



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

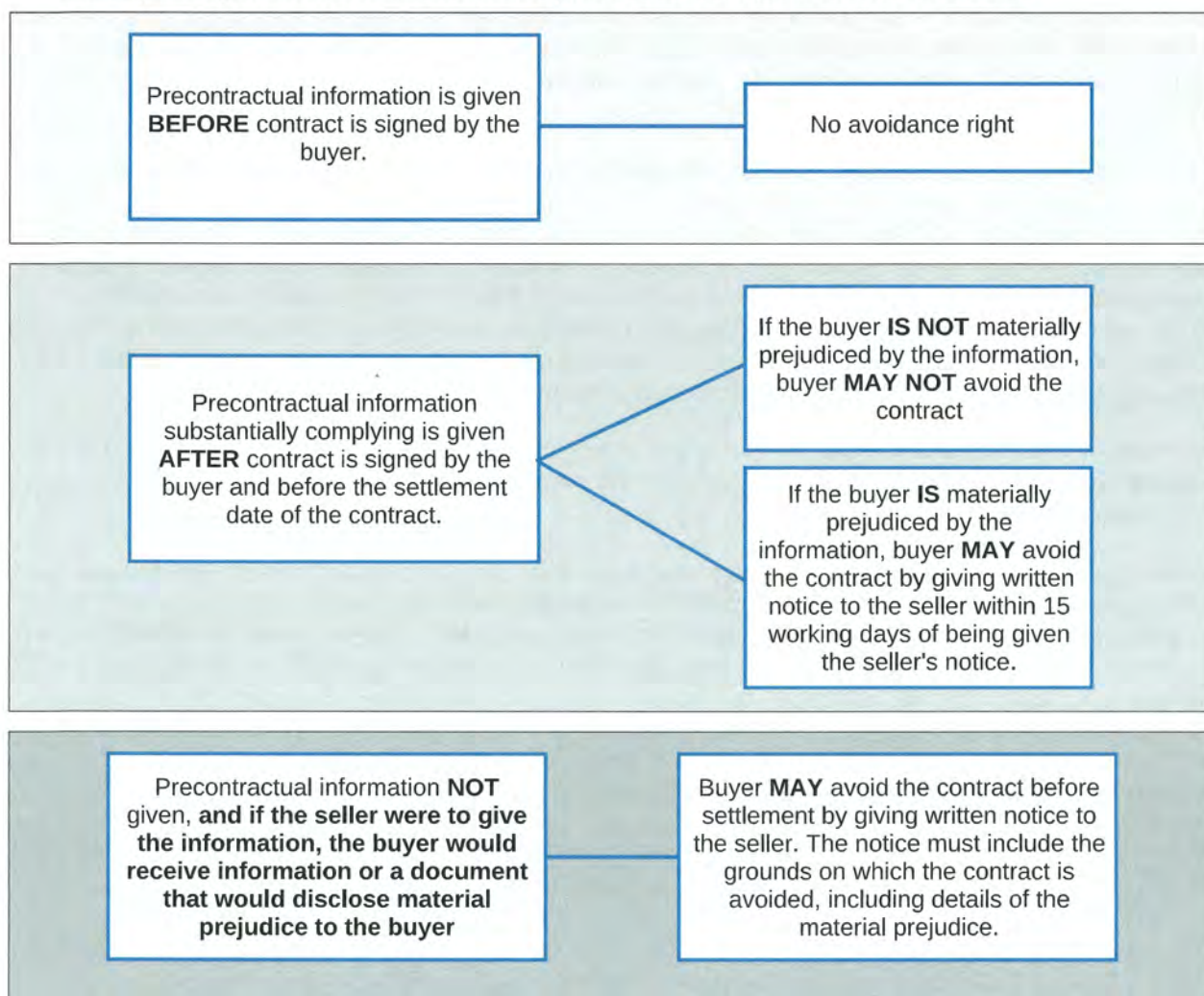
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

