

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.

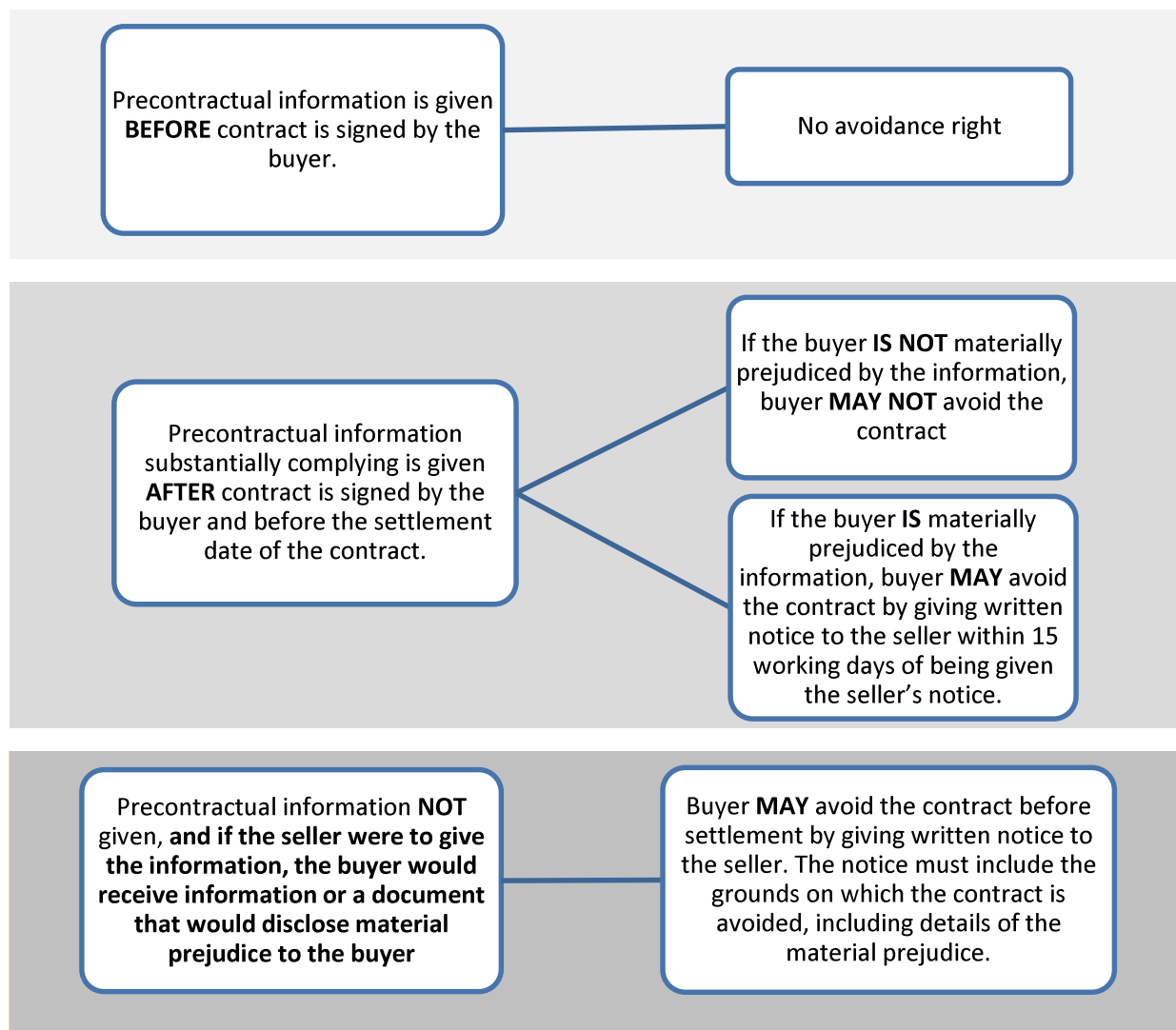
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

