7,000.00							
Intercom Upgrade				45,000.00							
Television System Splitters etc			16,000.00								
Power Meters - replacement							30,000.00				
Main Switch Board - replace breakers						15,000.00					15,000.00
Sub Switch Boards - replace breakers				10,000.00							
Service Towers - Seal Floors and fit doors		20,000.00									
Garage Door Replacement					12,000.00						
Parcel Lockers			30,000.00								
Front Verge		20,000.00									
Replace Solar Panels on Roof						18,000.00					
Balance	**274,088.74**	**- 35,911.26**	**- 34,911.26**	**- 264,911.26**	**- 213,411.26**	**- 258,811.26**	**- 187,811.26**	**- 94,311.26**	**57,188.74**	**191,188.74**	**218,188.74**
Add $50,000 dividend from 23/1 Reserve St rental		14,088.74	15,088.74	- 214,911.26	- 163,411.26	- 208,811.26	- 137,811.26	- 44,311.26	107,188.74	241,188.74	268,188.74
Add proceeds from sale of 23/1 Reserve St ($750k)		764,088.74	765,088.74	535,088.74	586,588.74	541,188.74	612,188.74	705,688.74	857,188.74	991,188.74	1,018,188.74

Attachment 6

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

Notice of Levies Due in September 2025

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

Tax Invoice

Issued 05/08/2025 on behalf of:

Bluewater - S/Plan 62323
ABN 80764469474
Bluewater
5 Reserve Street
SCARBOROUGH WA 6019

for Lot 19 Unit 19
Albion Property Pty Ltd

Albion Property Pty Ltd
c/- Haiven Property
Suite 1, 103 Flora Tce
NORTH BEACH WA 6020

Due date	Details	Amounts due (including GST) ($) Admin Fund	Reserve Fund	Total
01/09/2025	Quarterly Admin/Reserve Fund Levy 01/09/2025 - 30/11/2025	1,205.70	396.00	1,601.70
	Total levies due in month	1,205.70	396.00	1,601.70

Total of this levy notice	1,601.70
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	1,601.70
Prepaid	0.00
Total amount due	**$1,601.70**

(including $145.61 GST)

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

Levy Payment due 01/09/2025

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

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

BPAY Biller code 96503

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

Pay over the Internet from your Bank account. Register at www.deft.com.au

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

Post Billpay

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

Haiven Property

Strata Plan 62323

Lot 19 Unit 19

*496 303219166 5054971

Logiudice Property Group

DEFT Reference Number

3032191665054971

Amount Due

$1,601.70

Due Date

01/09/2025

Amount Paid

$

+303219166 5054971 < 000160170<3+

BUILDING CONSULTANCY AND INSPECTIONS

Strata Plan 62323

Ten Year Plan

BCI WA Report: 44616

5 Reserve Street

Scarborough WA 6019

Version 1.1

ABN: 55 167 370 043 | 08 9474 5720 | inspections@bciwa.com.au | www.bciwa.com.au

BCI
BUILDING CONSULTANCY AND INSPECTIONS

FINALIST 2019
SUPPLIER OF THE YEAR

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BCI
BUILDING CONSULTANCY AND INSPECTIONS

FINALIST 2019
SUPPLIER OF THE YEAR

The Owners of SP62323
c/- Logiduce Property Group
2/8 Preston Street
Como WA 6152

Dear Sir / Madam,

RE: SP62323 - 5 Reserve Street Scarborough

1.0 Summary of Report

The following Reserve Fund Forecast report has been prepared by BCI WA Pty. Ltd. for the Owners' Corporation of Strata Plan 62323 located at 5 Reserve Street Scarborough and not in any other capacity.

This report is based on information provided by Logiduce Property Group and a visual inspection conducted by BCI WA on the 22 January 2025. The purpose of the inspection was to identify maintenance and repair items, and / or replacement if required, with a priority and costing against each item. A photographic record reflects areas accessed and inspected.

Property Description:	A six level apartment complex of precast concrete panel construction built over 6 levels, plus basement parking level - comprising 7 x 1 bedroom units, 13 x 2 bedroom units, 12 x 3 bedroom units & 4 penthouse suites
Year of Build:	Constructed 2014
Overall Condition:	It is in good condition and well maintained however due to the coastal location (within 500m from surf break) elements of the building are serviceable however there are elements that are in poor condition and will require attention in the short term.. No structural defects were noted on the day of inspection. There are repair and maintenance items noted in the report.

Access: Access throughout the dwelling was good. No roof spaces or courtyards were inspected. A visual inspection and photographic record has been taken by the inspector on the day.

Whilst this report is designed to observe defects and works required it often does not emphasize all of the building elements that are well maintained and in good condition.

Observations:

1. The Architectural awnings are in good condition but will need maintenance work over the next 10 years to ensure functionality and to ensure they remain aesthetically appealing.

2. Painting to prescribed time schedule to all external walls of the complex

3. Air conditioning Units are in average condition and will require repair and maintenance over the next 5 years, with replacements likely required in 15-20 years

4. Plywood Ceiling Lining is in average condition currently and BCI recommend further exploratory investigations to determine why the ceilings are displaying evidence of rust to the subframe which supports the sheeting.

Reserve Fund Observations:

The present reserve fund balance is $206,000 as at the day of the inspection

An estimated Reserve Fund of $76,272 inc. GST. is recommended for the Capital Expenditure annually.

The budget is estimated to be in surplus throughout the 10 year plan, maintenance/repairs and replacement of some items are required in the first 12 months, with most of the expenditure required in the first 5 years. However then no further large maintenance/repairs are required until at least 2034/2035 . This will allow for funds to accrue to allow for a scheme of this size to remain functional and aesthetically appealing and the budget can be reviewed in 5 years time and the reserve fund requirements can be recalculated based on repairs and maintenance that have occurred.

The Reserve Fund is primarily for the repair and maintenance of the complex as noted in the budget. Another inspection in 2 – 5 years would ensure that any items that have deteriorated in the meantime can be budgeted for within the Reserve Fund.

***A contingency of 10% would allow for unforeseen costs and is ALWAYS recommended to have this as a minimum on top of the Reserve Fund. It has been removed in an attempt to reduce the annual contributions required at this stage, however we can add them back in if you advise to do so.

Per Lot Contribution

Lot	Monthly	Quarterly	Annually
All lots if equal shares	177	530	2119

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

***Lot Share** - If lot share is not equal please refer to Strata Manager to calculate accurate breakdown percentage.*

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

Specialist inspection items include:

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

1.2 Reserve Fund Report Purpose

BCI WA were instructed by the Logiduce Property Group on behalf of the Owners Corporation, to provide a Reserve Fund Forecast of all common areas within the property.

The purpose of this report is to provide an independent estimate of the contributions required to meet expenses for the repair or replacement of common property items. The Reserve Fund attempts to identify the remaining usable service life of various building elements, eg. painting, roofing, guttering, etc. and attempts to place a projected budget against each item so that the Owners that currently have the use and enjoyment of the property contribute equally and fairly to the continuing short and long term maintenance and upkeep of the Strata Scheme. In other words, costs associated with the maintenance and replacement of building elements are programmed and funds set aside proportionally each year to ensure that when the item is required to be maintained or replaced, that funds are available without the necessity of raising special levies.

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

1.3 Forecasting

Forecasting of costs is not an exact science and it relies on the experience of the inspector on the day of the inspection. Estimated costs are exclusive of GST and do not take into account price increases. A CPI of 5% has been added to the annual figures. BCI WA have established a trusted team of service and industry providers to give current cost estimates.