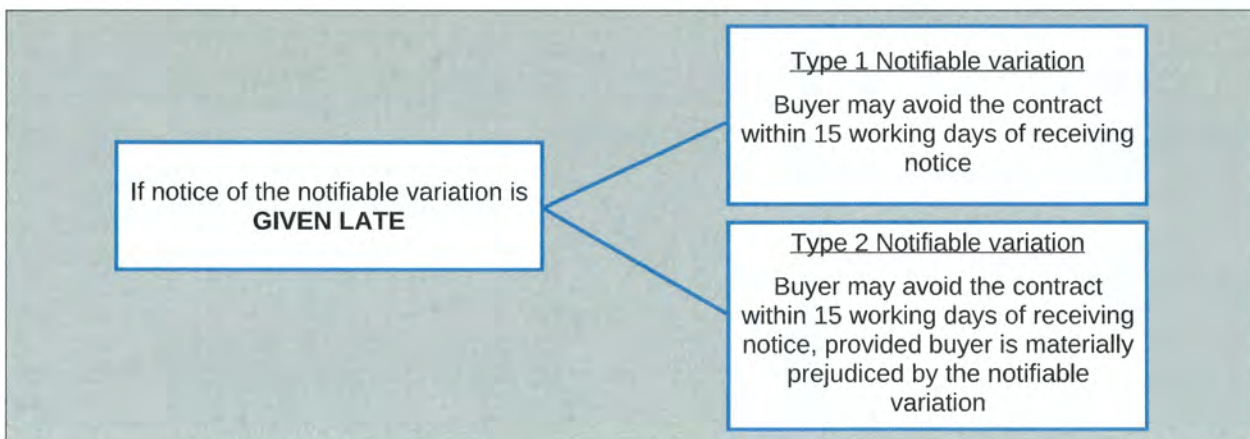
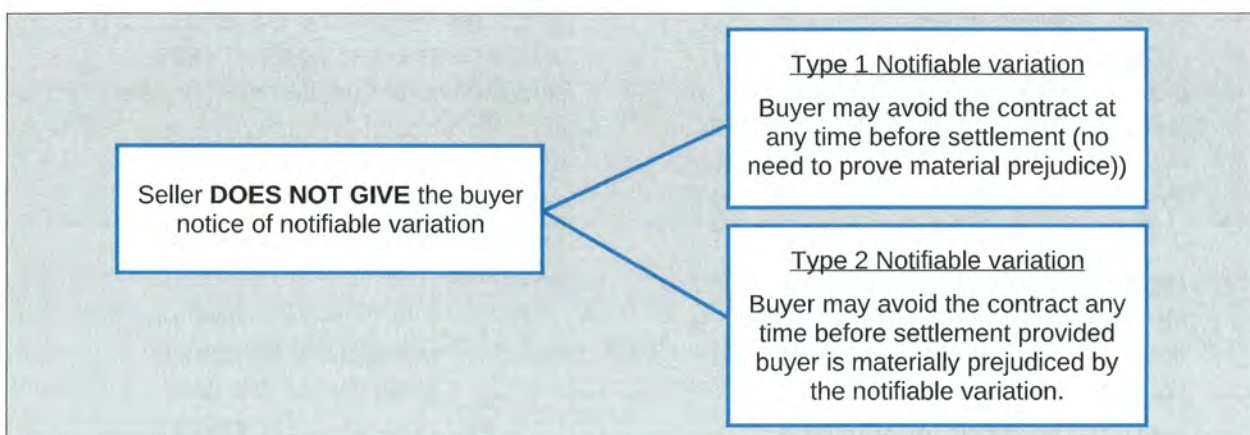
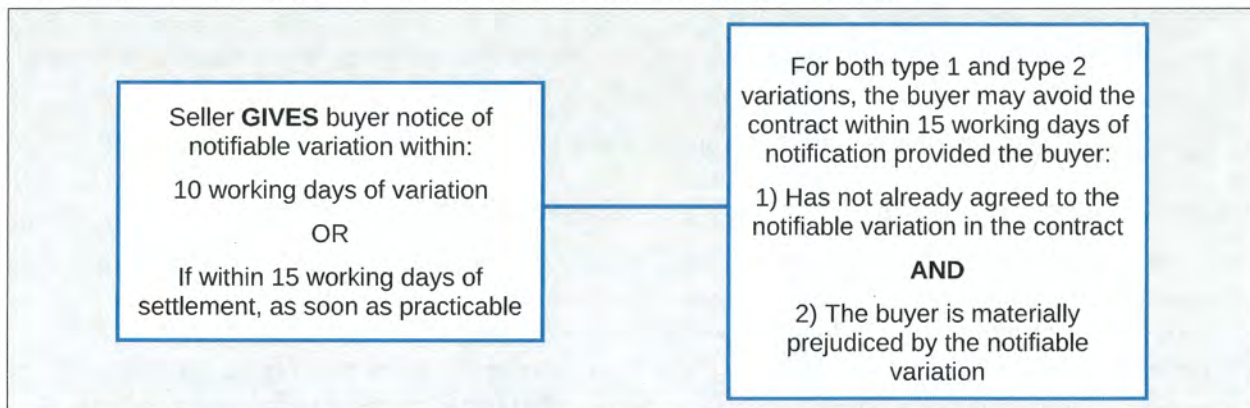
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

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



Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

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 Terri-Anne SPOONER and Michael Vaughan SPOONER

Address C/- 12A ARCHER ST, CARLISLE

Telephone/mobile (08) 9362 4489 Email C/- sales@thinkpinkrealty.com.au

Name _____

Address _____

Telephone/mobile _____

Email _____

Scheme Information

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

Scheme Details

Scheme name

85 FULHAM STREET KEWDALE

Name of the strata company

THE OWNERS OF 85 FULHAM STREET SP 25117

Address for service of the strata company (taken from scheme notice)

UNIT 1, 85 FULHAM STREET KEWDALE WA 6105

Name of Strata Manager

ACTION STRATA

Address of Strata Manager

LEVEL 1, UNIT 2 / 2 EDWARD ST, PERTH WA 6000

Telephone/Mobile

(08) 9468 7705

Email

STRATA@ACTION.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 3 _____

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) 4 _____

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

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

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company 5 _____

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

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

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

Additional comments: _____

**Termination proposal**

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

☒ no ☐ yes _____

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

Unit 7/87 Fulham Street, Kewdale, WA

Lot 7 on scheme plan no. 25117

(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:	1,500		-
Reserve fund:	-		-
Other levy (attach details)	-		-

3

☒ Actual ☐ Estimated total contribution for the lot \$ 1500.00

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: _____

Due dates \$375 on 01/09/2022 \$375 on 01/12/2022

\$375 on 01/03/2023 \$375 on 01/06/2023

Strata levy/contributions/other debts owing

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

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



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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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



Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☐ no ☐ yes

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

Additional comments: _____

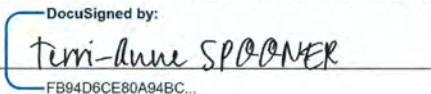
Acknowledgement by seller and buyer

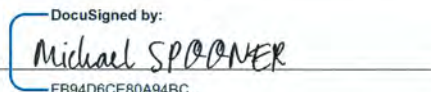
The statements by the seller and buyer relate to the following precontractual disclosures:

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

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

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

Signature 
Name Terri-Anne Spooner
Date 15/6/2023

Signature 
Name Michael Vaughan Spooner
Date 15/6/2023

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

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

☐ I / ☐ **We**¹ 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**¹.

