



The Owners of Strata Scheme 27587  
BELLARANGA,  
93 Stirling Highway,  
NEDLANDS WA 6009

Minutes of the Annual General Meeting of The Owners of Strata Scheme 27587 held on the 19/09/2024 at the office of All Strata Management Services, 121 Walcott Street Mount Lawley and via Zoom at 02:00 PM.

## RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Lisa Via Zoom
7	7	Yes	Nina & Hannah Represented by Hannah Conway via Zoom Kyra & Zak
8	8	Yes	Represented by Kyra via Zoom

## AGENT MANAGER

Karen - Strata Community Manager - All Strata Management Services

Karen confirmed that all proxy forms received had been signed in accordance with the requirements of the Strata Titles Act 1985.

### 1 TIME MEETING COMMENCED

Karen confirmed that in accordance with Section 130(3) the meeting could not commence at the appointed time of 02:00 PM due to there not being persons present in person or by proxy who were entitled to cast the votes attached to 50% of the lots in the scheme.

Therefore the meeting commenced 30 minutes later, being 02:30pm and proceeded to business.

### 2 APPOINTMENT OF MEETING CHAIRPERSON

Resolved that Karen be elected as chairperson of the general meeting.

### 3 MINUTES (ANNUAL GENERAL MEETING)

Resolved that the minutes of the previous annual general meeting held on **28/09/2023** of The Owners of Strata Scheme 27587 be confirmed as an accurate record of the proceedings of that meeting.

### 4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **31/07/2024** as included within the notice of meeting be accepted.

### 5 INSURANCE POLICY DETAILS

Resolved that pursuant to section 127(3)(c) of the Strata Titles Act 1985 the following insurance details were confirmed:

Policy No.WRSC22007232  
Strata Community Insurance  
Type : Residential Strata

Premium : \$6,584.00      Paid on : 12/12/2023      Start : 12/01/2024      Next due : 12/01/2025

Cover	Sum Insured	Excess	Notes
Building	\$2,981,000.00	\$1,000.00	

Common Area Contents	\$29,810.00	\$0.00
Terrorism	Applies	\$0.00
Loss of Rent/Temp Accommodation	\$447,150.00	\$0.00
Flood	Included	\$0.00
Floating Floors	Included	\$0.00
Liability	\$20,000,000.00	\$0.00
Voluntary Workers	Included	\$0.00
Workers Compensation	Selected	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Catastrophe Cover	\$894,300.00	\$0.00
Government Audit Expenses	\$25,000.00	\$0.00
Appeal Expenses	\$100,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$1,000.00
Fixtures & Improvements	\$300,000.00	\$0.00

Commission paid on this policy was **\$1,040.09** and the last valuation was completed on **06/10/2023** and noted a replacement value of **\$2,981,000.00**.

## 6 **BUILDING INSURER**

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees that All Strata Management Services be empowered to renew the insurance policy with the current insurer.

## 7 **BUILDING SUM INSURED**

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the insurance policy be renewed at the current building sum insured.

## 8 **ELECTION OF THE COUNCIL OF THE STRATA COMPANY**

Resolved that the Council of the Strata Company shall consist of **3** members; and

The following candidates were declared the elected Council until the next Annual General Meeting:

<b>Unit 2</b>	<b>Lisa</b>
<b>Unit 7</b>	<b>Hannah</b>
<b>Unit 8</b>	<b>Zak</b>

and

That **all** would be the member of the Council appointed to receive the financial reports; and  
That **Lisa** would be the member of the Council appointed as the Strata Company Representative.

## 9 **PEST CONTROL**

Resolved that pest control and or termite inspection will not be carried out this year and to review again at the 2025 Annual General Meeting.

## 10 **ADDITIONAL EXPENDITURE ADDITIONAL SOAK WELL**

That pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake additional soak wells at the complex; and

- That Watertight Plumbing & Gas quote for the amount of \$5,742.00 (Including GST) be accepted and that Watertight Plumbing & Gas is reminded to leave the site clean and remove all materials at the end of the work; and
- That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

## 11 **ADDITIONAL EXPENDITURE LINE MARKING**

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake line marking for 8 bays including numbers and no parking stencil; and

- That Advanced Line marking Company quote for the amount of \$412.50 (Including GST) be accepted; and
- That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**12 ADDITIONAL EXPENDITURE PRESSURE CLEANING**

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake pressure cleaning of paving; and

- a. That Kleenit quote 347324 dated 04/07/2024 for the amount of \$528.00 (Including GST) be accepted and to include the car park area where the line marking work will be done; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**NOTE:** Discussion ensued and it was agreed for items 10, 11 and 12, work to be completed in the specific order listed below:

1. Soak well work.
2. Pressure Cleaning work.
3. Line marking work.

**13 ADDITIONAL EXPENDITURE ROOF RESTORATION**

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake roof restoration as outlined in the below quote; and

- a. That Precise Building Solutions quote 21510 dated 18/07/2024 for the amount of \$17,119.30 (Including GST) be accepted, subject to clarification as noted below and advise the Council of Owners; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**Note:** Points of clarification of quote 21510 from Precise Building Solutions.

- Confirm the need to resark and install sisalation and tile battens.
- Confirm this will not trap moisture in the roof cavity.
- Roof area of this work.

