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 14/4 Waterbird Turn
Suburb Joondalup State WA Postcode 6027
Lot 14 ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan 47432 Whole / ~~Part~~ Vol 2588 Folio 514
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 Vicki Margaret Robbins

Address 2 Agnoleto Court

Suburb Bunyip State VIC Postcode 3815

Name

Address

Suburb State Postcode

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 Vicki Margaret Robbins

Date _____

Signature _____

Name _____

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

14/4 Waterbird Turn, Joondalup WA 6027

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

14/4 Waterbird Turn, Joondalup WA 6027

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
2588	**514**

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 14 ON STRATA PLAN 47432
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

VICKI MARGARET ROBBINS OF 2 AGNOLETO COURT BUNYIP VIC 3815

(T O970235) REGISTERED 8/12/2021

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. H327609 MEMORIAL. TOWN PLANNING AND DEVELOPMENT ACT 1928. REGISTERED 5/1/2000.

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:	SP47432
PREVIOUS TITLE:	2189-406
PROPERTY STREET ADDRESS:	UNIT 14 4 WATERBIRD TURN, JOONDALUP.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/11/2026 12:37 PM Request number: 70651729

Landgate
www.landgate.wa.gov.au

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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Approved Form 2022-938
Effective for use from: 07/01/2022

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.

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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

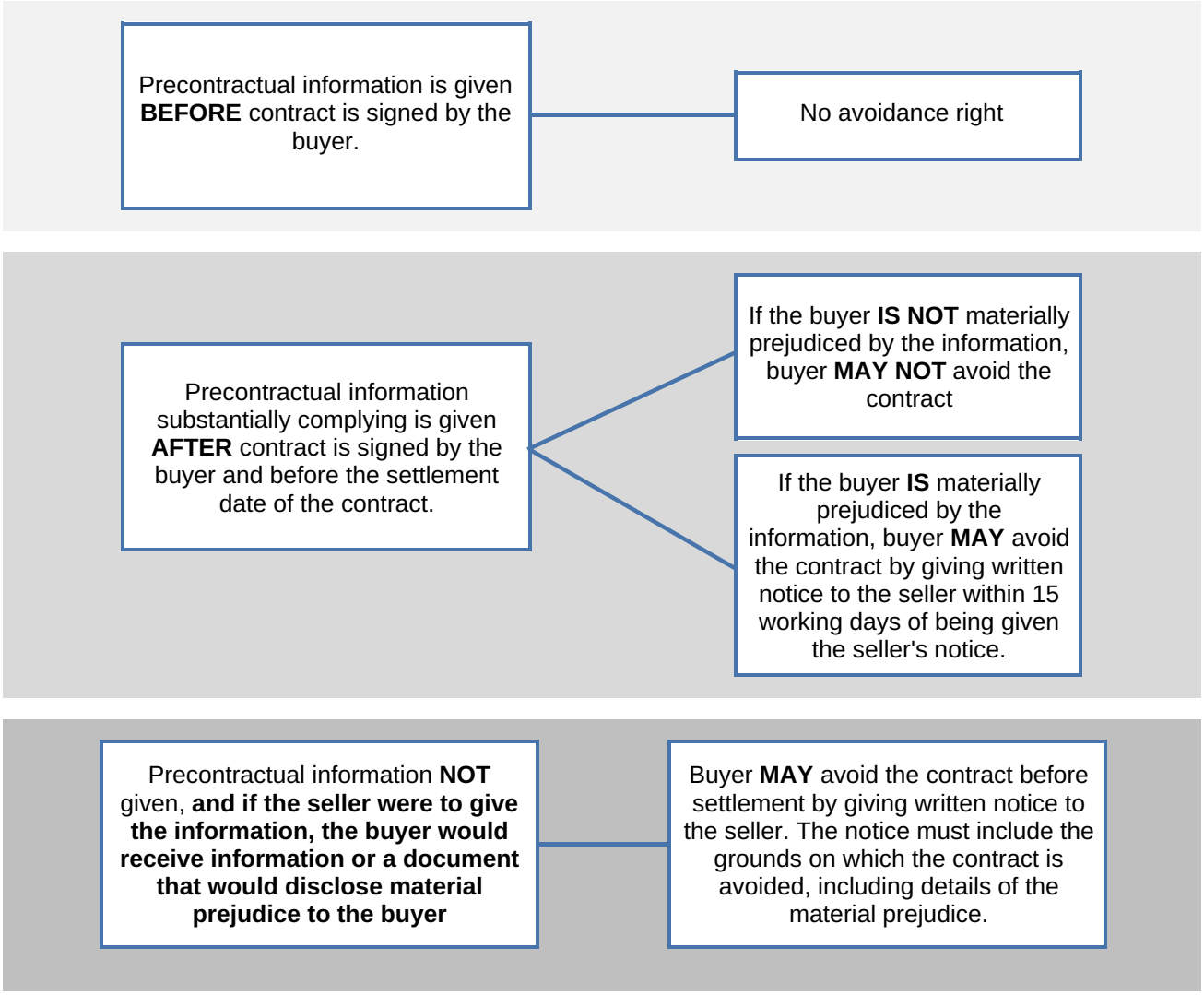
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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.

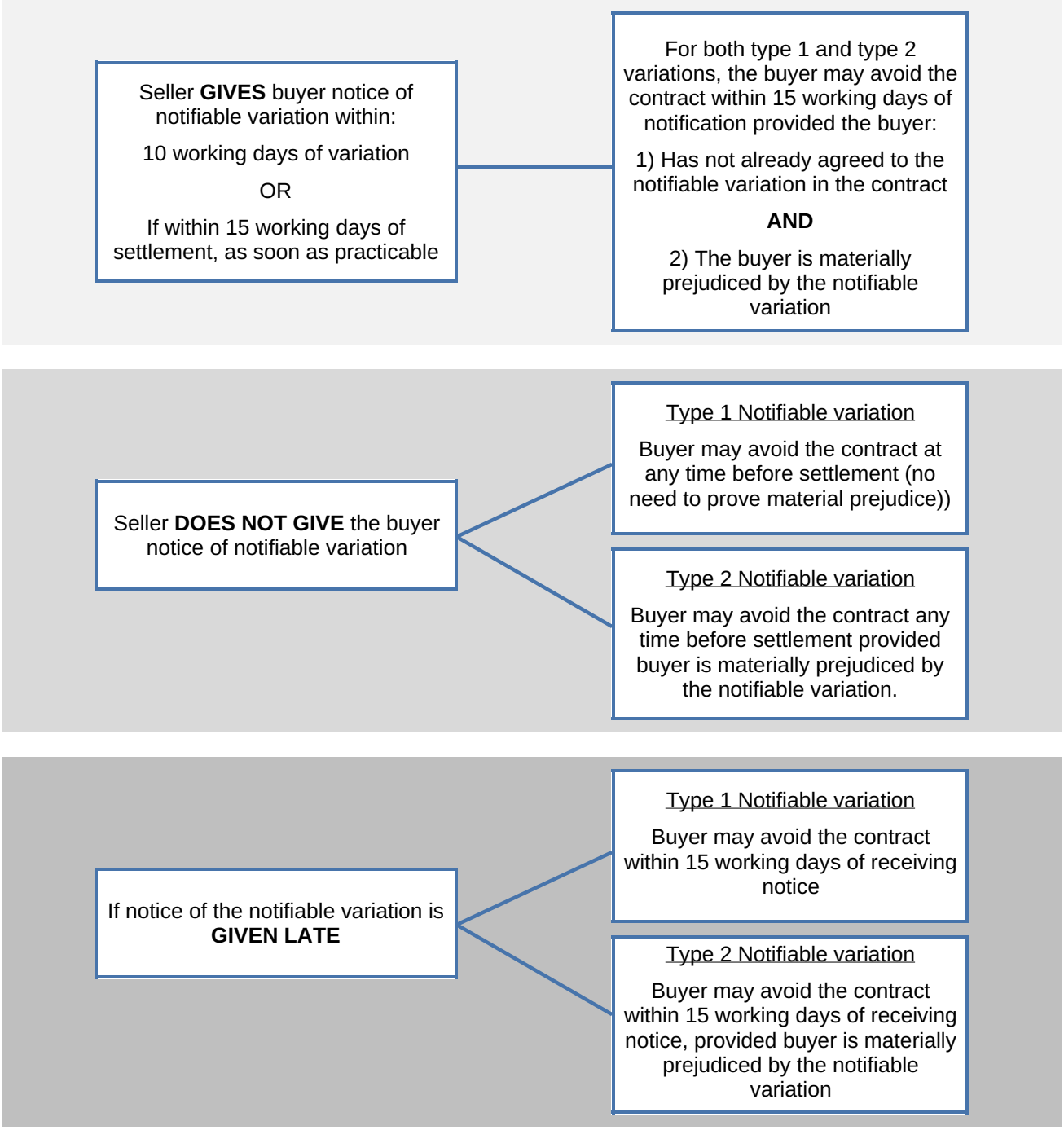
Type 1 and Type 2 notifiable variations are as follows:

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: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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.

