

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

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

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot ~~Deposited~~/Survey/Strata/~~Diagram~~/~~Plan~~ Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>
MORTGAGE BROKER (NB: If blank, can be any) <input type="text"/>	
LATEST TIME: 4pm on: <input type="text"/>	
AMOUNT OF LOAN: <input type="text"/>	
SIGNATURE OF BUYER <input type="text"/>	

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

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

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

- (a) the Finance Application has been rejected; or
(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

- (a) an Approval Notice; or
(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

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

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

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

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

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
 - (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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



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

SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Carole Frost as Enduring Power of Attorney for George Edward Johnson		
Address	7 Dortmund Gardens		
Suburb	Piara Waters	State	WA
Postcode	6112		
Name			
Address			
Suburb		State	
Postcode			

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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01/25

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

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

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

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Carole Frost as Enduring Power
of Attorney for George Edward Johnson

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

4/74 Carbeen View, Piara Waters WA 6112

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

4/74 Carbeen View, Piara Waters WA 6112

- 1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) []/[]/[] OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Activity" means evidence of the presence of current Timber Pests.
9.2 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
9.7 "Repair" means the Work necessary to repair any Damage.
9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
[Signature lines for Buyer and Seller]

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2938

853

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 4 ON SURVEY-STRATA PLAN 76865

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

GEORGE EDWARD JOHNSON OF UNIT 4 74 CARBEEN VIEW PIARA WATERS WA 6112

(T N986876) REGISTERED 14/9/2018

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

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. N263445 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 22/3/2016.
3. COVENANT BURDEN CREATED UNDER SECTION 150 P&D ACT TO CITY OF ARMADALE - SEE SURVEY-STRATA PLAN 76865

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

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

STATEMENTS:

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

SKETCH OF LAND: SP76865
PREVIOUS TITLE: 2898-516
PROPERTY STREET ADDRESS: UNIT 4 74 CARBEEN VIEW, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

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.

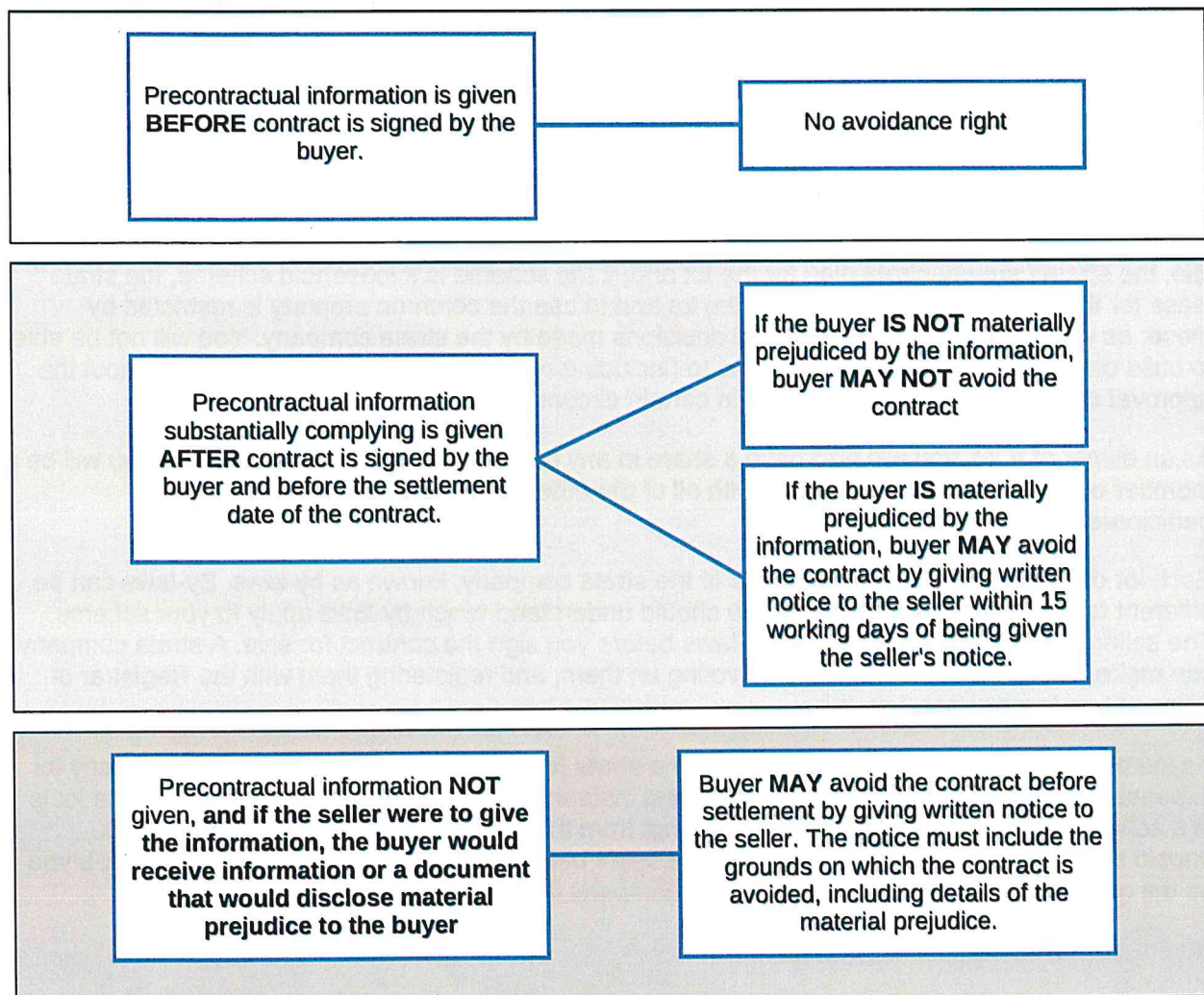
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

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



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.

