

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.

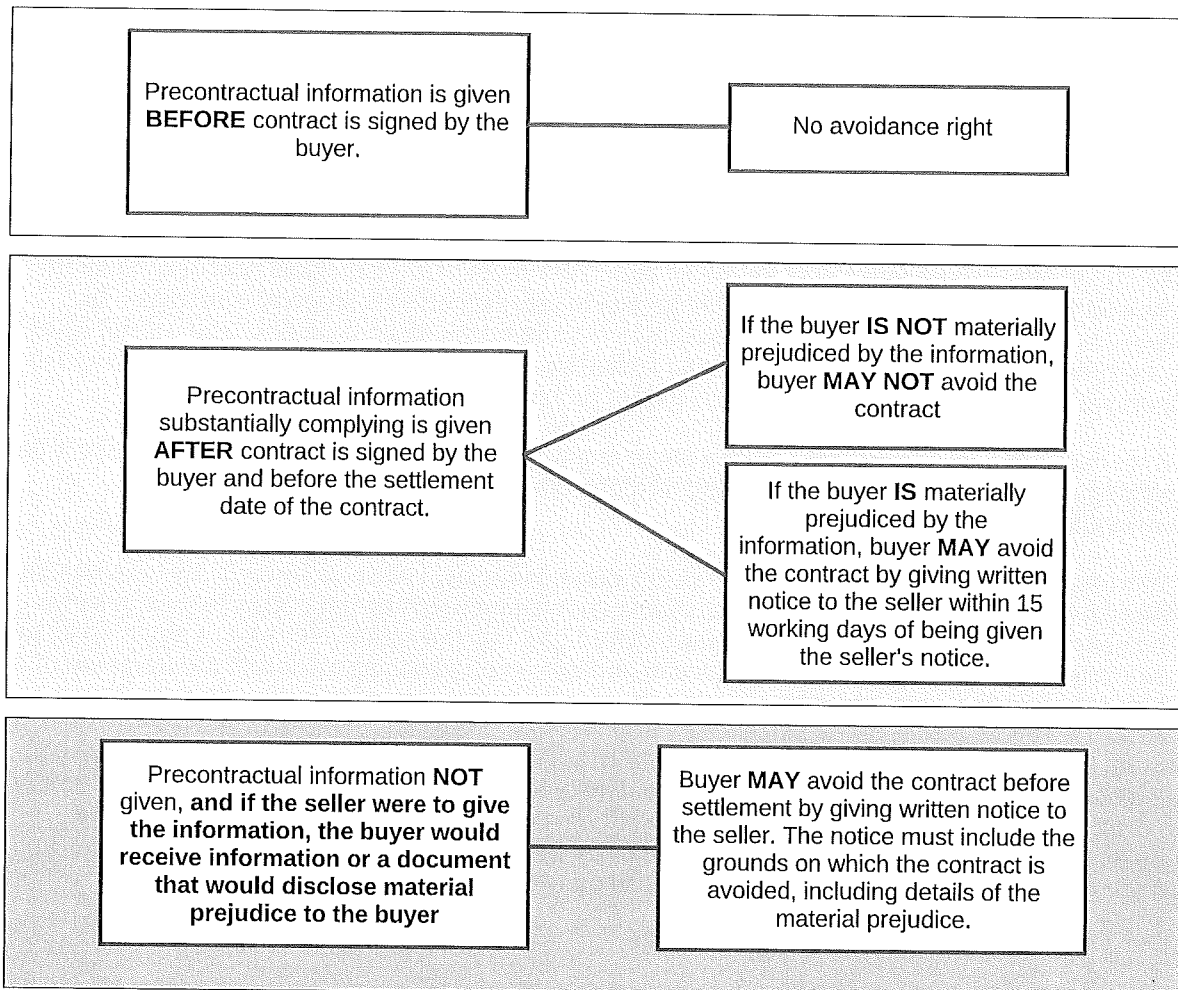
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

