# 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 6/3 Tennivale Place
Suburb North Perth State WA Postcode 6006
Lot 6 ~~Deposited/Survey/~~ Strata ~~/Diagram/~~ Plan 10590 Whole / ~~Part~~ Vol 1622 Folio 160
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.

## 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** | Carolyn Joan Gee | | | | |
| Address | 6/3 Tennivale Place | | | | |
| | | | | | |
| Suburb | North Perth | State | WA | Postcode | 6006 |
| **Name** | | | | | |
| Address | | | | | |
| | | | | | |
| Suburb | | State | | Postcode | |

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 Carolyn Joan Gee

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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**ANNEXURE** A

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

6/3 Tennivale Place, North Perth WA 6006

***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**

6/3 Tennivale Place, North Perth WA 6006

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 |
| **1622** | **160** |

# 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 6 ON STRATA PLAN 10590
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**
(FIRST SCHEDULE)

CAROLYN JOAN GEE OF UNIT 5, 66 CLEAVER STREET, WEST PERTH

(T C471618 ) REGISTERED 17/12/1982

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

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

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

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

**STATEMENTS:**

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

| | |
|---|---|
| SKETCH OF LAND: | SP10590 |
| PREVIOUS TITLE: | SP10590 |
| PROPERTY STREET ADDRESS: | TOWNHOUSE 6 3 TENNIVALE PL, NORTH PERTH. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF VINCENT |

LANDGATE COPY OF ORIGINAL NOT TO SCALE 29/01/2026 10:57 AM Request number: 69340239

Landgate
www.landgate.wa.gov.au

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 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.

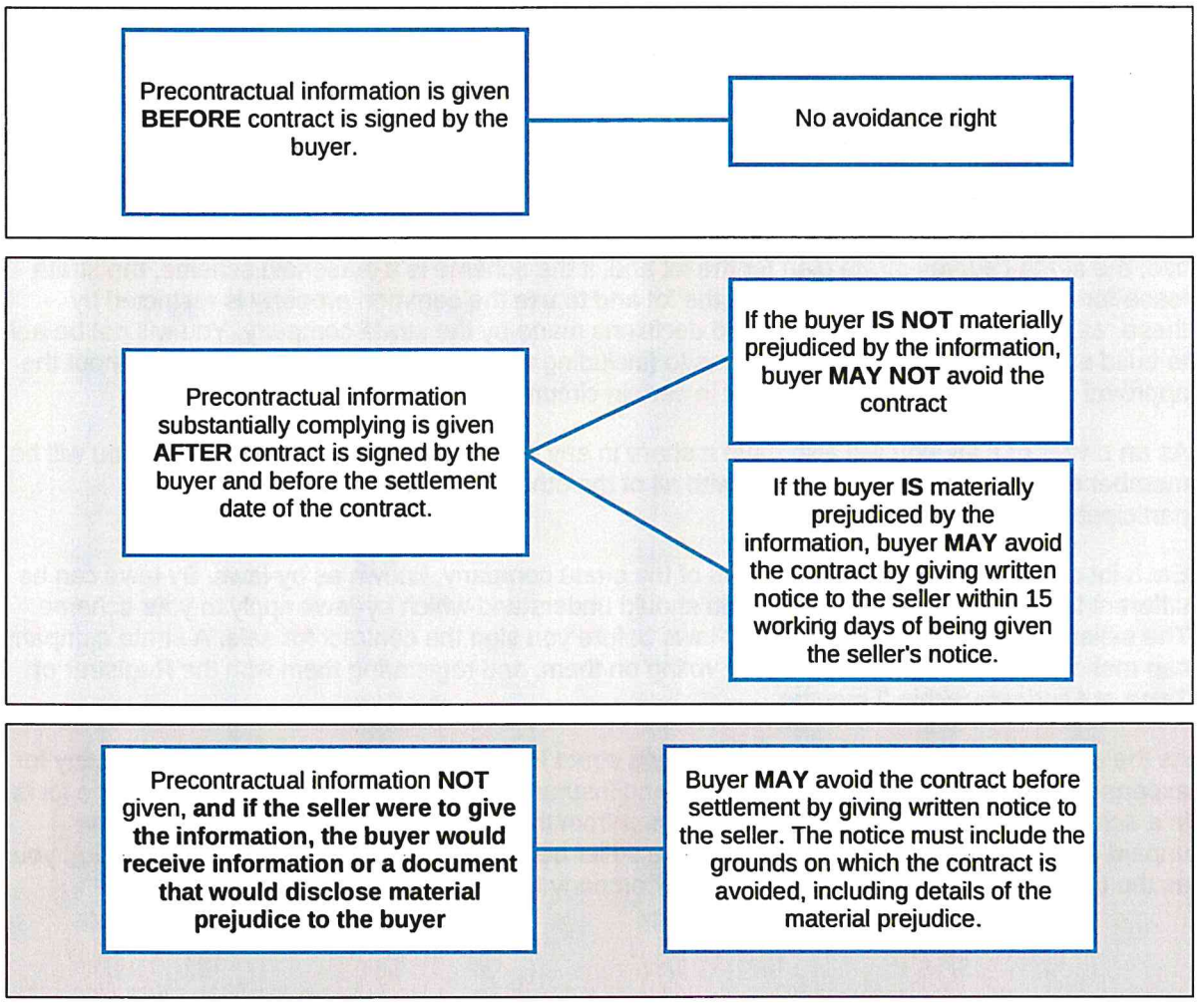
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

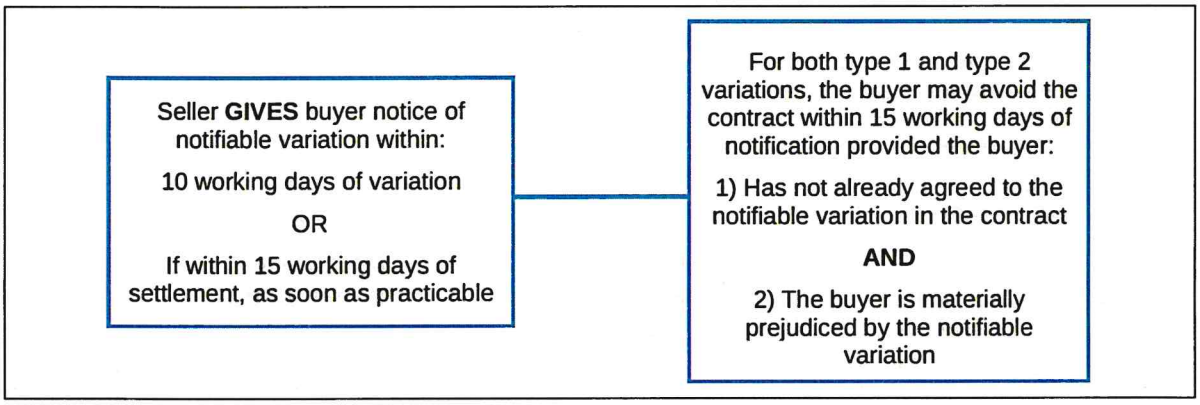
Type 1 and Type 2 notifiable variations are as follows:

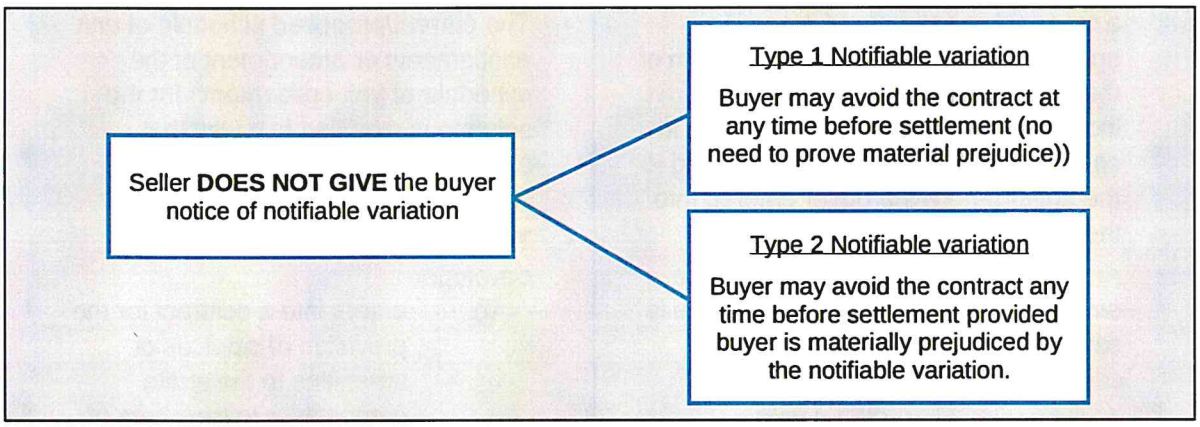
| Type 1 Notifiable Variation | Type 2 Notifiable Variation |
|---|---|
| • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract.<br>• The proportion that the unit entitlement, or a reasonable estimate 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.<br>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.<br>• 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).<br>• 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).<br>• The strata company or a scheme developer-<br>(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<br>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer<br>• The current/proposed scheme by-laws are modified.<br>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.<br>• Any other event classified by the regulations as a type 2 notifiable variation. |