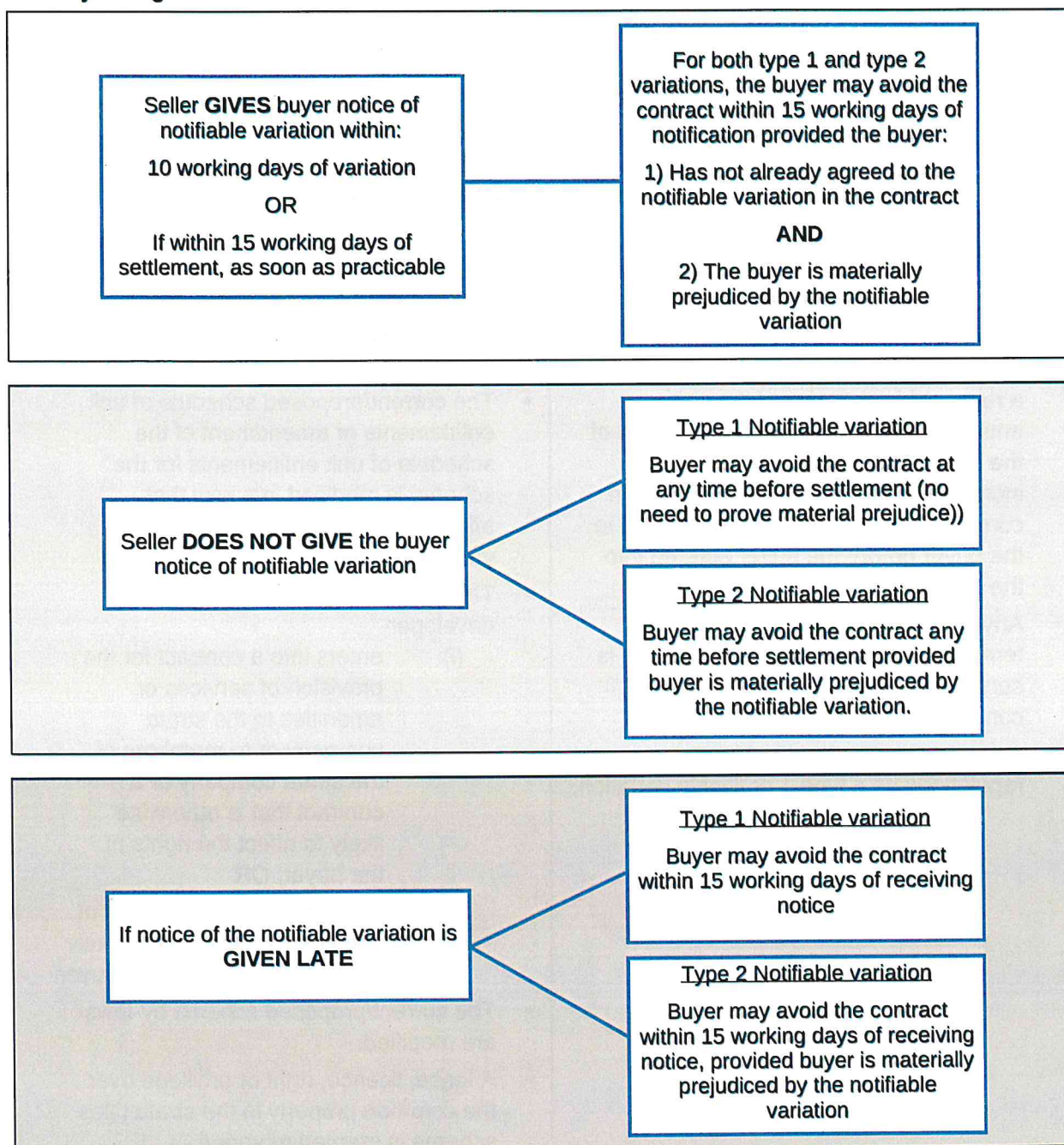
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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 Carole Frost as Enduring Power of Attorney for George Edward Johnson

Address 7 Dortmund Gardens, Piara Waters WA 6112

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 74 Carbeen View, Piara Waters

Name of the strata company 74 Carbeen View, Piara Waters

Address for service of the strata company (taken from scheme notice) 74 Carbeen View, Piara Waters WA 6112

Name of Strata Manager _____

Address of Strata Manager _____

Telephone/Mobile _____

Email _____

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☐ strata

☒ survey-strata

The tenure type is

☒ freehold

☐ leasehold

For leasehold only:

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

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

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

Att.

