

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

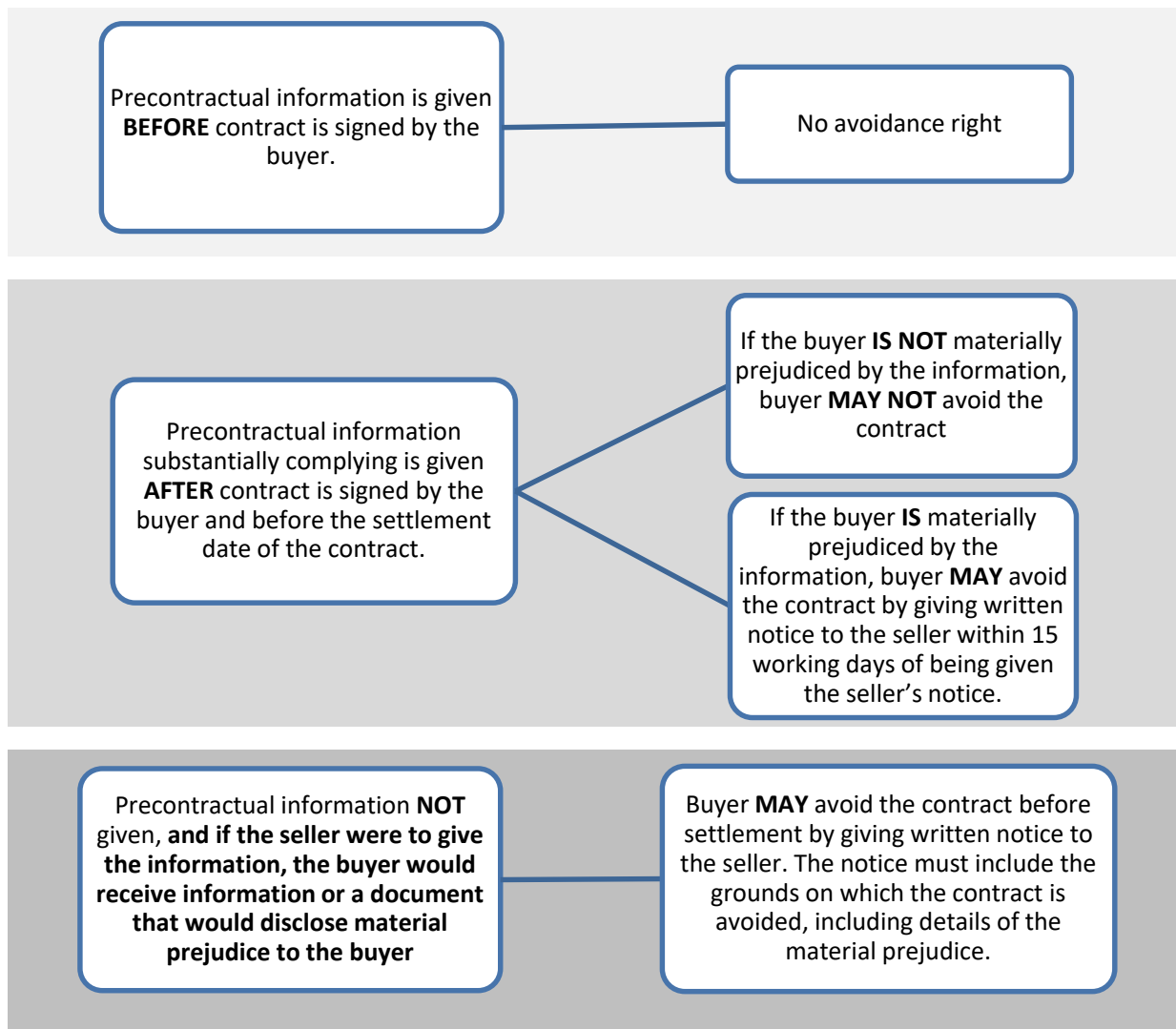
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

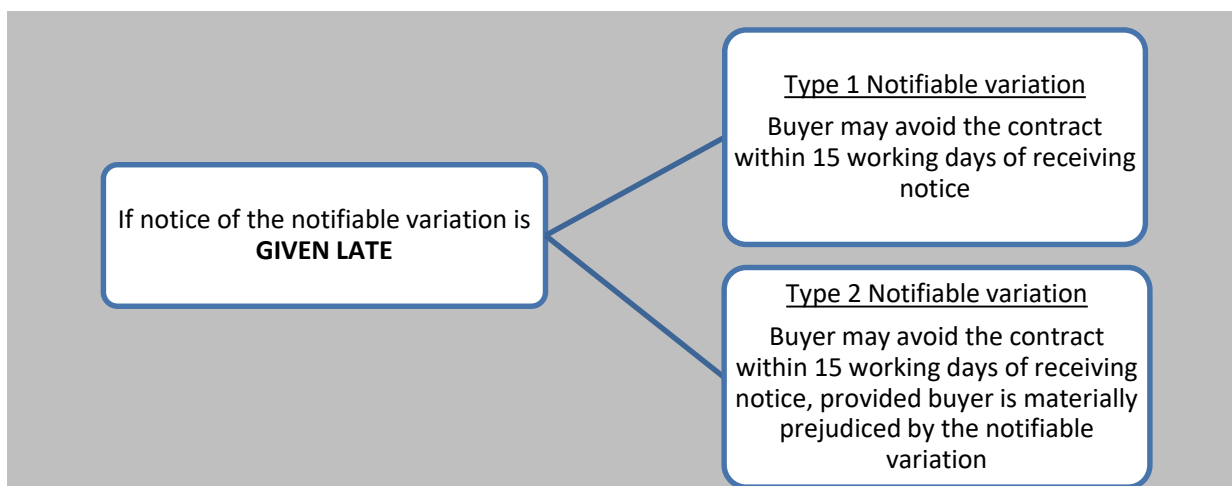
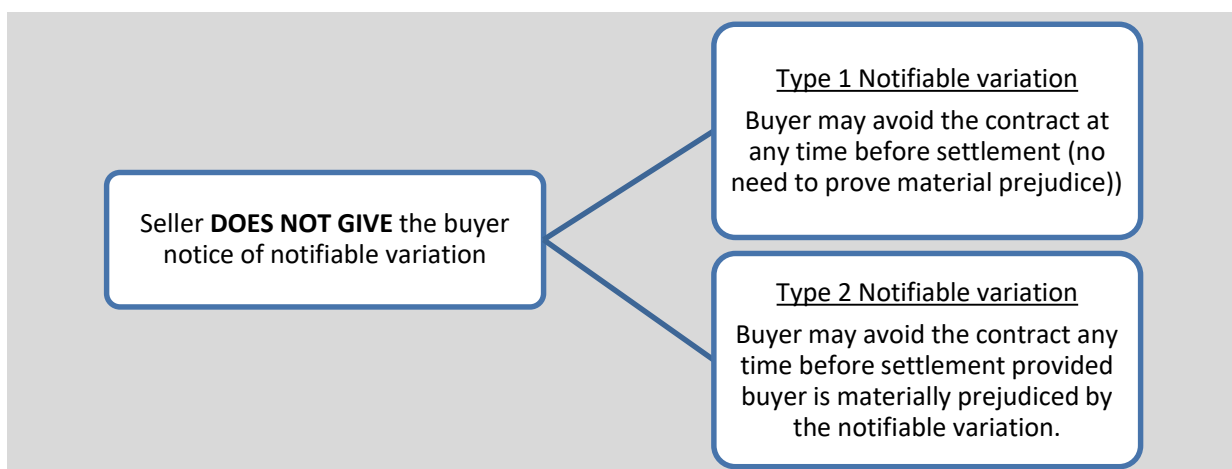
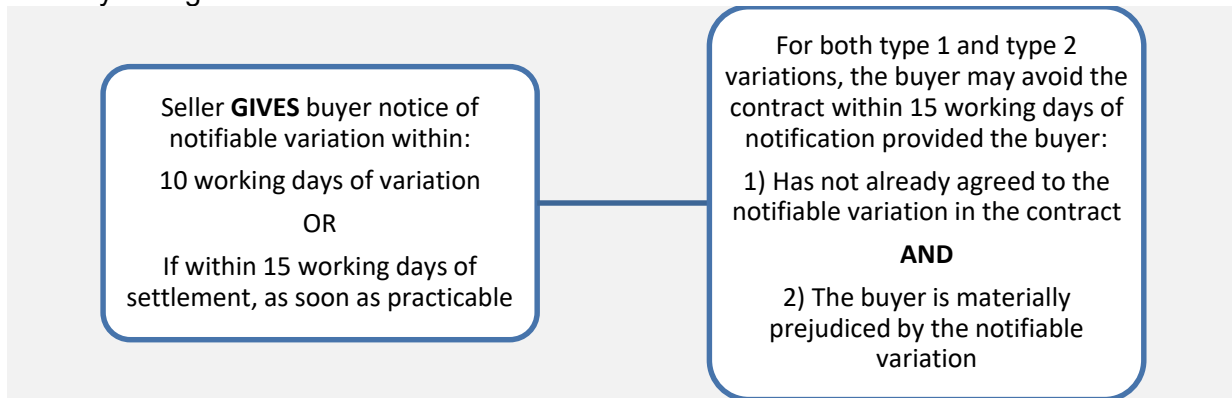
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

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



Disputes to be heard in the State Administrative Tribunal

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name **Parcel Darch Pty Ltd ACN 630 525 807**

Address **Level 1, 301 Vincent Street, Leederville WA 6007**

Telephone/mobile **08 9200 4000**

Email **info@parcelproperty.com.au**

Name **Not applicable.**

Address _____

Telephone/mobile _____

Email _____

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

Scheme Details

Scheme name **Kinmore Green**

Name of the strata company **The Owners of Kinmore Green Survey-Strata
Plan 79536**

Address for service of the strata
company (taken from scheme notice) **Care of Chambers Franklyn Pty Ltd, 47 Cedric
Street STIRLING WA 6021**

Name of Strata Manager **Chambers Franklyn Pty Ltd**

Address of Strata Manager **47 Cedric Street STIRLING WA 6021**

Telephone / Mobile **08 9440 6222**

Email **strata@chambersfranklyn.com.au**

The status of the scheme is:

proposed

registered

The scheme type is:

strata

survey-strata

The tenure type is

freehold

leasehold

For leasehold only:

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

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

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

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

A copy of the scheme by-laws

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

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)

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.

