

# 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:   
 Address   
 Suburb  State  Postcode

As Agent for the Seller /

**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   
 Suburb  State  Postcode   
 Lot  Deposited/Survey/Strata/Diagram/Plan  Whole / Part Vol  Folio

A **deposit** of \$  of which \$  is paid now and \$  to be paid within  days of acceptance to be held by

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

**Purchase Price**   
**Settlement Date**   
**Property Chattels** including

**GST WITHHOLDING**

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?  YES  NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable
MORTGAGE BROKER (NB: If blank, can be any) <input type="text"/>	
LATEST TIME: 4pm on: <input type="text"/>	
AMOUNT OF LOAN: <input type="text"/>	
SIGNATURE OF BUYER <input type="text"/>	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**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 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 to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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## SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

**Name**

**Address**

**Suburb**  **State**  **Postcode**

**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.

5.

Signature	Signature
<input type="text"/>	<input type="text"/>

**RECEIPT OF DOCUMENTS**

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3.

Signature	Signature
<input type="text"/>	<input type="text"/>

**CONVEYANCER** (Legal Practitioner/Settlement Agent)

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

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

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01/25

## 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 Lim Leung Felix Tsang

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

**141 Boardman Road Canning Vale WA 6155**

**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 from 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 Structural 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 **Registered Builder** ~~Consultant~~. 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

141 Boardman Road Canning Vale WA 6155

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 from 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



### Annexure 'C'

THIS ANNEXURE FORMS PART OF THE CONTRACT OF THE SALE OF THE LAND BY OFFER AND ACCEPTANCE.

The Property: 141 Boardman Road Canning Vale WA 6155

Between Seller: Lim Leung Felix Tsang

And The Buyer: \_\_\_\_\_

LIMITED WARRANTY Unless otherwise noted and agreed to by both parties, the Seller warrants that at the time of settlement the following shall be in working order:

1. Allelectrical plantand equipmentincluding, but not limitedto:
  - Electrical light fittings including globes. All power outlets (GPO's) Electrical hot water system where installed.
  - Electrical stove, cook tops, oven and range hood (excluding light and timer) where installed.
  - Exhaust fans, ceiling fans and air conditioning where installed.
  - Dishwasher is included in sale, where installed and owned by seller.
2. Allgasplant and equipmentincludingbutnot limitedto:
  - Gas hot water system where installed.
  - Gas stove, cook tops and wall oven where installed (excluding electronic ignition to cook tops, oven globe and clock)
3. All plumbing including but not limited to:
  - All water supply pipes, valves and taps excluding washers.
  - All waste water plumbing including drains and toilet cisterns.
  - All effluent disposal systems and (where installed) septic systems, leach drains.
4. In the case where the property is reticulated:
  - All pipe work, risers, sprinkler and control system timers (if automatic) to be intact and working.
  - In the event that a bore is installed; the bore casing, spear motor and pump, valves and other associated equipment. (Where water is supplied from a shared bore, a written agreement or deed must be supplied prior to settlement.)
5. All solar heating equipment and solar panels:
  - Including hot water systems (including booster) and pool heating systems where installed.
  - Any payment contracts on solar panels to be paid out at settlement.
6. In thecase wherea swimmingpoolorspa isinstalled,all associated plant and equipment including, but not limited to:
  - Motor and pumps, cleaning and filtration equipment. Heating equipment where installed.
  - Vacuum equipment including hose, fittings and robotic pool cleaner, excluding pool light.
7. In thecasewhereanalarmsystemisinstalled:
  - All electronic equipment, sensors, wiring, smoke detectors, alarm units and any other component that forms part of the electronic system, including security cameras if installed.
  - Existing monitoring contracts to be paid out by the seller prior to settlement.

8. Exclusions:

Decommissioned solar hot water systems, electric or gas hot water systems, oil and kerosene heaters, internal ducted vacuum system, intercom system, any air-conditioning units over 10 years old.

9. Disclosure of Interest: The Buyer agrees and acknowledges that RS 25 Pty Ltd T/as First National Real Estate Rs Group may have recommend the services of other companies or businesses that may have preferred supplier arrangements with FN RS Group and that FN RS Group may receive a direct or indirect financial benefit from the recommendation to those preferred suppliers. The Buyer understands that it not under any obligation to use any referred

COMPLIANCE

The Seller confirms that where applicable any pool and/or spa comply with the Act of Regulations with respect to the post 1 July 1992 standard for barriers and enclosures.

IMPROVEMENTS The seller warrants that all improvements are approved by Local and State Authorities and that no impending notice or work orders are current.

#### SIGNATURES

Seller \_\_\_\_\_

\_\_\_\_\_

Seller \_\_\_\_\_

\_\_\_\_\_

Buyer \_\_\_\_\_

\_\_\_\_\_

Buyer \_\_\_\_\_

\_\_\_\_\_

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2708 863**

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

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

*BG Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 15 ON SURVEY-STRATA PLAN 47803

TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

LIM LEUNG FELIX TSANG OF UNIT 3 21 JOY STREET MOUNT WAVERLEY VIC 3149

(T P687125 ) REGISTERED 25/8/2023

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

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR THE PURPOSE OF TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE - SEE SURVEY-STRATA PLAN 47803.
3. P687126 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 25/8/2023.

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: SP47803  
PREVIOUS TITLE: 2694-995  
PROPERTY STREET ADDRESS: 141 BOARDMAN RD, CANNING VALE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF GOSNELLS

# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

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

### Instruction for the seller

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

### Information for the buyer

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

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

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

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

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

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

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

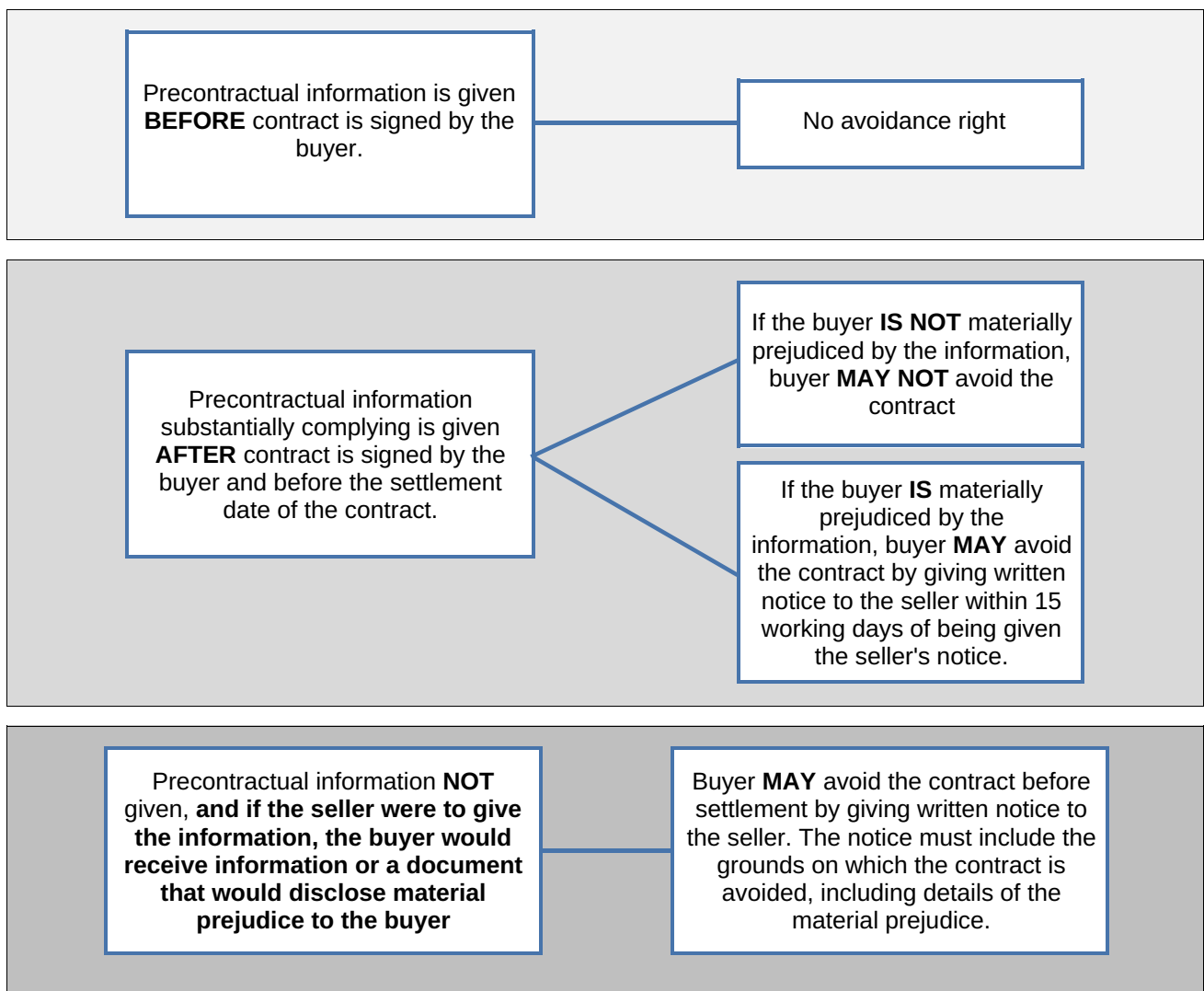
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance rights

#### **Avoidance rights for failure to give precontractual information to the buyer**

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



### **Avoidance rights for notifiable variations**

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

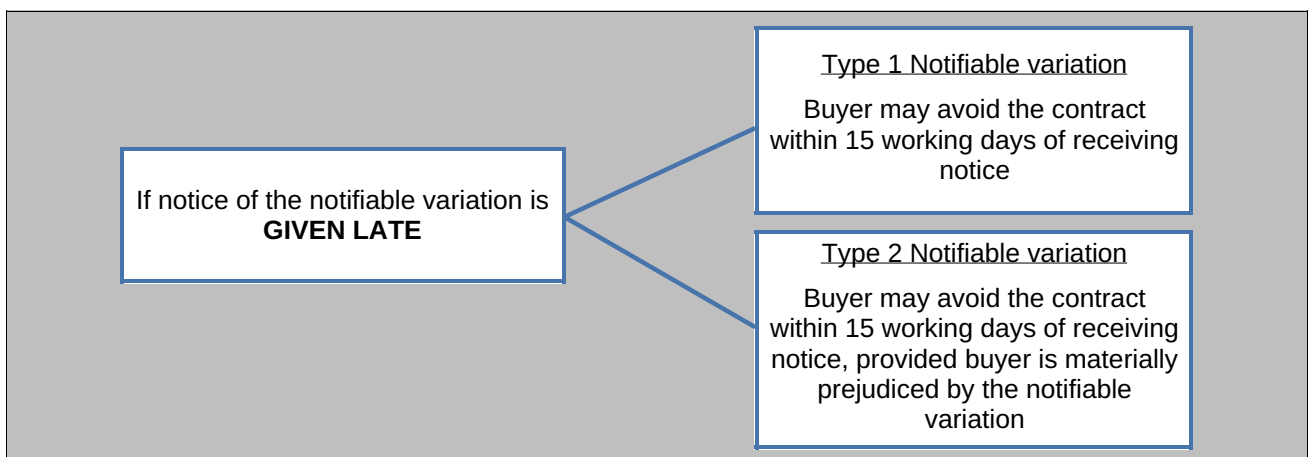
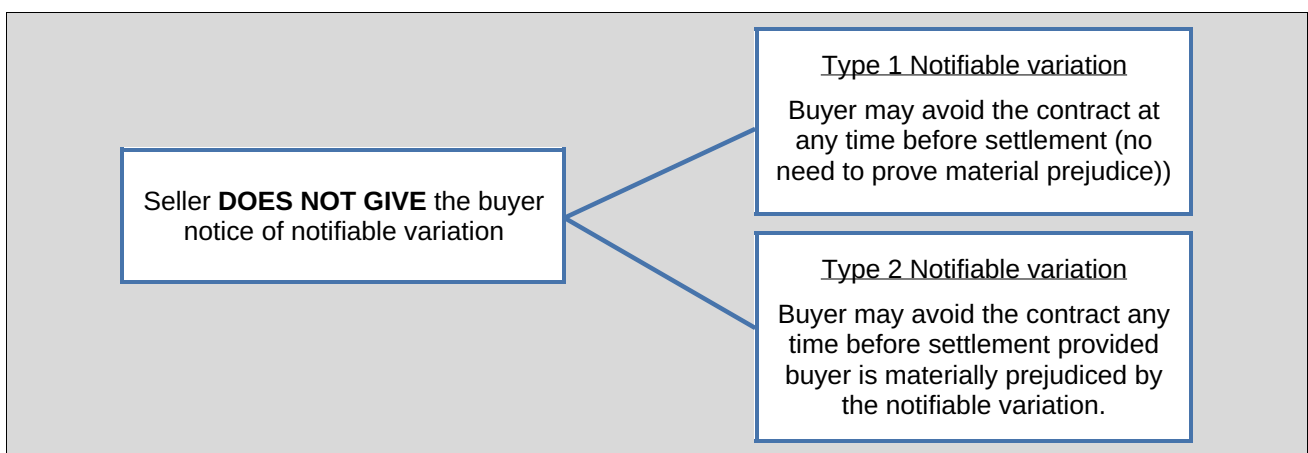
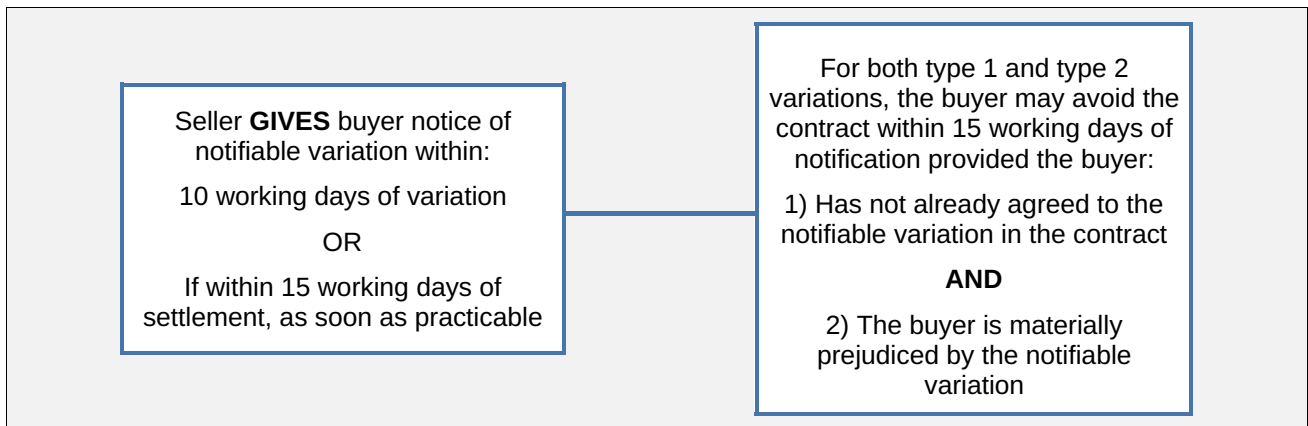
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

**Buyer's right to postpone settlement**

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

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

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

# Precontractual Disclosure Statement to the Buyer

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

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

### Personal information

#### The seller(s)

Name Lim Leung Felix Tsang

Address 3/21 Joy Street, Mount Wembley VIC 3149

Telephone/mobile \_\_\_\_\_ Email aussiefelix@hotmail.com

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

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

#### Scheme Details

Scheme name Doncaster Village

Name of the strata company Fraser Road North Canning Vale WA, 6155

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

Name of Strata Manager Pro-Active Strata Management

Address of Strata Manager 76 York Street, Subiaco

Telephone/Mobile 08 9382 8313

Email admin@proactivestrata.com.au

The status of the scheme is:

- proposed
- registered

The scheme type is:

- strata
- survey-strata

The tenure type is

- freehold
- leasehold

~~For leasehold only:~~

~~The scheme has a term of \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days commencing on registration of the scheme \_\_\_\_\_~~

~~If there is a registered scheme notice, the expiry day for the leasehold scheme is \_\_\_\_\_~~

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

~~Att~~

**Scheme Documents (must be attached)**

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

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

A copy of the scheme by-laws Att 3

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

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

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

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

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

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

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

**Minutes (choose one option)**

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

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

A statement of why the seller has been unable to obtain the minutes \_\_\_\_\_

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

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

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

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

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

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

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

### 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)

141 Boardman Road Canning Vale WA 6155

Lot 15 on scheme plan no. 47803

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

### Voting right restrictions

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

If yes, describe the restriction \_\_\_\_\_

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

### Exclusive use by-laws

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

If yes, please give details \_\_\_\_\_

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

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

Contributions that have been determined within the previous 12 months

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

	<b>Actual (\$)</b>	<b>OR</b>	<b>Estimated (\$) 12 months after the proposed settlement date</b>
Administrative fund:	<u>\$1,071.20</u>		_____
Reserve fund:	<u>\$52</u>		_____
Other levy (attach details)	_____		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>1,123.20</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other:	_____		
Due dates <u>\$280.80</u> on <u>1/02/2026</u>	_____	on	_____
<u>\$280.80</u> on <u>1/05/2026</u>	_____	on	_____

Att 6

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

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

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

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?  no  yes

If yes, attach details including terms and conditions. \_\_\_\_\_

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

### Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?  no  yes



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

no  yes

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

~~Additional comments:~~

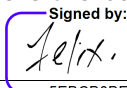
## Acknowledgement by seller and buyer

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

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

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

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

Signed by:  
 Signature   
5EBCB0BF9BD7482...

Name Lim Leung Felix Tsang

Date 20-01-26

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

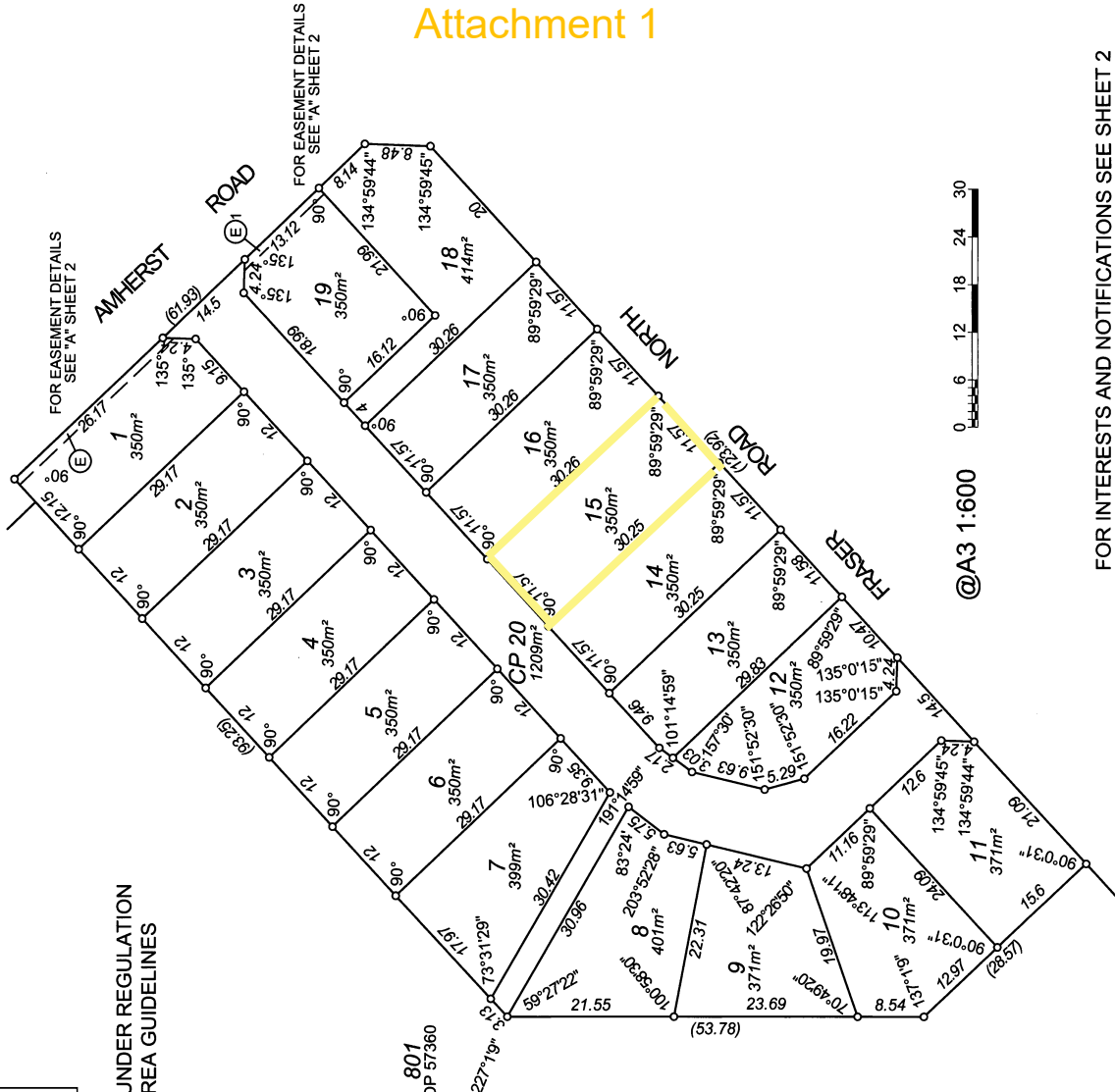
Date \_\_\_\_\_

<sup>1</sup> Select one.

HELD BY LANDGATE  
IN DIGITAL FORM ONLY.