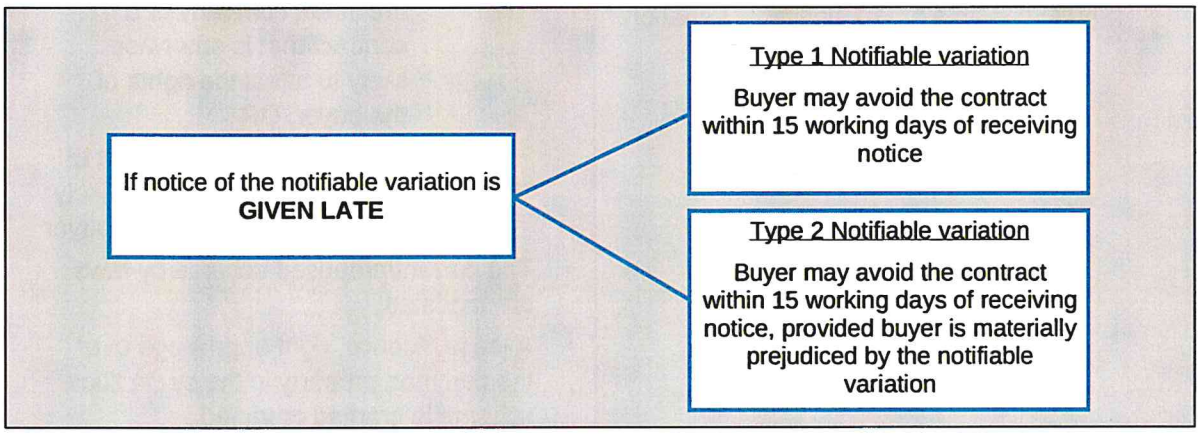
See section 161 and 162 of the Act for further details.

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

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




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

**Buyer's right to postpone settlement**

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

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

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

# Precontractual Disclosure Statement to the Buyer

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

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

### Personal information

**The seller(s)**

Name: Carolyn Joan Gee

Address: 6/3 Tennivale Place, North Perth WA 6006

Telephone/mobile: _____ Email: _____

Name: _____

Address: _____

Telephone/mobile: _____ Email: _____

### Scheme Information

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

**Scheme Details**

Scheme name: Tennivale Close - East

Name of the strata company: _____

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

Name of Strata Manager: Scarborough Strata

Address of Strata Manager: PO Box 158, Scarborough WA 6922

Telephone/Mobile: 0438 351 987

Email: david@scarboroughstrata.com

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. N/A

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. **Att.** ____

Lot information (choose all that apply)

☒ 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)
6/3 Tennivale Place, North Perth WA 6006

Lot 6 on scheme plan no. 10590

*(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: | $740 | | |
| Reserve fund: | | | |
| Other levy (attach details) | | | |

Att 6

☒ Actual ☐ Estimated total contribution for the lot $ 2,960

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

Due dates $740 on 1/1/26 $740 on 1/4/26

$740 on 1/7/26 $740 on 1/10/26

**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 Carolyn Joan Gee

Date 23/01/2026

Signature _____

Name _____

Date _____

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

FORM 1 Attachment 2

STRATA PLAN 10590

Ca. MF

PARCEL OF LAND Lot 203 of Swan Loc 112. Dia. 61286.

CERTIFICATE OF TITLE : 1595/805

LOCAL AUTHORITY City of Perth.

LOCALITY North Perth. INDEX PLAN PERTH 2000 13.27

NAME OF BUILDING "Tennivale Close – East."

ADDRESS FOR SERVING OF NOTICES ON COMPANY 3 Tennivale Pl., North Perth. 6006.

90

E ONLY

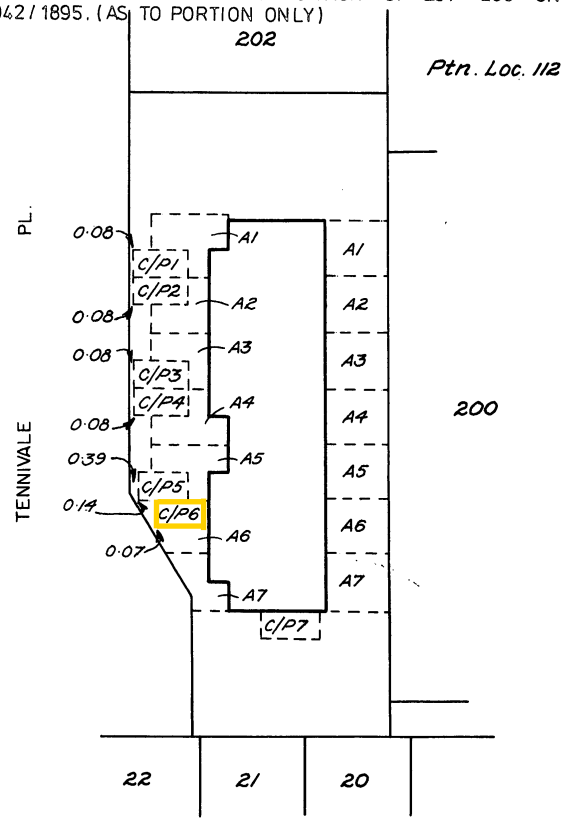
LODGED 27.5.82 53839

EXAMINED 31-5-82

REGISTERED 2-7-82 APP C 384680

REGISTRAR OF TITLES

TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER PORTION OF LOT 200 ON DIAGRAM 57149 AS SET IN TRANSFER 1042/1895. (AS TO PORTION ONLY)




Note: Areas & Carports are for exclusive use with lots as prefixed & numbered.

SCALE 1:500

| SCHEDULE OF UNIT ENTITLEMENT | | OFFICE USE ONLY CURRENT Cs. of TITLE | |
|---|---|---|---|
| LOT No. | UNIT ENTITLEMENT | VOL. | FOL. |
| 1 | 1 | 1622 | 155, |
| 2 | 1 | 1622 | 156, |
| 3 | 1 | 1622 | 157, |
| 4 | 1 | 1622 | 158, |
| 5 | 1 | 1622 | 159, |
| 6 | 1 | 1622 | 160, |
| 7 | 1 | 1622 | 161, |
| AGGREGATE | 7 | | |

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 project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.~~

DATE 24-3-82 LICENSED SURVEYOR.

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

DATE 25 MAY 1982 CHAIRMAN.

77241/6/78-2M-MS/893

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Landgate
www.landgate.wa.gov.au

C.A. 3

FORM 3

STRATA PLAN No. 10590

# CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

CITY OF PERTH, THE LOCAL AUTHORITY,

HEREBY CERTIFIES THAT:—

(1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.

(2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

## DESCRIPTION OF BUILDING:—

A brick and tile seven unit residential complex situated on Lot 203 of Swan Loc. 112 on Diagram 61286.

The address is:
"TENNIVALE CLOSE-EAST",
3 TENNIVALE PLACE,
NORTH PERTH. 6006

DATE 20 MAY 1982

~~SHIRE~~/TOWN CLERK

76962/6/78-2M-F802

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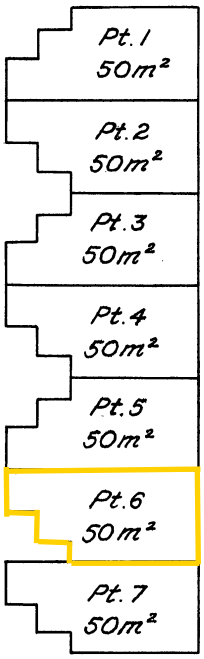
Attachment 1 (1 of 3)

C.A. 4

SHEET No. 1 OF 2 SHEETS

# STRATA PLAN No. 10590

Ground FLOOR




For other Pts. of Lots, see Sheet 2.

SCALE 1:300.