Scheme Documents (must be attached)

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

N/A

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

Att 1

A copy of the scheme by-laws

Att 3

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

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

☐ If yes, they are included with this form

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

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

Att 2

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

Additional comments: _____

Minutes (choose one option)

Not provided by Strata



☐ 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)

Not provided by Strata



☐ The statement of accounts last prepared by the strata company

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

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

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

Additional comments: _____

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

N/A

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

UNIT 4/74 CARBEEN VIEW PIARA WATERS WA 6112

Lot 4 on scheme plan no. 76865

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

Voting right restrictions

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

☒ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

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

☒ no ☐ yes

If yes, please give details _____

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

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

☐ Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	_____		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____
<input type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ _____		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input type="checkbox"/> quarterly <input type="checkbox"/> 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 \$ N/A

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: _____

Scheme developer specific information

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

Att. _____

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

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

 CAROLE TROST ACTING POA

Name

George Edward Johnson

Date

24/04/25

Signature

Name

Date

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

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

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

Signature

Name

Date

Signature

Name

Date

¹ Select one.

SURVEY-STRATA PLAN		VER.	AMENDMENT	AUTHORISED BY	DATE
76865					
<p>SURVEY CARRIED OUT UNDER REG 26A SPECIAL SURVEY AREA GUIDELINES</p> <p>LIMITED IN DEPTH TO 60.96 METRES</p>					
PLAN OF	<p>LOT 124 ON DP 408854</p> <p>CERTIFICATE OF TITLE</p> <p>VOLUME: 2988 FOLIO: 516</p> <p>LOCAL GOVERNMENT</p> <p>CITY OF ARMADALE</p> <p>FIELD RECORD</p> <p>141980</p>				
NAME OF SCHEME	<p>74 CARBEEN VIEW, PIARA WATERS</p>				
ADDRESS OF PARCEL	<p>74 CARBEEN VIEW, PIARA WATERS 6112</p>				
MANAGEMENT STATEMENT	<p>YES</p>				
<p>SURVEYOR'S CERTIFICATE - Reg 54</p> <p>I, Simon WOOD hereby certify that this plan is accurate and is a correct representation of the -</p> <p>(a) survey, and</p> <p>(b) all other information measurements recorded in the field records</p> <p>undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.</p> <p><i>Simon Wood</i> <small>Digitally signed by Simon Wood email=simon.wood@landgate.com.au DN: cn=Simon Wood, o=Landgate, ou=Landgate, email=simon.wood@landgate.com.au, c=AU</small></p>					
LICENSED SURVEYOR	<p>DATE</p> <p>LOGGED</p> <p>4-October-2017 \$1,353.00 290930</p> <p>DATE FEE PAID ASSESS No.</p> <p>EXAMINED</p> <p>1-Nov-17 DATE</p>				
<p>WESTERN AUSTRALIAN PLANNING COMMISSION</p> <p>W.A.P.C. REF: 71 - 17</p> <p>Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985</p> <p><i>ABorn</i> <small>Digitally signed by ABorn email=aborn@landgate.com.au DN: cn=ABorn, o=Landgate, ou=Landgate, email=aborn@landgate.com.au, c=AU</small></p>					
<p>Delegated under S.16 P.D. Act 2005</p> <p>20-Nov-2017 DATE</p> <p>PLAN APPROVED</p> <p><i>ABorn</i> <small>Digitally signed by ABorn email=aborn@landgate.com.au DN: cn=ABorn, o=Landgate, ou=Landgate, email=aborn@landgate.com.au, c=AU</small></p>					
<p>INSPECTOR OF PLANS AND SURVEYS (S.18 Licensed Surveyors Act 1909)</p> <p>21-Nov-17 DATE</p>					
<p>SUBJECT TO</p> <p>Lodgement of Management Statement, Sec 136C of the TLA.</p> <p><i>ABorn</i> <small>Digitally signed by ABorn email=aborn@landgate.com.au DN: cn=ABorn, o=Landgate, ou=Landgate, email=aborn@landgate.com.au, c=AU</small></p>					
<p>FOR REGISTRAR OF TITLES</p> <p>APPLICATION TO REGISTER STRATEGIC STRATA PLAN</p> <p>21-Nov-17 DATE</p>					
<p>REGISTERED</p> <p>N734641</p> <p>APPLICATION</p> <p>21.11.2017</p> <p>DATE REGISTRAR OF TITLES SEAL</p>					
<p>76865</p> <p>21.11.2017</p> <p>DATE REGISTRAR OF TITLES SEAL</p>					

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
①	COVENANT	SEC 150 OF THE P.D. ACT	DP 408854	SURVEY-STRATA LOTS 1 TO 14 & CP15	CITY OF ARMADALE	NO ROAD VEHICLE ACCESS TO AND FROM ADJACENT ROAD
②	EASEMENT (TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE)	SEC 136C OF THE TLA	THIS PLAN	SURVEY-STRATA LOT 13	SURVEY-STRATA LOT 14	

○ DENOTES PEG
 ● PAINT MARK ON FENCE
 ▲ DENOTES REMAINING WALL UNLESS NOTED OTHERWISE

ENLARGEMENT "A" (NOT TO SCALE)

ENLARGEMENT "B" (NOT TO SCALE)

ENLARGEMENT "C" (NOT TO SCALE)

ENLARGEMENT "D" (NOT TO SCALE)

ENLARGEMENT "E" (NOT TO SCALE)

ENLARGEMENT "F" (NOT TO SCALE)

ENLARGEMENT "G" (NOT TO SCALE)

ENLARGEMENT "H" (NOT TO SCALE)

SCALE 1:400 AT A2

0 20

SURVEY-STRATA PLAN No. 76865							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	68						
2	68						
3	68						
4	68						
5	68						
6	68						
7	84						
8	73						
9	75						
10	68						
11	64						
12	64						
13	77						
14	87						
CP15	Common Property			Aggregate	1,000		


DESCRIPTION OF PARCEL

Fourteen residential lots and One common property lot
situated on Lot 124 on Deposited Plan 406854.
The address is 74 Carbeen View, Piara Waters, WA, 6112.