ORIGINAL

# Attachment 1



SURVEY CARRIED OUT UNDER REGULATION  
26A SPECIAL SURVEY AREA GUIDELINES

VER.	2	AMENDMENT	AUDIT REQUIREMENTS	AUTHORISED BY	GAL	DATE	21/08/08
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**SURVEYORS CERTIFICATE - Reg 54**  
**GEOFF LOCKHART**  
I, the undersigned, being a duly Licensed Surveyor, hereby certify that this plan is accurate and is a correct representation of the land shown thereon.  
(a) "survey and/or measurements"  
(b) "calculations from measurements"  
(c) "details of measurements"  
(d) "details of measurements" in relation to which I am registered with the relevant appropriate authority.  
Geoff Lockhart  
Licensed Surveyor  
Date

SURVEY-STRATA PLAN <h1>47803</h1> SHEET 1 OF 2 SHEETS		PLAN OF LOT 9001 ON DP 57360		CERTIFICATE OF TITLE Vol. 2694 Fol. 995		LOCAL GOVERNMENT CITY OF GOSNELLS		INDEX PLAN BG 34 (2) 17.11		FIELD BOOK 103287		SCALE SEE PLAN		NAME OF SCHEME DONCASTER VILLAGE		ADDRESS OF PARCEL FRASER ROAD NORTH CANNING VALE WA, 6155		MANAGEMENT STATEMENT YES <input type="radio"/> NO <input checked="" type="radio"/>		LODGED CERTIFIED CORRECT 25.8.2008 COR. FILE 3387-2005 Vol.9 p.127		DATE 25-JUL-08		FEE PAID \$1277.00		ASSESS No. 4109689		FOR REGISTRAR OF TITLES DATE 17.12.2018		REGISTERED APPLICATION 23.1.09 DATE		REGISTERED REGISTRAR OF TITLES SEAL REGISTRAR OF TITLES		WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF. 1625-07 Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985		17.12.08 DATE		Landgate Western Australian Land Information Authority	
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**JBA SURVEYS**  
 12B Pepler Ave, Saller Point WA 6152  
 Ph: 9450 7168 Fax: 9450 7199  
 email: mail@jbasurveys.com.au  
 web: www.jbasurveys.com.au

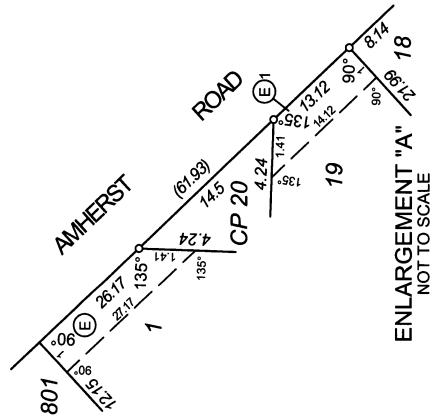
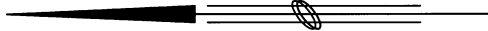
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2  
 Our Ref: 6494 47803.CSD

SURVEY-STRATA PLAN

**47803**

SHEET 2 OF 2 SHEETS

ORIGINAL



Our Ref: 6494

INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(E)	EASEMENT (TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE)	SEC 136C TO THE TLA	THIS PLAN	LOT 1	LOTS 2 - 19	
(E)1	EASEMENT (TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE)	SEC 136C TO THE TLA	THIS PLAN	LOT 19	LOT 18	



12B Pepler Ave. Salter Point WA 6152  
 Ph: 9450 7188 Fax: 9450 7199  
 email: mail@basurveys.com.au  
 web: www.basurveys.com.au

# Attachment 2

## FORM 3

SURVEY-STRATA PLAN No. <span style="float: right;">47803</span>							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	52	2708	849	16	52	2708	864
2	52	2708	850	17	52	2708	865
3	52	2708	851	18	52	2708	866
4	52	2708	852	19	52	2708	867
5	52	2708	853	CP20	COMMON PROPERTY		
6	52	2708	854				
7	55	2708	855				
8	55	2708	856				
9	54	2708	857				
10	54	2708	858				
11	54	2708	859				
12	52	2708	860				
13	52	2708	861				
14	52	2708	862				
15	52	2708	863	Aggregate	1,000		

**DESCRIPTION OF PARCEL**

LOT 9001 ON DP 57360

**CERTIFICATE OF LICENSED VALUER  
SURVEY-STRATA**

I, **Kevin L Eaton AAPI**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

05-Jun-2008

Date

Digitally signed by K.L.Eaton AAPI  
DN: CN = K.L.Eaton AAPI, C = AU, O = Valuations WA, OU = Valuations WA  
Reason: I am the author of this document  
Date: 2008.06.04 12:33:18 +08'00'

Signed







# Survey Strata Plan 47803

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2708/849	Registered	
2	2708/850	Registered	
3	2708/851	Registered	
4	2708/852	Registered	
5	2708/853	Registered	
6	2708/854	Registered	
7	2708/855	Registered	
8	2708/856	Registered	
9	2708/857	Registered	
10	2708/858	Registered	
11	2708/859	Registered	
12	2708/860	Registered	
13	2708/861	Registered	
14	2708/862	Registered	
15	2708/863	Registered	
16	2708/864	Registered	
17	2708/865	Registered	
18	2708/866	Registered	
19	2708/867	Registered	
20	N/A	Registered	

## Attachment 3 - 1 of 2

### 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-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[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.

- (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 –
- if the member dies or ceases to be an owner or co-owner of a lot; or
  - on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - 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
  - 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
  - if the member is removed from office under sub-by-law (8); or
  - 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-by-law (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-by-law: 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 –

- 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.
- 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.
- A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
  - in writing, and furnished to the chairperson at the meeting; or
  - orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 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-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and –
- (a) that number equals the number of votes recorded in favour of any other candidate; and
  - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[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-by-law (1) unless the person is a member of the council; and
  - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens –
  - (a) the person ceases to be a member of the council under by-law 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-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

[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 –
- 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
  - 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 –

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

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

## 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.]

## 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.]

**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.]



**OFFICE USE ONLY**

**Q408622 SB**

02 May 2025 15:02:22 Perth



**SB** Scheme By-laws

Lodged by:<sup>17</sup> **Chalmers Legal Studio**

Address: **7/82 King Street, Perth WA 6000**

Phone Number: **9360 4100**

Email Address: **corporate@chalmerslegalstudio.com.au**

Reference Number: **48457T**

Issuing Box Number: **999L**

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

---

Prepared by: **Chalmers Legal Studio**

Address: **7/82 King Street, Perth WA 6000**

Phone Number: **9360 4100**

Email Address: **corporate@chalmerslegalstudio.com.au**

Reference Number: **48457T**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**OFFICE USE ONLY**

Landgate Officer

0

Number of Items Received:

\_\_\_\_\_



Landgate Officer Initial:

\_\_\_\_\_

<sup>17</sup> Lodging Party Name may differ from Applicant Name.  
Version 1

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





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

Common Seal<sup>13</sup>

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

The common seal of<sup>14</sup>

**The Owners of Doncaster Village Survey Strata Scheme  
47803**

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



[AFFIX COMMON SEAL HERE]

Member of Council<sup>15</sup>:

Member of Council<sup>15</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

OR

Not executed under Common Seal<sup>13</sup>

Date of Execution: 29/4/25

Signed for and on behalf of<sup>14</sup> **The Owners of Doncaster Village Survey Strata Scheme 47803**  
in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council /  Strata Manager of  
strata company<sup>16</sup>:

Member of Council /  Strata Manager of  
strata company<sup>16</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rebecca Fabjanski  
Full Name

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

<sup>13</sup> See SIG-14 for execution of documents by a strata company.

<sup>14</sup> Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

<sup>15</sup> The common seal must be witnessed by 2 members of council.

<sup>16</sup> Select whichever is applicable.

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



**Part 7 – Execution**

**1. For new schemes, owners to sign here:**

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

[Insert corporation clause here, if applicable]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

In the presence of:

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

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



## **Part 6 – Accompanying documents**

[Select those documents to be lodged as evidence]

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

---

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

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

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



**Part 5 – By-laws of significance**

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

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

By-law number(s)

**Staged subdivision by-laws<sup>6</sup>: Not Applicable**

**By-law under planning (scheme by-laws) condition<sup>7</sup>: Not Applicable**

**Exclusive use by-laws<sup>8</sup>: (existing and new) Not Applicable**

Western Australian Planning Commission (WAPC) approval number (if applicable)<sup>9</sup>:

**Leasehold by-laws<sup>10</sup>: Not Applicable**

\_\_\_\_\_

<sup>6</sup> Refer *Strata Titles Act 1985* section 42.

<sup>7</sup> Refer *Strata Titles Act 1985* section 22.

<sup>8</sup> Refer *Strata Titles Act 1985* section 43.

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

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

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



**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**

**Refer to Schedule 1 Governance By-laws 1 to 18 in Attachment 1**

**Conduct by-laws**

**Refer to Schedule 2 Conduct By-laws 1 to 21 in Attachment 1**



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/  repeal<sup>5</sup> 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 /  or<sup>5</sup>

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/  repeal<sup>5</sup> 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 /  or<sup>5</sup>

By ordinary resolution passed on **23/04/2025** 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).

**18. FINANCIAL YEAR**

18.1 The financial year for the Strata Company is the period of 12 months ending on 30<sup>th</sup> April.

<sup>5</sup> Select one.

Version 1

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



# Scheme By-laws

*Strata Titles Act 1985 (STA)*  
Part 4 Division 4

Scheme Number: **47803**

## **Part 1 – Applicant**

### **(a) For existing schemes:**

The Owners of<sup>1</sup> **Doncaster Village Survey Strata Scheme 47803** (strata company); or

### **(b) For new schemes:**

The owner(s)<sup>2</sup> \_\_\_\_\_ of land the subject of the plan described as<sup>3</sup>  
\_\_\_\_\_

## **Part 2 – Select Option**

### **Option 1 – Voluntary Consolidation<sup>4</sup>**

[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)*

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

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

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

<sup>4</sup> 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.



independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law. '

- 20.2 Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties have not resolved the dispute within fourteen days, then the provisions of this by-law shall apply.
- 20.3 A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in this by-law.
- 20.4 The Dispute Notice must state:
- 20.4.1 what is in dispute;
  - 20.4.2 the arguments of the party giving the Dispute Notice, and
  - 20.4.3 what should be done to rectify the dispute.
- 20.5 The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- 20.6 If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- 20.7 The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- 20.8 Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- 20.9 During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- 20.10 Subject to the parties' rights under the Act, any settlement reached by the parties will be final and binding on the parties. The Independent Person may determine which party or parties pay the costs of and incidental to the resolution of the dispute.

## **21. HOUSE RULES**

- 21.1 The elected council may make house rules from time to time for the orderly conduct and use of common property from time to time for -
- 21.1.1 control of the vehicle access way;
  - 21.1.2 rubbish bins on rubbish collection day;
  - 21.1.3 any other activities or use of the common property;

provided such house rules shall be to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, tenants and occupiers and that they do not conflict with the by-laws

the purposes of this by-law "other vehicle" means, trailers, caravans, camper vans, boats on trailers, motor vehicles used for commercial purposes, motor cycles and any other related type of vehicle.

#### **14. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME**

- 14.1 No motor vehicle will exceed a speed limit of ten (10) kilometres per hour while travelling within the parcel and it shall be the responsibility of all registered proprietors, occupiers and tenants to ensure this by-law is adhered to by all motor vehicles entering the scheme.

#### **15. VEHICLES WITHIN A LOT**

- 15.1 A proprietor, occupier or other resident shall -

- 15.1.1 use only the garage or carport area of their lot for vehicle parking;
- 15.1.2 other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the lots or the common property.
- 15.1.3 not be permitted to allow unlicensed vehicles or car wrecks on the parcel.

#### **16. AIR CONDITIONERS**

- 16.1 A proprietor may only install an air conditioning unit on their lot that is of a quality and standard that contains noise abatement features that will minimise the noise from the compressors or motors.
- 16.2 The motorised external component of an air conditioning system must be located in a position so as not to disturb the peaceful enjoyment of the proprietors of the neighbouring lots.
- 16.3 The proprietor of a lot installing an air conditioner shall prior to installing an air conditioner, obtain the written consent of the abutting lot proprietors. Such consent shall not be unreasonably withheld.

#### **17. MAINTENANCE OF COMMON PROPERTY LOT 20, ENTRY AND STREETScape**

Moved to Schedule 1 Governance By-law 16

#### **18. BUILDINGS, GARDENS AND LANDSCAPING WITHIN A LOT**

Moved to Schedule 1 Governance By-law 17

#### **19. PEACEFUL ENJOYMENT**

- 19.1 A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.
- 19.2 A proprietor, occupier or other residents shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.

#### **20. DISPUTE RESOLUTION PROCEDURE**

- 20.1 Should a dispute arise in relation to the operation of the strata company or these by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an

**7. STORAGE OF INFLAMMABLE LIQUIDS ETC.**

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

**8. GARBAGE DISPOSAL**

8.1 An owner or occupier of a lot must:

8.1.1 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;

8.1.2 comply with all local laws relating to the disposal of garbage;

8.1.3 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.

**9. ADDITIONAL DUTIES OF OWNERS AND OCCUPIERS**

9.1 An owner or occupier of a lot must not:

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

9.1.2 make undue noise in or about the lot or common property; or

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

**10. NOTICE OF ALTERATION TO LOT**

10.1 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.

**11. APPEARANCE OF LOT**

11.1 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.

**12. DECORATION OF, AND AFFIXING ITEMS TO, INNER SURFACE OF LOT**

12.1 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.

**13. PARKING ON COMMON PROPERTY LOT 20**

13.1 It is essential that the vehicle access way is at all times clear to allow unimpeded access and egress to any lot. Except for the designated visitor's car parking bays, a proprietor, occupier, other resident of a lot or a visitor to a lot shall not at any time, park or stand a motor vehicle or other vehicle either wholly or partly upon common property lot 20, without the prior written consent of the strata company. For

## SCHEDULE 2 CONDUCT BY-LAWS

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### 1. VEHICLES AND PARKING

- 1.1 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. USE OF COMMON PROPERTY

- 2.1 An owner or occupier of a lot must:

- 2.1.1 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
- 2.1.2 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
- 2.1.3 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
- 2.1.4 not obstruct lawful use of common property by any person.

### 3. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

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

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

### 4. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

### 5. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY

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

### 6. DRYING OF LAUNDRY ITEMS AND SIGNAGE

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

- 6.1.1 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
- 6.1.2 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.

**15. QUORUM**

Deleted

**16. MAINTENANCE OF COMMON PROPERTY LOT 20, ENTRY AND STREETScape**

16.1 It is intended that the appearance of, the street scape and entry to the scheme be maintained to a satisfactory standard. The maintenance of the verges on Amherst Road and Fraser Road North and crossovers that forms part of the verge and entry will be the responsibility of the strata company. These ongoing maintenance costs will be included in the annual strata company budget.

**17. BUILDINGS, GARDENS AND LANDSCAPING WITHIN A LOT**

17.1 A proprietor occupier or other resident of a lot shall at his, her or its costs, maintain any buildings and structures within his, her or its lot and keep the grounds within their lot to a reasonable and acceptable standard.

17.2 In the event that a proprietor, or occupier does not maintain the buildings, structures, gardens and landscaping within his, her or its lot, to a standard that in the opinion of the strata company is satisfactory, then the strata company may serve a notice on the proprietor requesting the gardens and landscaping be reinstated to a standard acceptable by the strata company within 28 days of receipt of the notice.

17.3 Should the proprietor or occupier not comply with the notice the strata company shall seek an order from the State Administrative Tribunal for breaching the strata company by-laws and for the imposition of a maximum fine of \$400.

**18. FINANCIAL YEAR**

18.1 The financial year for the Strata Company is the period of 12 months ending on 30<sup>th</sup> April.

- 10.1.2 any building or building addition, without a building license issued by the City of Gosnells;
- 10.1.3 if required, any building or building addition without the approval of the strata company obtained in accordance with sections 7 A and 7B of the Strata Titles Act 1985;
- 10.1.4 any building or landscaping which does not comply with the terms of any Detailed Area Plan issued by the City of Gosnells including any provisions in such a development approval as to design requirements.
- 10.2 The proprietors of lots 18 and 19 acknowledge and agree that they have been advised -of the need to conform to the Detailed Area Plan and have been provided with a copy of this plan. The strata company shall at all times retain a copy of this plan in the strata company records and will provide a copy to purchasers as part of the disclosure requirements of section 43 of the Act.
- 10.3 The proprietors acknowledge that some services that are common to all lots may be located within, or partly within a lot and that they will not remove or interfere with these services.
- 10.4 The construction of buildings on the lots may be in stages determined by the original proprietor. All efforts will be made to cause as little inconvenience as possible to the occupiers of other dwellings on parcel.
- 10.5 The original proprietor will, as part of the building process, install all paving, drainage and landscaping on common property lot 20. The original proprietor shall determine when these fixtures and fittings are to be installed. The timing of the installation is dependent on the completion of building construction on the survey-strata lots so that the fixtures and fittings on common property lot 20 are not damaged by the building construction process.

## **11. STRATA COMPANY'S INSURANCE OBLIGATIONS**

- 11.1 The strata company shall be responsible at all times and at its cost to -
- 11.1.1 insure the common property lot 20 and all its fixtures and fittings contained within the common property lots for replacement value;
- 11.1.2 insure the common property for public liability in accordance with the requirements of the Act.
- 11.2 The proprietor of a lot shall be responsible at his, her or its cost to insure the buildings contained within its lot for building replacement value and any other appropriate insurance cover.

## **12. RESERVE FUND**

- 12.1 The strata company shall administer a reserve fund in accordance with section 36 (2) of the Strata Titles Act 1985 for the purpose of accumulating funds to meet capital expenses of the strata company likely to arise in the future including obligations in relation to the common property lot 39. The strata company shall review this contribution and may decide to allocate this money for other purposes.

## **13. DISPUTE RESOLUTION PROCEDURE**

Move to Schedule 2 Conduct By-law 20

## **14. HOUSE RULES**

Move to Schedule 2 Conduct By-law 21

- 7.2.2 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
- 7.2.3 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.
- 7.3 A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- 7.4 An owner of a lot or individual may be appointed under sub-bylaw 7.3 whether or not that person is a member of the council.
- 7.5 If a person appointed under sub-bylaw 7.3 is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

## **8. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY**

- 8.1 The powers and duties of the secretary of a strata company include:
- 8.1.1 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
- 8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- 8.1.3 the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- 8.1.4 the answering of communications addressed to the strata company; and
- 8.1.5 the calling of nominations of candidates for election as members of the council; and
- 8.1.6 subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

## **9. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY**

- 9.1 The powers and duties of the treasurer of a strata company include —
- 9.1.1 the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- 9.1.3 the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- 9.1.4 the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

## **10. ARCHITECTURAL AND LANDSCAPING GUIDELINES**

- 10.1 The proprietor of a lot shall not construct, erect or install, or permit to be constructed or erected or installed on a lot -
- 10.1.1 any dwelling or building addition without the prior written approval of the original proprietor or their nominee, whilst ever the original proprietor is a registered proprietor of a lot in the survey-strata scheme;

4.1.9.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,

as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

## **5. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL**

5.1 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.

5.2 A person:

5.2.1 must not be appointed to an office referred to in sub-bylaw 5.1 unless the person is a member of the council; and

5.2.2 may be appointed to 1 or more of those offices.

5.3 A person appointed to an office referred to in sub-bylaw 5.1 holds office until the first of the following events happens:

5.3.1 the person ceases to be a member of the council under by-law 3.7;

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

5.3.3 another person is appointed by the council to hold that office.

5.4 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 5.1, other than a vacancy arising under by-law 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

## **6. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY**

6.1 Subject to sub-bylaw 6.2, the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

6.2 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.

6.3 A person appointed under sub-bylaw 6.2 may act until the end of the meeting for which the person was appointed to act.

## **7. MEETINGS OF COUNCIL**

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

7.2 The council may:

7.2.1 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

- 4.1.1 The meeting must determine, in accordance with the requirements of by-law 3.3 the number of persons of whom the council is to consist.
- 4.1.2 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.
- 4.1.3 A nomination is ineffective unless supported by the consent of the nominee to the nomination, given:
- 4.1.3.1 in writing, and furnished to the chairperson at the meeting; or
- 4.1.3.2 orally by a nominee who is present at the meeting in person or by proxy.
- 4.1.4 When no further nominations are forthcoming, the chairperson:
- 4.1.4.1 if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3.3, must declare those candidates to be elected as members of the council;
- 4.1.4.2 if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- 4.1.5 If a ballot is to be held, the chairperson must:
- 4.1.5.1 announce the names of the candidates; and
- 4.1.5.2 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.
- 4.1.6 A person who is entitled to vote must complete a valid ballot form by:
- 4.1.6.1 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
- 4.1.6.2 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
- 4.1.6.3 signing the ballot form; and
- 4.1.6.4 returning it to the chairperson.
- 4.1.7 The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- 4.1.8 Subject to sub-bylaw 4.1.9, candidates, being equal in number to the number of members of the council determined in accordance with by-law 3.3, who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- 4.1.9 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 4.1.8 and:
- 4.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and

- 3.3 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.
- 3.4 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.
- 3.5 If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- 3.6 Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- 3.7 A member of the council vacates office as a member of the council:
- 3.7.1 if the member dies or ceases to be an owner or co-owner of a lot; or
  - 3.7.2 on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - 3.7.3 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
  - 3.7.4 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
  - 3.7.5 if the member is removed from office under sub-by-law 3.6; or
  - 3.7.6 if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- 3.8 The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- 3.9 Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- 3.10 The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- 3.11 All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

#### **4. ELECTION OF COUNCIL AT GENERAL MEETING**

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

## SCHEDULE 1 GOVERNANCE BY-LAWS

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### 1. DUTIES OF OWNER

1.1 The owner of a lot must:

1.1.1 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;

1.1.2 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.

1.2 The owner of a lot must:

1.2.1 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

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

### 2. POWER OF STRATA COMPANY REGARDING SUBMETERS

2.1 If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub by-law 2.3, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.

2.2 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.

2.3 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.

2.4 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.

### 3. CONSTITUTION OF COUNCIL

3.1 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.

