



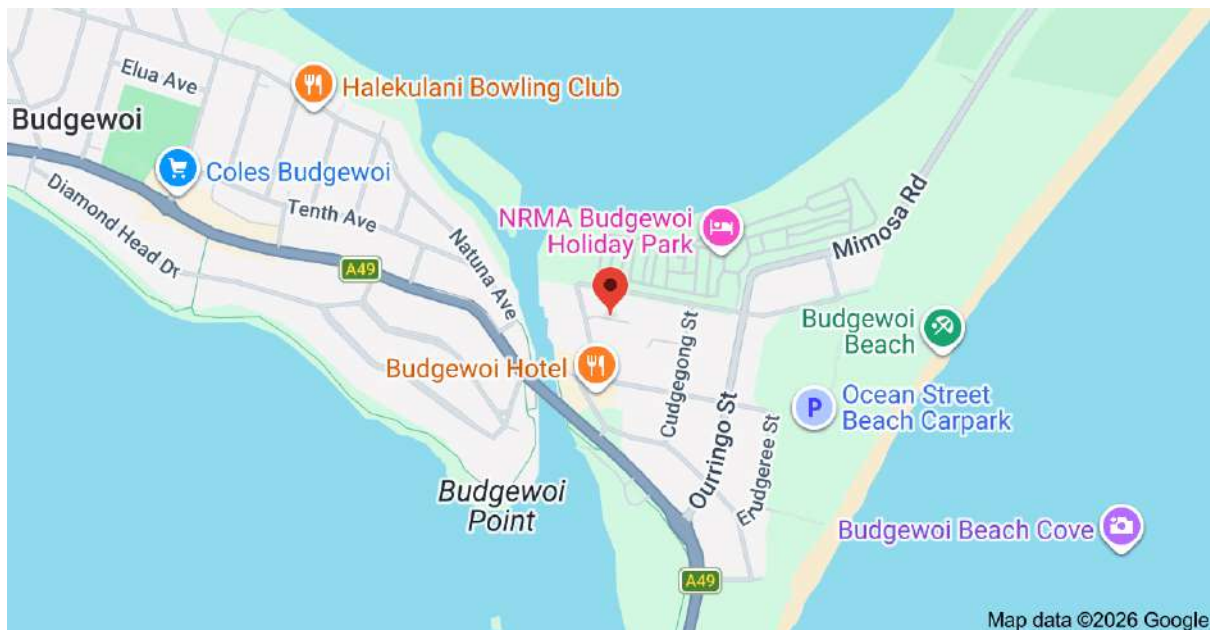
Pre-Purchase Strata Inspection Report

Strata Plan: 73814

Address: 2-4 Lake Street, BUDGEWOI NSW 2262

Building Name: N/A

Lot Number: 11



Client Name: John Andrew

Your Reference: As above

Purchaser: Proposed Sale

Vendor: Andrew & Andrew

Date of Inspection: 25th of March 2026

Date of Report: 26th of March 2026

Invoice Number: 84394



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REPORT OVERVIEW

Quarterly Contributions & Balances:

Quarterly levy contributions were last resolved on the 16th of February 2026 and are payable on the 01st of April, July, October & January.

Administration Fund

\$637.50 per quarter

Administration Fund Balance

\$928.01 CR

Capital Works Fund

\$221.67 per quarter

Capital Works Fund Balance

\$3,195.26 CR

Lot 11 has paid to the 31st of January 2026.

There were no current special levies sighted.

Annual General Meeting

The most recent Annual General Meeting (AGM) was held on the 16th of February 2026.

Strata Committee (SC) Members

J.Andrew (C), L.Bevan (T), J.Cook (S)

Insurance Policy

The insurance policy is next due on the 30th of September 2026.

Major Building Defects

The books & records inspected did not disclose any major building defects.

Litigation

The books & records inspected did not disclose any current or proposed litigation relating the Owners' Corporation.



CERTIFICATE OF TITLE & STRATA ROLL

1.1 Was the Certificate of Title sighted at the time of the search?	Yes
<i>Date of the Certificate of Title?</i>	27th of October 2004
<i>Edition number?</i>	1
<i>Number of Lots?</i>	11
<i>Address for notices for the Owners' Corporation?</i>	2-4 Lake Street, BUDGEWOI NSW 2262
<i>Unit Entitlement noted for the subject Lot?</i>	10/100
1.2 Do the Owners' Corporation maintain a strata roll?	Yes
<i>If no, why not?</i>	N/A
<i>Book or electronic form?</i>	Electronic
1.3 The Owner/s name as recorded in the strata roll:	John Andrew & Pam Andrew
<i>Owners Address</i>	11/2-4 Lake Street, BUDGEWOI NSW 2262
<i>Managing Agent/Nominee</i>	N/A
<i>Mortgagee (1)</i>	N/A
1.4 Did the Strata Roll Comply with the ACT in regard to the following:	
<i>Unit Entitlement recorded?</i>	Yes
<i>Original proprietor recorded?</i>	Yes
<i>Being in book/electronic form?</i>	Yes
<i>By-Laws recorded?</i>	Yes
<i>Current insurance noted?</i>	Yes
<i>Individual pages for Common Property?</i>	Yes
<i>The Strata Management company name recorded?</i>	Yes
<i>Has the Initial Period expired?</i>	Yes
1.5 The date of the First Annual General Meeting was noted as being:	Not sighted at the time of the inspection
1.6 The date of registration of the plans was noted as being:	27th of October 2004



INSURANCES & VALUATION

2.1 Name of Insurer/Broker:	Allianz Australia Insurance Limited
<i>Policy Number</i>	POL11008127
<i>Premium</i>	\$11,299.81
<i>Date of renewal</i>	30th of September 2026
2.2 Details of Building Insurance:	
<i>Sum Insured</i>	\$7,340,850
2.3 Details of Contents Insurance:	
<i>Sum Insured</i>	\$74,309
2.4 Details of Public Liability Insurance:	
<i>Sum Insured</i>	\$20,000,000
2.5 Details of Voluntary Workers Insurance:	
<i>Sum Insured</i>	\$200,000/\$2,000
2.6 Details of Workers Compensation Insurance:	
<i>Sum Insured</i>	Not Selected
2.7 Details of Fidelity Guarantee Insurance:	
<i>Sum Insured</i>	\$100,000
2.8 Details of Office Bearers Liability Insurance:	
<i>Sum Insured</i>	\$500,000
2.9 Details of Loss of Rent Insurance:	
<i>Sum Insured</i>	\$1,114,628
2.10 Details of Machinery Insurance:	
<i>Sum Insured</i>	Not Selected
2.11 Details of Government Audit Costs Insurance:	
<i>Sum Insured</i>	\$25,000
2.12 Details of Lot Owners Fixtures & Improvement Insurance:	
<i>Sum Insured</i>	\$300,000
2.13 Has a Valuation been carried out on the property?	Yes
<i>If yes, by who and what was the date of said valuation?</i>	Skelton Valuers provided a valuation on the 17th of April 2024
<i>What was the valuation amount recorded?</i>	\$6,740,000



OWNERS' CORPORATION RESPONSIBILITIES & BY-LAWS

<i>3.1 Are the minutes of Owners' Corporation and the Executive meetings kept for the prescribed period?</i>	Yes
<i>3.2 Are the notices of Owners' Corporation and the Executive meetings kept for the prescribed period?</i>	Yes
<i>3.3 Are the proxies retained for the prescribed period?</i>	Yes
<i>3.4 Are the prescribed accounting and financial records prepared and retained?</i>	Yes
<i>3.5 Is correspondence retained for the prescribed period?</i>	Yes
<i>3.6 Are Section 118 notices received by the Owners' Corporation?</i>	Yes
<i>3.7 Are records served under section 31 retained for the prescribed period?</i>	Yes
<i>3.8 Do the Minutes of the Meetings suggest that the By-Laws have been altered in the last two years?</i>	No
<i>If yes, what was the nature of the changes?</i>	N/A
<i>If yes, does it appear these changes have been registered?</i>	N/A
<i>3.9 Do the records disclose any exclusive use By-Laws/Approvals for the subject Lot within the last two years?</i>	Nothing sighted
<i>3.10 Is the "Keeping of Animals" By-Law enforced?</i>	Yes
<i>If yes, when was the last approval for a pet?</i>	Nothing sighted
<i>Was option "A", "B" or "C" on the certificate of title?</i>	Wasn't covered on the Certificate of Title



CONTRIBUTIONS & FUND BALANCES

<i>4.1 When were the current quarterly contribution struck?</i>	At the AGM dated 16th of February 2026
<i>4.2 When are the quarterly contributions due?</i>	01st of April, July, October & January
<i>4.3 Do the contributions appear to be correct?</i>	Yes
<i>If no why not?</i>	N/A
<i>4.4 What is the current Administration Fund levy per quarter?</i>	\$637.50 per quarter
<i>4.5 What is the current Capital Works Fund levy per quarter?</i>	\$221.67 per quarter
<i>4.6 What is the current balance of the Administration Fund?</i>	\$928.01 CR
<i>4.7 What is the current balance of the Capital Works Fund?</i>	\$3,195.26 CR
<i>4.8 How were the balances determined?</i>	From the Balance Sheet provided at the time of the search
<i>4.9 What was the date of the last increase in levies?</i>	01st of April 2026
<i>4.10 Are there any current special levies due?</i>	No
<i>If yes, what amount?</i>	N/A
<i>When are they due?</i>	N/A
<i>What is the purpose of the levy?</i>	N/A
<i>4.11 Do the books and records suggest any future special levies?</i>	Nothing sighted
<i>If yes, what is the purpose of the levy?</i>	N/A



MANAGING AGENT & INCOME TAX

<i>5.1 Has there been a Managing Agent Appointed?</i>	Yes
<i>If yes, was an agency agreement sighted?</i>	Yes
<i>Name of Managing Agent?</i>	Townhouse Strata Pty Ltd
<i>Who made the appointment?</i>	Owners' Corporation
<i>Date of Appointment?</i>	24th of March 2025
<i>Term of Appointment?</i>	3 years
<i>License Number?</i>	20243276
<i>Phone Number?</i>	(02) 4971 0363
<i>5.2 Does the Owners' Corporation declare a taxable income?</i>	No
<i>If yes, what was the source of the taxable income?</i>	N/A
<i>Are tax returns lodged?</i>	Unable to ascertain
<i>Date of last lodgement?</i>	Unable to ascertain



ATTACHMENTS & OTHER MATTERS

Particulars of matters discovered from the books and records generally which may adversely affect either the Owners Corporation or the subject lot from the point of view of a purchaser or a mortgagee, or which otherwise may be of interest to a purchaser or mortgagee are:

Attachments:

- 1) Financials
- 2) Minutes
- 3) Capital Works Fund Plan
- 4) Certificate of Title
- 5) By-Laws
- 6) Insurance Policy
- 7) Strata Plan
- 8) Valuation Report

Other Matters:

Note – A Capital Works Fund Plan has been provided by Skelton Valuers on the 24th of February 2022 (refer to the attached copy).

Note – The date of registration of the plans was noted as being made on the 27th of October 2004.

Note – As per the attached balance sheet, "Receivable Levies" currently stands at \$500.00 & "Prepaid Levies" currently stands at \$7,007.29.

Note – This Lot holds a unit entitlement of 10/100 which equates to 10% of any and all levies raised by the owners' corporation.

Note – The quarterly levies in the above report will cease on the 31st of March 2026. The new quarterly levies for Lot 11 will be \$662.50 per quarter for the administration fund (\$637.50 currently) & \$237.50 per quarter for the capital works fund (\$221.67 currently).

Note – There were only 113 documents in total on file at the time of the inspection of the books and records.

Note – We have included copies of the annual income & expenditure statement summaries for the administration fund & the capital works fund from the 01st of January 2020 through to the current period for your perusal.



EXCLUSIONS & QUALIFICATIONS

The information contained in this report was extracted from the books and records of the Owners' Corporation and, so far as was possible, from conversations with officers of the Owners Corporation. Special procedures were followed to minimise the possibility of records not being made available. However, your attention is directed to the possibility that all of the records of the Owners Corporation may not have been made available for inspection, or alternatively, that the records may not have contained all of the information of interest to a Purchaser or Mortgagee.

During the course of the inspection no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirement of the Property, Stock and Business Agents Act 2002 or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owners' Corporation. As these requirements are particularly complex, an additional inspection by a specially trained inspector would be necessary before we could report on these matters.

This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer. Newcastle Strata Inspections Pty Ltd will not accept any responsibility to any other person who relies upon this report to their detriment, unless it has agreed in writing to accept such responsibility.

We make no warranty or representation as to the accuracy of information provided by managing agent/secretary of the owners' corporation and the purchaser should make his own enquiries of the managing agent/secretary of the owners' corporation and the vendor's solicitors in relation to these matters. Newcastle Strata Inspections Pty Ltd will not be responsible for loss or damage due to any cause whatsoever, including negligence whether in connection with information supplied by the managing agent/secretary of the owners' corporation or otherwise.



**Statement of Financial Position
 AS AT 24/03/2026**

Date : 24/03/2026
Time : 19:48
Username : strata searcher
Client Position : Auditor

Strata Plan No. 73814

2-4 Lake Street,, Budgewoi, NSW 2262, Australia

	Actual 01/01/2026 - 24/03/2026	Actual 01/01/2025 - 31/12/2025
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Administrative Fund	\$(803.78)	\$(4,662.91)
Owners Equity--Admin	\$1,731.79	\$6,394.70
	\$928.01	\$1,731.79
Capital Works Fund		
Operating Surplus/Deficit--Capital Works Fund	\$2,216.67	\$8,868.27
Owners Equity--Capital Works	\$978.59	\$(7,889.68)
	\$3,195.26	\$978.59
Net Owners Funds	\$4,123.27	\$2,710.38
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	\$13,104.76	\$16,024.90
Receivable--Levies--Admin	\$499.99	\$606.96
Receivable Special Levies -- Admin	\$(520.00)	\$(520.00)
Interest Receivable--Levies--Admin	\$0.00	\$4.25
Sundry Debtors GL - Admin	\$714.13	\$714.13
Receivable Owners - Admin	\$60.00	\$0.00
	\$13,858.88	\$16,830.24
Capital Works Fund		
Cash at Bank--Capital Works	\$3,840.11	\$2,339.83
Receivable--Levies--Capital Works	\$0.01	\$37.20
Interest Receivable GL - Capital Works	\$0.00	\$1.59
	\$3,840.12	\$2,378.62
Unallocated Money		
Cash at Bank--Unallocated	\$4,563.60	\$5,343.60
	\$4,563.60	\$5,343.60
Total Assets	\$22,262.60	\$24,552.46
Less Liabilities		
Administrative Fund		
Creditor--GST--Admin	\$808.08	\$808.08
Creditors--Other--Admin	\$333.51	\$273.51
Prepaid Levies--Admin	\$1,798.83	\$4,026.41
	\$2,940.42	\$5,108.00
Capital Works Fund		
Prepaid Levies--Capital Works	\$644.86	\$1,400.03
	\$644.86	\$1,400.03
Unallocated Money		
Prepaid Levies--Unallocated	\$4,563.60	\$5,343.60
	\$4,563.60	\$5,343.60
Total Liabilities	\$8,148.88	\$11,851.63

Net Assets

\$14,113.72

\$12,700.83



Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01/01/2026 TO 31/12/2026

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2026-24/03/2026	01/01/2026-31/12/2026	01/01/2025-31/12/2025
Administrative Fund			
INCOME			
127800 - Recovery Costs GL - Admin	\$0.00	\$0.00	\$0.00
142000 - Insurance Claims	\$0.00	\$0.00	\$0.00
142200 - Other Interest	\$0.00	\$0.00	\$0.00
143000 - Levies Due - Admin	\$6,375.00	\$26,500.00	\$25,070.00
142500 - Interest on Arrears--Admin	\$0.00	\$0.00	\$4.25
144000 - Levies Due - Special -- Admin	\$0.00	\$0.00	\$0.00
146100 - Refund/Reimbursement	\$0.00	\$0.00	\$0.00
146501 - Section 184 Certificates	\$0.00	\$0.00	\$0.00
149000 - Search Fees	\$60.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$6,435.00	\$26,500.00	\$25,074.25
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Costs	\$0.00	\$0.00	\$0.00
150200 - Admin--Accounting	\$0.00	\$0.00	\$0.00
150950 - Admin--Prepare & Lodge Tax Return	\$0.00	\$150.00	\$0.00
151400 - Admin--Bank Charges	\$0.00	\$100.00	\$51.45
153201 - Admin -- Legal Services	\$0.00	\$0.00	\$10.50
153800 - Admin--Agent Disbursements	\$156.03	\$589.00	\$603.96
153811 - Fair Trading Compulsory Reporting	\$125.50	\$125.50	\$125.50
154000 - Admin--Management Fees--Standard	\$594.14	\$2,400.00	\$2,280.42
154025 - Admin--Management Fees--Start Up Fee	\$0.00	\$0.00	\$0.00
154250 - Admin--Management Fees--Schedule B	\$168.75	\$405.00	\$1,208.75
154350 - Management Fees Preparation	\$0.00	\$0.00	\$0.00
154807 - Admin--Overdue Levy	\$0.00	\$0.00	\$70.00
154850 - Minor Building Maintenance	\$0.00	\$0.00	\$120.00
155600 - Admin--Search Fees	\$60.00	\$0.00	\$0.00
156500 - Admin--Section 184 Certificates	\$0.00	\$0.00	\$0.00
159100 - Insurance--Premiums	\$0.00	\$12,000.00	\$11,299.81
159200 - Insurance--Valuation	\$0.00	\$0.00	\$0.00
160550 - Maint Bldg--Building Materials	\$0.00	\$1,000.00	\$1,620.88
167200 - Maint Bldg--General Repairs	\$250.00	\$1,000.00	\$675.00
172000 - Maint Bldg--Pest/Vermin Control	\$0.00	\$600.00	\$590.00
172200 - Maint Bldg--Plumbing & Drainage	\$2,849.50	\$1,000.00	\$3,463.23
175000 - Maint Bldg--TV Antenna & Cables	\$0.00	\$0.00	\$0.00

