

**FOR SALE**



Merrifield Real Estate

**Offers Above \$730,000**

**2 / 16 KING STREET, MOUNT CLARENCE**



Merrifield Real Estate



Merrifield Real Estate



Merrifield Real Estate

## WHALES, WAVES AND SUNRISE ON THE WATER

- Multi-storey brick home, prestigious locale near the beach
- Sensational views to King George Sound, Middleton Bay
- Family room, upstairs lounge, sunroom, patio, balcony
- Double garage, caravan shed, powered workshop
- Reticulation, opposite bush, private, cul-de-sac location

**Merrifield**  
REAL ESTATE

**Lee Stonell**

**0409 684 653**

0898414022

[lee@merrifield.com.au](mailto:lee@merrifield.com.au)



 **4**  **2**  **3**  **629 m2**



Disclaimer: All details on the brochure are presented on the vendor's advice. Prospective purchasers should take necessary actions on their own behalf to satisfy themselves of the details of conditions, contents, fixtures and improvements in regards to this property. **Merrifield Real Estate Pty Ltd JR Stewart Trust T/A Merrifield Real Estate, 258 York Street, Albany WA 6330**

## 2 / 16 KING STREET, MOUNT CLARENCE



### Specification

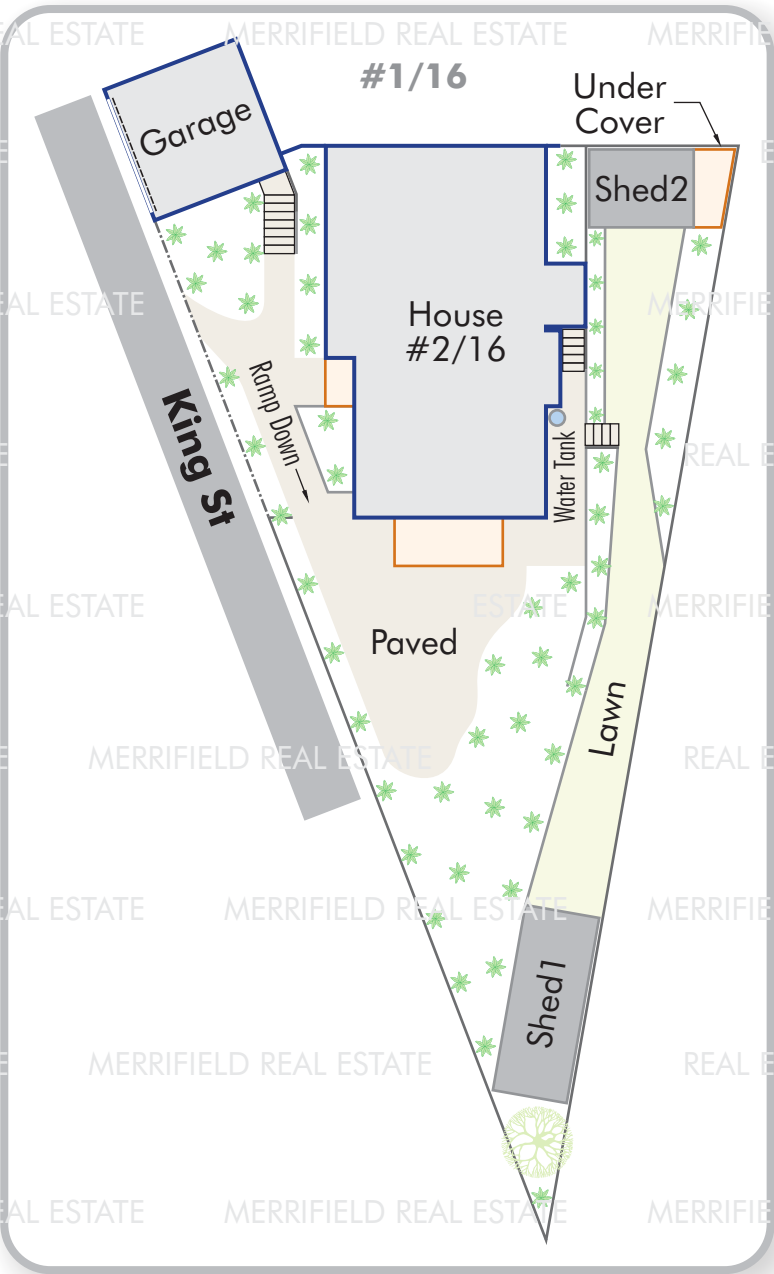
Asking Price	Offers Above \$730,000	Land Size	629.00 m2
Bedrooms	4	Frontage	50.64m
Bathrooms	2	Restrictive Covenants	See Certificate of Title
Toilets	2	Zoning	Residential - R25
Parking	3	School Zone	Albany P.S / A.S.H.S
Sheds	3m x 7m Caravan Shed & Powered workshop	Sewer	Connected
HWS	Solar with an electric booster	Water	Connected
Solar	N/A	Internet Connection	Available
Council Rates	\$2,530.77	Building Construction	Brick & Tile
Water Rates	\$1,525.99	Insulation	Wool Insulation
Strata Levies	N/A	Built/Builder	1980
Weekly Rent	\$550.00 - \$600.00	BAL Assessment	N/A



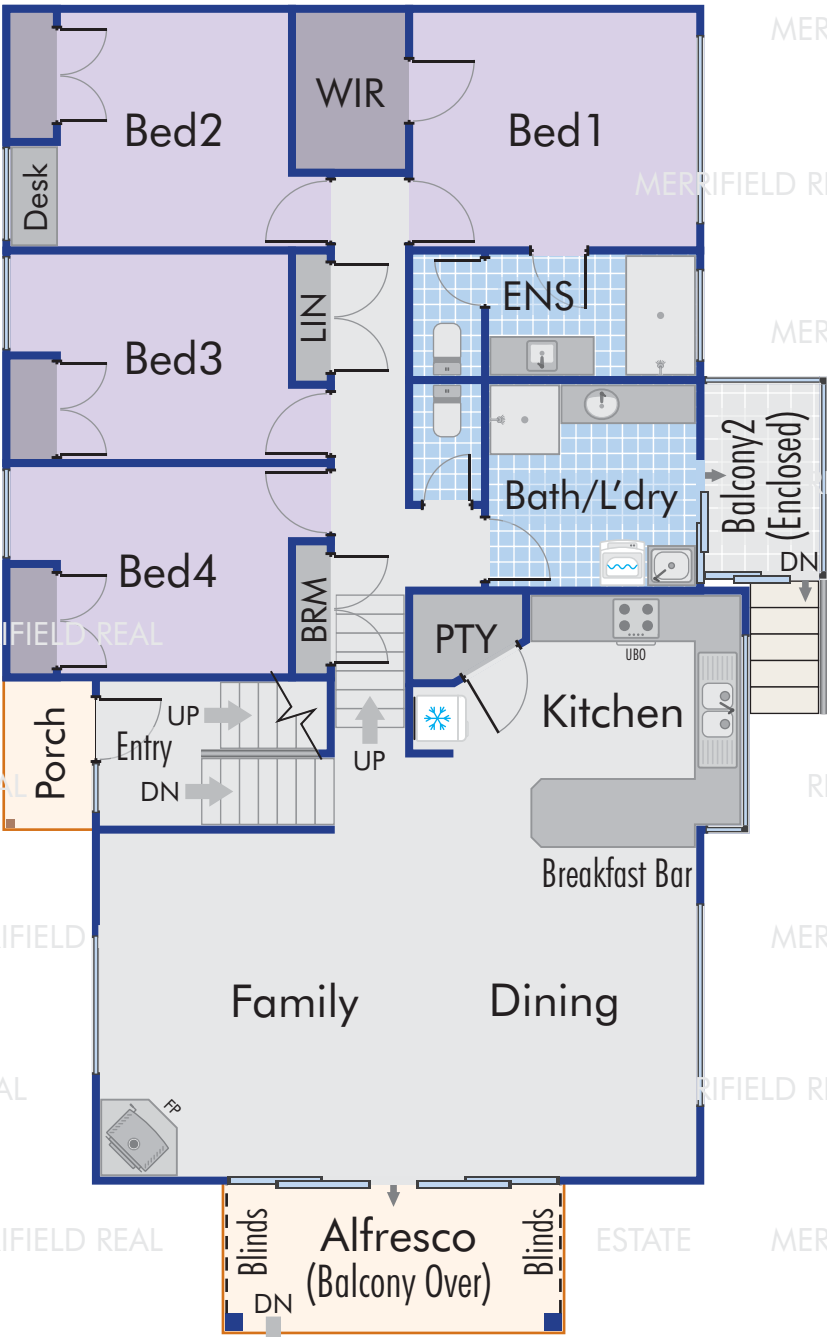
Merrifield Real Estate

Boundaries are Approximate

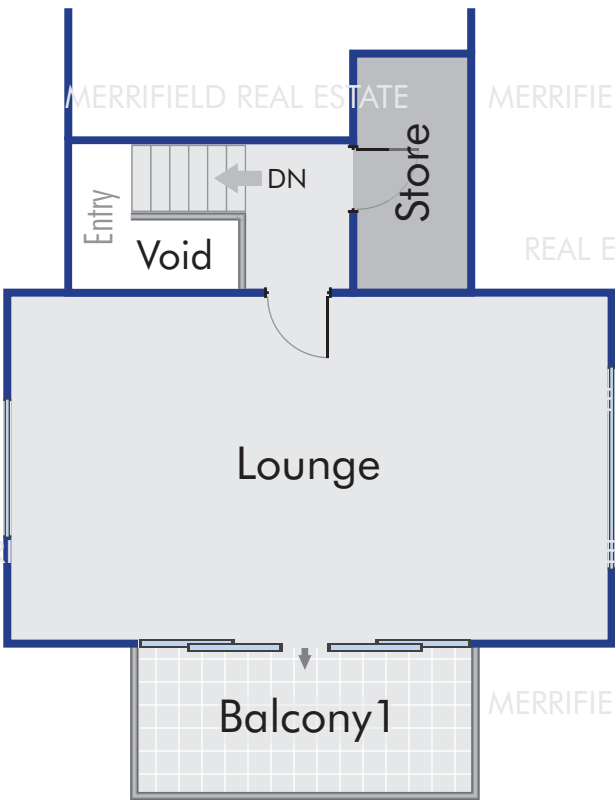
4 | 2 | 2



Site Plan



Ground Floor



Upper Floor

This floor plan, description, dimensions and areas are provided as a guideline only and are approximate. Whilst care has been taken in the preparation of the information, buyers must inspect the property, make their own enquiries, take their own measurements or consult the architectural plans for exact dimensions. Neither the sellers nor the agent will be held responsible or liable for any discrepancies.

