

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

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.

3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.

4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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



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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name

Address

Suburb **State** **Postcode**

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

<p>RECEIPT OF DOCUMENTS</p> <p>The Buyer acknowledges receipt of the following documents:</p> <p>1. This offer and acceptance 2. Strata disclosure & attachments (if strata)</p> <p>3. 2022 General Conditions 4. <input type="text" value="Certificate of Title"/></p> <p>5. <input type="text" value="Annexure of changes to General Conditions (form 198)"/></p> <p>Signature <input style="background-color: yellow; width: 100px; height: 20px;" type="text"/></p> <p>Signature <input style="background-color: yellow; width: 100px; height: 20px;" type="text"/></p>	<p>RECEIPT OF DOCUMENTS</p> <p>The Seller acknowledges receipt of the following documents:</p> <p>1. This offer and acceptance 2. 2022 General Conditions</p> <p>3. <input type="text" value="Annexure of changes to General Conditions (form 198)"/></p> <p>Signature <input style="width: 100px; height: 20px;" type="text"/></p> <p>Signature <input style="width: 100px; height: 20px;" type="text"/></p>
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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	<input type="text"/>	<input type="text"/>
Signature	<input style="background-color: yellow; width: 100px; height: 20px;" type="text"/>	<input type="text"/>
	<input style="background-color: yellow; width: 100px; height: 20px;" type="text"/>	<input type="text"/>

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Carole Louise Corrigan

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

4/23 Limestone Rise, 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 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major 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 Consultant. 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

4/23 Limestone Rise, 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 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2969 86

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 71921

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CAROLE LOUISE CORRIGAN OF UNIT 4 23 LIMESTONE RISE PIARA WATERS WA 6112

(T O538892) REGISTERED 29/10/2020

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. Q194622 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 31/10/2024.

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

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

STATEMENTS:

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

SKETCH OF LAND: SP71921
PREVIOUS TITLE: 2863-467
PROPERTY STREET ADDRESS: UNIT 4 23 LIMESTONE RISE, 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.

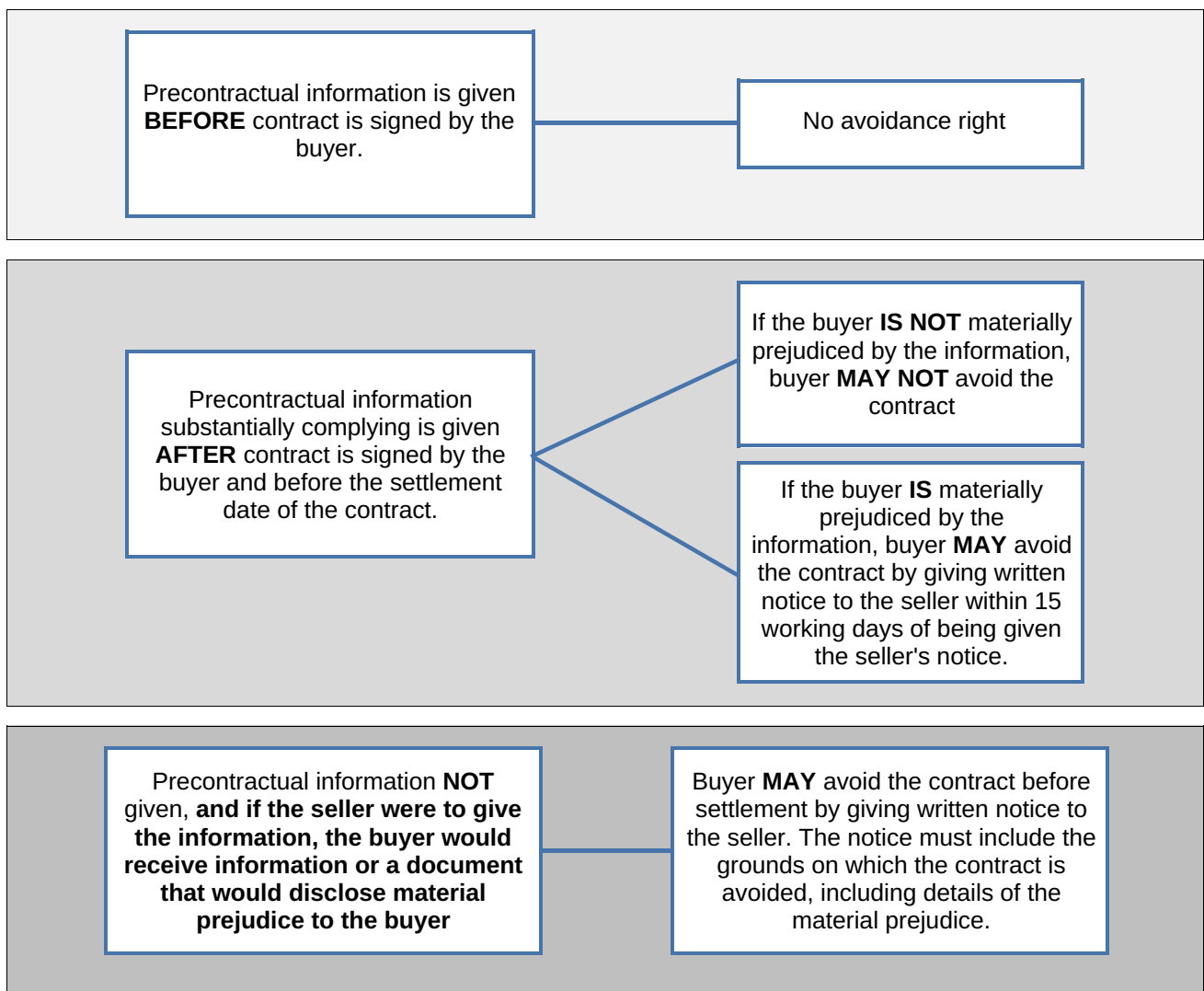
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

