

31/35 Winnacott Street

Willagee WA 6156

PROPERTY OUTGOINGS

COUNCIL RATES

\$1,836 approx. p.a.

WATER RATES

\$857 approx. p.a.

STRATA LEVIES

\$2,838.24 p.a.

\$698.40 Q1; \$713.28 Q2-Q4

DOCUMENT SECTIONS

- 1 Precontractual Disclosure Statement
- 2 Certificate of Title
- 3 Strata Plan
- 4 Schedule of Unit Entitlements
- 5 Scheme Notice
- 6 Scheme By-Laws & House Rules
- 7 Annual General Meeting Minutes
- 8 Statement of Accounts
- 9 Annual Budget & Levy Schedule

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

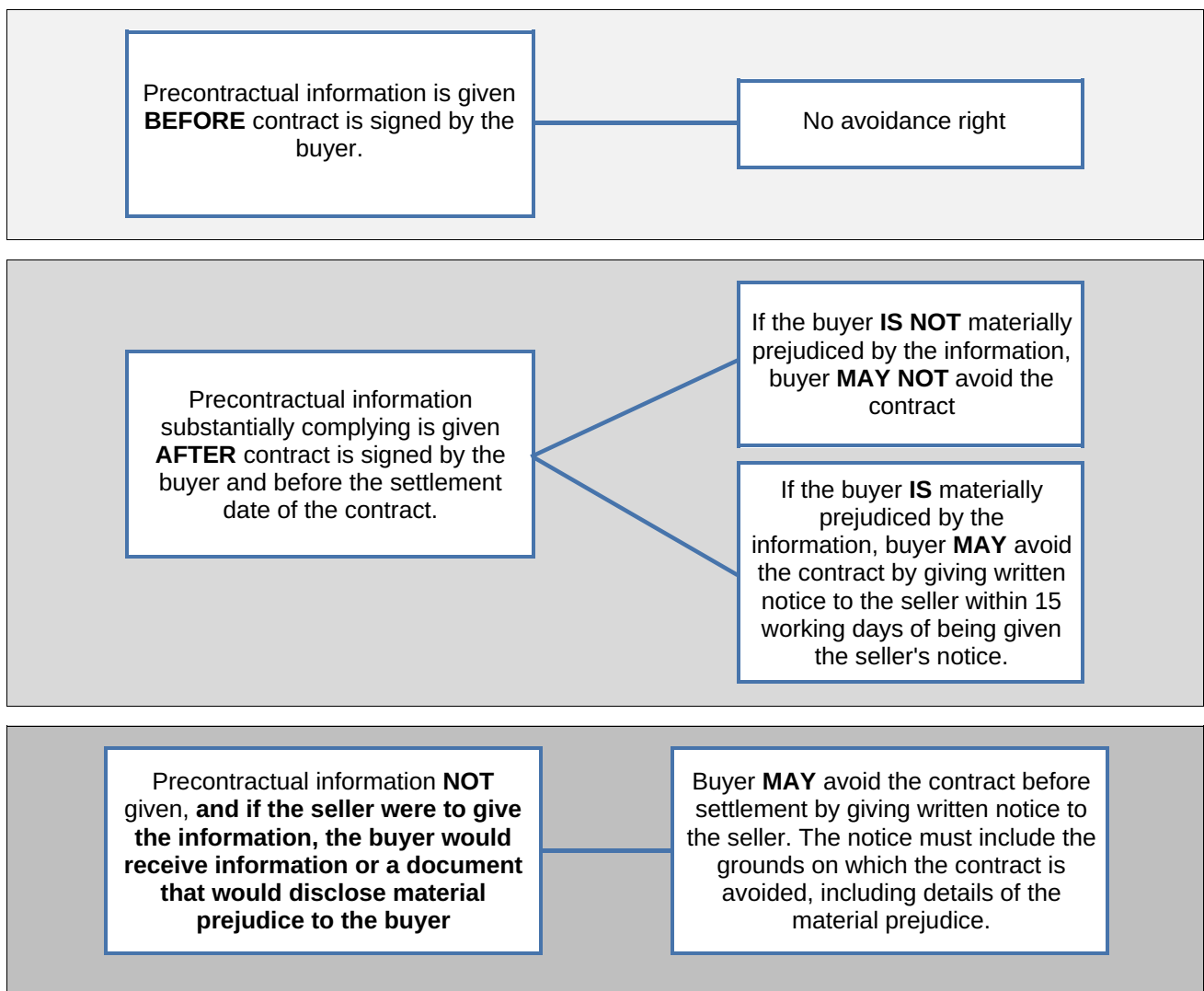
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

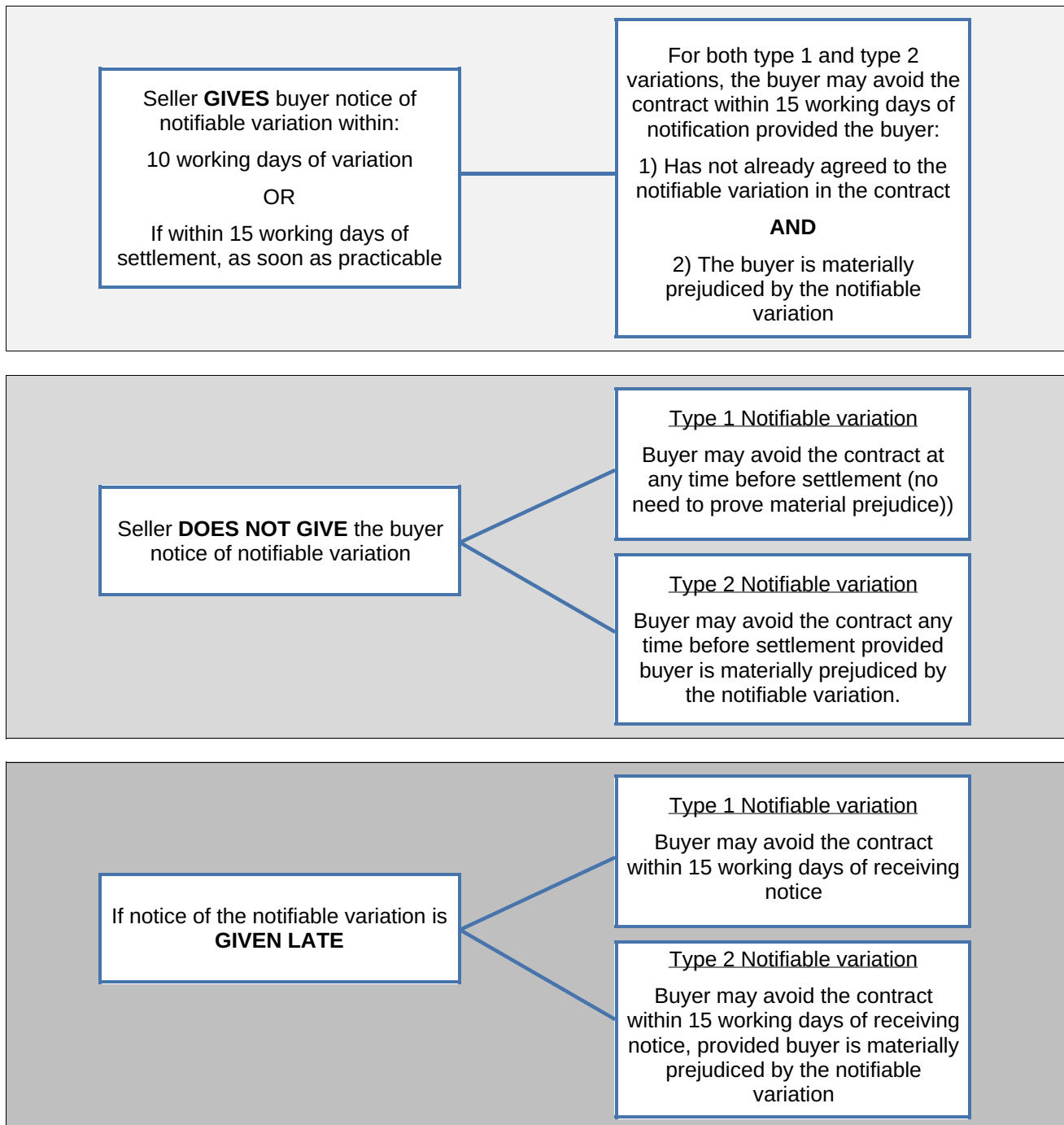
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

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

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

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



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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name Candace Paulette Huth

Address 31/35 Winnacott Street, Willagee, WA, 6156

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 35 Winnacott Street

Name of the strata company N/A

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

Name of Strata Manager Perth Strata Co. (Donna Gordin)

Address of Strata Manager 1/36 Moolyeeen Street, Mount Pleasant, WA, 6153

Telephone/Mobile 08 6388 1189

Email admin@perthstrataco.com.au

The status of the scheme is:

- ☐ proposed
- ☒ registered

The scheme type is:

- ☒ strata
- ☐ survey-strata

The tenure type is

- ☒ freehold
- ☐ leasehold

For leasehold only:

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

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

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

Att.

Scheme Documents (must be attached)

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

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

A copy of the scheme by-laws _____

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

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

☐ If yes, they are included with this form _____

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

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

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

Additional comments: _____

Minutes (choose one option)

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

☐ A statement that the strata company does not keep minutes of its meetings* _____

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

Additional comments: not needed

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company YES _____

☐ A statement that the strata company does not prepare a statement of accounts* _____

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

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

Additional comments: not needed

Termination proposal

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

☒ no ☐ yes _____

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☐ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

Lot _____ on scheme plan no. _____

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

Voting right restrictions

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

☒ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

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

☒ no ☐ yes

If yes, please give details _____

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

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

☐ Contributions that have been determined within the previous 12 months

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

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

Administrative fund: 2,201.28

Reserve fund: 636.96

Other levy
(attach details) 0

☒ Actual ☐ Estimated total contribution for the lot \$ 2,838.24

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other: _____

Due dates \$698.40 on 1st July 2026 \$713.28 on 1st January 2027

\$713.28 on 1st October 2026 \$713.28 on 1st April 2027

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ 0

If the seller has a debt owed to a utility company, the total amount owing is \$ 0

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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

☐ no ☐ yes

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

Additional comments: _____

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

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

☐ no ☐ yes

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

☐ no ☐ yes

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

☐ no ☐ yes

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1797

767

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 31 ON STRATA PLAN 16002
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CANDACE PAULETTE HUTH OF UNIT 31 35 WINNACOTT STREET WILLAGEE WA 6156
(T P413125) REGISTERED 9/1/2023

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.

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

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

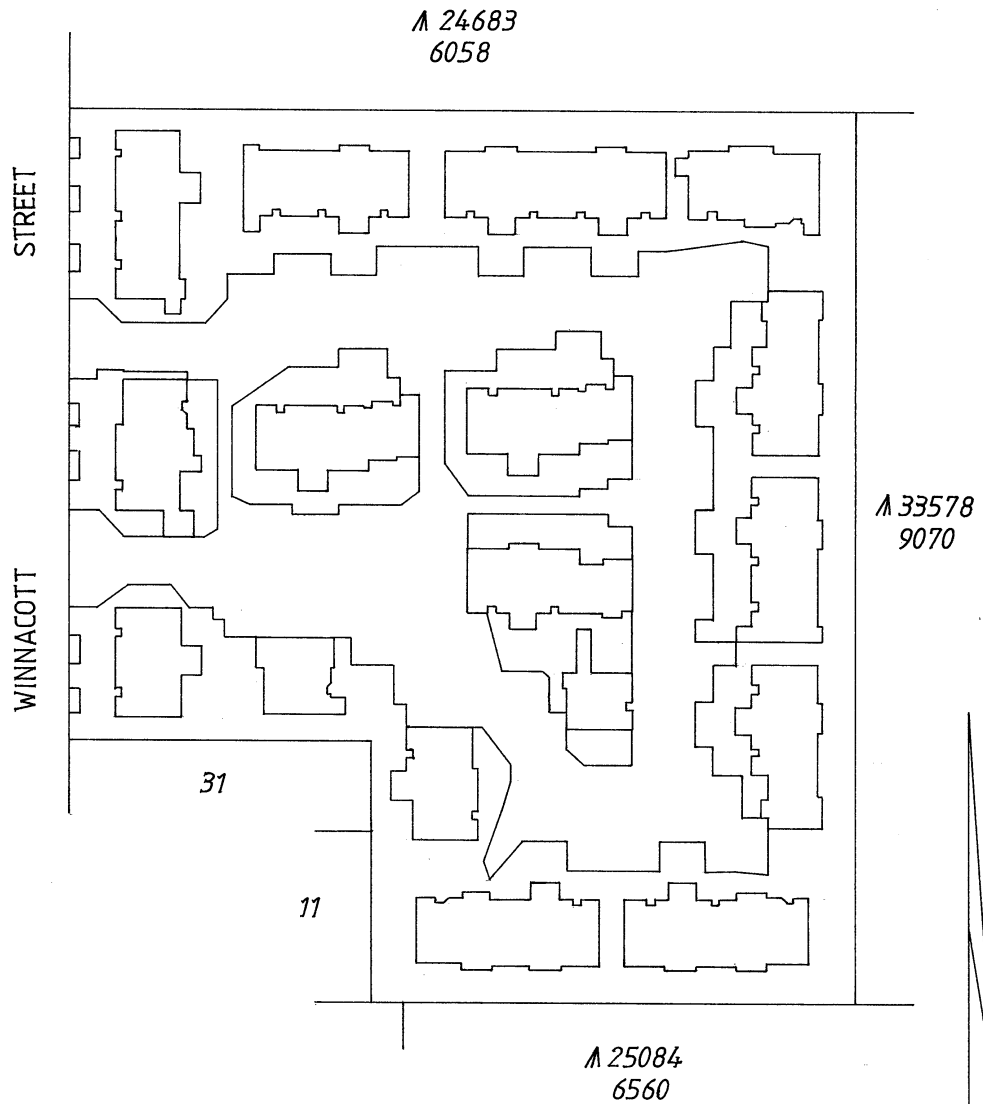
STATEMENTS:

