

# contract for sale of land or strata title by offer and acceptance



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**NOTICE:** Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract  
**WARNING -** If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.  
**WARNING -** If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).  
**WARNING -** If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**  
Address **6/160 Scarborough Beach Road**  
Suburb **Mount Hawthorn** State **WA** Postcode **6016**

As Agent for the Seller / ~~Buyer~~

## THE BUYER

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

EMAIL: The Buyer consents to Notices being served at: \_\_\_\_\_

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE

The **Property** at:

**Address** **19A Myrtle Avenue**  
Suburb **Sorrento** State **WA** Postcode **6020**  
Lot **6** Deposited/Survey/Strata/Diagram/Plan **55** Whole / Part Vol **288** Folio **178A**

A **deposit** of \$ \_\_\_\_\_ of which \$ **0.00** is paid now and \$ \_\_\_\_\_ to be paid within **7** days of acceptance to be held by **First National Real Estate Genesis**

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

**Purchase Price** \_\_\_\_\_

**Settlement Date** \_\_\_\_\_

**Property Chattels** including **All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.**

## GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?  YES  NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

### FINANCE CLAUSE IS APPLICABLE

LENDER/ \_\_\_\_\_  
MORTGAGE BROKER (NB. If blank, can be any)  
LATEST TIME: 4pm on: \_\_\_\_\_  
AMOUNT OF LOAN: \_\_\_\_\_  
SIGNATURE OF BUYER \_\_\_\_\_  
\_\_\_\_\_

### FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.**

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## CONDITIONS

### 1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

#### 1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
  - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

#### 1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

#### 1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

#### 1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
  - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

#### 1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

#### 1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  - (2) provide evidence in writing of:
    - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
    - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
  - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

#### 1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

#### 1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

#### 1.9 Definitions

In this Clause:

**Amount of Loan** means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

**Approval Notice** means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

**Credit Protection Act** means the *National Consumer Credit Protection Act, 2009* (Cwth).

**Finance Application** means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

**Finance Approval** means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
  - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
  - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
  - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
    - (i) an acceptable valuation of any property;
    - (ii) attaining a particular loan to value ratio;
    - (iii) the sale of another property; or
    - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

**Latest Time** means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

**Lender** means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

**Mortgage Broker** means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

**Non Approval Notice** means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
  - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
  - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.


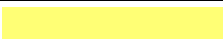
## SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

# contract for sale of land or strata title by offer and acceptance

## SPECIAL CONDITIONS - Continued

### BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

### THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

<b>Name</b>	Sarah Leigh Bretheron		
<b>Address</b>	19A Myrtle Avenue		
<b>Suburb</b>	Sorrento	<b>State</b>	WA
		<b>Postcode</b>	6020
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

EMAIL: The Seller consents to Notices being served at:

### [If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

#### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of changes to General Conditions (form 198)

Signature 	Signature 
---	---

#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


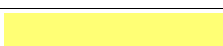
1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

### CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>	<input type="text"/>	<input type="text"/>
<b>Signature</b>		<input type="text"/>
		<input type="text"/>

#### COPYRIGHT

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04/22

## ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

**Buyer**

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_

Name Sarah Leigh Bretheron

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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## ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

19A Myrtle Avenue, Sorrento WA 6020

**NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.**

1. The Buyer may at their expense obtain a written Report by 4PM on: (a\*)   /   /   \*complete (a) or (b) **OR**  
 (b\*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
  - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
  - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
  - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
  - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ **Registered Builder**    . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

19A Myrtle Avenue, Sorrento WA 6020

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on *\*complete one*

/  /  OR

("Date")

14 days after acceptance

of the residential building and the  located upon the Property ("**Building**").

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
  - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Activity" means evidence of the presence of current Timber Pests.
  - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
  - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
  - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
  - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
  - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
  - 9.7 "Repair" means the Work necessary to repair any Damage.
  - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
  - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
  - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
  - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
  - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
  - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

288 178A

**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.

*BG Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 6 ON STRATA PLAN 55  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

SARAH LEIGH BRETHERTON OF 19A MYRTLE AVENUE SORRENTO WA 6020  
(T O060637 ) REGISTERED 24/12/2018

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

- 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.
- O060638 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 24/12/2018.

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:	SP55
PREVIOUS TITLE:	SP55
PROPERTY STREET ADDRESS:	19A MYRTLE AV, SORRENTO.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

# 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.

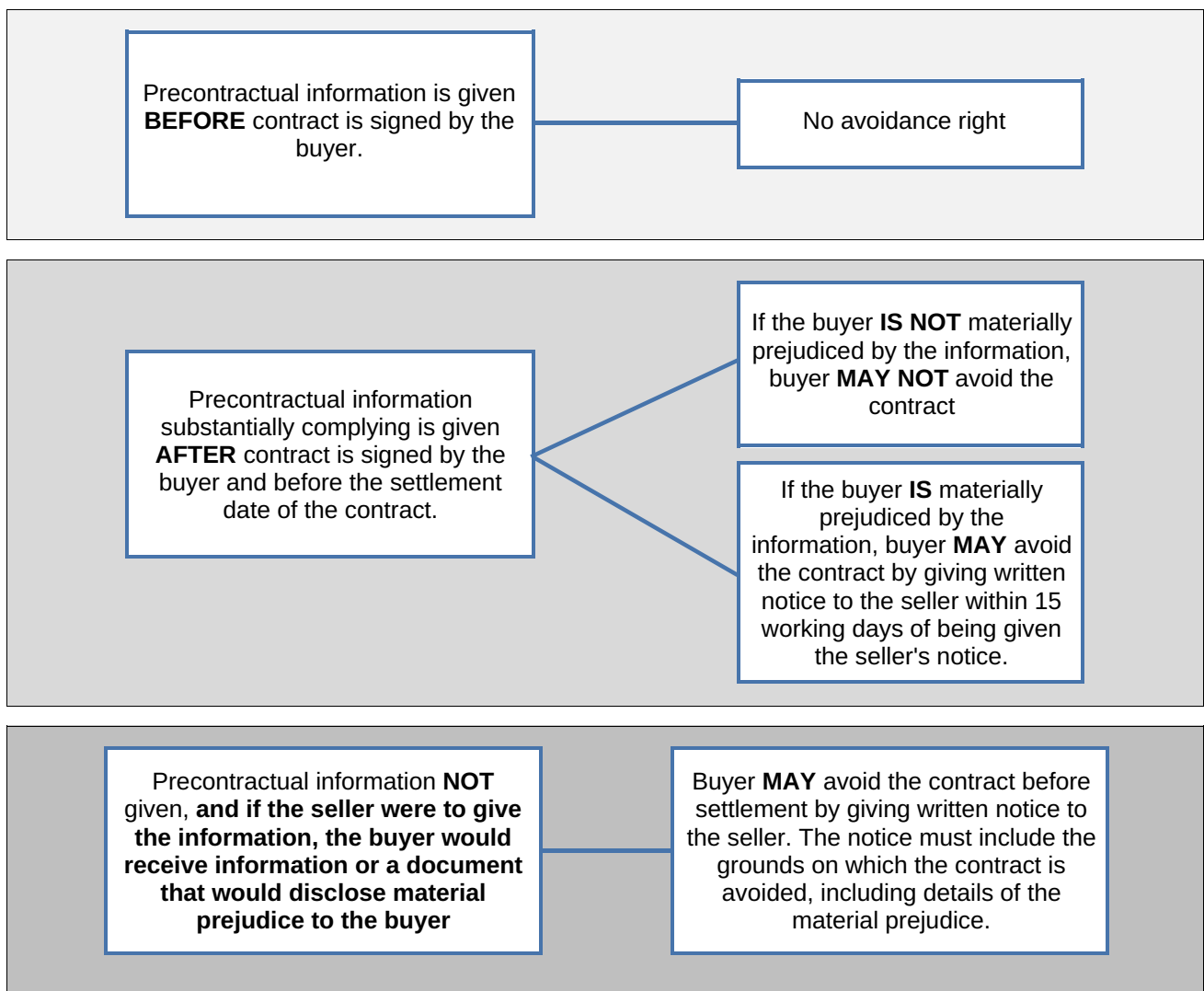
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance and other rights

#### **Avoidance 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.

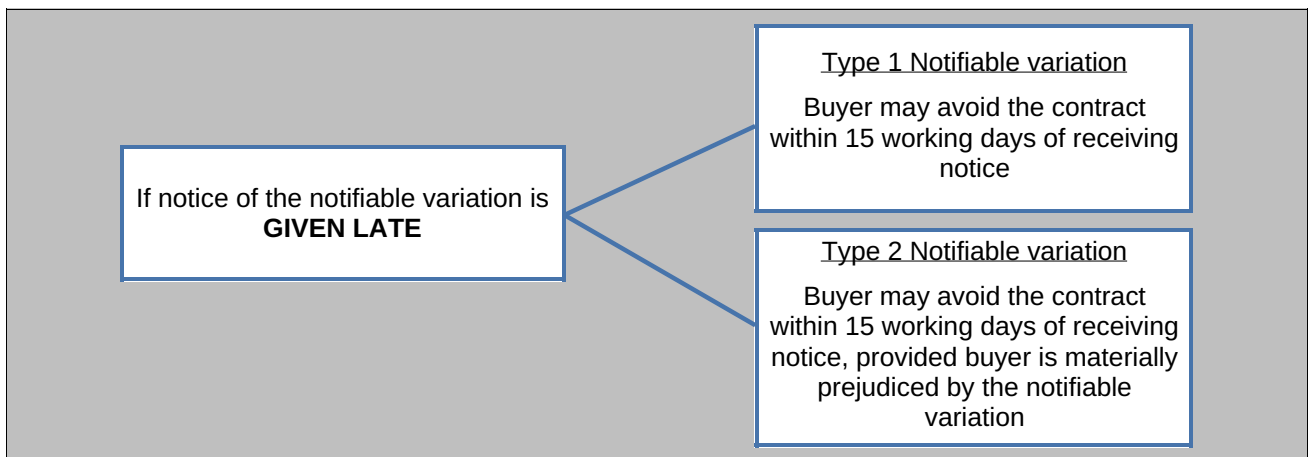
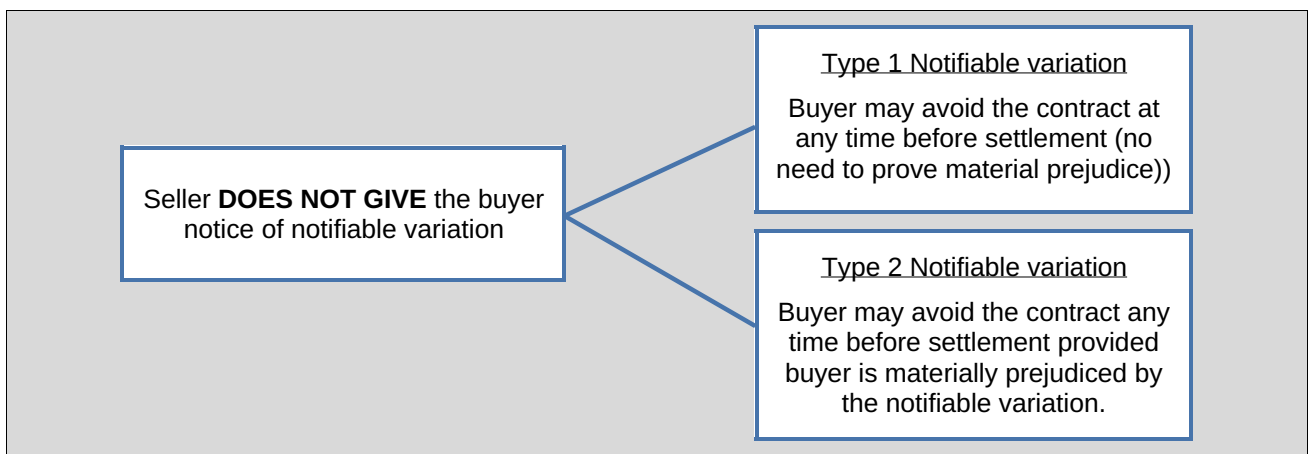
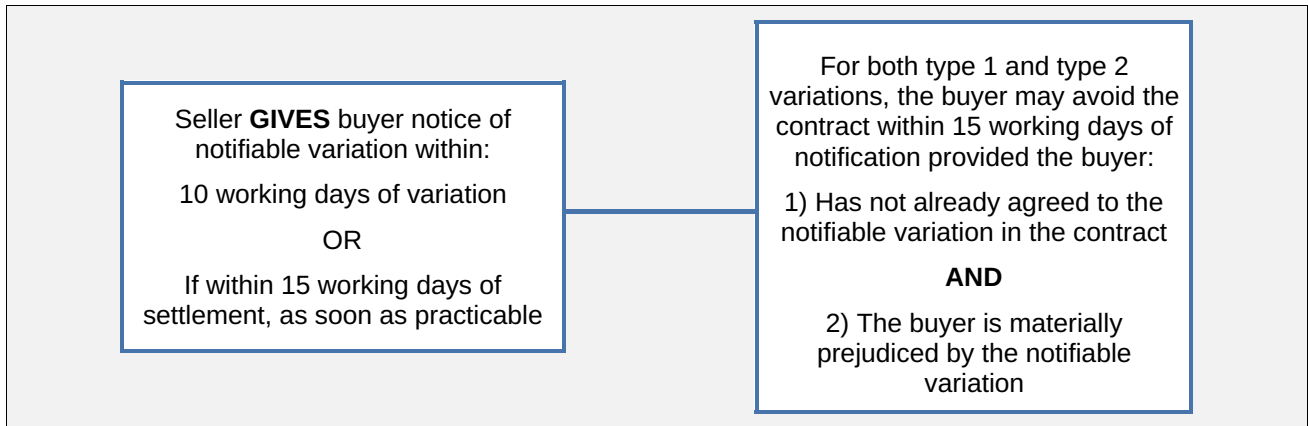
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

**Buyer's right to postpone settlement**

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

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

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

# Precontractual Disclosure Statement to the Buyer

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

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

### Personal information

#### The seller(s)

Name Sarah Leigh Bretherton  
 Address 19A Myrtle Avenue, Sorrento WA 6020  
 Telephone/mobile 0479 164 707 Email slcooper\_007@yahoo.com.au

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

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

#### Scheme Details

Scheme name Sorrento Terrace  
 Name of the strata company Sorrento Terrace  
 Address for service of the strata company (taken from scheme notice) Care of Sorrento Terrace, 21A Myrtle Avenue, Sorrento  
 Name of Strata Manager All Strata Management Services  
 Address of Strata Manager 1/25 Myrtle Avenue, Sorrento WA 6020  
 Telephone/Mobile 08 9227 8966  
 Email admin@allstrata.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. N/A  
Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020.

A copy of the scheme plan showing the exact location and definition of the lot Att 1

A copy of the scheme by-laws Att 3

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

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

If yes, they are included with this form N/A

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 Att 2

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

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

**Minutes (choose one option)**

A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) Att 4

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: \_\_\_\_\_

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

The statement of accounts last prepared by the strata company Att 5

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(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

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

**Termination proposal**

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?  no  yes N/A

If yes, attach a copy.

Lot information (choose all that apply) **Att.**

- This lot is on a registered scheme plan
- This lot has not yet been created
- This lot is a leasehold strata expiring on \_\_\_\_\_  
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)  
19A Myrtle Avenue, Sorrento WA 6020

Lot 6 on scheme plan no. 55  
*(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

	<b>Actual (\$)</b>	<b>OR</b>	<b>Estimated (\$) 12 months after the proposed settlement date</b>
Administrative fund:	<u>\$2,085.12</u>		_____
Reserve fund:	<u>\$360</u>		_____
Other levy (attach details)	_____		_____

Att 6  
or Page 3 of Att 4

Actual  Estimated total contribution for the lot \$ \$2,445.12

Payable  annually  bi-annually  quarterly  other: Monthly

Due dates \$203.76 on 1/1/25 \$203.76 on 1/3/25  
\$203.76 on 1/2/25 \$203.76 on 1/4/25

**Strata levy/contributions/other debts owing**

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

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

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 proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer?  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?  no  yes



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

no  yes

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

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

## Acknowledgement by seller and buyer

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

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

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

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

Signature \_\_\_\_\_

Name Sarah Leigh Bretherton

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

PARCEL OF LAND LOT 1 OF SWAN LOC 1315  
ON DIA 36664

CERTIFICATE OF TITLE ~~Vol 80 Fol 185A~~ 283-156A

LOCAL AUTHORITY SHIRE OF WANNEROO

LOCALITY SORRENTO INDEX PLAN 6996

NAME OF BUILDING SORRENTO TERRACE

ADDRESS FOR SERVING OF NOTICES ON COMPANY MYRTLE AVE SORRENTO

ST

LODGED 20. 8. 69

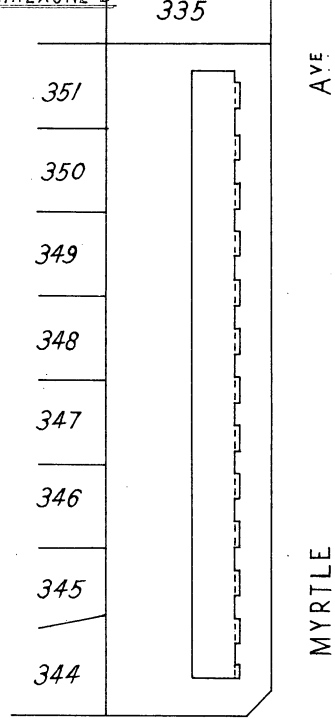
EXAMINED 29. 10. 69

REGISTERED 3. 11. 69

REGISTRAR OF TITLES

EXCEPT & RESERVING METALS, MINERALS, GEMS & MINERAL OIL SPECIFIED IN TRANSFER 6081/1929

SEE ANNEXURE B



HELD BY LANDGATE IN DIGITAL FORM ONLY.

WARWICK RD

M. M. FISHER & ASSOCIATES  
LICENSED SURVEYORS  
10 COOK ST., WEST PERTH, 6005 — 21 7274

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY		SURVEYOR'S CERTIFICATE
LOT No.	UNIT ENTITLEMENT	CURRENT Cs. of TITLE	VOL. FOL.	
				I hereby certify that the building shown on the plan is within the external surface boundaries of the parcel and where eaves or guttering project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.  DATE 4-8-1969 M. M. Fisher LICENSED SURVEYOR.  APPROVED BY THE TOWN PLANNING BOARD FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966  DATE..... CHAIRMAN.
AGGREGATE				

SEE ATTACHED SCHEDULE "A"

37933/9/67-100



FORM 3

STRATA PLAN No. 55

**CERTIFICATE OF LOCAL AUTHORITY**

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

SHIRE OF WANNEROO, THE LOCAL AUTHORITY,

**HEREBY CERTIFIES THAT:—**

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

**DESCRIPTION OF BUILDING:—**

A brick and tile 2 storey residential building of 25 units situated on Lot 1 of Swan Location 1315 on Diagram 36664 Certificate of Title Vol. 80 Fol. 185<sup>A</sup>. Now Vol. 283 Fol. 156<sup>A</sup>

The building is known as "Sorrento Terrace" and the address is 1 Myrtle Avenue, Sorrento.

