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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **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
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 13/1 Rupert Street
Suburb Maylands State WA Postcode 6051
Lot 13 ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan 8136 Whole / ~~Part~~ Vol 1568 Folio 813
A **deposit** of $ of which $ 0 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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 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.

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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

Name	Gregory Scott Garvin				
Address	55 Wilson Road				
Suburb	Bullsbrook East	State	WA	Postcode	6084
Name	Mavis Rose Garvin Desmond James Garvin				
Address	55 Wilson Road				
Suburb	Bullsbrook East	State	WA	Postcode	6084

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
Name		
Signature		

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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 "*Duplicate Certificate of Title*"	Delete the definition of *"Duplicate Certificate of Title".*

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Gregory Scott Garvin

Date _____

Signature _____

Name Mavis Rose Garvin

Date _____

Signature _____

Name Desmond James Garvin

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

13/1 Rupert Street, Maylands WA 6051

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 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 by 4PM on: *complete (a) or (b)

(a*) / / **OR** (b*) 14 days after acceptance ("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 but no later than 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 in writing 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) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified 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 Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 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 2022 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

13/1 Rupert Street, Maylands WA 6051

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

   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 by 4PM on: *complete (a) or (b)

   (a*) ____ / ____ / ____ **OR** (b*) 14 days after acceptance ("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 in writing 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) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects 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 2. If no date is inserted in clause 2 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 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
1568	**813**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

STRATA TITLES ACT OF 1985

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

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 13 ON STRATA PLAN 8136
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DESMOND JAMES GARVIN
MAVIS ROSE GARVIN
AS JOINT TENANTS IN 1/2 SHARE
GREGORY SCOTT GARVIN
IN 1/2 SHARE
ALL OF 55 WILSON ROAD, LOWER CHITTERING
AS TENANTS IN COMMON

(T K349823) REGISTERED 20/9/2007

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. L918500 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 26/4/2012.

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:	SP8136
PREVIOUS TITLE:	SP8136
PROPERTY STREET ADDRESS:	MAYCREST APARTMENTS, UNIT 13, FLOOR 2 1 RUPERT ST, MAYLANDS.

END OF PAGE 1 - CONTINUED OVER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/03/2026 04:34 PM Request number: 69569089

Landgate
www.landgate.wa.gov.au

LOCAL GOVERNMENT AUTHORITY: CITY OF BAYSWATER

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Landgate
www.landgate.wa.gov.au

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REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

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.

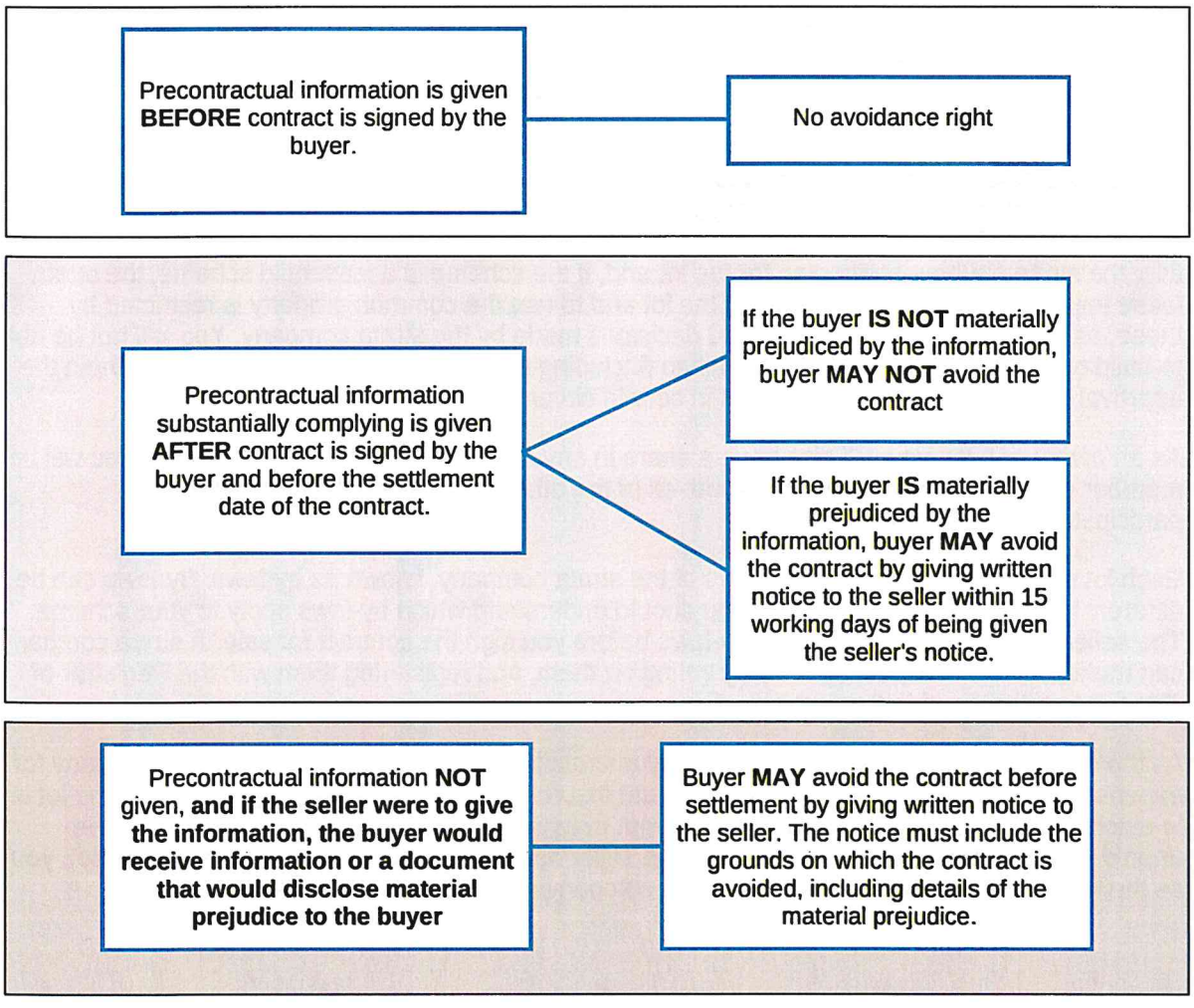
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

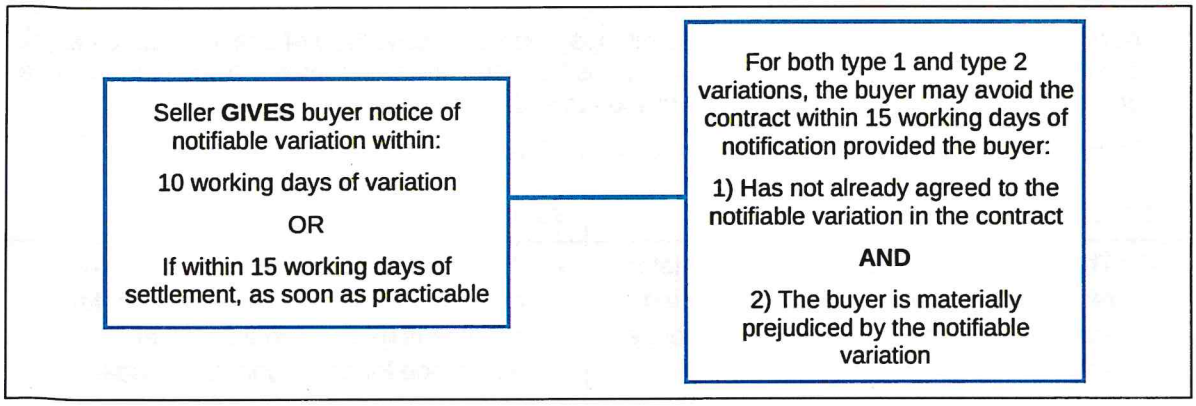
Type 1 and Type 2 notifiable variations are as follows:

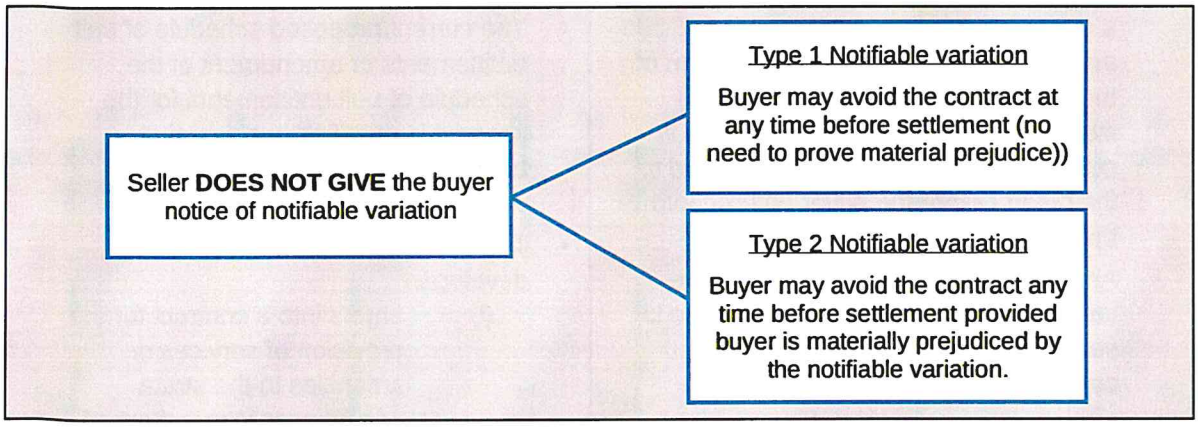
Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement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

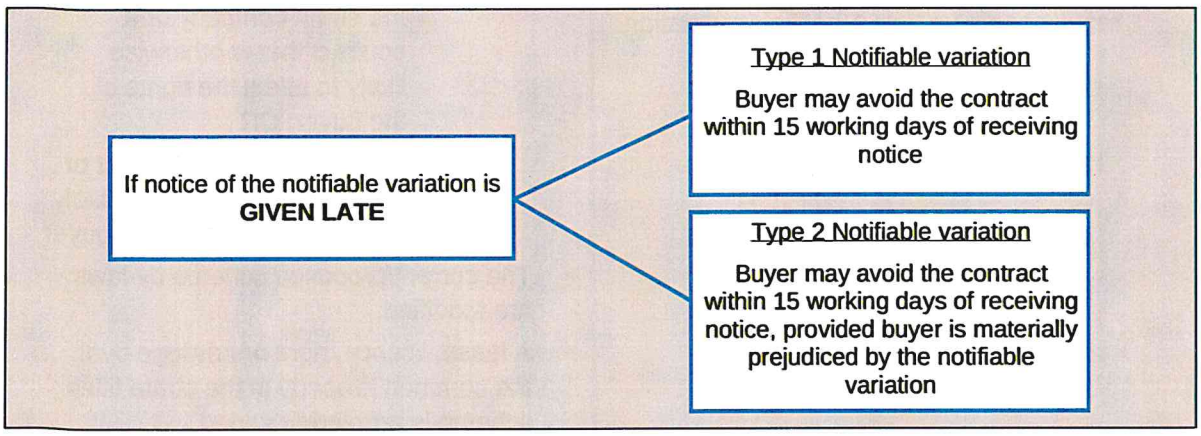
See section 161 and 162 of the Act for further details.

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

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







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

Buyer's right to postpone settlement

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

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

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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

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: GREGORY SCOTT GARVIN,

Address: 55 WILSON ROAD, BULLSBROOK EAST. 6084

Telephone/mobile: 0427 718091 Email: greg_g@jivemedia.com.au

Name: DESMOND JAMES GARVIN / MAVIS ROSE GARVIN 0427191977

Address: 55 WILSON ROAD BULLSBROOK EAST 6084

Telephone/mobile: 0427 191944 Email: des@drilair.com.au. mayg@drilair.com.au.

