

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at 1F Norfolk Street (The Iceworks), Fremantle, WA, 6160 on Thursday, 07 August 2025, commencing at 05:00 PM.

Present:

Lot 1	Owner present (Zoom)
Lot 2	Proxy present (Zoom)
Lot 3	Proxy present
Lot 4	Proxy present
Lot 7	Owner present
Lot 8	Proxy present

Persons present as proxies for proprietors:

Lot 2	Proxy Name: _____
Lot 3	Proxy Name: _____
Lot 4	Proxy Name: _____
Lot 8	Proxy Name: _____

Persons present by invitation of the meeting:

- _____ – John Dethridge Strata Services

1. Preliminary Matters

Quorum:

- Registration of proprietors and proxy holders
- Verification of valid proxies received
- Verification of those eligible to vote and personally present

Appointment of Chairperson for the meeting:

Motion under notice:

That the Strata Manager be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

Announcement of those present by invitation and any apologies received

The conduct of this meeting will be subject to the Schedule of Standing Orders for Conduct of General Meetings as adopted by the Strata Company at the general meeting held on 26th of July 2022.

Passed by Simple Majority

Mover: _____, Secunder: _____

2. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 18th of July 2024 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

Passed by Simple Majority

Mover: _____, Secunder: _____

3. Acknowledgement of Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

Passed by Simple Majority

Mover: Timothy Whitfield, Seconded:

4. Statement of Accounts

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of May 2025, as attached to the notice of meeting, be adopted as presented.

Passed by Simple Majority

Mover: , Seconded:

5. Constitution of Council

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 4 owners.
2. The following lot proprietors were nominated and declared elected to the Council of Owners:
 - Lot 4
 - Lot 7
 - Lot 8
3. Appointment of Office Bearers – Chairperson, Secretary & Treasurer
 - Chairperson
 - Treasurer

Passed by Simple Majority

Mover: Seconded:

6. Insurance Obligations of the Strata Company

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer and/or broker.
2. The Strata Company resolve to provide informed consent in respect to commission paid by the insurer to John Dethridge Strata Services and/or the Strata Company's appointed insurance broker for services provided including but not limited to the placement, renewal, claims management, record keeping, negotiation and liaison with respect to the Strata Company's policy of insurance.
3. The Strata Company resolve to review the replacement value by utilising the services of a valuer/ quantity surveyor to assess the current replacement value of improvements. *Note - the last valuation was carried out in 2023 and came in at \$5,825,000.00.*
4. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors.
5. The Strata Company resolve to obtain alternative quotes for comparison prior to the renewal of the insurance policy and, if necessary, will engage a qualified insurance broker to source and provide multiple competitive quotes from reputable insurers.

Passed by Simple Majority

Mover: Seconded:

7. Routine Maintenance

Motion under notice:

That by Ordinary Resolution, the Strata Company instruct the Strata Manager to organise the following routine maintenance items:

1. Annual RCD servicing and a thermographic scan of the main switchboard
2. Termite inspection of common property. *Last termite inspection carried out in 2021.*
A reminder will be sent to owners stating that the termite inspection of their lot is the responsibility of lot owners and that the Strata Manager may coordinate lot inspections during the same visit as the common property inspection, with a possible discount.

Passed by Simple Majority

Mover: _____, Seconder: _____

8. Revision and Extension of the 10-Year Maintenance Plan¹⁰ for Anticipated Maintenance

Motion under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledges its obligations under the Strata Titles Act 1985, as detailed within the attached handout.
2. The Strata Company will commission a report from an appropriate consultant to meet the requirements of Section 100 (2B) of the Strata Titles Act 1985 (as amended) and Regulation 77 of the Strata Titles (General) Regulations 2019, revising the existing 10-year maintenance plan, now five years into its term, to reflect current and future maintenance requirements of the common property as defined in the strata plan, and extending the revised plan to cover a further 10-year period following its revision.
3. The report is to identify immediate and future maintenance requirements of the common property as defined on the strata plan together with the likely associated present and anticipated future remedial expenditure. Such report to be expressed in a Reserve/ Sinking Fund schedule that includes a forecast movement of ten years duration in respect to which ongoing levies of contribution to a reserve fund may be determined.

Passed by Simple Majority

Mover: _____, Seconder: _____

9. Proposed Budget and Levy Contributions

9.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$30,965.00 for the Administrative Fund and \$0.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 31st of May 2026.
2. The provisional budget of estimated expenditure totalling \$31,365.00 for the Administrative Fund and \$0.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the following financial year ending 31st of May 2027.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

Passed by Simple Majority

Mover: _____, Seconder: _____

9.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$7.00	01 Jun 2025	31 Aug 2025	\$7,000.00	01 Jun 2025
Already Issued	\$7.00	01 Sep 2025	30 Nov 2025	\$7,000.00	01 Sep 2025
To be Issued	\$8.00	01 Dec 2025	28 Feb 2026	\$8,000.00	01 Dec 2025
To be Issued	\$8.00	01 Mar 2026	31 May 2026	\$8,000.00	01 Mar 2026
Total	\$30.00	01 Jun 2025	31 May 2026	\$30,000.00	

2. The levy contributions will continue on a quarterly basis from 31st of May 2026 at the rate of \$8.00 per unit entitlement, to raise \$8,000.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Passed by Simple Majority

Mover: , Second: .

9.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$0.25	01 Jun 2025	31 Aug 2025	\$250.00	01 Jun 2025
Already Issued	\$0.25	01 Sep 2025	30 Nov 2025	\$250.00	01 Sep 2025
To be Issued	\$0.50	01 Dec 2025	28 Feb 2026	\$500.00	01 Dec 2025
To be Issued	\$0.50	01 Mar 2026	31 May 2026	\$500.00	01 Mar 2026
Total	\$1.50	01 Jun 2025	31 May 2026	\$1,500.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 31st of May 2026 at the rate of \$0.50 per unit entitlement, to raise \$500.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Passed by Simple Majority

Mover: Second: .

10. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the Council and/or the Strata Manager on instruction by the Council, be authorised pursuant to Section 118 of the Strata Titles Act 1985 to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Passed by Simple Majority

Mover:

Seconder:

11. Matters Without Notice for Discussion and Referral to the Council:

Note: Such matters only to be raised at the discretion of the Chair and with leave of the meeting.

The meeting closed at 06:45 PM.



John Dethridge Strata Services
JD Strata Pty Ltd (ABN: 22 653 198 040)
PO Box 687 Fremantle WA 6959
Phone: (08) 9335 5877
Email: info@jdstrata.com.au
www.jdstrata.com.au

Owner Ledger

Start Date: 01/10/2023
End Date: 31/10/2027
Owners: One only

The Owners of 63 Staton Road Strata Scheme
43173

63 Staton Road, EAST FREMANTLE WA 6158

Lot 3 Unit 3 NATALIE HARLOND

UE / AE: 102.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Reserve Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/12/2023	Quarterly	Quarterly Admin/Reserve Levy 01/12/2023 - 29/02/2024	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
2	01/03/2024	Quarterly	Quarterly Admin/Reserve Levy 01/03/2024 - 31/05/2024	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
3	31/05/2024	Once-off	Lot 3: Tuckpointing Limestone Wall	800.00	800.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	01/06/2024	Quarterly	Quarterly Admin/Reserve Levy 01/06/2024 - 31/08/2024	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
5	01/09/2024	Quarterly	Quarterly Admin/Reserve Levy 01/09/2024 - 30/11/2024	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
6	01/12/2024	Quarterly	Quarterly Admin/Reserve Levy 01/12/2024 - 28/02/2025	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
7	01/03/2025	Quarterly	Quarterly Admin/Reserve Levy 01/03/2025 - 31/05/2025	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
8	01/06/2025	Quarterly	Quarterly Admin/Reserve Levy 01/06/2025 - 31/08/2025	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
9	01/09/2025	Quarterly	Cancelled: Quarterly Admin/Reserve Levy	178.50	0.00	6.38	0.00	0.00	0.00%	Standard	Cancelled	None
10	01/09/2025	Quarterly	Quarterly Admin/Reserve Levy 01/09/2025 - 30/11/2025	714.00	714.00	25.50	25.50	0.00	0.00%	Standard	Normal	None
11	01/12/2025	Quarterly	Cancelled: Quarterly Admin/Reserve Levy	178.50	0.00	6.38	0.00	0.00	0.00%	Standard	Cancelled	None
12	01/12/2025	Quarterly	Quarterly Admin/Reserve Levy 01/12/2025 - 28/02/2026	816.00	0.00	51.00	0.00	0.00	0.00%	Standard	Normal	None
13	01/03/2026	Quarterly	Cancelled: Quarterly Admin/Reserve Levy	178.50	0.00	6.38	0.00	0.00	0.00%	Standard	Cancelled	None
14	01/03/2026	Quarterly	Quarterly Admin/Reserve Levy 01/03/2026 - 31/05/2026	816.00	0.00	51.00	0.00	0.00	0.00%	Standard	Normal	None
15	01/06/2026	Quarterly	Cancelled: Quarterly Admin/Reserve Levy	178.50	0.00	6.38	0.00	0.00	0.00%	Standard	Cancelled	None

43173

Lot 3 Unit 3 NATALIE HARLOND

UE / AE: 102.00 / 1,000.00

16	01/06/2026	Quarterly	Quarterly Admin/Reserve Levy 01/06/2026 - 31/08/2026	816.00	0.00	51.00	0.00	0.00	0.00%	Standard	Normal	None
----	------------	-----------	--	--------	------	-------	------	------	-------	----------	--------	------