-- Map Viewer Plus --

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Created: 9 October 2023 from Map Viewer Plus: <https://maps.landgate.wa.gov.au/maps-landgate/registered/>



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Please refer to original documentation for all legal purposes.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1919

386

**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 2 ON STRATA PLAN 22129  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

MARY MATHESON BADGER OF UNIT 2 16 KING STREET MOUNT CLARENCE WA 6330  
(T P080037 ) REGISTERED 18/3/2022

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.

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: SP22129  
PREVIOUS TITLE: SP22129  
PROPERTY STREET ADDRESS: UNIT 2 16 KING ST, MOUNT CLARENCE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY

# Strata Plan 22129

Lot	Certificate of Title	Lot Status	Part Lot
1	1919/385	Registered	
2	1919/386	Registered	

STRATA PLAN 22129



PLAN OF LOT 8 of Albany Sub Lot 146 on Diagram 19505

CERTIFICATE OF TITLE Volume 1919 Folio 384

LOCAL AUTHORITY Town of Albany

LOCALITY Albany INDEX PLAN Corimup 2000 12-04

NAME OF BUILDING UNITS 1 AND 2, 16 KING STREET, ALBANY

NAME OF BODY CORPORATE

(IF STRATA PLAN OF SUBDIVISION  
OR CONSOLIDATION)

ADDRESS FOR SERVING OF UNIT 2, 16 KING STREET

NOTICES ON COMPANY ALBANY WA 6330

PURPOSE

LODGED 2.12.91 1797

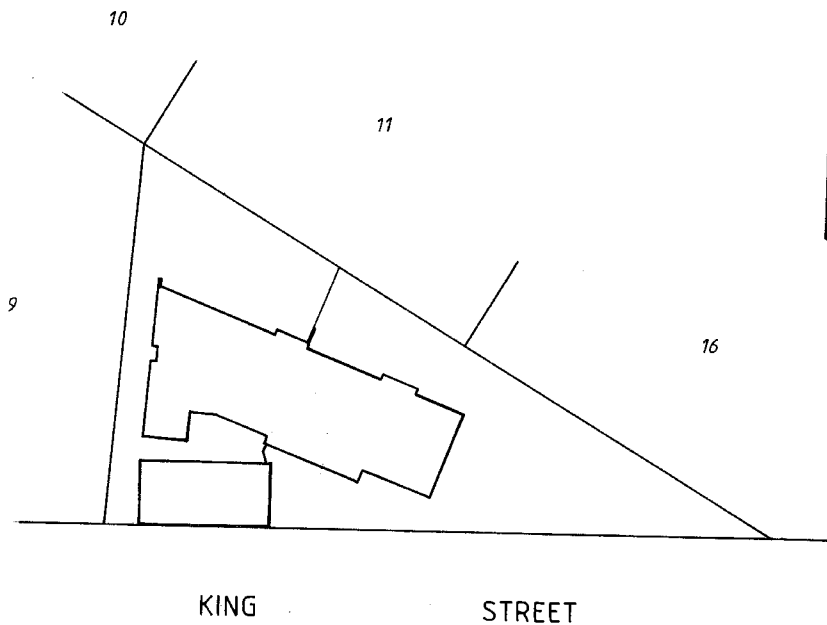
EXAMINED 19.12.91 G.F.

REGISTERED 19.12.91 App E.7.72027



S. Mulcahy

REGISTRAR OF TITLES



Scale 1 : 500

SCHEDULE OF UNIT  
ENTITLEMENT

## OFFICE USE ONLY

CURRENT Cs. of TITLE

LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	45	1919-385	
2	55	1919-386	
AGGREGATE	100		

## CERTIFICATE OF LICENSED VALUER

I, CHRISTOPHER P. KING being a Licensed Valuer licensed under the Land Valuers Licensing Act 1978 do hereby certify that the unit entitlement of each Lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all Lots delineated on the strata plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the capital value of that Lot bears to the aggregate capital value of all the Lots delineated on the plan.

22/11/91  
DateC.P. King  
Signed

E66747/1/89-2M-S/7652

STRATA PLAN No. 22129

## DESCRIPTION OF PARCEL AND BUILDING

A brick and Tile Duplex dwelling comprising one single storey and one two storey unit situated on Lot 8 of Albany Sub Lot 146 on Diagram 19505, being the whole of the land contained in Certificate of Title Volume 1919 Folio 384.

The postal address being:

Units 1 and 2, 16 King Street, ALBANY WA 6330

## CERTIFICATE OF SURVEYOR

I, JOHN R KINNEAR, being a licensed surveyor registered under the Licensed Surveyors Act 1909, as amended, hereby certify that:—

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- (b) each building referred to above is within the external surface boundaries of the parcel; or
- ~~(c) in a case where a part of a wall or building, or material attached thereto, encroaches beyond the external surface boundaries of the parcel—~~ *for*
  - ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~ *for*
  - ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent;~~ *for*
  - ~~and~~
  - ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and registered as an appurtenance of the parcel.~~ *for*

22. 11. 91  
Date

*John R Kinnear*  
Licensed Surveyor

## CERTIFICATE OF LOCAL AUTHORITY

## TOWN OF ALBANY

....., the local authority hereby certifies that—

- (1) (a) the building and the parcel referred to above has been inspected and that it is consistent with the building plans and specifications in respect of the building thereof that have been approved by the local authority; or
- ~~(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~ *for*
- (2) the building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act 1985;
- ~~(3) where a part of a wall or building or material attached thereto encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the Local authority is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local authority does not object to the encroachment;~~ *for*
- (4) ~~(a) any conditions imposed by the State Planning Commission have been complied with;~~ *for*
- ~~(b) the within strata scheme is exempt from the requirement of approval by the State Planning Commission.~~

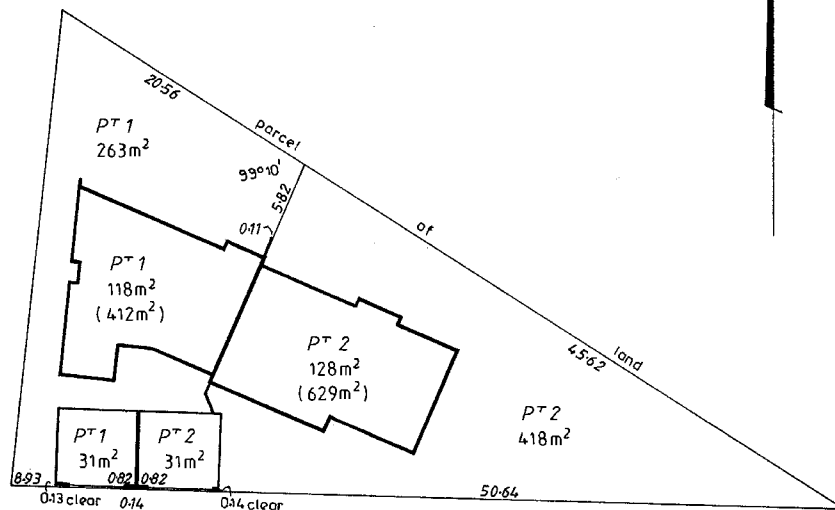
23 NOV 1991  
Date

\*Delete whichever is inapplicable

*per R Barnett* (Principal Building Surveyor)  
Town/Clerk  
*Delegated officer in accordance with Section 23*

STRATA PLAN No. 22129  
GROUND FLOOR

The stratum of the outside areas extend between five metres below and ten metres above the surface of the ground floor of the respective adjoining units except where covered



As at 20th July 1997 unless a notice of resolution under section 21H or an objection under 21O has been recorded on the strata plan -

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by section 3AB of the *Strata Titles Act 1985*;

The scheme may not be a single tier scheme, as defined in section 3(1) of the *Strata Titles Act 1985*;

The areas of the lots shown on the strata plan may have changed;

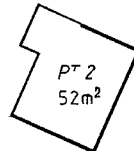
Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary;

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.

For other Part of Lot 2  
see Sheet 2 of 2

Scale 1 : 400

41445/6/85-1M-S/7658

STRATA PLAN No. 22129  
FIRST FLOOR

As at 20th July 1997 unless a notice of resolution under section 21H or an objection under 21O has been recorded on the strata plan -

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by section 3AB of the *Strata Titles Act 1985*;

The scheme may not be a single tier scheme, as defined in section 3(1) of the *Strata Titles Act 1985*;

The areas of the lots shown on the strata plan may have changed;

Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary;

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.