Scheme Information

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

Scheme Details

Scheme name: STRATA SCHEME 8136

Name of the strata company: ALL STRATA MANAGEMENT SERVICES

Address for service of the strata company (taken from scheme notice): 121 WALCOTT ST MT LAWLEY 6050

Name of Strata Manager: KIM BUNTING

Address of Strata Manager: 121 WALCOTT ST. MT LAWLEY 6050

Telephone/Mobile: (08) 9227 8966

Email: strataadmin@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. 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 _____

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

☐ If yes, they are included with this form _____

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

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme Att 2

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

Additional comments: _____

Minutes (choose one option)

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

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)
13/1 Rupert Street, Maylands

Lot 13 on scheme plan no. 8136

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

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☑ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☑ no ☐ yes

If yes, please give details _____

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

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

☑ Contributions that have been determined within the previous 12 months

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

	Actual ($)	**OR**	**Estimated ($) 12 months after the proposed settlement date**
Administrative fund:	$566.70		
Reserve fund:			
Other levy (attach details)	$125.00		

Att 6

☑ Actual ☐ Estimated total contribution for the lot $ 2,766.80

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

Due dates 1/2/26 on $691.70 1/8/26 on $691.70
1/5/26 on $691.70 1/12/26 on $691.70

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**[1], hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name Gregory Scott Garvin

Date 13/3/2026

Signature _____

Name Mavis Rose Garvin

Date 13/3/26

Signature _____

Name Desmond James Garvin

Date 13/3/26

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

FORM 1 Attachment 1 & 2 Ca. 1

PARCEL OF LAND Portion of Swan Location X and being Part Lot 8 on Diagram 54633

CERTIFICATE OF TITLE : Volume 1562 Folio 882

LOCAL AUTHORITY City of Stirling

LOCALITY Maylands INDEX PLAN Perth 2000 16.27

NAME OF BUILDING "MAYCREST APARTMENTS"

ADDRESS FOR SERVING OF NOTICES ON COMPANY ~~C/- Richards & Co., 109 St. George's Terrace, Perth. W.A. 6000~~ SEE ANNEXURE "A"

STRATA PLAN 8136

OFFICE USE ONLY

LODGED 23-4-80

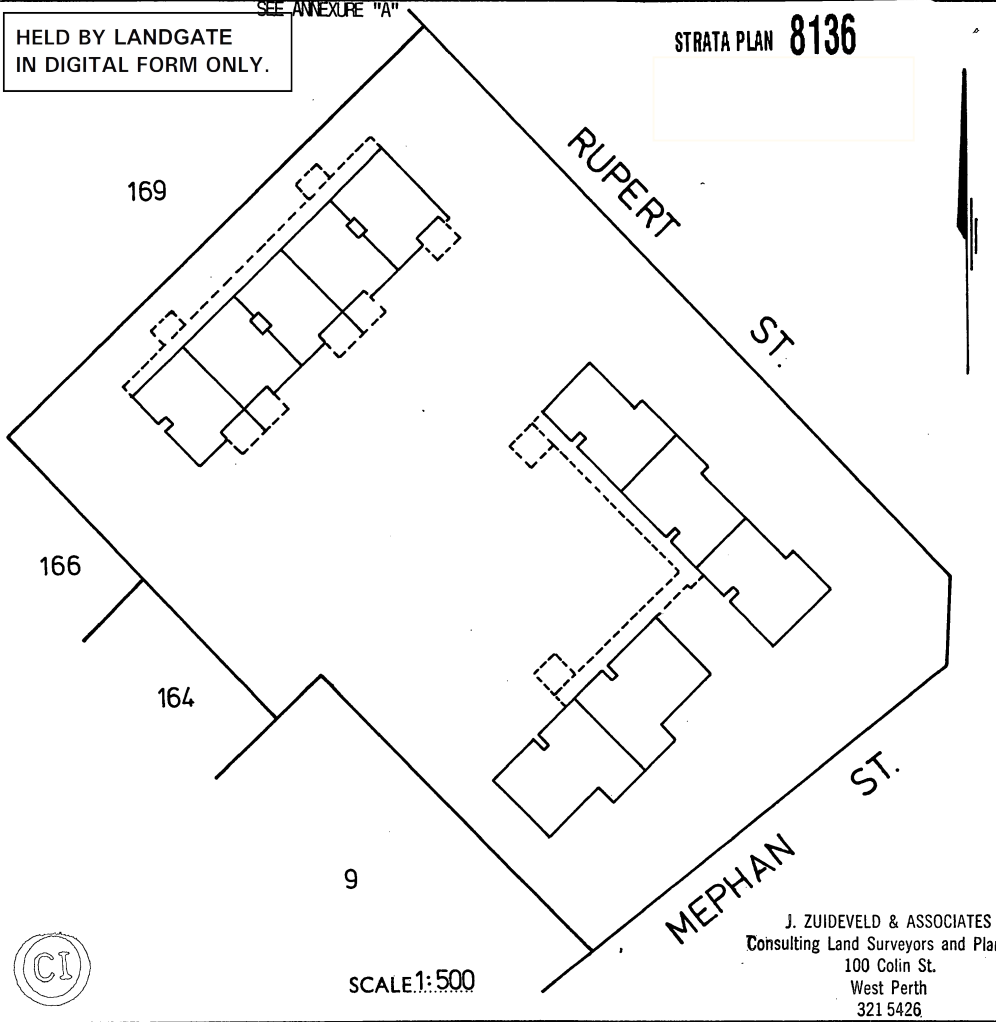
EXAMINED 5.6.80

REGISTERED 23.7.80 APP. B960452

REGISTRAR OF TITLES

HELD BY LANDGATE IN DIGITAL FORM ONLY.

STRATA PLAN 8136



SCALE 1:500

J. ZUIDEVELD & ASSOCIATES
Consulting Land Surveyors and Planners
100 Colin St.
West Perth
321 5426

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
AGGREGATE			

SEE ANNEXURE — SHEET — ONE

SURVEYOR'S CERTIFICATE

I hereby certify that the building shown on the plan is within the external surface boundaries of the parcel ~~and where eaves or guttering projects beyond those boundaries, that a registered easement has been granted to an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.~~

DATE 15.2.1979 LICENSED SURVEYOR.

APPROVED BY THE TOWN PLANNING BOARD FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

DATE ..... CHAIRMAN.

64942/3/77—2M—MS/893

LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/03/2026 04:34 PM Request number: 69569089

Landgate
www.landgate.wa.gov.au

Attachment 2

Ca. 2.

ANNEXURE ONE OF STRATA PLAN No. 8136

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE
LOT No.	UNIT ENTITLEMENT	VOL. FOL.	LOT No.	UNIT ENTITLEMENT	VOL. FOL.
1	1	1568-801			
2	1	1568-802			
3	1	1568-803			
4	1	1568-804			
5	1	1568-805			
6	1	1568-806			
7	1	1568-807			
8	1	1568-808			
9	1	1568-809			
10	1	1568-810			
11	1	1568-811			
12	1	1568-812			
13	1	1568-813			
14	1	1568-814			
15	1	1568-815			
16	1	1568-816			
17	1	1568-817			
18	1	1568-818			
19	1	1568-819			
20	1	1568-820			
21	1	1568-821			
22	1	1568-822			
23	1	1568-823			
24	1	1568-824			
25	1	1568-825, 1998-103			
26	1	1568-826			
27	1	1568-827			
28	1	1568-828			
29	1	1568-829			
30	1	1568-830			
AGGREGATE	30				

APPROVED

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

TOWN PLANNING BOARD

Date 1979 CHAIRMAN.

LOCAL AUTHORITY CITY OF STIRLING

Date 23/7/79 ~~SHIRE~~/TOWN CLERK.

B5371/11/70-2M-G124

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C.A. 3

FORM 3

STRATA PLAN No. 8136

CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

City of Stirling, 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:—

Thirty residential units comprised of brick walls, concrete floors and tile roofs, situated on Portion of Swan Location X and being Lot 8 on Diagram 54633 comprised in Certificate of Title Volume 1506 Folio 193 and known as "MAYCREST APARTMENTS".

DATE 23/7/79

~~SHIRE~~/TOWN CLERK

62067/1/69—200—F802

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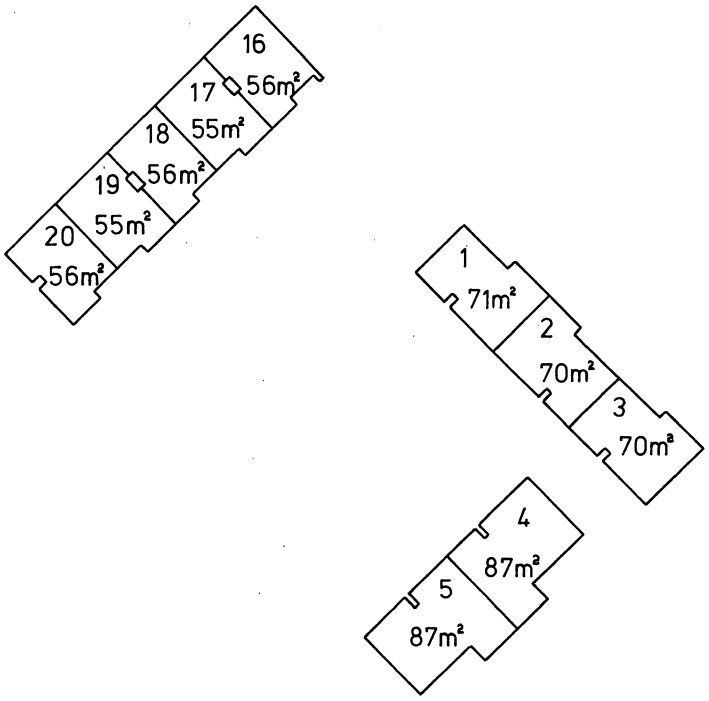
C.A. 4

SHEET No. 1 OF 3 SHEETS

STRATA PLAN No. 8136

GROUND FLOOR



SCALE 1:500

APPROVED

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

TOWN PLANNING BOARD

DATE [illegible] CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

DATE 23/7/79 ~~SHIRE~~ TOWN CLERK

57295/6/76-2M-C397

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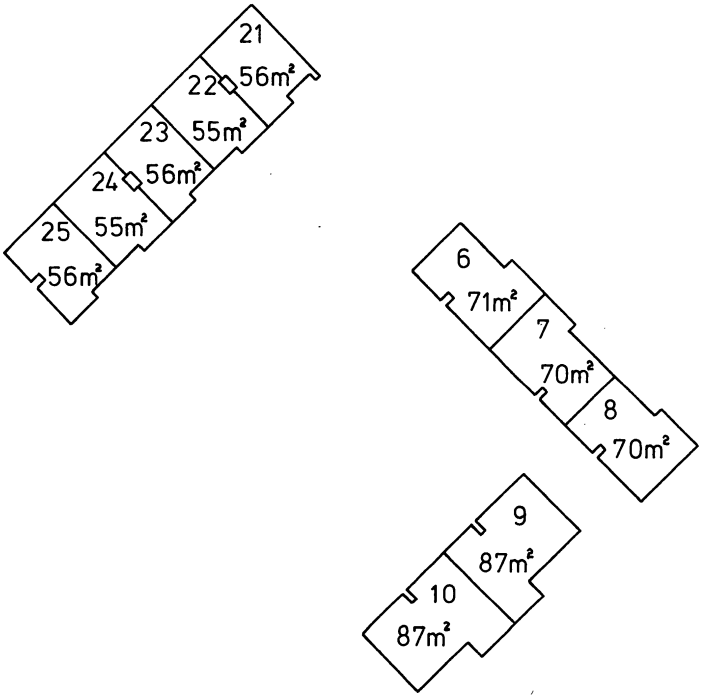
C.A. 4

SHEET No. 2 OF 3 SHEETS

STRATA PLAN No. 8136

FIRST FLOOR



SCALE 1:500

APPROVED

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

TOWN PLANNING BOARD

DATE [illegible] CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

DATE 23/7/79 ~~SHIRE~~/TOWN CLERK

57295/6/76–2M–C397

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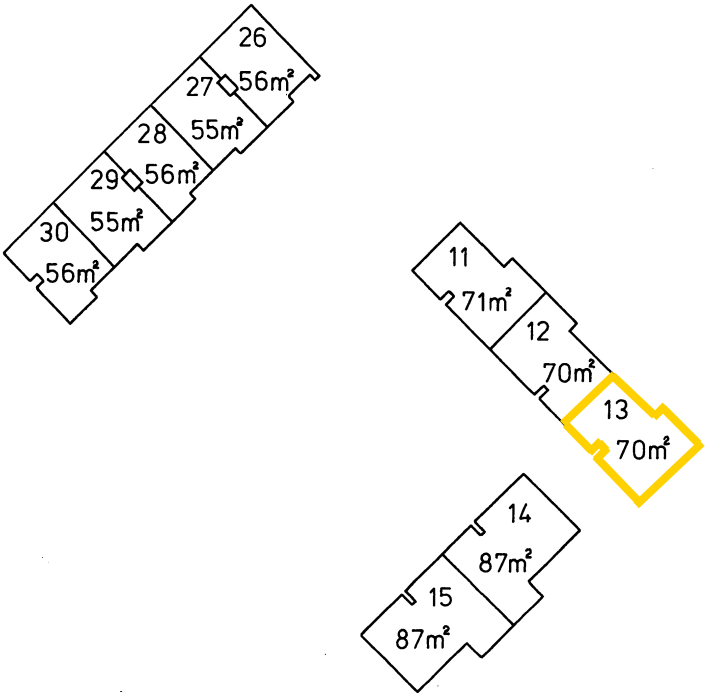
C.A. 4

SHEET No. 3 OF 3 SHEETS

STRATA PLAN No. 8136

SECOND FLOOR



SCALE 1:500

APPROVED

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

TOWN PLANNING BOARD

DATE 22 APR 1980 CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

DATE 23/7/79 ~~SHIRE~~ TOWN CLERK

57295/6/76–2M–C397

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www.landgate.wa.gov.au

ANNEXURE TWO **OF STRATA PLAN No.** 8136 **REGISTRAR OF TITLES**

SCHEDULE OF REGISTERED PROPRIETORS

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	INSTRUMENT REGIST'D	SIGNATURE OF REGISTRAR of TITLES
The address for serving of notices on the Strata Company is 121 Walcott Street, Mount Lawley, WA 6050	Notification	L350251	21.6.10	

SEE RECORD OF STRATA TITLES
SCHEME FOR FURTHER ENDORSEMENTS

SCHEDULE OF ENCUMBRANCES, ETC.

INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGIST'D	SIGNATURE OF REGISTRAR of TITLES	CANCELLATION
Notification	G377189	Notification of change of By-Laws	21.1.97		
Notification	I898011	Notification of change of by-laws.	26.5.04		
Notification	J278011	Notification of change of by-laws.	9.5.05		

SEE RECORD OF STRATA TITLES
SCHEME FOR FURTHER ENDORSEMENTS

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

63673/10/69—500—G472

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www.landgate.wa.gov.au

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Record of Strata Titles Scheme
Limitations, Interests, Encumbrances and Notifications

Approved Form 2020-27588
Version 3 – 1/07/2020

OFFICE USE ONLY
ANNEXURE B
STRATA PLAN 8136

BGRoberts
REGISTRAR OF TITLES

Document			Cancellation		
Number	Particulars	Date recorded/ lodged/registered	Nature	Number	Registered
P613983	SCHEME BY-LAWS	5/7/2023			

Strata Plan 8136

Lot	Certificate of Title	Lot Status	Part Lot
1	1568/801	Registered	
2	1568/802	Registered	
3	1568/803	Registered	
4	1568/804	Registered	
5	1568/805	Registered	
6	1568/806	Registered	
7	1568/807	Registered	
8	1568/808	Registered	
9	1568/809	Registered	
10	1568/810	Registered	
11	1568/811	Registered	
12	1568/812	Registered	
13	1568/813	Registered	
14	1568/814	Registered	
15	1568/815	Registered	
16	1568/816	Registered	
17	1568/817	Registered	
18	1568/818	Registered	
19	1568/819	Registered	
20	1568/820	Registered	
21	1568/821	Registered	
22	1568/822	Registered	
23	1568/823	Registered	
24	1568/824	Registered	
25	1998/103	Registered	
26	1568/826	Registered	
27	1568/827	Registered	
28	1568/828	Registered	
29	1568/829	Registered	
30	1568/830	Registered	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/03/2026 04:34 PM Request number: 69569089

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www.landgate.wa.gov.au

Attachment 3

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

OFFICE USE ONLY

P613983 SB

05 Jul 2023 11:03:53 Perth

SB Scheme By-laws

Lodged by:[17]	Lavan
Address:	Level 18, 1 William Street, PERTH WA 6000
Phone Number:	+ 61 8 9288 6000
Fax Number:	+ 61 8 9288 6001
Reference Number:	1177133
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:	1177133

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: NS

[17] Lodging Party Name may differ from Applicant Name.

Version #

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.

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

Common Seal[13]

Date of Execution: _____

The common seal of[14]

The Owners of Maycrest Apartments Strata Scheme 8136

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

[AFFIX COMMON SEAL HERE]

Member of Council[15]:

_____
Signature

_____
Full Name

Member of Council[15]:

_____
Signature

_____
Full Name

OR

Not executed under Common Seal[13]

Date of Execution: 27/6/23

Signed for and on behalf of[14] **The Owners of Maycrest Apartments Strata Scheme 8136** in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☑ Strata Manager of strata company[16]:

Signature

KIM BUNTING
Full Name

☐ Member of Council / ☐ Strata Manager of strata company[16]:

_____
Signature

_____
Full Name

[13] See SIG-14 for execution of documents by a strata company.
[14] Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.
[15] The common seal must be witnessed by 2 members of council.
[16] Select whichever is applicable.

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.

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Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____
(To be signed by each Applicant)

_____	_____
Signature	Signature
_____	_____
Full Name	Full Name
In the presence of:	In the presence of:
_____	_____
Witness Signature	Witness Signature
_____	_____
Full Name	Full Name
_____	_____
Address	Address
_____	_____
Occupation	Occupation

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.

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Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest[11] Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme**[12] to leasehold by-laws or staged subdivision by-laws
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

[11] Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.
[12] Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

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.

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Part 5 – By-laws of significance

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

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

	By-law number(s)	
Staged subdivision by-laws[6]:	**Not applicable.**	
By-law under planning (scheme by-laws) condition[7]:	**Not applicable.**	
Exclusive use by-laws[8]: (existing and new)	**Schedule 1 by-laws 10 [1] and 10 [2] (existing)**	
		Western Australian Planning Commission (WAPC) approval number (if applicable)[9]:
Leasehold by-laws[10]:	**Not applicable.**	**Not applicable.**

[6] Refer *Strata Titles Act 1985* section 42.
[7] Refer *Strata Titles Act 1985* section 22.
[8] Refer *Strata Titles Act 1985* section 43.
[9] Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.
[10] Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

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.

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EXCLUSIVE USE FOR "MAYCREST APARTMENTS" ON STRATA PLAN 8136, LOT 8 ON DIAGRAM 54633 MEPHAN STREET & RUPERT STREET, MAYLANDS

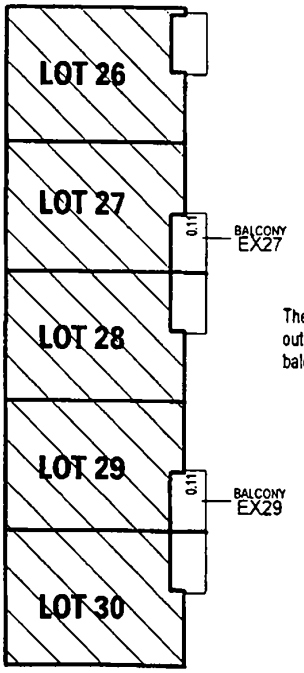
ALL THE AREAS NUMBERED ON THE SKETCH ARE FOR THE EXCLUSIVE USE OF THE CORRESPONDING NUMBERED STRATA LOT

ALL ANGLES 90° UNLESS OTHERWISE NOTED

Ex is "for exclusive use"

SECOND FLOOR

SCALE 1:300



The boundaries of the part lots outside the building designated balcony, are the edge of concrete slab.

AM

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EXCLUSIVE USE FOR "MAYCREST APARTMENTS" ON STRATA PLAN 8136, LOT 8 ON DIAGRAM 54633 MEPHAN STREET & RUPERT STREET, MAYLANDS

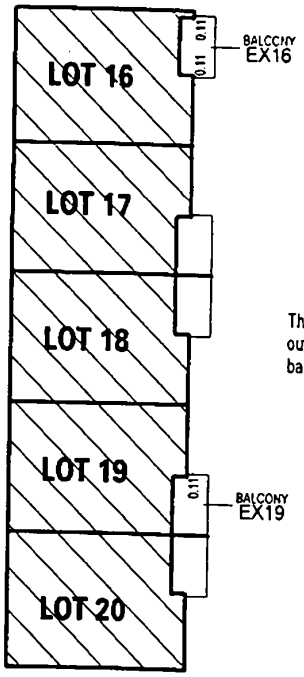
ALL THE AREAS NUMBERED ON THE SKETCH ARE FOR THE EXCLUSIVE USE OF THE CORRESPONDING NUMBERED STRATA LOT

ALL ANGLES 90° UNLESS OTHERWISE NOTED

Ex is "for exclusive use"

GROUND FLOOR

SCALE 1:300



The boundaries of the part lots outside the building designated balcony, are the edge of concrete slab.

AM

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EXCLUSIVE USE FOR "MAYCREST APARTMENTS" ON STRATA PLAN 8136, LOT 8 ON DIAGRAM 54633 MEPHAN STREET & RUPERT STREET, MAYLANDS

SHEET 1 OF 3

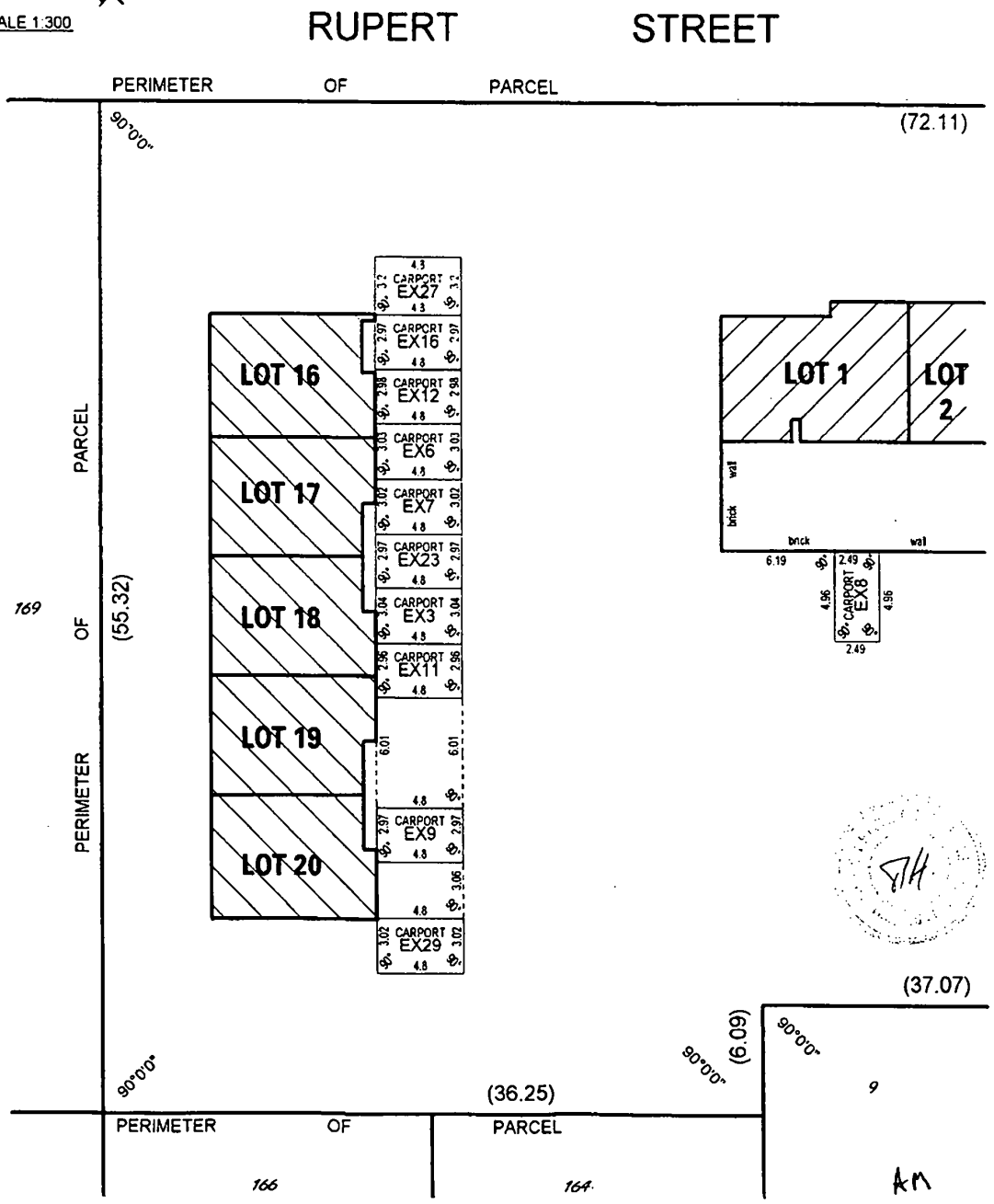
ALL THE AREAS NUMBERED ON THE SKETCH ARE FOR THE EXCLUSIVE USE OF THE CORRESPONDING NUMBERED STRATA LOT

ALL ANGLES 90° UNLESS OTHERWISE NOTED

Ex is "for exclusive use"

LOWER GROUND FLOOR

SCALE 1:300



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13 Appearance of lot

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

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

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

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

7 Storage of inflammable liquids etc.

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

8 Moving furniture etc. on or through common property

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

9 Floor coverings

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

10 Garbage disposal

An owner or occupier of a lot must —

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

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

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

11 Additional duties of owners and occupiers

An owner or occupier of a lot must not —

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

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

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

12 Notice of alteration to lot

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

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Conduct by-laws

1 Vehicles and parking

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

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

2 Use of common property

An owner or occupier of a lot must —

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

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

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

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

3 Damage to lawns etc. on common property

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

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

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

4 Behaviour of owners and occupiers

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

5 Depositing rubbish etc. on common property

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

6 Drying of laundry items and signage

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

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

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13 Insurance Excess

13.1 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:

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

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

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

13.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-bylaw 13.1.2, 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.

13.2 The responsibility of the owner under sub-bylaw 13.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

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

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

13.3 For all amounts payable as an insurance excess referred to in sub-bylaw 13.1 (**Excess Costs**), the strata company will:

13.3.1 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

13.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-bylaw 13.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

13.4 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.

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and being Lots 16,19,27 & 29, provided that no registered proprietor shall alter, modify, erect or carry out any improvements on the common property for which exclusive use has been granted without first receiving the written approval of the Strata Company. Further a registered proprietor shall not seek or apply to the WA Planning Commission, Local Authority, or any other statutory authority for a change of use of the Balcony, without first obtaining the written approval of the Strata Company.

The allocation of the exclusive use area shall be continuous until the termination of the Strata Scheme or until this by-law is repealed by a Resolution without Dissent and such repeal is registered on the Strata Plan.

Notwithstanding Section 42[8] the Strata Company will retain the responsibility to properly maintain and keep in a state of good and serviceable repair the Balconies delineated on the attached plan.

By-law 11 Recovery of Costs by Strata Company

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:

   (a) strata company manager's costs, pursuant to their Strata Management Contract or as otherwise determined by the strata company;

   (b) legal costs on a solicitor/owner-client basis; and

   (c) debt recovery agency's costs; may be included and claimed in such action. All costs shall be payable by the proprietor.

   (d) in respect of costs other than legal costs, as liquidated damages; and

   (e) in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor/owner-client basis, provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the proprietor a written notice specifying amounts owing, including interest, to that date in respect of which such proceedings are to be taken.

2. To the extent that the strata company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the council of owners is hereby empowered, when required:

   (a) to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the strata company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and

   (b) to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the proprietor by service of notice under paragraph 45(1) of this by-law) by duly appointed proxy constitutes a quorum.

12 Financial Year

The Financial Year for the Strata Company is the period of 12 months ending on 31 January.