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

10.	NOTICE OF ALTERATION TO LOT .....	9
11.	APPEARANCE OF LOT .....	9
12.	DECORATION OF, AND AFFIXING ITEMS TO, INNER SURFACE OF LOT .....	9
13.	PARKING ON COMMON PROPERTY LOT 20 .....	9
14.	SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME .....	10
15.	VEHICLES WITHIN A LOT .....	10
16.	AIR CONDITIONERS .....	10
17.	MAINTENANCE OF COMMON PROPERTY LOT 20, ENTRY AND STREETScape .....	10
18.	BUILDINGS, GARDENS AND LANDSCAPING WITHIN A LOT .....	10
19.	PEACEFUL ENJOYMENT .....	10
20.	DISPUTE RESOLUTION PROCEDURE.....	10
21.	HOUSE RULES.....	11

# ATTACHMENT 1 TO SCHEME BY-LAWS – APPLICATION TO AMEND

## CONTENTS

NO.	DESCRIPTION	PAGES
	<b>SCHEDULE 1 GOVERNANCE BY-LAWS.....</b>	<b>1</b>
1.	DUTIES OF OWNER.....	1
2.	POWER OF STRATA COMPANY REGARDING SUBMETERS.....	1
3.	CONSTITUTION OF COUNCIL .....	1
4.	ELECTION OF COUNCIL AT GENERAL MEETING .....	2
5.	CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL .....	4
6.	CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY .....	4
7.	MEETINGS OF COUNCIL.....	4
8.	POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY.....	5
9.	POWERS AND DUTIES OF TREASURER OF STRATA COMPANY .....	5
10.	ARCHITECTURAL AND LANDSCAPING GUIDELINES.....	5
11.	STRATA COMPANY'S INSURANCE OBLIGATIONS .....	6
12.	RESERVE FUND.....	6
13.	DISPUTE RESOLUTION PROCEDURE.....	6
14.	HOUSE RULES.....	6
15.	QUORUM .....	7
16.	MAINTENANCE OF COMMON PROPERTY LOT 20, ENTRY AND STREETSCAPE.....	7
17.	BUILDINGS, GARDENS AND LANDSCAPING WITHIN A LOT .....	7
18.	FINANCIAL YEAR .....	7
	<b>SCHEDULE 2 CONDUCT BY-LAWS.....</b>	<b>8</b>
1.	VEHICLES AND PARKING .....	8
2.	USE OF COMMON PROPERTY .....	8
3.	DAMAGE TO LAWNS ETC. ON COMMON PROPERTY .....	8
4.	BEHAVIOUR OF OWNERS AND OCCUPIERS.....	8
5.	DEPOSITING RUBBISH ETC. ON COMMON PROPERTY .....	8
6.	DRYING OF LAUNDRY ITEMS AND SIGNAGE.....	8
7.	STORAGE OF INFLAMMABLE LIQUIDS ETC.....	9
8.	GARBAGE DISPOSAL.....	9
9.	ADDITIONAL DUTIES OF OWNERS AND OCCUPIERS.....	9

# Attachment 4

The Owners of Doncaster Village  
91 Amherst Road  
CANNING VALE 6155 WA

Strata Plan 47803

## NOTICE OF ANNUAL GENERAL MEETING

Dated: 13/05/2025

Pursuant to Section 127 of the Strata Titles Act 1985 and the Strata Titles (General) Regulations 2019, Notice is hereby given that an Annual General Meeting of the Owners of Doncaster Village Strata Plan 47803 will be held on:

**DATE:** 03/06/2025

**START TIME:** 05:00 pm

**VENUE:** Virtual Meeting via WebEx  
(please contact your Strata Manager if you do not have access to virtual meetings )  
WA

Please complete the attached Proxy Form and return to our office at least 3 DAYS PRIOR to the meeting. A directed proxy means that the person to whom you give the proxy, whether it's the Strata Manager, Chairperson and/or another owner, must vote on any matter strictly according to the instructions on the proxy form. Please note that if your Lot is in joint names, the Proxy Form must be signed by all co-proprietors.

For all complexes that do not form an active Council of Owners, an increase of 50% on management fees from Pro-active will apply for the additional work required by the Strata Managers to gain an instruction from all owners.

### Special Note.

Further to section 130 (4) of the Strata Titles Act 1985, if a quorum is not present after 30 minutes has elapsed from the time appointed for a general meeting of a strata company for the strata titles scheme, the persons entitled to vote who are present at the meeting are taken to constitute a quorum for the purpose of that meeting.

**If you have any queries regarding the attached annual accounts, please contact the undersigned in writing at least 3 DAYS PRIOR to the meeting so the necessary answers can be provided.**

Please note that you are not eligible to vote at this meeting if either of the below is applicable:

1. There is any outstanding monies owed to the strata company, including levies and / or invoices.
2. For co-proprietors, if a valid proxy has not been submitted prior to, or before, the start of the meeting.

See Section 120 (2) (b) and 120 (6) of the Strata Titles Act 1985 for further information.

**Kendal Garnett - SM8**  
Strata Manager  
For and on behalf of  
The Owners of Strata Plan 47803  
sm8@proactivestrata.com.au

# THE OWNERS OF STRATA PLAN

Doncaster Village

47803

## PROXY FORM

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

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

I / We FILE COPY being the owner/s of lot number/s

unit number/s \_\_ appoint;

### **Select, tick and complete only one of options 1 to 3**

- Option 1: \_\_\_\_\_ [name of proxy holder] and failing their attendance/participation, the chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or
- Option 2: The chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or
- Option 3: \_\_\_\_\_ [name of proxy holder] to speak and act and to vote for me/us as my/our proxy holder:

### **Select, tick and complete only one of options A to D, as appropriate**

- Option A: at all general meetings, and for all votes taken outside general meetings, except for voting on any proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; or
- Option B: at all general meetings and for all votes taken outside general meetings; or
- Option C: at the general meeting to be held on \_\_\_\_\_ [insert date of general meeting] and any adjournment of that meeting.
- Option D: in the vote to be taken outside of a general meeting under a notice dated \_\_\_\_\_ (insert date of notice of vote).

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

**Execution by natural owner (s)**

*This form must be signed by each natural owner or by their appointed attorney)*

Signature of sole owner:

**OR:** Signatures of all co-owners  
*(including proxy holder if a co-owner):*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Execution by corporate owner**

*This form must be signed by the sole director and sole secretary OR two directors or a director and secretary OR by the company's appointed attorney*

\_\_\_\_\_

Sole director and sole secretary

**OR**

\_\_\_\_\_

Director

\_\_\_\_\_

Director/Secretary

**OR**

\_\_\_\_\_

Attorney

*If signing by an attorney, please provide a copy of the Power of Attorney.*

# NOMINATION FOR ELECTION TO COUNCIL OF OWNERS

THE OWNERS OF Doncaster Village  
STRATA PLAN 47803

## PART A

I wish to nominate myself for election to the Council of Owners at the forthcoming Annual General Meeting of Strata Plan 47803

Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

---

## PART B

I wish to nominate the following party for election to the Council of Owners at the forthcoming Annual General Meeting of Strata Plan 47803

Name of Nominee: \_\_\_\_\_

Unit Number: \_\_\_\_\_

I Accept Nomination: \_\_\_\_\_

*(Signature of Nominee)*

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

\_\_\_\_\_

Name of Nominator (Print): \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

### **\* NOTE**

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

***Please forward completed nominations forms to Manager prior to the meeting date.***

# Agenda for the Annual General Meeting

S/Plan 47803 Doncaster Village 91 Amherst Road

Generated at: 13/05/2025 01:35 pm

03/06/2025 05:00 pm

User: Kendal Garnett - SM8

## 1. Preliminaries

(a) Record of Attendance & Proxies

(b) Declaration of Quorum

(c) Appointment of Meeting Chairperson

(d) Meeting Open Time

## 2. Confirmation of Minutes

Motion under notice;

That the previously circulated minutes of the general meeting held on 22/05/2024 be confirmed as an accurate record of those proceedings

## 3. Election of Council of Owners

Motion under notice;

That the number of members of the Council of the Strata Company be determined at this Annual General Meeting by ordinary resolution. The Council must consist of a minimum of 3 and maximum of 7 members.

Call for nominations, and if required, conduct a ballot to elect Members of the Council. The Strata Company is to elect a client liaison for the purpose of meeting of contractors, and communication with the Strata Manager.

## 4. Consideration and Adoption of Financials

*Please refer to the attached Balance Sheet, Income and Expenditure statement attached.*

Motion under notice;

Pursuant to section 127 (3) (b) of the Strata Titles Act 1985, that the statement of accounts for the period 01/05/2024 to 30/04/2025, showing an amount of \$15,600.11 net owners funds, be adopted as presented.

## 5. Insurance Renewal

The Strata Company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA). The insurance policy currently in place meets the strata company's obligations under the Strata Titles Act 1985 as well as other limits of cover.

*Please refer to the attached Insurance Tax Invoice.*

*The strata insurers are increasing premiums, primarily as a result of the climatic related claims experienced in the last 3 years, increase in claim costs, especially given the current environment with high inflation, product and labour costs, the increases in premium costs forced on insurers from reinsurers and general increases. The average premium increase is between 24%- 40%.*

**The last valuation was conducted on 08/05/2024 in the amount of \$286,000.00. The last valuation was conducted by Hemsley Paterson.**

Motion under notice;

That by ordinary resolution Pursuant to section 127 (3) (c) of the Strata Titles Act 1985, the Strata Company resolve to accept the insurance details as outlined on the Insurance Schedule appended to this Notice and authorise Pro Active Strata Management to act as Agents for the renewal of the insurance policy, and directs them to renew the policy before expiry.

*The Strata Company acknowledges that:*

*Pro Active Strata Management advise they are distributors for Lync Insurance Brokers and Authorised Representatives for CHU Insurance & Strata Community Insurance. Pro Active Strata Management is able to obtain quotations and provide factual advice on Strata Insurance, Community Title Insurance, Landlords and Contents Insurance products on the Strata Company's and lot owner's behalf. The commission is up to 20% by the insurer or broker for arranging the*

*insurance & this does not affect your total premium payable. Pro Active Strata Management is only qualified to give factual information and advice about insurance ONLY. Pro Active Strata Management is not qualified to give general advice or personal insurance advice. If the Strata Company requires specialist insurance advice, Pro Active Strata Management can refer the Strata Company to a Lync Insurance Brokers specialist. All owners should read the Product Disclosure Statement and Financial Services Guide which are available for all owners on request and/or via Pro Active Strata Management website.*

## 6. Execution of Documents

The motion under notice;

That by ordinary resolution that the Strata Company in accordance with section 118(2)(a) of the Strata Titles Act 1985 (Act) authorises any of the following;

1. members of the council of the Strata Company acting jointly; AND
2. the representative of Pro-Active Strata Management on behalf of the Strata Company after written instructions from the Council of Owners.

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

## 7. Debt recovery

Motion under notice -

That the below Debt Recovery Procedure be adopted;

1. Reminder notice issued to the registered levy address and/or via email when the account is 15 days in arrears.
2. Final notice issued to the registered levy address and/or via email when the account is 30 days in arrears giving 14 days to pay all outstanding amounts. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
3. A Letter of Demand will be issued to the registered levy address and/or via email from GV Lawyers. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
4. After instructions from the Council of Owners, a general procedure claim is to be filed at the Magistrates Court by a Lawyer.

Please note: Only the above procedure will be followed. Calls to owners regarding payment / arrears are not made by Pro Active Strata Management. All costs relating to debt recovery will be paid by the Strata Company and may be on-billed to the lot proprietor if a debt recovery bylaw has been registered.

## 8. Alterations and Additions

After the change in the Strata Titles Act, all owners who wish to alter, improve, replace or change their lot or common property are required to complete the appropriate documentation, and may require the approval of the Strata Company, not just the Council of Owners. If you wish to make any changes, please contact your Strata Manager to discuss this matter before proceeding to obtain the appropriate documentation.

## 9. 10 Year Maintenance Plan

**Section 100 (2A)** - A designated strata company must ensure —

(a) that there is a 10 year plan that sets out (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan; and (ii) the estimated costs for the maintenance, repairs, renewal or replacement; and (iii) other information required to be included by the regulations; and

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

**Motion under notice;**

Those items on the ten-year maintenance plan have been reviewed by the Strata Company.

**Ten-year maintenance plans need to be updated 5 years - the next updated plan is due on the 05/05/2026.**

*Please note, an indicative figure for this work has been included in the proposed budget.*

## 10. Budget of Expenditure

*Please refer to the attached Proposed Budget*

Motion under notice;

That the budget of estimated expenditure inclusive of GST, totaling \$33,273.30 for the Admin fund and \$2,494.00 for the Reserve fund, be adopted for the 01/05/2025 to 30/04/2026 financial year and additionally, that the estimated expenses budget be adopted and remain effective throughout the next financial year until the next Annual General Meeting.

### Explanatory for Motion 10

Please note that any applications or preparation of any kind in relation to approvals under the Strata Titles Act of any type ARE NOT covered under the standard Strata Management fees. Pro-Active Strata Management charge \$160.00 per hour with a minimum charge of 4 hours for work on these items. The Strata Company will need to decide whether the Strata Company or the owner will pay these costs.

## 11. Determination of Levy

*Please refer to the attached Proposed Levy Schedule*

Motion under notice;

That the levy of contributions on proprietors for the financial year, totaling \$20,600.00 for the Admin fund and \$2,500.00 for the Reserve fund be payable quarterly in advance in the amounts and on the dates shown in the below levy schedule, AND further, that the collection of the total levy budget will persist through the next financial year until the next Annual General Meeting

ADMIN

Due Date	Period	\$ per unit entitlement
01/05/2025	01/05/2025 - 31/07/2025	Preissued \$5.15
01/08/2025	01/08/2025 - 31/10/2025	\$5.15
01/11/2025	01/11/2025 - 31/01/2026	\$5.15
01/02/2026	01/02/2026 - 30/04/2026	\$5.15
01/05/2026	01/05/2026 - 31/07/2026	Preissue \$5.15

RESERVE

Due Date	Period	\$ per unit entitlement
01/05/2025	01/05/2025 - 31/07/2025	Preissued \$0.25
01/08/2025	01/08/2025 - 31/10/2025	\$1.00
01/11/2025	01/11/2025 - 31/01/2026	\$0.63
01/02/2026	01/02/2026 - 30/04/2026	\$0.63
01/05/2026	01/05/2026 - 31/07/2026	Preissue \$0.63

The Strata Company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA). To ensure that the Strata Company is compliant with these obligations at all times, it needs to ensure that sufficient funds are available to renew its insurance policy when it falls due.

## 12. General Business

Matter without notice regarding common property for discussion and referral to the Council.

Note: Such matter may only be raised at the discretion of the Chairman and with the leave of the meeting.

## 13. Future AGM

Motion under notice

That the next AGM for the strata company be tentatively booked for 28/05/2026.

\*Please note this date may be changed if unforeseen circumstances arise, however the Strata Manager will contact the Council of Owners should this be the case.

## 14. Close of Meeting

## 15. Sundry Notes

### SUNDRY NOTES

#### FINANCIAL REPORTS

Should you have any account queries or questions relating to particular items of the accounts of the Strata Company please fax them to 9382 8338 or sm8@proactivestrata.com.au by no later than 72 HOURS PRIOR TO THE MEETING so that the provision of answers can be supplied prior to the meeting.

#### PROXY FORMS

Please return the 72 HOURS PRIOR TO THE MEETING to allow an attendance register to be prepared prior to the meeting. Please ensure that if you are unable to attend the meeting that you are represented by a proxy holder or you may nominate your Strata Company Chair, a Strata Council Member or the Strata Manager to vote on your behalf. If you choose the latter option, please indicate prior to the meeting any matters that you would like clarified and how you wish to vote on the issues raised. Proxy Forms can be faxed to 9382 8338

A proxy form must be filled in if there is MORE THAN ONE (1) OWNER LISTED ON THE TITLE DEED FOR THE UNIT. THIS INCLUDES MARRIED COUPLES EVEN IF BOTH INTEND TO ATTEND THE MEETING TOGETHER.

To fill in the proxy form name the person who will be entitled to vote and move motions, then all proprietors sign the proxy form confirming acceptance of the arrangement.

If none of the co-proprietors of a unit are able to attend the meeting you may nominate some other person to act as your proxy. A proxy holder need not be an owner. If you are not sure who to elect you may like to consider electing the Chairperson, a member of the Strata Council, or the Strata Manager as your nominated proxy.

If the Lot (unit) is in the name of a company then the company must fill in the proxy form nominating a natural person to vote on its behalf.

If co-proprietors or a company do not fill in a proxy form they are NOT ENTITLED TO VOTE

Please note that proprietors who are unable to attend the entire meeting should also complete the proxy form so that the meeting continues to be quorate.

#### VOTING

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

#### VISITORS

The strata company is not a public company and the meeting is open for proprietors or their proxy holders only.

Proprietors are reminded that the Strata Company prefers that visitors not attend the meeting. In the event that you invite a visitor please note that the meeting may object to the visitor's presence and in that instance the visitor will be asked to leave.

#### VOTING PROCEDURES

Generally resolutions are passed by voting on a show of hands.

The Strata Titles Act requires some resolutions to be passed either by a Unanimous Resolution or Special Resolution or by a Resolution without Dissent. The Notice of Meeting will state which of these types of resolutions are required.

In the case of a Unanimous Resolution or Resolution Without Dissent an owner does not have to be financial to vote however co-proprietors must have filled in a proxy form.

POLL VOTE - An owner may demand that a particular resolution be determined by way of a poll vote. If a poll vote is demanded then the unit entitlement of each owner voting for or against the resolution has to be counted.

RESOLUTION PASSED - A declaration by the Chair that the resolution has passed or failed is conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution. If the votes for or against the resolution are equal in number the motion is deemed to have failed.

VOTES FOR ELECTION OF COUNCIL MEMBERS - An owner has one vote for each lot (unit) owned.

#### RESOLUTION WITHOUT DISSENT

(1) A Resolution Without Dissent is a resolution -

(a) passed at a duly convened general meeting of the strata company of which sufficient notice has been given and at which a sufficient quorum is present; and

(b) against which no vote is cast by a person entitled to exercise the powers of voting on the resolution conferred under this Act -

(i) voting at the meeting either personally or by proxy; or

(ii) voting in accordance with subsection (2)

(2) A person entitled to exercise the powers of voting conferred under this Act is also to be taken to vote -

(a) in support of a resolution if he signifies in writing served in accordance with subsection (3) that he agrees to the resolution; or

(b) against the resolution if he signifies in writing served in accordance with subsection (3) that he disagrees with the resolution,

within 28 days after the day of the meeting, whether that writing is signed by the person or by another person who at the time of the signing is entitled to exercise the power of voting in place of that person.

(3) The writing referred to in subsection (2) is not effective unless it is served on the strata company.

#### SPECIAL RESOLUTION

(1) A Special Resolution of a strata company shall be passed at a duly convened general meeting-

- (a) of which sufficient notice has been given; and
- (b) without limiting subsection (5), at which a sufficient quorum is present.

(2) A special resolution is passed if -

- (a) if it supported by votes, within the meaning in subsections (4) and (5) -
  - (i) having a value of not less than 50% of the aggregate unit entitlement of the lots in the scheme; and
  - (ii) of the proprietors of not less than 50% of the lots in the scheme; and

(b) the votes, within the meaning in subsection (4) and (5) against the resolution

- (i) do not have a value of 25% or more of the aggregate unit entitlement of the lots in the scheme; or
- (ii) are not cast by the proprietors of 25% or more of the lots in the scheme.

(4) References in subsection (2) to votes are to the votes of persons entitled to exercise the powers of voting conferred under this Act voting at the meeting either personally or by proxy.

(5) Despite subsection (4), a person entitled to exercise the powers of voting conferred under this Act is also to be taken to vote -

- (c) in support of a resolution if he signifies in writing served in accordance with subsection (6) that he agrees to the resolution; or
- (d) against the resolution if he signifies in writing served in accordance with subsection (6) that he disagrees with the resolution,

within 28 days after the day of the meeting, whether that writing is signed by the person or by another person who at the time of the signing is entitled to exercise the power of voting in place of that person.

(6) The writing referred to in subsection (5) is not effective unless it is served on the Strata Company.

#### UNANIMOUS RESOLUTION

(a) a resolution that is passed unanimously at a duly convened general meeting of the strata company -

- (i) of which at least 14 days' notice specifying the proposed resolution has been given; and
- (ii) at which all persons entitled to exercise the powers of voting conferred under this Act are present and vote, either personally or by proxy; or

(c) a resolution that is passed unanimously at a duly convened general meeting of the strata company by every person entitled to exercise the powers of voting conferred under this Act who is present and votes either personally or by proxy and agreed to, in writing signed by him, within 28 days after the day of the meeting by every other person who was entitled to exercise the powers of voting conferred under this Act at the meeting, or by every person who at the time of his signature was entitled to exercise those powers in place of such other persons.

# Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

Printed: 01/05/2025 04:07 pm User: Sharon Archer

Page 1

**Balance Sheet - S/Plan 47803**  
**"DONCASTER VILLAGE"**  
**91 AMHERST ROAD, CANNING VALE, WA 6155**  
For the Financial Period 01/05/2024 to 30/04/2025  
**FINAL**

	Administrative	Reserve	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
Trust Account Strata Plan 47803	\$7,209.70	\$12,284.26	\$19,493.96
Accounts Receivable	\$308.72	\$0.00	\$308.72
	<hr/>		
<b>Total Assets</b>	<b>\$7,518.42</b>	<b>\$12,284.26</b>	<b>\$19,802.68</b>
<b>Liabilities</b>			
Levies Paid in Advance	\$4,031.52	\$171.05	\$4,202.57
	<hr/>		
<b>Total Liabilities</b>	<b>\$4,031.52</b>	<b>\$171.05</b>	<b>\$4,202.57</b>
	<hr/>		
<b>Net Assets</b>	<b>\$3,486.90</b>	<b>\$12,113.21</b>	<b>\$15,600.11</b>
<b>Owners Funds</b>			
Opening Balance	\$2,179.37	\$11,110.67	\$13,290.04
Net Income For The Period	\$1,307.53	\$1,002.54	\$2,310.07
	<hr/>		
<b>Total Owners Funds</b>	<b>\$3,486.90</b>	<b>\$12,113.21</b>	<b>\$15,600.11</b>

# Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

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Page 2

## Income and Expenditure Statement - S/Plan 47803 "DONCASTER VILLAGE"

91 AMHERST ROAD, CANNING VALE, WA 6155

For the Financial Period 01/05/2024 to 30/04/2025

**FINAL**

### Administrative Fund

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdue Levies	\$59.52	\$0.00	\$39.14
Levy Income	\$20,600.00	\$20,600.00	\$17,000.00
Recovery - Water usage	\$12,829.29	\$12,000.00	\$11,635.96
Section Certificate Income	\$560.00	\$0.00	\$1,400.00
<b>Total Administrative Fund Income</b>	<b>\$34,048.81</b>	<b>\$32,600.00</b>	<b>\$30,075.10</b>
<b>Expenses</b>			
Admin - Income Tax	\$84.00	\$0.00	\$0.00
Admin - Legal and Debt Collection Fees	\$88.00	\$0.00	\$0.00
Contract Charges - Additional Services (Sch. B,C,D)	\$522.45	\$250.00	\$414.50
Contract Charges - Agent Disburst Submetering	\$770.00	\$700.00	\$667.40
Contract Charges - Insurance Services	\$282.96	\$283.00	\$283.00
Contract Charges - Section Certificate	\$280.00	\$0.00	\$1,400.00
Contract Charges - Strata Management Fees	\$8,335.32	\$8,335.30	\$8,335.30
Insurance - Premiums	\$2,005.69	\$2,150.00	\$1,960.00
Insurance - Valuation	\$440.00	\$0.00	\$0.00
Maintenance - Consultant	\$825.00	\$2,200.00	\$0.00
Maintenance - Contingency	\$1,399.02	\$1,000.00	\$1,708.50
Maintenance - Irrigation Systems	\$0.00	\$300.00	\$0.00
Maintenance - Lawns & Gardening	\$2,288.00	\$800.00	\$2,480.00
Oncharge to Owner	\$0.00	\$0.00	\$0.00
Utility - Electricity	\$(98.44)	\$300.00	\$285.11
Utility - Meter Reading Services	\$1,027.95	\$930.00	\$923.67
Utility - Water usage & Sewerage	\$14,491.33	\$17,000.00	\$16,923.84
<b>Total Administrative Fund Expenses</b>	<b>\$32,741.28</b>	<b>\$34,248.30</b>	<b>\$35,381.32</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$1,307.53</b>	<b>\$(1,648.30)</b>	<b>\$(5,306.22)</b>
<b>Opening Balance for the period</b>	<b>\$2,179.37</b>	<b>\$0.00</b>	<b>\$7,485.59</b>
<b>Closing Balance for the period</b>	<b>\$3,486.90</b>	<b>\$(1,648.30)</b>	<b>\$2,179.37</b>

**Income and Expenditure Statement - S/Plan 47803**

**"DONCASTER VILLAGE"**

**91 AMHERST ROAD, CANNING VALE, WA 6155**

For the Financial Period 01/05/2024 to 30/04/2025

**FINAL**

**Reserve Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdue Levies R	\$2.54	\$0.00	\$4.13
Levy Income	\$1,000.00	\$1,000.00	\$1,000.00
<b>Total Reserve Fund Income</b>	<b>\$1,002.54</b>	<b>\$1,000.00</b>	<b>\$1,004.13</b>
<b>Expenses</b>			
Maintenance - Plumbing & Drainage R	\$0.00	\$1,377.00	\$0.00
<b>Total Reserve Fund Expenses</b>	<b>\$0.00</b>	<b>\$1,377.00</b>	<b>\$0.00</b>
<b>Reserve Fund Surplus/Deficit</b>	<b>\$1,002.54</b>	<b>\$(377.00)</b>	<b>\$1,004.13</b>
<b>Opening Balance for the period</b>	<b>\$11,110.67</b>	<b>\$0.00</b>	<b>\$10,106.54</b>
<b>Closing Balance for the period</b>	<b>\$12,113.21</b>	<b>\$(377.00)</b>	<b>\$11,110.67</b>

# Pro-Active Strata Management

PO Box 7032 SHENTON PARK WA 6008 ABN: 40 650 688 869

Ph: (08) 9382 8313 Email: assist@proactivestrata.com.au

Printed: 01/05/2025 04:07 pm User: Sharon Archer

## Lot Positions Report - S/Plan 47803 "DONCASTER VILLAGE" 91 AMHERST ROAD, CANNING VALE, WA 6155 For the Financial Period 01/05/2024 to 30/04/2025 **FINAL**

### Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Rameswari Vuyyuru & Arvind Kondisetti	\$2,524.39	\$1,071.20	\$781.77	\$4,377.36	\$0.00	\$52.73
2	2	Heeral Kishor Dhanak	\$47.47 CR	\$1,071.20	\$1,160.82	\$2,452.35	\$267.80 CR	\$0.00
3	3	R Kahawita & E Rahatungod	\$221.00 CR	\$1,071.20	\$688.24	\$1,538.44	\$0.00	\$2.66
4	4	Louise Salmon & Greg Elliott	\$209.07 CR	\$1,071.20	\$567.10	\$1,429.23	\$0.00	\$0.23
5	5	Vishal Kumar & Monika Monika	\$0.00	\$1,071.20	\$526.08	\$1,865.08	\$267.80 CR	\$0.00
6	6	Ms Helen Cotterill	\$221.00 CR	\$1,071.20	\$349.00	\$1,586.01	\$386.81 CR	\$0.00
7	7	Clement & Anne-Maree Davies	\$233.75 CR	\$1,133.00	\$276.67	\$1,554.18	\$378.26 CR	\$0.00
8	8	Dr Vincent & Jennifer Bienes	\$29.42	\$1,133.00	\$1,682.91	\$3,151.25	\$305.92 CR	\$0.00
9	9	Daniel McKee	\$352.48 CR	\$1,112.40	\$375.19	\$1,576.00	\$440.89 CR	\$0.00
10	10	Denise Healy	\$313.50 CR	\$1,112.40	\$274.45	\$1,351.45	\$278.10 CR	\$0.00
11	11	Yeok Ping Lam (Sandy)	\$222.50 CR	\$1,112.40	\$304.78	\$1,472.78	\$278.10 CR	\$0.00
12		S M Habibur & T Tarin	\$177.57 CR	\$1,071.20	\$512.36	\$1,405.99	\$0.00	\$2.58
13		Amelia Siew Ping YU	\$221.00 CR	\$1,071.20	\$421.39	\$1,626.40	\$354.81 CR	\$0.00
14		Debra Mason	\$221.00 CR	\$1,071.20	\$360.84	\$1,478.84	\$267.80 CR	\$0.00
15		Lim Leung Feng Tsang	\$133.65 CR	\$1,071.20	\$830.56	\$2,035.91	\$267.80 CR	\$1.32
16		Sharmaine & Karunakaran Naicker	\$1.70	\$1,071.20	\$1,139.13	\$2,213.86	\$1.83 CR	\$0.00
17		Navjot Kaur & Gurpinder Singh	\$0.00	\$1,071.20	\$796.82	\$1,868.02	\$0.00	\$0.00
18		Hoc-Van Lam & Thi Tuyet Huong Vo	\$0.00	\$1,071.20	\$869.68	\$2,208.68	\$267.80 CR	\$0.00
19		Hu Bon Tan	\$738.00 CR	\$1,071.20	\$1,044.50	\$1,645.50	\$267.80 CR	\$0.00
<b>Administrative Fund Totals</b>			<b>\$-756.48</b>	<b>\$20,600.00</b>	<b>\$12,962.29</b>	<b>\$36,837.33</b>	<b>\$-4,031.52</b>	<b>\$59.52</b>
							<b>Administrative Fund Arrears</b>	<b>\$0.00</b>
							<b>Administrative Fund Advances</b>	<b>\$4,031.52</b>

# Pro-Active Strata Management

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## Lot Positions Report - S/Plan 47803 "DONCASTER VILLAGE" 91 AMHERST ROAD, CANNING VALE, WA 6155 For the Financial Period 01/05/2024 to 30/04/2025 **FINAL**

### Reserve Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Rameswari Vuyyuru & Arvind Kondisetti	\$26.00	\$52.00	\$0.00	\$78.00	\$0.00	\$1.98
2	2	Heeral Kishor Dhanak	\$13.00 CR	\$52.00	\$0.00	\$52.00	\$13.00 CR	\$0.00
3	3	R Kahawita & E Rahatungod	\$13.00 CR	\$52.00	\$0.00	\$39.00	\$0.00	\$0.05
4	4	Louise Salmon & Greg Elliott	\$0.00	\$52.00	\$0.00	\$52.00	\$0.00	\$0.25
5	5	Vishal Kumar & Monika Monika	\$0.00	\$52.00	\$0.00	\$65.00	\$13.00 CR	\$0.00
6	6	Ms Helen Cotterill	\$13.00 CR	\$52.00	\$0.00	\$52.00	\$13.00 CR	\$0.00
7	7	Clement & Anne-Maree Davies	\$13.75 CR	\$55.00	\$0.00	\$55.00	\$13.75 CR	\$0.00
8	8	Dr Vincent & Jennifer Bienes	\$0.00	\$55.00	\$0.00	\$68.75	\$13.75 CR	\$0.00
9	9	Daniel McKee	\$13.50 CR	\$54.00	\$0.00	\$54.00	\$13.50 CR	\$0.00
10	10	Denise Healy	\$13.50 CR	\$54.00	\$0.00	\$53.05	\$12.55 CR	\$0.00
11	11	Yeok Ping Lam (Sandy)	\$13.50 CR	\$54.00	\$0.00	\$54.00	\$13.50 CR	\$0.00
12		S M Habibur & T Tarin	\$13.00 CR	\$52.00	\$0.00	\$39.00	\$0.00	\$0.10
13		Amelia Siew Ping YU	\$13.00 CR	\$52.00	\$0.00	\$52.00	\$13.00 CR	\$0.00
14		Debra Mason	\$13.00 CR	\$52.00	\$0.00	\$52.00	\$13.00 CR	\$0.00
15		Lim Leung Feng Tsang	\$0.00	\$52.00	\$0.00	\$65.00	\$13.00 CR	\$0.16
16		Sharmaine & Karunakaran Naicker	\$0.00	\$52.00	\$0.00	\$52.00	\$0.00	\$0.00
17		Navjot Kaur & Gurpinder Singh	\$0.00	\$52.00	\$0.00	\$52.00	\$0.00	\$0.00
18		Hoc-Van Lam & Thi Tuyet Huong Vo	\$0.00	\$52.00	\$0.00	\$65.00	\$13.00 CR	\$0.00
19		Hu Bon Tan	\$13.00 CR	\$52.00	\$0.00	\$52.00	\$13.00 CR	\$0.00
<b>Reserve Fund Totals</b>			<b>\$-119.25</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$1,051.80</b>	<b>\$-171.05</b>	<b>\$2.54</b>
							<b>Reserve Fund Arrears</b>	<b>\$0.00</b>
							<b>Reserve Fund Advances</b>	<b>\$171.05</b>

## PRO-ACTIVE STRATA MANAGEMENT INSURANCE INFORMATION & DISCLOSURE

Pro-Active Strata Management is committed to maintaining transparency and trust in all our dealings. In alignment with the Strata Community Association (SCA) Insurance Best Practice Guides, we provide full disclosure of all fees and commissions earned from insurance services. This document outlines the key elements of our insurance management process, and the financial items disclosed.

### Disclosure of Financial Items

The SCA Best Practice Guide recommends the disclosure of the following eight financial items as part of the strata insurance quotation and invoicing processes:

### Terminology

1. **Base Premium:** The premium quoted by the underwriter to the broker or strata manager (intermediary). The base premium may include commission. It can be further detailed as a base premium gross (includes commission) or base premium net (excludes commission).
2. **ESL or FSL (Emergency Services Levy or Fire Services Levy):** The amount added to a quotation or bill for strata insurance mandated by the local jurisdiction. If other mandatory government charges or fees are included in the billing jurisdiction, they should be listed here.
3. **Stamp Duty:** A duty charged by all jurisdictional (state or territory) governments on all strata insurance policies, except for the Australian Capital Territory (ACT).
4. **Underwriting Agency Fee:** A fee charged by the underwriting agency for work related to the placement of the strata insurance policy.
5. **Broker Fee:** An amount added by the broker to the invoice received from the underwriter, included in the broker's invoice to the strata committee.
6. **GST (Goods and Services Tax):** An Australian/Federal Government tax charged on all components of the premium and other insurance charges, excluding Stamp Duty.
7. **Commission:** The amount included within the base premium, paid or credited by the underwriter to the broker or strata manager.
8. **Allocation of Strata Insurance Remuneration:** Details the sharing arrangement between the strata manager and broker of total fees and/or commissions, expressed as a percentage and/or total dollar value.

### Renewal Premium Summary

Strata Plan 47803	Expired Premium breakdown	
	2024-2025	Premium breakdown 2025-2026
1. Base Premium	\$ 977.06	\$ 1,015.89
2. GST on Base Premium	\$ 136.74	\$ 124.30
3. Underwriter Fee including GST	\$ 90.00	\$ 100.00
4. Broker Service Fee including GST	\$ 300.39	\$ 127.07
5. Stamp Duty	\$ 107.50	\$ 111.74
6. Commission	\$ -	\$ -
<b>Total Premium Payable including all charges and fees (inclusive of GST)</b>	<b>\$ 1,611.69</b>	<b>\$ 1,479.00</b>
7. Allocation of strata insurance remuneration		
<i>Commission paid by Insurer to Broker (excluding GST)</i>	\$ -	\$ -
<i>Strata Manager Income paid by Broker or Insurer (Item 4 or item 6) (excluding GST)</i>	\$ -	\$ -

*Base premium includes the Government Terrorism Levy, if applicable*

## Compulsory Insurance Covers

### Insurable Assets – Insured Property

It is important to note that Strata Insurance is a statutory form of insurance, where a Strata Company is required to comply to the insurance provisions of the Strata Titles Act, 1985 (WA) (“Act”).

Buildings, Fixtures, and Improvements and other Common Property, including Common Contents are defined within the Act as Insurable Assets of the Strata Company. These assets must be insured for their replacement value as set out in Section 97 of the Act.

We recommend that an independent valuation be conducted at a minimum of one-to-five-year intervals. Which frequency is determined based on economic building construction cycles (supply and demand), which impacts building construction costs and whether each year the strata has selected to index the sum insured limits by building index CPI.

By reviewing insurable assets regularly will ensure you insurable replacement value is closer to market cycles for replacement value. Overall, it will help your strata discharge its duty in complying with Act requirements. A Schedule of Insurance provides details on your insurable asset coverage limits and excesses, along with a current Certificate of Currency, which confirms currency of cover. These have been attached.

### Public Liability

In the case of public liability risks, the minimum amount under the Act is \$10 million. Many Strata Companies now insure for a minimum of \$20 million in residential schemes and up to \$50 million where there is any commercial use of lots or common property, or larger schemes, which have greater common property facilities.

### Workers Compensation

Workers' compensation insurance is a statutory form of insurance in Western Australia, similar to strata insurance, for a strata company who employs, which may also include contractors in certain circumstances.

### Discretionary Insurance Covers

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

### Duty of Disclosure / Duty to not Misrepresent

If in acting as Strata Managers, we are notified of an insurance related defect and as agent or distributor we are required to disclose the defect to the insurer, we will not neglect our duty/responsibility based on advice from the Council of a Strata Company not to notify the insurer of the defect. For a Strata Company that fails to comply with these obligations could prejudice their rights to make a claim.

### Important Notices & Disclosure

When seeking and comparing your existing policy with other quotations, ensure there is a 'like for like' comparison to avoid any reduction in cover or increase in risk for the Strata Plan and its owners. For more information, please speak to your Strata Manager or your insurance broker.

#### Disclosure

“Pro-Active Strata Management,” is a Distributor for Lync Insurance Brokers Pty Ltd under PSC Connect Pty Ltd AFSL No. 344648. Lync Insurance Brokers Pty Ltd ABN: 31 169 552 372 Authorised Representative No 001306015 of PSC Connect Pty Ltd ABN 23 141 574 914 AFS License No.344648

### Declaring a Shareholding in Lync Insurance Brokers Pty Ltd

James Donnelly, Director of Pro-Active Strata Management is related by a separate entity and is a shareholder in Lync Insurance Brokers Pty Ltd. Lync Insurance Brokers Pty Ltd is not directly affiliated with Pro-Active Strata Management.

### General Advice Warning

The above information is not personal advice. This advice is general only, and before making a decision to insure, the Product Disclosure Statement and Financials Services Guide should be carefully reviewed, which are held as part of the records of the strata company.



Lync Insurance Brokers Pty Ltd  
 ABN: 31 169 552 372  
 Authorised Representative No. 1306015  
 of PSC Connect Pty Ltd  
 AFSL: 344648  
 Level 1, 905 Hay Street (Dynons Plaza), PERTH 6000

Tel: 1300127503

You are reminded that the policy mentioned below falls due for renewal on 15/04/2024. To ensure your continued protection, payment and any declarations should be returned by this date, unless otherwise stated

The Owners of Doncaster Village  
 Survey Strata Plan 47803  
 C/- Pro-Active Strata Management  
 76 York Street  
 SUBIACO WA 6008

**TAX INVOICE**

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 15/03/2024  
**Invoice No:** 385103  
**Our Reference:** 47803

Should you have any queries in relation to this account, please contact your Account Manager  
**PASM (info@lyncinsure.com.au)**

**RENEWAL**

**Policy No:** WT600434  
**Period of Cover:**  
 From **15/04/2024**  
 to **15/04/2025** at 4:00 pm

**Class of Policy:** Community Association Insurance  
**Insurer:** QBE INSURANCE  
 GPO BOX 2516, SYDNEY, NSW 2001  
 ABN: 78 003 191 035  
**The Insured:** The Owners Of Doncaster Village  
 Survey Strata Plan 47803

**Details:** See attached schedule for a description of the risk(s) insured

**Community Association Insurance**  
**RNL: 89 Amherst Road, CANNING VALE WA 6155**

**PLEASE READ IMPORTANT NOTICES OVERLEAF, INCLUDING:**

**DISCLOSURE**

You have an obligation to disclose accurate information to the Insurer at all times before and during the policy period. Please refer to the Important Information on your invoice for your specific obligations.

**Your Premium:**

Premium	UW Levy	Fire Levy*	GST	Stamp Duty	Broker Fee
\$910.38	\$90.00	\$0.00	\$130.08	\$100.15	\$300.39

PSC receives commission of \$0.00

**TOTAL \$1,531.00**

(A processing fee applies for Credit Card payments)

**COMPLAINTS**

Clients who are not fully satisfied with our services should contact our Complaints Officer on 1300 949 834. PSC Network Insurance Partners are members of the Australian Financial Complaints Authority; a free service, and follow the principles of the Insurance Brokers Code of Practice. Further information is available from our office. You can contact AFCA directly on 1800 931 678.



Please turn over for further payment methods and instructions



**Bill Code: 20362**  
**Ref: 40417881915320964**



Pay by credit card (Visa, Mastercard, Amex or Diners) at [www.deft.com.au](http://www.deft.com.au) or Call 1300 78 11 45. A surcharge may apply.  
**DEFT Reference Number: 40417881915320964**



\*498 404178 81915320964

**PSC Network Insurance Partners**

**Our Reference:** 47803  
**Invoice No:** 385103  
**Due Date:** 15/04/2024

<b>Premium</b>	<b>\$910.38</b>
<b>U'writer Levy</b>	<b>\$90.00</b>
<b>Fire Levy</b>	<b>\$0.00</b>
<b>GST</b>	<b>\$130.08</b>
<b>Stamp Duty</b>	<b>\$100.15</b>
<b>Broker Fee</b>	<b>\$300.39</b>

**AMOUNT DUE \$1,531.00**

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 385103
	<b>Our Ref:</b> 47803

This policy has been placed through

CHU UNDERWRITING AGENCIES  
ABN 18 001 580 070  
PO BOX 5721,ST GEORGES TERRACE, PERTH WA 6000

CHU UNDERWRITING AGENCIES is an underwriting agency who has placed the policy with

QBE INSURANCE  
ABN 78 003 191 035  
GPO BOX 2516, SYDNEY, NSW 2001

### Community Association Insurance Plan

**Insured:** The Owners of Doncaster Village Survey Strata Plan 47803  
**Risk Address:** 89 Amherst Road, CANNING VALE WA 6155

#### Policy 1 - Community Property

Community property	\$260,741
Community Income	\$39,111
Common Area Contents	\$2,607

#### Policy 2 - Liability to Others

Limit of Liability	\$20,000,000
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#### Policy 3 - Voluntary Workers

Voluntary Workers - Refer to Table of Benefits	Selected
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#### Policy 4 - Fidelity Guarantee

Sum Insured	\$100,000
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#### Policy 5 - Office Bearers Legal Liability

Limit of Liability (please note this is a Claims Made Policy - see Important Information below)	\$250,000
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#### Policy 6 - Machinery Breakdown

(Note: No cover for lifts if no comprehensive maintenance agreement including parts and labour in place)	Not Selected
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#### Policy 7 - Catastrophe Insurance

Not Selected

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

Government Audit Costs	\$25,000
Appeal Expenses – common property health & safety breaches	\$100,000
Legal Defence Expenses (please note this is a Claims Made Policy - see Important Information below)	\$50,000

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 385103
	<b>Our Ref:</b> 47803

### Flood Cover

Included

### EXCESSES

*Policy 1 - Community Property*

Standard: \$300

*Policy 8 - Government Audit Costs and Legal Expenses*

Legal Defence Expenses: \$1,000

Other excesses payable are shown in the Policy Wording

### Special Conditions/Endorsements:

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered

The premium includes the Government Terrorism Levy, if applicable.