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2026-24/03/2026	01/01/2026-31/12/2026	01/01/2025-31/12/2025
177400 - Maint Grounds--Gardening	\$1,500.00	\$5,000.00	\$5,441.00
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$1,200.00
190200 - Utility--Electricity	\$334.86	\$1,000.00	\$976.66
255700 - Admin--Capital Works Fund Assessment	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	\$7,238.78	\$26,569.50	\$29,737.16
SURPLUS/DEFICIT	\$(803.78)	\$(69.50)	\$(4,662.91)
OPENING ADMINISTRATIVE FUND BALANCE	\$1,731.79	\$1,731.79	\$6,394.70
ADMINISTRATIVE FUND BALANCE	\$928.01	\$1,662.29	\$1,731.79

Statement of Financial Performance

ACTUAL

BUDGET

ACTUAL LAST YEAR

01/01/2026-24/03/2026

01/01/2026-31/12/2026

01/01/2025-31/12/2025

Capital Works Fund

INCOME

242300 - Interest--Bank	\$0.00	\$0.00	\$0.00
243000 - Levies Due--Capital Works	\$2,216.67	\$9,500.00	\$8,866.68
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$1.59
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00

TOTAL CAPITAL WORKS FUND INCOME	\$2,216.67	\$9,500.00	\$8,868.27
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EXPENDITURE - CAPITAL WORKS FUND

262500 - Maint Bldg--Cleaning	\$0.00	\$0.00	\$0.00
267950 - Maint Bldg- - Painting & Surfaces Finishes	\$0.00	\$0.00	\$0.00

TOTAL CAPITAL WORKS FUND EXPENDITURE	\$0.00	\$0.00	\$0.00
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SURPLUS/DEFICIT	\$2,216.67	\$9,500.00	\$8,868.27
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OPENING CAPITAL WORKS FUND BALANCE	\$978.59	\$978.59	\$(7,889.68)
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CAPITAL WORKS FUND BALANCE	\$3,195.26	\$10,478.59	\$978.59
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PO Box 109 Swansea NSW 2281
 info@townhousestrata.com.au
 www.townhousestrata.com.au
 Tel 02 4971 0363

**Detailed Expenses
 for the financial year
 from 01/01/2026 to 31/12/2026**

Date : 24/03/2026
Time : 19:47
Username : strata searcher
Client Position : Auditor

The Owners - Strata Plan 73814 2-4 Lake Street, Budgewoi, NSW 2262

Date	Details	Payee	Amount	Total (GST inclusive)	GST Amount	Status	Type	Ref. No.	Actual Paid Date	PO Number
153800	Admin--Agent Disbursements		0	0	0					
01/01/2026	Software - Stratafy	Townhouse Strata Pty Ltd	35.75	35.75	0.00	Paid	DE	000368	05/01/2026	000368
01/01/2026	Fixed Disbursements	Townhouse Strata Pty Ltd	14.58	14.58	0.00	Paid	DE	000370	05/01/2026	000370
01/02/2026	Fixed Disbursements	Townhouse Strata Pty Ltd	15.31	15.31	0.00	Paid	DE	000377	02/02/2026	000377
01/02/2026	Software - Stratafy	Townhouse Strata Pty Ltd	37.54	37.54	0.00	Paid	DE	000375	02/02/2026	000375
01/03/2026	Fixed Disbursements	Townhouse Strata Pty Ltd	15.31	15.31	0.00	Paid	DE	000386	02/03/2026	000386
01/03/2026	Software - Stratafy	Townhouse Strata Pty Ltd	37.54	37.54	0.00	Paid	DE	000384	02/03/2026	000384
			\$156.03	\$156.03	\$(0.00)					
153811	Fair Trading Compulsory Reporting		0	0	0					

19/02/2026	Annual Report	Townhouse Strata Pty Ltd	92.50	92.50	0.00	Paid	DE	000380	20/02/2026	000380
20/02/2026	Annual Report	Fraitrade	33.00	33.00	0.00	Paid	DE	Annual Report	20/02/2026	000382
			\$125.50	\$125.50	\$(0.00)					
154000	Admin--Management Fees--Standard		0	0	0					
01/01/2026	Management fees	Townhouse Strata Pty Ltd	191.66	191.66	0.00	Paid	DE	000369	05/01/2026	000369
01/02/2026	Management fees	Townhouse Strata Pty Ltd	201.24	201.24	0.00	Paid	DE	000376	02/02/2026	000376
01/03/2026	Management fees	Townhouse Strata Pty Ltd	201.24	201.24	0.00	Paid	DE	000385	02/03/2026	000385
			\$594.14	\$594.14	\$(0.00)					
154250	Admin--Management Fees--Schedule B		0	0	0					
12/01/2026	U10 emails	Townhouse Strata Pty Ltd	168.75	168.75	0.00	Paid	DE	000373	14/01/2026	000373
			\$168.75	\$168.75	\$(0.00)					
155600	Admin--Search Fees		0	0	0					
23/03/2026	strata search U11	Townhouse Strata Pty Ltd	60.00	60.00	0.00	Pending	DE	000389		000389
			\$60.00	\$60.00	\$(0.00)					
167200	Maint Bldg--General Repairs		0	0	0					
02/02/2026	repair of ceiling for U 4	John Stergiris	250.00	250.00	0.00	Paid	DE	Ceiling Repair	02/02/2026	000378
			\$250.00	\$250.00	\$(0.00)					
172200	Maint Bldg--Plumbing & Drainage		0	0	0					
07/01/2026	fix leaking tap unit 4	Brian Thurtell Plumbing	200.00	200.00	0.00	Paid	DE	Leaking Tap	07/01/2026	000371
26/02/2026	First hour	The Leak Detectors	715.00	715.00	0.00	Paid	DE	IV03169	27/02/2026	000383
04/03/2026	Plumbing	Brian Thurtell Plumbing	1,241.40	1,241.40	0.00	Paid	DE	27 Feb	04/03/2026	000387
16/03/2026	plumbing	Brian Thurtell Plumbing	693.10	693.10	0.00	Paid	DE	plumbing	18/03/2026	000388
			\$2,849.50	\$2,849.50	\$(0.00)					
177400	Maint Grounds--Gardening		0	0	0					

07/01/2026	- Hedging across all common areas - Lawn mowing and edging - General garden maintenance as requested (pruning, weeding, shaping, tidy ups)	TT Gardens	750.00	750.00	0.00	Paid	DE	Gardening Jan 26	07/01/2026	000372
20/02/2026	Full hedging across all common areas .Lawn mowing and edging .General garden maintenance as requested (pruning, weeding, shaping, tidy ups) .Unit 11 cut overgro	Thomas Thew	750.00	750.00	0.00	Paid	DE	19 Feb 2026	20/02/2026	000381
184500	Building Management Fees		\$1,500.00	\$1,500.00	\$(0.00)					
16/01/2026	annual fee	John Andrew	1,200.00	1,200.00	0.00	Paid	DE	annual Fee	16/01/2026	000374
190200	Utility--Electricity		\$1,200.00	\$1,200.00	\$(0.00)					
04/02/2026	100697284534 EnergyAustralia	Energy Australia	334.86	334.86	0.00	Paid	DE	100697284534 EnergyAustralia	04/02/2026	000379
			\$334.86	\$334.86	\$(0.00)					
	Total Expenses		\$7,238.78	\$7,238.78	\$0.00					

The Owners - Strata Plan 73814 2-4 Lake Street, Budgewoi, NSW 2262

Date	Details	Payee	Amount (GST inclusive)	GST Amount	Status	Type	Ref. No.	Actual Paid Date	PO Number
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Capital Works Fund

Total Expenses	\$0.00	\$0.00	\$0.00
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STRATA MANAGEMENT

PO Box 109 Swansea NSW 2281
 info@townhousestrata.com.au
 www.townhousestrata.com.au
 Tel 02 4971 0363

Master Owner Ledger Owners: Current Owners in The Owners - Strata Plan 73814

Date : 26/03/2026
Time : 21:17
Username : strata searcher
Client Position : Auditor

The Owners - Strata Plan 73814 2-4 Lake Street, Budgewoi, NSW 2262

UE / AE: 10.00 / 100.00

Lot 11 Unit 11 John & Pam Andrew

Levies

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount	Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit					
			Balance brought forward	0.00	0.00	0.00	0.00					
1	01/04/2021	Quarterly	01/04/2022 - 01/06/2022 Admin/Capital Works	555.55	555.55	166.67	166.67	0.00	0.00%	Standard	PAID	None
2	01/04/2021	Quarterly	(01/04/2021 - 30/06/2021) Admin/Capital Works	555.55	555.55	0.00	0.00	0.00	0.00%	Standard	PAID	None
3	01/07/2021	Quarterly	(01/07/2022 - 30/09/2022) Admin/Capital Works	555.55	555.55	166.67	166.67	0.00	0.00%	Standard	PAID	None
4	01/07/2021	Quarterly	(01/07/2021 - 31/10/2021) Admin/Capital Works	555.55	555.55	0.00	0.00	0.00	0.00%	Standard	PAID	None
5	01/10/2021	Quarterly	(01/10/2021 - 31/12/2021) Admin/Capital Works	555.55	555.55	0.00	0.00	0.00	0.00%	Standard	PAID	None

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount	Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit					
6	01/01/2022	Quarterly	(01/01/2022 - 31/03/2022) Admin/Capital Works	555.55	555.55	0.00	0.00	0.00	0.00%	Standard	PAID	None
7	01/10/2022	Quarterly	(01/10/2022 - 31/12/2022) Admin/Capital Works	555.55	555.55	166.67	166.67	0.00	0.00%	Standard	PAID	None
8	01/01/2023	Quarterly	(01/01/2023 - 31/03/2023) Admin/Capital Works	555.55	555.55	166.67	166.67	0.00	0.00%	Standard	PAID	None
9	01/04/2023	Quarterly	(01/04/2023 - 30/06/2023) Admin/Capital Works	555.55	555.55	221.67	221.67	0.00	0.00%	Standard	PAID	None
10	01/07/2023	Quarterly	(01/07/2023 - 30/09/2023) Admin/Capital Works	555.55	555.55	221.67	221.67	0.00	0.00%	Standard	PAID	None
11	01/10/2023	Quarterly	(01/10/2023 - 31/12/2023) Admin/Capital Works	555.55	555.55	221.67	221.67	0.00	0.00%	Standard	PAID	None
12	01/01/2024	Quarterly	(01/01/2024 - 31/03/2024) Admin/Capital Works	555.55	555.55	221.67	221.67	0.00	0.00%	Standard	PAID	None
13	01/04/2024	Quarterly	(01/04/2024 - 30/06/2024) Admin/Capital Works	555.55	555.55	221.67	221.67	0.00	0.00%	Standard	PAID	None
14	01/07/2024	Quarterly	(01/07/2024 - 30/09/2024) Admin/Capital Works	594.50	594.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
15	01/10/2024	Quarterly	(01/10/2024 - 31/12/2024) Admin/Capital Works	594.50	594.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
16	01/01/2025	Quarterly	(01/01/2025 - 31/03/2025) Admin/Capital Works	594.50	594.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
17	01/04/2025	Quarterly	(01/04/2025 - 30/06/2025) Admin/Capital Works	637.50	637.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
18	01/07/2025	Quarterly	(01/07/2025 - 30/09/2025) Levy contributions	637.50	637.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
19	01/10/2025	Quarterly	(01/10/2025 - 30/11/2025) Levy contributions	637.50	637.50	221.67	221.67	0.00	0.00%	Standard	PAID	None

Levy No.	Due Date	Frequency	Details	Admin Fund		Capital Works Fund		Interest Paid	Discount	Levy Type	Status	Group
				Due Debit	Paid Credit	Due Debit	Paid Credit					
20	01/01/2026	Quarterly	(01/01/2026 - 31/03/2026) Levy contributions	637.50	637.50	221.67	221.67	0.00	0.00%	Standard	PAID	None
21	23/03/2026	Once-off	Lot 11 : Strata Search	60.00	60.00	0.00	0.00	0.00	0.00%	Bill to Lot	Paid	None
22	01/04/2026	Quarterly	(01/04/2026 - 30/06/2026) Levy contributions	662.50	0.00	237.50	0.00	0.00	0.00%	Standard	UNPAID	None

Current position: Unallocated prepayments \$0.00 | Levy credits: \$0.00 | Levy arrears & owner invoices due: \$0.00 | Interest on arrears due: \$0.00 | Interest accruing: \$0.00
Total balance with due interest: \$0.00 | Total balance with due interest and accrued interest: \$0.00

Receipts												
Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Paid	Interest	Total amount	
					Paid	Interest	Paid	Interest				
30/08/2021	1251741021329906	Credit allocation	Banked		555.55	0.00	0.00	0.00	0.00	0.00	555.55(2) Full	
30/08/2021	1251851777704539	Credit allocation	Banked		444.45	0.00	0.00	0.00	0.00	0.00	444.45(4) Full	
03/09/2021	1251851777704539	Receipt	Banked		111.10	0.00	0.00	0.00	0.00	0.00	111.10(4) Full	
22/09/2021	172785389719998	Receipt	Banked		1,055.55	0.00	0.00	0.00	0.00	0.00	1,055.55(5, 6) Partial	
29/12/2021	172785389719998	Receipt	Banked		55.55	0.00	0.00	0.00	0.00	0.00	55.55(6) Full	
28/03/2022	1963691580159975	Receipt	Banked		555.55	0.00	166.67	0.00	0.00	0.00	722.22(1) Full	
13/06/2022	2203971076782303	Receipt	Banked		555.55	0.00	166.67	0.00	0.00	0.00	722.22(3) Full	
04/10/2022	257534975934625	Receipt	Banked		555.55	0.00	166.67	0.00	0.00	0.00	722.22(7) Full	
28/12/2022	3114171880688425	Receipt	Banked		555.55	0.00	166.67	0.00	0.00	0.00	722.22(8) Full	
03/04/2023	345688914289853	Receipt	Banked		555.55	0.00	221.67	0.00	0.00	0.00	777.22(9) Full	

Date	Receipt no.	Subtype	Status	Source	Admin Fund			Capital Works Fund			Unallocated		Total amount
					Paid	Interest		Paid	Interest		Paid		
03/07/2023	3888791691500543	Receipt	Banked		555.55	0.00	221.67	0.00	0.00	0.00	0.00	777.22(10) Full	
02/10/2023	451670279435606	Receipt	Banked		555.55	0.00	221.67	0.00	0.00	0.00	0.00	777.22(11) Full	
27/12/2023	534201477673905	Receipt	Banked		555.55	0.00	221.67	0.00	0.00	0.00	0.00	777.22(12) Full	
02/04/2024	5772441117247834	Receipt	Banked		555.55	0.00	221.67	0.00	0.00	0.00	0.00	777.22(13) Full	
01/07/2024	637945385428424	Receipt	Banked		594.50	0.00	221.67	0.00	0.00	0.00	0.00	816.17(14) Full	
10/10/2024	710140375850312	Receipt	Banked		594.50	0.00	221.67	0.00	0.00	0.00	0.00	816.17(15) Full	
02/01/2025	809996806806545	Receipt	Banked		594.50	0.00	221.67	0.00	0.00	0.00	0.00	816.17(16) Full	
01/04/2025	8517301460728443	Receipt	Banked		408.63	0.00	142.09	0.00	0.00	0.00	0.00	550.72(17) Full	
01/04/2025	8517301460728443	Receipt	Banked		31.85	0.00	11.07	0.00	0.00	0.00	0.00	42.92(17) Full	
01/04/2025	8517301460728443	Receipt	Banked		136.40	0.00	47.43	0.00	0.00	0.00	0.00	183.83(17) Full	
11/04/2025	8517301460728443	Receipt	Banked		60.62	0.00	21.08	0.00	0.00	0.00	0.00	81.70(17) Full	
01/07/2025	9122781518736004	Receipt	Banked		637.50	0.00	221.67	0.00	0.00	0.00	0.00	859.17(18) Full	
03/10/2025	10078131155216810	Receipt	Banked		637.50	0.00	221.67	0.00	0.00	0.00	0.00	859.17(19) Full	
02/01/2026	10915482012175657	Receipt	Banked		637.50	0.00	221.67	0.00	0.00	0.00	0.00	859.17(20) Full	
25/03/2026	600997260346344	Receipt	Banked		60.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00(21) Full	



Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01/01/2025 TO 31/12/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2025-31/12/2025	01/01/2025-31/12/2025	01/01/2024-31/12/2024
Administrative Fund			
INCOME			
127800 - Recovery Costs GL - Admin	\$0.00	\$0.00	\$77.70
142000 - Insurance Claims	\$0.00	\$0.00	\$0.00
142200 - Other Interest	\$0.00	\$0.00	\$0.00
143000 - Levies Due - Admin	\$25,070.00	\$25,500.00	\$23,001.10
142500 - Interest on Arrears--Admin	\$4.25	\$0.00	\$0.00
144000 - Levies Due - Special -- Admin	\$0.00	\$0.00	\$1,906.00
146100 - Refund/Reimbursement	\$0.00	\$0.00	\$714.13
146501 - Section 184 Certificates	\$0.00	\$0.00	\$119.90
149000 - Search Fees	\$0.00	\$0.00	\$34.10
TOTAL ADMINISTRATIVE FUND INCOME	\$25,074.25	\$25,500.00	\$25,852.93
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Costs	\$0.00	\$0.00	\$0.00
150200 - Admin--Accounting	\$0.00	\$0.00	\$0.00
150950 - Admin--Prepare & Lodge Tax Return	\$0.00	\$150.00	\$150.00
151400 - Admin--Bank Charges	\$51.45	\$100.00	\$126.50
153201 - Admin -- Legal Services	\$10.50	\$0.00	\$0.00
153800 - Admin--Agent Disbursements	\$603.96	\$589.00	\$603.96
153811 - Fair Trading Compulsory Reporting	\$125.50	\$125.50	\$251.00
154000 - Admin--Management Fees--Standard	\$2,280.42	\$2,400.00	\$2,182.92
154025 - Admin--Management Fees--Start Up Fee	\$0.00	\$0.00	\$0.00
154250 - Admin--Management Fees--Schedule B	\$1,208.75	\$185.00	\$740.00
154350 - Management Fees Preparation	\$0.00	\$0.00	\$0.00
154807 - Admin--Overdue Levy	\$70.00	\$0.00	\$0.00
154850 - Minor Building Maintenance	\$120.00	\$0.00	\$0.00
155600 - Admin--Search Fees	\$0.00	\$0.00	\$34.10
156500 - Admin--Section 184 Certificates	\$0.00	\$0.00	\$119.50
159100 - Insurance--Premiums	\$11,299.81	\$14,000.00	\$13,487.81
159200 - Insurance--Valuation	\$0.00	\$0.00	\$495.00
160550 - Maint Bldg--Building Materials	\$1,620.88	\$150.00	\$99.82
167200 - Maint Bldg--General Repairs	\$675.00	\$1,500.00	\$728.86
172000 - Maint Bldg--Pest/Vermin Control	\$590.00	\$470.00	\$165.00
172200 - Maint Bldg--Plumbing & Drainage	\$3,463.23	\$1,100.00	\$500.00
175000 - Maint Bldg--TV Antenna & Cables	\$0.00	\$0.00	\$0.00