DATE

18/8/1969

  
 SHIRE/TOWN CLERK

## STRATA PLAN No. 55

### GROUND FLOOR

Notification of Merger App. I 926883

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by section 3AB of the Strata Titles Act 1985;

The areas of the lots shown on the strata plan may have changed;

Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary;

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.

PT1 540 sq. ft.
PT2 540 sq. ft.
PT3 540 sq. ft.
PT4 540 sq. ft.
PT5 540 sq. ft.
PT6 540 sq. ft.
PT7 540 sq. ft.
PT8 540 sq. ft.
PT9 540 sq. ft.
PT10 540 sq. ft.
PT11 540 sq. ft.
PT12 540 sq. ft.
PT13 540 sq. ft.
PT14 540 sq. ft.



JOINS A BELOW

PT13 540 sq. ft.
PT14 540 sq. ft.
PT15 540 sq. ft.
PT16 540 sq. ft.
PT17 540 sq. ft.
PT18 540 sq. ft.
PT19 540 sq. ft.
PT20 540 sq. ft.
PT21 540 sq. ft.
PT22 540 sq. ft.
PT23 540 sq. ft.
PT24 540 sq. ft.
PT25 540 sq. ft.

JOINS A ABOVE

FOR OTHER PARTS OF  
LOTS 1 - 25 INCLUSIVE  
SEE SHEET 2

M. M. FISHER & ASSOCIATES  
LICENSED SURVEYORS

SCALE 30 FEET TO AN INCH 10 COOK ST., WEST PERTH, 6005 — 21 7274

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD

LOCAL AUTHORITY Wanneroo

DATE \_\_\_\_\_ CHAIRMAN

DATE 18/3/69  SHIRE/TOWN CLERK

## STRATA PLAN No. 55

### 1ST FLOOR

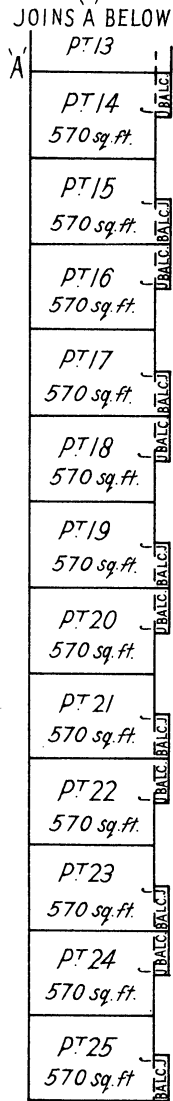
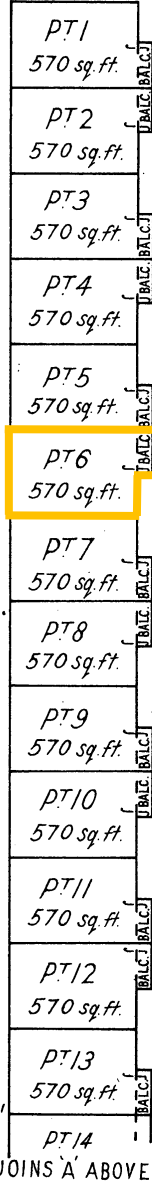
Notification of Merger App I 926883

The boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the external surfaces of those buildings, as provided by sections 45 of the Strata Titles Act 1966.

The areas of the lots shown on the strata plan may have changed;

Where 2 lots have a common or party wall, or have buildings on them which are joined, the centre plane of that wall or the plane at which they are joined, is the boundary.

The horizontal boundaries of the lots or parts of the lots which are not buildings shown on the plan (if any) remain as provided on this strata plan.



FOR OTHER PARTS OF  
LOTS 1-25 INCLUSIVE  
SEE SHEET 1

M. M. FISHER & ASSOCIATES  
LICENSED SURVEYORS

SCALE 30 FEET TO AN INCH 10 COOK ST., WEST PERTH, 6005 — 21 7274

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

TOWN PLANNING BOARD

LOCAL AUTHORITY *Warrup*

DATE \_\_\_\_\_ CHAIRMAN

DATE *18/8/69* *[Signature]* SHIRE/TOWN CLERK

ANNEXURE "B" OF STRATA PLAN No. 55		REGISTRAR OF TITLES			
SCHEDULE OF REGISTERED PROPRIETORS					
REGISTERED PROPRIETOR		NATURE	INSTRUMENT NUMBER	REGIST'D	SIGNATURE OF REGISTRAR OF TITLES
The address for service of notices on the body corporate is of care of Somento Terrace, 4 Myrtle Avenue Somento.		change of address	A 495/11	1.3.1972	<i>[Signature]</i>
The address for service of notices on the body corporate is of care of Somento Terrace 214 Myrtle Avenue Somento		Change of Address	B 29355	29.9.1975	<i>[Signature]</i>
Merger of Buildings. Section 21G.		Application	I926883	22.6.04	<i>[Signature]</i>

SCHEDULE OF ENCUMBRANCES, ETC.					
INSTRUMENT		PARTICULARS	REGIST'D	SIGNATURE OF REGISTRAR OF TITLES	CANCELLATION
NATURE	NUMBER				
Notification	I926882	Notification of change of By-Laws	22.6.04	<i>[Signature]</i>	
Notification	L294162	Notification of change of by-laws	22.4.2010	<i>[Signature]</i>	
Notification	N913257	Notification of Change of By-Laws	05.6.2018	<i>[Signature]</i>	

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





# Attachment 3 (1 of 2)



OFFICE USE ONLY  
**P463922 SB**  
28 Feb 2023 09:24:49 Perth

**SB** Scheme By-laws – First Consolidation

Lodged by:<sup>11</sup> Lavan

Address: Level 18, 1 William Street  
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1175394

Issuing Box Number: 99A

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

---

Prepared by: Lavan

Address: Level 18, 1 William Street  
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1175394

Titles, Leases, Evidence, Declarations etc. lodged herewith

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**OFFICE USE ONLY**

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: AL

<sup>11</sup> Lodging Party Name may differ from Applicant Name.  
Version 2

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







**Part 6 – Execution**

1. Common Seal<sup>7</sup>

Date of Execution: \_\_\_\_\_

The common seal of<sup>8</sup>

**The Owners of Sorrento Terrace Strata Scheme 55**

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



Member of Council<sup>9</sup>:

Member of Council<sup>9</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

**OR**

2. No Common Seal<sup>7</sup>

Date of Execution: 21/2/23

Signed for and on behalf of<sup>8</sup> **The Owners of Sorrento Terrace Strata Scheme 55** in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council /  Strata Manager of strata company<sup>10</sup>:

Member of Council /  Strata Manager of strata company<sup>10</sup>:

Signature

\_\_\_\_\_  
Signature

KIM BUNTING  
Full Name

\_\_\_\_\_  
Full Name

<sup>7</sup> See SIG-14 for execution of documents by a strata company.

<sup>8</sup> Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

<sup>9</sup> The common seal must be witnessed by 2 members of council.

<sup>10</sup> Select whichever is applicable.



### **Part 5 – Attachments**

- Consent Statement – Designated Interest<sup>6</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

---

<sup>6</sup> Refer to section 3(1) of the Act for the meaning of designated interest.  
Version 2

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



#### **Part 4 – By-laws of Significance**

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

By-law number(s)

**Staged subdivision by-laws<sup>3</sup>: Not applicable**

**By-law under planning (scheme by-laws) condition<sup>4</sup>: Not applicable**

**Exclusive use by-laws<sup>5</sup>: Schedule 1 By-law 10 (existing)**  
(existing and new)

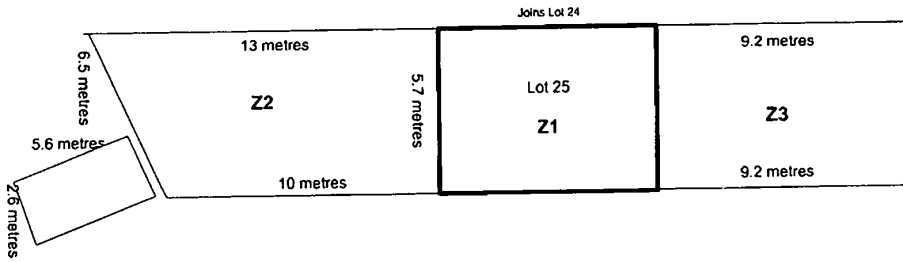
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<sup>3</sup> Refer *Strata Titles Act 1985* section 42.

<sup>4</sup> Refer *Strata Titles Act 1985* section 22.

<sup>5</sup> Refer *Strata Titles Act 1985* section 43.

THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55



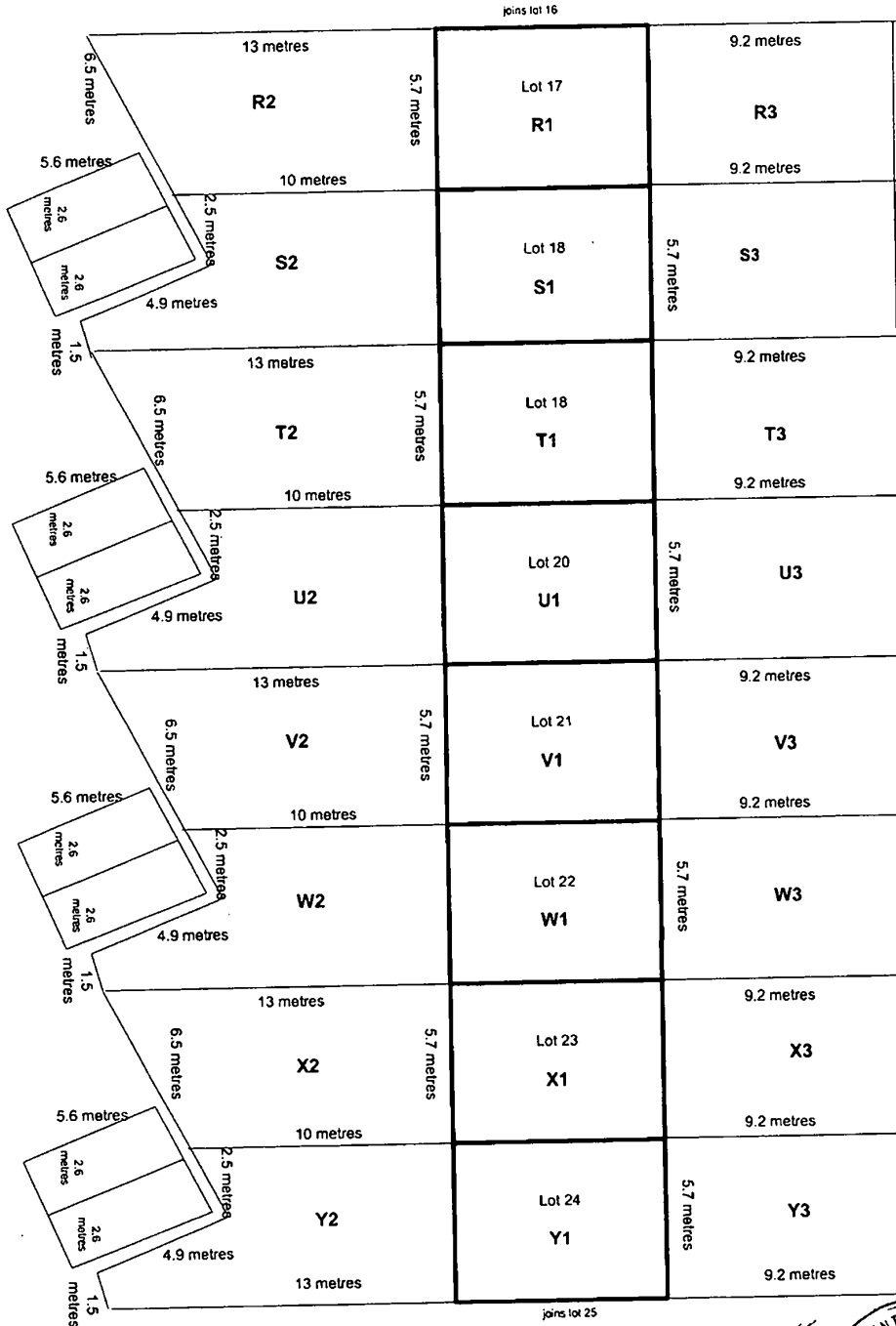
The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 6<sup>th</sup> June 2004 in the Presence of -

*[Signature]* M. KOPEC.  
*[Signature]* A. WIND  
Members of the Council.



Lot 25 (street number 1)

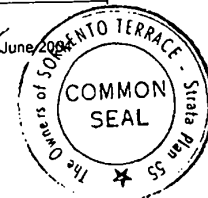
THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55



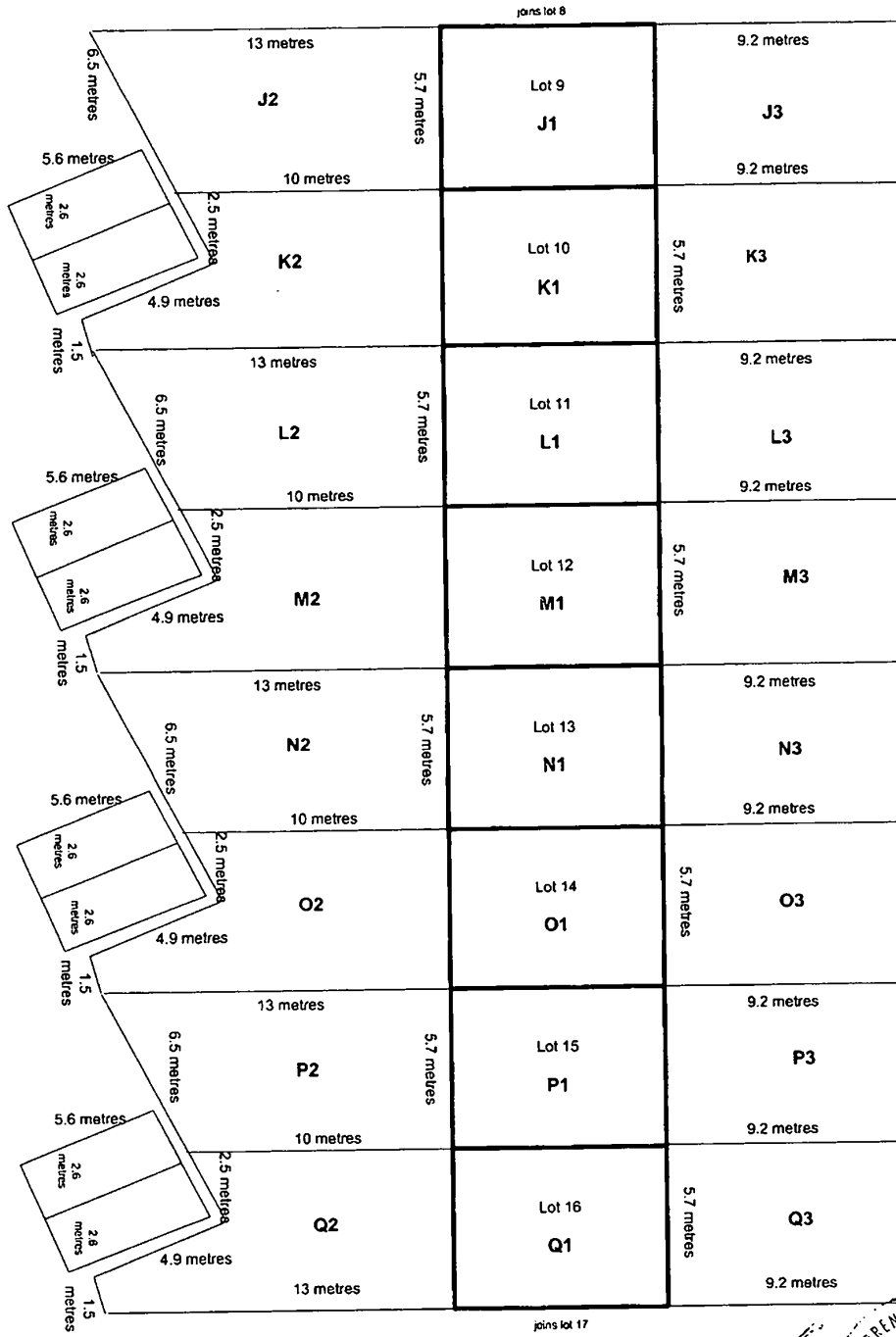
The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 16 June 2024 in the Presence of -

*Robert M KOPEC*  
*A. UMAN*  
 Members of the Council.

Lots 17 to 24 (street numbers 1A - 9)



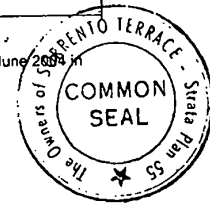
THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55



The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 16 June 2004 in the Presence of -

*[Signature]* M. KOPEC.  
*[Signature]* A. LYNN  
 Members of the Council.

Lots 9 to 16 (street numbers 9A - 17)









**13 Decoration of, and affixing items to, inner surface of lot**

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

14. All exterior paintwork for the lots is to be carried out by the Strata Company and to be of a colour determined by a majority of lot owners.

15. The driveway at the rear of the property shall be used only by vehicles entering from Warwick Road and exiting at Myrtle Avenue.

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

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.

**7 Moving furniture etc. on or through common property**

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

**8 Floor coverings**

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

**9 Garbage disposal**

An owner or occupier of a lot must —

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

**10 Additional duties of owners and occupiers**

An owner or occupier of a lot must not —

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

**11 Notice of alteration to lot**

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

**12 Appearance of lot**

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

## Conduct By-Laws

### 1 Vehicles and parking

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

### 2 Use of common property

An owner or occupier of a lot must —

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

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

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

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

### 4 Behaviour of owners and occupiers

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

### 5 Drying of laundry items and signage

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

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

### 6 Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or

- 17.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 17.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
  - (b) an invitee of the owner; or
  - (c) an invitee of the occupier of the owner's lot;
- 17.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
  - (b) an occupier of the owner's lot.
- 17.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 17.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;
- 17.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 17.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
  - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 17.6 The council of the strata company is empowered:
- 17.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
  - 17.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in by-law 17.1 in accordance with section 100(1)(c)(ii) of the Act.
- 17.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

- 16.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
- 16.3.2 levy contributions for the Excess Costs solely on the owner referred to in by-law 16.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.
- 16.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.
- 17 Recovery Costs**
- 17.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor, including proceedings in any Court of competent jurisdiction.
- 17.2 **Costs** include, without limitation:
- 17.2.1 the strata manager's costs;
- 17.2.2 debt recovery costs;
- 17.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
- 17.2.4 costs of any consultants and experts; and
- 17.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 17.3 **Legal Proceedings** include, without limitation:
- 17.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (**SAT**), a tribunal or any court;
- 17.3.2 an application to a court, or any other tribunal:
- (a) to recover any amount of money owing to the strata company by an owner; or
- (b) for any other matter;
- 17.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
- 17.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 17.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 17.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 17.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;

depicted on the strata plan or are part of the common property shall be deemed to be services which the proprietor of a lot agrees shall be provided by the strata company. The cost of such maintenance, repair, cleaning and replacement shall be raised by either a special levy or may be included in the administrative fund with all proprietors contributing to this expenditure in accordance with the unit entitlements of their lot.