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(c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and

(d) the answering of communications addressed to the strata company; and

(e) the calling of nominations of candidates for election as members of the council; and

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9 Powers and duties of treasurer of strata company

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

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

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

(c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and

(d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

BY-LAW 10 [1] CARBAYS/CARPORTS

The Proprietors of Lots 3[carport 23]; 6[carport 20]; 7[carport 21]; 8[carbay 8]; 9[carport 27]; 11[carport 24]; 12[carport 19]; 16[carport 18]; 23[carport 22]; 27[carport 17]; & 29 [carport 29] shall be entitled to the exclusive use of the carbay or carports, marked 'CARBAY/CARPORT' and corresponding to the above respective carbay/carport numbers on the attached plan, provided that the registered proprietor of the lot shall not allow the storage of any material within the allocated area and shall keep the allocated area in a neat and tidy manner and provided further that the registered proprietor shall only allow the parking of a private motor vehicle in the allocated area and no commercial vehicle, caravan, trailer, float or any other vehicle which is not compatible with the residential property shall be permitted unless written approval from the Strata Company is obtained.

No registered Proprietor shall erect or carry out any improvements in the allocated area without first receiving the written approval of the Strata Company, further a registered Proprietor shall not seek or apply to the WA Planning Commission, Local Authority or any other statutory authority for a change of use or occupancy, without first obtaining the prior written approval of the Strata Company.

The allocation of the exclusive use area shall be continuous until the termination of the Strata Scheme or until this by-law is repealed by a Resolution Without Dissent and such repeal registered on the Strata Plan.

Notwithstanding Section 42[8] the Strata Company will retain the responsibility to properly maintain and keep in a state of good and serviceable repair of these exclusive use areas as delineated on the attached plan.

BY-LAW 10 [2] BALCONY

The common areas as marked 'BALCONY' on the attached plan, shall be for the exclusive use of the registered proprietor of the respective lots to which they are adjacent and shown on the attached plan

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(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

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(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.

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.

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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

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company must refund to that person the amount then held on the person's behalf under this by-law.

3 Constitution of council

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

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

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

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

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

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

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

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

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

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

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

(e) if the member is removed from office under sub-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

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.

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Part 4 – Consolidated set of by-laws

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

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

Governance by-laws

1 Duties of owner

(1) The owner of a lot must —

(a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;

(b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must —

(a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and

(b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2 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

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13.4 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.

☒ **and** / ☐ **or**[5]

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 after the closing date) the ☐ **additions**/ ☐ **amendments**/ ☐ **repeal**[5] to the Conduct by-laws were made as detailed here.

☒ **and** / ☐ **or**[5]

By ordinary resolution passed on **14/03/2023** a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

Schedule 1 by-law 12 be added as follows:

12 Financial Year

The Financial Year for the Strata Company is the period of 12 months ending on 31 January.

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.

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Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend
[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on **14/03/2023** and closed on **11/04/2023** (and which must be registered within 3 months after the closing date) the ☒ **additions**/ ☐ **amendments**/ ☐ **repeal**[5] to the Governance by-laws were made as detailed here.

Schedule 1 by-law 13 be added as follows:

13 Insurance Excess

13.1 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:

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

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

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

13.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-bylaw 13.1.2, 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.

13.2 The responsibility of the owner under sub-bylaw 13.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

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

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

13.3 For all amounts payable as an insurance excess referred to in sub-bylaw 13.1 (**Excess Costs**), the strata company will:

13.3.1 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

13.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-bylaw 13.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

[5] Select one.

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.

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Scheme By-laws

Strata Titles Act 1985 (STA)
Part 4 Division 4

Scheme Number: **8136**

Part 1 – Applicant

(a) For existing schemes:

The Owners of[1] **Maycrest Apartments Strata Scheme 8136** (strata company); or

(b) For new schemes:
The owner(s)[2] _____ of land the subject of the plan described as[3]

_____

Part 2 – Select Option

☐ **Option 1 – Voluntary Consolidation[4]**

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

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

☐ **Option 2 – New Scheme**

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

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

☒ **Option 3 – Application to Amend**

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

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

---

[1] To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.
[2] Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.
[3] Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.
[4] No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

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.

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Attachment 3

ALL STRATA
management services

The Owners of Strata Scheme 8136
MAYCREST APARTMENTS,
1-3 Rupert Street,
MAYLANDS WA 6051

Minutes of the Annual General Meeting of The Owners of Strata Scheme 8136 held on the 18/03/2026 via Zoom at 05:00 PM.

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
14	14	Yes	Lachlan R Harrison & Pagan S A Malcolm Represented by Lachlan Harrison
15	15	Yes	Frederic Massart
20	20	Yes	Christine Barrett & Alton Brown Represented by Christine Barrett
23	23	Yes	Alexander Hovy & Maureen Hovy Represented by All Strata Management Services
24	24	Yes	Elizabeth X F Su Represented by Kim Bunting
27	27	Yes	Jonathan M Gurney
30	30	Yes	Alisha J Veitch Represented by Ian Veitch

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 05:00 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 5:50PM 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 **19/03/2025** of The Owners of Strata Scheme 8136 be confirmed as an accurate record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS

Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **31/01/2026** as included within the notice of meeting be accepted.

5 INSURANCE POLICY DETAILS

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

Policy No.POL11018078
Strata Community Insurance
Type : Residential Strata

Premium : $17,209.58 Paid on : 05/12/2025 Start : 07/12/2025 Next due : 07/12/2026

Cover	Sum Insured	Excess	Notes
Building	$9,886,800.00	$1,000.00	$2,000.00 Burst Pipes/Water Damage/Rainwater
Common Area Contents	$98,868.00	$0.00	
Terrorism	Applies	$0.00	
Loss of Rent/Temp Accommodation	$1,483,020.00	$0.00	
Flood Cover	Included	$0.00	
Floating Floors	Included	$0.00	
Liability	$20,000,000.00	$0.00	
Voluntary Workers	Included	$0.00	
Workers Compensation	Selected	$0.00	
Fidelity Guarantee	$100,000.00	$0.00	
Office Bearers Liability	$1,000,000.00	$0.00	
Catastrophe	$2,966,040.00	$0.00	
Government Audit Expenses	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$1,000.00	
Lot Owners Fixtures&Improvements	$300,000.00	$0.00	

Commission paid on this policy was **$2,788.20** and the last valuation was completed on **21/08/2024** and noted a replacement value of **$9,416,000.00.**

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 CHU Underwriting Services 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 SCI, CHU Underwriting Services or from an insurer recommended by the insurance broker.
d. 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.

7 BUILDING SUM INSURED

Resolved that pursuant to Section 97 of the Strata Titles Act 1985 the insurance policy be renewed at the building sum insured suggested by the insurer.

8 ELECTION OF THE COUNCIL OF THE STRATA COMPANY

Resolved that the Council of the Strata Company shall consist of **5** members; and

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

Lot 14 Lachlan Harrison
Lot 15 Frederic Massart
Lot 19 Pierce Oldershaw
Lot 20 Christine Barrett
Lot 27 Jonathan Gurney

and

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

The meeting thanked the strata council and acknowledged their invaluable contribution to your strata company during the past 12 months.

9 ACCEPT 10 YEAR PLAN

a. Resolved that the 10 year plan prepared by Solutions In Engineering dated 01/05/2025 be accepted; and
b. 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
c. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this

expense; and

d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
e. That the Council be empowered to choose a preferred contractor/quote; and
f. That All Strata Management be instructed to obtain quotations as directed by the Council of Owners.

10 PEST CONTROL

Resolved that the Strata Company which previously approved the recommendation of termite inspection 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.

11 GUTTER CLEANING

Resolved 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.

12 ADDITIONAL EXPENDITURE

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees for the Strata Council to review replacement of carports or carport roof:

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

NOTE: Funding for this has been included in the Sinking Fund budget

13 ADDITIONAL EXPENDITURE

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake balcony and walkway works (Red Building) as outlined in the 2027/2028 financial year; and

a. That All Things Concrete (Red Building) quote RQ180225 dated 18/02/2025 for the amount of 55,400,00 be considered;
b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

NOTE: Funding will be included in the Sinking Fund budget for the 2027/2028 financial year.
NOTE: Quote will need to be checked for any price increase

14 CONSTRUCTION TRAINING LEVY

Resolved 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.

15 BUDGET

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

SINKING FUND

Increase levies to	$24,600
Include Expenditure - Carports	$13,000

16 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 **$70,000.00**; and

That contributions be due and payable as follows;

$566.70 per unit entitlement due in advance on the 01/04/2026; and
$599.97 per unit entitlement due in advance on the 01/07/2026, and *
$583.33 per unit entitlement due in advance on the 01/10/2026, and
$583.33 per unit entitlement due in advance on the 01/01/2027; and

*Levy Increase due to levy shortfall for levy due 01/04/2026.

New financial year
$583.33 per unit entitlement due in advance on the 01/04/2027.

and every quarter thereafter until the next Annual General Meeting.

17 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 **$24,600.00**; and

That contributions be due and payable as follows;

$175.00 per unit entitlement due in advance on the 01/04/2026; and
$235.00 per unit entitlement due in advance on the 01/07/2026, and *
$205.00 per unit entitlement due in advance on the 01/10/2026, and
$205.00 per unit entitlement due in advance on the 01/01/2027; and

New financial year
$205.00 per unit entitlement due in advance on the 01/04/2027.

and every quarter thereafter until the next Annual General Meeting.

* July 2026 levy adjusted to correct shortfall in April 2026 levy

18 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

CAR PARK

The meeting agreed that the strata council will review the parking, possible installation of a gate barrier.

BIN AREA

The meeting agreed that the residents who use this area are still not putting the correct items in the correct bins and/or leaving items on the bin area floor. A skip bin is delivered to the property each month for use.

19 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 6:15PM.

All Strata Management Services
PO Box 511 Mt Lawley WA 6929
T: (08) 9227 8966 | F: (08) 9227 5519
admin@allstrata.com.au | www.allstrata.com.au
ABN 81 009 452 877

Approved Budget
to apply from 01/02/2026

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	70,000.00
Total revenue	70,000.00
Less expenses	
Admin--Additional Duties - ASMS	300.00
Admin--Agent Disburst-- Contract	1,827.00
Admin--Company Tax Return - Accountant	100.00
Admin--Management Fees--Standard	8,580.00
Admin--Meeting Fee	176.00
Insurance--Premiums	20,000.00
Maint Bldg--Electrical	3,000.00
Maint Bldg--Fire Protection	2,000.00
Maint Bldg--General Repairs	9,000.00
Maint Bldg--Gutters/Downpipes - Cleaning	1,500.00
Maint Bldg--Pest Control	1,500.00
Maint Bldg--Plumbing & Drainage	3,000.00
Maint Grounds--Lawns & Gardening	12,000.00
Utility--Electricity	1,500.00
Utility--Water & Sewerage	7,500.00
Total expenses	71,983.00
Surplus/Deficit	(1,983.00)
Opening balance	6,335.45
Closing balance	$4,352.45

Total units of entitlement	30
Levy contribution per unit entitlement	$2,333.33

Sinking Fund

	Approved budget
Revenue	
Levies Due--Reserve Fund	24,600.00
Total revenue	24,600.00
Less expenses	
Maint Bldg--Carports	13,000.00
Maint Bldg--Ten Year Building Plan--Works	50,000.00
Total expenses	63,000.00
Surplus/Deficit	(38,400.00)
Opening balance	103,426.96
Closing balance	$65,026.96

Total units of entitlement	30
Levy contribution per unit entitlement	$820.00

Attachment 4

ALL STRATA
management services

The Owners of Strata Scheme 8136
MAYCREST APARTMENTS
1-3 Rupert Street
MAYLANDS WA 6051

NOTICE OF COUNCIL MEETING

Pursuant to the Strata Titles Act 1985 as amended and the Strata Titles General Regulations 2019 Notice is hereby given that the Council meeting will be held as follows:

DATE: **Wednesday the 19/03/2025**
VENUE: **Via Zoom**
TIME: **Immediately following the conclusion of the AGM**

IMPORTANT INFORMATION

QUORUM
Quorum is the minimum number of persons that must be present, either in person or by duly nominated proxy, at the council meeting in order to proceed to business.

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 its consists of 7 members.

METHOD OF VOTING
In accordance with Section 129(d) the acceptable method of voting is in person at the 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.