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

Strata Plan 25117

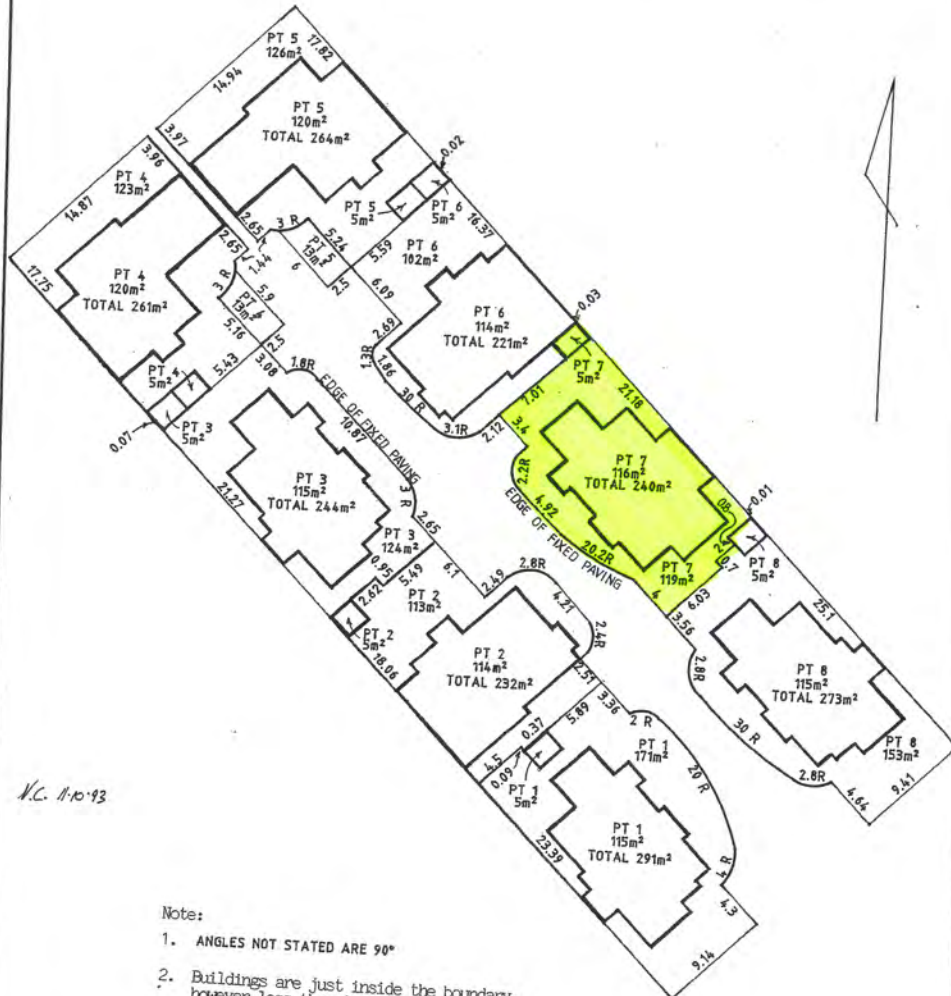
Attachment 1

Lot	Certificate of Title	Lot Status	Part Lot
1	1973/688	Registered	
2	1973/689	Registered	
3	1973/690	Registered	
4	1973/691	Registered	
5	1973/692	Registered	
6	1973/693	Registered	
7	1973/694	Registered	
8	1973/695	Registered	

STRATA PLAN No. 25117
GROUND FLOOR

THE STRATUM OF THAT PORTION OF THE LOTS EXTERNAL TO THE BUILDING EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNITS.

EXTERNAL FACES OF BUILDINGS, AS PER APPROVED BUILDING PLANS, ARE BOUNDARIES OF PART LOTS. EXCEPT FOR COMMON WALLS WHERE THE CENTRELINE OF THE WALL IS BOUNDARY.



N.C. 11-10-93

Note:

1. ANGLES NOT STATED ARE 90°
2. Buildings are just inside the boundary, however less than 1cm. Therefore, external strata boundary distances shown are the total distance.

Scale 1 : 400

Amendment noted.