**14 ADDITIONAL EXPENDITURE WINDOWS**

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake repair and/or replacement of window frames at the property; and

- a. That All Strata Management Services request revised quotes from Property Care and Precise Building Solutions for window repairs/replacement of timber frames on the front block of units and aluminium frames for the back block;
- b. That All Strata Management Services request a from Arco Double Glazing & Framing; and
- c. That all quotes for forward to the Council of Owners for further instructions; and
- d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**15 BUDGET**

Resolved that the statement of estimated receipts and payments (budget) be adopted.

**16 ADMINISTRATIVE FUND CONTRIBUTIONS**

Resolved that contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$28,000.00**; and

That contributions be due and payable as follows;

\$5.00 per unit entitlement due in advance on the 01/08/2024; and  
\$9.00 per unit entitlement due in advance on the 01/11/2024, and \*  
\$7.00 per unit entitlement due in advance on the 01/02/2025, and  
\$7.00 per unit entitlement due in advance on the 01/05/2025; and

\*Levy Increase due to shortfall for levy due 01/08/2024.

**New financial year**

\$7.00 per unit entitlement due in advance on the 01/08/2025.

and every quarter thereafter until the next Annual General Meeting.

**17 RESERVE FUND CONTRIBUTIONS**

Resolved that contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata

Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$17,000.00**; and

That contributions be due and payable as follows;

\$2.00 per unit entitlement due in advance on the 01/08/2024; and  
\$6.50 per unit entitlement due in advance on the 01/11/2024, and \*  
\$4.25 per unit entitlement due in advance on the 01/02/2025, and  
\$4.25 per unit entitlement due in advance on the 01/05/2025; and

\*Levy Increase due to shortfall for levy due 01/08/2024.

**New financial year**

\$4.25 per unit entitlement due in advance on the 01/08/2025.

and every quarter thereafter until the next Annual General Meeting.

**18 OTHER BUSINESS**

Resolved that there being no further business that could legally be brought forward in accordance with the Strata Titles Act 1985 and the registered bylaws, an invitation was extended to those present to raise any items of business without notice.

**ITEMS OF DISCUSSION**

**Unit 3 and 4 Portico Ceiling**

Discussion ensued and it was agreed for All Strata Management Services to follow up with Precise Building Solutions on the outcome of a leak to the newly installed ceiling and advise the Council of Owners.

**Letterboxes**

Discussion ensued and it was agreed for the Council of Owners to advise All Strata Management Services in the future, if quotes are required for new letterboxes.

**Unit 4 Internal Repairs**

Discussion ensued and it was agreed for All Strata Management Services to request quotes on the internal repair work required as a result of the roof leak, now repaired and to forward the information to the building insurer requesting a claim to be considered; and for the Council of Owners be kept updated.

**19 CLOSURE**

Resolved that with no further business, Karen thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 03:35 PM .



The Owners of Strata Scheme 27587  
BELLARANGA,  
93 Stirling Highway,  
NEDLANDS WA 6009

Minutes of the Extraordinary General Meeting of The Owners of Strata Scheme 27587 held on the 24/07/2025 at the All Strata Management Services, 121 Walcott Street, Mount Lawley WA 6050 at 03:00 PM.

## RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
7	7	Yes	Nina & Hannah Represented by Nina & Kyra
8	8	Yes	& Zak Represented by Kyra

## AGENT MANAGER

Karen - All Strata Management Services.

Karen confirmed that all proxy forms received had been signed in accordance with the requirements of the Strata Titles Act 1985.

### 1 TIME MEETING COMMENCED

Karen confirmed that in accordance with Section 130 (3) the meeting could not commence at the appointed time of 03:00 PM and would need to commence half an hour later being 03:30 PM due to there not being persons present who were entitled to cast the votes attached to 50% of the lots in the scheme.

### 2 APPOINTMENT OF CHAIRPERSON

Resolved that Karen be elected as chairman of the strata company for the duration of the meeting.

### 3 EXPENDITURE

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 to proceed with the quote from Affordable Double Glazing for the amount of \$23,750.00 which has been approved by the Council of Owners, for the window replacement where required on the rear block of units, being lots 3, 4, 7 and 8 and;

That this expense be funded in part by existing Reserve Fund amount of \$10,000.00 and the balance of \$13,750.00 be raised by Special Levy as detailed in item 5.

### 4 BUDGET AMENDMENT

Resolved that the statement of estimated receipts and payments (budget) for period ending **31/07/2025** be amended pursuant to Section 102(4) of the Strata Titles Act 1985 as included within the notice of meeting.

### 5 SPECIAL RESERVE LEVY

Resolved that a special reserve levy contribution of **\$13,750.00** be raised in accordance with Section 100(2) of the Strata Titles Act 1985; and

That contributions be due and payable as follows;

\$4.583 per unit entitlement due in advance on the 21/08/2025.

\$4.583 per unit entitlement due in advance on the 18/09/2025.

\$4.583 per unit entitlement due in advance on the 16/10/2025.