For other Part of Lot 2  
see Sheet 1 of 2

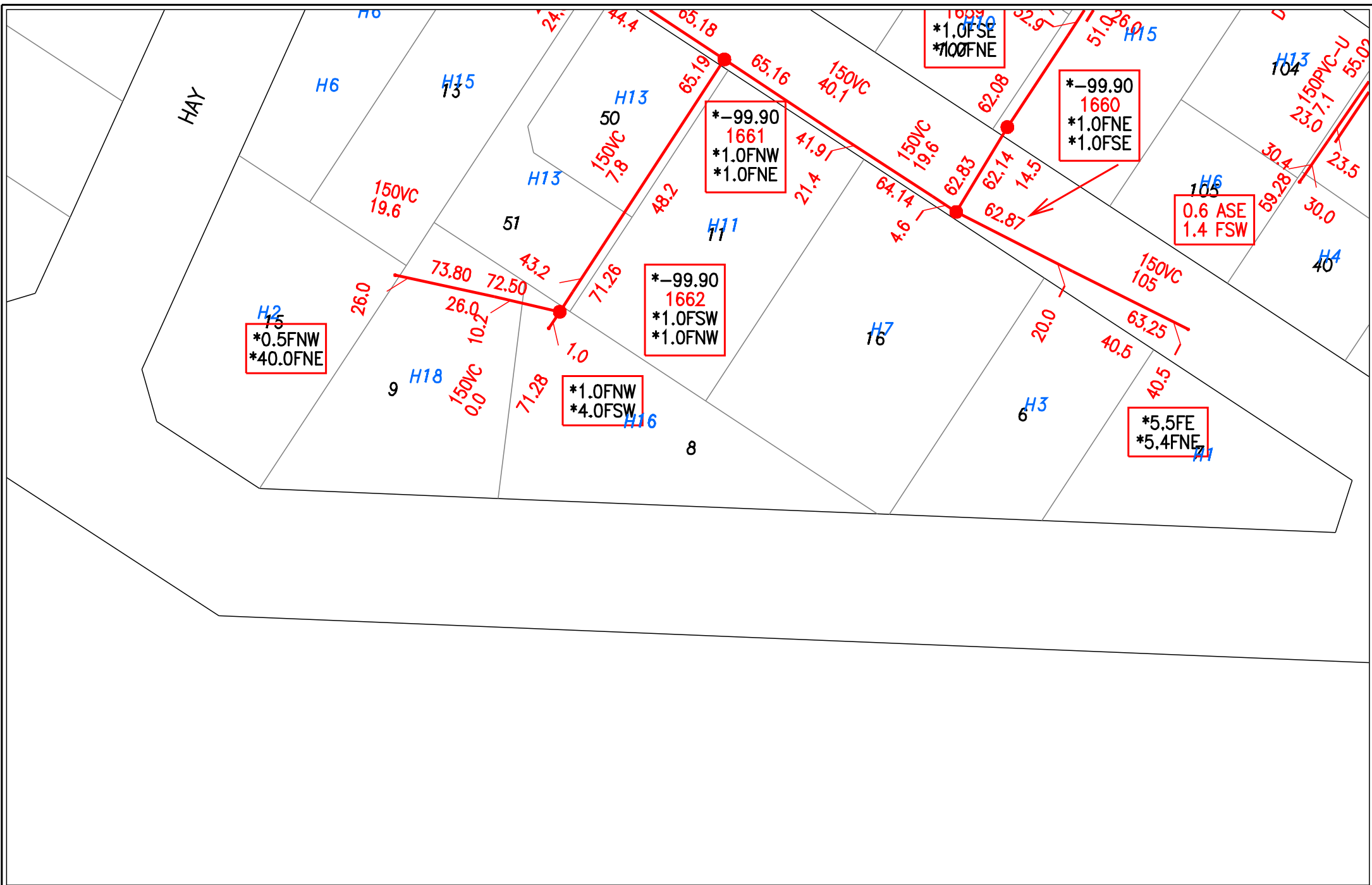
Scale 1 : 400

41445/6/85-1M-S/7658

[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SIGNATURE OF THE REGISTRAR OF TITLES ARE CANCELLED





# Plan Legend (summary)

## INFORMATION BROCHURE



This legend is provided to [Dial Before You Dig](#) users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from [www.watercorporation.com.au](http://www.watercorporation.com.au). (Your business > Working near pipelines > Downloads)

**WARNING** - Plans may not show all pipes or associated equipment at a site, or their accurate location. Pothole by hand to verify asset location before using powered machinery.

### WATER, SEWERAGE AND DRAINAGE PIPELINES

#### CRITICAL PIPELINE (thick line) EXTRA CAUTION REQUIRED

A risk assessment may be required if working near this pipe. Refer to your [Dial Before You Dig](#) information or call 131375.

Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.

P.M. pressure main

M.S. main sewer

R rising main (i.e. drainage pressure main)

#### Common material abbreviations:

AC asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged.

CI cast iron

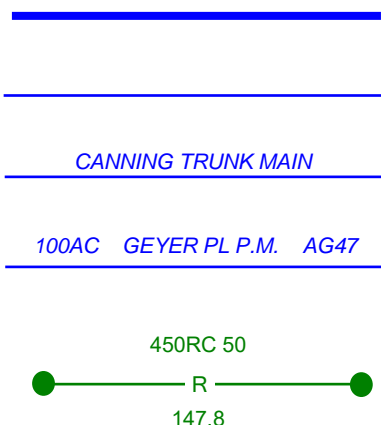
GRP glass reinforced plastic

P PVC - class follows pipe material (e.g. 100P-12)

RC reinforced concrete

S steel

VC vitrified clay



### NON-STANDARD ALIGNMENT

Pipes are not always located on standard alignments due to local conditions. (i.e. Other than 2.1 m for reticulation mains and 4.5 m for distribution mains.)



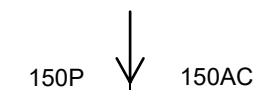
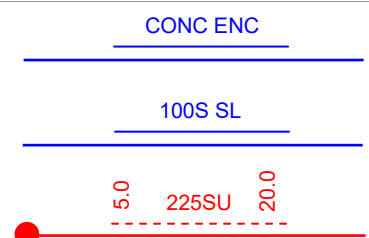
### OTHER PIPE SYMBOLS

Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.



### CONCRETE ENCASEMENT, SLEEVING AND TUNNELS

May be in different forms: steel, poured concrete, box sections, slabs.



### CHANGE INDICATOR ARROW

Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).



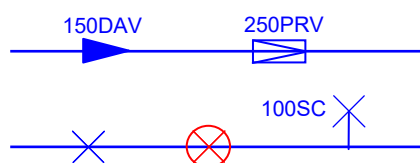
### PIPE OVERPASS

The overpass symbol indicates the shallower of the two pipes.



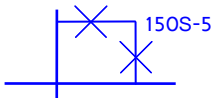
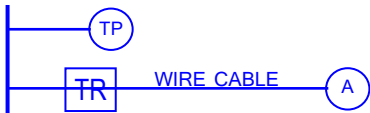





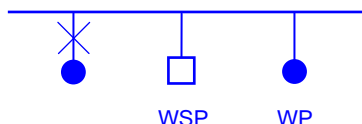
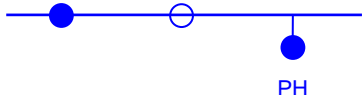
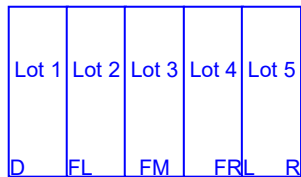




### VALVES

Many different valve types are in use. Valve may be in a pit or have a visible valve cover. There may be no surface indication.



Valves may be shallower than the main or offset from it. e.g. A scour valve (SC) may have a pipe coming away from main pipeline on the opposite side to that indicated on the plan.

 	<b>FIRE SERVICES</b> 100 mm polythene domestic (DOMS) service FS Fire service FHS Fire hydrant service Hydrant may be visible external to the building. Even if not visible a substantial fire service may still be present.	
	<b>PIPE BYPASS</b> Bypass will not be on the same alignment as the main pipeline.	
	<b>CATHODIC PROTECTION (CP)</b> Buried CP equipment may be located some distance from the pipeline being protected interconnected by buried cable. All CP fittings may not be visible. A buried anode – various sizes and configurations TP test point - may be visible on a post or in-ground TR transformer rectifier	
	<b>ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT</b> NOTE: Opening any manhole or pit is dangerous and is prohibited. Below ground. May not be any visible signs at ground level or may be located in a pit.	
	<b>WASTEWATER ACCESS CHAMBERS (MANHOLES)</b> -- Manhole (shown not labelled) -- Tee or maintenance shaft (shown not labelled) MS maintenance shaft (labelled) WARNING: Opening any manhole or pit is dangerous and is prohibited.	
	<b>WASTEWATER MANHOLE INFORMATION BOXES</b> Square non-trafficable Do not drive vehicles over or place loads. Round trafficable In general if not located in the road treat as if non-trafficable.	
	<b>HAZARDOUS MANHOLE</b> Indicates a potential health hazard from risk of exposure to toxic waste. WARNING: Opening any manhole is dangerous and is prohibited.	
	<b>FLOWMETER</b> Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM)	
	<b>STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP)</b> May be located adjacent to mains. Usually there will be some visible indication.	
	<b>Hydrant</b> May not be visible. <b>Hydrant Tee</b> May not be visible. <b>Pillar hydrant</b> Visible	
	<b>PRE-LAID SERVICES</b> D Deferred FL Fully Prelaid Left FM Fully Prelaid Front Middle FR Fully Prelaid Right L Left R Right Code indicates on which side of a lot the water service is located: May be no visible indication at site.	
	<b>SEWER OR DRAINAGE PUMP STATION</b> Several pipes and a pressurised main will be in the vicinity.	
	<b>OPEN CHANNEL</b> OA Landscaped OE Normal Open Earth OF Open channel with flood levee OH Half Pipe OL Lined Channel OS Swale-Shallow Depression OW Natural Water Course Drainage structures, even if dry, must be kept clear of any obstruction such as sand stockpiles.	

# Overview Map Only

Sequence No: 230671433

Map Tile:

Scale: 1:1661

© ATCO Gas Australia Pty Ltd  
ABN 90 089 531 975

Job No: 35223808

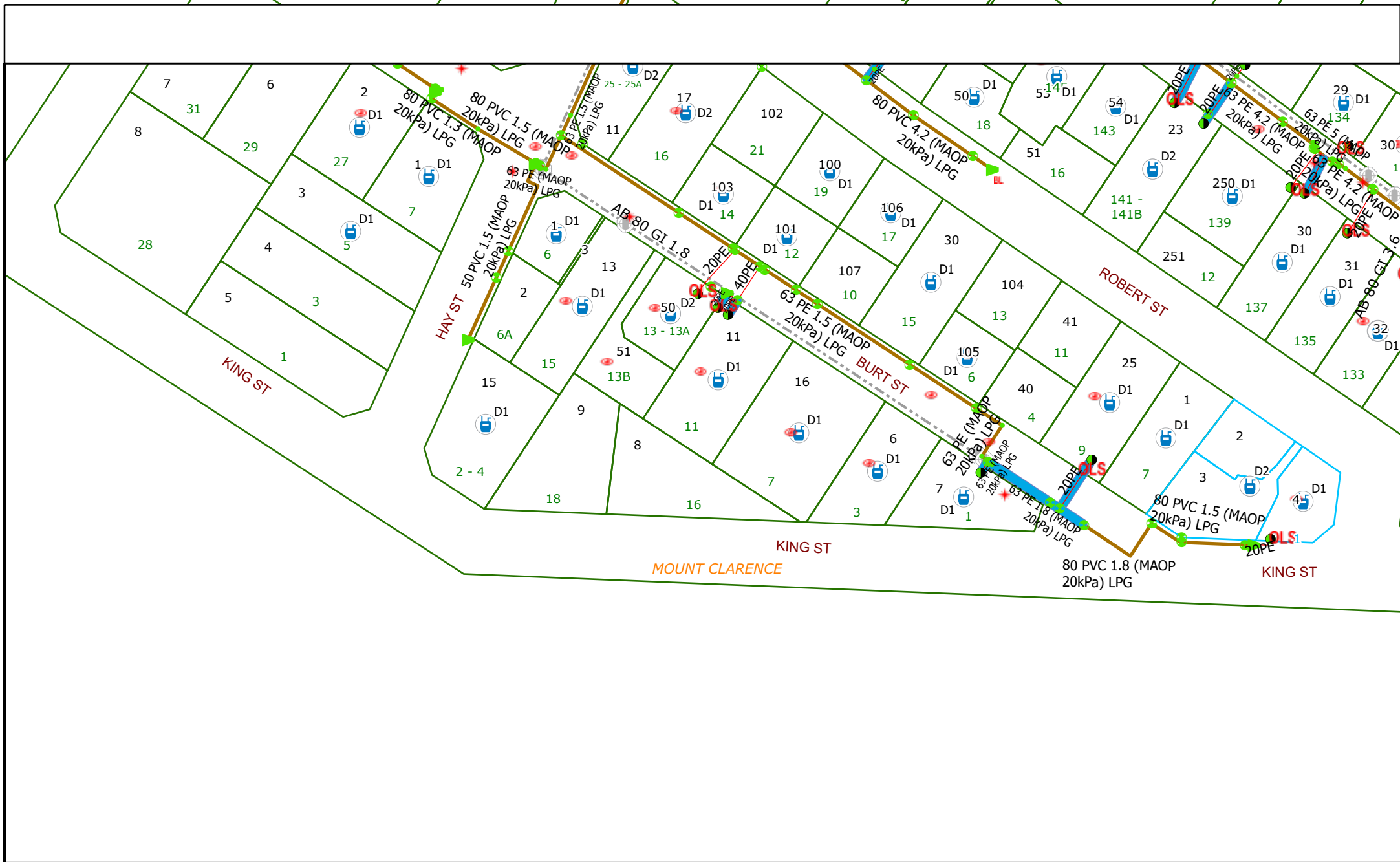
Date: 10/10/2023

Location: Unit 2 16 King St, Mount Clarence 6330



Please read all **warnings**, conditions and information on the attached "Underground Asset Details" information sheet. This plan is issued subject to that information and those conditions and **warnings** (including, but not limited to, the "NO HOT WORKS" warning). Plans are current for only **30 days** from date of request, indicative only and not warranted to be accurate. It is your responsibility to carefully locate underground assets and follow safe work practises and procedures (eg pot-holing). ATCO Gas Australia will seek compensation for damage caused to assets.

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Sequence No: 230671433

Map Tile: 1

Scale: 1:1500

© ATCO Gas Australia Pty Ltd  
ABN 90 089 531 975

Job No: 35223808

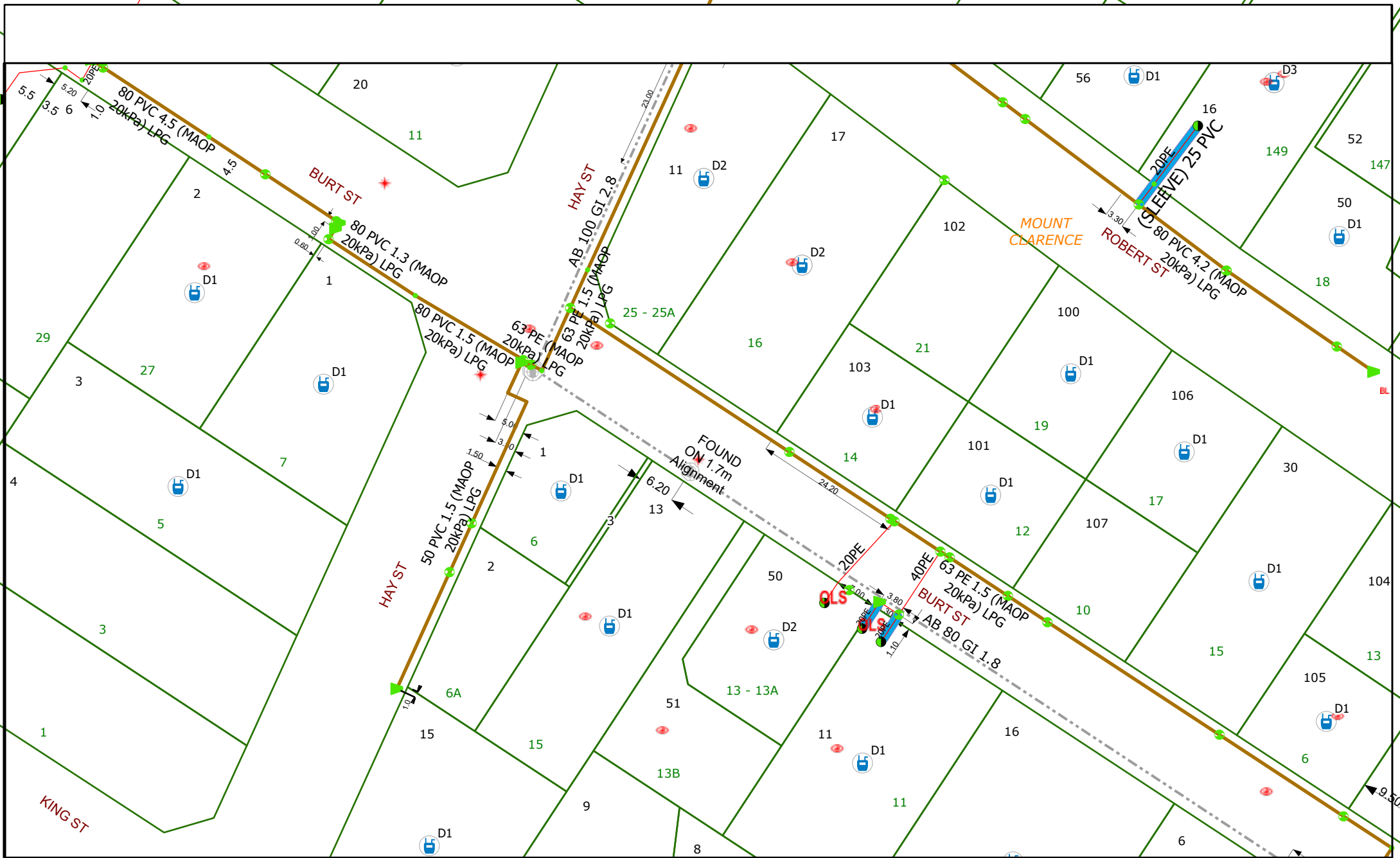
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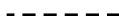








# SYMBOLS SHEET

## GAS UTILITY NETWORK








### EXISTING GAS NETWORK

-  Transmission Pipelines
-  Distribution Pipelines
-  Distribution Pipe MAOP 350kPa
-  Distribution Pipe MAOP 70kPa
-  Distribution Pipe MAOP 7kPa
-  Not Gassed (none)
-  Service Pipe





### PROPOSED GAS NETWORK

-  Proposed Main
-  Common Trenching
-  Replacement Program



### ABANDONED GAS NETWORK

-  Inactive / Removed Meter
-  Abandoned Fitting
-  Abandoned Valve
-  Abandoned Gas Main
-  Abandoned Fitting SOLD
-  Abandoned Valve SOLD
-  Abandoned Gas Main SOLD

### COMPOUNDS

-  Gate Station
-  Pressure Reducing Station
-  L.P.G. Tank
-  Hydrogen Plant

### VALVES

-  Isolation Valves
-  Service Valves






### MONITORING DEVICES

-  Flow Monitoring Device
-  Pressure Monitoring Device



### ASSOCIATED INFRASTRUCTURE

-  Associated Asset




### DUCTS AND SLEEVES

-  Duct
-  Horizontal Boring
-  Sleeve
-  Road Crossing
-  Concrete Slabbing











### REGULATOR SETS

-  Regulator Set
-  Boundary Regulator




### DELIVERY POINTS

-  Meter
-  Interval Meter
-  Meter Set

### PIPE JUNCTIONS














-  End Cap
-  Expansion Joint
-  Reducer
-  Tee
-  Transition
-  Weld
-  Monolithic Joint
-  Stoppie
-  Odorizer
-  Junctions

### PROTECTION DEVICES



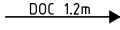
-  Test Point
-  Anode
-  Rectifier

## FEATURES






### FEATURE POINTS

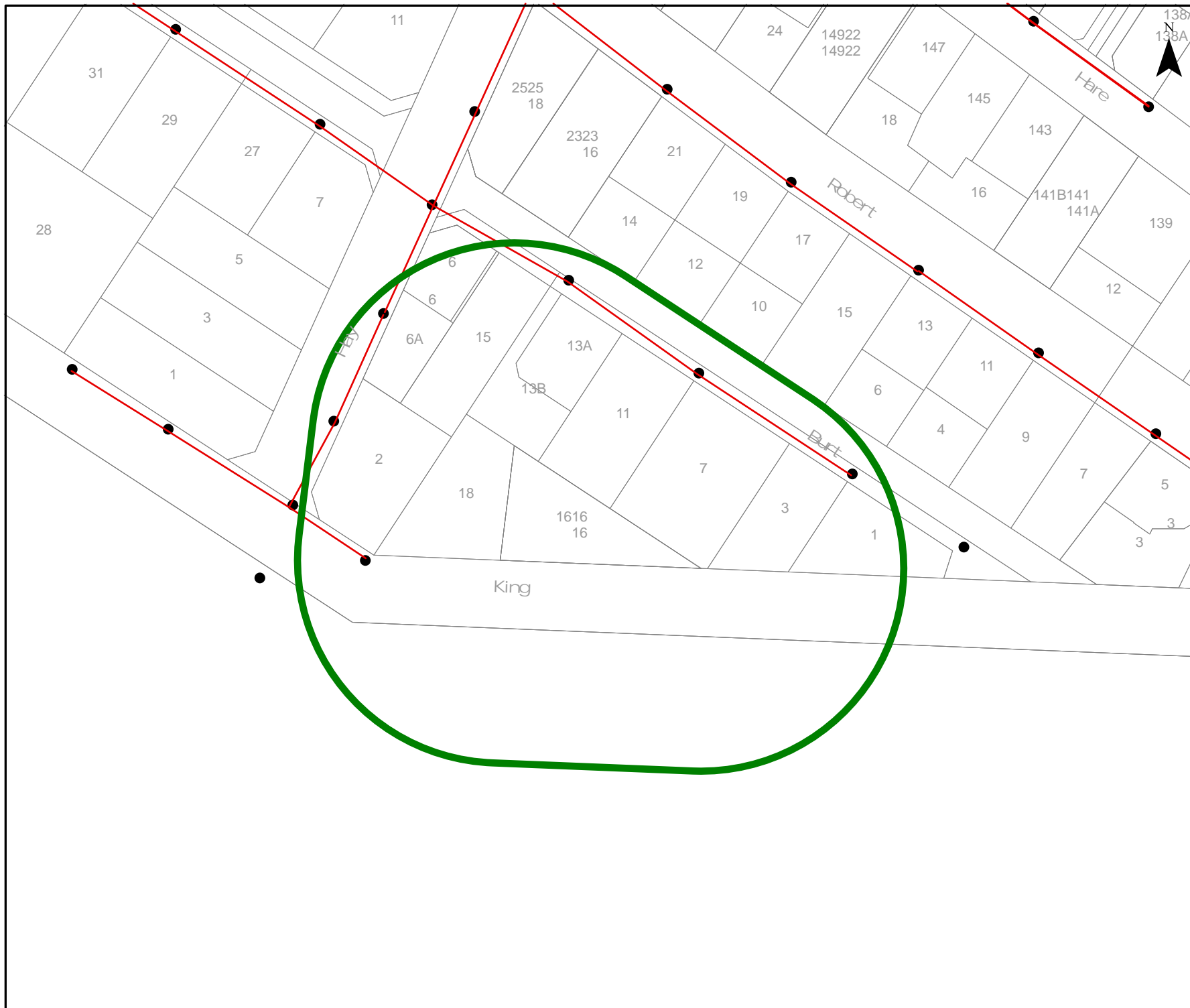
-  Side Elevation
-  Obstacle
-  See Details
-  Not Connected
-  Gas Service
-  Sign
-  Offline Service
-  Linked Document
-  Pre-Laid Service
-  Pre-Laid Service Stairs
-  Pre-Laid Service Tee
-  Asset end on Building / Property Line
-  Asset ends on Direction Peg