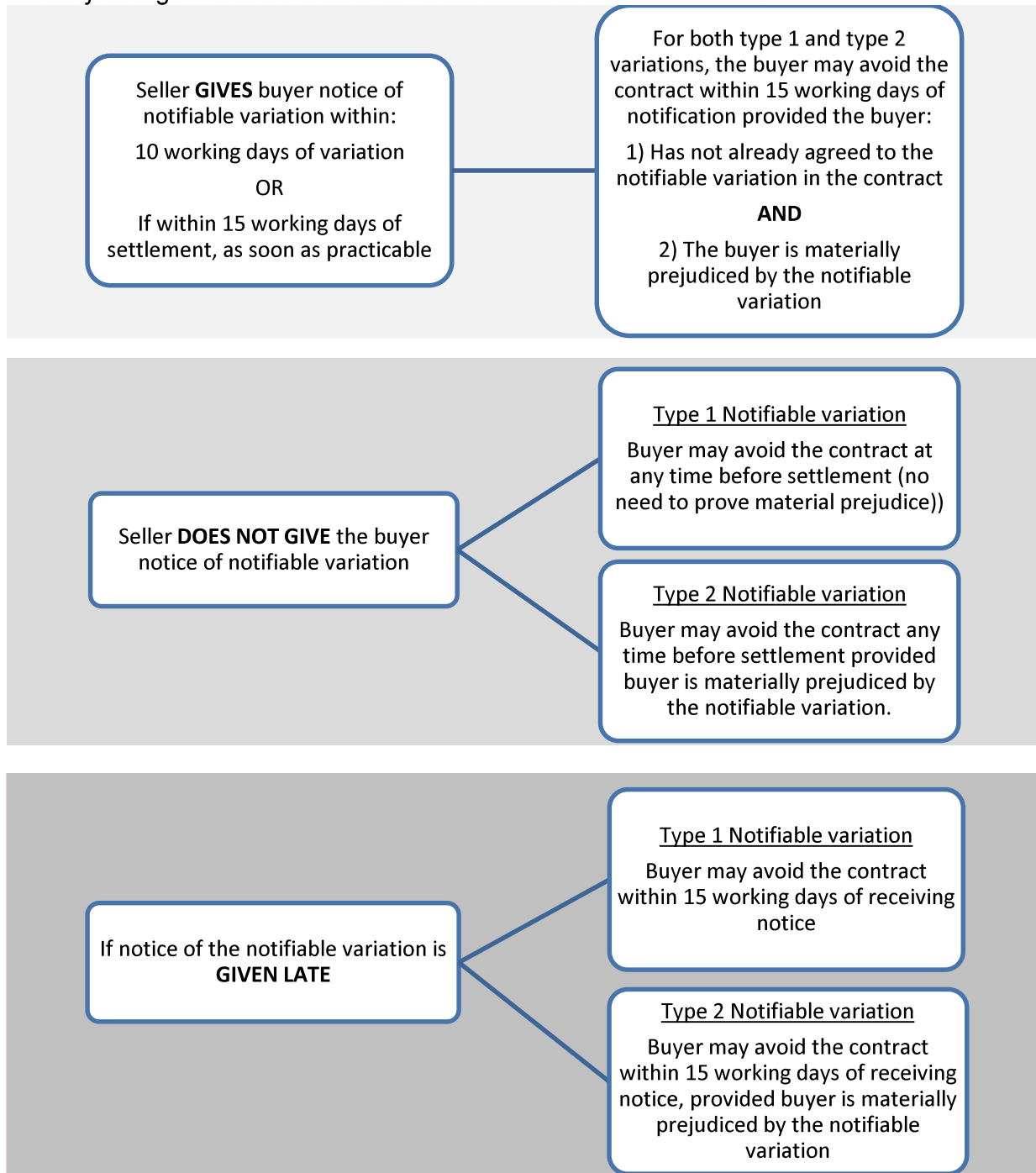
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