### 6 CONSTRUCTION TRAINING FUND

Resolved that pursuant to the Building and Construction Industry Training Fund and Levy Collection Act 1990

(the Act), The Strata Company acknowledges that the BCITF levy must be paid by every project owner (Strata Company) when an application for a building permit is made. Where a building permit is not required for works to which the levy is applied (e.g. Electrical, Plumbing, Gas or Water maintenance work, Painting works, Brick and Concrete services, Plaster Ceiling and Wall repairs, Roof and Gutter repairs etc.) that exceeds \$20,000.00 the organisation (Strata Company) responsible for executing the project is required to notify the CTF of the project and its estimated value and at that time, pay the full value of the levy (being 0.2% of the total value) to the CTF prior to the commencement of construction work.

## **7 CLOSURE**

Resolved that with no further business, Karen thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 03:38 PM.



## Scheme By-laws – First Consolidation

*Strata Titles Act 1985*

Part 4 Division 4

Scheme Number: **27587**

The Owners of **Bellaranga Strata Scheme 27587** (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 **29/09/2022** and closed on **27/10/2022** (and which must be registered within 3 months from closing date) the ☒ additions/ ☐ amendments/ ☐ repeal<sup>2</sup> to the Governance by-laws were made as detailed here.

Schedule 1 by-law 12 be added as follows:

#### **12 Financial Year**

The Financial Year for the Strata Company is the period of 12 months ending on 31 July.

☒ and / ☐ or<sup>2</sup>

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

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

<sup>2</sup> Select one.

Version 2

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.



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Effective for use from: 15/06/2022

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

Version 2

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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 3 – Consolidated By-laws of Scheme Number: 27587**

**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 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.

### 3 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) 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.
- (6) 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.
- (7) 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-by-law (6); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) 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-by-law (7)(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.

- (9) 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.
- (10) 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.
- (11) 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.

#### **4 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 3(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 3(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-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 3(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.

#### **5 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 3(7);
  - (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 3(7)(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.

**6 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.

**7 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.

**8 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
- (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.

**9 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.

**BY-LAW 10**

Pursuant to the power conferred on the strata company pursuant to Section 42(8) of the *Strata Titles Act 1985* the strata company confers on the proprietors 'exclusive use and enjoyment of the portion of the common property coloured YELLOW on the plan annexed hereto and marked with the respective lot number.

A proprietor shall be responsible for the proper maintenance and the keeping in a state of good and reasonable repair, any portion of the common property in respect of which the proprietor has the exclusive use and enjoyment under this By-Law but shall not carry out any works to or upon such common property (other than of a maintenance or repair nature) without first obtaining the consent of the Strata Company.

**BY-LAW 11:**

**Recovery of Costs by Strata Company**

- 1.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

- 1.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
- 1.1.2 legal costs on an indemnity basis; and
- 1.1.3 debt recovery agency's costs;

are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.

- 1.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 1.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.
- 1.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 1.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 1.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this by-law.

## 12 Financial Year

The Financial Year for the Strata Company is the period of 12 months ending on 31 July.

## 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 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.

### 6 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.

**7 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.

**8 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.

**9 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.

**10 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.

**11 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) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

**12 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.

**13 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.

**14 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.

**BY-LAW 15 - PETS**

- 15.1 Neither a proprietor or a proprietor's invitee may keep any animal within a lot without the written consent of the council.
- 15.2 The council will not withhold its consent if the animal is of a breed or size which in all the circumstances is suitable to be kept as a domestic pet in a communal residential complex.
- 15.3 The proprietor will:
- 15.3.1 be responsible for the health, hygiene, control and supervision of any animal in its care;
  - 15.3.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;
  - 15.3.3 not keep any animal on his lot if:
    - 15.3.3.1 the keeping animal breaches any regulation or bylaw of the local authority;
    - 15.3.3.2 he has failed to comply with a notice given by the council bylaw 15.3.2;
    - 15.3.3.3 he has within a twelve (12) month period received three notices issued under by law 15.3.2.
- in which even the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.



#### **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-laws<sup>3</sup>: **Not Applicable**

By-law under planning  
(scheme by-laws) condition<sup>4</sup>: **Not Applicable**

Exclusive use by-laws<sup>5</sup>: **Schedule 1 By-law 10**  
(existing and new) **(existing)**