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

SKETCH OF LAND: SP16002
PREVIOUS TITLE: SP16002
PROPERTY STREET ADDRESS: UNIT 31 35 WINNACOTT ST, WILLAGEE.
LOCAL GOVERNMENT AUTHORITY: CITY OF MELVILLE

ANNEXURE A OF STRATA PLAN No. 16002

LOCATION PLAN



Scale 1:750

41444/6/85—500—S/7657

ANNEXURE B OF STRATA PLAN No. 16002

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE		SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.	LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	23	1797-737		36	22	1797-772	
2	22	1797-738		37	20	1797-773	
3	23	1797-739		38	22	1797-774	
4	23	1797-740		39	22	1797-775	
5	22	1797-741		40	20	1797-776	
6	23	1797-742		41	20	1797-777	
7	23	1797-743		42	24	1797-778	
8	23	1797-744		43	22	1797-779	
9	23	1797-745		44	22	1797-780	
10	24	1797-746					
11	24	1797-747					
12	26	1797-748					
13	20	1797-749					
14	22	1797-750					
15	23	1797-751					
16	23	1797-752					
17	22	1797-753					
18	22	1797-754					
19	22	1797-755					
20	22	1797-756					
21	20	1797-757					
22	26	1797-758					
23	22	1797-759					
24	22	1797-760		AGGREGATE	1000		
25	22	1797-761		CERTIFICATE OF LICENSED VALUER I, ANTONIO BONAVITA being a Licensed Valuer licensed under the Land Valuers Licensing Act 1978 do hereby certify that the unit entitlement of each Lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all Lots delineated on the strata plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the capital value of that Lot bears to the aggregate capital value of all the Lots delineated on the plan.			
26	22	1797-762					
27	26	1797-763					
28	24	1797-764					
29	23	1797-765					
30	26	1797-766					
31	24	1797-767					
32	23	1797-768					
33	23	1797-769					
34	26	1797-770					
35	22	1797-771					

CERTIFICATE OF LICENSED VALUER

I, **ANTONIO BONAVITA** being a Licensed Valuer licensed under the Land Valuers Licensing Act 1978 do hereby certify that the unit entitlement of each Lot, as stated in the schedule bears in relation to the aggregate unit entitlement of all Lots delineated on the strata plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the capital value of that Lot bears to the aggregate capital value of all the Lots delineated on the plan.

6 MARCH 1988
Date


Signed

DESCRIPTION OF PARCEL AND BUILDING

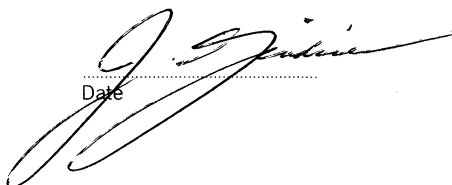
FORTYFOUR BRICK & TILE SINGLE STOREY RESIDENTIAL UNITS SITUATED
ON PART OF SWAN LOCATION 9068 AND HAVING AN ADDRESS OF 35
WINNACOTT STREET, WILLAGEE W.A. 6165

THE BUILDING IS KNOWN AS "WINNACOTT GARDENS".

CERTIFICATE OF SURVEYOR

I, JOHN GIUDICE, being a licensed surveyor registered
under the Licensed Surveyors Act 1909, as amended, hereby certify that:—

- (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 referred to above 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 thereto, 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 its 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 registered as an appurtenance of the parcel.~~


Date

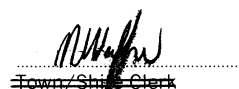
18/3/88
Licensed Surveyor

CERTIFICATE OF LOCAL AUTHORITY

CITY OF MELVILLE, the local authority hereby
certifies that—

- (1) (a) the building and the parcel referred to above has been inspected and that it is consistent with the building plans and specifications in respect of the building thereof that have been approved by the local authority; 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 authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act 1985;
- (3) ~~where a part of a wall or building or material attached thereto encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the Local authority 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 authority does not object to the encroachment;~~
- (4) ~~*(a) any conditions imposed by the State Planning Commission have been complied with;~~
- ~~*(b) the within strata scheme is exempt from the requirement of approval by the State Planning Commission.~~

13-4-88
Date


Town/Strata Clerk

*Delete whichever is inapplicable

STRATA PLAN No. 16002

STRATA TITLES ACT 1985

STATE PLANNING COMMISSION
CERTIFICATE OF APPROVAL BY ~~TOWN PLANNING BOARD~~
TO A STRATA PLAN

STATE PLANNING COMMISSION

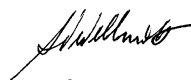
It is hereby certified that the approval of the ~~Town Planning Board~~ has been granted pursuant to the provisions of abovementioned Act to:

* (i) ~~the Strata Plan submitted on~~
~~and relating to the property described~~
~~below:~~

(ii) to the sketch submitted on 21/3/88
of the proposed subdivision of the property described below into lots on a Strata Plan subject to the following conditions:

Property Description: Whole/Part Lot(s)
Location(~~s~~) PART SWAN LOCATION 9068
Town WILLAGEE
Local Authority District CITY OF FREMANTLE
Property Owner FINI HOMES

This Certificate of approval is valid for a period of two years only.
If the Strata Plan to which this approval relates is not completed within this period, a fresh approval must be obtained before continuing with the Strata Scheme.


For Chairman,
~~TOWN PLANNING BOARD~~
STATE PLANNING COMMISSION

Date 29 MAR 1988
(*To be deleted as appropriate)

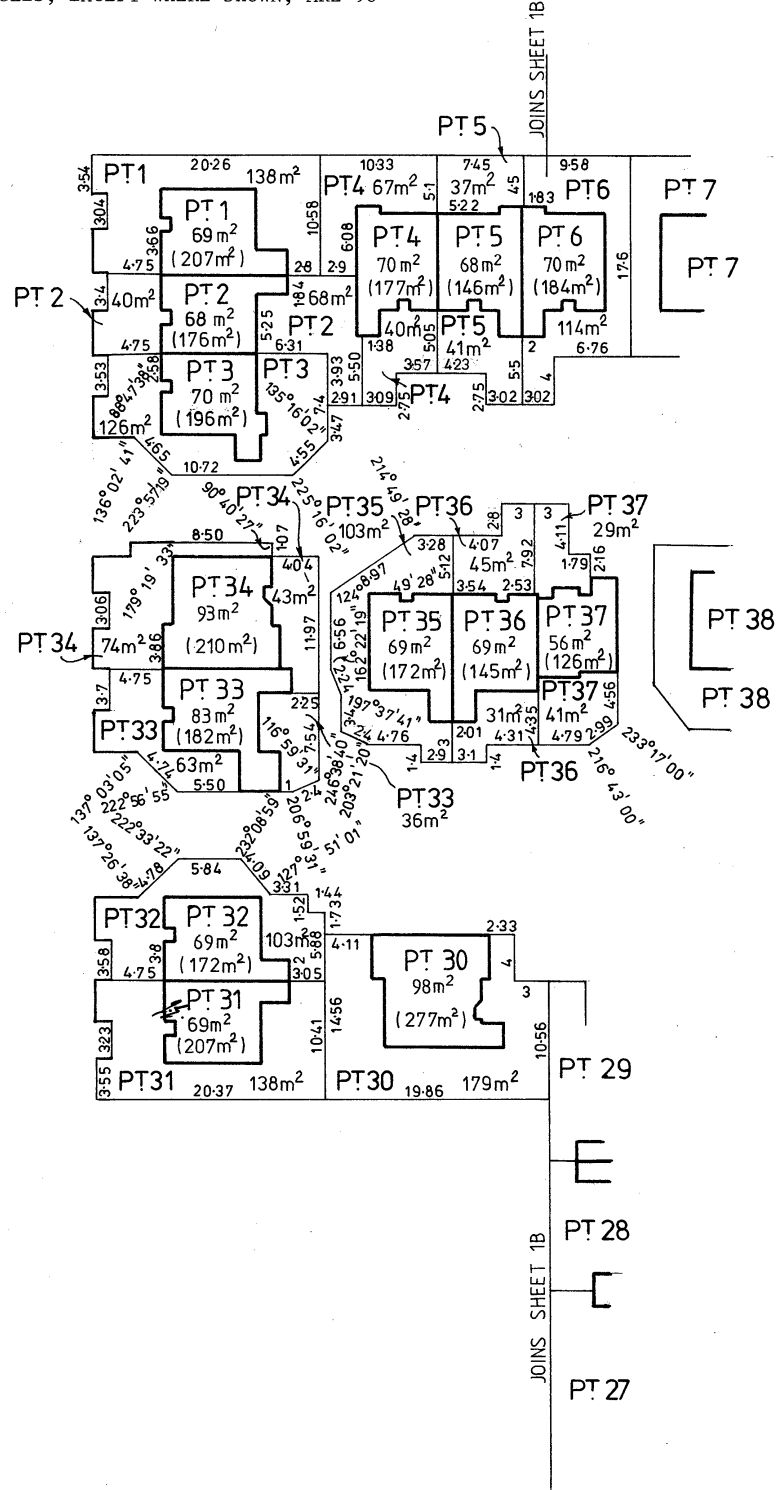
STRATA PLAN No. 16002

GROUND FLOOR

THE STRATUM OF THAT PORTION OF THE LOTS EXTERNAL TO THE BUILDING EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNITS EXCEPT WHERE COVERED.

EXTERNAL FACES OF WALLS ARE BOUNDARIES OF PART LOTS COMPRISING THE BUILDING EXCEPT FOR COMMON WALL WHERE CENTRELINE OF WALL IS BOUNDARY.