The buyer has a right to postpone the settlement date of the contract for the sale and purchase of a 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 the settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes 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 _____

Address _____

Telephone/mobile _____ Email zvonm@theagency.com.au

Name _____

Address _____

Telephone/mobile _____ Email zvonm@theagency.com.au

Scheme Information

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

Scheme Details

Scheme name

9 Maddox Cr, Melville

Name of the strata company

The owners of 9 Maddox Cr, Melville

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

9 Maddox Crescent, Melville 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).

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

1

A copy of the scheme by-laws

-

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

2

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

☐ If yes, they are included with this form

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

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

3

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

N/A

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*

-

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

-

Additional comments: no meetings held - 3 Lot Scheme only

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*

☐ 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: No Accounts required - 3 Lot Scheme only

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

N/A

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)

9 Maddox Crescent, Melville

Lot 1 on scheme plan no. 87705

(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) _____

☐ 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.

N/A

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.

N/A

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? If yes, attach details including terms and conditions.

☒ no ☐ yes

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

☒ no ☐ yes

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?

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 / ☒ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name _____

Date ____/____/____

Signature _____

Name _____

Date ____/____/____

¹ Select one.



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

☐ I / ☐ We¹, the buyer/s, acknowledge that ☐ I / ☐ we¹ received Part A and Part B of the required precontractual disclosures before ☐ I / ☐ We¹ signed the contract of sale.
☐ I / ☐ We¹ 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 / ☐ us¹.

Signature

Name

Date

Signature

Name

Date

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1257

721

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 180 ON PLAN 6750

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

IN 2/3 SHARE

IN 1/3 SHARE

BOTH OF

AS TENANTS IN COMMON

(T P788771) REGISTERED 16/11/2023

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

1. T3983/1962 RESTRICTIVE COVENANT BURDEN REGISTERED 1/1/1962.

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.
Lot as described in the land description may be a lot or location.

-----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: 1257-721 (180/P6750)
PREVIOUS TITLE: 1193-642
PROPERTY STREET ADDRESS: 9 MADDOX CR, MELVILLE.
LOCAL GOVERNMENT AUTHORITY: CITY OF MELVILLE

15376/62 Transfer 3983/1962 (44351)
Volume 1193 Folio 642



WESTERN AUSTRALIA.

REGISTER BOOK.

Vol. 1257 Fol. No 721

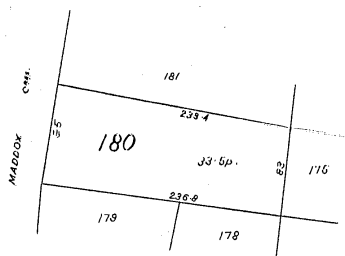
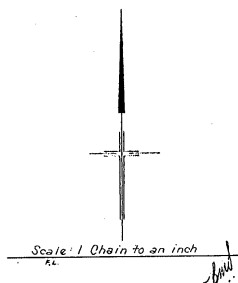
Certificate of Title

CT 1257 0721 F



under "The Transfer of Land Act, 1893" (55 Vic. 14. Sec. 5).

_____ of _____, Clerk, is now the proprietor of an estate in fee simple subject to the easements and encumbrances notified hereunder in all that piece of land delineated and coloured green on the map hereon containing thirty three and five-tenths perches or thereabouts, being portion of Swan Location 73 and being Lot 180 on Plan 6750.



Dated the ninth day of March One thousand nine hundred and sixty-two.

J. A. Blott

Registrar of Titles.

Application B778549 The registered proprietor -

J Maddox Crescent, Melville, Widow, as Executrix of the
who died on 3-2-1978. (Probate granted 27-6-1979).

6th September 1979

Transfer C696821 to _____, of 9 Maddox Crescent, Melville, Widow.

Registered 24th January, 1984 at 11.48 O'clock.