APPROVED

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

TOWN PLANNING BOARD

DATE 25 MAY 1982 CHAIRMAN

LOCAL AUTHORITY City of Perth.

DATE 20 MAY 1982 ~~SHIRE~~ TOWN CLERK

57295/6/76-2M-C397

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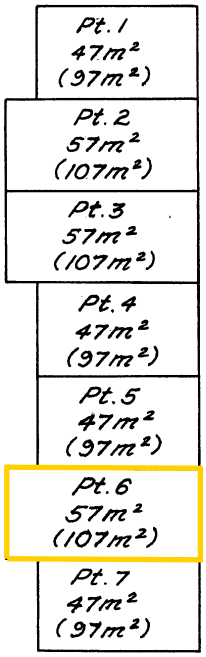
Attachment 1 (2 of 3)

C.A. 4

SHEET No. 2 OF 2 SHEETS

# STRATA PLAN No. 10590

First FLOOR




For other Pts. of Lots, see Sheet 1 .

SCALE 1:300

APPROVED

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

| TOWN PLANNING BOARD | LOCAL AUTHORITY City of Perth. |
|---|---|
| DATE 25 MAY 1982 CHAIRMAN | DATE 20 MAY 1982 ~~SHIRE~~/TOWN CLERK |

57295/6/76-2M-C397

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Landgate

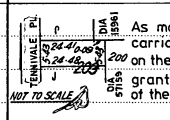
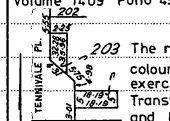
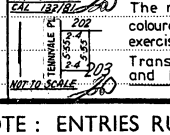


ANNEXURE 'A' OF STRATA PLAN No. 10590 REGISTRAR OF TITLES

## SCHEDULE OF REGISTERED PROPRIETORS

| REGISTERED PROPRIETOR | INSTRUMENT NATURE | INSTRUMENT NUMBER | INSTRUMENT REGIST'D | SIGNATURE OF REGISTRAR of TITLES |
|---|---|---|---|---|
| | | | | |

## SCHEDULE OF ENCUMBRANCES, ETC.

| INSTRUMENT NATURE | INSTRUMENT NUMBER | PARTICULARS | REGIST'D | SIGNATURE OF REGISTRAR of TITLES | CANCELLATION |
|---|---|---|---|---|---|
| TRANSFER | 1042 / 1895 |  As modified by Applications B 923403 and C166896. A right of carriageway over the portion of the within land coloured brown on the map in the margin as set out in the said Transfer is granted to the proprietor or proprietors for the time being of the land comprised in Volume 71 Folio 75. | | | |
| TRANSFER | A980007 | A right of carriageway over the portion of the within land coloured brown on the map in the margin above as set out in the said Transfer is granted to the proprietor or proprietors for the time being of the land comprised in Volume 1409 Folio 497. | 24·6·75 | | |
| TRANSFER | B674593 |  The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain pipeline rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 7·3·79 | | |
| TRANSFER | C29396 |  The right to enter upon the portion of the within land coloured yellow on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board | 19·11·80 | | |

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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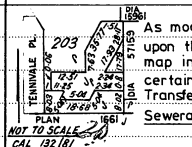
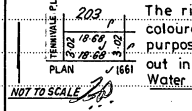
ANNEXURE 'B' OF STRATA PLAN No. 10590 REGISTRAR OF TITLES

SCHEDULE OF REGISTERED PROPRIETORS

| REGISTERED PROPRIETOR | INSTRUMENT NATURE | INSTRUMENT NUMBER | INSTRUMENT REGIST'D | SIGNATURE OF REGISTRAR of TITLES |
|---|---|---|---|---|
| | | | | |

SCHEDULE OF ENCUMBRANCES, ETC.

| INSTRUMENT NATURE | INSTRUMENT NUMBER | PARTICULARS | REGIST'D | SIGNATURE OF REGISTRAR of TITLES | CANCELLATION |
|---|---|---|---|---|---|
| TRANSFER | C 29398 |  As modified by Surrender C 235684. The right to enter upon the portion of the within land coloured grey on the map in the margin for the purpose of exercising certain sewerage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 19·11·80 | | |
| TRANSFER | C 312653 |  The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 2·3·82 | | |
| NOTIFICATION | H219267 | NOTIFICATION OF CHANGE OF BY-LAWS | 9.9.99 | | |
| NOTIFICATION | I283104 | NOTIFICATION OF CHANGE OF BY-LAWS | 1.11.02 | | |
| Notification | L147118 | Notification of change of by-laws. | 23.11.09 | | |

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

63673/10/69—500—G472

SHEET 1 OF 2
GROUND FLOOR

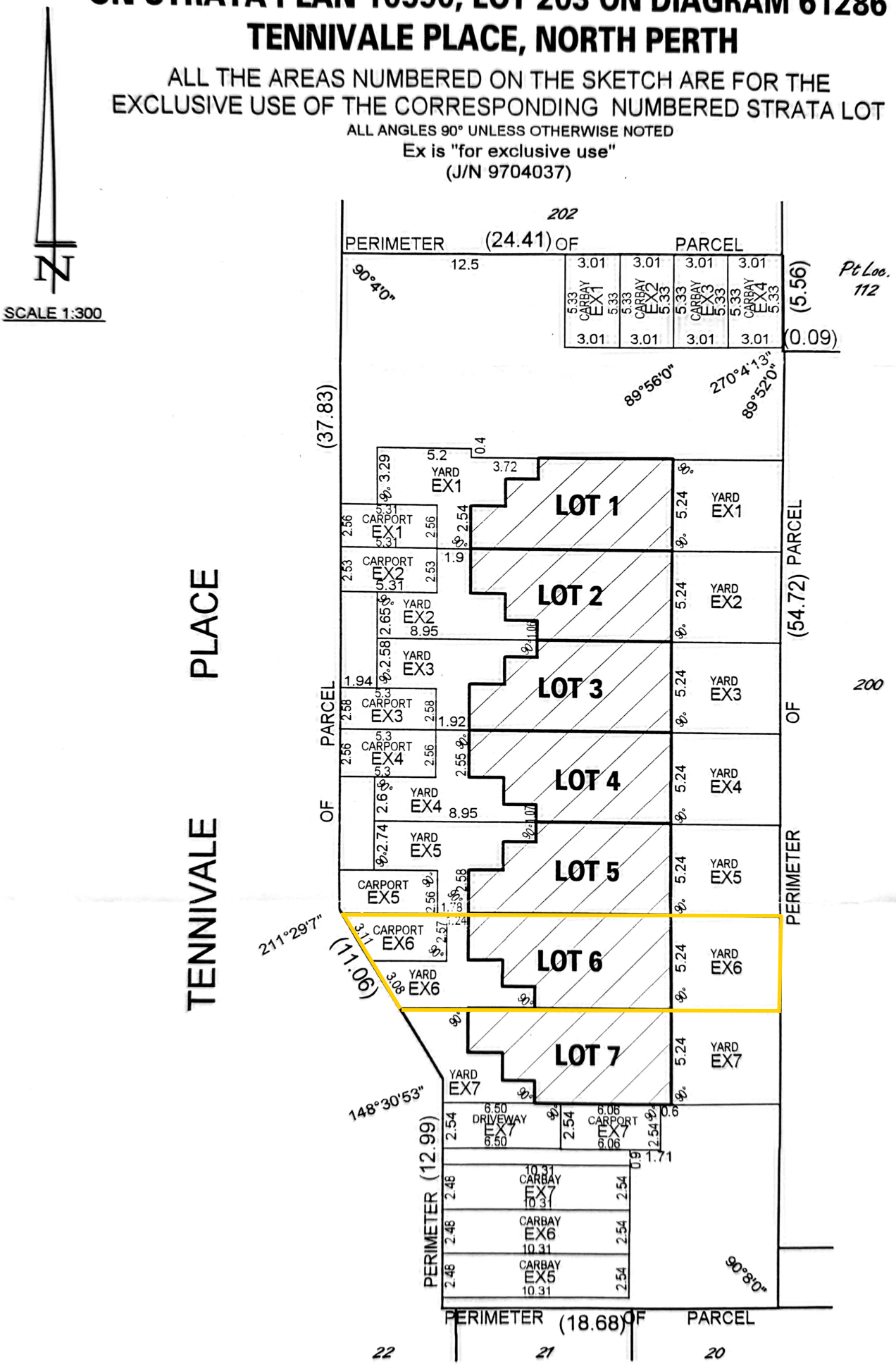
# EXCLUSIVE USE FOR "TENNIVALE CLOSE - EAST" ON STRATA PLAN 10590, LOT 203 ON DIAGRAM 61286 TENNIVALE PLACE, NORTH PERTH

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"

(J/N 9704037)



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**STRATA TITLES ACT 1985**

# SCHEDULES

**SCHEDULE 1 & SCHEDULE 2 (s39)**

## Schedule 1 — Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

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

### 1. Duties of owner

(1) The owner of a lot must —

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

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

(1A) The owner of a lot must —

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

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

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[**2.** Deleted by No. 30 of 2018 s. 88.]