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2025-31/12/2025	01/01/2025-31/12/2025	01/01/2024-31/12/2024
177400 - Maint Grounds--Gardening	\$5,441.00	\$2,500.00	\$2,400.00
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$1,200.00
190200 - Utility--Electricity	\$976.66	\$1,000.00	\$1,160.78
255700 - Admin--Capital Works Fund Assessment	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	\$29,737.16	\$25,469.50	\$24,445.25
SURPLUS/DEFICIT	\$(4,662.91)	\$30.50	\$1,407.68
OPENING ADMINISTRATIVE FUND BALANCE	\$6,394.70	\$6,394.70	\$4,987.02
ADMINISTRATIVE FUND BALANCE	\$1,731.79	\$6,425.20	\$6,394.70

Statement of Financial Performance

ACTUAL

BUDGET

ACTUAL LAST YEAR

01/01/2025-31/12/2025

01/01/2025-31/12/2025

01/01/2024-31/12/2024

Capital Works Fund

INCOME

242300 - Interest--Bank	\$0.00	\$0.00	\$0.00
243000 - Levies Due--Capital Works	\$8,866.68	\$8,866.60	\$8,866.68
242500 - Interest on Arrears--Capital Works	\$1.59	\$0.00	\$0.00
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00

TOTAL CAPITAL WORKS FUND INCOME	\$8,868.27	\$8,866.60	\$8,866.68
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EXPENDITURE - CAPITAL WORKS FUND

262500 - Maint Bldg--Cleaning	\$0.00	\$0.00	\$0.00
267950 - Maint Bldg- - Painting & Surfaces Finishes	\$0.00	\$0.00	\$47,520.00

TOTAL CAPITAL WORKS FUND EXPENDITURE	\$0.00	\$0.00	\$47,520.00
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SURPLUS/DEFICIT	\$8,868.27	\$8,866.60	\$(38,653.32)
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OPENING CAPITAL WORKS FUND BALANCE	\$(7,889.68)	\$(7,889.68)	\$30,763.64
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CAPITAL WORKS FUND BALANCE	\$978.59	\$976.92	\$(7,889.68)
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Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01 January 2024 TO 31 December 2024

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2024-31/12/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
Administrative Fund			
INCOME			
127800 - Recovery Costs GL - Admin	\$77.70	\$0.00	\$0.00
142000 - Insurance Claims	\$0.00	\$0.00	\$0.00
142200 - Other Interest	\$0.00	\$0.00	\$0.00
143000 - Levies Due - Admin	\$23,001.10	\$23,780.00	\$22,222.20
142500 - Interest on Arrears--Admin	\$0.00	\$0.00	\$0.00
144000 - Levies Due - Special -- Admin	\$1,906.00	\$4,160.00	\$5,200.00
146100 - Refund/Reimbursement	\$714.13	\$714.13	\$0.00
146501 - Section 184 Certificates	\$119.90	\$119.50	\$119.90
149000 - Search Fees	\$34.10	\$34.10	\$34.10
TOTAL ADMINISTRATIVE FUND INCOME	\$25,852.93	\$28,807.73	\$27,576.20
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Costs	\$0.00	\$92.50	\$0.00
150200 - Admin--Accounting	\$0.00	\$0.00	\$0.00
150950 - Admin--Prepare & Lodge Tax Return	\$150.00	\$150.00	\$150.00
151400 - Admin--Bank Charges	\$126.50	\$100.00	\$98.65
153201 - Admin -- Legal Services	\$0.00	\$0.00	\$34.10
153800 - Admin--Agent Disbursements	\$603.96	\$589.00	\$591.96
153811 - Fair Trading Compulsory Reporting	\$251.00	\$33.00	\$33.00
154000 - Admin--Management Fees--Standard	\$2,182.92	\$2,300.00	\$2,156.94
154025 - Admin--Management Fees--Start Up Fee	\$0.00	\$0.00	\$0.00
154250 - Admin--Management Fees--Schedule B	\$740.00	\$185.00	\$0.00
154350 - Management Fees Preparation	\$0.00	\$0.00	\$0.00
155600 - Admin--Search Fees	\$34.10	\$0.00	\$0.00
156500 - Admin--Section 184 Certificates	\$119.50	\$0.00	\$0.00
159100 - Insurance--Premiums	\$13,487.81	\$12,000.00	\$7,704.51
159200 - Insurance--Valuation	\$495.00	\$0.00	\$0.00
160550 - Maint Bldg--Building Materials	\$99.82	\$0.00	\$0.00
167200 - Maint Bldg--General Repairs	\$728.86	\$2,000.00	\$884.73
172000 - Maint Bldg--Pest/Vermin Control	\$165.00	\$450.00	\$0.00
172200 - Maint Bldg--Plumbing & Drainage	\$500.00	\$650.00	\$603.44
175000 - Maint Bldg--TV Antenna & Cables	\$0.00	\$0.00	\$0.00
177400 - Maint Grounds--Gardening	\$2,400.00	\$3,000.00	\$3,364.80
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$1,200.00

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2024-31/12/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
190200 - Utility--Electricity	\$1,160.78	\$800.00	\$1,043.32
255700 - Admin--Capital Works Fund Assessment	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	\$24,445.25	\$23,549.50	\$17,865.45
SURPLUS/DEFICIT	\$1,407.68	\$5,258.23	\$9,710.75
OPENING ADMINISTRATIVE FUND BALANCE	\$4,987.02	\$4,987.02	\$(3,183.73)
ADMINISTRATIVE FUND BALANCE	\$6,394.70	\$10,245.25	\$6,527.02

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2024-31/12/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
Capital Works Fund			
INCOME			
242300 - Interest--Bank	\$0.00	\$0.00	\$0.00
243000 - Levies Due--Capital Works	\$8,866.68	\$8,866.60	\$8,316.68
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL WORKS FUND INCOME	\$8,866.68	\$8,866.60	\$8,316.68
EXPENDITURE - CAPITAL WORKS FUND			
262500 - Maint Bldg--Cleaning	\$0.00	\$4,933.50	\$0.00
267950 - Maint Bldg- - Painting & Surfaces Finishes	\$47,520.00	\$47,000.00	\$0.00
TOTAL CAPITAL WORKS FUND EXPENDITURE	\$47,520.00	\$51,933.50	\$0.00
SURPLUS/DEFICIT	\$(38,653.32)	\$(43,066.90)	\$8,316.68
OPENING CAPITAL WORKS FUND BALANCE	\$30,763.64	\$30,763.64	\$22,596.96
CAPITAL WORKS FUND BALANCE	\$(7,889.68)	\$(12,303.26)	\$30,913.64



Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01 January 2023 TO 31 December 2023

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2023-31/12/2023	01/01/2023-31/12/2023	01/01/2022-31/12/2022
Administrative Fund			
INCOME			
142000 - Insurance Claims	\$0.00	\$0.00	\$0.00
142200 - Other Interest	\$0.00	\$0.00	\$0.00
143000 - Levies Due - Admin	\$21,722.20	\$22,222.00	\$22,722.20
142500 - Interest on Arrears--Admin	\$0.00	\$0.00	\$0.00
144000 - Levies Due - Special -- Admin	\$4,160.00	\$4,160.00	\$4,800.00
146501 - Section 184 Certificates	\$119.90	\$119.50	\$0.00
149000 - Search Fees	\$34.10	\$34.10	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$26,036.20	\$26,535.60	\$27,522.20
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Costs	\$0.00	\$92.50	\$92.50
150200 - Admin--Accounting	\$0.00	\$0.00	\$0.00
150950 - Admin--Prepare & Lodge Tax Return	\$150.00	\$160.00	\$150.00
151400 - Admin--Bank Charges	\$98.65	\$98.00	\$95.95
153201 - Admin -- Legal Services	\$34.10	\$0.00	\$678.00
153800 - Admin--Agent Disbursements	\$591.96	\$546.00	\$437.32
153811 - Fair Trading Compulsory Reporting	\$33.00	\$33.00	\$0.00
154000 - Admin--Management Fees--Standard	\$2,156.94	\$1,980.00	\$2,013.00
154025 - Admin--Management Fees--Start Up Fee	\$0.00	\$0.00	\$0.00
154250 - Admin--Management Fees--Schedule B	\$0.00	\$185.00	\$462.50
154350 - Management Fees Preparation	\$0.00	\$0.00	\$115.50
159100 - Insurance--Premiums	\$7,704.51	\$12,000.00	\$11,821.86
167200 - Maint Bldg--General Repairs	\$884.73	\$4,000.00	\$7,238.90
172000 - Maint Bldg--Pest/Vermin Control	\$0.00	\$450.00	\$450.00
172200 - Maint Bldg--Plumbing & Drainage	\$603.44	\$0.00	\$0.00
175000 - Maint Bldg--TV Antenna & Cables	\$0.00	\$0.00	\$0.00
177400 - Maint Grounds--Gardening	\$3,364.80	\$2,000.00	\$2,380.00
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$1,200.00
190200 - Utility--Electricity	\$1,043.32	\$900.00	\$807.25
255700 - Admin--Capital Works Fund Assessment	\$0.00	\$0.00	\$715.00
TOTAL ADMIN EXPENDITURE	\$17,865.45	\$23,644.50	\$28,657.78
SURPLUS/DEFICIT	\$8,170.75	\$2,891.10	\$(1,135.58)
OPENING ADMIN BALANCE	\$(3,183.73)	\$(3,183.73)	\$(1,008.15)

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2023-31/12/2023	01/01/2023-31/12/2023	01/01/2022-31/12/2022
ADMINISTRATIVE FUND BALANCE	<u><u>\$4,987.02</u></u>	<u><u>\$(292.63)</u></u>	<u><u>\$(2,143.73)</u></u>

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2023-31/12/2023	01/01/2023-31/12/2023	01/01/2022-31/12/2022
Capital Works Fund			
INCOME			
242300 - Interest--Bank	\$0.00	\$0.00	\$0.00
243000 - Levies Due--Capital Works	\$8,166.68	\$8,866.60	\$5,150.01
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL WORKS FUND INCOME	\$8,166.68	\$8,866.60	\$5,150.01
EXPENDITURE - CAPITAL WORKS FUND			
262500 - Maint Bldg--Cleaning	\$0.00	\$4,933.50	\$0.00
TOTAL CAPITAL EXPENDITURE	\$0.00	\$4,933.50	\$0.00
SURPLUS/DEFICIT	\$8,166.68	\$3,933.10	\$5,150.01
OPENING CAPITAL BALANCE	\$22,596.96	\$22,596.96	\$17,446.95
CAPITAL WORKS FUND BALANCE	\$30,763.64	\$26,530.06	\$22,596.96



Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01 January 2022 TO 31 December 2022

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2022-31/12/2022	01/01/2022-31/12/2022	01/01/2021-31/12/2021
Administrative Fund			
INCOME			
142000 - Insurance Claims	\$0.00	\$0.00	\$2,123.50
142200 - Other Interest	\$0.00	\$0.00	\$31.39
143000 - Levies Due - Admin	\$22,722.20	\$22,222.00	\$13,747.47
142500 - Interest on Arrears--Admin	\$0.00	\$0.00	\$0.00
144000 - Levies Due - Special -- Admin	\$4,800.00	\$4,160.00	\$2,400.00
TOTAL ADMINISTRATIVE FUND INCOME	\$27,522.20	\$26,382.00	\$18,302.36
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Costs	\$92.50	\$0.00	\$0.00
150200 - Admin--Accounting	\$0.00	\$0.00	\$400.00
150950 - Admin--Prepare & Lodge Tax Return	\$150.00	\$160.00	\$395.00
151400 - Admin--Bank Charges	\$95.95	\$60.00	\$67.35
153201 - Admin -- Legal Services	\$678.00	\$0.00	\$3,395.41
153800 - Admin--Agent Disbursements	\$437.32	\$546.00	\$282.00
154000 - Admin--Management Fees--Standard	\$2,013.00	\$1,980.00	\$660.00
154025 - Admin--Management Fees--Start Up Fee	\$0.00	\$0.00	\$925.00
154250 - Admin--Management Fees--Schedule B	\$462.50	\$600.00	\$231.25
154350 - Management Fees Preparation	\$115.50	\$0.00	\$0.00
159100 - Insurance--Premiums	\$11,821.86	\$12,000.00	\$10,702.14
167200 - Maint Bldg--General Repairs	\$7,238.90	\$4,000.00	\$3,197.41
172000 - Maint Bldg--Pest/Vermin Control	\$450.00	\$450.00	\$450.00
175000 - Maint Bldg--TV Antenna & Cables	\$0.00	\$220.00	\$200.00
177400 - Maint Grounds--Gardening	\$2,380.00	\$2,000.00	\$1,710.00
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$1,200.00
190200 - Utility--Electricity	\$807.25	\$900.00	\$901.19
255700 - Admin--Capital Works Fund Assessment	\$715.00	\$650.00	\$0.00
TOTAL ADMIN EXPENDITURE	\$28,657.78	\$24,766.00	\$24,716.75
SURPLUS/DEFICIT	\$(1,135.58)	\$1,616.00	\$(6,414.39)
OPENING ADMIN BALANCE	\$(1,008.15)	\$(1,008.15)	\$4,906.24
ADMINISTRATIVE FUND BALANCE	\$(2,143.73)	\$607.85	\$(1,508.15)

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2022-31/12/2022	01/01/2022-31/12/2022	01/01/2021-31/12/2021
Capital Works Fund			
INCOME			
242300 - Interest--Bank	\$0.00	\$0.00	\$0.00
243000 - Levies Due--Capital Works	\$5,150.01	\$6,666.60	\$0.00
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL WORKS FUND INCOME	\$5,150.01	\$6,666.60	\$0.00
EXPENDITURE - CAPITAL WORKS FUND			
262500 - Maint Bldg--Cleaning	\$0.00	\$4,933.50	\$0.00
TOTAL CAPITAL EXPENDITURE	\$0.00	\$4,933.50	\$0.00
SURPLUS/DEFICIT	\$5,150.01	\$1,733.10	\$0.00
OPENING CAPITAL BALANCE	\$17,446.95	\$17,446.95	\$17,446.95
CAPITAL WORKS FUND BALANCE	\$22,596.96	\$19,180.05	\$17,446.95



Strata Plan No. 73814
 2-4 Lake Street,, Budgewoi, NSW 2262, Australia
 Statement of Financial Performance
 FOR THE PERIOD 01 January 2021 TO 31 December 2021

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2021-31/12/2021	01/01/2021- 31/12/2021	01/01/2020- 31/12/2020
Administrative Fund			
INCOME			
142000 - Insurance Claims	\$2,123.50	\$0.00	\$0.00
142200 - Other Interest	\$31.39	\$50.00	\$0.00
143000 - Levies Due - Admin	\$13,747.47	\$22,222.00	\$0.00
142500 - Interest on Arrears--Admin	\$0.00	\$0.00	\$0.00
144000 - Levies Due - Special -- Admin	\$2,400.00	\$2,080.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$18,302.36	\$24,352.00	\$0.00
EXPENDITURE - ADMINISTRATIVE FUND			
150200 - Admin--Accounting	\$400.00	\$400.00	\$0.00
150950 - Admin--Prepare & Lodge Tax Return	\$395.00	\$0.00	\$0.00
151400 - Admin--Bank Charges	\$67.35	\$60.00	\$0.00
153201 - Admin -- Legal Services	\$3,395.41	\$2,500.00	\$0.00
153800 - Admin--Agent Disbursements	\$282.00	\$600.00	\$0.00
154000 - Admin--Management Fees--Standard	\$660.00	\$825.00	\$0.00
154025 - Admin--Management Fees--Start Up Fee	\$925.00	\$1,100.00	\$0.00
154250 - Admin--Management Fees--Schedule B	\$231.25	\$400.00	\$0.00
159100 - Insurance--Premiums	\$10,702.14	\$10,000.00	\$0.00
167200 - Maint Bldg--General Repairs	\$3,197.41	\$5,000.00	\$0.00
172000 - Maint Bldg--Pest/Vermin Control	\$450.00	\$450.00	\$0.00
175000 - Maint Bldg--TV Antenna & Cables	\$200.00	\$220.00	\$0.00
177400 - Maint Grounds--Gardening	\$1,710.00	\$3,000.00	\$0.00
184500 - Building Management Fees	\$1,200.00	\$1,200.00	\$0.00
190200 - Utility--Electricity	\$901.19	\$900.00	\$0.00
TOTAL ADMIN EXPENDITURE	\$24,716.75	\$26,655.00	\$0.00
SURPLUS/DEFICIT	\$(6,414.39)	\$(2,303.00)	\$0.00
OPENING ADMIN BALANCE	\$4,906.24	\$4,906.24	\$0.00
ADMINISTRATIVE FUND BALANCE	\$(1,508.15)	\$2,603.24	\$0.00

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2021-31/12/2021	01/01/2021- 31/12/2021	01/01/2020- 31/12/2020
Capital Works Fund			
INCOME			
242300 - Interest--Bank	\$0.00	\$2.00	\$0.00
243000 - Levies Due--Capital Works	\$0.00	\$0.00	\$0.00
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
244000 - Levies Due - Special -- Capital Works	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL WORKS FUND INCOME	\$0.00	\$2.00	\$0.00
EXPENDITURE - CAPITAL WORKS FUND			
TOTAL CAPITAL EXPENDITURE	\$0.00	\$0.00	\$0.00
SURPLUS/DEFICIT	\$0.00	\$2.00	\$0.00
OPENING CAPITAL BALANCE	\$17,446.95	\$17,446.95	\$0.00
CAPITAL WORKS FUND BALANCE	\$17,446.95	\$17,448.95	\$0.00



MINUTES OF ANNUAL GENERAL MEETING

**THE OWNERS - STRATA PLAN 73814
2-4 Lake Street,, Budgewoi, NSW 2262, Australia**

DATE: 16/02/2026

VENUE: Zoom

MEETING OPENED: 16/02/2026 18:30PM

PRESENT:

Lot#	Unit#	Attendance	Owner Name
1	1	Yes	John & Pam Andrew
2	2	Yes	Stephen Philip Berry
6	6	Yes	Steve & Lynne Beven
9	9	Yes	Jason Cook & Stephen Gill
11	11	Yes	John & Pam Andrew

IN ATTENDANCE:

Alan Hunter- townhouse strata

CHAIRPERSON(acting):

Alan Hunter

1 CONFIRMATION OF MINUTES

The Owners - **RESOLVE** by ordinary resolution to confirm the minutes of the owners corporation held on 24/03/2025

[Explanatory Note : *This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015*

Resolution Result : Resolved

2 ACCOUNTING RECORDS FINANCIAL STATEMENTS

The Owners - **RESOLVE** by ordinary resolution to consider the account records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note : *Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.*

Resolution Result : Resolved

3 AUDIT

The Owners - **RESOLVE** by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note : *The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.*

Resolution Result : Defeated

4 CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its administration fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$26,500.00 (GST inclusive)
2. That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 01/04/2026 and sub sequential instalments being due on the days of 01/07/2026 , 01/10/2026 , and 01/01/2027 .
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : *Under sections 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administration fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.*

Under Section 83(2) of the SSMA 2015, levies for the administrative and capital works funds are payable as resolved and payable—regardless of notice—according to the schedule in the meeting minutes.