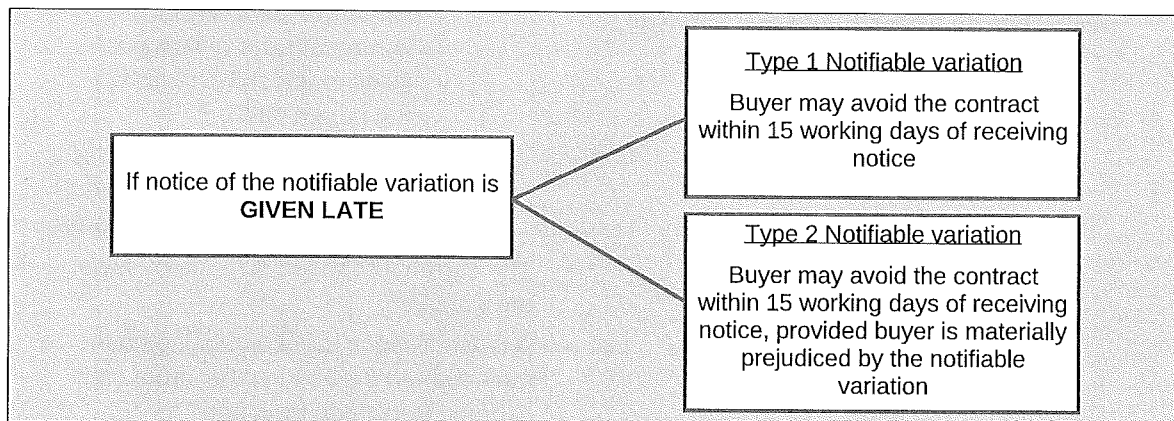
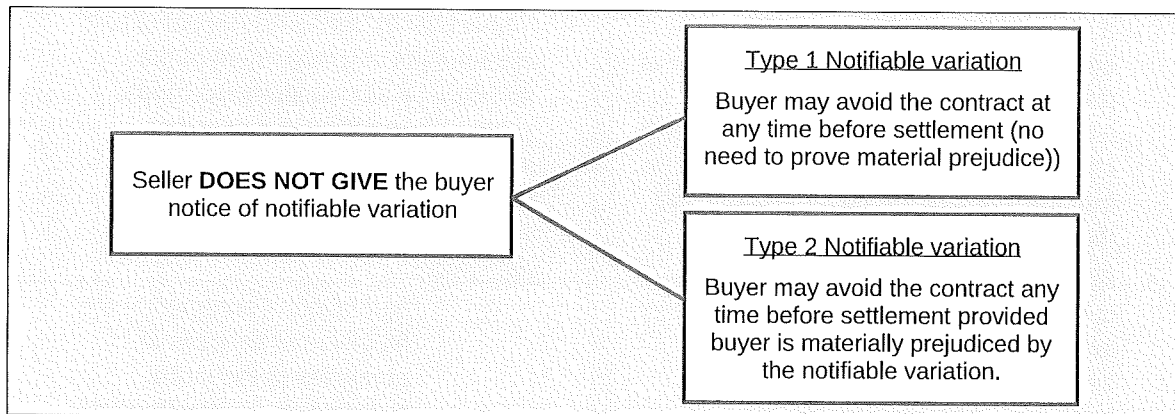
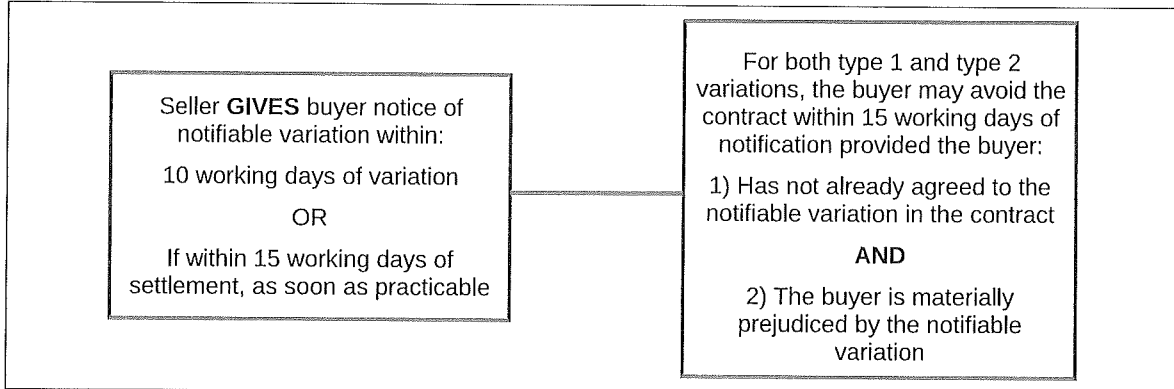
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name ROSEYFACE P/L AS TRUSTEE FOR THE ROSEYFACE UNIT TRUST