Current position: Unallocated prepayments \$0.00 Levy arrears & owner invoices due \$0.00 Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Reserve Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
31/10/2023	99	Receipt	Banked		2,142.00	0.00	76.50	0.00	739.50	0.00	2,958.00		1, 2, 4
02/05/2024		Unalloc money allocation		Owner Invoices	739.50	0.00	0.00	0.00	(739.50)	0.00	0.00		3
10/05/2024	123	Receipt	Banked		60.50	0.00	0.00	0.00	739.50	0.00	800.00		3
01/08/2024		Unalloc money allocation		Levy Posting	714.00	0.00	25.50	0.00	(739.50)	0.00	0.00		5
04/11/2024	148	Receipt	Banked		2,142.00	0.00	76.50	0.00	739.50	0.00	2,958.00		6, 7, 8
18/07/2025		Unalloc money allocation		Levy Posting	713.98	0.00	25.52	0.00	(739.50)	0.00	0.00		9, 11, 13, 15
28/07/2025		Invoice cancellation		Cancel Levy Posting	(178.50)	0.00	(6.38)	0.00	184.88	0.00	0.00		9
28/07/2025		Invoice cancellation		Cancel Levy Posting	(178.50)	0.00	(6.38)	0.00	184.88	0.00	0.00		11
28/07/2025		Invoice cancellation		Cancel Levy Posting	(178.50)	0.00	(6.38)	0.00	184.88	0.00	0.00		13
28/07/2025		Invoice cancellation		Cancel Levy Posting	(178.48)	0.00	(6.38)	0.00	184.86	0.00	0.00		15
28/07/2025		Unalloc money allocation		Levy Posting	714.00	0.00	25.50	0.00	(739.50)	0.00	0.00		10



Balance Sheet

As at 09/10/2025

The Owners of 63 Staton Road Strata Scheme
43173

63 Staton Road, EAST FREMANTLE WA 6158

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	7,020.26
Owners Equity--Admin	13,416.71
	<u>20,436.97</u>
Reserve Fund	
Operating Surplus/Deficit--Sinking	500.47
Owners Equity--Sinking	3,524.42
	<u>4,024.89</u>
Net owners' funds	<u><u>\$24,461.86</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	19,580.25
Receivable--Levies--Admin	1,029.00
	<u>20,609.25</u>
Reserve Fund	
Cash at Bank--Reserve	3,998.89
Receivable--Levies--Sinking	36.76
	<u>4,035.65</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u><u>24,644.90</u></u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	172.28
	<u>172.28</u>
Reserve Fund	
Prepaid Levies--Sinking	10.76
	<u>10.76</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u><u>183.04</u></u>
Net assets	<u><u>\$24,461.86</u></u>



Income & Expenditure Statement for the financial year-to-date 01/06/2025 to 09/10/2025

The Owners of 63 Staton Road Strata Scheme
43173

63 Staton Road, EAST FREMANTLE WA 6158

Administrative Fund

Current period Annual budget

01/06/2025-09/10/2025 01/06/2025-31/05/2026

Revenue

Interest on Arrears--Admin	13.12	0.00
Levies Due--Admin	14,000.00	30,000.00
Total revenue	14,013.12	30,000.00

Less expenses

Admin--Accountant Fees	220.00	180.00
Admin--Agent Disburst--Email Correspondence	285.39	450.00
Admin--Agent Disburst--Maintenance Orders	172.88	200.00
Admin--Agent Disburst--Meeting Fees	400.79	400.00
Admin--Agent Disburst--Photocopying	0.00	15.00
Admin--Agent Disburst--Postage&Petties	49.26	50.00
Admin--Agent Disburst--Preparation	1,641.43	1,300.00
Admin--Agent Disburst--Software Licence Fee	106.24	220.00
Admin--Agent Disburst--Telephone Calls	83.35	200.00
Admin--Debt Collection	5.50	0.00
Admin--Management Fees--Standard	1,516.69	2,300.00
Insurance--Excesses	0.00	1,000.00
Insurance--Premiums	0.00	13,500.00
Insurance--Valuation	0.00	500.00
Maint Bldg--10 Year Maintenance Plan	0.00	1,000.00
Maint Bldg--Electrical	0.00	600.00
Maint Bldg--General Maintenance	0.00	1,000.00
Maint Bldg--Pest/Vermin Control	0.00	500.00
Maint Bldg--Plumbing & Drainage	0.00	600.00
Maint Grounds--Driveway & Paths	1,089.00	0.00
Maint Grounds--Irrigation Systems	0.00	250.00
Maint Grounds--Lawns & Gardening	1,347.50	6,000.00
Utility--Electricity	74.83	700.00
Total expenses	6,992.86	30,965.00

Surplus/Deficit	7,020.26	(965.00)
-----------------	----------	----------

Opening balance	13,416.71	13,416.71
-----------------	-----------	-----------

Administrative Fund

	Current period	Annual budget
	01/06/2025-09/10/2025	01/06/2025-31/05/2026
Closing balance	\$20,436.97	\$12,451.71

Reserve Fund

Current period Annual budget

01/06/2025-09/10/2025 01/06/2025-31/05/2026

Revenue

Interest on Arrears--Sinking

0.47

0.00

Levies Due--Sinking

500.00

1,500.00

Total revenue

500.47

1,500.00

Less expenses

Total expenses

0.00

0.00

Surplus/Deficit

500.47

1,500.00

Opening balance

3,524.42

3,524.42

Closing balance

\$4,024.89

\$5,024.42



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

SB

Scheme By-laws – First Consolidation

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **43173**

The Owners of¹ **63 STATON ROAD EAST FREMANTLE (strata scheme 43173)** (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 **27/10/2020** and closed on **24/11/2020** (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.

16. Control and preservation of essence and theme of the development under the scheme

- (1) The development under the scheme is a residential development in "Fremantle Style", with rendered and painted walls, corrugated iron painted roofs, limestone and wrought-iron fences, and matching pergolas, balustrades and other trimmings.
- (2) In order to preserve the essence and theme of the development, each owner must:
 - (a) at intervals not exceeding 10 years from the date of registration of the scheme paint or cause to be painted all external surfaces of their lot previously painted to a proper and professional standard and with such preparation and coats as may be necessary to meet that standard and in colours matching as near practicable the existing painted surfaces in the development; and

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.

- (b) repair, restore and where necessary renew or replace to a proper and professional standard all damaged parts of the rendered walls and limestone and wrought-iron fences and the guttering, down pipes and roof of their lot and any pergolas, balustrades and other trimmings of their lot visible from outside the lot within 3 months of written demand by the strata council;
 - (c) ensure that all external fittings to their lot are not inconsistent with the essence and theme of the development and remove any such fittings reasonably considered by the strata council not to comply with this provision upon written demand by the strata council.
- (3) The strata company must offer to provide to owners pursuant to section 116(1)(g) of the Act the service of effecting the works referred to sub-by-law (2)(a) at the cost of the owners, or so many of them as may avail themselves of the offer, on such terms as the strata council reasonably determines.

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

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

Note: References to sections in Governance by-laws 1, 3 to 10 and in Conduct by-laws 1 to 4 and 6 to 16 are references to sections of the *Strata Titles Act 1985 (WA)* as it was prior to the commencement of *Strata Titles Amendment Act 2018 (WA)*.

Governance By-Laws

Index

1. Duties of proprietor, occupiers etc.....	4
[2. <i>deleted</i>].....	4
3. Power of strata company regarding submeters	4
4. Constitution of the council	5
5. Election of council.....	6
6. Chairman, secretary and treasurer of council	7
7. Chairman, secretary and treasurer of strata company	7
8. Meetings of council	8
9. Powers and duties of secretary of strata company	8
10. Powers and duties of treasurer of strata company	9
[11. <i>deleted</i>].....	9
[12. <i>deleted</i>].....	9
[13. <i>deleted</i>].....	9
[14. <i>deleted</i>].....	9
[15. <i>deleted</i>].....	9
16. Control and preservation of essence and theme of the development under the scheme.....	9

1. Duties of proprietor, occupiers etc.

(1) A proprietor shall —

- (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
- (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) A proprietor shall —

- (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
- (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

(2) *Deleted*

[2. *deleted*]

3. Power of strata company regarding submeters

- (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-bylaw (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.
- (2) The strata company shall lodge every sum received under this by-law to the credit of an interest-bearing account with an ADI (authorised deposit-taking institution) as defined in section 5 of the *Banking Act 1959* of the Commonwealth and all interest accruing in respect of amounts so received shall, subject to this by-law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

4. Constitution of the council

- (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council —
 - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot; or
 - (b) upon receipt by the strata company of notice in writing of his 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 he is not elected or re-elected; or
 - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
 - (e) where he is removed from office under sub-by-law (8).
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-by-law (8), the strata company may resolve that the

casual vacancy shall be filled by the strata company at a general meeting.

- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

5. Election of council

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

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

of the proprietor or first mortgagee; and

- (c) signing the ballot-paper; and
- (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub-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 of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-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 shall be decided by a show of hands of those present and entitled to vote.

6. Chairman, secretary and treasurer of council

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

7. Chairman, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.

- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which he was appointed to act.

8. Meetings of council

- (1) At meetings of the council, all matters shall 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 shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;
 - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- (4) A proprietor or individual may be appointed under sub-bylaw (3) whether or not he is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- (6) The council shall keep minutes of its proceedings.

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 section 43(1)(a) and (b) of the Act; 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 sections 49 and 103 of the Act 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 proprietors of any contributions levied pursuant to the Act;
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
- (c) the preparation of any certificate applied for under section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

[11. deleted]

[12. deleted]

[13. deleted]

[14. deleted]

[15. deleted]

16. Control and preservation of essence and theme of the development under the scheme

- (1) The development under the scheme is a residential development in "Fremantle Style", with rendered and painted walls, corrugated iron painted roofs, limestone and wrought-iron fences, and matching pergolas, balustrades and other trimmings.
- (2) In order to preserve the essence and theme of the development, each owner must:
 - (a) at intervals not exceeding 10 years from the date of registration of the scheme paint or cause to be painted all external surfaces of their lot previously painted to a proper and professional standard and with such preparation and coats as may be necessary to meet that standard and in colours matching as near practicable the existing painted surfaces in the development; and
 - (b) repair, restore and where necessary renew or replace to a proper and professional standard all damaged parts of the rendered walls and limestone and wrought-iron fences and the guttering, down pipes and roof of their lot and any pergolas, balustrades and other trimmings of their lot visible from outside the lot within 3 months of written demand by the strata council;
 - (c) ensure that all external fittings to their lot are not inconsistent with the essence and theme of the development and remove any such fittings reasonably considered by the strata council not to comply with this provision upon written demand by the strata council.
- (3) The strata company must offer to provide to owners pursuant to section 116(1)(g) of the Act the service of effecting the works referred to sub-by-law (2)(a) at the cost of the owners, or so many of them as may avail themselves of the offer, on such terms as the strata council reasonably determines.