**14 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, furniture, white goods, cardboard, bottles 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.

If the strata company expends money to remove discarded items as described above that can reasonably be assumed to have been left on the common property by vacating tenants, the Strata Company shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor.

**15 Financial year**

The Financial Year for the Strata Company is the period of 12 months ending on 30 September.

**16 Insurance Excess**

16.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

16.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;

16.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;

16.1.3 to the fixtures and improvements of the owner of that lot; and

16.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in by-law 16.1.2, where:

(a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and

(b) the insurance claim is made by the strata company.

16.2 The responsibility of the owner under by-law 16.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

16.2.1 glass (windows, doors, shower screens and mirrors); and

16.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

16.3 For all amounts payable as an insurance excess referred to in by-law 16.1 (**Excess Costs**), the strata company will:

- 1.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 1.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.
- 1.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 1.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 1.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

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

### 13 ROOFS, GUTTERS, DOWNPIPES AND ASSOCIATED FITTINGS

- (1) The boundaries of the lots that are depicted on the floor plan sheet of the strata plan have the boundaries of the lots to the external surfaces of the buildings depicted on the strata plan in accordance with section 3AB of the Act. The proprietors of the lots acknowledge and agree that they do not wish to be responsible for the maintenance, cleaning and repair of their roofs, gutters, downpipes and any soak wells connected to the roof drainage system, that form part of their lots.
- (2) In accordance with section 42(1)(c) of the Act, the strata company may make by-laws for matters relating to the management, control, use and enjoyment of the lots. The strata company wishes to maintain a uniform and harmonious external appearance of the buildings, regardless of the lot boundaries. The proprietors acknowledge and agree they do not want to be responsible for the maintenance, cleaning and repair of roofs, gutters, downpipes and any soak wells that are connected to the roof drainage system of their respective lots. To formalise this arrangement and in accordance with section 42(1)(c) of the Act, the painting, maintenance and repair of all external parts of the roofs, eaves, gutters, downpipes and the respective soak wells used for roof drainage system that are buildings



- (ii) the removal of all vegetation, plant life and other things situate on their Lot that interfere or are likely to interfere with section 11 Strata Titles Act 1985 easements;
  - (iii) the maintenance and repair of the internal fence bordering their Lot but each fence dividing 2 Lots shall be subject to the provisions of the Dividing Fences Act 1961 as amended;
  - (iv) the landscaping of their Lot provided that the landscaping has been approved by the Strata Council who are satisfied that the proposed works are in keeping with the rest of the development and provide for adequate drainage.
- (B)
- (i) The owner of a Lot shall permit the Strata Company, its servants and agents to access their Lot for the purposes of carrying out its duties under these By-laws and for works as shall be required for the installation and maintenance of sewers at a reasonable time on notice given to the owner.
  - (ii) The grant of exclusive possession is subject to the implied easements stated in section 11 Strata Titles Act 1985 as amended.
  - (iii) The owner of a Lot shall not erect any attachment (as prescribed by s 37B Strata Titles General Regulations 1996) to their Lot or dwelling without complying with the procedure set out in s7 Strata Titles Act as amended.
  - (iv) The owner of a Lot must keep the exclusive use area clean and in good repair and must not store within that area any thing that detracts from the overall presentation of the building.
- (C) The Strata Company may give notice requiring an owner to comply with any of the above conditions and the proprietor shall comply with the terms of the notice within 1 month.

## 12 Recovery of Costs by Strata Company

1.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

- 1.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
- 1.1.2 legal costs on an indemnity basis; and
- 1.1.3 debt recovery agency's costs;

are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.

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

**9 Powers and duties of treasurer of strata company**

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

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

10 The Strata Company hereby confers on each owner free of charge but subject to the conditions contained below the exclusive use and enjoyment of the area designated in the table below and marked on the Diagram annexed and such area shall be included in the definition of Owner's Lot:

LOT OWNER	AREA	LOT OWNER	AREA
1	A1,A2,A3	14	O1,O2,O3
2	B1,B2,B3	15	P1,P2,P3
3	C1,C2,C3	16	Q1,Q2,A3
4	D1,D2,D3	17	R1,R2,R3
5	E1,E2,E3	18	S1,S2,S3
6	F1,F2,F3	19	T1,T2,T3
7	G1,G2,G3	20	U1,U2,U3
8	H1,H2,H3	21	V1,V2,V3
9	J1,J2,J3	22	W1,W2,W3
10	K1,K2,K3	23	X1,X2,X3
11	L1,L2,L3	24	Y1,Y2,Y3
12	M1,M2,M3	25	Z1,Z2,Z3
13	N1,N2,N3		

11. Conditions of exclusive use:

- (A) The Owner of a Lot to whom exclusive use of an area is granted shall be responsible for:
  - (i) the maintenance, emptying, repair and decommissioning of any septic tank or waste disposal system utilised by and contained within their Lot;

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

#### **6 Chairperson, secretary and treasurer of strata company**

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

#### **7 Meetings of council**

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

#### **8 Powers and duties of secretary of strata company**

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

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

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

## 5 Chairperson, secretary and treasurer of council

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

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

#### **4 Election of council at general meeting**

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

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

### 3 Constitution of council

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

**Part 3 – Consolidated By-laws of Scheme Number: 55**

**Governance By-Laws**

**1 Duties of owner**

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

**2 Power of strata company regarding submeters**

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



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SB

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

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







- (a) an occupier of the owner's lot; or
- (b) a mortgagee of the owner's lot,

against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.

17.6 The council of the strata company is empowered:

17.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and

17.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in by-law 17.1 in accordance with section 100(1)(c)(ii) of the Act.

17.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

and /  or<sup>2</sup>

By special resolution, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months from closing date) the  additions/  amendments/  repeal<sup>2</sup> to the Conduct by-laws were made as detailed here.

- 17.3 **Legal Proceedings** include, without limitation:
- 17.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (**SAT**), a tribunal or any court;
  - 17.3.2 an application to a court, or any other tribunal:
    - (a) to recover any amount of money owing to the strata company by an owner; or
    - (b) for any other matter;
  - 17.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
  - 17.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 17.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 17.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 17.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;
  - 17.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
  - 17.5.3 making good any damage to the common property or personal property of the strata company caused by:
    - (a) the owner or an occupier of the owner's lot;
    - (b) an invitee of the owner; or
    - (c) an invitee of the occupier of the owner's lot;
  - 17.5.4 Remediating a breach of the by-laws or the Act committed by:
    - (a) the owner; or
    - (b) an occupier of the owner's lot.
  - 17.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
  - 17.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;
  - 17.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
  - 17.5.8 all Legal Proceedings taken by:

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

- 16.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
- 16.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
- 16.1.3 to the fixtures and improvements of the owner of that lot; and
- 16.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in by-law 16.1.2, where:
- (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
  - (b) the insurance claim is made by the strata company.
- 16.2 The responsibility of the owner under by-law 16.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:
- 16.2.1 glass (windows, doors, shower screens and mirrors); and
  - 16.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 16.3 For all amounts payable as an insurance excess referred to in by-law 16.1 (**Excess Costs**), the strata company will:
- 16.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
  - 16.3.2 levy contributions for the Excess Costs solely on the owner referred to in by-law 16.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.
- 16.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

Schedule 1 by-law 17 be added as follows

**17 Recovery Costs**

- 17.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor, including proceedings in any Court of competent jurisdiction.
- 17.2 **Costs** include, without limitation:
- 17.2.1 the strata manager's costs;
  - 17.2.2 debt recovery costs;
  - 17.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
  - 17.2.4 costs of any consultants and experts; and
  - 17.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.

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# Scheme By-laws – First Consolidation

*Strata Titles Act 1985*  
Part 4 Division 4

Scheme Number: 55

The Owners of<sup>1</sup> **Sorrento Terrace Strata Scheme 55** (strata company):

## **Part 1 – First Consolidation**

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

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

## **Part 2 – Application to Amend**

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

and certifies that:

By resolution without dissent, the voting period for which opened on 22/11/2022 and closed on 20/12/2022 (and which must be registered within 3 months from closing date) the  **additions/**  **amendments/**  **repeal**<sup>2</sup> to the Governance by-laws were made as detailed here.

Schedule 1 by-law 15 be added as follows

### **15 Financial Year**

The Financial Year for the Strata Company is the period of 12 months ending on 30 September.

Schedule 1 by-law 16 be added as follows

### **16 Insurance Excess**

16.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

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

<sup>2</sup> Select one.

## Attachment 3 (2 of 2)

### THE OWNERS OF SORRENTO TERRACE SP 55

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**Part 3 – Consolidated By-laws of Scheme Number: 55**

**Governance By-Laws**

**1 Duties of owner**

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

**2 Power of strata company regarding submeters**

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

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### 3 Constitution of council

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

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

#### 4 Election of council at general meeting

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

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



- (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
    - (c) signing the ballot form; and
    - (d) returning it to the chairperson.
  - (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
  - (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 3(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
  - (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and —
    - (a) that number equals the number of votes recorded in favour of any other candidate; and
    - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.
- 5 Chairperson, secretary and treasurer of council**
- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
  - (2) A person —
    - (a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and
    - (b) may be appointed to 1 or more of those offices.
  - (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens —
    - (a) the person ceases to be a member of the council under by-law 3(7);
    - (b) receipt by the strata company of a written notice of the person's resignation from that office;
    - (c) another person is appointed by the council to hold that office.
  - (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-by-law (1), other than a vacancy arising under by-law 3(7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.



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

#### **6 Chairperson, secretary and treasurer of strata company**

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

#### **7 Meetings of council**

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

#### **8 Powers and duties of secretary of strata company**

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

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



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

**9 Powers and duties of treasurer of strata company**

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

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

10 The Strata Company hereby confers on each owner free of charge but subject to the conditions contained below the exclusive use and enjoyment of the area designated in the table below and marked on the Diagram annexed and such area shall be included in the definition of Owner's Lot:

LOT OWNER	AREA	LOT OWNER	AREA
1	A1,A2,A3	14	O1,O2,O3
2	B1,B2,B3	15	P1,P2,P3
3	C1,C2,C3	16	Q1,Q2,A3
4	D1,D2,D3	17	R1,R2,R3
5	E1,E2,E3	18	S1,S2,S3
6	F1,F2,F3	19	T1,T2,T3
7	G1,G2,G3	20	U1,U2,U3
8	H1,H2,H3	21	V1,V2,V3
9	J1,J2,J3	22	W1,W2,W3
10	K1,K2,K3	23	X1,X2,X3
11	L1,L2,L3	24	Y1,Y2,Y3
12	M1,M2,M3	25	Z1,Z2,Z3
13	N1,N2,N3		

11. Conditions of exclusive use:

- (A) The Owner of a Lot to whom exclusive use of an area is granted shall be responsible for:
  - (i) the maintenance, emptying, repair and decommissioning of any septic tank or waste disposal system utilised by and contained within their Lot;

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



- (ii) the removal of all vegetation, plant life and other things situate on their Lot that interfere or are likely to interfere with section 11 Strata Titles Act 1985 easements;
  - (iii) the maintenance and repair of the internal fence bordering their Lot but each fence dividing 2 Lots shall be subject to the provisions of the Dividing Fences Act 1961 as amended;
  - (iv) the landscaping of their Lot provided that the landscaping has been approved by the Strata Council who are satisfied that the proposed works are in keeping with the rest of the development and provide for adequate drainage.
- (B)
- (i) The owner of a Lot shall permit the Strata Company, its servants and agents to access their Lot for the purposes of carrying out its duties under these By-laws and for works as shall be required for the installation and maintenance of sewers at a reasonable time on notice given to the owner.
  - (ii) The grant of exclusive possession is subject to the implied easements stated in section 11 Strata Titles Act 1985 as amended.
  - (iii) The owner of a Lot shall not erect any attachment (as prescribed by s 37B Strata Titles General Regulations 1996) to their Lot or dwelling without complying with the procedure set out in s7 Strata Titles Act as amended.
  - (iv) The owner of a Lot must keep the exclusive use area clean and in good repair and must not store within that area any thing that detracts from the overall presentation of the building.
- (C) The Strata Company may give notice requiring an owner to comply with any of the above conditions and the proprietor shall comply with the terms of the notice within 1 month.

## 12 Recovery of Costs by Strata Company

1.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

- 1.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
- 1.1.2 legal costs on an indemnity basis; and
- 1.1.3 debt recovery agency's costs;

are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.



- 1.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 1.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.
- 1.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.
- 1.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 1.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

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

### 13 ROOFS, GUTTERS, DOWNPIPES AND ASSOCIATED FITTINGS

- (1) The boundaries of the lots that are depicted on the floor plan sheet of the strata plan have the boundaries of the lots to the external surfaces of the buildings depicted on the strata plan in accordance with section 3AB of the Act. The proprietors of the lots acknowledge and agree that they do not wish to be responsible for the maintenance, cleaning and repair of their roofs, gutters, downpipes and any soak wells connected to the roof drainage system, that form part of their lots.
- (2) In accordance with section 42(1)(c) of the Act, the strata company may make by-laws for matters relating to the management, control, use and enjoyment of the lots. The strata company wishes to maintain a uniform and harmonious external appearance of the buildings, regardless of the lot boundaries. The proprietors acknowledge and agree they do not want to be responsible for the maintenance, cleaning and repair of roofs, gutters, downpipes and any soak wells that are connected to the roof drainage system of their respective lots. To formalise this arrangement and in accordance with section 42(1)(c) of the Act, the painting, maintenance and repair of all external parts of the roofs, eaves, gutters, downpipes and the respective soak wells used for roof drainage system that are buildings

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

depicted on the strata plan or are part of the common property shall be deemed to be services which the proprietor of a lot agrees shall be provided by the strata company. The cost of such maintenance, repair, cleaning and replacement shall be raised by either a special levy or may be included in the administrative fund with all proprietors contributing to this expenditure in accordance with the unit entitlements of their lot.

**14 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, furniture, white goods, cardboard, bottles 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.

If the strata company expends money to remove discarded items as described above that can reasonably be assumed to have been left on the common property by vacating tenants, the Strata Company shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor.

**15 Financial year**

The Financial Year for the Strata Company is the period of 12 months ending on 30 September.

**16 Insurance Excess**

16.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

- 16.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
- 16.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
- 16.1.3 to the fixtures and improvements of the owner of that lot; and
- 16.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in by-law 16.1.2, where:
  - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
  - (b) the insurance claim is made by the strata company.

16.2 The responsibility of the owner under by-law 16.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

- 16.2.1 glass (windows, doors, shower screens and mirrors); and
- 16.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

16.3 For all amounts payable as an insurance excess referred to in by-law 16.1 (**Excess Costs**), the strata company will:



- 16.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
- 16.3.2 levy contributions for the Excess Costs solely on the owner referred to in by-law 16.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.
- 16.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.
- 17 Recovery Costs**
- 17.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor, including proceedings in any Court of competent jurisdiction.
- 17.2 **Costs** include, without limitation:
- 17.2.1 the strata manager's costs;
- 17.2.2 debt recovery costs;
- 17.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
- 17.2.4 costs of any consultants and experts; and
- 17.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 17.3 **Legal Proceedings** include, without limitation:
- 17.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (**SAT**), a tribunal or any court;
- 17.3.2 an application to a court, or any other tribunal:
- (a) to recover any amount of money owing to the strata company by an owner;  
or
- (b) for any other matter;
- 17.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
- 17.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 17.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 17.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 17.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;

- 17.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 17.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
  - (b) an invitee of the owner; or
  - (c) an invitee of the occupier of the owner's lot;
- 17.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
  - (b) an occupier of the owner's lot.
- 17.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 17.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;
- 17.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 17.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
  - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 17.6 The council of the strata company is empowered:
- 17.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
  - 17.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in by-law 17.1 in accordance with section 100(1)(c)(ii) of the Act.
- 17.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.



## Conduct By-Laws

### 1 Vehicles and parking

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

### 2 Use of common property

An owner or occupier of a lot must —

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

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

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

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

### 4 Behaviour of owners and occupiers

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

### 5 Drying of laundry items and signage

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

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

### 6 Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or

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

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.