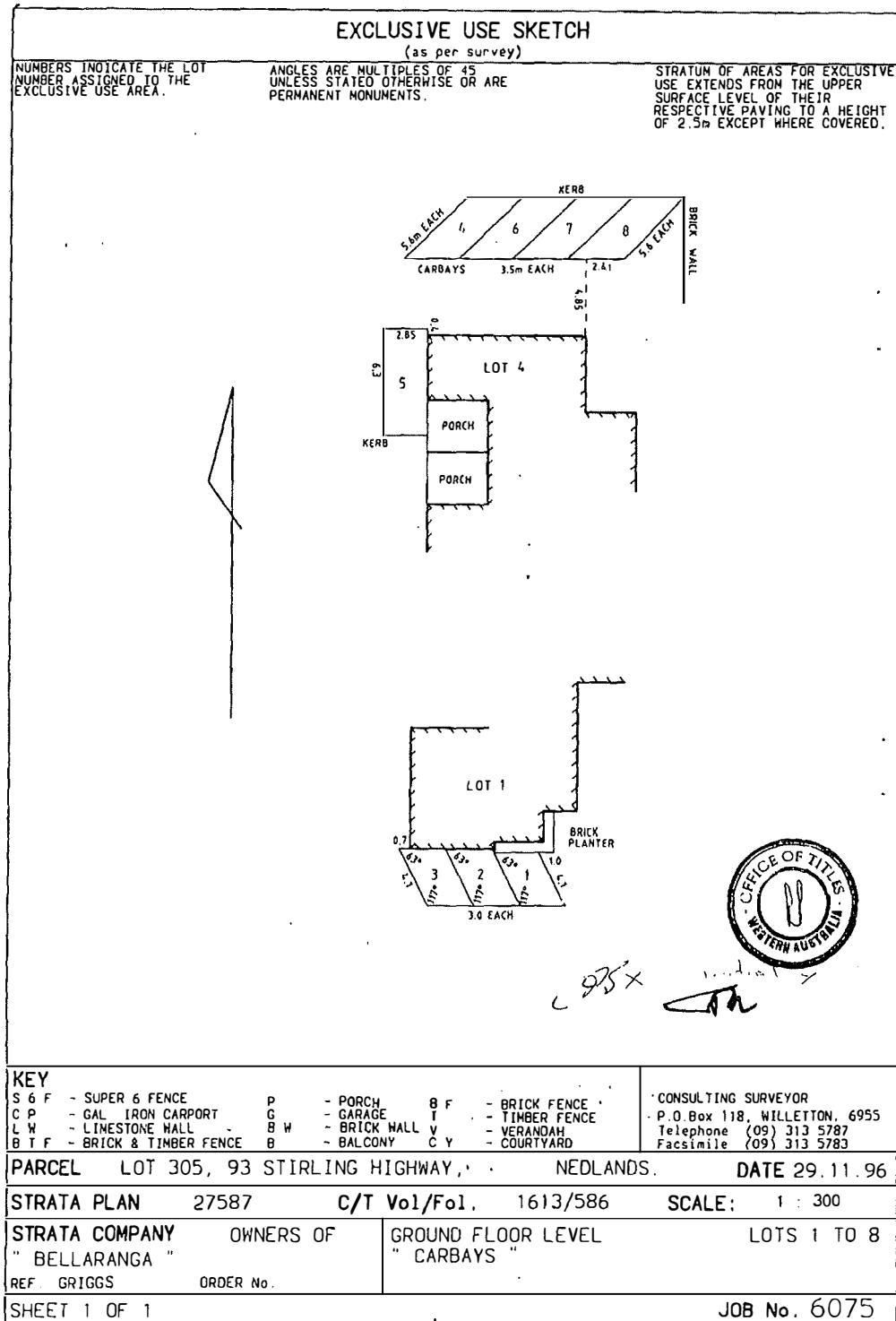
<sup>3</sup> Refer *Strata Titles Act 1985* section 42.

<sup>4</sup> Refer *Strata Titles Act 1985* section 22.

<sup>5</sup> Refer *Strata Titles Act 1985* section 43.

Version 2

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 5 – Attachments**

- ☐ **Consent Statement – Designated Interest<sup>6</sup> 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

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<sup>6</sup> Refer to section 3(1) of the Act for the meaning of designated interest.  
Version 2

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 6 – Execution

### 1. Common Seal<sup>7</sup>

Date of Execution: \_\_\_\_\_

The common seal of<sup>8</sup>

#### The Owners of Bellaranga Strata Scheme 27587

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council<sup>9</sup>:

Member of Council<sup>9</sup>:

Signature

Signature

Full Name

Full Name

OR

### 2. No Common Seal<sup>7</sup>

Date of Execution: 14.11.2022

Signed for and on behalf of<sup>8</sup> The Owners of Bellaranga Strata Scheme 27587 in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☒ Strata Manager of strata company<sup>10</sup>:

☐ Member of Council / ☐ Strata Manager of strata company<sup>10</sup>:

Signature

Signature

Full Name

Full Name

<sup>7</sup> See SIG-14 for execution of documents by a strata company.

<sup>8</sup> Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

<sup>9</sup> The common seal must be witnessed by 2 members of council.

<sup>10</sup> Select whichever is applicable.





OFFICE USE ONLY  
**P366800 SB**  
25 Nov 2022 10:54:07 Perth

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

Lodged by:<sup>11</sup> Lavan  
Address: Level 18, 1 William Street,  
PERTH WA 6000  
Phone Number: +61 8 9288 6000  
Fax Number: +61 8 9288 6001  
Reference Number: 1174726  
Issuing Box Number: 99A

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

---

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: 1174726

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**OFFICE USE ONLY**

Landgate Officer

Number of Items Received: \_\_\_\_\_

Landgate Officer Initial: \_\_\_\_\_

<sup>11</sup> Lodging Party Name may differ from Applicant Name.  
Version 2

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.