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

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

22-Aug-2017
Date

 Digitally signed by
Darren Starceвич
AAPI Licensed Valuer
No. 44415
Signed

FORM 8

[illegible]

Note: Entries may be affected by subsequent endorsements.

Survey Strata Plan 76865

Lot	Certificate of Title	Lot Status	Part Lot
1	2938/850	Registered	
2	2938/851	Registered	
3	2938/852	Registered	
4	2938/853	Registered	
5	2938/854	Registered	
6	2938/855	Registered	
7	2938/856	Registered	
8	2938/857	Registered	
9	2938/858	Registered	
10	2938/859	Registered	
11	2938/860	Registered	
12	2938/861	Registered	
13	2938/862	Registered	
14	2938/863	Registered	
15	N/A	Registered	

STRATA TITLES ACT 1985**SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

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

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

1. Duties of owner

- (1) The owner of a lot must –
 - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
 - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

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

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

3. Power of strata company regarding submeters

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

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

4. Constitution of council

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

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (8); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

5. Election of council at general meeting

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

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must –
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by –
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

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

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person –
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

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

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

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

8. Meetings of council

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

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

9. Powers and duties of secretary of strata company

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

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

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

10. Powers and duties of treasurer of strata company

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

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

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

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

Schedule 2 – Conduct by-laws

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

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

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

2. Use of common property

An owner or occupier of a lot must –

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

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

3. Damage to lawns etc. on common property

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

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

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

4. Behaviour of owners and occupiers

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

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

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

6. Depositing rubbish etc. on common property

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

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

7. Drying of laundry items and signage

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

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

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

8. Storage of inflammable liquids etc.

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

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

9. Moving furniture etc. on or through common property

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

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

10. Floor coverings

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

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

11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

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

13. Notice of alteration to lot

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

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

14. Appearance of lot

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

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

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

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

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

INSTRUCTIONS

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

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address/addresses to which future notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

N263445 NR

29 Feb 2016 16:06:25 Perth



NOTIFICATION

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS 225 St Georges Terrace
PERTH WA 6000
Ref: mys 5889705_1
MYS:SQM:7157601
s.70A Notification – DP 406854

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Nos. _____

Received Items _____

Receiving Clerk _____

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

SIGNED by Damian John Shephard)
as Attorney for **STOCKLAND WA**)
DEVELOPMENT PTY LTD)
(ACN 000 097 825))
under Power of Attorney M 120743)
in the presence of:)



Attorney Signature



Witness Signature

TIMOTHY TJHUNG

Witness Name:

11- 12/265 ADELAIDE TCE, PERTH

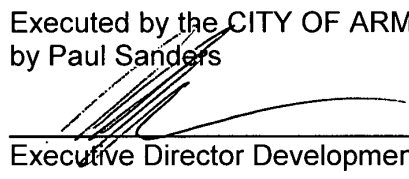
Witness Address:

DEVELOPMENT MANAGER

Witness Occupation:

NOTIFICATION UNDER SECTION 70A

Executed by the CITY OF ARMADALE
by Paul Sanders


Executive Director Development Services

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
See Additional Page	WHOLE		

REGISTERED PROPRIETOR (Note 2)

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF ARMADALE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Condition 33 of the WAPC's subdivision approval 150445 requires that purchasers are advised that this lot is situated in the vicinity of a transport corridor (Nicholson Road) and is currently affected, or may in the future be affected by transport noise.

Dated this 25th day of February 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION
(Note 5)

For Execution see Page 2

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO s.70A NOTIFICATION

Dated

25/2/16

- | | | |
|----|---|-------|
| 1. | Lot 109 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 2. | Lot 110 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 3. | Lot 111 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 4. | Lot 112 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 5. | Lot 121 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 6. | Lot 122 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 7. | Lot 123 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |
| 8. | Lot 124 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume | Folio |

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N263445] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

23/3/2016 15:32:56

Registration date changed to 22 March 2016 - see Lot Sync letter.

23/3/2016 15:50:04

Volume 2898 Folios 501-504 & 13-16 created for Lots 109-110 & 121-124 on Deposited Plan 406854.

INSTRUCTIONS

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

NOTES

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

EXAMINED

N351375 RC

10 Jun 2016 14:39:44 Perth



LODGED BY

Valenti Langer

ADDRESS

Level 2, 130 Royal Street
EAST PERTH, WA, 6004

PHONE No.

9224 6222

FAX No.

9224 6288

REFERENCE No.

DC: 16329

ISSUING BOX No.

20 (S) Perth

PREPARED BY

JACKSON McDONALD

ADDRESS

Level 17, 225 St Georges Terrace
PERTH WA 6000
Ref: MYS:SQM:7158182
Doc #mys 6044574_1
Newhaven Grove Lot 124 RC
Design Essentials

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

2/4

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____ Received Items

2. _____ Nos.