Principal Building Surveyor
City of Belmont
11-10-93

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

DESCRIPTION OF PARCEL AND BUILDING

EIGHT SINGLE STOREY BRICK AND TILE RESIDENTIAL UNITS SITUATED ON
LOT 12 PORTION OF CANNING LOCATION 2 ON DIAGRAM 83864 AND HAVING
ADDRESS OF UNIT 1-8, 85 FULHAM STREET KEWDALE WA 6105

CERTIFICATE OF SURVEYOR

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

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- (b) each building referred to above is within the external surface boundaries of the parcel; or
- ~~(c) in a case where a part of a wall or building, or material attached thereto, encroaches beyond the external surface boundaries of the parcel—~~
 - (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.~~

12/8/93
Date
Delete whichever is inapplicable

V. Ciccotosto
Licensed Surveyor

CERTIFICATE OF LOCAL AUTHORITY

CITY OF BELMONT, 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;~~
- (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;~~
- (4) (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.~~

20/8/93
Date
Delete whichever is inapplicable

Bruce Genovese
Town / Shire Clerk

E76327/16/90-2M-S/7654

CA7

STRATA PLAN No. 25117

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 19 AUG 1993
..... and relating to the property described below;
- (ii) to the sketch submitted on
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) 12
Location(s) CANNING LOCATION 2
Town CITY OF BELMONT
Local Authority District KEWDALE
Property Owner BRUNETTO

~~SEE ATTACHED~~

For Chairman,
STATE PLANNING COMMISSION

Date -7 SEP 1993
(*To be deleted as appropriate)

631/93

E77763/9/90-1500-5/1660

1144616/95-1M-S/7359

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



0724515 SB ONLY

05 May 2021 14:52:59 Perth

**[SB] Scheme By-laws – First Consolidation**

Lodged by:¹³ Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1165463

Issuing Box Number: 99A

Instruct if any documents are to
issue to other than Lodging Party

1/1

Prepared by: Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1165463

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0Landgate Officer Initial: pm

¹³ Lodging Party Name may differ from Applicant Name.

Annexure A**SCHEDULE 1 – GOVERNANCE BY-LAWS****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.

2 [Deleted by Amending Act].**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-bylaw (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-bylaw, 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.

3470-2362-1396_1165463, v.1

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.
- (5) [Deleted].
- (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.
- (7) [Deleted].
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council —
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-bylaw (8); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-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.

3470-2362-1396_1165463, v.1

- (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.

5 Election of council at general meeting

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

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must —
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

3470-2362-1396_1165463, v.1

- (c) signing the ballot form; and
- (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
 as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

6 Chairperson, secretary and treasurer of council

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

3470-2362-1396_1165463, v.1

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.

8 Meetings of council

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

9 Powers and duties of secretary of strata company

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

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

3470-2362-1396_1165463, v.1

- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- (g) the convening of meetings of the strata company and of the council.

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.

11 By-laws binding on others

- 11.1 Without limiting section 45 of the Act, an owner will ensure that its occupiers comply with these by-laws in relation to their:

- 11.1.1 behaviour while present on its lot or the common property; and
- 11.1.2 use of either or both of its lot or the common property.

- 11.2 In order to facilitate the operation of section 45 of the Act, where the context permits, a reference in these by-laws to an owner includes a reference to its occupiers.

12 Indemnity for breach

- 12.1 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and other authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws by the owner or any of its occupiers.

13 Recovery of costs

- 13.1 Without limiting by-law 12.1, an owner will pay on demand the whole of the strata company's costs (including strata manager fees, solicitor and own client costs) incurred in relation to any or all of the following:

- 13.1.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both sections 43 or 100 of the Act;
- 13.1.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 13.1.3 making good any damage to the common property or personal property of the strata company caused by the owner; or
- 13.1.4 all proceedings taken by the strata company against the owner.

- 13.2 The costs referred to in by-law 13.1 are recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

14 Penalties

- 14.1 The breach of any of the by-laws for the strata scheme may result in a penalty being imposed by order of the State Administrative Tribunal under section 47 of the Act.

3470-2362-1396_1165463, v.1

15 Cost of Breach Notice

- 15.1 Where an owner or the occupier of the owner's lot commits a breach of the by-laws, the strata company may issue a notice under section 47 of the Act in relation to a breach of the by-laws (**Breach Notice**) to that owner and the following applies:
- 15.1.1 the strata company's appointed strata manager may, in accordance with the management agreement between the strata company and the strata manager, charge the strata company for issuing a Breach Notice;
 - 15.1.2 any costs incurred by the strata company to issue a Breach Notice in relation to a breach of the By-Laws to an owner, shall be the responsibility of the owner; and
 - 15.1.3 any amount payable by the strata company as a cost to issue a Breach Notice in relation to a breach of the by-laws becomes a liquidated debt owing by the owner to the strata company and may be recovered by the strata company in a court of competent jurisdiction.

16 Levies

- 16.1 The strata company must:
- 16.1.1 administer an administrative fund in accordance with section 100(1) of the Act;
 - 16.1.2 if required under section 100(2) of the Act, establish a reserve fund; and
 - 16.1.3 raise the amounts determined from time to time by levying contributions towards:
 - (a) the administrative fund pursuant to section 100(1)(c)(ii) of the Act; and
 - (b) if a reserve fund is required in accordance with section 100(2) of the Act, the reserve fund,
 on the owners:
 - (c) other than in proportion to the unit entitlement of their respective lots; and
 - (d) on the owners of each lot in equal proportions.

17 End of Financial year of the strata company

- 17.1 The strata company resolves by ordinary resolution that the strata company financial year period of 12 months ends on 31st January.

SCHEDULE 2 – CONDUCT BY-LAWS**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.

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.

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.

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.

5 [Deleted by Amending Act].**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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

16 Keeping of Pets

16.1 For the purposes of by-laws 16.1 to 16.10, the following words appearing in bold have their respective corresponding meanings:

16.1.1 **Council** means the council of the strata company;

16.1.2 **Pet** means an invertebrate or vertebrate animal other than a human; and

16.1.3 **Small Dog** means any breed of dog which at its full-grown size does not exceed 8 kgs.

