

# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

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

### Instruction for the seller

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

### Information for the buyer

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

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

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

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

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

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

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

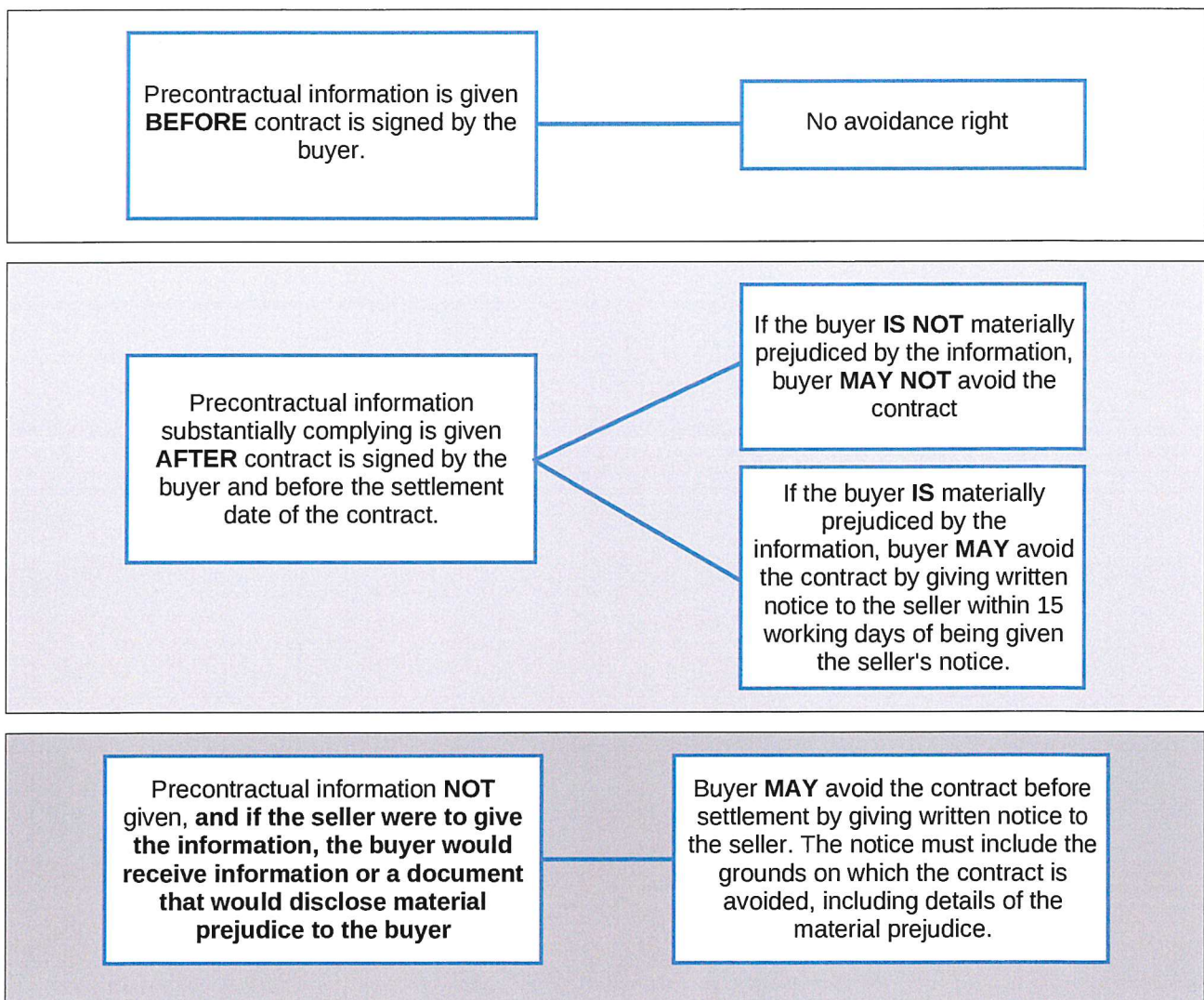
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance rights