**7 Moving furniture etc. on or through common property**

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

**8 Floor coverings**

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

**9 Garbage disposal**

An owner or occupier of a lot must —

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

**10 Additional duties of owners and occupiers**

An owner or occupier of a lot must not —

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

**11 Notice of alteration to lot**

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

**12 Appearance of lot**

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



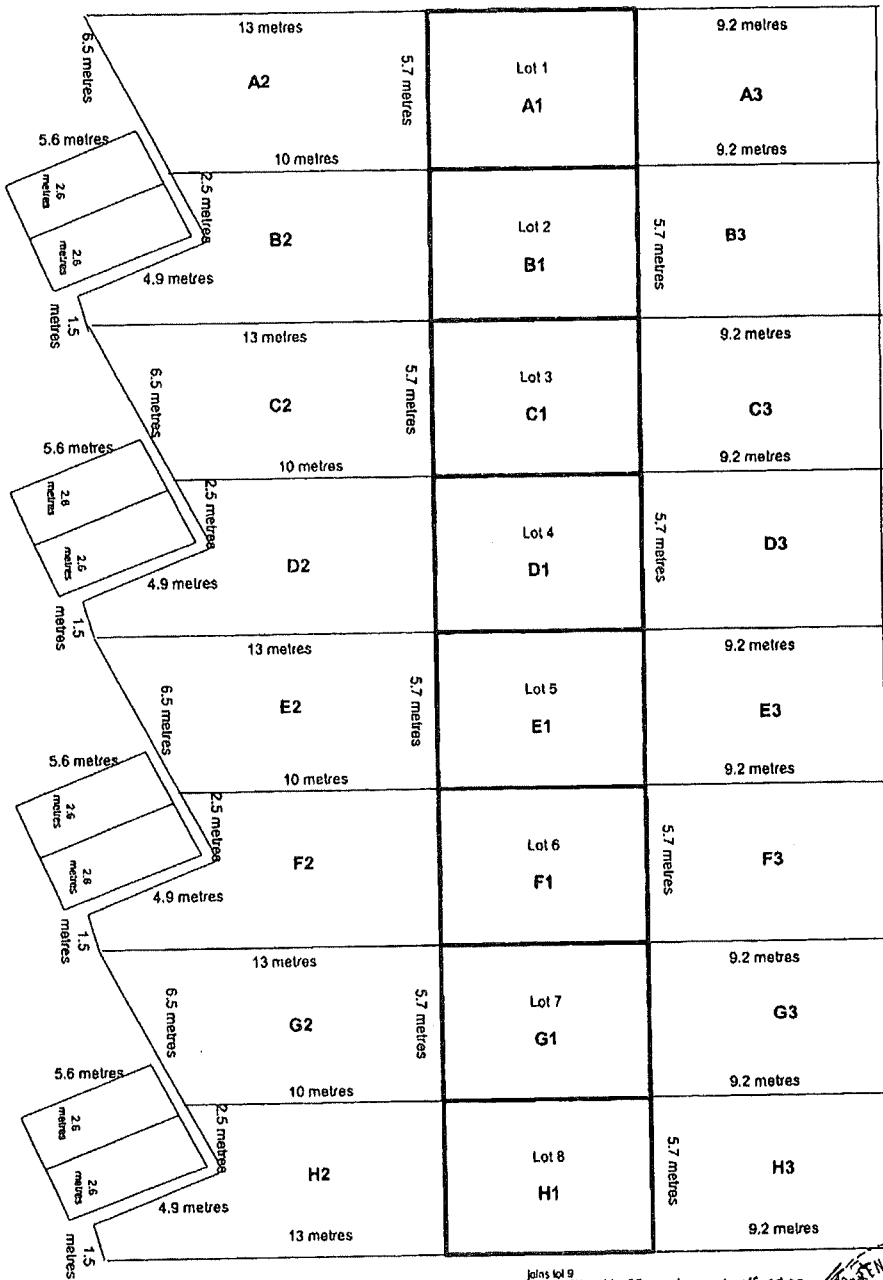
**13 Decoration of, and affixing items to, inner surface of lot**

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

14. All exterior paintwork for the lots is to be carried out by the Strata Company and to be of a colour determined by a majority of lot owners.

15. The driveway at the rear of the property shall be used only by vehicles entering from Warwick Road and exiting at Myrtle Avenue.

THE OWNERS SORRENTO TERRACE STRATA PLAN 55



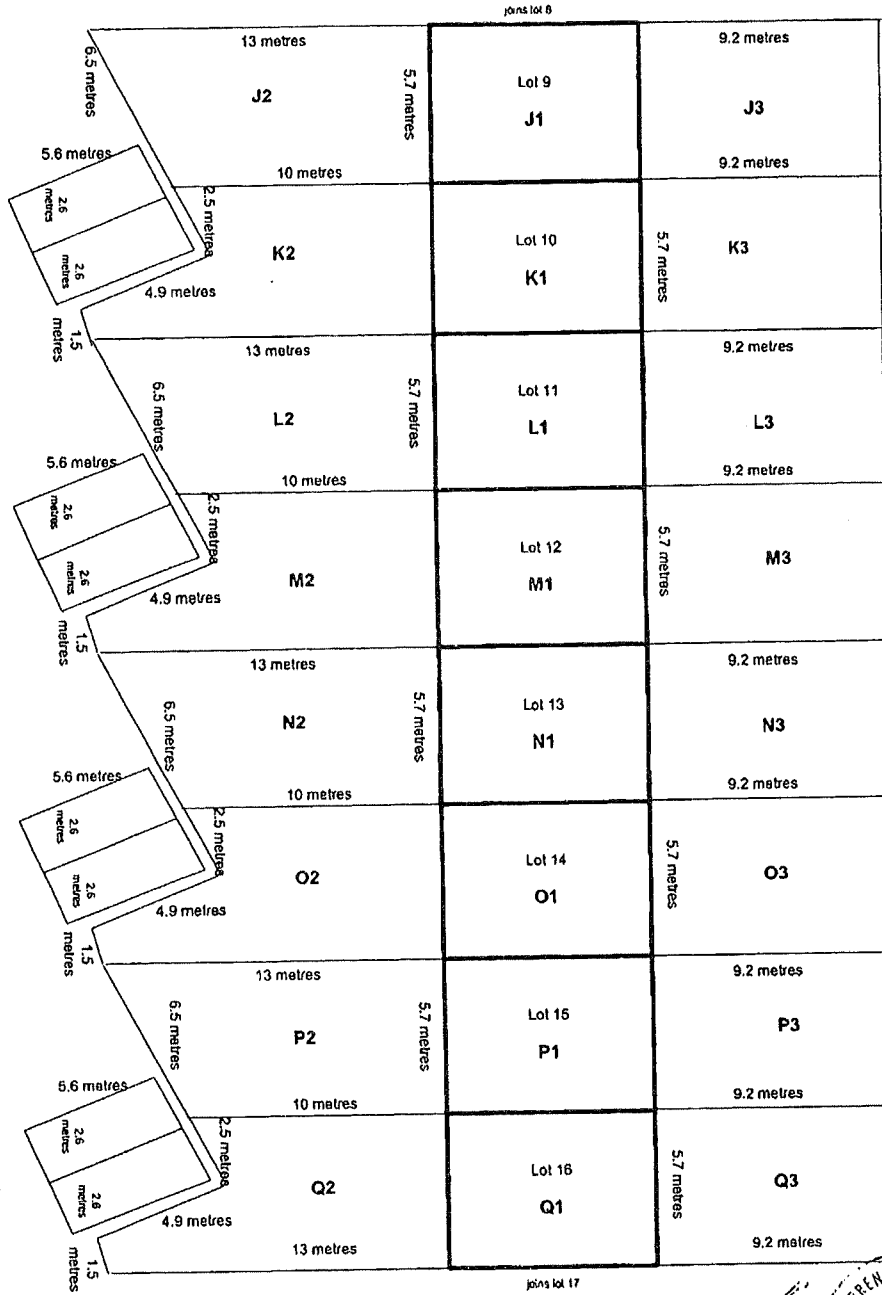
The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 2004 in the Presence of -

*[Signature]* M. KOPEC.  
*[Signature]* A. LYNN  
 Members of the Council.



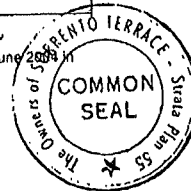
Lots 1 to 8 (street numbers 17A - 25)

THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55



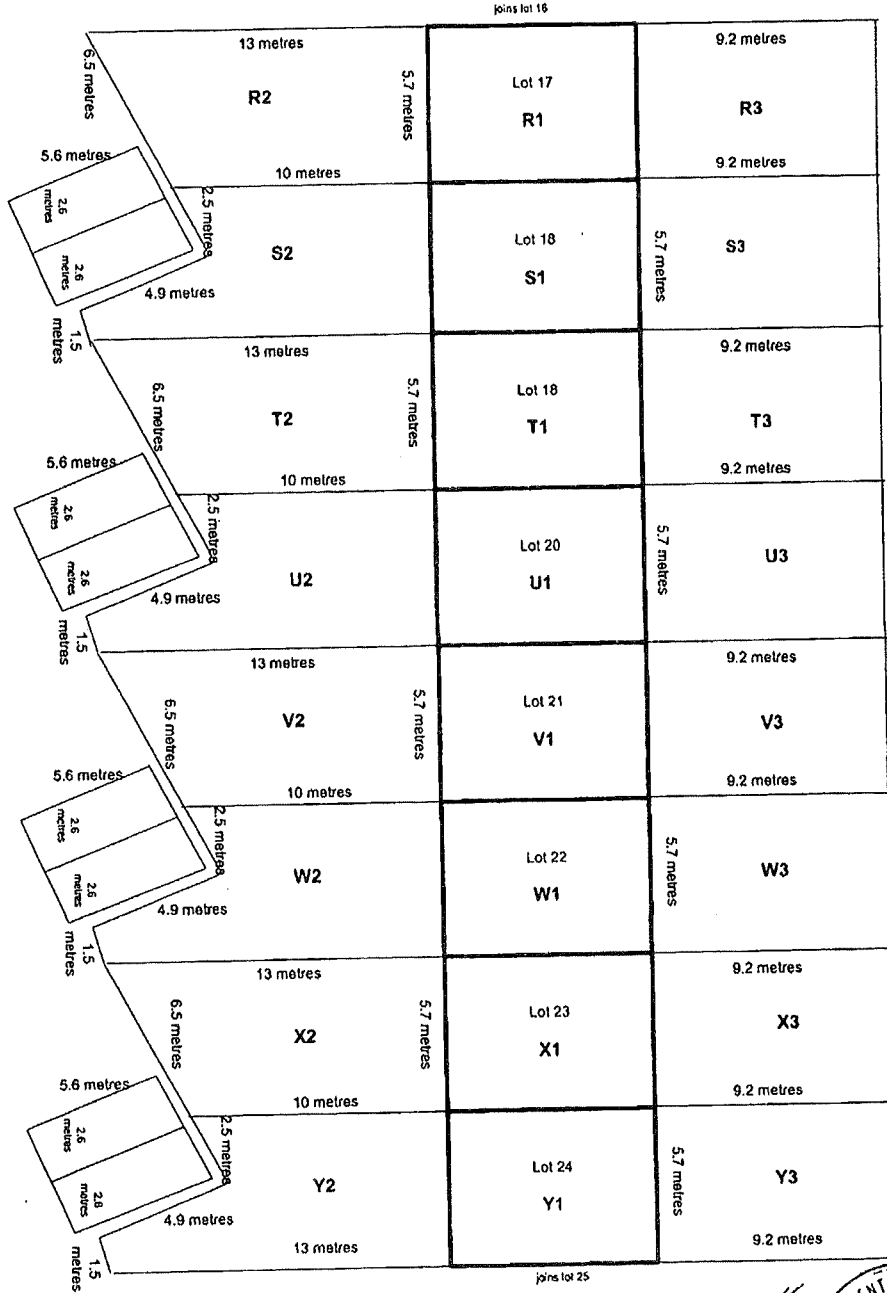
The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 2 June 2004 in the Presence of -

*Robert M. KOPEC*  
*A LYN*  
 Members of the Council.

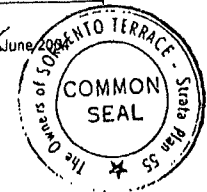


Lots 9 to 16 (street numbers 9A - 17)

THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55

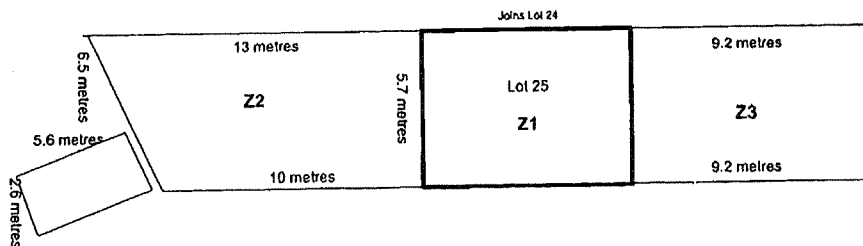


The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 16 June 2024  
 in the Presence of -  
 M. KOPEC  
 A MAN  
 Members of the Council.



Lots 17 to 24 (street numbers 1A - 9)

THE OWNERS OF SORRENTO TERRACE STRATA PLAN 55



The Common Seal of the OWNERS OF SORRENTO TERRACE Strata Plan No 55 was hereunto affixed on 16<sup>th</sup> June 2004 in the Presence of -

*[Signature]* M. KOPEC.  
*[Signature]* A. VAN  
Members of the Council.



Lot 25 (street number 1)

The Owners of Strata Scheme 55  
Sorrento Terrace  
1-25 Myrtle Avenue  
SORRENTO WA 6020

## NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given pursuant to Section 127 of the Strata Titles Act 1985 and the Strata Titles General Regulations 2019 that the Annual General Meeting for The Owners of Strata Scheme 55 will be held as follows:

**DATE:** Wednesday the 20/11/2024  
**VENUE:** The Office of All Strata Management Services  
121 Walcott Street  
Mount Lawley WA 6050  
**ZOOM LINK:** <https://zoom.us/join>  
**Meeting ID:** 576 850 7935  
**Passcode:** 11111  
**TIME:** 04:00 PM

### IMPORTANT INFORMATION STRATA TITLES ACT 1985

#### QUORUM

Quorum is the minimum number of persons that must be present, either in person or via Zoom or by duly nominated proxy, at the general meeting in order to proceed to business. A quorum for the purposes of Section 130(3) is constituted if there are persons present who are entitled to cast a vote attached to 50% of the lots in the scheme.

In accordance with Section 130(4) if a quorum has not been achieved and 30 minutes has elapsed from the time appointed, those present are taken to constitute a quorum.

#### PROXY

Please complete (all co-owners and/or company must sign) and return a proxy form in accordance with Section 124, prior to the meeting commencing. A proxy need not be a proprietor therefore you may nominate your strata company manager or the chairperson to represent you at the general meeting.

#### IF YOU HAVE ANY FINANCIAL QUERIES YOU MUST GIVE NOTICE

Please submit all financial queries to our office to the email address of your strata manager listed below no later than 3 business days prior to the meeting.

#### METHOD OF VOTING

In accordance with Section 129(2)(d) the acceptable method of voting is at the general meeting, or, in writing either by post or email and accompanied by a duly executed proxy form.

#### HOLDING MEETINGS REMOTELY

In accordance with Section 131(1) & (2) a person may attend a meeting by remote communication and is taken to be present at the meeting, if you wish to attend via Zoom.

Please refer to Agenda Sundry notes for further information.

**Kim Bunting**  
[stratawhite@allstrata.com.au](mailto:stratawhite@allstrata.com.au)  
For and on behalf of The Owners of Strata Scheme 55



**DATE OF NOTICE**

23 October 2024

**AGENDA**

**RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME**

**1 TIME MEETING COMMENCED**

**2 APPOINTMENT OF MEETING CHAIRPERSON**

**3 MINUTES (ANNUAL GENERAL MEETING)**

That the minutes of the previous annual general meeting held on **21/11/2023** of The Owners of Strata Scheme 55 be confirmed as an accurate record of the proceedings of that meeting.

**4 FINANCIAL STATEMENTS**

That pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **30/09/2024** as included within the notice of meeting be accepted.

**5 INSURANCE POLICY DETAILS**

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

Policy No.872042  
CHU  
Type : Residential Strata

Premium : \$22,641.89      Paid on : 09/01/2024      Start : 26/01/2024      Next due : 25/01/2025

Cover	Sum Insured	Excess	Notes
Building	\$9,233,950.00	\$1,000.00	\$2,500 Water Damage/Burst Pipes/Storm
Common Contents	\$113,574.00	\$1,000.00	
Loss of Rent/Temp Accommodation	\$1,385,092.00	\$1,000.00	
Liability	\$20,000,000.00	\$0.00	
Voluntary Workers	Selected	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Government Audit Expenses	\$25,000.00	\$0.00	
Appeal Expenses - C.P. H & S	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners Fixtures&Improvements	\$250,000.00	\$0.00	
Flood Cover	Included	\$0.00	

Policy No.PE1009225GWC  
QBE Insurance  
Type : Workers Compensation

Premium : \$319.00      Paid on : 12/01/2024      Start : 25/01/2024      Next due : 25/01/2025

Cover	Sum Insured	Excess	Notes
Workers Compensation	Selected	\$0.00	

Commission paid on this policy was **\$3,723.37** and the last valuation was completed on **25/11/2022** and noted a replacement value of **\$8,965,000.00**.

**6 INSURANCE COVERAGE**

- a. That Catastrophe Cover be added to the policy mid-term.
- b. That Catastrophe Cover be added to the policy at renewal.
- c. That All Strata Management Services to empowered to obtain a quote to add Catastrophe Cover to the

policy and forward to the Council of Owners for consideration and instruction.

#### Catastrophe

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

### 7 BUILDING INSURER

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

- a. That All Strata Management Services be empowered to renew the insurance policy with the current insurer; or
- b. That All Strata Management Services be empowered to obtain a quote from Strata Community Insurance prior to renewal; and/or
- c. That All Strata Management Services be empowered to engage an Insurance Broker who will be empowered to obtain quotes from strata insurers prior to renewal; and
- d. That the Council be empowered to choose a preferred quote from either the current insurer, Strata Community Insurance or sourced by the Brokers.
- e. That the Council of Owners be authorised to raise a special levy for any shortfall between premium amount and budget allocation to be due and payable within 14 days

#### Note:

Resolve that **the Strata Manager** be authorised to instruct and assist the Strata Company's nominated insurer to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Council of Owners.

FURTHER, resolve that **the Strata Manager** forward the valuation (if applicable) and insurance quotations, including the written advice and disclosure summary to the Council of Owners for consideration. In the event that **the Strata Manager** receives no response from the Council of Owners within 5 business days prior to the expiry of the insurance policy, to ensure that the Strata Company continues to hold insurance that meets the requirements of Section 97(1)(a) of the Act, **the Strata Manager** is to be given authorisation to place the insurance for the forthcoming policy year.

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

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

### 8 BUILDING SUM INSURED

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

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

#### Note:

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

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

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

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

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

#### GENERAL ADVICE WARNING

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

## 9 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

- a. That the number of members of the Council of the Strata Company be determined; and
- b. That the members of the Council of the Strata Company be elected in accordance with Section 127(3)(a) of the Strata Titles Act 1985; or
- c. That, where there is no Council of the Strata Company, All Strata Management Services be empowered to prepare and issue ordinary resolution circulars, as and when required, to members of strata company to conduct a vote by ordinary resolution outside of a general meeting; and
- d. That a member of the Council be appointed to receive the monthly financial statement; and
- e. That a member of the Council be appointed as the Strata Company Representative.

### Note:

Strata Management Agreement and Disclosure clause 12 "Strata Company Representative"

### 12.1 The Strata Company acknowledges and warrants that:

- (1) The Strata Company will validly nominate a Strata Company Representative to communicate with the Strata Company Manager on behalf of the Strata Company;
- (2) The Strata Company Representative is a member the Council, or in the case of a corporate member of the Council, the person nominated by that member of the Council to act for it; and
- (3) If the Strata Company appoints another member of Council to be the New Strata Company Representative, that appointment will not take effect until the Council has given notice of that new appointment to the Strata Manager.

## 10 10 YEAR PLAN

That the Strata Company agrees to consider maintenance that is either outstanding or due to be completed in the financial year as noted in the 10 year plan to comply with Section 91(1)(c); and

- a. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
- c. That the Council be empowered to choose a preferred contractor/quote; and
- d. That All Strata Management be instructed to obtain quotations as directed by the Council of Owners; and
- e. The Reserve Funds Plan be regularly reviewed and updated by the Council of Owners; and
- f. Acknowledge that the Council of Owners will annually review and update the 10 Year Plan of forecasted works and levies.