ALL ANGLES, EXCEPT WHERE SHOWN, ARE 90°

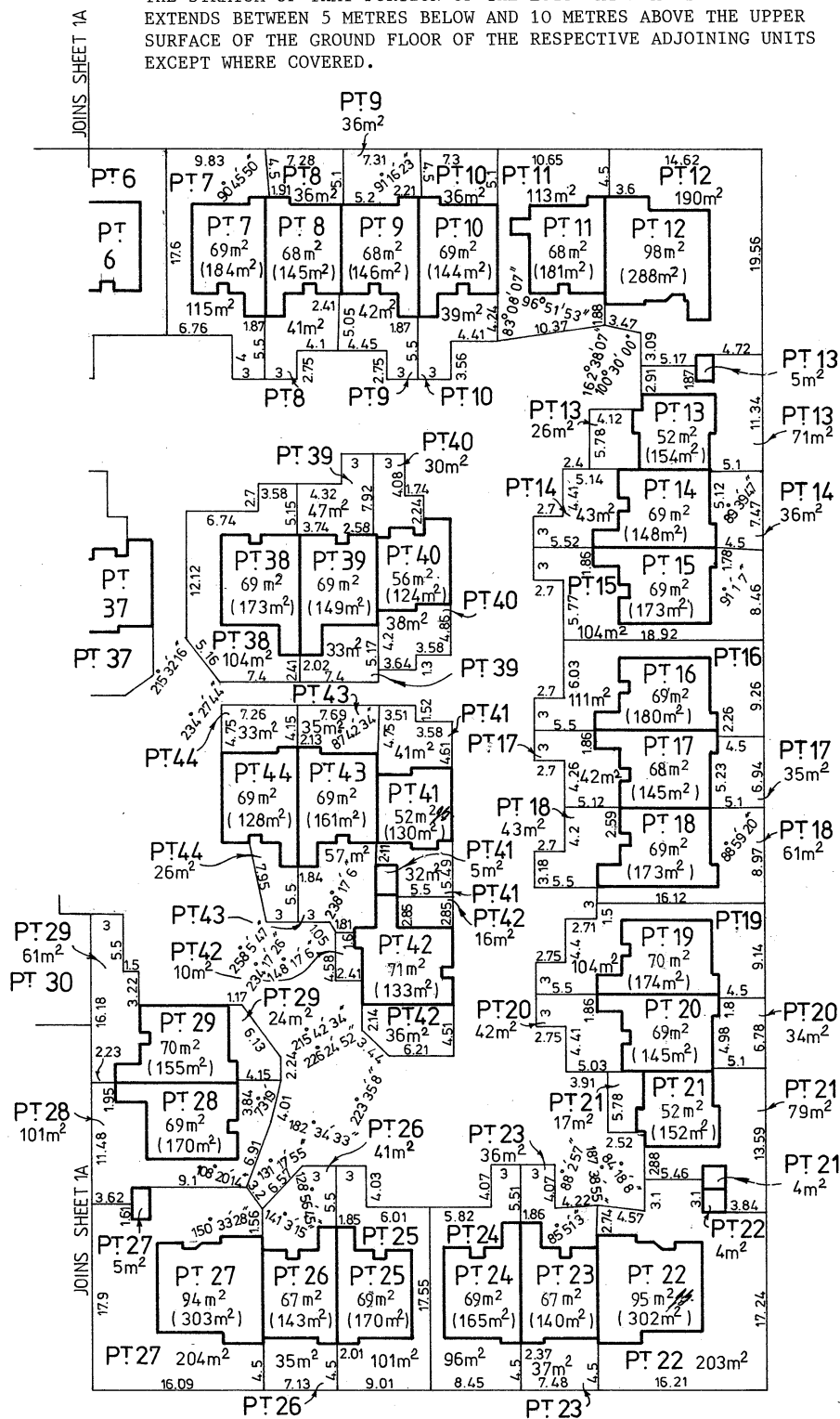


Scale 1:500

41445/6/85-1M-S/7658

GROUND FLOOR

THE STRATUM OF THAT PORTION OF THE LOTS EXTERNAL TO THE BUILDING
EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER
SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNITS
EXCEPT WHERE COVERED.



Scale 1 : 500

ANNEXURE C OF STRATA PLAN No. 16002		SCHEDULE OF REGISTERED PROPRIETORS		REGISTERAR OF TITLES	
REGISTERED PROPRIETOR		INSTRUMENT		SIGNATURE OF REGISTERAR OF TITLES	
		NATURE	NUMBER	REGIST'D	
SEE RECORD OF STRATA TITLES SCHEME FOR FURTHER ENDORSEMENTS					
SCHEDULE OF ENCUMBRANCES, ETC.					
INSTRUMENT		PARTICULARS	REGIST'D	SIGNATURE OF REGISTERAR OF TITLES	CANCELLATION
NATURE	NUMBER				

1446/6/85-1M-S/7659

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

House Rules for Strata Scheme:

35 Winnacott Street, Willagee SP: 16002



Date of Commencement: 1st July 2024

Owners are to provide these House Rules to Agents and Lessors within the Strata Scheme.

House Rules are applicable to Owners, Lessors, Guests and Visitors.

Strata Management – Perth Strata Co – (08) 6388 1189

After Hours Emergency Number: 0432 917 778

Police, Fire or Ambulance – 000 / Non-Emergency - 131 444

The following House Rules have been written as guidance for Owners, Lessors, Agents, Visitors and Guests to outline your responsibilities and obligations in relation to the Strata Scheme. Any queries that are not resolved within this ruleset can be solved via contacting the Strata Manager or a COO/Chairperson.

Thank you for reading and taking into consideration these rules and by abiding by them. This ensures we can all run an effective and efficient Strata Scheme and ensures everyone in the scheme is happy.

This new ruleset supersedes the original version. This version has been assigned Version 1.0.

- **NOISE**

Enjoy yourselves in your unit, just remember, you are close to your neighbour so be conscious of the noise. It is against the by-laws to create disturbance to other residents and all residents have the right to “peaceful enjoyment. A good rule of thumb is that “if a noise can be heard outside your lot, it is too loud”

- **SPEED LIMIT**

Please ensure that you and your visitors conform to the 8k speed limit or walking pace in the complex, there are children that live in the complex and their safety is paramount. Be particularly careful in front of lots, where there are bushes or around corners.

- **PARKING**

- We are fortunate that we have 21 parking bays for visitors, would you please ensure that your visitors or your second vehicle is parked in the visitor parking bays ONLY.
- NO VEHICLES are to be parked in NO PARKING AREAS or on the lawns as damage to sprinklers or other areas of the complex to ensure safe access for all residents and any emergency services to all units.
- Residents are not permitted to “reserve” a visitor bay for their exclusive use, all bays are only to be used on a first come first used basis.
- Visitor bays are not permitted to be used to park caravans, boats or trailers.
- Unregistered vehicles are not permitted to be placed into visitor car bays.
- Visitor car bays or common property must not be used to carry out vehicle repairs or maintenance.

- **TIDY COMPLEX, MAIL BOXES AND CARPORT**

- We will maintain a tidy clean complex for all to enjoy and require that you keep the area around your unit clean and tidy,
- Your carport used for a motor vehicle ONLY and NOT as a storage area.
- Letter Boxes must be cleared with no junk mail hanging loose. Please ensure you place any unwanted junk mail in the Yellow Bin.

- **PETS**

- As per Schedule 1 (Governance) By-Law 22, each unit are permitted to keep either one small domesticated dog or cat weighing no more than 10 kg
- Only allowed to be kept within the owner's unit area and when on common property they are to be kept on leads
- Please pick up any fouling and ensure it is bagged before placing in the bin
- Unit private areas must be kept clear of any animal waste and in a hygienic condition – pick up poo regularly!
- Damage **caused** to other owners units and/or common property is the pet owners responsibility to repair
- Residents must ensure that pets do not make excessive noise or cause disruption to other residents.
- Remember – If you pet creates a nuisance, the Council can issue notice to the **owner** that the pet has to be removed from the **unit** and will no longer be permitted to reside at the complex.

- **ALTERATION & ADDITIONS**

No alterations, additions, buildings or painting to the external structure of the units or on the unit lot can be carried out without a written request to the Winnacott Strata Council providing full details and plans if required. Applications and requests must be submitted via the Strata Manager for Council consideration.

All requests are subject to Strata Council approval and City of Melville approval where applicable. Dependent on the type of application, some may require a vote by all owners to seek approval.

- **COUNCIL BINS**

- All units are provided with 3 bins
- Food organic and garden organic (green bin - pick up weekly),
- Household rubbish (red bin - pick up fortnightly, alternate with yellow bin)
- Recycled Bin (yellow bin – pick up fortnightly, alternate with red bin)

Also available for everyone, bins in the visitor's car park marked B/C.

Pick up day is AM every Tuesday; it is each Resident's responsibility to ensure bins are placed out each Monday night. We request that bins are taken back inside the night of collection, bins left out after collection day is a security risk. For further details: <https://www.melvillecity.com.au/waste-and-environment/waste-recycling-fogo/3-bin-fogo-system>

- **SPRINKLERS**

- Sprinklers on private property are the responsibility of the unit resident and/or Owner and maintenance is your responsibility. Any repairs that need to be done on private property impacting on supply of water to common areas will be repaired by Strata Company at resident/Owners expense. Please contact in writing admin@perthstrataco.com.au
- Sprinkler running time starts in the very early morning and runs till all 19 stations have completed.
- *Summer:* Sprinklers on Wednesday, Friday and Sunday
- *Autumn/Early Spring:* Sprinklers are on Wednesday & Sunday for a shorter period
- *Winter: (June/July/August):* the reticulation is on for 2 minutes on Wednesday to keep lines and sprinklers clean.

- **GARDENS**

- Within the Body Corp Gardens it is prohibited for any owner/resident/proprietor to prune/cut/remove any plants without prior approval of the Strata Company
- Front Gardens in front of the units are to be kept in reasonable condition and free of weeds/grass/dead plants as much as possible.
- The Trees and Bushes that are in your private property will need to be kept trimmed so that they do not touch the unit roofing or fencing and do not overhang or allow debris to drop into and block the gutters.



Minutes of Annual General Meeting

AGM | Owners Of Winnacott Gardens | SP16002

Strata plan - SP16002, 35 Winnacott Street, Willagee WA 6156

Annual General Meeting was held on 26 August 2025 at Perth Strata Co, 1/36 Moolyeen Road, Mount Pleasant

The meeting commenced at 17:46

Present: Lot 2 - Mike Elliott, Lot 3 - Christopher and Bronwyn Elliott, Lot 4 - Alexandr Tsaplin, Lot 5 - Shane Merriman, Lot 6 - PSC, Lot 7 - Gary Byrne, Lot 9 - PSC, Lot 10 - Mingxi Zhang, Lot 11 - Emma Stevenson, Lot 12 - Marion Froux, Lot 14 - Michelle Pearson, Lot 15 - Pauline Derham, Lot 16 - PSC, Lot 17 - PSC, Lot 18 - David and Sally Carey, Lot 19 - PSC, Lot 20 - Michael and Brenda Potter, Lot 21 - Gillian Warren, Lot 22 - David and Barbara McManus, Lot 23 - Deb and George Knuckey, Lot 26 - PSC, Lot 27 - Gillian Warren, Lot 28 - Lillian Vinicombe, Lot 31 - PSC, Lot 32 - PSC, Lot 33 - Drew Errey, Lot 34 - John Wrzosciewicz, Lot 35 - Jack and Claire Warick, Lot 36 - Vincent Puglisi, Lot 38 - Gillian Warren, Lot 39 - PSC, Lot 40 - PSC, Lot 41 - Gillian Warren, Lot 42 - Timothy and Emily McLeish, Lot 43 - Anke Stoffberg, Lot 44 - PSC

Proxies: Lot 4 - Alexandr Tsaplin, Lot 6 - PSC, Lot 7 - Gary Byrne, Lot 9 - PSC, Lot 11 - Emma Stevenson, Lot 12 - Marion Froux, Lot 15 - Pauline Derham, Lot 16 - PSC, Lot 17 - PSC, Lot 19 - PSC, Lot 21 - Gillian Warren, Lot 26 - PSC, Lot 27 - Gillian Warren, Lot 31 - PSC, Lot 32 - PSC, Lot 34 - John Wrzosciewicz, Lot 38 - Gillian Warren, Lot 39 - PSC, Lot 40 - PSC, Lot 41 - Gillian Warren, Lot 43 - Anke Stoffberg, Lot 44 - PSC

Apologies: Sharon Hagan (Lot 6) Dianne Knight (Lot 9) Lisa Collum (Lot 16) Jennifer Anderson (Lot 17) John Watts (Lot 19, 39 & 44) Angus Dawson (Lot 26) Candace Huth (lot 31) Susan and Murray Butters (Lot 32) Mengqi Xie (Mia) (Lot 40)

Chairperson: Natalie Pollock

In attendance: Natalie Pollock

Motion 1

Preliminary Matters

- 1.1 Appointment of Chairperson for the Meeting
- 1.2 Announcement of those present by invitation and announcement of any apologies received

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1.1 Natalie Pollock representing Perth Strata Co. was appointed as Chairperson for the Meeting.

1.2 Natalie Pollock representing Perth Strata Co. was present by invitation and apologies noted as received from:

Sharon Hagan (Lot 6)

Dianne Knight (Lot 9)

Lisa Collum (Lot 16)

Jennifer Anderson (Lot 17)

John Watts (Lot 19, 39 & 44)

Angus Dawson (Lot 26)

Candace Huth (lot 31)

Susan and Murray Butters (Lot 32)

Mengqi Xie (Mia) (Lot 40)

Motion 2

Attendance and Proxies

- 2.1 Verification of Proxies and those eligible to vote
- 2.2 Quorum declaration

-

2.1 Proxies received were verified and checked and those in attendance were deemed as being eligible to vote.

2.2 A quorum was declared as present and the meeting commenced at 5.46pm. (Note: There were some IT issues at start time)

Motion 3

Confirmation of Previous AGM Minutes

Proposed Motion:

- 3.1 That the previously circulated Minutes of the AGM held on 8th August 2024 be held as a true record of those proceedings.
- 3.2 Consideration of any matters arising from the previous general meeting and not otherwise provided for by this Agenda.