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

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

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

1.4 Exclusions

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

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

- ❏ The structural integrity of the building or buildings;
- ❏ Window flyscreens;
- ❏ Underground stormwater detention / retention;
- ❏ Specialist reports such as timber and pest inspections, plumbing and electrical, pool maintenance, fire and safety compliance;
- ❏ Soft landscaping; and
- ❏ Services to and from the property.

1.5 Disclaimer

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

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

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

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

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

1.6 Reserve Fund Summary of Capital Expenditure Estimate

CAPITAL EXPENDITURE SUMMARY SP 62323				
Year	**Element** ***Contributions towards;***	**Recommended Reserve Fund Levies**	**Total Estimated Expenditure**	**Reserve Fund Balance**
				206000
2025	Balconies, railings and balustrades, Fire services, fire alarms and fire hoses, Footpaths, Electric car charging points in Carpark, External Door furniture and metal frames. Structural columns Balcony soffits Water ingress to the suspended Carpark ceiling. Carpark boundary wall cracks Roof access safety equipment Stairs and fire escapes.	76272	97400	184872
2026	Doors and doorways (including fire doors), Luka Bond Cladding, Swimming pools, spas and pumps or filters Service towers aluminium grills Plywood ceiling lining. External aluminium windows Lobby's servicing front entrys to each apartment. Penthouse spas Roof access safety equipment Stairs and fire escapes.	76272	143500	117645
2027	Utility conduits and services, Electric car charging points in Carpark, Fire services, fire alarms and fire hoses Roof access safety equipment Stairs and fire escapes.	76272	41000	152917
2028	Fire services, fire alarms and fire hoses, Electric car charging points in Carpark, Luka Bond Cladding. Roof access safety equipment Stairs and fire escapes.	76272	15000	214190
2029	Air conditioning systems, Screen walls, Carpark, Courtyards, Gym/Washroom (External and Internal), Garage Door and Garage Motor , Vergolas, External walls, Line marking - all areas, Lighting, Steps Ventilation grilles Roof access safety equipment Stairs and fire escapes.	76272	43500	246962
2030	Fire services, fire alarms and fire hoses, Electric car charging points in Carpark, Luka Bond Cladding, Footpaths, Balcony	76272	50400	272835

	soffits Roof access safety equipment Stairs and fire escapes.			
2031	Fire services, fire alarms and fire hoses, Electric car charging points in Carpark,Roof access safety equipment Stairs and fire escapes.	76272	29000	320107
2032	Fire services, fire alarms and fire hoses, Electric car charging points in Carpark, Luka Bond Cladding, Utility conduits and services Roof access safety equipment Stairs and fire escapes. External aluminium windows , Lobby's servicing front entrys to each apartment.	76272	49500	346880
2033	Fire services, fire alarms and fire hoses, Electric car charging points in Carpark, Roof access safety equipment Stairs and fire escapes.	76272	6500	416652
2034	Swimming pools, spas and pumps or filters, Fire services, fire alarms and fire hoses, Electric car charging points in Carpark, Luka Bond Cladding. Architectural awnings. Mains water pump station Artificial lawn. Roofs and gutters Solar and other sustainability infrastructure Roof access safety equipment Stairs and fire escapes.	76272	40000	452925

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

Appendix A: Reserve Fund

(workings of reserve fund totals)

Appendix B: On site Photographic Schedule

(Gold Package)

Appendix C: Table of Recommended Repairs

(without photos or year of exp.)

Appendix D: Reserve Fund Year of Expenditure

(Total due per year)

1.7 Limitations and Conditions of the Report

1. The Report has been carried out in accordance with the requirements of the Australian Standard 4349.1 and is a special purpose report. The inclusions and exclusions have been designed based on extensive consultation with Strata Managers in Perth and the experience of the BCI WA executive team.
2. This report and all its content is prepared for the exclusive use of the Addressee and may not be used for any other purpose than its stated intention with the exception of its distribution to any party in litigation to which this Report may have reference. No responsibility will be accepted for its content in respect of Third Parties.
3. This report may not be suitable for use in litigation and other Tribunal proceedings as a report brief will be supplied by the adjudicative body.
4. **The following items have not been inspected;**
    a. Defects in inaccessible parts of the Building (as per AS 4349.1)
    b. Defects present only in different or weather conditions
    c. Defects not apparent in a visual inspection
    d. Minor defects i.e. hairline cracks, window and catches, jamming doors etc.
    e. Building elements concealed by other building structures, coverings, plants or furniture i.e. slab thickness and moisture barriers.
    f. Internal roof, balconies, electrical boxes, foundations
5. **Asbestos Disclaimer:** "This report is not intended to comprehensively address the requirements in relation to the handling of any types of asbestos or asbestos-based products and related issues, pursuant to any State legislation or relevant government Authority," and is subject of a Special Purpose Report.
6. **Cost Estimating Disclaimer:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the consultant. Quotes for works can vary from a few dollars to tens of thousands. It is recommended that a minimum of three separate quotes be obtained for the works identified in the body of the report.
7. **Unforeseen Expenditure:** The costs included in this report are estimates and based on the inspector's opinion on the day of inspection. Any one-off expenses or breakages cannot be budgeted for. Nor can we foresee COO preferences for building improvements. The budgets included in this report are for discussion and implementation as the COO prioritises them.

Should you require any further information or have any questions regarding the plan please do not hesitate to contact us on 9474 5720 or inspections@bciwa.com.au.

Kind regards

Kellie Jones
BCI WA

BCI WA Building Consultancy and Inspections

E: inspections@bciwa.com.au

https://www.bciwa.com.au

08 9474 5720 | 5 /25 Foss Street Palmyra 6157 | ABN: 55 167 370 043

Appendix A - Reserve Fund Calculations

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

JOB TITLE: 5 Reserve Street Scarborough
INSPECTOR NAME: Stephen Perer
COMPANY NAME: The Owners of SP 62323
RESERVE FUND OPENING BALANCE ($AUD): 206000
VERSION: 1:1

DATE: 22/1/25
NUMBER OF LOTS: 36

YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
TOTAL FUNDS REQUIRED ANNUALLY	182,400	116,568	64,285	55,912	58,707	51,551	54,129	56,835	59,677	62,661
AVERAGE RESERVE FUNDS REQUIRED ANNUALLY	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272
PER LOT RESERVE FUND ANNUAL CONTRIBUTION	2,119	2,119	2,119	2,119	2,119	2,119	2,119	2,119	2,119	2,119