See Att. 1 –
Scheme
Notice

See Att. 2 –
Scheme
Plan

See Att. 3 –
Scheme By-
laws

See Att. 3 –
Scheme By-
laws

See Att. 4 –
Schedule of
Unit
Entitlements

This is a
proposed
survey-
strata
scheme.



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

**This is a
proposed
survey-
strata
scheme.**

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

Additional comments: _____

Termination proposal

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

If yes, attach a copy.

Lot information (choose all that apply)

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)

Not yet known as this is a proposed strata lot.

Lot as detailed in the Offer and Acceptance on scheme plan no. **79536**

(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 **The Seller is appointed as the Buyer's attorney and proxy to exercise any voting right of the Buyer for a period of 12 months after the Settlement Date.**

* 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

Att.



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

	Actual (\$)	<u>OR</u>	Estimated (\$)	12 months after the proposed settlement date
Administrative fund:	_____		_____	
Reserve fund:	_____		_____	
Other levy (attach details)	_____		_____	

**See Att. 5 –
Proposed Levy
Contribution
Schedule**

Actual Estimated total contribution for the lot \$ _____

Payable annually bi-annually quarterly other: _____

Due dates _____ on ____/____/____ _____ on ____/____/____
 _____ on ____/____/____ _____ on ____/____/____

Strata levy/contributions/other debts owing

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

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

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

Additional comments: **Any debt owed by the Seller to the Strata Company will be discharged on or before Settlement.**

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.

**See Att. 6 -
Proposed
Budget**

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

**See Att. 7 -
Strata
Management
Agreement**

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? If yes, attach details including terms and conditions.

no yes

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

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

Signature

Name

Parcel Darch Pty Ltd ACN 630 525 807

Date

___/___/___

Signature

Name

Date

___/___/___

¹ Select one.



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

___/___/___

Attachment 1: Scheme Notice



Scheme Notice

Strata Titles Act 1985
Section 29

Scheme Number: **79536**

Certificate of Title Volume/Folio Number:

Lot 289 on Deposited Plan 427652
Volume Folio

Scheme Name:

Kinmore Green

Address for Service of the Strata Company¹:

Care of Chambers Franklyn Pty Ltd, 47 Cedric Street
STIRLING WA 6021

Email address for Strata Company²:

strata@chambersfranklyn.com.au

Is this a Leasehold Scheme?

Yes / No

Leasehold Scheme Term³:

_____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ An address for service must be an address of a place within Australia – see section 215 of the Act.

² Optional.

³ Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



Execution

Date of Execution: _____

SIGNED by: _____)
)
)
 _____)
 (Name of Attorney))
)
)
 _____)
 (Position held by Attorney))
 as Attorney for)
Parcel Darch Pty Ltd)
ACN 630 525 807)
 in the presence of:) P/A number: O127582

SIGNED by: _____)
)
)
 _____)
 (Name of Attorney))
)
)
 _____)
 (Position held by Attorney))
 as Attorney for)
Parcel Darch Pty Ltd)
ACN 630 525 807)
 in the presence of:) P/A number: O127582

Witness signature:

Name:

Address:

Occupation:

Witness signature:

Name:

Address:

Occupation:



Intentionally left blank



OFFICE USE ONLY

SN Scheme Notice

Lodged by:⁴ **Mills Oakley**

Address: **Level 24**
240 St Georges Terrace
PERTH WA 6000

Phone Number: **08 6167 9800**

Email Address: **theng@millsoakley.com.au**

Reference Number: **TXHP/8166288**

Issuing Box Number: **888V**

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

Prepared by: **Mills Oakley**

Address: **Level 24**
240 St Georges Terrace
PERTH WA 6000

Phone Number: **08 6167 9800**

Email Address: **theng@millsoakley.com.au**

Reference Number: **TXHP/8166288**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

⁴ Lodging Party Name may differ from Applicant Name.

Attachment 2: Scheme Plan

Plan Information

Tenure Type	FREEHOLD
Plan Type	SURVEY-STRATA PLAN
Plan Purpose	Subdivision

Plan Heading

Lots 1-15, 22-35, CP50 and Restrictive Covenant

Strata Scheme Details

Scheme Name	Kinmore Green
Lodgement of scheme by-laws	Yes

Parcel Address

46 Attadale Avenue, Darch WA 6065

Locality and Local Government

Locality	Darch
Local Government	City of Wanneroo

Plan Examined

Examined	Date
----------	------

Planning Approval

Planning Approve Required	WAPC
Reference	874-21

Delegated under S. 16 P&D Act 2005	Date
------------------------------------	------

In Order For Dealings

Subject To	
------------	--

For Registrar of Titles	Date
-------------------------	------

Plan Approved

REG 26A (4)

Inspector of Plans and Surveys	Date
--------------------------------	------

Registered

Application	
-------------	--

Date	Registrar of Titles	Seal
------	---------------------	------

Survey Details

Field Records	
Declared as Special Survey Area	Yes

Survey Method Regulatory Statement

Survey carried out under Reg. 26A Special Survey Area Guidelines. See survey sheet(s) to determine the true final position and type of all survey marks placed for this plan.

Survey Certificate - Regulation 54

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

Licensed Surveyor	Date
-------------------	------

Survey Organisation

Name	VERIS
Address	JOLIMONT WA 6014
Phone	6241 3333
Fax	6241 3300
Email	lodgements.wa@veris.com.au
Reference	635744-I021-RM

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Subject Land Description
Lots 1-15, 22-35 and CP50	DP 427652	Lot 289		

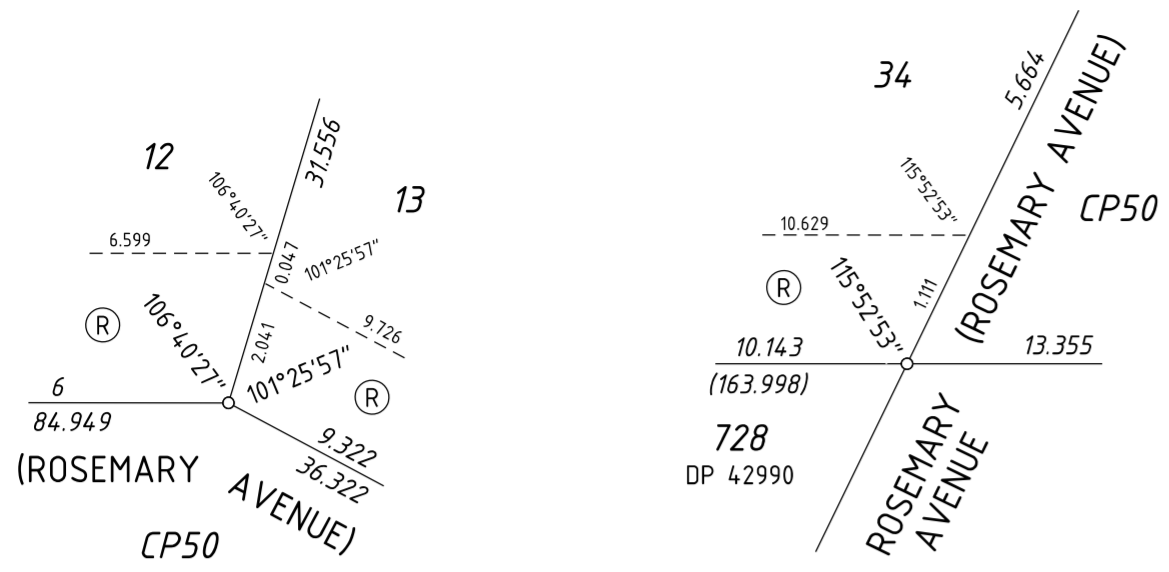
Former Tenure Interests and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(X) TO (Y)	Covenant	Sec 150 of the P & D Act	DP 427652	Lots 15 & CP50	City of Wanneroo	No Road Vehicle Access To & From Adjacent Roads
	Memorial	Contaminated Sites Act 2003	Doc	Lots 1-15, 22-35 & CP50	Department of Water and Environmental Regulation	Remediated for Restrictive Use

