

**FOR SALE**



**Offers Above \$339,000**

## 4 / 27 BAUDIN PLACE, SPENCER PARK



## RELAXING LIFESTYLE FOR OVER 55s

- Brick veneer & tile unit in attractive complex, well maintained
- Air-conditioned lounge, gas heater, patio, great built-in storage
- Positioned in quiet, tucked away location, easy care gardens
- Garage under the main roof, guest parking, lock-up brick shed
- Few minutes to shops, bowls, beach, fishing, town, medical



 **2**  **1**  **1**  **220 m2**

**Lee Stonell**

**0409 684 653**

0898414022

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



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 ABN 66 768 696 418**



# 4 / 27 BAUDIN PLACE, SPENCER PARK



## Specification

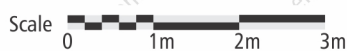
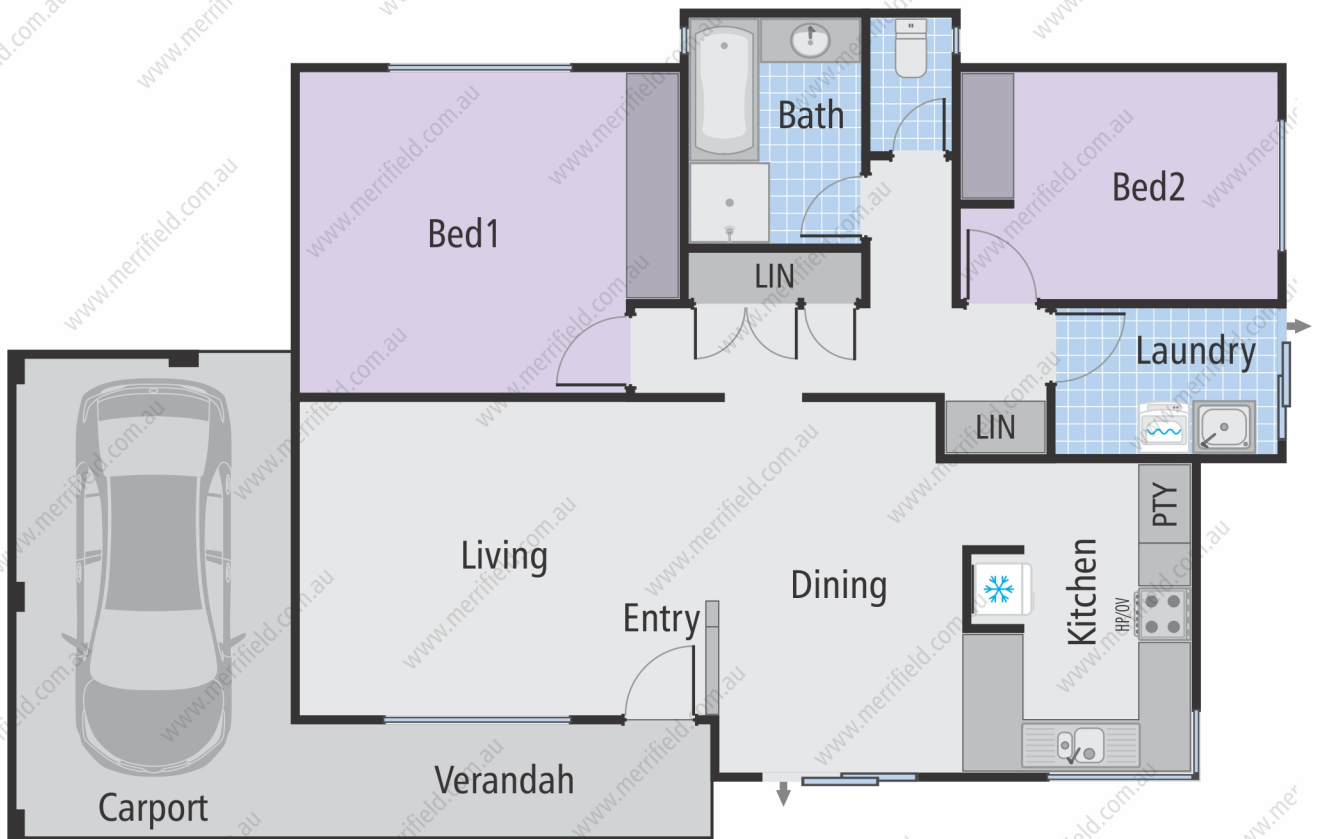
Asking Price	Offers Above \$339,000	Land Size	220.00 m2
Bedrooms	2	Frontage	N/A
Bathrooms	1	Restrictive Covenants	See Certificate of Title
Toilets	1	Zoning	Residential / R25
Parking	1	School Zone	Albany Primary School / A.S.H.S
Shed	Brick	Sewer	Connected
HWS	Instantaneous Gas	Water	Scheme Connected
Solar	N/A	Internet Connection	NBN Available
Council Rates	\$2,193.92	Building Construction	Brick Veneer/ Tile
Water Rates	\$1,564.13	Insulation	Unknown
Strata Levies	\$1,726.04	Built/Builder	1994
Weekly Rent	\$320 - \$360	BAL Assessment	N/A

-- Map Viewer Plus --



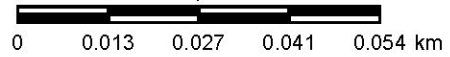
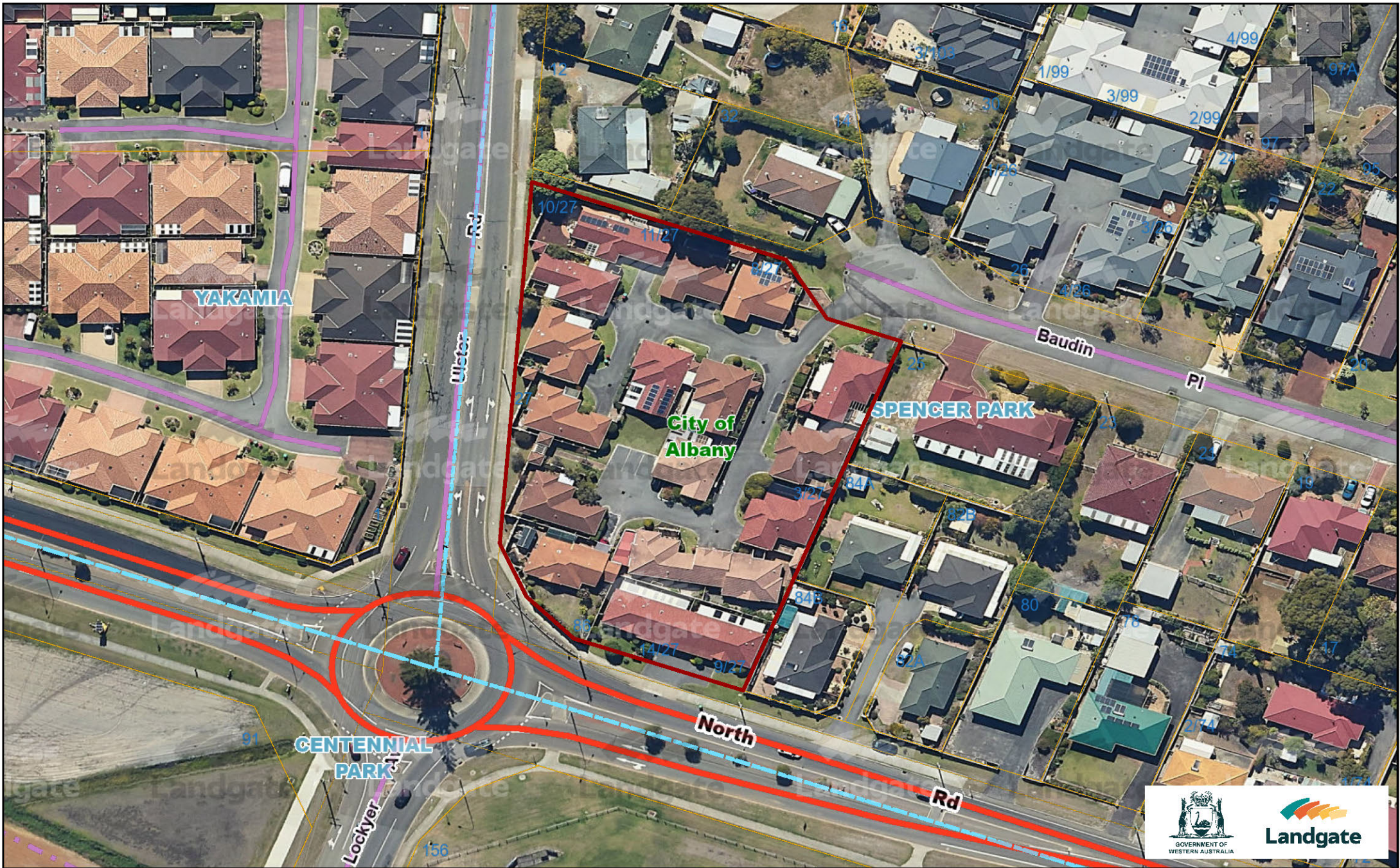
Author: Created: 14 January 2025 from Map Viewer Plus: <https://map-viewer-plus.app.landgate.wa.gov.au>

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Please refer to original documentation for all legal purposes.



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.







WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2011 985**

**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 STRATA PLAN 27107  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

LORRAINE MARGARET TERESA CAIN OF 17 ELOUERA STREET COLLIE WA 6225  
AS EXECUTOR OF THE WILL OF JOSEPHINE GRACE GRAYSON WHO DIED  
ON 15/4/2024

(TA Q226660 ) REGISTERED 26/11/2024

**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.
2. TITLE EXCLUDES THE LAND SHOWN ON C.S DIA 92682. AS TO PORTION OF COMMON PROPERTY ONLY.

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: SP27107  
PREVIOUS TITLE: SP27107  
PROPERTY STREET ADDRESS: UNIT 4 27 BAUDIN PL, SPENCER PARK.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ALBANY





**Overview**



Scale: 1:1538  
 Job No.: 38442115  
 Sequence No.: 249757220  
 Print Date: 17 Jan 2025



**WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED**  
 Apply for approval to work near our assets at:  
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Page No: 1



Scale: 1:750  
 Job No.: 38442115  
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**Page No: 2**