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REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

Approved Form 2022-938
Effective for use from: 07/01/2022

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	Vicki Margaret Robbins		
Address	2 Agnoleto Court, Bunyip VIC 3815		
Telephone/mobile	0438 340 920	Email	vicki@kiallahomes.com.au
Name			
Address			
Telephone/mobile		Email	

Scheme Information

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

Scheme Details

Scheme name	Waterbird Apartments
Name of the strata company	
Address for service of the strata company (taken from scheme notice)	3 Shoveler Terrace, Joondalup WA 6027
Name of Strata Manager	Competent Strata Assistance Pty Limited
Address of Strata Manager	PO Box 8413 Angelo Street, South Perth WA 6151
Telephone/Mobile	0488 880 272
Email	

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☑ strata
- ☐ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

~~For leasehold only:~~

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

~~If there is a registered scheme notice, the expiry day for the leasehold scheme is _____~~

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

Att.

Scheme Documents (must be attached)

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

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

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(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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)
14/4 Waterbird Turn, Joondalup WA 6027

Lot 14 on scheme plan no. 47432

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

Voting right restrictions

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

If yes, describe the restriction _____

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

Exclusive use by-laws

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

If yes, please give details _____

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

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

☐ Contributions that have been determined within the previous 12 months

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

	Actual ($)	**OR**	**Estimated ($) 12 months after the proposed settlement date**
Administrative fund:	$3,740		
Reserve fund:	$660		
Other levy (attach details)			

Att 6

☐ Actual ☐ Estimated total contribution for the lot $ 4,400

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

Due dates $1,100 on 1/10/26 $1,100 on 1/1/27

$1,100 on 1/4/27 $1,100 on 1/7/27

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

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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

Additional comments:

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments:

Agreements for amenity or service

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

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

Additional comments:

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

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

If yes, attach details including terms and conditions.

Additional comments:

Section 79 Disclosure of remuneration and other benefits

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

Docusign Envelope ID: FC8A944B-3B2E-84FF-81D9-B8FF143471E2

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: BD1A0D19099946B... _____

Name Vicki Margaret Robbins _____

Date 11/11/2026 _____

Signature _____ _____

Name _____ _____

Date _____ _____

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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FORM 1

STRATA PLAN 47432

SHEET 1 OF 8 SHEETS

MANAGEMENT STATEMENT ☒ YES ☐ NO

Lodged 1-3-2005 $1660 147969

Examined 1/3/05 NKK

Registered 1-3-05 5194892

REGISTRAR OF TITLES

WESTERN AUSTRALIAN PLANNING COMMISSION
265-05
Certificate of Approval of WAPC under
Section 25(1) or 25B(2) of Strata Titles Act 1985

Delegated Under s.20 WAPC Act 1985 DATE

PLAN OF
LOT 173 ON PLAN 23893

CERT. OF TITLE
VOLUME 2189 FOLIO 406

LOCAL GOVERNMENT
CITY OF JOONDALUP

INDEX PLAN
BG35(2) 08:07

FIELD BOOK NUMBER

SCALE SEE SHEETS

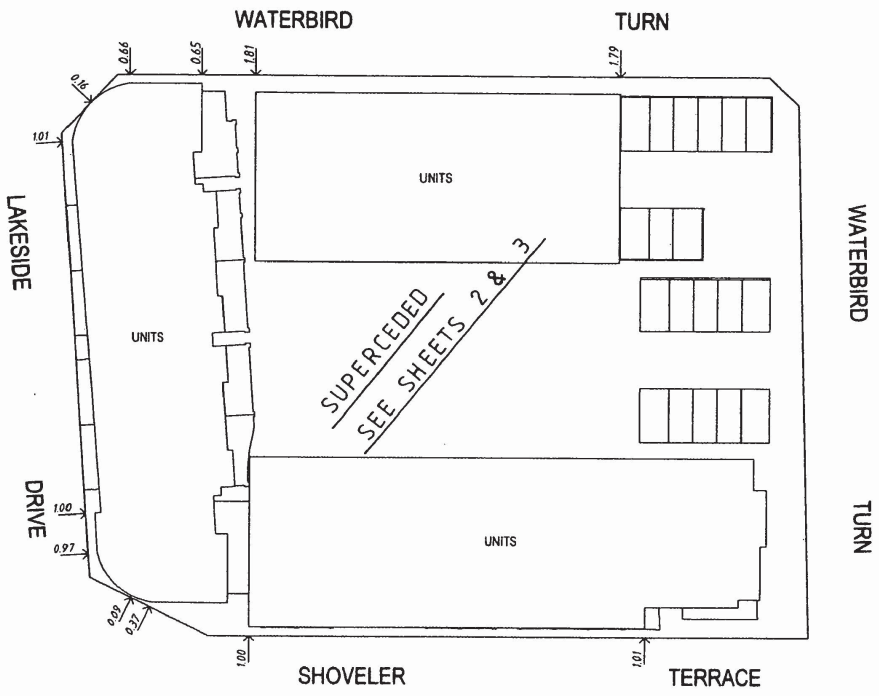
NAME OF SCHEME
WATERBIRD APARTMENTS

ADDRESS OF PARCEL
3 SHOVELER TERRACE
JOONDALUP W.A. 6027

DOLA
Department of LAND ADMINISTRATION

CORR 50-2005/V3 - Pg 22

28-2-2005



N

LOCATION PLAN
(Scale ~ 1 : 500)

0 5 10 20 30 40

BERRYMAN & PTOLOMEY PTY. LTD.
LICENSED LAND SURVEYORS
66 CANNING HIGHWAY, VICTORIA PARK WA 6100
PHONE ~ 9361 3732, 9361 5279
FAX ~ 9470 9278
email ~ ptolomey@iinet.net.au

STRATA PLAN 47432

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

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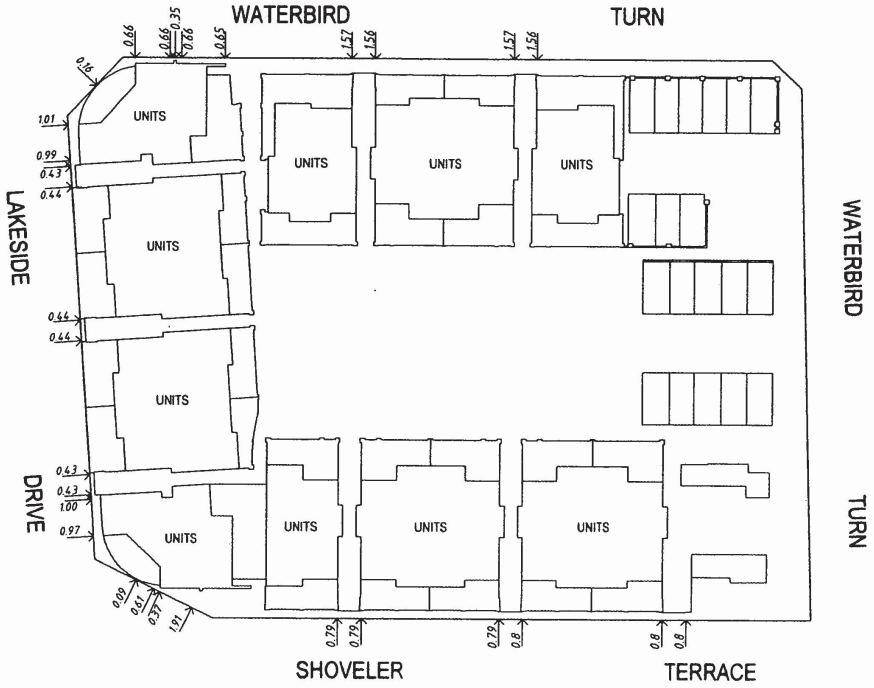
FORM 4

STRATA PLAN 47432

SHEET 2 OF 8 SHEETS

CORR 50-2005/V3-Pg 22



LOCATION PLAN GROUND FLOOR
(Scale ~ 1 : 500)