Kim Bunting
stratawhite@allstrata.com.au
For and on behalf of The Owners of Strata Scheme 8136

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

STRATA COMMUNITY
INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box Z5111, St Georges Terrace, WA 6831

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11018078
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners of 1-3 Rupert Street Maylands Strata Plan 8136
SITUATION	1-3 Rupert Street, Maylands, WA, 6051
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 07/12/2024 Expiry Date: 4:00pm on 07/12/2025
INTERMEDIARY	All Strata Management Services
ADDRESS	PO Box 511, Mt Lawley, WA, 6929
DATE OF ISSUE	28/11/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$9,416,000
		Common Area Contents	$94,160
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$1,412,400
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

f Experience.
Strata Community Insurance Agencies Pty Limited ABN 72 165 914 009

Attachment 6

All Strata Management Services
PO Box 511 Mt Lawley WA 6929
T: (08) 9227 8966 | F: (08) 9227 5519
admin@allstrata.com.au | www.allstrata.com.au
ABN 81 009 452 877

ALL STRATA management services

Proposed Levy Schedule to apply from 01/02/2025

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Quarterly 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	Quarterly Total	Annual Total
1	1	1.00	566.70	125.00	691.70	2,766.80
2	2	1.00	566.70	125.00	691.70	2,766.80
3	3	1.00	566.70	125.00	691.70	2,766.80
4	4	1.00	566.70	125.00	691.70	2,766.80
5	5	1.00	566.70	125.00	691.70	2,766.80
6	6	1.00	566.70	125.00	691.70	2,766.80
7	7	1.00	566.70	125.00	691.70	2,766.80
8	8	1.00	566.70	125.00	691.70	2,766.80
9	9	1.00	566.70	125.00	691.70	2,766.80
10	10	1.00	566.70	125.00	691.70	2,766.80
11	11	1.00	566.70	125.00	691.70	2,766.80
12	12	1.00	566.70	125.00	691.70	2,766.80
13	13	1.00	566.70	125.00	691.70	2,766.80
14	14	1.00	566.70	125.00	691.70	2,766.80
15	15	1.00	566.70	125.00	691.70	2,766.80
16	16	1.00	566.70	125.00	691.70	2,766.80
17	17	1.00	566.70	125.00	691.70	2,766.80
18	18	1.00	566.70	125.00	691.70	2,766.80
19	19	1.00	566.70	125.00	691.70	2,766.80
20	20	1.00	566.70	125.00	691.70	2,766.80
21	21	1.00	566.70	125.00	691.70	2,766.80
22	22	1.00	566.70	125.00	691.70	2,766.80
23	23	1.00	566.70	125.00	691.70	2,766.80
24	24	1.00	566.70	125.00	691.70	2,766.80
25	25	1.00	566.70	125.00	691.70	2,766.80
26	26	1.00	566.70	125.00	691.70	2,766.80
27	27	1.00	566.70	125.00	691.70	2,766.80
28	28	1.00	566.70	125.00	691.70	2,766.80
29	29	1.00	566.70	125.00	691.70	2,766.80
30	30	1.00	566.70	125.00	691.70	2,766.80
		30.00	**$17,001.00**	**$3,750.00**	**$20,751.00**	**$83,004.00**

Sinking Fund

	Proposed budget	Actual 01/02/2024-31/01/2025	Previous budget
Revenue			
Interest on Arrears--Reserve Fund	0.00	14.02	0.00
Levies Due--Reserve Fund	15,000.00	15,000.00	15,000.00
Transfer from Admin Fund	0.00	8,000.00	8,000.00
Total revenue	15,000.00	23,014.02	23,000.00
Less expenses			
Maint Bldg--Special Projects	10,000.00	0.00	0.00
Maint Bldg--Ten Year Building Plan--Works	20,000.00	14,715.66	20,000.00
Maint Grounds--Bore Replacement Works	0.00	7,137.90	8,000.00
Total expenses	30,000.00	21,853.56	28,000.00
Surplus/Deficit	(15,000.00)	1,160.46	(5,000.00)
Opening balance	72,382.80	71,222.34	71,222.34
Closing balance	$57,382.80	$72,382.80	$66,222.34
Total units of entitlement	30		30
Levy contribution per unit entitlement	$500.00		$500.00

Total units of entitlement	30	30
Levy contribution per unit entitlement	$2,266.67	$2,266.67

All Strata Management Services
PO Box 511 Mt Lawley WA 6929
T: (08) 9227 8966 | F: (08) 9227 5519
admin@allstrata.com.au | www.allstrata.com.au
ABN 81 009 452 877

ALL STRATA management services

Proposed Budget
to apply from 01/02/2025

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Administrative Fund

	Proposed budget	Actual 01/02/2024-31/01/2025	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	55.42	0.00
Levies Due--Admin	68,000.00	68,004.00	68,000.00
Recovery--Breach Notices	0.00	176.00	0.00
Recovery--Owner	0.00	3,319.20	0.00
Total revenue	68,000.00	71,554.62	68,000.00
Less expenses			
Admin--Additional Duties - ASMS	200.00	220.00	0.00
Admin--Agent Disburst-- Contract	1,740.00	1,750.92	1,750.92
Admin--Company Tax Return - Accountant	100.00	100.00	100.00
Admin--Management Fees--Standard	8,580.00	8,100.00	8,100.00
Admin--Meeting Fee	176.00	176.00	300.00
Admin--Owner Recovery Charges	0.00	176.00	0.00
Admin--Transfer to Reserve Fund	0.00	8,000.00	8,000.00
Insurance--Premiums	18,000.00	15,882.91	13,000.00
Insurance--Valuation	800.00	660.00	800.00
Maint Bldg--Fire Protection	2,000.00	308.00	2,000.00
Maint Bldg--General Repairs	13,000.00	10,644.73	13,000.00
Maint Bldg--Gutters & Downpipes	1,200.00	0.00	1,200.00
Maint Bldg--Handrails	11,000.00	0.00	11,000.00
Maint Bldg--Owner Recovery Invoices	0.00	3,319.30	0.00
Maint Bldg--Plumbing & Drainage	3,000.00	2,786.90	2,000.00
Maint Bldg--Roof	0.00	0.00	3,500.00
Maint Grounds--Lawns & Gardening	10,000.00	9,377.50	10,000.00
Utility--Electricity	1,800.00	1,026.90	1,800.00
Utility--Water & Sewerage	7,000.00	4,898.04	7,000.00
Total expenses	78,596.00	67,427.20	83,550.92
Surplus/Deficit	(10,596.00)	4,127.42	(15,550.92)
Opening balance	36,617.00	32,489.58	32,489.58
Closing balance	$26,021.00	$36,617.00	$16,938.66

Sinking Fund

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
Maint Bldg--Ten Year Building Plan--Works 274900							
21/03/2024	Unit 3 Replace old kitchen stack	Watertight Plumbing & Gas	935.00	Paid	DE	16158	047740
08/08/2024	Replacement of corroded stack back to gully	Browns Plumbing	632.00	Paid	DE	22253	050022
15/08/2024	Modify soakwells, supply new lids	Browns Plumbing	5,548.16	Paid	DE	22397	050124
23/08/2024	Unit 1 Replace section of earthernware drain	Emerald Plumbing & Gas	1,523.50	Paid	DE	27626	050230
11/11/2024	Plumbing ducts works	Browns Plumbing	6,077.00	Paid	DE	123785	051515
			$14,715.66				
Maint Grounds--Bore Replacement Works 276700							
16/04/2024	Bore replacement works	A1 Reticulation	1,967.90	Paid	DE	8872	048091
16/04/2024	Bore replacement works	A1 Reticulation	5,170.00	Paid	DE	8873	048091
			$7,137.90				
		Total expenses	**$21,853.56**				

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

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
			$4,898.04				
		Total expenses	$67,427.20				

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

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
19/12/2024	Unit 27 Water damage repairs to Unit 22	JTK Property Services Pty Ltd	1,518.00	Paid	DE	64937	052225
			$3,319.30				
Maint Bldg--Plumbing & Drainage 172200							
14/03/2024	Unit 3 Investigate cause of water damage	Watertight Plumbing & Gas	308.00	Paid	DE	16103	047616
10/06/2024	Investigate, report & quote on soakwell covers	Browns Plumbing	158.00	Paid	DE	121068	049020
14/06/2024	Unit 1 Clear blocked drain	Pride Plumbing & Gas Pty Ltd	554.40	Paid	DE	52615	049161
18/06/2024	Unit 1 Reimb for deposit paid-plumbing works	Ashleigh Wall	165.00	Paid	DE		049182
22/08/2024	Unit 4 Clear blocked drains	Emerald Plumbing & Gas	247.50	Paid	DE	27826	050230
10/10/2024	Unit 27 Replace sections of leaking pipework	Emerald Plumbing & Gas	931.00	Paid	DE	28007	051001
29/10/2024	Unit 10 Investigate, quote on blocked drains	Browns Plumbing	203.00	Paid	DE	23527	051287
04/12/2024	Unit 4 Clear blocked drain	Emerald Plumbing & Gas	220.00	Paid	DE	28244	051962
			$2,786.90				
Maint Grounds--Lawns & Gardening 178400							
02/02/2024	Garden and lawn maintenance to 30/1/24	Superb Lawns & Gardens	990.00	Paid	DE	43460	046939
01/03/2024	Garden, lawn & retic maintenance to 27/2/24	Superb Lawns & Gardens	561.00	Paid	DE	43698	047437
19/03/2024	Garden and lawn maintenance to 15/3/24	Superb Lawns & Gardens	495.00	Paid	DE	43833	047657
08/04/2024	Garden, lawn & retic maintenance to 5/4/24	Superb Lawns & Gardens	759.00	Paid	DE	43949	048012
02/05/2024	Garden and lawn maintenance to 26/4/24	Superb Lawns & Gardens	495.00	Paid	DE	44070	048427
27/05/2024	Garden and lawn maintenance to 22/5/24	Superb Lawns & Gardens	858.00	Paid	DE	44181	048821
17/06/2024	Garden and lawn maintenance to 12/6/24	Superb Lawns & Gardens	495.00	Paid	DE	44278	049165
08/07/2024	Garden and lawn maintenance to 2/7/24	Superb Lawns & Gardens	495.00	Paid	DE	44396	049533
08/08/2024	Garden and lawn maintenance to 31/7/24	Superb Lawns & Gardens	495.00	Paid	DE	44536	050055
13/08/2024	Weedspraying works	Superb Lawns & Gardens	660.00	Paid	DE	44582	050167
02/09/2024	Garden and lawn maintenance to 28/8/24	Superb Lawns & Gardens	522.50	Paid	DE	44676	050429
01/10/2024	Garden, lawn & retic maintenance to 26/9/24	Superb Lawns & Gardens	984.50	Paid	DE	44855	050845
28/10/2024	Garden and lawn maintenance to 23/10/24	Superb Lawns & Gardens	522.50	Paid	DE	44993	051315
18/11/2024	Garden and lawn maintenance to 13/11/24	Superb Lawns & Gardens	522.50	Paid	DE	45118	051673
16/12/2024	Garden and lawn maintenance to 12/12/24	Superb Lawns & Gardens	522.50	Paid	DE	45257	052197
			$9,377.50				
Utility--Electricity 190200							
27/02/2024	Electricity for period 22/12/23 to 23/2/24	Synergy	323.29	Paid	DE	4136041125	047330
02/05/2024	Electricity for period 24/2/24 to 29/4/24	Synergy	320.29	Paid	DE	4136041125	048429
01/07/2024	Electricity for period 30/4/24 to 27/6/24	Synergy	264.07	Paid	DE	4136041125	049425
28/10/2024	Electricity for period 27/8/24 to 24/10/24	Synergy	119.25	Paid	DE	4136041125	051318
			$1,026.90				
Utility--Water & Sewerage 191200							
07/03/2024	Water consumption to 1/3/24	Water Corporation	1,054.62	Paid	Chq	9002146012	071819
03/05/2024	Water consumption to 1/5/24	Water Corporation	980.41	Paid	Chq	9002146012	071876
03/07/2024	Water consumption to 1/7/24	Water Corporation	1,031.18	Paid	Chq	9002146012	071938
05/09/2024	Water consumption to 6/9/24	Water Corporation	1,169.17	Paid	Chq	9002146012	072011
05/11/2024	Water consumption to 1/11/24	Water Corporation	662.66	Paid	Chq	9002146012	072101

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
01/02/2024	Fire maintenance for period 1/1/24 to 30/6/24	Swan Fire Services	82.50	Paid	DE	6380	046940
30/07/2024	Fire maintenance for period 1/7/24 to 31/12/24	Swan Fire Services	82.50	Paid	DE	7226	049861
31/01/2025	Replacement of signage	Swan Fire Services	60.50	Paid	DE	8260	052796
31/01/2025	Fire maintenance for period 1/1/25 to 30/6/25	Swan Fire Services	82.50	Paid	DE	8253	052796
			$308.00				
Maint Bldg--General Repairs 167200							
09/02/2024	Reticulation maintenance	A1 Reticulation	378.04	Paid	DE	8650	046998
12/02/2024	Repair of stair nosings	Smart Building Specialists	440.00	Paid	DE	10753	047106
05/03/2024	Removal of dumped rubbish to tip	Lees Dirty Deeds	180.00	Paid	DE	522	047423
07/03/2024	Removal of items from under stairwell	Lees Dirty Deeds	162.00	Paid	DE	528	047475
21/03/2024	Reticulation maintenance	Superb Lawns & Gardens	627.00	Paid	DE	43840	047732
05/04/2024	Unit 16 Repairs to pavement	Precise Building Solutions	580.80	Paid	DE	20551	047939
05/04/2024	Removal of cob webs	Lees Dirty Deeds	150.00	Paid	DE	561	048000
22/04/2024	Removal, disposal of goods from bin area	Lees Dirty Deeds	125.00	Paid	DE	576	048246
29/04/2024	Check lights, replace blown globes	Direct Connect Electrical	1,174.53	Paid	DE	55880	048292
06/05/2024	Trades monitoring 1/5/24 to 30/4/25	Trades Monitor	99.00	Paid	DE	8136	048487
24/05/2024	Part refund from Precise Building Solutions		(176.00)		Rct	210770	
24/06/2024	Unit 1 Clear blocked drain of tree roots	Emerald Plumbing & Gas	315.00	Paid	DE	27556	049259
25/07/2024	Replace stairwell light	Direct Connect Electrical	338.42	Paid	DE	57251	049767
30/07/2024	Refund 50% cost of water damage repairs	Meryl Valerie Nell	391.60	Paid	DE	14/8136	049874
09/08/2024	Repairs to carpark stair nosing	Malcolm Langton	380.00	Paid	DE	07	050038
15/08/2024	Removal of cob webs - stage 2	Lees Dirty Deeds	100.00	Paid	DE	26	050147
19/08/2024	Replace exterior light	Direct Connect Electrical	299.92	Paid	DE	57498	050188
19/08/2024	Pruning of trees away from clotheslines	Morin And Son Tree Service	528.00	Paid	DE	4018	050205
09/09/2024	Linemarking of carbays	Advanced Linemarking	1,001.00	Paid	DE	7680	050496
27/09/2024	Replace light between Units 14 & 15	Direct Connect Electrical	338.42	Paid	DE	57850	050812
27/09/2024	Dispose of hanging metal at Carbay 16	Malcolm Langton	120.00	Paid	DE	18	050832
08/10/2024	Replacement of stair nosings	Malcolm Langton	480.00	Paid	DE	23	050967
14/10/2024	Assess and spray for bee activity	A1 Apiaries	220.00	Paid	DE	385	051047
25/11/2024	Unit 10 Access duct, cut lines, unblock	Browns Plumbing	1,685.00	Paid	DE	24307	051764
03/12/2024	Unit 28 Roof leak repairs	Blue Shield Maintenance &	297.00	Paid	DE	517	051882
06/12/2024	Removal of cobwebs, refix duct back to wall	Lees Dirty Deeds	60.00	Paid	DE	1540	051981
09/01/2025	Removal of dumped rubbish to tip	Lees Dirty Deeds	190.00	Paid	DE	1565	052451
20/01/2025	Removal of graffiti from common property	Lees Dirty Deeds	160.00	Paid	DE	1575	052619
			$10,644.73				
Maint Bldg--Owner Recovery Invoices 171500							
16/02/2024	Unit 14 Investigate cause of leak to U9	Emerald Plumbing & Gas	368.50	Paid	DE	27080	047134
05/04/2024	Unit 9 Ceiling repairs - Reimb (OINV U14)	Erin Turner	783.20	Paid	DE	19708	047982
11/07/2024	Unit 1 Repairs to leaking pipes, taps	Emerald Plumbing & Gas	318.10	Paid	DE	27638	049557
05/08/2024	Unit 27 Investigate toilet and basin drainage	Emerald Plumbing & Gas	137.50	Paid	DE	27764	049973
19/09/2024	Unit 27 Repair taps causing leak to unit below	Browns Plumbing	194.00	Paid	DE	22955	050683