## Proposed Budget to apply from 01/08/2024

The Owners of Strata Scheme 27587

BELLARANGA, 93 Stirling Highway, NEDLANDS WA  
6009

### Administrative Fund

#### Proposed budget

#### Revenue

Electricity Income	6,500.00
Gas Income	3,500.00
Levies Due--Admin	28,000.00
<i>Total revenue</i>	38,000.00

#### Less expenses

Admin--Additional Duties - ASMS	200.00
Admin--Agent Disburst-- Contract	1,087.80
Admin--Company Tax Return - Accountant	100.00
Admin--Management Fees--Standard	2,280.00
Admin--Utility Account Preparation	160.00
Insurance--Premiums	8,000.00
Maint Bldg--General Repairs	5,000.00
Maint Bldg--Gutters & Downpipes	1,200.00
Maint Bldg--Insurance Repairs	1,000.00
Maint Bldg--Pest Control	1,000.00
Maint Bldg--Plumbing & Drainage	5,000.00
Maint Grounds--Lawns & Gardening	2,500.00
Utility--Electricity Sub Meters	6,500.00
Utility--Gas Sub Meter	3,500.00
Utility--Sub Meter Readings	460.00
Utility--Water & Sewerage	2,000.00
<i>Total expenses</i>	39,987.80

#### Surplus/Deficit

(1,987.80)

Opening balance

4,845.93

#### Closing balance

\$2,858.13

Total units of entitlement 1000

Levy contribution per unit entitlement \$28.00

**Sinking Fund****Proposed  
budget****Revenue**

Levies Due (Special)--Reserve Fund	13,750.00
Levies Due--Reserve Fund	17,000.00
<i>Total revenue</i>	<u>30,750.00</u>

**Less expenses**

Maint Bldg--High Pressure Cleaning	550.00
Maint Bldg--Linemarking	500.00
Maint Bldg--Roof	27,900.00
Maint Bldg--Soakwell Works	5,800.00
Maint Bldg--Window Works	23,750.00
<i>Total expenses</i>	<u>58,500.00</u>

**Surplus/Deficit**(27,750.00)

Opening balance

28,361.13

**Closing balance**\$611.13

Total units of entitlement

1000

Levy contribution per unit entitlement

\$17.00

# Notice of Levies Due in August 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

Issued 01/07/2025 on behalf of:  
Reprinted 25/07/2025 on behalf of:  
The Owners of Strata Scheme 27587  
ABN 44734496413  
BELLARANGA  
93 Stirling Highway  
NEDLANDS WA 6009  
for Lot 8 Unit 8  
Kyra & Zak

Kyra & Zak  
8/93 Stirling Highway  
Nedlands WA 6009

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01/08/2025	Strata levy for period 1/8/25 to 31/10/25	875.00	531.25	1,406.25
21/08/2025	1st Installment - special levy raised at EGM 24/7/25	0.00	572.95	572.95
Total levies due in month		875.00	1,104.20	1,979.20

Total of this levy notice	1,979.20
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices*	172.42
Subtotal of amount due	2,151.62
Prepaid	1,406.25
Total amount due	\$745.37

\* Includes all invoices due up to 31/08/2025

Late Payment: Section 100 of the Strata Titles Act 1985 provides for interest on unpaid levies to be charged at 11.00% p.a.

Cheques should be made payable to 'All Strata Management Services Trust Account'

Levy Payment due 21/08/2025

AMENDED INVOICE TO INCLUDE SPECIAL LEVY RAISED AT EGM 24/7/24

PAYMENTS MADE OVER THE PHONE/IN PERSON USING A MASTERCARD OR VISA CREDIT/DEBIT CARD WILL ATTRACT A FEE OF 0.750%. MASTERCARD AND VISA PREMIER CARDS ATTRACT A FEE OF 1.5%  
PLEASE CONTACT OUR OFFICE IF YOU WOULD LIKE LOG IN DETAILS FOR THE CLIENT PORTAL ON OUR WEBSITE.

Australia and New Zealand  
Banking Group Limited  
Mt Lawley



Billers Code: 221556  
Ref: 4708 4

Telephone and Internet Banking - BPAY®  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)



Amount Due

\$745.37

Due Date

21/08/2025

Kyra & Zak  
Strata Scheme 27587, Lot 8, Unit 8

Post this payment slip with your cheque to:  
All Strata Management Services  
PO Box 511  
Mt Lawley WA 6929



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	WRSC22007232
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <u>SCI034-Policy-RS-PPW-02/2021</u> Supplementary Product Disclosure Statement <u>SCIA-036_SPDS_RSC-10/2021</u>
THE INSURED SITUATION	The Owners of Bellaranga Strata Plan 27587 93 Stirling Highway, Nedlands, WA, 6009
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 12/01/2025 Expiry Date: 4:00pm on 12/01/2026
INTERMEDIARY	All Strata Management Services
ADDRESS	PO Box 511, Mt Lawley, WA, 6929
DATE OF ISSUE	18/12/2024

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,981,000
		Common Area Contents	\$29,810
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$447,150
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$894,300
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# Strata Maintenance Report

➔ 93 Stirling Hwy, Nedlands



## 93 Stirling Hwy, Nedlands

**Client Name** : All Strata  
**Report Number** : 9321  
**Inspection Date** : 16<sup>th</sup> January 2020  
**Occupied** : Yes  
**Weather Conditions** : Cloudy  
**Inspected by** : Andrew Booth BE (Civil)  
MAIB MIEAust  
Registered Builder 9179

### SUMMARY

In consideration of the property having the following issues, the property did have the following major defects:

1. The balustrades of the stairs on the west side of the building do not comply with the height requirements of the Building Code of the day that the stairs were concreted, and are recommended to be replaced, and
2. The balustrade of the balcony platform and associated stair do not prevent falls from items passing through the balustrade, and
3. The roof cover above Lots 5 and 6 has been recently replaced with poor workmanship to the sarking, flashings and roof tiling requiring replacement.

The buildings were otherwise generally in the condition expected in buildings of this age and type of construction. They appear to have had some maintenance.