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

Conduct By-Laws

Index

1. Vehicles	11
2. Obstruction of common property	11
3. Damage to lawns etc. on common property	11
4. Behaviour of proprietors and occupiers	11
[5. deleted].....	11
6. Depositing rubbish etc. on common property	11
7. Drying of laundry items	11
8. Storage of inflammable liquids etc.....	11
9. Moving furniture etc. on or through common property	12
10. Floor coverings	12
11. Garbage disposal.....	12
12. Additional duties of proprietors, occupiers etc	12
13. Notice of alteration to lot.....	12
14. Appearance of lot	12
15. Use of common property	12
16. Power to decorate	13

Page 10 of 18 32

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.

1. Vehicles

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

2. Obstruction of common property

A proprietor, occupier, or other resident of a lot shall 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, a proprietor, occupier, or other resident of a lot shall not —

- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- (b) use any portion of the common property for his/her own purposes as a garden.

4. Behaviour of proprietors and occupiers

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

[5. *deleted*]

6. Depositing rubbish etc. on common property

A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another proprietor, occupier or resident or of any person lawfully using the common property.

7. Drying of laundry items

A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company —

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

8. Storage of inflammable liquids etc.

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

9. Moving furniture etc. on or through common property

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

10. Floor coverings

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

11. Garbage disposal

A proprietor or occupier of a lot —

- (a) shall maintain within his 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 the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

12. Additional duties of proprietors, occupiers etc.

A proprietor, occupier or other resident shall not —

- (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about any lot or common property; or
- (c) subject to section 42(15) of the Act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

13. Notice of alteration to lot

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

14. Appearance of lot

A proprietor, occupier or other resident of a lot shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

15. Use of common property

A proprietor, occupier or other resident of a lot shall —

Page 12 of 18 32

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.

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
- (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

16. Power of proprietor to decorate etc.

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



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

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Page ¹⁵ 1 of ~~14~~ 32

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

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Page ¹⁶ 7 of 14 32

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: 43173

Governance By-Laws

Index

1. Duties of owner.....	4
[2. <i>deleted by Strata Titles Amendment Act 2018</i>]	4
3. Power of strata company regarding submitters	4
4. Constitution of the council	4
5. Election of council at general meeting.....	6
6. Chairperson, secretary and treasurer of council	7
7. Chairperson, secretary and treasurer of strata company.....	8
8. Meetings of council	8
9. Powers and duties of secretary of strata company.....	8
10. Powers and duties of treasurer of strata company	9
[11. <i>Deleted by Strata Titles Amendment Act 2018</i>]	9
[12. <i>Deleted by Strata Titles Amendment Act 2018</i>]	Error! Bookmark not defined.
[13. <i>Deleted by Strata Titles Amendment Act 2018</i>]	Error! Bookmark not defined.
[14. <i>Deleted by Strata Titles Amendment Act 2018</i>]	Error! Bookmark not defined.
[15. <i>Deleted by Strata Titles Amendment Act 2018</i>]	Error! Bookmark not defined.
16. Control and preservation of essence and theme of the development under the scheme	9

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 Strata Titles Amendment Act 2018]

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 other occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that 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.

4. Constitution of the 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 shall be 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 where 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 by Strata Titles Amendment Act 2018.*
- (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 by Strata Titles Amendment Act 2018.*
- (8) Except if the council consists of all the owners, 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 his office as a member of the council —
 - (a) if the member dies or ceases to be an owner or a 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.
- (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) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall —
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of which the person entitled to vote for use as a ballot-paper.
- (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-paper; 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;
 - (b) receipt by the strata company of a written notice of the person's resignation from that office; or
 - (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.

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 shall 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, 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

- (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;
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
- (c) the preparation of any certificate applied for under the Strata Titles Act 1985 section 110; and
- (d) the keeping of the books 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.

[11 – 15]. Deleted by Strata Titles Amendment Act 2018]

16. Control and preservation of essence and theme of the development under the scheme

- (1) The development under the scheme is a residential development in "Fremantle Style", with rendered and painted walls, corrugated iron painted roofs, limestone and wrought-iron fences, and matching pergolas, balustrades and other trimmings.
- (2) In order to preserve the essence and theme of the development, each owner must:
 - (a) at intervals not exceeding 10 years from the date of registration of the scheme paint or cause to be painted all external surfaces of their lot previously painted to a proper and professional standard and with such preparation and coats as may be necessary to meet that standard and in colours matching as near practicable the existing painted surfaces in the development; and
 - (b) repair, restore and where necessary renew or replace to a proper and professional standard all damaged parts of the rendered walls and limestone and wrought-iron fences and the guttering, down pipes and roof of their lot and any pergolas, balustrades and other trimmings of their lot visible from outside the lot within 3 months of written demand by the strata council;
 - (c) ensure that all external fittings to their lot are not inconsistent with the essence and theme of the development and remove any such fittings reasonably considered by the strata council not to comply with this provision upon written demand by the strata council.
- (3) The strata company must offer to provide to owners pursuant to section 116(1)(g) of the Act the service of effecting the works referred to sub-bylaw (2)(a) at the cost of the owners, or so many of them as may avail themselves of the offer, on such terms as the strata council reasonably determines.

Conduct By-Laws

Index

1. Vehicles and parking.....	11
2. Use of common property	11
3. Damage to lawns etc. on common property	11
4. Behaviour of owners and occupiers	11
5. <i>[Deleted by Strata Titles Amendment Act 2018]</i>	11
6. Depositing rubbish etc. on common property.....	11
7. Drying of laundry items and signage	11
8. Storage of inflammable liquids etc.....	12
9. Moving furniture etc., on or through common property	12
10. Floor coverings.....	12
11. Garbage disposal	12
12. Additional duties of owners and occupiers	12
13. Notice of alteration to lot	13
14. Appearance of lot	13
15. Decoration of, and affixing items to, inner surface of lot	13

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 their visitors; and
- (b) not use the lot or permit 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 Strata Titles Amendment Act 2018]*

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, receptacles for garbage;
- (b) comply with all local laws relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the 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.



OFFICE USE ONLY

SB Scheme By-laws – First Consolidation

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Page ²⁸14 of ~~14~~ 32

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 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.

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 6 – Execution

Date of Execution: _____

1. Common Seal

The common seal of the Owners of⁷

**63 STATON ROAD EAST FREMANTLE (strata
scheme 43173)**

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:

Signature

Signature

Full Name

Full Name

Delegation⁸

Delegation⁸

Lot Number

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 **63 STATON ROAD EAST FREMANTLE (strata scheme 43173)** 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.



OFFICE USE ONLY

O593254 SB

21 Dec 2020 08:30:00 Midland



SB Scheme By-laws – First Consolidation

Lodged by:¹³ John Dethridge Strata Services
Address: PO Box 687 Fremantle WA 6959
Phone Number: 08 9335 5877
Fax Number: 08 9335 6055
Reference Number: 43173
Issuing Box Number: 9996

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

Prepared by: _____
Address: 144/580 Hay Street
PERTH WA 6000
Phone Number: (08) 9221 7033
Fax Number: (08) 9221 7055
Reference Number: AWS: 10624

Titles, Leases, Evidence, Declarations etc. lodged
herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹³ Lodging Party Name may differ from Applicant Name.

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.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O593254] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/4/2021 15:47:04

see letter dated 15/4/2021 from from John Dethridge Strata Services to provide execution dating 18/12/2020 missing at part 6 of this document.

15/4/2021 16:01:22

please letter from 1/4/2021 From Atkinson legal authoring th following amendments

- 1.add the New Part 3 Pages to the Dealing.
2. renumber all pages in Part 3 of the Dealing, if required; and
3. strike through the existing pages 3 to 13 of Part 3 in the Dealing

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: 43173
Our Ref: O593254
Enquiries:
Telephone: 9273 7863
Facsimile: 9273 7633

12 January 2021

JOHN DETHRIDGE STRATA SERVICES
3 NORFOLK STREET
FREMANTLE WA 6160
AU

Facsimile: 93356055
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
O593254	The following issues have been identified with your document: It appears you have made additions to conduct by-laws, but you have not completed the following statement. This appears to have been deleted from form your document ☒ and / ☐ or 2 By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months from closing date) the ☐ additions/ ☐ amendments/ ☐ repeal2 to the Conduct by-laws were made as detailed here. [Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]	0

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above and/or refer to Landgate's Land Titles Registration Policy and Procedure Guides.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment .

	The new by-law being created is required to shown under the above heading It appears that only standard by-laws existed for this strata plan 43173 at time of lodging this first consolidation, however you appear to added new by-law 15 as use of common property which should be by-law 16 as standard by-laws only go by-law 15 which is Power of proprietor to decorate etc. this will require the by-law numbers to be amended in consolidated version of by-laws. This will also be needed to be amended in your index Part 3 Consolidated By-law of Scheme Number is missing A letter is required to fix this document and must be signed by 2 members of council for the owner of 63 Staton Road East Fremantle Strat Scheme 43173.	
--	---	--

Requisition Sub Total \$	0
Additional Fee \$	0
TOTAL FEE Payable \$	0

Sincerely,



REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above and/or refer to Landgate's Land Titles Registration Policy and Procedure Guides.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment .

PAYMENT OPTIONS

BY CREDIT CARD: Any credit card payments to be made to our customer services team on 92737373

IN PERSON: Landgate, 1 Midland Square, Midland.
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: PO Box 2222, Midland WA 6936 or DX 88
(Cheques or money orders to be made payable to Landgate.)

BY FAX: 9273 7633

DEALING NO: 0593254

CONTACT PERSON: Jenny Fantoni

YOUR REFERENCE: 43173

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX)

EBIS Account Number

--	--	--	--

--	--	--	--

Western Australian Land Information
Authority Office Use Only

Order No: _____

EBIS Company Name:

Amount: **Fax Requisition Fee \$** _____ **Additional Fees \$** _____ **Total \$** _____

**I hereby authorise the Western Australian Land Information
Authority to debit the above EBIS account:**

.....
(Signature of person authorising payment)

Name of person authorising payment:

.....
(Please Print Name)

Contact Phone No:

.....



our ref: AWS:10624
your ref: JF:DR: Dealing O593254

15 January 2021

Registrar of Titles
Landgate
Attn:
1 Midland Square
MIDLAND WA 6056

by fax to: 9273 7633

Dear

Dealing No 0593254: The Owners of 63 Staton Road, East Fremantle (strata scheme 43173): Scheme by-laws - First Consolidation

I refer to the above, your requisition issued 12 January 2021 and my conversations with yourself and _____ today and confirm we prepared the above First Consolidation and have instructions to put the following submissions (as invited by _____) on behalf of the strata company.

1. As discussed, the intent of this document was to record the adoption of an “essence or theme” by-law as governance by-law 16. As required by the *Strata Titles Act 1985* as amended with effect from 1 May 2020 (**amended Act**) this necessitated the consolidation of the pre-existing by-laws plus this adopted by-law¹. The intent was not to change the pre-existing by-laws.
2. I understand you have taken the view where the scheme by-laws immediately prior to commencement of the amended Act are the “default” schedule 1 and schedule 2 by-laws in the pre-1 May 2020 Act, those by-laws are replaced *automatically* by the governance and conduct by-laws in schedules 1 and 2 of the amended Act. In consequence, you consider the consolidation in Part 3 of the document should contain those governance and conduct by-laws, plus the recently adopted “essence or theme” by-law.
3. I note reference to such “automatic” replacement of the old ‘default’ by-laws with the new governance and conduct by-laws in the Guide to consolidating by-laws (“**Guide**”, accessible through a link from **STR-07** paragraph 2.1) in scenario 1 and 2 (paragraph 1.3.1).
4. The Guide refers (at paragraph 1.6 on page 8) to 3 changes introduced by the strata reforms that do not require a vote. This is because (as the Guide indicates at paragraph 1.5 on page 7) of regulation 180(3) of the *Strata Titles General Regulations 2019*.
5. The last of the “3 changes” are those sent out in the Guide under the heading “**3. The strata reforms changed the default by-laws**” (on page 12). Under this heading is the following statement:

¹ See Regulation 180(1) of the *Strata Titles General Regulations 2019*.

Liability limited by a scheme approved under Professional Standards Legislation

144 / 580 Hay Street, Perth WA 6000
Tel: (08) 9221 7033 Fax: (08) 9221 7055 E-mail: mail@utkinsonlegal.com.au
www.utkinsonlegal.com.au

MASSACHUSETTS DEPARTMENT OF REVENUE
 800 TAX 1234 • 617-725-7300 • www.mass.gov/tax

"As previously mentioned, if a strata company is just using the default by-laws, they don't need to consolidate because these changes were made to the legislation."

6. The Guide does not indicate where in the legislation these changes are made. However, the list of changes following refer to:
 - schedule 1 by-laws 1(1)(2) and schedule 1 by-law (2) as by-laws "which can be moved" because they are conduct by-laws, and
 - 6 by-laws which "can be removed", starting with schedule 1 by-law 11 and ending with schedule 2 by-law 5.
7. The by-laws which "can be removed" are precisely those identified in the transitional provisions in schedule 5 clause 4(2) of the amended Act as "taken to be repealed". In short, it is this provision which effects the change.
8. The legislative authority to "move" schedule 1 by-law 1(2) and schedule 1 by-law 2 is the preceding sub-clause, that is schedule 5 clause 4(1).
9. This sub-clause reads as follows:
 - (1) The *by-laws* (including any management statement) of a strata company as in force immediately before commencement day *continue in force, subject to this Act*, as scheme by-laws and as *if they had been made* as governance by-laws or as conduct by-laws *according to the classification* into which they would fall if they had been made on the commencement day (emphasis added).
10. In relation to this provision we note the following:
 - (a) "The by-laws" refers to the by-laws in force immediately before the commencement day (i.e.: 1 May 2020);
 - (b) There *were* by-laws then in force – the "default" by-laws in schedules 1 and 2 of the unamended Act;
 - (c) The reference to the management statement is inclusive, and in our view intended to make clear that **all** by-laws (whether "default", contained in a management statement or in a (form 21) Notification), are covered by this provision and protected by it;
 - (d) The reference to "subject to this Act", is in our view a reference to the following sub-clauses of clause 4, which make specific changes to what would, absent those words, be the continuing by-laws – the repeal of the 6 by-laws referred to in sub-clause 4(2) being an obvious example;
 - (e) The reference to "classification" in clause 4(1) *requires* identifying what were schedule 1 by-law 1(2) and schedule 1 by-law 2 as conduct by-laws – which we have endeavoured to do as conduct by-laws 15 and 16 respectively in the document.
 - (f) This specific provision must be preferred, as a matter of construction, to any more general provision.
11. That the provisions of schedule 5 clause 4 (and particularly sub-clauses 4(1) and 4(2)) are the relevant provisions to be taken into account in preparing the document is reinforced by the express reference to them in regulation 180(1) of the *Strata Titles General Regulations 2019*.

12. As discussed, these transitional provisions are in marked contrast to those which applied when the *Strata Titles Amendment Act 1995* came into force – see sub-clause 12(2) of schedule 3 to the amended Act. There is nothing equivalent to paragraphs (a) and (b) of that sub-clause.

We would welcome the opportunity to discuss these matters with you (or members of the Strata Reform team).

Finally, we were not the lodging party. Nevertheless, I note the reference in the requisition to the failure to include the strata scheme number at the commencement of Part 3. This was inadvertent. Please advise whether a letter from the lodging party authorising the insertion of the scheme number would be sufficient to deal with this aspect.

Yours faithfully



Senior Lawyer



Commissioner of Titles Office

Your Ref: AWS10624
Our Ref: O593254/V0827
Enquiries:
Phone: 9273 7863

Atkinson Legal
Strata and Commercial Lawyers
144/580 Hay Street
PERTH WA 6000

By Email

Attention:

Dear

SCHEME BY-LAWS – FIRST CONSOLIDATION O593254 (Dealing) Strata Scheme 43173 (Scheme) - THE OWNERS OF 63 STATON ROAD, EAST FREMANTLE STRATA (strata scheme 43173) (Strata Company)

I refer to and thank you for your letter of 15 January 2021 (**Your Letter**) in response to our requisitions issued on 12 January 2021 (**Requisitions**) and subsequent telephone discussions with our New Titles Registration Officer.

You have provided us with your interpretation in Your Letter of relevant sections and regulations contained in the Strata Titles Act 1985 (**STA**) and Strata Titles (General) Regulations 2019 (**Regs**) and in our Guide to consolidating by-laws (**Guide**), in support of the Registrar registering the Dealing in its current form.

I have considered the contents of Your Letter, the relevant provisions of the STA and the Regs and our Guide. I have also consulted with Deputy Commissioner of Titles and members of our Strata Reform team with a view to providing you with a considered response to the matters that have been raised by you in Your Letter. Whilst I am a lawyer, this is not legal advice.

In Your Letter you have stated that: *“to record the adoption of any ‘essence of theme’ by-law as a governance by-law 16 necessitated the consolidation of the pre-existing by-laws plus the newly adopted by-law”* and further that: *“The intent was not to change the pre-existing by-laws.”*

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 landgate.wa.gov.au

Page 1 of 3

Commissioner of Titles Office
al67-21 Ltr to Atkinson Legal Scheme By-Laws First Consolidation Strata Scheme 43173.docx

Our interpretation

I confirm that it is our view that where the scheme by-laws immediately prior to commencement of the Strata Titles Amendment Act 2018 (**Amending Act**) were the adopted schedule 1 and 2 by-laws of a strata company (**Standard By-Laws**), the schedule 1 governance and schedule 2 conduct by-laws as contained in the Amending Act (**Default By-Laws**) automatically from 1 May 2020 become the by-laws of a strata scheme, except to the extent that there has been a repeal, addition or amendment to the Standard By-Laws, in which case those amended, added or repealed by-laws continue in full force and effect under the STA.

Reasons the Law and our Guide

1. The relevant section that supports the above proposition is section 39 of the STA which states:

“39. Scheme by-laws on registration

On registration of a strata titles scheme —

- (a) *subject to paragraph (b), the governance by-laws set out in Schedule 1 and the conduct by-laws set out in Schedule 2 are taken to be registered for the scheme; and*
 - (b) *if other scheme by-laws are registered for the scheme, the strata company is taken to have made those by-laws and the by-laws referred to in paragraph (a) are amended or repealed accordingly.”*
2. Further, our interpretation of “*subject to this Act*” in Schedule 5 clause 4(1) is broader than your interpretation ie. section 39 of the STA must be read as applying to Schedule 4 clause 4(1) resulting in the Default By-laws applying to schemes to which Standard By-Laws were adopted, except to the extent the Standard By-laws were added to, repealed or amended before 1 May 2020.
 3. At paragraph 1.3.1. of our Guide, four different scenarios are discussed. Scenario 1 is the same scenario as the Dealing prior the Strata Company's in ‘essence theme’ amendment, that is the Strata Company had no by-laws registered with the strata plan. In this case, as stated in our Guide in accordance with the law, the Default By-laws apply.
 4. Subsequently, scenario 3 under paragraph 4 on page 7 of our Guide also applies to the Dealing, that is the Strata Company is seeking to make a new ‘essence theme’ by-law, it triggers the requirement to consolidate.
 5. To clarify, it is our view that the consolidation is a consolidation of the Default By-laws and the new ‘essence theme’ by-law.