Resolution Result : Resolved

5 CONTRIBUTIONS TO THE CAPITAL WORKS FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$9,500.00 (GST inclusive)
2. That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 01/04/2026 and sub sequential instalments being due on the days of 01/07/2026 , 01/10/2026 , and 01/01/2027 .
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : *Under sections 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.*

Under Section 83(2) of the SSMA 2015, levies for the administrative and capital works funds are payable as resolved and payable—regardless of notice—according to the schedule in the meeting minutes.

Resolution Result : Resolved

6 LEVY COLLECTION

The Owners - RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note : The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.

Resolution Result : Resolved

7 10 YEAR CAPITAL WORKS FUND PLAN

The Owners - **RESOLVE** by ordinary resolution :

1. To review the 10-year plan for capital works fund and to decide whether to adopt the plan, revise the plan or replace the plan.
2. To implement the 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015 by:
3. To discuss the preparation of the 10-year capital works fund plan and to:
 1. Obtain quotations from suitable qualified consultants to prepare a 10-year capital works fund plan commencing from this meeting; OR
 2. Consider the quotations to prepare the 10-year capital works fund plan commencing from this meeting AND/OR
 3. To engage to prepare a 10-year capital works fund plan commencing from this meeting in accordance with the quotation.

[Explanatory Note : *The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015 which must be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10- year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.*

Resolution Result : Resolved

8 INSURANCE

The Owners - **RESOLVE** by ordinary resolution that the insurances effected on behalf of the owners corporation can be confirmed/cannot be confirmed.

[Explanatory Note : *The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.*

Resolution Result : Resolved

9 INSURANCE VALUATION

The Owners - **RESOLVE** by ordinary resolution to consider a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Strata Schemes management Act 2015.

Last Valuation date - 18/04/2024

[Explanatory Note : *The former legislation only required consideration of the replacement value. However, reinstatement is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value reinstatement costs will be higher than just for replacement costs. The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended every 3 - 5 years.*

Resolution Result : Defeated

10 REPORT ON COMMISSIONS

That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details: Commissions and Training Services Report for the last 12 months Commissions received that have been paid to the managing agent in the last 12 months are as follows: - Insurance commissions: 1323.25. Training services received/provided to the strata managing agent by external service providers in the last 12 months: - legal service providers including Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co - insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd) Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows: - Insurance commissions: 1323.25; Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows: - legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co. - insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd) We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

[Explanatory Note : Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.

Resolution Result : Resolved

11. STRATA COMMITTEE

The strata committee will comprise of 3 members

U1- Yes- John Andrew

U6 - Yes- Lynne Beven

U9 - Yes - Jason Cook

12. PEST INSPECTION / TREATMENT

John will arrange

13 GUTTER CLEAN / ROOF INSPECTION

The Owners - Strata Plan **RESOLVES** by ordinary resolution to discuss whether to have the Roof & Gutters cleaned and inspected

[Explanatory Note : NA

Resolution Result : Defeated

14. HONORRIUM PAYMENT

Annual payment of \$1,200 to John Andrews for maintenance services provided. The is will paid in the January following the AGM.

Resolved

15. MEETING DATE

15/02/2027

Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:30 on 16-02-2026."



STRATA MANAGEMENT

38 Ocean View Parade,
Caves Beach, NSW 2281
info@townhoustrata.com.au
www.townhoustrata.com.au
Tel 02 4971 0363

PRESENT:

Lot#	Unit#	Attendance	Owner Name
1	1	Yes	John & Pam Andrew
2	2	Yes	Stephen Philip Berry
6	6	Yes	Steve & Lynne Beven
9	9	Yes	Jason Cook & Stephen Gill
11	11	Yes	John & Pam Andrew

IN ATTENDANCE:

Alan Hunter- Townhouse Strata

CHAIRPERSON(acting):

Alan Hunter

1. Committee Meeting Minutes

The Owners – RESOLVE by ordinary resolution to confirm the minutes of the last committee meeting held on 24/03/2025 were a true reflection of events.

Resolved

2. EXECUTIVE STRATA COMMITTEE SELECTION

That nominations be sought for the positions of Chairperson, Secretary and Treasurer and that Members of the Strata Committee be duly elected to fill these positions.

- **Chairperson** - John Andrew
- **Treasurer** - Lynne Beven
- **Secretary** - Jason Cook

Resolved

3. General Property Business

General Business about the property:

1. Lynne (with backup from Jason and John): Print and deliver levy notices and other essential notices (e.g., AGM, large documents) to Unit 10's letterbox, taking a timestamped photo as proof of delivery; Jason to print and express post larger documents as needed, also keeping a photo/record of postage.
2. John: Visit the council to discuss the recent increase in water bills and investigate the possibility of individual water metering for each unit; check the current water meter reading and compare to the council's bill.
3. Jason: Diarise the date/time of the agreed process for Unit 10 notice delivery for record-keeping.

Resolved

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:30 on 16-02-2026."

Meeting summary for SP 73814 AGM 2026

Quick recap

The strata committee meeting focused on financial updates and administrative matters, including a review of last year's budget and discussion of upcoming levies. The committee addressed an ongoing issue with Unit 10's late levy payments and agreed on a new process for delivering notices to the owner, which will involve either direct letterbox placement or mailing, with documentation and photos to be kept for proof of delivery. John announced that Unit 11 would be listed for sale. The committee also discussed concerns about water billing practices, noting that all units share a single meter reading, which may not accurately reflect individual usage.

Next steps

- [Tracy: Investigate and resolve the outstanding \\$50 invoice that was paid 6 months ago but still appears in the outstanding section \(to be done tomorrow\).](#)
- [John: Check when the next pest spray is due and arrange for pest control to inspect under the buildings for spiders, cobwebs, and signs of termites.](#)
- [Lynne \(with backup from Jason and John\): Print and deliver levy notices and other essential notices \(e.g., AGM, large documents\) to Unit 10's letterbox, taking a timestamped photo as proof of delivery; Jason to print and express post larger documents as needed, also keeping a photo/record of postage.](#)
- [Alan: Send final reply to Fair Trade regarding the Unit 10 notice delivery process to the committee and upload to the system when received.](#)
- [John: Visit the council to discuss the recent increase in water bills and investigate the possibility of individual water metering for each unit; check the current water meter reading and compare to the council's bill.](#)
- [Alan: Minute the agreed process for Unit 10 notice delivery in the meeting minutes and send a copy to Fair Trade.](#)
- [Jason: Diarise the date/time of the agreed process for Unit 10 notice delivery for record-keeping.](#)
- [All committee members: Complete required strata committee education/training as mandated by new legislation when details are released \(expected within 1-2 months\).](#)

Summary

Financial Planning and Budget Review

The meeting reviewed last year's financial performance, noting that gardening costs were higher than expected while general repairs and insurance expenses were lower than budgeted. The committee discussed this year's financial planning, with approximately \$24,000 currently in the bank and a recommendation to maintain the previous year's administrative budget of \$30,000, pending any exceptional expenses. Alan confirmed that all financial transactions require valid invoices, and the committee agreed to maintain the current gardening budget while keeping an eye on plumbing costs.

Financial Planning and Budget Review

The meeting discussed financial planning and administrative matters, including capital works funding and levy collection. Alan explained that the administration budget requires an additional \$14 per quarter to stay on plan, which works out to approximately \$35 per quarter. The group reviewed the 10-year capital plan. Alan also reported that while insurance premiums decreased for some policies last year, there are industry-wide predictions of increases, though this remains uncertain. The conversation ended with a discussion about changes to commission structures in the strata community association sector, with pending government regulations expected to be released in March.

Pest Control and Committee Roles

The group discussed pest control and maintenance issues, with John agreeing to inspect buildings for termites and check the pest spray schedule, which Lynne noted was overdue due to extensive cobwebs. They confirmed the committee positions remained unchanged from the previous year, with Stephen as Treasurer, Lynne as Secretary, John as Chairperson. Alan expressed satisfaction with the previous year's arrangements and the group's willingness to repeat them.

Unit Levy and Water Concerns

The committee discussed issues with Unit 10 levy notices. They agreed to have Lynne print out levy notices and either place them in the mailbox or send them via post, with photos taken as proof of delivery. John mentioned that Unit 11 would be put on the market, potentially increasing the value of all units. The committee also discussed concerns about high water bills and the possibility of getting separate water meters for each unit.

MINUTES OF ANNUAL GENERAL MEETING

THE OWNERS – STRATA PLAN 73814 2–4 Lake Street, Budgewoi NSW

DATE: 24/03/2025

VENUE: 2–4 Lake Street, Budgewoi NSW

MEETING OPENED: 24/03/2025 @ 6:00 PM

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

Unit# Attendance Owner Name

1	Yes	John & Pam Andrew
2	By Proxy	Stephen Philip Berry to Jason Cook
3	By Proxy	Jennifer Vasseleu to John Andrew
4	Yes	John & Joanne Blackmore
6	Yes	Steve & Lynne Beven
9	Yes	Jason Cook & Stephen Gill
10	By Proxy	E Montgomery
11	Yes	John & Pam Andrew

1. CONFIRMATION OF MINUTES

The Owners – RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 28/03/2024

[Explanatory Note : This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015]

Resolution Result: Resolved

2. ACCOUNTING RECORDS FINANCIAL STATEMENTS

The Owners - RESOLVE by ordinary resolution to consider the account records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note : Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.]

Resolution Result: Resolved

3. AUDIT

The Owners - RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note : The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.]

Resolution Result: Defeated

4. CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

The Owners - RESOLVE by ordinary resolution:

- That the amount of money the owners corporation will need to credit to its administration fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$25,980 (GST inclusive).
- That the contributions to the administrative fund be paid in equal quarterly instalments.
- That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : Under sections 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administration fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

Resolution Result: Resolved

5. CONTRIBUTIONS TO THE CAPITAL WORKS FUND

The Owners - RESOLVE by ordinary resolution:

- That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$8,866.60 (GST inclusive).
- That the contributions to the capital works fund be paid in equal quarterly instalments.
- That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : Under sections 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

Resolution Result: Resolved

6. LEVY COLLECTION

That the Owners Corporation authorise the Strata Managing Agent, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

- Levy Recovery Step 1: issue a reminder levy notice after 45 days from the levy due date;
- Levy Recovery Step 2: issue 21 Days Notice letter after 64 days from the levy due date;
- Levy Recovery Step 3: issue Notice of Commencement of legal action letter after 94 days from the levy due date;
- Levy Recovery Step 4: after 101 days from the original due date and where the debt exceeds \$500.00, appoint a debt collection agency, seek legal advice, and engage solicitors or counsel for recovery proceedings.

[Explanatory Note : Authorisation for recovery of levies and legal action under section 83 of the Strata Schemes Management Act 2015. This motion enables the agent to take recovery action if required.]

Resolution Result: Resolved

7. 10 YEAR CAPITAL WORKS FUND PLAN

To review and adopt the 10-year plan for the capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015.

[Explanatory Note : The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015. The plan must be reviewed at least once every five years and implemented as far as practicable.]

Resolution Result: Resolved

8. INSURANCE

That the owners corporation confirm that the current insurances effected on behalf of the owners corporation can be confirmed.

[Explanatory Note : The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.]

Resolution Result: Resolved

9. INSURANCE VALUATION

The Owners - RESOLVE by ordinary resolution to consider a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as required under section 161 of the Strata Schemes Management Act 2015.

[Explanatory Note : Although not mandatory, regular insurance valuations (every 3–5 years) are strongly recommended to ensure coverage meets reinstatement and replacement requirements.]

Resolution Result: Defeated

10. REPORT ON COMMISSIONS

That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regard to commissions paid and training services received in the last year, and those expected in the coming year.

[Explanatory Note : Pursuant to Section 60 and Clause 9(g) of Schedule 1 to the Act, a motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable in the next 12 months.]

Resolution Result: Resolved

11. STRATA COMMITTEE

The Owners RESOLVE to determine the number of members of the Strata Committee to be 3, and elect the following members:

- John Andrew – Unit 1 & 11
- Jason Cook – Unit 9
- Lynn Bevan – Unit 6

[Explanatory Note : The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of the Act, a motion must be included to elect members.]

Resolution Result: Resolved

12. PEST INSPECTION

That the owners corporation consider undertaking a general pest treatment.

[Explanatory Note : NA]

Resolution Result: Defeated

13. GUTTER CLEAN / ROOF INSPECTION

That the owners corporation consider cleaning and inspecting the roof and gutters.

[Explanatory Note : NA]

Resolution Result: Defeated

14. APPOINTMENT OF MANAGING AGENT

The Owners - RESOLVE by ordinary resolution to appoint Townhouse Strata Pty Ltd as the Strata Managing Agent, and delegate to it all functions of the owners corporation (except those restricted by section 52(2) of the Act) under the terms of the strata management agreement tabled at the meeting.

[Explanatory Note : Appointment of a managing agent is permitted under section 49 of the Strata Schemes Management Act 2015. The delegation of powers must be agreed and recorded in the meeting minutes and management agreement.]

Resolution Result: Resolved

15. NEXT AGM DATE

That the date of the next Annual General Meeting be set for 24 March 2026.

Resolution Result: Resolved

COMMITTEE MEETING MINUTES

Held straight after AGM

OWNERS PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John & Pam Andrew
2	By Proxy	Stephen Philip Berry to Jason Cook
3	By Proxy	Jennifer Vasseleu to John Andrew
4	Yes	John & Joanne Blackmore
6	Yes	Steve & Lynne Beven
9	Yes	Jason Cook & Stephen Gill
10	By Proxy	E Montgomery
11	Yes	John & Pam Andrew

1. COMMITTEE MEETING MINUTES

That the Strata Committee determine the Minutes of its last Meeting as a true record of the proceedings of that Meeting.

[Explanatory Note : Confirmation of previous minutes]

Resolution Result: Resolved

2. ELECTION OF EXECUTIVE POSITIONS

The Strata Committee elected the following members to office bearer positions:

- Chairperson: John Andrew
- Secretary: Jason Cook
- Treasurer: Lynn Bevan

[Explanatory Note : Appointment of executive positions as per Section 45 of the Strata Schemes Management Act 2015.]

Resolution Result: Resolved

3. GENERAL PROPERTY BUSINESS

The Committee RESOLVED to approve payment of a \$1,200 honorarium to John Andrew.

[Explanatory Note : Open discussions about the property]

Resolution Result: Resolved

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 7:30 PM.



MINUTES OF EXTRAORDINARY GENERAL MEETING

THE OWNERS – STRATA PLAN 73814
2-4 Lake Street, Budgewoi

DATE: 09/04/2024

VENUE: 2-4 Lake Street,, Budgewoi & Via Zoom

MEETING OPENED: 09/04/2024 @ 18.00 pm

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John Andrew
2	Yes	Steve Berry
9	Yes	Jason Cook & Stephen Gill
6	Yes	Lynne & Steve Bevan
5	Yes	Heidi & Daniel Hargraves

1. CONFIRMATION OF MINUTES

The Owners – **RESOLVE** by ordinary resolution to confirm the minutes of the owners corporation

[Explanatory Note : *This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015*

Resolution Result : Resolved

*2. MOTION TO AGREE METHODOLOGY OF HEDGECUTTING IN
RESPONSE TO LETTER FROM SAFEWORK*

The Owners – Strata Plan No.73814 **RESOLVE** by ordinary resolution to agree a safe process to cut hedges in response to letter from Safework dated 03/04/24 reference 1-480017

Note:

It was unanimously agreed that:

- All future hedge cutting above head height must be conducted via means of extension bar on suitable machinery, on step ladder or a combination of both.
- The contractor must not use a truck to stand in without appropriate barriers fixed to the sides.
- The contractor must be insured and competent with the work they are carrying out.

Resolution Result : Resolved

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18.35 on 09/04/2024



MINUTES OF ANNUAL GENERAL MEETING

THE OWNERS – STRATA PLAN 73814
2-4 Lake Street, Budgewoi

DATE: 28/03/2024

VENUE: 2-4 Lake Street,, Budgewoi

MEETING OPENED: 28/03/2024 @ 18.00 pm

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John Andrew
3	Proxy to U1	Jennifer Vasseleu
4	Yes	Jenny & David Gleixner
9	Yes	Jason Cook
6	Yes	Lynne & Steve Bevan

1. CONFIRMATION OF MINUTES

The Owners – **RESOLVE** by ordinary resolution to confirm the minutes of the owners corporation

[Explanatory Note : *This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015*

Resolution Result : Resolved

2. ACCOUNTING RECORDS FINANCIAL STATEMENTS

The Owners - **RESOLVE** by ordinary resolution to consider the account records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note : Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.]

Resolution Result : Resolved

3. AUDIT

The Owners - **RESOLVE** by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note : The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.]