New Interests

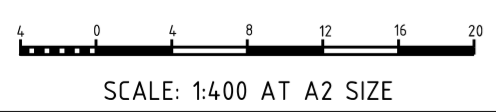
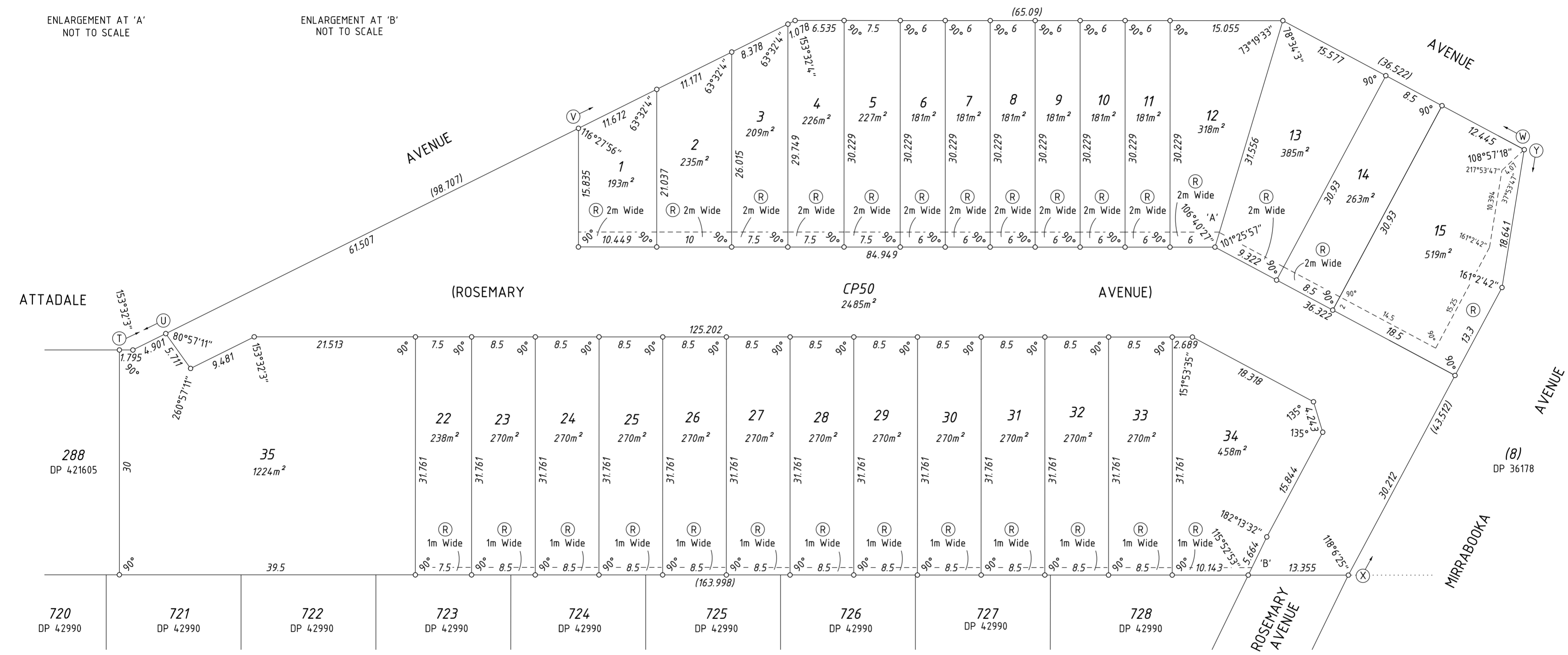
Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(R)	Restrictive Covenant	Sec 136D of the TLA	This Plan & Doc	Lots 1-15 & 22-34	Lots 1-15 & 22-34	Refer document for areas that must not to be developed or constructed on. Excavation below a depth of 2m from the finished surface is not permitted within this lot. This includes excavation/drilling for installation of groundwater bores. Refer to the document for finished surface AHD levels.
(T) TO (U)	Covenant	Sec 150 of the P & D Act	This Plan	Lot 35	City of Wanneroo	No Road Vehicle Access To & From Adjacent Road
(V) TO (W)	Covenant	Sec 150 of the P & D Act	This Plan	Lots 1-15	City of Wanneroo	No Road Vehicle Access To & From Adjacent Road

PRELIMINARY ONLY UNLODGED VERSION SUBJECT TO LANDGATE AUDIT
 This plan is
 -Current as at 18.11.2024
 -Subject to change without notice
 -Not intended for design use, a LANDGATE CERTIFIED
CORRECT copy should be obtained for such purposes.



ENLARGEMENT AT 'A'
NOT TO SCALE

ENLARGEMENT AT 'B'
NOT TO SCALE



**PRELIMINARY ONLY UNLODGED VERSION
SUBJECT TO LANDGATE AUDIT**

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Attachment 3: Scheme By-laws

Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: 79536

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ N/A (strata company); or

(b) For new schemes:

The owner(s)² Parcel Darch Pty Ltd ACN 630 525 807 of land the subject of the plan described as³
Lot 289 on Deposited Plan 427652

Part 2 – Select Option

Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

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

Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

¹ To be completed as “[scheme name + scheme type + scheme number]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months after the closing date) the **additions**/ **amendments**/ **repeal**⁵ to the Governance by-laws were made as detailed here.

and / **or**⁵

By special resolution, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months after the closing date) the **additions**/ **amendments**/ **repeal**⁵ to the Conduct by-laws were made as detailed here.

and / **or**⁵

By ordinary resolution passed on N/A a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

⁵ Select one.



Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

See Annexure A, Schedule 1 Governance By-laws

Conduct by-laws

See Annexure A, Schedule 2 Conduct By-laws

Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant acknowledges that the following governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁶: Schedule 1 by-law 12

**By-law under planning
(scheme by-laws) condition⁷:** N/A

Exclusive use by-laws⁸: N/A
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: N/A N/A

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

SIGNED by: _____)
 _____)
 (Name of Attorney))
 _____)
 (Position held by Attorney))
 as Attorney for)
Parcel Darch Pty Ltd)
ACN 630 525 807)
 in the presence of:) P/A number: O127582

SIGNED by: _____)
 _____)
 (Name of Attorney))
 _____)
 (Position held by Attorney))
 as Attorney for)
Parcel Darch Pty Ltd)
ACN 630 525 807)
 in the presence of:) P/A number: O127582

Witness signature:

Name:

Address:

Occupation:

Witness signature:

Name:

Address:

Occupation:



2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: N/A

The common seal of¹⁴

N/A

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: N/A

Signed for and on behalf of¹⁴ N/A in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council / Strata Manager of strata company¹⁶:

Member of Council / Strata Manager of strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



OFFICE USE ONLY

SB Scheme By-laws

Lodged by:¹⁷ **Mills Oakley**

Address: **Level 24**
240 St Georges Street
PERTH WA 6000

Phone Number: **08 6167 9800**

Email Address: **theng@millsoakley.com.au**

Reference Number: **TXHP/8166288**

Issuing Box Number: **888V**

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

Prepared by: **Mills Oakley**

Address: **Level 24**
240 St Georges Street
PERTH WA 6000

Phone Number: **08 6167 9800**

Email Address: **theng@millsoakley.com.au**

Reference Number: **TXHP/8166288**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹⁷ Lodging Party Name may differ from Applicant Name.

Scheme By-laws – Scheme Number 79536

Consolidated By-laws

SCHEDULE 1 – GOVERNANCE BY-LAWS

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.

2 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-by-law (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-by-law, 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.

3 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.
- (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.
- (5) 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.
- (6) 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.
- (7) 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 (6); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) 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 (7)(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.

- (9) 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.
- (10) 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.
- (11) 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.

4 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 3(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3(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 3(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.

5 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 3(7);
 - (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 3(7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the

council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

6 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.

7 Meetings of council

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

8 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.

9 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.

10 Costs recovery

- (1) An owner will pay on demand the whole of the strata company's costs (including the strata manager's fees, solicitor and own client costs) incurred in relation to any or all of the following:
 - (a) recovering outstanding contributions levied by the strata company on the owner pursuant to either or both sections 43 or 100 of the Act;
 - (b) recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
 - (c) making good any damage to, or attending to the removal of any rubbish, waste and materials brought onto or left on the common property caused by the owner or an invitee of that owner; or
 - (d) all proceedings taken by the strata company against the owner.
- (2) The costs referred to in sub-by-law (1) are recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of these amounts in any court of competent jurisdiction.

11 Financial year

- (1) The financial year for the strata company is the period of 12 months ending on the date before the anniversary of registration of the scheme plan.

12 Staged subdivision by-laws

- (1) In by-laws 12(1) to 12(26) (**Staged Subdivision By-laws**):

Designated Interest has the meaning given to it in the *Strata Titles Act 1985*.

Development Lot means Lot 35 on the Plan.

Land means all of the land comprised within the Plan.

Objection means any objection, challenge, action, demand or claim against:

- (a) the strata company or any of its employees, agents, advisors, contractors, sub-contractors or other authorised representative; or
- (b) an owner, where the context permits.

Plan means the survey-strata plan applying to the strata scheme from time to time.

Planning Commission means the Western Australian Planning Commission.

Regulations means the *Strata Titles (General) Regulations 2019 (WA)*.

Relevant Common Property means the common property:

- (a) adjacent to the Development Lot; and
- (b) any common property accessed or altered by the Scheme Developer to complete the development required for Stage 2, including the installation of infrastructure, other fixtures or utility conduits.

Scheme Developer means the owner from time to time of the Development Lot.

Stage 2 means the stage of the subdivision being a type 4 subdivision as shown on the Stage 2 Plan and includes the Stage 2 Schedule of Unit Entitlements.

Stage 2 Plan means the proposed amendment of the Plan to include Stage 2 attached to these by-laws as Annexure 1.

Stage 2 Schedule of Unit Entitlements means the proposed schedule of unit entitlements for Stage 2 attached to these by-laws as Annexure 2.

Staged Subdivision means the development and subdivision of the strata scheme in Stage 2 as referred to in the Staged Subdivision By-laws and all works and associated matters relating to this.

STATUTORY WARNING REQUIRED UNDER THE ACT

- (2) The Staged Subdivision By-laws:
 - (a) do not bind the Planning Commission or a local government or any other public authority to give a planning approval for Stage 2. Any of these authorities may not approve or may require changes before approving Stage 2; and
 - (b) do not bind the Scheme Developer to undertake the subdivision of Stage 2.