20376/62-26,500-t/c

For encumbrances and other matters affecting the land see back.

EASEMENTS AND ENCUMBRANCES REFERRED TO

Special building conditions and restrictive covenants contained in
Transfer 9753/1962

Instrument stamped 23-11-1962
Mortgage 3084/1962
9th March 1962 at **DISCHARGED** *John Horton to* THE COMMISSIONERS OF THE FUSAL AND INDUSTRIES BANK OF WESTERN AUSTRALIA *Registered*
10th May 1962 at 8.10 a.m. **REGISTRAR OF TITLES** *J.C. Blott*
OFFICE OF TITLES **WESTERN AUSTRALIA**
Mortgage C696822, to Bevilacqua Finance Limited. Registered 24th January, 1984 at 11.48 0'a.
DISCHARGED **OFFICE OF TITLES** **WESTERN AUSTRALIA**
Application D485329 On 12-12-1985 the Mortgagee changed its name to Royal Australia Finance Ltd.
29th May 1987 **OFFICE OF TITLES** **WESTERN AUSTRALIA**
Extension D485330 of Mortgage C696822. Registered 29th May 1987 at 9.19 0'a.
OFFICE OF TITLES **WESTERN AUSTRALIA**
Discharge E331244 of Mortgage C696822. Registered 3rd April 1990 at 8.43 hrs.
OFFICE OF TITLES **WESTERN AUSTRALIA**

CT 1257 0721 B



CERTIFICATE OF TITLE

Vol. 1257 Fol. N° 721

Superseded - Copy for Sketch Only

3983

3983 13.10.0
1962 WESTERN AUSTRALIA.

Transfer of Land Act, 1893.

VOL. 1257
TO 721 FOL. 1962 MAR 9 AM 9:10
OFFICE OF TITLES.
REGISTERED AT 9.16
9 MAR 1962
NO. 93064
ASSISTANT

1193

642

TRANSFER OF LAND

① HT

Registered at 9.16 o'clock this

9th day of March 1962



CIT to: R. I. Bauld
T. M. BURKE PTY. LTD.
PERTH, W.A.

Ex Gov.

44351

29/3/62



2/6

3983

WESTERN AUSTRALIA
Transfer of Land Act, 1893

TRANSFER OF LAND

WEST AUSTRALIAN SUBDIVISIONS PROPRIETARY LIMITED

, a Company formerly having
and

its registered office in Western Australia, at Murray Street, Perth, ~~but now~~ at Gledden Building, corner
but now at North British Building, 192 Saint George's Terrace, Perth,
of Hay and William Streets, Perth, being registered or entitled to be registered as the proprietor of an

estate in fee simple in possession in the lands hereinafter described, subject to the encumbrances notified

hereunder (if any), in consideration of the sum of Four Hundred and Seventy Five Pounds (£475/-/-)

paid to it by

of _____, in the State of Western Australia, Clerk.

DOTH HEREBY TRANSFER to the said _____

ALL ITS estate and interest in:

ALL THAT piece of land being portion of Swan Location 73 and being Lot 180 on Plan 6750

and being portion of the land comprised in Certificate of Title Volume 1193 Folio 642.

335/10p
15
Covenant
VOL 1257
TO
FOL 721

AND the said _____

, DOTH HEREBY for himself, his

heirs, executors, administrators and assigns, COVENANT with the said Vendor

WEST AUSTRALIAN SUBDIVISIONS PROPRIETARY LIMITED

, (as the proprietor and for the

benefit of the lands the subject of Certificate of Title, Volume 1193 Folio 642) and the

Successors in title and assigns of the Vendor as follows:—

(FIRSTLY) THAT the said _____

, shall not at

any time hereafter excavate, carry away or remove or permit to be excavated, carried away or removed,

any earth, stone, clay, gravel or sand from the said Lot 180

except for the foundations of any building or buildings to be

erected thereon or in connection with the erection of any such building or buildings, or use or permit or

allow the said Lot 180 to be used for the manufacturing

or winning of bricks, tiles or pottery ware.

