



Strata Information

Unit 41/580 Newcastle Street, West Perth

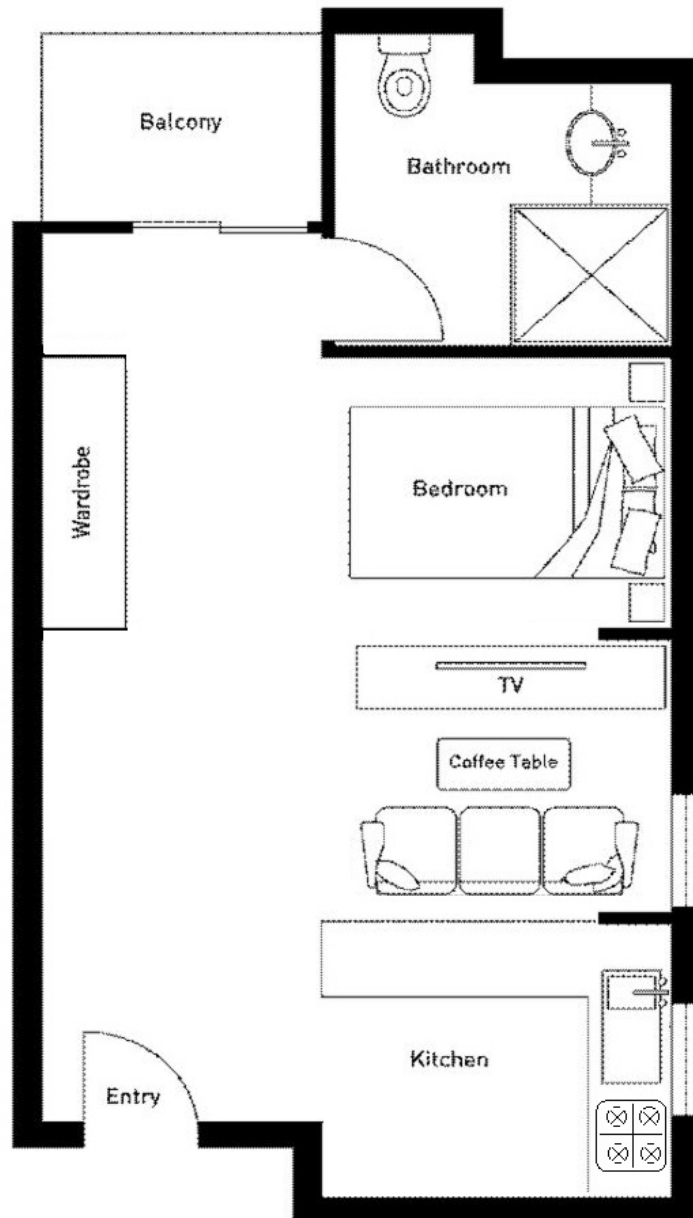
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Summary of Outgoings & Owners Funds		
Council Rates	\$ 1,600.00	per year (estimate)
Water Service	\$ 922.37	per year
Strata Admin	\$ 431.25	per quarter
Strata Reserve	\$ 55.00	per quarter
Total Owners Funds	\$ 131,223.62	as at 31/03/2025

James Yeoman 0400 900 622

Sales Specialist james@kprperth.com.au

Floor Plan

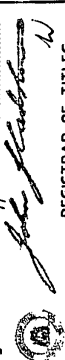



FIFTH STORY UNIT

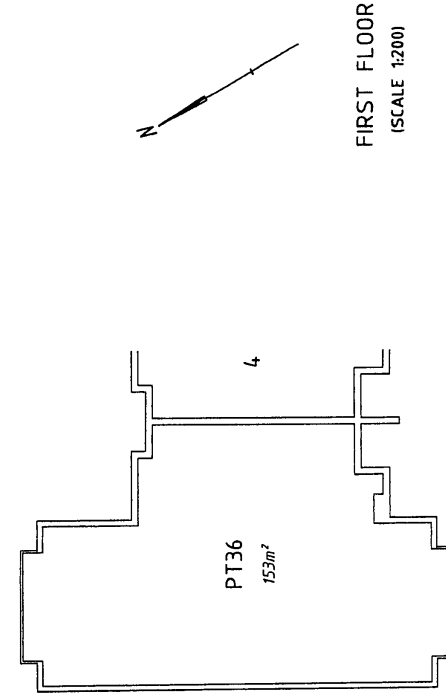
41/580 Newcastle Street

WEST PERTH

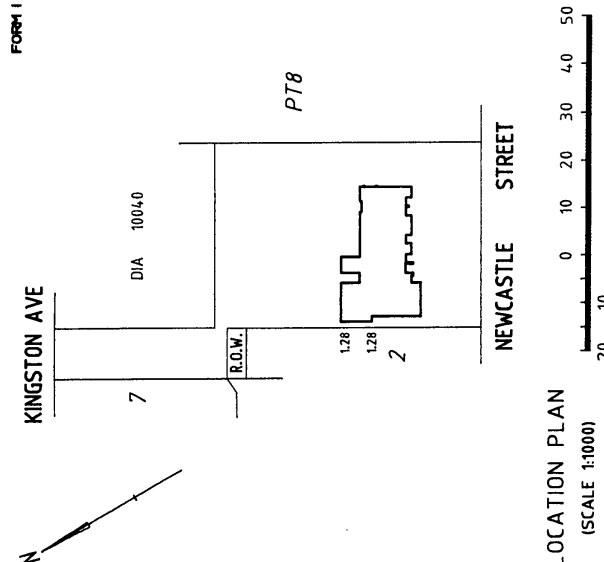
(This floor plan is for information & guidance purposes only / measurements shown are approximate)

STRATA / SURVEY STRATA PLAN 3919		FORM I	
SHEET 1 OF 1 SHEET\$ MANAGEMENT STATEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Lodged 16.7.98 213119 Examined 12.8.98 213119 Registered 3.9.98 App 883468 	REGISTRAR OF TITLES WESTERN AUSTRALIAN PLANNING COMMISSION Certificate of Approval of W.A.P.C. under Section 25B(2) of the Strata Titles Act 1985.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">PLAN OF LOTS 1, 2, 3 AND COMMON PROPERTY ON STRATA PLAN 3919</p> <p>CERT. OF TITLE VOL. 1437 FOL. 601 VOL. 1437 FOL. 602 VOL. 1437 FOL. 603 LOCAL GOVERNMENT TOWN OF VINCENT</p> <p>INDEX PLAN BG34 (2) 12.26</p> <p>FIELD BOOK NUMBER</p> <p>SCALE 1:1000, 1:200</p> <p>NAME OF SCHEME TRELAWNEY</p> <p>ADDRESS OF PARCEL 580 NEWCASTLE STREET WEST PERTH</p> </div> <div style="width: 5%; text-align: center;">  DOLA Department of Land Administration </div> </div>	

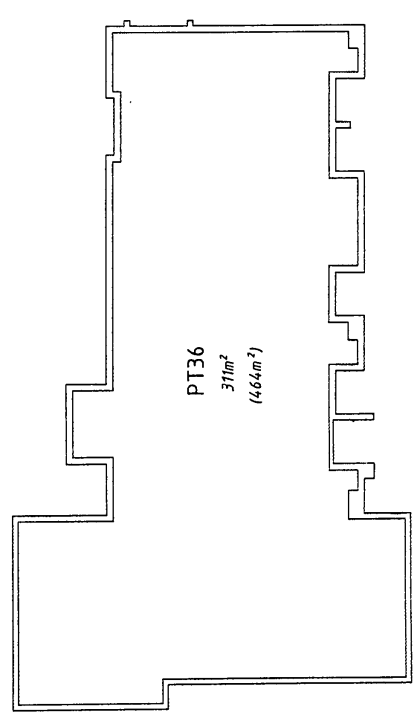
FIRST FLOOR
(SCALE 1:200)




LOCATION PLAN
(SCALE 1:1000)



GROUND FLOOR
(SCALE 1:200)



STRATA PLAN 3919



PETER DRISCOLL & ASSOCIATES PTY LTD
 CONSULTING SURVEYORS
 Suite 7, 237 Stirling Highway, Claremont 6010
 Phone: (08) 9385 1122 Fax: (08) 9384 6688

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

4

69  **Landgate**
www.landgate.wa.gov.au

FORM 5

STRATA PLAN No. 3919

DESCRIPTION OF PARCEL & BUILDING

Lots 1, 2, 3 and common property on Strata Plan 3919 being portion of Trelawney, the address being 580 Newcastle Street, West Perth.

CERTIFICATE OF LICENSED SURVEYOR

I,.....Peter..Stell..Driscoll....., being a licensed surveyor registered under the *Licensed Surveyors Act 1909*, certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan")—

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

(b) each building shown on the plan is within the external surface boundaries of the parcel; or

~~(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel—~~

~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~

~~(ii) the plan clearly indicates the existence of the encroachment and it's nature and extent; and~~

~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~

30 March 1998
.....
Date

.....
Licensed Surveyor

* Delete if inapplicable

FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 3919

DESCRIPTION OF PARCEL & BUILDING

Lots 1, 2, 3 and common property on Strata Plan 3919 being portion of Trelawney, the address being 580 Newcastle Street, West Perth.

CERTIFICATE OF LOCAL GOVERNMENT

Town of Vincent
....., the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

(1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~

(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

~~(3) where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~

(4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

~~*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.~~

9 July 1998
.....
Date

.....
Chief Executive Officer

*Delete if inapplicable

FORM 26

WAPC Ref. No. 179-98

STRATA PLAN No....3919.....

STRATA TITLES ACT 1985

Sections 25(1), 25(4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN
PLANNING COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to—

* (i) the ~~*Strata Plan~~/Plan of Re-Subdivision/~~Plan of Consolidation~~ submitted on: 23 February 1998
and relating to the property described below;

~~* (ii) the sketch submitted on~~
~~of the *proposed subdivision of the property described below into lots on a Strata Plan/~~
~~Re-Subdivision/Consolidation of the lots on the Strata Plan described below, subject to the~~
~~following conditions~~

Property Description: Lot (or Strata Plan) No. 1, 2 & 3 on Strata Plan 3919
(includes common property).....