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**Overview**

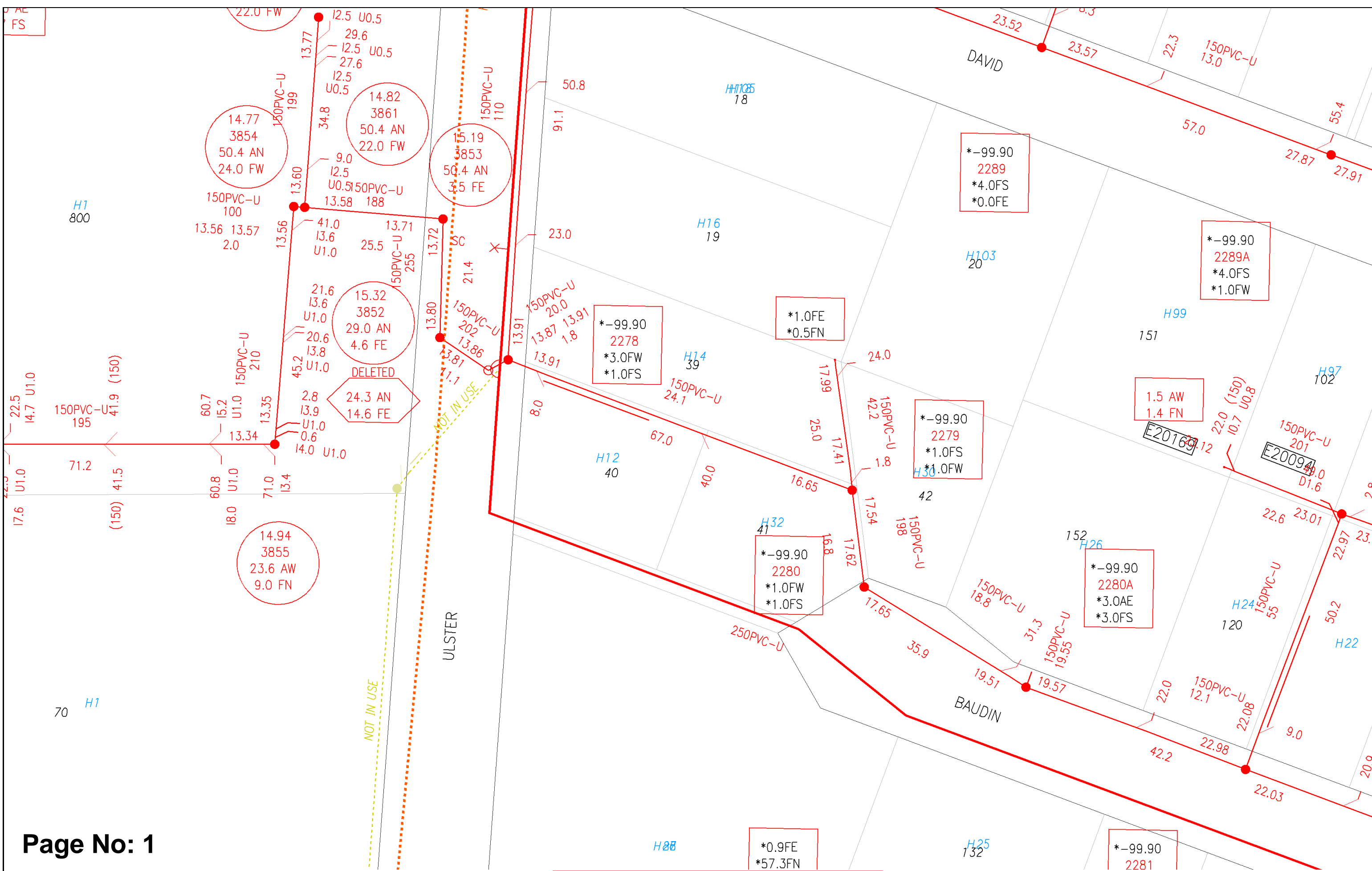


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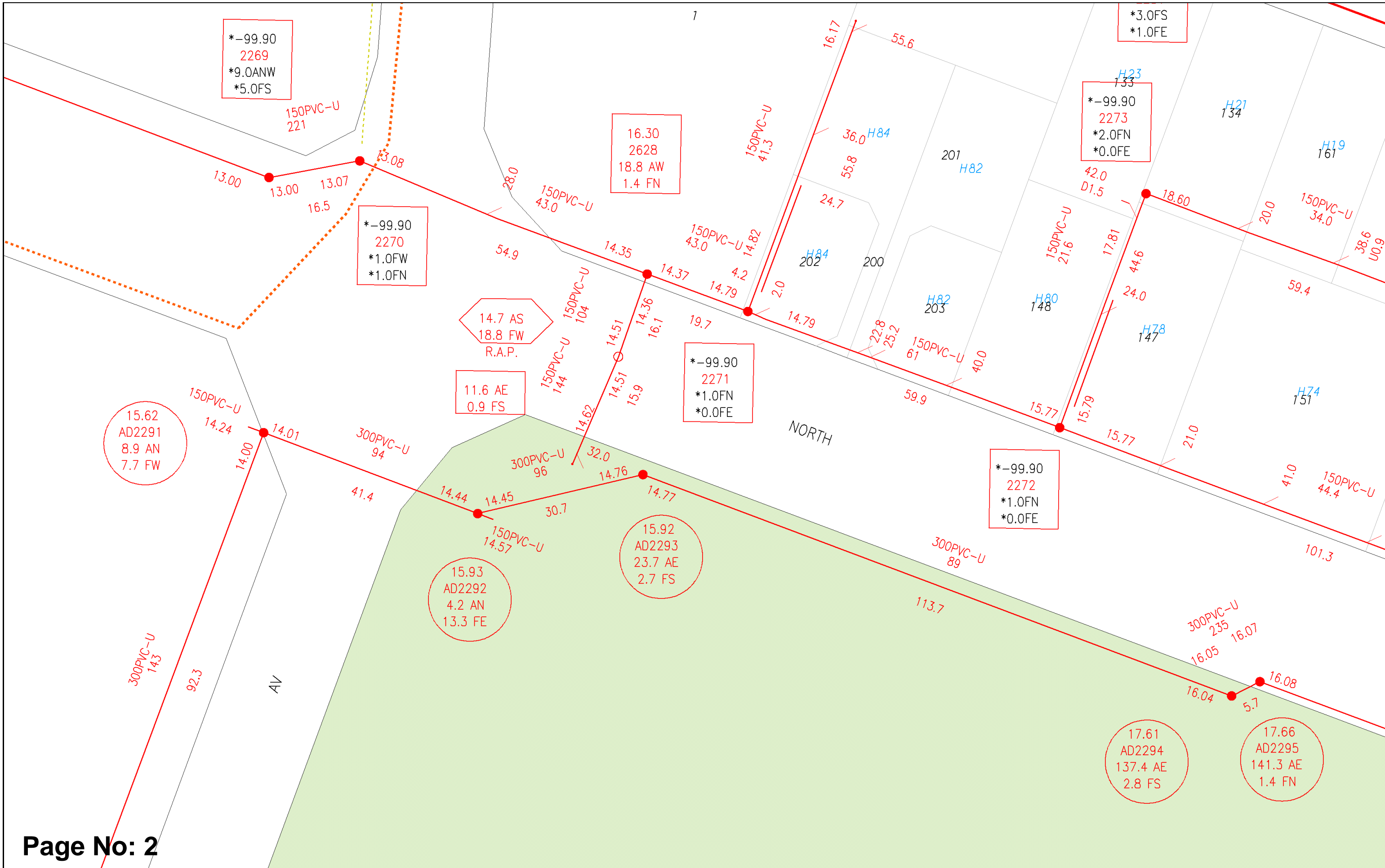
**WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED**

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Page No: 2



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Sewer

**WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED**  
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# 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.**

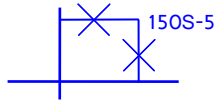
	<p><b>WATER, SEWERAGE AND DRAINAGE PIPELINES</b></p> <p><b>CRITICAL PIPELINE (thick line) EXTRA CAUTION REQUIRED</b> A risk assessment may be required if working near this pipe. Refer to your <a href="#">Dial Before You Dig</a> information or call 131375.</p> <p>Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.</p> <p>P.M. pressure main M.S. main sewer R rising main (i.e. drainage pressure main)</p> <p><b>Common material abbreviations:</b></p> <p>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</p>
	<p><b>NON-STANDARD ALIGNMENT</b></p> <p>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.)</p>
	<p><b>OTHER PIPE SYMBOLS</b></p> <p>Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.</p>
	<p><b>CONCRETE ENCASEMENT, SLEEVING AND TUNNELS</b></p> <p>May be in different forms: steel, poured concrete, box sections, slabs.</p>
	<p><b>CHANGE INDICATOR ARROW</b></p> <p>Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).</p>
	<p><b>PIPE OVERPASS</b></p> <p>The overpass symbol indicates the shallower of the two pipes.</p>
	<p><b>VALVES</b></p> <p>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.</p> <p>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.</p>





**FIRE SERVICES**

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.



**PIPE BYPASS**

Bypass will not be on the same alignment as the main pipeline.



**CATHODIC PROTECTION (CP)**

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



**ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT**

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.



**WASTEWATER ACCESS CHAMBERS (MANHOLES)**

-- 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.



**WASTEWATER MANHOLE INFORMATION BOXES**

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.



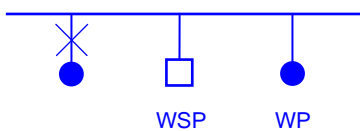
**HAZARDOUS MANHOLE**

Indicates a potential health hazard from risk of exposure to toxic waste.  
 WARNING: Opening any manhole is dangerous and is prohibited.



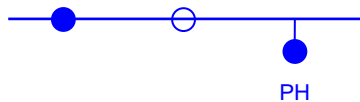
**FLOWMETER**

Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM)

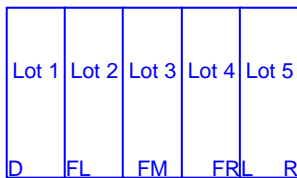


**STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP)**

May be located adjacent to mains. Usually there will be some visible indication.



**Hydrant** May not be visible.  
**Hydrant Tee** May not be visible.  
**Pillar hydrant** Visible



**PRE-LAID SERVICES**

D Deferred  
 FL Fully Pre-laid Left  
 FM Fully Pre-laid Front Middle  
 FR Fully Pre-laid 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.



SOUTH PERTH PS1

**SEWER OR DRAINAGE PUMP STATION**

Several pipes and a pressurised main will be in the vicinity.



**OPEN CHANNEL**

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.

### 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)**

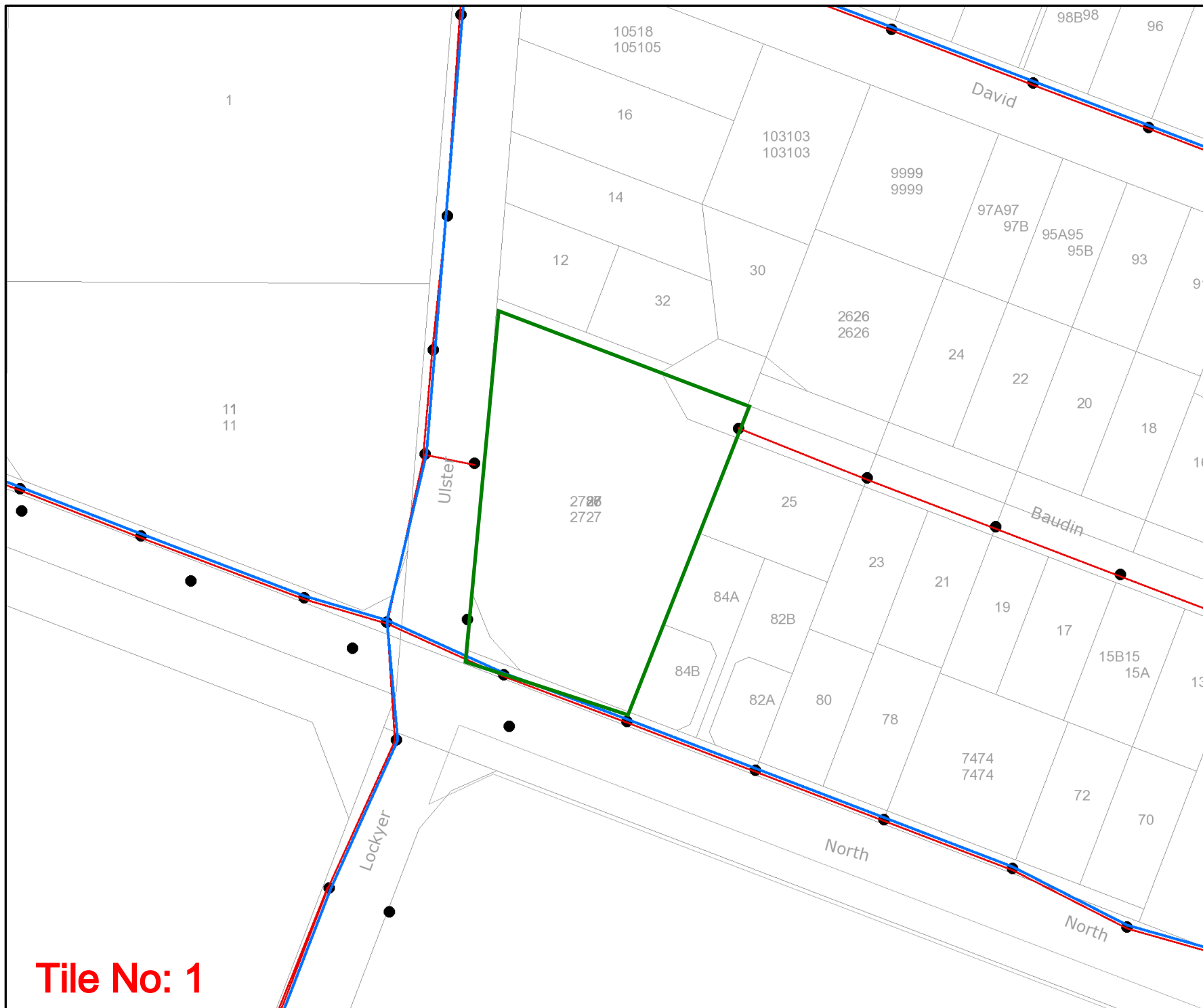
This map is **INDICATIVE ONLY**.  
Check that you have enough clearance from the **DANGER ZONES** near overhead powerlines.