Motion adopted -

3.1 It was moved on a motion by John Wrzoskiewicz (Lot 34) and seconded by Timothy McLeish (Lot 42) that the previously circulated Minutes of the AGM held on 8th August 2024 be held as a true record of those proceedings. It was agreed by a majority vote by owners present and the motion was declared as passed.

3.2 There were no matters arising from the previous general meeting and not otherwise provided for by this Agenda raised.

Motion 4

Consideration of the Statement of Accounts

Proposed Motion:

- 4.1 The Statement of Accounts for the 12-month period to **30 June 2025** showing an amount of **\$96,481.61** Net Owner's Funds be adopted as presented.

Motion adopted -

4.1 It was moved on a motion by David McManus (Lot 22) and seconded by Michelle Pearson (Lot 14) that the Statement of Accounts for the 12-month period to 30 June 2025 showing an amount of \$96,481.61 Net Owner's Funds be adopted as presented. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 5

Insurance

Proposed Motion:

The Strata Company

5.1 accepts the current policy, Certificate of Currency attached.

- **Insurer - Strata Community Insurance**
- **Policy # - WRSC20002369**
- **Period- 31.5.2025 - 31.5.2026**
- **Building Sum - \$15,488,000**

NOTE: Valuation completed 7 March 2025

5.2 instructs Perth Strata Co. to renew the policy at the current or suggested cover as quoted by Adapt Risk Solutions and approved by the Council of Owners

5.3 That the Financial Services Guide, Product Disclosure Statement + Policy, be received and incorporated into the records of the Strata Company.

Motion adopted -

5.1 It was moved on a motion by Timothy McLeish (Lot 42) and seconded by Vincent Puglisi (36) that the Strata Company accepts the current policy, Certificate of Currency attached. It was agreed by a majority vote by owners present and the motion was declared as passed.

Note: A copy of the Valuation report available on the portal or by emailing your strata manager to request a copy.

5.2 It was moved on a motion by Timothy McLeish (Lot 42) and seconded by Vincent Puglisi (36) that the Strata Company instructs Perth Strata Co. to renew the policy at the current or suggested cover as quoted by Adapt Risk Solutions and approved by the Council of Owners. It was agreed by a majority vote by owners present and the motion was declared as passed.

5.3 It was moved on a motion by Timothy McLeish (Lot 42) and seconded by Vincent Puglisi (36) that the Financial Services Guide, Product Disclosure Statement + Policy, be received and incorporated into the records of the Strata Company. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 6

Election of Council of Owners

Proposed Motion:

- 6.1 Determine that the number of persons of whom the Council shall consist of (min 3, max 7) proprietors
- 6.2 Receive nominations of candidates for election to Council
- 6.3 If required, conduct a ballot to elect members of the Council
- 6.4 Resolve that the Members of Council so nominated shall be accepted as the duly elected Members of the Council of Owners.
- 6.5 Working Committee - Council would like to encourage owners to be a part of a working committee. *"if anyone is interested in organizing events, they don't need to be part of the Council of Owners, they can just come and help. If anyone is interested in keeping & having a look around frequently at the complex, but not be part of all the meetings and emails, that's something we would like to encourage with people"*

Motion adopted -

6.1 It was moved on a motion by Mike Elliott (Lot 2) and seconded by George Knuckey (Lot 23) that the number of persons of whom the Council shall consist of 6 proprietors.

6.2 Nominations of candidates for election to Council were received from:

Marion Froux (Lot 12)

Michelle Pearson (Lot 14)

Lisa Collum (Lot 16)

David McManus (Lot 22)

John Wrzosekiewicz (Lot 34)

Vincent Puglisi (36)

6.3 No ballot was required to elect members of the Council

6.4 It was moved on a motion by Mike Elliott (Lot 2) and seconded by George Knuckey (Lot 23) to resolve that the Members of Council so nominated shall be accepted as the duly elected Members of the Council of Owners.

6.5 Working Committee - Council would like to encourage owners to be a part of a working committee.

Lillian Vinicombe (Lot 28) - indicated she would be available to assist to organize events and to assist Council with other matters.

The outgoing members of the Council were thanked for their contributions over the past year and previously.

The incoming members of Council were thanked for volunteering to join or remain on the Council.

Motion 7

Proposed Budget

Proposed Motion:

7. That the proposed budget for the 12-month period to **30 June 2026**, showing:

\$92,732.00 estimated expenditure in the Admin Fund

\$ 22,500.00 provision for the Reserve Fund

be adopted as the budget of the Strata Company.

Adopted with amendments -

7. It was moved on an amended motion by Lillian Vinicombe (Lot 28) and seconded by Michelle Pearson (Lot 14) that the proposed budget for the 12-month period to 30 June 2026, showing:

\$92,732.00 estimated expenditure in the Admin Fund

\$ 22,500.00 provision for the Reserve Fund

be adopted as the budget of the Strata Company; and

It was further agreed to invest \$60,000 of the Reserve Funds into an Interest Bearing Deposit. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 8

Determination of the Levy Contribution

Proposed Motion:

8. That the levy of contributions to the Administrative Fund be \$93,000 and the levy of contributions to the Reserve Fund be \$23,647, made payable in proportion to the unit entitlement of the respective lot in advance by Quarterly instalments as set out below:

Administration Fund:

\$22.66 per UE due on the **1st July 2025 (Levy 1)** (already issued)

\$23.44 per UE due on the **1st October 2025 (Levy 2)**

\$23.44 per UE due on the **1st January 2026 (Levy 3)**

\$23.44 per UE due on the **1st April 2026 (Levy 4)**

and **Reserve Fund:**

\$6.67 per UE due on the **1st July 2025 (Levy 1)** (already issued)

\$5.66 per UE due on the **1st October 2025 (Levy 2)**

\$5.66 per UE due on the **1st January 2026 (Levy 3)**

\$5.66 per UE due on the **1st April 2026 (Levy 4)**

**UE - Unit of Entitlement - you can calculate your individual quarterly levy amounts by applying the above amount to the number of UE (Unit Entitlements) allocated to your individual lot.*

Levies per quarter for Q 2, 3 & 4

UE - 20 = \$586.66 - Units: 13, 21, 37, 40, 41.

UE - 22 = \$645.34 - Units: 2, 5, 14, 17, 18, 19, 20, 23, 24, 25, 26, 35, 36, 38, 39, 43, 44.

UE - 23 = \$647.66 - Units: 1, 3, 4, 6, 7, 8, 9, 15, 16, 29, 32, 33.

UE - 24 = \$704.00 - Units: 10, 11, 28, 31, 42.

UE - 26 = \$762.66 - Units: 12, 22, 27, 30, 34.

Motion adopted -

8. It was moved on a motion by David McManus (Lot 22) and seconded by Michelle Pearson (Lot 14) that the levy of contributions to the Administrative Fund be \$93,000 and the levy of contributions to the Reserve Fund be \$23,647, made payable in proportion to the unit entitlement of the respective lot in advance by Quarterly instalments. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 9

Expenditure and Levy Collection beyond the Current Period

Proposed Motion:

- 9.1 That the Council be authorised to continue to spend at a rate that is consistent with the spend rate for the previous financial year period until the next years budget is approved at the future AGM.
- 9.2 That further quarterly levies can be raised at the same rate as the final quarter levy for the current period until the new levy amounts can be determined by a future AGM.

Motion adopted -

9.1 It was moved on a motion by George Knuckey (Lot 23) and seconded by Drew Errey (Lot 33) that the Council be authorised to continue to spend at a rate that is consistent with the spend rate for the previous financial year period until the next years budget is approved at the future AGM. It was agreed by a majority vote by owners present and the motion was declared as passed.

9.2 It was moved on a motion by George Knuckey (Lot 23) and seconded by Drew Errey (Lot 33) that further quarterly levies can be raised at the same rate as the final quarter levy for the current period until the new levy amounts can be determined by a future AGM. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 10

Debt Collection

Proposed Motion

- 10.1 The Debt Collection Procedure as attached be adopted
- 10.2 That all costs associated with debt recovery from an owner (including strata management fees) will be on-charged to the relevant lot.

Motion adopted -

10.1 It was moved on a motion by Anke Stoffberg (Lot 43) and seconded by Gillian Warren (Lots 21, 27, 38 & 41) that the Debt Collection Procedure as attached be adopted. It was agreed by a majority vote by owners present and the motion was declared as passed.

10.2 It was moved on a motion by Anke Stoffberg (Lot 43) and seconded by Gillian Warren (Lots 21, 27, 38 & 41) that all costs associated with debt recovery from an owner (including strata management fees) will be on-charged to the relevant lot. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 11

Appointment of Public Officer

Proposed Motion:

11. The Public Officer for the Strata Company is to be Phill Geary, Ascend Business Accounting

Motion adopted -

11. It was moved on a motion by John Wrzoskiewicz (Lot 34) and seconded by George Knuckey (Lot 23) that the Public Officer for the Strata Company is to be Phill Geary, Ascend Business Accounting. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 12

NBN Upgrade - FTTP

Proposed Motion:

12. That the owners agree to enter into contract with NBN to upgrade the connection from existing FTTN to FTTP for a contracted cost of \$275 per unit. To be paid for from Special Levy raised at cost per lot. NOTE: If the NBN assessment cannot proceed for this cost pending NBN assessment being completed, to be referred to Council of Owners for further decision.

Note:

FTTP = Fiber to the Premises

FTTN = Fiber to the node

Motion adopted -

12. It was moved on a motion by Timothy McLeish (Lot 42) and seconded by Michelle Pearson (Lot 14) that the owners agree to enter into contract with NBN to upgrade the connection from existing FTTN to FTTP for a contracted cost of \$275 per unit. To be paid for from Special Levy raised at cost per lot. NOTE: If the NBN assessment cannot proceed for this cost pending NBN assessment being completed, to be referred to Council of Owners for further decision. It was agreed by a majority vote by owners present and the motion was declared as passed.

Dissent was noted from Mike Elliott (Lot 2).

Michelle Pearson (Lot 14) offered and was allocated to be the site contact for NBN.

Motion 13

Special Levy - NBN Upgrade

PENDING OUTCOME OF MOTION 12. IF NOT AGREED, MOTION BELOW IS NOT REQUIRED.

Proposed Motion:

13. That the owners agree to raise a Special Levy to pay for the proposed upgrade of NBN from the existing FTTN to FTTP. Levy to be raised in Reserve fund at \$275 per lot and to be due by 30 September 2025. NOTE: If NBN assessment determines that the installation cannot occur as it will cost more than \$275 per lot, matter to be referred to Council for further progression and determination and funds raised to be held in Reserve fund.

Motion adopted -

13. It was moved on a motion by Vincent Puglisi (36) and seconded by John Wrzoskiewicz (Lot 34) that the owners agree to raise a Special Levy to pay for the proposed upgrade of NBN from the existing FTTN to FTTP. Levy to be raised in Reserve fund at \$275 per lot and to be due by 30 September 2025. NOTE: If NBN assessment determines that the installation cannot occur as it will cost more than \$275 per lot, matter to be referred to Council for further progression and determination and funds raised to be held in Reserve fund. It was agreed by a majority vote by owners present and the motion was declared as passed.

Dissent was noted from Mike Elliott (Lot 2).

Motion 14

Use of Parking Bay Outside unit 18

Proposed Motion:

14. That the parking bay on the common property outside of Unit 18 is restricted for use. **Parking in this bay is only permitted between 6pm to 6am.** No parking is permitted in this bay between 6am to 6pm.

Adopted with amendments -

14. It was moved on an amended motion by George Knuckey (Lot 23) and seconded by Bronwyn Elliott (Lot 3) that the parking bay on the common property outside of Unit 18 is restricted for use. Parking in this bay is only permitted between 6pm to 6am. No parking is permitted in this bay between 8am to 6pm. To be done for an initial 6-month trial time frame. Signage to be installed. It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 15

Front Fencing

15. Discussion Item:

The brick wall along the front of the scheme along Winnacott Street has some areas which are infilled with wooden fence slats.

The units involved are 31, 32, 32, 34, 3, 2 & 1.