### FEATURE LINES

-  Reference Line
-  Gas Pit
-  Arrow Pointer

### FEATURE POLYGONS

-  Proving Location
-  Pressure Upgrade
-  Not Gassed
-  Suburb
-  Local Government





**OVERHEAD LEGEND**

**Structures**

● Power Pole

■ Transmission Poles

**Transmission Overhead Powerline**

Transmission (33kV - 330kV)

**Distribution Overhead Powerline**

High Voltage (1kV - 33kV)

Low Voltage (< 1kV)

**Proposed Construction Assets**

Design Area \*

High Voltage Overhead Powerline

Low Voltage Overhead Powerline

Power Pole

**Communications Assets**

Overhead Pilot Cable

**Feature**

Area of Interest

**\* Please refer to coversheet**

**Privately owned cables NOT SHOWN (including house services)**

This map is **INDICATIVE ONLY**.  
Check that you have enough clearance from the **DANGER ZONES** near overhead powerlines.

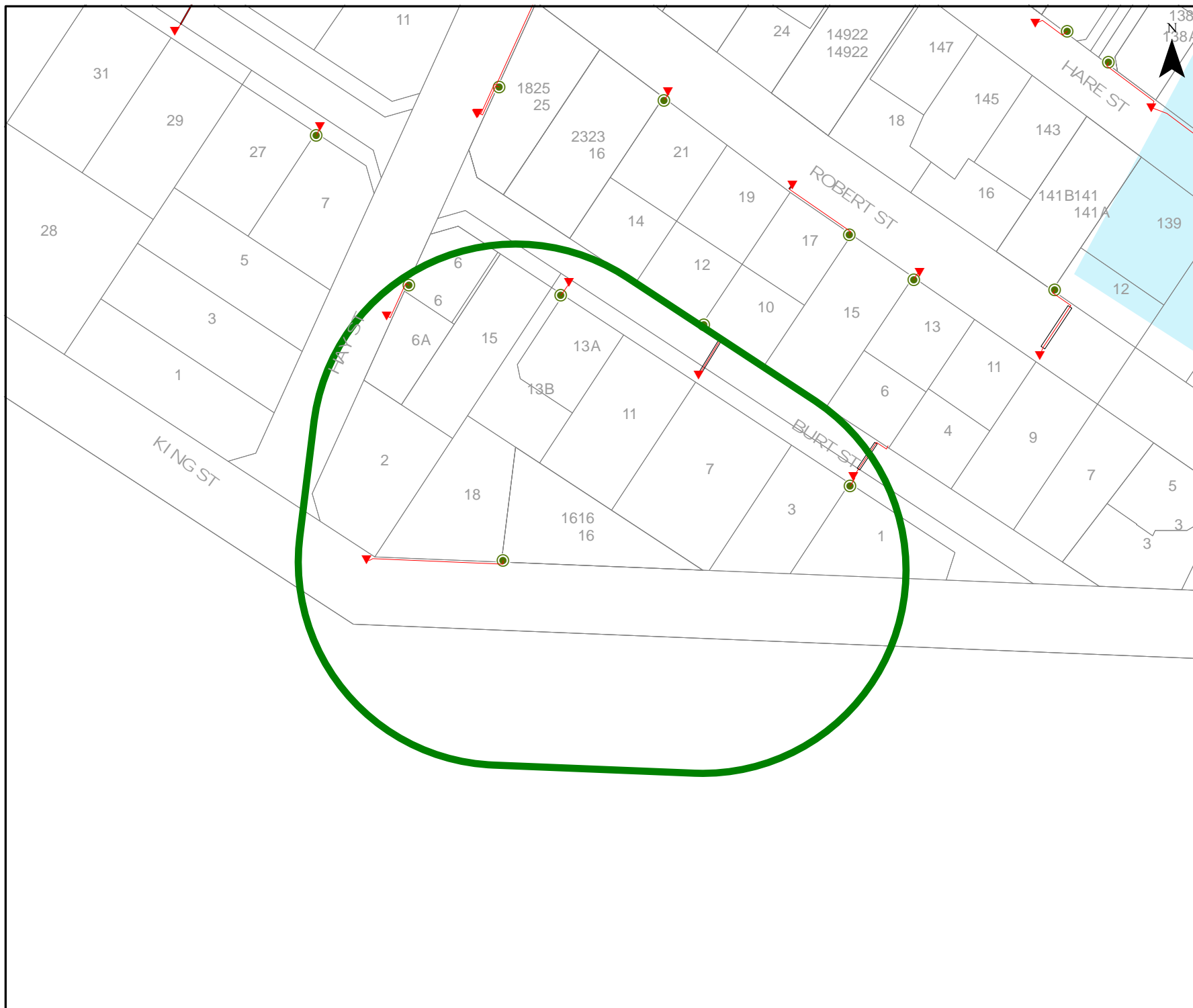
Telephone Support: 1300 769 345  
Mon to Fri - 08:00 to 16:30


Information valid for 30 days from date of issue

A4

Scale : 1:1500

**WARNING! Look out for overhead power lines**





### UNDERGROUND LEGEND

Structures	
Pillar	UG Crossing *
Metal Pole	Ring Main Unit
Transformer Site	LV Distribution Frame

Distribution Cables	
High Voltage Cable (1kV - 33kV)	Low Voltage Cable (< 1kV)
Street Light Circuit (< 1kV)	Street Light Pilot (< 1kV)
Earth Wire	

Cable Pole Terminations	
HV Termination	LV Termination

Proposed Construction Assets	
Design Area *	High Voltage Underground Cable
Low Voltage Underground Cable	Metal Pole
Pillar	HV Termination
Transformer site	LV Termination

State Underground Power Project	
CURRENT Work Area *	COMPLETED Area *

Feature	
Area of Interest	

**\* Please refer to coversheet**

**Privately owned cables NOT SHOWN (including house services)**

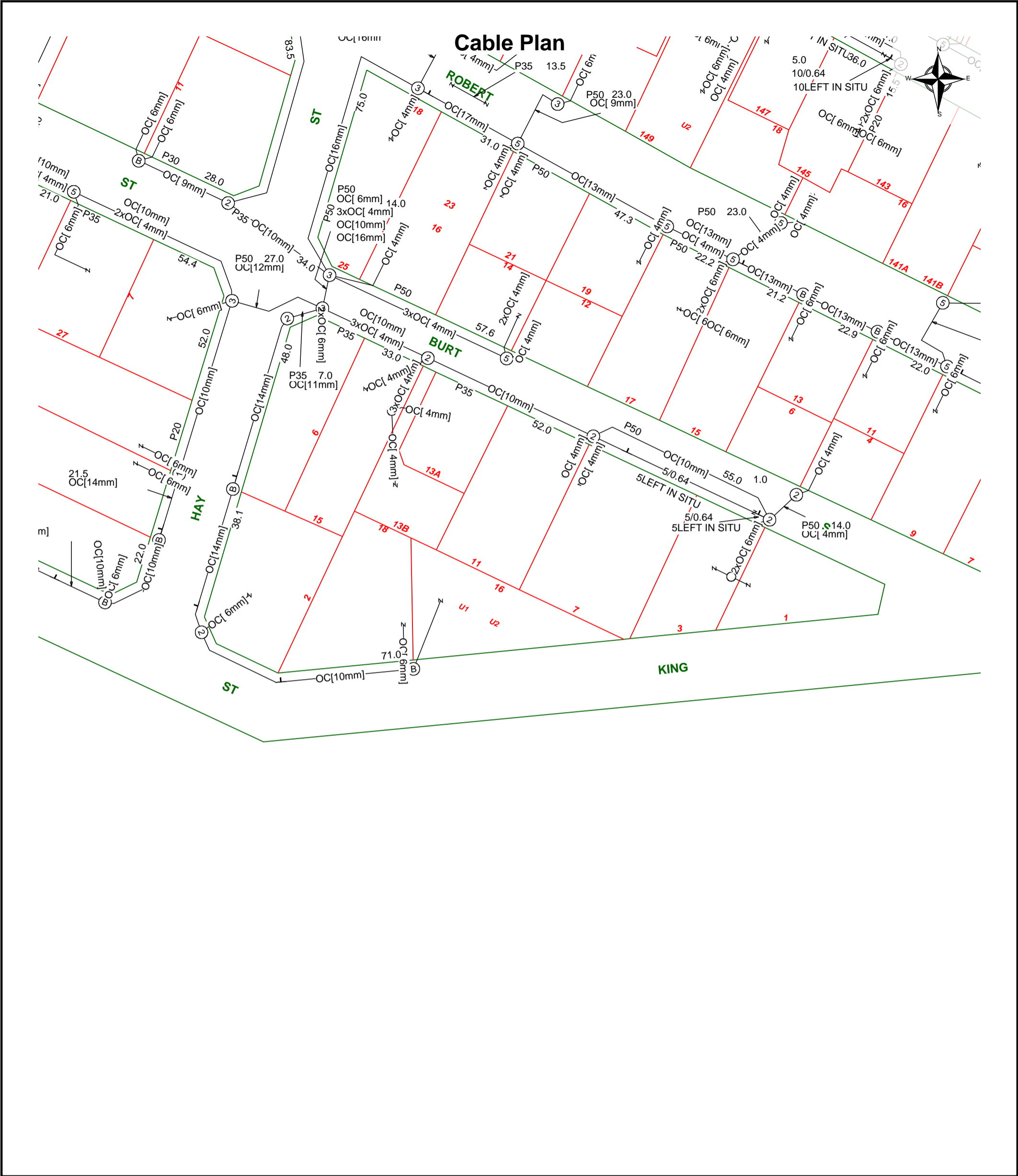
**This map is INDICATIVE ONLY.**  
Hand exposure via pothole method is **MANDATORY**.