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

Information valid for 30 days from date of issue

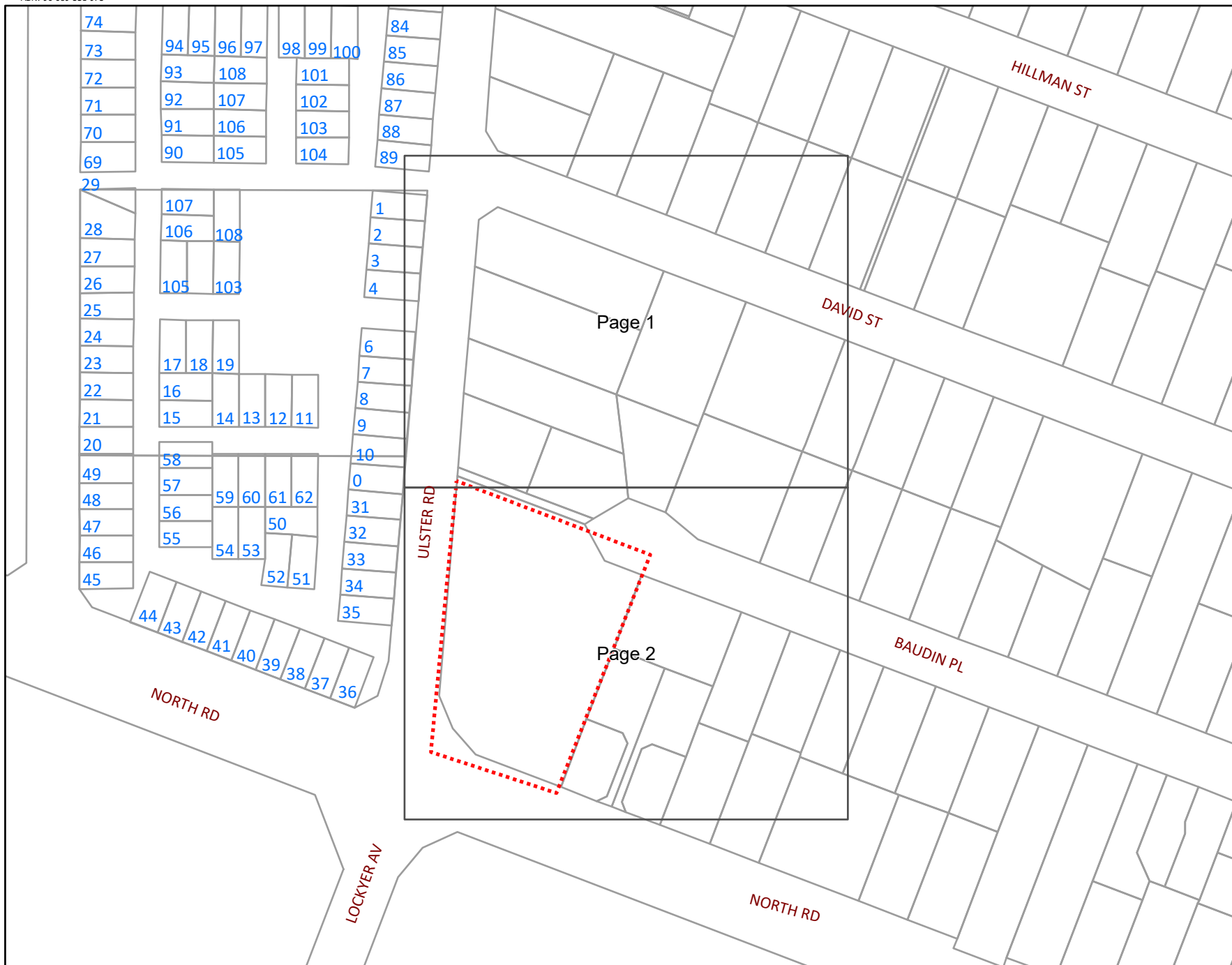
A4 | Scale : 1:1500

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





**Tile No: 1**



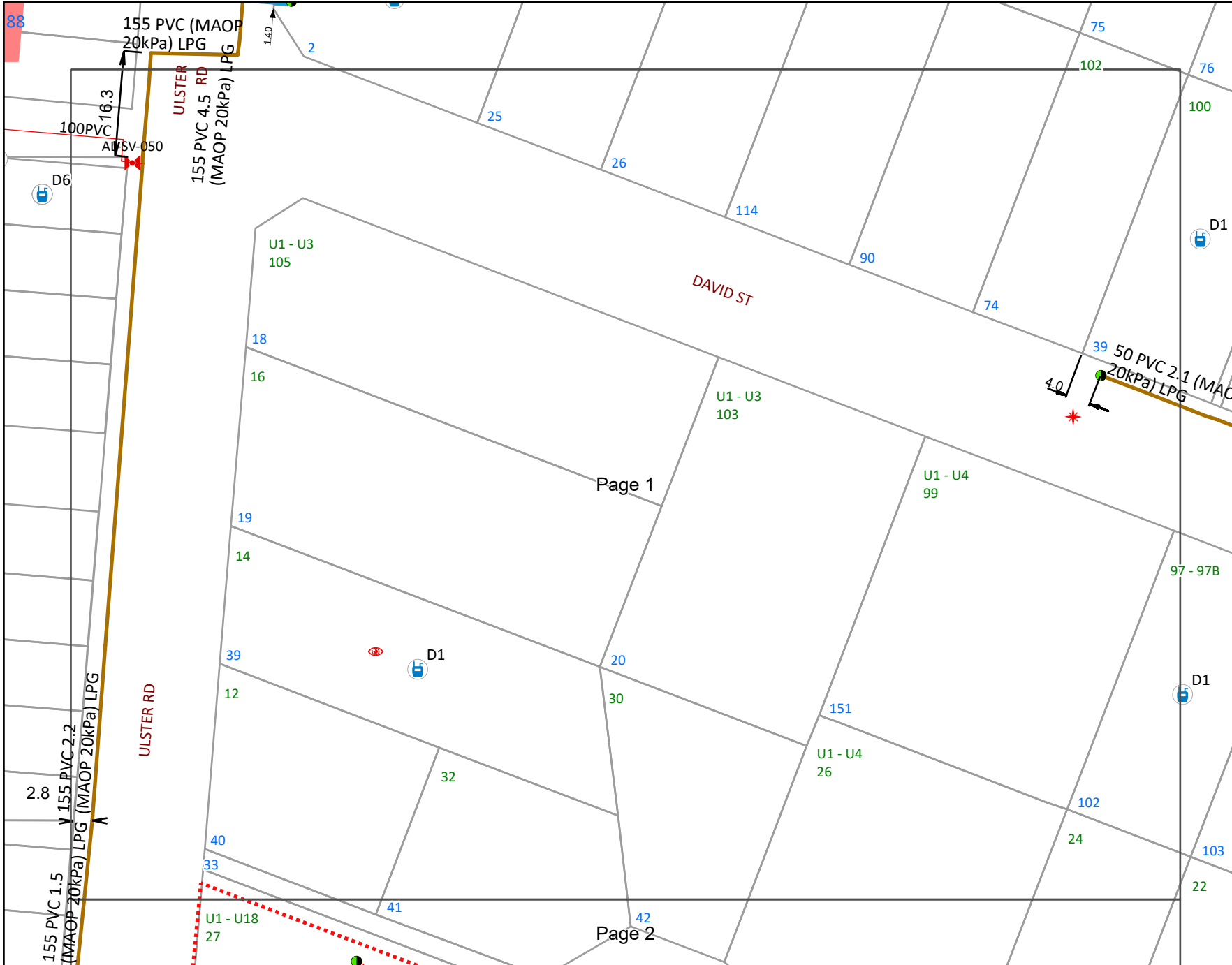


**WARNING**  
Refer to Cover Sheet  
for Further Information

-  BYDA Enquiry
-  Detailed map page

Please refer to Symbols Sheet  
for Further Information

Disclaimer:  
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.



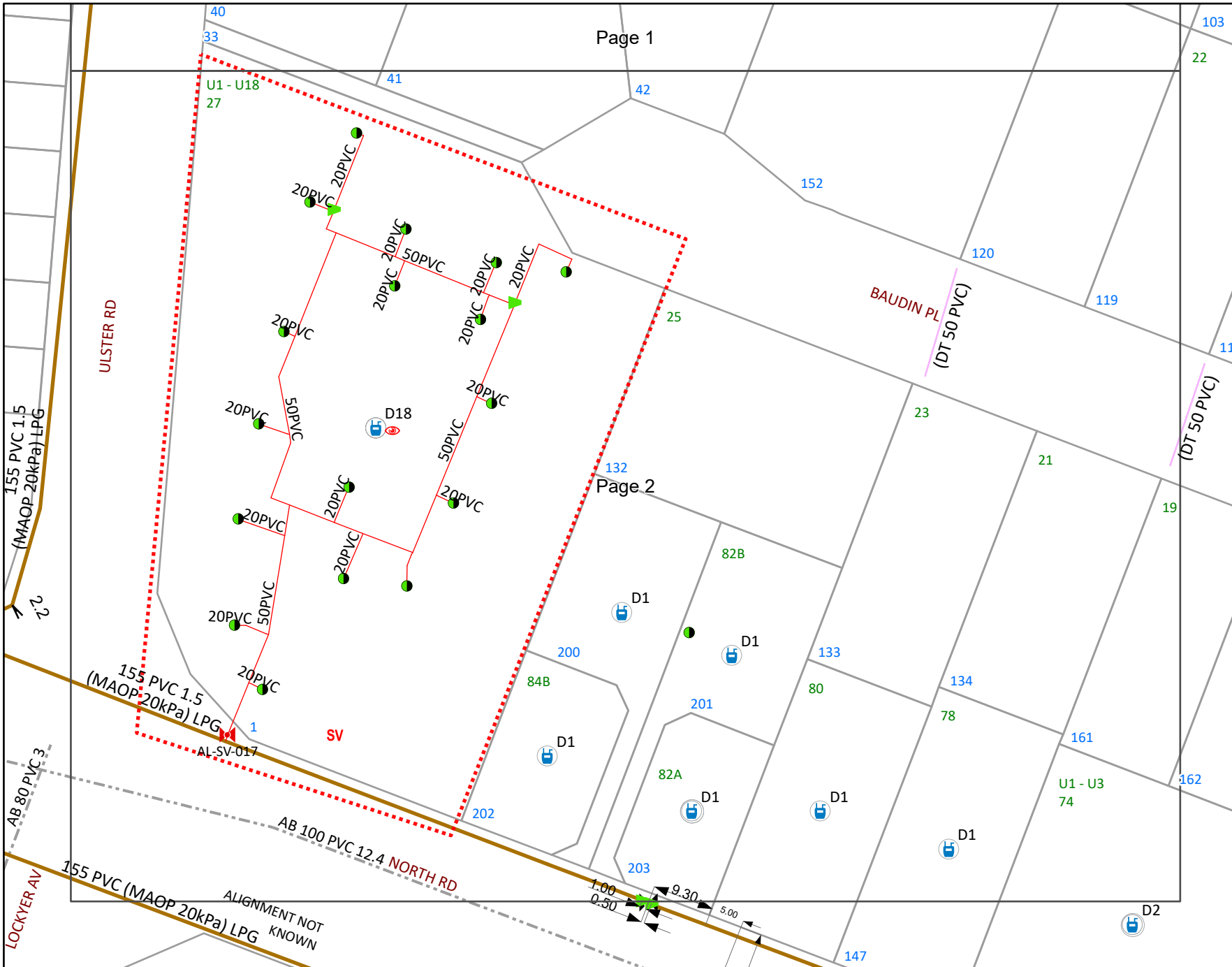
**WARNING**  
**Refer to Cover Sheet**  
**for Further Information**

- BYDA Enquiry
- Transmission Pipelines MAOP > 1900kPa
- Distribution Pipelines MAOP > 500kPa ≤ 1900kPa
- Not Gassed 0kPa
- Distribution Pipe MAOP ≤ 7kPa
- Distribution Pipe MAOP > 7kPa ≤ 100kPa
- Distribution Pipe MAOP > 7kPa ≤ 100kPa
- Distribution Pipe MAOP > 100kPa ≤ 350kPa
- Common Trench
- Standard Laying
- Relay Program
- Abandoned Pipe
- Abandoned Pipe Sold
- Service Pipe
- Meter
- Interval Meter
- Proposed Meter
- Removed Meter
- Linked Documents
- See Details
- OLS** Offline Service
- BL** End of Main Building
- CoD** End of Main on Direction Peg
- SV** Gas Service
- NC** Not Connected
- Obstacle
- SC** Side Elevation
- Sign
- PLS** Pre Laid Service
- PLSS** Pre Laid Service Stairs

Please refer to Symbols Sheet for Further Information

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### WARNING

#### Refer to Cover Sheet for Further Information

- - - - BYDA Enquiry
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- Not Gassed 0kPa
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- Distribution Pipe MAOP > 100kPa ≤ 350kPa
- Common Trench
- Standard Laying
- - - - Relay Program
- - - - Abandoned Pipe
- - - - Abandoned Pipe Sold
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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 ASSETS