Location

Locality West Perth

580 Newcastle Street

Local Government Town of Vincent

Lodged by: Peter Driscoll & Associates Pty Ltd

PO Box 415, Cottesloe WA 6011

Date: 18 March 1998




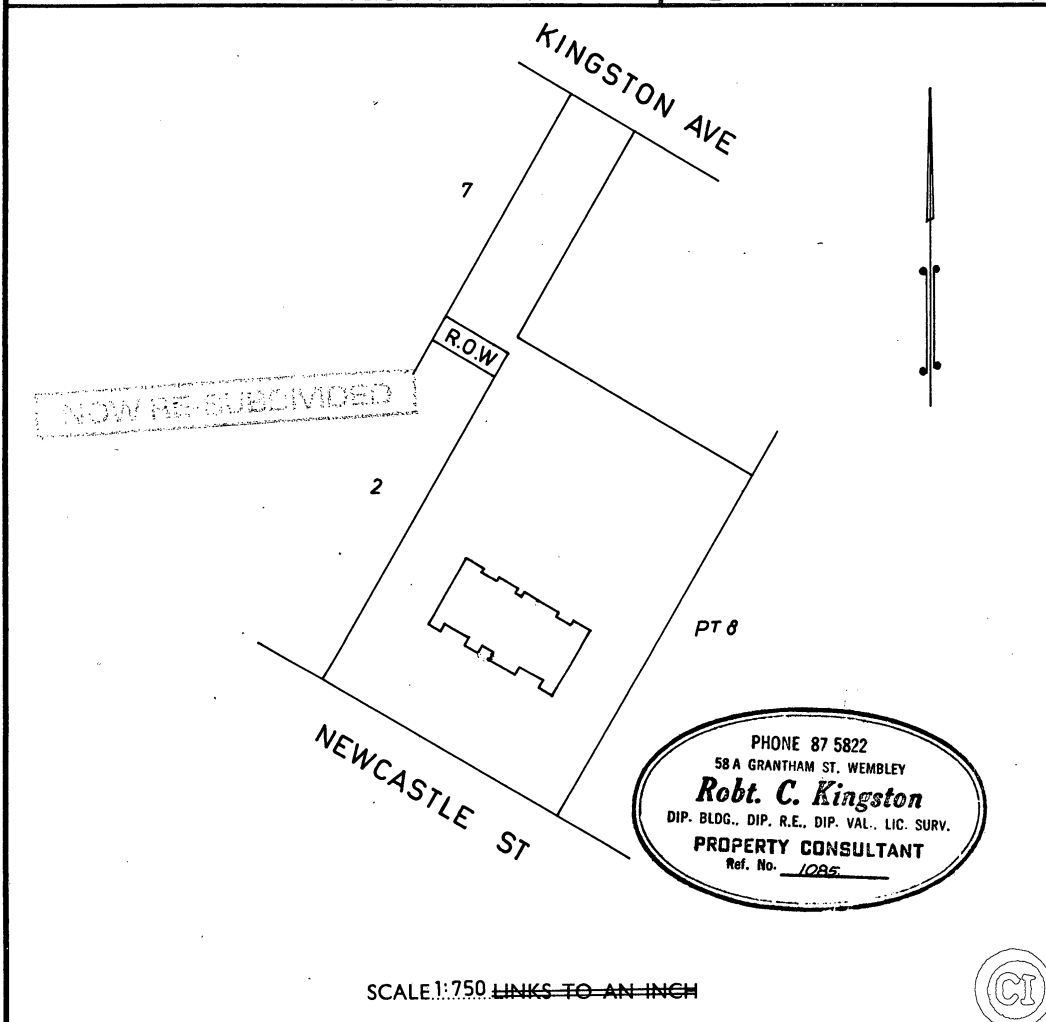
For Chairman, Western Australian
Planning Commission

27 MAR 1998

Date

(*To be deleted as appropriate)

PARCEL OF LAND LOT 13 OF PERTH SUB LOT 174 ON DIA 36574	STRA1
CERTIFICATE OF TITLE: 158/80A	LODGED 1.6.76
LOCAL AUTHORITY CITY OF PERTH	EXAMINED 11/2.6.76
LOCALITY WEST PERTH INDEX PLAN 2183	REGISTERED 2.6.76 App B163023
NAME OF BUILDING TRELAWNEY	 <i>Linborough</i> REGISTRAR OF TITLES
ADDRESS FOR SERVING OF 580 NEWCASTLE ST NOTICES ON COMPANY WEST PERTH	



SCALE 1:750 LINKS TO AN INCH

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY		SURVEYOR'S CERTIFICATE
LOT No.	UNIT ENTITLEMENT	CURRENT Cs. of TITLE		
		VOL.	FOL.	
				I hereby certify that the building shown on the plan is within the external surface boundaries of the parcel and where eaves or guttering project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.
				DATE 17/5/76. LICENSED SURVEYOR.
				APPROVED BY THE TOWN PLANNING BOARD FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966
				25 MAY 1976 DATE..... CHAIRMAN.
AGGREGATE				

SEE ANNEXURE 'A'

83770/9/70-2M-O/MGD

ANNEXURE "A" OF STRATA PLAN No. 3919

SCHEDULE OF UNIT ENTITLEMENT			OFFICE USE ONLY	SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY
			CURRENT Cs. of TITLE			CURRENTCs. of TITLE
LOT No.	UNIT ENTITLEMENT	VOL. FOL.		LOT No.	UNIT ENTITLEMENT	VOL. FOL.
1	4	1437-601		31	1	1437-631, 195-19
2	1	1437-602		32	1	1437-632
3	1	1437-603		33	3	1437-633
4	1	1437-604		34	1	1437-634
5	1	1437-605		35	1	1437-635
6	1	1437-606		AGGREGATE 40		
7	1	1437-607		<div>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</div>		
8	1	1437-608				
9	1	1437-609				
10	1	1437-610				
11	1	1437-611				
12	1	1437-612				
13	1	1437-613				
14	1	1437-614				
15	1	1437-615				
16	1	1437-616				
17	1	1437-617				
18	1	1437-618				
19	1	1437-619				
20	1	1437-620				
21	1	1437-621				
22	1	1437-622				
23	1	1437-623				
24	1	1437-624				
25	1	1437-625				
26	1	1437-626				
27	1	1437-627				
28	1	1437-628				
29	1	1437-629				
30	1	1437-630				

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

David Can

Date 25 MAY 1976

CHAIRMAN.

LOCAL AUTHORITY.....

Date.....

Shire/Town Clerk
SHIRE/TOWN CLERK.

85371/11/70-2M-G124

FORM 3

STRATA PLAN No. 3919

CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

CITY OF PERTH, THE LOCAL AUTHORITY,

HEREBY CERTIFIES THAT:—

- (1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.
- (2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

DESCRIPTION OF BUILDING:—

AN EIGHT STOREY BRICK-WALLED
BLOCK OF HOME UNITS SITUATED
ON LOT 13 OF PERTH SUB. LOT
174 ON DIA. 36574

POSTAL ADDRESS:

580 NEWCASTLE STREET,
WEST PERTH.

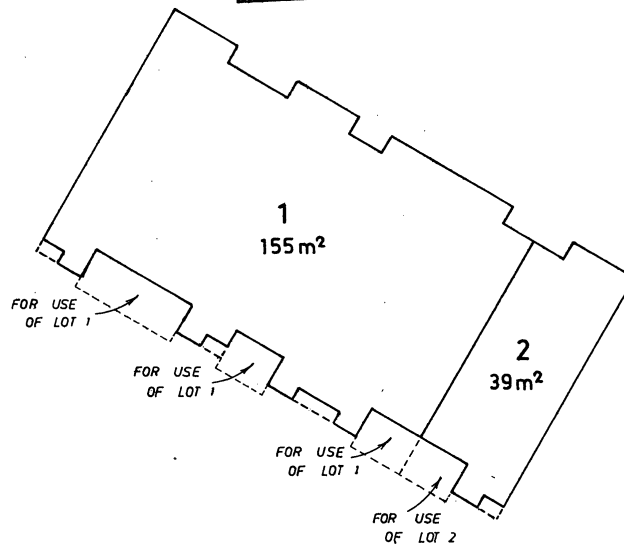
DATE

G. Edwards
SHIRE/TOWN CLERK

62067/1/69-200-F802

GROUND FLOOR

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

DATE 25 MAY 1976

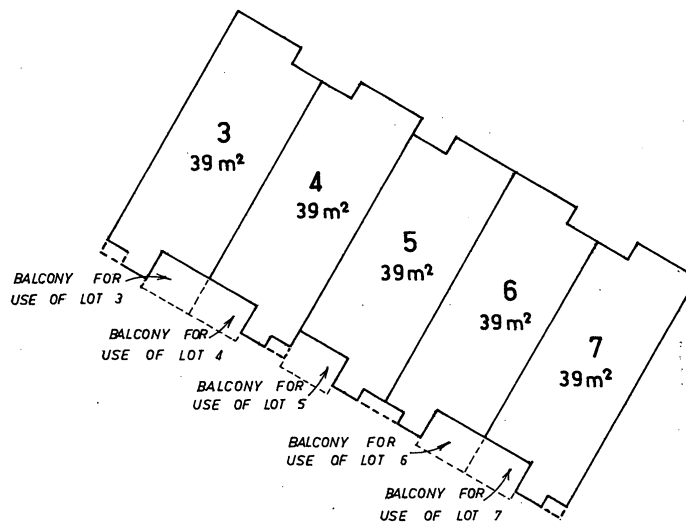
CHAIRMAN

DATE

SHIRE TOWN CLERK

85370/11/70-2M-C397

FIRST FLOOR

SEE FURTHER SHEET OF
PLAN OF RE-SUBDIVISION

SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

25 MAY 1976

DATE

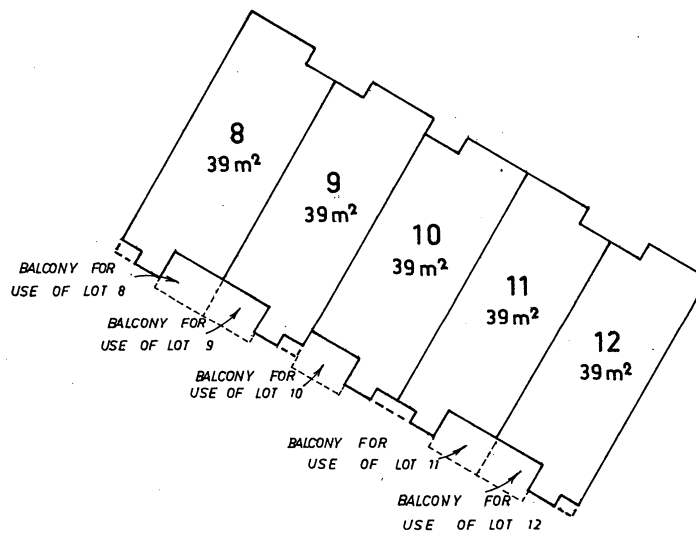
CHAIRMAN

DATE

SHIRE/TOWN CLERK

85370/11/70-2M-C397

SECOND FLOOR



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

DATE

2 MAY 1976

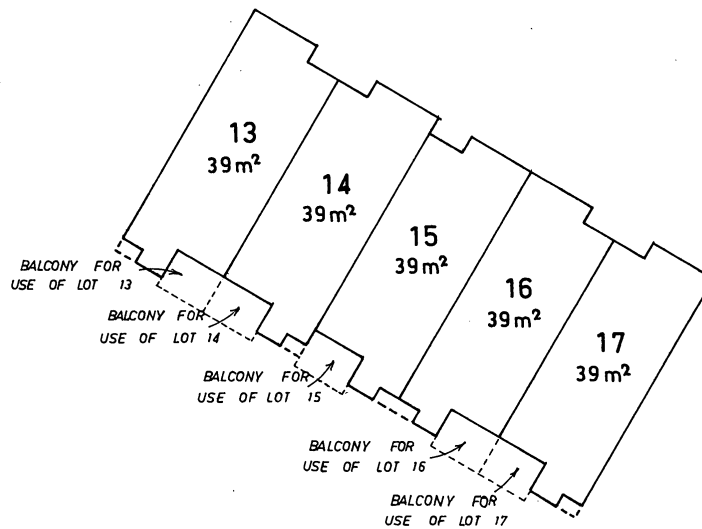
CHAIRMAN

DATE

SHIRE/TOWN CLERK

85370/11/70-3M-C397

THIRD FLOOR



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

25 MAY 1976

DATE

CHAIRMAN

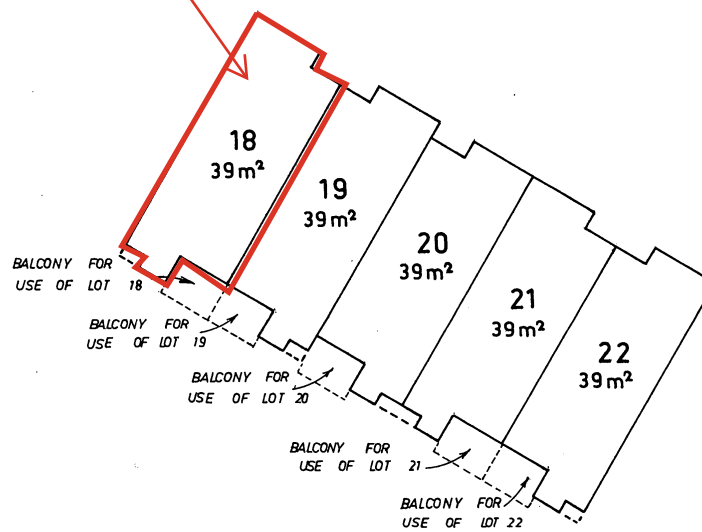
DATE

SHIRE/TOWN CLERK

85370/11/70-2M-C397

FOURTH FLOOR

Unit 41
& Balcony (for the use of)