16.2 An owner may keep, without the consent of the strata company (but must notify the strata company in writing of full details of the Pet):

16.2.1 fish, in an enclosed aquarium;

16.2.2 one caged bird;

16.2.3 one Small Dog; or

16.2.4 one cat.

16.3 An owner must obtain the prior written consent of the Council before that owner keeps:

16.3.1 any other type of animal including a dog; or

16.3.2 more than one cat, caged bird or combination thereof at the same time.

16.4 Without limiting by-law 16.5, the Council will act reasonably when requested to give its consent under by-law 16.3.

16.5 The Council will be entitled to refuse to give its consent under by-law 16.3 if the Council forms the opinion, on reasonable grounds, that the intended keeping of the relevant Pet will, or is likely to, do any of the following:

16.5.1 adversely impact on the health or hygiene of other owners;

16.5.2 interfere with the peaceful and quiet enjoyment of other owners;

16.5.3 otherwise result in a breach of these by-laws; or

16.5.4 breach any applicable laws or regulations.

16.6 Without limiting by-law 16.3, an owner will ensure that the keeping of any Pet by the owner in its lot does not:

16.6.1 adversely impact on the health or hygiene of other owners;

16.6.2 interfere with the peaceful and quiet enjoyment of other owners;

3470-2362-1396_1165463, v.1

- 16.6.3 otherwise result in a breach of these by-laws; or
- 16.6.4 breach any applicable laws or regulations.
- 16.7 Without limiting by-law 16.3, an owner will be responsible for the health, hygiene, supervision and control of any Pet kept in the owner's lot.
- 16.8 If an owner breaches either or both of by-laws 16.3 or 16.6, the Council may:
 - 16.8.1 require the relevant Pet to be removed from the strata scheme; or
 - 16.8.2 impose conditions on the relevant Pet remaining in the strata scheme.
- 16.9 The Council may require the relevant Pet to be removed from the strata scheme if any further conditions in by-law 16.8.2 are breached and the relevant owner must comply with such a request.
- 16.10 Without limiting by-law 16.3:
 - 16.10.1 an owner may only enter the common property with a Pet for the purpose of access to and from its lot; and
 - 16.10.2 an owner will ensure that any mess made by its Pet on common property is promptly cleaned up, at the owner's cost.
- 16.11 By-law 16 is subject to section 46(h) and (i) of the Act.



SB

Scheme By-laws – First Consolidation

Strata Titles Act 1985
Part 4 Division 4

Scheme Number: **25117**

The Owners of¹ **85 Fulham Street Kewdale Strata Scheme 25117** (strata company):

Part 1 – First Consolidation

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(2), applies to the Registrar of Titles to register an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws.

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

Part 2 – Application to Amend

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on **13/03/2021** and closed on **10/04/2021** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☐ **amendments/** ☐ **repeal**² to the Governance by-laws were made as detailed here.

Schedule 1 by-law 11 be added as follows:

11 By-laws binding on others

- 11.1 Without limiting section 45 of the Act, an owner will ensure that its occupiers comply with these by-laws in relation to their:
 - 11.1.1 behaviour while present on its lot or the common property; and
 - 11.1.2 use of either or both of its lot or the common property.
- 11.2 In order to facilitate the operation of section 45 of the Act, where the context permits, a reference in these by-laws to an owner includes a reference to its occupiers.

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

² Select one.



Approved Form 2020-43914
Effective for use from: 15/07/2020

Schedule 1 by-law 12 be added as follows:

12 Indemnity for breach

- 12.1 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and other authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws by the owner or any of its occupiers.

Schedule 1 by-law 13 be added as follows:

13 Recovery of costs

- 13.1 Without limiting by-law 12.1, an owner will pay on demand the whole of the strata company's costs (including strata manager fees, solicitor and own client costs) incurred in relation to any or all of the following:
- 13.1.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both sections 43 or 100 of the Act;
 - 13.1.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
 - 13.1.3 making good any damage to the common property or personal property of the strata company caused by the owner; or
 - 13.1.4 all proceedings taken by the strata company against the owner.
- 13.2 The costs referred to in by-law 13.1 are recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

Schedule 1 by-law 14 be added as follows:

14 Penalties

- 14.1 The breach of any of the by-laws for the strata scheme may result in a penalty being imposed by order of the State Administrative Tribunal under section 47 of the Act.

Schedule 1 by-law 15 be added as follows:

15 Cost of Breach Notice

- 15.1 Where an owner or the occupier of the owner's lot commits a breach of the by-laws, the strata company may issue a notice under section 47 of the Act in relation to a breach of the by-laws (**Breach Notice**) to that owner and the following applies:



Approved Form 2020-43914
Effective for use from: 15/07/2020

- 15.1.1 the strata company's appointed strata manager may, in accordance with the management agreement between the strata company and the strata manager, charge the strata company for issuing a Breach Notice;
- 15.1.2 any costs incurred by the strata company to issue a Breach Notice in relation to a breach of the By-Laws to an owner, shall be the responsibility of the owner; and
- 15.1.3 any amount payable by the strata company as a cost to issue a Breach Notice in relation to a breach of the by-laws becomes a liquidated debt owing by the owner to the strata company and may be recovered by the strata company in a court of competent jurisdiction.