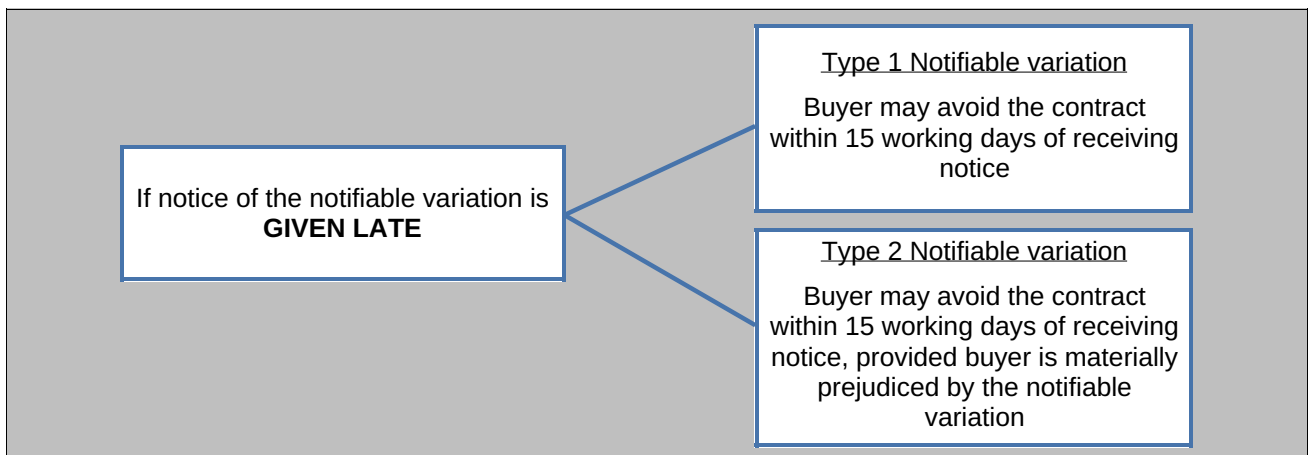
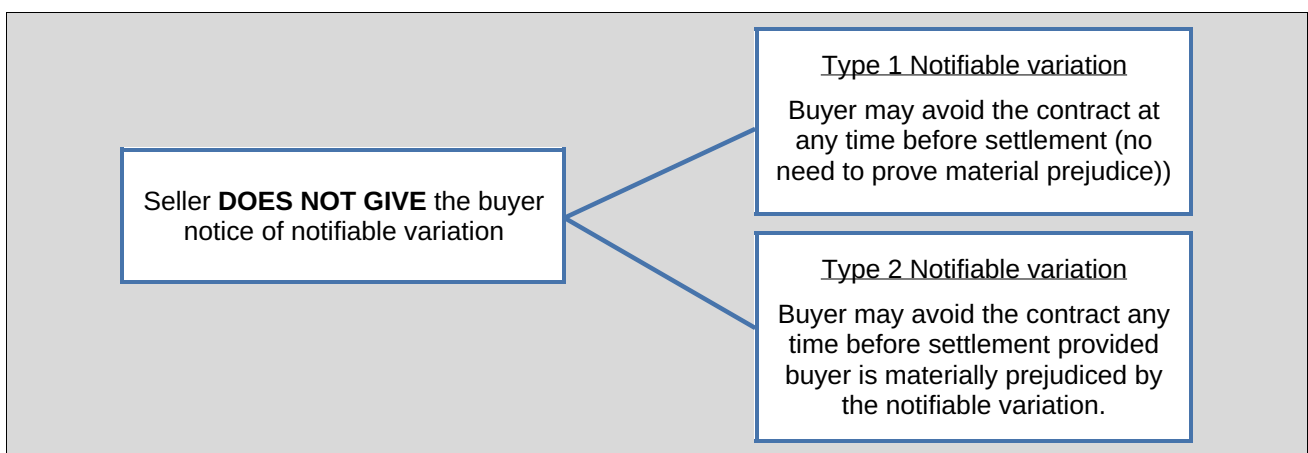
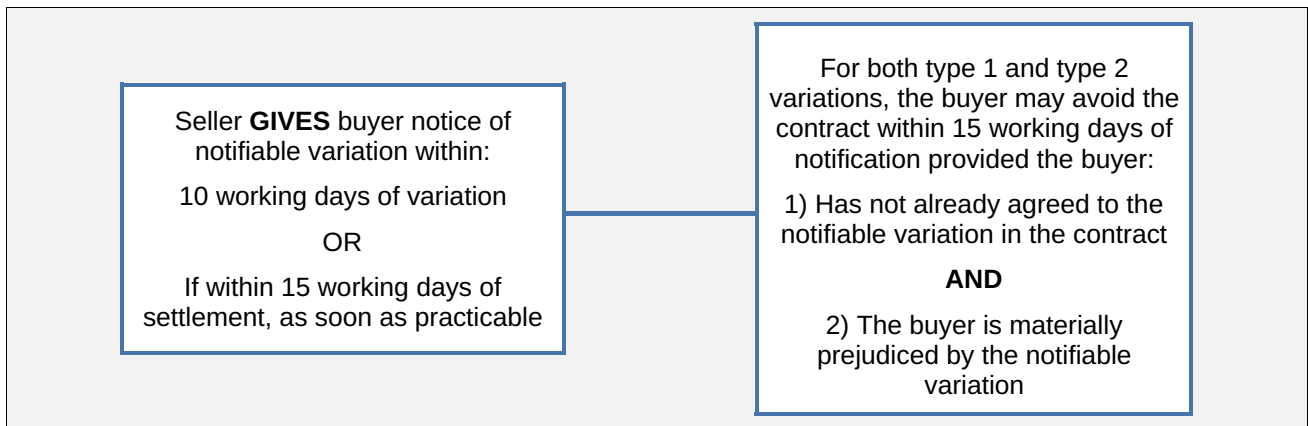
Type 1 and Type 2 notifiable variations are as follows:

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 Louise Corrigan
 Address 4/23 Limestone Rise, Piara Waters WA 6112
 Telephone/mobile _____ Email Carole.corrigan@me.com

Name _____
 Address _____
 Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 23 Limestone Rise, Piara Waters WA
 Name of the strata company 23 Limestone Rise, Piara Waters WA 6112
 Address for service of the strata company (taken from scheme notice) _____
 Name of Strata Manager Pro-Active Strata Management
 Address of Strata Manager 76 York Street, Subiaco WA 6008
 Telephone/Mobile 08 9382 8313
 Email admin@proactivestrata.com.au

The status of the scheme is:

- proposed
 registered

The scheme type is:

- strata
 survey-strata

The tenure type is

- freehold
 leasehold

~~For leasehold only:~~

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

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

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

Scheme Documents (must be attached)

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

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

Additional comments: _____

Minutes (choose one option)

A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) Att 4

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

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

Additional comments: _____

Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company Att 5

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

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

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

Additional comments: _____

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 4/23 Limestone Rise, Piara Waters

Lot 4 on scheme plan no. 71921

(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:	<u>\$284.76</u>		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>1,139.04</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____			
Due dates	<u>\$284.76</u> on <u>1/3/25</u>		<u>\$284.76</u> on <u>1/9/25</u>
	<u>\$284.76</u> on <u>1/6/25</u>		_____ on _____

Strata levy/contributions/other debts owing

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

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

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 Louise Corrigan

Name Carole Louise Corrigan

Date 24/3/2025

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 [Redacted]