## PREAMBLE

This inspection and report has been carried out to provide information to the Client regarding the state and condition of the property as viewed on the day.

The report is not intended to capture maintenance items of a day-to-day nature such as replacement of light globes or to budget for the replacement of capital items such as the building structure (such as roof frame, external walls). The report is to document maintenance requirements for the capital items over the next 5-10 years.

This report has been written for the exclusive use of the Owners and the Strata Manager.

The report is intended to be read in its entirety, including this Preamble.

The inspector may not report all defects, as those considered minor or a normal occurrence in a property of this age and type of construction or the result of general wear and tear will not be detailed. The report is intended to highlight concerns of a major nature or unusual for the age of the property.

Inspection has been carried out generally in accordance with Australian Standard 4349.2-2018 Inspection of buildings. Words used in this report shall have the same meaning as definitions provided for in the Standard. Wording in this report in parentheses has been taken from this Australian Standard.

This report is not a 'certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the property in the future'.

The inspector has had no access to plans of the property, unless specifically mentioned in this report. The inspector cannot definitively identify unauthorised building work, or work in contravention of Building Permits.

### Expertise

The inspector is a registered builder. Any opinions given by this inspector are given with this experience and qualifications only. Advice on electrical systems and devices, plumbing, surveying, timber pests and legal matters should be sought separately by the client if appropriate.

### Access and Visibility

The inspection is a visual inspection only. The property has been viewed from vantage points which are reasonably accessible, without moving furnishings and without dismantling parts of the building. No scraping, gouging or other invasive procedures have been undertaken to perform the inspection.

The inspector will only access areas which he considers safe and reasonable to access.

The roof exterior has been inspected only with the aid of a 3.6metre ladder to allow positioning to give an unobstructed line of sight. If the roof is unsafe to walk on or access, it may not have been inspected.

The roof interior has been inspected only where safe to access and where visibility is not compromised by the physical size of the roof space, air-conditioning services or insulation.

The subfloor has been inspected where possible from vantage points and where clearance exceeding 400mm in height and 500mm in width exists. Access holes will not be cut by the inspector.

It is the responsibility of the Client to arrange right of entry, facilitate physical entry and to provide any special instructions regarding the inspection prior to inspection if appropriate.

The inspector has inspected items from this property only. Retaining walls below the level of this property may require a separate inspection to be arranged to allow access from neighbouring properties.



## DEFINITIONS

### 1. 'Not Structurally Sound'

A building or adjacent structure which is declared 'not structurally sound' has a defect visible at the time of inspection in a load-bearing member (foundation, footing, wall, column, wall frame, floor frame, ceiling frame, roof frame) which will worsen over time under normal building dead loads, live loads and wind loads, even if normally maintained.

If the defect is not rectified the structural defect will lead to a failure of the structural element affected and/or other structural elements around it and or cause a safety issue to the occupant or normal user of the building.

Examples of 'not structurally sound' defects which are commonly encountered are

- Lack of tie-down to a metal-roofed building built or re-roofed after 1978 which has had roof cover changed from tiles to metal or asbestos to metal.
- Severely undersized or overloaded structural members
- Severe termite damage to a structural element
- Compromised foundation materials
- Broken rafters or struts

### 2. 'Major defects'

"A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."

Examples of common Major Defects are:

- Structural defects
- Balcony and stair balustrade issues
- Stair riser and going non-compliance.
- Leaking showers if the building is newer than 2004.
- Ceilings in need of re-strapping if the building is built after 1990.
- Failed retaining walls
- Missing swimming pool barriers.

### 3. 'Minor defects'

"Minor defects are common to most properties and may include minor blemishes, corrosion, cracking, weathering, general deterioration, unevenness, and physical damage to materials and finishes, such as de-silvering of mirrors. It is expected that defects of this type would be rectified by the Purchaser as part of normal ongoing property maintenance."

### 4. Material Condition

ABBC Building Inspectors uses the following standardised building inspection industry categories to describe building material condition:

New	self-explanatory
Satisfactory	generally good condition
Fair	needs normal maintenance in the next 6-12 months
Average	needs normal maintenance now
Poor	needs replacement or major refurbishment

## GENERAL DESCRIPTION

The property was an 8-unit development facing approximately south on a sloping block of land. It was of brick and tile construction.

The front four apartments are estimated to be approximately 65 years old with the rear four apartments approximately 45 years old.

The buildings appeared to have extensions or renovations carried out since original construction of the building.

The property has had the following items added since construction of the building:  
Balcony enclosures to Apartments 1, 2, and 3

The following areas of the property were inaccessible –  
Eaves spaces  
Roof space generally  
Internals of apartments including the roof space

On visiting the site, all common areas were inspected. For a general assessment of the site and normal required maintenance items, please consult the accompanying spreadsheet.

Listed below are specific, unique or complex issues that require rectification:

## AREAS OF THE PROPERTY INSPECTED

### General Notes

1. Several Barge boards and fascia boards are showing significant weathering; cleaning them and re-painting is recommended to prevent further weathering.
2. The driveway and fences of the property are in good condition overall and do not require attention.
3. Where brickwork has been painted it should be re-painted in the next 12 months to improve overall presentation of the complex.
4. The balustrades in several locations are non-compliant with the BCA as they are 870mm high and the current minimum standard is 1000mm and so these balustrades need replacing.