General

- (3) The stage of subdivision that is agreed to occur is Stage 2.
- (4) The amendment of the Plan that will occur when Stage 2 is completed as specified in the Stage 2 Plan.
- (5) The amendments to the schedule of unit entitlements that will be made on completion of Stage 2 are specified in the Stage 2 Schedule of Unit Entitlements.
- (6) The lot that will be affected by the registration of the Stage 2 Plan is the Development Lot.
- (7) The common property that will be affected by the registration of the amendment of the Plan as provided in the Stage 2 Plan is the Relevant Common Property.
- (8) It is intended by the Scheme Developer that:

- (a) development may occur on the Development Lot to enable the Development Lot to be subdivided through a type 4 subdivision into 5 lots as depicted on the Stage 2 Plan; and
 - (b) the strata scheme be subdivided to coincide with the type 4 subdivision as depicted in the Stage 2 Plan.
- (9) Notwithstanding any other by-laws, the Scheme Developer (or any agent authorised by the Scheme Developer) may (but is not obliged to) without the approval of the strata company or any other owner or encumbrance holder in respect of a lot:
- (a) enter the Land; and
 - (b) construct on:
 - (i) the Development Lot all the townhouses, structures, facilities and infrastructure, as the Scheme Developer determines (in its discretion); and
 - (ii) the Relevant Common Property all facilities, utility conduits and infrastructure as the Scheme Developer determines (in its discretion),
 that it is lawfully permitted to do so and whether in a staged manner or otherwise.
- (10) For the avoidance of doubt, Schedule 2 by-laws 1, 2, 5, 10 and 11(b) do not apply to the Scheme Developer in relation to the Staged Subdivision.

Staged subdivision in accordance with plans and specifications

- (11) The Strata Scheme may be amended through a type 4 subdivision, by registration of an amendment of the Plan as disclosed in the Stage 2 Plan and subject to variations authorised under section 36 of the Act and regulation 50 of the Regulations.
- (12) The Scheme Developer may elect to register amendments to the Plan on a staged basis instead of registering one amendment to create all of the Lots contemplated in the Stage 2 Plan.
- (13) For the purpose of section 11(2)(a), 56(2)(c)(ii) and 57(3)(a) of the Strata Titles Act the boundaries of each lot in the Strata Scheme that are to be altered or created by the amendment of the Plan referred to in sub-bylaw (11) are defined in the Stage 2 Plan.
- (14) For the purpose of section 42(2)(a)(ii) of the Strata Titles Act, the unit entitlement of each lot and the proposed aggregate unit entitlement of the lots in the Strata Scheme following the amendment of the Plan referred to in sub-bylaw (11) are disclosed in the Stage 2 Schedule of Unit Entitlements.
- (15) For the purpose of section 37(5)(b) of the Act, regulation 53(4)(d) of the Regulations and sub-bylaw (14), the Stage 2 Schedule of Unit Entitlements are certified by a licenced valuer.
- (16) The strata company and every owner unconditionally and irrevocably approves of and consents to the amendment of the Strata Scheme as contemplated in the Staged Subdivision By-laws.

Strata company and owner approval

- (17) If requested by the Scheme Developer, the strata company must:

- (a) do all things required of it under section 35 and 38 of the Strata Titles Act in order to enable the amendment of the Plan and the associated amendment of the Schedule of Unit Entitlements referred to in by-laws 12(11) and 12(12) (as the case may be) to be registered including (without limitation):
 - (i) affixing the seal of the strata company to the application for registration of an amendment of a scheme plan effecting subdivision (**Application to Amend Scheme Plan**);
 - (ii) if an amendment of a Plan detailed in by-law 12(11) is to be registered, by providing confirmation in the Application to Amend Scheme Plan that the amendment of the Plan sufficiently complies with the Staged Subdivision By-laws as determined in accordance with section 36 of the Strata Titles Act and regulation 50 of the Regulations;
 - (iii) completing and returning to the Scheme Developer all other parts of the Application to Amend Scheme Plan that it is required to complete and return; and
- (2) do all other things required of it from the Scheme Developer (Acting reasonably) in order to enable the amendment of the Plan and the associated amendment of the schedule of unit entitlements referred to in by-laws 12(11) or 12(12) (as the case may be) to be registered and for the Scheme Developer to proceed with any matter contemplated or referred to in by-laws 12(1) to 12(26).

Structural alteration in relation to staged subdivision

- (18) For the purposes of section 88 of the Act:
 - (a) the strata company and every owner unconditionally and irrevocably approves of and consents under section 89(6)(a) (if any such approval is required) of the Strata Titles Act to the construction of townhouses and other improvements on the Development Lot and any Lots created from the subdivision of the Development Lot in any manner determined by the Scheme Developer; and
 - (b) the Strata Company acknowledges that if any approval is required under section 88 of the Act that the Staged Subdivision By-laws are sufficient evidence of the application for the approval of the structural alteration of the Development Lot and any Lots created from the subdivision of the Development Lot complying with section 89(1) of the Act.

Approvals for staged subdivision

- (19) All owners and the strata company consent to the Scheme Developer:
 - (a) applying for any approvals required under the *Building Act 2011 (WA)* to complete the development and subdivision;
 - (b) applying for any subdivision approval required under sections 15 and 19 of the Act in the manner detailed in the Staged Subdivision By-laws; and
 - (c) applying for any development approval to undertake development on:
 - (i) the Development Lot; or

(ii) Relevant Common Property.

- (20) The strata company, any owner and any occupier is not entitled to make any Objection to the Scheme Developer exercising its rights under the Staged Subdivision By-laws.
- (21) The strata company and each owner agrees to do all acts and things necessary on the part of the strata company and the owner to facilitate the execution of the works by the Scheme Developer in the manner detailed in the Staged Subdivision By-laws.

Development works

- (22) Neither the strata company nor any owner nor any person with a registered interest or Designated Interest in any lot will interfere in any way with, and must do all things reasonably required by the Scheme Developer in relation to (including the signing of any documents), any of the following:
- (a) the Scheme Developer (or any agent authorised by the Scheme Developer) implementing any works on the Development Lot including, without limitation, by utilising such part of the common property as the Scheme Developer considers necessary or desirable to implement such works;
 - (b) the Scheme Developer applying for any approvals and consents from any relevant authorities for the Staged Subdivision of the Development Lot;
 - (c) the Staged Subdivision of the strata scheme as contemplated in By-laws 12(1) - 12(25); and
 - (d) the Scheme Developer proceeding with any matter contemplated or referred to in by-laws 12(1) - 12(25).
- (23) An owner agrees and acknowledges construction works may be ongoing on the Land and the Development Lot as a result of the Staged Subdivision and this may cause disruption to the owner's use and enjoyment of the owner's lot and the common property.
- (24) The Scheme Developer (and its authorised agents) are not required to comply with any by-laws that:
- (a) limit, or negatively impact upon, the development or subdivision of the Development Lot (as reasonably determined by the Scheme Developer); or
 - (b) are inconsistent with by-laws 12(1) - 12(25).
- (25) Neither the strata company nor any owner is entitled to make any Objection to the Scheme Developer exercising its rights under by-laws 12(1) - 12(25).

Amendments to by-laws on registration of the amendment of the Plan

- (26) For the purpose of regulation 53(5) of the Regulations and these by-laws:
- (a) by-laws 12(1) - 12(25) will cease to have effect; and
 - (b) the remainder of the by-laws will continue to have effect,
- on the registration of the amendment of the Stage 2 Plan as contemplated in these Staged Subdivision By-laws.

SCHEDULE 2 – CONDUCT BY-LAWS

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.

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.

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.

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.

5 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.

6 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.

7 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.

8 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.

9 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.

10 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.

11 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.

12 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.

13 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.

14 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.

15 Use of Lots

- (1) Subject to by-laws 16(1) to 16(4) an owner will only use their lot as a residence.

16 Leasing of lots

- (1) An owner may grant a lease or similar occupancy right over its lot to a residential tenant that uses the lot as its settled or usual place of abode.
- (2) Any lease or occupancy right granted under by-law 16(1) may only be granted for a fixed period that is equal to or greater than 3 months or as a period residential tenancy unless the owner otherwise satisfies the strata company that the lot will be used by the tenant as its settled or usual place of abode.
- (3) For the avoidance of doubt, an owner is not entitled to, and will not grant, any lease or similar occupancy rights over its lot on a short term or holiday letting basis.
- (4) Without limiting by-law 16(2), if an owner grants a lease or similar occupancy right for its lot, the owner will:
- (a) promptly give the strata company notice of the full name of each tenant and details of the owner's managing agent for its lot (if any);
 - (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these by-laws; and
 - (c) subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.

Annexure 1 – Stage 2 Plan

Plan Information

Tenure Type	FREEHOLD
Plan Type	Survey - Strata Plan
Plan Purpose	Re-subdivision - Type 4

Plan Heading

Lots 17 - 21

Strata Scheme Details

Scheme Name	Kinmore Green
Lodgement of scheme by-laws	Yes

Parcel Address

46 Attadale Avenue, Darch WA 6065

Locality and Local Government

Locality	Darch
Local Government	City of Wanneroo

Plan Examined

Examined	Date
----------	------

Planning Approval

Planning Approve Required	WAPC
Reference	874-21

Delegated under S. 16 P&D Act 2005	Date
------------------------------------	------

In Order For Dealings

Subject To	
------------	--

For Registrar of Titles	Date
-------------------------	------

Plan Approved

REG 26A (4)

Inspector of Plans and Surveys / Authorised Land Officer	Date
--	------

Registered

Application	
-------------	--

Date	Registrar of Titles	Seal
------	---------------------	------

Survey Details

Field Records	
Declared as Special Survey Area	Yes

Staged Subdivision Compliance

I have determined that this plan is/is not a significant variation to staged by-law(s) no.(s) registered on in compliance with regulations 14, 49(4) & 50 of the Strata Titles (General) Regulations 2019.