Resolution Result : Defeated

4. CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its administration fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$23,780.00 .
2. That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 01/04/24 and sub sequential instalments being due on the days of 01/07/24, 01/10/24, and 01/01/25.
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : Under sections 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administration fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

Resolution Result : Resolved

5. CONTRIBUTIONS TO THE CAPITAL WORKS FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$8,866.60
2. That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 01/04/24 and sub sequential instalments being due on the days of 01/07/24, 01/10/24, and 01/01/25
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : Under sections 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

Resolution Result : Resolved

6. LEVY COLLECTION

That the Owners Corporation authorise the Strata Managing Agent, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

- (a) Levy Recovery Step 1: issue a reminder levy notice after 45 days from the levy due date;
- (b) Levy Recovery Step 2: issue 21 Days Notice letter after 64 days from the levy due date;
- (c) Levy Recovery Step 3: issue Notice of Commencement of legal action letter after 94 days from the levy due date;
- (d) Levy Recovery Step 4: after 101 days after the original date the levy was due, and where the debt is in excess of \$500.00, to appoint the services of a debt collection agency, seek legal advice, the provision of legal services for the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest, the engagement of Solicitors and/or counsel for the purposes of proceedings, the managing agent to instruct the Solicitor and/or legal counsel in relation to the advice, services or action.

Resolution Result : Resolved

7. 10 YEAR CAPITAL WORKS FUND PLAN

The Owners – **RESOLVE** by ordinary resolution :

- To implement the 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015, plus continually review the plan

[Explanatory Note : *The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015 which must be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10- year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.*

Resolution Result : Resolved

8. INSURANCE

The Owners - **RESOLVE** by ordinary resolution that the insurances effected on behalf of the owners corporation can be confirmed/cannot be confirmed.

[Explanatory Note : *The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.*

Resolution Result : Resolved

9. INSURANCE VALUATION

The Owners - **RESOLVE** by ordinary resolution to consider a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Strata Schemes management Act 2015.

[Explanatory Note : *The former legislation only required consideration of the replacement value. However, reinstatement is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value reinstatement costs will be higher than just for replacement costs. The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended every 3 - 5 years.*

Resolution Result : Defeated

10. REPORT ON COMMISSIONS

That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details: Commissions and Training Services Report for the last 12 months
Commissions received that have been paid to the managing agent in the last 12 months are as follows: - Insurance commissions: \$989.00 Training services received/provided to the strata managing agent by external service providers in the last 12 months: - legal service providers including Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co - insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)
Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months
Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows: - Insurance commissions: \$1,038.45 Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows: - legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co. - insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)
We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

[Explanatory Note : *Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.*

Resolution Result : Resolved

11. STRATA COMMITTEE

The Owners - **RESOLVE** by ordinary resolution to:

1. Call for nominations for members of the strata committee;
2. Acknowledge the disclosure of all candidates for election to the strata committee that they have no connections with the original owner or building manager for the scheme;
3. Determine the number of members of the strata committee to be 3; and
4. Elect the strata committee

1	Yes	John Andrew
4	Yes	Jenny & David Gleixner
6	Yes	Lynne & Steve Bevan

[Explanatory Note : *The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of Strata Schemes management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre- electronic voting.*

Resolution Result : Resolved

12. PEST INSPECTION / TREATMENT

The Owners - Strata Plan No. **RESOLVES** by ordinary resolution to consider a general pest treatment to be carried out.

Note:

[Explanatory Note : *NA*

Resolution Result : Defeated

13. GUTTER CLEAN / ROOF INSPECTION

The Owners - Strata Plan **RESOLVES** by ordinary resolution to discuss whether to have the Roof & Gutters cleaned and inspected.

[Explanatory Note : *NA*

Resolution Result : Defeated

14. MEETING DATE

That the date of the next Annual General Meeting be set, unless otherwise determined by the Strata Committee. 18/02/2025

[Explanatory Note : NA

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18.45 pm on 28/03/2024."

MINUTES OF COMMITTEE MEETING

THE OWNERS – STRATA PLAN 73814
2-4 Lake Street, , Budgewoi

DATE: 28/03/2024

VENUE: 2-4 Lake Street,, Budgewoi

MEETING OPENED: 28/03/2024 @ 18.45 pm

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John Andrew
4	Yes	Jenny & David Gleixner
9	Yes	Jason Cook
6	Yes	Lynne & Steve Bevan

1. COMMITTEE MEETING MINUTES

That the Strata Committee determine the Minutes of its last Meeting as a true record of the proceedings of that Meeting.

[Explanatory Note : Confirmation of previous minutes

Resolution Result : Resolved

2. EXECUTIVE STRATA COMMITTEE SELECTION

That nominations be sought for the positions of Chairperson, Secretary and Treasurer and that Members of the Strata Committee be duly elected to fill these positions.

1	Secretary	John Andrew
4	Treasurer	Jenny & David Gleixner
9	Chairperson	Lynne & Steve Bevan

[Explanatory Note : Executive committee selection

Resolution Result : Resolved

3. General Property Business

General Business about the property

- Painting to go ahead in the next 9 months, John to arrange for quotes around the \$50,000 figure. \$40,000 will come from the CWF and a special levy will be raised for the balance.
- Agreed – Payment to John of \$1,200 as previous years in regards to building management services.

[Explanatory Note : Open discussions about the property

Resolution Result : Resolved

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 19.00 on 28/03/2024



MINUTES OF ANNUAL GENERAL MEETING

**THE OWNERS – STRATA PLAN 73814
2-4 Lake Street,, Budgewoi, NSW 2262, Australia**

DATE: 06/03/2023

VENUE: 2-4 Lake Street, Budgewoi, NSW 2262,

MEETING OPENED: 06/03/2023 18:00

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John & Pam Andrew
2	No	Stephen Philip Berry (Proxy: Stephen Philip Berry-2/6)
3	No	Jennifer Vasseleu (Proxy: Jennifer Vasseleu-3/1)
4	No	Jenny & David Gleixner
5	No	Daniel John Hargraves
6	Yes	Steve & Lynne Beven
7	No	Julie Menken
8	No	Helen Edwards
9	No	Jason Cook & Stephen Gill
10	No	June Bennett
11	No	John & Pam Andrew

1. CONFIRMATION OF MINUTES

The Owners – **RESOLVE** by ordinary resolution to confirm the minutes of the owners corporation held on 24/02/2022

[Explanatory Note : This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015

Resolution Result : Resolved

2. ACCOUNTING RECORDS FINANCIAL STATEMENTS

The Owners - **RESOLVE** by ordinary resolution to consider the account records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note : Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.

Resolution Result : Resolved

3. AUDIT

The Owners - **RESOLVE** by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note : The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.

Resolution Result : Defeated

4. CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its administration fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$22,222 .

2. That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 1/04/23 and sub sequential instalments being due on the days of 01/07/23, 01/10/23, and 01/01/24.
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : *Under sections 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administration fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.*

Resolution Result : Resolved

5. CONTRIBUTIONS TO THE CAPITAL WORKS FUND

The Owners - **RESOLVE** by ordinary resolution:

1. That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$8,866.60.
2. That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 01/04/23 and sub sequential instalments being due on the days of 01/07/23, 01/10/23, and 01/01/24.
3. That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note : *Under sections 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.*

Resolution Result : Resolved

6. 10 YEAR CAPITAL WORKS FUND PLAN

The Owners – **RESOLVE** by ordinary resolution :

1. To review the 10-year plan for capital works fund and to decide whether to adopt the plan, revise the plan or replace the plan.

[Explanatory Note : *The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015 which must be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10- year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.*

Resolution Result : Resolved

7. REPORT ON COMMISSIONS

That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details: Commissions and Training Services Report for the last 12 months
Commissions received that have been paid to the managing agent in the last 12 months are as follows: - Insurance commissions: \$818.46. Training services received/provided to the strata managing agent by external service providers in the last 12 months: - legal service providers including Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co - insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)
Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months
Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows: - Insurance commissions: \$900.31; Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows: - legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co. - insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)
We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

[Explanatory Note : *Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.*

Resolution Result : Resolved

8. INSURANCE

The Owners - **RESOLVE** by ordinary resolution that the insurances effected on behalf of the owners corporation can be confirmed/cannot be confirmed.

[Explanatory Note : The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.

Resolution Result : Resolved

9. INSURANCE VALUATION

The Owners - **RESOLVE** by ordinary resolution to consider a quote from a valuer to value the building damage insurance amount for replacement

and reinstatement as now required under section 161 of the Strata Schemes management Act 2015.

[Explanatory Note : The former legislation only required consideration of the replacement value. However, reinstatement is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value reinstatement costs will be higher than just for replacement costs. The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended every 3 - 5 years.

Resolution Result : Defeated

10. STRATA COMMITTEE

The Owners - **RESOLVE** by ordinary resolution to:

1. Call for nominations for members of the strata committee;
2. Acknowledge the disclosure of all candidates for election to the strata committee that they have no connections with the original owner or building manager for the scheme;
3. Determine the number of members of the strata committee to be 3 and
4. Elect the strata committee

- Lynn Beven - U6
- John Andrew – U1
- Jenny Gleixner – U4

[Explanatory Note : The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of Strata Schemes management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre- electronic voting.

Resolution Result : Resolved

11. HONORRIUM PAYMENT

Annual payment of \$1,200 to John Andrews for maintenance services provided. The is will paid in the January following the AGM.

[Explanatory Note : *An owners corporation may pay to a person who is an officer of the owners corporation or another member of the strata committee of the owners corporation an amount determined by the owners corporation at an annual general meeting in recognition of services performed by the person for the owners corporation in the period since the last annual general meeting.*

Resolution Result : Resolved

12. PEST INSPECTION / TREATMENT

The Owners - Strata Plan No. **RESOLVES** by ordinary resolution to consider a general pest treatment to be carried out.

[Explanatory Note : *NA*

Resolution Result : Resolved

13. GUTTER CLEAN / ROOF INSPECTION

The Owners - Strata Plan **RESOLVES** by ordinary resolution to discuss whether to have the Roof & Gutters cleaned and inspected

[Explanatory Note : *NA*

Resolution Result : Defeated

14. MEETING DATE

That the date of the next Annual General Meeting be set, unless otherwise determined by the Strata Committee. - 06/03/24

[Explanatory Note : *NA*

Resolution Result : Resolved

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 17.10 on 06/03/23
."

MINUTES OF COMMITTEE MEETING

THE OWNERS – STRATA PLAN 73814
2-4 Lake Street,, Budgewoi, NSW 2262, Australia

DATE: 06/03/2023

VENUE: 2-4 Lake Street, Budgewoi, NSW 2262,

MEETING OPENED: 06/03/2023 18:00

CHAIRPERSON: Alan Hunter

OWNERS PRESENT:

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John & Pam Andrew
2	No	Stephen Philip Berry (Proxy: Stephen Philip Berry-2/1)
3	No	Jennifer Vasseleu (Proxy: Jennifer Vasseleu-3/6)
4	No	Jenny & David Gleixner
5	No	Daniel John Hargraves
6	Yes	Steve & Lynne Beven
7	No	Julie Menken
8	No	Helen Edwards
9	No	Jason Cook & Stephen Gill
10	No	June Bennett
11	No	John & Pam Andrew

1. Committee Meeting Minutes

That the Strata Committee determine the Minutes of its last Meeting as a true record of the proceedings of that Meeting.

[Explanatory Note : *Confirmation of previous minutes*

Resolution Result : Resolved

2. EXECUTIVE STRATA COMMITTEE SELECTION

That nominations be sought for the positions of Chairperson, Secretary and Treasurer and that Members of the

Strata Committee be duly elected to fill these positions.

- Lynn Beven - Chairperson
- Alan Hunter - Treasurer
- John Andrew - Secretary
- Jenny Gleixner – Member

[Explanatory Note : *Executive committee selection*]

Resolution Result : Resolved

3. General Property Business

General Business about the property

- Car Parking (on going issues)
John to talk with unit 11
- Garage door maintenance.
As and when required (as previously agreed)
- Roof tile maintenance
Not required as currently inside of life span

[Explanatory Note : Open discussions about the property]

Resolution Result : Resolved

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 17.15 on 06/03/23



MINUTES OF ANNUAL GENERAL MEETING

THE OWNERS – STRATA PLAN 73814
2-4 Lake Street, Budgewoi, NSW 2262, Australia

AGM was held on 24/02/2022 at:
2-4 Lake Street, Budgewoi, NSW

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John & Pam Andrew
2	Yes	Stephen Philip Berry
3	No	Jennifer Vasseleu
4	Yes	Jenny & David Gleixner
5	No	Daniel John Hargraves
6	Yes	Steve & Lynne Beven
7	No	Julie Menken
8	No	Helen Edwards
9	Yes	Jason Cook & Stephen Gill
10	No	June Bennett
11	Yes	John & Pam Andrew

IN ATTENDANCE:

Alan Hunter for Townhouse Strata

PROXY:

June Bennett U10 to John Andrew U1

CHAIRPERSON (acting):

Alan Hunter

Motion 1 - ELECTRONIC MEETINGS

The Owners - RESOLVE by ordinary resolution to adopt the following alternative means of voting at meetings of the owners corporation and / or meetings of the strata committee:

Voting by means of teleconference while participating in a meeting from a remote location.

- Voting by means of videoconferencing while participating in a meeting from a remote location.
- Voting by means of email while participating in a meeting from a remote location.
- Voting by means of other electronic means while participating in a meeting from a remote location.
- Voting by means of email before the meeting; or
- Voting by means of other electronic means before the meeting

[Explanatory Note: The owners corporation is able to adopt any of the above means of voting by resolution of the owners corporation in accordance with clause 28 of Schedule 1 of the Strata Schemes Management Act 2015 and clause 14 of the Strata Schemes Management Regulations 2016.]

RESOLVED-

Motion 2 - CONFIRMATION OF MINUTES

The Owners – RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 29/09/2021

[Explanatory Note: This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015]

RESOLVED-

Motion 3 – AUDIT

The Owners - RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note: The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.]

RESOLVED-

Motion 4 - ACCOUNTING RECORDS FINANCIAL STATEMENTS

The Owners - RESOLVE by ordinary resolution to consider the account records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note: Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.]

RESOLVED

Motion 5 - CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

The Owners - RESOLVE by ordinary resolution:

(a) That the amount of money the owners corporation will need to credit to its administration fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$ 22,222 (GST inclusive) .

(b) That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 1/08/20 and sub sequential instalments being due on the days of 01/11/20, 01/02/21, and 01/05/21.

(c) That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note: Under sections 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administration fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

RESOLVED-

Motion 6 - CONTRIBUTIONS TO THE CAPITAL WORKS FUND

The Owners - RESOLVE by ordinary resolution:

(a) That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79 (1) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81 (1) of the Strata Schemes Act 2015 at \$ 6,666.60 (GST inclusive)

(b) That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 01/08/20 and sub sequential instalments being due on the days of 01/11/20, 01/02/21, and 01/05/21.

(c) That the levy instalment due for both the Administrative and Capital Works Fund be payable quarterly until re-determined.

[Explanatory Note: Under sections 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]

RESOLVED-*An increase in the levies was agreed in order to save money for capital works namely painting of the external of the property. This increase is not to the level required to pay for the external painting and other capital works projects, thus further increases at the next AGM will be proposed and a special levy of \$2,000 - \$4,000 may be proposed.*

Motion 7 - 10 YEAR CAPITAL WORKS FUND PLAN

1. The Owners – RESOLVE by ordinary resolution to review the 10-year plan for capital works fund and to decide whether to adopt the plan, revise the plan or replace the plan.
2. The Owners – RESOLVE by ordinary resolution to implement the 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015 by:
3. The Owners – RESOLVE by ordinary resolution to discuss the preparation of the 10-year capital works fund plan and to:
 - a. Obtain quotations from suitable qualified consultants to prepare a 10-year capital works fund plan commencing from this meeting; OR
 - b. Consider the quotations to prepare the 10-year capital works fund plan commencing from this meeting AND/OR
 - c. To engage to prepare a 10-year capital works fund plan commencing from this meeting in accordance with the quotation.

[Explanatory Note: The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015 which must be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10- year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.]

RESOLVED- *by ordinary resolution to implement and review the 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015.*

Motion 8 - INSURANCE

The Owners - RESOLVE by ordinary resolution that the insurances effected on behalf of the owners corporation can be confirmed/cannot be confirmed.

[Explanatory Note: The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.]

RESOLVED.

Motion 9 - STRATA COMMITTEE

The Owners - RESOLVE by ordinary resolution to:

- a. Call for nominations for members of the strata committee;
- b. Acknowledge the disclosure of all candidates for election to the strata committee that they have no connections with the original owner or building manager for the scheme;
- c. Determine the number of members of the strata committee to be 3
- d. Elect the strata committee

[Explanatory Note:The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of Strata Schemes management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre- electronic voting.]

RESOLVED-

Motion 10 - GENERAL MEETING MATTERS

The Owners – RESOLVE by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 to decide if any matter or type of matter is to be determined by the owners corporation in general meeting.

[Explanatory Note:The owners corporation can place restrictions on the strata committee and determine that certain matters or types of matters cannot be decided by the strata committee but must be decided by the owners corporation at a general meeting. This motion is required to be on the agenda for each annual general meeting.]

RESOLVED-

Motion 11 - TENANT REPRESENTATIVE

The Owners – RESOLVE by ordinary resolution to receive the nomination of the tenant representative for the strata committee and to include the name of the tenant representative in the minutes for the meeting.

[Explanatory Note: If at least half of the lots in the strata scheme are tenanted and those tenancies have been notified in a tenancy notice, the tenants may nominate one tenant representative for the strata committee. This motion is a required motion if a tenant has been nominated in accordance with section 33 of the Strata Schemes Management Act 2015.]

Defeated-

Motion 12 - TENANTS AT MEETINGS

The Owners – RESOLVE by ordinary resolution to restrict tenants from being present when the following matters are being discussed:

1. financial statements and auditor's reports;
 2. levying of contributions;
 3. recovery of unpaid contributions;
 4. a strata renewal proposal under Part 10 of the Strata Schemes Development Act 2015 or any related matter;
- and/or
5. any other financial matter specified by the regulations for the purpose of this clause (as at 30 November 2016 there is nothing further).

[Explanatory Note: Tenants must be given notice of annual general meetings and are able to attend those meetings. They are not entitled to address the meeting unless authorised to do so by resolution and are not entitled to vote unless they hold a proxy. The owners corporation is able to restrict tenants from being present when certain matters listed above are discussed or determined.]

Defeated -*Not required as less than 50% rented.*

Motion 13 - PAYMENT PLANS

The Owners – RESOLVE by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

1. the schedule of payments for the amounts owing and the period for which the plan applies;
2. the manner in which the payments are to be made; and
3. contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan.

