



Iluka Homeowners Association

ILUKA HOMEOWNERS ASSOCIATION Inc

P O Box 119 Joondalup WA 6919

Email: committee@iluka.org.au

Acknowledgement of the Iluka Homeowner's Association

1. In order to provide for and ensure high standards of maintenance for Iluka ("the Estate") parks and reserves, road features, foreshore reserve facilities and any private recreation and other facilities that may be constructed with the Estate "the common facilities"), and Association pursuant to the Associations Incorporation Act, known as Iluka Homeowners Association Inc ("the Association") has been incorporated.
2. Every Buyer/s of a lot or any part in the Estate shall automatically be and remain a member of the Association so long as the Buyer is the owner of the said lot or any part thereof in the Estate.
3. Every Buyer/s will be required to pay a one-of Association Membership Fee at settlement of **each** lot purchased by them in the Estate. The Membership Fee is applicable to each property and is not transferrable.
4. The one-of Association Membership Fee, current as at 1 January 2023, is \$110-00 and is payable by Buyer/s' Settlement Agent/Conveyancer at settlement. This amount is to be transferred to the Association's Account as detailed below :
 - Name of Account - Iluka Homeowners Association
 - Bank BSB - Westpac 036-233
 - Account No. - 184 802
 - Reference - Address of property being purchased
5. The Association is solely responsible for the maintenance works required for the common facilities in the Estate.
6. If the Association does not operate for whatever reason, the Seller/s has no responsibility or liability to any Buyer or any other person.
7. The Buyer/s covenants and agrees with the Seller/s that the Buyer/s
 - a. Will become and remain a member of the Association so long as the Buyer/s own a lot or any part of the Estate
 - b. Will observe and abide by the Rules and the Constitution of the Association
 - c. Will pay the Membership Fee and any other levies or fees determined by the Association from time to time. If the Buyer/s sell their interest in the land then the Buyer/s agrees that they will ensure that the Buyer/s thereof joins the Association as a member in place of the Buyer/s and that such Buyer/s will, if required, execute a Deed of Covenant to be prepared by the Seller/s' Settlement Agent/Conveyancer the cost of the Buyer/s pursuant to which the Buyer/s agree to be bound by the terms thereof and to join the Association. Until that occurs, the Buyer/s shall remain personally liable to pay fees and levies determined by the Association which shall be payable upon written demand. The Buyer/s for themselves and successors in title hereby charges and mortgages their interest in the land with payment of any amounts owing to the Association from time to time.
8. The Buyer/s hereby authorise the Association to lodge a Caveat on the Certificate of Title to the land which will notify the Buyer/s of the land or any part thereof, that such Buyer/s must become and remain a member of the Association so long as such Buyer/s is owner of the land. The costs of and incidental to the preparation and registration of a Caveat and any withdrawal thereof shall be paid by the Buyer.

Buyer _____

Buyer _____

Date _____

Date _____

PROPERTY ADDRESS -