0 5 10 20 30 40

BERRYMAN & PTOLOMEY PTY. LTD.
LICENSED LAND SURVEYORS
66 CANNING HIGHWAY, VICTORIA PARK WA 6100
PHONE ~ 9361 3732, 9361 5279
FAX ~ 9470 9278
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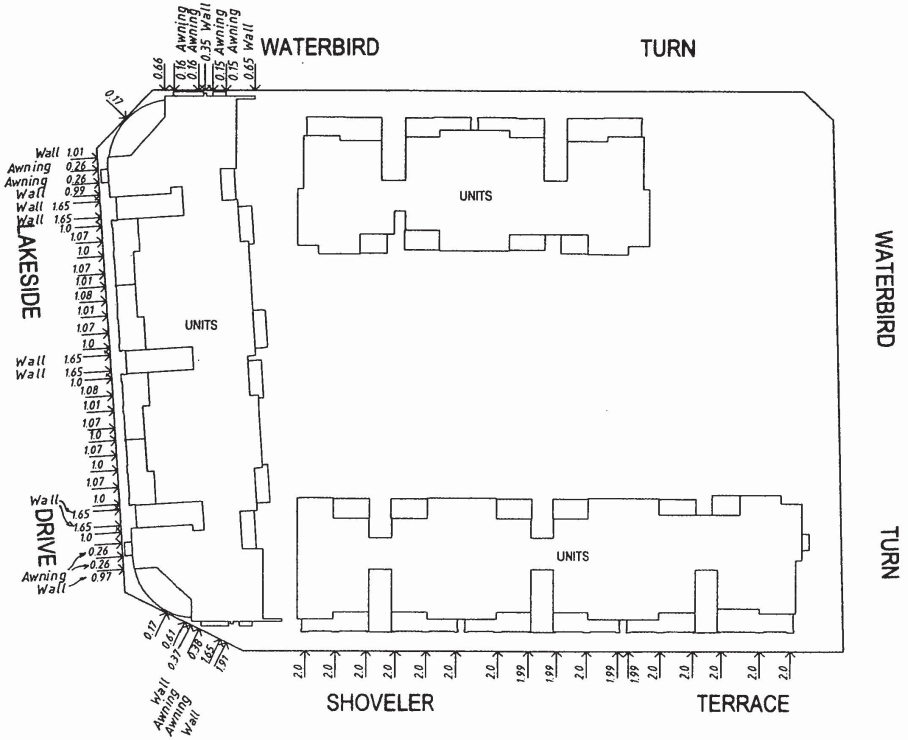
FORM 4

STRATA PLAN 47432

SHEET 3 OF 8 SHEETS

CORR 50-2005/V3-Pg 22

ALL OFFSETS ARE TO BALCONIES UNLESS OTHERWISE STATED.



LOCATION PLAN FIRST & SECOND FLOORS

(Scale ~ 1 : 500)

0 5 10 20 30 40

BERRYMAN & PTOLOMEY PTY. LTD.
LICENSED LAND SURVEYORS
66 CANNING HIGHWAY, VICTORIA PARK WA 6100
PHONE ~ 9361 3732, 9361 5279
FAX ~ 9470 9278
email ~ ptolomey@iinet.net.au

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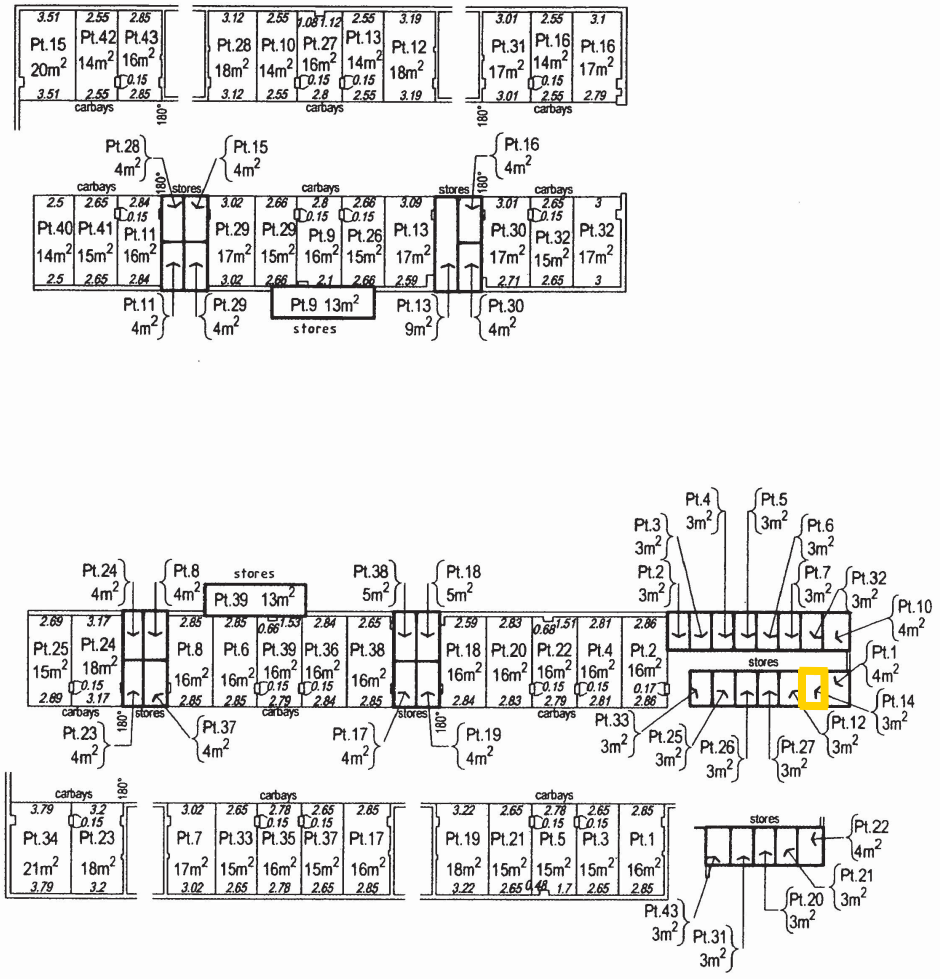
FORM 4

STRATA PLAN

47432

SHEET 4 OF 8 SHEETS

CORR 50-2005/V3-Pg 22



BASEMENT

(Scale ~ 1 : 300)

ALL MEASUREMENTS ARE TAKEN FROM THE EXTERNAL SURFACE OF THE WALLS AND COLUMNS.

UNDER SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985 THE BOUNDARIES OF THE PART LOTS WHICH ARE STORES SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACES OF THE WALLS, THE CENTRE PLANE OF THE DIVIDING WALLS, THE UPPER SURFACES OF THE FLOORS AND THE UNDER SURFACES OF THE CEILING.

THE STRATUM OF THE PART LOTS SHOWN AS CARBAYS ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THE SURFACE OF THE THEIR CEILING.

ALL PILLARS ARE COMMON PROPERTY

FOR THE OTHER PARTS OF LOTS 1 to 12 & 14 to 16 SEE SHEET 5
FOR THE OTHER PARTS OF LOTS 17, 19 to 23 & 28 SEE SHEETS 5 & 6
FOR THE OTHER PARTS OF LOTS 18, 24 to 27, 29, 30 & 32 SEE SHEET 6
FOR THE OTHER PARTS OF LOTS 33, 35 to 41 SEE SHEETS 5 & 7
FOR THE OTHER PARTS OF LOT 31 SEE SHEETS 5,6 & 8
FOR THE OTHER PARTS OF LOTS 34 & 42 SEE SHEETS 5,7 & 8
FOR THE OTHER PARTS OF LOT 13 SEE SHEET 7
FOR THE OTHER PARTS OF LOT 43 SEE SHEET 7

Attachment 1, Part 1 of 2

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FORM 4

STRATA PLAN 47432

SHEET 5 OF 8 SHEETS



UNDER SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE PART LOTS WHICH ARE BUILDINGS, INCLUDING STORES, SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS OF THOSE BUILDINGS, THE CENTRE PLANE OF THE DIVIDING WALLS, THE UPPER SURFACE OF THE FLOORS AND THE UNDER SURFACE OF THE CEILINGS.

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS OR BALCONIES SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS, OR THE OUTSIDE SURFACE OF THE BALCONY SLAB WHERE APPLICABLE, THE UPPER SURFACE OF THE FLOORS, THE PRODUCTION OF THE UNDER SIDE OF THE CEILINGS OF THE RESPECTIVE PART LOTS WHICH FORMS THE BUILDINGS, AND WHERE TWO COURTYARDS OR BALCONIES HAVE A COMMON OR PARTY WALL OR HAVE WALLS ON THEM WHICH ARE JOINED, THEN THE CENTRE PLANE OF THAT WALL OR THE PLANE AT WHICH THEY ARE JOINED IS THE BOUNDARY.