Schedule 1 by-law 16 be added as follows:

16 Levies

- 16.1 The strata company must:
 - 16.1.1 administer an administrative fund in accordance with section 100(1) of the Act;
 - 16.1.2 if required under section 100(2) of the Act, establish a reserve fund; and
 - 16.1.3 raise the amounts determined from time to time by levying contributions towards:
 - (a) the administrative fund pursuant to section 100(1)(c)(ii) of the Act; and
 - (b) if a reserve fund is required in accordance with section 100(2) of the Act, the reserve fund,
- on the owners:
 - (c) other than in proportion to the unit entitlement of their respective lots; and
 - (d) on the owners of each lot in equal proportions.

Schedule 1 by-law 17 be added as follows

17 End of Financial year of the strata company

- 17.1 The strata company resolves by ordinary resolution that the strata company financial year period of 12 months ends on 31st January.

☒ and / ☐ or²



Approved Form 2020-43914
Effective for use from: 15/07/2020

By special resolution, the voting period for which opened on **13/03/2021** and closed on **10/04/2021** (and which must be registered within 3 months from closing date) the ☐ **additions/** ☐ **amendments/** ☐ **repeal**² to the Conduct by-laws were made as detailed here.

Schedule 2 by-law 16 be added as follows:

16 Keeping of Pets

- 16.1 For the purposes of by-laws 16.1 to 16.10, the following words appearing in bold have their respective corresponding meanings:
- 16.1.1 **Council** means the council of the strata company;
 - 16.1.2 **Pet** means an invertebrate or vertebrate animal other than a human; and
 - 16.1.3 **Small Dog** means any breed of dog which at its full-grown size does not exceed 8 kgs.
- 16.2 An owner may keep, without the consent of the strata company (but must notify the strata company in writing of full details of the Pet):
- 16.2.1 fish, in an enclosed aquarium;
 - 16.2.2 one caged bird;
 - 16.2.3 one Small Dog; or
 - 16.2.4 one cat.
- 16.3 An owner must obtain the prior written consent of the Council before that owner keeps:
- 16.3.1 any other type of animal including a dog; or
 - 16.3.2 more than one cat, caged bird or combination thereof at the same time.
- 16.4 Without limiting by-law 16.5, the Council will act reasonably when requested to give its consent under by-law 16.3.
- 16.5 The Council will be entitled to refuse to give its consent under by-law 16.3 if the Council forms the opinion, on reasonable grounds, that the intended keeping of the relevant Pet will, or is likely to, do any of the following:
- 16.5.1 adversely impact on the health or hygiene of other owners;
 - 16.5.2 interfere with the peaceful and quiet enjoyment of other owners;
 - 16.5.3 otherwise result in a breach of these by-laws; or
 - 16.5.4 breach any applicable laws or regulations.
- 16.6 Without limiting by-law 16.3, an owner will ensure that the keeping of any Pet by the owner in its lot does not:
- 16.6.1 adversely impact on the health or hygiene of other owners;
 - 16.6.2 interfere with the peaceful and quiet enjoyment of other owners;



Approved Form 2020-43914
Effective for use from: 15/07/2020

- 16.6.3 otherwise result in a breach of these by-laws; or
- 16.6.4 breach any applicable laws or regulations.
- 16.7 Without limiting by-law 16.3, an owner will be responsible for the health, hygiene, supervision and control of any Pet kept in the owner's lot.
- 16.8 If an owner breaches either or both of by-laws 16.3 or 16.6, the Council may:
 - 16.8.1 require the relevant Pet to be removed from the strata scheme; or
 - 16.8.2 impose conditions on the relevant Pet remaining in the strata scheme.
- 16.9 The Council may require the relevant Pet to be removed from the strata scheme if any further conditions in by-law 16.8.2 are breached and the relevant owner must comply with such a request.
- 16.10 Without limiting by-law 16.3:
 - 16.10.1 an owner may only enter the common property with a Pet for the purpose of access to and from its lot; and
 - 16.10.2 an owner will ensure that any mess made by its Pet on common property is promptly cleaned up, at the owner's cost.
- 16.11 By-law 16 is subject to section 46(h) and (i) of the Act.

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Approved Form 2020-43914
Effective for use from: 15/07/2020

Part 3 – Consolidated By-laws of Scheme Number: 25117

Governance By-Laws

See Annexure A

Conduct By-Laws

See Annexure A

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





Part 4 – By-laws of Significance

The strata company acknowledges that the following Governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws³: _____

**By-law under planning
(scheme by-laws) condition⁴:** _____

Exclusive use by-laws⁵: _____

³ Refer *Strata Titles Act 1985* section 42.

⁴ Refer *Strata Titles Act 1985* section 22.

⁵ Refer *Strata Titles Act 1985* section 43.



Approved Form 2020-43914
Effective for use from: 15/07/2020

Part 5 – Attachments

- ☐ **Consent Statement – Designated Interest⁶ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

⁶ Refer to section 3(1) of the Act for the meaning of designated interest.



Approved Form 2020-43914
Effective for use from: 15/07/2020

Part 6 – Execution

Date of Execution: 21/04/2021

1. Common Seal

The common seal of the Owners of⁷

85 Fulham Street Kewdale Strata Scheme 25117

is fixed to this document in accordance with section 118 of the *Strata Titles Act 1985* in the presence of:



Member of Council:

Member of Council:

Catherine McClure
Signature
Catherine McClure
Full Name
Secretary
Delegation⁸
5
Lot Number

Ivan Franich
Signature
IVAN FRANICH
Full Name
COUNCIL MEMBER
Delegation⁸
8
Lot Number

OR

⁷ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

⁸ Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.