The above Schedule is only a brief summary of the cover provided by your policy and does not, nor is it intended to provide full details of policy terms, conditions, exclusions or excesses.

**PLEASE READ THIS DOCUMENT.** Contact our office if there is anything you do not understand or wish to query or wish to query

### Important Information

Please read the following important information. Contact your Broker if there is anything you do not understand, or if you have any questions.

#### **DUTY OF DISCLOSURE/ DUTY NOT TO MAKE A MISREPRESENTATION**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

For Personal, Domestic and Household insurance contracts, you have an additional duty to take reasonable care not to make a misrepresentation to the insurer. To ensure you meet your duty, your responses to the insurers' questions must be truthful, accurate and complete.

#### **IF YOU DO NOT TELL THE INSURER SOMETHING**

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

#### **UNDER INSURANCE**

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

#### **INSURING THE INTEREST OF OTHER PARTIES**

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

#### **CLAIMS MADE POLICIES**

Some policies (for example, professional indemnity insurance) are "claims made" policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a "retroactive date. In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim to the Insurers without delay after they come to your attention and before the policy expires.

#### **COOLING OFF**

<b>Class of Policy:</b>	Community Association Insurance	<b>Policy No:</b>	WT600434
<b>The Insured:</b>	The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b>	385103
		<b>Our Ref:</b>	47803

All Retail Products are subject to a “cooling off period” of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker’s fee, which is not refundable.

**CANCELLATION OF YOUR POLICY.**

If there is a refund or reduction of your premium as the result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain our commission or charge you a cancellation fee equal to the reduction in commission. We will also retain any adviser fee we have charged you.

**PREMIUM FUNDING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request. Please note that should the insurance policy be cancelled, before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.”

**CREDIT TERMS & PAYMENT**

Unless agreed otherwise, Credit Terms are strictly in accordance with the period specified on the invoice, if you fail to pay the full premium within the agreed period your cover will lapse. The insurer will be entitled to a premium for the time held covered but you will be uninsured from the date your cover was cancelled.

**PRIVACY**

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement by visiting <https://reliancepartners.com.au/privacy-policy/> or upon request.



Lync Insurance Brokers Pty Ltd  
 ABN: 31 169 552 372  
 Authorised Representative No. 1306015  
 of PSC Connect Pty Ltd  
 AFSL: 344648  
 Level 1, 905 Hay Street (Dynons Plaza), PERTH 6000

Tel: 1300127503

As per your request, the policy described below has been endorsed in accordance with your instructions. Should the endorsement details mentioned below not reflect the amendments requested, please contact our office as soon as possible.

The Owners of Doncaster Village  
 Survey Strata Plan 47803  
 C/- Pro-Active Strata Management  
 76 York Street  
 SUBIACO WA 6008

**TAX INVOICE**  
 This document will be a tax invoice for GST when you make payment

**Invoice Date:** 19/08/2024  
**Invoice No:** 394460  
**Our Reference:** 47803

Should you have any queries in relation to this account, please contact your Account Manager  
**PASM (info@lyncinsure.com.au)**

**Class of Policy:** Community Association Insurance  
**Insurer:** QBE INSURANCE  
 GPO BOX 2516, SYDNEY, NSW 2001  
 ABN: 78 003 191 035  
**The Insured:** The Owners Of Doncaster Village  
 Survey Strata Plan 47803

**ENDORSEMENT**  
**Policy No:** WT600434  
**Period of Cover:**  
 From **14/05/2024**  
 to **15/04/2025** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Community Association Insurance**  
**ENDT Increase BSI to \$286,000**

**PLEASE READ IMPORTANT NOTICES OVERLEAF, INCLUDING:**

**DISCLOSURE**

You have an obligation to disclose accurate information to the Insurer at all times before and during the policy period. Please refer to the Important Information on your invoice for your specific obligations.

**Your Premium:**

Premium	UW Levy	Fire Levy*	GST	Stamp Duty	Broker Fee
\$66.68	\$0.00	\$0.00	\$6.66	\$7.35	\$0.00

PSC receives commission of \$0.00  
 \*\*\*Go to  
<http://www.pscinsurance.com.au/nswes/> for  
 information NSW ES Levy

**TOTAL \$80.69**

(A processing fee applies for Credit Card payments)

**COMPLAINTS**

Clients who are not fully satisfied with our services should contact our Complaints Officer on 1300 949 834. PSC Network Insurance Partners are members of the Australian Financial Complaints Authority; a free service, and follow the principles of the Insurance Brokers Code of Practice. Further information is available from our office. You can contact AFCA directly on 1800 931 678.



Please turn over for further payment methods and instructions



**Bill Code: 20362**  
**Ref: 40417881915458962**



Pay by credit card (Visa, Mastercard, Amex or Diners) at [www.deft.com.au](http://www.deft.com.au)  
 A surcharge may apply.  
**DEFT Reference Number: 40417881915458962**



\*498 404178 81915458962

**PSC Network Insurance Partners**

**Our Reference:** 47803  
**Invoice No:** 394460  
**Due Date:** 14/05/2024

<b>Premium</b>	<b>\$66.68</b>
<b>U'writer Levy</b>	<b>\$0.00</b>
<b>Fire Levy</b>	<b>\$0.00</b>
<b>GST</b>	<b>\$6.66</b>
<b>Stamp Duty</b>	<b>\$7.35</b>
<b>Broker Fee</b>	<b>\$0.00</b>

**AMOUNT DUE \$80.69**

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 394460
	<b>Our Ref:</b> 47803

This policy has been placed through

CHU UNDERWRITING AGENCIES  
ABN 18 001 580 070  
PO BOX 5721,ST GEORGES TERRACE, PERTH WA 6000

CHU UNDERWRITING AGENCIES is an underwriting agency who has placed the policy with

QBE INSURANCE  
ABN 78 003 191 035  
GPO BOX 2516, SYDNEY, NSW 2001

### Community Association

Policy is endorsed to increase the building sum insured (Community Property) to \$286,000

Community income: \$42,900

Common area contents: \$2,860

### Community Association Insurance Plan

**Insured:** The Owners of Doncaster Village Survey Strata Plan 47803  
**Risk Address:** 89 Amherst Road, CANNING VALE WA 6155

#### Policy 1 - Community Property

Community property	\$286,000
Community Income	\$42,900
Common Area Contents	\$2,860

#### Policy 2 - Liability to Others

Limit of Liability	\$20,000,000
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#### Policy 3 - Voluntary Workers

Voluntary Workers - Refer to Table of Benefits	Selected
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#### Policy 4 - Fidelity Guarantee

Sum Insured	\$100,000
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#### Policy 5 - Office Bearers Legal Liability

Limit of Liability	\$250,000
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(please note this is a Claims Made Policy - see Important Information below)

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 394460
	<b>Our Ref:</b> 47803

**Policy 6 - Machinery Breakdown** Not Selected

(Note: No cover for lifts if no comprehensive maintenance agreement including parts and labour in place)

**Policy 7 - Catastrophe Insurance** Not Selected

**Policy 8 - Government Audit Costs and Legal Expenses**

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

(please note this is a Claims Made Policy - see Important Information below)

**Flood Cover** Included

**EXCESSES**

*Policy 1 - Community Property*

Standard: \$300

*Policy 8 - Government Audit Costs and Legal Expenses*

Legal Defence Expenses: \$1,000

Other excesses payable are shown in the Policy Wording

**Special Conditions/Endorsements:**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered

The premium includes the Government Terrorism Levy, if applicable.

The above Schedule is only a brief summary of the cover provided by your policy and does not, nor is it intended to provide full details of policy terms, conditions, exclusions or excesses.

**PLEASE READ THIS DOCUMENT.** Contact our office if there is anything you do not understand or wish to query or wish to query

### Important Information

Please read the following important information. Contact your Broker if there is anything you do not understand, or if you have any questions.

**DUTY OF DISCLOSURE/ DUTY NOT TO MAKE A MISREPRESENTATION**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

For Personal, Domestic and Household insurance contracts, you have an additional duty to take reasonable care not to make a misrepresentation to the insurer. To ensure you meet your duty, your responses to the insurers' questions must be truthful, accurate and complete.

<b>Class of Policy:</b>	Community Association Insurance	<b>Policy No:</b>	WT600434
<b>The Insured:</b>	The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b>	394460
		<b>Our Ref:</b>	47803

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If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

**UNDER INSURANCE**

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

**INSURING THE INTEREST OF OTHER PARTIES**

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

**CLAIMS MADE POLICIES**

Some policies (for example, professional indemnity insurance) are “claims made” policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a “retroactive date. In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim to the Insurers without delay after they come to your attention and before the policy expires.

**COOLING OFF**

All Retail Products are subject to a “cooling off period” of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker’s fee, which is not refundable.

**CANCELLATION OF YOUR POLICY.**

If there is a refund or reduction of your premium as the result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain our commission or charge you a cancellation fee equal to the reduction in commission. We will also retain any adviser fee we have charged you.

**PREMIUM FUNDING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request. Please note that should the insurance policy be cancelled, before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.”

**CREDIT TERMS & PAYMENT**

Unless agreed otherwise, Credit Terms are strictly in accordance with the period specified on the invoice, if you fail to pay the full premium within the agreed period your cover will lapse. The insurer will be entitled to a premium for the time held covered but you will be uninsured from the date your cover was cancelled.

**PRIVACY**

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement by visiting [www.pscconnect.com.au/privacy](http://www.pscconnect.com.au/privacy) or upon request.

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 394460
	<b>Our Ref:</b> 47803

**PAYMENT OPTIONS ( New Business & Renewal Invoices)**

*DEFT Payment systems - DEFT is a service of Macquarie Bank*

**Internet** 

Pay over the internet from your credit card at: [www.deft.com.au](http://www.deft.com.au)

PSC Connect accepts Mastercard, Visa, American Express and Diners club Cards\*

**\*Payments by credit card will attract a surcharge**

**BPAY**

Contact your participating bank, credit union or building society to make a payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of the invoice.

**Insurance Risks Checklist**

Risks may be uninsured for a number of reasons, including:

- **Self-Insurance** - This is where you have elected NOT to insure certain risks. You will be responsible to cover all the losses yourself.
- **Under Insurance:** If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
- **A Policy Deductible / Excess** – You must bear the first part of the loss up to the amount of the excess.
- **Inadequate Loss Limits:** If the sum insured is less than the amount of your exposure, any loss in excess of the sum insured will not be insured.
- **Excluded Perils:** Some policies exclude certain perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 394460
	<b>Our Ref:</b> 47803

protection may be needed.

Please note this list includes covers that you may have already purchased.

- **Flood:** ‘Flood’ means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.
- **Cyber Insurance:** First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability:** This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption:** The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.

All these covers may not apply to your circumstances. However, as a business can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs. Please contact your Adviser if you require any additional information.

**Property/Asset Protection**

- Burglary/Theft
- Business Interruption
- Business package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee/Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

**Liability**

- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability

- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

**Marine**

- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

**Machinery & Electronic Equipment**

- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment/ Breakdown
- Machinery Breakdown & Business Interruption

**Commercial Motor**

- Heavy Motor / Machinery
- Motor Vehicle
- Motor Vehicle downtime

**Construction**

- Advanced Profits
- Construction Risks and Liability
- Contract Works

**Personnel**

- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

**Domestic**

- Home – Building & Contents
- Landlords
- Strata
- Motor/Boat
- Caravan/Trailer

Any general advice in this document does not take into account your personal objectives, financial situation and needs. Please read the relevant Product Disclosure Statement/Policy Wording before acquiring any product mentioned in this document.



Lync Insurance Brokers Pty Ltd  
 ABN: 31 169 552 372  
 Authorised Representative No. 1306015  
 of PSC Connect Pty Ltd  
 AFSL: 344648  
 Level 1, 905 Hay Street (Dynons Plaza), PERTH 6000

Tel: 1300127503

You are reminded that the policy mentioned below falls due for renewal on 15/04/2025. To ensure your continued protection, payment and any declarations should be returned by this date, unless otherwise stated

The Owners of Doncaster Village  
 Survey Strata Plan 47803  
 C/- Pro-Active Strata Management  
 76 York Street  
 SUBIACO WA 6008

**TAX INVOICE**  
 This document will be a tax invoice for GST when you make payment

**Invoice Date:** 25/03/2025  
**Invoice No:** 405851  
**Our Reference:** 47803

Should you have any queries in relation to this account, please contact your Account Manager  
**PASM (info@lyncinsure.com.au)**

**Class of Policy:** Community Association Insurance  
**Insurer:** QBE INSURANCE  
 GPO BOX 2516, SYDNEY, NSW 2001  
 ABN: 78 003 191 035  
**The Insured:** The Owners Of Doncaster Village  
 Survey Strata Plan 47803

**RENEWAL**  
**Policy No:** WT600434  
**Period of Cover:**  
 From **15/04/2025**  
 to **15/04/2026** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Community Association Insurance**  
**RNL: 89 Amherst Road, CANNING VALE WA 6155**

**PLEASE READ IMPORTANT NOTICES OVERLEAF, INCLUDING:**

**DISCLOSURE**  
 You have an obligation to disclose accurate information to the Insurer at all times before and during the policy period. Please refer to the Important Information on your invoice for your specific obligations.

**Your Premium:**

Premium	UW Levy	Fire Levy*	GST	Stamp Duty	Broker Fee
\$1,015.89	\$100.00	\$0.00	\$124.30	\$111.74	\$127.07

PSC receives commission of \$0.00  
 Strata Manager income of \$0.00  
 (both GST exclusive)

**TOTAL \$1,479.00**

(A processing fee applies for Credit Card payments)

**COMPLAINTS**  
 Clients who are not fully satisfied with our services should contact our Complaints Officer on 1300 949 834. PSC Network Insurance Partners are members of the Australian Financial Complaints Authority; a free service, and follow the principles of the Insurance Brokers Code of Practice. Further information is available from our office. You can contact AFCA directly on 1800 931 678.



Please turn over for further payment methods and instructions



**Billers Code: 20362**  
**Ref: 40417881915627251**



Pay by credit card (Visa, Mastercard, Amex or Diners) at [www.deft.com.au](http://www.deft.com.au)  
 A surcharge may apply.  
**DEFT Reference Number: 40417881915627251**



\*498 404178 81915627251

**PSC Network Insurance Partners**

**Our Reference:** 47803  
**Invoice No:** 405851  
**Due Date:** 15/04/2025

<b>Premium</b>	<b>\$1,015.89</b>
<b>U'writer Levy</b>	<b>\$100.00</b>
<b>Fire Levy</b>	<b>\$0.00</b>
<b>GST</b>	<b>\$124.30</b>
<b>Stamp Duty</b>	<b>\$111.74</b>
<b>Broker Fee</b>	<b>\$127.07</b>

**AMOUNT DUE \$1,479.00**

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 405851
	<b>Our Ref:</b> 47803

This policy has been placed through

CHU UNDERWRITING AGENCIES  
ABN 18 001 580 070  
PO BOX 5721,ST GEORGES TERRACE, PERTH WA 6000

CHU UNDERWRITING AGENCIES is an underwriting agency who has placed the policy with

QBE INSURANCE  
ABN 78 003 191 035  
GPO BOX 2516, SYDNEY, NSW 2001

### Community Association Insurance Plan

**Insured:** The Owners of Doncaster Village Survey Strata Plan 47803  
**Risk Address:** 89 Amherst Road, CANNING VALE WA 6155

#### Policy 1 - Community Property

Community property	\$300,300
Community Income	\$45,045
Common Area Contents	\$3,003

#### Policy 2 - Liability to Others

Limit of Liability	\$20,000,000
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#### Policy 3 - Voluntary Workers

Voluntary Workers - Refer to Table of Benefits	Selected
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#### Policy 4 - Fidelity Guarantee

Sum Insured	\$100,000
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#### Policy 5 - Office Bearers Legal Liability

Limit of Liability (please note this is a Claims Made Policy - see Important Information below)	\$250,000
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#### Policy 6 - Machinery Breakdown

(Note: No cover for lifts if no comprehensive maintenance agreement including parts and labour in place)	Not Selected
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#### Policy 7 - Catastrophe Insurance

Not Selected

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

Government Audit Costs	\$25,000
Appeal Expenses – common property health & safety breaches	\$100,000
Legal Defence Expenses (please note this is a Claims Made Policy - see Important Information below)	\$50,000

## Schedule of Insurance

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 405851
	<b>Our Ref:</b> 47803

### Flood Cover

Included

### EXCESSES

*Policy 1 - Community Property*

Standard: \$300

*Policy 8 - Government Audit Costs and Legal Expenses*

Legal Defence Expenses: \$1,000

Other excesses payable are shown in the Policy Wording

### Special Conditions/Endorsements:

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered

The premium includes the Government Terrorism Levy, if applicable.

The above Schedule is only a brief summary of the cover provided by your policy and does not, nor is it intended to provide full details of policy terms, conditions, exclusions or excesses.

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If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

#### CLAIMS MADE POLICIES

<b>Class of Policy:</b>	Community Association Insurance	<b>Policy No:</b>	WT600434
<b>The Insured:</b>	The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b>	405851
		<b>Our Ref:</b>	47803

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#### COOLING OFF

All Retail Products are subject to a “cooling off period” of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker’s fee, which is not refundable.

#### CANCELLATION OF YOUR POLICY.

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PSC Connect accepts Mastercard, Visa, American Express and Diners club Cards\*

**\*Payments by credit card will attract a surcharge**

#### BPAY

<b>Class of Policy:</b>	Community Association Insurance	<b>Policy No:</b>	WT600434
<b>The Insured:</b>	The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b>	405851
		<b>Our Ref:</b>	47803

Contact your participating bank, credit union or building society to make a payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of the invoice.

### Insurance Risks Checklist

Risks may be uninsured for a number of reasons, including:

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- **Under Insurance:** If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
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- **Excluded Perils:** Some policies exclude certain perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance protection may be needed.

Please note this list includes covers that you may have already purchased.

- **Flood:** ‘Flood’ means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.
- **Cyber Insurance:** First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability:** This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption:** The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.

<b>Class of Policy:</b> Community Association Insurance	<b>Policy No:</b> WT600434
<b>The Insured:</b> The Owners Of Doncaster Village Survey Strata Plan 47803	<b>Invoice No:</b> 405851
	<b>Our Ref:</b> 47803

All these covers may not apply to your circumstances. However, as a business can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs. Please contact your Adviser if you require any additional information.

**Property/Asset Protection**

- Burglary/Theft
- Business Interruption
- Business package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee/Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

**Liability**

- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability

- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

**Marine**

- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

**Machinery & Electronic Equipment**

- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment/ Breakdown
- Machinery Breakdown & Business Interruption

**Commercial Motor**

- Heavy Motor / Machinery
- Motor Vehicle
- Motor Vehicle downtime

**Construction**

- Advanced Profits
- Construction Risks and Liability
- Contract Works

**Personnel**

- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

**Domestic**

- Home – Building & Contents
- Landlords
- Strata
- Motor/Boat
- Caravan/Trailer

Any general advice in this document does not take into account your personal objectives, financial situation and needs. Please read the relevant Product Disclosure Statement/Policy Wording before acquiring any product mentioned in this document.