Name _____

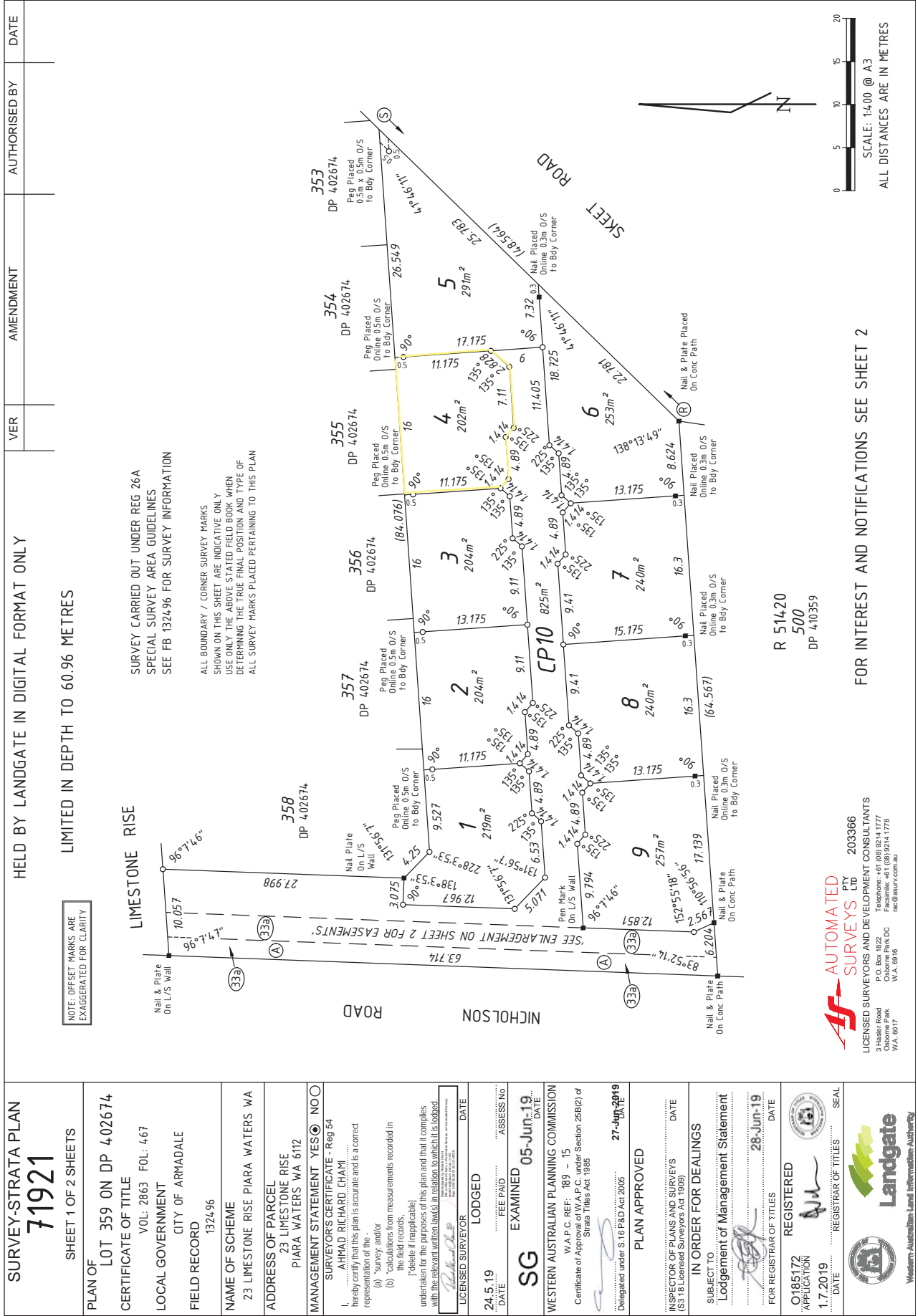
Date _____

Signature [Redacted]

Name _____

Date _____

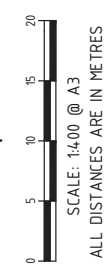
¹ Select one.



AUTOMATED SURVEYS PTY LTD 203366
 LICENSED SURVEYORS AND DEVELOPMENT CONSULTANTS
 3 Hailes Road
 Osborne Park WA 6007
 Telephone: +61 (08) 9214 1777
 Facsimile: +61 (08) 9214 1778
 info@asur.com.au

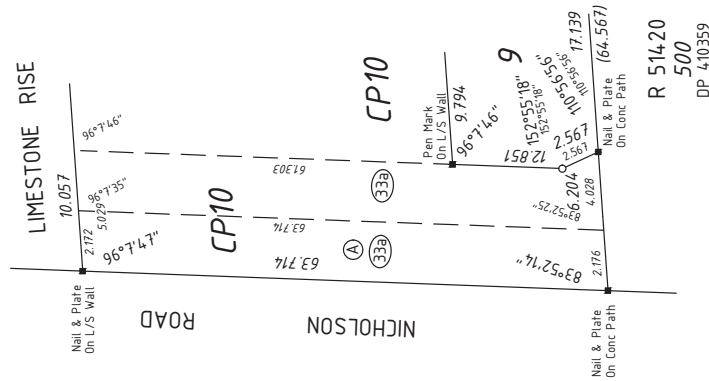
FOR INTEREST AND NOTIFICATIONS SEE SHEET 2

R 51420
500
DP 410359



SURVEY-STRATA PLAN
71921
 SHEET 2 OF 2 SHEETS

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



ENLARGEMENT NOT TO SCALE

R 514.20
 500
 DP 410359

AUTOMATED SURVEYS PTY LTD 203366
 LICENSED SURVEYORS AND DEVELOPMENT CONSULTANTS
 P.O. Box 1822
 3 Haister Road
 Osborne Park, DC
 W.A. 6017
 rae@asurv.com.au
 Telephone: +61 (08) 9214 1777
 Facsimile: +61 (08) 9214 1778

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
33B	EASEMENT (DRAINAGE)	SEC 167 OF THE P & D ACT REG 33(a)	DP 402674	CP LOT 10	CITY OF ARMADALE	
A	EASEMENT		DOC L642047	CP LOT 10	ELECTRICITY NETWORKS CORPORATION	
R, S	COVENANT	SEC 150 OF THE P & D ACT	DP 402674	LOTS 5 & 6	CITY OF ARMADALE	RESTRICTION OF ACCESS NO ROAD VEHICLE ACCESS TO AND FROM SHEET ROAD



NOT TO SCALE
 ALL DISTANCES ARE IN METRES



FORM 3

SURVEY-STRATA PLAN No. 71921							
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	106						
2	109						
3	109						
4	109						
5	114						
6	114						
7	114						
8	114						
9	111						
CP10	Common Property						
				Aggregate	1,000		

DESCRIPTION OF PARCEL

NINE SURVEY-STRATA LOTS AND ONE COMMON PROPERTY LOT
UPON LOT 359 ON DEPOSITED PLAN 402674
ADDRESS OF PARCEL: 23 LIMESTONE RISE, PIARA WATERS WA 6112

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

I, **Bradley J Dawson**, 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.

08-May-2019
Date



Digitally signed by
Brad Dawson
Date: 2019.05.08
17:04:10 +08'00'
Signed

Attachment 3

FORM B4

0185171 SM
01 Jul 2019 13:24:42 Perth



LODGED BY
WESTCOAST CONVEYANCING
PO BOX Z5291
ADDRESS **ST GEORGES TCE PERTH WA 6831**
PH **9226 3033** FAX: **9426 6039**
PHONE Email: **reception@wccwa.com.au**
FAX No
Conveyancer: *Janet*

REFERENCE No

ISSUING BOX No **886** ✓

PREPARED BY **STCS**
ADDRESS **1 Riverina Drive, Ascot**
PHONE No **9277 7202**
FAX No **info@stcs-consultancy.com.au**

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

1/2

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith


1	_____	<i>Receives 7/1/19</i> <i>Nos</i> <i>[Signature]</i>
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1993 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED



Survey Strata Plan 71921

Lot	Certificate of Title	Lot Status	Part Lot
1	2969/83	Registered	
2	2969/84	Registered	
3	2969/85	Registered	
4	2969/86	Registered	
5	2969/87	Registered	
6	2969/88	Registered	
7	2969/89	Registered	
8	2969/90	Registered	
9	2969/91	Registered	
10	N/A	Registered	

FORM 25

Strata Titles Act 1985

Section 5C (1)

SURVEY-STRATA PLAN No. 71921

MANAGEMENT STATEMENT

DAYTON HOLDINGS WA PTY LTD (ACN 167 7490 957)
(Name of original proprietors of land the subject of the plan)

(Description of parcel the subject of the plan) **LOT 359 ON PLAN 402674 THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 2863 FOLIO 467.**