Address PO BOX 1785, MALAGA WA 6944

Telephone/mobile 0417 917 262 Email gelukl@hotmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 79 Bishop Road, Middle Swan

Name of the strata company _____

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

Name of Strata Manager _____

Address of Strata Manager _____

Telephone/Mobile _____

Email _____

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.

Att 2

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 4

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)

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

Exempt

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

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

Exempt

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

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

Additional comments: _____

Termination proposal

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

If yes, attach a copy.

Lot information (choose all that apply) Att.

This lot is on a registered scheme plan

This lot has not yet been created

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

Street address of the lot (if known)

Lot 1 on scheme plan no. 87347

(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 _____ N/A

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:	_____		_____	
Reserve fund:	_____		_____	
Other levy (attach details)	_____		_____	<u>N/A</u>

Actual Estimated total contribution for the lot \$ _____

Payable annually bi-annually quarterly other: _____

Due dates _____ on _____ on _____
_____ on _____ on _____

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. _____

N/A

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 _____

N/A

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. _____

N/A

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

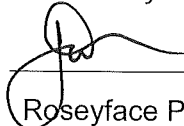
The statements by the seller and buyer relate to the following precontractual disclosures:

- **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 / We¹, 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



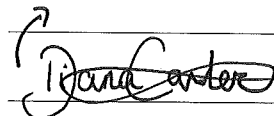
Name

Roseyface PTY LTD

Date

17/01/2025

Signature



Name

Dana Carter ROSEYFACE PTY LTD

Date

17/01/2025

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

I / We¹, the buyer/s, acknowledge that I / we¹ received Part A and Part B of the required precontractual disclosures before I / We¹ signed the contract of sale.

I / We¹ 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 / us¹.

Signature

Name

Date

Signature

Name

Date

¹ Select one.

ATTACHMENT 1

Plan Information

Tenure Type	Freehold Strata
Plan Type	Survey-Strata Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 1-5

Strata Scheme Details

Scheme Name	79 Bishop Road, Middle Swan
Lodgement of scheme by-laws	No

Parcel Address

79 BISHOP ROAD, MIDDLE SWAN

Locality and Local Government

Locality	MIDDLE SWAN
Local Government	CITY OF SWAN

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	167-23

Survey Details

Survey Method	Conventional Survey
Field Records	161134
Declared as Special Survey Area	No

Survey Certificate - Regulation 54

I hereby certify that this plan is accurate and is a correct representation of the ---
 (a) * survey; and/or
 (b) * calculations from measurements recorded in the field records;
 [* delete if inapplicable]
 undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.



Digitally signed by Armin Tuka
 Date: 2023.05.31 11:59:59 +08'00'

ARMIN TUKA
 Licensed Surveyor

Survey Organisation

Name	THE LAND DIVISION
Address	MALAGA 6090
Phone	9209 3232
Fax	9249 2551
Email	info@landdivision.com.au
Reference	23-9952 - 79 Bishop Road-2

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Parent Subject Land Description
1-5	D10035	LOT 123	461-118A	

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	RESTRICTIVE COVENANT	SEC. 129BA OF THE TLA 1893	DOC	LOT 5	CITY OF SWAN	Dwelling Restriction