3. _____

4. _____

5. _____

6. _____ Receiving Clerk

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

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EXECUTED as a Deed.

Executed by
MCMC PTY LTD
(ACN 056 298 554)
 pursuant to Section 127
 of the Corporations Act

Director

Director/Secretary

Full Name (please print)

Full Name (please print)

Richard Campbell
Boyle

Monica Alison
Boyle

SIGNED by Damian John Shephard
 as Attorney for **STOCKLAND WA**
DEVELOPMENT PTY LTD (ACN 000 097 825)
 under Power of Attorney M120743
 in the presence of:

Attorney Signature

Witness Signature

Witness Name Debra Leanne Strauch
Licensed Conveyancer
Level 12, Durack Centre
 Witness Address 269 Adelaide Terrace
PERTH WA 6000

Witness Occupation:

SCHEDULE**1. Burdened Lot**

Lots 124 on Deposited Plan 406854 the whole of the land comprised in Certificate of Title Volume 2898 Folio 516.

2. Benefited Lots

Lot 6 on Deposited Plan 405214 the whole of the land in Certificate of Title Volume 2887 Folio 850.

Lot 3547 on Deposited Plan 405214 the whole of the land in Certificate of Title Volume 2887 Folio 851.

Lot 3003 on Deposited Plan 72330 the whole of the land in Certificate of Title Volume 2786 Folio 981.

Lot 3004 on Deposited Plan 72330 the whole of the land in Certificate of Title Volume 2786 Folio 982.

3. Encumbrances

1. s.150 Covenant benefitting the City of Armadale
2. Notification N263445
3. s.129A Restrictive Covenant



- (l) the driveway or crossover is:
 - (i) not completed before occupation of the Residence; or
 - (ii) constructed from plain grey concrete;
 - (m) any roof mounted items are visible from the street or public space, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness;
 - (n) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (o) any shed or outbuilding Constructed on the Land is not within the Main Building Line and Secondary Street Building Line unless the shed or outbuilding is not visible from any street or public space; and
 - (p) soak wells are not installed with sufficient capacity to store all captured rainwater for storms up to and including five (5) year events.
- 2.2 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Beneficiary on the Land.
- 2.3 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by a Registered Proprietor; or
 - (b) containing pre-cast concrete "panel and post".
- 3. Separate and Distinct**
- 3.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.
- 3.2 If any Restrictive Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.
- 4. Expiry of Restrictive Covenant**
- 4.1 The Registered Proprietor and the owner of the Land from time to time covenant and agree that this Restrictive Covenant will expire on 1 May 2026.

- A. does not address both streets through its design by extending the Primary Street elevation features, colours, materials and Architectural Features, onto the Secondary Street elevation forward of a Return Fence; or
 - B. has an exposed Secondary Street Façade which does not incorporate a window from a Habitable Room with a clear view of the Secondary Street (excluding highlight windows); or
- (ii) the fencing adjacent to the Secondary Street is:
 - A. more than 1.8 metres high;
 - B. not Constructed of Colorbond colour Teatree (unless otherwise approved by the Registered Proprietor); or
 - C. not set back 4.0 metres or more from the corner truncation;
- (e) the roof to the Residence:
 - (i) does not have:
 - A. a minimum pitch of 24° for hipped and Gabled roofs;
 - B. a minimum pitch of 8° and a maximum pitch of 15° for skillion roofs; or
 - C. eaves or window overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;
 - (ii) has any flat roofs which are not concealed from view from any Primary or Secondary Street or from any Public Reserve by a parapet wall;
- (f) the rear fencing on the Land is:
 - (i) more than 1.8 metres high; or
 - (ii) not Constructed of Colorbond colour Teatree;
- (g) the side boundary fencing on the Land:
 - (i) is more than 1.8 metres high;
 - (ii) is not constructed of Colorbond colour Teatree; or
 - (iii) returns to the Residence less than 1.0 metre behind the front Façade;
- (h) the front fencing on the Land is:
 - (i) more than 1.8 metres high,
 - (ii) not 50% visually permeable above 1.2 metres high;
 - (iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the Primary Street elevation of the Residence;
- (i) the Residence does not have a garage, or Carport, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres; or
 - (ii) has a roof and design features consistent with the form and materials of the Residence;
- (j) the Residence has a garage:
 - (i) which is not setback in accordance with the Local Development Plan (if applicable); or
 - (ii) which does not have a garage door prior to occupation;
- (k) the Residence has a Carport located forward of the Main Building Line which has more than one solid wall;

to windows.

- 1.29 "Window Overhang" means a structure built into the Residence that shades windows as a substitute to eaves.