*Low balustrade to southeast stair*

5. Not all stormwater pipes discharge into a disposal system; it should be confirmed that stormwater is not discharged to the west neighbour at the front car park.

#### **South Elevation (Front)**

1. The lintel to the upper left window on the south face of the property has started to corrode and will need replacing in the next 3 years.
2. The interface between the upper left window and the brickwork to its left-hand side is not sealed. It is estimated that this gap is 30mm in width or more and therefore is liable to have weather forcing its way into the wall cavity. A timber trim installation is recommended around the window to prevent any weather ingress through this gap.
3. The timber framing that has been used in the construction of the enclosed balconies has started to rot and will be losing its integrity. A temporary fix would be to clean the timber and re-paint it in the next 3 months to slow down the rotting. However, it is considered warranted to replace affected members over the next ten years.



### **East Elevation**

1. There is a small roof structure separate to the main roof that shelters the entry to units 3 and 4 that requires attention. The beam that sits on the lower east side of the roof is currently sagging quite noticeably and requires work to take the sag out of the roof and perimeter gutter. It is recommended to re-build this roof and reinstall the roof lining.



2. The PVC pipe installed to the outside of the enclosed balconies of units 3 and 4 is recommended to be painted to match the rest of the property.
3. The lintel to the lounge window of unit 4 enclosed balcony is showing signs of corrosion and should be cleaned and re-painted.

### **North Elevation**

1. The vent pipes are rusting heavily and should be replaced by PVC pipes in the next 6 months. These PVC pipes should be painted to match the rest of the pipes on the property.
2. Provision should be made to replace the sewer base that looks quite old and is probably nearing the end of its lifespan. Below ground condition could not be observed but it is likely that the sewer has significant wear to it.

### **West Elevation**

1. Unit 5 has removed their balustrade which is permissible as it is not a requirement to have a balustrade in this location.
2. The glass to the balustrade outside of unit 6 has cracked and is recommended to be replaced by the Owner or removed.
3. The tiling outside of units 5 and 6 has become loose and some tiles are missing that require replacement. Re-tiling these areas by the individual Owners is recommended.
4. The balustrade to the steel constructed balcony and stairs is not safe for children as the lattice work can be easily broken. It is recommended that the balustrade be replaced so that the restraints run vertically instead of horizontally and this would make the system safer as the gaps between members would be smaller and the balustrade would not be easily climbable.
5. The gaps between stairs appear to be large to be BCA compliant are also in need of fixing.
6. The cast iron stack is showing significant weathering but is still in serviceable condition. It is recommended that the stack be cleaned up and re-painted to prevent further weathering.
7. The PVC pipe near the south west corner has come away from the wall and needs re-fixing.

### **Roof Cover**

1. The recently-replaced roof cover to lots 5 and 6 has a number of defects which were outlined in the recent previous ABBC report 9283, including lack of anti-ponding boards, poor installation of sarking, poor installation of flashings between Lots 6 and 7, lack of fixing of roof tiles – it is recommended to lodge a Building Commission complaint to have the contractor return to site to address the issues.



*Poor flashings at junction Lot 6 to Lot 7*



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2. The roof cover of Lots 7 & 8 is in fair condition for age – re-coating of the roof cover to exclude moisture is recommended.



*Lot 7 & 8 roof cover looking towards new roof cover on Lots 5 & 6*

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3. Perimeter gutters, valley gutters and chimney flashings all require cleaning of leaves – especially at the southern end of the roof.







4. Another downpipe is recommended to be installed to the gutter above the courtyard west of Lot 6.
5. Sagging of the roof structure above the west side of Lot 8 was observed. It is recommended to inspect this roof space for a structural defect. Inspection of the roof by removing tiles was not possible, due to the sarking installed below the tile battens.

## SUMMARY

### Structural Defects:

The roof space of Lot 8 is recommended to be checked on the west side of the roof to determine if there are structural defects causing the extensive sag.

### Major Defects:

In consideration of the property having the following issues, the property did have the following major defects:

1. The balustrades of the stairs on the west side of the building do not comply with the height requirements of the Building Code of the day that the stairs were concreted, and are recommended to be replaced, and
2. The balustrade of the balcony platform and associated stair do not prevent falls from items passing through the balustrade, and
3. The roof cover above Lots 5 and 6 has been recently replaced with poor workmanship to the sarking, flashings and roof tiling requiring replacement.

### Minor defects:

The buildings were otherwise generally in the condition expected in buildings of this age and type of construction. They appear to have had some maintenance.

### Safety Items:

Balustrades to all stairs are either lower than required by Building Code or allow objects to pass through or allow climbing likely to cause serious falls.

### Recommendations or Maintenance:

#### Further inspections

Future timber pest inspections are recommended.