Some of this fencing is deteriorated and either needs to be replaced, rectified and / or painted. This is currently a brown color which has been indicated as being quite dated and unattractive in appearance.

The boundaries of the lots are the external surfaces, except where there is a joined fence or wall where the centerline becomes the boundary. These fences are along a public area, so there is no centerline "share" with a second owner on the other side of these fences. Therefore, the responsibility and cost to maintain these areas is thought to be an owners cost and responsibility.

However, some years ago, the Strata Company collectively paid to stain the existing fencing, this was done by owners as part of a busy bee. There was some opposition from some owners for this to be paid for from Strata Company funds. Strata Company funds should only be expended on Common and not private property.

All other wooden boundary fences within the scheme are not permitted to be replaced with wooden style fencing and when required these must only be replaced with Colourbond fencing in a Pale Eucalypt colour. There is some concern however if the panel areas at the front of the scheme are replaced with colourbond panels these may be damaged by people passing by or not look good.

The discussion to be determined is:

1. Who is responsible for arranging and paying for these areas of fencing? and
2. Should these remain as wooden fence inserts or be changed to colourbond?; and
3. What is an acceptable colour for these fences, can this be changed from the existing brown?

-

Fencing in the area at the scheme was discussed in detail. While the matter will be referred to the Council to progress the overall decision and indication from owners was as indicated below:

1. Who is responsible for arranging and paying for these areas of fencing?

Owners indicated that as this is the front presentation aspect of the scheme it should be the responsibility and cost of the strata company collectively to attend to and maintain the external surface of this fence.

2. Should these remain as wooden fence inserts or be changed to colourbond?

Owners clearly indicated that colour bond was not a favoured option as it is thought this was simply be continually be vandalised and damaged and look unsightly. The overall preference was to retain the infill areas with wood. There was some discussion in relation to newer options such as manufactured wood look panels, PVC etc but not enough was known about these to be able to consider and it was felt that cost for these materials would likely be prohibitive. Council to explore options if deemed warranted. IT was also noted if the "style" was changed then all areas would need to be replaced to maintain the uniform appearance. If wood was utilised as per existing, then likely only some areas would b=need to be replaced and most other areas could be rectified and painted.

3. What is an acceptable colour for these fences, can this be changed from the existing brown?

The overall decision was to repaint this in a more neutral colour such as Eucalyptus green or similar. Owners did not want to retain the existing brown if this was to be repainted.

Motion 16

Section 64 - Infrastructure Installation Application - Unit 22 - Whirlybird

Proposed Motion:

16. That the owners approve the submitted application via an Infrastructure Contract as per the attached details and below:

- Lot Number: 22
- Requested Infrastructure Type: Whirly Bird
- Date of Application: 11th August 2025

Motion adopted -

16. It was moved on a motion by Deb Knuckey (Lot 23) and seconded by Michelle Pearson (Lot 14) that the owners approve the submitted application via an Infrastructure Contract as per the attached details and below:

Lot Number: 22

Requested Infrastructure Type: Whirly Bird

Date of Application: 11th August 2025

It was agreed by a majority vote by owners present and the motion was declared as passed.

Motion 17

General Business

17. Items for Discussion

- Reminder - Flex hoses to be checked in all wet areas. this is an owner maintenance item, if they burst it will cause a flood. Not all insurances will accept the claim if maintenance items not maintained.
- Reminder - All lot Owners should maintain their own contents insurance policy. The Strata building policy does not cover landlord contents (ie floor coverings, light fittings, window treatments etc)
- If there are any issues are noted at the scheme that require attention please ensure that these are reported to the Perth Strata Co office via email. If possible, please include photos of the issue and a clear description of the location.
- Reminder - process for contacting the strata manager is to put it in writing to ***admin@perthstrataco.com.au***
- Reminder - ensure the email address ***service@strack.com.au*** is added to your "safe senders list" as this is the email address from which all notifications and levies are issued from.
- Current contractor satisfaction
- Votes Outside of Meetings (VOM) charge to be \$150 + GST, Lot Owner is invoiced, Scheme is charged and reimbursed by the Lot Owner.

-

17. Items for Discussion were discussed in detail with owners at the meeting.

Items without Notice:

- **Garden Inspections** - Owners were advised that these are completed approximately twice a year. The aim is the "prevent harm" and to be able to ensure gardens are not permitted to grow to levels that may cause issues such as blocking gutters, damaging buildings or fences etc. Owners are requested to promptly action any items that may be requested of them to complete following the inspections.
- **Roof Inspections** - Owners were thanked for their cooperation in permitting access for the recently completed roof and gutter inspections. The findings from these inspections will now be analyzed and actions determined and prioritized by the Council of Owners. Please note: Further access to some lots and areas may be required to allow quoting inspections and future works, owners are requested to cooperate with any requests for access to complete this.
- **Paving** - Vincent Puglisi (36) raised (by email) the paving at the front part lot area of his lot. Clarity was sought in regard to the permitted style and colour in this area. This matter was referred to Council to progress.
- **Parcel Delivery Box** - It was raised if a Parcel Delivery box could possibly be considered to be installed at the scheme for the use of all lots. It is thought this would reduce parcel theft from lots. Matter referred to Council for further consideration. NOTE: It was also suggested that owners should make alternate arrangements for parcel deliveries if they could not be at site when these were due for delivery such as using Australia Post locker or arranging the parcel to be collected instead.
- **Underground Power** - It was discussed that this is currently being undertaken in the area and owners have been issued with additional rates notices specifically for the project costs. A further rate is expected for the 2026-2027 year. It is unknown how much the next City levy will be as there is some speculation that the existing green electrical dome connections at site may offset the next costs to a degree. It was also noted how difficult it is to get information and any clarification from the City in relation to these works. This is a private matter between the City and individual owners and not something that the Council of Owners is responsible for managing.
- **Works following Roof & Gutter Inspections** - It was noted owners will be contacted if their units require further inspections or were deemed to have issues following the roof inspections. Lillian Vinicombe (Lot 28) specifically indicated that she believed her unit had been identified and having issues and was concerned.
- **Christopher Elliott (Lot 3)** indicated his unit appears to have a downpipe or similar missing from his guttering allowing water to free fall to the ground from roof height. Council to contact Chris to arrange to inspect and Chris to provide photos.
- **Emergency Water Shut Down Valves to units** - Alexandr Tsaplin (Lot 4) raised that the one for his unit is basically non-operational. This matter has been raised previously. To be referred to Council to progress.
- **Sally Carey (Lot 18)** as outgoing Chairperson indicated her thanks to the previous year's Council members for all of their hard work over the year. The owners also thanked Sally for her efforts.

There was no further business raised. The Chairperson thanked the owners for their attendance and the meeting was declared closed at 8.02pm.

There being no further business the meeting closed at 20:02



Minutes of Annual General Meeting

AGM | SP16002 - Owners of Winnacott Gardens

Strata plan - SP16002, 35 Winnacott Street, Willagee WA 6156

Annual General Meeting was held on 24 August 2026 at LeisureFit Melville | Meeting Room 2 | 431 Canning Highway, Melville

The meeting commenced at 17:08

Present:

Lot 1 - Perth Strata Co Representative, Lot 2 - Mike Elliott, Lot 3 - Christopher and Bronwyn Elliott, Lot 7 - Anita Moyes and Gary Byrne, Lot 9 - Perth Strata Co Representative, Lot 11 - Damian Williams, Lot 12 - Perth Strata Co Representative, Lot 15 - Perth Strata Co Representative, Lot 16 - Lisa Collum, Lot 17 - Perth Strata Co Representative, Lot 18 - David and Sally Carey, Lot 19 - Perth Strata Co Representative, Lot 20 - Brenda Potter, Lot 21 - Perth Strata Co Representative, Lot 22 - David and Barbara McManus, Lot 23 - Wayne Walters, Lot 27 - Perth Strata Co Representative, Lot 28 - Perth Strata Co Representative, Lot 30 - Joao Fernandes, Lot 31 - Perth Strata Co Representative, Lot 32 - Thomas Forbes & Sally Preston, Lot 33 - Drew Errey, Lot 34 - John Wrzoskiewicz and Sally Munrowd, Lot 38 - Perth Strata Co Representative, Lot 39 - Perth Strata Co Representative, Lot 40 - Perth Strata Co Representative, Lot 41 - Perth Strata Co Representative, Lot 42 - Molly Elliott, Lot 44 - Perth Strata Co Representative

Proxies:

Lot 1 - Perth Strata Co Representative, 3, Lot 9 - Perth Strata Co Representative, Lot 12 - Perth Strata Co Representative, Lot 15 - Perth Strata Co Representative, Lot 17 - Perth Strata Co Representative, Lot 19 - Perth Strata Co Representative, Lot 21 - Perth Strata Co Representative, Lot 27 - Perth Strata Co Representative, Lot 28 - Perth Strata Co Representative, Lot 31 - Perth Strata Co Representative, Lot 38 - Perth Strata Co Representative, Lot 39 - Perth Strata Co Representative, Lot 40 - Perth Strata Co Representative, Lot 41 - Perth Strata Co Representative, Lot 44 - Perth Strata Co Representative

Voted electronically:

-

Apologies:

-

Chairperson:

Donna Gordin

In attendance:

Donna Gordin

Preliminary Matters

- 1.1 Appointment of Chairperson for the Meeting
- 1.2 Announcement of those present by invitation and announcement of any apologies received

1.1 It was agreed Donna Gordin as Strata Manager would Chair the meeting.

1.2 Those present by invitation include Donna Gordin and Jess Tomizzi from Perth Strata Co.

Attendance and Proxies

- 2.1 Verification of Proxies and those eligible to vote
- 2.2 Quorum declaration

2.1 All proxies received where eligible to vote

2.2 At the start time of the meeting a quorum was present 29 /44

Motion 1

Confirmation of Previous AGM Minutes

Proposed Motion:

- 1.1 That the previously circulated Minutes of the AGM held on **26 August 2025** be held as a true record of those proceedings.
- 1.2 Consideration of any matters arising from the previous general meeting and not otherwise provided for by this Agenda.

Motion adopted

1.1 It was resolved to adopt the motion

1.2 NIL

Motion 2

Consideration of the Statement of Accounts

Proposed Motion:

2.1 The Statement of Accounts for the 12-month period to **30 June 2026** showing an amount of **\$115,338.33** Net Owner's Funds be adopted as presented.

Motion adopted

2.1 It was resolved to adopt the motion

Motion 3

Insurance

Proposed Motion:

The Strata Company

3.1 accepts the current policy, Certificate of Currency attached.

- **Insurer - SCI**
- **Policy # - WRSC20002369**
- **Period- 31.05.2026-31.05.2027**
- **Building Sum - \$16,417,280**
- **Last Valuation completed: 07.03.2025**

3.2 instructs Perth Strata Co. to renew the policy at the current or suggested cover as quoted by Adapt Risk Solutions and approved by the Council of Owners

3.3 That the Financial Services Guide, Product Disclosure Statement + Policy, be received and incorporated into the records of the Strata Company.

Motion adopted

3.1 It was resolved to adopt the motion

3.2 It was resolved to adopt the motion

3.3 It was resolved to adopt the motion

Motion 4

Election of Council of Owners + Authority to Execute Documents

Proposed Motion:

- 4.1 Determine that the number of persons of whom the Council shall consist of (min 3, max 7) proprietors
- 4.2 Receive nominations of candidates for election to Council
- 4.3 If required, conduct a ballot to elect members of the Council
- 4.4 Resolve that the Members of Council so nominated shall be accepted as the duly elected Members of the Council of Owners.
- 4.5 That by ordinary resolution that the Strata Company in accordance with section 118(2)(a) of the Strata Titles Act 1985 (Act) authorises any of the following;

- 2 members of the council of the Strata Company acting jointly; OR
- the representative of Perth Strata Co. on behalf of the Strata Company after written instructions from the Council of Owners.

to execute any documents necessary, desirable, or related to the operation or functions of the Strata Company or as deemed appropriate by the Strata Company.

Motion adopted

4.1 It was determined the Council of Owners would consist of 7 proprietors

4.2 Nominations were received from

- **David McManus Lot 22**
- **John Wrzoskiewicz Lot 34**
- **Tom Forbes Lot 32**
- **Lisa Collum Lot 16**
- **Wayne Watters Lot 23**
- **Sally Carey Lot 18**

4.3 No Ballot required

4.4 It was resolved that those nominated are duly elected as the COO until the next AGM

4.5 The resolution was adopted

Motion 5

Proposed Budget

Proposed Motion:

5.1 That the proposed budget for the 12-month period to **30 June 2026**, showing:

\$ 113,740 estimated expenditure in the Admin Fund

\$ 57,500 provision for the Reserve Fund

be adopted as the budget of the Strata Company.