- Proposed Meter
- 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

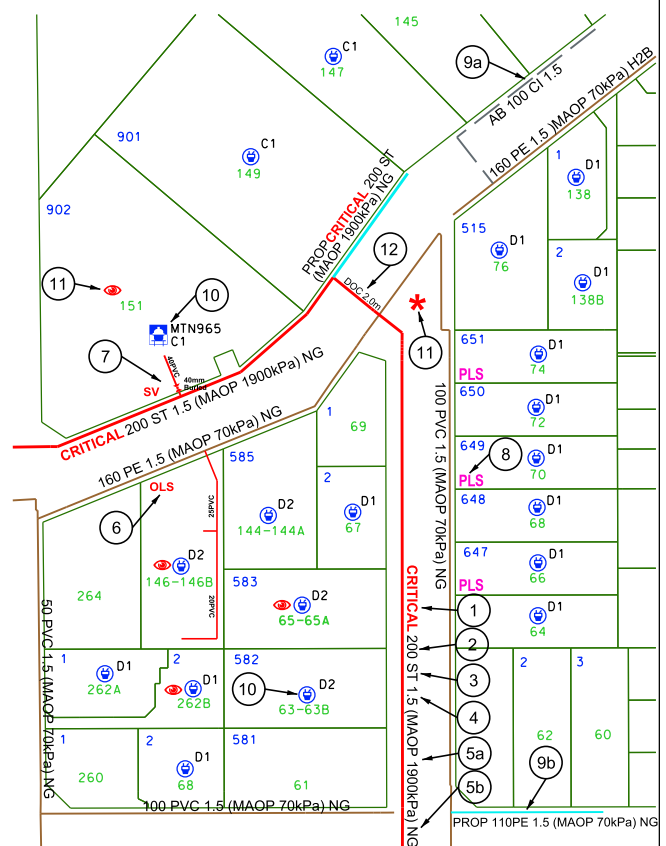
- Test Point
- Anode
- Rectifier

## FEATURES

- |                 |                             |                  |                  |
|-----------------|-----------------------------|------------------|------------------|
| Side Elevation  | Linked Document             | Reference Line   | Not Gassed       |
| Obstacle        | Pre-Laid Service            | Gas Pit          | Suburb           |
| See Details     | Pre-Laid Service Stairs     | Arrow Pointer    | Local Government |
| Not Connected   | Pre-Laid Service Tee        | Proving Location |                  |
| Gas Service     | Asset end on Main           | Pressure Upgrade |                  |
| Sign            | Asset ends on Direction Peg |                  |                  |
| Offline Service |                             |                  |                  |

### Asset Identification Legend

1. **Critical Asset** (See Cover Sheet WARNINGS)
2. Pipe Diameter (millimetres)
3. Pipe Material:  
CI = Cast Iron PE = Polyethylene, GI = Galvanised Iron,  
PVC = PVC, ST = Steel
4. Alignment (in metres from property line)
5. Pressure in main & Gas Type  
5a) MAOP (Maximum Allowable Operating Pressure)  
5b) Gas Type:  
NG = Natural Gas.  
H2B = Natural Gas Blended with % Hydrogen.  
LPG = Liquefied Petroleum Gas.
6. Off-line Service service may not be straight line to meter.  
**(WARNING OLS may not always be shown on plan).**  
See Cover Sheet for More Information.
7. Service Valve in the vicinity  
**(NOTE: Service Valve may be "BURIED")**
8. Pre-laid Service laid in Common Trench
9. Main Status: (See **Cover Sheet WARNINGS**)  
9a. AB & ABS = Abandoned Mains, Ab Sold.  
9b. PROP = Proposed Mains
10. Customer Connection: Does not indicate actual location of Meter Position  
D2 (D = Domestic & 2 = Number of Meters)  
C1 (C = Commercial & 1 = Number of Meters)
11. **Additional detail available and Must be obtained if within area of proposed works see Cover Sheet.**
12. Depth of Cover (DOC) in metres.








 Report Damage <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 249757219

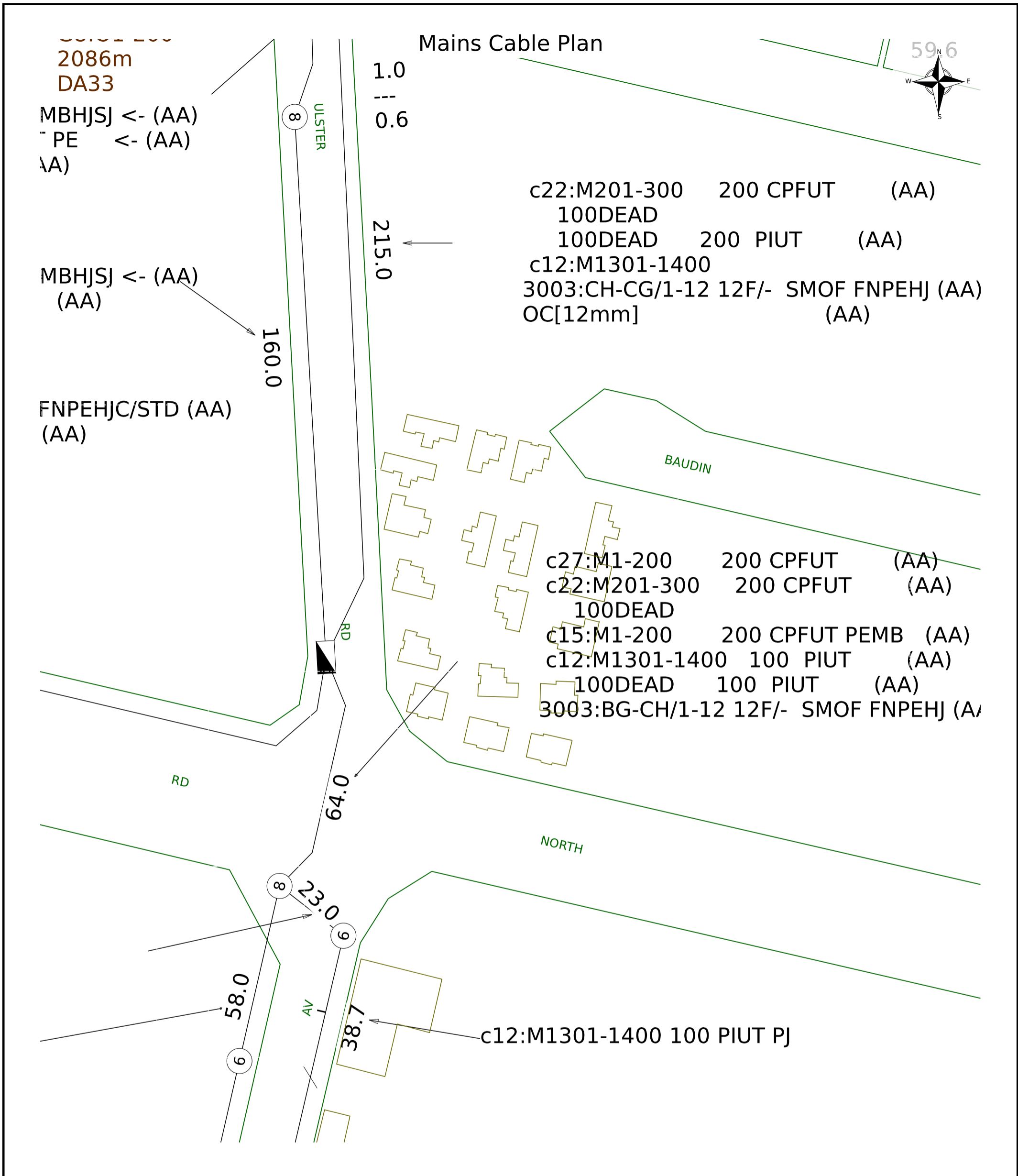
TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 18/01/2025 08:10:35


**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**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.

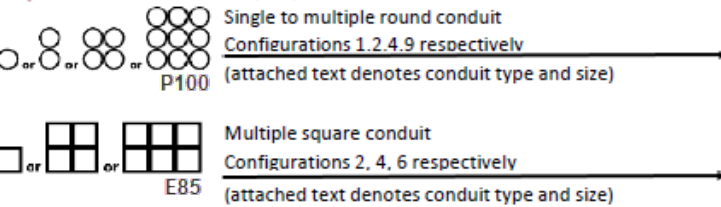
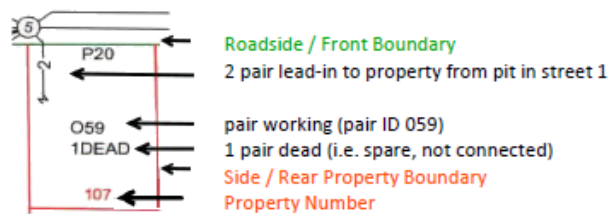
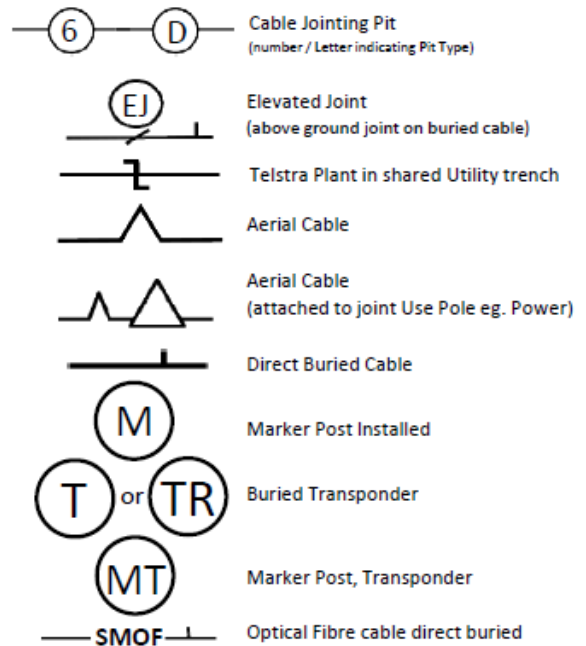
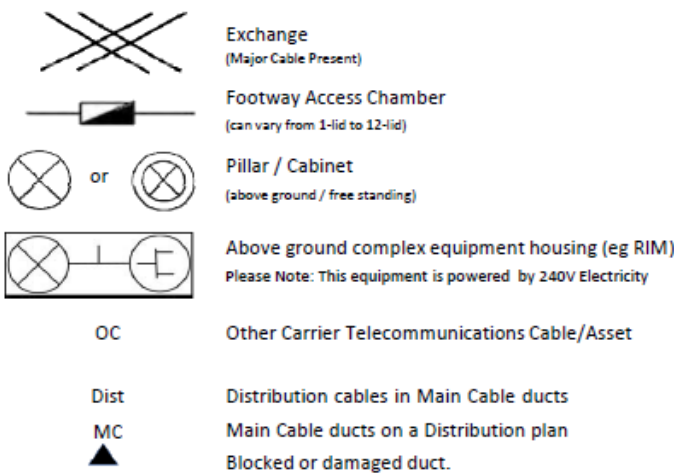


	Report Damage <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra</a> Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 249757219
	TELSTRA LIMITED A.C.N. 086 174 781 Generated On 18/01/2025 08:10:38	<b>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</b>

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**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.