### 3. Power of strata company regarding submeters

(1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding $200 and, if any amount so paid is applied by the strata company under sub-bylaw (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.

(2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.

(3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.

(4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

### 4. Constitution of council

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

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

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

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

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

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

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

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

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

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

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

(e) if the member is removed from office under sub-bylaw (8); or

(f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

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

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

(11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.

(12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

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

[Clause 4 amended by No. 30 of 2018 s. 90.]

**5. Election of council at general meeting**

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

(1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.

(2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.

(3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –

(a) in writing, and furnished to the chairperson at the meeting; or

(b) orally by a nominee who is present at the meeting in person or by proxy.

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(4) When no further nominations are forthcoming, the chairperson –

(a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;

(b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

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

(a) announce the names of the candidates; and

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

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

(a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

(b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

(c) signing the ballot form; and

(d) returning it to the chairperson.

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

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

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

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

**6. Chairperson, secretary and treasurer of council**

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

(2) A person –

(a) must not be appointed to an office referred to in sub-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.

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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.

[Clause 6 amended by No. 30 of 2018 s. 92.]

**7. Chairperson, secretary and treasurer of strata company**

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

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

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

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

**8. Meetings of council**

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

(2) The council may –

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

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

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

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

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

[Clause 8 amended by No. 30 of 2018 s. 94.]

**9. Powers and duties of secretary of strata company**

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

(a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and

(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

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

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

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

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and

(g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

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**10. Powers and duties of treasurer of strata company**

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

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

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

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

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

[Clause 10 amended by No. 30 of 2018 s. 96.]

[**11-15.** Deleted by No. 30 of 2018 s. 97.]

**Schedule 2 – Conduct by-laws**

[Heading inserted by No. 30 of 2018 s. 98.]

**1. Vehicles and parking**

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

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

[Clause 1 inserted by No. 30 of 2018 s. 99.]

**2. Use of common property**

An owner or occupier of a lot must –

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

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

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

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

[Clause 2 inserted by No. 30 of 2018 s. 100.]

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

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

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

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

[Clause 3 amended by No. 30 of 2018 s. 101.]

**4. Behaviour of owners and occupiers**

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

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]

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**6. Depositing rubbish etc. on common property**

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

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

**7. Drying of laundry items and signage**

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

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

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

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

**8. Storage of inflammable liquids etc.**

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

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

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

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

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

**10. Floor coverings**

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

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

**11. Garbage disposal**

An owner or occupier of a lot must –

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

(b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

**12. Additional duties of owners and occupiers**

An owner or occupier of a lot must not –

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

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

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

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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**13. Notice of alteration to lot**

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

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

**14. Appearance of lot**

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

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

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

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

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Attachment 4

Scarborough Strata
DSpeyers Pty Ltd as trustee for Speyers Family Trust trading
as Scarborough Strata ABN 88 422 588 759
Mail: PO BOX 158, Scarborough WA 6922
PH: 0438 351 987 E: david@scarboroughstrata.com
www.scarboroughstrata.com.au

# Minutes of the Annual General Meeting

Tennivale Close - East Strata Plan 10590

| | | | |
|---|---|---|---|
| **Meeting Date** | 06 Oct 2025 | | |
| **Meeting Location** | Scarborough Library meeting room, 173 Gildercliffe St, Scarborough, WA, 6019 | | |
| **Time** | Opened: 5:35 PM | Closed: 6:50 PM | |
| **Lots Represented** | Lot 1 | Ashlee Wells | Owner present |
| | Lot 2 | Neha Dubey | Owner present |
| | Lot 3 | Toby Simmer | Post AGM Vote only |
| | Lot 4 | Jenny Chisholm | Owner present |
| | Lot 5 | Kirsty Chisholm | Proxy present |
| | Lot 6 | Carolyn Gee | Owner present |
| | Lot 7 | Franc Mazzella | Owner present |
| **Chairperson** | David Speyers representing Scarborough Strata | | |
| **Quorum** | Yes | | |

| **Motion 1** | |
|---|---|
| **Adoption of Minutes** | **Ordinary Resolution**<br>Submitted by Strata Manager |
| Mover: Carolyn Gee Seconder: Jenny Chisholm<br><br>The meeting resolved to adopt the minutes of the previous AGM, appended to the notice of this meeting.<br><br>Matters arising from that meeting and were not otherwise provided for by this Agenda: Nil | |
| **Motion CARRIED.** | |

| **Motion 2** | |
|---|---|
| **Statement of Accounts** | **Ordinary Resolution**<br>Submitted by Strata Manager |
| Mover: Carolyn Gee Seconder: Jenny Chisholm<br><br>The meeting resolved to adopt the financials for the period ending 31/08/2025, appended to the notice of the meeting. | |
| **Motion CARRIED.** | |

| **Motion 3** | |
|---|---|
| **Election of Strata Council** | **Ordinary Resolution**<br>Submitted by Strata Manager |
| The meeting resolved that three members will be on the Strata Council.<br><br>The following members were nominated and elected:<br><br>Ashlee Wells (lot 1), Lee Needham (lot 5), Jenny Chisholm (lot 4)<br><br>All councillor members are co-chairpersons. | |
| **Motion CARRIED.** | |

| **Motion 4** | |
|---|---|
| **Insurance** | **Ordinary Resolution**<br>Submitted by Strata Manager |

Mover: Neha Dubey  Seconder: Ashlee Wells

1. Current Cover
   The meeting resolved to accept the current level of cover as indicated on the insurance certificate appended to the notice of this meeting.

2. Renewal
   David Speyers explained to the meeting that the strata company must insure the buildings and improvements to their full replacement value and the best way of determining the replacement value is to obtain a valuation from a licensed valuer.

   The meeting resolved to renew the insurance for the indexed level of building cover.
   It was agreed for the current broker to obtain quotes and Franc Mazzella's broker to also obtain quotes and that the strata council be authorised to decide on which quote from which insurer to proceed with.

NOTE: It is your duty as a lot owner to **disclose to the insurer and take reasonable care not to make a misrepresentation** about matters that you know to be relevant to the insurer's decision to accept the risk or that a reasonable person could be expected to know to be relevant. For example, something is defective and may lead to claim being made. Let your strata manager know if you have something to disclose.

NOTE: Scarborough Strata is an authorised distributor for Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009, AFSL 457787) and Lync Insurance Brokers Pty Ltd (AR No. 1306015, ABN 31 169 552 372) and a commission will be paid by the insurer or broker to the value of up to 20% of the premium, direct to the Strata Manager on each yearly renewal of the policy. The exact amount of that commission will be clearly displayed in the quotes obtained for the Strata Company at the time of renewal. Scarborough Strata are able to provide factual advice only. In assisting the Strata Company to obtain, vary or renew insurance products, Scarborough Strata acts on behalf of Strata Community Insurance Agencies Pty Ltd & Lync Insurance Brokers Pty Ltd. In providing associated services including premiums, receiving documents and notices and notifying claims, Scarborough Strata acts on behalf of the Strata Company. The Strata Company should read the insurers Product Disclosure Statement and Financial Services Guide before it makes its decision.