(SECONDLY) THAT ~~there shall not be erected or suffered to be erected on each of the said Lots~~

~~more than one dwelling house.~~

Agreement dated 8-12-56
signed L. 4-15-56
Commissioner of Stamp
R. J. H.

(2)

DATED the

7th

day of

February

19 62

THE COMMON SEAL of WEST AUSTRALIAN
SUBDIVISIONS PROPRIETARY LIMITED

was hereto affixed by authority of the Board of
Directors in the presence of NOEL BURKE
a Director, and JOHN EDWARD CONNELL
the Secretary of the said Company, they being the
proper Officers appointed to act in that behalf,
testified to by their respective signatures hereto—

J. E. Connell *Noel Burke*
SECRETARY. DIRECTOR.

SIGNED by the said RONALD JOHN HORTON

in the presence of

7 Feb 1963

Luan Paddick J.P.

Ronald John Horton

SIGNED by the said

in the presence of

PLEASE DO NOT SIGN IN BIRO.

Plan Information

Tenure Type	Freehold Strata
Plan Type	Survey-Strata Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 1-3, CP4 AND EASEMENT

Strata Scheme Details

Scheme Name	9 MADDOX CR, MELVILLE
Lodgement of scheme by-laws	No

Parcel Address

9 MADDOX CRESCENT, MELVILLE

Locality and Local Government

Locality	MELVILLE
Local Government	CITY OF MELVILLE

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	830-23

Survey Details

Survey Method	Conventional Survey
Field Records	164534
Declared as Special Survey Area	No

Survey Certificate - Regulation 54

I hereby certify that this plan is accurate and is a correct representation of the ----
(a) * survey; and/or
(b) * calculations from measurements recorded in the field records;
[* 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 lodged.

CRAIG ANDREW MILLER	Date
Licensed Surveyor	

Survey Organisation

Name	VISION SURVEYS
Address	SCARBOROUGH 6019
Phone	6144 0000
Fax	6144 0099
Email	info@visionsc.com.au
Reference	VS009583-001 - Maddox Cr 9

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Parent Subject Land Description
1-3, CP4	P6750	LOT 180	1257-721	

Former Tenure Interest and Notifications

Subject	Former Tenure	Action	Lots On This Plan	Origin	Endorsement	Comments
	180/P6750	Brought forward (in full)	LOTS 1-4	DOC T3983/1962	RESTRICTIVE COVENANT BURDEN REGISTERED 1/1/1962.	

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(P)	EASEMENT (Transmission of Electricity by Underground Cable)	SEC. 136C OF THE TLA 1893	THIS PLAN	LOT 1	Lots on this plan 2-3	



TEL (08) 6144 0000 | FAX (08) 6144 0099
59 SCARBOROUGH BEACH RD, SCARBOROUGH WA 6019
email: info@visionsc.com.au | www.visionsurveys.com.au

ADDITIONAL SHEETS
ENDORSEMENT SHEET

SHEET
1 OF 2 SHEETS

VERSION NUMBER
1

SURVEY-STRATA PLAN
87705

MADDOX CRESCENT

181
P6750

Nail and Plate
in Concrete

1

88°25'

88°25'

15.66

16.66

0.05 ENCR.

Peg offset 0.2m
along Boundary

C/BOND FENCE

15.43

0.05 ENCR.

Peg offset 0.2m
along Boundary

C/BOND FENCE

14.86

0.08 ENCR.

Peg offset 0.2m
from each Boundary

0.19

0.07 CLEAR

PANEL & POST RETAINER

93°54'30"

16.72

0.06 CLEAR

Peg offset 0.2m
from each Boundary

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Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number:

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ _____ (strata company); or

(b) For new schemes:

The owner(s)² _____ and _____ of land the subject of the plan described as³ _____

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

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), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☒ Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☐ Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

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

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

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

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the
☒ **additions**/ ☐ **amendments**/ ☐ **repeal**⁵ to the Governance by-laws were made as detailed here.