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD**LOCAL AUTHORITY**

DATE

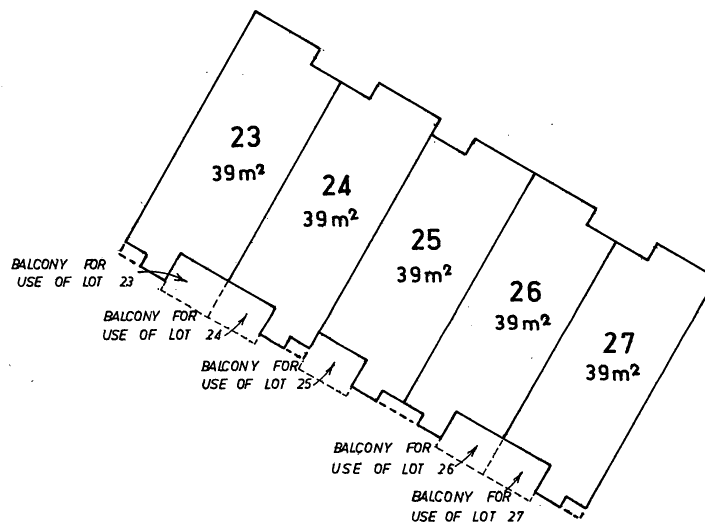
CHAIRMAN

DATE

SHIRE/TOWN CLERK

85370/11/70-2M-C397

FIFTH FLOOR



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

DATE

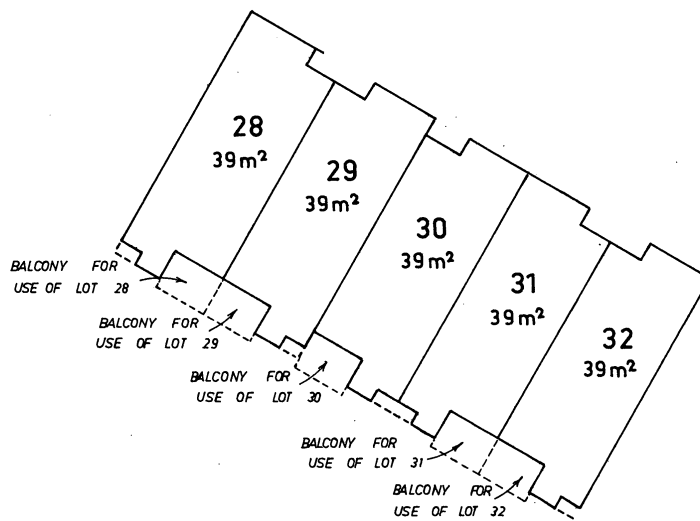
CHAIRMAN

DATE

SURE/TOWN CLERK

85370/11/70-2M-C397

SIXTH FLOOR



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

DATE 25 MAY 1976

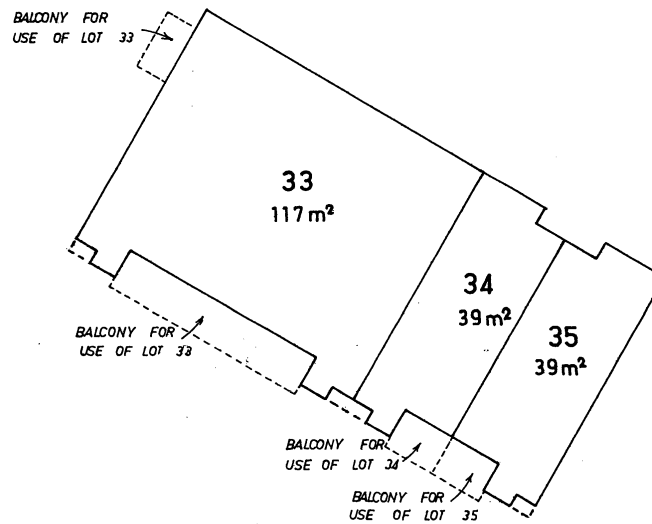
CHAIRMAN

DATE

SHIRE/TOWN CLERK

85370/11/70-2M-C397

SEVENTH FLOOR



SCALE 1:200 FEET TO AN INCH

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

LOCAL AUTHORITY

DATE

CHAIRMAN

DATE

SHIRE/TOWN CLERK

85370/11/70-2M-C397

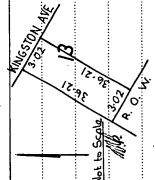
ANNEXURE 'B' OF STRATA PLAN No. 39/9			REGISTRAR OF TITLES		
SCHEDULE OF REGISTERED PROPRIETORS					
REGISTERED PROPRIETOR		INSTRUMENT		SIGNATURE OF REGISTRAR OF TITLES	
NATURE	NUMBER	REGIST'D			
Application	G893468	3.9.08			
Notification	K580066	29.4.08			
Notification	K612058	30-05-08			
Notification	K612052	30-05-08			
Re-Subdivision of Strata Lots 1,2 & 3 into Lot 36 and common property.					
The address for serving of notices on the Strata Company is 121 Walcott street, Mount Lawley					
Notification of change of by-laws					
Notification of change of by-laws					

Re-Subdivision of Strata Lots 1, 2 & 3 into Lot 36 and common property.

The address for serving of notices on the Strata Company is 121 Walcott street, Mount Lawley

Notification of change of by-laws

Notification of change of by-laws

SCHEDULE OF ENCUMBRANCES, ETC.				
INSTRUMENT	PARTICULARS	REGIST'D	SIGNATURE OF REGISTRAR OF TITLES	CANCELLATION
NATURE	NUMBER			
Transfer	3651/1902			
	 <p>A right of carriage over the portion of the lot and the margin as set out in the said transfer is granted to the proprietor or proprietors for the time being of Lots 1, 2 and 7 on Plan 825.</p>			
Notification	L050286	24.08.09		
	Notification of change of By-Laws.			

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

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

K612052 AE

30 May 2008 08:00:00 Midland



REG \$ 85.00

12.
3919

LODGED BY

AUSTRALIA MANAGEMENT SERVICES

ADDRESS

121 WILCOX ST. MOUNT LARAMIE.

W46050

PHONE No.

9227 8966

FAX No.

9227 5519

REFERENCE No.

3919 999L

ISSUING BOX No.

PREPARED BY

AUSTRALIA MANAGEMENT SERVICES

ADDRESS

121 WILCOX ST. MOUNT LARAMIE.

W46050

PHONE No. 9227 8966

FAX No. 9227 5519

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN
LODGING PARTY

111

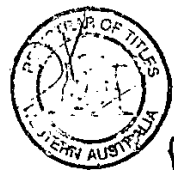
TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <i>em</i>

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

checked by share white pp



FORM 21
BLANK INSTRUMENT FORM

(Note 1)

NOTIFICATION OF CHANGE OF BY-LAWS
STRATA TITLES ACT 1985
SECTION 42

The Owners of TRELAWNEY Strata Plan No. 3919 hereby certify : -


: that by Resolution Without Dissent duly passed at a meeting of the Strata Company on the 22 April 2008 which became unconditional on the 20 May 2008 the By-Laws in Schedule 1 to the Act

as they applied to the Strata Company, were AMENDED as follows: -

BY-LAW 12(3)

Twenty Five percent (25%) of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

The Common Seal of the Owners of TRELAWNEY Strata Plan 3919 was hereunto affixed on the 28 day of May 2008.

in the presence of  Council Member

in the presence of  Council Member





OFFICE USE ONLY
P248539 SB
12 Aug 2022 11:06:21 Perth

[SB] Scheme By-laws – First Consolidation

Lodged by:¹¹ Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1169446
Issuing Box Number: 99A

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

Prepared by: Lavan
Address: Level 18, 1 William Street
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Fax Number: + 61 8 9288 6001
Reference Number: 1169446

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. Written consent letters of owners of special lots
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 1-7

Landgate Officer Initial: AS

¹¹ Lodging Party Name may differ from Applicant Name.
Version 2

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

Scheme By-laws – First Consolidation

Strata Titles Act 1985
Part 4 Division 4

Scheme Number: **3919**

The Owners of¹ **Trelawney Strata Scheme 3919** (strata company):

Part 1 – First Consolidation

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

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

Part 2 – Application to Amend

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

and certifies that:

By resolution without dissent, the voting period for which opened on **12/05/2022** and closed on **9/06/2022** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☐ **amendments/** ☐ **repeal**² to the Governance by-laws were made as detailed here.

Schedule 1 – By-law 11 be amended as follows:

11 Exclusive Use of Carports

11.1 In this by-law:

- 11.1.1 **Carport** means that area of the common property identified on the Exclusive Use Plan as "CARPORT" being for the exclusive use and enjoyment of the owner or occupier of that respective lot;
- 11.1.2 **Exclusive Use Plan** means the exclusive use plan attached at Annexure A; and
- 11.1.3 **Strata Plan** means strata plan 3919.

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 Select one.

- 11.2 Each owner has an exclusive right to use the Carport for their respective lot shown on the Exclusive Use Plan.
- 11.3 An owner must:
- 11.3.1 keep the Carport neat and tidy;
 - 11.3.2 only use the Carport to park a licensed motor vehicle or motorbike;
 - 11.3.3 at its own cost, keep in good and serviceable repair and properly maintain the Carport in proper working order;
 - 11.3.4 obtain the prior written approval of the strata company to keep in its Carport a:
 - (a) campervan;
 - (b) trailer;
 - (c) caravan;
 - (d) boat; or
 - (e) commercial truck
 - 11.3.5 not erect or carry out any improvements in the Carport unless they have obtained the prior written approval of the strata company; and
 - 11.3.6 not apply to the Western Australian Planning Commission, the local government or any other statutory authority for a change of use or occupancy of the Carport.
- 11.4 An owner may permit an occupier of their lot to use the Carport provided that occupier:
- 11.4.1 keeps the Carport neat and tidy; and
 - 11.4.2 only uses the Carport to park a licensed motor vehicle;
- 11.5 The grant of exclusive use shall be continuous until the termination of the Strata Plan or until this by-law is repealed by a resolution without dissent and such repeal is registered on the Strata Plan.