**Motion CARRIED.**

| **Motion 5** | | | | |
|---|---|---|---|---|
| **By-law addition - Business Activity** | **Special Resolution**<br>Submitted by Strata Committee | | | |
| Mover: Neha Dubey Seconder: Ashlee Wells<br><br>The meeting resolved that the following schedule 2, Conduct by-law not be registered on the strata plan:<br><br><u>*Business Activity*</u><br><br>*(1) No lot, in whole or in part, shall be used for any trade, profession, business activity or commercial enterprise that involves clients, customers or delivery personnel attending the property, including use of strata common property for parking, deliveries or display of signage.*<br><br>*(2) This by-law does not prohibit the resident of a lot from undertaking business activities, including working from home, which do not involve clients, customers or delivery personnel attending the property, provided such activities do not cause any nuisance or disturbance to other residents, or impact the common property.*<br>*Explanation for proposed by-law:*<br><br>It was agreed that some more information and costings would be required on what is required to comply with the act if the strata company is deemed a PCBU. Franc was asked to assist with obtaining that information and he agreed. | | | | |
| **Motion FAILED** | | | | |
| **VOTES** | Yes : 0 | No: 4 | Abstain: 2 | Invalid: 0 |

| **Motion 6** | | | | |
|---|---|---|---|---|
| **By-law addition - Financial Year** | **Resolution Without Dissent**<br>Submitted by Strata Committee | | | |
| Mover: Jenny Chisholm Seconder: Carolyn Gee<br><br>The meeting resolved that the following schedule 1, Governance by-law be registered on the strata plan:<br><br><u>Financial year</u><br>The financial year of the strata company is 1st September - 31st August | | | | |
| **Motion CARRIED.** | | | | |
| **VOTES (Note: Lot 3 voted post AGM)** | Yes : 7 | No: 0 | Abs: 0 | Inv: 0 |

| **Motion 7** | | | | |
|---|---|---|---|---|
| **By-law removal - By-law 12 (3)** | **Resolution Without Dissent**<br>Submitted by Strata Committee | | | |
| Mover: Neha Dubey Seconder: Ashlee Wells<br><br>The meeting resolved that the following schedule 1, Governance by-law be removed:<br><br>By-law 12 (3)<br>"Twenty-five percent (25%) of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum." | | | | |
| **Motion CARRIED.** | | | | |
| **VOTES (Note: Lot 3 voted post AGM)** | Yes : 7 | No: 0 | Abs: 0 | Inv: 0 |

| **Motion 8** | | | | |
|---|---|---|---|---|
| **Authority for strata manager to approve maintenance** | **Ordinary Resolution**<br>Submitted by Strata Manager | | | |
| Mover: Franc Mazzella Seconder: Carolyn Gee<br><br>The meeting resolved that the strata manager be authorised to approve expenditure up to $1,200 per job for routine or urgent maintenance to the common property, provided the costs are within the limits of the approved budget. | | | | |
| **Motion CARRIED.** | | | | |
| **VOTES** | Yes : 6 | No: 0 | Abs: 0 | Inv: 0 |

| **Motion 9** | | | | |
|---|---|---|---|---|
| **Proposed Budget of Estimated Expenditure** | **Ordinary Resolution**<br>Submitted by Strata Manager | | | |
| 1. The meeting resolved to amend the proposed budget of expenditure for the financial year ending 31/08/2026, totalling $20,720 in the Administration Fund.<br><br>2. Due to the fact that the next AGM will take place after the next financial year starts, the strata company resolved that the budget of expenditure mentioned in item 1 above also be adopted for the financial year beginning 01/09/2026, until it is amended at the next Annual General Meeting. | | | | |
| **Motion CARRIED.** | | | | |
| **VOTES** | Yes : 6 | No: 0 | Abs: 0 | Inv: 0 |

| **Motion 10** | | | | |
|---|---|---|---|---|
| **Administration Fund & Reserve Fund Contributions** | **Ordinary Resolution**<br>Submitted by Strata Manager | | | |

The meeting resolved to amend the proposed Administration Fund Contributions (divided according to unit entitlement) for the financial year ending 31/08/2026.

The approved levy amounts and due dates to be as per the table below. See attached budget for a breakdown of the contributions, per lot.

| Levy Status | Period From | Period To | Due | Admin Fund | Per Unit Entitlement Admin | Reserve Fund | Per Unit Entitlement Reserve |
|---|---|---|---|---|---|---|---|
| To be Issued | 1/11/2025 | 31/01/2026 | 1/11/2025 | $5,180.00 | $740.00 | $0.00 | $0.00 |
| To be Issued | 1/02/2026 | 30/04/2026 | 1/02/2026 | $5,180.00 | $740.00 | $0.00 | $0.00 |
| To be Issued | 1/05/2026 | 31/07/2026 | 1/05/2026 | $5,180.00 | $740.00 | $0.00 | $0.00 |
| To be Issued | 1/08/2026 | 31/10/2026 | 1/08/2026 | $5,180.00 | $740.00 | $0.00 | $0.00 |
| **Total** | 1/11/2025 | 31/10/2026 | | **$20,720.00** | **$2,960.00** | **$0.00** | **$0.00** |

| **Motion CARRIED.** | | | | |
|---|---|---|---|---|
| **VOTES** | Yes : 6 | No: 0 | Abs: 0 | Inv: 0 |

Attachment 5

# ANNUAL FINANCIAL STATEMENTS

For the period 1 September 2024 to 31 August 2025

Prepared For

**Tennivale Close - East**

**SP No. 10590**

3 Tennivale Place
North Perth
Western Australia 6006

**Manager**
David Speyers
Scarborough Strata

**Printed**
18 September 2025

# Balance Sheet

Administrative & Reserve Fund

**Strata Company for SP No. 10590**

**As at 31st August 2025**

3 Tennivale Place North Perth Western Australia 6006

| **Assets** | | **2025** |
|---|---|---|
| Cash | | 17,964.37 |
| | **Total Assets** | **$ 17,964.37** |

| **Equity** | | |
|---|---|---|
| Administrative Fund | | 17,964.37 |
| Reserve Fund | | 0.00 |
| | **Total Equity** | **$ 17,964.37** |

# Income and Expenditure Statement

Administrative Fund

**Strata Company for SP No. 10590**

**1 September 2024 to 31 August 2025**

3 Tennivale Place North Perth Western Australia 6006

| Income | Actuals 01/09/24 31/08/25 | Budget 01/09/24 31/08/25 | Variance $ 01/09/24 31/08/25 | Variance % 01/09/24 31/08/25 |
|---|---|---|---|---|
| Levy Fees - Debt recovery costs | 9.00 | 0.00 | 9.00 | 100 |
| Levy Fees - normal | 20,160.00 | 20,160.00 | 0 | 0 |
| **Total Administrative Fund Income** | **20,169.00** | **20,160.00** | **9.00** | **0** |
| **Expenditure** | | | | |
| Bank Fees & Charges | 0.00 | 100.00 | 100.00 | 100 |
| Bank Fees & Charges - DEFT fees | 15.00 | 0.00 | (15.00) | (100) |
| Bank Fees & Charges - account keeping fees | 49.60 | 0.00 | (49.60) | (100) |
| Garden/Lawn Maintenance - gardening | 0.00 | 500.00 | 500.00 | 100 |
| Garden/Lawn Maintenance - gutter clearing | 743.00 | 800.00 | 57.00 | 7 |
| Garden/Lawn Maintenance - tree/shrub trimming | 2,420.00 | 0.00 | (2,420.00) | (100) |
| General Repairs - Repairs - General | 907.50 | 6,000.00 | 5,092.50 | 85 |
| Insurance Premiums | 7,214.00 | 9,200.00 | 1,986.00 | 22 |
| Legal Services | 2,666.10 | 0.00 | (2,666.10) | (100) |
| Security Services - car parking management | 300.00 | 200.00 | (100.00) | (50) |
| Strata Manager - debt recovery | 9.00 | 0.00 | (9.00) | (100) |
| Strata Manager - management fees | 3,620.04 | 3,620.00 | (0.04) | 0 |
| Strata Manager - schedule B fees | 165.00 | 0.00 | (165.00) | (100) |
| Water - charges | 1,775.77 | 1,600.00 | (175.77) | (11) |
| **Total Administrative Fund Expenditure** | **19,885.01** | **22,020.00** | **2,134.99** | **10** |
| **Surplus / Deficit for period** | **283.99** | **(1,860.00)** | | |

## Summary

| | |
|---|---|
| Opening Balance as at 1 September 2024 | 17,680.38 |
| Total Revenue during period | 20,169.00 |
| Total Expenditure during period | (19,885.01) |
| **Administrative Fund balance as at 31 August 2025** | **$ 17,964.37** |

# Income and Expenditure Statement

Reserve Fund

**Strata Company for SP No. 10590**

**1 September 2024 to 31 August 2025**

3 Tennivale Place North Perth Western Australia 6006

| Income | Actuals 01/09/24 31/08/25 | Budget 01/09/24 31/08/25 | Variance $ 01/09/24 31/08/25 | Variance % 01/09/24 31/08/25 |
|---|---|---|---|---|
| **Total Reserve Fund Income** | **0.00** | **0.00** | **0** | **0** |

## Summary

| | |
|---|---|
| Opening Balance as at 1 September 2024 | 0.00 |
| Total Revenue during period | 0.00 |
| Total Expenditure during period | 0.00 |
| **Reserve Fund balance as at 31 August 2025** | **$ 0.00** |