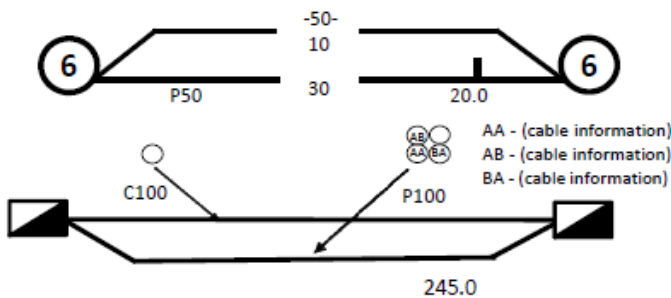
# LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,  
GI - Galanised iron, E - Earthenware  
Conduit sizes *nominally* range from 20mm to 100mm  
P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

## Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935

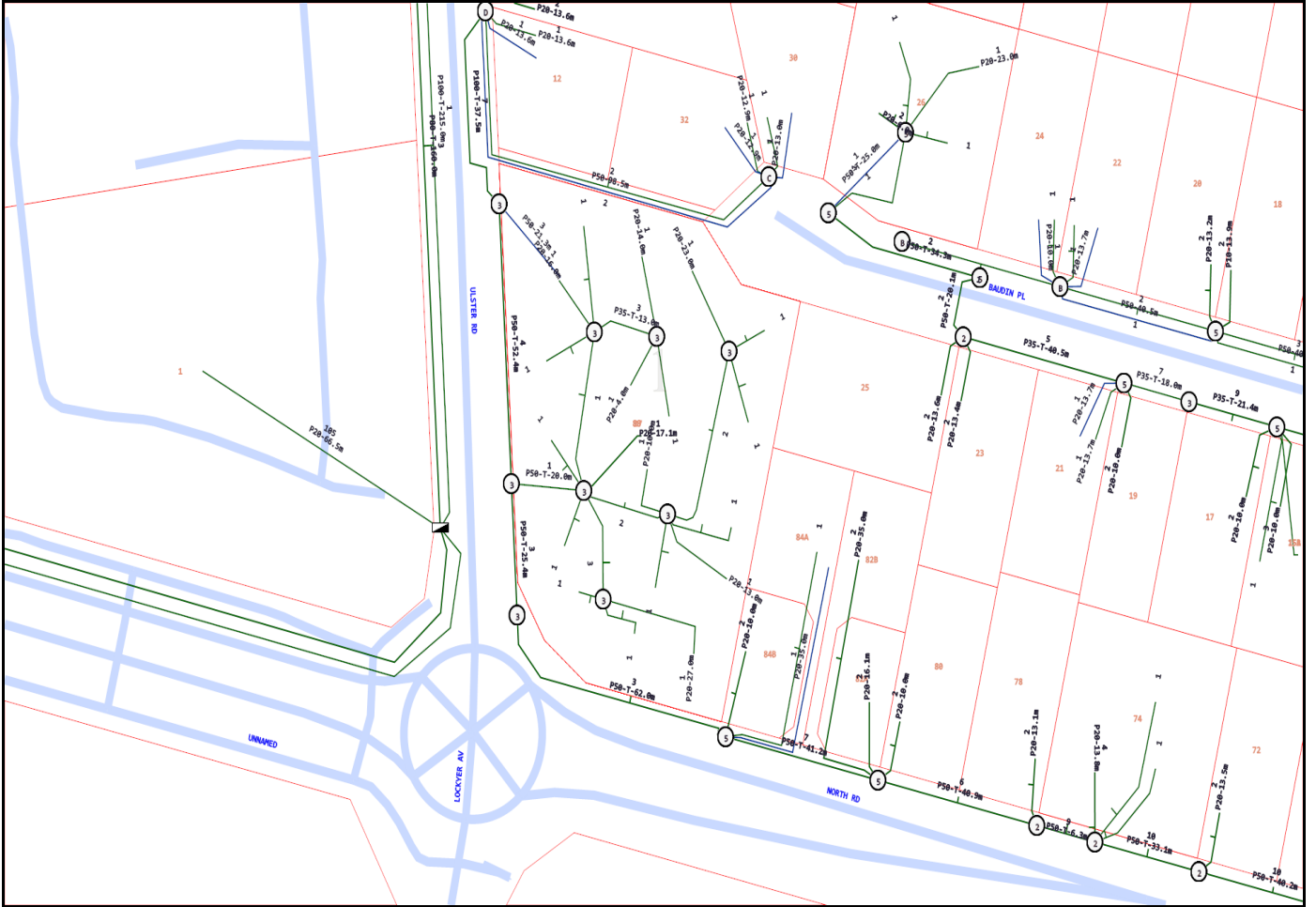




## LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m 



## Emergency Contacts

You must immediately report any damage to the **nbn**<sup>TM</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.

# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

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

### Instruction for the seller

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

### Information for the buyer

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

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

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

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

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

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



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

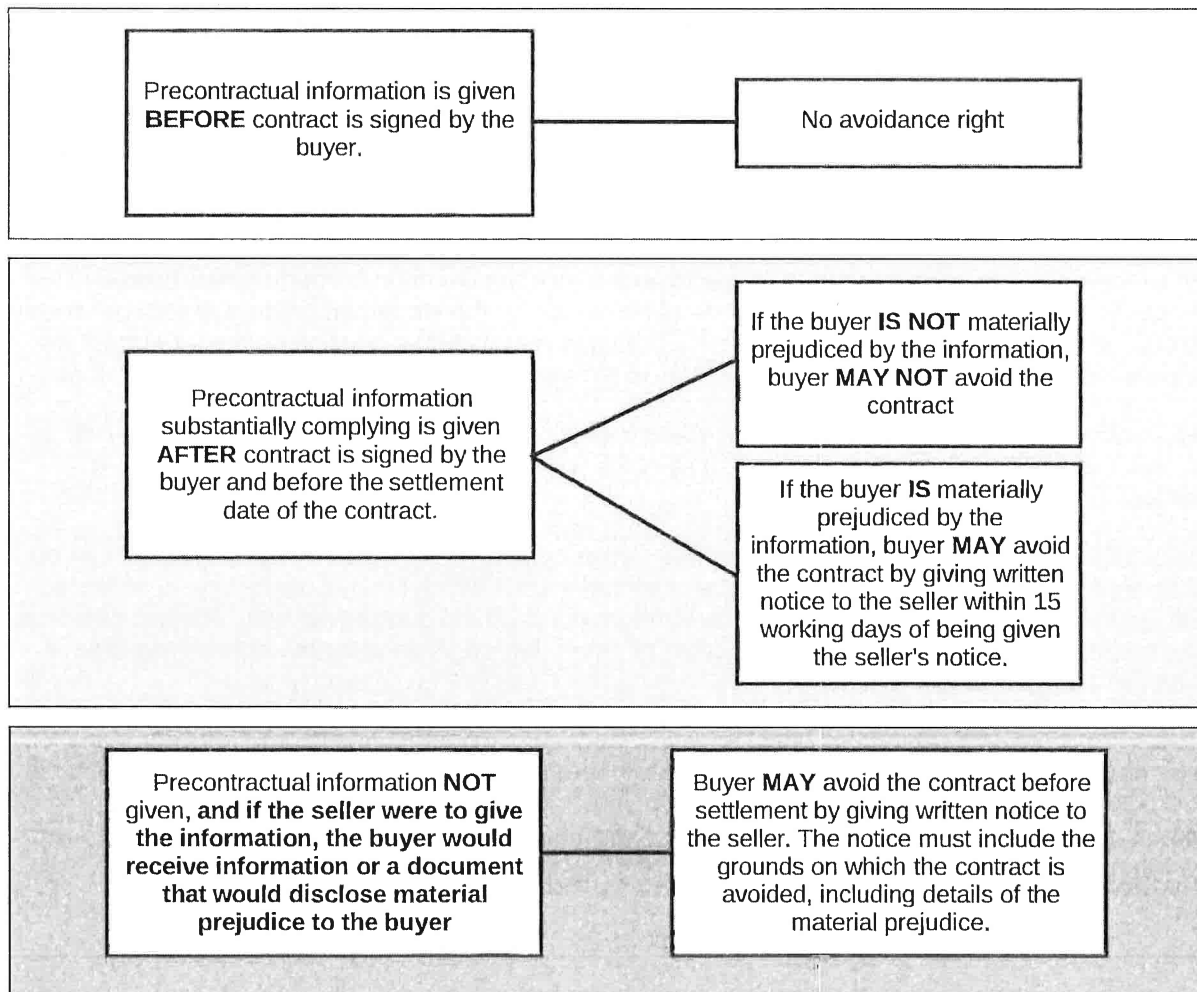
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance rights

#### **Avoidance rights for failure to give precontractual information to the buyer**

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



**Avoidance rights for notifiable variations**

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

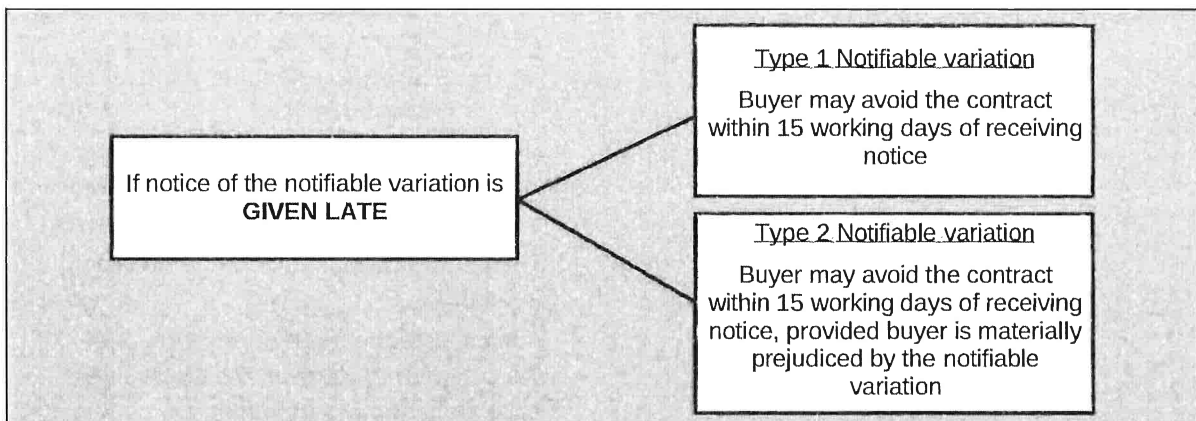
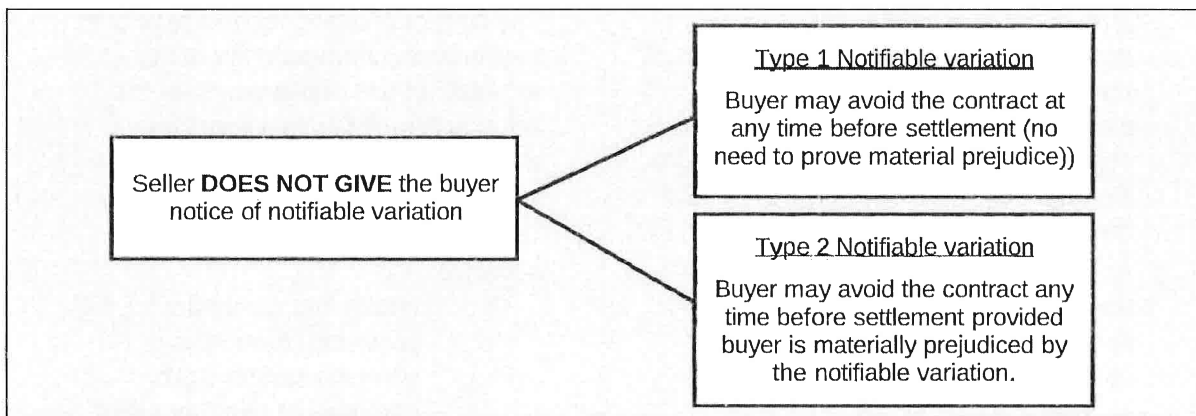
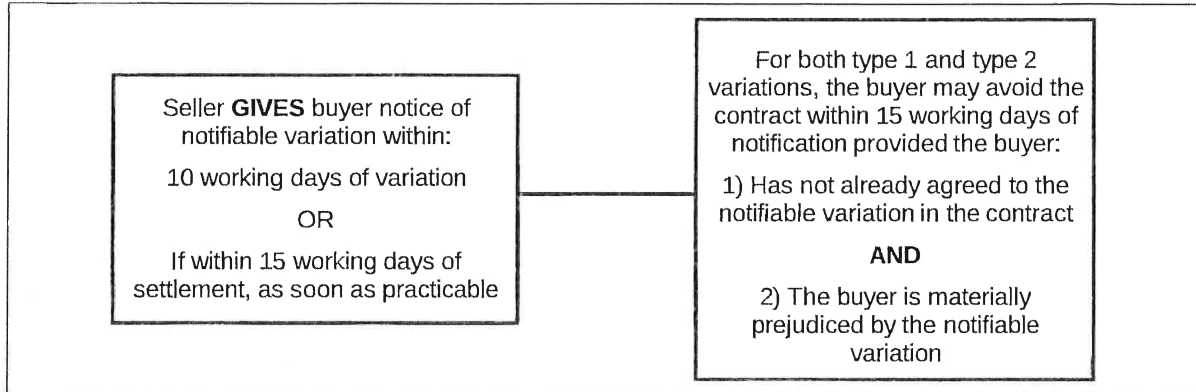
Type 1 and Type 2 notifiable variations are as follows:

<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 Lorraine Margaret Teresa Cain as Executor of the Will of Josephine Grace Grayson

Address 17 Elouera Street, Collie WA

Telephone/mobile 0419 344 752 Email \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

#### Scheme Information

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

##### Scheme Details

Scheme name Baudin Gardens

Name of the strata company Owners of Strata Plan 27 107

Address for service of the strata company (taken from scheme notice) Wisechoice, 99 Plain Street, East Perth WA 6004

Name of Strata Manager Merri Field Real Estate

Address of Strata Manager 258 York Street, Albany WA 6330

Telephone/Mobile (08) 9841 4022

Email strata@merrifield.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.*

**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) \_\_\_\_\_ 3 \_\_\_\_\_

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 \_\_\_\_\_ 4 \_\_\_\_\_

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(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

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



**Termination proposal**

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

If yes, attach a copy.