Telephone Support: 1300 769 345  
Mon to Fri - 08:00 to 16:30

Information valid for 30 days from date of issue

A4	Scale : 1:1500
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**WARNING! Look out for overhead power lines**



	Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment</a> Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 230671435
	TELSTRA LIMITED A.C.N. 086 174 781	Please read Duty of Care prior to any excavating
	Generated On 10/10/2023 16:43:56	

**WARNING**  
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.  
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.  
Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.  
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.  
Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.  
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



## OPENING ELECTRONIC MAP ATTACHMENTS -

Telstra Cable Plans are generated automatically in either PDF or DWF file types dependant on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



### PDF Map Files (max size A3)

Adobe Acrobat Reader ( <http://get.adobe.com/reader/> ),



### DWF Map Files (all sizes over A3)

Autodesk Viewer (Browser) ( <https://viewer.autodesk.com/> ) or

Autodesk Design Review ( <http://usa.autodesk.com/design-review/> ) for DWF files.  
(Windows)



### Telstra BYDA map related enquiries

email - [Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)

1800 653 935 (AEST Business Hours only)



### REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

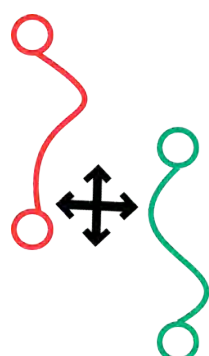
If you receive a message asking for a phone or account number say:

"I don't have one" then say "Report Damage" then press 1 to speak to an operator.



### Telstra New Connections / Disconnections

13 22 00



**Telstra asset relocation enquiries:** 1800 810 443 (AEST business hours only).

[NetworkIntegrity@team.telstra.com](mailto:NetworkIntegrity@team.telstra.com)

<https://www.telstra.com.au/consumer-advice/digging-construction>

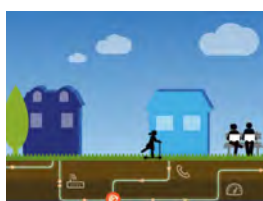


DBYD Certification

Certified Locating Organisation (CLO)

<https://dbydlocator.com/certified-locating-organisation/>

Please refer to attached Accredited Plant Locator.pdf



Telstra Smart Communities

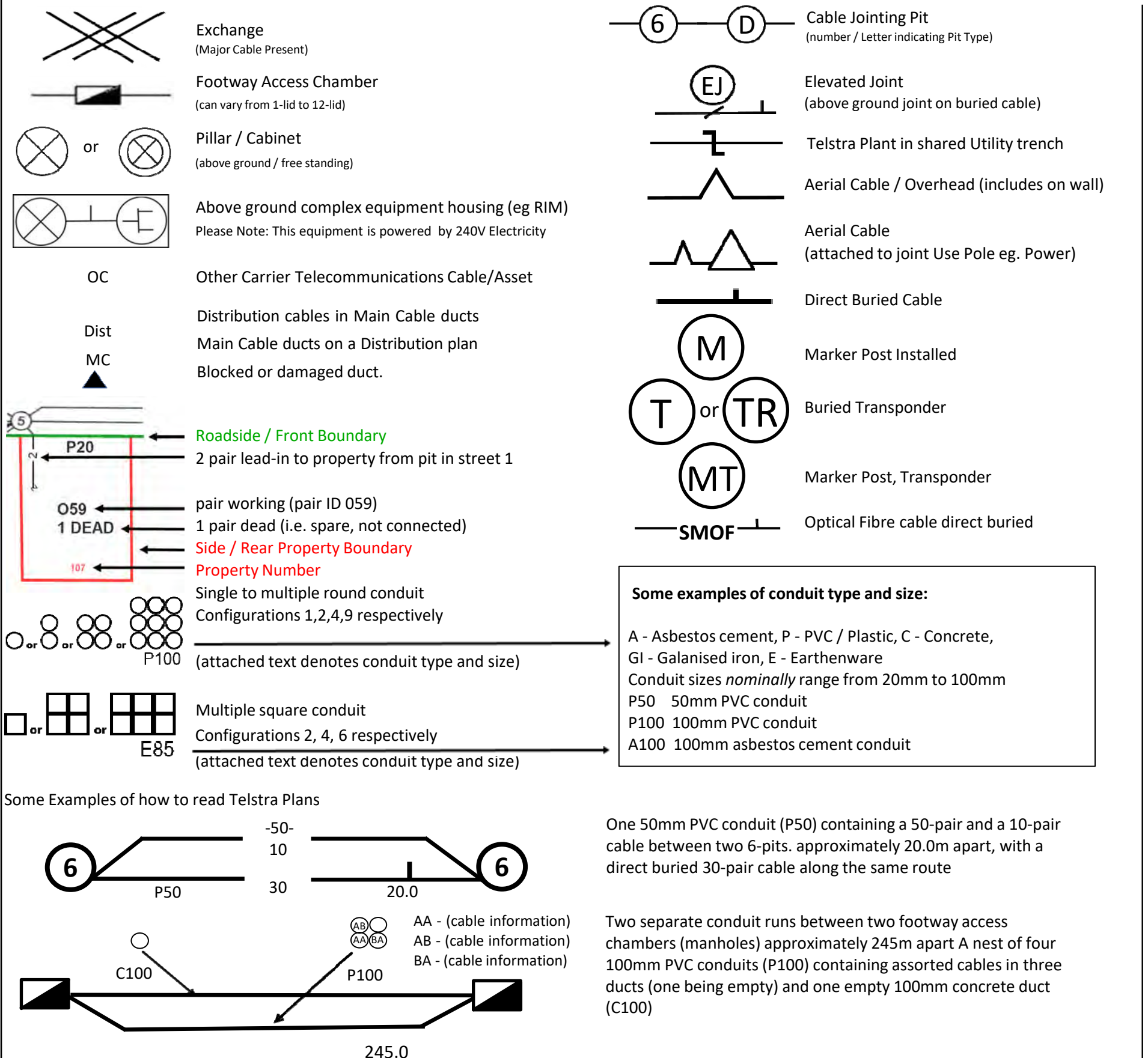
Information for new developments (developers, builders, homeowners)

<https://www.telstra.com.au/smart-community>

# LEGEND



For more info contact a [Certified Locating Organisation](#) or Telstra Plan Services 1800 653 935



**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

31/10/2023

The Client  
C/- Merrifield Real Estate  
258 York Street  
ALBANY WA 6330

To whom it may concern,

RE: RENTAL APPRAISAL – 2/16 KING STREET, MOUNT CLARENCE

We wish to thank you for the opportunity to provide a rental appraisal for the above-mentioned property.

After viewing the property and taking into consideration its location and condition, we feel we can expect to achieve circa **\$550.00 - \$600.00 per week** in the current rental market. The higher amount could be gained with the consideration of allowing pets.

In our opinion the property does require some works to be completed to bring it up to rental standard, these items have been listed below in rank of what must be done 'required' and recommended works. We recommend you seek further information from the undersigned as to what works are necessary to be completed.

In accordance with requirements to minimum security, internal blind cords and RCD and Smoke Alarm checks, please make your own investigations as to whether this property is compliant. Information can be obtained through the below websites:

Smoke Alarm guidelines:

[DFES\\_fireinthehome-smokealarm-renting-selling-FAQs.pdf](#)

Internal Blind cord requirements:

[Obligations of landlords - corded internal window coverings | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)

Minimum Security Requirements:

[Rental property security standards | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](http://commerce.wa.gov.au/rental-property-security-standards)

Should you have any questions, please feel free to contact me on (08) 9841 4022.

Yours faithfully,



Donna Roberts

**Property Manager**

Please note, as per our Professional Indemnity Policy, we must state the following: The Statements have been prepared solely for the information of the client and not for any third party. Although every care has been taken in arriving at the figure, we stress that it is an opinion only and not to be taken as a sworn valuation. We must add the warning that we shall not be responsible should the Statements or any part thereof be incorrect or incomplete in any way. This appraisal is deemed valid for 30 days from the date completed, or such earlier date if you become aware of any factors that have any effect on the property value.