5.2 The Strata Manager is authorised to proceed with routine maintenance as approved in the budget for items like (if applicable) gutter cleaning, gate maintenance, backflow device testing, pest control, reticulation start up/service, window cleaning.

Motion adopted

5.1 It was resolved to adopt the motion

5.2 It was resolved to adopt the motion

Motion 6

Determination of the Levy Contribution

Proposed Motion:

6.1 That the levy contributions payable in advance to the **Administration Fund be \$91,740** , and the levy of contributions payable in advance to the **Reserve Fund of \$26,542**, shall be levied by unit entitlement or by any other method as registered in the Scheme By-Laws until otherwise determined by the Strata Company at a General Meeting.

Administration Fund Levies:

\$23.44 per UE due on the **1 Jul 2026** (already issued)

\$22.76 per UE due on the **1 Oct 2026**

\$22.76 per UE due on the **1 Jan 2027**

\$22.76 per UE due on the **1 Apr 2027**

and **Reserve Fund Levies:**

\$5.66 per UE due on the **1 Jul 2026** (already issued)

\$6.96 per UE due on the **1 Oct 2026**

\$6.96 per UE due on the **1 Jan 2027**

\$6.96 per UE due on the **1 Apr 2027**

Q2 - Q4 Quarterly Levies to be:- As per Levy Schedule in the Financial Pack

6.2 That the Council of Owners be authorised to continue to spend at a rate that is consistent with the spend rate for the previous financial year period until the next years budget is approved at the future AGM.

6.3 That further quarterly levies can be raised at the same rate as the budget for the 2026 - 2027 FY until the new levy amounts can be determined by a future AGM.

Motion adopted

6.1 it was resolved to adopt the motion

6.2 it was resolved to adopt the motion

6.3 it was resolved to adopt the motion

Motion 7

Debt Collection

Proposed Motion

7.1 The Debt Collection Procedure as attached be adopted

7.2 That all costs associated with debt recovery from an owner (including strata management fees) will be on-charged to the relevant lot.

Motion adopted

7.1 it was resolved to adopt the motion

7.2 it was resolved to adopt the motion

Motion 8

Appointment of Strata Manager

Proposed Motion:

8.1 That Perth Strata Co. be appointed as Strata Manager for two years, being **1.7.26 - 30.6.28** for a fee of **\$18,480** under the terms and conditions set out in the Management Authority.

Motion adopted

8.1 it was resolved to adopt the motion

Motion 9

Review of 10 Year Maintenance Plan

Proposed Resolution:

9.1 That the Council of Owners review the 10 year maintenance plan as required under the Strata Titles Act on behalf of the owners

Motion adopted

9.1 it was resolved to adopt the motion

General Business

Items for Discussion

1.1 The Council of Owners would like to bring the registered by-law regarding keeping of pets to the attention of all owners:

22. Keeping of Pets

(1) A Proprietor, occupier or other resident of a lot shall be permitted to keep either one small domesticated dog weighing no more than 10 kilograms or thereabouts or one cat on their lot. Indoor aquariums are permitted provided the proprietor, occupier or other resident indemnifies the strata company from any liability for damage caused in the event the aquarium breaks and floods the lot. Domesticated cage birds are permitted provided the birds do not interfere with the quiet and peaceful enjoyment of other proprietors.

In the interest of all owners, the Council would like to keep a register of pets to be kept at the units and request that this information is provided for each lot.

Other Reminders:

- Reminder - Flex hoses to be checked in all wet areas. this is an owner maintenance item, if they burst it will cause a flood. Not all insurances will accept the claim if maintenance items not maintained.
- Reminder - All lot Owners, they should maintain their own contents insurance policy. The Strata building policy does not cover contents (ie floor coverings, light fittings, window treatments etc)
- If there are any issues are noted at the scheme that require attention please ensure that these are reported to the Perth Strata Co office via email. If possible, please include photos of the issue and a clear description of the location.
- Reminder - process for contacting the strata manager is to put it in writing to ***admin@perthstrataco.com.au***
- The Public Officer for the Strata Company is to be Phill Geary, Ascend Business Accounting
- Perth Strata Co. emergency after hours sign to be installed onsite at a location determined by the COO

1.1 Owners were reminded of the pet bylaw and their requirement to register their pets with the Strata Company

1.2 A reminder to check your flexi hoses was discussed. One lot owner identified a flood stop as being able to be installed to stop the flow of water should your flexi hose burst. Flexi hoses are an owner maintenance item.

1.3 A reminder all owners should take out their own contents insurance.

1.4 A discussion was held around taking out individual building insurance. It is a requirement that the Strata Company take out a policy that covers all lots.

1.5 A discussion was held around the minimum height of plants outside the front units as excessive pruning was undertaken. COO to liaise with gardener and lot owners.

There being no further business the meeting closed at 17:47



PERTH STRATA CO.

FINANCIAL REPORT PACK

SP16002

35 Winnacott Street, Willagee WA 6156

Generated **04/06/2026**

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BALANCE SHEET

SP16002 - 35 Winnacott Street, Willagee WA 6156

As at 30/06/2026

Account	30/06/2026	30/06/2025
Admin Fund		
Assets		
Cash at Bank	\$25,521.77	\$17,198.12
Receivable - Levies	\$1,499.64	\$481.13
Receivable - Owner	\$199.86	\$0.00
Total Assets	\$27,221.27	\$17,679.25
Liabilities		
Levies Paid Not Yet Due	\$0.00	\$13,871.98
Prepaid Levies	\$754.92	\$2,417.34
Total Liabilities	\$754.92	\$16,289.32
Net Assets	\$26,466.35	\$1,389.93
Owner's Equity		
Operating Surplus/Deficit	\$25,076.42	(\$2,711.58)
Retained Earnings	\$1,389.93	\$4,101.51
Total Owner's Equity	\$26,466.35	\$1,389.93

Reserve Fund

Assets

Cash at Bank	\$54,976.09	\$99,024.99
Term Deposit	\$60,000.00	\$0.00
Receivable - Levies	\$362.24	\$146.67

Total Assets	\$115,338.33	\$99,171.66
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Liabilities

Levies Paid Not Yet Due	\$0.00	\$4,079.98
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Total Liabilities	\$0.00	\$4,079.98
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Net Assets	\$115,338.33	\$95,091.68
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Owner's Equity

Operating Surplus/Deficit	\$20,246.65	\$8,511.28
Retained Earnings	\$95,091.68	\$86,580.40

Total Owner's Equity	\$115,338.33	\$95,091.68
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INCOME & EXPENDITURE

01/07/2025 to 04/06/2026

SP16002 - 35 Winnacott Street, Willagee WA 6156

01/07/2025 to 04/06/2026

Admin Fund

Current period

Current
budget

Previous period

01/07/2025

01/07/2024

04/06/2026

30/06/2025

Revenue

Certificate 110 Fees	\$1,400.00	\$0.00	\$280.00
Income Tax Refund	\$0.00	\$0.00	\$2.24
Interest on Levy Arrears	\$52.83	\$0.00	\$36.57
Levies Due	\$93,000.15	\$93,000.00	\$83,946.62
Recovery - Owner	\$330.00	\$0.00	\$0.00
Recovery - Plumbing	\$4,323.00	\$0.00	\$0.00
Total	\$99,105.98	\$93,000.00	\$84,265.43

Expenses

Admin - Section 110 Certificates	\$1,120.00	\$0.00	\$560.00
Agent Management Fees - Accounting and Taxation Services	\$275.00	\$0.00	\$0.00
Agent Management Fees - Meetings	\$330.00	\$0.00	\$0.00
Bank Charges - Account Fees	\$0.00	\$50.00	\$10.40
Bank Charges - BPAY/DEFT Fees	\$180.50	\$150.00	\$156.70
By-Law Preparation	\$0.00	\$0.00	\$210.30
Electrical Services	\$291.27	\$1,000.00	\$0.00
Gardening + Lawn Services	\$13,026.35	\$18,000.00	\$16,037.10
General Maintenance	\$0.00	\$3,000.00	\$1,283.45
Gutters & Downpipes	\$3,785.00	\$3,800.00	\$3,755.00
High Pressure Cleaning	\$0.00	\$2,000.00	\$0.00
Income Tax Expense	\$522.00	\$900.00	\$673.20
Insurance - Premiums	\$23,421.80	\$27,000.00	\$23,493.43
Management Fees - Standard	\$15,246.00	\$16,632.00	\$16,632.00
Painting	(\$99.00)	\$0.00	\$0.00
Pest/Vermin Control	\$3,388.00	\$3,500.00	\$12,975.00
Plumbing	\$4,768.50	\$1,000.00	\$0.00
Prior Period Adjustment	\$0.00	\$0.00	\$822.57
Reimbursement - COO	\$53.60	\$1,000.00	\$589.68
Signage	\$0.00	\$2,500.00	\$0.00
Tree Lopping and Pruning	\$0.00	\$1,000.00	\$0.00
Utility - Electricity	\$987.06	\$1,200.00	\$1,063.51
Utility - Electricity Credits Used	(\$150.00)	\$0.00	(\$1,400.00)
Utility - Water Consumption	\$6,883.48	\$10,000.00	\$9,124.67
Valuer	\$0.00	\$0.00	\$990.00
Total	\$74,029.56	\$92,732.00	\$86,977.01

Operating Surplus/(Deficit)	\$25,076.42	\$268.00	(\$2,711.58)
Opening Balance	\$1,389.93	\$1,389.93	\$4,101.51

Closing Balance

<u>\$26,466.35</u>	<u>\$1,657.93</u>	<u>\$1,389.93</u>
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Reserve Fund**Current period****Current
budget****Previous period**01/07/2025
04/06/202601/07/2024
30/06/2025**Revenue**

Levies Due	\$23,646.65	\$23,647.00	\$24,853.28
Special Levy	\$12,100.00	\$0.00	\$0.00
Total	\$35,746.65	\$23,647.00	\$24,853.28

Expenses

Bore Maintenance	\$3,400.00	\$0.00	\$0.00
Communications	\$12,100.00	\$0.00	\$0.00
Electrical Services	\$0.00	\$0.00	\$1,639.00
Fencing	\$0.00	\$5,500.00	\$0.00
General Maintenance	\$0.00	\$0.00	\$1,716.00
Painting	\$0.00	\$15,000.00	\$0.00
Plants & Trees	\$0.00	\$2,000.00	\$0.00
Roofing	\$0.00	\$0.00	\$12,987.00
Total	\$15,500.00	\$22,500.00	\$16,342.00

Operating Surplus/(Deficit)	\$20,246.65	\$1,147.00	\$8,511.28
Opening Balance	\$95,091.68	\$95,091.68	\$86,580.40
Closing Balance	\$115,338.33	\$96,238.68	\$95,091.68

DETAILED EXPENSES

01/07/2025 to 30/06/2026

SP16002 - 35 Winnacott Street, Willagee WA 6156

01/07/2025 to 30/06/2026

Admin Fund

Admin - Section 110 Certificates 422800

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
25/11/2025	Preparation of Certificate 110 (1 and 2) for 42/35 Winnacott St, Willagee SP16002	Perth Strata Co.	102378	125353	Yes	\$280.00
08/01/2026	Preparation of Certificate 110 (1 and 2) for Unit 23, 35 Winnacott St, Willagee SP16002	Perth Strata Co.	102580	128681	Yes	\$280.00
16/03/2026	Preparation of Certificate 110 (1 and 2) for 10/35 Winnacott St, Willagee SP16002.	Perth Strata Co.	102673	133432	Yes	\$280.00
19/03/2026	Preparation of Certificate 110 (1 and 2) for 32/35 Winnacott St Willagee SP16002.	Perth Strata Co.	102692	133672	Yes	\$280.00
Total						\$1,120.00

Agent Management Fees - Accounting and Taxation Services 410178

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
17/02/2026	BAS lodgement Dec 25	Perth Strata Co.	102616	131460	Yes	\$275.00
Total						\$275.00

Agent Management Fees - Meetings 410185

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
18/08/2025	VOM Unit 42	Perth Strata Co.	102067	116559	Yes	\$165.00
09/12/2025	VOM Charge - Lot 29 - Application For Alteration - 08.12.2025	Perth Strata Co.	102385	126507	Yes	\$165.00
Total						\$330.00