Survey Method Regulatory Statement

Survey carried out under Reg. 26A Special Survey Area Guidelines.

Survey Certificate - Regulation 54

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

Licensed Surveyor	Date
-------------------	------

Survey Organisation

Name	VERIS
Address	JOLIMONT 6014
Phone	6241 3333
Fax	6241 3300
Email	lodgements.wa@veris.com.au
Reference	635744-I021-PJB

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Subject Land Description
Lots 17 - 21	SP 79536	Lot 35		

Former Tenure Interests and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
Ⓣ to Ⓤ	Covenant Memorial	Sec 150 of the P & D Act Contaminated Sites Act 2003	DP 427652 Doc	Lot 17 Lots 17 - 21	City of Wanneroo Department of Water and Environmental Regulation	No Road Vehicle Access to & from Adjacent Roads Remediated for Restrictive Use

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
Ⓡ	Restrictive Covenant	Sec 136D of the TLA	This Plan & Doc	Lots 17 - 21	Lots 17 - 21	Refer document for areas that must not to be developed or constructed on. Excavation below a depth of 2m from the finished surface is not permitted within this lot. This includes excavation/drilling for installation of groundwater bores. Refer to the document for finished surface AHD levels.

**PRELIMINARY ONLY UNLODGED VERSION
SUBJECT TO LANDGATE AUDIT**

This plan is
-Current as at 18.11.2024
-Subject to change without notice
-Not intended for design use, a LANDGATE CERTIFIED
CORRECT copy should be obtained for such purposes.



VERIS
(08) 8241 3333
www.veris.com.au

SP79536-I021-635744-SP1 - all lots.dgn FP-635744-024-VER 1.0
V:\PROJECTS\06\635\635744\04-Spatial\SD\SP79536 - 635744-I021 - Stage 2\SP79536-I021-635744-SP2.dgn

ADDITIONAL SHEETS

SHEET SHEETS

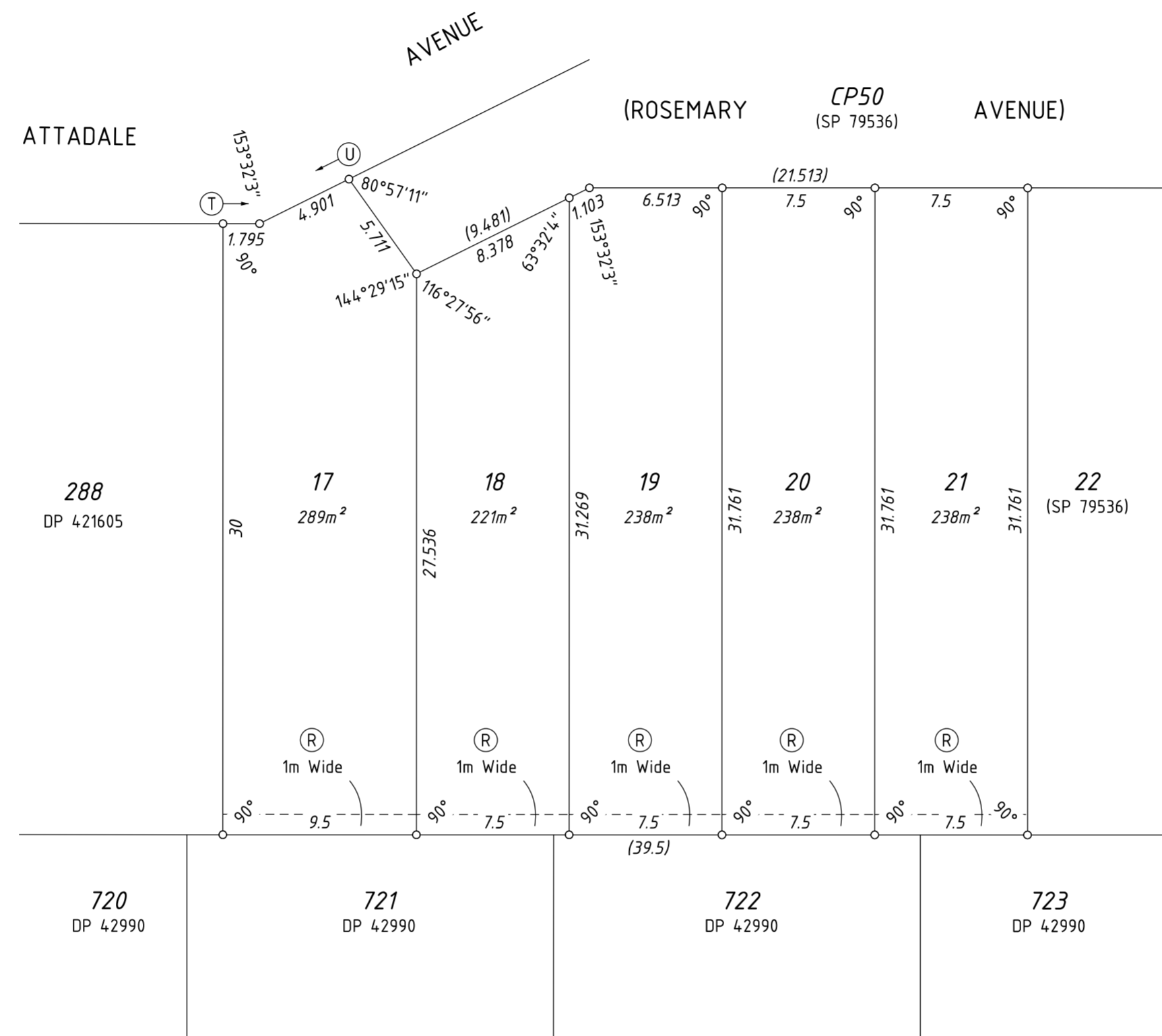
VERSION NUMBER

1 OF 2

1

SURVEY - STRATA PLAN

79536



SCALE: 1:250 AT A2 SIZE

**PRELIMINARY ONLY UNLODGED VERSION
SUBJECT TO LANDGATE AUDIT**

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 -Current as at 18.11.2024
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 FP-635744-024-VER 1.0

ADDITIONAL SHEETS

SHEET SHEETS
 2 OF 2

VERSION NUMBER
 1

SURVEY - STRATA PLAN
 79536

Annexure 2 – Stage 2 Schedule of Unit Entitlements

Schedule of Unit Entitlements

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Scheme Number: Survey Strata Plan 79536

Scheme Address: Proposed Survey Strata lots1-35 Attadale Avenue, Darch

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
1	26	22	28						
2	28	23	31						
3	27	24	31						
4	28	25	31						
5	28	26	31						
6	25	27	31						
7	25	28	31						
8	25	29	31						
9	25	30	31						
10	25	31	31						
11	25	32	31						
12	28	33	31						
13	38	34	46						
14	31								
15	56								
17	34								
18	27								
19	28								
20	28								
21	28								

Sum of the unit entitlements of all lots in the strata titles scheme: 1000

CERTIFICATE OF LICENSED VALUER

I, James Sholdas, being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

Complete for staged subdivision only:

I have determined that in the Schedule of Unit Entitlements above there is / is not¹ a significant variation of the kind described in Regulation 49(1)(a) of the *Strata Titles (General) Regulations 2019* to the proposed Schedule of Unit Entitlements in the agreed stage of subdivision in staged subdivision by-laws number(s) _____ registered on _____.

03-Jul-2024

Date



Licensed Valuer Signature

¹ Select one

Attachment 4: Schedule of Unit Entitlements

Schedule of Unit Entitlements

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Scheme Number: Survey Strata Plan 79536

Scheme Address: Proposed Survey Strata lots1-35 Attadale Avenue, Darch

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
1	26	27	31						
2	28	28	31						
3	27	29	31						
4	28	30	31						
5	28	31	31						
6	25	32	31						
7	25	33	31						
8	25	34	46						
9	25	35	145						
10	25								
11	25								
12	28								
13	38								
14	31								
15	56								
22	28								
23	31								
24	31								
25	31								
26	31								

Sum of the unit entitlements of all lots in the strata titles scheme: 1000

CERTIFICATE OF LICENSED VALUER

I, James Sholdas, being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

Complete for staged subdivision only:

I have determined that in the Schedule of Unit Entitlements above there is / is not¹ a significant variation of the kind described in Regulation 49(1)(a) of the *Strata Titles (General) Regulations 2019* to the proposed Schedule of Unit Entitlements in the agreed stage of subdivision in staged subdivision by-laws number(s) _____ registered on _____.