Lot information (choose all that apply)

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)

4/27 Baudin Place, Spencer Park WA 6330

Lot 4 on scheme plan no. 27107

(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>\$1,368.88</u>		_____	
Reserve fund:	<u>\$357.16</u>		_____	
Other levy (attach details)	_____		_____	<u>4</u>

Actual  Estimated total contribution for the lot \$ \$1,726.04

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

Due dates \$431.51 on 01/09/2024 \$431.51 on 01/12/2024

\$431.51 on 01/03/2025 \$431.51 on 01/06/2025

**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 strata company or members of the strata company entered into or arranged by the scheme developer or strata company?  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 arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?  no  yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?  no  yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. \_\_\_\_\_

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

## Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
  - **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
- Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

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

I /  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  L. Gain

Name Lorraine Margaret Teresa Gain

Date  14/1/2025

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### 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.



ATTACHMENT 1  
P31 D 10

**STRATA PLAN 27107**

PLAN OF PORTION OF PLANTAGENET LOCATION 42 AND BEING  
PT LOT 1 ON PLAN 3567 (2)

CERTIFICATE OF TITLE VOLUME 1436 FOLIO 20

LOCAL AUTHORITY TOWN OF ALBANY

LOCALITY ALBANY INDEX PLAN CORIMUP BK 26 11-06

NAME OF BUILDING "BAUDIN GARDENS"

NAME OF BODY CORPORATE .....

(IF STRATA PLAN OF SUBDIVISION OR CONSOLIDATION) .....

ADDRESS FOR SERVING OF WISECHOICE 99 PLAIN STREET

NOTICES ON COMPANY EAST PERTH WA 6004

PURPOSE .....



LODGED 27.7.94 <sup>62016</sup>  
EXAMINED 8.8.94  
REGISTERED 22.8.94 App.F.650158

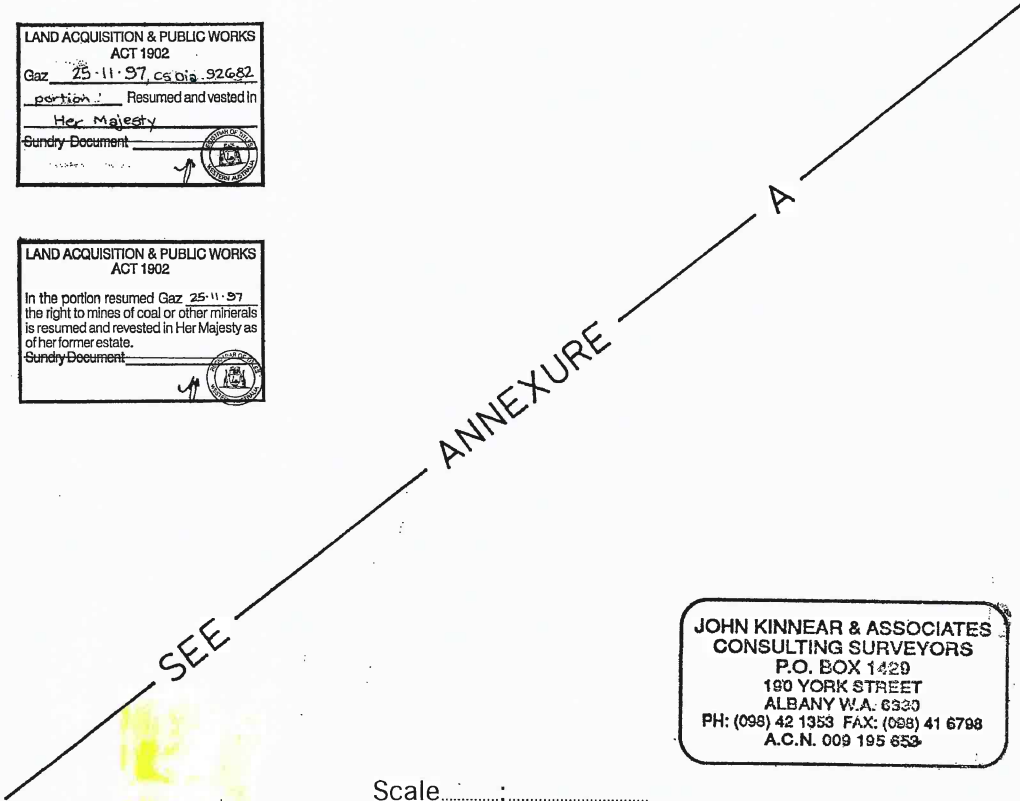


*C. J. Sach*

REGISTRAR OF TITLES

LAND ACQUISITION & PUBLIC WORKS ACT 1902  
Gaz 25.11.97, cs 01a 92682  
portion Resumed and vested in  
Her Majesty  
Sundry Document

LAND ACQUISITION & PUBLIC WORKS ACT 1902  
In the portion resumed Gaz 25.11.97  
the right to mines of coal or other minerals  
is resumed and re-vested in Her Majesty as  
of her former estate.  
Sundry Document



JOHN KINNEAR & ASSOCIATES  
CONSULTING SURVEYORS  
P.O. BOX 1429  
190 YORK STREET  
ALBANY W.A. 6330  
PH: (098) 42 1353 FAX: (098) 41 6798  
A.C.N. 009 195 652

Scale .....

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
LOT No.	UNIT ENTITLEMENT	CURRENT Cs. of TITLE	
		VOL.	FOL.
AGGREGATE			

**CERTIFICATE OF LICENSED VALUER**

I, ..... 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.

Date .....

Signed .....

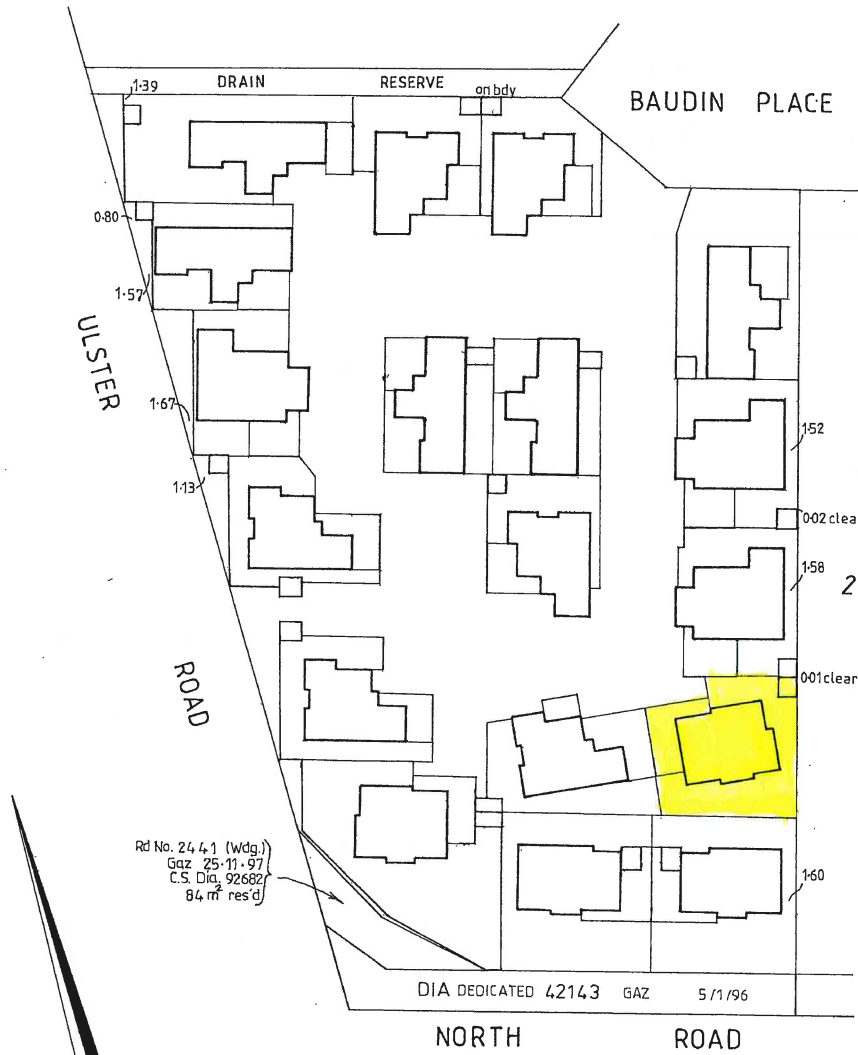


E66747/1/89-2M-S/7652



ANNEXURE A OF STRATA PLAN No. 27107

LOCATION PLAN



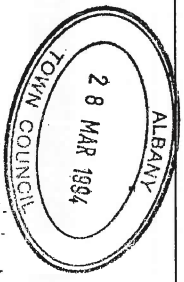
Rd No. 24 4 1 (Wdg.)  
Gaz 25.11.97  
C.S. Dia. 92682  
84 m² res'd

DIA DEDICATED 42143 GAZ 5/1/96

NORTH ROAD

BAUDIN PLACE


ULSTER ROAD



Scale 1 : 600

E68972/5/89-1M-S/7657

ANNEXURE B OF STRATA PLAN No. 27107

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE		SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.	LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	6	2011 - 982					
2	6	2011 - 983					
3	6	2011 - 984					
4	5	2011 - 985					
5	5	2011 - 986					
6	5	2011 - 987					
7	5	2011 - 988					
8	5	2011 - 989					
9	5	2011 - 990					
10	5	2011 - 991					
11	6	2011 - 992					
12	6	2011 - 993					
13	6	2011 - 994					
14	5	2011 - 995					
15	5	2011 - 996					
16	6	2011 - 997					
17	6	2011 - 998					
18	5	2011 - 999					
				AGGREGATE	98		
				CERTIFICATE OF LICENSED VALUER			
				I, <u>GRANT RICHARD SOLOMON</u> 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.			
				5 July 1994 Date			
				 Signed			



E66748/1/89-1M-S/7653



STRATA PLAN No. 27107

DESCRIPTION OF PARCEL AND BUILDING

Portion of Plantagenet Location 42 and being Pt Lot 1  
Plan 3567 (2)

18 residential brick units known as Baudin Gardens.

CERTIFICATE OF SURVEYOR

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
- Jan* ~~(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—~~
  - (i) all lots shown on the plan are within the external surface boundaries of the parcel;
  - (ii) the plan clearly indicates the existence of the encroachment and its nature and extent; 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.~~

17.3.94.  
Date

*John R Kinneare*  
Licensed Surveyor

CERTIFICATE OF LOCAL AUTHORITY

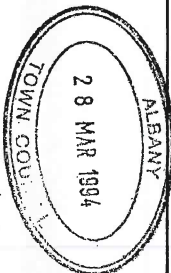
TOWN OF ALBANY

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;~~ *B*
- (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;~~ *B*
- (4) *B*
  - ~~(a) any conditions imposed by the State Planning Commission have been complied with;~~
  - ~~(b) the within strata scheme is exempt from the requirement of approval by the State Planning Commission.~~ *B*

28 JUN 1994  
Date

*Barnett*  
Town/Clerk  
PRINCIPAL BUILDING SURVEYOR  
DELEGATED OFFICER - SECTION 23



\*Delete whichever is inapplicable

STRATA PLAN No. 27107

**STRATA TITLES ACT 1985**

**CERTIFICATE OF APPROVAL BY STATE PLANNING COMMISSION  
TO A STRATA PLAN**

It is hereby certified that the approval of the State Planning Commission has been granted pursuant to the provisions of abovementioned Act to:

\* (i) ~~the Strata Plan submitted on~~ .....  
..... and relating to the property described  
below;

(ii) to the sketch submitted on **12 JAN 1994** .....  
of the proposed subdivision of the property described below into lots on a Strata  
Plan subject to the following conditions:

Property Description: ~~whole~~ Part Lot(s) 1 .....  
Location(s) Plantagenet 42 .....  
Town Albany .....  
Local Authority District Town of Albany .....  
Property Owner HOMESWEST .....

~~SEE ATTACHED~~

For Chairman,  
STATE PLANNING COMMISSION

Date <sup>FEB</sup> ~~15 JAN~~ **1994** .....

(\*To be deleted as appropriate)

V. KINNEAR

Attachment 1  
Pg 6 of 10

SHEET No. 1A OF 1 SHEETS

CA5

STRATA PLAN No. 27107

GROUND FLOOR

EXPLANATORY NOTES:

The Strata Plan is made up of 18 Lots.

All lots are residential lots intended for occupation by retired persons ("residential lots")

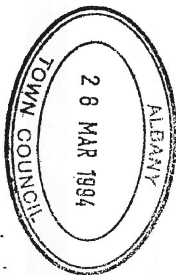
The residential lots include areas such as gardens, courtyards, car parking and storerooms outside the structure containing the residential part of the residential lots. The relationship between the residential lots and their outside areas is indicated by the notation "Pt Lot ... " on the Strata Plan.