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

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



### **Avoidance rights for notifiable variations**

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

Type 1 and Type 2 notifiable variations are as follows:

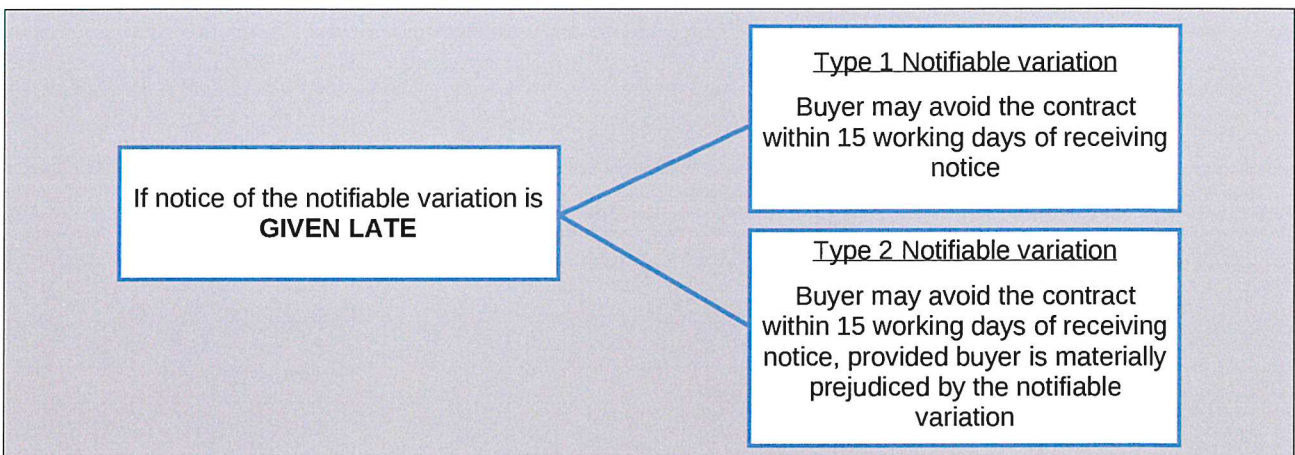
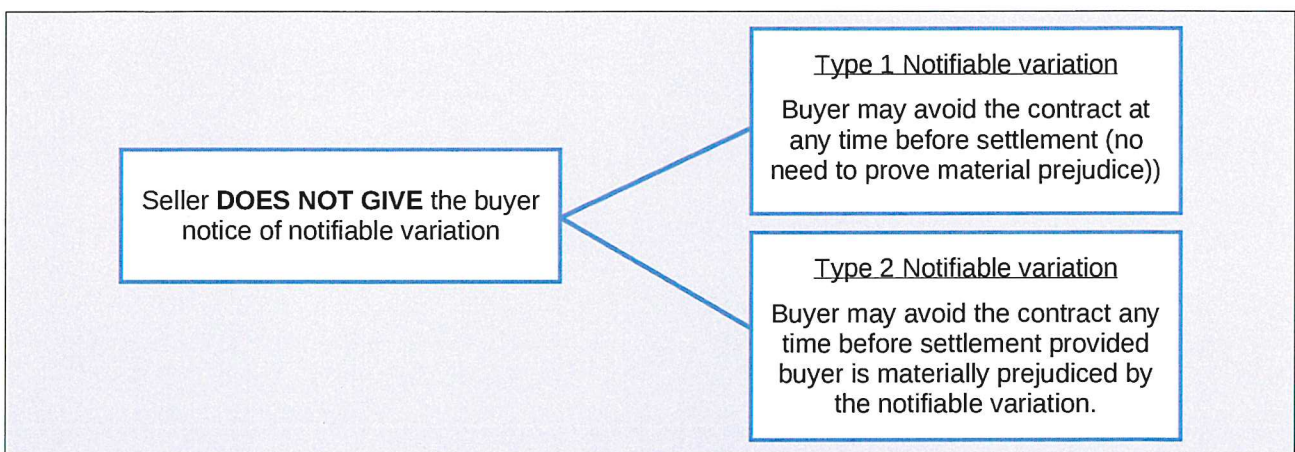
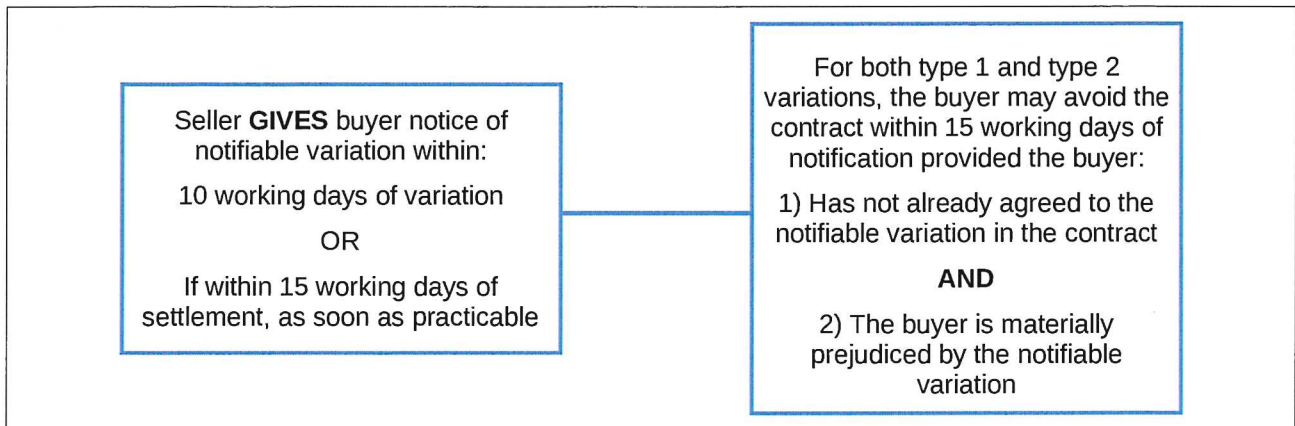
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> <li>• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract.</li> <li>• The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation).</li> <li>• The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