Further requisitions

As by way of further requisitions to enable registration of the Dealing, please provide new pages of Part 3 Consolidated By-laws of Scheme 43173 (**New Part 3 Pages**) (which is to include the Scheme number on page 3) to the Dealing. The New Part 3 Pages should set out the Default By-laws together with the new ‘essence theme’ by-law.

al67-21 Ltr to Atkinson Legal Scheme By-Laws First Consolidation Strata Scheme 43173.docx

Please also arrange for a member of the Council on behalf of the Strata Company or a solicitor on behalf of the Strata Company to authorise the Registrar of Titles by letter to:

1. add the New Part 3 Pages to the Dealing;
2. renumber all pages in Part 3 of the Dealing, if required; and
3. strike through the existing pages 3 to 13 of Part 3 in the Dealing.

If this requisition is not complied with within 21 days of the date of this letter, the Registrar of Titles may reject the Application without further notice, unless it is first withdrawn.

Please note that further requisitions may issue.

Yours sincerely,

SENIOR LEGAL COUNSEL

19 March 2021

Attention:
Landgate
PO BOX 2222
MIDLAND WA 6056



RE: The Owners of 63 Staton Road, East Fremantle Strata Scheme 43173
Dealing O593254 – Scheme Bylaws First Consolidation

Please be advised the council of owners for the above-mentioned strata company hereby confirm the date of execution for the lodgement of the approved form to be 18/12/2020.

Please amend accordingly.

Yours sincerely,

Strata Manager | John Dethridge Strata Services

For an on behalf of the council of owners for Strata Plan 43173.



our ref: LM:10624
your ref: O593254/V087

1 April 2021

Commissioner of Titles Office
Landgate
Attn
Senior Legal Counsel
1 Midland Square
MIDLAND WA 6056

Dear Ms

Dealing No O593254: The Owners of 63 Staton Road, East Fremantle (strata scheme 43173): Scheme by-laws - First Consolidation

We refer to your letter of 19 March 2021. For ease of reference, we have used the same defined terms that you have used in your letter.

We note that it is your view that the Default By-Laws as contained in the post 1 May 2020 *Strata Titles Act 1985* (WA) are the applicable by-laws for this scheme together with the new "essence theme" by-law. We respectfully disagree and confirm that it is our view that the Standard by-laws and the new "essence theme" by-law are the applicable by-laws for this scheme.

However, as specifically instructed by our client, we are providing to you the attached New Part 3 Pages (both in word and pdf format) which set out the scheme number, the Default By-laws and the new "essence theme" by-law. Please note that we have included two blank pages at the start of the document so that the indexes remain correct and to avoid the need to renumber any pages.

On behalf of the strata company, we authorise the Registrar of Titles to:

1. add the New Part 3 Pages to the Dealing;
2. renumber all pages in Part 3 of the Dealing, if required; and
3. strike through the existing pages 3 to 13 of Part 3 in the Dealing.

Please contact me if you require any further information.

Yours faithfully

Atkinson Legal

Lawyer

Att

Liability limited by a scheme approved under Professional Standards Legislation

144 / 580 Hay Street, Perth WA 6000
Tel (08) 9221 7033 Fax (08) 9221 7055 Email mail@atkinsonlegal.com.au
www.atkinsonlegal.com.au
M:\Strata\Agreements\OO 63 Staton Rd East Fremantle 10624\Correspondence\Landgate 02.docx
Swann 65 Pty Ltd atf Swann 65 Trust
ABN 46 172 430 056



Houspect Strata Report 10 Year Maintenance Plan

Appendix 1

The Strata Company for Strata Plan 43173 - 63 Staton Road EAST
FREMANTLE



Date of Inspection
Friday, 5 February 2021

Houspect Reference Number
70815 V2

Plan Start Date: Feb-2021

Plan End Date: Feb-2031

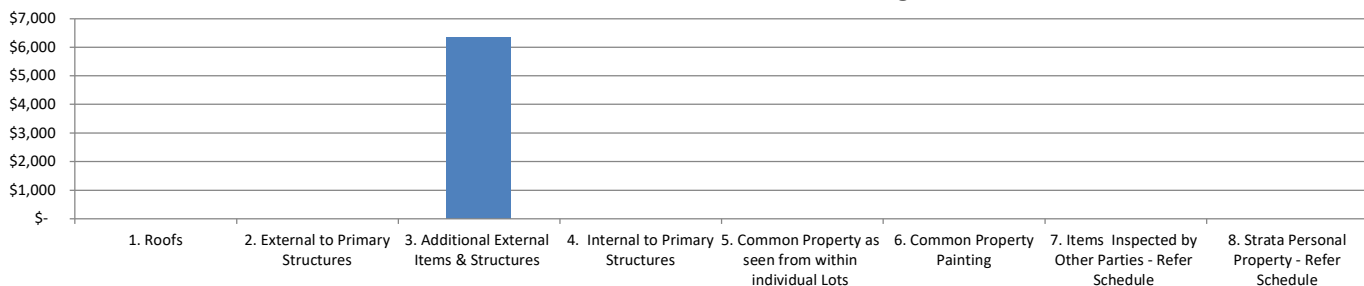
Plan Renewal Date: Feb-2026

Prepared by : Builder's Registration Number 11504

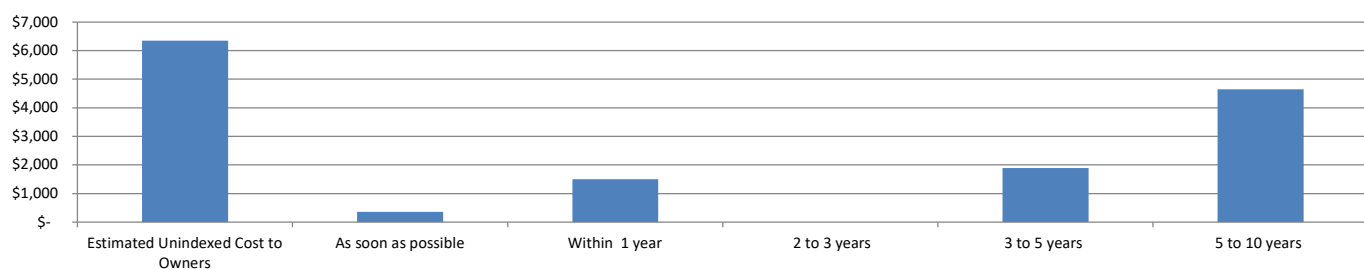
This 10 Year Plan Must Be Read in conjunction with the Building Inspection with the same Reference

	Schedule 1 - 10 Year Summary					
Strata Plan	The Strata Company for Strata Plan 43173					
Strata Address	63 Staton Road EAST FREMANTLE					
Plan Start Period	Feb-2021					
	10 Year Cost Summary					
Timeline for action	Estimated Unindexed Cost to Owners	As soon as possible	Within 1 year	2 to 3 years	3 to 5 years	5 to 10 years
Indexation Rate	6%					
Indexation Term/Years		0.0	0.0	2.5	4.0	7.5
Area						
1. Roofs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. External to Primary Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Additional External Items & Structures	\$ 6,350	\$ 350	\$ 1,500	\$ -	\$ 1,894	\$ 4,644
4. Internal to Primary Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Common Property as seen from within individual Lots	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Common Property Painting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Items Inspected by Other Parties - Refer Schedule	\$ -		\$ -	\$ -	\$ -	\$ -
8. Strata Personal Property - Refer Schedule	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Day Costs	\$ 6,350					
Indexed Costs	\$ 8,388	\$ 350	\$ 1,500	\$ -	\$ 1,894	\$ 4,644

Total Cost Estimates Based on Indexed Costings



Indicative 10 Estimated Costs



10 Year Plan Funding Summary

	Current Position	Recommended Position
Reserve Fund Balance	\$0	
Annual Reserve Fund Contributions	\$100	\$800
Annual Reserve Fund Indexation	0%	5%
Special Reserve Fund Extraordinary Levies		\$1,200

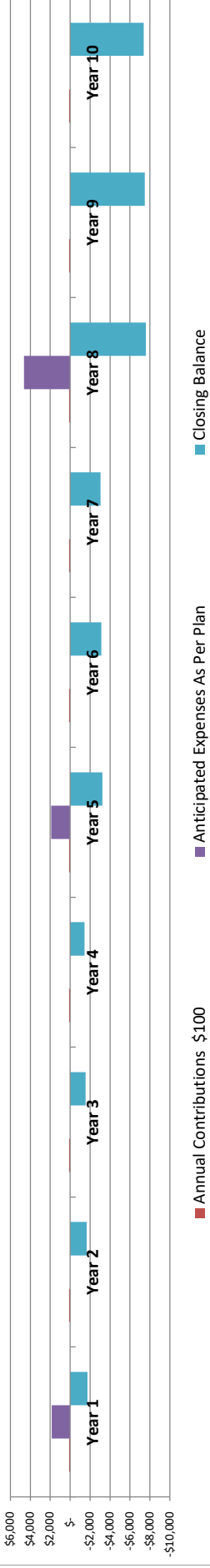
Strata Plan		The Strata Company for Strata Plan 43173					Schedule 2 - Detailed 10 Year Plan						
Strata Address		63 Staton Road EAST FREMANTLE											
Plan Start Period		Feb-2021											
Area	Date of Installation	Present Condition	Lifespan Post Works	Report Reference	Details of Work Required	Timeline for action	Estimated cost to Owners	As soon as possible	Within 1 year	2 to 3 years	3 to 5 years	5 to 10 years	
						Indexation Rate	6%						
						Indexation Term/Years		0.0	0.0	2.5	4.0	7.5	
1. Roofs													
Roof Cover (Regs)					Not Applicable								
Roof Cover (Regs)													
Roof Plumbing (Regs)													
Flashings (Regs)													
Gutters (Regs)													
Downpipes (Regs)													
Underside of Roof													
Contingency													
Contingency 3 - 5 years					Contingency Only	Within the next 3 to 5 years						\$0	
Contingency 5-10 years					Contingency Only	5 - 10 Years						\$0	
						Area Totals	\$0	\$0	\$0	\$0	\$0	\$0	
2. External to Primary Structures													
Walls					Not Applicable								
Walls (Regs)													
Lintels					Not Applicable								
Lintels													
External Doors					Not Applicable								
External Doors													
Windows					Not Applicable								
Window (Regs)													
Window Sills (Regs)													
External Ceilings					Not Applicable								
Ceilings (Regs)													
Fascia's and Bargeboards					Not Applicable								
Fascia's and Bargeboards													
Eaves													
External Floors					Not Applicable								
External Floors (Regs)													
Common Passages													
Common Balconies													
Stairs & Railings													
Footings /Foundations					Not Applicable								
Footings /Foundations (Regs)													
Other Items													
Other Items													