762,725

Item #	Building Element	Location	Description	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
2	External gates.	Various	Metal and glass	Good	Repair and maintain	1	10	Admin budget	-	-	-	-	-	-	-	-	-	-
3	Balconies, railings and balustrades	All units	Metal and glass, concrete.	Good	Repair and maintain	1	10	37000	37000	3700	3885	4079	4283	4497	4722	4958	5206	5467
16	Fire services, fire alarms and fire hoses	Various	Metal	Good	Repair and maintain	1	1	2000	2000	2000	2100	2205	2315	2431	2553	2680	2814	2955
17	Footpaths	Various	Stone paving	Good	Repair and maintain	1	5	8700	8700	1740	1827	1918	2014	2115	2221	2332	2448	2571
20	Lifts	Central to scheme	Metal and glass	Good	Maintain	1	1	Admin budget	-	-	-	-	-	-	-	-	-	-
22	Meter boxes	Various	Metal	Good	Repair and maintain	1	20	Admin budget	-	-	-	-	-	-	-	-	-	-
26	Electric car charging points in Carpark.	Carports and carparks	Metal	Good	Repair and maintain	1	1	1500	1500	1500	1575	1654	1736	1823	1914	2010	2111	2216
28	Telecommunications	Various	Metal and Steel.	Good	Repair and maintain	1	1	Admin budget	-	-	-	-	-	-	-	-	-	-
30	Water Meters	Various	Metal	Average	Repair and maintain	1	1	Admin budget	-	-	-	-	-	-	-	-	-	-
38	External Door furniture and metal frames.	Various	Metal	Poor	Repair and replace	1	10	8000	8000	800	840	882	926	972	1021	1072	1126	1182
39	Structural columns	Various	Metal	Average	Repair and maintain	1	10	5000	5000	500	525	551	579	608	638	670	704	739
44	Balcony soffits	Various	External rendered finish	Poor	Repair	1	5	26700	26700	5340	5607	5887	6182	6491	6815	7156	7514	7890
46	Water ingress to suspended Carpark ceiling.	Carpark suspended slab	Concrete	Poor	Repair and maintain	1	20	3500	3500	175	184	193	203	213	223	235	246	259
47	Carpark boundary wall cracks	Carports and carparks	Concrete	Average	Repair	1	10	2000	2000	200	210	221	232	243	255	268	281	295
50	Roof access safety equipment	Roof area	Metal	Average	Repair and maintain	1	1	1500	1500	1575	1654	1736	1823	1914	2010	2111	2216	2327
51	Stairs and fire escapes.	Central to scheme	Concrete	Average	Maintain	1	1	1500	1500	1575	1654	1736	1823	1914	2010	2111	2216	2327
9	Doors and doorways (including fire doors)	Various	Metal and timber	Good	Repair and replace	2	10	15000	7500	7875	1500	1575	1654	1736	1823	1914	2010	2111
11	Luka Bond Cladding.	Various Units	Metal	Good	Repair and maintain	2	2	7500	3750	3750	3938	4134	4341	4558	4786	5025	5277	5540
18	Foyer	Entry	Metal, glass, timber and stone tiling.	Good	Repair and maintain	2	2	Admin budget	-	-	-	-	-	-	-	-	-	-
29	Swimming pools, spas and pumps or filters	Central to scheme	Concrete and stone paving	Good	Repair and maintain	2	8	25000	12500	13125	3125	3281	3445	3618	3798	3988	4188	4397
36	Service towers aluminium grills	Central to scheme	Metal	Poor	Replace	2	20	60000	30000	31500	3000	3150	3308	3473	3647	3829	4020	4221
37	Plywood ceiling lining.	Various	Metal and timber	Average	Repair and maintain	2	10	6000	3000	3150	600	630	662	695	729	766	804	844
40	External aluminium windows	All units	Metal and glass	Average	Repair and maintain	2	5	4500	2250	2363	900	945	992	1042	1094	1149	1206	1266
41	Lobby's servicing front entrys to each appartment.	Units from the 2nd floor upwards to the Penthouse suites.	Metal, glass, stone tiles, plasterboard, electrical items.	Average	Repair and maintain	2	5	18000	9000	9450	3600	3780	3969	4167	4376	4595	4824	5066
45	Penthouse spas	Penthouses	Spas	Good	Maintain	2	2	1000	500	525	551	579	608	638	670	704	739	776
31	Utility conduits and services	Various	Metal and plastic.	Average	Repair and replace	3	5	34500	11500	12075	12679	1725	1811	1902	1997	2097	2202	2312
1	Screen walls	Perimeter	Brick and render with painted finish.	Average	Repair and maintain	5	10	13000	2600	2730	2867	3010	3160	1300	1365	1433	1505	1580
4	Bin area	Basement/Carpark	Concrete / Metal	Good	Replace	5	15	Admin budget	-	-	-	-	-	-	-	-	-	-
5	Carpark	Central to scheme	Concrete	Good	Repair and maintain	5	10	24000	4800	5040	5292	5557	5834	2400	2520	2646	2778	2917
6	Sauna	Central to scheme	Conctrete and timber	Good	Maintain	5	5	Admin budget	-	-	-	-	-	-	-	-	-	-
7	Courtyards	Various Units	Concrete and stone floor tiles.	Good	Maintain	5	10	16000	3200	3360	3528	3704	3890	1600	1680	1764	1852	1945
8	Gym/Washroom (External and Internal)	Central to scheme	Brick and metal	Good	Repair and maintain	5	10	12000	2400	2520	2646	2778	2917	1200	1260	1323	1389	1459
10	Garage Door and Garage Motor	Carports and carparks	Metal	Good	Repair and replace	5	5	7500	1500	1575	1654	1736	1823	1914	2010	2111	2216	2327
14	Vergolas	Various Units	Metal	Good	Repair and maintain	5	5	6500	1300	1365	1433	1505	1580	1659	1742	1829	1921	2017
15	External walls	All units	Paint finish to external wall	Average	Maintain	5	15	213000	42600	44730	46967	49315	51781	14200	14910	15656	16438	17260
19	Line marking - all areas	Carports and carparks	Concrete	Average	Maintain	5	10	4800	960	1008	1058	1111	1167	480	504	529	556	583
21	Lighting	Various	Metal and glass	Average	Replace	5	10	11500	2300	2415	2536	2663	2796	1150	1208	1268	1331	1398
24	Steps	Various areas	Concrete and stone tiles	Good	Repair and maintain	5	10	7000	1400	1470	1544	1621	1702	700	735	772	810	851
25	Stairs and stair railings	Fire escapes	Metal and Concrete	Good	Repair and maintain	5	5	Admin budget	-	-	-	-	-	-	-	-	-	-
27	Storage or plant rooms	Carports and carparks	Metal and Concrete	Good	Repair and maintain	5	5	Admin budget	-	-	-	-	-	-	-	-	-	-
32	Air conditioning systems	Various	Metal	Average	Repair and replace	5	20	85000	17000	17850	18743	19680	20664	4250	4463	4686	4920	5166
35	Ventilation grilles	Various	Metal	Average	Replace	5	15	2500	500	525	551	579	608	167	175	184	193	203
43	Roof access	Top floor lobby	Metal	Good	Maintain	5	5	1200	240	252	265	278	292	306	322	338	355	372
13	Driveways	Perimeter	Bitumen and Concrete	Poor	Repair and maintain	10	20	5500	550	578	606	637	669	702	737	774	813	853
23	Post boxes	Entry	Metal	Good	Maintain	10	10	Admin budget	-	-	-	-	-	-	-	-	-	-
33	Architectural awnings.	Various	Metal	Good	Repair and maintain	10	10	65000	6500	6825	7166	7525	7901	8296	8711	9146	9603	10084
34	Mains water pump station	Fire Service Room	Metal	Good	Repair and maintain	10	20	30000 per pump to remove and replace.	6000	6300	6615	6946	7293	7658	8041	8443	8865	9308
42	Artificial lawn.	Pool area	Artifical grass	Good	Maintain	10	25	24000	2400	2520	2646	2778	2917	3063	3216	3377	3546	3723
48	Roofs and gutters	Central to scheme	Metal	Average	Repair and maintain	10	25	6500	650	683	717	752	790	830	871	915	960	1008
49	Solar and other sustainability infrastructure	Roof areas	Metal and glass	Average	Repair and maintain	10	25	3000	300	315	331	347	365	383	402	422	443	465

12	Downpipes	Various locations	Metal	Good	Replace	15	25	Admin budget	-	-	-	-	-	-	-	-	-	-

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
1	Screen walls	Perimeter	Brick and render with painted finish.	2014	Average	Repair and maintain	5	10	13000	External walls - Repair any minor defects in brickwork and repaint painted external surfaces from a safe elevated platform.