2. Restrictive Covenants

The owner, from time to time, of the Land covenants with the registered proprietor of each Benefitted Lot as follows:

- 2.1 It will not Construct a Residence if:

- (a) the Primary Street elevation:

- (i) does not have:

- A. an Articulated Façade;
- B. a Façade with at least one step in the floor plan mirrored in the roof design of a minimum 600mm (excluding the garage), where the Land has lot frontage width greater than 12.5m;
- C. a Façade that is articulated through well considered design, where the Land has lot frontage width of 12.5m or less;
- D. a minimum of two Architectural Features;

- (ii) has bright or primary colours used as the dominant colour; or

- (iii) has a parapet wall:

- A. with gutters that are not concealed; or
- B. that extends forward of the Main Building Line (excluding garages on the boundary);

- (b) the Land is less than 13m wide, and:

- (i) the Primary Street Façade does not have at least one window of a Habitable Room overlooking the street or Public Reserve;
- (ii) the Residence has a double garage and does not have an entry feature or room located forward of the garage, but this clause 2.1(b)(ii) does not apply to Laneway access homes; or
- (iii) more than two of the adjacent residences have been or are being Constructed by the Registered Proprietor and the Residence does not have an identifiably different Façade, excluding complementary materials and colour palettes;

- (c) the Residence directly abuts a Public Reserve and if vehicle access is via a:

- (i) Laneway and the Public Reserve elevation is not the primary Façade; or

- (ii) Mews or street:

- A. the mews or street elevation is not the primary Façade; or
- B. the elevation abutting the Public Reserve:
 - 1. does not have an Articulated Façade mirrored in the roof design; or
 - 2. does not include at least one Architectural Feature visible from the Public Reserve;

- (d) the Land is a Corner Lot and:

- (i) the Residence:

- 1.5 "Carport" means an open, self supporting structure or a structure under the main roof of the Residence supported by posts, pillars or piers.
- 1.6 "Constructed" means:
- (a) constructed, erected, installed or carried out; and
 - (b) permitted to be constructed, erected, installed or carried out, on the Land.
- 1.7 "Corner Lot" means a lot located at the junction of 2 streets, a street and mews or at the junction of a street and public reserve.
- 1.8 "Encumbrances" means the encumbrances described in Item 3 of the Schedule.
- 1.9 "Entry Pergola" means an entry feature with a separate permeable roof and supported by pillars or piers.
- 1.10 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 1.11 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 1.12 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 1.13 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 1.14 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 1.15 "Louvre Window" means a framed opening, as in a wall, door, or window, fitted with fixed or movable horizontal slats for admitting air and light and shedding rain.
- 1.16 "Main Building Line" means the line measured from the front-most habitable room on the Primary Street elevation of the Residence not the projection of a feature.
- 1.17 "Masonry Gateway Wall" means a self-supporting structure usually detached to the main dwelling and located in front of the primary entry.
- 1.18 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 1.19 "Portico" means an entry feature with a separate roof and supported by posts, pillars or piers.
- 1.20 "Primary Street" means the road where the front elevation of the Residence will be situated according to the relevant Local Development Plan (if any) which includes the main entry to the Residence.
- 1.21 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 1.22 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 1.23 "Residence" means the residence or residences to be Constructed on the Land.
- 1.24 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the Residence.
- 1.25 "Secondary Street" means the road which intersects or adjoins the primary street and does not include the main entry to the Residence.
- 1.26 "Secondary Street Building Line" means the line of the front face of the bricks of the side wall of the Residence facing the Secondary Street.
- 1.27 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.
- 1.28 "Window Hood" means a structure which is attached to the building and is designed to provide shading

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT DEED
SECTION 129A**

(Note 1)

THIS DEED is made the

10th

day of

June

2016

BY:

MCMC PTY LTD (ACN 056 298 554) of 5 St Andrews Crescent, Canning Vale, Western Australia ("**Covenantor**")

and

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth, Western Australia ("**Beneficiary**")**BACKGROUND:**

- A. The Beneficiary is the registered proprietor of the Benefitted Lots.
- B. The Covenantor is the registered proprietor of the Burdened Lot.
- C. The Covenantor has agreed to create this restrictive covenant under section 129A of the *Transfer of Land Act* over the Burdened Lot subject to the Encumbrances in favour of the Beneficiary and its successors in title, the registered proprietors for the time being of the Benefitted Lots.

OPERATIVE PART:**1. Definitions for Restrictive Covenants**

For the purposes of the Restrictive Covenants:

1.1 "Architectural Feature" includes:

- (a) a Verandah with a length of at least 30% of the length of the Primary Street elevation of the Residence, excluding the garage or Carport, and with a depth of at least 1.5m;
- (b) an entry feature such as a Portico, Masonry Gateway Wall or Entry Pergola;
- (c) a balcony;
- (d) a Projecting Blade Wall in a feature colour/material (minimum 500mm in width projecting at least 300mm above the eaves);
- (e) a built in planter box (at least 1m in length);
- (f) a roof feature such as a Gambrel or end Gable;
- (g) a Window Hood;
- (h) elevated eaves height with a feature recess or similar detail to the forward/projected part of the roof with an attached, projected feature wall or similar; and
- (i) secondary colour or material eg: contrasting render, brick, weatherboard, stone (minimum 20% of the elevation).

1.2 "Articulated Façade" means variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.**1.3** "Benefitted Lots" means the lots described in Item 1 of the Schedule.**1.4** "Burdened Lot" means the lot described in Item 2 of the Schedule.

INSTRUCTIONS

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

NOTES

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

EXAMINED

OFFICE USE ONLY

N351376 RC

10 Jun 2016 14:39:44 Perth



LODGED BY

Valentia Lacyus

ADDRESS

Level 2, 130 Royal Street
EAST PERTH, WA, 6004

PHONE No.

9224 6222

FAX No.

9224 6288

REFERENCE No.

DC: 16329

ISSUING BOX No.

20(5) per

PREPARED BY JACKSON McDONALD

ADDRESS

Level 17, 225 St Georges Terrace
PERTH WA 6000
Ref: MYS:SQM:7158182
Doc #mys 6039398_1
Child Care RC - Lot 124

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

3/4

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____ Received Items

2. _____ Nos.