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Administrative Fund**

<b>Proposed Budget</b>	<b>Current Actual</b>	<b>Current Budget</b>
(01/05/2025-30/04/2026)	(01/05/2024-30/04/2025)	(01/05/2024-30/04/2025)

**Income**

Interest on Overdue Levies	\$0.00	\$59.52	\$0.00
Levy Income	\$20,600.00	\$20,600.00	\$20,600.00
Recovery - Water usage	\$13,000.00	\$12,829.29	\$12,000.00
Section Certificate Income	\$0.00	\$560.00	\$0.00

**Total Admin Fund Income**

<b>\$33,600.00</b>	\$34,048.81	\$32,600.00
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**Expense**

Admin - Income Tax	\$85.00	\$84.00	\$0.00
Admin - Legal and Debt Collection Fees	\$0.00	\$88.00	\$0.00
Contract Charges - Additional Services (Sch. B,C,D)	\$550.00	\$522.45	\$250.00
Contract Charges - Agent Disburst Submetering	\$770.00	\$770.00	\$700.00
Contract Charges - Insurance Services	\$283.00	\$282.96	\$283.00
Contract Charges - Section Certificate	\$0.00	\$280.00	\$0.00
Contract Charges - Strata Management Fees	\$8,335.30	\$8,335.32	\$8,335.30
Insurance - Premiums	\$2,200.00	\$2,005.69	\$2,150.00
Insurance - Valuation	\$0.00	\$440.00	\$0.00
Maintenance - Consultant	\$0.00	\$825.00	\$2,200.00
Maintenance - Contingency	\$1,400.00	\$1,399.02	\$1,000.00
Maintenance - Irrigation Systems	\$300.00	\$0.00	\$300.00
Maintenance - Lawns & Gardening	\$3,000.00	\$2,288.00	\$800.00
Utility - Electricity	\$300.00	\$(98.44)	\$300.00
Utility - Meter Reading Services	\$1,050.00	\$1,027.95	\$930.00
Utility - Water usage & Sewerage	\$15,000.00	\$14,491.33	\$17,000.00

**Total Admin Fund Expense**

<b>\$33,273.30</b>	\$32,741.28	\$34,248.30
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**TOTAL ADMIN LEVY INCOME**

<b>\$20,600.00</b>	\$20,600.00	\$20,600.00
--------------------	-------------	-------------

**TOTAL ADMIN BUDGET**

<b>\$20,600.00</b>		\$20,600.00
--------------------	--	-------------

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Reserve Fund**

	<b>Proposed Budget</b> <small>(01/05/2025-30/04/2026)</small>	<b>Current Actual</b> <small>(01/05/2024-30/04/2025)</small>	<b>Current Budget</b> <small>(01/05/2024-30/04/2025)</small>
<b>Income</b>			
Interest on Overdue Levies R	\$0.00	\$2.54	\$0.00
Levy Income	\$2,500.00	\$1,000.00	\$1,000.00
<b>Total Reserve Fund Income</b>	<b>\$2,500.00</b>	\$1,002.54	\$1,000.00
<b>Expense</b>			
Maintenance - Landscaping Upgrade R	\$2,494.00	\$0.00	\$0.00
Maintenance - Plumbing & Drainage R	\$0.00	\$0.00	\$1,377.00
<b>Total Reserve Fund Expense</b>	<b>\$2,494.00</b>	\$0.00	\$1,377.00
<b>TOTAL RESERVE LEVY INCOME</b>	<b>\$2,500.00</b>	\$1,000.00	\$1,000.00
<b>TOTAL RESERVE BUDGET</b>	<b>\$2,500.00</b>		\$1,000.00

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Budget Summary (01/05/2025-30/04/2026)**

	<b>Proposed</b>	<b>1st Instalment 01/05/2025</b>	<b>2nd Instalment 01/08/2025</b>	<b>3rd Instalment 01/11/2025</b>	<b>4th Instalment 01/02/2026</b>	<b>TOTAL (01/05/2025-30/04/2026)</b>	<b>Next Pre Issue 01/05/2026</b>
Administrative Fund	\$20,600.00	\$5,150.00	\$5,150.00	\$5,150.00	\$5,150.00	\$20,600.00	\$5,150.00
Reserve Fund	\$2,500.00	\$250.00	\$1,000.00	\$625.01	\$625.01	\$2,500.02	\$625.01
Contribution Schedule Total	\$23,100.00	\$5,400.00	\$6,150.00	\$5,775.01	\$5,775.01	\$23,100.02	\$5,775.01
<b>Amount to Collect</b>	<b>\$23,100.00</b>	<b>\$5,400.00</b>	<b>\$6,150.00</b>	<b>\$5,775.01</b>	<b>\$5,775.01</b>	<b>\$23,100.02</b>	<b>\$5,775.01</b>

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Levy Adjustment Summary (01/05/2025-30/04/2026)**

**Contribution Schedule**

**Aggregate Units of Entitlement (UOE) - 1000**

<b>Due Date</b>	<b>Levy Period</b>	<b>Admin</b>	<b>Reserve</b>	<b>Total</b>
01/05/2025	01/05/2025 - 31/07/2025	\$5.15	\$0.25	\$5.40 Pre Issued
01/08/2025	01/08/2025 - 31/10/2025	\$5.15	\$1.00	\$6.15
01/11/2025	01/11/2025 - 31/01/2026	\$5.15	\$0.63	\$5.78
01/02/2026	01/02/2026 - 30/04/2026	\$5.15	\$0.63	\$5.78
<b>Financial Year Total per Units of Entitlement</b>		<b>\$20.60</b>	<b>\$2.50</b>	<b>\$23.10</b>
<b>Financial Year Aggregate</b>		<b>\$20,600.00</b>	<b>\$2,500.02</b>	<b>\$23,100.02</b>
<b>Proposed Budget Amount</b>		<b>\$20,600.00</b>	<b>\$2,500.00</b>	<b>\$23,100.00</b>
01/05/2026	01/05/2026 - 31/07/2026	\$5.15	\$0.63	\$5.78 Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$5,150.00</b>	<b>\$625.01</b>	<b>\$5,775.01</b>

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Owner Summary (01/05/2025-30/04/2026) - Contribution Schedule**

UOE	Lot(s)	1st Instalment 01/05/2025	2nd Instalment 01/08/2025	3rd Instalment 01/11/2025	4th Instalment 01/02/2026	TOTAL (01/05/2025-30/04/2026)	Next Pre Issue 01/05/2026	
52	1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19	Admin	\$267.80	\$267.80	\$267.80	\$267.80	\$1,071.20	\$267.80
		Reserve	\$13.00	\$52.00	\$32.50	\$32.50	\$130.00	\$32.50
		<b>Owner Total</b>	<b>\$280.80</b>	<b>\$319.80</b>	<b>\$300.30</b>	<b>\$300.30</b>	<b>\$1,201.20</b>	<b>\$300.30</b>
55	7, 8	Admin	\$283.25	\$283.25	\$283.25	\$283.25	\$1,133.00	\$283.25
		Reserve	\$13.75	\$55.00	\$34.38	\$34.38	\$137.51	\$34.38
		<b>Owner Total</b>	<b>\$297.00</b>	<b>\$338.25</b>	<b>\$317.63</b>	<b>\$317.63</b>	<b>\$1,270.51</b>	<b>\$317.63</b>
54	9, 10, 11	Admin	\$278.10	\$278.10	\$278.10	\$278.10	\$1,112.40	\$278.10
		Reserve	\$13.50	\$54.00	\$33.75	\$33.75	\$135.00	\$33.75
		<b>Owner Total</b>	<b>\$291.60</b>	<b>\$332.10</b>	<b>\$311.85</b>	<b>\$311.85</b>	<b>\$1,247.40</b>	<b>\$311.85</b>

**Pro-Active Strata Management  
Proposed Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Contribution Summary (01/05/2025-30/04/2026)**

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19	Contribution Schedule <b>Owner Total</b>	52	\$1,071.20 <b>\$1,071.20</b>	\$130.00 <b>\$130.00</b>	\$0.00 <b>\$1,201.20</b>
7, 8	Contribution Schedule <b>Owner Total</b>	55	\$1,133.00 <b>\$1,133.00</b>	\$137.51 <b>\$137.51</b>	\$0.00 <b>\$1,270.51</b>
9, 10, 11	Contribution Schedule <b>Owner Total</b>	54	\$1,112.40 <b>\$1,112.40</b>	\$135.00 <b>\$135.00</b>	\$0.00 <b>\$1,247.40</b>
	<b>Overall Total</b>		<b>\$20,600.00</b>	<b>\$2,500.02</b>	<b>\$23,100.02</b>

Schedule	UOE
Contribution Schedule	1000

**NOTICE OF LEVIES DUE**

Notice is hereby given by the proprietors of Strata Company 47803 pursuant to Sections 43, 47 and 100 of the Strata Titles Act 1985 that the following contributions are due.

**Invoice**

**ATT: Lim Leung Feng Tsang**

**Issued 05/01/2026 on behalf of:**






Lim Leung Feng Tsang  
 c/- First National Real Estate Genesis  
 6/160 Scarborough Beach Road  
 MOUNT HAWTHORN WA 6016

Doncaster Village  
 Strata Plan No. 47803  
 ABN: 65340496107

**Address of property:** Lot 15, Unit , 141 Boardman Road, CANNING VALE WA 6155  
**Owners Name:** Lim Leung Feng Tsang

Due Date	Ref.	Details	Admin	Reserve	Interest	Paid	Due
01/02/2026	644	Standard Levy Contribution Schedule (01/02/26 - 30/04/26)	\$267.80	\$13.00	\$0.00	\$0.00	\$280.80
						<b>Total Amount Due</b>	
No GST has been charged.						<b>\$280.80</b>	

Section 100 of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.  
 If this invoice is not paid within 30 days of the Notice Date further interest charges and fees may be applied to your account

		<b>IMPORTANT CHANGES</b> - DEFT Payment Systems are no longer accepting mail-in cheques sent to the DEFT PO Boxes, <i>Please take all cheque payments to Australia Post outlets along with this payment slip.</i> Additionally, Cash payments are <b>NO LONGER</b> accepted at Australia Post outlets.	
 Pay over the Internet from your Credit Card or pre-registered bank account at <a href="http://www.deft.com.au">www.deft.com.au</a> .		<b>Billers Code: 96503</b> <b>Ref: 24842128130793</b>	<b>Account: Trust Account Strata Plan 47803</b> <b>Owner: Lim Leung Feng Tsang</b> <b>Strata Company: 47803</b> <b>Lot No: 15</b>
Payments by internet from your bank account require registration. Register at <a href="http://www.deft.com.au">www.deft.com.au</a>	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
Payments made by credit card do not require registration and a surcharge may apply. Registration isn't required for one-off card payments.		Pay in-store at Australia Post by Cheque or EFTPOS ( <b>NO CASH</b> )	All Cheques must be made payable to: Trust Account Strata Plan 47803
 *496 248421281 30793			<b>Total Due \$280.80</b>
<b>DEFT Reference Number: 24842128130793</b>			
+248421281 30793		000028080<3+	

# PAYING YOUR LEVIES **DEFT** PAYMENT SYSTEMS

## Digital Payment Options

### BPAY®



- Pay via your bank's app or internet banking.
- Use the Biller Code and Reference Number on your levy notice.
- Option to set up Direct Debit (Biller Initiated) — if your scheme allows.
- Cards accepted: Visa, Mastercard, American Express, Diners Club (fees may apply).

## Non-Digital Payment Options

### PHONE BANKING (VIA YOUR BANK)



- Pay from your bank account or credit card.
- Requires a passcode with your bank.

### AUSTRALIA POST



- Pay in-store by EFTPOS or cheque.
- Bring your invoice/levy notice (barcode required).

### SAFETY TIPS



- Only use official DEFT payment methods.
- Always confirm new payment details directly with your biller (never via email alone).
- Never pay through third parties offering discounted bills.



# PIQ PORTAL



The PIQ Owners Portal is a secure online platform for accessing levy notices, insurance certificates, and meeting minutes, with login details emailed directly to you when your strata records are set up.

## WHAT CAN THE PORTAL DO?



Edit your delivery preferences



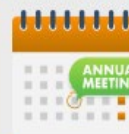
Documents at your fingertips



Bank Grade Security



Access key contacts



Meeting details

[HTTPS://PORTAL.PROPERTYIQ.COM.AU/LOGIN](https://portal.propertyiq.com.au/login)



## NOTICE OF LEVIES DUE

Notice is hereby given by the proprietors of Strata Company 47803 pursuant to Sections 43, 47 and 100 of the Strata Titles Act 1985 that the following contributions are due.

### Invoice

**ATT: Lim Leung Feng Tsang**

Lim Leung Feng Tsang  
c/- First National Real Estate Genesis  
6/160 Scarborough Beach Road  
MOUNT HAWTHORN WA 6016






**Issued 01/10/2025 on behalf of:**

Doncaster Village  
Strata Plan No. 47803  
ABN: 65340496107

**Address of property:** Lot 15, Unit , 141 Boardman Road, CANNING VALE WA 6155  
**Owners Name:** Lim Leung Feng Tsang

Due Date	Ref.	Details	Admin	Reserve	Interest	Paid	Due
19/09/2025	727	Water for period 18/06/25 - 15/08/25	\$133.13	\$0.00	\$0.00	\$0.00	\$133.13
01/11/2025	643	Standard Levy Contribution Schedule (01/11/25 - 31/01/26)	\$267.80	\$13.00	\$0.00	\$0.00	\$280.80
						<b>Total Amount Due</b>	
No GST has been charged.						<b>\$413.93</b>	

Section 100 of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.  
If this invoice is not paid within 30 days of the Notice Date further interest charges and fees may be applied to your account

		<b>IMPORTANT CHANGES</b> - DEFT Payment Systems are no longer accepting mail-in cheques sent to the DEFT PO Boxes, <i>Please take all cheque payments to Australia Post outlets along with this payment slip.</i> Additionally, Cash payments are <b>NO LONGER</b> accepted at Australia Post outlets.	
 Pay over the Internet from your Credit Card or pre-registered bank account at <a href="http://www.deft.com.au">www.deft.com.au</a> .		<b>Billers Code: 96503</b> <b>Ref: 24842128130793</b>	<b>Account: Trust Account Strata Plan 47803</b> <b>Owner: Lim Leung Feng Tsang</b> <b>Strata Company: 47803</b> <b>Lot No: 15</b>
Payments by internet from your bank account require registration. Register at <a href="http://www.deft.com.au">www.deft.com.au</a>	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
Payments made by credit card do not require registration and a surcharge may apply. Registration isn't required for one-off card payments.		Pay in-store at Australia Post by Cheque or EFTPOS ( <b>NO CASH</b> )	All Cheques must be made payable to: Trust Account Strata Plan 47803
 *496 248421281 30793			<b>Total Due \$413.93</b>
<b>DEFT Reference Number: 24842128130793</b>			
+248421281 30793		000041393<3+	

# Strata Levies Explained

*What you pay, why you pay it, and where it goes.*

When you purchase a strata-titled property, you're buying more than just your unit — you're buying a share in the entire complex, including the common areas like gardens, car parks, lifts, pools, and roofs. These shared areas are managed by the strata company, and their upkeep is funded through strata levies.

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## **What Are Strata Levies?**

Strata levies (or strata fees) are quarterly contributions paid by each owner to cover the cost of running and maintaining the property. These are essential to keeping the building safe, clean, functional, and insured.

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## **What Do Levies Cover?**

Your levies go towards:

- Maintenance of the building and common areas
  - Insurance premiums
  - Cleaning and gardening services
  - Strata management fees
  - Utilities for shared spaces (e.g., lights, lifts)
  - Unexpected repairs and capital works
- 

## **Types of Levies**

- Administrative Fund – Regular operating costs (day-to-day maintenance)
  - Reserve/Sinking Fund – Long-term or major repairs and upgrades (e.g., roof replacement)
  - Special Levies – One-off contributions for unplanned or emergency expenses
- 

## **How Is My Levy Share Calculated?**

Each unit has a unit entitlement, which determines your portion of the total costs. The more value or size your lot represents in the scheme, the larger your contribution.

---

## **Why Might Levies Increase?**

Levies are voted on by owners at the Annual General Meeting, based on a proposed budget. Increases can result from:

- Inflation (e.g., utilities, service costs)
- Major repairs or upgrades
- Starting or boosting the Reserve Fund
- Addressing past shortfalls or low cash reserves

Note: Strata Managers do not decide levy amounts — they are set by owners through a majority vote at the Annual General Meeting.

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## **Need More Info?**

If you've received a higher levy notice than expected, check your AGM minutes and budget for full details. Still unsure? Contact your Strata Manager for clarification.



Level 4, 55 St Georges Terrace  
Perth WA 6000

PO BOX 5721, Perth 6831

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>WT600434</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	15/04/2025 to 15/04/2026 at 4:00pm
<b>The Insured</b>	THE OWNERS OF DONCASTER VILLAGE SURVEY STRATA PLAN 47803
<b>Situation</b>	89 AMHERST ROAD CANNING VALE WA 6155

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### Policies Selected

#### Policy 1 – Community Property

Community property: \$300,300

Community income: \$45,045

Common area contents: \$3,003

#### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

Limit of liability: \$250,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

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

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000



**Flood Cover is included.**

**Flood Cover Endorsement**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

03/06/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**PRO-ACTIVE STRATA MANAGEMENT**  
**OWNER TRANSACTION SUMMARY from 01/07/25 to 23/01/26**  
**Contribution Schedule**

**S/Plan:** 47803  
**Building Address:** 91 Amherst Road  
 :  
**Suburb:** CANNING VALE  
**Building Name:** Doncaster Village  
**GST?:** No

**Units:** 19                      **Lots:** 19  
**State:** WA                      **Post Code:** 6155  
**ABN:** 65340496107  
**Manager:** Kendal Garnett

**Lot#:** 15              **Unit#:**  
**Owner Name:** Lim Leung Feng Tsang

**Units of Entitlement:** 52                      **Paid To:** 31/01/26  
**Contribution Schedule:** 52

**Levies**

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
14/07/25	708	Water for period 17/04/25 - 17/06/25 FULLY PAID	\$93.09	\$93.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$93.09	\$93.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/08/25	642	Standard Levy Contribution Schedule from 01/08/2025 to 31/10/2025 FULLY PAID	\$280.80	\$280.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$267.80	\$267.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$13.00	\$13.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19/09/25	727	Water for period 18/06/25 - 15/08/25 FULLY PAID	\$133.13	\$133.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$133.13	\$133.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/11/25	643	Standard Levy Contribution Schedule from 01/11/2025 to 31/01/2026 FULLY PAID	\$280.80	\$280.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$267.80	\$267.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$13.00	\$13.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/11/25	746	Water for period 16/08/25 - 16/10/25 FULLY PAID	\$167.33	\$167.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$167.33	\$167.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/01/26	766	Water for period 17/10/25 - 16/12/25 FULLY PAID	\$198.38	\$198.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$198.38	\$198.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Levy Totals for the Period 01/07/25 to 23/01/26</b>			<b>\$1,153.53</b>	<b>\$1,153.53</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Receipts**

Date	Reference	Details	Admin	Reserve	Total	Discount	Interest Paid	GST
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**PRO-ACTIVE STRATA MANAGEMENT**  
**OWNER TRANSACTION SUMMARY from 01/07/25 to 23/01/26**  
**Contribution Schedule**

**S/Plan:** 47803  
**Lot#:** 15      **Unit#:**  
**Owner Name:** Lim Leung Feng Tsang

**Units of Entitlement:** 52  
**Contribution Schedule:** 52

**Paid To:** 31/01/26  
**Interest:** \$0.00  
**Total Due:** \$0.00 as at 23/01/26

**Receipts(Continued)**

Date	Reference	Details	Admin	Reserve	Total	Discount	Interest Paid	GST
01/07/25	964	Water for period 17/04/25 - 17/06/25	\$93.09	\$0.00	\$93.09	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
08/07/25	977	Standard Levy Contribution Schedule for 01/08/2025 to 31/10/2025	\$267.80	\$13.00	\$280.80	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
10/10/25	1033	Standard Levy Contribution Schedule for 01/11/2025 to 31/01/2026	\$267.80	\$13.00	\$280.80	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
10/10/25	1034	Water for period 18/06/25 - 15/08/25	\$133.13	\$0.00	\$133.13	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
01/12/25	1079	Water for period 16/08/25 - 16/10/25	\$167.33	\$0.00	\$167.33	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
24/12/25	1086	Water for period 17/10/25 - 16/12/25	\$198.38	\$0.00	\$198.38	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000003079						
<b>Receipt Totals for the Period 01/07/25 to 23/01/26</b>			<b>\$1,127.53</b>	<b>\$26.00</b>	<b>\$1,153.53</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

The Owners of Doncaster Village  
91 Amherst Road,  
CANNING VALE WA 6155

Strata Plan 47803

<p style="text-align: center;"><b>MINUTES OF ANNUAL GENERAL MEETING</b></p>
---

Dated: 04/06/2025

Dear FILE COPY

Please see enclosed minutes of the Annual General Meeting of the Owners Doncaster Village Strata Plan 47803, held on **03/06/2025 at Virtual Meeting via WebEx** .

Kind regards,

**Kendal Garnett - SM8**  
Strata Manager  
For and on behalf of  
The Owners of Strata Plan 47803  
sm8@proactivestrata.com.au

# Minutes for the Annual General Meeting

S/Plan 47803 Doncaster Village 91 Amherst Road

Generated at: 04/06/2025 09:25 am

03/06/2025 05:00 pm

User: Kendal Garnett - SM8

## 1. Preliminaries

- (a) **Record of Attendance & Proxies** – Please refer to the attached attendance sheet
- (b) **Declaration of Quorum** – Pursuant to Section 130 (4) of the ST Act 1985, a quorum was deemed constituted by those present and entitled to vote.
- (c) **Appointment of Meeting Chairperson** – The Strata Manager, Kendal Garnett - SM8 was appointed the chairperson for the purpose of the meeting
- (d) **Meeting Open Time** – The meeting was declared open at 5.30pm.

## 2. Confirmation of Minutes

It was resolved to confirm the Minutes of the previous Annual General Meeting dated 22/05/2024 as a true and correct record of the meeting.

## 3. Election of Council of Owners

On a motion it was resolved that the Council of the Strata Company shall consist of 3 members until the next Annual General Meeting.

The following members were nominated and duly elected to the Council of Owners.

- 1. Denise Healy - Lot 10
- 2. Sandy Lam - Lot 11
- 3. Syed Habibur - Lot 12

The elected client liaison for the Strata Company is Sandy Lam, Lot 11.

## 4. Consideration and Adoption of Financials

It was resolved that Pursuant to section 127 (3) (b) of the Strata Titles Act 1985 to accept the financial details for the 01/05/2024 to 30/04/2025 showing an amount of \$15,600.11 net owners funds as outlined on the Income and Expenditure as a true and correct record.

## 5. Insurance Renewal

It was resolved that by ordinary resolution Pursuant to section 127 (3) (c) of the Strata Titles Act 1985, the Strata Company resolve to accept the insurance details as outlined on the Insurance Schedule appended to this Notice and authorise Pro Active Strata Management to act as Agents for the renewal of the insurance policy, and directs them to renew the policy before expiry.

## 6. Execution of Documents

It was resolved that by ordinary resolution that the Strata Company in accordance with section 118(2)(a) of the Strata Titles Act 1985 (Act) authorises any of the following;

- 1. members of the council of the Strata Company acting jointly; AND
- 2. the representative of Pro-Active Strata Management on behalf of the Strata Company after written instructions from the Council of Owners.

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

## 7. Debt recovery

It was resolved that the below Debt Recovery Procedure be adopted;

- 1. Reminder notice issued to the registered levy address and/or via email when the account is 15 days in arrears.

2. Final notice issued to the registered levy address and/or via email when the account is 30 days in arrears giving 14 days to pay all outstanding amounts. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
3. A Letter of Demand will be issued to the registered levy address and/or via email from GV Lawyers. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
4. After instructions from the Council of Owners, a general procedure claim is to be filed at the Magistrates Court by a Lawyer.

Please note: Only the above procedure will be followed. Calls to owners regarding payment / arrears are not made by Pro Active Strata Management. All costs relating to debt recovery will be paid by the Strata Company and may be on-billed to the lot proprietor if a debt recovery bylaw has been registered.