# 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.

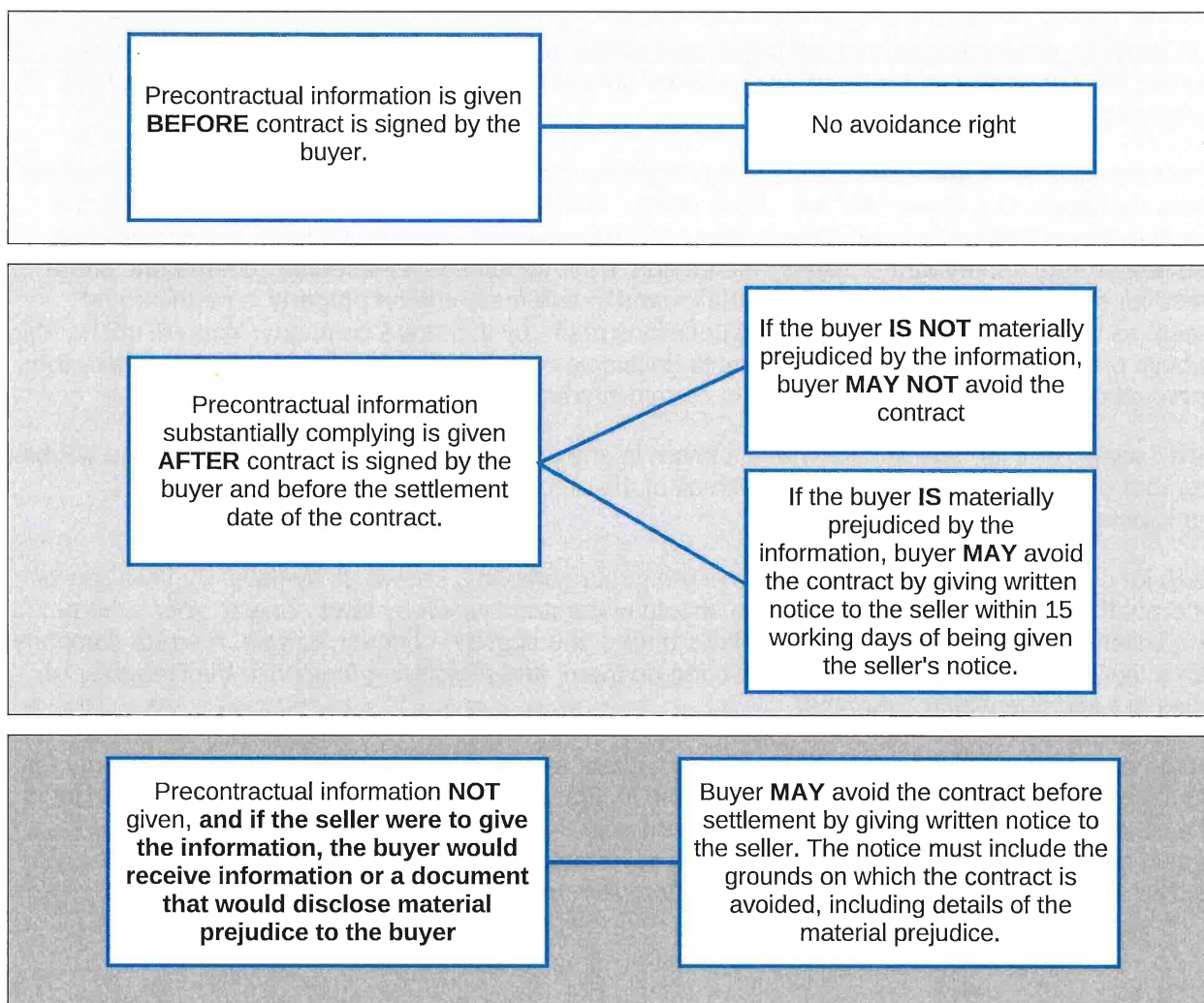
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

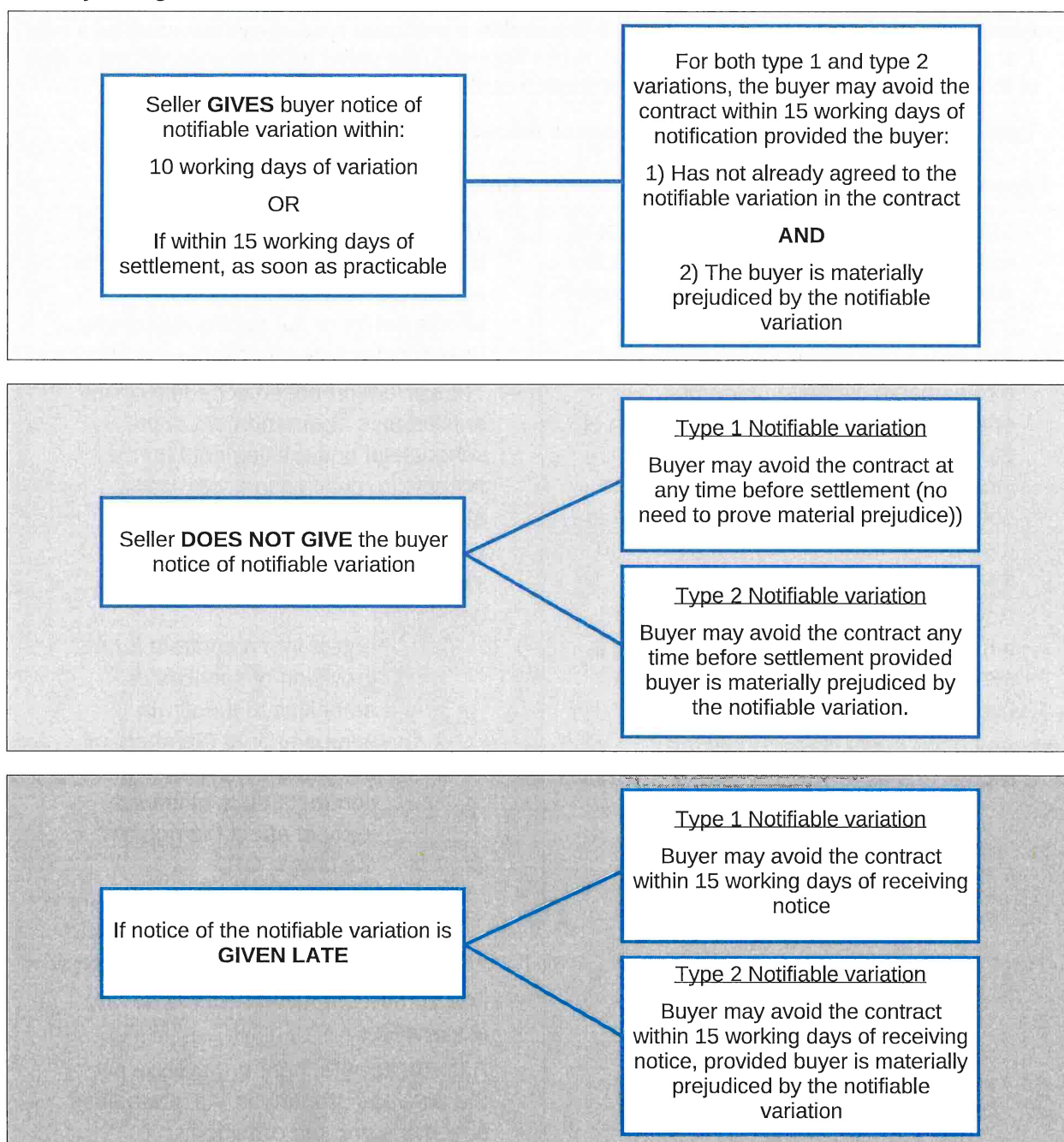
Type 1 and Type 2 notifiable variations are as follows:

<b>Type 1 Notifiable Variation</b>	<b>Type 2 Notifiable Variation</b>
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(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</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

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 Robert Bryan Badger & Gail Maree Kent as Power of Attorney for Mary Matheson Badger

Address \_\_\_\_\_

Telephone/mobile 0419 637 377 (R) Email rbkmsunnyview@westnet.com.au

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

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

#### Scheme Details

Scheme name Unit 1 & 2, 16 King Street Albany

Name of the strata company Owners of Strata Plan 22129

Address for service of the strata company (taken from scheme notice) 16 King Street, Albany

Name of Strata Manager Not applicable

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.

A copy of the scheme plan showing the exact location and definition of the lot \_\_\_\_\_ 1 \_\_\_\_\_

A copy of the scheme by-laws \_\_\_\_\_ 2 \_\_\_\_\_

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 \_\_\_\_\_ 1 \_\_\_\_\_

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

Additional comments: \_\_\_\_\_

### **Minutes (choose one option)**

☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) \_\_\_\_\_

☒ A statement that the strata company does not keep minutes of its meetings\* \_\_\_\_\_ 3 \_\_\_\_\_

☐ 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 \_\_\_\_\_

☒ A statement that the strata company does not prepare a statement of accounts\* \_\_\_\_\_ 3 \_\_\_\_\_

☐ 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 \_\_\_\_\_

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 2, 16 King Street, Mount Clarence WA 6330

Lot 2 on scheme plan no. 22129

(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)	_____		_____

☐ Actual ☐ Estimated total contribution for the lot \$ \_\_\_\_\_

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: \_\_\_\_\_

Due dates \_\_\_\_\_ on \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_ on \_\_\_\_\_

### Strata levy/contributions/other debts owing

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

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



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

Additional comments: \_\_\_\_\_

## 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 / ☒ **We**<sup>1</sup>, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature  \_\_\_\_\_

Name Robert Bryan Badger

Date 5/10/2023

Signature  \_\_\_\_\_

Name Gail Maree Kent

Date 9/10/2023

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

## Strata Plan 22129

Lot	Certificate of Title	Lot Status	Part Lot
1	1919/385	Registered	
2	1919/386	Registered	



PLAN OF <u>LOT 8 of Albany Sub Lot 146 on Diagram 19505</u>		<b>STRATA PLAN 22129</b> 
CERTIFICATE OF TITLE <u>Volume 1919 Folio 384</u>		LODGED <u>2.12.91</u> <u>4797</u>
LOCAL AUTHORITY <u>Town of Albany</u>		EXAMINED <u>19.12.91 G.F.</u>
LOCALITY <u>Albany</u> INDEX PLAN <u>Corimup 2000 12-04</u>		REGISTERED <u>19.12.91 App E.7.72027</u>
NAME OF BUILDING <u>UNITS 1 AND 2, 16 KING STREET, ALBANY</u>		
NAME OF BODY CORPORATE _____ <small>(IF STRATA PLAN OF SUBDIVISION OR CONSOLIDATION)</small>		
ADDRESS FOR SERVING OF <u>UNIT 2, 16 KING STREET</u>		
NOTICES ON COMPANY <u>ALBANY WA 6330</u>		
PURPOSE _____		

REGISTRAR OF TITLES

KING STREET

Scale 1 : 500

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	45	1919-385	
2	55	1919-386	
AGGREGATE		100	

**CERTIFICATE OF LICENSED VALUER**

I, CHRISTOPHER P. KING, being a Licensed Valuer licensed under the Land Valuers Licensing Act 1978 do hereby certify that the unit entitlement of each Lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all Lots delineated on the strata plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the capital value of that Lot bears to the aggregate capital value of all the Lots delineated on the plan.

22/11/91  
 Date

Signed

E66747/1/89-2M-S/7652

STRATA PLAN No. 22129

## DESCRIPTION OF PARCEL AND BUILDING

A brick and Tile Duplex dwelling comprising one single storey and one two storey unit situated on Lot 8 of Albany Sub Lot 146 on Diagram 19505, being the whole of the land contained in Certificate of Title Volume 1919 Folio 384.