Schedule 1 by-law 12 be added as follows

12 Financial year

- 12.1 The financial year for the strata company is the period of 12 months ending on 31 March.

Schedule 1 by-law 13 be added as follows

13 Electronic Ballot for council member election

- 13.1 A ballot for the election of members of the council referred to in by-law 5(5) may be conducted by electronic means.
- 13.2 Owners are permitted to submit votes to elect council members by electronic means as determined by the chairperson of the annual general meeting.

Version 2

Page 2 of

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



Schedule 1 by-law 14 be added as follows:

14 Meeting of the council of the strata company

14.1 The council of the strata company (**Council**) may, unless otherwise agreed by the members of the Council, conduct Council meetings by:

- 14.1.1 telephone;
- 14.1.2 audio-visual link;
- 14.1.3 or any other agreed means of electronic communication;
- 14.1.4 or any combination of the agreed methods,

by which continuous communication is maintained between those members of the Council that constitutes a quorum under these by-laws.

☐ and / ☐ or²

By special resolution, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months from closing date) the ☐ additions/ ☐ amendments/ ☐ repeal² to the Conduct by-laws were made as detailed here.

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



Part 3 – Consolidated By-laws of Scheme Number: 3919

Governance By-Laws

1 Duties of owner

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

2 Power of strata company regarding submeters

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

3 Constitution of council

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

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

4 Election of council at general meeting

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

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

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

5 Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person —
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens —
 - (a) the person ceases to be a member of the council under by-law 3(7);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 3(7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

6 Chairperson, secretary and treasurer of strata company

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

7 Meetings of council

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

8 Powers and duties of secretary of strata company

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

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9 Powers and duties of treasurer of strata company

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

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

BY-LAW 10- Recovery of Costs by Strata Company

Recovery of costs by Strata Company.

- 1.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:
 - 1.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
 - 1.1.2 legal costs on an indemnity basis; and
 - 1.1.3 debt recovery agency's costs;are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.
- 1.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 1.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom

the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.

- 1.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 1.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 1.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

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

11 Exclusive Use of Carports

11.1 In this by-law:

11.1.1 **Carport** means that area of the common property identified on the Exclusive Use Plan as "CARPORT" being for the exclusive use and enjoyment of the owner or occupier of that respective lot;

11.1.2 **Exclusive Use Plan** means the exclusive use plan attached at Annexure A; and

11.1.3 **Strata Plan** means strata plan 3919.

11.2 Each owner has an exclusive right to use the Carport for their respective lot shown on the Exclusive Use Plan.

11.3 An owner must:

11.3.1 keep the Carport neat and tidy;

11.3.2 only use the Carport to park a licensed motor vehicle or motorbike;

11.3.3 at its own cost, keep in good and serviceable repair and properly maintain the Carport in proper working order;

11.3.4 obtain the prior written approval of the strata company to keep in its Carport a:

(a) campervan;

(b) trailer;

(c) caravan;

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

- (d) boat; or
 - (e) commercial truck
- 11.3.5 not erect or carry out any improvements in the Carport unless they have obtained the prior written approval of the strata company; and
- 11.3.6 not apply to the Western Australian Planning Commission, the local government or any other statutory authority for a change of use or occupancy of the Carport.
- 11.4 An owner may permit an occupier of their lot to use the Carport provided that occupier:
 - 11.4.1 keeps the Carport neat and tidy; and
 - 11.4.2 only uses the Carport to park a licensed motor vehicle;
- 11.5 The grant of exclusive use shall be continuous until the termination of the Strata Plan or until this by-law is repealed by a resolution without dissent and such repeal is registered on the Strata Plan.

Conduct By-Laws

1 Vehicles and parking

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

2 Use of common property

An owner or occupier of a lot must —

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

3 Damage to lawns etc. on common property

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

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

4 Behaviour of owners and occupiers

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

5 Depositing rubbish etc. on common property

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

6 Drying of laundry items and signage

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

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

7 Storage of inflammable liquids etc.

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

8 Moving furniture etc. on or through common property

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

9 Floor coverings

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

10 Garbage disposal

An owner or occupier of a lot must —

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

11 Additional duties of owners and occupiers

An owner or occupier of a lot must not —

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

12 Notice of alteration to lot

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

13 Appearance of lot

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

14 Decoration of, and affixing items to, inner surface of lot

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

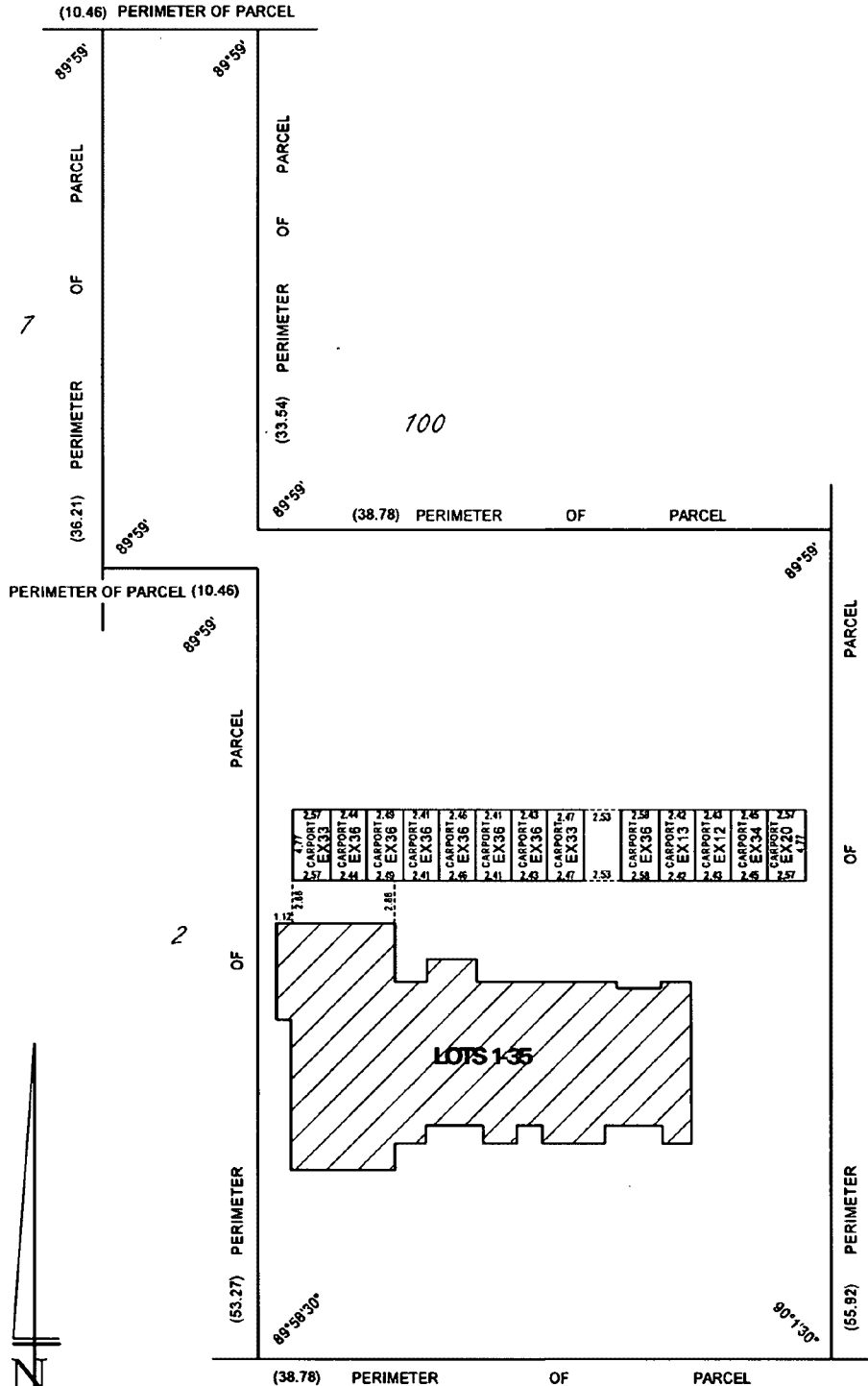
**EXCLUSIVE USE
STRATA PLAN 3919
LOT 1 ON DIAGRAM 58611
(#580) NEWCASTLE STREET, WEST PERTH**

ALL THE AREAS NUMBERED ON THE
SKETCH ARE FOR THE EXCLUSIVE USE
OF THE CORRESPONDING NUMBERED STRATA LOT

PLAN "A"

ALL ANGLES 90° UNLESS OTHERWISE NOTED
Ex is "for exclusive use"
J/N: 422360

KINGSTON AVENUE



SCALE 1:300

NEWCASTLE STREET

**COTTAGE & ENGINEERING
SURVEYS**
Suite 3 219 Ordway St ENTONPK
Ph (08) 9381 6211 Fax (08) 9382 2303
J/N 422360 (17/8/2017)

Part 4 – By-laws of Significance

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

By-law number(s)

Staged subdivision by-laws³: **Not applicable**

By-law under planning
(scheme by-laws) condition⁴: **Not applicable**

Exclusive use by-laws⁵:
(existing and new) **Schedule 1 by-law 11
(existing)**

³ Refer *Strata Titles Act 1985* section 42.

⁴ Refer *Strata Titles Act 1985* section 22.

⁵ Refer *Strata Titles Act 1985* section 43.



Part 5 – Attachments

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

⁶ Refer to section 3(1) of the Act for the meaning of designated interest.
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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





Approved Form 2020-43914
Effective for use from: 15/06/2022

SB

Part 6 – Execution

1. Common Seal⁷

Date of Execution: 8/8/2022

The common seal of⁸

The Owners of Trelawney Strata Scheme 3919

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



Member of Council⁹:

Signature

Full Name

Member of Council⁹:

Signature

Full Name

OR

2. No Common Seal⁷

Date of Execution: _____

Signed for and on behalf of⁸ **The Owners of Trelawney Strata Scheme 3919** in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☐ Strata Manager of strata company¹⁰:

☐ Member of Council / ☐ Strata Manager of strata company¹⁰:

Signature

Full Name

Signature

Full Name

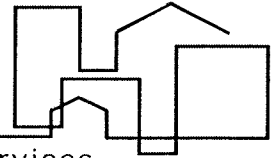
⁷ See SIG-14 for execution of documents by a strata company.

⁸ 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.

⁹ The common seal must be witnessed by 2 members of council.

¹⁰ Select whichever is applicable.





The Owners of Strata Scheme 3919
Trelawney
580 Newcastle Street
WEST PERTH WA 6005

Minutes of the Annual General Meeting of The Owners of Strata Scheme 3919 held on the 14/05/2025 at the office of All Strata Management Services, 121 Walcott Street Mount Lawley and via Zoom at 04:30 PM.