# Notes To Financial Statements

**Strata Company for SP No. 10590**

3 Tennivale Place North Perth Western Australia 6006

## Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

(a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
(b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

## Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

## Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

## Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

## Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

## Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

These notes ( other than notes added by the owners corporation manager ) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd ( www.mystrata.com ). These notes explain how the accounts were prepared, what specific policies/rulings apply and futher clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

**Strata Company for SP No. 10590** **1 September 2025 to 31 August 2026**

3 Tennivale Place North Perth Western Australia 6006

## Expenditure

| | Budget 09/25 - 08/26 |
|---|---|
| Garden/Lawn Maintenance - gutter clearing | 800.00 |
| General Repairs - Repairs - General | 6,000.00 |
| Insurance Premiums | 8,000.00 |
| Legal Services - by-law registration | 200.00 |
| Security Services - car parking management | 300.00 |
| Strata Manager - management fees | 3,620.00 |
| Water - charges | 1,800.00 |
| **Total Administrative Fund Expenditure** | **20,720.00** |

## Administrative Fund Summary

| | | | Budget 09/25 - 08/26 |
|---|---|---|---|
| Opening balance (Surplus) | | 17,964.37 | |
| Expenditure during budget period | | 20,720.00 | |
| | | **2,755.63** | |
| *Less* | Additional revenue during budget period | 0.00 | |
| *Plus* | Planned surplus at end of budget period | 17,964.37 | |
| | | | **Per Ent** |
| **Budgeted levies to be raised $** | | **20,720.00** | 2,960.0000 |

Total Unit Entitlement 7

*May include insurance contributions

**1 September 2025 to 31 August 2026**

## Strata Company for SP No. 10590

### 3 Tennivale Place North Perth Western Australia 6006

| | |
|---|---|
| Levy Period Start | 01/11/2025 |
| Levy Period Duration | 12 month(s) |
| No. of Instalment(s): | 4 |
| GST | NO |

| TOTAL LEVIES | Per Period | Per Year |
|---|---|---|
| Admin Fund | 5,180.00 | 20,720.00 |
| Reserve Fund | 0.00 | 0.00 |
| Total Contribution | 5,180.00 | 20,720.00 |

| TOTAL LIABILITIES | Per Period | Per Year |
|---|---|---|
| Admin Fund | 740.0000 | 2960.0000 |
| Reserve Fund | 0.0000 | 0.0000 |
| Total Per Lot Liability | 740.0000 | 2960.0000 |

**Yearly Levy By Period (Estimate Only)**

| Lot No. | | Unit Entitlement | Period | Administrative Fund | Reserve Fund | Total | |
|---|---|---|---|---|---|---|---|
| 1 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 2 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 3 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 4 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 5 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 6 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| 7 | | 1 | 1 | 740.00 | 0.00 | 740.00 | |

| Lot No. | | . Unit Entitlement | Period | Administrative Fund | Reserve Fund | Total | |
|---|---|---|---|---|---|---|---|
| | | | 2 | 740.00 | 0.00 | 740.00 | |
| | | | 3 | 740.00 | 0.00 | 740.00 | |
| | | | 4 | 740.00 | 0.00 | 740.00 | |
| | | **7** | | **20,720.00** | **0.00** | **20,720.00** | |

# Strata Company for SP No. 10590

# INCOME AND EXPENDITURE - TRANSACTION LIST

## ADMINISTRATIVE FUND

### For the period 1 September 2024 to 31 August 2025

## REVENUE

**Levy Fees - Debt recovery costs**

| Date | Invoice No. | Received from | Reference | Trans Amount | Amount |
|---|---|---|---|---|---|
| 17/02/2025 | | Lot 2 | Other Debt recovery costs<br>Lot 2 Level 1 | 3.00 | 3.00 |
| 17/02/2025 | | Lot 3 | Other Debt recovery costs<br>Lot 3 Level 1 | 3.00 | 3.00 |
| 17/05/2025 | | Lot 5 | Other Debt recovery costs<br>Lot 5 Level 1 | 3.00 | 3.00 |
| | | | ***Total for Levy Fees - Debt recovery costs*** | | **9.00** |

**Levy Fees - normal**

| Date | Invoice No. | Received from | Reference | Trans Amount | Amount |
|---|---|---|---|---|---|
| 01/11/2024 | | Lot 4 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 3 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 2 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 5 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 6 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 7 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/11/2024 | | Lot 1 | Levies - normal 01/11/2024 to 31/01/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 7 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 6 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 5 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 4 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 3 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 2 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/02/2025 | | Lot 1 | Levies - normal 01/02/2025 to 30/04/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 1 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 2 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 3 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 4 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 5 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 6 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/05/2025 | | Lot 7 | Levies - normal 01/05/2025 to 31/07/2025<br>for total Levy of $2880.00 pa | 720.00 | 720.00 |

# INCOME AND EXPENDITURE - TRANSACTION LIST (continued)

## ADMINISTRATIVE FUND

**For the period 1 September 2024 to 31 August 2025**

### REVENUE

| Date | Invoice No. | Received from | Reference | Trans Amount | Amount |
|---|---|---|---|---|---|
| 01/08/2025 | | Lot 1 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 6 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 7 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 3 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 4 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 2 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| 01/08/2025 | | Lot 5 | Levies - normal 01/08/2025 to 31/10/2025 for total Levy of $2880.00 pa | 720.00 | 720.00 |
| | | | ***Total for Levy Fees - normal*** | | **20,160.00** |

| | |
|---|---|
| **Total Administrative Fund Revenue** | **20,169.00** |

# INCOME AND EXPENDITURE - TRANSACTION LIST (continued)

## ADMINISTRATIVE FUND

### For the period 1 September 2024 to 31 August 2025

## EXPENDITURE

**Bank Fees & Charges - DEFT fees**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 31/10/2024 | None | MBL | DEFT Process Fee | 1.00 | | 1.00 |
| 29/11/2024 | None | MBL | DEFT Process Fee | 7.00 | | 7.00 |
| 31/01/2025 | None | MBL | DEFT Process Fee | 4.00 | | 4.00 |
| 28/02/2025 | None | MBL | DEFT Process Fee | 3.00 | | 3.00 |
| | | | | | ***Total for Bank Fees & Charges - DEFT fees*** | **15.00** |

**Bank Fees & Charges - account keeping fees**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 30/09/2024 | None | MBL | Service Charge Fee | 5.60 | | 5.60 |
| 31/10/2024 | None | MBL | Service Charge Fee | 5.80 | | 5.80 |
| 29/11/2024 | None | MBL | Service Charge Fee | 5.20 | | 5.20 |
| 31/12/2024 | None | MBL | Service Charge Fee | 5.40 | | 5.40 |
| 31/01/2025 | None | MBL | Service Charge Fee | 5.80 | | 5.80 |
| 28/02/2025 | None | MBL | Service Charge Fee | 5.40 | | 5.40 |
| 31/03/2025 | None | MBL | Service Charge Fee | 5.40 | | 5.40 |
| 30/04/2025 | None | MBL | Service Charge Fee | 5.40 | | 5.40 |
| 30/05/2025 | None | MBL | Service Charge Fee | 5.60 | | 5.60 |
| | | | | | ***Total for Bank Fees & Charges - account keeping fees*** | **49.60** |

**Garden/Lawn Maintenance - gutter clearing**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 13/09/2024 | WCGC12474 | West Coast Gutter Clean | Gutter cleaning | 364.00 | | 364.00 |
| 07/04/2025 | JB15052 | West Coast Gutter Clean | Gutter cleaning | 379.00 | | 379.00 |
| | | | | | ***Total for Garden/Lawn Maintenance - gutter clearing*** | **743.00** |

**Garden/Lawn Maintenance - tree/shrub trimming**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 10/01/2025 | 7554 | Jims tree and stump removal | Tree pruning adjacent to northern boundary | 2,420.00 | | 2,420.00 |
| | | | | | ***Total for Garden/Lawn Maintenance - tree/shrub trimming*** | **2,420.00** |

**General Repairs - Repairs - General**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 25/09/2024 | 64466 | JTK Property Services | Gutter (u5) and roof tile repair | 365.00 | | 365.00 |
| 03/10/2024 | 64466 | JTK Property Services | Balance of payment for invoice | 36.50 | | 36.50 |
| 15/12/2024 | 7353 | Aalan Linemarking Services | Car park line marking | 506.00 | | 506.00 |
| | | | | | ***Total for General Repairs - Repairs - General*** | **907.50** |