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

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



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



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

### **Buyer's right to postpone settlement**

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





**Disputes about avoidance rights to be heard in the State Administrative Tribunal**

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.



# Precontractual Disclosure Statement to the Buyer

## Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot, which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

### Personal information

#### The seller(s)

Name Christopher D'Ippolito

Address 53A Archibald Street, Willagee WA 6156

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

### Scheme Information

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

#### Scheme Details

Scheme name 53 Archibald Street, Willagee

Name of the strata company Owners of 53 Archibald Street - SP84781

Address for service of the strata company (taken from scheme notice) 53 Archibald Street, Willagee WA 6156

Name of Strata Manager \_\_\_\_\_

Address of Strata Manager \_\_\_\_\_

Telephone/Mobile \_\_\_\_\_

Email \_\_\_\_\_

The status of the scheme is:

- ☐ proposed
- ☒ registered

The scheme type is:

- ☐ strata
- ☒ survey-strata

The tenure type is

- ☒ freehold
- ☐ leasehold



For leasehold only:

The scheme has a term of \_\_\_\_ years \_\_\_\_ months \_\_\_\_ days commencing on registration of the scheme \_\_\_\_\_

If there is a registered scheme notice, the expiry day for the leasehold scheme is \_\_\_\_\_

*For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.*

**Att.**

**Scheme Documents (must be attached)**

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020).