03-Jul-2024

Date



Licensed Valuer Signature

¹ Select one

Attachment 5: Proposed Levy Contribution Schedule

For the Owners of

Kinmore Green, 26 Driver Road, Darch

Strata Plan Number: 79536

For the period "to be advised"

PROPOSED ADMINISTRATIVE LEVY & RESERVE LEVY CONTRIBUTIONS

Lot Number	Unit Entitlement	Annual Admin Levy	Quarterly Admin Levy	Annual Reserve Levy	Quarterly Reserve Levy	Total Annual	Total Quarter
1	26	499.20	124.80	26.00	6.50	525.20	131.30
2	28	537.60	134.40	28.00	7.00	565.60	141.40
3	27	518.40	129.60	27.00	6.75	545.40	136.35
4	28	537.60	134.40	28.00	7.00	565.60	141.40
5	28	537.60	134.40	28.00	7.00	565.60	141.40
6	25	480.00	120.00	25.00	6.25	505.00	126.25
7	25	480.00	120.00	25.00	6.25	505.00	126.25
8	25	480.00	120.00	25.00	6.25	505.00	126.25
9	25	480.00	120.00	25.00	6.25	505.00	126.25
10	25	480.00	120.00	25.00	6.25	505.00	126.25
11	25	480.00	120.00	25.00	6.25	505.00	126.25
12	28	537.60	134.40	28.00	7.00	565.60	141.40
13	38	729.60	182.40	38.00	9.50	767.60	191.90
14	31	595.20	148.80	31.00	7.75	626.20	156.55
15	56	1,075.20	268.80	56.00	14.00	1,131.20	282.80
17	34	652.80	163.20	34.00	8.50	686.80	171.70
18	27	518.40	129.60	27.00	6.75	545.40	136.35
19	28	537.60	134.40	28.00	7.00	565.60	141.40
20	28	537.60	134.40	28.00	7.00	565.60	141.40
21	28	537.60	134.40	28.00	7.00	565.60	141.40
22	28	537.60	134.40	28.00	7.00	565.60	141.40
23	31	595.20	148.80	31.00	7.75	626.20	156.55
24	31	595.20	148.80	31.00	7.75	626.20	156.55
25	31	595.20	148.80	31.00	7.75	626.20	156.55
26	31	595.20	148.80	31.00	7.75	626.20	156.55
27	31	595.20	148.80	31.00	7.75	626.20	156.55
28	31	595.20	148.80	31.00	7.75	626.20	156.55
29	31	595.20	148.80	31.00	7.75	626.20	156.55
30	31	595.20	148.80	31.00	7.75	626.20	156.55
31	31	595.20	148.80	31.00	7.75	626.20	156.55
32	31	595.20	148.80	31.00	7.75	626.20	156.55
33	31	595.20	148.80	31.00	7.75	626.20	156.55
34	46	883.20	220.80	46.00	11.50	929.20	232.30
1000	19,200.00	4,800.00	1,000.00	250.00	20200.00	5050.00	

Attachment 6: Proposed Budget

PROPOSED ADMIN BUDGET

For the Owners of

Kinmore Green, 26 Driver Road, Darch

Strata Plan Number: 79536

For the period "to be advised"



Chambers Franklyn

STRATA MANAGEMENT

Expected Income

Levies Due -- Admin *(due and payable quarterly, in advance)* 19,200.00

TOTAL EXPECTED INCOME 19,200.00

Anticipated Expenditure

Admin - Management Fees - Standard 6,000.00

Admin - Meeting fees 330.00

Admin - Administration fee 1225.00

Insurance Premium 5,000.00

Maint Building - 10 Year Maintenance Plan 1,000.00

Maint Grounds - Lawns & Gardening *(i.e. verge & carpark trees)* 3,500.00

Utility - Electricity consumption *(common power - security gate, reticulation)* 1,000.00

Utility - Water consumption *(common water - reticulation)* 1,000.00

TOTAL ANTICIPATED EXPENDITURE 19,055.00

Anticipated surplus for period 145.00

Attachment 7: Draft Strata Management Agreement



APPOINTMENT TO ACT AS STRATA MANAGER OF A STRATA COMPANY

This contract dated the 3rd day of February 2025

Between:

Strata Company

The Owners of Kinmore Green
Strata Scheme No. 79536
Address: 26 Driver Rd Darch WA 6065
ABN: TBA

Chambers Franklyn Pty Ltd trading as Chambers Franklyn Strata Management hereinafter referred to as ("the Strata Company") being a body corporate constituted pursuant to section 14 of the Strata Titles Act 1985, as amended (hereinafter referred to as "the Act").

Strata Management Company

Name:
Address: 47 Cedric Street Stirling, Western Australia 6021
ABN: 84 097 174 671
Email: strata@chambersfranklyn.com.au

hereinafter referred to as ("the Strata Manager")

The Strata Company acknowledges having received the declaration of Prescribed Educational Requirements and Criminal Record as attached in Schedule 5 (Page 13 & 14) prior to executing this contract.

Signed by Strata Company: Date:

1. APPOINTMENT & DELEGATION

1.1

- (a) The Strata Company has resolved to appoint the Strata Manager as its agent for the management of the Strata Company to perform the scheme functions as delegated by the Strata Company.
- (b) The Strata Company delegates the agreed services to the Strata Manager, subject to clause 1.4
- (c) The Strata Manager accepts the appointment and delegation and agrees to undertake the agreed services

1.2

The Strata Company may request the Strata Manager to accept a delegation of and perform any or all of the additional services for the additional services fee.

1.3

The Strata Manager at its absolute discretion may elect not to accept a delegation of the requested additional services.

1.4

The parties acknowledge that the delegations to the Strata Manager in clauses 1.1(b) and clause 1.2 do not:



- (a) constitute a delegation by the Strata Company of its power to:
 - (i) make a delegation under the Act or the Regulations to the Act or the By-laws; or
 - (ii) make a decision on a matter required by the Act or the Regulations to the Act or the By-laws to be decided by the Strata Company; or
 - (iii) make a determination relating to the levying or payment of contributions;
 - (iv) terminate contracts for services or amenities under section 115 of the Act;
 - (v) commence proceedings in the State Administrative Tribunal or in a Court;
 - (vi) apply the common seal of the strata company;

or

- (b) prevent the Strata Company or the Council from exercising all or any of the Agreed Services or Additional Services.

1.5 The strata manager will provide the strata company with written reports concerning the strata manager's performance of the scheme functions under this contract as set out in Schedule 3. ("Performance Reports")

1.6 The strata manager will maintain professional indemnity insurance as specified in Schedule 5.

2. FEES & CHARGES

2.1 The Strata Company shall from the commencement of the appointment

- (a) pay the fee for the agreed services to the Strata Manager as set out in Schedule 1
- (b) pay the fees for the additional services to the Strata Manager as set out in Schedule 1 as directed by the Strata Company.

2.2 The fee for the agreed services is payable in equal monthly instalments.

2.3 The fee for the additional services is payable at the end of the month in which the additional service is performed.

2.4 The Strata Company will also pay to the Strata Manager further fees for Sundries as set out in Schedule 1, such fees are payable in equal monthly instalments unless otherwise stated and agreed.

2.5 The Strata Manager may apply funds from the Strata Company's pooled ADI account towards payment of the Strata Manager accounts for fees, costs and expenses.

3. VARIATION OF FEES AND CHARGES

The agreed services fee, additional services fees and other charges specified in Schedule 1 shall be increased as per the approved Strata Company budget on each review date as specified in Schedule 1.



4. TERMINATION OF APPOINTMENT OF THE STRATA MANAGER

4.1 The termination of the appointment of the Strata Manager before the end date specified in Schedule 1 can only be effected by one or more of the following acts or events occurring:

4.1.1 by mutual agreement by both parties in writing and the Strata Company paying to the Strata Manager the equivalent Management Fee for the remaining Term;

4.1.2 the Strata Manager at any time by giving two (2) months' notice;

4.1.3 an order of the State Administrative Tribunal (SAT) terminating this contract, an order to appoint an administrator to the strata scheme or an order to terminate the strata scheme;

4.1.4 If the Strata Company is satisfied that there are proper grounds for termination of this Strata Management Contract;

4.1.4.1 by a special resolution of the Strata Company at a general meeting may terminate this Contract by giving the Strata Manager written notice of termination:

a) Specifying the date (being not less than 28 days after the date of the notice) on which the termination will take effect; and

b) Inform the Strata Manager of the right to apply to the State Administrative Tribunal for review of the decision to terminate the Contract.

4.1.4.2 Before the Strata Company terminates the Contract under clause 4.1.4.1, the Strata Company must give the Strata Manager show cause notice which must:

a) Be in writing; and

b) State that the Strata Company proposes to terminate the Contract; and

c) Specify the grounds on which it is proposed to terminate the Contract, and

d) Set out particulars of the facts relied on as evidence of those grounds; and

e) Invite the Strata Manager to make written submissions to the Strata Company as to why the Contract should not be terminated; and

f) Specify the period (being at least 14 days after the date of the notice) within which written submissions must be received by the Strata Company.

4.1.4.3 The Strata Company must give proper consideration to any written submissions made by the Strata Manager within the period specified in the show cause notice.

4.1.5 The Strata Manager is a Chapter 5 body corporate within the meaning in the *Corporations Act 2001* (Commonwealth) section 9.



- 4.1.6 The Strata Manager, or a director or chief executive officer of the Strata Manager, is convicted in Western Australia of an offence punishable by imprisonment for 12 months or longer and the Strata Company is satisfied that the offence affects the Strata Manager's suitability to perform the Strata Manager's functions.
- 4.1.7 The Strata Manager, or a director or chief executive officer of the Strata Manager, is convicted outside Western Australia, in Australia or elsewhere, of an offence that, if it had been convicted in Western Australia, would be punishable by imprisonment for 12 months or longer and the Strata Company is satisfied that the offence affects the Strata Manager's suitability to perform the Strata Manager's functions.

4.2 Upon termination:

- a) The Strata Company must pay all monies due and owing under the Contract to the Strata Manager within 14 days of termination;
- b) The Strata Manager within twenty-eight (28) days of termination must deliver to the Strata Company:
- i. All statements of income, expenditure and balance sheets up until the end of the Contract;
 - ii. All Strata Company funds, records and other Strata Company documents;
 - iii. All access details, and bank accounts to the Strata Company and otherwise arrange service and utility charges are redirected to the Strata Company.