3. _____

4. _____

5. _____

6. _____ Receiving Clerk

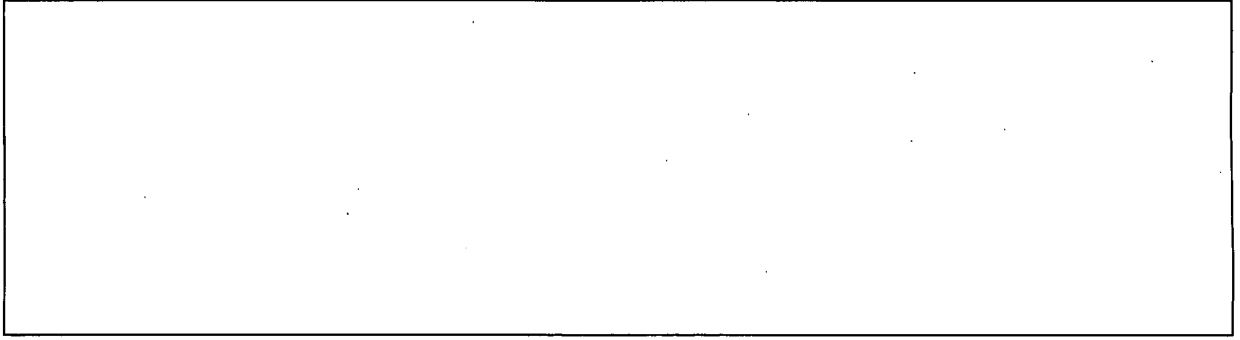
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



Landgate

www.landgate.wa.gov.au

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EXECUTED as a Deed.

Executed by
MCMC PTY LTD
(ACN 056 298 554)
 pursuant to Section 127
 of the Corporations Act

Director

Full Name (please print)

*Richard George
 Bayliss*

Director/Secretary

Full Name (please print)

*MARIA ALISON
 Bayliss*

SIGNED by *Damian John Shephard*
 as Attorney for **STOCKLAND WA**
DEVELOPMENT PTY LTD (ACN 000 097 825)
 under Power of Attorney *M120743*
 in the presence of:

Witness Signature

Witness Name:

Debra Leanne Strauch
Licensed Conveyancer
Level 12, Durack Centre

Witness Address:

263 Adelaide Terrace
PERTH WA 6000

Witness Occupation:

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amendments and re-enactments of that Act or statute for the time being in force;

- (b) the singular number includes the plural number and a gender reference includes every other gender and words importing persons include corporations;
- (c) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally;
- (d) the headings have been inserted for convenience only and are not to be taken into account in interpreting the provisions of this Restrictive Covenant;
- (e) a reference to a schedule means a schedule means a schedule annexed to this Restrictive Covenant;
- (f) this Restrictive Covenant is governed by and must be construed in accordance with the laws of the State and any dispute referable to a Court must come before the Courts of the State;
- (g) where a word or expression is defined in this Restrictive Covenant, another part of speech or grammatical form of that word or expression has a corresponding meaning;
- (h) the headings shall not affect the interpretation or construction of this Restrictive Covenant;
- (i) including means "including, but not limited to"; and
- (j) referring to an expression a person includes a company.

3. Restrictive Covenants

The owner, from time to time, of the Burdened Lot covenants with the owner and any tenant of the Benefitted Lots that it will not:

- (a) directly or indirectly use or permit the Burdened Lot to be used for the Prohibited Use; or
- (b) Construct or permit a building to be Constructed for the Prohibited Use on the Burdened Lot.

4. Restrictive Covenant to Benefit and Bind Successors

This Restrictive Covenant will bind the successors in title and the registered proprietors from time to time of the Burdened Lot and this Restrictive Covenant will benefit the successors in title and the registered proprietors from time to time of the Benefitted Lots.

SCHEDULE

1. Benefitted Lots

Lot 6 on Deposited Plan 405214 the whole of the land in Certificate of Title Volume 2887 Folio 850.

Lot 3547 on Deposited Plan 405214 the whole of the land in Certificate of Title Volume 2887 Folio 851.

Lot 3003 on Deposited Plan 72330 the whole of the land in Certificate of Title Volume 2786 Folio 981.

Lot 3004 on Deposited Plan 72330 the whole of the land in Certificate of Title Volume 2786 Folio 982.

2. Burdened Lot

Lots 124 on Deposited Plan 406854 the whole of the land in Certificate of Title Volume 2898 Folio 516.

3. Prohibited Use

1.	WASLUC CODE	PROHIBITED USE
	6995	Child Day Care Centres, Creche and Nurseries

4. Encumbrances

- 1. s.150 covenant to City of Armadale
- 2. Notification N263445

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT DEED
SECTION 129A**

(Note 1)

THIS DEED is made the 10th day of June 2016

BY:

MCMC PTY LTD (ACN 056 298 554) of 5 St Andrews Crescent, Canning Vale, Western Australia ("**Covenantor**")

and

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth, Western Australia ("**Beneficiary**")**BACKGROUND:**

- A. The Beneficiary is the registered proprietor of the lots described in Item 1 of the Schedule.
- B. The Covenantor is the registered proprietor of the lot described in Item 2 of the Schedule.
- C. The Covenantor has agreed to create this restrictive covenant under section 129A of the *Transfer of Land Act* over the Burdened Lot in favour of the Beneficiary and its successors in title, the registered proprietors for the time being of the Benefitted Lots and in favour of any tenant for the time being of the Benefitted Lots using the Benefitted Lots.