**1**

A copy of the scheme plan showing the exact location and definition of the lot

**1**

A copy of the scheme by-laws

**3**

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

Do the scheme by-laws include staged subdivision by-laws ☒ no ☐ yes

☐ If yes, they are included with this form

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme

**1**

If this is a leasehold lot, a copy of the strata lease for the lot

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

**Minutes (choose one option)**

☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

☒ A statement that the strata company does not keep minutes of its meetings\*

**2**

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

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

**Statement of accounts (choose one option)**

☐ The statement of accounts last prepared by the strata company

☒ A statement that the strata company does not prepare a statement of accounts\*

**2**

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

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

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





### Termination proposal

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

☒ no ☐ yes \_\_\_\_\_

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

Lot 1 on scheme plan no. 84781

(The lot owner will also own a share in the common property of the scheme)

### Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? \*

☒ no ☐ yes

If yes, describe the restriction \_\_\_\_\_

\* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

### Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

☒ no ☐ yes

If yes, please give details \_\_\_\_\_

### Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☐ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

Actual (\$)

OR

Estimated (\$) 12 months after  
the proposed settlement date

Administrative fund: \_\_\_\_\_

Reserve fund: \_\_\_\_\_

Other levy  
(attach details) \_\_\_\_\_

2

☐ Actual ☐ Estimated total contribution for the lot \$ \_\_\_\_\_

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

Due dates \_\_\_\_\_ on \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ on \_\_\_\_\_

### Strata levy/contributions/other debts owing

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

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



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

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

## Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

### Statement of estimated income and expenditure

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

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

### Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?

☐ no ☐ yes

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

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

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

☐ no ☐ yes

If yes, attach details including terms and conditions.

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

### Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

☐ no ☐ yes



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

☐ no ☐ yes

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

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

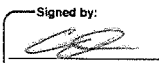
## Acknowledgement by seller and buyer

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

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

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

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

Signature  \_\_\_\_\_  
A1DBF0E37AAB4E1...

Name \_\_\_\_\_

Date 26/6/2025 \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

☐ I / ☐ We<sup>1</sup> understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☐ us<sup>1</sup>.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.



WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

4009

943

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893 AND THE  
**STRATA TITLES ACT OF 1985**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BC Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

**LOT 1 ON SURVEY-STRATA PLAN 84781**

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

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

CHRISTOPHER D'IPPOLITO OF 49 TOWNSING ROAD KARDINYA WA 6163

(T O961692) REGISTERED 1/12/2021

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

- INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- O961693 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 1/12/2021.

**Warning:** A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP84781  
PREVIOUS TITLE: 1241-901  
PROPERTY STREET ADDRESS: **53A ARCHIBALD ST, WILLAGEE.**  
LOCAL GOVERNMENT AUTHORITY: CITY OF MELVILLE



Plan Information		Survey Details		Former Tenure	
Tenure Type	Freehold Strata	Survey Method	Conventional Survey	New Lot / Land	
Plan Type	Survey-Strata Plan	Field Records	155556	Parent Plan Number	P6670
Plan Purpose	Subdivision	Declared as Special Survey Area	No	Parent Lot Number	LOT 1145
Plan Heading				Title Reference	1241-001
LOTS 1-3 AND CP4					
<b>Strata Scheme Details</b> Scheme Name 53 Archibald Street, Willagee Lodgement of scheme by-laws Yes Parcel Address 53 ARCHIBALD STREET, WILLAGEE					
<b>Locality and Local Government</b> Locality WILLAGEE Local Government CITY OF MELVILLE					
<b>Planning Approval</b> Planning Authority Western Australian Planning Commission Reference 1197-20					
<b>Survey Organisation</b> Name THE LAND DIVISION Address MALAGA 6090 Phone 9209 3332 Fax 9249 2551 Email info@landdivision.com.au Reference 20-6931 - 53 Archibald Street					
ARMIN TUKA Licensed Surveyor Date 2021.08.18 09:20:03 +0800					
<b>Survey Certificate - Regulation 54</b> I hereby certify that this plan is accurate and is a correct representation of the: (a) * survey, and/or (b) * calculations and measurements; I * delete if inapplicable undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is made.					