5. CONTRACTORS

The Strata Manager is authorised to contract with whatever persons, firms, organisations or companies it may deem necessary to carry out the agreed services or additional services or repair and maintenance work as required by Regulations 90 and 91.

6. AUTHORITY OF PAYMENT TO THE STRATA MANAGER

The Strata Manager is authorised to disburse funds of the Strata Company for the purpose of:

- 6.1 Carrying out the agreed services or additional services;
- 6.2 Paying monies in accordance with a budget approved by the Strata Company;
- 6.3 Payment of insurance premiums;
- 6.4 Payment of sums required for the repair and maintenance of common property or personal property pursuant to section 91 of the Act;
- 6.5 Payment of audit, accountants or legal fees;
- 6.6 Payment of all other day to day expenses incurred by the Strata Company;
- 6.7 Upon written notification from the Council of Owners to transfer excess funds into any form of investment as permitted under the Strata Titles Act 1985, such investment is to be in the name of the Strata Company. The Strata Manager is not authorised to give any financial or investment advice.



7. BANKING AUTHORITY TO THE STRATA MANAGER

The Strata Manager is authorised to operate banking facilities for the funds of the Strata Company. All funds will be held in a pooled ADI account operated by the Strata Manager. The Strata Manager agrees that such an account will be held with an authorised banking institution registered in Australia.

8. LIABILITY OF THE STRATA MANAGER AND INDEMNITY BY STRATA COMPANY

8.1. The Strata Company acknowledges that:

- (a) the Strata Titles Act 1985 confers responsibility on the Strata Company for the management, control, maintenance, repair, renewal and replacement of the Common Property; and
- (b) if, as part of the Agreed Services or the Additional Services, the Strata Manager is required to carry out a function of the Strata Company relating to the management, control, maintenance, repair, renewal or replacement of the Common Property:
 - (i) the responsibility of the Strata Manager for the management, control, maintenance, repair, renewal or replacement of specific property is limited to those specifically identified services the Strata Company requests the Strata Manager to carry out in respect of that specific property; and
 - (ii) the Strata Manager has no liability for any loss arising from any inherent defect or damage in the Common Property or any disrepair, defect or danger in the Common Property that is not the subject of a request under clause 8.1(b)(i).

8.2 The Strata Manager is not liable to the Strata Company if the Strata Manager fails to do any act it is obliged to do under this contract if that failure is caused by the Strata Company's failure to make the appropriate decision in relation to such act or to make sufficient money available to the Strata Manager to enable the Strata Manager to carry out its obligations.

8.3 The Strata Company indemnifies the Strata Manager against all Losses relating to or arising from the performance by the Strata Manager of its obligations under this contract, unless the Loss is caused by the Strata Manager's negligence.

9. ASSIGNMENT BY STRATA MANAGER

9.1 This contract may be transferred by the Strata Manager if the Strata Company Council of Owners approve such transfer.

9.2 The Strata Company Council of Owners must decide any such request for transfer within 28 days of receiving a request from the Strata Manager.

9.3 If approval is given the Strata Company agrees to permit the Strata Manager to transfer all of the Strata Company records including any monies held to the appointed transferee.

9.4 The terms & conditions of this contract will continue to remain the same until one of the following occurs.

- (a) Both parties agree in writing to any changes
- (b) The contract expires.



9.5 The Strata Company must not:

- (a) unreasonably withhold approval to the transfer, or
- (b) require or receive a fee or any other consideration for approving the transfer (other than reimbursement for any legal expenses reasonably incurred by the Strata Company in relation to the application for its approval)

10. STRATA MANAGER'S DISCLOSURE

10.1 The Strata Company acknowledges that the Strata Manager may be offered rebates, discounts and commissions in the course of providing the agreed & additional services:

10.2 The Strata Manager shall not demand, retain or receive a Commission unless:

- (a) the Strata Manager has disclosed the nature of the Commission to the Strata Company, and
- (b) the Strata Company has consented to the Strata Manager retaining the Commission.

10.3 The Strata Company shall not unreasonably withhold its consent to the Strata Manager seeking and retaining any commission, which is disclosed to the Strata Company in accordance with this clause.

11. INSURANCE SERVICES

The Strata Manager is an authorised representative of various insurance companies as specified in Schedule 4 and the Strata Manager receives a commission as specified in Schedule 4 from companies listed and by executing this contract the Strata Company consents to the Strata Manager receiving this commission.

The Strata Company acknowledges that:

- (a) The Strata Manager is qualified to only give general advice and information about insurance to the Strata Company and not personal advice
- (b) If the Strata Company requires specialist insurance advice the Strata Manager can refer the Strata Company to an insurance advisor.
- (c) If the Strata Manager recommends that the insurance should be placed with the insurers, the Strata Company acknowledges and agrees that the recommendation is general advice only and not personal advice.
- (d) All proprietors should read the product disclosure statement before making a decision to purchase that insurance.
- (e) If at any time during the period of the contract, the strata company enters into an agreement with a broker or insurer that the strata manager is not an authorised representative or distributor for and does not remunerate the strata manager for the work involved with the insurance services as per the agreed services then the insurance services will be deemed to be additional services and additional service fees will apply as per schedules 1 & 2.



12. GST

- 12.1 If GST is or will be imposed on a supply made under or in connection with this Contract, the supplier may, to the extent that the consideration otherwise provided for that supply under this Contract is not stated to already include an amount in respect of GST on the supply:
- a) Increase the consideration otherwise provided for that supply under this Contract by the amount of that GST; or
 - b) Otherwise recover from the recipient the amount of the GST.
- 12.2 The recovery of any amount in respect of GST by the supplier under this Contract is subject to a Tax Invoice being issued to the recipient in respect of the supply to which the GST relates. Subject to any other provision, the recipient must pay any amount in respect of GST within seven (7) days of the issue of the relevant Tax Invoice to the recipient
- 12.3 Costs required to be reimbursed or indemnified under this Contract must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

13. Notices

- 13.1 In this clause the term "Notice" includes any notice, demand, consent or authority given or made to any person under this Contract and the term "Address" means the address shown on the Strata Company's Strata Plan, or the address of the Strata Manager in this Contract as the case may be.
- 13.2 A Notice to a Party:
- a) Must be in writing;
 - b) Must be addressed to the party to whom it is being sent;
 - c) May be given or made by:
 - i. Personally delivering it to the Address; or
 - ii. Addressing it to that party and posting it to the Address;
 - iii. Transmitted by email to that party's email address;
 - iv. It will be deemed to be given or made:
 - A. If by personal delivery, when delivered;
 - B. If by post, on the second business day following the date of posting the Notice;
 - C. On the business day of transmission.
 - d) May be:
 - i. Executed by the party giving the Notice; or
 - ii. Signed by the solicitor, Strata Company, Strata Company Manager or other agent of that party giving the Notice;
 - a. A certificate executed by the party or signed by the solicitor, Strata Company, Strata Manager or other agent of that party sending the Notice to the effect that the Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that the Notice was given or made on the date and time state.



14. Act Prevails

14.1 Whilst:

- a) The Act applies to this Contract;
- b) Any provision of the Act conflicts with a provision of this Contract; and
- c) Under the Act, that provision prevails;

each conflicting provision of this Contract is deemed to be amended or deleted (as the case may be) to the extent necessary to enable this Contract to comply with the Act, and/or its Regulations, as amended from time to time.

15. Legal Relationship

- 15.1 The legal relationship between the Strata Company and the Strata Manager is that of a principal and independent contractor and neither the Strata Manager nor any of its employees or agents may be regarded as an employee, agent or partner of the Strata Company.

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SCHEDULE 1

Term

Three years from the commencement date and then from month to month until terminated by the Strata Company or the Strata Manager in accordance with clause 4 of this contract.

Start Date: 03/02/2025

End Date: 03/02/2028

Review Date: The Strata Company Annual General Meeting

FEES

(all fees are inclusive of GST)

Agreed Services Fee:	\$ 6,000.00 per annum
Administration fee	\$ 1,225.00 per annum
<small>(Photocopies, Software, Data Protection etc.)</small>	
Submeter invoices	\$ 6.60 per invoice per lot (as applicable)
Postage and Courier fees	\$ at cost
Debt Recovery Fees:	
Stage 1	\$ 5.00 per notice issued
Stage 2	\$ 15.00 per notice issued
Stage 3	\$ 30.00 per notice issued
Under CoO Instruction, notification and claim lodgement with a lawyer	\$55.00 per notice issued
Additional services fees:	
All Required Meetings & Voting	\$ 330.00 per 1 st hour then \$82.50 per quarter hour
GST (BAS) Information preparation	\$ 330.00 per return
Tax Return Information	\$ 330.00 per return
Insurance services	\$ 330 per hour
11 e Insurance renewal fees	\$ 1,500 to \$ 5,000 subject to Strata Scheme
Archive Fee	\$ 66.00 per annum
Risk Management	\$ 99.00
Bylaw Consolidation	\$ 820.00 (indexed with Landgate fee increases)
Bylaw Lodgement	\$ 250.00 (indexed with Landgate fee increases)
Landgate search fees	\$ 38.00 (indexed with Landgate fee increases)
Management Handover	\$ 660.00 <small>(At expiry or termination of this agreement)</small>
Other duties not listed	\$ 175.00 per hour during business hours \$ 330 outside of business hours
ADI Accounts	fees as charged by the bank
Sections 107, & 109	\$ fees as prescribed
Section 110 Certificates	\$ fees as prescribed

SCHEDULE 2

AGREED SERVICES

ACCOUNTING SERVICES

1. Establish and maintain the required bank account(s)
2. Issue contribution notices
3. Pay creditors invoices on behalf of Strata Company
4. Pay disbursements and expenses incurred in connection with Strata Manager's management.
5. Provide financial reports as agreed
6. Provide reconciled accounts including statement of income and expenditure report.
7. Assist with the preparation of the administrative fund budget
8. Assist with the preparation of the reserve fund budget
9. Record money received and deposited to the credit of the Strata Company
10. Maintain wage & related records required by law in respect of employees or contractors of the Strata Company and prepare & file associated returns.
11. Investing the Strata Company's funds as instructed and approved by the Council of Owners and in a manner consistent with the Strata Company's cash flow requirements.