### Note:

If you wish to obtain another copy of the 10 year building maintenance plan please contact your strata manager via email on [stratawhite@allstrata.com.au](mailto:stratawhite@allstrata.com.au) to obtain another copy.

## 11 PEST CONTROL

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

## 12 GUTTER CLEANING

That the Strata Company which previously approved the recommendation of Gutter Cleaning to be carried out annually as preventative maintenance and pursuant to Section 102 of the Strata Titles Act 1985, agrees that this is be carried out again for the following year.

## 13 ADDITIONAL EXPENDITURE LANEWAY CRACKS

That pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake repairs to the laneway cracks; and

- a. That Claremont Asphalt quote QU-221268 dated 03/09/2024 for the amount of \$4,180.00 be considered; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

## 14 ADDITIONAL EXPENDITURE ROOF RESTORATION

That pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake roof restoration; and

- a. That Sunrise Roofing quote QU-0003 dated 22/08/2024 for the amount of \$84,150.00 be considered; or
- b. That Versatile Roofing quote 223 dated 01/03/2018 for the amount of \$187,000.00 be considered; or
- c. That Permacoat quote dated 04/10/2024 for the amount of \$66,500.00 be considered; and

- d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**15 ADDITIONAL EXPENDITURE REIMBURSEMENT OF UNIT 17A**

That pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to reimburse the owner of 17A for works completed due to water ingress from the soakwells; and

- a. That the invoice from Anti Damp for the amount of \$3,960.00 be considered; and
- b. That the invoice from Bunnings for Downpipe plumbing supplies for the amount of \$318.11 be considered; and
- c. That the invoice for the skip bin for the amount of \$196.95 be considered; and
- d. That the invoice for the flooring and skirting for the amount of \$859.25 (Receipt to be provided) be considered;
- e. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

**16 CONSTRUCTION TRAINING LEVY**

That pursuant to the Building and Construction Industry Training Fund and Levy Collection Act 1990 (the Act), The Strata Company acknowledges that the BCITF levy must be paid by every project owner (Strata Company) when an application for a building permit is made. Where a building permit is not required for works to which the levy is applied (e.g. Electrical, Plumbing, Gas or Water maintenance work, Painting works, Brick and Concrete services, Plaster Ceiling and Wall repairs, Roof and Gutter repairs etc) that exceeds \$25,000.00 the organisation (Strata Company) responsible for executing the project is required to notify the CTF of the project and its estimated value and at that time, pay the full value of the levy (being 0.2% of the total value) to the CTF prior to the commencement of construction work.

**17 BUDGET**

That the statement of estimated receipts and payments (budget) be adopted pursuant to Section 102 of the Strata Titles Act 1985 included within the notice of meeting.

**18 ADMINISTRATIVE FUND CONTRIBUTIONS**

That contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$52,000.00**; and

That contributions be due and payable as follows;

\$1.25 per unit entitlement due in advance on the 01/10/2024; and  
\$1.25 per unit entitlement due in advance on the 01/11/2024, and  
\$2.88 per unit entitlement due in advance on the 01/12/2024, and  
\$1.81 per unit entitlement due in advance on the 01/01/2025, and  
\$1.81 per unit entitlement due in advance on the 01/02/2025, and  
\$1.81 per unit entitlement due in advance on the 01/03/2025, and  
\$1.81 per unit entitlement due in advance on the 01/04/2025, and  
\$1.81 per unit entitlement due in advance on the 01/05/2025, and  
\$1.81 per unit entitlement due in advance on the 01/06/2025, and  
\$1.81 per unit entitlement due in advance on the 01/07/2025, and  
\$1.81 per unit entitlement due in advance on the 01/08/2025, and  
\$1.81 per unit entitlement due in advance on the 01/09/2025; and

**New financial year**

\$1.81 per unit entitlement due in advance on the 01/10/2025.

and every month thereafter until the next Annual General Meeting.

**19 RESERVE FUND CONTRIBUTIONS**

That contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$9,000.00**; and

That contributions be due and payable as follows;

\$0.3125 per unit entitlement due in advance on the 01/10/2024; and  
\$0.3125 per unit entitlement due in advance on the 01/11/2024, and  
\$0.3125 per unit entitlement due in advance on the 01/12/2024, and  
\$0.3125 per unit entitlement due in advance on the 01/01/2025, and

\$0.3125 per unit entitlement due in advance on the 01/02/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/03/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/04/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/05/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/06/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/07/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/08/2025, and  
\$0.3125 per unit entitlement due in advance on the 01/09/2025; and

**New financial year**

\$0.3125 per unit entitlement due in advance on the 01/10/2025.

and every month thereafter until the next Annual General Meeting.

**20 OTHER BUSINESS WITH NOTICE**

**SUBJECT**

Description of the business to be discussed and what lot proprietor requested the motion to be added to the agenda.

**TREES**

Meeting to discuss the overgrown trees/bushes within the owners front and rear gardens and that it is an owners responsibility to ensure the roof and gutters are kept clear.

**MOWING OF FRONT VERGE**

Meeting to discuss the merits of continuing to mow the front verge (paid by the strata company).

**EXCLUSIVE USE BYLAW FOR CARPORTS**

The meeting to discuss if an exclusive use bylaw be considered.

**LANEWAY UPGRADE**

Meeting to discuss installation of signage for private laneway at both ends, speed limit signs and repairs to northern end for drainage issues.

**21 OTHER BUSINESS**

That an invitation be extended to those present who have any informal item of business that were not notified as agenda items prior to this agenda being issued for referral to the Council of the Strata Company.

**22 CLOSURE**

**NOMINATION FOR ELECTION TO COUNCIL  
THE OWNERS OF SURVEY/STRATA SCHEME 55**

I wish to nominate myself (where a lot is owned by an individual or company and not jointly) for election to the Council of the Strata Company at the forthcoming Annual General Meeting on 20/11/2024 of **The Owners of Strata Scheme 55**.

NAME: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

BUILDING NAME OR ADDRESS: Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO WA 6020

SIGNATURE: \_\_\_\_\_

**Where a company is the nominee, the person authorised by the company to act on its behalf on council is:**

\_\_\_\_\_

I wish to nominate the following co-owner of our lot for election to the Council of Owners at the forthcoming Annual General Meeting of **The Owners of Strata Scheme 55**.

NAME OF NOMINEE

\_\_\_\_\_

SIGNATURE OF NOMINEE ACCEPTING NOMINATION:

\_\_\_\_\_

SIGNATURE OF NOMINATOR

\_\_\_\_\_

**NOTE: Where a corporation is the lot owner than in accordance with Section 136 of the Strata Titles Act 1985 (as amended), the corporation is eligible to be a member of council. The corporation may then authorise an individual to act on its behalf on council and may later revoke that authority. Nomination by the corporation for its election to council together with advice of details of the authorised individual should be completed by the signing/sealing procedures of the corporation as may be appropriate.**

# PROXY FORM

## THE OWNERS OF SURVEY/STRATA SCHEME 55

**Important notes:** please read these carefully before completing this form.

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot can only vote by a proxy holder, appointed by all the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
5. If the options in this form do not meet your requirements, seek advice.

I/We \_\_\_\_\_ being the  
owner/s of lot number/s \_\_\_\_\_ (unit number/s \_\_\_\_\_), Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO WA 6020  
appoint:

\_\_\_\_\_ [name of proxy holder] and failing their attendance/participation, the Strata Company  
Manager.

to speak and act and to vote for me/us as my/our proxy holder:

**Select and complete only one of options A to C, as appropriate;**

- Option A:** at all general meetings, and for all votes taken outside general meetings, except for voting on any proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; **or**
- Option B:** at all general meetings and for all votes taken outside general meetings; **or**
- Option C:** at the general meeting to be held on **20/11/2024** and any adjournment of that meeting.

Date of execution: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of owner

.....  
**In the case of an incorporated proprietor (corporate owner) this form requires the signature of a duly authorised person authorised to sign by its constitution**

\_\_\_\_\_  
Sole Director/Secretary

\_\_\_\_\_  
Director/Secretary/Attorney



# Online Meeting Etiquettes

## & Best Practices

With the greater need to work remotely, we need to stay connected now more than ever. Two of the best tools to help us stay connected are video and audio conference call technologies. Some of you may be using these tools for the first time, while others are quite accustomed to them.

To ensure efficiency, and that all participants are as aware as others, here are some best practices to help you successfully participate in conference /video calls:

1. **Prepare for your calls beforehand:** For any meeting involving technology - whether you're joining from a laptop or mobile phone, it's important to test the equipment setup. Typically, there is a test process you can run to ensure your app or browser interface are connecting properly to your camera, and any other attached equipment like speakers and microphones. Running these tests will ensure that you can see and hear other users and they can see and hear you.
2. **Choose a quiet spot and a good phone/audio device:** Background noise and poor sound quality is disturbing to everyone on the call and makes the call less productive.
3. **Be on time:** Be sure to dial in to your meeting at least a minute or two ahead of time. Don't keep others waiting.
4. **Consider using audio via the phone versus the computer:** This method reduces feedback noise. We have found that using the 'Call Me' option for audio seems to provide a much more consistent experience.
5. **Use muting:** If you are primarily listening, mute yourself except when talking. Nothing ruins a conference call faster than a hungry dog, fussy baby, or blaring television of the person who forgot to mute themselves. One person's bad connection or background noise can ruin the call for everyone. You don't always know exactly what the folks on the other end of the call are hearing. So, if you aren't talking, keep yourself on mute. That's the "mute" button-not the "hold" button.
6. **Disable other noisemakers:** Turn off PC speakers, radios, mobile phones - anything that might produce noise that will distract from the conference. When working from home, turn off the TV and close the door, leaving the dog outside.
7. **No side conversations and multitasking:** To ensure all participants are made aware of the content and discussions. We'll point out the obvious here: while we're all guilty of occasionally multitasking during audio and web conferences, in a video conference, everyone can see you. Responding to another email? We can see you. Checking your cell phone? We can see you doing that too. Eliminate distractions and focus on the meeting. Turning off notifications, closing or minimizing running applications and muting cell phones, streaming radio, etc., are all basic etiquette rules.
8. **Be cognisant that audio may be delayed at times:** Conference calling may cause potential interruptions with video and audio. Remember to be respectful of others on the call during these situations.
9. **Identify yourself and speak up:** If you are not using the video feature and if you haven't talked for a while, listeners will probably have a hard time recognising your voice. State your name as you start, and speak clearly, distinctly and directly into the handset or microphone. "Zoom" will identify you on the user's screen (this doesn't work well on phones as they are smaller)





## AGENDA SUNDRY NOTES

Please contact All Strata Management Services on 08 9227 8966 or admin@allstrata.com.au if you have any questions about this notice.

### HOLDING MEETINGS REMOTELY

For the purposes of Section 131 a person (including a proxy of a member of the Strata Company) may in accordance with any requirements of the scheme by-laws attend, and vote at a meeting of a strata company by telephone, video link, internet connection or similar means of remote communication such as on line voting.

A person attending a meeting by remote communication is taken to be present at the meeting.

### BUDGET

#### 102. Budget

- (1) A strata company must prepare a budget for each financial year and submit it for approval to its annual general meeting.
- (2) The budget must be prepared -
  - (a) taking into account, if applicable, the 10 year plan for the reserve fund; and
  - (b) in accordance with any requirements set out in the regulations and the scheme by-laws.
- (3) The strata company may, by ordinary resolution at its annual general meeting or at a subsequent general meeting, approve a budget with or without modification.
- (4) The strata company may, by ordinary resolution, vary its approved budget.
- (5) If a budget or a variation of a budget provides for expenditure on common property under section 91(2) (improvement or alteration of the common property, other than expenditure on sustainability infrastructure) exceeding \$500.00 for each lot in the strata title scheme -
  - (a) information regarding that expenditure must be provided to the members of the strata company as required by the regulations; and
  - (b) the budget or variation must be approved by special resolution.
- (6) A strata company must not make any expenditure that is not authorised by an approved budget except for expenditure as follows -
  - (a) expenditure of an amount not exceeding, in a financial year, for each lot in the strata titles scheme -
    - (i) the amount fixed by the strata company by special resolution; or
    - (ii) if the strata company has not fixed the amount by special resolution, the amount fixed by the regulations;
  - (b) expenditure (not being of the kind referred to in subsection (5)) made on the following conditions being met -
    - (i) notice in the approved form of the purpose and amount of a proposed expenditure is given to the owners and first mortgagees of all lots in the strata titles scheme; and
    - (ii) if the regulations so require, quotations or tenders for the expenditure are submitted to those owners and first mortgagees; and
    - (iii) within 14 days after the requirements in the preceding subparagraphs are met, objection to the proposed expenditure has not been notified in writing to the strata company by the owners or first mortgagees of
      - (I) 25% or more of the lots in the scheme; or
      - (II) lots of which the total unit entitlement is 25% or more of the sum of the unit entitlements of all the lots in the scheme;
  - (c) expenditure required by a court or tribunal or by a notice or order given under a written law to the strata company.
- (7) For subsection (6) (b), if an objection is notified under subsection (6) (b) (iii) by a first mortgagee of a lot, an

objection notified by the owner of that lot must be disregarded.

(8) This section has effect subject to any regulations or scheme by-laws that require a special resolution, resolution without dissent or unanimous resolution or other steps to be taken for expenditure of a particular class.

### **FINANCIAL REPORTS**

Should you have any account queries or questions relating to particular items of the accounts of the strata company, would you please submit your queries in writing either by faxing them to your manager on (9227 5519), emailing to (admin@allstrata.com.au) or by posting to PO Box 511 Mount Lawley WA 6929 at least 3 working days prior to the date of the meeting so that the provision of answers can be supplied prior to the meeting.

### **ELECTION OF STRATA COUNCIL MEMBERS**

A member of the council vacates office as a member of the council at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected.

In accordance with Section 136 a corporation is eligible to be an officer of a strata company or a member of the council of a strata company. A corporation may authorise an individual to perform on its behalf a function conferred under this Act on the corporation as an officer of the strata company or as a member of the council and may revoke the authority of an individual so authorised.

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

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

Please refer to your schemes registered by-laws for any variations to the above.

### **PROXY FORMS**

Please return the forms at least 3 business days prior to the date of the meeting to allow an attendance register to be prepared prior to the meeting.

Please ensure that if you are unable to attend the meeting that you are represented by a proxy holder or you may nominate your strata manager to vote on your behalf. If you choose to appoint the strata manager, please ensure that you advise of your voting preferences on how you wish to vote on the issues raised.

A proxy form must be filled in if there are co-owners of a lot, even if all co-owners are present at the meeting.

To fill in the proxy form simply name which one of you is going to be the person who is entitled to vote and move motions then both or where there are more than 2 owners of a unit, all sign the proxy form confirming your acceptance of the arrangement.

If none of the co-owners of a unit are able to attend the meeting you may nominate some other person to act as your proxy. A proxy holder need not be an owner. If you are not sure who to elect you may like to consider electing the strata manager as your nominated proxy.

### **VISITORS**

The strata company is not a public company and the meeting is open for owners or their proxy holders only. Owners are reminded that the strata company prefers that visitors not attend the meeting. In the event that you do invite a non-owner please note that the meeting may object to their presence and in that instance they will be asked to leave.

### **VOTING AND RESOLUTIONS**

#### **VOTING**

Please note that only financial proprietors may move a motion or cast a vote excepting in the case of a Resolution without Dissent or Unanimous Resolution, which allows non-financial Proprietors to vote. Financial proprietors will be issued with a voting slip to enable the Strata Company to clearly identify those proprietors with voting rights.

Furthermore if there are co-owners of the lot, the co-owners may only cast the vote through jointly appointing a single proxy (who may be 1 of the co-owners).

### **VOTING AND RESOLUTIONS AS PER STRATA TITLE ACT 1985 (AS AMENDED)**

#### **121. VOTING PERIOD**

- (1) If a resolution is required to be a unanimous resolution, resolution without dissent or special resolution, the period allowed for voting must be 28 days or, if the regulations specify some other period, that period.
- (2) If a vote on a resolution that is required to be a unanimous resolution, resolution without dissent or special resolution is taken at a general meeting -
  - (a) the voting period opens at the meeting and closes 28 days (or if the regulations specify some other period, that period) after the meeting; and
  - (b) if, for 1 or more lots, there was no-one present at the meeting in person or by proxy who could cast the vote attached to the lot - written notice of the outcome of the vote at the meeting is given to the owner of each such lot; and
  - (c) if the vote for a lot was not cast at a meeting, the vote may be cast by written notice to the strata company before the voting period closes.

## 122. COUNTING OF VOTES

- (1) Votes are to be counted (and recorded) as follows -
  - (a) for a unanimous resolution or a resolution without dissent, the votes must be counted by the number of votes cast;
  - (b) for a special resolution, the votes must be counted both by the number of votes cast and by the number of unit entitlements of the lots for which votes are cast;
  - (c) for an ordinary resolution, the votes must be counted by the number of votes cast unless any person entitled to cast a vote demands that they be counted by the number of unit entitlements of the lots for which votes are cast, in which case, they must be counted in that manner.
- (2) A demand that a vote be counted by the number of unit entitlements of the lots for which votes are cast can be made -
  - (a) if the vote is being taken at a general meeting, orally or in writing before the resolution is put to the vote; and
  - (b) if the vote is being taken outside of a general meeting, when the vote is cast.
- (3) Such a demand may only be withdrawn by the person who made the demand.

## 123. RESOLUTIONS

- (1) A resolution of a strata company is a *unanimous resolution* if -
  - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
  - (b) the vote attached to each lot in the scheme is cast in favour of the resolution.
- (2) Subject to subsection (3), a resolution of a strata company is a *resolution without dissent* if -
  - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
  - (b) no vote attached to a lot in the scheme is cast against the resolution.
- (3) For a 2-lot scheme, a resolution is only to be regarded as a *Resolution without dissent* if it is a unanimous resolution.
- (4) Subject to subsections (5) and (6), a resolution of a strata company is a *special resolution* if -
  - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
  - (b) the votes in favour of the resolution equal -
    - (i) when counted by number - not less than 50% of the number of lots in the scheme; and
    - (ii) when counted by unit entitlements - not less than 50% of the unit entitlements of the lots in the scheme; and
  - (c) the votes against the resolution equal -
    - (i) when counted by number - less than 25% of the number of lots in the scheme; and
    - (ii) when counted by unit entitlements - less than 25% of the unit entitlements of the lots in the scheme.
- (5) For a 2-lot scheme, a resolution is only to be regarded as a *special resolution* if it is a unanimous resolution.
- (6) For a 3, 4 or 5-lot scheme, a resolution of the strata company is a *special resolution* if -
  - (a) 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
  - (b) the votes in favour of the resolution equal-
    - (i) when counted by number -
      - (I) for a 3-lot scheme - not less than 2; and
      - (II) for a 4-lot scheme - not less than 3; and
      - (III) for a 5-lot scheme - not less than 4; and
    - (ii) when counted by unit entitlements - not less than 50% of the unit entitlements of the lots in the scheme.