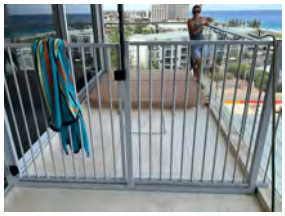
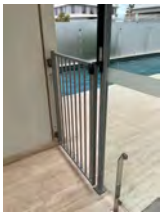








2	External gates.	Various	Metal and glass	2014	Good	Repair and maintain	1	10	Admin budget	At the time of inspection pool gate was not operating as intended as per manufacturers specifications and poses an immediate safety concern.

3	Balconies, railings and balustrades	All units	Metal and glass, concrete.	2014	Good	Repair and maintain	1	15	37000	General maintenance over time. Minor defects noted at time of inspection of rusted mechanical fixings commonly found throughout balconies. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.








4	Bin area	Basement/Carpark	Concrete / Metal	2014	Good	Replace	5	15	Admin budget	Roller door appears in working condition but deteriorated and surface rust has been observed.





5	Carpark	Central to scheme	Concrete	2014	Good	Repair and maintain	5	10	24000	General maintenance over time. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.

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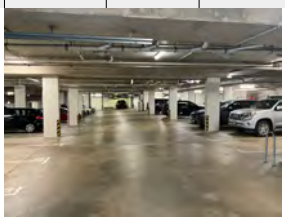
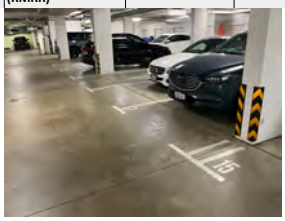
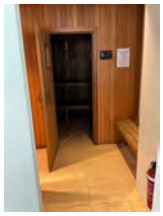
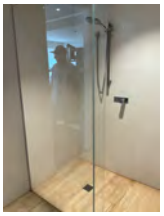
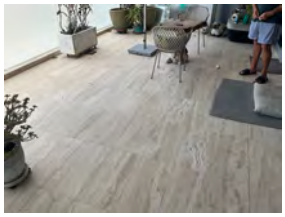
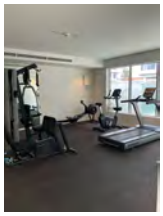
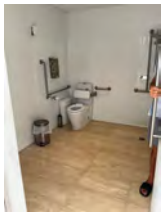
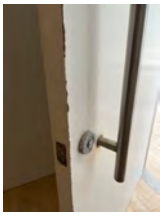
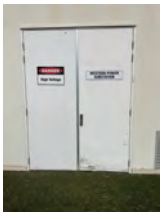
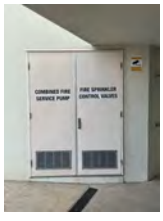
										
6	Sauna	Central to scheme	Conctrete and timber	2014	Good	Maintain	5	5	Admin budget	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by budget allowed in this report when required. Re-inspect in five years.
										
7	Courtyards	Various Units	Concrete and stone floor tiles.	2014	Good	Maintain	5	10	16000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
										
8	Gym/Washroom (External and Internal)	Central to scheme	Brick and metal	2014	Good	Repair and maintain	5	10	12000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
										
9	Doors and doorways (including fire doors)	Various	Metal and timber	2014	Good	Repair and replace	2	10	15000	Doors - General maintenance over time. Replace seals, weather strips, door hardware and repaint frames when necessary. Doors the Western Power Substation and Fire sprinkler control vales have displayed moisture and rust damage and require remedial works and replacement to match existing in the near distant future.
										
										

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
10	Garage Door and Garage Motor	Carports and carparks	Metal	2014	Good	Repair and replace	5	5	7500	Roller door appears in working condition but deteriorated due to coastal conditions and ware and tare. Recomend reinspect in 5 years to determine if replacement is required.



11	Luka Bond Cladding.	Various Units	Metal	2014	Good	Repair and maintain	2	2	7500	Replace of existing panels when required. Minor rust was observed to several panels during the inspection. Re-inspect every 2 years due to coastal conditions.





12	Downpipes	Various locations	Metal	2014	Good	Replace	15	25	Admin budget	Downpipes are stainless steel however have a lifespan of 25 years. Regular inspections required every 2-3 years.



13	Driveways	Perimeter	Bitumen and Concrete	2014	Poor	Repair and maintain	10	20	5500	At the time of inspection BCIWA were advised the existing bitumen will be removed and replaced on completion of the neighbouring development currently under construction.








14	Vergolas	Various Units	Metal	2014	Good	Repair and maintain	5	5	6500	A visual inspection was carried out and no physical defects are present. We recommend an inspection be carried out by a qualified electrician or Vergola service technican for working order and compliance every 5 years to maintain.

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15	External walls	All units	Paint finish to external wall	2014	Average	Maintain	5	15	213000	Paintwork weathered in places, repaint entire building to be reviewed in 5 years (15 years from Completion in 2014). Scaffoldings and safe working platforms required. Including Fire escapes.








16	Fire services, fire alarms and fire hoses	Various	Metal	Unknown	Good	Repair and maintain	1	1	2000	Fire services were inspected visually. No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance.



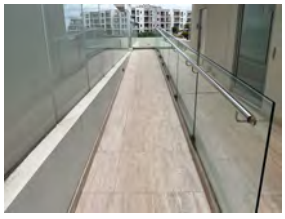





17	Footpaths	Various	Stone paving	2014	Good	Repair and maintain	1	5	8700	Stone floor paving is serviceable General maintenance over time. Maintain Stone floor paving around drains and paving edges. Evidence of Calcium Carbonate is evident in several areas which will require remedial works to prevent further moisture ingress casuing damage to building elements. Reinspect every 5 years.





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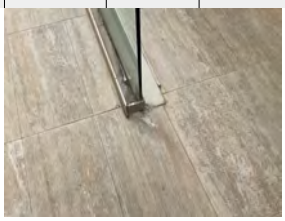
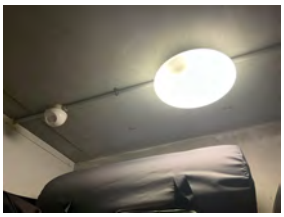
										
18	Foyer	Entry	Metal, glass, timber and stone tiling.	2014	Good	Repair and maintain	2	2	Admin budget	Foyer - Refurbishment required in approximately 5 years. This includes, paint work, ceramic tiling, ceilings, door furniture and signage. Several walls displayed minor remedial works currently being conducted at the time of inspection.
										
19	Line marking - all areas	Carports and carparks	Concrete	unknown	Average	Maintain	5	10	4800	General maintenance over time. Various items such as line marking throughout and general repairs. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
										
20	Lifts	Central to scheme	Metal and glass	2014	Good	Maintain	1	1	Admin budget	Lift should be serviced and maintained as per service instructions. Generally, lift manufacturers will guarantee parts supply for up to 10 years, hence, some parts may become obsolete after that period which results in the requirement to retro fit new parts to keep it running, the design lifespan of the average lift is 20 years however this lift if maintained could last up to 30 years or more. Funds should be obtained for when replacement is required.
										
21	Lighting	Various	Metal and glass	2014	Average	Replace	5	10	11500	Lighting - General maintenance over time and replace globes when necessary. External light fittings have been subjected to coastal condtions and there service life has deminished compared to internal ligth fittings throughout the Starta Development.
										