[Explanatory Note: Section 85(5) of the Strata Schemes Management Act 2015 provides that the owners corporation may be resolution at a general meeting agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions.]

RESOLVED-

Motion 14 - GUTTER CLEAN / ROOF INSPECTION

The Owners - Strata Plan 89591 RESOLVES by ordinary resolution to discuss whether to have the Roof & Gutters cleaned and inspected

[Explanatory Note: NA]

Defeated- *Roof and gutters will be checked when the exterior of the building is cleaned .*

Motion 15 - PEST INSPECTION / TREATMENT

The Owners - Strata Plan No. 89591 RESOLVES by ordinary resolution to consider a general pest treatment to be carried out.

[Explanatory Note: NA]

RESOLVED- *Termite check to be conducted. John will arrange for this.*

Motion 16 - POINT OF CONTACT

That a member of the Strata Committee be elected to be the schemes point of contact to interact with the Strata Managing Agent.

[Explanatory Note: Main point of contact]

RESOLVED- *-John Andrew U1 is to continue being the point of contact.*

Motion 17 - HONORRIUM PAYMENT

Annual payment of \$1,200 to John Andrew for maintenance services provided. This will paid in the January 2023.

[Explanatory Note: An owners corporation may pay to a person who is an officer of the owners corporation or another member of the strata committee of the owners corporation an amount determined by the owners corporation at an annual general meeting in recognition of services performed by the person for the owners corporation in the period since the last annual general meeting.]

RESOLVED-It has been unanimously accepted to give John Andres an honorarium payment of \$1,200 payable in January 2023. Existing arrangements around the extra park space provided to John Andrews will continue to be in force. If John Andrews moves out of the complex the parking space will revert to a visitors bay.

Motion 18 - PAINTING OF THE COMPLEX

The Owners - Strata Plan No. 89591 RESOLVES by ordinary resolution to consider the painting of the complex along with methods of funding and time scales.

[Explanatory NOTE: OWNER motion proposal]

Defeated - *It has been unanimously accepted that the painting of the exterior of all buildings be delayed for 2-4 years in order to raise required funds. The external of the building will undergo a deep clean in March / April 2022.*

Motion 19 - ROOF REPAIRS

The Owners - Strata Plan No. 73814 RESOLVES by ordinary resolution to consider roof repairs in complex along with methods of funding and time scales.

[Explanatory NOTE: OWNER Motion Proposal]

Defeated - *It has been unanimously accepted that at this stage no major roof repairs are required. As issues arise they should be reported, recorded and then appropriate action will take place.*

Motion 20 - GARAGE DOOR REPAIR / MAINTENANCE

The Owners - Strata Plan No. 73814 RESOLVES by ordinary resolution to consider Garage Door repairs in the complex along with methods of funding and time scales.

[Explanatory NOTE: OWNER Motion Proposal]

Defeated - *It has been unanimously accepted that at this stage no major roof repairs are required. As issues arise they should be reported, recorded and then appropriate action will take place.*

Motion 21 - FLY SCREENS

The Owners - Strata Plan No. 73814 RESOLVES by ordinary resolution to consider fly screen repairs in complex along with methods of funding and time scales.

[Explanatory NOTE: OWNER Motion Proposal]

Defeated - *It has been unanimously accepted that at this stage no major roof repairs are required. As issues arise they should be reported, recorded and then appropriate action will take place. The frame if original is the responsibility of Strata, the mesh is the responsibility of individual owners. .*

Motion 22 - UNIT ENTITLEMENT

The Owners - Strata Plan No. 73814 RESOLVES by ordinary resolution to consider the re-allocation of unit entitlements in regards to strata fees paid by 2 bedroom units compared to 3 bedroom units, along with methods of funding this legal process.

[Explanatory NOTE: OWNER Motion Proposal]

Defeated- *It has been unanimously accepted not to pursue legal action so that the unit entitlement can be changed.*

Motion 23 - NEW TWIN LAKES SIGN

The Owners - Strata Plan No. 73814 RESOLVES by ordinary resolution to consider upgrading / updating the Twin Lakes Sign, along with methods of funding and time scales.

[Explanatory NOTE: OWNER Motion Proposal]

Defeated- *It has been unanimously accepted that at this stage no update to the Twin Lakes sign is required.*

Motion 24 - MEETING DATE

That the date of the next Annual General Meeting be set, unless otherwise determined by the Strata Committee.

[Explanatory Note: NA]

RESOLVED-*The next AGM is to be 24/02/2023.*

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 19:10 on 24-02-2022."

MINUTES OF A STRATA COMMITTEE MEETING

The Owners - Strata Plan 73814, 2-4 Lake Street., Budgewoi

Date, Place & Time of Meeting: A meeting of the Strata Committee of The Owners - Strata Plan 73814 was held on 24th February 2022 at 2-4 Lake Street., Budgewoi immediately following the AGM.

PRESENT:

Unit#	Attendance	Owner Name
1	Yes	John & Pam Andrew
2	Yes	Stephen Philip Berry
3	No	Jennifer Vasseleu
4	Yes	Jenny & David Gleixner
5	No	Daniel John Hargraves
6	Yes	Steve & Lynne Beven
7	No	Julie Menken
8	No	Helen Edwards
9	Yes	Jason Cook & Stephen Gill
10	No	June Bennett
11	Yes	John & Pam Andrew

IN ATTENDANCE: Alan Hunter on behalf of Townhouse Strata

CHAIRPERSON & SECRETARY: Alan Hunter was elected as Chairperson and Secretary of the meeting by invitation

MOTION 1 - CONFIRMATION OF MINUTES

RESOLVED by ordinary resolution to confirm the minutes of the previous committee meeting

MOTION 2 - STRATA COMMITTEE

RESOLVED: That the executive committee positions be:

- Lynn Beven - Chairperson
- Alan Hunter - Treasurer
- John Andrew - Secretary
- Jenny Gleixner – Member

MOTION 3 - STRATA COMMITTEE MEETING ATTENDANCE / VOTING

RESOLVED: by ordinary resolution to adopt electronic means of voting at committee meetings.

MOTION 4 - GENERAL PROPERTY BUSINESS

Noted:

- Building Management Parking
 - It was agreed that John can continue to use the parking bay as previously agreed until he vacates the property. The space will then revert back to a visitors spot.
- Window Locks
 - John is looking into this and will contact a locksmith to ensure that any locks purchased are compliant.
- Speeding in property
 - All owners, tenants and visitors are reminded that for the safety of all vehicles must drive slowly whilst driving in and out of the property
- Noise and Fume issues whilst idling
 - It is important for the safety and comfort of all owners that cars are not left idling whilst in the driveway. This may keep the car cool (or warm) but creates a nuisance a health hazard for residents.
- Garden Maintenance – can we pay quarterly to save money
 - It was agreed by all that this was not possible and would make no difference to the cost.
- Driveway repairs
 - The conclusion of the driveway repairs have constantly been delayed due to weather issues. We require 4 dry days to complete the work. Please keep an eye on Stratafy for further updates.
- Repair reporting
 - John manages all onsite repairs, issues can be reported via the Stratafy app or directly to John. Via John and Alan the Stratafy app will be continually updated with all maintenance details.
- Change of Parking times
 - Currently Owner / Occupiers may park a second household car in the visitors spots between the times of 7pm – 8 am, It was agreed at the AGM these times will now change to 6pm – 9am. By Laws will be updated during the next revision.
 - Bin nights cause a concern, please do not park on the road where the bins are collected (on bin nights).

Closure: That all business being concluded, the chairperson declared the meeting closed at 07.35 PM



MINUTES OF COMMITTEE MEETING THE OWNER'S STRATA PLAN NO. 73814

Address of Strata Scheme: 2-4 Lake Street, Budgewoi

DATE, PLACE & TIME OF MEETING: A Committee Meeting of the Owners Corporation for Strata Plan No. 73814 was held on 27/01/2022 at 2-4 Lake Street, Budgewoi . The meeting commenced at 4pm.

CHAIRPERSON AND SECRETARY FOR THE MEETING:

Alan Hunter – Townhouse Strata

CALLING OF THE ROLL:

Those present;

Representations from units 1,2,4,6

1 MINUTES

RESOLVED: That the minutes of the last Committee Meeting of the Owners Corporation are confirmed as a true record and accurate account of that meeting.

2 CAPITAL WORKS PLAN REVIEW

RESOLVED: The Strata Executive Committee resolved to obtain a Capital Works Plan and present the revised plan to the Owners Corporation at the forthcoming AGM for approval.

3 CAPITAL WORKS FUND

RESOLVED: The Strata Executive Committee resolved to review the Capital Works Fund taking inconsideration motion 2, with a view to recommend the levy amounts for the forthcoming year. This information will be presented to the Owners Corporation at the upcoming AGM for approval.

4 ADMINISTRATION FUND

RESOLVED: The Strata Executive Committee resolved to review the administration fund accounts at the upcoming AGM.

Noted:

Motions to be included on the agenda for the upcoming AGM include:

- Roof repairs
- External Painting
- Speeding in the driveway
- Noise and fumes from cars idling in the driveway
- Window Locks

Meeting Close 17.00

MINUTES OF AN EXTRAORDINARY GENERAL MEETING THE OWNER'S STRATA PLAN NO. 73814

ADDRESS OF STRATA SCHEME: 2-4 Lake Street, Budgewoi

Date, Place & Time of Meeting: An Extraordinary General Meeting of the Owners Strata Plan 73814 was held on 29th September 2021 Via Zoom at 18:00

PRESENT:

- Lot 1 John Andrew
- Lot 2 Stephen Berry
- Lot 4 Jennifer Vasseleu
- Lot 6 Steve & Lynn Beven
- Lot 9 Jason Cook

PROXY:

Lot 10 June Bennett U10 to John Andrew U1

IN ATTENDANCE: Alan Hunter on behalf of Townhouse Strata

CHAIRPERSON & SECRETARY: Alan Hunter was elected as Chairperson and Secretary of the meeting by invitation.

1. MINUTES

RESOLVED: That the minutes of the last general meeting of the Owners Corporation are confirmed as a true record and accurate account of that meeting.

2. BUDGET

RESOLVED: The owners of SP73814 accept the attached budget for the financial year 1st Jan 2021- 31st Dec 2021.

3. SPECIAL BY-LAW 1. - MINOR RENOVATIONS

RESOLVED:

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Minor Renovations which affect the common property and/or impact on an owner or occupier on a lot.
2. Each Owner has the right to undertake the following "Minor Renovations" or "works", subject to the following conditions found in section 110 of the *Strata Schemes Management Act 2015* and as prescribed by the Regulations

- (a) Renovating and or replacing a kitchen, a bathroom or a laundry (not including any waterproofing works including the replacement of waterproofing membranes);
 - (b) Changing recessed light fittings and / or other types of light fittings;
 - (c) Installing or replacing wood or other hard floors (not including the installation of 'floating floorboards' or alike material in bedrooms or bathrooms).;
 - (d) Installing or replacing wiring or cabling or power or access points;
 - (e) Installing or replacing garage door motors;
 - (f) Work involving reconfiguring walls (not including load-bearing walls or any structural works);
 - (g) Installing a solar photovoltaic system or solar hot water system;
 - (h) Installing a heat pump;
 - (i) Installing ceiling insulation;
 - (j) Installing double or triple glazed windows (that are in keeping with the external appearance of the lot);
 - (k) Installing or replacing venting to carry exhaust air outside from items such as:
 - i. a range hood,
 - ii. oven,
 - iii. shower,
 - iv. clothes dryer,
 - v. gas heater, or
 - vi. similar appliance.
3. Pursuant to section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.
 4. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
 5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the works

6. The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
 - (a) the Strata Committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
 - (a) plans and drawings;
 - (b) specifications of work;
 - (c) if the owner is installing hard flooring, details of the soundproofing materials that will be used in the installation; and
 - (d) any other documents reasonably required by the Strata Committee.
8. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Strata Committee.
9. The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the works

10. In carrying out the works, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
- (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
- (d) only undertake works at the times approved by the Strata Committee;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from undertaking the works immediately from the building; and
- (g) comply with the requirements of the Strata Committee to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the works.

11. The Owner must ensure that the works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the works

12. If an Owner installs new flooring and if required by the Strata Committee, the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the Works and those new flooring installations now achieve the anticipated performance standards that is expected of those types of flooring installations.

Repair and Maintenance

13. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

14. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
- (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.

16. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

4. SPECIAL BY-LAW 2 - WATERPROOFING WORKS

RESOLVED:

20. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Waterproofing Works which affect the common property.
21. Each Owner has the right to undertake the following "Waterproofing Works" or "Works", subject to the following conditions and the Owners Corporation's rights –
 - (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot which includes the laying of a new waterproof membrane; and
 - (b) Waterproofing works to the external balconies and courtyards within a lot;
22. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
23. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Works

24. The Owner must notify the Owners Corporation at least 21 days before undertaking the Works and obtain the prior written approval from –
 - (a) the strata committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
25. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
 - (a) plans and drawings;
 - (b) specifications of work;
 - (c) any other documents reasonably required by the Strata Committee.
26. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
27. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the Works

28. In carrying out the works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;

- (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
- (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
- (e) only undertake works at the times approved by the Strata Committee;
- (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
- (g) remove all debris resulting from undertaking the works immediately from the building.

10. The Owner must ensure that the Major Renovations shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Works

11. If required, the Owner must deliver to the Strata Committee:

- (a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
- (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

12. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the Works in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.

13. If the Owner removes the Works or any part of the Works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

14. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Works;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works; and
- (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Works.

15. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

16. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works proposed under this by-law.

Breach of By-law

17. The Owners Corporation reserves the right to take action against the Owner to replace the Works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

18. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*

5. SPECIAL BY-LAW 3. – DEBT RECOVERY

RESOLVED:

This by-law authorises the Owners Corporation to recover as a debt, as well as interest on that debt and all of the expenses in recovering such amounts, all costs incurred by the Owners Corporation in:

- (a) collecting levy arrears in accordance with section 86(2) of the *Strata Schemes Management Act 2015* (“The Act”); and
- (b) addressing and remedying the breach of the By-Laws of the Strata Scheme including, but not limited to, site inspections, reports, removal of unauthorised works and installations, restoration of the common property, issuing of notices, the seeking of legal advice before commencing legal action, obtaining legal services, including any legal proceeding to enforce compliance with the By-Laws of the Strata Scheme.

2. “**Contribution**” means:

- (a) a contribution recoverable by the Owners Corporation and in connection with the breach or breaches of By-Law/s; or
- (b) the contribution or ‘levy’ due (jointly or severally) by an Owner, a mortgagee or covenant charge in possession of the lot to the Owners Corporation, in the amount as determined by the Owners Corporation for the purpose of maintaining the administrative fund and the capital works fund of the Strata Scheme.

3. “**Excess**” means any excess paid to the Owners Corporation’s insurer on a claim under its insurance policy relating to damage caused to common property by an Owner’s Appliance or by his or her Occupier’s Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.

4. “**Expenses**” means the reasonable expenses of the Owners Corporation incurred in recovering those amounts (including, but not limited to the costs incurred by the Owners Corporation arising out of access not being provided for the Owners Corporation or its authorised personnel at the notified date).

5. “**Interest**” means any interest payable on an unpaid contribution.

6. “**Legal Services**” includes obtaining legal advice and taking legal action, including, but not limited to the legal action to recover any expenses related to the breach of by-law or to the levy arrears collection process.

7. “**Levy arrears**” means the contribution/s that is not paid at the date specified in the levy notice (which pursuant to Section 83(3) of the Act, is a date at least 30 days after the notice is given) and recoverable by the Owners Corporation under section 86(2) of the Act.

8. “**Notice**” means a notice requiring compliance with the by-laws under section 146 of the Act or a notice notifying the offender that they are in breach of By-Laws and ‘arrears notice fees’.

9. “**Occupier**” means a person in lawful occupation of a Lot and includes, without limiting the generality of the foregoing, lessees and licensees and invitees who resides in a Lot for more than 3 days per week on average, but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

10. “**Owner**” means the owner or owners of a residential Lot of this Strata Plan.

11. **“Reports”** means any professional written report for which any payment may be required, and created for the purpose of assessing the breach or breaches of By-Law and/or its consequences.
12. **“Site Inspections”** means any attendance at the Strata Scheme by a person authorised by the Owners Corporation for the purpose of:
- (a) ascertaining one or more breaches of By-Law and to estimate damages and/or costs suffered by the Owners Corporation.
 - (b) carrying out works under section 122 of the Act; and
 - (c) exercising the duties related to the fire safety inspections under section 123 of the Act
13. **“Strata Scheme”** means this Strata Plan.
14. To the extent of any inconsistency with previous by-laws, this by-law prevails.

No Breaches

15. Every Owner must pay the contribution to the administrative and capital works fund as set and levied by the Owners Corporation, its authorised agents and representative from time to time.
16. Every Owner must comply with the By-Laws of the Strata Scheme and must ensure that neither the Owner nor any Occupier or their Invitees does or permits to happen anything which constitutes or may constitute a breach of the By-Laws.

Recovery

17. Either the Owners Corporation, the Strata Committee or the Managing Agent is authorised to take all steps to recover Expenses, Contributions, Levy arrears, Interests, or any amount due as a debt to the Owners Corporation pursuant to this by-law.
18. In the event that an Owner breaches clause 16 of this by-law (or their Occupier or Invitee breaches clause 16), and:
- (a) the Managing Agent sends a Notice, the Owners Corporation may recover from that Owner the reasonable cost of the Managing Agent sending that Notice;
 - (b) the Owners Corporation may recover from that Owner:
 - i. any cost the Owners Corporation incurs as a result of that breach; and
 - ii. any amount that the Owner should have paid under a by-law.
 - iii. any expenses (including interests) the Owners Corporation incurred in the recovery process.
19. The Owners Corporation is entitled to recover expenses due under this by-law in either the same action or a separate action from the one in which it seeks to recover:
- (a) any other amount due under this by-law;
 - (b) any other Contributions or Interest not related to this by-law.
20. Any expense of the Owners Corporation which is recoverable from an Owner pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay that expense.