- (7) A resolution of a strata company is an *ordinary resolution* if -
- (a) for a resolution passed other than at a general meeting, 14 days' notice of the terms of the proposed resolution is given to each member of the strata company before voting on the resolution opens; and
  - (b) it is passed when counted as required under section 122 (1) (c) -
    - (i) by number - by more than 50% of the number of lots for which votes are cast; or
    - (ii) by unit entitlements - by more than 50% of the sum of the unit entitlements of the lots in the scheme for which votes are cast.

Note for this subsection:

For an ordinary resolution, the question is determined against the resolution on an equal number of votes whether counted by number or by unit entitlements.

#### 124. Voting by proxy

- (1) An instrument appointing a proxy to cast a vote must be in writing and executed by the appointer or the appointer's attorney.
- (2) Subject to any limitations expressed in the instrument of appointment, the appointment of a proxy is for all general meetings and for all purposes.
- (3) The instrument of appointment of a proxy may limit the appointment -
  - (a) to a specified general meeting or to voting on a specified resolution; or
  - (b) to general meetings held, or votes taken, within a specified period; or
  - (c) to a specified purpose; or
  - (d) in any other specified way.
- (4) A proxy may be, but is not required to be, a member of the strata company.
- (5) The regulations may impose limitations on a strata manager being appointed as a proxy, including limitations as to the number of lot owners or unit entitlements of lots for which a strata manager may be appointed as a proxy.

#### 125. DISQUALIFICATION FROM VOTING AS PROXY

- (1) If a member of a strata company who is an individual and sole owner of a lot is present at a general meeting of the strata company, the member must cast the vote for the lot personally rather than by proxy.
- (2) A person must not vote as a proxy of another person on a resolution relating to the provision of goods, amenity or service to the strata company if the person so voting (the *proxy*) has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service.
- (3) Subsection (2) does not apply if -
  - (a) notice of the proposed resolution included, if applicable, the particulars described in subsection (4); and
  - (b) the instrument appointing the proxy expressly authorises the proxy to vote on the resolution and specifies whether the proxy is to vote for or against it.
- (4) If the resolution relates to the strata company making, varying or extending a strata management contract, the notice of the resolution must specify -
  - (a) the name of the strata manager; and
  - (b) when the proposed contract, or the contract as proposed to be varied or extended (as the case may require) is to start and end; and
  - (c) each proposed variation, if applicable; and
  - (d) the remuneration that is payable under the contract or the way in which the remuneration that is payable under the contract is to be calculated.

#### 126. EXERCISE OF VOTING POWER IN CERTAIN CASES

The entitlement of the owner of a lot to vote on a proposed resolution is subject to the following -

- (a) if the lot is subject to a registered mortgage -
  - (i) the first mortgagee of the lot may, in person or by proxy, cast the vote on behalf of the owner of the lot; and
  - (ii) the owner may cast the vote if the first mortgagee does not do so;
- and
- (b) in any event -
  - (i) if the owner of the lot has not attained 18 years of age, the owner may not cast the vote but the owner's guardian may do so on behalf of the owner; and
  - (ii) if the owner of the lot is, for any reason, unable to control the owner's property, the person who is, for the time being, authorised by law to control the owner's property may cast the vote on behalf of the owner; and
  - (iii) if there are co-owners of the lot, the co-owners may only cast the vote through jointly appointing a single proxy (who may be 1 of the co-owners).

#### STRATA COMPANY INSURANCE

The Strata Manager is an authorised representative of CHU Underwriting Agencies Pty Ltd (CHU) and Body Corporate Brokers Pty Ltd (BCB) and an authorised distributor of Insurance Australia Limited (WFI) and Strata Community

Insurance Agencies Pty Ltd (Strata Community Insurance).

The Strata Manager is authorised to provide general advice only. General advice about an insurance product does not take into account your personal objectives, financial situation or needs. If you need personal advice about your insurance requirements the Strata Manager will refer you onto Body Corporate Brokers Pty Ltd (BCB).

We recommend that you read the Product Disclosure Statement, Policy Wording and Financial Services Guide to make an informed decision about the insurance policy.





The Owners of Strata Scheme 55  
Sorrento Terrace, 1-25 Myrtle Avenue,  
SORRENTO WA 6020

Amended Minutes of the Annual General Meeting of The Owners of Strata Scheme 55 held on the 21/11/2023 via Zoom at 04:00 PM.

## RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
2	23A	Yes	Michelle Watson
4	21A	Yes	J A & W M Macintyre Represented by Michael Macintyre
5	21	Yes	Nicola and Richard Elkin Represented by Nicola Elkin
7	19	Yes	Beryl Grace Schairer
9	17	Yes	Peter and Kim-Leng Andrews Represented by ASMS
16	9A	Yes	Cara A Fanning
18	7A	Yes	Monique Kopec
19	7	Yes	Jaime M Streeter
21	5	Yes	Lauren Gianoli
22	3A	Yes	Glyn Davies & Sonia Davies Represented by Sonia Davies
24	1A	Yes	Blair Hardman

## AGENT MANAGER

Kim Bunting - Strata Community Manager - All Strata Management Services

Kim Bunting confirmed that all proxy forms received had been signed in accordance with the requirements of the Strata Titles Act 1985.

### 1 TIME MEETING COMMENCED

Kim Bunting confirmed that in accordance with Section 130(3) the meeting could not commence at the appointed time of 04:00 PM due to there not being persons present in person or by proxy who were entitled to cast the votes attached to 50% of the lots in the scheme.

Therefore the meeting commenced 30 minutes later, being 04:30PM and proceeded to business.

### 2 APPOINTMENT OF MEETING CHAIRPERSON

Resolved that Kim Bunting be elected as chairperson of the general meeting.

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

### 3 MINUTES (ANNUAL GENERAL MEETING)

Resolved that the minutes of the previous annual general meeting held on **22/11/2022** of The Owners of Strata Scheme 55 be confirmed as an accurate record of the proceedings of that meeting.

### 4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **30/09/2023** as included within the notice of meeting be accepted.

### 5 INSURANCE POLICY DETAILS

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

Policy No.872042  
CHU  
Type : Strata

Premium : \$20,039.66      Paid on : 13/01/2023      Start : 26/01/2023      Next due : 25/01/2024

Cover	Sum Insured	Excess	Notes
Building	\$8,965,000.00	\$1,000.00	\$5000 Water damage & exploratory Storm \$3500.00
Public Liability	\$20,000,000.00	\$0.00	
Workers Comp	Selected	\$0.00	
Office Bearers	\$1,000,000.00	\$0.00	
Fixtures & Improvements	\$250,000.00	\$0.00	Per Lot
Common Contents	\$110,266.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Flood Cover	Included	\$500.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Govt. Audit & Legal Expenses	\$25,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$1,000.00	
Loss of Rent	\$1,344,750.00	\$0.00	

Commission paid on the policy was \$3,622.58 and the last valuation was completed on **25/11/2022** and noted a replacement value of **\$8,965,000.00**.

#### **6 BUILDING INSURER**

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the Strata Company agrees;

- a. That All Strata Management Services be empowered to obtain a quote from Strata Community Insurance prior to renewal; and
- b. That All Strata Management Services be empowered to engage an Insurance Broker who will obtain quotes from strata insurers prior to renewal; and
- c. That the Council be empowered to approve a quote from either the current insurer (CHU Underwriting Services), Strata Community Insurance or from an insurer recommended by the insurance broker.

#### **7 BUILDING SUM INSURED**

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the insurance policy be renewed at the current or suggested building sum insured as instructed by the strata council on review of quotes..

#### **8 ELECTION OF THE COUNCIL OF THE STRATA COMPANY**

Resolved that the Council of the Strata Company shall consist of **7** members; and

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

**Lot 2 Michelle Watson**  
**Lot 4 Michael Macintyre**  
**Lot 5 Nicola Elkin**  
**Lot 7 Beryl Grace**  
**Lot 19 Jaime Streeter**  
**Lot 22 Sonia Davies**  
**Lot 24 Blair Hardman**

and

That **ALL** the members of the Council appointed to receive the financial reports; and

That **Michael Macintyre** would be the member of the Council appointed as the Strata Company Representative.

#### **9 10 YEAR PLAN**

Resolved that the Strata Company agrees to undertake all maintenance that is either outstanding or due to be completed in the financial year as noted in the 10 year plan to comply with Section 91(1)(c); and

- a. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
- b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and



- c. That the Council be empowered to choose a preferred contractor/quote; and
- d. That All Strata Management be instructed to obtain quotations as directed by the Council of Owners; and
- e. The Reserve Funds Plan be regularly reviewed and updated by the Council of Owners; and
- f. Acknowledge that the Council of Owners will annually review and update the 10 Year Plan of forecasted works and levies.

**NOTE:**

If you wish to obtain another copy of the 10 year building maintenance plan please contact your strata manager via email on [stratawhite@allstrata.com.au](mailto:stratawhite@allstrata.com.au) to obtain another copy.

**10 BUDGET**

Resolved that the statement of estimated receipts and payments (budget) be adopted.

**11 ADMINISTRATIVE FUND CONTRIBUTIONS**

Resolved that contributions to the administrative fund are estimated in accordance with Section 100(1)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(1)(c) of the Strata Titles Act 1985 at **\$36,000.00**; and

That contributions be due and payable as follows;

\$1.146 per unit entitlement due in advance on the 01/10/2023; and  
 \$1.146 per unit entitlement due in advance on the 01/11/2023; and  
 \$1.146 per unit entitlement due in advance on the 01/12/2023; and  
 \$1.562 per unit entitlement due in advance on the 01/01/2024; and \*  
 \$1.25 per unit entitlement due in advance on the 01/02/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/03/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/04/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/05/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/06/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/07/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/08/2024; and  
 \$1.25 per unit entitlement due in advance on the 01/09/2024; and

\* January levy adjusted to correct shortfall in budget from the previous 3 levies

**New financial year**

\$1.25 per unit entitlement due in advance on the 01/10/2024.

and every quarter thereafter until the next Annual General Meeting.

**12 RESERVE FUND CONTRIBUTIONS**

Resolved that contributions to the reserve fund are estimated in accordance with Section 100(2)(a) of the Strata Titles Act 1985 and determined in accordance with Section 100(2)(c) of the Strata Titles Act 1985 at **\$9,000.00**; and

That contributions be due and payable as follows;

\$0.3125 per unit entitlement due in advance on the 01/10/2023; and  
 \$0.3125 per unit entitlement due in advance on the 01/11/2023; and  
 \$0.3125 per unit entitlement due in advance on the 01/12/2023; and  
 \$0.3125 per unit entitlement due in advance on the 01/01/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/02/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/03/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/04/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/05/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/06/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/07/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/08/2024; and  
 \$0.3125 per unit entitlement due in advance on the 01/09/2024; and

**New financial year**

\$0.3125 per unit entitlement due in advance on the 01/10/2024.

and every quarter thereafter until the next Annual General Meeting.

**13 OTHER BUSINESS WITH NOTICE  
WINDOW FRAMES**

The meeting acknowledged that window frames to the front and rear of units are permitted to be white aluminium framed windows along with Federation Green frames as approved by the majority of owners on the 15 June 2023, however Owners still need to make application prior to proceeding, and as long as the application meets these conditions, approval will be granted.

**14 OTHER BUSINESS**

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

**ITEMS OF DISCUSSION**

**10 YEAR PLAN**

The meeting agreed that the strata council will review the following items, Exterior Painting, Roof and report of Unit 3 - rising damp.

**FRONT LAWN**

The meeting agreed that the strata council will review the frequency of the mowing of the front lawn area.

**ADDITIONAL COLOUR FOR WOOD TRIMS/WINDOW FRAMES**

The meeting agreed that the strata council will discuss/consider an additional colour choice.

**UNIT 5 - REMOVAL OF STEPS ON COMMON PROPERTY**

The meeting agreed that the strata council will review this matter.

**15 CLOSURE**

Resolved that with no further business, Kim Bunting thanked those that attended the meeting, or submitted a proxy, and declared the meeting closed at 5:20PM.

# ANNUAL REPORTS

for the financial year to 30/09/2024

Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO WA 6020

Manager: Kim Bunting

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## Balance Sheet

### As at 30/09/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO  
 WA 6020

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(10,996.78)
Owners Equity--Admin	14,433.93
	3,437.15
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	9,000.00
Owners Equity--Sinking	55,977.61
	64,977.61
<b>Net owners' funds</b>	<b>\$68,414.76</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	6,163.36
	6,163.36
<b>Sinking Fund</b>	
Cash at Bank--Sinking	65,634.16
	65,634.16
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	449.54
	449.54
<i>Total assets</i>	72,247.06
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditors--Other--Admin	100.00
Prepaid Levies--Admin	2,626.21
	2,726.21
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	656.55
	656.55
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	449.54
	449.54
<i>Total liabilities</i>	3,832.30
<b>Net assets</b>	<b>\$68,414.76</b>

## Income & Expenditure Statement for the financial year to 30/09/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO  
 WA 6020

### Administrative Fund

	Current period 01/10/2023-30/09/2024	Annual budget 01/10/2023-30/09/2024	Variance (\$)
<b>Revenue</b>			
Levies Due--Admin	36,000.00	36,000.00	0.00
Recovery--Owner	1,151.20	0.00	1,151.20
<i>Total revenue</i>	37,151.20	36,000.00	1,151.20
<b>Less expenses</b>			
Admin--Additional Duties - ASMS	66.91	200.00	(133.09)
Admin--Agent Disburst-- Contract	1,820.52	1,820.52	0.00
Admin--Company Tax Return - Accountant	100.00	100.00	0.00
Admin--Management Fees--Standard	6,249.96	6,249.96	0.00
Insurance--Premiums	22,960.89	21,000.00	1,960.89
Maint Bldg--General Repairs	10,451.20	10,000.00	451.20
Maint Bldg--Gutters & Downpipes	1,375.00	1,500.00	(125.00)
Maint Bldg--Insurance Repairs	0.00	1,000.00	(1,000.00)
Maint Bldg--Owner Recovery Invoices	242.00	0.00	242.00
Maint Grounds--Lawns & Gardening	4,881.50	6,000.00	(1,118.50)
<i>Total expenses</i>	48,147.98	47,870.48	277.50
<b>Surplus/Deficit</b>	(10,996.78)	(11,870.48)	873.70
Opening balance	14,433.93	14,433.93	0.00
<b>Closing balance</b>	<b>\$3,437.15</b>	<b>\$2,563.45</b>	<b>\$873.70</b>

**Sinking Fund**

	<b>Current period</b> 01/10/2023-30/09/2024	<b>Annual budget</b> 01/10/2023-30/09/2024	<b>Variance</b> (\$)
<b>Revenue</b>			
Levies Due--Reserve Fund	9,000.00	9,000.00	0.00
<i>Total revenue</i>	9,000.00	9,000.00	0.00
<b>Less expenses</b>			
<i>Total expenses</i>	0.00	0.00	0.00
<b>Surplus/Deficit</b>			
Opening balance	55,977.61	55,977.61	0.00
<b>Closing balance</b>	<b>\$64,977.61</b>	<b>\$64,977.61</b>	<b>\$0.00</b>

## Levy Positions - Complete for the financial year to 30/09/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO WA 6020

### Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due	
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid		
1	25	30/11/2024	1,440.00	1,680.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	23A	31/10/2024	1,440.00	1,448.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	23	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	21A	31/10/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	21	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	19A	30/11/2024	1,440.00	1,680.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	19	30/11/2024	1,440.00	1,680.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	17A	31/10/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	17	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	15A	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	15	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	13A	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	13	31/10/2024	1,440.00	1,528.00	0.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	11A	30/11/2024	1,440.00	1,680.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	11	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	9A	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	9	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	7A	31/10/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	7	31/10/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	5A	31/10/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	5	31/10/2024	1,440.00	1,562.21	0.00	122.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Administrative Fund**

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due	
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid		
22	3A	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	3	31/10/2024	1,440.00	1,568.00	0.00	128.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	1A	30/11/2024	1,440.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	1	31/10/2024	1,440.00	1,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			36,000.00	38,626.21	0.00	2,626.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Due Excl. GST</b>			36,000.00				0.00							



**Sinking Fund**

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	25	30/11/2024	360.00	420.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	23A	31/10/2024	360.00	362.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	23	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	21A	31/10/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	21	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	19A	30/11/2024	360.00	420.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	19	30/11/2024	360.00	420.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	17A	31/10/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	17	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	15A	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	15	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	13A	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	13	31/10/2024	360.00	382.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	11A	30/11/2024	360.00	420.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	11	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	9A	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	9	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	7A	31/10/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	7	31/10/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	5A	31/10/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	5	31/10/2024	360.00	390.55	0.00	30.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	3A	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	3	31/10/2024	360.00	392.00	0.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	1A	30/11/2024	360.00	390.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	1	31/10/2024	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Sinking Fund**

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
			9,000.00	9,656.55	0.00	656.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<b>Due Excl. GST</b>	9,000.00				0.00						

**Unallocated Money Fund**

<b>Lot</b>	<b>Unit</b>	<b>Overpayment</b>	<b>Lot</b>	<b>Unit</b>	<b>Overpayment</b>	<b>Lot</b>	<b>Unit</b>	<b>Overpayment</b>
1	25	150.00	6	19A	122.00	7	19	90.00
14	11A	87.54						

**Total unallocated money 449.54**

## Outstanding Creditors

### As at 30/09/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO  
WA 6020

Due date	Invoice	Description	Amount	GST
<b>C. Pope &amp; Associates</b>				
27/09/2024	55	Lodgment of 2023/2024 Company Tax Return	100.00	0.00
			100.00	0.00
		<b>Total outstanding invoices</b>	<b>\$100.00</b>	<b>\$0.00</b>

## Detailed Expenses for the financial year from 01/10/2023 to 30/09/2024

**The Owners of Strata Scheme 55**

**Sorrento Terrace, 1-25 Myrtle Avenue,  
 SORRENTO WA 6020**

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
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### Administrative Fund

**Admin--Additional Duties - ASMS 151600**

23/11/2023	AGM additional time 21/11/23	All Strata Management	58.66	Paid	DE	55	045950
01/08/2024	Registered mail to 100 Parnell Avenue	All Strata Management	8.25	Paid	DE	55	049885
			<b>\$66.91</b>				