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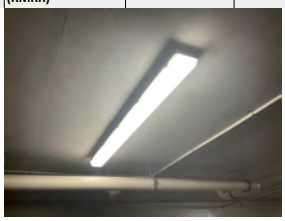
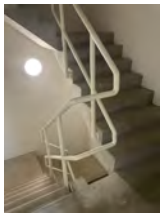
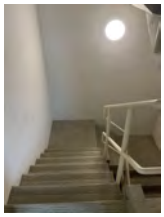
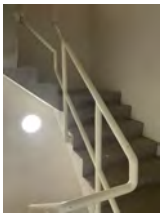
										
22	Meter boxes	Various	Metal	2014	Good	Repair and maintain	1	20	Admin budget	Meter box sub- boards located throughout the Strata Development were inspected and no visible defects noted. BCI WA recommend regular inspections including testing for compliance every 12 months.
										
23	Post boxes	Entry	Metal	2014	Good	Maintain	10	10	Admin budget	Letter boxes will require general maintenance over time.
										
24	Steps	Various areas	Concrete and stone tiles	2014	Good	Repair and maintain	5	10	7000	Stone floor paving to external steps is serviceable General maintenance over time. Maintain Stone floor paving around drains and paving edges. Reinspect every 5 years.
										
										
25	Stairs and stair railings	Fire escapes	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget	Stair railings - General maintenance. Clean and repaint surfaces and stair railings at periodic intervals.
										
26	Electric car charging points in Carpark.	Carports and carparks	Metal	Unkwown	Good	Repair and maintain	1	1	1500	Electric car charging points in Carpark lwere were working as intended with no visible defects noted. BCI WA recommend regular inspections including testing for compliance every 12 months. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 Months.

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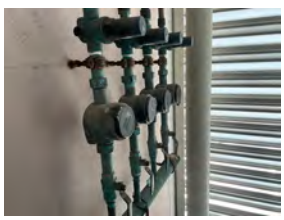
27	Storage or plant rooms	Carports and carparks	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget	A visual inspection was carried out and no physical defects are present. We recommend an inspection every 5 years of the roller doors for working order and compliance.
										
28	Telecommunications	Various	Metal and Steel.	2014	Good	Repair and maintain	1	1	Admin budget	Telecommunication hubs were working as intended with no visible defects noted at the time of inspection. BCI WA recommend regular inspections including testing for compliance every 12 months.
										
29	Swimming pools, spas and pumps or filters	Central to scheme	Concrete and stone paving	2014	Good	Repair and maintain	2	8	25000	Service and maintain as per service instructions. Inspection by technician is required.
										
										
30	Water Meters	Various	Metal	2014	Average	Repair and maintain	1	1	Admin budget	A visual inspection is recommend to be carried out by a qualified plumber for working order and compliance every 12 months.
										
31	Utility conduits and services	Various	Metal and plastic.	2014	Average	Repair and replace	3	5	34500	A visual inspection was carried out and physical defects are present. We recommend an inspection be carried out by a qualified electrician and plumber for working order and compliance.

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	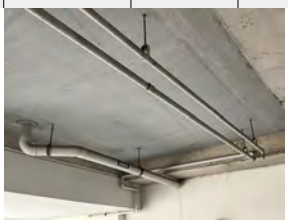			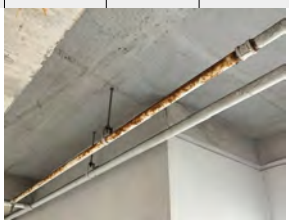			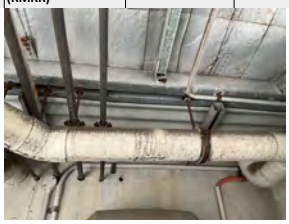			
										
32	Air conditioning systems	Various	Metal	2014	Average	Repair and replace	5	20	85000	Air conditioning systems - were inspected visually. No physical defects are present. We recommend an inspection be carried out by a qualified electrician for working order and compliance every 2 years or prior.
										

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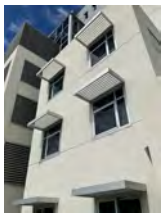
33	Architectural awnings.	Various	Metal	2014	Good	Repair and maintain	10	10	65000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.
										
34	Mains water pump station	Fire Service Room	Metal	2014	Good	Repair and maintain	10	20	30000 per pump to remove and replace.	Pumps life expectancey is between 10-20 years with regular maintinance especially exposed to coastal conditions such as these pumps are subjected too.
										
35	Ventilation grilles	Various	Metal	2014	Average	Replace	5	15	2500	General maintenance over time. No defects noted at time of inspection other than evidence of minor rust observed at the time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
										
36	Service towers aluminium grills	Central to scheme	Metal	2014	Poor	Replace	2	20	60000	Louvre fins are not aluminium and are displaying evidence of rust which is staining the external surface of the service towers to the front elevation diminishing the visual impact of the front elevation.
										
37	Plywood ceiling lining.	Various	Metal and timber	2014	Average	Repair and maintain	2	10	6000	Various plywood ceilings are displaying evidence of rust to the subframe supporting the plywood sheeting. Strata Manager at the time of inspection also stated previous remedial works conducted on various ceilings has exposed rusted furing channels requiring repair. BCIWA reccommend further exporiatory investigations to the plywood ceilings to prevent possible seperation causing major saftey issues for the residence and general public. Note- estimated costs is for exporiatory investigations only noted in this report and recommended remedial costs to repair and replace to be provide on conculsion of further investigations.

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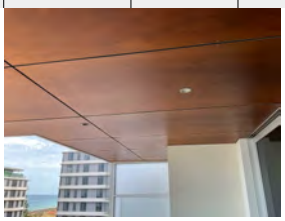
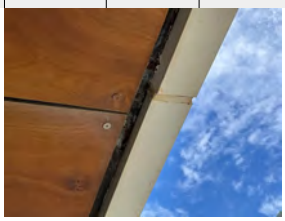
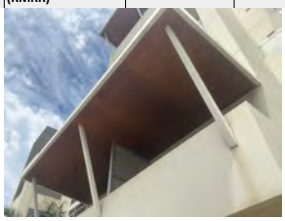
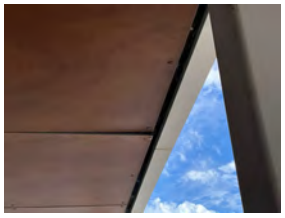
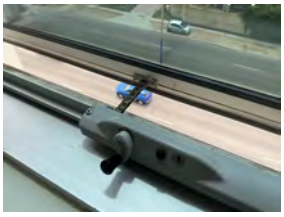
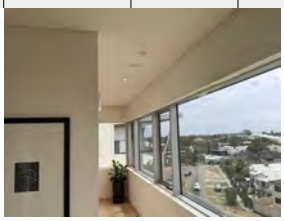
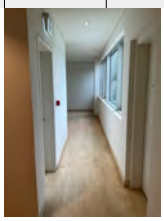
										
										
38	External Door furniture and metal frames.	Various	Metal	2014	Poor	Repair and replace	1	10	8000	Doors - General maintenance over time. Replace seals, weather strips, door hardware and repaint frames when necessary.
										
39	Structural columns	Various	Metal	2014	Average	Repair and maintain	1	10	5000	Variuos Structural columns - Starting to rust. Clean off rust and treat with a rust inhibitor before repainting.
										