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
18/11/2024	Lot 7: Debt recovery Stage 3		(33.00)		Ow.Inv		
18/11/2024	Lot 21: Debt recovery Stage 2		(11.00)		Ow.Inv		
18/11/2024	Lot 25: Debt recovery Stage 2		(11.00)		Ow.Inv		
19/11/2024	Debt Collection Management November 2024	All Strata Management	33.00	Paid	DE		051628
19/11/2024	Final Demand Notices November 2024	All Strata Management	33.00	Paid	DE		051628
13/12/2024	Lot 21: Debt recovery Stage 3		(33.00)		Ow.Inv		
16/12/2024	Debt Collection Management December 2024	All Strata Management	33.00	Paid	DE		052141
			$0.00				
Admin--Management Fees--Standard 154000							
01/02/2024	Standard Management Fee February 2024	All Strata Management	675.00	Paid	DE		046877
01/03/2024	Standard Management Fee March 2024	All Strata Management	675.00	Paid	DE		047343
01/04/2024	Standard Management Fee April 2024	All Strata Management	675.00	Paid	DE		047840
01/05/2024	Standard Management Fee May 2024	All Strata Management	675.00	Paid	DE		048352
02/06/2024	Standard Management Fee June 2024	All Strata Management	675.00	Paid	DE		048910
01/07/2024	Standard Management Fee July 2024	All Strata Management	675.00	Paid	DE		049376
01/08/2024	Standard Management Fee August 2024	All Strata Management	675.00	Paid	DE		049875
01/09/2024	Standard Management Fee September 2024	All Strata Management	675.00	Paid	DE		050379
01/10/2024	Standard Management Fee October 2024	All Strata Management	675.00	Paid	DE		050802
01/11/2024	Standard Management Fee November 2024	All Strata Management	675.00	Paid	DE		051374
01/12/2024	Standard Management Fee December 2024	All Strata Management	675.00	Paid	DE		051875
01/01/2025	Standard Management Fee January 2025	All Strata Management	675.00	Paid	DE		052291
			$8,100.00				
Admin--Meeting Fee 154200							
21/03/2024	After hours AGM 19/3/24	All Strata Management	176.00	Paid	DE		047670
			$176.00				
Admin--Owner Recovery Charges 154800							
23/02/2024	Lot 7 Issue of breach notice	All Strata Management	88.00	Paid	DE		047229
01/10/2024	Lot 7 Issue of breach notice #2	All Strata Management	88.00	Paid	DE		050862
			$176.00				
Admin--Transfer to Reserve Fund 157400							
31/01/2025	Transfer to sinking - 2024 Budget		8,000.00		Jnl	9591	
			$8,000.00				
Insurance--Premiums 159100							
06/09/2024	Endorsement to increase sum insured	Strata Community Insurance	817.12	Paid	DE	SP 8136	050538
28/11/2024	Strata insurance for period 7/12/24 to 7/12/25	Strata Community Insurance	15,383.96	Paid	DE	SP8136	051863
05/12/2024	Refund for policy adjustment		(318.17)		Rct	224129	
			$15,882.91				
Insurance--Valuation 159200							
29/08/2024	Building valuation report	Hemsley Paterson	660.00	Paid	DE	246365	050342
			$660.00				
Maint Bldg--Fire Protection 165800							

All Strata Management Services
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ALL STRATA management services

Detailed Expenses for the financial year from 01/02/2024 to 31/01/2025

The Owners of Strata Scheme 8136 — **MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051**

Administrative Fund

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
Admin--Additional Duties - ASMS 151600							
21/03/2024	AGM additional time 19/3/24	All Strata Management	132.00	Paid	DE		047670
21/03/2024	Management of key register	All Strata Management	88.00	Paid	DE		047670
			$220.00				
Admin--Agent Disburst-- Contract 153801							
01/02/2024	Disbursements - Contract February 2024	All Strata Management	143.05	Paid	DE		046877
01/02/2024	Disbursement increase February 2024	All Strata Management	2.86	Paid	DE		046885
01/03/2024	Disbursements - Contract March 2024	All Strata Management	145.91	Paid	DE		047343
01/04/2024	Disbursements - Contract April 2024	All Strata Management	145.91	Paid	DE		047840
01/05/2024	Disbursements - Contract May 2024	All Strata Management	145.91	Paid	DE		048352
02/06/2024	Disbursements - Contract June 2024	All Strata Management	145.91	Paid	DE		048910
01/07/2024	Disbursements - Contract July 2024	All Strata Management	145.91	Paid	DE		049376
01/08/2024	Disbursements - Contract August 2024	All Strata Management	145.91	Paid	DE		049875
01/09/2024	Disbursements - Contract September 2024	All Strata Management	145.91	Paid	DE		050379
01/10/2024	Disbursements - Contract October 2024	All Strata Management	145.91	Paid	DE		050802
01/11/2024	Disbursements - Contract November 2024	All Strata Management	145.91	Paid	DE		051374
01/12/2024	Disbursements - Contract December 2024	All Strata Management	145.91	Paid	DE		051875
01/01/2025	Disbursements - Contract January 2025	All Strata Management	145.91	Paid	DE		052291
			$1,750.92				
Admin--Company Tax Return - Accountant 150900							
27/09/2024	Lodgment of 2023/2024 Company Tax Return	C. Pope & Associates	100.00	Paid	DE	8136	050806
			$100.00				
Admin--Legal & Debt Collection Fees 153200							
20/02/2024	Lot 7: Debt recovery Stage 2		(11.00)		Ow.Inv		
15/03/2024	Final Demand Notices March 2024	All Strata Management	11.00	Paid	DE		047555
30/04/2024	Lot 7: Debt recovery Stage 2		(11.00)		Ow.Inv		
14/05/2024	Final Demand Notices May 2024	All Strata Management	11.00	Paid	DE		048614
20/08/2024	Lot 21: Debt recovery Stage 2		(11.00)		Ow.Inv		
02/09/2024	Lot 1: Debt recovery Stage 2		(11.00)		Ow.Inv		
17/09/2024	Final Demand Notices September 2024	All Strata Management	22.00	Paid	DE		050670
24/09/2024	Lot 1: Debt recovery Stage 3		(33.00)		Ow.Inv		
15/10/2024	Debt Collection Management October 2024	All Strata Management	33.00	Paid	DE		051107
05/11/2024	Lot 7: Debt recovery Stage 2		(11.00)		Ow.Inv		

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ALL STRATA management services

Aged Arrears List

The Owners of Strata Scheme 8136

Lot	Unit	Name	Balance	Prepaid	Interest	Current	30+ days	60+ days	90+ days	120+ days	Last debt recovery
1	1	Ashleigh Lauren Wall	700.66	0.00	8.96	0.00	691.70	0.00	0.00	0.00	30/01/2025
7	7	Ben Anthony Morrison	700.27	0.00	8.96	0.00	691.31	0.00	0.00	0.00	30/01/2025
21	21	Evelyn Sayson Clarke & Steven James Roney	691.16	0.00	8.84	0.00	682.32	0.00	0.00	0.00	30/01/2025
			2,092.09	0.00	26.76	0.00	2,065.33	0.00	0.00	0.00	

Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
16	16	524.90						

Total unallocated money 524.90

Sinking Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
28	28	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	29	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	30	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			15,000.00	14,625.77	623.23	249.00	0.00	0.00	0.00	0.00	0.00	14.02	0.00
		Due Excl. GST	15,000.00				0.00						

Sinking Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	1	31/12/2024	500.00	375.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	2.93	0.00
2	2	31/03/2025	500.00	375.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	6	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	7	31/12/2024	500.00	375.07	124.93	0.00	0.00	0.00	0.00	0.00	0.00	3.62	0.00
8	8	31/03/2025	500.00	527.01	0.00	27.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	9	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	10	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	11	31/03/2025	500.00	596.99	0.00	96.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	12	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	13	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	14	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	15	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	16	30/06/2025	500.00	625.00	0.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	17	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	18	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	19	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	20	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	21	31/12/2024	500.00	376.70	123.30	0.00	0.00	0.00	0.00	0.00	0.00	5.55	0.00
22	22	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	23	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	24	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	25	31/03/2025	500.00	375.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	1.92	0.00
26	26	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	27	31/03/2025	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
21	21	31/12/2024	2,266.80	1,707.78	559.02	0.00	0.00	0.00	0.00	0.00	0.00	21.67	0.00
22	22	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	23	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	24	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	25	31/03/2025	2,266.80	1,700.10	566.70	0.00	0.00	0.00	0.00	0.00	0.00	8.71	0.00
26	26	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	27	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	28	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	29	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	30	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			68,004.00	66,307.35	2,825.50	1,128.85	0.00	0.00	0.00	0.00	0.00	62.89	0.00
		Due Excl. GST	68,004.00				0.00						

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ALL STRATA management services

Levy Positions - Complete
for the financial year to 31/01/2025

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	1	31/12/2024	2,266.80	1,700.10	566.70	0.00	0.00	0.00	0.00	0.00	0.00	10.10	0.00
2	2	31/03/2025	2,266.80	1,700.10	566.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	6	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	7	31/12/2024	2,266.80	1,700.42	566.38	0.00	0.00	0.00	0.00	0.00	0.00	22.41	0.00
8	8	31/03/2025	2,266.80	2,389.25	0.00	122.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	9	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	10	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	11	31/03/2025	2,266.80	2,706.50	0.00	439.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	12	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	13	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	14	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	15	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	16	30/06/2025	2,266.80	2,833.50	0.00	566.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	17	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	18	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	19	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	20	31/03/2025	2,266.80	2,266.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sinking Fund

	Current period 01/02/2024-31/01/2025	Annual budget 01/02/2024-31/01/2025	Variance ($)
Revenue			
Interest on Arrears--Reserve Fund	14.02	0.00	14.02
Levies Due--Reserve Fund	15,000.00	15,000.00	0.00
Transfer from Admin Fund	8,000.00	8,000.00	0.00
Total revenue	23,014.02	23,000.00	14.02
Less expenses			
Maint Bldg--Ten Year Building Plan--Works	14,715.66	20,000.00	(5,284.34)
Maint Grounds--Bore Replacement Works	7,137.90	8,000.00	(862.10)
Total expenses	21,853.56	28,000.00	(6,146.44)
Surplus/Deficit	1,160.46	(5,000.00)	6,160.46
Opening balance	71,222.34	71,222.34	0.00
Closing balance	**$72,382.80**	**$66,222.34**	**$6,160.46**

Attachment 5

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ALL STRATA management services

Income & Expenditure Statement for the financial year to 31/01/2025

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Administrative Fund

	Current period 01/02/2024-31/01/2025	Annual budget 01/02/2024-31/01/2025	Variance ($)
Revenue			
Interest on Arrears--Admin	55.42	0.00	55.42
Levies Due--Admin	68,004.00	68,000.00	4.00
Recovery--Breach Notices	176.00	0.00	176.00
Recovery--Owner	3,319.20	0.00	3,319.20
Total revenue	71,554.62	68,000.00	3,554.62
Less expenses			
Admin--Additional Duties - ASMS	220.00	0.00	220.00
Admin--Agent Disburst-- Contract	1,750.92	1,750.92	0.00
Admin--Company Tax Return - Accountant	100.00	100.00	0.00
Admin--Management Fees--Standard	8,100.00	8,100.00	0.00
Admin--Meeting Fee	176.00	300.00	(124.00)
Admin--Owner Recovery Charges	176.00	0.00	176.00
Admin--Transfer to Reserve Fund	8,000.00	8,000.00	0.00
Insurance--Premiums	15,882.91	13,000.00	2,882.91
Insurance--Valuation	660.00	800.00	(140.00)
Maint Bldg--Fire Protection	308.00	2,000.00	(1,692.00)
Maint Bldg--General Repairs	10,644.73	13,000.00	(2,355.27)
Maint Bldg--Gutters & Downpipes	0.00	1,200.00	(1,200.00)
Maint Bldg--Handrails	0.00	11,000.00	(11,000.00)
Maint Bldg--Owner Recovery Invoices	3,319.30	0.00	3,319.30
Maint Bldg--Plumbing & Drainage	2,786.90	2,000.00	786.90
Maint Bldg--Roof	0.00	3,500.00	(3,500.00)
Maint Grounds--Lawns & Gardening	9,377.50	10,000.00	(622.50)
Utility--Electricity	1,026.90	1,800.00	(773.10)
Utility--Water & Sewerage	4,898.04	7,000.00	(2,101.96)
Total expenses	67,427.20	83,550.92	(16,123.72)
Surplus/Deficit	4,127.42	(15,550.92)	19,678.34
Opening balance	32,489.58	32,489.58	0.00
Closing balance	**$36,617.00**	**$16,938.66**	**$19,678.34**