THE STRATUM OF THE PART LOTS SHOWN AS CARBAYS IS RESTRICTED IN HEIGHT FROM THE UPPER SURFACE OF THE FLOOR OF THEIR PART LOTS TO 2.5m ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR PART LOTS.

ALL MEASUREMENTS ARE TAKEN FROM THE EXTERNAL SURFACE OF THE WALLS AND COLUMNS.

ALL PILLARS ARE COMMON PROPERTY.

FOR THE OTHER PARTS OF LOTS 1 to 12 & 14 to 16 SEE SHEET 4
FOR THE OTHER PARTS OF LOTS 17, 19 to 23 & 28 SEE SHEETS 4 & 6
FOR THE OTHER PARTS OF LOTS 33, 35, & 37 to 41 SEE SHEETS 4 & 7
FOR THE OTHER PARTS OF LOT 31 SEE SHEETS 4, 6 & 8
FOR THE OTHER PARTS OF LOTS 34 & 42 SEE SHEETS 4, 7 & 8

GROUND FLOOR
(Scale ~ 1 : 300)

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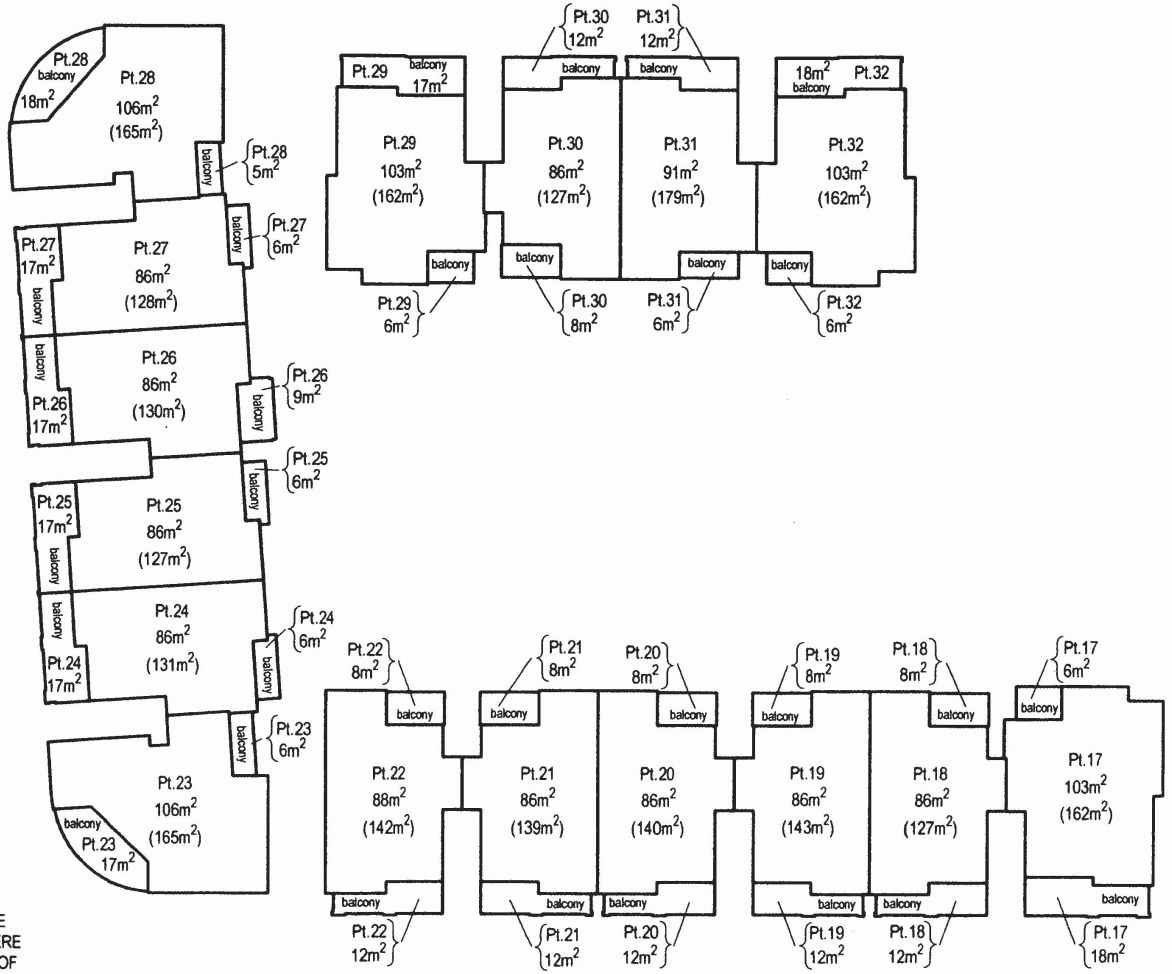
FORM 4

STRATA PLAN
47432
SHEET 6 OF 8 SHEETS

CORR 50 - 2005/V3 - Pg 22



UNDER SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE PART LOTS WHICH ARE BUILDINGS, INCLUDING STORES, SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS OF THOSE BUILDINGS, THE CENTRE PLANE OF THE DIVIDING WALLS, THE UPPER SURFACE OF THE FLOORS AND THE UNDER SURFACE OF THE CEILINGS.

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS OR BALCONIES SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS, OR THE OUTSIDE SURFACE OF THE BALCONY SLAB WHERE APPLICABLE, THE UPPER SURFACE OF THE FLOORS, THE PRODUCTION OF THE UNDER SIDE OF THE CEILINGS OF THE RESPECTIVE PART LOTS WHICH FORMS THE BUILDINGS, AND WHERE TWO COURTYARDS OR BALCONIES HAVE A COMMON OR PARTY WALL OR HAVE WALLS ON THEM WHICH ARE JOINED, THEN THE CENTRE PLANE OF THAT WALL OR THE PLANE AT WHICH THEY ARE JOINED IS THE BOUNDARY.

FOR THE OTHER PARTS OF LOTS 17, 19 to 23 & 28 SEE SHEETS 4 & 5
FOR THE OTHER PARTS OF LOTS 18, 24 to 27, 29, 30 & 32 SEE SHEET 4
FOR THE OTHER PARTS OF LOT 31 SEE SHEETS 4, 5 & 8

FIRST FLOOR
(Scale ~ 1 : 300)

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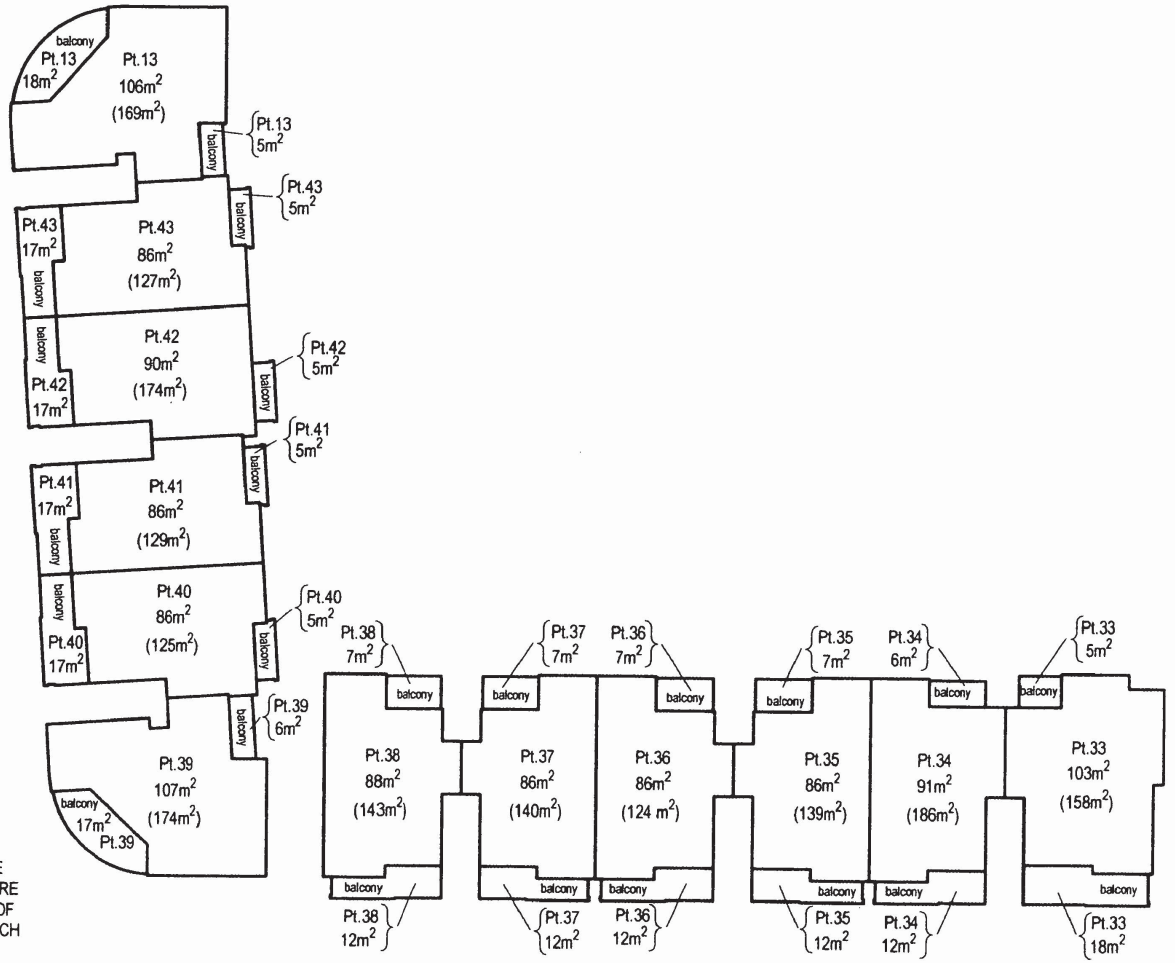
FORM 4