**Insurance Premiums**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 01/07/2025 | I00397074 | Unity Insurance Brokers | Insurance Premium | 7,214.00 | | 7,214.00 |
| | | | | | ***Total for Insurance Premiums*** | **7,214.00** |

# Strata Company for SP No. 10590

## INCOME AND EXPENDITURE - TRANSACTION LIST (continued)

### ADMINISTRATIVE FUND

**For the period 1 September 2024 to 31 August 2025**

## EXPENDITURE

**Legal Services**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 24/06/2025 | 202501178 | Bugden Allen Group Legal Pty Ltd | WH&S Legal advice | 2,666.10 | | 2,666.10 |
| | | | | | ***Total for Legal Services*** | **2,666.10** |

**Security Services - car parking management**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 08/08/2025 | 6466.09 | City of Vincent | Shire parking management fee | 300.00 | | 300.00 |
| | | | | | ***Total for Security Services - car parking management*** | **300.00** |

**Strata Manager - debt recovery**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 26/02/2025 | MF@1874713 | Scarborough Strata | Disbursements & Services | 6.00 | | 6.00 |
| 29/05/2025 | MF@1965395 | Scarborough Strata | Disbursements & Services | 3.00 | | 3.00 |
| | | | | | ***Total for Strata Manager - debt recovery*** | **9.00** |

**Strata Manager - management fees**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 30/09/2024 | MF@1725512 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 31/10/2024 | MF@1755581 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 29/11/2024 | MF@1786560 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 30/12/2024 | MF@1817141 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 30/01/2025 | MF@1845829 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 26/02/2025 | MF@1874712 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 31/03/2025 | MF@1905158 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 30/04/2025 | MF@1935982 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 29/05/2025 | MF@1965394 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 27/06/2025 | MF@1995259 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 31/07/2025 | MF@2028252 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| 29/08/2025 | MF@2057871 | Scarborough Strata | Management Fees | 301.67 | | 301.67 |
| | | | | | ***Total for Strata Manager - management fees*** | **3,620.04** |

**Strata Manager - schedule B fees**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 06/08/2025 | 1200 | Scarborough Strata | Arrange vote outside of meeting (postponed) - 1hr | 165.00 | | 165.00 |
| | | | | | ***Total for Strata Manager - schedule B fees*** | **165.00** |

**Water - charges**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 09/09/2024 | 0108 | Water Corporation | water charges | 330.33 | | 330.33 |
| 07/11/2024 | 0109 | Water Corporation | water charges | 218.22 | | 218.22 |
| 10/01/2025 | 0110 | Water Corporation | water charges | 494.49 | | 494.49 |
| 17/03/2025 | 0111 | Water Corporation | water charges | 222.22 | | 222.22 |
| 09/05/2025 | 0112 | Water Corporation | water charges | 266.27 | | 266.27 |

# Strata Company for SP No. 10590

## INCOME AND EXPENDITURE - TRANSACTION LIST (continued)

### ADMINISTRATIVE FUND

**For the period 1 September 2024 to 31 August 2025**

| Date | Invoice No. | Paid to | Reference | Trans Amount | Accrual dates | Amount |
|---|---|---|---|---|---|---|
| 10/07/2025 | 0113 | Water Corporation | water charges | 244.24 | | 244.24 |
| | | | | | ***Total for Water - charges*** | **1,775.77** |

| | |
|---|---|
| **Total Administrative Fund Expenditure** | **19,885.01** |

## Strata Company for SP No. 10590

# INCOME AND EXPENDITURE - TRANSACTION LIST

## RESERVE FUND

### For the period 1 September 2024 to 31 August 2025

**REVENUE**

| Date | Invoice No. | Received from | Reference | Trans Amount | Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |
| | | | | ***Total for*** | **0.00** |

**Total Reserve Fund Revenue** **0.00**

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 | POL11136808 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021<br>Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED | The Owners of 3 Tennivale Place North Perth Strata Plan 10590 |
| SITUATION | 3 Tennivale Place, North Perth, WA, 6006 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 19/07/2025<br>Expiry Date: 4:00pm on 19/07/2026 |
| INTERMEDIARY | Unity Insurance Brokers Pty Ltd |
| ADDRESS | PO Box 100, Osborne Park, WA, 6917 |
| DATE OF ISSUE | 01/07/2025 |

## POLICY LIMITS / SUMS INSURED

| | | | |
|---|---|---|---|
| SECTION 1 | PART A | 1. Building | $4,708,000 |
| | | Common Area Contents | $47,080 |
| | | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | PART B | Loss of Rent/Temporary Accommodation | $706,200 |
| | 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 | | $706,200 |
| 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

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.

FORM 1

STRATA PLAN 10590

Ca. MF

PARCEL OF LAND Lot 203 of Swan Loc 112. Dia. 61286.

CERTIFICATE OF TITLE : 1595/805

LOCAL AUTHORITY City of Perth.

LOCALITY North Perth. INDEX PLAN PERTH 2000 13.27

NAME OF BUILDING "Tennivale Close – East."

ADDRESS FOR SERVING OF NOTICES ON COMPANY 3 Tennivale Pl., North Perth. 6006.

90

E ONLY

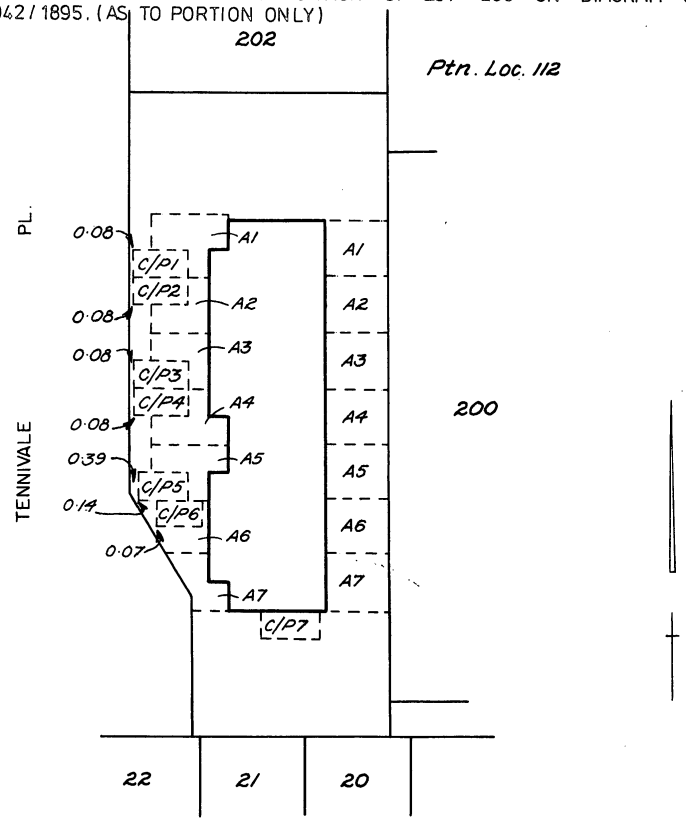
LODGED 27.5.82 53839

EXAMINED 31-5-82

REGISTERED 2-7-82 APP C 384680

REGISTRAR OF TITLES

TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER PORTION OF LOT 200 ON DIAGRAM 57149 AS SET IN TRANSFER 1042/1895. (AS TO PORTION ONLY)




Note: Areas & Carports are for exclusive use with lots as prefixed & numbered.

SCALE 1:500

| SCHEDULE OF UNIT ENTITLEMENT | | OFFICE USE ONLY CURRENT Cs. of TITLE | |
|---|---|---|---|
| LOT No. | UNIT ENTITLEMENT | VOL. | FOL. |
| 1 | 1 | 1622 | 155, |
| 2 | 1 | 1622 | 156, |
| 3 | 1 | 1622 | 157, |
| 4 | 1 | 1622 | 158, |
| 5 | 1 | 1622 | 159, |
| 6 | 1 | 1622 | 160, |
| 7 | 1 | 1622 | 161, |
| AGGREGATE | 7 | | |

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 project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.~~

DATE 24-3-82 LICENSED SURVEYOR.

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

DATE 25 MAY 1982 CHAIRMAN.

77241/6/78-2M-MS/893

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Landgate
www.landgate.wa.gov.au

C.A. 3

FORM 3

STRATA PLAN No. 10590

# CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

CITY OF PERTH, THE LOCAL AUTHORITY,

HEREBY CERTIFIES THAT:—

(1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.

(2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

## DESCRIPTION OF BUILDING:—

A brick and tile seven unit residential complex situated on Lot 203 of Swan Loc. 112 on Diagram 61286.