#### Maintenance

All buildings require ongoing maintenance. It is recommended to implement the following plan:

#### **Yearly maintenance**

Gutter cleaning twice a year  
Termite inspection  
Landscaping



**In 2020**

Maintain bargeboards and repaint  
Seal gap between brickwork and wall apartment 3 south window  
Re-build roof structure to front entry Apartments 3 and 4  
Paint drainpipes from front entry unit 3 and 4  
Paint cast-iron stack to rear of Apartments 1 and 3  
Re-fix PVC pipe to the wall southwest of Apartment 1 and 3  
Lodge Building Commission complaint regarding roof to Lots 7 and 8   
Install additional downpipe and soakwell to west courtyard  
Investigate structure to roof of Lot 8  
Repaint fascias and lintels  
Waterproof stairs, landings and balconies  
Paint west brick fence  
Clean stormwater drains

**In 2021**

Repaint front elevation brickwork

**In 2022**

Repaint eaves  
Repaint balcony soffits  
Repaint front doors

**In 2023**

Replace corroding lintels to apartments 3 and 4  
Replace rotted windows Apartment 3  
Replace corroded cast-iron plumbing  
Recoat roof tiles Lot 7 and 8

**In 2024**

Paint vent pipes to match brickwork

**In 2025**

Maintain driveway and carpark  
Replace balustrades  
Replace remaining cast-iron sewer throughout  
Provide for NBN cabling

**In 2026**

Normal yearly maintenance

**In 2027**

Normal yearly maintenance

**In 2028**

Replace front and back doors, door furniture and numbering to standard appearance

## **EXCLUSION OF ITEMS FROM INSPECTION**

As described in the Australian Standard 4349.1-2007:

“The inspector need not inspect or report on the following:

- (a) Footings below ground.
- (b) Concealed damp-proof course.
- (c) Electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems.
- (d) Concealed plumbing.
- (e) Adequacy of roof drainage as installed.
- (f) Gas fittings and fixtures.
- (g) Air-conditioning.
- (h) Automatic garage door mechanisms.
- (i) Swimming pools and associated filtration and similar equipment.
- (j) The operation of fireplaces and solid fuel heaters, including chimneys and flues.
- (k) Alarm systems.
- (l) Intercom systems.
- (m) Soft floor coverings.
- (n) Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems.
- (o) Paint coatings, except external protective coatings.
- (p) Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde).
- (q) Timber and metal framing sizes and adequacy.
- (r) Concealed tie-downs and bracing.
- (s) Timber pest activity.
- (t) Other mechanical or electrical equipment (such as gates, inclinators).
- (u) Soil conditions.
- (v) Control joints.
- (w) Sustainable development provisions.
- (x) Concealed framing-timbers or any areas concealed by wall linings/sidings.
- (y) Landscaping.
- (z) Rubbish.
- (aa) Floor cover.
- (bb) Furniture and accessories.
- (cc) Stored items.
- (dd) Insulation.
- (ee) Environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions).
- (ff) Energy efficiency.
- (gg) Lighting efficiency.”

## INSPECTION AGREEMENT

This agreement between the Client and ABBC Building Inspectors is to identify the purpose, scope and acceptance criteria for the report.

1. The purpose of the inspection is to provide advice to the Owners of a strata property regarding the condition of the property at the time of the inspection.
2. The inspection will comprise a visual assessment of the property to identify major defects, structural defects and safety issues with the property. The building will be compared with buildings previously inspected by the inspector of similar type and age of construction.
3. The inspector will attempt to inspect all accessible areas relevant to the buildings on the property – it is the responsibility of the Client to arrange right of entry and to facilitate physical entry to the property.
4. The Client acknowledges that there are likely be limitations to the ability of the inspector to inspect the property such as common types of restriction such as heights, narrow boundary clearances, thick vegetation, small roof or crawl space; limited access or limited vision will limit the capacity of the inspector to fully report on the condition of the property.
5. The Client acknowledges that the inspector can only inspect those areas which are reasonably visible and reasonably accessible. Building elements which are covered, shielded or otherwise inaccessible will not be inspected.
6. The inspector does not guarantee to inspect all items present on the day of inspection. If the item is not specifically described, it may not have been inspected.
7. Asbestos is a commonly-used building material in Australia and may be present in the property. This inspector makes no guarantee that any or all of the asbestos material present will be or can be identified in the report, even if specifically requested to do so.
8. Any dimensions given are approximate only. Descriptions of materials are broad descriptions for information only. There may be several different types of material present; only the most commonly seen may be described.
9. The inspector has limited recent trade price experience. Any cost estimates are approximate only. The Client is recommended to obtain trade quotations for any work which the Client deems necessary to be carried out.

10. The inspector is a registered builder. Any opinions given by this inspector are given with this experience and qualifications only. Advice on electrical systems and devices, plumbing, swimming pools, engineering works, surveying, timber pests and legal matters etc. should be sought separately by the client if appropriate.
11. The advice given by ABBC Building Inspectors in the report is given in good faith. No responsibility is accepted for any losses, direct or consequential, resulting from this advice. Liability is limited to the cost of the report.
12. The report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the building in the future.
13. If the report is proven not conform to the term and conditions described above to any substantial respect, ABBC Building Inspectors will not accept liability unless the Client notifies the Inspector within 60 days of the delivery of the report and the liability is limited to the cost of providing the inspection.
14. Payment for the report is the responsibility of the Client. All reports are to be paid for prior to supplying the report. The inspector will not accept any claims for delays in provision of the report due to delays in payment. Payment can be made at the time of booking or at the time of inspection.
15. This agreement will be the Agreement between the parties; if you do not agree to be bound by these terms and conditions, your objections to these conditions are to be lodged no later than 2 hours prior to the scheduled time of the inspection. The Client accepts the conditions of this agreement as soon as the inspector sets foot on the property to be inspected.