5. Common Property as seen from within individual Lots									
Roof Spaces									
Not Applicable									
Underside of Roof									
Roof Frame									
Party Wall									
Ceilings (above)									
Lot Internals									
Not Applicable									
Ceilings (below)									
Perimeter walls									
Floors									
External Doors									
External Windows									
Balconies, and balustrades (Rags)									
Contingency									
Contingency 3 - 5 years									
Contingency 5-10 years									
Area Totals									
6. Common Property Painting									
External Painting									
Not Applicable									
Internal Painting									
Not Applicable									
Area Totals									
7. Items Inspected by Other Parties - Refer Schedule									
Refer Attached Schedule									
Area Totals									
8. Strata Personal Property - Refer Schedule									
Refer Attached Schedule									
Area Totals									
Total Costs									
Total Cost with Indexation									
NB: The above are indexed costs									

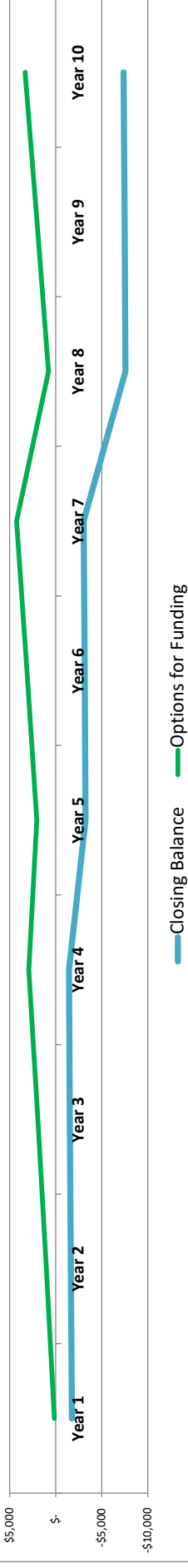
Schedule 5 - Forward Funding Projections	
The Strata Company for Strata Plan 43173	
63 Staton Road EAST FREMANTLE	
Friday, 5 February 2021	
Strata Plan	
Strata Address	
Date of Inspection	

Current Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Opening Current Reserve Fund Balance	\$ -	\$ 1,750	\$ 1,650	\$ 1,550	\$ 1,450	\$ 3,244	\$ 3,144	\$ 3,044	\$ 7,588	\$ 7,488
Annual Contributions	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Contribution Indexation	0%									
Anticipated Expenses As Per Plan	\$ 1,850	\$ 1,650	\$ 1,550	\$ 1,450	\$ 3,244	\$ 3,144	\$ 3,044	\$ 7,588	\$ 7,488	\$ 7,388
Closing Balance	\$ -	\$ 1,750	\$ 1,650	\$ 1,550	\$ 1,450	\$ 3,244	\$ 3,144	\$ 3,044	\$ 7,588	\$ 7,488

High Level Cash Inflow and Expense



Net Cash Balance As at Year End



Options for Funding	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Opening Current Reserve Fund Balance	\$ -	\$ 150	\$ 1,032	\$ 1,958	\$ 2,931	\$ 2,058	\$ 3,130	\$ 4,256	\$ 793	\$ 2,034
Current Annual Contributions	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Current Contribution Indexation	0%									
Increase in Annual Contributions	\$ 700	\$ 882	\$ 926	\$ 972	\$ 1,021	\$ 1,072	\$ 1,126	\$ 1,182	\$ 1,241	\$ 1,303
Revised Annual Contribution	\$ 800									
Revised Contribution Indexation	5%									
Extraordinary Levies	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Anticipated Expenses As Per Plan	\$ 1,850	\$ 1,850	\$ -	\$ -	\$ 1,894	\$ 1,894	\$ 4,256	\$ 4,644	\$ 2,034	\$ 3,337
Closing Balance	\$ 150	\$ 1,032	\$ 1,958	\$ 2,931	\$ 2,058	\$ 3,130	\$ 4,256	\$ 793	\$ 2,034	\$ 3,337

	From	To
Change in Annual Contributions	\$ 100	\$ 800
Change in Contribution Indexation Rate	0%	5%
Extraordinary Levies	\$ -	\$ 1,200

Important to note that the 10 Year Maintenance Plan will need to be renewed in 5 years time during which the annual contributions can be reviewed again at that point.

Schedule	Schedule 6 - Notes and Disclaimers
Strata Company Name	The Strata Company for Strata Plan 43173
Property Address	63 Staton Road EAST FREMANTLE
Inspection Date	5/02/2021
1	Terms and Conditions This document is an Appendix to the Houspect WA Building Inspection report. It must be read in conjunction with that report. The Scope, Terms and Conditions that are detailed in that report extend to this document.
2	Estimated Building Costs to Owners The indicative costs are a high level estimates provided by a Houspect Building Inspector who is a Registered Builder in WA. These estimate costs are simply an indicative estimate based on the Builders industry knowledge. The costs are intended to be used for high level planning purposes only. To improve the costs estimate (and hence reduce the risk that the costs may differ from that estimated), Strata Company's should consider either engaging a Quantity Surveyor or obtain 3 quotes from reputable firms capable of undertaking the required work. Indicative costs exclude call out fees.
3	Time of Action The time for action is a high level indicative estimate only as to when the likely expenditure may required to be incurred and is an estimate by a Houspect Inspector. The estimate is simply an indicative estimate based on the Builders experience of how long the current item will last before remedial maintenance or replacement will be required.
4	Indexation of Costs and Contributions The costs shown have been indicated by the stated indexation rate. Strata Company's have the discretion to apply any rate that they so choose. The rates used were communicated to the Strata Manager/Strata Company prior to finalisation.
5	Strata Company Data The funding section of this document has been based on data provided by the Strata Company/Strata Manager and includes Reserve Fund Balance, Reserve Fund Contributions and the indexation rate which has been applied to the various calculations.
6	Common Property Inspected by Other Parties The Maintenance Plan requires input of forward costs estimates for various common property (see exclusions which include items such as plant, equipment, plumbing and electrical) that Houspect cannot inspect as Building Inspectors. This is beyond the scope of the Houspect work. Where Houspect has been provided these forward plant and equipment estimates by either the Strata Company, Strata Manager or existing Strata Company Contractor for incorporation into the 10 year plan, Houspect cannot accept any liability for this data. Where estimates have not been provided the 10 year maintenance plan may be underestimated by the amounts required to maintain , repair, renew or replace (other than of a routine nature) these items in the period covered by the plan.
7	Strata Personal Property The maintenance plans requires input of forward costs estimates for strata personal property that Houspect cannot inspect as Building Inspectors. This is beyond the scope of the Houspect work. If projections have been provided these will have been provided by either the Strata Company or Strata Manager for incorporation into he 10 year plan, Houspect cannot accept any liability for this data. Where estimates have not been provided the 10 year maintenance plan may be underestimated by the amounts required to maintain , repair, renew or replace (other than of a routine nature) these items in the period covered by the plan.
8	Income Forecast The Strata Company has been asked to provide the current reserve fund balance, annual contributions and the expected annual indexation rate of these contributions. The data has been input as supplied.
9	Legislation Limit The Legislation requires 10 year maintenance plans to be updated every 5 years.
10	Funding Recommendation Regulations at the time this plan was prepared indicated a requirement for the plan to provide a recommendation for the funding of the estimated costs for the maintenance, repairs, renewal or replacement of the covered items. Where any component of the strata common property has been excluded from the scope or data for schedule 3 and 4 has not been provided, any recommendation in relation to funding will not include funding related to these items or schedules.

Client Name : Strata Company for Strata Plan 43173 –
63 Staton Road East Fremantle
C/- John Dethridge Strata Services

Address : 3 Norfolk Street, FREMANTLE WA 6160

Our Reference : 70815

Strata Title Ten Year Maintenance Report and Building Inspection

Property : 63 Staton Road, EAST FREMANTLE WA 6158

Inspection Date : Friday 5th February 2021

Occupied : Yes

Weather Conditions : Fine

Inspector :  **Builder's Registration Number 11504**

Report Purpose : Conduct a building inspection of all common property. Scope of inspections to include:

1. We have been advised that the strata common property is limited to the following and hence will be the scope of the inspection and 10 year plan:
 - a. Front fences and associated retaining walls where applicable
 - b. Visitor parking
 - c. Soakwells and drains associated with driveway (Limitation apply)
 - d. Associated Infrastructure
2. All key defects and maintenance issues are to be photographed
3. Development of a maintenance schedule showing work to be undertaken for:
 - Now
 - Within the next 1 year
 - Within the next 2 to 3 years
 - Within the next 5 years
 - Within the next 5 to 10 years
4. Maintenance schedule is to be supported by high level indicative builder's estimates.