## 8. Alterations and Additions

The meeting noted that after the change in the Strata Titles Act, all owners who wish to alter, improve, replace or change their lot or common property are required to complete the appropriate documentation, and may require the approval of the Strata Company, not just the Council of Owners. If you wish to make any changes, please contact your Strata Manager to discuss this matter before proceeding to obtain the appropriate documentation.

The owner of Lot 10 sought clarification regarding planned garden/landscaping works to their lot. Strata manager advised that for this type of strata, aesthetic changes in keeping with the other lots doesn't require strata company approval, this is mainly for structural alterations such as patios, unit additions, etc.

## 9. 10 Year Maintenance Plan

It was resolved that those items on the ten-year maintenance plan have been reviewed by the Strata Company.

**Ten-year maintenance plans need to be updated 5 years - the next updated plan is due on the 05/05/2026.**

## 10. Budget of Expenditure

It was resolved that the amended budget of estimated expenditure inclusive of GST, totaling \$33,273.30 for the Admin fund and \$0.00 for the Reserve fund, be adopted for the 01/05/2025 to 30/04/2026 financial year and additionally, that the estimated expenses budget be adopted and remain effective throughout the next financial year until the next Annual General Meeting.

### Explanatory for Motion 10

Please note that any applications or preparation of any kind in relation to approvals under the Strata Titles Act of any type ARE NOT covered under the standard Strata Management fees. Pro-Active Strata Management charge \$160.00 per hour with a minimum charge of 4 hours for work on these items. The Strata Company will need to decide whether the Strata Company or the owner will pay these costs.

## 11. Determination of Levy

It was resolved that the amended levy of contributions on proprietors for the financial year, totaling \$20,600.00 for the Admin fund and \$1,000.00 for the Reserve fund be payable quarterly in advance in the amounts and on the dates shown in the below levy schedule, AND further, that the collection of the total levy budget will persist through the next financial year until the next Annual General Meeting

ADMIN

Due Date	Period	\$ per unit entitlement
01/05/2025	01/05/2025 - 31/07/2025	Preissued \$5.15
01/08/2025	01/08/2025 - 31/10/2025	\$5.15
01/11/2025	01/11/2025 - 31/01/2026	\$5.15
01/02/2026	01/02/2026 - 30/04/2026	\$5.15
01/05/2026	01/05/2026 - 31/07/2026	Preissue \$5.15

## RESERVE

Due Date	Period	\$ per unit entitlement
01/05/2025	01/05/2025 - 31/07/2025	Preissued \$0.25
01/08/2025	01/08/2025 - 31/10/2025	\$0.25
01/11/2025	01/11/2025 - 31/01/2026	\$0.25
01/02/2026	01/02/2026 - 30/04/2026	\$0.25
01/05/2026	01/05/2026 - 31/07/2026	Preissue \$0.25

The Strata Company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA). To ensure that the Strata Company is compliant with these obligations at all times, it needs to ensure that sufficient funds are available to renew its insurance policy when it falls due.

## 12. General Business

**12.1 Rubbish on Verge** - the meeting discussed that rubbish has been left on the front verge and it is believed this may be from the adjoining lot. Strata manager to reach out to the owner of the lot to have items removed. Strata manager to contact local council for items to be removed if they were not from the strata.

## 13. Future AGM

It was resolved that the next AGM for the strata company be tentatively booked for 28/05/2026

\*Please note this date may be changed if unforeseen circumstances arise, however the Strata Manager will contact the Council of Owners should this be the case.

## 14. Close of Meeting

There being no further business the meeting was closed at 5.45pm.

# Attendance

S/Plan 47803 Doncaster Village 91 Amherst Road

Annual General Meeting

Generated at: 04/06/2025 09:08 am

03/06/2025 05:00 pm

User: Kendal Garnett - SM8

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## Attendees

Lot	Unit	Name	Apologies	Voting Sheet
10	10	Denise Healy	N	N
11	11	Yeok Ping Lam (Sandy)	N	N
12		Proxy to the Chairperson representing S M Habibur & T Tarin	N	N

## Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: Y

**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Printed 04/06/2025 at 09:07:21 User= Kendal Garnett - SM8

Page 1

**Administrative Fund**

<b>Accepted Budget</b>	<b>Current Actual</b>	<b>Current Budget</b>
(01/05/2025-30/04/2026)	(01/05/2024-30/04/2025)	(01/05/2024-30/04/2025)

**Income**

Interest on Overdue Levies	\$0.00	\$59.52	\$0.00
Levy Income	\$20,600.00	\$20,600.00	\$20,600.00
Recovery - Water usage	\$13,000.00	\$12,829.29	\$12,000.00
Section Certificate Income	\$0.00	\$560.00	\$0.00

**Total Admin Fund Income**

<b>\$33,600.00</b>	\$34,048.81	\$32,600.00
--------------------	-------------	-------------

**Expense**

Admin - Income Tax	\$85.00	\$84.00	\$0.00
Admin - Legal and Debt Collection Fees	\$0.00	\$88.00	\$0.00
Contract Charges - Additional Services (Sch. B,C,D)	\$550.00	\$522.45	\$250.00
Contract Charges - Agent Disburst Submetering	\$770.00	\$770.00	\$700.00
Contract Charges - Insurance Services	\$283.00	\$282.96	\$283.00
Contract Charges - Section Certificate	\$0.00	\$280.00	\$0.00
Contract Charges - Strata Management Fees	\$8,335.30	\$8,335.32	\$8,335.30
Insurance - Premiums	\$2,200.00	\$2,005.69	\$2,150.00
Insurance - Valuation	\$0.00	\$440.00	\$0.00
Maintenance - Consultant	\$0.00	\$825.00	\$2,200.00
Maintenance - Contingency	\$1,400.00	\$1,399.02	\$1,000.00
Maintenance - Irrigation Systems	\$300.00	\$0.00	\$300.00
Maintenance - Lawns & Gardening	\$3,000.00	\$2,288.00	\$800.00
Utility - Electricity	\$300.00	\$(98.44)	\$300.00
Utility - Meter Reading Services	\$1,050.00	\$1,027.95	\$930.00
Utility - Water usage & Sewerage	\$15,000.00	\$14,491.33	\$17,000.00

**Total Admin Fund Expense**

<b>\$33,273.30</b>	\$32,741.28	\$34,248.30
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**TOTAL ADMIN LEVY INCOME**

<b>\$20,600.00</b>	\$20,600.00	\$20,600.00
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**TOTAL ADMIN BUDGET**

<b>\$20,600.00</b>		\$20,600.00
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**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Reserve Fund**

	<b>Accepted Budget</b>	<b>Current Actual</b>	<b>Current Budget</b>
	<i>(01/05/2025-30/04/2026)</i>	<i>(01/05/2024-30/04/2025)</i>	<i>(01/05/2024-30/04/2025)</i>

**Income**

Interest on Overdue Levies R	\$0.00	\$2.54	\$0.00
Levy Income	\$1,000.00	\$1,000.00	\$1,000.00

**Total Reserve Fund Income**

	<b>\$1,000.00</b>	\$1,002.54	\$1,000.00
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**Expense**

Maintenance - Plumbing & Drainage R	\$0.00	\$0.00	\$1,377.00
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**Total Reserve Fund Expense**

	<b>\$0.00</b>	\$0.00	\$1,377.00
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**TOTAL RESERVE LEVY INCOME**

	<b>\$1,000.00</b>	\$1,000.00	\$1,000.00
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**TOTAL RESERVE BUDGET**

	<b>\$1,000.00</b>		\$1,000.00
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**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Budget Summary (01/05/2025-30/04/2026)**

	<b>Accepted</b>	<b>1st Instalment 01/05/2025</b>	<b>2nd Instalment 01/08/2025</b>	<b>3rd Instalment 01/11/2025</b>	<b>4th Instalment 01/02/2026</b>	<b>TOTAL (01/05/2025-30/04/2026)</b>	<b>Next Pre Issue 01/05/2026</b>
Administrative Fund	\$20,600.00	\$5,150.00	\$5,150.00	\$5,150.00	\$5,150.00	\$20,600.00	\$5,150.00
Reserve Fund	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00	\$1,000.00	\$250.00
Contribution Schedule Total	\$21,600.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$21,600.00	\$5,400.00
<b>Amount to Collect</b>	<b>\$21,600.00</b>	<b>\$5,400.00</b>	<b>\$5,400.00</b>	<b>\$5,400.00</b>	<b>\$5,400.00</b>	<b>\$21,600.00</b>	<b>\$5,400.00</b>

**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Levy Adjustment Summary (01/05/2025-30/04/2026)**

**Contribution Schedule**

**Aggregate Units of Entitlement (UOE) - 1000**

<b>Due Date</b>	<b>Levy Period</b>	<b>Admin</b>	<b>Reserve</b>	<b>Total</b>
01/05/2025	01/05/2025 - 31/07/2025	\$5.15	\$0.25	\$5.40 Pre Issued
01/08/2025	01/08/2025 - 31/10/2025	\$5.15	\$0.25	\$5.40
01/11/2025	01/11/2025 - 31/01/2026	\$5.15	\$0.25	\$5.40
01/02/2026	01/02/2026 - 30/04/2026	\$5.15	\$0.25	\$5.40
<b>Financial Year Total per Units of Entitlement</b>		<b>\$20.60</b>	<b>\$1.00</b>	<b>\$21.60</b>
<b>Financial Year Aggregate</b>		<b>\$20,600.00</b>	<b>\$1,000.00</b>	<b>\$21,600.00</b>
<b>Accepted Budget Amount</b>		<b>\$20,600.00</b>	<b>\$1,000.00</b>	<b>\$21,600.00</b>
01/05/2026	01/05/2026 - 31/07/2026	\$5.15	\$0.25	\$5.40 Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$5,150.00</b>	<b>\$250.00</b>	<b>\$5,400.00</b>

**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Owner Summary (01/05/2025-30/04/2026) - Contribution Schedule**

UOE	Lot(s)	1st Instalment 01/05/2025	2nd Instalment 01/08/2025	3rd Instalment 01/11/2025	4th Instalment 01/02/2026	TOTAL (01/05/2025-30/04/2026)	Next Pre Issue 01/05/2026
52	1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19						
	Admin	\$267.80	\$267.80	\$267.80	\$267.80	\$1,071.20	\$267.80
	Reserve	\$13.00	\$13.00	\$13.00	\$13.00	\$52.00	\$13.00
	<b>Owner Total</b>	<b>\$280.80</b>	<b>\$280.80</b>	<b>\$280.80</b>	<b>\$280.80</b>	<b>\$1,123.20</b>	<b>\$280.80</b>
55	7, 8						
	Admin	\$283.25	\$283.25	\$283.25	\$283.25	\$1,133.00	\$283.25
	Reserve	\$13.75	\$13.75	\$13.75	\$13.75	\$55.00	\$13.75
	<b>Owner Total</b>	<b>\$297.00</b>	<b>\$297.00</b>	<b>\$297.00</b>	<b>\$297.00</b>	<b>\$1,188.00</b>	<b>\$297.00</b>
54	9, 10, 11						
	Admin	\$278.10	\$278.10	\$278.10	\$278.10	\$1,112.40	\$278.10
	Reserve	\$13.50	\$13.50	\$13.50	\$13.50	\$54.00	\$13.50
	<b>Owner Total</b>	<b>\$291.60</b>	<b>\$291.60</b>	<b>\$291.60</b>	<b>\$291.60</b>	<b>\$1,166.40</b>	<b>\$291.60</b>

**Pro-Active Strata Management  
Accepted Budget for Strata Company 47803**

**DONCASTER VILLAGE, 91 Amherst Road CANNING VALE**

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)  
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

**Contribution Summary (01/05/2025-30/04/2026)**

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19	Contribution Schedule <b>Owner Total</b>	52	\$1,071.20 <b>\$1,071.20</b>	\$52.00 <b>\$52.00</b>	\$0.00 <b>\$1,123.20</b>
7, 8	Contribution Schedule <b>Owner Total</b>	55	\$1,133.00 <b>\$1,133.00</b>	\$55.00 <b>\$55.00</b>	\$0.00 <b>\$1,188.00</b>
9, 10, 11	Contribution Schedule <b>Owner Total</b>	54	\$1,112.40 <b>\$1,112.40</b>	\$54.00 <b>\$54.00</b>	\$0.00 <b>\$1,166.40</b>
	<b>Overall Total</b>		<b>\$20,600.00</b>	<b>\$1,000.00</b>	<b>\$21,600.00</b>

Schedule	UOE
Contribution Schedule	1000

# RESERVE FUND PLANS™

Insurance Valuations · WHS (Safety) Reports · Asbestos Reports

ABN 90 620 626 565

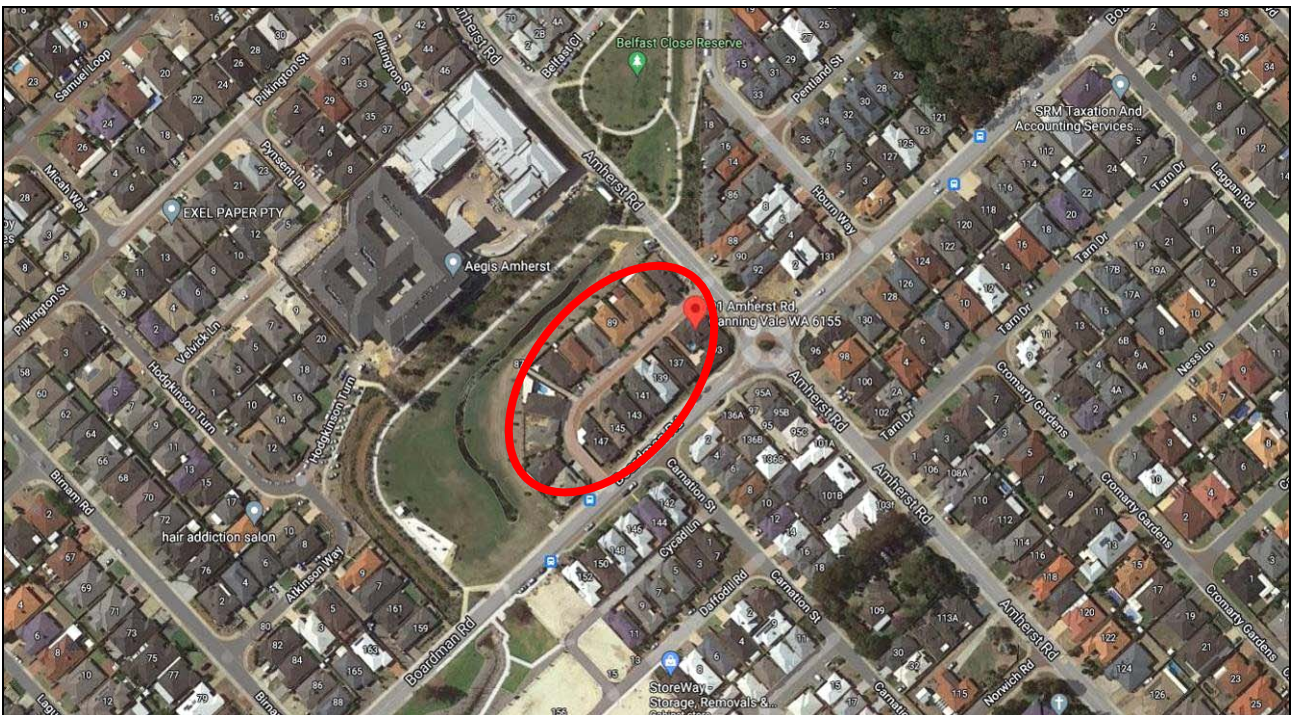
Independent Professional Reports

## 10 YEAR RESERVE FUND PLAN

DATE OF INSPECTION: 5 MAY 2021



**DONCASTER VILLAGE, 91 AMHERST ROAD, CANNING VALE :: SP47803**



**RESERVE FUND PLANS**  
WESTERN AUSTRALIA  
**1300 55 18 30**  
Specialists in Strata

Specialist Property Professionals

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# RESERVE FUND PLANS<sup>TM</sup>

Insurance Valuations · WHS (Safety) Reports · Asbestos Reports

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ABN 90 620 626 565

## Independent Professional Reports

The Owners of Doncaster Village, Survey-Strata Plan 47803  
91 Amherst Road, Canning Vale

7 May 2021

Dear Owners,

**RE: 10 Year Reserve Fund Plan - 91 Amherst Road, Canning Vale - Survey-Strata Plan 47803**

Thank you for your instructions to provide a 10 Year Reserve Fund Plan for your strata scheme.

You will find that our Reports are easy to read and understand, however if you have any questions feel free to contact us directly.

Over 34% of all Strata Managers in Western Australia utilise Reserve Fund Plans to carry out various property compliance reports including the 10 Year Plan required under s102 of the Strata Titles Act 1985 and Regulation 77 of the Strata Titles (General) Regulations 2019.

As far as we know Reserve Fund Plans are the only company that provides a 10 Year Plan that complies with the legislation in Western Australia.

Our other services include:

- Asbestos Registers
- Building Insurance Valuations
- Common Property Safety Reports
- COVID-19 Plans
- Cladding Clearance Certificates
- Life Cycle Maintenance Reports

The above Reports, Plans and Certificates are carried out on all types of property including residential, retail, commercial, industrial, high rise, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage Reserve Fund Plans to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

Congratulations, you now comply with the Strata Titles Act 1985 and the Strata Titles (General) Regulations 2019, in regard to obtaining a compliant 10 Year Plan from Reserve Fund Plans.

Your sincerely,



**Wal Dobrow** FAPI FRICS FREI REIV(Aust) CDP CPP CPV

Director



Specialist Strata Property Professionals

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## Contents

<b>Identification of Covered Items</b> .....	3
<b>Condition Report - Method and Reasoning</b> .....	4
Condition Report - Estimated Lifespan.....	4
Payment Plan.....	5
Proof of our Recommendations .....	5
Assumptions.....	5
Recommendation - First Year Reserve Fund Contributions per lot .....	6
Graph - Reserve Fund Balance, Costs and Contributions.....	7
<b>Method</b> .....	8
Additional Comments.....	8
Recommendation.....	9
Points of consideration.....	9
Summary.....	10
<b>The Legislation</b> .....	11
Budget.....	11
Decisions made by the Strata Company about the Plan.....	11
Covered Items.....	12
Condition Report.....	12
Long Term Capital Items.....	12
Reserve Fund Plans compliance with the Legislation.....	12
<b>General background comments</b> .....	13
Explanation of a Reserve Fund Plan.....	13
Practical Approach.....	13
Benefit of a well prepared Reserve Fund Plan.....	13
Maintenance Plan v 10 Year Plan.....	13
Contractors and Consultants.....	14
Photographs.....	15

### **Annexure A - Annual Individual Lot Contribution over the 10 Year Plan**

#### Copyright Notice:

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## COVERED ITEMS

## Identification of Covered Items - 10 Year Reserve Fund Plan - Cost Estimates (includes GST)

<b>10 Year Plan for:</b>	The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale	<b>Survey-Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>	30 April 2021 to 30 April 2031	<b>Plan prepared on:</b>	7 May 2021

Ser-ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
					Apr-22	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31
1	<b>Structure</b>													
2														
3	Long term capital items	\$4,750	10	\$7,377										\$7,377
4	<b>Appendages</b>													
5														
6	Common property lighting	\$3,900	2	\$4,178		\$4,178								
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19	<b>Outside</b>													
20														
21	Utility services, cabinets, conduits	\$2,300	7	\$3,130							\$3,130			
22	Perimeter fences	\$7,800	9	\$11,592									\$11,592	
23	Driveway + pavers + bollards	\$9,400	6	\$12,241						\$12,241				
24	Garden + reticulation	\$2,100	5	\$2,494					\$2,494					
25														
26	Trip or slip hazards	\$500	1	\$518	\$518									
27	Stormwater pits + pipes	\$1,200	4	\$1,377				\$1,377						
28														
29	Concrete pathway	\$1,100	8	\$1,564								\$1,564		
30	Signage	\$900	3	\$998			\$998							
31														
	<b>Total Estimate (rounded)</b>	<b>\$33,950</b>		<b>\$45,468</b>	<b>\$518</b>	<b>\$4,178</b>	<b>\$998</b>	<b>\$1,377</b>	<b>\$2,494</b>	<b>\$12,241</b>	<b>\$3,130</b>	<b>\$1,564</b>	<b>\$11,592</b>	<b>\$7,377</b>

\*Covered Items are the items as defined in regulation 77(1)(e) of the Strata Titles (General) Regulations 2019.

**CONDITION REPORT**

**Condition Report - 10 Year Reserve Fund Plan - Method and Reasoning for the Costs Estimates (includes GST)**

<b>10 Year Plan for:</b>	The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale	<b>Survey-Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>	30 April 2021 to 30 April 2031	<b>Plan prepared on:</b>	7 May 2021

**Method and Reasoning**

Ser-ial	*Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	<b>Structure</b>					
2						
3	Long term capital items	\$4,750	10	Contribution towards the repair of the long term capital items		More than 20 years
4	<b>Appendages</b>					
5						
6	Common property lighting	\$3,900	2	Contribution towards the replacement of the common property lighting	Average condition	3-5 years
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	<b>Outside</b>					
20						
21	Utility services, cabinets, conduits	\$2,300	7	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 years
22	Perimeter fences	\$7,800	9	Allowance for the repair of the perimeter fences	Average condition	15-20 years
23	Driveway + pavers + bollards	\$9,400	6	Contribution towards the maintenance of the driveway + pavers + bollards	Average condition	7-10 years
24	Garden + reticulation	\$2,100	5	Contribution towards the renewal of the garden + reticulation	Average condition	5-7 years
25						
26	Trip or slip hazards	\$500	1	Allowance for trip or slip hazards	Average condition	5-7 years
27	Stormwater pits + pipes	\$1,200	4	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 years
28						
29	Concrete pathway	\$1,100	8	Allowance for the repair of the concrete pathway	Average condition	7-10 years
30	Signage	\$900	3	Allowance for the renewal of the signage	Average condition	5-7 years
31						
	<b>Total Estimate (rounded)</b>	<b>\$33,950</b>				

\* This means the year after the Plan is prepared.