Bank Charges - BPAY/DEFT Fees 410220

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
31/07/2025	DEFT Process Fee		102062	114615	Yes	\$15.60
29/08/2025	DEFT Process Fee		102080	117123	Yes	\$2.85
30/09/2025	DEFT Process Fee		102332	121087	Yes	\$57.25
31/10/2025	DEFT Process Fee		102363	123737	Yes	\$8.50
28/11/2025	DEFT Process Fee		102383	125593	Yes	\$4.25
31/12/2025	DEFT Process Fee		102482	128017	Yes	\$25.80
30/01/2026	DEFT Process Fee		102603	130044	Yes	\$13.20
27/02/2026	DEFT Process Fee		102625	131917	Yes	\$3.70
31/03/2026	DEFT Process Fee		102765	134370	Yes	\$38.70
30/04/2026	DEFT Process Fee		102867	136570	Yes	\$7.80
29/05/2026	DEFT Process Fee		102887	138936	Yes	\$2.85
Total						\$180.50

Electrical Services 400650

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
30/04/2026	12696-Repairs to light	Premier Electrical Services WA	102864	136839	Yes	\$291.27
Total						\$291.27

Gardening + Lawn Services 400780

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
10/07/2025	GMS-INV-22608-Additional plants - Unit 36 & unit 13 common gardens	Green Man Services Pty Ltd	102046	113188	Yes	\$585.20
24/07/2025	GMS-INV-22676-Lawn mowing 3.7.25, Gardening 9.7.25, 23.7.25	Green Man Services Pty Ltd	102050	114109	Yes	\$748.00
02/09/2025	GMS-INV-22806-MOWING @ WINNACOTT GARDENS - 7/8/25, GARDENING - 6/8/25, GARDENING - 20/8/25	Green Man Services Pty Ltd	102082	118110	Yes	\$748.00
20/09/2025	GMS-INV-22899-MOWING 4/9/25, GARDENING - 3/9/25, GARDENING - 17/9/25, RETIC REPAIRS, PARTS AND LABOUR	Green Man Services Pty Ltd	102122	120294	Yes	\$867.60
30/10/2025	GMS-INV-23039-Lawn mowing 2.10.25, 16.10.25. Gardening 1.10.25, 15.10.25, 29.10.25. Fertilise, retic repairs	Green Man Services Pty Ltd	102360	123741	Yes	\$1,814.15
28/11/2025	GMS-INV-23144-Lawn mowing 6.11.25, 20.11.25. Gardening 12.11.25, 26.11.25. Retic repairs	Green Man Services Pty Ltd	102380	125767	Yes	\$1,224.70
24/12/2025	GMS-INV-23272-Lawn mowing 4.12.25. Gardening 10.25.25, 17.12.25	Green Man Services Pty Ltd	102434	127545	Yes	\$759.00
29/01/2026	GMS-INV-23397-Lawn mowing 8.1.26, 22.1.26. Gardening 14.1.26, 28.1.26. Retic repairs	Green Man Services Pty Ltd	102601	130045	Yes	\$1,665.20
26/02/2026	GMS-INV-23528-Lawn mowing 5.2.26, 19.2.26. Gardening 11.2.26, 25.2.26. Retic repairs	Green Man Services Pty Ltd	102622	131919	Yes	\$1,171.40
26/03/2026	GMS-INV-23635-Gardening 11.3.26, 25.3.26. Mowing 5.3.26, 19.3.26. Retic repairs 11.3.26	Green Man Services Pty Ltd	102712	134016	Yes	\$1,219.70
30/04/2026	GMS-INV-23737-Lawn mowing 2.4.26, 16.4.26. Gardening 8.4.26, 22.4.26. Retic repairs 8.4.26	Green Man Services Pty Ltd	102862	136568	Yes	\$1,167.40
25/05/2026	GMS-INV-23833-Lawn mowing 7.5.26, 21.5.26. Gardening 6.5.26, 20.5.26	Green Man Services Pty Ltd	102883	138207	Yes	\$1,056.00
Total						\$13,026.35

Gutters & Downpipes 400840

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
09/10/2025	00028773-Gutter clean 3.10.25	Gutters Supa Kleen	102344	122157	Yes	\$925.00
07/05/2026	00030053-Gutter cleaning 1.5.26	Gutters Supa Kleen	102878	137260	Yes	\$2,860.00
Total						\$3,785.00

Income Tax Expense 410420

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
10/09/2025	BAS30.6.2025-PAYB Instalment, based on 2024 tax Assessment	Australian Taxation Office	102092	119073	Yes	\$178.00
08/10/2025	55514851787-Activity Statement 001 Jul - Sep 25	Australian Taxation Office	102342	121963	Yes	\$174.00
17/02/2026	Act Stat 1-Dec 25-Activity Statement 1 - October 25- December 25	Australian Taxation Office	102615	131459	Yes	\$174.00
25/03/2026	Act Stat 1 Winnacott-PAYG income tax instalment Activity Statement 1 Jan - Mar 2026	Australian Taxation Office	102711	134015	Yes	\$174.00
11/05/2026	ATO tax refund 2024/2025		102880	137462	Yes	(\$178.00)
Total						\$522.00

Insurance - Premiums 400150

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
21/05/2026	0484256-Strata title insurance WRSC20002369 31.5.26-31.5.27	Adapt Risk Solutions Pty Ltd	102881	137994	Yes	\$23,421.80
Total						\$23,421.80

Management Fees - Standard 410570

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
30/07/2025	Monthly fixed charges for July 2025	Perth Strata Co.	102060	114439	Yes	\$1,386.00
26/08/2025	Monthly fixed charges for August 2025	Perth Strata Co.	102073	117124	Yes	\$1,386.00
28/09/2025	Monthly fixed charges for September 2025	Perth Strata Co.	102152	120845	Yes	\$1,386.00
27/10/2025	Monthly fixed charges for October 2025	Perth Strata Co.	102358	123180	Yes	\$1,386.00
28/11/2025	Monthly fixed charges for November 2025	Perth Strata Co.	102379	125352	Yes	\$1,386.00
24/12/2025	Monthly fixed charges for December 2025	Perth Strata Co.	102435	127544	Yes	\$1,386.00
29/01/2026	Monthly fixed charges for January 2026	Perth Strata Co.	102600	129763	Yes	\$1,386.00
27/02/2026	Monthly fixed charges for February 2026	Perth Strata Co.	102623	131918	Yes	\$1,386.00
31/03/2026	Monthly fixed charges for March 2026	Perth Strata Co.	102717	134368	Yes	\$1,386.00
30/04/2026	Monthly fixed charges for April 2026	Perth Strata Co.	102863	136569	Yes	\$1,386.00
26/05/2026	Monthly fixed charges for May 2026	Perth Strata Co.	102884	138206	Yes	\$1,386.00
Total						\$15,246.00

Painting 401030

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
11/08/2025	Refund Inv paid twice in previous FY		102063	115616	Yes	(\$99.00)
Total						(\$99.00)

Pest/Vermin Control 401050

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
09/10/2025	TAX INVOICE 5998-Termite inspections for 44 units	Betta Pest Management	102343	122158	Yes	\$3,388.00
Total						\$3,388.00

Plumbing 401070

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
16/01/2026	28925-Complete site inspection for all 44 unit's water isolation valves.	Fremantle Plumbing Pty Ltd	102590	129087	Yes	\$445.50
14/03/2026	Invoice # 29158-Replacement of water main unit isolation valves	Fremantle Plumbing Pty Ltd	102672	133433	Yes	\$4,323.00
Total						\$4,768.50

Reimbursement - COO 40115

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
13/10/2025	Reimbursement - Busy Bee IGA 12.10.25	Marion Froux	102346	122375	Yes	\$35.74
20/04/2026	Reimbursement - Bunnings Light globes 17.4.26	Vincent Puglisi	102859	136103	Yes	\$17.86
Total						\$53.60

Utility - Electricity 402690

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
19/08/2025	2006532827-Electricity Account 10 Jun - 6 Aug 25	Synergy	102069	116889	Yes	\$134.74
14/10/2025	2082518414-Electricity Account 7.8.25-6.10.25	Synergy	102352	122374	Yes	\$152.37
16/12/2025	Synergy credits used 7.10.25-3.12.25		102400		No	\$150.00
17/12/2025	2090540973-Electricity Account 7.10.25-3.12.25 (\$190.00 less credit \$150.00)	Synergy	102401	127280	Yes	\$40.00
12/02/2026	2018674724-Electricity 4.12.25-5.2.26	Synergy	102606	131196	Yes	\$278.21
17/04/2026	2042659810-Electricity Account 6.2.26-9.4.26	Synergy	102855	135762	Yes	\$231.74
Total						\$987.06

Utility - Electricity Credits Used 402695

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
16/12/2025	Synergy credits given 9.12.25		102399		No	(\$150.00)
Total						(\$150.00)

Utility - Water Consumption 402760

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
19/08/2025	0123 - 28.8.25-Water Usage 10.6.25 - 11.8.25	Water Corporation	102070	116888	Yes	\$1,025.02
15/10/2025	9001172614 0124-Water consumption 11.8.25-13.10.25	Water Corporation	102353	122600	Yes	\$1,268.14
13/12/2025	9001172614 0125-13 Oct 2025 - 4 Dec 2025 - 636 kL at \$2.0520	Water Corporation	102388	126601	Yes	\$1,305.07
16/02/2026	9001172614 0126-Water consumption 4.12.25-12.2.26	Water Corporation	102612	131195	Yes	\$1,900.15
13/04/2026	9001172614 0127-Water consumption 12.2.26-8.4.26	Water Corporation	102852	135511	Yes	\$1,385.10
Total						\$6,883.48

Grand Total \$74,029.56

Reserve Fund

Bore Maintenance 432200

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
16/01/2026	GMS-INV-23331-REPLACE BORE PUMP AT WINNACOTT GARDENS	Green Man Services Pty Ltd	102589	129088	Yes	\$3,400.00
Total						\$3,400.00

Communications 400480

Date	Description	Payee	Journal	Payment No.	Paid	Amount (incl. GST)
18/12/2025	300276751-nbn® Full Fibre Upgrade for 35 WINNACOTT ST, WILLAGEE WA 6156, Australia	NBN CO LIMITED	102410	127279	Yes	\$6,050.00
23/02/2026	300282238-NBN Full fibre upgrade	NBN CO LIMITED	102617	131581	Yes	\$6,050.00
Total						\$12,100.00

Grand Total \$15,500.00

BUDGET

01/07/2025 to 30/06/2026

SP16002 - 35 Winnacott Street, Willagee WA 6156

01/07/2025 to 30/06/2026

Admin Fund

Revenue

Name	Amount	Previous Year
Levies Due	\$93,000.00	\$83,800.00
Total Revenue Budget	\$93,000.00	\$83,800.00

Expenses

Name	Amount	Previous Year
Insurance - Premiums	\$27,000.00	\$20,200.00
Electrical Services	\$1,000.00	\$1,500.00
Gardening + Lawn Services	\$18,000.00	\$18,000.00
General Maintenance	\$3,000.00	\$3,000.00
Gutters & Downpipes	\$3,800.00	\$3,500.00
High Pressure Cleaning	\$2,000.00	
Pest/Vermin Control	\$3,500.00	\$16,000.00
Plumbing	\$1,000.00	
Reimbursement - COO	\$1,000.00	\$1,000.00
Signage	\$2,500.00	
Tree Lopping and Pruning	\$1,000.00	\$100.00
Utility - Electricity	\$1,200.00	\$1,200.00
Utility - Water Consumption	\$10,000.00	\$8,000.00
Bank Charges - Account Fees	\$50.00	\$50.00
Bank Charges - BPAY/DEFT Fees	\$150.00	\$150.00
Income Tax Expense	\$900.00	\$50.00
Management Fees - Standard	\$16,632.00	\$15,840.00
Total Expenses Budget	\$92,732.00	\$88,590.00

Opening balance \$1,389.93

Surplus/Deficit \$268.00

Closing balance projected at FY end **\$1,657.93**

Reserve Fund

Revenue

Name	Amount	Previous Year
Levies Due	\$23,647.00	\$25,000.00
Total Revenue Budget	\$23,647.00	\$25,000.00

Expenses

Name	Amount	Previous Year
Fencing	\$5,500.00	\$5,500.00
Painting	\$15,000.00	
Plants & Trees	\$2,000.00	\$5,000.00
Total Expenses Budget	\$22,500.00	\$10,500.00
Opening balance	\$95,091.68	
Surplus/Deficit	\$1,147.00	
Closing balance projected at FY end	\$96,238.68	

Issued on behalf of the Owners of Strata Plan: SP16002
Issue Date: 09-June-2026
Due Date: 01-July-2026

The Owners - Strata Plan SP16002
ABN 80 340 016 271
35 Winnacott Street, Willagee WA 6156
For Lot 31 Unit 31
Candace Paulette Huth

Description	Total
Admin Levy	\$562.67
Reserve Fund Levy	\$135.84
Total GST	\$0.00
Total AUD	\$698.51

Late Payment: If payment is not made by due date, interest may be charged at an annual rate of 11%.