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

1. The Schedule 1 by-laws are amended, repealed or added to as follows-

The following by-laws added -

16. CONDITIONS IMPOSED BY CITY OF ARMADALE ON DEVELOPMENT OR REDEVELOPMENT ON A LOT

- (1) The following by-laws are required in the Management Statement as a condition of planning approval by the City of Armadale dated 30th March 2015, Ref No 10.2015.81.1.
- (2) Development or redevelopment on the survey-strata lots is to comply with a development approval issued by the City of Armadale.
- (3) The strata company must implement and maintain the landscaping within common property lot 10 ("CP 10") in accordance with the approved Landscape Plan issued by the City of Armadale attached at Annexure "A".
- (4) The number of vehicles permitted to be parked on a lot shall not exceed the number of approved parking bays available on each lot. The visitor parking bays located on CP 10 shall be restricted for use by visitors to lots and must not be used by the proprietors, occupiers or other residents of the lots within the survey-strata scheme (see Schedule 2 by-law 16(2)).
- (5) The strata company, proprietors, occupiers or other residents must comply with the approved Waste Management Plan issued by the City of Armadale. A copy of the approved Waste Management Plan will be retained in the strata company records.
- (6) Sub by-laws (2) to (5) cannot be repealed or varied without the approval of the City of Armadale.

17. ARCHITECTURAL GUIDELINES

The proprietor of a lot shall not construct, erect or install, or permit to be

constructed or erected on a lot –

- (a) any building alteration or addition on its lot unless it complies with a Detailed Area Plan No. 4 – Piara Central, Piara Waters and a building license issued by the City of Armadale;
- (b) if the proposed building alteration or addition is not in harmony with the existing materials and exterior colour scheme;
- (c) that if required by the Act, any building or building addition without the approval of the strata company obtained in accordance with sections 7A and 7B of the Strata Titles Act 1985.

18. STRATA COMPANY'S INSURANCE OBLIGATIONS

- (1) The strata company shall be responsible at all times and at its cost to -
 - (a) insure CP 10 and all its fixtures and fittings contained within CP 10 for replacement value;
 - (b) insure CP 10 for public liability in accordance with the requirements of the Act.
- (2) The proprietor of a lot shall be responsible at its cost to insure the buildings contained within its lot for building replacement value and any other appropriate insurance cover.

19. STRATA COMPANY'S MAINTENANCE OBLIGATIONS

The strata company shall be responsible to ensure that CP 10 is kept in a clean, neat and tidy condition and shall be responsible for the costs of maintaining the paving, drainage, landscaping, reticulation and lighting on CP 10 and shall include these costs in the administrative fund.

20. COMMON SERVICES MAY BE PARTLY LOCATED ON A LOT

The original proprietor has where possible, located common services to a lot within CP 10. The proprietors acknowledge that some services including, pipes, wires cabling and ducts that carry water, sewer, electricity, gas, storm water and communications that are shared by all lots may be located partly within a lot. The proprietor of the lot will not object, remove or interfere with these services and will comply with section 11 of the Act and permit entry to its lot by the strata company or its agents to repair and maintain a service. A copy of the plan for all services will be retained in the strata company records.

21. HOUSE RULES

The elected council may make house rules from time to time for the orderly conduct and use of common property from time to time for -

- (a) control of the vehicle access way;
- (b) rubbish bins on rubbish collection day;
- (c) any other activities or use of CP 10;

provided such house rules shall be to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, tenants and occupiers and that they do not conflict with the by-laws

2. The Schedule 2 by-laws are amended, repealed or added to as follows-

Schedule 2 by-laws 1, 9, 10, 12(c) and 13 are repealed and the following by-laws added –

15. KEEPING OF PETS

- (1) A proprietor, occupier or other resident of a lot shall be permitted to keep either one domesticated dog or 1 cat on its lot. Domesticated cage birds are permitted provided the birds do not interfere with the quiet and peaceful enjoyment of their lots by the other proprietors.
- (2) A proprietor, occupier or other resident may only enter upon the common property with a dog or cat for the purpose of access and egress to their lot.
- (3) Any dog or cat belonging to a proprietor, occupier or other resident that enters the common property, must be leashed or carried and under the control of a responsible person.
- (4) The council of owners may serve notice on a proprietor, occupier or other resident of a lot whose pet causes a nuisance to other proprietors or breaches these by-laws. The notice shall request the removal of the offending pet within 14 days of service of the notice.

16. VEHICLES PARKING ON CP 10

- (1) The vehicle access way comprising CP 10 must at all times be available for access and egress by pedestrians or motor vehicles. A proprietor, occupier, other resident of a lot shall not be permitted at any time to park a motor vehicle, trailer, camper van or boat and trailer either temporarily or permanently on any part of CP 10 without the prior written consent of the strata company.
- (2) Any designated visitors' bays may only be used by visitors to a lot. Proprietors, occupiers or other residents are not permitted to park in the designated visitors' bays. A 6 hour limit for parking applies to the use of visitor's car bays by visitors.
- (3) In the event that clauses (1) and (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an order to enforce this by-law and impose a fine of \$500 on the defaulting proprietor or visitor.

17. VEHICLES WITHIN A LOT

A proprietor, occupier or other resident shall use the garage or carport area of their lot for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the lots or the common property lot. Unlicensed vehicles or car wrecks are not permitted on the parcel.

18. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

No motor vehicle will exceed a speed limit of ten (10) kilometres per hour while traveling within the parcel and it shall be the responsibility of all registered

proprietors, occupiers and tenants to ensure this by-law is adhered to by all motor vehicles entering the scheme.

19. PEACEFUL ENJOYMENT

- (1) A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.
- (2) A proprietor, occupier or other residents shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.

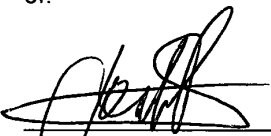
Act 2002
Section 132(4) of the Electricity Corporations
authorised by its Board in accordance with
networks corporation by persons

DATED THIS TWENTY FIRST DAY OF MAY 2019

.....
Authorised Person - Name

SIGNATURE OF APPLICANT

Executed by DAYTON HOLDINGS-WA-PTY LTD (ACN 167 7490 957) in the presence of:



Director
GIUSEPPE RICCARDO MULE
Print full name



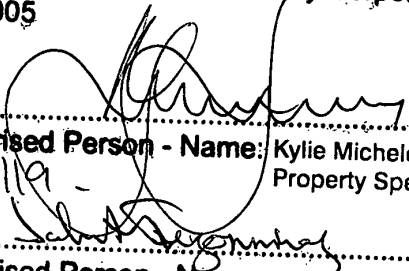
Director/Secretary
FRANK FERRACANE
Print full name