USE RESTRICTIONS

(age restrictions - residential lots)

The use to which each of the residential lots on this Strata Plan may be put is restricted pursuant to Section 6(1) of Act 33 of 1985 to use as a residence by persons who:

- a) have attained the age of 55 years or have retired from fulltime employment; or
- b) are or were the spouse of such a person.



Scale.....:.....

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

Attachment 1  
P 7010

STRATA PLAN No. 27107

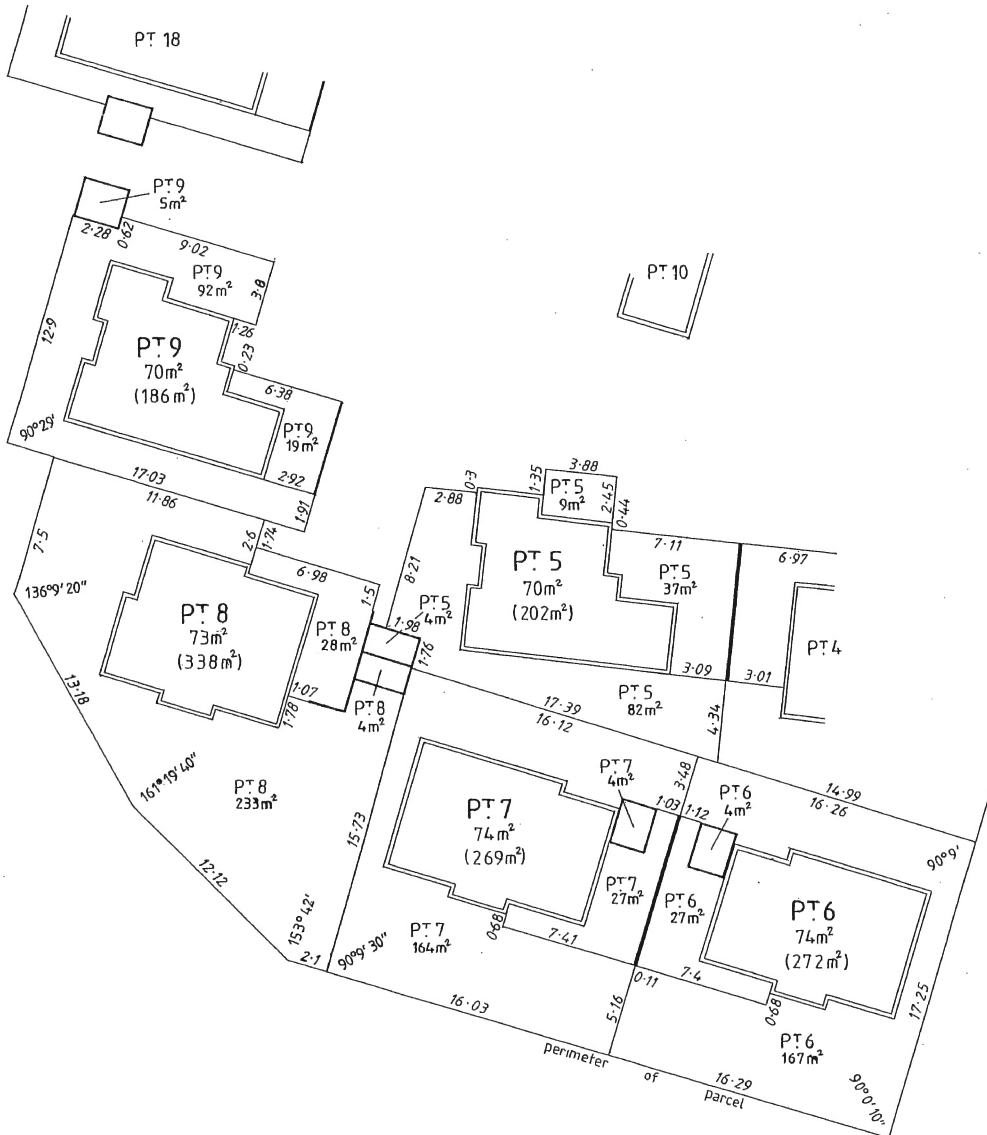
GROUND FLOOR

USE RESTRICTIONS  
(Age restriction - residential lots)

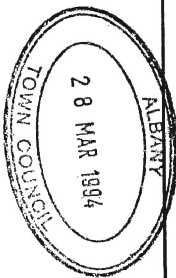
The use to which each of the residential lots on this strata plan may be put is restricted pursuant to Section 6(1) of Act 33 of 1985 to use as a residence by persons who:

- a) have attained the age of 55 years or have retired from fulltime employment; or
- b) are or were the spouse of such a person.

The Strata of the part lots outside the buildings is limited to between 1 metre below and 3 metres above the upper surface level of the lowest ground floor of the main building, appurtenant to their corresponding Lot number, excluding where covered. Unless otherwise stated, all angles are 90°.



Scale 1 : 300



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



Anaconda 1  
Pg 8 of 10

STRATA PLAN No. 27107

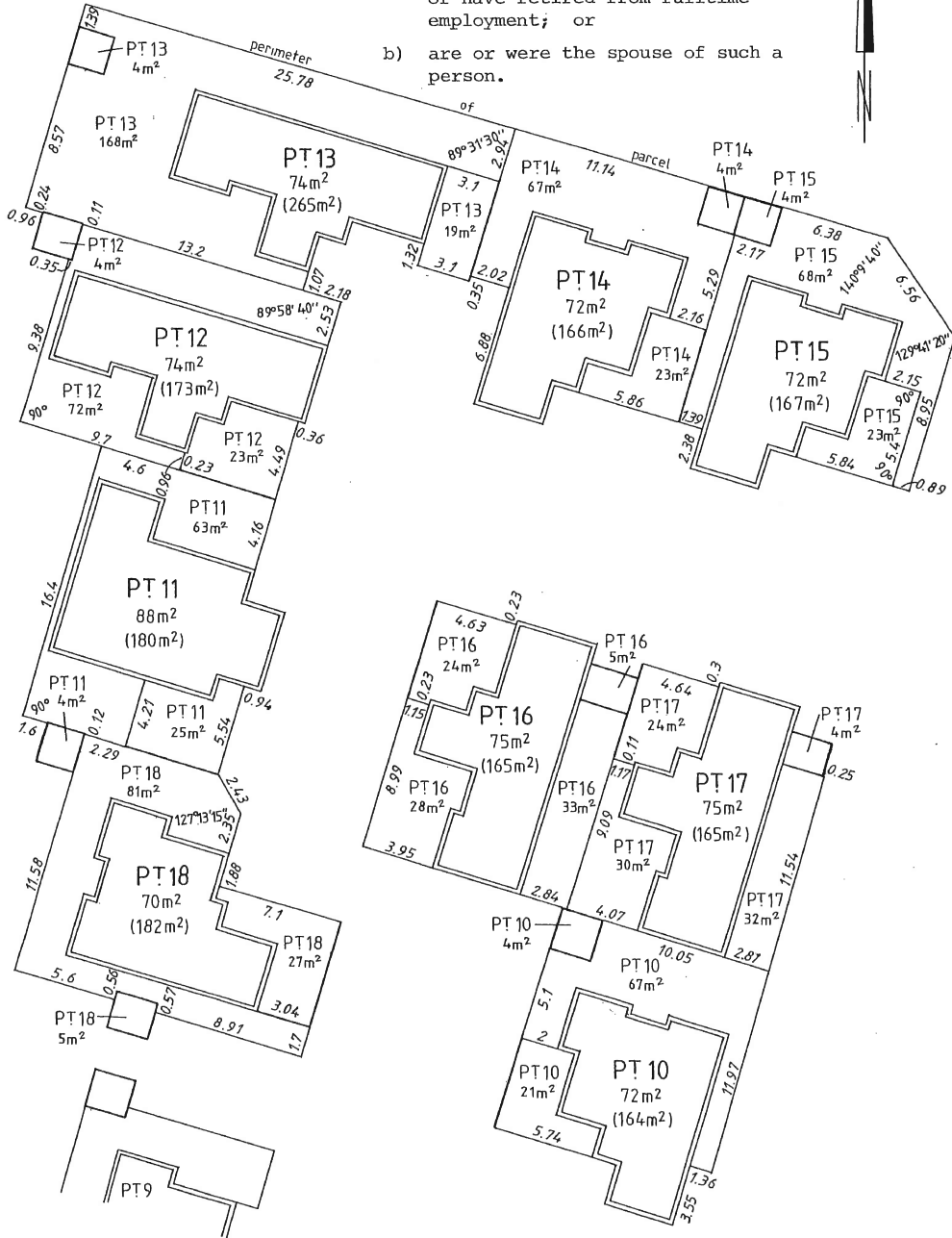
GROUND FLOOR

USE RESTRICTIONS

(Age restriction - residential lots)

The use to which each of the residential lots on this strata plan may be put is restricted pursuant to Section 6(1) of Act 33 of 1985 to use as a residence by persons who:

- a) have attained the age of 55 years or have retired from fulltime employment; or
- b) are or were the spouse of such a person.



The Strata of the part outside the buildings is limited to between 1 metre below and 3 metres above the upper surface level of the lowest ground floor of the main building, appurtenant to their corresponding Lot number, excluding where covered. Unless otherwise stated, all angles are 90°.

Scale 1 : 300

41445/85-1M-S/7658

Amended  
P 9210

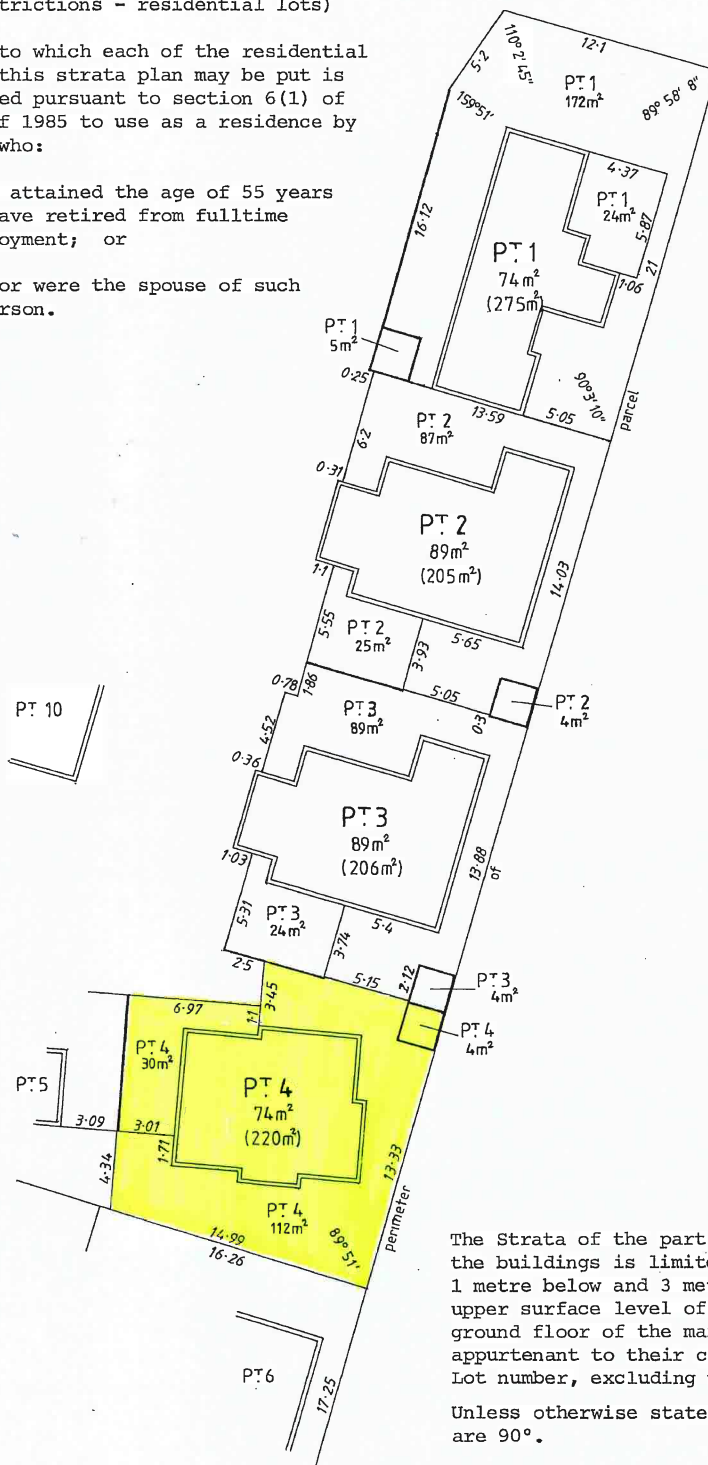
STRATA PLAN No. 27107

GROUND FLOOR

USE RESTRICTIONS  
(Age restrictions - residential lots)

The use to which each of the residential lots on this strata plan may be put is restricted pursuant to section 6(1) of Act 33 of 1985 to use as a residence by persons who:

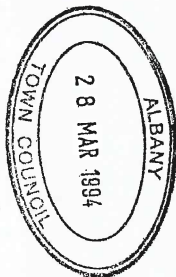
- a) have attained the age of 55 years or have retired from fulltime employment; or
- b) are or were the spouse of such a person.