Approved Form 2020-43914
Effective for use from: 15/07/2020

2. No Common Seal

Signed for and on behalf of the Owners of⁹ **85 Fulham Street Kewdale Strata Scheme 25117** in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*¹⁰.

☐ Member of Council / ☐ Strata Manager¹¹:

☐ Member of Council / ☐ Strata Manager¹¹:

Signature

Signature

Full Name

Full Name

Delegation¹²

Delegation¹²

Lot Number

Lot Number

⁹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

¹⁰ Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

¹¹ Select whichever is applicable.

¹² Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

CA 1

PLAN OF LOT 12 OF CANNING LOCATION 2 ON DIAGRAM 83864

CERTIFICATE OF TITLE 1973/600

LOCAL AUTHORITY CITY OF BELMONT

LOCALITY KEWDALE INDEX PLAN PERTH 2000 17:22

NAME OF BUILDING 85 FULHAM STREET KEWDALE

NAME OF BODY CORPORATE (IF STRATA PLAN OF SUBDIVISION OR CONSOLIDATION)

ADDRESS FOR SERVING OF UNIT 1 85 FULHAM STREET

NOTICES ON COMPANY KEWDALE WA 6105

PURPOSE

STRATA PLAN 25117

OFFICE USE ONLY

LODGED 10.9.93 33417

EXAMINED 18-10-93 CL

REGISTERED 18-10-93 App F337845

REGISTRAR OF TITLES

G. Sack

REGISTRAR OF TITLES

AS AUTOMATED SURVEYS PTY LTD
 LICENSED SURVEYORS
 3 Ord Street, West Perth, Western Australia 6005
 Postal Address: P.O. Box 618 Willetton 6155
 Telephone (08) 488 7800 Facsimile (08) 321 7647

Scale 1 : 750

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
LOT No.	UNIT ENTITLEMENT	CURRENT Cs. of TITLE	
		VOL.	FOL.
1	14	1973-688	
2	12	1973-689	
3	12	1973-690	
4	12	1973-691	
5	12	1973-692	
6	12	1973-693	
7	12	1973-694	
8	14	1973-695	
AGGREGATE	100		

CERTIFICATE OF LICENSED VALUER

I, **KEVIN JOHNSON** 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.

17/8/93
Date

Signed

02181/5/91-2M-S/7652

The Owners of 85 Fulham Street
Strata Plan 25117

Attachment 4

MINUTES OF ANNUAL GENERAL MEETING

DATE: SATURDAY 21ST MAY 2022

TIME: 12.30PM

VENUE: UNIT 5
85 FULHAM STREET
KEWDALE WA 6105

PRELIMINARY

Registration and recording of proprietors/proxy holders and quorum.

Attendance

J Stokes	Lot 1
R D'Carlo	Lot 2
P Harris	Lot 4
C McClure	Lot 5
P Koek	Lot 6
I Franich	Lot 8
Yvonne Harwood	Representing ACTON Strata

Apologies & Proxies

J & M Blogna Lot 2 Nominated R D'Carlo

Quorum

Subsection (4) states that if a quorum is not present after 30 minutes has lapsed from the time appointed for a general meeting of a strata company, the persons entitled to vote who are present at the meeting are taken to constitute a quorum for the purposes of that meeting.

As it was verified that a quorum of owners had been established, the meeting commenced at 12.40pm and the following business was conducted.

Signed:

1. Appointment of Chairperson

It was resolved by ordinary resolution, that Y Harwood be appointed as Chairperson for this meeting.

2. Confirmation of Previous Minutes

The meeting resolved by ordinary resolution, the minutes of the Annual General Meeting held 13th March 2021, be accepted as a true record of proceedings. **CARRIED**

3. Financial Statement of Account

The meeting resolved by ordinary resolution, the Statement of Accounts for the period 1st February 2021 to 31st January 2022, showing an amount of \$13,600.00 net owners funds, be adopted as presented. **CARRIED**

4. Administration Budget

(a) The meeting resolved by ordinary resolution, the Estimated Administration Expenditure Budget for the period 1st February 2022 to 31st January 2024, amounting to \$13,600.00 each financial year, be adopted as presented. **CARRIED**

(b) The meeting discussed the proposed levy increase, to match the approved expenditure.

The meeting resolved by ordinary resolution, to raise the Levy of Contributions on proprietors over four (4) quarters as per unit entitlement, to a total amount of \$12,000.00 each financial year, being \$375.00 per quarter, with contributions falling due quarterly in advance from 1st September 2022. **CARRIED**

5. Levy Contributions Arrears

The meeting resolved by ordinary resolution, the Council of Owners be authorised to instruct the Strata Manager, in respect to late payment of Strata Contributions, to:

- (i) Issue Final Notices of late payment and initiate any appropriate legal and/or debt collection action to recover contributions owing for more than two quarters by a lot proprietor.
- (ii) Collect the costs relating to any such legal and/or debt collection action from the defaulting lot proprietor. **CARRIED**

6. Insurance

(a) The meeting resolved by ordinary resolution, the Strata Community Insurance Financial Services Guide, Product Disclosure Statement & Policy, be received and incorporated into the records of the Strata Company. **CARRIED**

The meeting discussed the building coverage of \$3,278,000 and the belief this was too high.