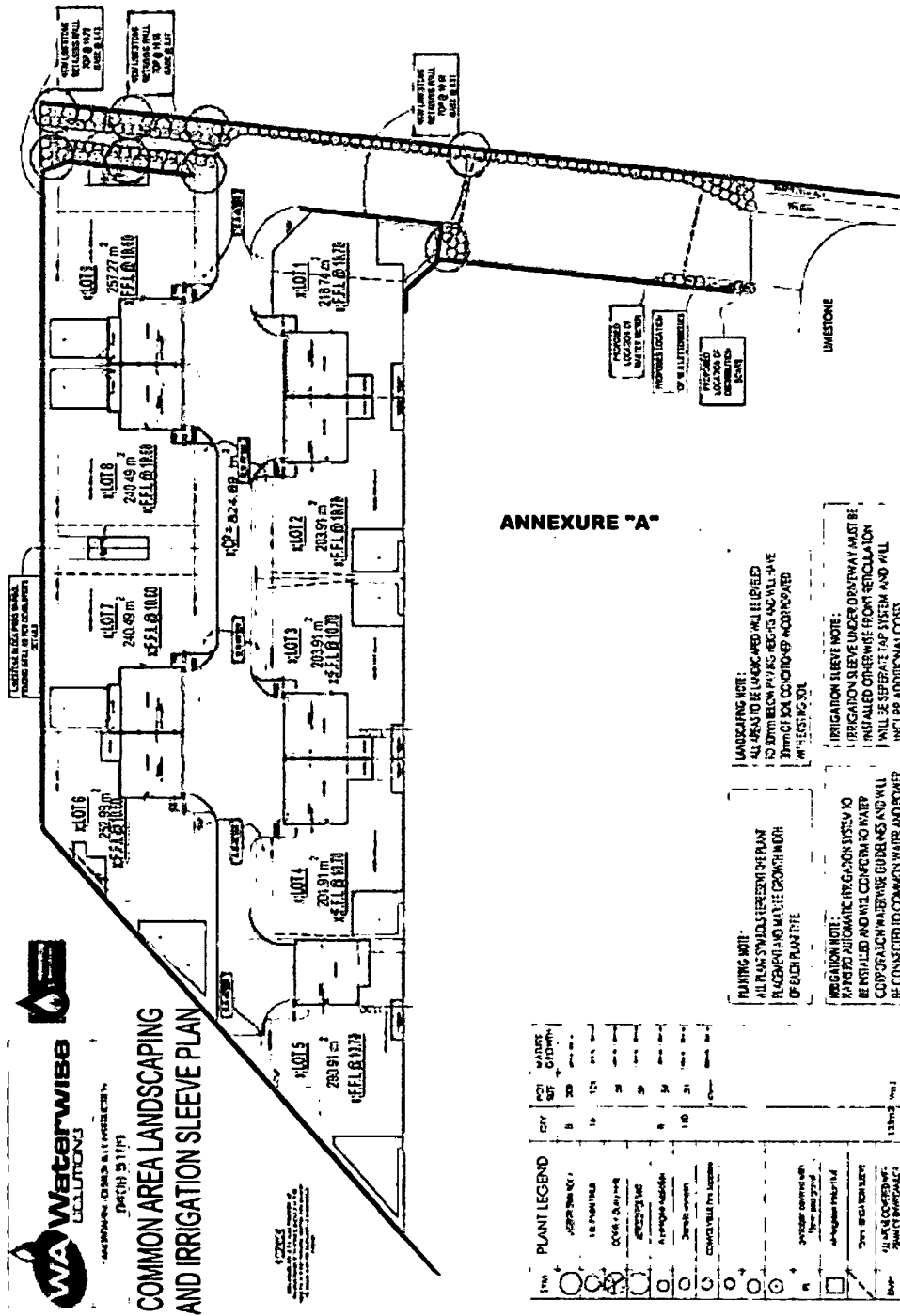
SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE Document & No **EASEMENT L642047**

Signed on behalf of **ELECTRICITY NETWORKS CORPORATION** by persons authorised by its Board in accordance with **Section 135(4)** of the Electricity Corporations Act 2005


.....
Authorised Person - Name: Kylie Michele James
31/5/19 - Property Specialist


.....
Authorised Person - Name: John Alexander Tregonning
31/5/19 Senior Legal Counsel



ANNEXURE "A"

LANDSCAPING NOTE:
 ALL AREAS TO BE LANDSCAPED WILL BE LINED TO 200mm BELOW FINISH LEVELS AND WILL HAVE 300mm OF 90% CHIPPINGS OR APPROVED WEATHERING SOIL.

IRRIGATION SLEEVE NOTE:
 IRRIGATION SLEEVES UNDER DRIVEWAY MUST BE INSTALLED OTHERWISE FRONT SECTION WILL BE SEPARATE TAP SYSTEM AND WILL INCUR ADDITIONAL COSTS.

PLANTING NOTE:
 ALL PLANT SYMBOLS REFERRED TO IN THE PLAN TO BE INSTALLED AND WILL CONFORM TO WATER CORPORATION WATERWARE GUIDELINES AND WILL BE CONNECTED TO COMMON WATER AND POWER.

SYM	PLANT LEGEND	QTY	UNIT	VALUES OF DIMENSIONS
1	18 PINK WILLOW	12	PLANT	1800 x 1500
2	18 PINK WILLOW	12	PLANT	1800 x 1500
3	18 PINK WILLOW	12	PLANT	1800 x 1500
4	18 PINK WILLOW	12	PLANT	1800 x 1500
5	18 PINK WILLOW	12	PLANT	1800 x 1500
6	18 PINK WILLOW	12	PLANT	1800 x 1500
7	18 PINK WILLOW	12	PLANT	1800 x 1500
8	18 PINK WILLOW	12	PLANT	1800 x 1500
9	18 PINK WILLOW	12	PLANT	1800 x 1500
10	18 PINK WILLOW	12	PLANT	1800 x 1500
11	18 PINK WILLOW	12	PLANT	1800 x 1500
12	18 PINK WILLOW	12	PLANT	1800 x 1500

WESTERN



AUSTRALIA

REGISTER NUMBER	
359/DP402674	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
2	20/2/2019

RECORD OF CERTIFICATE OF TITLE
 UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2863** FOLIO **467**

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.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 359 ON DEPOSITED PLAN 402674

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DAYTON HOLDINGS WA PTY LTD OF PO BOX 501, BALCATT

(T M935194) REGISTERED 11/3/2015

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

1. L642047 EASEMENT TO ELECTRICITY NETWORKS CORPORATION - SEE SKETCH ON DEPOSITED PLAN 402674 REGISTERED 1/6/2011.
2. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR DRAINAGE PURPOSES TO LOCAL AUTHORITY - SEE DEPOSITED PLAN 402674
3. COVENANT BURDEN CREATED UNDER SECTION 150 P&D ACT TO CITY OF ARMADALE SEE DEPOSITED PLAN 402674

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.
 * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
 Lot as described in the land description may be a lot or location.

-----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: DP402674
 PREVIOUS TITLE: 2809-363
 PROPERTY STREET ADDRESS: 23 LIMESTONE RISE, PIARA WATERS.
 LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/05/2019 11:11 AM Request number: 59329156



LANDGATE COPY OF ORIGINAL NOT TO SCALE 17/04/2020 02:41 PM Request number: 60510652



Attachment 4

The Owners of 23 Limestone Rise Piara Waters
23 Limestone Rise,
PIARA WATERS WA 6112

Strata Plan 71921

MINUTES OF ANNUAL GENERAL MEETING

Dated: 17/04/2024

Dear Carole Corrigan

Please see enclosed minutes of the Annual General Meeting of the Owners 23 Limestone Rise Piara Waters Strata Plan 71921, held on **10/04/2024 at Virtual Meeting via WebEx** .