NOTE: SUBJECT TO WAPC & LANDGATE AUDIT
 UNCONTROLLED VERSION



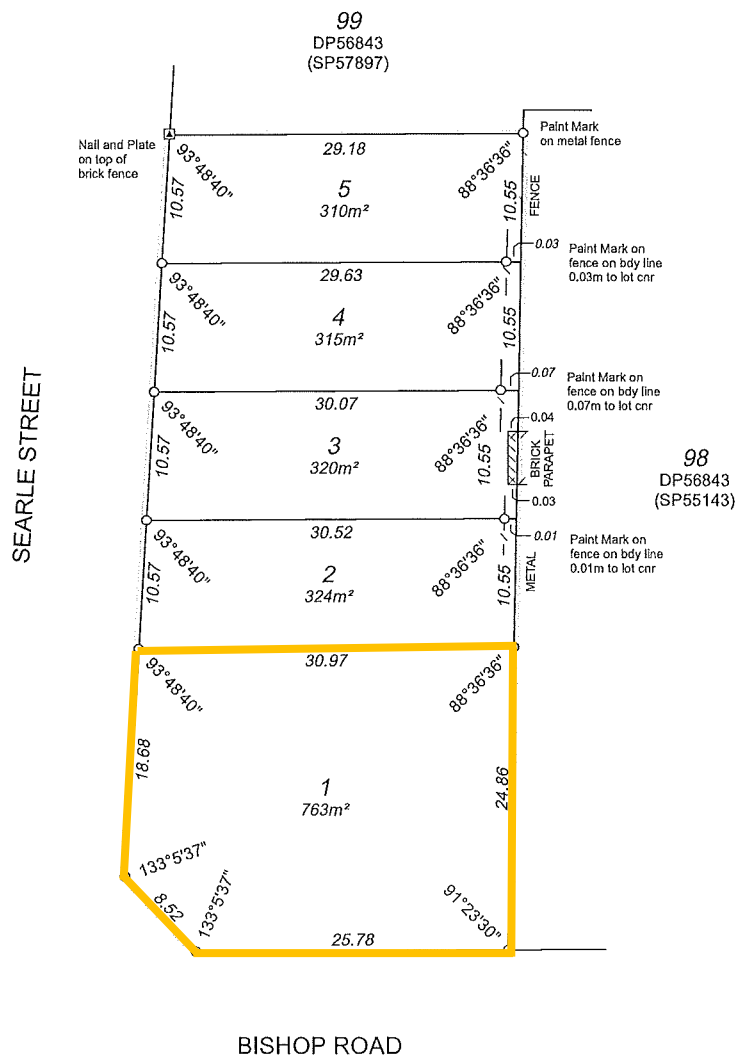
THE LAND DIVISION
 PLANNING · SUBDIVISION · SETTLEMENTS

ADDITIONAL SHEETS
 ENDORSEMENT SHEET

SHEET
 1 OF 2

VERSION NUMBER
 1

SURVEY-STRATA PLAN
87347



SCALE 1:400 @ A3
 0 20
 ALL DISTANCES ARE IN METRES



Landgate

THE LAND DIVISION
 PLANNING - SUBDIVISION - SETTLEMENTS

ADDITIONAL SHEETS
 ENDORSEMENT SHEET

SHEET SHEETS
 2 OF 2

VERSION NUMBER
 1

SURVEY-STRATA PLAN
87347



Scheme Notice

Strata Titles Act 1985

Section 29

Scheme Number: **87347**

Certificate of Title Volume/Folio Number: 461-118A

Scheme Name: **79 Bishop Road, Middle Swan**

Address for Service of the Strata Company¹:

Email address for Strata Company²:

Is this a Leasehold Scheme? Yes / No

Leasehold Scheme Term³: _____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ An address for service must be an address of a place within Australia – see section 215 of the Act.

² Optional.

³ Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



Execution

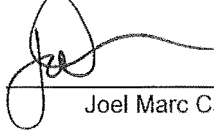
Date of Execution: 1/03/2024

Executed by ROSEYFACE PTY LTD

Signature of Director


Diana Ribeiro Carter

Signature of Director / Secretary


Joel Marc Carter

Signature of Owner⁵

Signature of Owner⁵

Full Name

Full Name

In the presence of:

In the presence of:

Witness Signature

Witness Signature

Full Name

Full Name

Address

Address

Occupation

Occupation

⁴ Witness not required when signing by a corporation under section 127 of the *Corporations Act 2001*.

⁵ To be signed by owner of the land described in the above-mentioned Certificate of Title.