STRATA PLAN 47432

SHEET 7 OF 8 SHEETS

CORR 50-2005/V3-Pg 22



UNDER SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE PART LOTS WHICH ARE BUILDINGS, INCLUDING STORES, SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS OF THOSE BUILDINGS, THE CENTRE PLANE OF THE DIVIDING WALLS, THE UPPER SURFACE OF THE FLOORS AND THE UNDER SURFACE OF THE CEILINGS.

THE BOUNDARIES OF THE PART LOTS WHICH ARE COURTYARDS OR BALCONIES SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACE OF THE WALLS, OR THE OUTSIDE SURFACE OF THE BALCONY SLAB WHERE APPLICABLE, THE UPPER SURFACE OF THE FLOORS, THE PRODUCTION OF THE UNDER SIDE OF THE CEILINGS OF THE RESPECTIVE PART LOTS WHICH FORMS THE BUILDINGS, AND WHERE TWO COURTYARDS OR BALCONIES HAVE A COMMON OR PARTY WALL OR HAVE WALLS ON THEM WHICH ARE JOINED, THEN THE CENTRE PLANE OF THAT WALL OR THE PLANE AT WHICH THEY ARE JOINED IS THE BOUNDARY.

FOR THE OTHER PARTS OF LOT 13, SEE SHEET 4
FOR THE OTHER PARTS OF LOTS 34 & 42 SEE SHEETS 4, 5 & 8
FOR THE OTHER PARTS OF LOTS 33, 35 to 41 SEE SHEETS 4 & 5
FOR THE OTHER PARTS OF LOTS 43 SEE SHEET 4

SECOND FLOOR

(Scale ~ 1 : 300)

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FORM 4

STRATA PLAN 47432

SHEET 8 OF 8 SHEETS

CORR 50-2005/V3-Pg 22

28-2-2005

Pt.31
36m^2

Pt.42
30m^2

Pt.34
36m^2

UNDER SECTION 3(2)(b) OF THE STRATA TITLES ACT 1985
THE BOUNDARIES OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACES OF THE WALLS OF THOSE BUILDINGS, THE CENTRE PLANE OF THE DIVIDING WALLS, THE UPPER SURFACES OF THE FLOORS AND THE UNDER SURFACES OF THE CEILING.

FOR THE OTHER PARTS OF LOTS 31 SEE SHEETS 4,5 & 6
FOR THE OTHER PARTS OF LOTS 34 & 42 SEE SHEETS 4, 5 & 7

0 5 10 20 30

LOFT FLOOR
(Scale ~ 1 : 300)

N

Attachment 2

FORM 3

STRATA/~~SURVEY-STRATA~~ PLAN NO. 47432							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No.	Unit Entitlement	Vol.	Fol.	Lot No.	Unit Entitlement	Vol.	Fol.
1	11	2588	501	15	11	2588	515
2	11	2588	502	16	13	2588	516
3	11	2588	503	17	13	2588	517
4	11	2588	504	18	12	2588	518
5	11	2588	505	19	12	2588	519
6	12	2588	506	20	12	2588	520
7	11	2588	507	21	12	2588	521
8	11	2588	508	22	12	2588	522
9	11	2588	509	23	12	2588	523
10	11	2588	510	24	11	2588	524
11	12	2588	511	25	11	2588	525
12	13	2588	512	26	11	2588	526
13	12	2588	513	27	11	2588	527
14	11	2588	514	Aggregate	(CONT. OVER)		

DESCRIPTION OF PARCEL AND BUILDING/~~PARCEL~~

A RESIDENTIAL DEVELOPMENT CONTAINING 43 UNITS
SITUATED ON LOT 173 ON PLAN 23853.

THE NAME OF THE SCHEME IS WATERBIRD APARTMENTS
AND THE ADDRESS IS 3 SHOVELER TERRACE, JOONDALUP.6027.

CERTIFICATE OF LICENSED VALUER
STRATA/~~SURVEY-STRATA~~

I, David BARNAO, 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 per cent more or 5 per cent 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 Jan 2005
Date

Signed

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FORM 3

STRATA/~~SURVEY-STRATA~~ PLAN NO. 47432							
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.
28	12	2588	528	42	13	2588	542
29	13	2588	529	43	11	2588	543.
30	11	2588	530	TOTAL	507		
31	13	2588	531				
32	13	2588	532				
33	14	2588	533				
34	13	2588	534				
35	12	2588	535				
36	12	2588	536				
37	12	2588	537				
38	12	2588	538				
39	12	2588	539				
40	11	2588	540				
41	11	2588	541	Aggregate			

DESCRIPTION OF PARCEL AND BUILDING/~~PARCEL~~

A RESIDENTIAL DEVELOPMENT CONTAINING 43 UNITS
SITUATED ON LOT 173 ON PLAN 23853.

THE NAME OF THE SCHEME IS WATERBIRD APARTMENTS
AND THE ADDRESS IS 3 SHOVELER TERRACE, JOONDALUP. 6027

CERTIFICATE OF LICENSED VALUER
STRATA/~~SURVEY-STRATA~~

I, David BARNAO, 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 per cent more or 5 per cent 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 Feb 2005
Date

Signed

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FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 47432

DESCRIPTION OF PARCEL & BUILDING

A RESIDENTIAL DEVELOPMENT CONTAINING 43 UNITS SITUATED ON LOT 173 ON PLAN 23893.
THE NAME OF THE SCHEME IS WATERBIRD APARTMENTS AND THE ADDRESS IS 3 SHOVELER TERRACE, JOONDALUP.6027.

CERTIFICATE OF LICENSED SURVEYOR

I, R W PTOLOMEY, 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 it's nature and extent; and~~

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

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

16.2.05
Date

Licensed Surveyor

* Delete if inapplicable

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FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 47432

DESCRIPTION OF PARCEL & BUILDING

A RESIDENTIAL DEVELOPMENT CONTAINING 43 UNITS SITUATED ON LOT 173 ON PLAN 23893.

THE NAME OF THE SCHEME IS WATERBIRD APARTMENTS AND THE ADDRESS IS 3 SHOVELER TERRACE, JOONDALUP. 6027.

CERTIFICATE OF LOCAL GOVERNMENT

.....CITY OF JOONDALUP....., the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

(1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;

(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

(3) 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 on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and

(4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.

28.02.2005
Date

V. Ethevington
Chief Executive Officer
Delegated Officer, under Section 23(5) of the Strata Titles Act 1985

*Delete if inapplicable

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FORM 26

WAPC Ref. No. ~~388-04~~ 265-05

STRATA PLAN No. 47432

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 25-2-2005 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 described below, subject to the following conditions—~~

Property Description: Lot (or Strata Plan) No. LOT 173 ON PLAN 23853

Location .....