Excluded Items

- a. Houspect will not make any comment or observation in relation to aluminium composite panels – neither their existence nor condition.

- b. Houspect will not make any comment or observation in relation to asbestos— neither the existence or condition
- c. Houspect cannot comment on the following items which requires specialist skills, knowledge, Licences or Registration in WA
 - a. All electrical, gas and plumbing items which under WA Legislation would require a Licenced Electrician, Plumber or Gas Fitter to test and inspect including but not limited to:
 - b. Utility conduits and services
 - i. Electrical systems, security systems and components
 - ii. Solar and other sustainability infrastructure
 - iii. Ventilation;
 - d. General maintenance items (cleaning, general gardening etc.)
- e. All plant and machinery inclusive of all Items covered by existing maintenance contracts. This exclusion includes but is not limited to:
 - i. Fire and security services equipment
 - ii. Motor vehicle access gates

General Description : This report is the result of a visual inspection only and is intended to be read as a whole, please read the detailed inspection information and the scope section.

Signed on behalf of Houspect WA

SCOPE

1 PURPOSE OF INSPECTION

The purpose of the inspection is to provide specific advice in relation to the specific items detailed in the purpose of the report.

1.1 The report should not be seen as an all-encompassing report dealing with a building from every aspect. Rather it should be seen as a reasonable attempt to identify any defects visible at the time of the inspection.

1.2 THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the inspector on the date of the inspection. The inspection DOES NOT include breaking apart, dismantling, removing or moving objects including but not limited to foliage, moulding, roof insulation / sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind assorted goods in cupboards, other areas that are concealed or obstructed. The inspector CANNOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without written permission of the property owner.

2 SCOPE OF INSPECTION

The inspection shall comprise visual assessment of accessible areas of the property to identify defects to the building.

NOTE: The report should not contain any assessment or an opinion regarding the following:

- a) An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness.
- b) Any area or item that was not, or could not be, observed by the inspector.
- c) General maintenance other than that which is deemed to be directly related to the ongoing structural performance of the property.
- d) Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur (eg fungal rot) significant spalling of masonry or concrete structural elements, significant fretting or mortar, rusting of primary structural elements. Stormwater drainage and surface water defects commonly cause or exacerbate foundation instability and these issues should be assessed and reported where relevant.

3 DEFECTS

During an inspection the inspector may identify that a building element is defective but that the defect does not fall neatly into one of the categories of defect. In such a case the inspector will use a combination of defect properties or otherwise assess and describe the defect in his/her own words, based on his/her experience.

In many cases, the actual structural elements of a building will be obscured by finishes and other non-structural building elements, and the inspector may be unable to assess directly the state of the structural member. In such cases, the inspector has to infer the performance of the structure by observing the effect of the structure on the non-structural building elements. For example, the inspector normally will be unable to inspect the footings of a house as they are buried beneath the ground; however, cracking in non-structural masonry walls above the ground may indicate that a defect exists within the footing system.

4 **LIMITATIONS OF STANDARD**

A report prepared in accordance with Australian Standard 4349-2007 Inspection of Buildings 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.

This Standard does not include the identification of unauthorized building.

5 **AREAS TO BE INSPECTED**

5.1 General

The inspector shall inspect accessible parts of the build and appurtenances, together with relevant feature of the property within 30m of the main building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700mm high, paths and driveways, steps, fencing.

Inspection of Strata and Company Title residential property shall be limited to the nominated residence and does not include common property.

5.2 The following area shall be inspected where applicable or accessible:

- a) The interior of the building
- b) The roof space
- c) The exterior of the building
- d) The sub-floor space
- e) The roof exterior
- f) The property within 30m of the building subject to inspection

5.3 Safe and reasonable access

The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access.

The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal.

The inspector shall inspect an elevated area only where –

- a) it is at a height at which safe reasonable access is available, or where safe and reasonable access is otherwise available; or
- b) an unobstructed line of sight is present from safe use of a 3.6m ladder and the building elements present are close enough to allow appraisal.

NOTE: "Elevated area" includes the roof, roof space, crawl space, landing feature, and the like, generally elevated above the ground and intended for normal use by occupants.

5.4 A 3.6m ladder is considered generally reasonable for safe use by one operator during an inspection. Regardless of the ladder length, weight and size, safe use of ladder or safe access may mean that inspection of a roof, elevated platform or roof space is not possible in part, or at all, during an inspection and, in such circumstances, and inspector may recommend the use of special access equipment and that a further inspection be undertaken when a safe method of access is present.

5.5 Areas for Inspection

The inspection shall cover all accessible areas as defined by the Australian Standard 4349.

The client shall arrange right of entry, facilitate physical entry to the property and supply necessary information to enable the inspector to undertake the inspection and prepare a report. The inspector is not responsible for arranging entry to property or parts of property.

Areas where reasonable entry is denied to the inspector, or where reasonable access is not available, are excluded from, and do not form part of, the inspection.

5.6 Inspection process

The inspection shall comprise visual appraisal and limited assessment of serviceability.

5.7 Where large structural retaining walls are in service to a property a special purpose building report will be required by a structural engineer. No comments are provided in this report as to whether an engineer is required or not.

6 EXCLUSION OF ITEMS FROM INSPECTION

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 alarms, light switches and fittings, TV, sound and communications and security systems.
- d) RCDs are not tested as operational.
- e) Concealed plumbing.
- f) Adequacy of roof drainage as installed.
- g) Gas fittings and fixtures.
- h) Air-conditioning.
- i) Automatic garage door mechanisms.
- j) Swimming pools and associated filtration and similar equipment.
NOTE: If a swimming pool is present it should be the subject of a Special Purpose Property Report. A detailed inspection on the status or serviceability of any swimming pool or associated pool equipment has not been carried out and is not within the scope of this report. Additionally, to adequately inspect a swimming pool, the water must be completely drained and all internal surfaces must be fully accessible.
- k) The operation of fireplaces and solid fuel heaters, including chimneys and flues.
- l) Alarm systems
- m) Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems.
- n) Health hazards (e.g. allergies, lead content, presence of asbestos, soil toxicity)
- o) Concealed tie-downs and bracing.
- p) Timber pest activity.
- q) Soil conditions.
- r) Concealed framing-timber or any areas concealed by wall linings/sidings.

Estimating the cost of remedying defects is not included in a standard Property report, although it may form part of a special-purpose Property report.

Houspect has tried to categorise our gradings of material condition as:

New - Self-explanatory.

Satisfactory - generally good condition.

Fair - starting to look like it needs maintenance.

Average - Working but needs maintenance within 6 months.

Poor - Needs replacement.

Wherever we describe a building material in this report, the client acknowledges that the material described represents a substantial component of the building material observed.

Contents

1	General Description	7
2	Additional External Items & Structures	8
2.1	Fences	8
2.2	Post Boxes	12
2.3	Driveways (Regs)	13
2.4	Footpaths (Regs)	15
3	Contingency	16
4	Planned preventative maintenance	17
5	Expected Life Spans – Generic	18
6	Strata Company Obligations to Repair, Maintain, Renew and Replace	19
7	Engaging Contractors to undertake Maintenance	19
8	10 Year Maintenance Plan	20
9	The Inspector	20

1 General Description

The strata common property is limited to the following and hence will be the scope of the inspection and 10 year plan:

- Driveway and associated infrastructure
- Letterboxes
- Visitor parking

The building is approximately 17 years old.



2 Additional External Items & Structures

2.1 Fences

Inspected and in fair condition and do require attention.

1. Item No	Location - North side of PT 6
There was fretting mortar between the limestone blocks requiring repointing.	
	

Houspect was instructed that this issue is a Lot Owner expense and was to be removed from the Strata Company 10 Year Maintenance Plan.

2. Item No**Location** – North-east PT 6

There was fretting mortar between the limestone blocks requiring repointing.



Houspect was instructed that this issue is a Lot Owner expense and was to be removed from the Strata Company 10 Year Maintenance Plan.

3. Item No**Location** – Around the letterbox to PT 6

There was fretting mortar between the limestone blocks requiring repointing.



Houspect was instructed that this issue is a Lot Owner expense and was to be removed from the Strata Company 10 Year Maintenance Plan.

4. Item No**Location - All**

The metal infill fencing will require repainting.



Houspect was instructed that this issue is a Lot Owner expense and was to be removed from the Strata Company 10 Year Maintenance Plan.

2.2 Post Boxes

Inspected and in fair condition and do require attention.

5. Item No	Location - Northern side PT 3
The letterbox rear door requires replacing.	
	

2.3 Driveways (Regs)

Inspected and in fair condition and do require attention.

6. Item No	Location - Western side PT 6 to PT 10
There was cracking at the joint to the asphalt paving. It is recommended that this open joint is sealed to prevent water getting underneath the paving and causing potholes.	
	

7. Item No**Location** - Around the manhole eastern side PT 4

There was cracking at the joint to the asphalt paving. It is recommended that this open joint is sealed to prevent water getting underneath the paving and causing potholes.



2.4 Footpaths (Regs)

Inspected and in fair condition and do require attention.

8. Item No	Location - Eastern side PT 10
The paving between the walkway and the unit is extremely uneven could be a trip hazard requiring lifting, re-levelling and re-laying.	
	

Houspect was instructed that this issue is a Lot Owner expense and was to be removed from the Strata Company 10 Year Maintenance Plan.

9. Item No	Location - Northern side PT 3 near post box
-------------------	--

The paving between the walkway and the unit is extremely uneven could be a trip hazard requiring lifting, re-levelling and re-laying.



3 Contingency

A contingency cost has been included in the estimated cost schedule for unforeseen maintenance and repairs as considered appropriate.

4 Planned preventative maintenance

Planned preventative maintenance could include:

Six monthly

- Test smoke detectors and alarm systems.
- Check and clean filters for air-conditioning units.
- Cleaning windows and window frames.
- Checking and clearing of gutters and downpipes.
- Check reticulation system and ensure not spraying against building or garden walls.