The Parties agree:

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions**

In this Restrictive Covenant:

"**Benefitted Lots**" the lots described in Item 1 of the Schedule."**Burdened Lot**" means the lot described in Item 2 of the Schedule."**Constructed**" means:

- (a) constructed, erected, installed or carried out; and
- (b) permitted to be constructed, erected, installed or carried out.

"**Prohibited Use**" means the land use specified in Item 3 of the Schedule to this Restrictive Covenant which is to be construed in accordance with the land use description contained in the Western Australian Standard Land Use Classification published by the Western Australian Land Information System (WALIS) as at the date of this Restrictive Covenant.

"**Restrictive Covenant**" means this restrictive covenant.

"**Western Australian Standard Land Use Classification**" means the current Western Australian Standard Land Use Classification document published by the Western Australian Land Information System (WALIS) as at the date of this Deed.

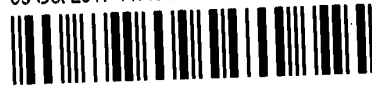
2. Interpretation

In this Restrictive Covenant unless the context otherwise requires:

- (a) a reference to any Act or statute is a reference to a State Act or Statute and includes all statutory

N734642 SM

05 Oct 2017 11:45:21 Perth



(INSERT DOC TYPE HERE)

LODGED BY MARILYN HOPKINS

ADDRESS P O BOX 52
MARGARET RIVER WA 6285

PHONE No. 08 9758 7467

FAX No. 08 9758 8568

REFERENCE No. 17007/M

ISSUING BOX No. 103N

PREPARED BY MARILYN HOPKINS

ADDRESS P O BOX 52
MARGARET RIVER WA 6285

PHONE No. 08 9758 7467 FAX No. 089758 8568

REFERENCE No. 17007/M

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2/2

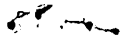
TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos. /
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

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


Landgate

EXAMINED



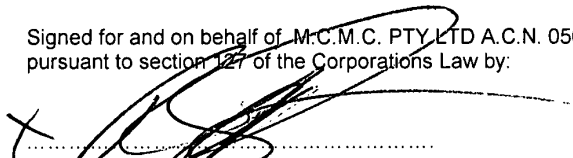
The Schedule 2A by-laws are added to as follows:-

By inserting the following additional sub sections to By Law 8:

- (c) require the approval of the local government to the development or redevelopment of a Lot;
- (d) do not allow for By Law 8(c) to be amended or repealed without the agreement of the Western Australian Planning Commission (Local Government)

DATED THIS 21st DAY OF September 2017

Signed for and on behalf of M.C.M.C. PTY LTD A.C.N. 056 298 554 by authority of its directors and pursuant to section 127 of the Corporations Law by:


RICHARD GEORGE BAYLISS -Director


MARIE ALISON BAYLISS -Director

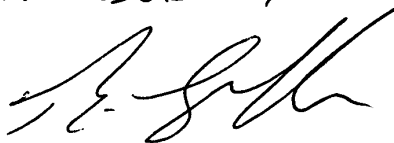
SIGNED by the persons having registered interests and caveators (if any)

ENCUMBRANCE - MORTGAGE N351377 TO RAC FINANCE LTD

Sealed with the seal of
And ~~Michael Panno~~ **KEN EDWARD LLOYD**
~~Senior Manager - Property Finance~~ **Credit Manager - Property Finance**
appointed attorneys of R.A.C. FINANCE LIMITED
A.C.N. 009 066 862 and signed by them for and
on behalf of the said Company in the presence
of: L 083469




WITNESSES BY



RICHARD STEVEN TUFFIN
CREDIT ANALYST - PROPERTY FINANCE

FORM 25

Strata Titles Act 1985

Section 5C(1)

SURVEY STRATA PLAN NO 76865

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the Plan)

M.C.M.C. PTY LTD A.C.N. 056 298 554

(Description of parcel the subject of the Plan)

**LOT 124 ON DEPOSITED PLAN 406854 THE WHOLE OF THE LAND
COMPRISED IN CERTIFICATE OF TITLE VOLUME 2898 FOLIO 516**

This management statement lodged or to be lodged with a Survey Strata Plan in respect of the above land sets out the by-laws of the Strata company or amendments to the by-laws contained in Schedule 1, 2 and 2A of the Strata Titles Act 1985 that are to have effect upon registration of the Survey Strata Plan.

The Schedule 1 by-laws are added to as follows:-

16. DEVELOPMENT OR REDEVELOPMENT OF LOT

- (1) Any development or redevelopment of a Lot must comply with a development approval issued by the local government;
- (2) By law 16(1) cannot be amended or repealed without the agreement of the Western Australian Planning Commission's agreement (Local Government).

The Schedule 2 by-laws are added to as follows:-

15. DEVELOPMENT OR REDEVELOPMENT OF LOT

- (1) Any development or redevelopment of a Lot must comply with a development approval issued by the local government;
- (2) By law 15(1) cannot be amended or repealed without the agreement of the Western Australian Planning Commission's agreement (Local Government)