Locality WATERBIRD APARTMENTS
3 SHOVELER TERRACE, JOONDALUP 6027

Local Government CITY OF JOONDALUP

Lodged by: BERRYMAN & PTOLOMEY PTY LTD

Date: 25-2-05

For Chairman, Western Australian Planning Commission

28-2-2005
Date

(*To be deleted as appropriate)

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FORM 8

ANNEXURE "A" OF STRATA / ~~SURVEY - STRATA~~ PLAN No. 47432 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS ON STRATA / ~~SURVEY - STRATA~~ PLAN

Dealings registered or recorded on Strata / ~~Survey - Strata~~ Plan	Instrument				Signature of Registrar of Titles
	Nature	Number	Regist'd	Time	

Note: Entries may be affected by subsequent endorsements.

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FORM 8

ANNEXURE "B" OF STRATA / ~~SURVEY - STRATA~~ PLAN No. 47432 REGISTRAR OF TITLES

SCHEDULE OF ENCUMBRANCES ETC.

Instrument			Regist'd	Signature of Registrar of Titles	Cancellation				
Nature	Number				Nature	Number	Regist'd	Time	Signature of Registrar of Titles
MEMORIAL	H327609	Town Planning and Development Act 1928.	5.1.2000						
Statement	J194893	Management Statement	1.3.2005	BG Roberts					
Notification	K406446	Notification of Change of By-laws	9.11.2007	BG Roberts					
Notification	L454426	Notification of Change of By-Laws	15.10.10	BGRoberts					
Notification	M631301	Notification of Change of By-laws.	08.05.2014						

Note: Entries may be affected by subsequent endorsements.

Strata Plan 47432

Lot	Certificate of Title	Lot Status	Part Lot
1	2588/501	Registered	
2	2588/502	Registered	
3	2588/503	Registered	
4	2588/504	Registered	
5	2588/505	Registered	
6	2588/506	Registered	
7	2588/507	Registered	
8	2588/508	Registered	
9	2588/509	Registered	
10	2588/510	Registered	
11	2588/511	Registered	
12	2588/512	Registered	
13	2588/513	Registered	
14	2588/514	Registered	
15	2588/515	Registered	
16	2588/516	Registered	
17	2588/517	Registered	
18	2588/518	Registered	
19	2588/519	Registered	
20	2588/520	Registered	
21	2588/521	Registered	
22	2588/522	Registered	
23	2588/523	Registered	
24	2588/524	Registered	
25	2588/525	Registered	
26	2588/526	Registered	
27	2588/527	Registered	
28	2588/528	Registered	
29	2588/529	Registered	
30	2588/530	Registered	
31	2588/531	Registered	
32	2588/532	Registered	
33	2588/533	Registered	
34	2588/534	Registered	
35	2588/535	Registered	
36	2588/536	Registered	
37	2588/537	Registered	
38	2588/538	Registered	
39	2588/539	Registered	
40	2588/540	Registered	
41	2588/541	Registered	
42	2588/542	Registered	
43	2588/543	Registered	

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NOTICE - The following Schedule 1 and Schedule 2 By-Laws are applicable to Strata Schemes registered on or after 1 May 2020 unless there are registered By-Laws, in which case those registered By-Laws will apply.

STRATA TITLES ACT 1985

SCHEDULES

SCHEDULE 1 & SCHEDULE 2 (s39)

Schedule 1 — Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

(1) The owner of a lot must —

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

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

(1A) The owner of a lot must —

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

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

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[**2.** Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

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

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

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

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

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

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

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

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

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

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

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

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

(a) if the member dies or ceases to be an owner or co-owner of a lot; or

(b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or

(c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or

(d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or

(e) if the member is removed from office under sub-bylaw (8); or

(f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

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

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

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

(12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

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

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

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

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

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

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

(a) in writing, and furnished to the chairperson at the meeting; or

(b) orally by a nominee who is present at the meeting in person or by proxy.

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

(a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;

(b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

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

(a) announce the names of the candidates; and

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

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

(a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

(b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

(c) signing the ballot form; and

(d) returning it to the chairperson.

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

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

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

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

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

(2) A person –

(a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and

(b) may be appointed to 1 or more of those offices.

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

(a) the person ceases to be a member of the council under by-law 4(9);

(b) receipt by the strata company of a written notice of the person's resignation from that office;

(c) another person is appointed by the council to hold that office.

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

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

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

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

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

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

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

(1) At meetings of the council, all matters must be determined by a simple majority vote.

(2) The council may –

(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

(3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.

(4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.

(5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

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

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

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

(c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and

(d) the answering of communications addressed to the strata company; and

(e) the calling of nominations of candidates for election as members of the council; and

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and

(g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

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10. Powers and duties of treasurer of strata company

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

(a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985; and

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

(c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and

(d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[**11-15.** Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

(1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.

(2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

(a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and

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

(c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and

(d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower on common property; or

(b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

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

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]

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6. Depositing rubbish etc. on common property

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

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

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

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

(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

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

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

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

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

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

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

(a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

(a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or

(b) make undue noise in or about the lot or common property; or

(c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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13. Notice of alteration to lot

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

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

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

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

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

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

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Attachment 4

Minutes of the Annual General Meeting

Strata Company for The owners of Waterbird Apartments strata scheme 47432 Strata Plan 47432

Meeting Date	29 Jul 2026		
Meeting Location	Connolly Community Centre (meeting room), 5 Glenelg Place, Connolly, WA, 6027		
Time	05:00 PM	Opened: 5.00 PM	Closed: 06:10 PM
Lots Represented	2 CAMERON MARK WIDIN; LARA NICOLE INGRAM — Proxy: Cameron Widin 4 ELLE LOUIS MATTHEWS — Electronic vote 6 KERI ANNE KEARNEY — Electronic vote 7 PATRICK FRANCIS JONES — Electronic vote 11 BRENDAN JAMES CRAKER; YULIANA CRAKER 12 COLIN GORDON BRUCE; SHARAN PREMELA BRUCE — Electronic vote 17 BETHANY MAE LEADBEATER: CHRISTIAN RHYS JONES 18 NICHOLAS JAMES BERROW HARRIS: SHUI FONG KUAN — Electronic vote 22 LORI TAYLOR; SIMON DAVID GEDDES — Proxy: Jocelyn Shanks 24 CAROLYN LORRAINE MURPHY — Electronic vote 26 RICHARD GORDON THOMSON 27 CHRISTOPHER ANDREW JOHNSTON 28 CHIA-CHI CHANG — Electronic vote 29 BRADLEY FOOTE — Electronic vote 31 KAREN ANN OLLERHEAD; ROBERT MARK OLLERHEAD — Electronic vote 32 KAUSHIK DATTA: BARNALI SEN 33 KALE DANIEL VILE 34 WERNER JOHANN ROBERTS; RACHEL ANN HEIN — Electronic vote 36 PAUL DAMIAN PATERSON; MONETTE PATERSON — Electronic vote 37 MICHAEL ROBERT BRYAN COOK; HEATHER ELIZABETH COOK — Proxy: Jocelyn Shanks 40 KENNETH JAMES TURNER: TANIA MICHELLE TURNER — Electronic vote 42 AUSTEN FREDERICK WATKINS — Electronic vote 43 DAN THOMAS BARKER; SASCHA CLAIRE THOMAS — Electronic vote		
Chairperson	Jocelyn Shanks		
Additional Attendees	Jocelyn Shanks, Competent Strata Assistance		

Motion 1				
Adoption of Minutes	**Ordinary Resolution** Statutory Motion			
That the minutes of the last general meeting represent a true and accurate account of the proceedings of that meeting. **CARRIED**				
VOTES	Yes : 18	No: 0	Abs: 5	Inv: 0

Motion 2				
Election of Council of Owners - Numbers to Serve	**Ordinary Resolution** Statutory Motion			
Many of the functions of the Council of Owners are undertaken by an appointed strata manager including those of Secretary and Treasurer as per the management agreement in place. With advances in email technology many decisions are made by email reply. The positions are unpaid: therefore the workload is minimal with around 1 face-to-face meeting per annum being all that is required for complexes up to 100 lots. All owners whether resident or investors are encouraged to nominate to enable a true representation of the interests of owners. It is preferred that members maintain an email address for expedited and complete communications. Larger complexes generally prefer more members to ensure decisions are not made by only a few owners. That the Strata Company nominates the number of members to serve on the Council of Owners between 3 (minimum) and 7 (maximum). Refer Schedule 1 Governance Bylaws. The Council of Owners nominates six (6) members. **CARRIED**				
VOTES	Yes : 20	No: 0	Abs: 3	Inv: 0