40	External aluminium windows	All units	Metal and glass	2014	Average	Repair and maintain	2	5	4500	Windows - General maintenance over time. Replace seals, weather strips, window hardware when necessary. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
										
										
41	Lobby's servicing front entrys to each appartment.	Units from the 2nd floor upwards to the Penthouse suites.	Metal, glass, stone tiles, plasterboard, electrical items.	2014	Average	Repair and maintain	2	5	18000	General maintenance and cleaning over time. Minor defects noted. Regular maintenance will extend the life of the walls, windows, tiled floors will extend the serviceability. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
										
42	Artificial lawn.	Pool area	Artifical grass	2014	Good	Maintain	10	25	24000	On average, artificial grass has a lifespan of 20–25 years. Higher-quality synthetic turf can last longer but requires regular maintenance. The life span of artificial grass largely depends on the quality of the product and the degree to which homeowners care for their lawns
										
43	Roof access	Top floor lobby	Metal	2024	Good	Maintain	5	5	1200	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
										
44	Balcony soffits	Various	External rendered finish	2014	Poor	Repair	1	5	26700	BCIWA recommend extending the drip groove to the underside of the suspended slabs to avoid further capillary action damaging the finished surface as displayed in photos. Engage a plasterer and a registered painter to conduct remedial works in a safe and propper manner.
										
										
45	Penthouse spas	Penthouses	Spas	2014	Good	Maintain	2	2	1000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
										

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
46	Water ingress to suspended Carpark ceiling.	Carpark suspended slab	Concrete	2014	Poor	Repair and maintain	1	20	3500	Water ingress was observed to several locations to the underside of the suspended concrete slab to the carpark. This can cause concrete cancer which corrodes the steel reinforcement within the concrete slab. BCIWA recommend engaging a waterproof specialist to conduct further investigation to identify entry points and provide appropriate remedial scope to rectify. Note- estimated costs is for exporiatory investigations only noted in this report and recommended remedial costs to repair and replace to be provide on conculsion of further investigations.





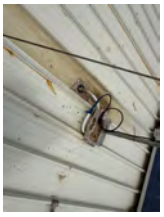

47	Carpark boundary wall cracks	Carports and carparks	Concrete	2014	Average	Repair	1	10	2000	Horizontal crack to northern boundary wall as per photos. BCIWA recommend to monitor cracks in the next 12 months and engage a structural Engineer if cracks increase in lenght and width. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.




48	Roofs and gutters	Central to scheme	Metal	2014	Average	Repair and maintain	10	25	6500	Roof cover is in good condition and with ongoing maintenance should reach or exceed the 25 year mark. Replacement funds should be in place as the cost of replacement is large. Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.





Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
49	Solar and other sustainability infrastructure	Roof areas	Metal and glass	unknown	Average	Repair and maintain	10	25	3000	Solar panels generally last for 25 to 30 years. Solar panels slowly degrade, resulting in less and less electricity production over time. Solar panels can produce power after 25 to 30 years but at a significantly lower rate than their original output. Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.



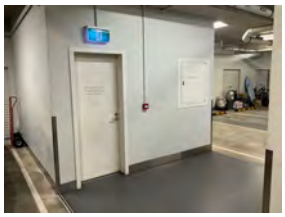


50	Roof access safety equipment	Roof area	Metal	2014	Average	Repair and maintain	1	1	1500	Roof Anchors - Maintain, service and certify as per contract. Roof anchors require annual test and tag from certified installer. Refer to independent report by roof anchor inspector. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.





51	Stairs and fire escapes.	Central to scheme	Concrete	2014	Average	Maintain	1	1	1500	Fire escapes were inspected visually. No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.

Appendix C - Recommended Repairs Only

DOCUMENT DESCRIPTION: This spreadsheet is showing the repairs required without the photos for ease of reference

JOB TITLE:	5 Reserve Street Scarborough	**DATE:**	22 January 2025
INSPECTOR NAME:	Stephen Perer	**NUMBER OF LOTS:**	36
COMPANY NAME:	The Owners of SP 62323	**VERSION:**	1:1

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimate Cost (current)	Comments / Recommendations
3	Balconies, railings and balustrades	All units	Metal and glass, concrete.	2014	Good	Repair and maintain	1	10	37000	General maintenance over time. Minor defects noted at time of inspection of rusted mechanical fixings commonly found throughout balconies. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
16	Fire services, fire alarms and fire hoses	Various	Metal	Unknown	Good	Repair and maintain	1	1	2000	Fire services were inspected visually. No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance.
17	Footpaths	Various	Stone paving	2014	Good	Repair and maintain	1	5	8700	Stone floor paving is serviceable General maintenance over time. Maintain Stone floor paving around drains and paving edges. Evidence of Calcium Carbonate is evident in several areas which will require remedial works to prevent further moisture ingress casuing damage to building elements. Reinspect every 5 years.
26	Electric car charging points in Carpark.	Carports and carparks	Metal	Unkwown	Good	Repair and maintain	1	1	1500	Electric car charging points in Carpark lwere were working as intended with no visible defects noted. BCI WA recommend regular inspections including testing for compliance every 12 months. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 Months.
2	External gates.	Various	Metal and glass	2014	Good	Repair and maintain	1	10	Admin budget	At the time of inspection pool gate was not operating as intended as per manufacturers specifications and poses an immediate safety concern.
20	Lifts	Central to scheme	Metal and glass	2014	Good	Maintain	1	1	Admin budget	Lift should be serviced and maintained as per service instructions. Generally, lift manufacturers will guarantee parts supply for up to 10 years, hence, some parts may become obsolete after that period which results in the requirement to retro fit new parts to keep it running, the design lifespan of the average lift is 20 years however this lift if maintained could last up to 30 years or more. Funds should be obtained for when replacement is required.
22	Meter boxes	Various	Metal	2014	Good	Repair and maintain	1	20	Admin budget	Meter box sub- boards located throughout the Strata Development were inspected and no visible defects noted. BCI WA recommend regular inspections including testing for compliance every 12 months.
28	Telecommunications	Various	Metal and Steel.	2014	Good	Repair and maintain	1	1	Admin budget	Telecommunication hubs were working as intended with no visible defects noted at the time of inspection. BCI WA recommend regular inspections including testing for compliance every 12 months.
30	Water Meters	Various	Metal	2014	Average	Repair and maintain	1	1	Admin budget	A visual inspection is recommend to be carried out by a qualified plumber for working order and compliance every 12 months.
38	External Door furniture and metal frames.	Various	Metal	2014	Poor	Repair and replace	1	10	8000	Doors - General maintenance over time. Replace seals, weather strips, door hardware and repaint frames when necessary.
39	Structural columns	Various	Metal	2014	Average	Repair and maintain	1	10	5000	Variuos Structural columns - Starting to rust. Clean off rust and treat with a rust inhibitor before repainting.
44	Balcony soffits	Various	External rendered finish	2014	Poor	Repair	1	5	26700	BCIWA recommend extending the drip groove to the underside of the suspended slabs to avoid further capillary action damaging the finished surface as displayed in photos. Engage a plasterer and a registered painter to conduct remedial works in a safe and propper manner.