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
5	13	Yes	Noelle Armstrong Represented by David Brewster
7	15	Yes	Aaron L Magno
12	25	Yes	Aaron Magno
18	41	Yes	Christine Mcivor Represented by The Strata Manager
20	43	Yes	Edite Betags Represented by The Strata Manager
24	52	Yes	Lynne F Cuevas Via Zoom
31	64	Yes	David Brewster
32	65	Yes	Michael Wyatt & Irene Day Represented by Michael Wyatt via Zoom
35	72	Yes	Damon Pavlos
33	85	Yes	David J Brewster
36		Yes	DND Properties Pty Ltd, Richard Eadie Represented by Donald Ritchie via Zoom

AGENT MANAGER

Cherith Pettitt-Jones - Managing Director - All Strata Management Services

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

1 TIME MEETING COMMENCED

Cherith Pettitt-Jones confirmed that in accordance with Section 130(3) the meeting could not commence at the appointed time of 04:30 PM due to there not being persons present in person or by proxy who were entitled to cast the votes attached to 50% of the lots in the scheme.

Therefore the meeting commenced 30 minutes later, being 05:00 PM and proceeded to business.

2 APPOINTMENT OF MEETING CHAIRPERSON

Resolved that Cherith Pettitt-Jones be elected as chairperson of the general meeting.

Proxies held by the Chair and/or All Strata Management Services will vote with the majority of the meeting where specific instructions have not been received.

3 MINUTES (ANNUAL GENERAL MEETING)

Resolved that the minutes of the previous annual general meeting held on **09/05/2024** of The Owners of Strata Scheme 3919 be confirmed as an accurate record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **31/03/2025** as included within the notice of meeting be accepted.

5 INSURANCE POLICY DETAILS

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

Policy No.869171W
CHU
Type : Residential Strata

Premium : \$16,676.56 Paid on : 11/06/2024 Start : 30/06/2024 Next due : 30/06/2025

Cover	Sum Insured	Excess	Notes
Building	\$10,020,705.00	\$2,000.00	\$2,000.00 Unoccupancy
Common Contents	\$13,525.00		
Loss of Rent/Temp Accommodation	\$1,503,105.00		
Liability	\$10,000,000.00	\$0.00	
Voluntary Workers	\$200,000.00/\$2,000.0	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Government Audit Expenses	\$25,000.00	\$0.00	
Appeal Expenses - C.P. H & S	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners Fixtures&Improvements	\$250,000.00	\$0.00	
Flood Cover	Included	\$0.00	

Policy No.3411452GWC
QBE Insurance
Type : Workers Compensation

Premium : \$355.50 Paid on : 11/06/2024 Start : 30/06/2024 Next due : 30/06/2025

Cover	Sum Insured	Excess	Notes
Workers Compensation	Selected	\$0.00	

Commission paid on this policy was **\$2,729.20** and the last valuation was completed on **24/05/2023** and noted a replacement value of **\$9,728,840.00**.

6 INSURANCE COVERAGE

Resolved that pursuant to Section 97 of the Strata Titles Act 1985, the Strata Company agree to the following for the current and future insurance policy;

- a. That the public liability be increased to \$20,000,000.00 mid-term.

Public Liability

Covers third party property damage and personal injury legal costs which the strata are liable for.

- a. That All Strata Management Services to empowered to obtain a quote to add Machinery Breakdown for the amount deemed appropriate after All Strata Management Services enquires with Schindler Lifts details of the lift Motor and if necessary to insure to the policy and forward to the Council of Owners for consideration and instruction.

Machinery Breakdown

Insures against physical damage to electrical, hydraulic and mechanical items e.g. lifts, elevators and chiller units - cover does not extend to wear and tear/failure due to lack of maintenance.

- a. That All Strata Management Services to empowered to obtain a quote to add Catastrophe Cover to the policy and forward to the Council of Owners for consideration and instruction.

Catastrophe

Covers escalation of rebuilding costs that occur due to catastrophic events e.g. Storm, Cyclone, Flood.

7 BUILDING INSURER

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees to the following for the 2025-2026 policy;

- a. That All Strata Management Services be empowered to obtain terms from the current insurer; and
- b. That All Strata Management Services be empowered to obtain a quote from Allianz (Strata Community Insurance) prior to renewal; and

- c. That All Strata Management Services be empowered to engage an Insurance Broker who will be empowered to obtain quotes from other strata insurers prior to renewal; and
- d. That the Council be empowered to choose a preferred quote from either the current insurer, Allianz (Strata Community Insurance) or sourced by the Brokers.

Note:

Resolve that **the Strata Manager** be authorised to instruct and assist the Strata Company's nominated insurer/Broker to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Council of Owners. FURTHER, resolve that **the Strata Manager** forward the valuation (if applicable) and insurance quotations, including the written advice and disclosure summary to the Council of Owners for consideration. In the event that **the Strata Manager** receives no response from the Council of Owners within 5 business days prior to the expiry of the insurance policy, to ensure that the Strata Company continues to hold insurance that meets the requirements of Section 97(1)(a) of the Act, **the Strata Manager** is to be given authorisation to place the insurance for the forthcoming policy year.

Note: In the event the Council of Owners fails to provide instruction then the insurance will be placed in accordance with the Brokers recommendation.

All Strata Management Services is an Authorised Representative of Corporate Home Underwriting Agencies Pty Ltd (CHU) and Body Corporate Brokers Pty Ltd. (BCB) and have a Distribution Agreement with Strata Community Insurance (SCI), and PSC Property Lync Insurance Brokers and a Referral Agreement with McLardy McShane Partners Pty Ltd (Licensee), Adapt Risk Solutions Pty Ltd (Corporate Authorised Representative).

8 BUILDING SUM INSURED

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 to the following for the 2025-2026 policy;

- a. That the insurance policy be renewed at the suggested building sum insured provided by the current insurer.

Note:

Your Strata Company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) (" Act") and Section 97 sets out the full insurance requirements. These requirements are insured under the current policy.

The Sum Insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.

In the case of public liability risks the minimum amount under the Act is \$10 million. Many Strata Companies now insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.

We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 1981 and your Strata Company has insured against such a risk.

In addition to the compulsory insurances required under the Act, a Strata Company also has other risks it should consider covering because of its financial or legal responsibilities for which it may become liable. The strata company has the discretionary power to insure for other risks such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, and proprietors fixtures and improvements.

GENERAL ADVICE WARNING

The above information is not personal advice. This advice is general only.

9 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

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

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

Lot 12 No 25	Aaron Magno
Lot 33 No 85	David Brewster
Lot 36	DND Properties Pty Ltd (Represented by Donald Ritchie)

and

That **all** members of the Council appointed to receive the financial reports.

10 UPDATE 10 YEAR PLAN

- a. Resolved that the 10 year plan prepared by Oban Group dated 19/09/2020 be revised as required by

- Section 100 (2A) (a)(iii); and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
- c. That All Strata Management be instructed to obtain quotations for the review of the plan; and
- d. That the Council be empowered to choose a preferred quote.

Note:

In accordance with Section 100(2A) (a) (iii) a strata scheme with 10 or more lots or insured for more than \$5,000,000.00 must ensure -

- (a) that there is a 10 year plan that sets out;
 - (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan.
 - (ii) the estimated costs for the maintenance, repairs, renewal or replace; and
 - (iii) other information required to be included by the regulations and
- (b) **that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.**

11 PEST CONTROL

Resolved that the Strata Company which previously approved the recommendation of pest control (Spider Treatment) to be carried out annually (February) as preventative maintenance and pursuant to Section 102 of the Strata Titles Act 1985, agrees that this is be carried out again for the following year.

Further resolved that the Strata Company proceed with the recommendation to arrange termite barrier treatment, All Strata Management Services to obtain quotes to progress to the Council of Owners for consideration.

12 BUDGET

The proprietor of Lot 36 stated that he was not in support of the budget being reduced.

On a show of hands 7 were for adopting the budget with the lowering of the administration levies and one against, therefore the statement of estimated receipts and payments (budget) was adopted.

13 ADMINISTRATIVE FUND CONTRIBUTIONS GST

Resolved that contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$75,900.00 including GST**; and

That contributions be due and payable as follows;

\$531.25 per unit entitlement due in advance on the 01/04/2025; and
 \$331.25 per unit entitlement due in advance on the 01/07/2025, and
 \$431.25 per unit entitlement due in advance on the 01/10/2025, and
 \$431.25 per unit entitlement due in advance on the 01/01/2026; and

*Levy Adjusted for decrease in Levy due 01/04/2025

New financial year

\$431.25 per unit entitlement due in advance on the 01/04/2026.

and every quarter thereafter until the next Annual General Meeting.

14 RESERVE FUND CONTRIBUTIONS GST

Resolved that contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$9,680.00 including GST**; and

That contributions be due and payable as follows;

\$55.00 per unit entitlement due in advance on the 01/04/2025; and
 \$55.00 per unit entitlement due in advance on the 01/07/2025, and
 \$55.00 per unit entitlement due in advance on the 01/10/2025, and
 \$55.00 per unit entitlement due in advance on the 01/01/2026; and

New financial year

\$55.00 per unit entitlement due in advance on the 01/04/2026.

and every quarter thereafter until the next Annual General Meeting.

15 OTHER BUSINESS

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

ITEMS OF DISCUSSION

PETS

The proprietor of Lot 24 No 52 queries whether pets were permitted to be kept on the lot, The meeting advised they were allowed providing they did not cause a nuisance

Post Meeting

Schedule 2 Conduct By-law 11 (c) states An Owner or Occupier of a lot must not keep animals on the lot or the common property after notice in that behalf given to that person by the council.

LOT 23 No 51

The proprietor of Lot 24 No 52 advised the meeting that the disturbance being caused by the occupant of No 51 continues. Cherith Pettitt-Jones confirmed that a breach notice had been issued and that the Owner of No 51 and requested that the Owner of No 52 continue to log the incidents and provide evidence to the office of All Strata Management Services so that this can be progress to the Owner of No 51.

Post Meeting

A breach notice was issued on the 15th April for disturbance that occurred between 1 March and 12 April.

16 CLOSURE

Resolved that with no further business, Cherith Pettitt-Jones thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 5:45 PM .