The address is:
"TENNIVALE CLOSE-EAST",
3 TENNIVALE PLACE,
NORTH PERTH. 6006

DATE 20 MAY 1982

~~SHIRE~~/TOWN CLERK

76962/6/78-2M-F802

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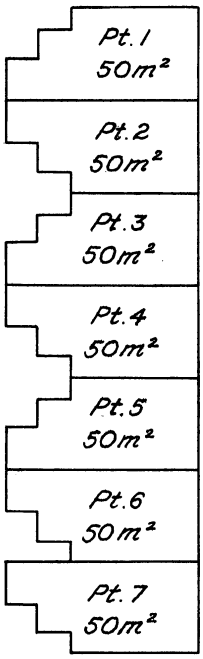
C.A. 4

SHEET No. 1 OF 2 SHEETS

STRATA PLAN No. 10590

Ground FLOOR




For other Pts. of Lots, see Sheet 2.

SCALE 1:300.

APPROVED

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

| TOWN PLANNING BOARD | LOCAL AUTHORITY City of Perth. |
|---|---|
| DATE 25 MAY 1982 CHAIRMAN | DATE 20 MAY 1982 ~~SHIRE~~ TOWN CLERK |

57295/6/76-2M-C397

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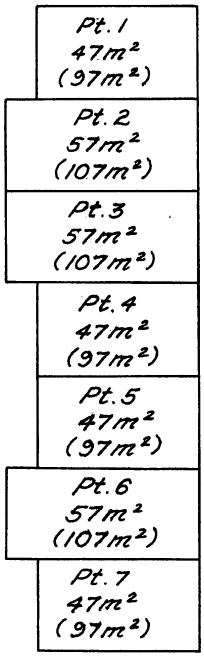
C.A. 4

SHEET No. 2 OF 2 SHEETS

STRATA PLAN No. 10590

First FLOOR




For other Pts. of Lots, see Sheet 1 .

SCALE 1:300

APPROVED

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

| TOWN PLANNING BOARD | LOCAL AUTHORITY City of Perth. |
|---|---|
| DATE 25 MAY 1982 CHAIRMAN | DATE 20 MAY 1982 ~~SHIRE~~/TOWN CLERK |

57295/6/76-2M-C397

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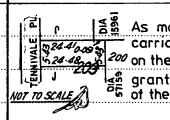
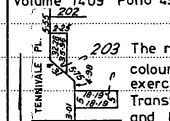
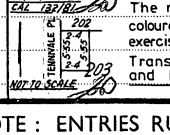
ANNEXURE 'A' OF STRATA PLAN No. 10590 REGISTRAR OF TITLES

## SCHEDULE OF REGISTERED PROPRIETORS

| REGISTERED PROPRIETOR | INSTRUMENT NATURE | INSTRUMENT NUMBER | INSTRUMENT REGIST'D | SIGNATURE OF REGISTRAR of TITLES |
|---|---|---|---|---|
| | | | | |

## SCHEDULE OF ENCUMBRANCES, ETC.

| INSTRUMENT NATURE | INSTRUMENT NUMBER | PARTICULARS | REGIST'D | SIGNATURE OF REGISTRAR of TITLES | CANCELLATION |
|---|---|---|---|---|---|
| TRANSFER | 1042 / 1895 |  As modified by Applications B 923403 and C166896. A right of carriageway over the portion of the within land coloured brown on the map in the margin as set out in the said Transfer is granted to the proprietor or proprietors for the time being of the land comprised in Volume 71 Folio 75. | | | |
| TRANSFER | A980007 | A right of carriageway over the portion of the within land coloured brown on the map in the margin above as set out in the said Transfer is granted to the proprietor or proprietors for the time being of the land comprised in Volume 1409 Folio 497. | 24·6·75 | | |
| TRANSFER | B674593 |  The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain pipeline rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 7·3·79 | | |
| TRANSFER | C29396 |  The right to enter upon the portion of the within land coloured yellow on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board | 19·11·80 | | |

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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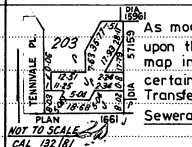
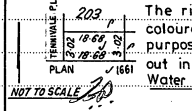
ANNEXURE 'B' OF STRATA PLAN No. 10590 REGISTRAR OF TITLES

SCHEDULE OF REGISTERED PROPRIETORS

| REGISTERED PROPRIETOR | INSTRUMENT NATURE | INSTRUMENT NUMBER | INSTRUMENT REGIST'D | SIGNATURE OF REGISTRAR of TITLES |
|---|---|---|---|---|
| | | | | |

SCHEDULE OF ENCUMBRANCES, ETC.

| INSTRUMENT NATURE | INSTRUMENT NUMBER | PARTICULARS | REGIST'D | SIGNATURE OF REGISTRAR of TITLES | CANCELLATION |
|---|---|---|---|---|---|
| TRANSFER | C 29398 |  As modified by Surrender C 235684. The right to enter upon the portion of the within land coloured grey on the map in the margin for the purpose of exercising certain sewerage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 19·11·80 | | |
| TRANSFER | C 312653 |  The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board. | 2·3·82 | | |
| NOTIFICATION | H219267 | NOTIFICATION OF CHANGE OF BY-LAWS | 9.9.99 | | |
| NOTIFICATION | I283104 | NOTIFICATION OF CHANGE OF BY-LAWS | 1.11.02 | | |
| Notification | L147118 | Notification of change of by-laws. | 23.11.09 | | |

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

63673/10/69—500—G472

# Strata Plan 10590

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 1 | 1622/155 | Registered | |
| 2 | 1622/156 | Registered | |
| 3 | 1622/157 | Registered | |
| 4 | 1622/158 | Registered | |
| 5 | 2023/3 | Registered | |
| 6 | 1622/160 | Registered | |
| 7 | 1622/161 | Registered | |

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**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..

Department of Land Information
Government of Western Australia

EXAMINED

OFFICE USE ONLY

**L147118 AE**
23 Nov 2009 08:00:00 Midland

REG $ 110.00

LODGED BY STRATA ADMINISTRATION SERVICES
ADDRESS PO BOX 1451
WANGARA WA 6947
PHONE No. (08) 9409 2806
FAX No. (08) 9409 4806
REFERENCE No.
ISSUING BOX No. 999L.

PREPARED BY AS ABOVE
ADDRESS
PHONE No. AS ABOVE
FAX No. AS ABOVE

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Form 21
2. letter
3.
4.
5.
6.

Received Items
Nos. 1-2
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

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Schedule 1 By-Law 18.
Sundry Items On Common Property For Sole Use Of A Lot
where a sundry or incidental or an item (flyscreens, door locks, light fittings, hot water units, garage doors etc) is installed on the common property subsequent or prior to the registration of this By-Law, which is solely for the exclusive use of a particular lot, the cost of maintenance, repairs, servicing and replacement of the item shall be the responsibility of the respective proprietor.

The Common Seal of the Owners of Tennivale Close - East
Strata Plan No 10590 was hereunto affixed on 27th October 2009
In the presence of –

.....
C Gee
Members of the Council

.....
B Andrijich
Members of the Council

The Owners of "Tennivale Close - East" Strata Plan 10590 COMMON SEAL

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**FORM 21**

**NOTIFICATION OF CHANGE OF BY-LAWS**

*Strata Titles Act 1985*

Section 42

The Owners of Tennivale Close – East Strata Plan No 10590 hereby certifies –

- that by resolution without dissent duly passed at a meeting of the strata company on 24th September 2009 which became unconditional on 23rd October 2009 the by-laws in Schedule 1 to the Act.

as they applied to the strata company, were amended as follows –

By amending the existing Schedule 1 By-Law 12 paragraph (3) and inserting in its place the following new paragraph:

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

- that by resolution without dissent duly passed at a meeting of the strata company on 24th September 2009 which became unconditional on 23rd October 2009 the by-laws in Schedule 1 to the Act

as they applied to the strata company, were added to as follows –

Schedule 1 By-Law 17.
Recovery of Expenses
The Strata Company reserves the right to recover from any registered proprietor of any lot within the strata scheme any expenses e.g. debt collection agency fees, strata managing agents costs, solicitors fees etc associated with any contravention of The Strata Titles Act 1985 e.g. breach of By-Laws, debt recovery etc. These expenses shall be levied to the registered proprietor of the lot, where any registered proprietor/s or resident and or their assigns and or visitors of that lot are in contravention of The Strata Titles Act 1985, as if levied in accordance with Section 36 (1) of The Strata Titles Act 1985.

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