46	Water ingress to suspended Carpark ceiling.	Carpark suspended slab	Concrete	2014	Poor	Repair and maintain	1	20	3500	Water ingress was observed to several locations to the underside of the suspended concrete slab to the carpark. This can cause concrete cancer which corrodes the steel reinforcement within the concrete slab. BCIWA recommend engaging a waterproof specialist to conduct further investigation to identify entry points and provide appropriate remedial scope to rectify. Note- estimated costs is for exporiatory investigations only noted in this report and recommended remedial costs to repair and replace to be provide on conculsion of further investigations.
47	Carpark boundary wall cracks	Carports and carparks	Concrete	2014	Average	Repair	1	10	2000	Horizontal crack to northern boundary wall as per photos. BCIWA recommend to monitor cracks in the next 12 months and engage a structural Engineer if cracks increase in lenght and width. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.
50	Roof access safety equipment	Roof area	Metal	2014	Average	Repair and maintain	1	1	1500	Roof Anchors - Maintain, service and certify as per contract. Roof anchors require annual test and tag from certified installer. Refer to independent report by roof anchor inspector. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.
51	Stairs and fire escapes.	Central to scheme	Concrete	2014	Average	Maintain	1	1	1500	Fire escapes were inspected visually. No defects were noted however an inspection by a qualified fire technician should be carried out annually. All equipment should be tagged and tested for compliance. Maintenance and repair to be funded by admin budget when required. Re-inspect in 12 months.
9	Doors and doorways (including fire doors)	Various	Metal and timber	2014	Good	Repair and replace	2	10	15000	Doors - General maintenance over time. Replace seals, weather strips, door hardware and repaint frames when necessary. Doors the Western Power Substation and Fire sprinkler control vales have displayed moisture and rust damage and require remedial works and replacement to match existing in the near distant future.
11	Luka Bond Cladding.	Various Units	Metal	2014	Good	Repair and maintain	2	2	7500	Replace of existing panels when required. Minor rust was observed to several panels during the inspection. Re-inspect every 2 years due to coastal conditions.
29	Swimming pools, spas and pumps or filters	Central to scheme	Concrete and stone paving	2014	Good	Repair and maintain	2	8	25000	Service and maintain as per service instructions. Inspection by technician is required.
18	Foyer	Entry	Metal, glass, timber and stone tiling.	2014	Good	Repair and maintain	2	2	Admin budget	Foyer - Refurbishment required in approximately 5 years. This includes, paint work, ceramic tiling, ceilings, door furniture and signage. Several walls displayed minor remedial works currently being conducted at the time of inspection.
36	Service towers aluminium grills	Central to scheme	Metal	2014	Poor	Replace	2	20	60000	Louvre fins are not aluminium and are displaying evidence of rust which is staining the external surface of the service towers to the front elevation diminishing the visual impact of the front elevation.
37	Plywood ceiling lining.	Various	Metal and timber	2014	Average	Repair and maintain	2	10	6000	Various plywood ceilings are displaying evidence of rust to the subframe supporting the plywood sheeting. Strata Manager at the time of inspection also stated previous remedial works conducted on various ceilings has exposed rusted furing channels requiring repair. BCIWA reccommend further exporiatory investigations to the plywood ceilings to prevent possible seperation causing major saftey issues for the residence and general public. Note- estimated costs is for exporiatory investigations only noted in this report and recommended remedial costs to repair and replace to be provide on conculsion of further investigations.
40	External aluminium windows	All units	Metal and glass	2014	Average	Repair and maintain	2	5	4500	Windows - General maintenance over time. Replace seals, weather strips, window hardware when necessary. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.

41	Lobby's servicing front entrys to each appartment.	Units from the 2nd floor upwards to the Penthouse suites.	Metal, glass, stone tiles, plasterboard, electrical items.	2014	Average	Repair and maintain	2	5	18000	General maintenance and cleaning over time. Minor defects noted. Regular maintenance will extend the life of the walls, windows, tiled floors will extend the serviceability. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
45	Penthouse spas	Penthouses	Spas	2014	Good	Maintain	2	2	1000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
31	Utility conduits and services	Various	Metal and plastic.	2014	Average	Repair and replace	3	5	34500	A visual inspection was carried out and physical defects are present. We recommend an inspection be carried out by a qualified electrician and plumber for working order and compliance.
32	Air conditioning systems	Various	Metal	2014	Average	Repair and replace	5	20	85000	Air conditioning systems - were inspected visually. No physical defects are present. We recommend an inspection be carried out by a qualified electrician for working order and compliance every 2 years or prior.
1	Screen walls	Perimeter	Brick and render with painted finish.	2014	Average	Repair and maintain	5	10	13000	External walls - Repair any minor defects in brickwork and repaint painted external surfaces from a safe elevated platform.
5	Carpark	Central to scheme	Concrete	2014	Good	Repair and maintain	5	10	24000	General maintenance over time. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
7	Courtyards	Various Units	Concrete and stone floor tiles.	2014	Good	Maintain	5	10	16000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
8	Gym/Washroom (External and Internal)	Central to scheme	Brick and metal	2014	Good	Repair and maintain	5	10	12000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
10	Garage Door and Garage Motor	Carports and carparks	Metal	2014	Good	Repair and replace	5	5	7500	Roller door appears in working condition but deteriorated due to coastal conditions and ware and tare. Recomend reinspect in 5 years to determine if replacement is required.
14	Vergolas	Various Units	Metal	2014	Good	Repair and maintain	5	5	6500	A visual inspection was carried out and no physical defects are present. We recommend an inspection be carried out by a qualified electrician or Vergola service technican for working order and compliance every 5 years to maintain.
15	External walls	All units	Paint finish to external wall	2014	Average	Maintain	5	15	213000	Paintwork weathered in places, repaint entire building to be reviewed in 5 years (15 years from Completion in 2014). Scaffoldings and safe working platforms required. Including Fire escapes.
19	Line marking - all areas	Carports and carparks	Concrete	unknown	Average	Maintain	5	10	4800	General maintenance over time. Various items such as line marking throughout and general repairs. Maintenance and repair to be funded by admin budget when required. Re-inspect in five years.
21	Lighting	Various	Metal and glass	2014	Average	Replace	5	10	11500	Lighting - General maintenance over time and replace globes when necessary. External light fittings have been subjected to coastal condtions and there service life has deminished compared to internal ligth fittings throughout the Starta Development.
24	Steps	Various areas	Concrete and stone tiles	2014	Good	Repair and maintain	5	10	7000	Stone floor paving to external steps is serviceable General maintenance over time. Maintain Stone floor paving around drains and paving edges. Reinspect every 5 years.
4	Bin area	Basement/Carpark	Concrete / Metal	2014	Good	Replace	5	15	Admin budget	Roller door appears in working condition but deteriorated and surface rust has been observed.
6	Sauna	Central to scheme	Conctrete and timber	2014	Good	Maintain	5	5	Admin budget	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by budget allowed in this report when required. Re-inspect in five years.
25	Stairs and stair railings	Fire escapes	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget	Stair railings - General maintenance. Clean and repaint surfaces and stair railings at periodic intervals.
27	Storage or plant rooms	Carports and carparks	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget	A visual inspection was carried out and no physical defects are present. We recommend an inspection every 5 years of the roller doors for working order and compliance.

35	Ventilation grilles	Various	Metal	2014	Average	Replace	5	15	2500	General maintenance over time. No defects noted at time of inspection other than evidence of minor rust observed at the time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
43	Roof access	Top floor lobby	Metal	2024	Good	Maintain	5	5	1200	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in 5 years.
13	Driveways	Perimeter	Bitumen and Concrete	2014	Poor	Repair and maintain	10	20	5500	At the time of inspection BCIWA were advised the existing bitumen will be removed and replaced on completion of the neighbouring development currently under construction.
23	Post boxes	Entry	Metal	2014	Good	Maintain	10	10	Admin budget	Letter boxes will require general maintenance over time.
33	Architectural awnings.	Various	Metal	2014	Good	Repair and maintain	10	10	65000	General maintenance over time. No defects noted at time of inspection. Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.
34	Mains water pump station	Fire Service Room	Metal	2014	Good	Repair and maintain	10	20	30000 per pump to remove and replace.	Pumps life expectancey is between 10-20 years with regular maintinance especially exposed to coastal conditions such as these pumps are subjected too.
42	Artificial lawn.	Pool area	Artifical grass	2014	Good	Maintain	10	25	24000	On average, artificial grass has a lifespan of 20–25 years. Higher-quality synthetic turf can last longer but requires regular maintenance. The life span of artificial grass largely depends on the quality of the product and the degree to which homeowners care for their lawns
48	Roofs and gutters	Central to scheme	Metal	2014	Average	Repair and maintain	10	25	6500	Roof cover is in good condition and with ongoing maintenance should reach or exceed the 25 year mark. Replacement funds should be in place as the cost of replacement is large. Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.
49	Solar and other sustainability infrastructure	Roof areas	Metal and glass	unknown	Average	Repair and maintain	10	25	3000	Solar panels generally last for 25 to 30 years. Solar panels slowly degrade, resulting in less and less electricity production over time. Solar panels can produce power after 25 to 30 years but at a significantly lower rate than their original output.Maintenance and repair to be funded by admin budget when required. Re-inspect in ten years.
12	Downpipes	Various locations	Metal	2014	Good	Replace	15	25	Admin budget	Downpipes are stainless steel however have a lifespan of 25 years. Regular inspections required every 2-3 years.