Income & Expenditure Statement for the financial year to 31/03/2025

The Owners of Strata Scheme 3919

Trelawney, 580 Newcastle Street, WEST PERTH WA
6005

Administrative Fund

	Current period 01/04/2024-31/03/2025	Annual budget 01/04/2024-31/03/2025	Variance (\$)
Revenue			
Electricity Income	17,233.89	19,000.00	(1,766.11)
Gas Income	4,184.39	5,000.00	(815.61)
Interest on Arrears--Admin	176.15	0.00	176.15
Levies Due--Admin	84,999.44	85,000.00	(0.56)
Recovery--Legal Fees	1,756.16	0.00	1,756.16
Recovery--Owner	143.18	0.00	143.18
Remotes/Key purchase	190.91	0.00	190.91
<i>Total revenue</i>	<u>108,684.12</u>	<u>109,000.00</u>	<u>(315.88)</u>
Less expenses			
Admin--Additional Duties - ASMS	746.66	800.00	(53.34)
Admin--Agent Disburst-- Contract	1,750.80	1,750.08	0.72
Admin--BAS and IAS Lodgment - Accountant	290.92	320.00	(29.08)
Admin--Company Tax Return - Accountant	90.91	100.00	(9.09)
Admin--Legal & Debt Collection Fees	1,786.16	0.00	1,786.16
Admin--Management Fees--Standard	7,950.00	7,950.00	0.00
Admin--Meeting Fee	160.00	160.00	0.00
Admin--Owner Recovery Charges	18.18	0.00	18.18
Admin--Utility Account Preparation	600.00	720.00	(120.00)
Insurance--Premiums	15,601.96	16,000.00	(398.04)
Maint Bldg--Cleaning	4,680.00	5,000.00	(320.00)
Maint Bldg--Electrical	1,168.25	3,000.00	(1,831.75)
Maint Bldg--Fire Protection	2,292.35	3,000.00	(707.65)
Maint Bldg--General Repairs	3,851.89	15,000.00	(11,148.11)
Maint Bldg--Insurance Repairs	0.00	2,000.00	(2,000.00)
Maint Bldg--Lift Maintenance	0.00	2,000.00	(2,000.00)
Maint Bldg--Owner Recovery Invoices	125.00	0.00	125.00
Maint Bldg--Pest Control	500.00	2,000.00	(1,500.00)
Maint Bldg--Plumbing & Drainage	1,973.24	5,000.00	(3,026.76)
Maint Bldg--Work, Health & Safety Report	0.00	1,500.00	(1,500.00)
Maint Grounds--Lawns & Gardening	4,950.20	5,500.00	(549.80)
Maint Grounds--Tree Lopping/Removal	0.00	2,000.00	(2,000.00)
Utility--Electricity Sub Meters	19,363.16	22,000.00	(2,636.84)
Utility--Gas Sub Meter	4,638.86	6,000.00	(1,361.14)

Administrative Fund

	Current period	Annual budget	Variance
	01/04/2024-31/03/2025	01/04/2024-31/03/2025	(\$)
Utility--Sub Meter Readings	4,291.30	4,000.00	291.30
Utility--Water & Sewerage	8,484.01	6,000.00	2,484.01
<i>Total expenses</i>	85,313.85	111,800.08	(26,486.23)
Surplus/Deficit	23,370.27	(2,800.08)	26,170.35
Opening balance	87,925.16	87,925.16	0.00
Closing balance	\$111,295.43	\$85,125.08	\$26,170.35

Sinking Fund

	Current period	Annual budget	Variance
	01/04/2024-31/03/2025	01/04/2024-31/03/2025	(\$)
Revenue			
Interest on Arrears--Reserve Fund	18.23	0.00	18.23
Levies Due--Reserve Fund	8,800.00	8,800.00	0.00
<i>Total revenue</i>	8,818.23	8,800.00	18.23
Less expenses			
<i>Total expenses</i>	0.00	0.00	0.00
Surplus/Deficit	8,818.23	8,800.00	18.23
Opening balance	72,846.63	72,846.63	0.00
Closing balance	\$81,664.86	\$81,646.63	\$18.23

Proposed Budget to apply from 01/04/2025

The Owners of Strata Scheme 3919

Trelawney, 580 Newcastle Street, WEST PERTH WA
6005

Administrative Fund			
	Proposed budget	Actual 01/04/2024-31/03/2025	Previous budget
Revenue			
Electricity Income	19,000.00	17,233.89	19,000.00
Gas Income	5,000.00	4,184.39	5,000.00
Interest on Arrears--Admin	0.00	176.15	0.00
Levies Due--Admin	69,000.00	84,999.44	85,000.00
Recovery--Legal Fees	0.00	1,756.16	0.00
Recovery--Owner	0.00	143.18	0.00
Remotes/Key purchase	0.00	190.91	0.00
Total revenue	93,000.00	108,684.12	109,000.00
Less expenses			
Admin--Additional Duties - ASMS	1,000.00	746.66	800.00
Admin--Agent Disburst-- Contract	1,800.00	1,750.80	1,750.08
Admin--BAS and IAS Lodgment - Accountant	320.00	290.92	320.00
Admin--Company Tax Return - Accountant	100.00	90.91	100.00
Admin--Legal & Debt Collection Fees	0.00	1,786.16	0.00
Admin--Management Fees--Standard	8,400.00	7,950.00	7,950.00
Admin--Meeting Fee	160.00	160.00	160.00
Admin--Owner Recovery Charges	0.00	18.18	0.00
Admin--Utility Account Preparation	720.00	600.00	720.00
Insurance--Premiums	18,500.00	15,601.96	16,000.00
Maint Bldg--Cleaning	5,000.00	4,680.00	5,000.00
Maint Bldg--Electrical	3,000.00	1,168.25	3,000.00
Maint Bldg--Fire Protection	3,000.00	2,292.35	3,000.00
Maint Bldg--Five Year Review of 10 Year Plan	3,000.00	0.00	0.00
Maint Bldg--General Repairs	15,000.00	3,851.89	15,000.00
Maint Bldg--Insurance Repairs	2,000.00	0.00	2,000.00
Maint Bldg--Lift Maintenance	6,000.00	0.00	2,000.00
Maint Bldg--Lift--Repairs	2,000.00	0.00	0.00
Maint Bldg--Owner Recovery Invoices	0.00	125.00	0.00
Maint Bldg--Pest Control	2,000.00	500.00	2,000.00
Maint Bldg--Plumbing & Drainage	5,000.00	1,973.24	5,000.00
Maint Bldg--Work, Health & Safety Report	1,500.00	0.00	1,500.00
Maint Grounds--Lawns & Gardening	5,500.00	4,950.20	5,500.00

The Owners of Strata Scheme 3919

Trelawney, 580 Newcastle Street, WEST PERTH WA
6005

Maint Grounds--Tree Lopping/Removal	10,000.00	0.00	2,000.00
Utility--Electricity Sub Meters	22,000.00	19,363.16	22,000.00
Utility--Gas Sub Meter	6,000.00	4,638.86	6,000.00
Utility--Sub Meter Readings	4,500.00	4,291.30	4,000.00
Utility--Water & Sewerage	8,000.00	8,484.01	6,000.00
<i>Total expenses</i>	<u>134,500.00</u>	<u>85,313.85</u>	<u>111,800.08</u>
Surplus/Deficit	<u>(41,500.00)</u>	<u>23,370.27</u>	<u>(2,800.08)</u>
Opening balance	111,295.43	87,925.16	87,925.16
Closing balance	<u>\$69,795.43</u>	<u>\$111,295.43</u>	<u>\$85,125.08</u>
Total units of entitlement	44		44
Levy contribution per unit entitlement	\$1,725.00		\$2,125.00
Budgeted standard levy revenue	69,000.00		85,000.00
Add GST	6,900.00		8,500.00
Amount to raise in levies including GST	<u>\$75,900.00</u>		<u>\$93,500.00</u>

Sinking Fund

	Proposed budget	Actual 01/04/2024-31/03/2025	Previous budget
Revenue			
Interest on Arrears--Reserve Fund	0.00	18.23	0.00
Levies Due--Reserve Fund	8,800.00	8,800.00	8,800.00
<i>Total revenue</i>	<u>8,800.00</u>	<u>8,818.23</u>	<u>8,800.00</u>
Surplus/Deficit	<u>8,800.00</u>	<u>8,818.23</u>	<u>8,800.00</u>
Opening balance	81,664.86	72,846.63	72,846.63
Closing balance	<u>\$90,464.86</u>	<u>\$81,664.86</u>	<u>\$81,646.63</u>
Total units of entitlement	44		44
Levy contribution per unit entitlement	\$220.00		\$220.00
 Budgeted standard levy revenue	8,800.00		8,800.00
Add GST	880.00		880.00
Amount to raise in levies including GST	<u>\$9,680.00</u>		<u>\$9,680.00</u>

Balance Sheet

As at 31/03/2025

The Owners of Strata Scheme 3919

Trelawney, 580 Newcastle Street, WEST PERTH WA
 6005

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	23,370.27
Owners Equity--Admin	87,925.16
	<u>111,295.43</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	8,818.23
Owners Equity--Sinking	72,846.63
	<u>81,664.86</u>
Net owners' funds	<u><u>\$192,960.29</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	131,223.62
Receivable--Owners--Admin	1,341.08
	<u>132,564.70</u>
Sinking Fund	
Cash at Bank--Sinking	83,316.05
	<u>83,316.05</u>
Unallocated Money	
Cash at Bank--Unallocated	1,167.74
	<u>1,167.74</u>
<i>Total assets</i>	<u>217,048.49</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	434.47
Creditors--Other--Admin	1,096.48
Prepaid Levies--Admin	19,738.32
	<u>21,269.27</u>
Sinking Fund	
Creditor--GST--Sinking	(392.31)
Prepaid Levies--Sinking	2,043.50
	<u>1,651.19</u>
Unallocated Money	
Prepaid Levies--Unallocated	1,167.74
	<u>1,167.74</u>
<i>Total liabilities</i>	<u>24,088.20</u>

Net assets

Current period

\$192,960.29

Trelawney
580 Newcastle Street, West Perth, WA 6005
SP3919



**10 Year Maintenance Plan and
Reserve Fund Forecast**

**On Behalf of
All Strata Management Services**

Prepared By:
Oban Group Pty Ltd
6/896 Canning Highway, Applecross, WA 6153
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19th September 2020

Quality Assurance

Quality Assurance

Rev	Status	Prepared by	Checked by	Date
1	Issued	Chris Roeves MRICS Chartered Building Surveyor	David English	21.09.2020

Document Distribution

Issued to		Company	No. Copies	Date
John Monahan		Oban Group	1	21.09.2020

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Contents

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2. Methodology
3. Limitations
4. Property Overview
5. Cost Estimate
6. Use of the Database

1. Introduction







- 1.1 This building inspection is intended to record the condition of the premises at Trelawney, 580 Newcastle Street, West Perth, WA 6005 in order to identify current defects with the site, along with potential capital expenditure as part of a 10 Year Maintenance Plan and Reserve Fund Forecast.



- 1.2 The site inspection was undertaken on 18th September 2020.

1. Introduction

1.3 As a guide to significant / short term works, the following is recommended:

	
<p>Repair Water Seepage Through Balconies</p>	<p>Treat Corroded Columns Through Slab</p>
	
<p>Repair Seals to Walkway Cracks</p>	<p>Replace Fire Hose Reels</p>
	
<p>Provide Lighting to Escape Staircase</p>	<p>Replace Lift and Switchgear</p>

2. Methodology

- 2.1 At a high level, the report identifies elements which are not as per the expected condition, or performing as required based upon the age of the premises. The report includes a location of the element, risk rating and estimated cost of the works. This includes common property items which are the responsibility of the Body Corporate.
- 2.2 No detail was provided as to what was included within the original construction, and what equipment has been added subsequently.