Total amount due for this period	\$698.51
Levy arrears at time of printing	\$0.00
Interest on levies in arrears	\$0.00
Other overdue balance	\$0.00
Subtotal of amount due	\$698.51
Prepaid applied	\$0.00
Total amount due	\$698.51
Payment due	1 Jul 2026



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House Rules for Strata Scheme:

35 Winnacott Street, Willagee SP: 16002



Date of Commencement: 1st July 2024

Owners are to provide these House Rules to Agents and Lessors within the Strata Scheme.

House Rules are applicable to Owners, Lessors, Guests and Visitors.

Strata Management – Perth Strata Co – (08) 6388 1189

After Hours Emergency Number: 0432 917 778

Police, Fire or Ambulance – 000 / Non-Emergency - 131 444

The following House Rules have been written as guidance for Owners, Lessors, Agents, Visitors and Guests to outline your responsibilities and obligations in relation to the Strata Scheme. Any queries that are not resolved within this ruleset can be solved via contacting the Strata Manager or a COO/Chairperson.

Thank you for reading and taking into consideration these rules and by abiding by them. This ensures we can all run an effective and efficient Strata Scheme and ensures everyone in the scheme is happy.

This new ruleset supersedes the original version. This version has been assigned Version 1.0.

- **NOISE**

Enjoy yourselves in your unit, just remember, you are close to your neighbour so be conscious of the noise. It is against the by-laws to create disturbance to other residents and all residents have the right to “peaceful enjoyment. A good rule of thumb is that “if a noise can be heard outside your lot, it is too loud”

- **SPEED LIMIT**

Please ensure that you and your visitors conform to the 8k speed limit or walking pace in the complex, there are children that live in the complex and their safety is paramount. Be particularly careful in front of lots, where there are bushes or around corners.

- **PARKING**

- We are fortunate that we have 21 parking bays for visitors, would you please ensure that your visitors or your second vehicle is parked in the visitor parking bays ONLY.
- NO VEHICLES are to be parked in NO PARKING AREAS or on the lawns as damage to sprinklers or other areas of the complex to ensure safe access for all residents and any emergency services to all units.
- Residents are not permitted to “reserve” a visitor bay for their exclusive use, all bays are only to be used on a first come first used basis.
- Visitor bays are not permitted to be used to park caravans, boats or trailers.
- Unregistered vehicles are not permitted to be placed into visitor car bays.
- Visitor car bays or common property must not be used to carry out vehicle repairs or maintenance.

- **TIDY COMPLEX, MAIL BOXES AND CARPORT**

- We will maintain a tidy clean complex for all to enjoy and require that you keep the area around your unit clean and tidy,
- Your carport used for a motor vehicle ONLY and NOT as a storage area.
- Letter Boxes must be cleared with no junk mail hanging loose. Please ensure you place any unwanted junk mail in the Yellow Bin.

- **PETS**

- As per Schedule 1 (Governance) By-Law 22, each unit are permitted to keep either one small domesticated dog or cat weighing no more than 10 kg
- Only allowed to be kept within the owner's unit area and when on common property they are to be kept on leads
- Please pick up any fouling and ensure it is bagged before placing in the bin
- Unit private areas must be kept clear of any animal waste and in a hygienic condition – pick up poo regularly!
- Damage **caused** to other owners units and/or common property is the pet owners responsibility to repair
- Residents must ensure that pets do not make excessive noise or cause disruption to other residents.
- Remember – If you pet creates a nuisance, the Council can issue notice to the **owner** that the pet has to be removed from the **unit** and will no longer be permitted to reside at the complex.

- **ALTERATION & ADDITIONS**

No alterations, additions, buildings or painting to the external structure of the units or on the unit lot can be carried out without a written request to the Winnacott Strata Council providing full details and plans if required. Applications and requests must be submitted via the Strata Manager for Council consideration.

All requests are subject to Strata Council approval and City of Melville approval where applicable. Dependent on the type of application, some may require a vote by all owners to seek approval.

- **COUNCIL BINS**

- All units are provided with 3 bins
- Food organic and garden organic (green bin - pick up weekly),
- Household rubbish (red bin - pick up fortnightly, alternate with yellow bin)
- Recycled Bin (yellow bin – pick up fortnightly, alternate with red bin)

Also available for everyone, bins in the visitor's car park marked B/C.

Pick up day is AM every Tuesday; it is each Resident's responsibility to ensure bins are placed out each Monday night. We request that bins are taken back inside the night of collection, bins left out after collection day is a security risk. For further details: <https://www.melvillecity.com.au/waste-and-environment/waste-recycling-fogo/3-bin-fogo-system>

- **SPRINKLERS**

- Sprinklers on private property are the responsibility of the unit resident and/or Owner and maintenance is your responsibility. Any repairs that need to be done on private property impacting on supply of water to common areas will be repaired by Strata Company at resident/Owners expense. Please contact in writing admin@perthstrataco.com.au
- Sprinkler running time starts in the very early morning and runs till all 19 stations have completed.
- *Summer:* Sprinklers on Wednesday, Friday and Sunday
- *Autumn/Early Spring:* Sprinklers are on Wednesday & Sunday for a shorter period
- *Winter: (June/July/August):* the reticulation is on for 2 minutes on Wednesday to keep lines and sprinklers clean.

- **GARDENS**

- Within the Body Corp Gardens it is prohibited for any owner/resident/proprietor to prune/cut/remove any plants without prior approval of the Strata Company
- Front Gardens in front of the units are to be kept in reasonable condition and free of weeds/grass/dead plants as much as possible.
- The Trees and Bushes that are in your private property will need to be kept trimmed so that they do not touch the unit roofing or fencing and do not overhang or allow debris to drop into and block the gutters.

NOTICE - The following Schedule 1 and Schedule 2 By-Laws are applicable to Strata Schemes registered before 1 May 2020: (a) that do not have any registered By-Laws; or (b) have registered By-Laws that have been added to, varied or repealed by one or more amendments to those Schedule 1 and Schedule 2 By-Laws.

The deletions to the Schedule 1 and Schedule 2 By-Laws following are made pursuant to Clause 4, Schedule 5 of the *Strata Titles Act 1985 (WA)*.

STRATA TITLES ACT 1985

SCHEDULES

SCHEDULE 1 & SCHEDULE 2 (s42(2))

Schedule 1 – By-laws

[Heading amended: No. 19 of 2010 s. 4.]

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

1. Duties of proprietor, occupiers etc.

- (1) A proprietor shall –
 - (a) forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) A proprietor shall –
 - (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall –
 - (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
 - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier; and
 - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
 - (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

[By-law 1 amended: No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15).]

2. Power of proprietor to decorate etc.

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

3. Power of strata company regarding submeters

- (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company shall lodge every sum received under this by-law to the credit of an interest-bearing account with an ADI (authorised deposit-taking institution) as defined in section 5 of the *Banking Act 1959* of the Commonwealth and all interest accruing in respect of amounts so received shall, subject to this by-law, be held on trust for the proprietor or occupier who made the payment.

- (3) If the proprietor or other occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

[By-law 3 amended: No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16).]

4. Constitution of council

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

- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

5. Election of council

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

- (1) The meeting shall determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council shall consist.
- (2) The chairman shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given –
 - (a) in writing, and furnished to the chairman at the meeting; or
 - (b) orally by a nominee who is present at the meeting.
- (4) When no further nominations are forthcoming, the chairman –
 - (a) where the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), shall declare those candidates to be elected as members of the council;
 - (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall –
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot-paper by –
 - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee; and
 - (c) signing the ballot-paper; and
 - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub-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 of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-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 shall be decided by a show of hands of those present and entitled to vote.

[By-law 5 amended: No. 74 of 2003 s. 112(17)-(19).]

6. Chairman, secretary and treasurer of council

- (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person –
 - (a) shall not be appointed to an office referred to in sub-by-law (1) unless he is a member of the council; and
 - (b) may be appointed to one or more of those offices.

- (3) A person appointed to an office referred to in sub-bylaw (1) shall hold office until –
 - (a) he ceases to be a member of the council; or
 - (b) receipt by the strata company of notice in writing of his resignation from that office; or
 - (c) another person is appointed by the council to hold that office, whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

7. Chairman, secretary and treasurer of strata company

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

[By-law 7 inserted: No. 58 of 1995 s. 87(3); amended: No. 74 of 2003 s. 112(20).]

8. Meetings of council

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

9. Powers and duties of secretary of strata company

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

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

10. Powers and duties of treasurer of strata company

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

- (a) the notifying of proprietors of any contributions levied pursuant to the Act; 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 section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

11. ~~General meetings of strata company~~

- ~~(1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.~~
- ~~(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.~~
- ~~(3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.~~
- ~~(4) If the council does not within 21 days after the date of the making of a requisition under this by law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.~~
- ~~(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.~~
- ~~(6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub bylaw (5).~~

[By law 7 inserted: No. 58 of 1995 s. 87(3); amended: No. 74 of 2003 s. 112(20).]

12. ~~Proceedings at general meetings~~

- ~~(1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.~~
- ~~(2) Except as otherwise provided in these by laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.~~
- ~~(3) One half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.~~
- ~~(4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.~~
- ~~(4a) Sub bylaws (3) and (4) do not apply to a general meeting of a strata company referred to in section 50B.~~
- ~~(5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.~~
- ~~(6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.~~
- ~~(7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.~~
- ~~(8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.~~

- ~~(9) A demand for a poll may be withdrawn.~~
- ~~(10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.~~
- ~~(11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.~~

~~[By law 12 amended: No. 58 of 1995 s. 87(5); No. 74 of 2003 s. 112(21).]~~

~~13. Restriction on moving motion or nominating candidate~~

~~A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.~~

~~14. Votes of proprietors~~

- ~~(1) On a show of hands each proprietor has one vote.~~
- ~~(2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.~~
- ~~(3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.~~
- ~~(4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.~~
- ~~(5) A proxy need not be a proprietor.~~
- ~~(6) Except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.~~
- ~~(7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.~~
- ~~(8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.~~
- ~~(9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.~~

~~[By law 14 amended: No. 24 of 2000 s. 40(12).]~~

~~15. Common Seal~~

- ~~(1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by law.~~
- ~~(2) The council shall make provision for the safe custody of the common seal.~~

[16. Deleted: No. 58 of 1995 s. 87(6).]

[Part II deleted: No. 58 of 1995 s. 87(7).]

Schedule 2 – Schedule 2 by-laws

[Heading amended: No. 19 of 2010 s. 4.]

[Heading deleted: No. 58 of 1995 s. 88(1)(b).]

1. Vehicles

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

2. Obstruction of common property

A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.

3. Damage to lawns etc. on common property

Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not –

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

4. Behaviour of proprietors and occupiers

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

~~5. Children playing upon common property in building~~

~~A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.~~

6. Depositing rubbish etc. on common property

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

[By-law 12 amended: No. 58 of 1995 s. 87(5); No. 74 of 2003 s. 112(21).]

7. Drying of laundry items

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

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

[Former by-law 8 repealed: No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

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

[By-law 8, formerly by-law 9, renumbered as by-law 8: No. 58 of 1995 s. 88(4).]

9. Moving furniture etc. on or through common property

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

[By-law 9, formerly by-law 10, renumbered as by-law 9: No. 58 of 1995 s. 88(4).]

10. Floor coverings

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

[By-law 10, formerly by-law 11, renumbered as by-law 10: No. 58 of 1995 s. 88(4).]

11. Garbage disposal

A proprietor or occupier of a lot –

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

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

12. Additional duties of proprietors, occupiers etc.

A proprietor, occupier or other resident shall not –

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

[By-law 12 inserted: No. 58 of 1995 s. 88(5); amended: No. 74 of 2003 s. 112(22).]

13. Notice of alteration to lot

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

[By-law 13 inserted: No. 58 of 1995 s. 88(5).]

14. Appearance of lot

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

[By-law 14 inserted: No. 58 of 1995 s. 88(5).]