Expenses

21. Without limiting the generality of clauses 18 and 19, the Owners Corporation shall be entitled to recover from an Owner as an expense:
- (a) any fees charged or disbursements incurred by the Managing Agent for sending account reminders, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due as a debt by any Owner and preparing and giving evidence in any proceedings for collection of any amount due as a debt by any Owner;
 - (b) any costs relating to the loss of use of a visitor parking space, where the breach relates to visitor car parking;
 - (c) any costs and disbursements of any third party involved as consequence of breach of by-law and for its rectification.

- (d) the costs and disbursements of any solicitor or agent incurred by the Owners Corporation in the recovery of any amount due on an indemnity basis;
- (e) the costs of any enquiries made to ascertain the whereabouts of the Owner or made in relation to the Owner, any property of the Owner of anyone associated or reasonably thought to be associated with the Owner; and
- (f) any goods and services tax payable by the Owners Corporation on any expenses recoverable from an Owner.

22. The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable to pay the expense.

23. Any invoice issued by the Owners Corporation or the Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

Allocation of Moneys

24. Notwithstanding any direction by an Owner to the contrary, the Owners Corporation shall be entitled, in its absolute discretion, to set off any monies received from an Owner against any amount due as a debt by that Owner to the Owners Corporation.

Invoicing

25. The Owners Corporation may issue an invoice to any Owner for any amount due under this by-law. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address.

26. Any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

Interest

27. Any Amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has been issued in relation to that debt, bear simple interest at the rate of 10% per annum until the loss and damage is made good.

28. The Owners Corporation may recover as a debt interest calculated in accordance with clause 27.

Miscellaneous

29. The existence of a payment plan does not limit any right of the owners corporation to take action to recover the amount of unpaid contributions.

6. SPECIAL BY-LAW 4. – WINDOW SAFETY DEVICES

RESOLVED:

This by-law is made for the purposes of regulating the ongoing use, operation, maintenance and repair obligations of owners and occupiers in relation to Window Safety Devices installed in Lots in the Scheme.

1. 'Window Safety Devices' means any complying locking or safety devices, including child safety devices as prescribed by section 118 of the *Strata Schemes Management Act 2015* and *clause 30 of the Strata Schemes Management Regulation 2016*, installed within a Lot in the Scheme.

Interpretation

2. In this by-law, unless the context otherwise requires:

- a) the singular includes plural and vice versa;
- b) any terms in the by-law will have the same meaning as those defined in Act;
- c) references to legislation include references to amending and replacing legislation;

d) if there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of any inconsistency.

Conditions

3. If the Owners Corporation has arranged for the installation of Window Safety Devices to all windows in the Scheme that require Window Safety Devices to be installed, the owners and / or occupiers of those Lots acknowledge that they shall ensure the ongoing proper operation and use of the Window Safety Devices.
4. An owner or occupier who, pursuant to section 118(3) of the *Strata Schemes Management Act 2015*, arranges for or otherwise installs Window Safety Devices in their lot, must:
 - a) give written notice of the installation to the owners corporation within 7 days after completion of the installation ensuring that the safety device is compliant with the requirements under clause 30(3) of the *Strata Schemes Management Regulation 2016* and the Standards under the Building Code of Australia (Deem- to-Satisfy provision D2.24); and
 - b) ensure that the Window Safety Devices are installed in a competent and proper manner; and
 - c) repair any damage caused to any part of the common property by the installation or the removal of the Window Safety Devices.
5. The Owner must properly maintain and keep the Window Safety Devices installed within the Lot in a state of good and serviceable repair, and must replace and renew the Window Safety Devices as required from time to time.

Liability and Indemnity

6. The Owner and / or Occupier of a Lot indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the misuse or the removal of the Window Safety Devices, or the failure to properly maintain and repair the Window Safety Devices.

7. SPECIAL BY-LAW 5. – OCCUPANCY OF LOTS

RESOLVED:

1. Subject to section 137(2) and (3) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must ensure that the total number of adults residing in a Lot must not exceed twice the number of bedrooms authorised by the relevant development approval.
2. An owner or occupier must:
 - a. ensure that each bedroom in the lot contains no more than:
 - i. two single beds; or
 - ii. one single bunk bed; or
 - ii. one double, queen or king bed.

This clause excludes children’s beds, cots and bassinets.

 - b. ensure that the only rooms that are used for sleeping accommodation are bedrooms which have development approval;
 - c. not further divide, screen or partition any bedroom.
3. In the event of an inconsistency between this by-law and any other by-law applicable to the strata scheme, the terms of this by-law shall prevail to the extent of the inconsistency.
4. To the extent that this by-law is inconsistent with any Council order, planning legislation or planning control applicable to the strata scheme, the relevant order, planning legislation or planning control shall prevail to the extent of the inconsistency.
5. Any costs incurred by the owners corporation as a result of a breach of this by-law will be recoverable from the owner or occupier by the Owners Corporation pursuant to the **Recovery of Costs** special by-law.

8. SPECIAL BY-LAW 6. – PROHIBITION OF SHORT-TERM RENTAL ACCOMMODATION

RESOLVED:

1. For the purpose of this by-law:
 - 1.1. **“Act”** means the *Strata Schemes Management 2015* (NSW) as amended or replaced from time to time;
 - 1.2. **“Common Property”** means the common property in the Strata Plan;
 - 1.3. **“Costs”** includes all professional and trade costs, fees, expenses and disbursements;
 - 1.4. **“Enforcement Costs”** means the costs arising from or incurred as a result of the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
 - 1.5. **“Committee”** means the strata committee elected by the Owners Corporation from time to time;
 - 1.6. **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of:
 - 1.6.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
 - 1.6.2 any sum payable by the Owners Corporation by way of increased premiums; and
 - 1.6.3 any costs, loss or damages for which the Owners Corporation is or becomes liable, arising from an Owner’s use of their Lot in breach of this by-law.
 - 1.7. **“Lot”** means a lot or any part of a lot in the Strata Plan;
 - 1.8. **“Owner”** means the registered proprietor of a Lot from time to time, including the registered proprietor’s agent or employee;
 - 1.9. **“Owners Corporation”** means the owners corporation known as The Owners - Strata Plan No **73814**
 - 1.10. **“Principal Place of Residence”** of a person means the one place of residence that is, among the one or more places of residence of the person within and outside Australia, the principal place of residence of the person;
 - 1.11. **“Security Keys”** means a key, magnetic card, or other device or information used on the Common Property to:
 - 1.11.1. open and close security gates, doors, or locks; or
 - 1.11.2. operate alarms, security systems, or communication systems.
 - 1.12. **“Short-Term Rental Accommodation Arrangement”** means a commercial arrangement for giving a person the right to occupy a Lot for a period of not more than 3 months at any one time, including but not limited to arrangements made through the use of online services such as Airbnb, Stayz, Gumtree, or similar.
 - 1.13. **“Statutory Declaration”** means a statutory declaration made by an Owner in the form required by the Committee having regard to the contents of this by-law;
 - 1.14. **“Strata Manager”** means the strata managing agent engaged by the Owners Corporation from time to time; and
 - 1.15. **“Strata Plan”** means registered strata plan no **73814**

2. Where terms in this by-law are not defined, they have the same meaning those terms are attributed under the Act.

3. An Owner is prohibited from using, operating, or directly or indirectly facilitating the use of their Lot for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner's Principal Place of Residence.
4. An Owner is prohibited from advertising their Lot or permitting their Lot to be advertised for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner's Principal Place of Residence.
5. This by-law does not prevent a person using their Lot for a Short-Term Rental Accommodation Arrangement if the Lot is the Principal Place of Residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
6. If the Committee reasonably believes that an Owner is using, operating, or directly or indirectly facilitating the use of a Lot for a Short-Term Rental Accommodation Arrangement in breach of this by-law, the Owners Corporation, via the Committee or Strata Manager, may:
 - 6.1. request that the Owner provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee, which may include the provision of a Statutory Declaration; and/or
 - 6.2. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner by the NSW Civil and Administrative Tribunal; and/or
 - 6.3. enter upon any part of the Lot to carry out necessary investigation to confirm the Owner's compliance with this by-law; and/or
 - 6.4. refuse to provide additional Security Keys to the Owner or any purported legal occupier; and/or
 - 6.5. take all necessary steps to ensure the security of the Common Property which may include de-activating Security Keys.
7. An Owner in breach of this by-law is responsible for and must promptly repair any damage to any Common Property directly or indirectly caused by the Owner's breach.
8. An Owner in breach of this by-law is responsible for and will bear all Costs and Enforcement Costs arising from or associated with the Owner's breach.
9. Where the Owners Corporation has incurred Costs and/or Enforcement Costs because of an Owner's breach of this by-law, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner in breach, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act. All associated rights of recovery under the Act apply.
10. The Owner Indemnifies and will keep Indemnified the Owners Corporation

9. SPECIAL BY-LAW 7. – KEEPING OF ANIMALS

RESOLVED:

1. For the purposes of this by-law:
 - 1.1 **“Act”** means the *Strata Schemes Management Act 2015* as amended or replaced from time to time;
 - 1.2 **“Animal”** means any animal, including dogs, cats and birds;
 - 1.3 **“Application”** means a written application (on a prescribed form available from the Strata Manager) by an Owner to the Owners Corporation in relation to the keeping of an Animal in their Lot;

- 1.4 **“Approval”** means the written approval from the Owners Corporation to the Owner in response to their Application, with or without conditions.
 - 1.5 **“Approved Animal”** means the Animal approved by the Owners Corporation under clause 7;
 - 1.6 **“Assistance Animal”** means an animal that:
 - 1.6.1 has been accredited under NSW law or has been accredited by an animal training organisation; and
 - 1.6.2 has been trained:
 - 1.6.2.1 to assist a person with a disability to alleviate the effect of the disability; and
 - 1.6.2.2 to meet standards of hygiene and behaviour that are appropriate for an Animal in a public place;
 - 1.7 **“Common Property”** means the common property in the Strata Plan;
 - 1.8 **“Costs”** means all professional and trade costs/fees/disbursements, as well as any type of loss or damage incurred by the Owners Corporation arising directly or indirectly from the Animal, breach of this by-law and/or associated with the enforcement of this by-law;
 - 1.9 **“Committee”** means the strata committee of the Owners Corporation;
 - 1.10 **“Lot”** means a lot in the Strata Plan;
 - 1.11 **“Owner”** means the registered proprietor or a lawful occupier of a Lot from time to time;
 - 1.12 **“Owners Corporation”** means the owners corporation known as The Owners – Strata Plan No. **73814**
 - 1.13 **“Strata Manager”** means the strata managing agent engaged by the Owners Corporation from time to time;
 - 1.14 **“Strata Plan”** means registered strata plan number **73814**
2. Where any terms used in this by-law are defined in the Act, they will have the same meaning those words are attributed under the Act.
 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
 4. Owners wishing to keep an animal may apply to keep an Approved Animal.
 5. Prior to keeping an Approved Animal on the Lot, the Owner must make an Application.
 6. The Owners Corporation, via the Committee, will consider the Application within 14 days of receipt of the Application and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
 7. Where an Owner chooses to keep fish and the fish tank affects the Common Property in any way, the fish tank must be approved by the Owners Corporation prior to installation and the Owner must produce sufficient information (including information relating to the drainage system, weight, capacity and size of the tank) to enable the Owners Corporation to make a reasonable assessment of the impact of the fish tank on the structural integrity of the Lot and the building. If, in the reasonable opinion of the Owners Corporation, an engineer's report on the structural integrity of the Lot and/or building is required, the relevant Owner must bear the costs for the production of the report by an engineer nominated by the Owners Corporation.
 8. The Approval will not be unreasonably withheld.
 9. If an Owner requires an Assistance Animal, they are required to provide the Owners Corporation with a letter from the relevant prescribed animal training organisation, or evidence that the Assistance Animal is accredited under NSW law.
 10. Owners keeping an Approved Animal (including Assistance Animals) within their Lot are subject to the following conditions:
 - 12.1 Owners must keep their Approved Animal within the Lot;

- 12.2 When on the Common Property, Owners must ensure that their Approved Animal is properly restrained and contained at all times;
 - 12.3 Owners must ensure that the Approved Animal does not cause any damage to a Lot or the Common Property;
 - 12.4 Owners must ensure that the Approved Animal does not create noise which continually disturbs other Owners' peaceful enjoyment of their property. In the event of continual disruption by an Animal, the Owners Corporation may request the Owner of the Animal to remove the Animal from the Lot and/or Common Property;
 - 12.5 In the event an Approved Animal causes harm (physical or otherwise) to any person on the Common Property or within a Lot, the Owners Corporation may direct the Owner of the Approved Animal to remove the Approved Animal from the Lot and/or Common Property;
 - 12.6 Owners are responsible for the cleaning and the expense of cleaning of all areas within the Lot and/or Common Property, should such cleaning be required as a consequence of the Approved Animal's presence;
 - 12.7 Owners will not make a claim upon the Owners Corporation's insurance in respect of anything arising from the keeping of the Approved Animal;
 - 12.8 Owners must maintain the health and hygiene of the Approved Animal so as to prevent the spread of communicable diseases to other Approved Animals and people in the building;
 - 12.9 Owners must indemnify the Owners Corporation for any costs associated with the keeping of the Approved Animal. Such costs include all actions, proceedings, demands, costs, expenses and damages which may be incurred by, brought or made against the Owners Corporation.
11. The Owners Corporation may withdraw its Approval to the keeping of an Approved Animal under this by-law at any time, if the Approved Animal is or becomes vicious, noisy, offensive or a nuisance. By way of illustration, an Approved Animal may be determined by the Owners Corporation to be a nuisance if it regularly and loudly barks and/or yelps so as to interfere with any other Owner's quiet enjoyment of their Lot and/or use of Common Property.
 12. Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner in respect of a breach of any of the provisions of this by-law.
 13. A further breach under this by-law after a notice as referred to in clause 14 has been served on an Owner will entitle the Owners Corporation to require the immediate removal of the Approved Animal from the building.
 14. If the Owners Corporation withdraws its Approval to keep an Approved Animal, the Owner must remove the Approved Animal immediately from the Lot and keep the Approved Animal away from the Lot and Common Property.
 15. Owners are responsible for all Costs.
 16. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
 17. Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 19:15 PM.



STRATA PLAN 73814

ADDRESS OF STRATA SCHEME: 2-4 Lake Street, Budgewoi, NSW

Date, Place & Time of Meeting: An Extraordinary General Meeting of the Owners Strata Plan 73814 was held on 19th August 2021 Via Zoom at 7:00 PM.

PRESENT:

Lot 1 & 11 John Andrews
Lot 3 Jenny Vasseleu
Lot 4 Jenny Gleixner
Lot 5 Heidi & Dan
Lot 6 Steve Bevan
Lot 8 Helen Edwards
Lot 9 Jason Cook

PROXY

U7 Proxy to U9
U2 Proxy to U1
U10 Proxy to U 6

IN ATTENDANCE: Alan Hunter on behalf of Townhouse Strata

CHAIRPERSON & SECRETARY: Alan Hunter was elected as Chairperson and Secretary of the meeting by invitation.

1 MINUTES

RESOLVED: That the minutes of the last general meeting of the Owners Corporation held on 23/08/20 are confirmed as a true record and accurate account of that meeting.

2 APPOINTMENT OF MANAGING AGENT

(a) **RESOLVED:** That the Owners - Strata Plan No. 73814 by ordinary resolution in accordance with section 49 of the Strata Schemes Management Act 2015 to appoint Townhouse Strata Ltd (648 492 942) as strata managing agent from the date of this meeting, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which was tabled at this meeting and the strata managing agent be delegated:

(i) all of the functions of the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;

(ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;

(b) the owners corporation is to execute the Agreement to give effect to this appointment and delegation;

(c) once elected, the strata committee is to nominate a representative under the Agreement; and

(d) authority is given to:

(i) if there are two or more members of the strata committee, two members of the strata committee; and/or

(ii) if the owners corporation has only one or two owners, those owners,

to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the Strata Schemes Management Act 2015. delegations.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:35 PM.

Noted:

- AGM to take place in October / November 2021 when Covid restrictions ease and it can take place in person.

TWIN LAKES

2020 Annual General Meeting of the Owners Corporation of Strata 73814

As previously advised in correspondence dated 9/8/2020 this year's AGM will be conducted on 23/8/2020 at 10.30am.

The following is the agenda for this meeting.

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Welcome to all Owners within Strata 73814.

Thanks to Lynne and Steve for allowing the meeting to be conducted in their home.

Vacant Office Positions

The following positions are declared vacant and are the subject of appointment:

- (a) Chairperson
- (b) Secretary/Manager

As the current Chairperson, I will not be standing for re-election to the vacant position.

A request was made in correspondence of 9/8/2020 for nominations to the vacant positions. The following nominations have been received for the position of Chairperson:

Jason Cook
Kim Hopkins

As Kim is not an owner can the person who nominated him please make yourself known for the benefit of the other strata members and also for the purpose of recording in the minutes.

As there are two (2) nominations we will now hold an election.

For the position of Secretary/Manager, there is only one nomination, John Andrew. Accordingly, there is no need for to vote to elect a person to this position. I declare John Andrew to be the Secretary/Manager for 2020/2021.

In summary, the following people are declared as the position holders for the financial year of 2020/2021:

Chairperson: Election result
Secretary/Manager: John Andrew (Unit 1)

TWIN LAKES

Financial report for 2019/2020

The Treasurer's functions were again undertaken by JLA Book Keeping.

The financial documents for the financial year 2019/2020 were included in the previous correspondence, dated 9/8/2020.

I call on John Andrew to present a summary of the financial report for 2019/2020.

General Business

The following issues have surfaced and have been included for discussion at today's meeting:

1. Strata By-Laws for this complex - Stephen.
2. Use of Visitor Parking spaces by residents - Stephen.
3. What is deemed to be a "Visitor" – Group discussion.
4. Recoating of the driveway – John to provide a summary of current position.
5. Painting of the exterior of units – Stephen.
6. Annual Pest Report. Availability of the report. - Stephen

Other Matters for Discussion

Are there any other matters for discussion?

Conclusion

Thank you for your attendance today. In particular thankyou to Lynne and Steve for their hospitality today.

Stephen Berry
Chairperson



10 YEAR CAPITAL WORKS FUND PLAN OF STRATA DEVELOPMENT

KNOWN AS

2 - 4 Lake Street
Budgewoi, NSW 2262
STRATA PLAN NO: 73814



UNDER INSTRUCTIONS FROM

Attention: Alan Hunter
Townhouse Strata Management
38 Ocean View Parade
CAVES BEACH NSW 2281



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EXECUTIVE SUMMARY

Property Summary:	2 - 4 Lake Street, Budgewoi NSW 2262
Property Type:	Strata Title Residential Development
Date of Inspection:	23 February 2022
Date of Report:	24 February 2022
Purpose of Report:	To Prepare a Capital Works Fund Plan for the subject property.