3. Limitations

- 3.1 This Schedule does not constitute a building survey and is only intended to record the condition of the building fabric and exposed finishes. The report should be read in conjunction with the attached MS Excel spreadsheet, which provides details of the works on an elemental basis.
- 3.2 In preparation of this Schedule no tests have been carried out on any service installations such as heating, alarm systems, emergency lighting, and smoke or heat detectors.
- 3.3 It has been assumed that visible service installations (AC) have been installed by the Unit owner and are not the responsibility of the strata. It was noted that the previous hot water systems were solar (prior to roof covering replacement); the replacement systems were not observed.
- 3.4 We advise that we have not inspected parts of the building built-in, covered up or otherwise made inaccessible, and therefore cannot comment as to whether they are free from defect or infestation. We also advise that we have not tested services or carried out tests for any deleterious materials.
- 3.5 We have not commented on any environmental issues, hazardous materials and the like and did not form part of the brief.
- 3.6 As-constructed drawings and specifications have not been provided.
- 3.7 We have used AS4349.1; 2007 in determining safe access to complete the inspection. This is at the sole discretion of the inspector.
- 3.8 The report is not a specification of works and should not be used as 'design documentation' for works. Quantities may be manipulated to reflect a more accurate pricing for works.
- 3.9 No costs are included for access to complete the works. This should be calculated once the works have been scoped and scheduled.

4. Property Overview

Client	All Strata Management Services				
Site	Trelawney, 580 Newcastle Street, West Perth, WA 6005				
Building Type	Double Brick with metal deck roof	Inspector	Chris Reeves	Inspection Date	18.09.2020

Building Age	50	Functionality	B1	Est Remaining Life	50
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Building Functionality Rating	
A1 – Meets Service Delivery Fully	B1 – Meets Service Delivery But Could be Improved
C1 – Just Meets Service Delivery	D1 – Does Not Meet Service Delivery
E1 – N/A	

Building Construction Details			
Floors	Concrete	Roof Frame	Timber
External Walls	Double Brick	Roof Cover	Metal Deck
Internal Walls	Brick	Other	N /A
Additional Factors Affecting Building Condition			

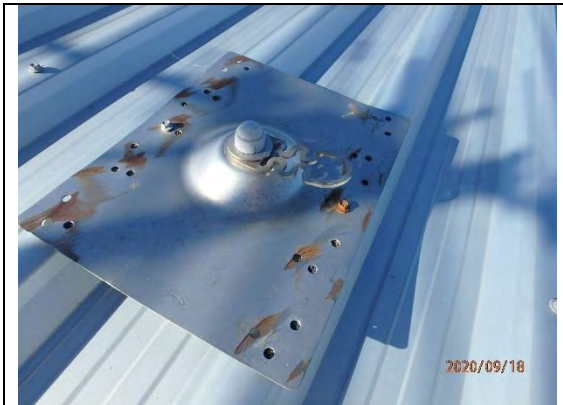
Overall Building Condition					C
A – As New	B – Good	C – Fair	D – Poor	E – Failed	

Element Name	Condition	Element Name	Condition
External Sewer Drainage	B	Sub Structure	B
Stormwater Drainage	C	External Walls	C
Boundary Walls, Fencing and Gates	C/D	External Windows	C
Landscaping and Improvements	C	External Doors	C
Roads, Footpaths and Paved Areas	B	Staircase	C
External Fire Protection	C	Roof	A
External Gas	N/A	Roof Eaves	C
External Water Supply	B	Roof Fascia	C
External Communication	B	Gutters / Downpipes	C
External Electrical Light and Power	C/D	External Columns	C

4. Property Overview

4.1 Roof Areas

- 4.1.1 The roof covering has been replaced recently and was in as-new condition. It was noted that there is a 'roof anchor' installed although this should be clearly identified as not suitable for use, being held in place by two tec-screws. The cracking to the lift motor room should be repaired in the short term, as should the timber door frame to the access door.



'Roof Anchor'



Access Door and Cracking to Lift Motor Room

4.2 Car Park and Grounds

- 4.2.1 The soakwells to the site should be cleared on a regular basis, with the majority full of tree debris. The retaining walls to the front of the site are leaning (in an area not accessed with the steps sealed off). It is recommended in the short term that the area be sealed off, with long term back-filling recommended in the area.



Soakwell Full of Debris

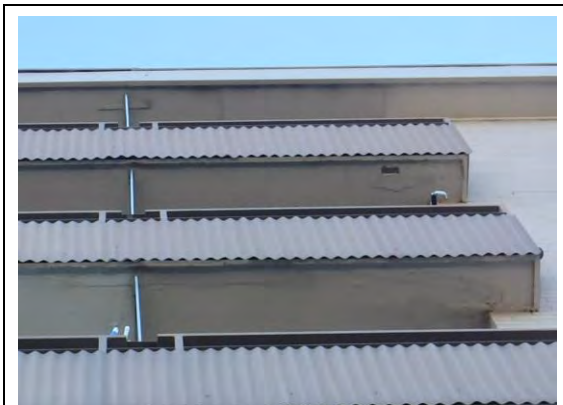


Retaining Wall Leaning

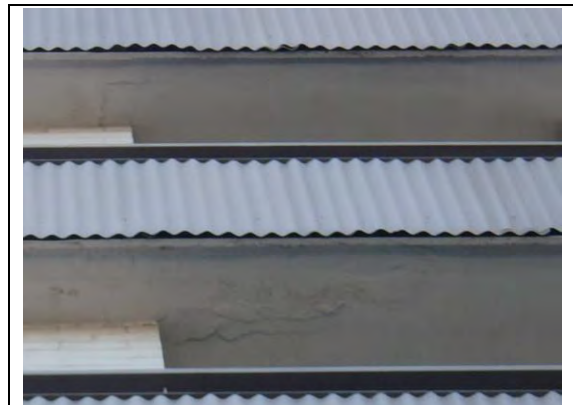
4. Property Overview

4.3 Externals

- 4.3.1 There is extensive water penetration through the balcony slabs to the South elevation (9x balconies), with penetration evident to the West balcony (Level 7) and the North walkways (Levels 6 and 7). Costs are included for the repairs to the concrete slabs.

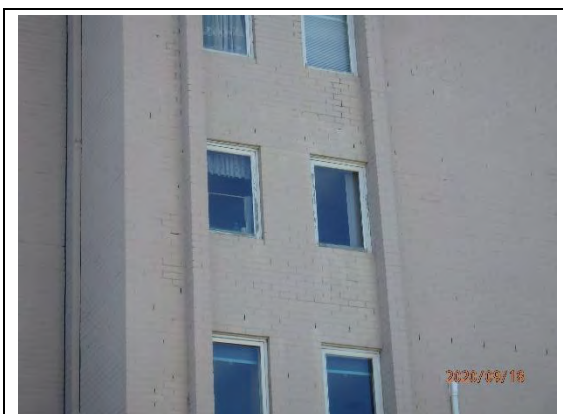


South Level 6 & 7 Balconies (West)



South Level 6 & 7 Balconies (East)

- 4.3.2 Short term repair and repainting costs are included for the timber windows, with the paintwork and putty breaking down and timber beadings water damaged (to the North windows). Long term replacement costs are included for the timber windows and sliding doors.



West Timber Windows



North Timber Windows

4. Property Overview

- 4.3.3 The North walkway balconies exhibit cracking running across the slabs. The cracks have been sealed previously, although the sealant is breaking down which will result in water penetration. Costs are included to reseal the cracks along with repaint the walkways as the paintwork is breaking down by the East staircase.



Seals to Cracks Opening Up



Paint Breaking Down to Walkway Slab

- 4.3.4 Costs are included for the repainting of the exterior of the building. The timing and sequencing of the repainting should be combined with other repairs required (balcony repairs, repointing to West). The rendered clinic to the West has a painted rendered finish, with the render extensively cracking; short term repair and repainting costs are included.



Paintwork to West Elevation



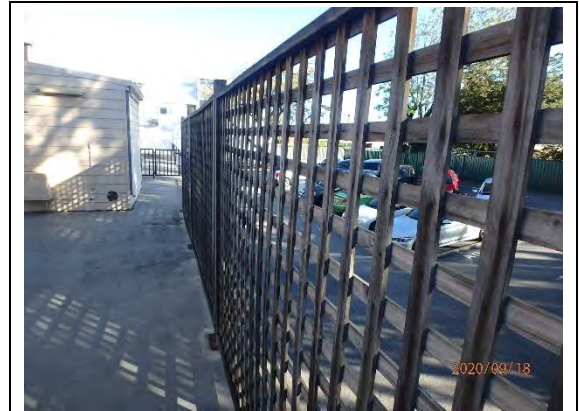
Paintwork to Clinic

4. Property Overview

- 4.3.5 The steel columns around the washing line area are corroding around the base through the concrete slab. In the short term, the steel columns should have the corrosion treated and be repainted. The timber lattice is starting to sag, with costs included for short term treatment of the timber along with the mid-term replacement.



Corrosion to Base of Steel Columns



Timber Lattice

4.4 Services

- 4.4.1 The lift to the building appears to be original (1965), with costs included for ongoing maintenance and upgrade of the lift complete (based upon the age).



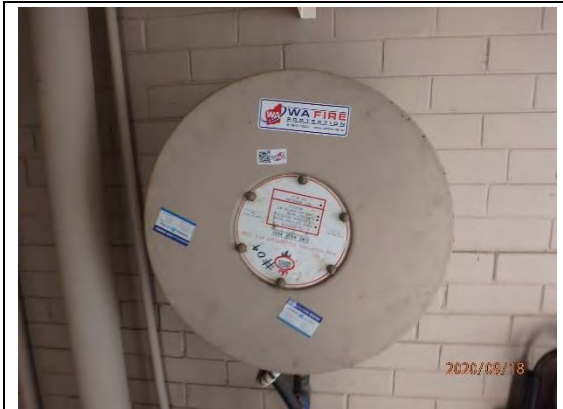
Lift



Lift Motor

4. Property Overview

- 4.4.2 The fire hose reels are original to the site (1968) with costs included for replacement and ongoing maintenance of the fire systems. The lighting to the West staircase is not operational and is in darkness when the doors are closed (open egress only at ground floor level). Costs are included for the upgrade of the lighting. Stored items within the staircase should be removed immediately.