Kind regards,

Tahlia Menaglio
Strata Manager
For and on behalf of
The Owners of Strata Plan 71921
sm4@proactivestrata.com.au

Attendance

S/Plan 71921 23 Limestone Rise Piara Waters 23 Limestone Rise

Annual General Meeting

Generated at: 17/04/2024 01:33 pm

10/04/2024 04:00 pm

User: Tahlia Menaglio

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
1	1	Kayla Buckby represented by Chairperson (Proxy)	N	N
4	4	Carole Corrigan represented by Carole Corrigan	N	N
7	7	Wai Yin Chong represented by Wai Yin Chong	N	N

Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: Y

Minutes for the Annual General Meeting

S/Plan 71921 23 Limestone Rise Piara Waters 23 Limestone Rise

Generated at: 17/04/2024 02:01 pm

10/04/2024 04:00 pm

User: Tahlia Menaglio

1. Preliminaries

(a) Record of Attendance & Proxies – Please refer to the attached attendance sheet

(b) Declaration of Quorum – Pursuant to Section 130 (4) of the ST Act 1985, a quorum was deemed constituted by those present and entitled to vote.

(c) Appointment of Meeting Chairperson – The Strata Manager, Tahlia Menaglio was appointed the chairperson for the purpose of the meeting

(d) Meeting Open Time – The meeting was declared open at 4:30PM

130. Quorum at general meetings

(4) If a quorum is not present after 30 minutes has elapsed from the time appointed for a general meeting of a strata company for a strata titles scheme other than a 2-lot scheme, the persons entitled to vote who are present at the meeting are taken to constitute a quorum for the purposes of that meeting.

2. Confirmation of Minutes

It was resolved to confirm the Minutes of the previous Annual General Meeting dated 15/05/2023 as a true and correct record of the meeting.

3. Election of Council of Owners

On a motion it was resolved that the Council of the Strata Company shall consists of 3 members until the next Annual General Meeting.

The following proprietors were nominated and duly elected to the Council of Owners;

1. Carole Corrigan – Lot #4
2. Vacant Position – Lot #
3. Vacant Position – Lot #

The client liaison for the Strata Company – Carole Corrigan

4. Consideration and Adoption of Financials

It was resolved that Pursuant to section 127 (3) (b) of the Strata Titles Act 1985 to accept the financial details for the 01/03/2023 to 29/02/2024 showing an amount of \$3,559.22 net owners funds as outlined on the Income and Expenditure as a true and correct record.

5. Consolidation of Bylaws

It was resolved that the Strata Company is not to proceed with engaging a qualified lawyer chosen by the Strata Company to prepare the consolidated set of by-laws and sketch plan when required.

6. Insurance Renewal and Valuation

It was resolution that pursuant to section 127 (3) (c) of the Strata Titles Act 1985, resolve to accept the insurance details as outlined on the Insurance Schedule appended to this Notice, and authorise Pro Active Strata Management to act as Agents for the renewal of the insurance policy, and directs them to renew the policy before expiry.

7. Execution of Documents

It was resolved by ordinary resolution that the Strata Company in accordance with Section 118(2)(a) of the Strata Titles Act 1985 (Act) authorises;

1. members of the council of the Strata Company acting jointly; or
2. the representative of Pro-Active Strata Management on behalf of the Strata Company

to execute any documents necessary, desirable or related to the operation of functions of the Strata Company or as deemed appropriate by the Strata Company.

Explanatory for Motion 7

This motion is to approve who can sign official documents on behalf of ALL owners within the complex (including but not limited to Landgate forms, Insurance claims and Lift Contracts).

8. Debt recovery

It was resolved that the below Debt Recovery Procedure be adopted;

1. Reminder notice issued to the registered levy address and/or via email when the account is 15 days in arrears.
2. Final notice issued to the registered levy address and/or via email when the account is 30 days in arrears giving 14 days to pay all outstanding amounts. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered
3. A Letter of Demand will be issued to the registered levy address and/or via email from GV Lawyers. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
4. After instructions from the Council of Owners, a general procedure claim is to be filed at the Magistrates Court by a Lawyer.

Please note: Only the above procedure will be followed. Calls to owners regarding payment / arrears are not made by Pro Active Strata Management. All costs relating to debt recovery will be paid by the Strata Company, and may be on-billed to the lot proprietor if a debt recovery bylaw has been registered

9. Alterations and Additions

After the change in the Strata Titles Act, all owners who wish to alter, improve, replace or change their lot or common property are required to complete the appropriate documentation, and may require the approval of the Strata Company, not just the Council of Owners. If you wish to make any changes, please contact your Strata Manager to discuss this matter before proceeding to obtain the appropriate documentation.

10. Safety and Asbestos report

It was resolved that the Strata Company is not to proceed with the attached quote for the Safety Report and the Asbestos Report to comply with the Work Health and Safety Act of WA

11. Budget of Expenditure

It was resolved that the budget of estimated expenditure inclusive of GST, totaling \$10,450.00 for the Admin fund and \$0.00 for the Reserve fund, be adopted for the 01/03/2024 to 28/02/2025 financial year and additionally, that the estimated expenses budget be adopted and remain effective throughout the next financial year until the next Annual General Meeting.

Explanatory for Motion 11

Please note that any applications or preparation of any kind in relation to approvals under the Strata Titles Act of any type ARE NOT covered under the standard Strata Management fees. Pro-Active Strata Management charge \$160.00 per hour with a minimum charge of 4 hours for work on these items. The Strata Company will need to decide whether the Strata Company or the owner will pay these costs.

12. Determination of Levy

It was resolved that the levy of contributions on proprietors for the financial year, totaling \$10,450.00 for the Admin fund and \$0.00 for the Reserve fund be payable quarterly in advance in the amounts and on the dates shown in the below levy schedule, AND further, that the collection of the total levy budget will persist through the next financial year until the next Annual General Meeting

ADMIN

Due Date	Period	\$ per unit entitlement
01/03/2024	01/03/2024 - 31/05/2024	Preissued \$2.99
01/06/2024	01/06/2024 - 31/08/2024	\$2.23
01/09/2024	01/09/2024 - 30/11/2024	\$2.61
01/12/2024	01/12/2024 - 28/02/2025	\$2.61
01/03/2025	01/03/2025 - 31/05/2025	Preissue \$2.61

RESERVE

Due Date	Period	\$ per unit entitlement
01/03/2024	01/03/2024 - 31/05/2024	Preissued \$0.00
01/06/2024	01/06/2024 - 31/08/2024	\$0.00
01/09/2024	01/09/2024 - 30/11/2024	\$0.00
01/12/2024	01/12/2024 - 28/02/2025	\$0.00
01/03/2025	01/03/2025 - 31/05/2025	Preissue \$0.00

The Strata Company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA). To ensure that the Strata Company is compliant with these obligations at all times, it needs to ensure that sufficient funds are available to renew its insurance policy when it falls due.

13. General Business

UNIT 1 FRONT GARDEN

- The Owners discussed the garden works to the front of unit 1. The Strata Manager is to gather further information and provide to COO for approval.

GARDENER

- The owners discussed the current Gardener for the common property. The Owners would like to know when they are attending and what their current scope of works. Strata Manager is to obtain the current gardeners scope of works and obtain new quotes for gardeners.

BALUSTRADE FENCING

- The Owners advised that the balustrade fencing has been damaged by BGC when they were onsite. Strata Manager is to contact BGC and request they repair the damaged fence.

WATER CORP

- The Owners discussed the Sub metering for the complex. Strata Manager is to contact Water Corp to discuss who is responsible for the meters.

14. Future AGM

It was resolved that the next AGM for the strata company be tentatively booked for 31/03/2025.