**PAYMENT PLAN**

**Recommended Annual Reserve Fund Payment Plan and verification of our recommendations**

<b>10 Year Plan for:</b>	The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale	<b>Survey-Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>	30 April 2021 to 30 April 2031	<b>Plan prepared on:</b>	7 May 2021

End of Year	Year Ending	Recommended Reserve Fund Payment	Annual % change in Reserve Fund Payment	Adjusted Reserve Fund Payment (increase/decrease)	Res/Fund Balance + Interest + Annual Res/Fund Payment	Costs in each year refer to the table above (page 3)	Reserve Fund Balance	Interest on the Reserve Fund Balance
A	B	C	D	E	F	G	H	I
					<b>H+I+C</b>		<b>F-G</b>	<b>0.75%</b>
							<b>\$8,244</b>	<b>\$62</b>
1	Apr-22	\$3,354			\$11,660	\$518	\$11,142	\$84
2	Apr-23	\$3,488	4.00%		\$14,713	\$4,178	\$10,536	\$79
3	Apr-24	\$3,627	4.00%		\$14,242	\$998	\$13,244	\$99
4	Apr-25	\$3,772	4.00%		\$17,116	\$1,377	\$15,739	\$118
5	Apr-26	\$3,923	4.00%		\$19,780	\$2,494	\$17,286	\$130
6	Apr-27	\$4,080	4.00%		\$21,496	\$12,241	\$9,255	\$69
7	Apr-28	\$4,244	4.00%		\$13,568	\$3,130	\$10,438	\$78
8	Apr-29	\$4,413	4.00%		\$14,929	\$1,564	\$13,365	\$100
9	Apr-30	\$4,590	4.00%		\$18,055	\$11,592	\$6,464	\$48
10	Apr-31	\$4,773	4.00%		\$11,285	\$7,377	\$3,909	\$29
11	Apr-32	\$4,964	4.00%		\$8,902		\$8,902	\$67

Note: some figures may be rounded

<b>Assumptions</b>		Our Recommendation of the Annual Reserve Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Reserve Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Reserve Fund Payment (negative adjustment) from Column E to ensure that the Reserve Fund Balance remains positive in each year. Column F includes the Reserve Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Reserve Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Reserve Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Reserve Fund contribution for Capital Items	\$4,754	
Buffer (or adjustment to the base annual contribution)	-\$1,400	
<b>Recommended Annual Fund Contribution (After Buffer)</b>	<b>\$3,354</b>	
Current Annual Reserve Fund contribution (as instructed)	\$1,000	
Current Reserve Fund Balance (as instructed)	\$8,244	
Annual Reserve Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

**RECOMMENDATION****First Year - Recommended Annual Reserve Fund Contributions for each Lot PER ANNUM**

<b>10 Year Plan for:</b>	The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale	<b>Survey-Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>	30 April 2021 to 30 April 2031	<b>Plan prepared on:</b>	7 May 2021

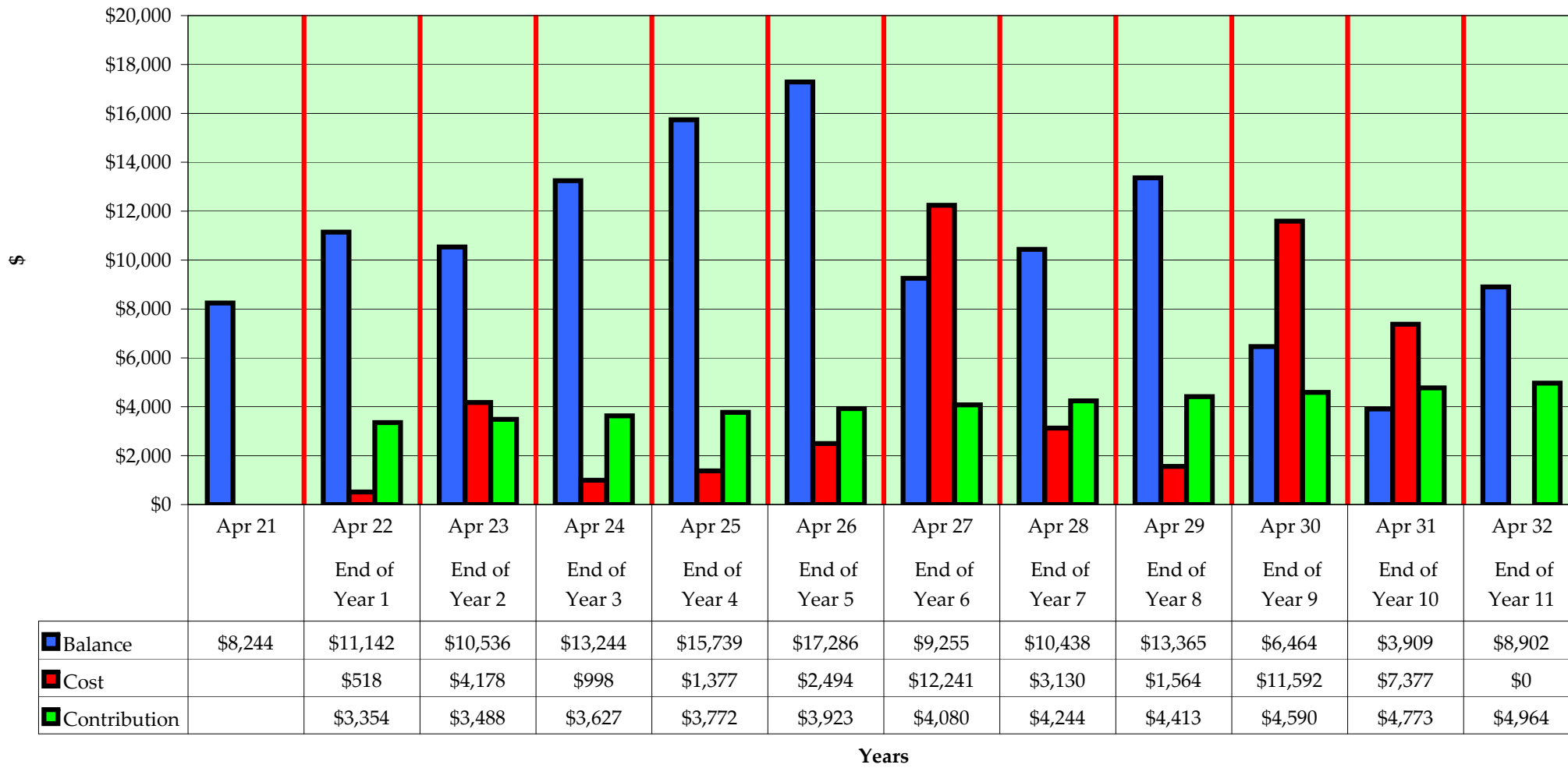
Rate per U/E	Lot No	Unit Entitlem.	First Year Reserve Fund Payment PA
\$3.37	1	52	\$175
	2	52	\$175
	3	52	\$175
<b>Total Unit Entitlement</b>	4	52	\$175
	5	52	\$175
	6	52	\$175
994	7	52	\$175
	8	52	\$175
	9	54	\$182
<b>Recommended First Year Reserve Fund Contribution</b>	10	54	\$182
	11	54	\$182
	12	52	\$175
	13	52	\$175
\$3,354	14	52	\$175
	15	52	\$175
	16	52	\$175
	17	52	\$175
	18	52	\$175
	19	52	\$175
	20	cp lot	=
			\$3,354

**GRAPH RESULTS**

**Graph - Recommended Reserve Fund Contributions, Estimated Costs, Reserve Fund Balance - 10 Years**

<b>10 Year Plan for:</b>	The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale	<b>Survey-Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>	30 April 2021 to 30 April 2031	<b>Plan prepared on:</b>	7 May 2021

**10 Year Reserve Fund Plan**



■ Balance ■ Cost ■ Contribution

## **Method**

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the Covered Items as set out in the 10 Year Plan were determined is set out below: See Regulation 77(1)(g). The assessments contained in this Plan have been calculated in accordance with the Strata Titles Act 1985 (Act), in particular section 100(2A), and the Strata Titles (General) Regulations 2019 (Regulations), specifically, Regulations 77 and 179.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Strata Company requires more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessment to determine the costs of maintenance, repair, renewal, replacement or upgrading of Covered Items and do not accept responsibility for any errors from the above providers of source data. The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs and uncertainty and risk over time.

The easily accessible areas of the property are physically inspected at the time of our inspection, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from Building Costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Sinking and Reserve Fund Plans.

## **Additional comments**

As the subject scheme is a survey-strata scheme, the common property primarily comprises of the driveway and fixtures to the driveway, utility services, any lighting, garden areas, signage, stormwater pits and pipes, as well as the fences on the common perimeter boundary. I have prepared the Reserve Fund Plan on that basis.

## **Recommendation**

I consider that the existing Reserve Fund Balance is very good, the Current Contributions are not sufficient and additional allowances should always be made for any unforeseen circumstances. I recommend that the Owners adopt as a minimum, the Reserve Fund Payments as shown.

## **Points of consideration**

I have made the following allowances:

- contribution towards the repair of the long term capital items, if required.
- contribution towards the replacement of the common property lighting in year 2.
- contribution towards the repair of the utility services, cabinets, conduits in year 7.
- in year 9, allowance for the repair of the perimeter fences, if required. Where appropriate, at 50% of the cost in accordance with the Dividing Fences Act 1961.
- contribution towards the maintenance of the driveway + pavers + bollards in year 6.
- contribution towards the renewal of the garden + reticulation, if required. The owners may wish to refresh and restore the landscaped areas.
- allowance for trip or slip hazards in year 1, if required.
- in year 4, contribution towards the maintenance of the stormwater pits + pipes.
- allowance for the repair of the concrete pathway in year 8.
- allowance for the renewal of the signage, if required.

Note that this Reserve Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal or replacement during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Reserve Fund Plan may occur in the immediate future. This Reserve Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered.

**Summary**

The following annual Reserve Fund contributions are recommended at the dates shown below.

Year	Year Ending	Recommended Reserve Fund Payment (includes any Extra Costs payment)
1	Apr-22	\$3,354
2	Apr-23	\$3,488
3	Apr-24	\$3,627
4	Apr-25	\$3,772
5	Apr-26	\$3,923
6	Apr-27	\$4,080
7	Apr-28	\$4,244
8	Apr-29	\$4,413
9	Apr-30	\$4,590
10	Apr-31	\$4,773
11	Apr-32	\$4,964

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



**W. L. Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV**

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Australian Property Institute - Certified Practising Valuer

Accredited Practitioner (Fire Safety) No F053119A

Suite 18, 30 Kearns Crescent, Applecross WA 6153

This Plan is for the use of the Strata Company and the Strata Manager to assist in determining budgets and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. This Plan has been prepared on the basis of the instruction being for a 10 Year Plan for the Reserve Fund only and in order to satisfy the requirements of the Act and the Regulations, and for no other purpose.

A comprehensive Report including a 10 Year Reserve Fund Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time. This Plan does not cover the structural condition of the property nor environmental contamination. This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational safety and health, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Reserve Fund Plan, as requested by the Strata Company. The Strata Company is entitled to choose whatever Reserve Fund contributions they deem appropriate for their particular circumstances.

## The Legislation

The Strata Titles Act 1985 was amended on 1 May 2020 and the Strata Titles (General) Regulations 2019 commenced operation on that date. The Act requires a Designated Strata Company to have a Reserve Fund and to prepare a 10 year plan.

**A Designated Strata Company** is defined as a strata company for a:

- a. strata company for a scheme with 10 or more lots, or
- b. strata company for a scheme that has a scheme building replacement cost of more than \$5,000,000, or
- c. strata company for a survey-strata scheme if the replacement cost of the improvements on the common property is more than \$5,000,000.

Section 100 of the Strata Titles Act 1985 states that any other strata company **MAY** establish a Reserve Fund, the purpose of which is to accumulate funds for contingent expenses of a non-routine nature and major expenses of the strata company likely to arise in the future.

## Budget

The legislative purpose of a 10 Year Plan is to assist owners and a strata company in determining an appropriate annual budget for the reserve fund.

### **102. Budget (Strata Titles Act 1985)**

*(1) A strata company **must** prepare a budget for each financial year and submit it for approval to its annual general meeting.*

*(2) The budget must be prepared -*

*(a) taking into account, if applicable, **the 10 year plan for the reserve fund** ; and*

*(b) in accordance with any requirements set out in the regulations and the scheme by-laws.*

I have called my Plan a **Reserve Fund Plan** because the 10 Year Plan is aimed at assisting owners to decide how much money to allocate to the Reserve Fund.

## Decisions made by the Strata Company about the Plan

The Strata Company has instructed us to prepare the 10 year Plan on the following basis:

1. The Covered Items contained within the Plan are all of the items the Strata Company anticipates will require maintenance, repair, renewal or replacement in the period covered by the plan: see regulation 77(1)(e) of the Regulations.
2. The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Strata Company that, in the opinion of the Strata Company, should be included in the Plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the Plan: see regulation 77(2) of the Regulations.
3. The Strata Company considers the way the items have been itemised separately or grouped together in the Plan as appropriate: see regulation 77(4) of the Regulations.
4. The Strata Company considers the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item in accordance with regulation 77(6) of the Regulations.

Regulation 77 of the Regulations allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose (see Regulation 77(2) and 77(6)). If the Strata Company or the Owners choose not to provide any of the above information, this Reserve Fund Plan is a 10 Year Plan that still complies with the Strata Titles Act 1985 and the Strata Titles (General) Regulations 2019.

When I prepare the 10 year Reserve Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Reserve Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

### Covered Items

I take into account the list of Covered Items set out in Regulation 77(3) being the items of value of common property of the scheme and personal property of the Strata Company, as well as any other relevant items of value that should be included within the 10 year Reserve Fund Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

### Condition Report

My 10 year Reserve Fund Plan includes a Condition Report which sets out the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed or replaced, as well as the method and any assumptions used to determine the estimated costs in order to comply with Regulation 77.

### Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie minor reticulation items, ie sprayers, piping, deflectors, or light fitting components ie gaskets or seals if applicable; and (2) contingency and larger long term items such as an allowance for additional works ie landscaping or major reticulation, bore and water storage works, visitor car parking, rubbish bin area, services upgrading (rather than repairs) including conduits, cabling and the like, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between \$250 and \$350 per Lot, and on a more simplistic straight-line approach, as \$25 to \$35 per lot for the 10 year Plan.

### Reserve Fund Plans Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Reserve Fund Plan complies with each relevant aspect of the Strata Titles Act 1985 and Strata Titles (General) Regulations 2019 relating to 10 Year Plans.

## General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the owners.

### Explanation of a Reserve Fund Plan

Primarily the purpose of a Reserve Fund Plan is to determine the most practical and cost effective annual contribution for the reserve fund budget, and which covers the anticipated costs for the maintenance, repair, renewal, replacement or the upgrade of items of value that form part of the common property of the scheme and the personal property of the Strata Company for the 10 year period that the Plan covers.

### Practical approach

My recommended contribution takes into account any of the 'Covered Items' scheduled under Regulation 77(3) that apply to the Strata Company as well any other relevant common property including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

### Benefit of a well prepared Reserve Fund Plan

The benefit of this change in strata legislation is that owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing or replacing items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Reserve Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Reserve Fund.

The benefit of a properly prepared and implemented Reserve Fund Plan is that it creates a form of forced savings plan on a user pays basis for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Strata Company to meet their legislative obligations to repair and maintain the common property.

### 10 Year Plan v Maintenance Plan

A Maintenance Plan is generally different to a 10 Year Plan required to inform the Statement of Expenditure under the Act, and will tend to schedule the cost of items such as the renewal of the driveway or landscaped areas or shared services that will need replacement after so much scheduled use. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Strata Corporation where large special levies are typically imposed upon owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for landscaped areas may have no money required for years 1 to 4, and then have a large amount in year 5, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Reserve Fund balance and make adjustments for reasonable and practical annual Reserve Fund contributions.

### Contractors and consultants

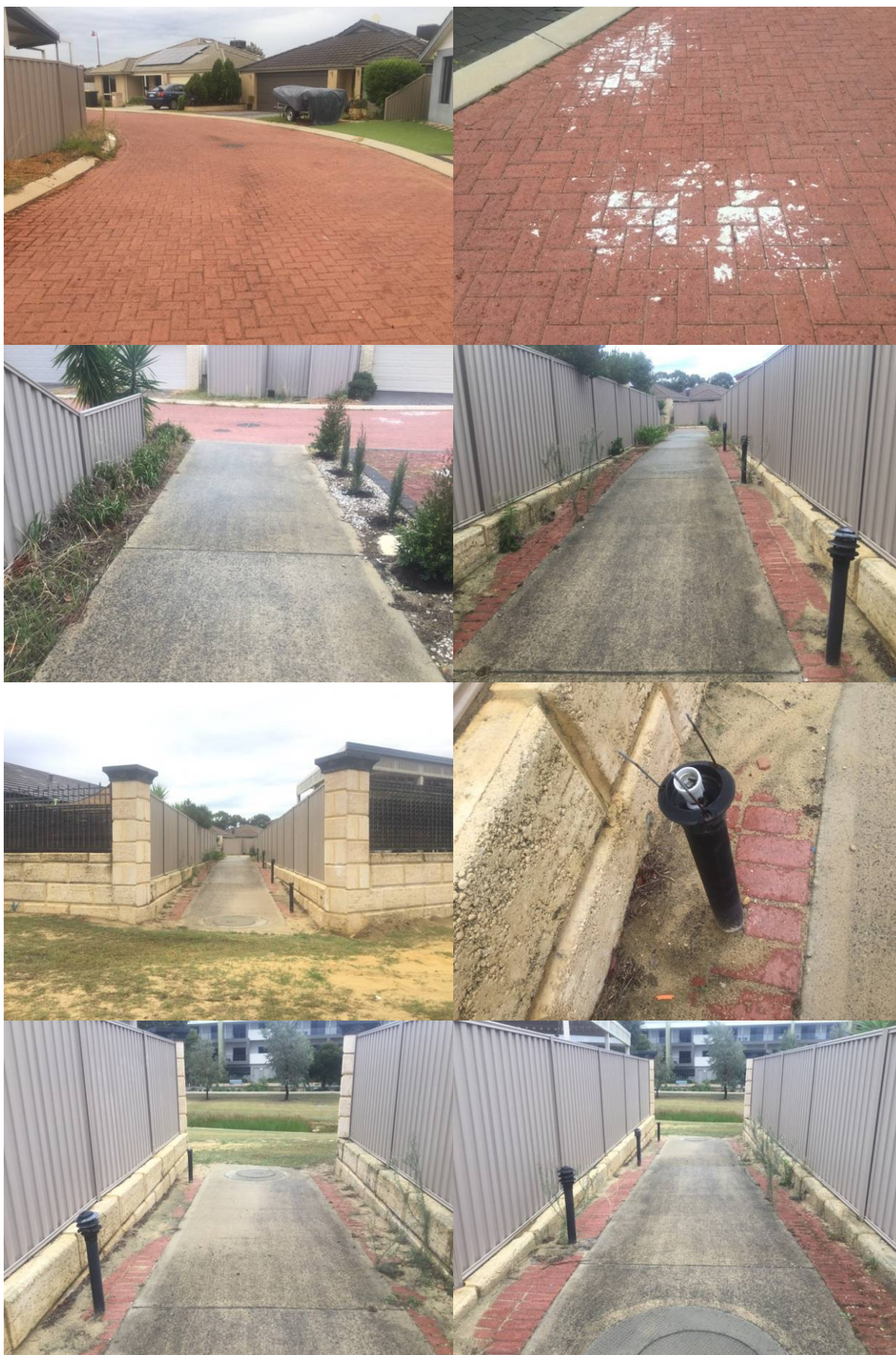
A survey-strata scheme or a 3AB scheme (where each lot owner is typically responsible for the improvements upon their own lot) may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as fire protection with hydrants, tanks, pumps, piping, detection and alarm systems; painting; stormwater drainage; plumbing; electrical; structural engineering (for retaining walls, foundations, masonry walls, roof support structures), and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Reserve Fund Plan. In the absence of these figures I make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved in earlier years leading up to a major cost.

In contrast to the above, my 10 year Reserve Fund Plan is a practical budgeting tool that provides a saving plan approach that ensures that there is sufficient money in the Reserve Fund to pay for the estimated contingent costs to maintain, repair, renew, replace or upgrade each anticipated Covered Item.

Photographs







<b>ANNEXURE A</b>		<b>Annual Individual Lot Contributions over the 10 Year Reserve Fund Plan</b>						
<b>10 Year Plan for:</b>		The Owners of Doncaster Village, Survey-Strata Plan 47803 - 91 Amherst Road, Canning Vale					<b>Strata Plan:</b>	<b>SP47803</b>
<b>Period covered by the Plan:</b>		30 April 2021 to 30 April 2031					<b>Prepared:</b>	7 May 2021

Figures may be rounded		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Apr-22	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32
1	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
2	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
3	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
4	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
5	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
6	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
7	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
8	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
9	54	\$182	\$189	\$197	\$205	\$213	\$222	\$231	\$240	\$249	\$259	\$270
10	54	\$182	\$189	\$197	\$205	\$213	\$222	\$231	\$240	\$249	\$259	\$270
11	54	\$182	\$189	\$197	\$205	\$213	\$222	\$231	\$240	\$249	\$259	\$270
12	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
13	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
14	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
15	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
16	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
17	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
18	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
19	52	\$175	\$182	\$190	\$197	\$205	\$213	\$222	\$231	\$240	\$250	\$260
20	cp lot											
	994	\$3,354	\$3,488	\$3,627	\$3,772	\$3,923	\$4,080	\$4,244	\$4,413	\$4,590	\$4,773	\$4,964