The meeting was advised this was the figure provided in the building insurance valuation obtained in 2021, from Hemsley Patterson.

The meeting requested another copy of the valuation be sent to all owners with the AGM minutes.

The meeting resolved by ordinary resolution, the Strata Manager approach the Insurer to provide confirmation on the pro rata rebate the strata company would receive, if they lowered the coverage to \$2.4 million and upon receipt forward to the Council of Owners who have authority to reduce, if the saving was going to be appropriate. **CARRIED**

Signed:

- (b) The meeting resolved by ordinary resolution, the Council of Owners be authorised to instruct the Strata Manager, 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 a qualified professional advisor.

CARRIED

7. Election of Council of Owners

- (a) The meeting resolved by ordinary resolution, the Council of Owners consist of three (3) proprietors.
- (b) The meeting resolved by ordinary resolution, the following nominations be elected to the Council of Owners, until the next AGM:

T Spooner	Lot 3
P Harris	Lot 4
C McClure	Lot 5

CARRIED

CARRIED

- Positions of Chairperson, Treasurer and Secretary are to be nominated at the first Council of Owners meeting after this AGM, in accordance with the Strata Titles Act By-Laws 1985.
- (c) The meeting resolved by ordinary resolution, the Strata Company authorizes the duly elected Council of Owners members to make, vary, extend, discharge or terminate contracts and use the common seal if required, which are in the name of or for and on behalf of the Strata Company.

CARRIED

8. Appointment of Strata Company Managers

The meeting resolved by ordinary resolution, Acton Strata be appointed as Strata Manager for the ensuing period of twelve (12) months and the Council of Owners proceed with executing their Strata Management Agreement, in line with the budget provisions.

CARRIED

9. General Maintenance Business

(a) Unit 5 – Boundary Fence

The meeting was advised quotes were requested to replace the rear boundary fence to Unit 5, due to it being broken and badly leaning.

The meeting was further advised one (1) quote had arrived from All Fencing Perth, however, further quotes were still to arrive.

It was noted that further fencing needed attention, along the same boundary to other units, however, given the likely cost, it would be likely to address Unit 5 this year and the rest the following year.

The meeting resolved by majority resolution, the Council of Owners be forwarded all quotes for their further consideration.

CARRIED

(b) Letterbox Numbering

The meeting was advised the letterbox numbering should be replaced, as they were all different and old etc.

The meeting resolved by majority resolution, the Council of Owners be authorised to proceed with replacing the letterbox numbering.

CARRIED

Signed:

10. Closure of Meeting

Thankyou to all owners who personally attended or by proxy.

As there was no further business to be discussed, the meeting was declared closed at 1.45pm.

I certify that the above minutes are a true and
correct record of proceedings of the Annual General Meeting
held for the Owners of Strata Plan 25117 on the 21st May 2022

Signed:

Dated:

ACTON | Belle Property Strata
PO Box 4114
VICTORIA PARK WA 6979
9468 7705
strata@belleproperty.com



INTERIM REPORTS

for the financial year to 31/05/2023

Strata Scheme 25117

85 Fulham Street, KEWDALE WA 6105

Manager: Yvonne Harwood

	Page
Balance Sheet	1
Income & Expenditure Statement	2

Balance Sheet

As at 31/05/2023

The Owners--Strata Scheme 25117

85 Fulham Street, KEWDALE WA 6105

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,210.03
Owners Equity--Admin	5,570.37
	<u>6,780.40</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>
Net owners' funds	<u><u>\$6,780.40</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	9,412.15
	<u>9,412.15</u>
Sinking Fund	
	<u>0.00</u>
Unallocated Money	
Cash at Bank--Unallocated	750.00
	<u>750.00</u>
<i>Total assets</i>	<u>10,162.15</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(342.02)
Prepaid Levies--Admin	2,250.00
	<u>1,907.98</u>
Sinking Fund	
	<u>0.00</u>
Unallocated Money	
Prepaid Levies--Unallocated	750.00
	<u>750.00</u>
<i>Total liabilities</i>	<u>2,657.98</u>
Net assets	<u><u>\$7,504.17</u></u>

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

Income & Expenditure Statement for the financial year-to-date 01/02/2023 to 31/05/2023

The Owners--Strata Scheme 25117

85 Fulham Street, KEWDALE WA 6105

Administrative Fund

	Current period 01/02/2023-31/05/2023	Annual budget 01/02/2023-31/01/2024
Revenue		
Levies Due--Admin	3,000.00	12,000.00
<i>Total revenue</i>	3,000.00	12,000.00
Less expenses		
Admin--Income Tax--Admin	275.00	280.00
Admin--Management Fees--Standard	800.00	2,400.00
Insurance--Premiums	315.00	8,500.00
Maint Bldg--General Repairs	0.00	500.00
Maint Grounds--Lawns & Gardening	250.00	500.00
Utility--Electricity	149.97	600.00
<i>Total expenses</i>	1,789.97	12,780.00
Surplus/Deficit	1,210.03	(780.00)
Opening balance	6,294.14	6,294.14
Closing balance	\$7,504.17	\$5,514.14

Sinking Fund**Current period Annual budget**

01/02/2023-31/05/2023 01/02/2023-31/01/2024

Revenue*Total revenue*

0.00

0.00

Less expenses*Total expenses*

0.00

0.00

Surplus/Deficit

0.00

0.00

Opening balance

0.00

0.00

Closing balance**\$0.00****\$0.00**