THE LAND DIVISION  
PLANNING SUBDIVISION SETTLEMENTS

ADDITIONAL SHEETS  
ENDORSEMENT SHEET

SHEET 1 OF 2 SHEETS

VERSION NUMBER 1

SURVEY-STRATA PLAN  
84781





<b>Lodgement and Examination</b>	
Lodgement Date	13/09/2021
Examination Date	13/09/2021

<b>Western Australian Planning Commission</b>	
Planning Approval	Yes
Reference	1197-20

*Robert Cuth*  
 0304-321

Delegate under S. 16 P&D Act 2005	Date
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<b>In Order For Dealings</b>	
Subject To	• Lodgement of Scheme by-laws • Application to Register Strata Titles Scheme

For Registrar Of Titles	6-10-2021	Date
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<b>Plan Approved</b>
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Inspector of Plans and Surveys	6-10-2021	Date
--------------------------------	-----------	------

<b>Registered</b>	
Application	0394985

6-10-2021	<i>B. Roberts</i>	Seal
Date	Registrar of Titles	



Landgate

ENDORSEMENT SHEET

VERSION NUMBER  
1

SURVEY-STRATA PLAN  
84781

## Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021



### Legislation

*Strata Titles Act 1985*

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

### Unit Entitlement Schedule

Scheme Number 84781

Scheme Address 53 Archibald Street, Willagee

Lot Number	Unit Entitlement
1	34
2	32
3	34

Sum of all unit entitlements of all lots in the strata titles scheme: 100

## CERTIFICATE OF LICENSED VALUER

I, **Darren Starcevich**, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

**18th August 2021**

Date



Digitally signed by D.  
Starcevich AAPI Licensed  
Valuer No. 44415

Licensed Valuer Signature





## Survey Strata Plan 84781

Lot	Certificate of Title	Lot Status	Part Lot
1	4009/943	Registered	
2	4009/944	Registered	
3	4009/945	Registered	
4	N/A	Registered	



Scheme Notice

OFFICE USE ONLY

**O894986 SN**

05 Oct 2021 08:30:00 Midland



Lodged by:<sup>4</sup> **TLD SETTLEMENTS**  
Address: **PO BOX 2444 MALAGA WA 6090**  
Phone Number: **9248 7249**  
Fax Number: **9249 2551**  
Reference Number: **2020/0243**  
Issuing Box Number: **999L**

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

Prepared by: **TLD SETTLEMENTS**  
Address: **PO BOX 2444 MALAGA WA 6090**  
Phone Number: **9248 7249**  
Fax Number: **9249 2551**  
Reference Number: **2020/0243**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

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

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

<sup>4</sup> Lodging Party Name may differ from Applicant Name.



Approved Form 2019-74762

### EXECUTION<sup>3</sup>

Date of Execution: 15/09/21

Executed by PRODIGY VENTURE PTY LTD A.C.N. 155 849 924  
by authority of its Directors:

Signed

  
LOC TAN KIEU  
Director

Signed

  
SHEW KUAN WONG  
Director

<sup>3</sup> See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.



Approved Form 2019-74762



## Scheme Notice

Strata Titles Act 1985  
Section 29

Scheme Number: **84781**

Certificate of Title Volume/Folio Number: **1241/901**

Scheme Name: **53 ARCHIBALD STREET, WILLAGEE**

Address for Service of the Strata Company: **PO BOX 8177**  
**SOUTH PERTH ANGELO STREET, WA 6151**

Email address for Strata Company<sup>1</sup>: \_\_\_\_\_

Is this a Leasehold Scheme? ☐ Yes / ☒ No

Leasehold Scheme Term<sup>2</sup>: \_\_\_\_\_ year(s) / \_\_\_\_\_ month(s) / \_\_\_\_\_ day(s)  
commencing on registration of the scheme.