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ALL STRATA management services

Balance Sheet

As at 31/01/2025

The Owners of Strata Scheme 8136 — MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	4,127.42
Owners Equity--Admin	32,489.58
	36,617.00
Sinking Fund	
Operating Surplus/Deficit--Sinking	1,160.46
Owners Equity--Sinking	71,222.34
	72,382.80
Net owners' funds	**$108,999.80**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	34,920.35
Receivable--Levies--Admin	2,825.50
	37,745.85
Sinking Fund	
Cash at Bank--Sinking	72,008.57
Receivable--Levies--Sinking	623.23
	72,631.80
Unallocated Money	
Cash at Bank--Unallocated	524.90
	524.90
Total assets	110,902.55
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	1,128.85
	1,128.85
Sinking Fund	
Prepaid Levies--Sinking	249.00
	249.00
Unallocated Money	
Prepaid Levies--Unallocated	524.90
	524.90
Total liabilities	1,902.75
Net assets	**$108,999.80**

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ALL STRATA management services

ANNUAL REPORTS

for the financial year to 31/01/2025

Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

Manager: Kim Bunting

	Page
Balance Sheet	1
Income & Expenditure Statement	2
Levy Positions	4
Aged Arrears List	9
Detailed Expenses	10
Budget commencing 01/02/2025	16
Levy Schedule commencing 01/02/2025 General	19

$566.70 per unit entitlement due in advance on the 01/01/2025; and

New financial year
$566.70 per unit entitlement due in advance on the 01/04/2025.

and every quarter thereafter until the next Annual General Meeting.

16 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 **$15,000.00**; and

That contributions be due and payable as follows;

$ 75.00 per unit entitlement due in advance on the 01/04/2024; and
$175.00 per unit entitlement due in advance on the 01/07/2024; and *
$125.00 per unit entitlement due in advance on the 01/10/2024; and
$125.00 per unit entitlement due in advance on the 01/01/2025; and

* July levy adjusted to correct shortfall in April 2024 levy.

New financial year
$125.00 per unit entitlement due in advance on the 01/04/2025.

and every quarter thereafter until the next Annual General Meeting.

17 OTHER BUSINESS WITH NOTICE

The meeting discussed the items below as raised by the 10 year plan, the strata council will review these items during the next 12 months.

- DISTRIBUTION BOARDS
- GARDEN AND LANDSCAPING
- STORM WATER PITS & PIPES - The meeting requested All Strata Management Services obtain two quotes to clean out the pits.
- PAVERS AND BRICKWORK

18 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

NBN UPGRADE - FULL FIBRE

The meeting discussed and it was agreed that a quote from the NBN be requested. The strata council will then review.

19 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 6:45PM.

stratawhite@allstrata.com.au to obtain another copy.

10 ADDITIONAL EXPENDITURE BORE REPAIRS

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake **bore repairs and bore pump replacement**; and

a. That A1 Reticulation quote for the amount of **$5,170.00** (Including GST) be approved for bore repairs; and
b. That A1 Reticulation estimate for **$2,600.00** (plus GST) be approved for bore pump replacement.
c. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

11 ADDITIONAL EXPENDITURE GUTTER & WALKWAY HANDRAILS

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to undertake **gutter and downpipe repair and walkway handrail repairs**; and

a. That Precise Building Solutions quote 17583 for the amount of **$12,763.52** (Including GST) be reviewed to determine the buildings covered by the quote; and
b. That All Strata Management Services send the scope of works to the strata council for review. The scope of works to specify the handrails, uprights and supports.
c. That All Strata Management Services obtain a second quote for strata council review.
d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

12 ADDITIONAL EXPENDITURE ROOF SHEETS

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to **undertake treatment of rust spots on the overhanging roof sheets**; and

a. That Precise Building Solutions quote 17872 dated 4th April 2023 for the amount of **$3,053.60** (Including GST) be reviewed and clarification of the buildings covered by the quote; and
b. That All Strata Management Services obtain a second quote.
c. That the strata council review the quotes.
b. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

13 ADDITIONAL EXPENDITURE UNIT 13

Resolved that pursuant to Section 102 of the Strata Titles Act 1985 the Strata Company agrees to **remove and replace patio profile gutter to the front of the area near Unit 13**; and

a. That Precise Building Solutions quote 17873 dated 4th April 2023 for the amount of **$2,635.60** (Including GST) be approved; and
b. That All Strata Management Services obtain a second quote.
c. That the strata council review the quotes.
d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102.

14 BUDGET

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

ADMINISTRATION FUND

Include - Insurance Valuation $800.00

Transfer $8,000 to the Sinking Fund

SINKING FUND

Increase levies due to $15,000.00

15 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 **$68,000.00**; and

That contributions be due and payable as follows;

$566.70 per unit entitlement due in advance on the 01/04/2024; and
$566.70 per unit entitlement due in advance on the 01/07/2024; and
$566.70 per unit entitlement due in advance on the 01/10/2024; and

Premium : $11,316.82 Paid on : 17/11/2023 Start : 07/12/2023 Next due : 07/12/2024

Cover	Sum Insured	Excess	Notes
Building	$6,725,900.00	$1,000.00	
Workers Compensation		$0.00	As Per Act
Public Liability	$20,000,000.00	$0.00	
Common Contents	$67,259.00	$0.00	
Fixtures & Improvements	$250,000.00	$0.00	Per Lot
Office Bearers	$1,000,000.00	$0.00	
Flood Cover		$0.00	
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/Temp Accommodation	$1,008,885.00	$0.00	

Commission paid on the policy was $1,998.62 and the last valuation was completed on **21/09/2021** and noted a replacement value of **$6,530,000.00**.

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 CHU Underwriting Services 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 Strata Community Insurance, CHU Underwriting Services 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;

a. That All Strata Management Services be instructed to obtain quotes for a valuation for insurance purposes; and
b. That the quotes be forwarded to the Council to choose a preferred valuer; and
c. That the insurance policy be amended mid-term or at renewal to the building sum insured recommended by the valuer as directed by the strata council.

8 **ELECTION OF THE COUNCIL OF THE STRATA COMPANY**
Resolved that the Council of the Strata Company shall consist of **3** members; and

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

Lot 11 Amanda Hinrichs
Lot 15 Frederic Massart
Lot 27 Jonathan Gurney

and

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

ALL STRATA
management services

The Owners of Strata Scheme 8136
MAYCREST APARTMENTS
1-3 Rupert Street,
MAYLANDS WA 6051

Minutes of the Annual General Meeting of The Owners of Strata Scheme 8136 held on the 19/03/202 via Zoom at 05:00 PM.

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

Lot #	Unit #	Attendance	Owner Name Representative
9	9	Yes	Erin K Turner Represented by Amanda Hinrichs
11	11	Yes	Amanda C Hinrichs
13	13	Yes	Desmond Garvin, Gregory Garvin & Mavis Garvin Represented by Mavis Garvin
15	15	Yes	Frederic Massart
23	23	Yes	Alexander Hovy & Maureen Hovy Represented by All Strata Management Services
27	27	Yes	Jonathan M Gurney

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 05:00 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 5:30PM 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 **14/03/2023** of The Owners of Strata Scheme 8136 be confirmed as an accurate record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS
Resolved that pursuant to Section 127(3)(b) of the Strata Titles Act 1985 that the accounts for the period ending **31/01/2024** as included within the notice of meeting be accepted.

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

Policy No.POL11018078
Strata Community Insurance
Type : Strata

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.

(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

(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 R*esolution 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.

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

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

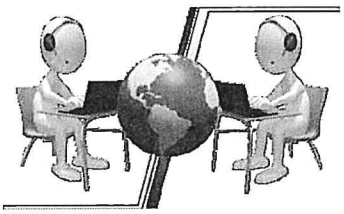
(I) 25% or more of the lots in the scheme; or

(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

Online Meeting Etiquettes & General Meeting Procedures



To ensure efficiency and that all participants are equally informed, here are some best practices and procedures for All Strata Management Services Online General Meetings:

PROCEDURES:
The appointed Chairperson will facilitate the Online Management and Meeting.
Please refer to the Important Information section for requirements prior to and during the meeting.

For this General Meeting, please update your display name to the format:
FULL NAME _LOT 00. This will help the facilitator and minute-taker identify you easily.

BEST PRACTICES:

Prepare Ahead of Time
- Test Your Technology: Ensure your internet connection is stable and test your camera, microphone, and any software needed. Conduct a trial run if possible to confirm everything works smoothly.
- Review the Agenda: Familiarise yourself with the agenda and any documents that will be discussed during the meeting.

Create an Appropriate Environment
- Choose a Quiet Spot: Select a quiet location free from distractions. Inform others in your household or workspace about the meeting to minimise interruptions.

Optimise Audio and Video Quality
- Use Headphones: Consider using headphones to reduce echo and improve audio clarity.
- Mute When Not Speaking: Keep your microphone muted when you are not speaking to minimize background noise.

Join on Time
- Be Punctual: Log in a few minutes before the scheduled start time to address any last-minute technical issues and to show respect for others' time.

Engage Actively and Respectfully
- Respect Others: Do not talk over others and be mindful of your language and tone. Stay on topic and keep discussions relevant to the Agenda.

Communicate Effectively
- Speak Clearly: Ensure your thoughts are articulated clearly and concisely. Use a moderate speaking pace and tone.
- Identify Yourself: If not using video, state your name before speaking to help others recognise you.

Be Mindful of Meeting Etiquette
- Follow the Agenda: Stick to the agenda items and manage time efficiently to ensure all topics are covered.
- Avoid Multitasking: Stay focused on the meeting to maintain productivity and show respect for other participants.

Minimise Distractions
- Turn Off Notifications: Disable notifications on your computer and mobile devices to prevent interruptions.
- Disable Other Noisemakers: Turn off PC speakers, radios, mobile phones, and any other devices that might produce distracting noise.

Handle Technical Issues Gracefully
- Stay Calm: If technical issues arise, remain calm and work to resolve them quickly. Have a backup plan, such as dialing in by phone if your internet connection fails.

Follow Up After the Meeting
- Review Minutes: Go over the meeting minutes and action items distributed after the meeting.
- Provide Feedback: Offer constructive feedback to help improve future online meetings.

PROXY FORM
THE OWNERS OF SURVEY/STRATA SCHEME 8136

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 _____), MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051 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 **19/03/2025** 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

NOMINATION FOR ELECTION TO COUNCIL
THE OWNERS OF SURVEY/STRATA SCHEME 8136

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 19/03/2025 of **The Owners of Strata Scheme 8136**.

NAME: _____

UNIT NUMBER: _____

BUILDING NAME OR ADDRESS: MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

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 8136**.

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.

$566.70 per unit entitlement due in advance on the 01/10/2025, and
$566.70 per unit entitlement due in advance on the 01/01/2026; and

New financial year
$566.70 per unit entitlement due in advance on the 01/04/2026.

and every quarter thereafter until the next Annual General Meeting.

15 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 **$15,000.00**; and

That contributions be due and payable as follows;

$125.00 per unit entitlement due in advance on the 01/04/2025; and
$125.00 per unit entitlement due in advance on the 01/07/2025, and
$125.00 per unit entitlement due in advance on the 01/10/2025, and
$125.00 per unit entitlement due in advance on the 01/01/2026; and

New financial year
$125.00 per unit entitlement due in advance on the 01/04/2026.

and every quarter thereafter until the next Annual General Meeting.

16 OTHER BUSINESS WITH NOTICE

Skip Bin
To discuss the option of having approval for skip bins to be placed on common property for residents.

NBN Fibre Upgrade
To discuss the NBN Fibre Upgrade, The $4,000.00 budgeted is based on other properties of a similar size who are upgrading at the moment which is between $350 and $400 per unit.

17 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.

18 CLOSURE

Appointed Council Of Owners to remain after the meeting to appoint Office Bearers and Strata Company Representative.

Note:
Schedule 1 By-Law

6. Chairperson, secretary and treasurer of Council

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

(2) A person -

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

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

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

(a) the person ceases to be a member of the council under by-law 4(9);

(b) receipt by the strata company of a written notice of the person's resignation from that office;

(c) another person is appointed by the council to hold that office.

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

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

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.

10 UPDATE 10 YEAR PLAN

a. That the 10 year plan prepared by Reserve Fund Plans dated 27/10/2020 be updated as required by Section 100 (2A) (a)(iii); and
b. 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 updated 10 year plan to comply with Section 91(1)(c); and
c. That the contributions to the reserve fund be determined for the purpose of accumulating funds to meet this expense; and
d. That the Strata Company be empowered to undertake expenditure as authorised by the approved budget in accordance with Section 102; and
e. That All Strata Management be instructed to obtain quotations as directed by the Council of Owners; and
f. That the Council be empowered to choose a preferred contractor/quote.