The Strata of the part lots outside the buildings is limited to between 1 metre below and 3 metres above the upper surface level of the lowest ground floor of the main building, appurtenant to their corresponding Lot number, excluding where covered.

Unless otherwise stated, all angles are 90°.

Scale 1 : 300



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

CA6

ANNEXURE	OF STRATA PLAN No. 27107	REGISTRAR OF TITLES				
REGISTERED PROPRIETOR			INSTRUMENT		SIGNATURE OF REGISTRAR OF TITLES	
SCHEDULE OF REGISTERED PROPRIETORS			NATURE	NUMBER	REGIST'D	

SCHEDULE OF ENCUMBRANCES, ETC.		SCHEDULE OF ENCUMBRANCES, ETC.		SCHEDULE OF ENCUMBRANCES, ETC.	
INSTRUMENT		PARTICULARS		CANCELLATION	
NATURE	NUMBER	REGIST'D	SIGNATURE OF REGISTRAR OF TITLES		

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

41446/6/85-1M-S/7659

STRATA TITLES ACT 1985

**SCHEDULES**

**SCHEDULE 1 & SCHEDULE 2 (s39)**

**Schedule 1 – Governance by-laws**

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

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

**1. Duties of owner**

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

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

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

**3. Power of strata company regarding submeters**

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

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

**4. Constitution of council**

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



- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
- if the member dies or ceases to be an owner or co-owner of a lot; or
  - on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
  - in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
  - if the member is removed from office under sub-bylaw (8); or
  - if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

## 5. Election of council at general meeting

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

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

Attachment 2  
Pg 3 of 7

## schedules



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

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

### 6. Chairperson, secretary and treasurer of council

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

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

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

#### 7. Chairperson, secretary and treasurer of strata company

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

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

#### 8. Meetings of council

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

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

#### 9. Powers and duties of secretary of strata company

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

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

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

Amendment 2  
P, 5, 0, 7

# schedules



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## 10. Powers and duties of treasurer of strata company

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

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

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

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

## Schedule 2 – Conduct by-laws

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

### 1. Vehicles and parking

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

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

### 2. Use of common property

An owner or occupier of a lot must –

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

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

### 3. Damage to lawns etc. on common property

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

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

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

### 4. Behaviour of owners and occupiers

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

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

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



**6. Depositing rubbish etc. on common property**

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

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

**7. Drying of laundry items and signage**

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

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

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

**8. Storage of inflammable liquids etc.**

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

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

**9. Moving furniture etc. on or through common property**

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

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

**10. Floor coverings**

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

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

**11. Garbage disposal**

An owner or occupier of a lot must –

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

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

**12. Additional duties of owners and occupiers**

An owner or occupier of a lot must not –

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

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

Amended  
P 707 2

**13. Notice of alteration to lot**

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

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

**14. Appearance of lot**

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

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

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

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

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

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**MINUTES OF AN ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN 27107**

**ADDRESS OF THE STRATA SCHEME:**

Baudin Gardens  
Baudin Gardens, 27 Baudin Place, Spencer Park WA 6330

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 27107 was held on 25/09/2024 at Merrifield Real Estate, Unit 2, 87 Aberdeen Street, Albany and commenced at 02:00 PM.

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Sexton, Jean
2	2	Yes	Percy Stubber
3	3	Yes	Kevin & Diane Major Kevin Major
4	4	Apology	The Estate of the Late Josephine Grayson
5	5	Apology	Coral Thornley
8	8	Apology	Allan & Davena Roebuck
9	9	Yes	John Clark
10	10	Apology	Porter, Sylvie Chairperson
11	11	Yes	Ball, Jenny
12	12	Apology	Paul Cowcher Chairperson
14	14	Apology	Weaver, Valda Chairperson
15	15	Apology	Margaret Wake Chairperson
17	17	Apology	Marion Tranter
18	18	Yes	Walker, Neville

**CHAIRPERSON (acting):** Selena Taylor

Minutes of the meeting:

**1 Appointment of Chairperson for the Meeting**

Resolved that Selena Taylor be authorised to act as Chairman of the strata company for the purposes of the meeting.  
Moved: P Stubber. Seconded: J Clark.

**2 Confirmation of Previous Minutes**

Resolved that the previously circulated minutes of the General Meeting held on 20/09/2023 be verified as a true record of those proceedings.

Business arising from the previous minutes:

Nil

Moved: K Major. Seconded: N Walker.

**3 Consideration of Statement of Accounts**

Resolved that the Statement of accounts for the period ended 31/08/2024 be adopted as presented.

Moved: J Ball. Seconded: N Walker.

**4 Constitution of the Council**

Resolved the motion that the Council of Owners of the Strata Company consist of three proprietors was **not moved**. It was resolved that all owners be on the Council of Owners.

Moved: P Stubber. Seconded: K Major.

**SPECIAL BUSINESS**

**5 Insurance**

Resolved that:

- the Honan Insurance Group Financial Services Guide and the QBE Insurance (Australia) Limited Product Disclosure Statement, as tabled, be received and incorporated into the records of the Strata Company
- the Council be directed to renew the current insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.
- pursuant to section 53B of the Strata Titles Act, 1985 and until otherwise determined it is a function of the strata company to insure in respect of:
  - a. any building on a lot in the scheme; or
  - b. damage to property, death or bodily injury for which the proprietor of a lot in the scheme could become liable in damages;and, the strata company will comply with the provision of section 53D.

Moved: J Clark. Seconded: J Ball.

The motion that the owners approve a 12 month insurance policy was **not moved**. Renewal terms were not available at the time of the meeting, and will be sent to all owners for approval once available.

**6 Consolidate By-laws**

Resolved that, by Ordinary Resolution, the owners discuss and approve to consolidate the strata company's by-laws to include the strata company's financial year date, to a maximum of \$1,000.00. This cost includes solicitor, Merrifield Real Estate and Landgate fees.

Moved: P Stubber. Seconded: K Major.

**7 Managing Agent**

Resolved that Merrifield Real Estate be appointed Agent Manager of the Strata Company for a period of 12 months at a fee of \$4,950.00 per annum.

Moved: J Ball. Seconded: N Walker.

**8 Items of business notified or proposed by proprietors/Council or others**

A discussion took place regarding the following:

- a. Gardening contractors - MRE pointed out that the hedge near unit 3 requires a heavy prune or removing. Owners present are happy with the current contractors.
- b. Update on gutter/fascia replacement - MRE confirmed the next lot of gutter/fascia replacement is scheduled for the end of October.
- c. Gutter cleaning - to be done annually to all units. MRE will check with the gutter cleaning contractor if annual gutter cleaning is required.
- d. Insurance excess for fences. It was agreed that insurance excess for dividing fences (between units) will be split evenly between the two lot owners. Insurance excess for boundary fences will be split evenly between the lot owner and the strata company.

**9 Budget**

Resolved that the statement of estimated receipts and payments (budget) for the period ended 31/08/2025 be tabled and adopted.

Moved: N Walker. Seconded: J Clark.

**10 Levy of Contributions**

Resolved that:

- (a) contributions to the Administrative Fund are estimated and determined at \$26,830.00; and
- (b) contributions to the Capital Works Fund are estimated and determined at \$7,000.00 ; and



Amendment 3  
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(c) both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/09/2024 and subsequent instalments being due on the first days of 1/12/2024, 1/03/2025 and 1/06/2025.  
Moved: J Ball. Seconded: P Stubber.

*Please note, the shortfall for the first levy quarter will be divided over the remaining 3 levy quarters. No interest will be charged.*

**11 Next AGM**

Resolved that the AGM next year be held on Wednesday, 24th September 2025 commencing at 2.00pm.  
Moved: K Major. Seconded: P Stubber.

**12 Matters without notice for discussion and referral to the Council**

Jenny Ball requested approval to have a few raised garden beds for a vegie garden to the common property to the lawn area. Jenny will contact MRE to meet onsite to discuss location of garden beds. All owners present approved Jenny's request.

MRE stated that the 2x lights near the Ulster Road gate that aren't working need the tops to be replaced. It was agreed that not both lights are required, therefore only to replace one.

It was raised that the gate is sometimes left unlocked as you need to lock it with a key and it is sometimes difficult to lock. MRE will investigate if a self-locking lock can be installed.

It was mentioned that the laneway isn't maintained/mowed regularly by the City of Albany and owners are always having to contact them when it needs mowing. MRE will contact the City of Albany to see how often they mow the laneway.

MRE provided an update on the water pressure reduction valve that still hasn't been installed. MRE will follow up with the plumber and ask if the sub meters that already have a reduction valve on, if they will be affected.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 02:50 PM.

Attachment L  
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## Approved Levy Schedule to apply from 01/09/2024

Baudin Gardens

Baudin Gardens, 27 Baudin Place, Spencer Park WA  
6330

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	6.00	410.66	107.14	517.80	2,071.20
2	2	6.00	410.66	107.14	517.80	2,071.20
3	3	6.00	410.66	107.14	517.80	2,071.20
4	4	5.00	342.22	89.29	431.51	1,726.04
5	5	5.00	342.22	89.29	431.51	1,726.04
6	6	5.00	342.22	89.29	431.51	1,726.04
7	7	5.00	342.22	89.29	431.51	1,726.04
8	8	5.00	342.22	89.29	431.51	1,726.04
9	9	5.00	342.22	89.29	431.51	1,726.04
10	10	5.00	342.22	89.29	431.51	1,726.04
11	11	6.00	410.66	107.14	517.80	2,071.20
12	12	6.00	410.66	107.14	517.80	2,071.20
13	13	6.00	410.66	107.14	517.80	2,071.20
14	14	5.00	342.22	89.29	431.51	1,726.04
15	15	5.00	342.22	89.29	431.51	1,726.04
16	16	6.00	410.66	107.14	517.80	2,071.20
17	17	6.00	410.66	107.14	517.80	2,071.20
18	18	5.00	342.22	89.29	431.51	1,726.04
		<b>98.00</b>	<b>\$6,707.48</b>	<b>\$1,750.02</b>	<b>\$8,457.50</b>	<b>\$33,830.00</b>

Attachment 4  
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## Statement of Financial Position As at 14/01/2025

258 York Street  
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Baudin Gardens

Baudin Gardens, 27 Baudin Place, Spencer Park WA  
6330

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(1,754.23)
Owners Equity--Admin	4,727.73
	<u>2,973.50</u>
<b>Capital Works Fund</b>	
Operating Surplus/Deficit--Capital Works	(14,999.96)
Owners Equity--Capital Works	16,383.88
	<u>1,383.92</u>
<b>Net owners' funds</b>	<u><b>\$4,357.42</b></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	3,629.32
Receivable--Levies--Admin	0.61
Receivable--Owners--Admin	27.34
	<u>3,657.27</u>
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	1,557.50
Receivable--Levies--Capital Works	0.15
	<u>1,557.65</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total assets</i>	<u><u>5,214.92</u></u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Prepaid Levies--Admin	683.77
	<u>683.77</u>
<b>Capital Works Fund</b>	
Prepaid Levies--Capital Works	173.73
	<u>173.73</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total liabilities</i>	<u>857.50</u>
<b>Net assets</b>	<u><u><b>\$4,357.42</b></u></u>

04/02/2025

The Client

C/- Merrifield Real Estate

258 York Street

ALBANY WA 6330

258 York Street

PO Box 5001

Albany WA 6332

08 9841 4022

admin@merrifield.com.au

www.merrifield.com.au

To whom it may concern,

**RE: RENTAL APPRAISAL – 4/27 BAUDIN PLACE, SPENCER PARK**

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 **\$320.00 - \$360.00 per week** in the current rental market.

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:

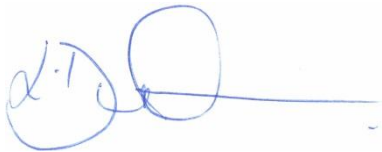
[Obligations of landlords - corded internal window coverings | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)

Minimum Security Requirements:

[Rental property security standards | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#)

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

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'L. Dunham', with a long horizontal line extending to the right.

Lisa Dunham

**Senior 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.