<sup>1</sup> Optional.

<sup>2</sup> Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O894986] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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15/10/2021 13:41:01

Application to re-time clock to 6/10/2021. See letter dated 30/09/2021 from TLD Settlements, filed in application O894985.

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15/10/2021 14:07:31

Application to amend the applicants address to show as PO Box 8177 Angelo Street SOUTH PERTH WA 6151. See letter dated 15/10/2021 from TLD Settlements, filed in application O894986.



15 October 2021

Our ref: 2020/0243 LS

Landgate

Att: Pina Martin

Dear Pina

**RE: DEALING NO: O894985  
53 ARCHIBALD STREET, WILLAGEE  
PRODIGY VENTURE PTY LTD**

**Dealing Number O894985 & O894986  
Application to Register Strata Plan Scheme 84781  
Scheme Notice**

I am the settlement agent for the Applicant. I request Landgate to make the amendments listed below.

I have authority to make and to authorise on behalf of such person(s) the amendments(s).

Amendments requested:

- Amend the address of the Registered Proprietor and the address For Service of the Strata Company to read: PO BOX 8177 ANGELO ST, SOUTH PERTH WA 6151

Should you have any queries, please do not hesitate to contact me.

Yours faithfully  
TLD Settlements



LEESA SANDERS  
Director/Licensee  
[leesa@landdivision.com.au](mailto:leesa@landdivision.com.au)



OFFICE USE ONLY

**O894987 SB**

05 Oct 2021 08:30:00 Midland



**SB Scheme By-laws – New Scheme**

Lodged by:<sup>12</sup> \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: **TLD SETTLEMENTS**  
**PO BOX 2444**  
**MALAGA WA 6090**  
Fax Number: **PH: 9248 7249 FAX: 9249 2551**  
Reference Number: \_\_\_\_\_  
Issuing Box Number: \_\_\_\_\_

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

Prepared by: **THE LAND DIVISION**  
Address: **PO BOX 2444**  
**MALAGA WA 6944**  
Phone Number: **08 9209 3232**  
Fax Number: **08 9249 2551**  
Reference Number: **20-8931 - 53 Archibald St**

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

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

OFFICE USE ONLY

Landgate Officer

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

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

<sup>12</sup> Lodging Party Name may differ from Applicant Name.



Landgate

Approved Form 2020-43867  
Effective for use from: 15/07/2020

**Part 4 – Execution**

Date of Execution: 09/09/2021

(To be signed by each Applicant)

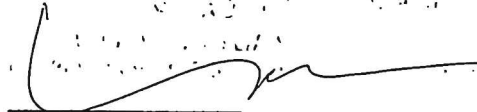
**Executed By: PRODIGY VENTURE PTY LTD (ACN: 155 849 924)**



Signature

**SHEW KUAN WONG - Director**

Full Name



Signature

**LOC TAN KIEU – Director/Secretary**

Full Name



Landgate

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SB

## Scheme By-laws – New Scheme

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **84781**

☐ I / ☒ We<sup>1</sup> the owner(s)<sup>2</sup> **PRODIGY VENTURE PTY LTD (ACN: 155 849 924)** of land the subject of the plan described as<sup>3</sup> **LOT 1145 ON PLAN 6670** apply to the Registrar of Titles to have the scheme by-laws as set out below registered with ☐ my / ☒ our<sup>1</sup> Application to Register Strata Titles Scheme in respect of the above land.

### Part 1 – Consolidated by-laws

In this part provide the full text of the scheme by-laws classified as governance or conduct and with the relevant by-law number.

#### Governance By-Laws

Schedule 1 by-laws 1 to 10 are repealed and replaced with the following by-laws 1 to 10:

##### 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.

<sup>1</sup> Select one.

<sup>2</sup> Insert the name(s) of the owners of land the subject of the plan.

<sup>3</sup> Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.







## 2. CONSTITUTION OF COUNCIL

(1) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.

(2) 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.