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

(a) that there is a 10 year plan that sets out;

(i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan.
(ii) the estimated costs for the maintenance, repairs, renewal or replace; and
(iii) other information required to be included by the regulations and

(b) that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.

11 PEST CONTROL

To consider the matter of Pest Control to be carried out annually as preventative maintenance and pursuant to Section 102 of the Strata Titles Act 1985, the Strata Company agrees;

a. That this item is to be funded by using existing surplus funds if available; or
b. By including the expenditure in the budget in accordance with Section 102(2); and
c. Instructing All Strata Management Services to obtain quotes to progress to the Council of Owners; and
d. Empowering the council of the strata company to select the most suitable quote within the approved budget amount.

12 ROOF INSPECTION / GUTTER CLEANING

To consider the matter of Roof inspections and Gutter Cleaning to be carried out annually as preventative maintenance and pursuant to Section 102 of the Strata Titles Act 1985, the Strata Company agrees;

a. That this item is to be funded by using existing surplus funds if available; or
b. By including the expenditure in the budget in accordance with Section 102(2); and
c. Instructing All Strata Management Services to obtain quotes to progress to the Council of Owners; and
d. Empowering the council of the strata company to select the most suitable quote within the approved budget amount.

Note:
All Strata Management Services recommends that roof inspection and gutter cleaning are carried out annually as preventative maintenance to possibly reduce the number of claims on the insurance policy.

13 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.

14 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 **$68,000.00**; and

That contributions be due and payable as follows;

$566.70 per unit entitlement due in advance on the 01/04/2025; and
$566.70 per unit entitlement due in advance on the 01/07/2025, and

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 QBE Underwriting (CHU Underwriting Services) 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, QBE Underwriting (CHU Underwriting Services), 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/Broker to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Council of Owners. FURTHER, resolve that **the Strata Manager** forward the valuation (if applicable) and insurance quotations, including the written advice and disclosure summary to the Council of Owners for consideration. In the event that **the Strata Manager** receives no response from the Council of Owners within 5 business days prior to the expiry of the insurance policy, to ensure that the Strata Company continues to hold insurance that meets the requirements of Section 97(1)(a) of the Act, **the Strata Manager** is to be given authorisation to place the insurance for the forthcoming policy year.
Note: In the event the Council of Owners fails to provide instruction then the insurance will be placed in accordance with the Brokers recommendation.

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

8 BUILDING SUM INSURED

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

DATE OF NOTICE
19 February 2025

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 **19/03/2024** of The Owners of Strata Scheme 8136 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 **31/01/2025** 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.POL11018078
Strata Community Insurance
Type : Residential Strata

Premium : $15,065.79 Paid on : 29/11/2024 Start : 07/12/2024 Next due : 07/12/2025

Cover	Sum Insured	Excess	Notes
Building	$9,416,000.00	$1,000.00	$2,000.00 Burst Pipes/Water Damage/Rainwater
Common Area Contents	$94,160.00	$0.00	
Terrorism	Applies	$0.00	
Loss of Rent/Temp Accommodation	$1,412,400.00	$0.00	
Flood Cover	Included	$0.00	
Floating Floors	Included	$0.00	
Liability	$20,000,000.00	$0.00	
Voluntary Workers	Included	$0.00	
Workers Compensation	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	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$1,000.00	
Lot Owners Fixtures&Improvements	$300,000.00	$0.00	

Commission paid on this policy was **$2,433.84** and the last valuation was completed on **21/08/2024** and noted a replacement value of **$9,416,000.00.**

6 INSURANCE COVERAGE
That pursuant to Section 97 of the Strata Titles Act 1985, the Strata Company agree to the following for the current and future insurance policy;

a. That 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.

ALL STRATA
management services

The Owners of Strata Scheme 8136
MAYCREST APARTMENTS
1-3 Rupert Street
MAYLANDS WA 6051

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 8136 will be held as follows:

DATE: **Wednesday the 19/03/2025**
MEETING: **Electronic Meeting**
ZOOM LINK: **https://zoom.us/join**
Meeting ID: 576 850 7935
Passcode: 11111
TIME: **05:00 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.

Please refer to Agenda Sundry notes for further information.

Kim Bunting
stratawhite@allstrata.com.au
For and on behalf of The Owners of Strata Scheme 8136

Desmond Garvin, Gregory Garvin & Mavis G
PO Box 113
BULLSBROOK WA 6084

The Owners of Strata Scheme 8136

MAYCREST APARTMENTS, 1-3 Rupert Street, MAYLANDS WA 6051

NOTES
SECTION 137 Strata Titles Act 1985 (as amended)

Council members: general duties and conflicts of interest

(1) This section applies to a person who is -

(a) a member of the council of a strata company (including when acting as an officer of the strata company); or

(b) an individual authorised under section 136(2) by a corporation to perform the corporation's functions as a member of the council, or an officer, of a strata company.

(2) A person to whom this section applies -

(a) must at all times act honestly, with loyalty and in good faith in the performance of functions as a member of the council or an officer of the strata company; and

(b) must at all times exercise the degree of care and diligence in the performance of those functions that a reasonable person in the person's position and the circumstances of the strata company would reasonably be expected to exercise; and

(c) must not make improper use of the person's position -

i. to gain, directly or indirectly, an advantage for the person or any other person; or

ii. to cause detriment to the strata company.

(3) A person to whom this section applies -

(a) must inform the council in writing of any direct or indirect pecuniary or other interest that the person has that conflicts or may conflict with the performance of a function as a member of the council or, if applicable, as an officer of the strata company; and

(b) must do so as soon as is practicable after the person becomes aware of the relevant facts; and

(c) in the case of a member of the council, must not vote on a matter in which the member has an interest required to be disclosed under paragraph (a).

(4) Subsection (3) does not apply to an interest arising solely from the fact that the member is the owner of a lot in the scheme.

DATE OF NOTICE
19 February 2025

AGENDA

RECORD OF ATTENDANCE/APOLOGIES/PROXIES AND VERIFICATION OF SAME

1 TIME MEETING COMMENCED

2 APPOINTMENT OF MEETING CHAIRPERSON

3 APPOINTMENT OF OFFICE BEARERS
That the Chairperson, Secretary and Treasurer of the Council be appointed.

Note:
The members of the 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.

A person appointed to an office referred above must be a member of the Council and may be appointed to one or more of those offices.

4 STRATA COMPANY REPRESENTATIVE
That the council nominates and appoints a Strata Company Representative to communicate with the Strata Manager on behalf of the Strata Company.

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.

5 CLOSURE

The Owners of Strata Scheme 8136
Maycrest Apartments
1-3 Rupert Street, Maylands WA 6051

25 March 2025

TO ALL OWNERS

Dear Owners,

RE: Annual General Meeting Action Letter

Further to the recent Annual General Meeting held **19 March 2025**, we wish to advise of work carried out in accordance with the instructions received at that meeting.

1. **Council of Owners**
   We have updated our records to reflect the new Council members' details.

2. **Insurance**
   A quote for catastrophe cover will be obtained and forwarded to the Strata Committee.

3. **10 Year Plan – 5 Year Review**
   Quote requests have been issued.

4. **Pest Control – Termites**
   Quote requests have been issued.

5. **Roof Inspection**
   Quote requests have been issued.

6. **Skip Bin**
   Skip bins to be arranged once a month – item diarised.

7. **NBN Fibre Upgrade**
   Strata Manager to commence process.

8. **Washing Lines**
   Strata Committee to provide photos of both areas for quoting purposes.

9. **Gardening**
   Scope of work to be forwarded to the Strata Committee for review.

10. **Walkways/Balconies/Handrails/Concrete/Waterproofing Works**
    A second quote will be obtained.

We trust the above actions meet with your approval.

Yours faithfully,

Kim Bunting

Strata Community Manager
All Strata Management Services
For and on behalf of The Owners of Strata Scheme 8136

INSTRUCTIONS

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

NOTES

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

J278011 AE
09 May 2005 15:13:58 Midland

REG $ 79.00

LODGED BY AllStrata Management Svc

ADDRESS 121 Walcott St
Mt Lawley 6050

PHONE No. 9227 8966
9227 5519

LOT No. Maycrest

ISSUING BOX No. 999L

PREPARED BY as above.

ADDRESS

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items

Nos.

Receiving Clerk

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

EXAMINED

Charge $1/Lots

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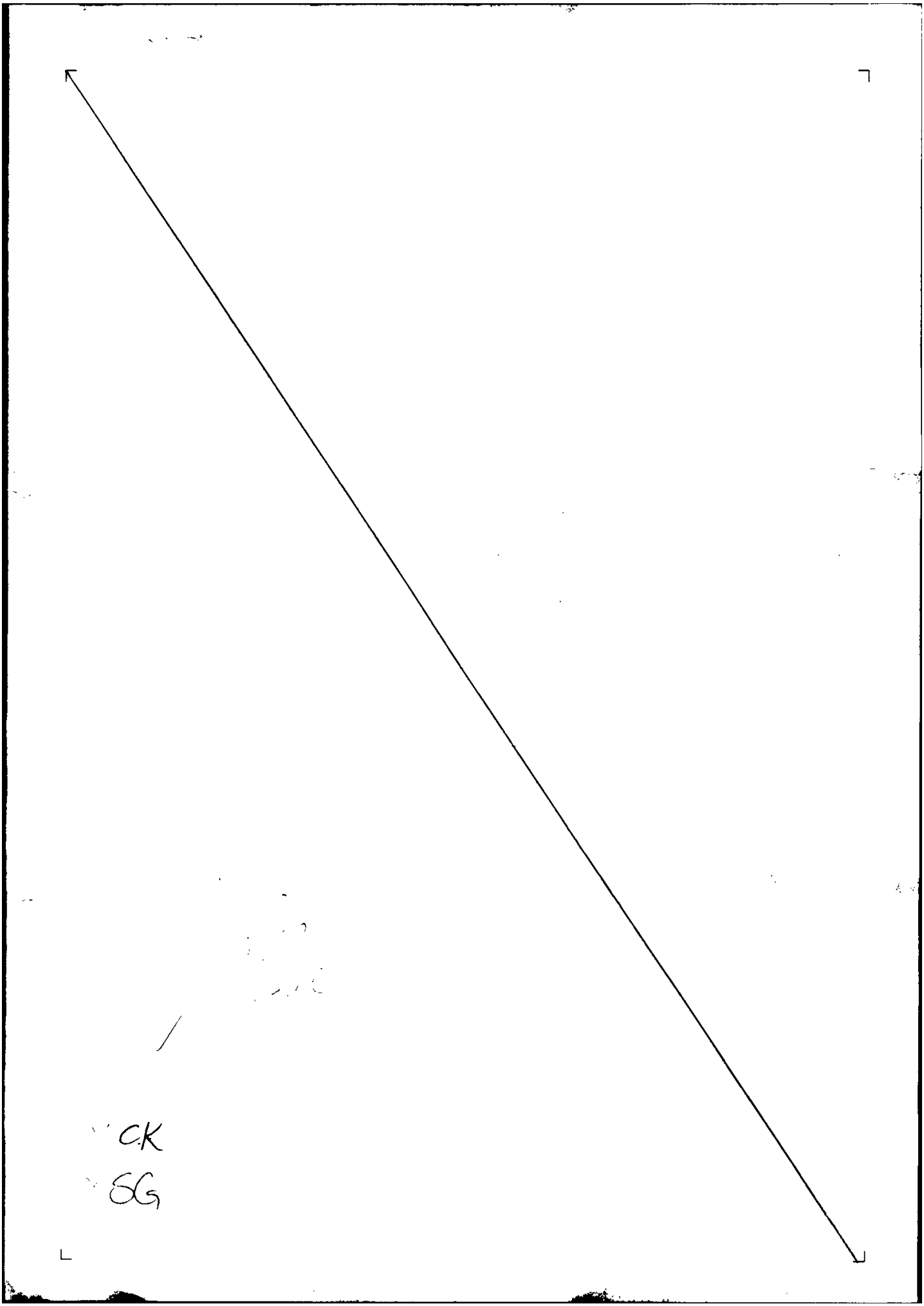

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the council of owners is hereby empowered, when required:

(a) to determine that costs incurred pursuant to this by-law shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the strata company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and

(b) to exercise the function prescribed by section 36(1)(c) of the Act in accordance with the provisions of this by-law (in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the proprietor by service of notice under paragraph 45(1) of this by-law).by duly appointed proxy constitutes a quorum.

The Common Seal of the Owners of 'MAYCREST APARTMENTS' Strata Plan 8136 was hereunto affixed on the 4th day of MAY 2005

in the presence of X ..... Council Member

in the presence of X ..... Council Member

THE OWNERS OF MAYCREST APARTMENTS STRATA PLAN 8136 * COMMON SEAL

Sign here

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Landgate
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FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

FORM 21 (Note 1)

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

The Owners of 'MAYCREST APARTMENTS' Strata No. 8136 hereby certify : -

: that by Resolution Without Dissent duly passed at a meeting of the Strata Company on the 19th Day March, 2005 which became unconditional on the 16th Day April, 2005 the By-Laws in Schedule 1 to the Act

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

By-law 17 Recovery of Costs by Strata Company

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:

   (a) strata company manager's costs, pursuant to their Strata Management Contract or as otherwise determined by the strata company;

   (b) legal costs on a solicitor/owner-client basis; and

   (c) debt recovery agency's costs; may be included and claimed in such action. All such costs shall be payable by the proprietor.

   (d) in respect of costs other than legal costs, as liquidated damages; and

   (e) in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor/owner-client basis, provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the proprietor a written notice specifying amounts owing, including interest, to that date in respect of which such proceedings are to be taken.

2. To the extent that the strata company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages,

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