*Please note this date may be changed if unforeseen circumstances arise, however the Strata Manager will contact the Council of Owners should this be the case.

15. Close of Meeting

There being no further business the meeting was closed at 5:00PM

**Pro-Active Strata Management
Accepted Budget for Strata Company 71921**

23 LIMESTONE RISE PIARA WATERS, 23 Limestone Rise PIARA WATERS

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

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Page 1

Administrative Fund	Accepted Budget	Current Actual	Current Budget
	<i>(01/03/2024-28/02/2025)</i>	<i>(01/03/2023-29/02/2024)</i>	<i>(01/03/2023-29/02/2024)</i>
Income			
Interest on Overdue Levies	\$0.00	\$4.62	\$0.00
Levy Income	\$10,450.00	\$9,884.48	\$9,882.00
Total Admin Fund Income	\$10,450.00	\$9,889.10	\$9,882.00
Expense			
Contract Charges - Additional Services (Sch. B,C,D)	\$200.00	\$243.05	\$132.00
Contract Charges - Strata Management Fees	\$2,000.00	\$2,000.00	\$2,000.00
Insurance - Premiums	\$1,300.00	\$1,242.00	\$1,300.00
Maintenance - Contingencies	\$500.00	\$420.75	\$500.00
Maintenance - General Repairs	\$500.00	\$0.00	\$0.00
Maintenance - Lawns & Gardening	\$2,000.00	\$2,028.00	\$2,000.00
Maintenance - Miscellaneous Charges	\$500.00	\$0.00	\$500.00
Maintenance - Plumbing Backflow Device	\$350.00	\$0.00	\$350.00
Utility - Electricity	\$850.00	\$397.61	\$850.00
Utility - Water & Sewerage	\$2,250.00	\$1,296.81	\$2,250.00
Total Admin Fund Expense	\$10,450.00	\$7,628.22	\$9,882.00
TOTAL ADMIN LEVY INCOME	\$10,450.00	\$9,884.48	\$9,882.00
TOTAL ADMIN BUDGET	\$10,450.00		\$9,882.00

**Pro-Active Strata Management
Accepted Budget for Strata Company 71921**

23 LIMESTONE RISE PIARA WATERS, 23 Limestone Rise PIARA WATERS

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Budget Summary (01/03/2024-28/02/2025)

	Accepted	1st Instalment 01/03/2024	2nd Instalment 01/06/2024	3rd Instalment 01/09/2024	4th Instalment 01/12/2024	TOTAL (01/03/2024-28/02/2025)	Next Pre Issue 01/03/2025
Administrative Fund	\$10,450.00	\$2,990.99	\$2,234.02	\$2,612.52	\$2,612.52	\$10,450.05	\$2,612.52
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contribution Schedule Total	\$10,450.00	\$2,990.99	\$2,234.02	\$2,612.52	\$2,612.52	\$10,450.05	\$2,612.52
Amount to Collect	\$10,450.00	\$2,990.99	\$2,234.02	\$2,612.52	\$2,612.52	\$10,450.05	\$2,612.52

**Pro-Active Strata Management
Accepted Budget for Strata Company 71921**

23 LIMESTONE RISE PIARA WATERS, 23 Limestone Rise PIARA WATERS

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Levy Adjustment Summary (01/03/2024-28/02/2025)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Reserve	Total
01/03/2024	01/03/2024 - 31/05/2024	\$2.99	\$0.00	\$2.99 Pre Issued
01/06/2024	01/06/2024 - 31/08/2024	\$2.23	\$0.00	\$2.23
01/09/2024	01/09/2024 - 30/11/2024	\$2.61	\$0.00	\$2.61
01/12/2024	01/12/2024 - 28/02/2025	\$2.61	\$0.00	\$2.61
Financial Year Total per Units of Entitlement		\$10.45	\$0.00	\$10.45
Financial Year Aggregate		\$10,450.05	\$0.00	\$10,450.05
Accepted Budget Amount		\$10,450.00	\$0.00	\$10,450.00
01/03/2025	01/03/2025 - 31/05/2025	\$2.61	\$0.00	\$2.61 Pre Issue Next Year
Next Year Pre Issue Aggregate		\$2,612.52	\$0.00	\$2,612.52

**Pro-Active Strata Management
Accepted Budget for Strata Company 71921**

23 LIMESTONE RISE PIARA WATERS, 23 Limestone Rise PIARA WATERS

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
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Page 5

Owner Summary (01/03/2024-28/02/2025) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/03/2024	2nd Instalment 01/06/2024	3rd Instalment 01/09/2024	4th Instalment 01/12/2024	TOTAL (01/03/2024-28/02/2025)	Next Pre Issue 01/03/2025
106	1	Admin	\$317.05	\$236.80	\$276.93	\$276.93	\$1,107.71	\$276.93
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$317.05	\$236.80	\$276.93	\$276.93	\$1,107.71	\$276.93
109	2, 3, 4	Admin	\$326.02	\$243.51	\$284.76	\$284.76	\$1,139.05	\$284.76
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$326.02	\$243.51	\$284.76	\$284.76	\$1,139.05	\$284.76
114	5, 6, 7, 8	Admin	\$340.97	\$254.68	\$297.83	\$297.83	\$1,191.31	\$297.83
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$340.97	\$254.68	\$297.83	\$297.83	\$1,191.31	\$297.83
111	9	Admin	\$332.00	\$247.97	\$289.99	\$289.99	\$1,159.95	\$289.99
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$332.00	\$247.97	\$289.99	\$289.99	\$1,159.95	\$289.99

**Pro-Active Strata Management
Accepted Budget for Strata Company 71921**

23 LIMESTONE RISE PIARA WATERS, 23 Limestone Rise PIARA WATERS

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Contribution Summary (01/03/2024-28/02/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
1	Contribution Schedule Owner Total	106	\$1,107.71 \$1,107.71	\$0.00 \$0.00	\$0.00 \$1,107.71
2, 3, 4	Contribution Schedule Owner Total	109	\$1,139.05 \$1,139.05	\$0.00 \$0.00	\$0.00 \$1,139.05
5, 6, 7, 8	Contribution Schedule Owner Total	114	\$1,191.31 \$1,191.31	\$0.00 \$0.00	\$0.00 \$1,191.31
9	Contribution Schedule Owner Total	111	\$1,159.95 \$1,159.95	\$0.00 \$0.00	\$0.00 \$1,159.95
	Overall Total		\$10,450.05	\$0.00	\$10,450.05

Schedule	UOE
Contribution Schedule	1000

Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

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Page 1

Balance Sheet - S/Plan 71921
"23 LIMESTONE RISE PIARA WATERS"
23 LIMESTONE RISE, PIARA WATERS, WA 6112
For the Financial Period 01/03/2024 to 28/02/2025
FINAL

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank Trust Account Strata Plan 71921	\$8,782.72	\$0.00	\$8,782.72
Total Assets	\$8,782.72	\$0.00	\$8,782.72
Liabilities			
Levies Paid in Advance	\$3,463.14	\$0.00	\$3,463.14
Total Liabilities	\$3,463.14	\$0.00	\$3,463.14
Net Assets	\$5,319.58	\$0.00	\$5,319.58
Owners Funds			
Opening Balance	\$3,559.22	\$0.00	\$3,559.22
Net Income For The Period	\$1,760.36	\$0.00	\$1,760.36
Total Owners Funds	\$5,319.58	\$0.00	\$5,319.58