## 3. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL

(1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

(2) A person -

(a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and

(b) may be appointed to 1 or more of those offices.

## 4. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

(1) Subject to sub-by-law (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-by-law (2) may act until the end of the meeting for which the person was appointed to act.

## 5. MEETINGS OF COUNCIL

(1) At meetings of the council, all matters must be determined by a simple majority vote.

(2) A member of a council may appoint an owner of a lot, or an individual authorised under the Strata Titles Act 1985 section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.

## 6. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

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

(a) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

(b) the answering of communications addressed to the strata company.

## 7. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY

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

(a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985; and

(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company.

#### 8. EXEMPTION FROM CERTAIN PROVISIONS OF THE ACT

(1) The strata company shall pursuant to section 140 of the Strata Titles Act 1985 be exempt from the following designated functions -

- (a) Section 100(1)(a) the requirement for an administrative fund;
- (b) Section 101 accounting records and statement of account;
- (c) Section 104(1)(b) keep minutes of meetings (except for the first AGM);
- (d) Section 104(3)(a) a strata company letterbox;
- (e) Section 105(1) keep a roll of owners/occupiers.

(2) The strata company or an owner may convene a meeting as and when necessary by giving fourteen (14) days' notice of the meeting to all other proprietors and mortgagees setting out the general nature of the business to be discussed.

#### 9. STRATA COMPANY'S INSURANCE OBLIGATIONS

Unless determined otherwise, the strata company shall be responsible at all times and at its cost to insure the buildings for replacement value and the common property for legal liability as required by the Strata Titles Act.

#### 10. REPAIRS TO COMMON PROPERTY TO BE RAISED BY A SPECIAL LEVY

The strata company is responsible for the repair, maintenance and cleaning of the fixtures and fittings on the common property. The strata company shall when necessary, raise a special levy as and when required to pay for these costs.

#### Conduct By-Laws

Schedule 2 by-laws 1 to 15 are repealed and replaced with Schedule 2 by-laws 1 to 14:

##### 1. VEHICLES AND PARKING

(1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.

(2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

##### 2. USE OF COMMON PROPERTY

An owner or occupier of a lot must -

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors;
- and





(b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and

(c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and

(d) not obstruct lawful use of common property by any person.

### 3. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

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

(a) damage any lawn, garden, tree, shrub, plant or flower on common property; or

(b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

### 4. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

### 5. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY

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

### 6. DRYING OF LAUNDRY ITEMS AND SIGNAGE

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

(a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or

(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

### 7. STORAGE OF INFLAMMABLE LIQUIDS ETC.

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

### 8. GARBAGE DISPOSAL

An owner or occupier of a lot must -

(a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local laws relating to the disposal of garbage;



(c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

#### 9. 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.

#### 10. NOTICE OF ALTERATION TO LOT

An owner of a lot must not alter or permit to alteration of the structure of the lot except as may be permitted or 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.

#### 11. 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.

#### 12. KEEPING OF PETS

An owner or occupier of a lot shall be permitted to have a pet on its lot in accordance with the requirements of Council's by-laws and ordinances in relation to domestic pets in residential areas. In the event the behaviour of a pet is causing a nuisance or disturbing other owners, residents or occupiers right to peaceful enjoyment, then an owner shall be entitled to contact the Council's ranger to review the situation and resolve the dispute.

#### 13. VEHICLES WITHIN A LOT

An owner or occupier shall use the garage of their lot for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the lots or the common property lot. Unlicensed vehicles or car wrecks are not permitted on the parcel.

#### 14. GARDENS AND RETICULATION TO LOTS AND COMMON PROPERTY

(1) An owner or occupier of a lot shall at its costs keep the grounds within its lot to a reasonable and acceptable standard.

(2) The owner or occupier of each respective lot is responsible at their costs to ensure the gardens and landscaping on the common property that is reticulated from their respective lot is regularly watered, mulched and the plants are fertilised, and if necessary, replaced with a similar type of plant.