Fire Hose Reels



Lighting to West Staircase

5. Cost Estimate

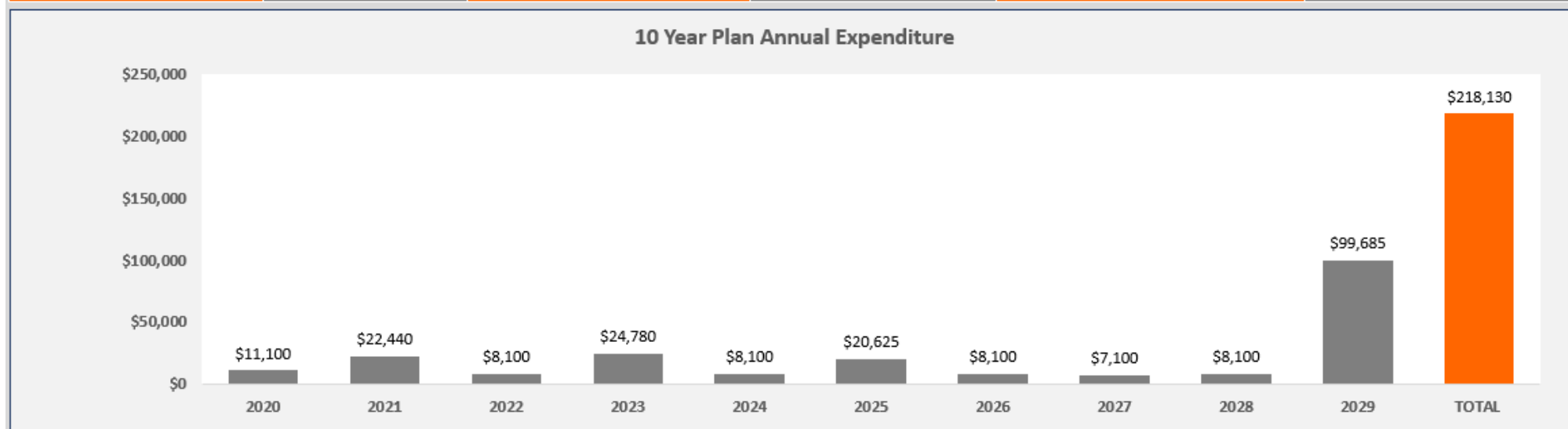
5.1 10 Year Cost Plan

10 Year Maintenance Plan has been developed to show the short term works requirements for the property

10 Year Plan Estimates by Maintenance Types

Year	1	2	3	4	5	6	7	8	9	10	
Maintenance Types	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
Defect	\$3,000	\$14,200	\$0	\$16,280	\$0	\$350	\$0	\$0	\$0	\$4,000	\$37,830
Maintenance	\$8,100	\$8,240	\$8,100	\$8,500	\$8,100	\$20,275	\$8,100	\$7,100	\$8,100	\$95,685	\$180,300
Total	\$11,100	\$22,440	\$8,100	\$24,780	\$8,100	\$20,625	\$8,100	\$7,100	\$8,100	\$99,685	\$218,130

10 Year Forecast Total	\$218,130	Immediate Expenditure	\$11,100	Significant Expenditure Year	\$99,685
		2020		2029	



5. Cost Estimate

5.2 10 Year Plan by Asset Category

The 10 Year Capex Plan has been developed to show the works requirements for the property and includes an annual uplift of 1.5%. The works are allocated in the recommended year for replacement as a lump sum cost.

10 Year Plan Estimates by Capex

Capital Types	Year	1	2	3	4	5	6	7	8	9	10	TOTAL
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
Capex		\$2,400	\$0	\$0	\$13,908	\$0	\$99,541	\$0	\$0	\$0	\$131,730	\$247,579
Grand Total		\$2,400	\$0	\$0	\$13,908	\$0	\$99,541	\$0	\$0	\$0	\$131,730	\$247,579

5. Cost Estimate

Life Cycle Cost Estimates Calculation

Elements and their Components	Life Expectancy (Years)	10 Year Capex Replacement and Refurbishment Timing									
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
External Doors (South) - Overhaul sliding doors including new rollers and seals	0	\$0	\$0	\$0	\$7,320	\$0	\$0	\$0	\$0	\$0	\$0
External Doors (South) - Replace sliding doors	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,041
Windows (West) - Replace side hung timber window with aluminium window	40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,860
Windows (East) - Replace side hung timber window with aluminium window	40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,977
Fencing (North) - Replace privacy lattice fencing	25	\$0	\$0	\$0	\$0	\$0	\$2,585	\$0	\$0	\$0	\$0
Lifts (Lift) - Original lift installation - replace lift car, motor and switchgear	10	\$0	\$0	\$0	\$0	\$0	\$96,956	\$0	\$0	\$0	\$0
Fire (All) - Upgrade fire hose reels	25	\$0	\$0	\$0	\$6,588	\$0	\$0	\$0	\$0	\$0	\$0
Lighting (North West Staircase) - Replace fire staircase lighting - not operational	0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Windows (North) - Replace full height timber window	40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,051
External Lighting (North) - Replace light fittings (age)	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,801
Total Capex Cost		\$2,400	\$0	\$0	\$13,908	\$0	\$99,541	\$0	\$0	\$0	\$131,730

5. Cost Estimate

5.3 Life cycle cost estimates

The following provides an estimate of life cycle costs. These are shown in the table below and the lifecycle that is indicated. The costs shown provide the estimate annual contribution required to fund the replacement in the designated year. A 10% contingency is also added.

5. Cost Estimate

Life Cycle Cost Estimates Calculation

Elements and their Components	Life Expectancy (Years)	10 Year Capex Replacement and Refurbishment Annual Requirement									
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
External Doors (South) - Overhaul sliding doors including new rollers and seals	0	\$1,830	\$1,830	\$1,830	\$1,830	\$0	\$0	\$0	\$0	\$0	\$0
External Doors (South) - Replace sliding doors	15	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804	\$8,804
Windows (West) - Replace side hung timber window with aluminium window	40	\$686	\$686	\$686	\$686	\$686	\$686	\$686	\$686	\$686	\$686
Windows (East) - Replace side hung timber window with aluminium window	40	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098	\$1,098
Fencing (North) - Replace privacy lattice fencing	25	\$431	\$431	\$431	\$431	\$431	\$431	\$0	\$0	\$0	\$0
Lifts (Lift) - Original lift installation - replace lift car, motor and switchgear	10	\$16,159	\$16,159	\$16,159	\$16,159	\$16,159	\$16,159	\$0	\$0	\$0	\$0
Fire (All) - Upgrade fire hose reels	25	\$1,647	\$1,647	\$1,647	\$1,647	\$0	\$0	\$0	\$0	\$0	\$0
Lighting (North West Staircase) - Replace fire staircase lighting - not operational	0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Windows (North) - Replace full height timber window	40	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305	\$2,305
External Lighting (North) - Replace light fittings (age)	15	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280
	Cost	\$35,640	\$33,240	\$33,240	\$33,240	\$29,763	\$29,763	\$13,173	\$13,173	\$13,173	\$13,173
	Contingency @ 10%	\$3,564	\$3,324	\$3,324	\$3,324	\$2,976	\$2,976	\$1,317	\$1,317	\$1,317	\$1,317
	TOTAL COST	\$39,204	\$36,564	\$36,564	\$36,564	\$32,739	\$32,739	\$14,490	\$14,490	\$14,490	\$14,490

5. Cost Estimate

5.4 Reserve Fund Annual Levy Calculation

Reserve Fund Annual Levy Estimate Calculation

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Total Capex Cost (Drawdown)	\$2,400	\$0	\$0	\$13,908	\$0	\$99,541	\$0	\$0	\$0	\$131,730	\$247,579
Annual Levy (Amortised Capex)	\$39,204	\$36,564	\$36,564	\$36,564	\$32,739	\$32,739	\$14,490	\$14,490	\$14,490	\$14,490	\$272,336
Retained Funds	\$36,804	\$73,368	\$109,932	\$132,589	\$165,328	\$98,527	\$113,017	\$127,507	\$141,998	\$24,758	\$24,758

RESERVE FUND QUALIFICATIONS

The table above provides an estimate of the annual reserve fund levy that should be applied to ensure funds are available when required.
The levy is based on the previous table that has inflation built into the costs as well as a 10% contingency.
The costs includes GST.
The reserve fund estimate should be re-estimated every 5 years and levy adjusted.
The estimated levy does not take into account interest earnings on the retained funds.

6.1 Overview of the Database

The figures contained within Section 5, are based upon the costs generated within the MS Excel 2007 Database, which is attached to this report.

The Database enables the user to search by specific items, across a number of levels. For example, the user could obtain the cost and quantity for external door painting by searching as follows: search by Trade (Painter), Work Type (Maintenance), and Specific Item (External Joinery). The database will then display all items within this search field. The database columns are as follows

1. Works ID - Unique works identification number
2. Building - This identifies the specific location for the works, for example, Unit 49, or Swimming Pool Changing
3. Location – The column identifies the specific location, for example, Roof or east elevation
4. Category – This is the specific building element, such as Drainage, Roof Covering etc.
5. Definitions - Defect / Maintenance / Capex – This specifies the type of work item.
 - Defect – A defect is an element which is not performing as intended and requires repair or replacement to place back in a fully functional state. Typical examples include a deteriorated road surface.
 - Maintenance – Works to be undertaken to maintain the element operating as intended. Typical examples include repainting external doors.
 - Capex – Works which are an upgrade of the existing element to provide an improved or replacement item whilst the existing element is still functional. Typical examples includes upgrades of air conditioning systems at the end of their projected lifespan.
1. Element – The element is the specific item which requires the works, for example Guttering or Downpipes, and is the next step from Category
2. Works Description – The text describes the issue with the Element, for example, gutters leaking at joints
3. Trade – The works have been allocated to specific trades to assist with creating works package
4. Quantity – the quantity is only provided as a number, and should be interpreted against the type of works – for example, painting will be square metres, whereas Electrical testing will be the number of units needing testing
5. Unit Cost – this is the estimated cost for an individual piece of work, such as 1m² of painting. The costs are in isolation, and do not alter with quantity.
6. Cost – the cost is the sum of the Unit Cost and quantity
7. Priority / Frequency – The column details the timeline for the works, with Defects and Replacement to be completed within the time stated, whereas maintenance items are to be repeated as per the frequency stated. The timelines used in the report following discussion with the client were
 - Immediate
 - 0-12 Months
 - 12-36 Months
 - 36-60 months
 - 60-120 months

6. Database

8. Works Notes – the notes column is used to provide additional detail regarding the specific item, and is also used as the Asset Register Section, to provide Make, Model Number etc. for Hot Water Units, Air Conditioning Split Systems etc.
9. The age is the estimated age of the element.
 - New
 - 1-3 Years
 - 3-5 Years
 - 5-10 Years
 - 10+ Years
10. Condition - The condition is the current condition of the element
 - A - As New
 - B - Good Condition – Minor Deterioration
 - C - Fair Condition – Damaged or Worn, but not failed
 - D -Poor Condition – Element Failed but can be Repaired
 - E - Failed – Element failed and cannot be repaired
 - N/A - Not applicable
11. Probability - The probability is the likelihood of the works having to be undertaken, and is a risk assessment of the likely requirement to undertake the works.
 - High Priority – Works should be undertaken to minimise risk.
 - Medium Priority – The Works may be undertaken to minimise risk, but may lead to further deterioration of the element if not attended to
 - Low – There is low risk in not undertaking the works.
12. Risk Rating - The risk rating is the driver behind undertaking the works.
 - Compliancy – Works should be undertaken to meet current standards, such as servicing and testing of fire equipment
 - Consequential Damage – Further damage will occur to the element, or other parts of the building if the recommended works are not undertaken, such as repair of roof leaks.
 - Continuous Use – The condition of the element will deteriorate due to ongoing use such as the deterioration of floor finishes.
 - Health and Safety – the works should be undertaken to prevent an OH&S issue on site
 - Image and Reputation – Works should be undertaken to maintain the image of the premises, such as the upgrade of signage, or painting of ceilings
 - Operational Efficiency – Works undertaken will improve the operational efficiency of the element, such as installing dual flush toilets
 - Security – Works are recommended which will improve the security on site
13. Severity - The severity is the level of severity of potential damage which could occur as a result of not undertaking the works. Works classed as High should be undertaken ASAP to prevent significant damage
 - High Priority – Severe damage could occur or a high risk issue could evolve if the works are not undertaken
 - Medium Priority – Moderate damage may occur
 - Low – There is low risk in not undertaking the works.
14. Make / Model - This is the make and model of the asset, such as the air conditioning units, or boilers.

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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-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.
 Note for this sub-by-law: 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.]