Income and Expenditure Statement - S/Plan 71921**"23 LIMESTONE RISE PIARA WATERS"****23 LIMESTONE RISE, PIARA WATERS, WA 6112**

For the Financial Period 01/03/2024 to 28/02/2025

FINAL**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdue Levies	\$7.08	\$0.00	\$4.62
Levy Income	\$10,450.05	\$10,450.00	\$9,884.48
Total Administrative Fund Income	\$10,457.13	\$10,450.00	\$9,889.10
Expenses			
Contract Charges - Additional Services (Sch. B,C,D)	\$246.63	\$200.00	\$243.05
Contract Charges - Strata Management Fees	\$2,000.04	\$2,000.00	\$2,000.00
Insurance - Premiums	\$1,647.00	\$1,300.00	\$1,242.00
Maintenance - Contingencies	\$0.00	\$500.00	\$420.75
Maintenance - General Repairs	\$190.00	\$500.00	\$0.00
Maintenance - Lawns & Gardening	\$2,028.00	\$2,000.00	\$2,028.00
Maintenance - Miscellaneous Charges	\$0.00	\$500.00	\$0.00
Maintenance - Plumbing Backflow Device	\$0.00	\$350.00	\$0.00
Utility - Electricity	\$102.27	\$850.00	\$397.61
Utility - Water usage & Sewerage	\$2,482.83	\$2,250.00	\$1,296.81
Total Administrative Fund Expenses	\$8,696.77	\$10,450.00	\$7,628.22
Administrative Fund Surplus/Deficit	\$1,760.36	\$0.00	\$2,260.88
Opening Balance for the period	\$3,559.22	\$0.00	\$1,298.34
Closing Balance for the period	\$5,319.58	\$0.00	\$3,559.22

Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

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Income and Expenditure Statement - S/Plan 71921

"23 LIMESTONE RISE PIARA WATERS"

23 LIMESTONE RISE, PIARA WATERS, WA 6112

For the Financial Period 01/03/2024 to 28/02/2025

FINAL

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Total Reserve Fund Income	\$0.00	\$0.00	\$0.00
Expenses			
Total Reserve Fund Expenses	\$0.00	\$0.00	\$0.00
Reserve Fund Surplus/Deficit	\$0.00	\$0.00	\$0.00
Opening Balance for the period	\$0.00	\$0.00	\$0.00
Closing Balance for the period	\$0.00	\$0.00	\$0.00

Pro-Active Strata Management

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Lot Positions Report - S/Plan 71921 "23 LIMESTONE RISE PIARA WATERS" 23 LIMESTONE RISE, PIARA WATERS, WA 6112

For the Financial Period 01/03/2024 to 28/02/2025

FINAL

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Kayla Buckby	\$317.05 CR	\$1,107.71	\$0.00	\$1,067.59	\$276.93 CR	\$0.00
2	2	Grant Renshaw	\$326.02 CR	\$1,139.05	\$0.00	\$1,097.79	\$284.76 CR	\$0.00
3	3	Melissa Little	\$0.00	\$1,139.05	\$0.00	\$1,139.05	\$0.00	\$0.00
4	4	Carole Corrigan	\$350.00 CR	\$1,139.05	\$0.00	\$1,073.81	\$284.76 CR	\$0.00
5	5	Giritharan & Prathiba Shanmuganathan	\$0.00	\$1,191.31	\$0.00	\$1,489.14	\$297.83 CR	\$4.17
6	6	Kristin White	\$340.97 CR	\$1,191.31	\$0.00	\$1,148.17	\$297.83 CR	\$0.00
7	7	Wai Yin Chong	\$0.00	\$1,191.31	\$0.00	\$1,489.14	\$297.83 CR	\$0.00
8	8	Pathidaran Yogaratnam	\$1,040.50 CR	\$1,191.31	\$0.00	\$1,500.00	\$1,349.19 CR	\$0.00
9	9	Isaac Cornish	\$0.00	\$1,159.95	\$0.00	\$1,533.96	\$374.01 CR	\$2.91
Administrative Fund Totals			-\$2,374.54	\$10,450.05	\$0.00	\$11,538.65	-\$3,463.14	\$7.08
							Administrative Fund Arrears	\$0.00
							Administrative Fund Advances	\$3,463.14

Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

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Lot Positions Report - S/Plan 71921 "23 LIMESTONE RISE PIARA WATERS" 23 LIMESTONE RISE, PIARA WATERS, WA 6112

For the Financial Period 01/03/2024 to 28/02/2025

FINAL

Reserve Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Kayla Buckby	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2	Grant Renshaw	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	3	Melissa Little	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	4	Carole Corrigan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	5	Giritharan & Prathiba Shanmuganathan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	6	Kristin White	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	7	Wai Yin Chong	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	8	Pathidaran Yogaratnam	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	9	Isaac Cornish	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reserve Fund Totals			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							Reserve Fund Arrears	\$0.00
							Reserve Fund Advances	\$0.00

Attachment 6

NOTICE OF LEVIES DUE

Notice is hereby given by the proprietors of Strata Company 71921 pursuant to Sections 43, 47 and 100 of the Strata Titles Act 1985 that the following contributions are due.

Invoice

ATT: Carole Corrigan

Issued 03/02/2025 on behalf of:






Carole Corrigan
1a Eliza Court
HAMILTON HILL WA 6163

23 Limestone Rise Piara Waters
Strata Plan No. 71921
ABN: 19376347840

Address of property: Lot 4, Unit 4, 23 Limestone Rise, PIARA WATERS WA 6112
Owners Name: Carole Corrigan

Due Date	Ref.	Details	Admin	Reserve	Interest	Paid	Due
01/03/2025	80	Standard Levy Contribution Schedule (01/03/25 - 31/05/25)	\$284.76	\$0.00	\$0.00	\$0.00	\$284.76
						Total Amount Due	
No GST has been charged.						\$284.76	

Section 100 of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.
If this invoice is not paid within 30 days of the Notice Date further interest charges and fees may be applied to your account

		IMPORTANT CHANGES - DEFT Payment Systems are no longer accepting mail-in cheques sent to the DEFT PO Boxes, <i>Please take all cheque payments to Australia Post outlets along with this payment slip. Additionally, Cash payments are NO LONGER accepted at Australia Post outlets.</i>	
 Pay over the Internet from your Credit Card or pre-registered bank account at deft.com.au .		Billers Code: 96503 Ref: 245751276 80323	Account: Trust Account Strata Plan 71921 Owner: Carole Corrigan Strata Company: 71921 Lot No: 4
Payments by internet from your bank account require registration. Register at deft.com.au	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
Payments made by credit card do not require registration and a surcharge may apply. Registration isn't required for one-off card payments.		Pay in-store at Australia Post by Cheque or EFTPOS (NO CASH)	All Cheques must be made payable to: Trust Account Strata Plan 71921
 *496 245751276 80323			Total Due \$284.76
DEFT Reference Number: 245751276 80323			
+245751276 80323 <		000028476<3+	



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CAH0008167
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	22/05/2024 to 22/05/2025 at 4:00pm
The Insured	THE OWNERS OF 23 LIMESTONE RISE, PIARA WATERS SURVEY STRATA PLAN 71921
Situation	23 LIMESTONE RISE PIARA WATERS WA 6112

Policies Selected

Policy 1 – Community Property

Community property: \$118,100
Community income: \$17,715
Common area contents: \$1,181

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$250,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

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



Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

03/05/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.