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## **Part 2 – By-laws of Significance**

☐ I / ☐ We<sup>4</sup> acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

**Staged subdivision by-laws<sup>5</sup>:** **Not applicable**

**By-law under planning (scheme by-laws) condition<sup>6</sup>:** **Not applicable**

**Exclusive use by-laws<sup>7</sup>:** **Not applicable**

Western Australian Planning  
Commission (WAPC) approval  
number (if applicable)<sup>8</sup>:

**Leasehold by-laws<sup>9</sup>:** **Not applicable**

**Not applicable**

## **Part 3 – Accompanying documents**

- ☐ **Consent Statement – Designated Interest<sup>10</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ **Consent of the Owner of the Leasehold Scheme<sup>11</sup> to leasehold by-laws or staged subdivision by-laws**
- ☐ **Written consent of owner of each lot granted exclusive use (owners of special lots)**
- ☐ **Approval of WAPC to making of leasehold by-law providing for postponement of the expiry day for the scheme**

<sup>4</sup> Select one.

<sup>5</sup> Refer *Strata Titles Act 1985* section 42.

<sup>6</sup> Refer *Strata Titles Act 1985* section 22.

<sup>7</sup> Refer *Strata Titles Act 1985* section 43.

<sup>8</sup> Refer *Strata Titles Act 1985* section 20.

<sup>9</sup> Refer *Strata Titles Act 1985* section 40.

<sup>10</sup> Refer to section 3(1) of the Act for the meaning of designated interest.

<sup>11</sup> Owner of the leasehold scheme has the meaning in section 3(1) of the Act.

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O894987] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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15/10/2021 13:41:05

Application to re-time clock to 6/10/2021. See letter dated 30/09/2021 from TLD Settlements, filed in application O894985.

Lot 1 on scheme plan number SP84781

The Strata Company does not keep minutes because:

- ✓ The Scheme is a two lot scheme and is not required to keep minutes
- The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping minutes
- The Seller has been unable to obtain the minutes because

--

The Strata Company does not keep statement of accounts because:

- ✓ The Scheme is a two lot scheme and is not required to keep accounts
- The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping accounts
- The Seller has been unable to obtain the statement of accounts because

--

Signature

-Signed by:

Signed by: 

~~A1DBF0E37AAB4E1.~~

A1DBF0E37AAB4E1...  
christopher D'Ippolito

26/6/2025

Signature

Name

Date \_\_\_\_\_

Signature

Name

Date \_\_\_\_\_

Signature

Name

Date \_\_\_\_\_





## STRATA TITLES ACT 1985

### SCHEDULES

#### SCHEDULE 1 & SCHEDULE 2 (s39)

##### **Schedule 1 – Governance by-laws**

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

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

##### **1. Duties of owner**

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

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

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

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

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

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

##### **4. Constitution of council**

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





- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
  - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
  - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
  - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
  - (e) if the member is removed from office under sub-bylaw (8); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

## 5. Election of council at general meeting

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

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



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

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

## 6. Chairperson, secretary and treasurer of council

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



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

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

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

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

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

## **8. Meetings of council**

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

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

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

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

- (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.

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

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

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

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

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

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

**Schedule 2 – Conduct by-laws**

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

**1. Vehicles and parking**

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

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

**2. Use of common property**

An owner or occupier of a lot must –

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

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

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

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

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

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

**4. Behaviour of owners and occupiers**

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

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

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



## 6. Depositing rubbish etc. on common property

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

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

## 7. Drying of laundry items and signage

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

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

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

## 8. Storage of inflammable liquids etc.

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

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

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

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

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

## 10. Floor coverings

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

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

## 11. Garbage disposal

An owner or occupier of a lot must –

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

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

## 12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

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

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



**13. Notice of alteration to lot**

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

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

**14. Appearance of lot**

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

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

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

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

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