The postal address being:

Units 1 and 2, 16 King Street, ALBANY WA 6330

## CERTIFICATE OF SURVEYOR

I, JOHN R KINNEAR, being a licensed surveyor registered under the Licensed Surveyors Act 1909, as amended, hereby certify that:—

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- (b) each building referred to above is within the external surface boundaries of the parcel; or
- (c) ~~in a case where a part of a wall or building, or material attached thereto, encroaches beyond the external surface boundaries of the parcel—~~ *for*
  - (i) ~~all lots shown on the plan are within the external surface boundaries of the parcel;~~ *for*
  - (ii) ~~the plan clearly indicates the existence of the encroachment and its nature and extent;~~ *for*
  - and—
  - (iii) ~~where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and registered as an appurtenance of the parcel.—~~ *for*

22. 11. 91.  
Date

*John R Kinnear*  
Licensed Surveyor

## CERTIFICATE OF LOCAL AUTHORITY

## TOWN OF ALBANY

....., the local authority hereby certifies that—

- (1) (a) the building and the parcel referred to above has been inspected and that it is consistent with the building plans and specifications in respect of the building thereof that have been approved by the local authority; or
- (b) ~~the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~ *for*
- (2) the building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act 1985;
- (3) ~~where a part of a wall or building or material attached thereto encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the Local authority is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local authority does not object to the encroachment;~~ *for*
- (4) ~~(a) any conditions imposed by the State Planning Commission have been complied with;~~ *for*
- (b) the within strata scheme is exempt from the requirement of approval by the State Planning Commission.

23 NOV 1991  
Date

\*Delete whichever is inapplicable

*per R Barnett* (PRINCIPAL BUILDING SURVEYOR)  
Town/Clerk  
*Delegated office in accordance with Section 23*

E66746/1/89—2M—S/7654

SHEET No. 1 OF 2 SHEETS

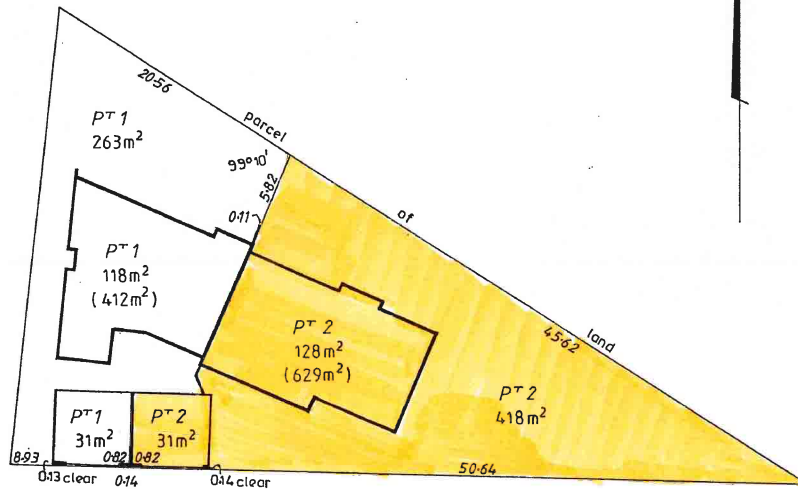
CA5

STRATA PLAN No.

22129

GROUND FLOOR

The stratum of the outside areas extend between five metres below and ten metres above the surface of the ground floor of the respective adjoining units except where covered



As at 20th July 1997 unless a notice of resolution under section 21H or an objection under 21O has been recorded on the strata plan -

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by section 3AB of the *Strata Titles Act 1985*;

The scheme may not be a single tier scheme, as defined in section 3(1) of the *Strata Titles Act 1985*;

The areas of the lots shown on the strata plan may have changed;

Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary;

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.

For other Part of Lot 2  
see Sheet 2 of 2

Scale 1 : 400

41445/6/85-1M-S/7658

SHEET No. 2 OF 2 SHEETS

CA5

STRATA PLAN No.

22129

FIRST FLOOR



As at 20th July 1997 unless a notice of resolution under section 21H or an objection under 21O has been recorded on the strata plan -

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by section 3AB of the *Strata Titles Act 1985*;

The scheme may not be a single tier scheme, as defined in section 3(1) of the *Strata Titles Act 1985*;

The areas of the lots shown on the strata plan may have changed;

Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary;

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.

For other Part of Lot 2  
see Sheet 1 of 2

Scale 1 : 400

41445/6/85-1M-S/7658



[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SIGNATURE OF THE REGISTRAR OF TITLES ARE CANCELLED

**STRATA TITLES ACT 1985**  
**SCHEDULES.**  
 SCHEDULE 1 & SCHEDULE 2 (section 42 (2))  
 BY-LAWS.

**SCHEDULE 1. (SECTION 42 (2))**

Duties of proprietor,  
occupiers etc.

1. (1) A proprietor shall -
  - (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
  - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall -
  - (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under 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 his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall-
  - (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors;
  - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
  - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
  - (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

Power of proprietor  
to decorate etc.

2. A proprietor may, without obtaining the consent of the strata company, paint, wallpaper, or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

Power of strata  
company regarding  
submeters.

3. (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (2) of this by-law, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.
- (2) The strata company shall lodge every sum received under this by-law to the credit of an interest-bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this by-law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other 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 proprietor or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

Constitution of the  
council.

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

## schedules



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- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council-
  - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
  - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member;
  - (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 he is not elected or re-elected;
  - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
  - (e) where he is removed from office under sub-by-law (8) of this by-law.
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-by-law (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these 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 shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

## Election of council.

5. The procedure for nomination and election of members of a council shall be in accordance with the following rules-
  - (1) The meeting shall determine, in accordance with the requirements of by-law 4 (3) of this schedule the number of persons of whom the council shall consist.
  - (2) The chairman shall call upon those persons present 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 his nomination, given-
    - (a) in writing, and furnished to the chairman at the meeting; or
    - (b) orally by a nominee who is present at the meeting.
  - (4) When no further nominations are forthcoming, the chairman-
    - (a) where the number of candidates equals the number of members of the council determined in accordance with requirements of by-law 4 (3) of this schedule, shall declare those candidates to be elected as members of the council;

## schedules

- (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by-
  - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
  - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
  - (c) signing the ballot-paper; and
  - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub by-law (9) of this by-law, candidates, being equal in number to the number of members of the council determined in accordance with by-law 4 (3) of this schedule, who receive the highest numbers of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub by-law (8) of this by-law and-
  - (a) that number equals the number of votes recorded in favour of any other candidates; 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 shall be decided by a show of hands of those present and entitled to vote.

Chairman, secretary  
and treasurer of  
council.

- 6. (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person-
  - (a) shall not be appointed to an office referred to in sub-bylaw (1) of this by-law unless he is a member of the council; and
  - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) of this by-law shall hold office until-
  - (a) he ceases to be a member of the council;
  - (b) receipt by the strata company of notice in writing of his resignation from that office; or
  - (c) another person is appointed by the council to hold that office,
 whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

#### Chairman, secretary and treasurer of strata company

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

## schedules

- |   |  |
|---|--|
| Meetings of council.                              | <p>8. (1) At meetings of the council, all matters shall be determined by a simple majority vote.</p> <p>(2) The council may-</p> <p>(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;</p> <p>(b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;</p> <p>(c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.</p> <p>(3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.</p> <p>(4) A proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he is a member of the council.</p> <p>(5) If a person appointed under sub-bylaw (3) of this bylaw is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.</p> <p>(6) The council shall keep minutes of its proceedings.</p> |
| Powers and duties of secretary of strata company. | <p>9. The powers and duties of the secretary of a strata company include-</p> <p>(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;</p> <p>(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;</p> <p>(c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act;</p> <p>(d) the answering of communications addressed to the strata company;</p> <p>(e) the calling of nominations of candidates for election as members of the council; and</p> <p>(f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.</p>   |
| Powers and duties of treasurer of strata company. | <p>10. The powers and duties of the treasurer of a strata company include-</p> <p>(a) the notifying of proprietors of any contributions levied pursuant to the Act;</p> <p>(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;</p> <p>(c) the preparation of any certificate applied for under section 43 of the Act; and</p> <p>(d) the keeping of the books of account referred to in section 35 (1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.</p>   |
| General meetings of strata company.               | <p>11. (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.</p> <p>(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.</p> <p>(3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.</p> <p>(4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.</p> <p>(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and</p>  |

## schedules



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registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

Proceedings at  
general meetings.

12. (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except where otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub-bylaws (3) and (4) of this by-law do not apply to a general meeting of the strata company referred to in section 50b.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

Restriction on motion  
or nominating  
candidate.

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

Votes of proprietors.

14. (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.

## schedules

- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

Common seal.

15. (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

**SCHEDULE 2. (SECTION 42 (2) )**

Vehicles.

1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.

Obstruction of common property.

2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.

Damage to lawns, etc., on common property.

3. Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-
- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- (b) use any portion of the common property for his own purposes as a garden.

Behaviour of proprietors and occupiers.

4. A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.

Children playing upon common property in building.

5. A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Depositing rubbish, etc., on common property.

6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon 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 the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.

Drying of laundry items.

7. A proprietor, occupier, or other resident of a lot shall 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 his lot in such a way as to be visible from outside the building.

Storage of inflammable liquids, etc.

8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon 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.

Moving furniture etc., on or through common property.

9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.

Floor coverings.

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

## schedules

Garbage disposal.

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

**Additional duties of proprietors, occupiers, etc.**

12. A proprietor, occupier or other resident shall not -
- (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
  - (b) make undue noise in or about any lot or common property; or
  - (c) subject to section 42(15) of the Act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

**Notice of alteration to lot**

13. A proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event shall 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.

**Appearance of lot**

14. A proprietor, occupier or other resident of a lot shall 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.

# Precontractual Disclosure Statement to the Buyer

## Statements relevant to Part B



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Scheme name Unit 1 & 2, 16 King Street Albany

Lot 2 on scheme plan number 22129

### Minutes

The Strata Company does not keep minutes because:


- ☒ The Scheme is a two lot scheme and is not required to keep minutes
- ☐ The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping minutes
- ☐ The Seller has been unable to obtain the minutes because


### Statement of Accounts

The Strata Company does not keep statement of accounts because:

- ☒ The Scheme is a two lot scheme and is not required to keep accounts
- ☐ The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping accounts
- ☐ The Seller has been unable to obtain the statement of accounts because

### Seller

Signature   
Name Robert Bryan Badger  
Date 5/10/2023

Signature   
Name Gail Maree Kent  
Date 9/10/2023

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_