Motion 3				
Election of Council of Owners - Nominations	**Ordinary Resolution** Statutory Motion			
Nomination for positions were received from Cameron Widin (2), Keri Kearney (6), Patrick Jones (7), Brendan Craker (11), Christian Jones (17), Nicholas Harris (18), Richard (Rik) Thomson (26), Chris Johnston (27), Cha-Chi (Edward) Chang (28), Karen Ollerhead (31), Kale Vile (33) and Sascha Thomas (43). As the number of nominations received is greater than the number to serve, a ballot was held. The following owners were appointed to the Council of Owners. Cameron Widin (2), Brendan Craker (11), Christian Jones (17), Richard (Rik) Thomson (26), Chris Johnston (27), and Kale Vile (33). **CARRIED**				
VOTES	Yes : 12	No: 8	Abs: 3	Inv: 0

Motion 4				
Council of Owners Authority	**Ordinary Resolution**			
That the powers and duties of the strata company may be exercised and performed by the council of the strata company as per Sections 116, 117 and 118 of the Strata Titles Act and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council. **CARRIED**				
VOTES	Yes : 18	No: 1	Abs: 4	Inv: 0

Motion 5				
Financial Statements	**Ordinary Resolution** Statutory Motion			
The Financial Statements were included in the agenda. All strata company funds are held in trust with Macquarie Bank in the name of the strata company. To adopt the Financial Statements as presented. **CARRIED**				
VOTES	Yes : 21	No: 0	Abs: 2	Inv: 0

Motion 6				
Insurance - Cost Replacement Estimate	**Ordinary Resolution** Procedural Motion			
Cost replacement estimates are recommended every three to five years at a cost of approximately $2,000.00 per report. That a cost replacement estimate is not obtained and that the limits of cover are set according to the insurer's recommendations when the policy is renewed. **CARRIED** The date of the last report is 26 June 2024				
VOTES	Yes : 18	No: 1	Abs: 4	Inv: 0

Motion 7				
Insurance - Authority to renew	**Ordinary Resolution** Procedural Motion			
That the council be directed to renew the current insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors. **CARRIED**				
VOTES	Yes : 20	No: 0	Abs: 3	Inv: 0

Motion 8				
10 Year Plan	**Ordinary Resolution** Statutory Motion			
The strata company has a 10 year plan dated 24 September 2024 as required by Section 100 of the Strata Titles Act with the next update is due before 24 September 2029. That the plan is reviewed regularly and renewed as required by legislation. **CARRIED**				
VOTES	Yes : 21	No: 0	Abs: 2	Inv: 0

Motion 9				
Unit 2 - Fibre To The Premises (FTTP)	~~**Special Resolution**~~ Resolution without dissent			
The owner of Unit 2 has requested that the strata company consider upgrading the NBN service from Fibre to the Node (FTTN) to Fibre to the Premises (FTTP) for the entire complex. Waterbird Apartments is eligible for this upgrade, and Cameron Widin (Unit 2) has offered to act as the representative for all owners throughout the application process. NBN Co requires an initial design and survey to confirm the scope and method of the upgrade. The cost for this design phase is $275 per lot, which equates to a total cost of $11,825.00 for the complex. If owners approve proceeding with the design phase, a further meeting will be required once the design has been received to consider whether to accept the proposal and move forward with the full FTTP upgrade. The upgrade applies to the entire complex and cannot be completed on an individual unit basis. If approved, a special levy of $11,825.00 calculated at $23.33 per Unit Entitlement (UE total is 507) will be required to fund the works. To approve Cameron Widin as the authorised representative for the FTTP upgrade application process and raise a special levy of $11,825.00. **DEFEATED** The resolution was amended to a Resolution Without Dissent due to Lot boundaries being to the external surface of the wall and conduits being attached to these surfaces. Discussion was held around how to get cabling carried out within existing ducts rather than conduits. Cameron will investigate options for the Council of Owners				
VOTES	Yes : 10	No: 9	Abs: 4	Inv: 0

Motion 10				
Administration Fund Levy	**Ordinary Resolution** Statutory Motion			
The proposed Administration Fund budget was included in the agenda for consideration including levy periods, due dates and amounts due. To accept the proposed budget, levy amounts and due dates as presented. **CARRIED**				
Budget-To raise $186,576.00 for the Administration Fund. Levies payable by each unit to be calculated at the rate of $368.00 per unit entitlement (UE) per annum. Total UE is 507 *Approved levies will become payable quarterly on or before:* *1 July 2026 @ $113.00 per UE (interim levy notice issued)* *1 October 2026 @ $85.00 per UE* *1 January 2027 @ $85.00 per UE* *1 April 2027 @ $85.00 per UE* *1 July 2027 @ $85.00 per UE (interim levy notice)* *The strata company is GST registered*				
VOTES	Yes : 17	No: 2	Abs: 4	Inv: 0

Motion 11	
Reserve Fund Levy	**Ordinary Resolution** Statutory Motion

The proposed Reserve Fund budget was included in the agenda for consideration including levy periods, due dates and amounts due. To accept the proposed budget, levy amounts and due dates as presented. **CARRIED**
Budget - To raise $29,913.00 for the Reserve Fund to accumulate a reserve for future capital works. Levies payable by each unit to be calculated at the rate of $59.00 per unit entitlement (UE) per annum. Total UE is 507 *Approved levies will become payable quarterly on or before:* *1 July 2026 @ $14.00 per UE (interim levy notice issued)* *1 October 2026 @ $15.00 per UE* *1 January 2027 @ $15.00 per UE* *1 April 2027 @ $15.00 per UE* *1 July 2027 @ $15.00 per UE (interim levy notice)* *The strata company is GST registered.*

VOTES	Yes : 17	No: 2	Abs: 4	Inv: 0

Motion 12	
Bylaw repeal - Schedule 1 Bylaw 22	**Resolution Without Dissent**
The following resolution was defeated at the 2018 AGM. "That Schedule 1 bylaw 22 is repealed" based on the owner of Lot 32 (unit 32) obtaining a second storeroom by deceit (stating they did not have a storeroom). At 2018, the owners of Lot 32 had purchased the property in 2018 and were not advised of this anomaly so owners agreed in 2018 to repeal the bylaw on the sale or transfer of Lot 32. The current owners were advised the following prior to their purchase in 2025. *The current owners purchased Lot 32, Unit 32 at Waterbird Apartments with two storerooms (one on title and one on common property) in 2018. The strata plan has a storeroom allocated to unit 32 however the former owner sought a special privilege to an additional storeroom in 2007 stating his lot had no storeroom allocated. An additional storeroom on common property was granted (schedule 1 Bylaw 22) based on incorrect information given by the previous owner. Other owners sought to repeal the bylaw at the 2018 AGM and agreed to allow the current situation to remain until sale or transfer to title of Lot 32 rather than spend strata company funds in the State Administrative Tribunal. On sale of Lot 32, the strata company will again present the repeal of Schedule 1 bylaw 22 to owners at a general meeting. If not supported an application will be made to the State Administrative Tribunal to repeal Schedule 1 bylaw 22.* That Schedule 1 bylaw 22 is repealed and consolidated bylaws registered with Landgate. **CARRIED**	

VOTES	Yes : 19	No: 0	Abs: 4	Inv: 0

Motion 13	
Unit 17 - Outdoor blinds	**Resolution Without Dissent**
The owners of unit 17 have applied to install fixed and retractable outdoor blinds (Windmaster 2.0 T-Rail System (manual spring-loaded operation) with Windmaster 2.0 mesh fabric in Skyline 94 Tan (94% blockout)) to the balconies facing Shoveler Terrace and Waterbird Turn under Section 87 of the Strata Titles Act. The proposal is intended to enhance the amenity of the balcony by providing protection from wind, reducing wind-driven rain entering	

the balcony., providing shade from the sun, protecting outdoor furniture from weather exposure, adding security, and improving the usability of the balcony throughout the year without materially changing the appearance of the building.

The installation consists of a ceiling-mounted headbox, vertical side channels. No fixings into the external sides of the building. The headbox and aluminium components are finished in Birch White, which closely matches the existing building render and minimises their visibility. When the blinds are fully retracted, only the headbox and side channels remain visible. Some of the headbox may not be visible due to structure already in place on the lot.

A key objective of this proposal has been to minimise any visual impact. The selected Skyline 94 Tan fabric was chosen specifically because it closely complements the existing colours of the apartment building rather than creating visual contrast. The blinds are installed behind the existing glazing and handrail, rather than projecting externally.. As they are fully retractable, they can remain open when not required, preserving the existing appearance of the balcony. The proposed installation has been designed to blend with the existing architecture while providing practical weather protection.