INSURANCE (see clause 11 e of the contract)

1. Prepare and lodge routine insurance claims
2. Arrange insurance valuation as requested
3. Obtain quotes for insurance renewal as requested
4. Submit quotes to the Council and renew insurance as instructed

SECRETARIAL

1. Maintain the strata roll and minute book
2. Maintain correspondence file
3. Record and retain notices required under the Act
4. Maintain custody of the common seal
5. Attend to routine communication
6. Refer to Council correspondence, inquiries, complaints and requests for information from proprietors, residents and others who may have dealings with the Strata Company
7. Preparing & issuing certificates under sections 107, 109 & 110 (1) (2) of the Act, furnishing information and supervising inspections.

BY-LAWS

1. Answer queries from the Council regarding Scheme By-laws

REPAIRS & MAINTENANCE

1. Arrange for normal day to day maintenance, repair and replacement of the Common Property as authorised by the Council of Owners.
2. Obtain quotes for the repair, and replacement of routine maintenance as instructed by the Council of Owners

ADDITIONAL SERVICES

ANNUAL GENERAL MEETINGS

1. Prepare and distribute notices & minutes of Annual General Meetings via email and strata scheme portal
2. Arrange for a venue for meetings (cost of the venue to be borne by Strata Company)
3. Attend Annual General Meetings
4. Act (upon request by, or in the absence of, the Chairman) as Chairman of any meeting of the Strata Company.

COUNCIL MEETINGS

1. Prepare and distribute notices and minutes of Council meetings via email and strata scheme portal
2. Attend Council meetings when invited

EXTRAORDINARY GENERAL MEETINGS

1. Prepare and distribute notices and minutes of Extraordinary General Meetings via email and strata scheme portal
2. Attend Extraordinary General Meetings
3. Act (upon request by, or in the absence of, the Chairman) as Chairman of any meeting of the Strata Company.

REPAIRS AND MAINTENANCE (NON-ROUTINE)

1. Arrange building inspections (by third parties) and reports on non-routine repairs
2. Obtain quotes and liaise with suppliers regarding non-routine repair, maintenance, renewal or replacement of common property
3. Liaising with builders & consultants

INSURANCE (see clause 11 e of the contract)

1. Prepare and lodge routine insurance claims.
2. Arrange insurance valuation as required
3. Obtain quotes for insurance renewal as requested.
4. Submit quotes to the Council and renew insurance as instructed
5. Prepare and lodge non-routine insurance claims
6. Administer claims and other activities involved in liaison with loss adjustors and other related activities

ACCOUNTING

1. Prepare additional financial reports or reports to specific requirements
2. Monitor and arrange for recovery of contribution arrears
3. Assist the auditor in providing accounts and records
4. Provide GST and other accounting information to the accountant

BY-LAWS AND LEGAL

1. Serve contravention notices to comply with By-laws
2. Attend the scheme for by-law enforcement
3. Prepare and issue notices for breaches of the By-laws
4. Assist the Strata Company in tribunal or court proceedings
5. Arrange drafting of By-laws, amendments to By-laws and/or by-law reviews
6. Liaise with solicitors and give instructions in accordance with resolutions of the Strata Company regarding amendments to the By-laws
7. Arrange for registration of By-laws
8. Provide copies of By-laws to Councillors, proprietors tenants and/or letting agents



OTHER SERVICES

1. Arrange security and concierge services
2. Arrange access for contractors
3. Manage a greater volume of inquiries from proprietors than is reasonable
4. Solicit building condition surveys and scheduled maintenance programs
5. Arrange and supply archiving facility
6. Any other services (that are not Agreed Services) that can be provided by the Strata Manager including, but not limited to, hiring and management of Strata Company employees

SCHEDULE 3

Performance Reports

Performance Reports will be provided to the Strata Company upon a request in writing from the Council of Owners at a frequency of not more than once per Strata Company financial year. The report may contain a summary of the performance of any of the functions under the contract as outlined in Schedule 2 and will not exceed 12 months of data preceding the date of request. The Strata Manager may apply a fee for this report depending on the contents and time taken to prepare.

SCHEDULE 4

The Strata Manager is an authorised representative/distributor of the following insurance providers or originators:

- QBE Insurance (AUST) Ltd & Mercantile Mutual Insurance (Australia) Limited (AFSL No. 243261).
- Strata Community Insurance Agencies Pty Ltd (AFSL No. 45778), who act on behalf of the insurers Allianz Australia Insurance Ltd (AFSL No. 234708).
- Body Corporate Brokers Pty Ltd (AFSL No. 244529)
- Lync Insurance Brokers (AFSL No. 305491) with the authority to deal in general insurance products.

As an authorised representative/distributor Chambers Franklyn Strata Management undertakes the insurance related services under the agreed services in schedule 2 and is remunerated up to 20% commission on the base premium (excluding government taxes, duties, and levies) payable by the insurer on placement of your insurance policy. The commission is included in the cost of the product and is not calculated in addition to the cost of the product.

Chambers Franklyn Strata Management's Agreed Services Fee in Schedule 1 is directly correlated and calculated according to our receiving commissions. In the event the Strata Company insures with an alternative insurer other than the insurers or brokers mentioned in Schedule 4 then the additional service fees as per clause 11 e will apply.



Andrew Chambers, Director of Chambers Franklyn Pty Ltd is a director and via a related entity, is a minor shareholder in the following entities: Property Lync Partners T/A Property Lync Insurance Brokers

Where we recommend any of the above entities to clients of Chambers Franklyn Strata Management the related entity may indirectly receive dividends from the profits of those entities, however, any amount received is not guaranteed and is dependent on a share of profits from these entities.

We only recommend products where we feel they are appropriate to our client’s needs. Irrespective of any of the before mentioned agreements we are maintaining our relationship with all our supporting suppliers and would always seek to place business in the best interest of our clients.

If in acting as Strata Managers, we are notified of an insurance-related defect and as agents or distributors we are required to disclose the defect to the insurer, we will not neglect our duty or responsibility based on advice from the Council of a Strata Company not to notify the insurer of the defect.

SCHEDULE 5

DECLARATIONS

Prescribed Educational Requirements

The Strata Manager warrants the following:

- (a) the principal of the business of the strata manager, or a designated person in relation to the strata manager who has a key role in performing scheme functions, has or will obtain and hold the prescribed educational qualifications by the end of the transition period as stated in the Strata Titles General Regulation 2019.
- (b) the strata manager will, on the written request of the strata company, provide evidence to the strata company that each person who is a principal of the business of the strata manager, or a designated person in relation to the strata manager who has a key role in performing scheme functions, holds the prescribed educational qualifications.

Professional Indemnity

The Strata Manager warrants that the following professional indemnity insurance is held as of the start date of the contract.

Insurer:	QBE Insurance (Australia) Ltd
Policy Number:	7077 70465 PID
Policy Limit:	\$ 5,000,000 (Five Million Dollars) in any one claim
Policy Start Date:	30 June 2024
Policy End Date:	30 June 2025

Criminal Record

Refer to the attached Statutory declaration Page 14



Statutory Declaration

in Accordance with Section 12 of the *Oaths, Affidavits and Statutory Declarations Act 2005*

I, **ANDREW DAVID CHAMBERS**, of 3 / 47 Cedric Street, Stirling in the State of Western Australia, Director sincerely declare as follows:

1. Qualification Statement
 - 1.1 In accordance with the *Strata Titles Act 1985* and the *Strata Titles {General} Regulations 2019* the following details are provided to the Strata Company.
2. Principal
 - 2.1 The Principal of Chambers Franklyn Pty Ltd ("**Chambers Franklyn Strata Management**") is me, Andrew David Chambers.
3. Criminal Record Statement
 - 3.1 I declare that Chambers Franklyn Strata Management has obtained national criminal record checks in accordance with Regulations 90, 92 & 93 of the *Strata Titles {General} Regulations 2019* of its directors and all of its staff including the Designated Person and that those checks are less than 3 years old and furthermore that those checks have revealed **NO** convictions. Chambers Franklyn Strata Management warrants that it will obtain national criminal checks every three years and should these checks reveal convictions that those convictions are notified to the Council of the Strata Company.
4. This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.
5. This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005* at Stirling on the 3rd day of May 2023 by –

The said Declarant:



ANDREW DAVID CHAMBERS

Before me {Person authorised to take declarations):



Witness Full Name: *David Neil Snell*
Address: *2/47 Cedric Street Stirling*
Occupation: *Licensed Real Estate Agent*



EXECUTED on behalf of the Strata Company by:

Council Member Name: _____

Date _____

Signature: _____

Council Member Name: _____

Date _____

Signature: _____

SIGNED by the Strata Manager
For and on behalf of Chambers Franklyn Pty Ltd /as
Chambers Franklyn Strata Management

Name: _____

Signature: _____

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