Appendix D - Reserve Fund Year of Expenditure

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

JOB TITLE: 5 Reserve Street Scarborough
DATE: 22/1/2025
INSPECTOR NAME: Stephen Perer
NUMBER OF LOTS: 36
COMPANY NAME: The owners of SP 62323
VERSION: 1:1
RESERVE FUND OPENING BALANCE ($AUD): 206000

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Total Expenditure Per Year	97400	143500	41000	15000	43500	50400	29000	49500	6500	40000	515800
Recommended Contributions	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272	76,272	
Reserve Fund Balance (Opening balance + contributions - expenditure)	184,872	117,645	152,917	214,190	246,962	272,835	320,107	346,880	416,652	452,925	

Item #	Building Element	Location	Description	Installation Date (if known)	Condition	Repair and Maintain	Years until Repair / Maintenance / Replacement / Refurbishment (RMRR)	Estimated Life after RMRR	Estimated Cost (current)
2	External gates.	Various	Metal and glass	2014	Good	Repair and maintain	1	10	Admin budget
3	Balconies, railings and balustrades	All units	Metal and glass, concrete.	2014	Good	Repair and maintain	1	10	37000
16	Fire services, fire alarms and fire hoses	Various	Metal	Unknown	Good	Repair and maintain	1	1	2000
17	Footpaths	Various	Stone paving	2014	Good	Repair and maintain	1	5	8700
20	Lifts	Central to scheme	Metal and glass	2014	Good	Maintain	1	1	Admin budget
22	Meter boxes	Various	Metal	2014	Good	Repair and maintain	1	20	Admin budget
26	Electric car charging points in Carpark.	Carports and carparks	Metal	Unkwown	Good	Repair and maintain	1	1	1500
28	Telecommunications	Various	Metal and Steel.	2014	Good	Repair and maintain	1	1	Admin budget
30	Water Meters	Various	Metal	2014	Average	Repair and maintain	1	1	Admin budget
38	External Door furniture and metal frames.	Various	Metal	2014	Poor	Repair and replace	1	10	8000
39	Structural columns	Various	Metal	2014	Average	Repair and maintain	1	10	5000
44	Balcony soffits	Various	External rendered finish	2014	Poor	Repair	1	5	26700
46	Water ingress to suspended Carpark ceiling.	Carpark suspended slab	Concrete	2014	Poor	Repair and maintain	1	20	3500
47	Carpark boundary wall cracks	Carports and carparks	Concrete	2014	Average	Repair	1	10	2000
50	Roof access safety equipment	Roof area	Metal	2014	Average	Repair and maintain	1	1	1500
51	Stairs and fire escapes.	Central to scheme	Concrete	2014	Average	Maintain	1	1	1500
9	Doors and doorways (including fire doors)	Various	Metal and timber	2014	Good	Repair and replace	2	10	15000
11	Luka Bond Cladding.	Various Units	Metal	2014	Good	Repair and maintain	2	2	7500
18	Foyer	Entry	Metal, glass, timber and stone tiling.	2014	Good	Repair and maintain	2	2	Admin budget
29	Swimming pools, spas and pumps or filters	Central to scheme	Concrete and stone paving	2014	Good	Repair and maintain	2	8	25000
36	Service towers aluminium grills	Central to scheme	Metal	2014	Poor	Replace	2	20	60000
37	Plywood ceiling lining.	Various	Metal and timber	2014	Average	Repair and maintain	2	10	6000
40	External aluminium windows	All units	Metal and glass	2014	Average	Repair and maintain	2	5	4500
41	Lobby's servicing front entrys to each appartment.	Units from the 2nd floor upwards to the Penthouse suites.	Metal, glass, stone tiles, plasterboard, electrical items.	2014	Average	Repair and maintain	2	5	18000
45	Penthouse spas	Penthouses	Spas	2014	Good	Maintain	2	2	1000
31	Utility conduits and services	Various	Metal and plastic.	2014	Average	Repair and replace	3	5	34500
1	Screen walls	Perimeter	Brick and render with painted finish.	2014	Average	Repair and maintain	5	10	13000
4	Bin area	Basement/Carpark	Concrete / Metal	2014	Good	Replace	5	15	Admin budget
5	Carpark	Central to scheme	Concrete	2014	Good	Repair and maintain	5	10	24000
6	Sauna	Central to scheme	Conctrete and timber	2014	Good	Maintain	5	5	Admin budget
7	Courtyards	Various Units	Concrete and stone floor tiles.	2014	Good	Maintain	5	10	16000
8	Gym/Washroom (External and Internal)	Central to scheme	Brick and metal	2014	Good	Repair and maintain	5	10	12000
10	Garage Door and Garage Motor	Carports and carparks	Metal	2014	Good	Repair and replace	5	5	7500
14	Vergolas	Various Units	Metal	2014	Good	Repair and maintain	5	5	6500
15	External walls	All units	Paint finish to external wall	2014	Average	Maintain	5	15	213000
19	Line marking - all areas	Carports and carparks	Concrete	unknown	Average	Maintain	5	10	4800
21	Lighting	Various	Metal and glass	2014	Average	Replace	5	10	11500
24	Steps	Various areas	Concrete and stone tiles	2014	Good	Repair and maintain	5	10	7000
25	Stairs and stair railings	Fire escapes	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget
27	Storage or plant rooms	Carports and carparks	Metal and Concrete	2014	Good	Repair and maintain	5	5	Admin budget
32	Air conditioning systems	Various	Metal	2014	Average	Repair and replace	5	20	85000
35	Ventilation grilles	Various	Metal	2014	Average	Replace	5	15	2500
43	Roof access	Top floor lobby	Metal	2024	Good	Maintain	5	5	1200
13	Driveways	Perimeter	Bitumen and Concrete	2014	Poor	Repair and maintain	10	20	5500
23	Post boxes	Entry	Metal	2014	Good	Maintain	10	10	Admin budget
33	Architectural awnings.	Various	Metal	2014	Good	Repair and maintain	10	10	65000
34	Mains water pump station	Fire Service Room	Metal	2014	Good	Repair and maintain	10	20	30000 per pump to remove and replace.
42	Artificial lawn.	Pool area	Artifical grass	2014	Good	Maintain	10	25	24000
48	Roofs and gutters	Central to scheme	Metal	2014	Average	Repair and maintain	10	25	6500

49	Solar and other sustainability infrastructure	Roof areas	Metal and glass	unknown	Average	Repair and maintain	10	25	3000		-	-	-	-	-	-	-	-	-	3000
12	Downpipes	Various locations	Metal	2014	Good	Replace	15	25	Admin budget		-	-	-	-	-	-	-	-	-	-