**Admin--Agent Disburst-- Contract 153801**

02/10/2023	Disbursements - Contract October 2023	All Strata Management	151.71	Paid	DE		045034
01/11/2023	Disbursements - Contract November 2023	All Strata Management	151.71	Paid	DE		045545
01/12/2023	Disbursements - Contract December 2023	All Strata Management	151.71	Paid	DE		046026
01/01/2024	Disbursements - Contract January 2024	All Strata Management	151.71	Paid	DE		046415
01/02/2024	Disbursements - Contract February 2024	All Strata Management	151.71	Paid	DE		046877
01/03/2024	Disbursements - Contract March 2024	All Strata Management	151.71	Paid	DE		047343
01/04/2024	Disbursements - Contract April 2024	All Strata Management	151.71	Paid	DE		047840
01/05/2024	Disbursements - Contract May 2024	All Strata Management	151.71	Paid	DE		048352
02/06/2024	Disbursements - Contract June 2024	All Strata Management	151.71	Paid	DE		048910
01/07/2024	Disbursements - Contract July 2024	All Strata Management	151.71	Paid	DE		049376
01/08/2024	Disbursements - Contract August 2024	All Strata Management	151.71	Paid	DE		049875
01/09/2024	Disbursements - Contract September 2024	All Strata Management	151.71	Paid	DE		050379
			<b>\$1,820.52</b>				

**Admin--Company Tax Return - Accountant 150900**

27/09/2024	Lodgment of 2023/2024 Company Tax Return		100.00	Paid	Inv	55	
			<b>\$100.00</b>				

**Admin--Management Fees--Standard 154000**

02/10/2023	Standard Management Fee October 2023	All Strata Management	520.83	Paid	DE		045034
01/11/2023	Standard Management Fee November 2023	All Strata Management	520.83	Paid	DE		045545
01/12/2023	Standard Management Fee December 2023	All Strata Management	520.83	Paid	DE		046026
01/01/2024	Standard Management Fee January 2024	All Strata Management	520.83	Paid	DE		046415
01/02/2024	Standard Management Fee February 2024	All Strata Management	520.83	Paid	DE		046877
01/03/2024	Standard Management Fee March 2024	All Strata Management	520.83	Paid	DE		047343
01/04/2024	Standard Management Fee April 2024	All Strata Management	520.83	Paid	DE		047840
01/05/2024	Standard Management Fee May 2024	All Strata Management	520.83	Paid	DE		048352
02/06/2024	Standard Management Fee June 2024	All Strata Management	520.83	Paid	DE		048910
01/07/2024	Standard Management Fee July 2024	All Strata Management	520.83	Paid	DE		049376
01/08/2024	Standard Management Fee August 2024	All Strata Management	520.83	Paid	DE		049875

**The Owners of Strata Scheme 55**

**Sorrento Terrace, 1-25 Myrtle Avenue,  
SORRENTO WA 6020**

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
01/09/2024	Standard Management Fee September 2024	All Strata Management	520.83	Paid	DE		050379
			<b>\$6,249.96</b>				
<b>Insurance--Premiums 159100</b>							
02/11/2023	Strata insurance for period 25/1/24 to 25/1/25	CHU	22,641.89	Paid	DE	872042	046539
11/01/2024	Workers comp for period 25/1/24 to 25/1/25	QBE Insurance	319.00	Paid	DE	3370610	046611
			<b>\$22,960.89</b>				
<b>Maint Bldg--General Repairs 167200</b>							
20/10/2023	Removal of sand from verge	JHJ Services	75.00	Paid	DE	180	045351
20/10/2023	Removal of sand from verge	JHJ Services	75.00	Paid	DE	179	045351
20/10/2023	Removal of sand from verge	JHJ Services	55.00	Paid	DE	181	045351
21/11/2023	Lot 19 Cut, remove concrete slab, steps(50% OINV)	Kleen Kut Concrete Cutting	880.00	Paid	DE	564	045896
05/12/2023	Asphalt repair works (50% OINV lot 19)	Potholes Perth	708.40	Paid	DE	5270	046129
07/12/2023	Lot 19 Removal of steps, concrete slab (50% OINV)	West Tip Waste Control Pty	230.00	Paid	DE	75689	046199
18/01/2024	Lot 18 Inspect, repair cracked roof tiles	Blue Shield Maintenance &	342.00	Paid	DE	228	046690
01/02/2024	Purchase and deliver 30 roof tiles	Blue Shield Maintenance &	587.00	Paid	DE	235	046889
15/02/2024	Purchase of gift card #2	Beryl Schairer	30.00	Paid	DE	55	047124
15/02/2024	Purchase of gift card	Beryl Schairer	30.00	Paid	DE	55	047124
15/02/2024	Water reimbursement - Native Plants	Beryl Schairer	39.30	Paid	DE	55	047124
15/02/2024	Purchase of garden hose	Beryl Schairer	99.00	Paid	DE	55	047124
19/04/2024	Termite inspection, general pest spray	Metro Pest Control	1,980.00	Paid	DE	26590	048185
23/04/2024	Water reimbursement - Native Plants	Beryl Schairer	22.00	Paid	DE	55	048221
06/05/2024	Trades monitoring 1/5/24 to 30/4/25	Trades Monitor	99.00	Paid	DE	55	048487
04/06/2024	Water reimbursement - Native Plants	Beryl Schairer	9.00	Paid	DE	55	048920
01/07/2024	Install new vent caps to various units	Blue Shield Maintenance &	352.00	Paid	DE	396	049384
18/07/2024	Material off load at suppliers	Five Star Fencing	125.00	Paid	DE	2203	049658
06/08/2024	Lots 8/9 Investigate, report on drainage	Emerald Plumbing & Gas	385.00	Paid	DE	27723	049973
16/08/2024	Lot 25 Fencing reimbursement	Susie Dean	880.00	Paid	DE	25/55	050168
27/08/2024	Replace 3 downpipes, inspect gutters	Sunrise Roofing	1,815.00	Paid	DE	1115	050308
29/08/2024	Lot 9 Install new soakwell	Emerald Plumbing & Gas	1,633.50	Paid	DE	27829	050333
			<b>\$10,451.20</b>				
<b>Maint Bldg--Gutters &amp; Downpipes 167800</b>							
05/04/2024	Gutter and downpipe cleaning maintenance	Gutta Gulpa	1,375.00	Paid	DE	1706	047986
			<b>\$1,375.00</b>				
<b>Maint Bldg--Owner Recovery Invoices 171500</b>							
24/06/2024	Lot 6 Roof leak repairs	Blue Shield Maintenance &	242.00	Paid	DE	381	049254
			<b>\$242.00</b>				
<b>Maint Grounds--Lawns &amp; Gardening 178400</b>							
02/10/2023	Lawn maintenance to 19/9/23	Rod Black	150.00	Paid	DE	73	045093
20/10/2023	Lawn maintenance to 16/10/23	Rod Black	150.00	Paid	DE	71	045371
02/11/2023	Garden maintenance to 26/10/23	Duncraig Gardening Service	204.00	Paid	DE	18	045547

**The Owners of Strata Scheme 55****Sorrento Terrace, 1-25 Myrtle Avenue,  
SORRENTO WA 6020**

<b>Date</b>	<b>Details</b>	<b>Payee</b>	<b>Amount</b>	<b>Status</b>	<b>Type</b>	<b>Ref.No.</b>	<b>Payment No.</b>
13/11/2023	Garden maintenance to 25/9/23	Duncaraig Gardening Service	204.00	Paid	DE	87	045739
20/11/2023	Lawn maintenance to 14/11/23	Rod Black	150.00	Paid	DE	71	045923
28/11/2023	Garden maintenance to 20/11/23	Duncaraig Gardening Service	204.00	Paid	DE	36	045942
14/12/2023	Garden maintenance to 25/9/23	Duncaraig Gardening Service	204.00	Paid	DE	87	046263
06/01/2024	Garden maintenance to 18/12/23	Duncaraig Gardening Service	204.00	Paid	DE	59	046418
06/01/2024	Lawn maintenance to 12/12/23	Rod Black	150.00	Paid	DE	80	046507
16/01/2024	Supply of mulch	Asset Tree Care	82.50	Paid	DE	335	046688
19/01/2024	Lawn maintenance to 12/1/24	Rod Black	150.00	Paid	DE	84	046730
25/01/2024	Garden maintenance to 19/1/24	Duncaraig Gardening Service	204.00	Paid	DE	79	046789
15/02/2024	Reimb for purchase of mulch	Beryl Schairer	50.00	Paid	DE	10847	047124
20/02/2024	Lawn maintenance to 5/2/24	Rod Black	150.00	Paid	DE	89	047212
22/02/2024	Garden maintenance to 20/2/24	Duncaraig Gardening Service	230.00	Paid	DE	90	047223
21/03/2024	Lawn maintenance to 6/3/24	Rod Black	150.00	Paid	DE	8	047729
05/04/2024	Garden maintenance to 25/3/24	Duncaraig Gardening Service	176.00	Paid	DE	21	047965
09/04/2024	Lawn maintenance to 2/4/24	Rod Black	150.00	Paid	DE	6	048011
23/04/2024	Garden maintenance to 17/4/24	Duncaraig Gardening Service	208.00	Paid	DE	30	048212
02/05/2024	Lawn maintenance to 29/4/24	Rod Black	150.00	Paid	DE	83	048418
14/05/2024	Garden maintenance to 9/5/24	Duncaraig Gardening Service	236.00	Paid	DE	42	048532
20/06/2024	Lawn maintenance to 13/6/24	Rod Black	150.00	Paid	DE	11	049230
27/06/2024	Garden maintenance to 24/6/24	Duncaraig Gardening Service	309.00	Paid	DE	73	049305
18/07/2024	Lawn maintenance to 9/7/24	Rod Black	150.00	Paid	DE	84	049691
01/08/2024	Garden maintenance to 30/7/24	Duncaraig Gardening Service	208.00	Paid	DE	99	049877
16/08/2024	Lawn maintenance to 6/8/24	Rod Black	150.00	Paid	DE	48	050161
29/08/2024	Garden maintenance to 26/8/24	Duncaraig Gardening Service	208.00	Paid	DE	9	050314
13/09/2024	Lawn maintenance to 5/9/24	Rod Black	150.00	Paid	DE	28	050599
			<b>\$4,881.50</b>				
<b>Total expenses</b>			<b>\$48,147.98</b>				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

## Proposed Budget to apply from 01/10/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO  
WA 6020

### Administrative Fund

	Proposed budget	Actual 01/10/2023-30/09/2024	Previous budget
<b>Revenue</b>			
Levies Due--Admin	52,000.00	36,000.00	36,000.00
Recovery--Owner	0.00	1,151.20	0.00
<i>Total revenue</i>	52,000.00	37,151.20	36,000.00
<b>Less expenses</b>			
Admin--Additional Duties - ASMS	200.00	66.91	200.00
Admin--Agent Disburst-- Contract	1,856.88	1,820.52	1,820.52
Admin--Company Tax Return - Accountant	100.00	100.00	100.00
Admin--Management Fees--Standard	6,249.96	6,249.96	6,249.96
Insurance--Premiums	26,500.00	22,960.89	21,000.00
Maint Bldg--General Repairs	10,000.00	10,451.20	10,000.00
Maint Bldg--Gutters & Downpipes	1,500.00	1,375.00	1,500.00
Maint Bldg--Insurance Repairs	1,000.00	0.00	1,000.00
Maint Bldg--Owner Recovery Invoices	0.00	242.00	0.00
Maint Grounds--Lawns & Gardening	6,000.00	4,881.50	6,000.00
<i>Total expenses</i>	53,406.84	48,147.98	47,870.48
<b>Surplus/Deficit</b>	(1,406.84)	(10,996.78)	(11,870.48)
Opening balance	3,437.15	14,433.93	14,433.93
<b>Closing balance</b>	\$2,030.31	\$3,437.15	\$2,563.45
Total units of entitlement	2400		2400
Levy contribution per unit entitlement	\$21.67		\$15.00



**Sinking Fund**

	<b>Proposed budget</b>	<b>Actual</b> 01/10/2023-30/09/2024	<b>Previous budget</b>
<b>Revenue</b>			
Levies Due--Reserve Fund	9,000.00	9,000.00	9,000.00
<i>Total revenue</i>	9,000.00	9,000.00	9,000.00
<b>Less expenses</b>			
Maint Bldg--Ten Year Building Plan--Works	50,000.00	0.00	0.00
<i>Total expenses</i>	50,000.00	0.00	0.00
<b>Surplus/Deficit</b>	(41,000.00)	9,000.00	9,000.00
Opening balance	64,977.61	55,977.61	55,977.61
<b>Closing balance</b>	\$23,977.61	\$64,977.61	\$64,977.61
Total units of entitlement	2400		2400
Levy contribution per unit entitlement	\$3.75		\$3.75

## Proposed Levy Schedule to apply from 01/10/2024

The Owners of Strata Scheme 55

Sorrento Terrace, 1-25 Myrtle Avenue, SORRENTO  
WA 6020

Monthly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Monthly Total	Annual Total
1	25	96.00	173.35	30.00	203.35	2,440.20
2	23A	96.00	173.35	30.00	203.35	2,440.20
3	23	96.00	173.35	30.00	203.35	2,440.20
4	21A	96.00	173.35	30.00	203.35	2,440.20
5	21	96.00	173.35	30.00	203.35	2,440.20
6	19A	96.00	173.35	30.00	203.35	2,440.20
7	19	96.00	173.35	30.00	203.35	2,440.20
8	17A	96.00	173.35	30.00	203.35	2,440.20
9	17	96.00	173.35	30.00	203.35	2,440.20
10	15A	96.00	173.35	30.00	203.35	2,440.20
11	15	96.00	173.35	30.00	203.35	2,440.20
12	13A	96.00	173.35	30.00	203.35	2,440.20
13	13	96.00	173.35	30.00	203.35	2,440.20
14	11A	96.00	173.35	30.00	203.35	2,440.20
15	11	96.00	173.35	30.00	203.35	2,440.20
16	9A	96.00	173.35	30.00	203.35	2,440.20
17	9	96.00	173.35	30.00	203.35	2,440.20
18	7A	96.00	173.35	30.00	203.35	2,440.20
19	7	96.00	173.35	30.00	203.35	2,440.20
20	5A	96.00	173.35	30.00	203.35	2,440.20
21	5	96.00	173.35	30.00	203.35	2,440.20
22	3A	96.00	173.35	30.00	203.35	2,440.20
23	3	96.00	173.35	30.00	203.35	2,440.20
24	1A	96.00	173.35	30.00	203.35	2,440.20
25	1	96.00	173.35	30.00	203.35	2,440.20
		<b>2,400.00</b>	<b>\$4,333.75</b>	<b>\$750.00</b>	<b>\$5,083.75</b>	<b>\$61,005.00</b>



Level 4, 55 St Georges Terrace  
Perth WA 6000

PO BOX 5721, Perth 6831

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	872042
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	25/01/2024 to 25/01/2025 at 4:00pm
<b>The Insured</b>	THE OWNERS OF SORRENTO TERRACE SP 55
<b>Situation</b>	1 MYRTLE AVENUE SORRENTO WA 6020

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$9,233,950  
Common Area Contents: \$113,574  
Loss of Rent & Temporary Accommodation (total payable): \$1,385,092

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).



**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

10/01/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



## CERTIFICATE OF CURRENCY

OWNERS OF STRATA PLAN 55  
121 WALCOTT STREET  
MOUNT LAWLEY  
WA 6003

The following insurance policy covers the employers liability under the Workers Compensation & Injury Management Act 1981.

### (1) Coverage

The Certificate is Valid from:  to

The Information provided in this certificate is correct at:

### (2) Employers Information

Policy Number:  Workcover Number:

Legal Name:

Trading Name:

ABN:

Premium (Industry) Classification:

Full Business Description:

### (3) IMPORTANT INFORMATION

This policy commences and finishes at 4.00pm on the dates specified above

Common law limited to \$50 million any one person and \$50 million in the aggregate any one event.

QBE Insurance (Australia) Limited  
Workers Compensation

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.



# QUOTE

The Owners of 1-25 Myrtle Ave Sorrento

**Date**  
3 Sep 2024

**Expiry**  
3 Oct 2024

**Quote Number**  
QU-221268

**ABN**  
69 078 947 627

PRW Contracting Pty Ltd  
T/As Claremont Asphalt  
PO BOX 34  
COTTESLOE WA 6911  
AUSTRALIA  
email:  
info@claremontasphalt.co  
m

## 1-25 Myrtle ave Sorrento- Rear lane way crack sealing

Description	Quantity	Unit Price	GST	Amount AUD
Preparation and application of crack sealing in laneway behind units not including individual car ports	1.00	3,800.00	10%	3,800.00
			Subtotal	3,800.00
			TOTAL GST 10%	380.00
			<b>TOTAL AUD</b>	<b>4,180.00</b>

# Permacoat

7 Carson Road, MALAGA, WA 6090  
 PO Box 2380, MALAGA, WA 6944  
 Painters Registration No. 7433

## ROOF RESTORATION CONTRACT

Ph: (08) 9249 5955  
 permacoat@permacoat.com.au  
 www.permacoat.com.au

MR/MRS/MS (Purchaser): All Strata Management Services SURNAME Kristen Slattery GIVEN NAME

ADDRESS: 1-25 Myrtle Avenue, Sorrento POST CODE: 6020

H: \_\_\_\_\_ W: \_\_\_\_\_ M: 9227 8966 E: Assist4@allstrata.com.au

Request Everett WA Pty Ltd ABN 89 646 777 157 trading as Permacoat to carry out work as specified below on the terms and conditions following:

1	Type of Tile	Monier 100	
2	Coating Colour – Dulux Acratex - TBC	Two Coats	
3	Dulux Sealer - WB	One Coat	
4	Replace Broken Tiles	Yes	
	Number of Tiles Required	~300	
	Each Additional Tile > 300 @	\$ 10.00	
5	Tiles Supplied by Client	No	
6	Check/Relip Valleys	Yes	
7	Leaks	-	
8	High Pressure Water Clean	Yes	
9	Replace Ridge Capping	If Req	
10	Repoint Ridges and Hips (Permaflex) Rebeds (Extra @ \$ 20.00)	526 (All) If Req	
11	Weep Holes	No	
12	Clean Out Gutters	Yes	
13	Coat Vents/Valleys/Flashings	Yes	
14	Pool/Spa/Rainwater Tank/Pond	No	
15	Cathedral Ceilings/Skillion	-	
16	Height= 6 m   Multi Storey	Pitch 16	
17	Dispose of Waste	Yes	
<b>SPECIAL INSTRUCTIONS</b>			REF:22 2356      ROADWAY      SOLAR      AC

All vents, valleys & flashings are to be re-lipped and resealed accordingly.

Very high double storey – Safety Rail will be needed around the perimeter for all safety precautions – Price \$11,500.00 (inc. GST)

Will need full cooperation from tenants/owners during the cleaning & coatings process.

2+ people onsite at ALL times.

Permacoat only employ skilled tradesmen to do the above-mentioned work and warrants that such work shall be done in a tradesman-like manner.