Annually

- Annual pest control treatment.
- Annual checking of air conditioning via a maintenance contract with professional tradespeople.
- Annual inspection of ceilings, floors, paving, plumbing, internal painting, door hinges, locks.
- Seal cracks to render or brickwork to stop water from entering the structure.
- Check for leaks in water proofing.
- Check for rust to steel lintels and other structures and treat if rust showing.
- Check for damp to walls where surrounding ground higher than floor level.
- Residents to check for loose balustrades or handrails to balconies and stairs and report to the strata manager.

Every five years:

- Internal painting.

Every ten years

- External painting.
- Replacement of floor coverings.

Every twenty five years

- Roof covering refurbishment or replacement.
- Replacement of guttering and downpipes.

5 Expected Life Spans – Generic

Item	lifespan
Balustrades - Aluminium/Stainless Steel	30
Balustrades - Timber	15
Carpets	10
Doors and Windows	30
Driveway	30
Electrical Services	30
Fences	20
Fire Services	30
Garage Doors	20
Gutters and Downpipes	20
Light Fittings	10
Painting - External	10
Painting - Internal	10
Pergolas and Decking	12
Plumbing Services	30
Roof - Membrane	30
Roof - Steel	40
Roof - Tile	40
Steel Structures - External	30
Swimming Pool Pump, Drainage Pump	5
Swimming Pool Structure	25

6 Strata Company Obligations to Repair, Maintain, Renew and Replace

Under the WA Strata Titles Act 1985 strata lot owners, whom collectively make up the strata company and whom may be represented by a Council of Owners have clear obligations. It is important that strata lot members acknowledge their obligations, in particular, Section 35 which in part defines the duties of the strata company and notes the strata company shall -

- (a) enforce the by-laws; and
- (b) control and manage the common property for the benefit of all the proprietors; and
- (c) **keep in good and serviceable repair, properly maintain and, where necessary, renew and replace —**
 - (i) **the common property**, including the fittings, fixtures and lifts used in connection with the common property;

One of the objectives of our report is to bring to the attention of the strata company members strata property items which falls within the category of keeping in good and serviceable repair, properly maintained and, where necessary, renew and replace.

7 Engaging Contractors to undertake Maintenance

We would recommend that any contractors engaged to undertake the work on behalf of the strata company are engaged under the clear expectation (i.e. ensure that the following is included in all quotes and scopes of work) that all work must be undertaken in a manner which:

- Complies with the Building Code of Australia
- Complies with applicable Australian Standards where they exist
- Complies with accepted standards of professional workmanship
- Complies with all Occupational Health and Safety obligations

All quotes and acceptances of quotes should be in writing and state whether they include GST. Further, all contractors should supply copies of the relevant insurance policies.

Houspect is available to inspect major pieces of maintenance or repair work both during and or at the conclusion of the works to ensure that the above requirements have been complied with. To avoid any perception or conflict of interest or bias Houspect does not undertake any construction or maintenance work nor does it provide recommendations for suppliers.

Strata Companies should also ensure that they discharge any liabilities that may arise under the WA Construction Training Fund (CTF) Levy obligations. The CTF Levy applies to all residential and commercial projects undertaken in Western Australia where the total value of the construction work is estimated to be more than \$20,000.

The definition of construction work includes installations, maintenance, renovations and repairs. The training levy applies to all works, irrespective of the requirement of a building permit and is calculated at 0.2% of the total value of construction. It is required to be paid prior to the commencement of the project.

8 10 Year Maintenance Plan

Refer Appendix One attached which incorporates the 10 Year Financial Maintenance Plan based on this report.

9 The Inspector

is a registered builder in Western Australia, number 11504, with over 25 years of experience in the building and project management of over 750 homes including luxury homes, villas, apartment buildings, office buildings, commercial buildings and retirement villages.

Since joining Houspect at the beginning of 2011 he has conducted over 4,000 inspections. Brian is one of Houspect's most senior inspectors and has appeared as an expert witness for WA Building Commission Hearings as well as State Administrative Tribunal matters.

is one of the founder Members of the Building Inspectors Association of WA which has been established to raise building inspection standards and raise credibility and accountability in the building inspection profession.

is a member of Inspect WA, the Industry Association of Building and Property Inspectors in WA. Inspect WA's vision is to be Western Australia's peak body representing professional independent building and property inspection businesses.

CONDITIONS FOR THE PROVISION OF THE REPORT

1. The Report is expressly produced for the sole use of the Client and in accordance with AS4349.1. Legal liability is limited to the Client.
2. No advice is given regarding the presence, or effect, of termites on the Property. A specialist company should be approached to provide such certification if required.
3. Any dimensions given are approximate only.
4. Any cost estimates are approximate only. Should the Client wish to define a price more accurately, trade quotations can be arranged.
5. The Client acknowledges, and agrees that any comments contained in the Report relating to matters of an electrical, or plumbing nature, are based on a visual inspection only carried out by the Inspector on the day of the inspection, and should not in any way be relied upon by the Client as a substitute for obtaining expert professional advice from a licensed electrician, or plumber.
6. Any charge-out rates quoted relates to normal work and are not applicable for work relating to arbitration, mediation, conciliation, expert witness, court appearance or any other legal application.
7. The Report comments on only those features which were reasonably visible, and reasonably accessible, at the time of the inspection without recourse to viewing platforms, the removal, or moving, of building components, or any other materials of any kind, or any other unusual methodology including measuring or testing of building components to confirm structural soundness or major defects.
8. We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and are therefore unable to report that any such part of the structure is free from defect.
9. Inspections and or surveys shall be made only by a qualified Building Consultant with No less than 5 years' experience.
10. Only those items in the Report, which have been commented upon, have been inspected. If there is no comment against an item it has not been inspected. The Inspector gives no undertaking that they will inspect all items present on the day of the inspection.
11. We will not (even if requested to do so) provide you any advice regarding asbestos at the property that we are asked to inspect, including whether or not any building materials used in the construction of a home are made from asbestos or not. However, if we identify that a building material is made from asbestos, we may without any obligation or requirement to do so, mention this to you so that you can then have this view confirmed by someone appropriately qualified to advise you about (a) whether the material is made from asbestos and (b) how to deal with it. If we provide you such advice, then you must not accept or rely upon our view as being in any way determinative and you agree that it is stated to you so that you then will engage someone appropriately qualified to advise you on the presence of asbestos and related matters, and not act on or rely upon our view in any other way.
12. All advice given by the Inspector not included in the Report is given in good faith. However no responsibility is accepted for any losses - either direct or consequential -resulting from the advice.

CONDITIONS FOR THE PROVISION OF THE REPORT

13. The Report is confirmation of a visual inspection of the Property carried out by the Inspector on the day of the inspection, and only covers those items which could reasonably be detected by such visual inspection at the time of such inspection.
14. All statutory or implied conditions and warranties are excluded to the extent permitted by law. The report is not intended to be a Certificate of Compliance for Building Codes.
15. To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to:
 - (a) supplying the Report again; or
 - (b) paying the cost of having the Report supplied again.
16. If the Report fails to conform in any material respect to the term and conditions set out herein then
 - (a) the Inspector is not liable unless the Client notifies the Inspector of the failure within 90 days after the date of delivery of the Report; and
 - (b) the liability of the inspector is in any case limited to the cost of providing the inspection and the inspector is not liable for any consequential damage
17. The provisions of clause 15 above are subject to the provision of any statutory condition or warranty which cannot legally be excluded.
18. Payment to the Inspector will be made at the time of inspection or prior to the supply of the report.
19. The Report will be sent within 48 hours of the inspection or as directed by the Client upon receipt of payment.
20. The terms and conditions contained herein:
 - (a) constitute the entire agreement and understanding between the Client and the Inspector, on everything connected to the subject matter of the Agreement; and
 - (b) supersede any prior agreement or understanding or anything connected with that subject matter.
21. These are the standard terms and conditions under which we provide our service to you. When we provide you our service, we do so on the basis that (a) these terms and conditions make up the terms of the contract between you and us (b) and, you agree to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions then you must contact us prior to us providing you our service to advise us that (a) you do not want to make a contract with us and (b) do not want us to provide our service to you.



John Dethridge Strata Services
JD Strata Pty Ltd (ABN: 22 653 198 040)
PO Box 687 Fremantle WA 6959
Phone: (08) 9335 5877
Email: info@jdstrata.com.au
www.jdstrata.com.au

Notice of Levies Due in September 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 28/07/2025 on behalf of:

The Owners of 63 Staton Road Strata Scheme
ABN 31554247940
63 Staton Road
EAST FREMANTLE WA 6158

for Lot 3 Unit 3

3/3 Coolgardie Avenue
East Fremantle WA 6158

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Reserve Fund	
01/09/2025	Quarterly Admin/Reserve Levy 01/09/2025 - 30/11/2025	714.00	25.50	739.50
	Total levies due in month	714.00	25.50	739.50

Total of this levy notice	739.50
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	739.50
Prepaid	739.50
Total amount due	\$0.00

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

No payment required

You can view your levy payment history, account balance and access key documents including the minutes of your last AGM using the MRI Strata Connect Owner Portal available at <https://jdstrata.com.au/> or using the MRI Strata Master Connect App available on the Apple App Store & Google Play Store. If you have not yet signed up for the portal, please email info@jdstrata.com.au to request a signup link. Alternatively, please direct any accounts related queries to accounts@jdstrata.com.au (estimated response time 3 business days).



*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

DEFT
PAYMENT SYSTEMS

BPAY

Billers code 96503



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Post Billpay

Pay in-store at Australia Post by cheque or EFTPOS.

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

John Dethridge Strata Services

DEFT Reference Number

288523368300036103

Amount Due

\$0.00

Due Date

01/09/2025

Amount Paid

\$

Strata Scheme 43173

Lot 3

Unit 3



*496 288523368 300036103