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: **87347**

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ _____ (strata company); or

(b) For new schemes:

The owner(s)² **ROSEYFACE PTY LTD (ACN: 650 524 333)** of land the subject of the plan described as³ **Lot 123 on Diagram 10035**

Part 2 – Select Option

Option 1 – Voluntary Consolidation⁴

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

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

Option 2 – New Scheme

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

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

Option 3 – Application to Amend

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

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

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

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.



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

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the additions/ amendments/ repeal⁵ to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

and / or⁵

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the additions/ amendments/ repeal⁵ to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

and / or⁵

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

[Insert Governance by-law addition and by-law number here]

[Insert Governance by-law addition and by-law number here]

⁵ Select one.
Version #

Part 4 – Consolidated set of by-laws

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

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

Governance by-laws

Schedule 1 by-laws 1 to 10 are repealed and replaced with the following by-laws 1 to 8:

1. DUTIES OF OWNER

(1) The owner of a lot must -

- (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must -

- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
- (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2. CONSTITUTION OF COUNCIL

- (1) 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.
- (2) 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.

3. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL

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

4. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

- (1) Subject to sub-by-law (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-by-law (2) may act until the end of the meeting for which the person was appointed to act.

5. MEETINGS OF COUNCIL

Version #

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- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) A member of a council may appoint an owner of a lot, or an individual authorised under the Strata Titles Act 1985 section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.

6. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

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

- (a) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (b) the answering of communications addressed to the strata company.

7. 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.

8. EXEMPTION FROM CERTAIN PROVISIONS OF THE ACT

(1) The strata company shall pursuant to section 140 of the Strata Titles Act 1985 be exempt from the following designated functions -

- (a) Section 100(1)(a) the requirement for an administrative fund;
- (b) Section 101 accounting records and statement of account;
- (c) Section 104(1)(b) keep minutes of meetings (except for the first AGM);
- (d) Section 104(3)(a) a strata company letterbox;
- (e) Section 105(1) keep a roll of owners/occupiers.

(2) The strata company or an owner may convene a meeting as and when necessary by giving fourteen (14) days' notice of the meeting to all other proprietors and mortgagees setting out the general nature of the business to be discussed.

Conduct by-laws

Schedule 2 by-laws 1 to 15 are repealed.



Part 5 – By-laws of significance

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

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

By-law number(s)

Staged subdivision by-laws⁶: _____

By-law under planning (scheme by-laws) condition⁷: _____

Exclusive use by-laws⁸:
(existing and new) _____

Western Australian Planning Commission (WAPC) approval number (if applicable)⁹:

Leasehold by-laws¹⁰: _____

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- Consent of the Owner of the Leasehold Scheme¹²** to leasehold by-laws or staged subdivision by-laws
- Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.



OFFICE USE ONLY


SB - Scheme By-laws

Part 7 – Execution


1. For new schemes, owners to sign here:

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

Executed By: ROSEYFACE PTY LTD (ACN: 650 524 333)



Signature of Applicant
Joel Marc Carter – Director/Secretary
Full Name



Signature of Applicant
Diana Ribeiro Carter - Director
Full Name



OFFICE USE ONLY

SB Scheme By-laws

Lodged by:¹³ _____

Address: _____

Phone Number: _____

Fax Number: _____

Reference Number: _____

Issuing Box Number: _____

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

Prepared by: **The Land Division**

Address: **PO Box 2444 Malaga WA 6944**

Phone Number: **08 9209 3232**

Fax Number: **deanne@landdivision.com.au**

Reference Number: **22-9952 - 79 Bishop**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____

2. _____

3. _____

4. _____

5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹³ Lodging Party Name may differ from Applicant Name.



Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021

Legislation

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Unit Entitlement Schedule

Scheme Number SP87347

Scheme Address 79 Bishop Road, Middle Swan

Lot Number	Unit Entitlement
1	60
2	35
3	35
4	35
5	35

Sum of all unit entitlements of all lots in the strata titles scheme: 200

CERTIFICATE OF LICENSED VALUER

I, Darren Starcevich, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

11th March 2024

Date

Licensed Valuer Signature