### PURCHASER AGREES

- (a) That the balance of the purchase price shall be paid forthwith upon completion of the work. Non-compliance with the payment arrangements may void all warranty claims against the Company, at the Company's discretion.
- (b) An accounting fee is chargeable on overdue accounts.
- (c) This contract can only be cancelled on payment of a 30% cancellation fee.
- (d) To expressly waive any communication by Permacoat of acceptance of this Offer. There shall be no contract until this Offer has been accepted by a person authorised in writing by Permacoat.
- (e) That the home may be used as a display home including photographs.
- (f) To allow display sign for duration of work and .....weeks thereafter.
- (g) Full roof restoration contract is covered by the (15) year Permacoat Warranty\* (as detailed on reverse).

Initial

I/WE acknowledge that I/WE have read this agreement and fully understand the contents and Terms and Conditions, including the Permacoat Warranty\* (as detailed on reverse).

Full Roof Restoration Price	\$ 50,000.00
GST	\$ 5,000.00
<b>Total Contract Price (Inc. GST)</b>	<b>\$ 55,000.00</b>
Safety Rail	\$ 11,500.00
<b>BALANCE DUE ON COMPLETION</b>	<b>\$ 66,500.00</b>

Payment Options: Cash, Cheque, Direct Debit

EFT (BSB: 086 – 006, Account Number: 809 004 612, Name: PERMACOAT)

This document will be a tax invoice for GST purposes when full payment is received

Signature of Purchaser/Agent \_\_\_\_\_ Witness \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY:

Agenda Page 40 of 49 Accepted: \_\_\_\_\_ Estimator: Dale Everett Date: 4/10/2024



# QUOTE

All Strata Management  
PO BOX 511  
MOUNT LAWLEY WA 6929  
AUSTRALIA

**Date**  
22 Aug 2024

**Expiry**  
21 Sep 2024

**Quote Number**  
QU-0003

**ABN**  
88 416 523 615

Sunrise Roofing  
24 Peckham Cres  
KINGSLEY WA 6026  
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Roof quote for 1-25 Myrtle Avenue Sorrento-Full roof renovation and flashings	1.00	84,150.00		84,150.00
			Subtotal	84,150.00
			<b>TOTAL AUD</b>	<b>84,150.00</b>

## Terms

Erect scaffold tower, change all broken tiles, pressure clean all roof slopes, install new waka flex flashings to all wall abutments, flexi-point all ridge caps, apply one coat of Nu-Tech primer paint to all roof slopes and apply two coats of Nu-Tech top coat finish paint to all roof slopes.



# VERSATILE ROOFING

Quote No: 223  
 Date: 01/03/2018  
 For: 1-25 myrtle ave sorrento  
 stratablue@allstrata.com.au

## Quote

BSB 116-879 AC 494 484 041  
 ABN: 17613009840  
 Matthew 0488792360  
 info@versatileroofing.com.au  
 www.versatileroofing.com.au

Description	Quantity	Rate	Amount
To remove all roof tiles and timber battens and dispose of rubbish.	1	\$170,000.00	\$170,000.00
To supply and fix sarking insulation to all roofs1-25units			
To supply and fit all new timber battens to all roofs1-25units			
To supply and fix new concrete or terracotta roof tiles to 1-25units			
All work is guaranteed and comes with a 10-year warranty on all workmanship			

Subtotal	\$170,000.00
GST 10%	\$17,000.00
Total	\$187,000.00

<b>Total</b>	<b>\$187,000.00</b>
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25 September 2024

## **QUOTATION: 30343** (Revised on 3 October 2024)

Ms Kristen Slattery  
All Strata Management Services

**PROPERTY ADDRESS:** 1-25 Myrtle Avenue, Sorrento.

**REFERENCE:** Quote Request 019624, Email request - 30 September 2024.

### **PROPOSED REPAIRS & SERVICES:**

Modifications to the rear gate access to Unit 5.

Price is based on the scope and photos provided to us.

Note 1 - Price allows to re-use the existing gate. Allow an additional \$950.00 plus GST to replace the gate if required.

Note 2 - All items except for the bitumen repair appear to be internal within Unit 5.  
The allowed cost for removal of the blocks and make good to the asphalt is \$418.00 (Inc GST). This is included in the below quote however is subject to assessment once the blocks have been removed.

### **Scope of Works**

- Remove existing gate and set aside for re-use.
- Cut out concrete slab behind the gate, up to the timber sleepers.
- Remove soil and excavate ready for new concrete.
- Supply and install new small concrete retaining walls each side of the cutout.
- Supply and lay a new limestone concrete slab at the height of one step.
- Supply and install limestone stairs to the new concrete slab leading up to the existing timber sleeper and next level ground.
- Re-instate the existing gate.
- Fill and repair bitumen to laneway where the limestone stairs were removed.
- Remove work related old materials and debris from site.

**QUOTATION: \$5,225.00 (INCL. \$475.00 GST)**

**Page 1 of 3**

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**The pricing is valid for a period of 30 days from the date of the quotation.**  
(Subject to costs remaining unchanged from external suppliers)

**This quote is Confidential and only to be viewed by the addressed party and associated owner(s).**

**Refer also to the General Conditions on the last page of this quotation.**  
(These Conditions apply unless otherwise stipulated in the Proposed Repairs & Services)

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## GENERAL CONDITIONS

### 1. JTK Property Services ("JTK") is a repair and maintenance company providing trade services only.

(a) JTK is not a registered builder or qualified engineering company. All Trades working with JTK are qualified (as required) and experienced in their field of work.

(b) Any required Permits (Council and Building) are to be arranged by the Client/Owners. Quotes do not include costs for Plans or Permits or services by a registered builder or engineer.

(c) This quote only allows for repairs and works as detailed in the Proposed Repairs & Services. No allowance made for other repairs that might be required, but not identified/detailed in the description.

(d) JTK performs works on behalf of the Client/Owners. All work requests to JTK to be in writing to [service@jtk.com.au](mailto:service@jtk.com.au).

**2. Client & Site Fees** - Any incurred client and site fees will be additional to the quoted price. These include management, administration, site induction and platform fees and charges.

**3. Payment Terms** - (a) All invoice payments are due 7 days from the invoice date, (b) All quotes over \$5,000.00 (Inc GST) will require a 30% deposit paid prior to scheduling works, (c) All jobs for new and private (non-Real Estate) clients will require payment in full prior to scheduling works.

**4. Asbestos** - Asbestos materials are disposed of in accordance with Worksafe WA and Department of Health requirements. Licenced operators are engaged when required.

**5. Ceilings Repairs & Replacements / Plastering Works** - (a) Client to arrange for all furniture and belongings to be removed from repair areas prior to works commencing to ensure nothing is damaged - while all care will be taken, JTK accept no responsibility for damage to items left in the repair areas, (b) All care is taken however damage to walls might occur when the old ceiling is taken down (additional costs will apply if the walls need to be repaired), (c) On completion only a "builders clean" is allowed for (no allowance for commercial cleaning), (d) When lights need to be moved, a provisional amount is included to disconnect and re-instate the existing electrical fittings (additional charges will apply if the fittings need replacing or fault finding is required).

**6. Digging** - Additional charges might apply for unforeseen problems which could arise when digging (eg. digging around water mains, electrical, reticulation, tree roots and stumps, concrete, paving, etc). While all care will be taken, JTK accept no responsibility for damage caused to unidentified underground services.

**7. Disposal** - All work related rubbish, debris and redundant materials will be removed from site.

**8. Fences** - (a) Replacement fences will be installed in the same location as the existing unless otherwise advised, (b) JTK are not responsible to know the location of fence lines, (c) JTK do not provide split billing for multiple properties - client/party ordering the work is responsible for payment in full.

**9. Gutter Cleaning** - (a) Pricing allows to clean the accessible gutters and downpipes only, (b) No allowance made for areas requiring an EWP (elevated work platform) unless it is specifically noted on the quotation, (c) All debris to be removed from site unless otherwise instructed, (d) All workers are safety trained for working at heights.

**10. Gutters** - When replacing gutters, we do not allow to modify the roof line. If there is an existing problem with the way the gutters drain, additional work might be required to correct this. This has not been allowed for in our quote.

**11. Painting** - When re-painting previously painted surfaces, we will prep the area and endeavour to colour match as best as possible. While all care is taken, no guarantee is provided that the surface will be brought back to its original condition. JTK accept no responsibility for the condition of the surface underneath previously painted areas and if they had been correctly prepared and sealed prior to when originally painted.

**12. Paving** - Whilst all care will be taken when re-laying existing pavers, some pavers might crack or chip. Additional costs will apply if any pavers need to be replaced.

**13. Replacement Bricks / Tiles / Pavers / Roof Tiles** - When the quote allows for replacement bricks, tiles, pavers and roof tiles, it is likely an exact match of style and colour will not be able to be sourced. Closest match product will be sourced.

**14. Scaffold** - The owners of the property are responsible for any scaffold while it is onsite and not attended to by JTK workers. Any scaffold damaged/or lost will be charged to the property owners at replacement cost. Additional hire costs will apply for scaffold that remains onsite for longer than the budgeted timeframe for reasons outside our control (eg. scope changes, access restrictions, inclement weather).

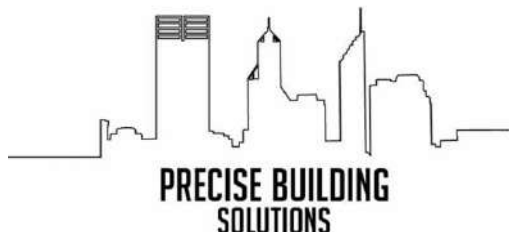
**15. Site Services** - Client to provide onsite parking, power and water. Additional costs might apply for parking, generator hire and water supply if found to be needed.

**16. Site Unseen Quotes** - Quotes are based on information and photos provided to us and subject to site inspection.

**17. Water Ingress / Roof Leaks** - Due to the nature of water ingress issues, we cannot always guarantee that the proposed repairs will resolve the existing problem(s). The proposed repairs are the most obvious solution based on a visual inspection. Water ingress repairs are often a process of elimination and sometimes require further investigation that might incur additional costs. We do not provide any guarantees for leak repairs with asbestos roofs and roofs affected by tile fret.

**18. Windows / Sliding Doors** - All care will be taken however some damage might occur to the walls with the removal of the existing and installation of the new window frame(s). Additional costs will apply if make good repairs are required.

**19. Working Hours** - All works quoted to be carried out during normal work hours. Additional costs might apply for after-hours and weekend work.



Precise Building Solutions WA Pty Ltd  
 5 Robertson Street, Perth WA 6000  
 0457 567 328  
 admin@precisewa.com  
 www.precisebuildingsolutions.com.au  
 Builders Registration No. 103196

**QUOTE**  
**ABN: 55 349 574 558**

**Quote # 20165**

The Owners of Strata Scheme 55  
 Sorrento Terrace  
 1-25 Myrtle Avenue  
 SORRENTO WA 6020

**WORK TO BE CARRIED OUT AT: 5/1-25 Myrtle Avenue, Sorrento WA 6020**

<b>DATE:</b> 2nd September 2024	<b>CLIENT REFERENCE:</b> 017657
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DESCRIPTION	PRICE
<ul style="list-style-type: none"> <li>- Attend site with 2 x persons to remove the limestone stairs to the lane way outside of unit 5.</li> <li>- Allow for lifting and transportation equipment for disposal of stairs.</li> <li>- Fill and repair bitumen to laneway where the limestone stairs were removed.</li> <li>- remove all rubbish and leave site clean.</li> </ul>	\$749.00
<ul style="list-style-type: none"> <li>- Remove exiting gate and dispose of</li> <li>- Cut out concrete slab behind the gate, up to the timber sleepers.</li> <li>- Remove soil and excavate ready for new concrete.</li> <li>- Supply and install new small concrete retaining walls each side of the cutout.</li> <li>- Supply and lay a new limestone concrete slab at the height of one step.</li> <li>- Supply and install limestone stairs to the new concrete slab leading up to the existing timber sleeper and next level ground.</li> <li>- Supply and install a new colorbond gate to match existing colour.</li> <li>- Allow for a skip bin.</li> <li>- Remove rubbish and leave site clean.</li> </ul>	\$4,558.00

<b>SUBTOTAL</b>	\$5,307.00
<b>GST</b>	\$530.70
<b>TOTAL</b>	\$5,837.70

**Payment Details**

Account Name: Precise Building Solutions WA Pty Ltd      BSB: 016 370      Account Number: 419687323

*This Quote is valid for 30 days only, after this date we will need to review the quote which may require another site visit and result in a change of cost. Written authorisation is required prior to works commencing, please email this to [admin@precisewa.com](mailto:admin@precisewa.com). Due to unforeseen circumstances which were not visible at the time of the inspection, additional costs may be incurred once the affected areas have been exposed, additional costs will be quoted, and no works will proceed without authorisation. We are unable to provide a warranty for painting works, when painting over an existing painted surface, due to unknown previous coatings. Please note, for water ingress repairs, these can often be a process of elimination requiring multiple attendances. All care will be taken during works; however, we do not take responsibility for accidental damages.*



WANGARA WH  
BUNNINGS GROUP LIMITED  
ABN 26 008 672 179  
Ph: 0844088000

Sat 27/07/2024 09:14:30 AM  
TOOL SHOP R13

Sale  
\*\* TAX INVOICE \*\*

020724040543 POLYURETHANE SEALANT SIKH 600ML SIKAFLEX PRO PLUS SANDST 3 @ \$28.65	\$85.95
9318713100528 MEMBRANE FITTING 1L BLACKSEAL HD CRUMBLEIN	\$16.55
0705104530521 LAULKING GUN PAINT PARTNER ALUMINIUM 4500T	\$12.50
9312703000715 DOWNPIPE PVC ACC SQ ICON ELBOW REVERSE 45DEG MC146	\$11.97
9312703000722 DOWNPIPE PVC ACC SQ ICON ELBOW REVERSE 45DEG MC147	\$11.97
934375001744 CEMENT SOLVENT M/SPRESS PROFIT 125ML TYPE N BLUE 86002	\$6.75
8 @ SubTotal:	\$145.70

Total \$145.70  
GST INCLUDED IN THE TOTAL \$13.24  
EFT \$145.70  
CARD NO: 443469 551  
CREDIT

Roundtrips \$0.00  
Change \$0.00

\* Indicates non taxable items  
Flybys card: 279\*\*\*\*\*7110

S2443 R13 P280 C107512 4013-92803-2443-2024-07-27



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COMMONWEALTH BANK EFTPOS  
BUNNINGS WANGARA  
2443 REG 13 WA  
TERMINAL 13482313  
REFERENCE 667505

CUSTOMER COPY  
CARD NO: 4434-0551(c)  
EXPIRY DATE: 80000000031010  
RUC: 247 POS: 0000000000  
PSN: 00 99508347502045E0  
27 JUL 2024 09:14

Visa Debit  
CREDIT PURCHASE \$145.70  
TOTAL AUD \$145.70

APPROVED 00  
AUTH NO: 148708  
POS REF NO: 01392893  
THANK YOU



WANGARA WH  
BUNNINGS GROUP LIMITED  
ABN 26 008 672 179  
Ph: 0844088000

Thu 25/07/2024 05:13:18 PM  
TOOL SHOP R13

Sale  
\*\* TAX INVOICE \*\*

9312703000566 DOWNPIPE PVC ICON 100X50MMX3M RECTANGLE INCL140 2 @ \$30.39	\$60.78
9319410411410 PIPE STORMWATER UPVC HOLMAN 75MM IN SUP251	\$15.28
93127030003092 DOWNPIPE-PVC ACC SQ ICON ELBOW 45DEG MC145 2 @ \$11.66	\$23.72
9312703000739 DOWNPIPE PVC ACC SQ ICON SOCKET COUPLING D/END MC149 2 @ \$9.85	\$19.70
9319410411587 STORM PVC ADAPTOR DOWNPIPE 100-50-75MM SWF0040	\$9.01
9319410411686 STORM PVC ELBOW FAT HOLMAN 75MM 90DEG SUP0430 2 @ \$7.30	\$14.60
9312703000319 DOWNPIPE PVC ACC ICON POP FOR METAL BUTLER MC141	\$5.29
9312703000685 DOWNPIPE PVC ACC SQ ICON BRACKET OPEN WALL MC144 3 @ \$5.01	\$15.03
9335206009600 POPS DOWNPIPE SQUARE ZINC 100X50MM DPPT0050ZL	\$3.40
9314154046781 CLIP DOWNPIPE ROUND ABEY 75MM Z/A 1314Z EA 2 @ \$3.00	\$6.00
17 @ SubTotal:	\$172.41

Total \$172.41  
GST INCLUDED IN THE TOTAL \$15.67  
EFT \$172.41  
CARD NO: 443469 551  
CREDIT

Roundtrips \$0.00  
Change \$0.00

\* Indicates non taxable items  
Flybys card: 279\*\*\*\*\*7110

S2443 R13 P287 C229609 4013-91350-2443-2024-07-25



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COMMONWEALTH BANK EFTPOS  
BUNNINGS WANGARA  
2443 REG 13 WA  
TERMINAL 13482313  
REFERENCE 667830

CUSTOMER COPY  
CARD NO: 4434-0551(c)  
EXPIRY DATE: 80000000031010  
RUC: 245 POS: 0000000000  
PSN: 00 99508347502045E0  
25 JUL 2024 17:13

Visa Debit  
CREDIT PURCHASE \$172.41  
TOTAL AUD \$172.41

APPROVED 00  
AUTH NO: 695870  
POS REF NO: 01391330  
THANK YOU



# TAX INVOICE

Nicola Drummy  
17A Myrtle Ave  
SORRENTO WA  
AUSTRALIA

**Invoice Date**  
2 Aug 2024

Woodward Enterprises Pty  
Ltd t/as Antidamp WA

**Invoice Number**  
INV-0023

**ABN**  
72 069 946 041

Description	Quantity	Unit Price	GST	Amount AUD
Waterproofing repairs to internal wall sections as quoted on 23/7/24.	1.00	3,960.00	10%	3,960.00
		INCLUDES GST 10%		360.00
		<b>TOTAL AUD</b>		3,960.00
		Less Amount Paid		3,960.00
		<b>AMOUNT DUE AUD</b>		<b>0.00</b>

**Due Date: 5 Aug 2024**

Payment details:

Account Name - Woodward Enterprises Pty Ltd t/as Antidamp WA  
BSB - 016-338  
Account Number - 167228656  
Reference - your invoice number

05 Aug 2024	Woodward Enterprise Pty Ltd INV-023-D..	-\$3,960.00
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Osko Payment to 016338 167228656 - Receipt 824575

INV-023-Drummy

Date ▼	Description	Money in	Money out
27 Jul 2024	NORTHSIDE BINS		-\$196.95

[Visa Purchase - Receipt 145110](#)

In NEERABUP Date 26 Jul 2024 Card 462263xxxxxx0703