The proposed Windmaster 2.0 system has been tested for wind speeds of up to 60 km/h. Installation will be undertaken by the supplier in accordance with the manufacturer's specifications. Product brochure & Technical specifications.. https://www.abcblinds.com.au/blinds/outdoor-blinds/windmaster-blinds
Existing and proposed balcony render showing the completed installation are attached. If approved, the owners of unit 17 (Lot 17) must have the structure professionally installed within the existing balcony opening and behind glass balustrade and be fully retracted when not in use and remove the structure at end of its useful life. **DEFEATED**

Discussion was held around concern raised by owners including the appearance of the Lot, colour and type of fabric, use of gas heaters and the precedent approval of this nature would set. It was agreed at the meeting that a “style guide bylaw” with preferred appearances and caveats would be investigated by the Council of Owners for owners to consider at a future meeting. As there were existing “no” votes, many abstained.

VOTES	Yes : 14	No: 2	Abs: 7	Inv: 0

Other business – referred to the Council of Owners

1. FTTP options (Cam to lead investigations)
2. Style guide (Christian to lead investigations
3. Gutters for balconies to prevent overflows
4. Foyer carpets or other flooring options
5. Gym carpet
6. Foyer upgrades – plastering/painting and windows (resealing and cleaning)

The Council of Owners met after the meeting to appoint office bearers.
Chair: Brendan Craker Secretary: Kale Vile Treasurer: Rik Thomson

Attachment 6

Competent Strata Assistance Pty Limited

PO Box 8413 Angelo Street
South Perth WA 6151

ABN/ACN: 27 163 400 744
Phone: 0488 880 272
Fax: 6141 3101

STRATA COMPANY FEE NOTICE

VICKI MARGARET ROBBINS
2 Agnoleto Court
Bunyip VIC 3815

Tax Invoice

Invoice No: 0002137 **Issue Date:** 28/08/26

Net Amount Payable: **$ 1,100.00**
Due Date: **01/10/2026**

The owner has an obligation to pay fees and charges within 28 days after the date of the notice.

New Charges for Strata Company for SP No. 47432 - ABN: 28 827 960 033

Lot No. 14 **Unit** 14 vicki@kiallahomes.com.au
SC Address: 3 Shoveler Terrace, Joondalup, Western Australia 6027
Lot Liability: 11

Previous Balance: 0.00
Penalty Interest: 0.00
Issued Levies Not Due: 0.00

Description	Transaction Type	Fund	Net	GST	Totals
For the period 01/10/2026 to 31/12/2026	Normal (interim)	Admin	850.00*	$85.00	935.00
For the period 01/10/2026 to 31/12/2026	Normal (interim)	Reserve	150.00*	$15.00	165.00

Arrears/Issued at time of printing **0.00**

Gross Amount **1,100.00**

Net Amount Payable $ 1,100.00

* Penalty interest of 11.00% per annum will apply if not paid by the Due Date.

MACQUARIE BANK | DEFT PAYMENT SYSTEMS

Invoice No: **0002137**

Net Amount Payable: **$ 1,100.00**
Due Date: **01/10/2026**

DIRECT DEBIT

DEFT Reference Number:
2884 1597 9323 8060 0145

Visit **deft.com.au** to pay by direct debit.

BPAY

Biller Code: 96503
Reference: 2884 1597 9323 8060 0145

Mobile & Internet Banking - BPAY*
Make this payment from your preferred bank account.

Important Note:
As of 1 October 2026, DEFT is not accepting card payments.

Post Billpay

*496 288415979 32380600145

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

*Registered to BPAY Pty Ltd ABN 69 079 137 518

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**0031548
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/03/2026 to 11/03/2027 at 4:00pm
The Insured	THE OWNERS OF 3 SHOVELER TERRACE, JOONDALUP SP 47432
Situation	3 SHOVELER TERRACE JOONDALUP WA 6027

Sections

Section 1 – Insured Property

Building: $24,400,000
Common Area Contents: $196,563
Loss of Rent & Temporary Accommodation (total payable): $3,660,000
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: $3,660,000
- Extended Cover - Loss of Rent & Temporary Accommodation: $549,000
- Escalation in Cost of Temporary Accommodation: $183,000
- Cost of Removal, Storage and Evacuation: $183,000

Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $20,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $10,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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).

Flood Cover is included.

Date Printed 06/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

H 327609 MV
05 Jan, 2000 09:16:33 Midland

REG. $ 66.00

MEMORIAL

LODGED BY Fugro Survey Pty Ltd

ADDRESS PO Box 329
WEST PERTH WA 6872

PHONE NO. 9322 4955

FAX NO. 9322 1775

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY Fugro Survey Pty Ltd

ADDRESS (as above)

PHONE NO. FAX NO.

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

Foll 327608
Ream 1C Bundle 5017 (1)4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received items

Nos.

Receiving Clerk

ENDORSING INSTRUCTIONS NE85 - AS To LOT 173 ON PLAN 23893.

EXAMINED

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 Book

Initials of signing officer

REGISTRAR OF TITLES WESTERN AUSTRALIA

CHIEF EXECUTIVE

LANDGATE COPY OF ORIGINAL NOT TO SCALE 16/11/2026 09:33 AM Request number: 70654883

Landgate
www.landgate.wa.gov.au

WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 93718

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS

MEMORIAL

TOWN PLANNING AND DEVELOPMENT ACT 1928

NOTICE IS HEREBY GIVEN THAT THE LAND SET OUT IN THE SCHEDULE HERETO IS LAND TO WHICH SECTION 12A OF THE TOWN PLANNING AND DEVELOPMENT ACT 1928 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
Lot 173 on Plan of Survey 23893	PART	1896	643

1896 643

REGISTERED PROPRIETOR OF LAND

Joondalup Development Corporation of
8 Davidson Terrace Joondalup

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

The amenity of this lot may be affected by the presence of midges from the adjoining lake system.

Dated this 23rd day of December 1999

Public Servant
Ministry for Planning
Perth WA 6000

for C/[illegible]
SECRETARY, WESTERN AUSTRALIAN PLANNING COMMISSION

WITNESS
Rosa Nannizzi

LANDGATE COPY OF ORIGINAL NOT TO SCALE 16/11/2026 09:33 AM Request number: 70654883

Landgate
www.landgate.wa.gov.au

SP47432 BL

FORM B4

M631301 AE

08 May 2014 08:30:00 Midland

REG $ 160.00

LODGED BY First National R/E

ADDRESS PO BOX 492

PHONE No. JOONDALUP WA 6919

FAX No.

REFERENCE No.

ISSUING BOX No. 999L

PREPARED BY

ADDRESS

PHONE No.

FAX 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

Nos. (1)

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.

EXAMINED

REGISTRAR OF TITLES WESTERN AUSTRALIA

LANDGATE COPY OF ORIGINAL NOT TO SCALE 16/11/2026 10:34 AM Request number: 70655447

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FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS
Strata Titles Act 1985
Section 42

The Owners of Waterbird Apartments, Strata Plan 47432 hereby certifies:

That by resolution without dissent duly passed at a meeting of the Strata Company on 20th February 2014 which became unconditional on 20th March 2014 the By-Laws in Schedule 1 of the Act as they applied to the Strata company, were added to as follows:-

ByLaw 23 – Maintenance – Painting of External Surfaces

> Resolve/consider that strata company provide painting maintenance to external parts of the walls of the build that form part of a lot boundary and the external surfaces of all walls that form part of a lot boundary that are visible from outside of the lot and further, recovery of costs in relation to painting maintenance shall be recovered in the same manner and in the same proportionate contribution as the recovery of levies imposed and recoverable under the provisions of Section 36(1) of the Act.

The Common Seal of the Owners of Waterbird Apartments, Strata Plan No 47432 was hereunto affixed on 5th May 2014 in the presence of

Signature

RICHARD THOMSON

Printed Name
Member of Council
L26

The Owners of Waterbird Apartments Strata Plan 47432 ★ COMMON SEAL

Signature

Colleen Hainke-Linsley

Printed Name
Member of Council
L14

The Owners of Waterbird Apartments Strata Plan 47432 ★ COMMON SEAL

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first national
REAL ESTATE
Patience

Address
Shop 1a
Candlewood Village Shopping Centre
Candlewood Boulevard
Joondalup WA 6027
Correspondence
PO Box 492 Joondalup WA 6919

Contact
P (08) 9301 1444
F (08) 9301 1455
E info@patiencerealestate.com.au
W patiencerealestate.com.au

6 May 2014

Landgate
PO Box 2222
MIDLAND WA 6936

Dear Sir/Madam

Please find attached Form 21, cheque for $160.00 for Strata Plan 47432 Owners of Waterbird Apartments.

Any queries please feel free to contact me on 9301 1444.

Kind Regards,
First National Real Estate Patience

Jacqui Patience
Strata Manager

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