☒ **and** / ☐ **or**⁵

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the
☒ **additions**/ ☐ **amendments**/ ☐ **repeal**⁵ 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\]](#)

☐ **and** / ☐ **or**⁵

By ordinary resolution passed on _____ a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with *Strata Titles (General) Regulations 2019* regulation 175(4).

[\[Insert Governance by-law addition and by-law number here\]](#)

[Insert Governance by-law addition and by-law number here]

⁵ Select one.

Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

1. Duties of owner

(1) The owner of a lot must —

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

(1A) The owner of a lot must —

- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
- (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2. Deleted by 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-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.

4. Constitution of council

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

powers of the council.

(2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

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

(4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.

(5) deleted

(6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.

(7) deleted

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.

(9) A member of the council vacates office as a member of the council —

(a) if the member dies or ceases to be an owner or co-owner of a lot; or

(b) on receipt by the strata company of a written notice of the member's resignation

(c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or

(d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or

(e) if the member is removed from office under sub-by-law (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-by-law (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) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

(5) If a ballot is to be held, the chairperson must —

- (a) announce the names of the candidates; and
- (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.

(6) A person who is entitled to vote must complete a valid ballot form by —

- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
- (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
- (c) signing the ballot form; and
- (d) returning it to the chairperson.

(7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.

(8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes are to be declared elected to the council.

(9) If the number (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —

- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

6. Chairperson, secretary and treasurer of council

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

(2) A person —

- (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
- (b) may be appointed to 1 or more of those offices.

(3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens —

- (a) the person ceases to be a member of the council under by-law 4(9);
- (b) receipt by the strata company of a written notice of the person's resignation from that office;
- (c) another person is appointed by the council to hold that office.

(3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

7. Chairperson, secretary and treasurer of strata company

(1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

(2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

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

8. Meetings of council

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

(2) The council may —

(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or

(c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

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

(4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.

(5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

(6) deleted

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

11. EXEMPTION FROM CERTAIN PROVISIONS OF THE ACT

The strata company will pursuant to section 140(2) of the Strata Titles Act 1985 be exempt from the following provisions/designated functions as per section 140(4) of the Act —

- (a) Section 100(1)(a) Administrative fund
- (b) Section 101 Accounting records and statement of account
- (c) Section 104(1)(b) Minutes of meetings
- (d) Section 104(3)(a) Letterbox
- (e) Section 105(1) Roll to be kept by the strata company

Conduct by-laws

1. Vehicles and parking

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

2. Use of common property

An owner or occupier of a lot must —

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

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not — (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

4. Behaviour of owners and occupiers

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

5. Deleted by 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, a receptacle for garbage;

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

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not —

(a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or

(b) make undue noise in or about the lot or common property; or

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

13. Notice of alteration to lot

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

14. Appearance of lot

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

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

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

16. STRATA COMPANY'S INSURANCE OBLIGATIONS in survey-strata

The strata company will be responsible to insure the common property in the scheme and be insured against damage to property, death, bodily injury or illness to which the strata company could become liable in damages.

The owner of a lot will be responsible at its cost to insure the buildings contained within their lot for building replacement value and any other appropriate insurance cover as required in Section 97 Strata Titles Act.

17. Maintenance Agreement

The owners of Lot 1 will be responsible for the maintenance of and the water supply to the front verge.

The owners of Lots 2 and 3 will be responsible for the maintenance of the garden beside the common property driveway. Lot 3 to allow the water supply to be connected and sourced from their watering system.

Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant 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-laws⁶:

**By-law under planning
(scheme by-laws) condition⁷:**

Exclusive use by-laws⁸:
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰:

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ 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 (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

Executed by _____, in the presence of:

Signed:

Sole Director and Sole Secretary

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

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

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: _____

Signed for and on behalf of¹⁴ _____ in accordance with the *Strata Titles Act 1985* section 118(2):

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



Full Name

Full Name



OFFICE USE ONLY

SB Scheme By-laws

Lodged by:¹⁷ _____

Address: _____

Phone Number: _____

Email Address: _____

Reference Number: _____

Issuing Box Number: _____

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

Prepared by: _____

Address: _____

Phone Number: _____

Email Address: _____

Reference Number: _____

Titles, Leases, Evidence, Declarations etc. lodged
herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹⁷ Lodging Party Name may differ from Applicant Name.



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 SP87705

Scheme Address 9 Maddox Crescent, Melville

Lot Number	Unit Entitlement
1	36
2	31
3	33

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.

26th November 2024

Date

Licensed Valuer Signature

NOTICE OF MEETING

AGENDA

FIRST GENERAL MEETING OF

The Owners of 9 MADDOX CR, MELVILLE SURVEY-STRATA SCHEME 87705
To be held on site at 9 Maddox Crescent, Melville onday the ...th day of
2025
at 6.30 pm

1. Attendance and Proxies

2. Appointment of Chairperson

3. Determine number of council members

4. Election of Council of Owners

5. Special Business

- (a) The strata company resolves by a unanimous decision to accept and minute the hand over of plans by the original owner as required by section 78 of the Strata Titles Act.
- (b) The strata company resolves by a unanimous resolution to require all owners to individually insure their building and contents and to insure against damage to property, death, bodily injury or illness for which they could become liable in damages to an amount of not less than \$10,000,000 as required under Sections 97 STA.
- (c) The strata company resolves by a unanimous decision whether or not to have a common seal.
- (d) The strata company acknowledges that it is governed by the standard schedule 1 and schedule 2 by-laws as well as an additional Schedule 1 by-law number 11 and 2 Schedule 2 by-laws numbered 16 and 17.
- (e) The strata company resolves that no budget at this time is required and therefore no levies will be raised until the developer has sold some or all of the units. The insurance for the common property will be paid by the developer and pro-rata payments made at settlement.
- (f) The strata company resolves by a majority decision to be either self-managed or professionally managed.

6. General business

7. Close of meeting

MINUTES OF FIRST GENERAL MEETING

OF

THE OWNERS OF 9 MADDOX CRESCENT MELVILLE SURVEY-STRATA SCHEME 87705

Held at 9 Maddox Crescent, Melville WA onday theth day of 2025 at 6.30pm

Attendance and Proxies

Appointment of Chairperson

..... was appointed Chairperson

Election of council of owners

ALL owners are to be on the council of owners. Council of Owners to be decided as lots are sold for the time being was elected.

Special Business

- (a) The strata company resolved by a majority decision to accept and minute the handover of plans, any relevant documentation and a copy of the strata plan as required by section 78 of the Strata Titles Act 1985.
- (b) The strata company resolved by unanimous resolution to require, take out or renew insurance for the common property as required under Section 97 STA.
The owner of a lot is responsible for insurance of the kind referred to in Section 97(1)(a) STA. for infrastructure on the lot. The owner of a lot is responsible for insurance of the kind referred to in Section 97(1)(b) STA for damages for which the owner could become liable.
- (c) The strata company resolved to not have a common seal.
- (d) The strata company acknowledged that it is governed by the standard Schedule 1 and Schedule 2 by-laws with an additional Sch 1 by-law added under Section 140(2) STA. and 2 additional schedule 2 by-laws.
- (e) The strata company resolved by unanimous resolution that there is no need for a strata company budget at this stage as the developer has paid for the common property insurance and will be reimbursed on a pro-rate basis on the sale of lots.
- (f) The strata company resolved by a unanimous resolution to be self-managed.

General Business

Close of meeting

The meeting closed at approximately 7 pm