Property Summary

Current Annual Contribution:	\$6,000
Proposed Capital Works Fund Levy (First Year):	\$18,500

Summary Remarks

The current Capital Works Fund contribution is set at \$6,000 pa. In order to achieve long term funding requirements it is recommended this amount be increased to \$18,500 with annual increases in accordance with the Capital Works Fund Schedule.

I have been advised the driveway is being resurfaced under a warranty claim and therefore no allowance has been included for driveway repairs over the initial 10 years.

It should be noted this assessment is not a structural building report. It is recommended regular building and roof inspections be carried out by a building inspector to determine any building repairs required over and above ongoing maintenance.

The dates of proposed work are only a guide with review recommended on a regular basis. Where allocated funds are not required in a particular year, they can be accumulated for future total replacement of major items and adjustments made as necessary.

The calculations have been based on current balances and contributions as advised by the instructing party. Should any discrepancies exist, the valuer is to be notified and the report reviewed.

Note: This Executive Summary forms part of the attached report document and must be read in the context of the full report. All comments and qualifications contained in the attached report relate directly to the above summary.

"Liability limited by a scheme approved under Professional Standards Legislation."

Valuer: Nick Cesta - Director

Qualifications: AAPI (CPV)

Inspection & Valuation Date: 23 February 2022

Signature:



2. REPORT INSTRUCTIONS	
Instructing Party:	Alan Hunter - Townhouse Strata Management
Purpose of Report:	<p>To prepare a 10 year Capital Works Fund Plan for the subject complex in order to assist the Owners Corporation to set an appropriate capital works levy for ongoing maintenance of the property.</p> <p>Section 80 of the Strata Management Act 2015 requires the Owners Corporation to prepare a 10 year Capital Works Fund Plan.</p> <ol style="list-style-type: none">1. An Owners Corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10 year period commencing on the first annual general meeting of the Owners Corporation.2. An Owners Corporation is to prepare a plan for each 10 year period following the 10 year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.3. An Owners Corporation may, by resolution at a general meeting, review, revise or replace a 10 year plan prepared under this section and must review the plan at least once every 5 years.4. A plan under this section is to include the following:-<ol style="list-style-type: none">(a) Details of proposed work or maintenance;(b) The timing and anticipated costs of any proposed work;(c) The source of funding for any proposed work;(d) Any other matter the Owners Corporation thinks fit;(e) Any other matters prescribed by the regulations for the purposes of this section.5. A plan under this section is to be finalised by the end of the next annual general meeting of the Owners Corporation after the annual general meeting for which the plan is prepared.6. An Owners Corporation may engage expert assistance in the preparation of a plan under this section.7. An Owners Corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.
Inspection Date:	23 February 2022

3. PROPERTY SUMMARY	
Property Address:	2 - 4 Lake Street, Budgewoi NSW 2262
Strata Plan No.:	73814
No. Of Units:	11
Total Unit Entitlement:	100
Capital Works Balance:	\$27,000
Building Age:	18 years



4. IMPROVEMENTS

Residential development comprising 11 two storey townhouse style dwellings each providing lockup garaging under main roof.

Improvements Summary:

External Walls:	Rendered Masonry	Roof:	Concrete Tile
Flooring:	Concrete to Ground, Timber to Upper Floor	Windows:	Aluminium Framed

5. GROUND IMPROVEMENTS

The property provides established ground improvements including sealed concrete driveway and walkways; colourbond and rendered masonry fencing; landscaped garden areas; bollard lighting.

6. ASSESSMENT APPROACH

This report has been prepared to assist the Owner's Corporation in the preparation of a 10 year Capital Works Fund budget with the nominal forecast period for this report being 20 years. The time frame takes into account that the life of many elements of a building extends beyond a 10 year period.

It should be noted this assessment is not a structural building report and is not intended to investigate or report on potential structural issues. It is recommended regular building and roof inspections be carried out by a building inspector to determine any building repairs required over and above ongoing maintenance.

The calculations have been based on current balances and contributions as advised by the instructing party. The valuer has not been notified of any special by-laws that impact the contributions to the Capital Works Plan. Should any special by-laws or discrepancies exist, the valuer is to be notified and the report reviewed.

The estimated costs take into account typical usage for buildings of a similar nature and are made on the basis that the improvements receive regular ongoing maintenance and that all plant and equipment be maintained under maintenance agreements. Expenditure for maintenance agreements does not form part of this assessment and is understood to form part of the Administration Budget. The replacement period of some items can vary considerably and replacement can be carried out in stages. Items such as fencing can be replaced gradually with ongoing maintenance extending the lifespan.

Driveways that have been cracked can also remain serviceable for extended periods and the life span of balustrading can also vary considerably depending on maintenance and original quality.

Contingency amounts have been allowed for unforeseen repairs and for areas which are not visible such as hidden pipework and waterproofing where the condition can not be determined.

It is left to the discretion of the owner's corporation on whether gradual or total replacement is carried out at the time when sufficient funds have been accumulated.

The estimated cost estimates and annual increases have been determined utilising recognised building price guides however actual future costs can vary significantly depending on unforeseen circumstances. Where considered necessary additional information has been obtained from enquiries with relevant trades. The costings provided are to be utilised as a budget amount for allocation of fund purposes and it is recommended that at the relevant time at least three quotes be obtained to complete the required work.

Light fittings contained within private balcony/porch/courtyard areas have been assumed to be the responsibility of the unit holders and have not been included in the assessment. Should the Owners Corporation wish to have these items form part of the assessment, the valuer should be notified in writing and the relevant adjustments will be made to the report.



7. GENERAL REMARKS

This report is not a structural inspection or Asbestos assessment on the building and does not cover costs relative to structural defects which require rectification. Any structural issues should be referred to a structural engineer for comment and rectification costs. This assessment is based on available information at the time of inspection and is based on a visual inspection of common property readily accessible and does not make comment on pest infestation, heritage issues, site damage, fire protection, non conforming building work, and subfloor and roof space issues.

The costings provided have been calculated to include GST and no allowance has been made where strata schemes are able to claim tax credits.

The life expectancy adopted has been determined based on normal use and utilising published depreciation schedules in addition to enquiries with relevant trades. The future replacement cost has been estimated having regard to the replacement of each item to a standard similar to that noted at the time of inspection.

This Capital Works Fund report should be updated on a regular basis to reflect for ongoing changes including condition of improvements, movement in building costs and changes in legislation.

The current account balances and contributions have been obtained from the instructing party. Should any discrepancies exist between the amount advised and the actual balance/contribution, the report will require adjustment to reflect the correct figures.

It is recommended a review be carried out of all window locks to ensure compliance with Child Safety requirements. Should any improvements be required to window locks, the assessed contributions may require adjustment.

Fire Safety Equipment

The valuer is not an expert in assessing the condition and requirement for fire safety equipment within the building. It is therefore recommended a suitably qualified inspector provide confirmation and to the suitability of the current system and any upgrades that may be required. Should upgrades be required the valuer is to be notified and the contributions can be adjusted accordingly.

The values set out in this report do not include the values of any structure or fixtures made after the registration of the Strata Plan.

The assessment is current as at the date of report only. The figures assessed herein may change significantly and un-expectedly over a relatively short period. We do not accept liability for losses arising from such subsequent changes in costings. Without limiting the generality of the above comments, we do not assume any responsibility or accept any liability where this report is relied upon after the expiration of 3 months from the date of the report, or such earlier date if you become aware of any factors that have any effect on the assessment.

There are various common property items such as wet area waterproofing that are not visible and difficult to estimate whether future cost allowances will be required. Should the Owners Corporation be aware of any potential issues, the valuer is to be notified in writing and adjustments can be made as necessary.

This valuation has been prepared on behalf of the instructing party. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve our right to withhold consent or to review the contents of this report in the event that consent is sought.

There have been reported increases in building costs resulting from the Covid-19 Government Stimulus to the building industry and shortage of building materials and availability of trades. We have allowed a contingency for potential cost increases in the assessed value however due to the uncertainty of future increases it is strongly recommended contributions be reviewed on a regular basis. It is still not known if the increases will be a short term event or continue into the future.

Date of Report: 24 February 2022

Valuer: Nick Cesta - Director

Qualifications: AAPI (CPV)

Signature:



8. PROPOSED CAPITAL WORKS FUND PLAN

Contributions Per Lot (per annum)		<i>10 Year Forecast</i>					Unit Entitlement					100
Lot No.	Unit Entitle.	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Year 5 2026-27	Year 6 2027-28	Year 7 2028-29	Year 8 2029-30	Year 9 2030-31	Year 10 2031-32	
1	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
2	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
3	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
4	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
5	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
6	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
7	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
8	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
9	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
10	9	\$1,665	\$1,767	\$1,873	\$1,958	\$2,046	\$2,138	\$2,207	\$2,306	\$2,410	\$2,519	
11	10	\$1,850	\$1,963	\$2,082	\$2,175	\$2,273	\$2,375	\$2,452	\$2,563	\$2,678	\$2,799	
Total	100	\$18,500	\$19,633	\$20,816	\$21,753	\$22,732	\$23,754	\$24,523	\$25,627	\$26,780	\$27,985	



9. PROPOSED FUTURE COST SUMMARY

The following costs have been estimated by increasing current prices by escalation factors utilising historical increases in building costs as a guide. It is recommended these figures be reviewed on a regular basis.

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20
<i>Expected Expenditure</i>	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42
Main Building																				
External Painting					\$90,000															\$150,000
Replace Balustrades												\$20,000								
Replace Garage Doors															\$40,000					
Maintain Garage Doors					\$1,000					\$1,500										
Maintain Windows										\$2,000					\$2,500					\$3,000
Washdown Building / Fencing etc	\$5,000																			
Roof																				
Replace Guttering and Downpipes																				\$150,000
Maintain Guttering and Downpipes					\$2,500							\$3,000								
Maintain Roof Tiles & Ridgecapping																				\$25,000
Electrical																				
Maintain Building Electricals					\$2,000										\$3,000					
Replace Bollard Lighting										\$10,000										
External Works																				
Maintain Driveway and Paths										\$1,500					\$2,000					\$2,500
Replace Fencing 50%										\$12,000					\$15,000					
Replace Letter Boxes										\$3,000										
Maintain Gardens and Landscaping										\$3,000										
Misc.																				
Contingency	\$2,200	\$2,306	\$2,416	\$2,532	\$2,654	\$2,781	\$2,915	\$3,055	\$3,201	\$3,355	\$3,516	\$3,685	\$3,862	\$4,047	\$4,241	\$4,445	\$4,658	\$4,882	\$5,116	\$5,362
TOTAL	\$7,200	\$2,306	\$2,416	\$2,532	\$98,154	\$2,781	\$2,915	\$3,055	\$3,201	\$36,355	\$3,516	\$26,685	\$3,862	\$4,047	\$66,741	\$4,445	\$4,658	\$4,882	\$155,116	\$185,862



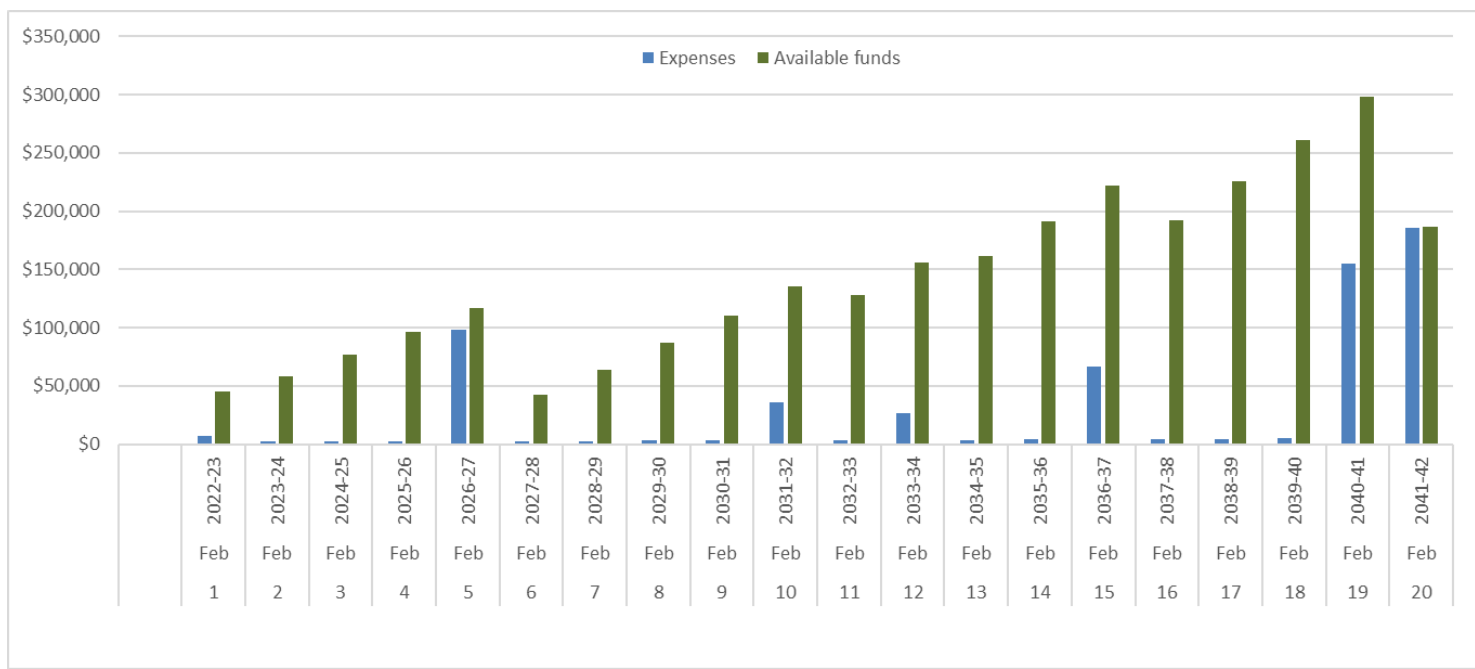
10. CAPITAL WORKS FUND FORECAST

Year	Month	Date	Expenses	Annual Contribution	Interest on Savings	Opening Balance	Closing Balance	Contribution per unit Entitlement
					0.15%			
1	Feb	2022-23	\$7,200	\$18,500	\$41	\$27,000	\$38,341	\$185.00
2	Feb	2023-24	\$2,306	\$19,633	\$58	\$38,341	\$55,725	\$196.33
3	Feb	2024-25	\$2,416	\$20,816	\$84	\$55,725	\$74,208	\$208.16
4	Feb	2025-26	\$2,532	\$21,753	\$111	\$74,208	\$93,540	\$217.53
5	Feb	2026-27	\$98,154	\$22,732	\$140	\$93,540	\$18,258	\$227.32
6	Feb	2027-28	\$2,781	\$23,754	\$27	\$18,258	\$39,259	\$237.54
7	Feb	2028-29	\$2,915	\$24,523	\$59	\$39,259	\$60,926	\$245.23
8	Feb	2029-30	\$3,055	\$25,627	\$91	\$60,926	\$83,590	\$256.27
9	Feb	2030-31	\$3,201	\$26,780	\$125	\$83,590	\$107,294	\$267.80
10	Feb	2031-32	\$36,355	\$27,985	\$161	\$107,294	\$99,086	\$279.85
11	Feb	2032-33	\$3,516	\$29,245	\$149	\$99,086	\$124,963	\$292.45
12	Feb	2033-34	\$26,685	\$30,561	\$187	\$124,963	\$129,027	\$305.61
13	Feb	2034-35	\$3,862	\$31,936	\$194	\$129,027	\$157,295	\$319.36
14	Feb	2035-36	\$4,047	\$33,373	\$236	\$157,295	\$186,857	\$333.73
15	Feb	2036-37	\$66,741	\$34,875	\$280	\$186,857	\$155,271	\$348.75
16	Feb	2037-38	\$4,445	\$36,444	\$233	\$155,271	\$187,503	\$364.44
17	Feb	2038-39	\$4,658	\$38,084	\$281	\$187,503	\$221,210	\$380.84
18	Feb	2039-40	\$4,882	\$39,798	\$332	\$221,210	\$256,458	\$397.98
19	Feb	2040-41	\$155,116	\$41,589	\$385	\$256,458	\$143,316	\$415.89
20	Feb	2041-42	\$185,862	\$43,460	\$215	\$143,316	\$1,130	\$434.60

NOTE: All figures include GST



Expenses – Available Funds Chart





11. PHOTOGRAPHS











TITLE SEARCH

Title Reference: CP/SP73814

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP73814

SEARCH DATE	TIME	EDITION NO	DATE
7/8/2015	6:30 PM	1	27/10/2004

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73814 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BUDGEWOI
LOCAL GOVERNMENT AREA WYONG
PARISH OF WALLARAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP73814

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73814
ADDRESS FOR SERVICE OF NOTICES:
2-4 LAKE STREET
BUDGEWOI 2262

SECOND SCHEDULE (2 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 73814							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 9	2	- 9	3	- 9	4	- 9
5	- 9	6	- 9	7	- 9	8	- 9
9	- 9	10	- 9	11	- 10		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 7/8/2015

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/4407

Land Registry Document Identification

AR937403

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP73814	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP73814
Other legal entity

Meeting Date

29/09/2021

Added by-law No.

Details Special By-law No.1, 2, 3, 4, 5, 6 & 7

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP73814

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 06/03/2022

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900


PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP73814	
(B) LODGED BY	Document Collection Box	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153
	1W	E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/4407
CODE CH		

- (C) The Owner-Strata Plan No. 73814 certify that a special resolution was passed on 29/9/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. _____
 Added by-law No. Special By-law No.1, 2, 3, 4, 5, 6 & 7
 Amended by-law No. _____
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 73814 which includes new Added Special By-law No.1, 2, 3, 4, 5, 6 & 7 starting from Page 6 of 18 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 73814 was affixed on 4-3-22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 

Name : ALAN HUNTER

Authority : STRATA MANAGER

Signature : _____

Name : _____

Authority : _____



Req:R464340 /Doc:DL AR937403 /Rev:08-Mar-2022 /NSW ILS /Prt:09-Mar-2022 21:09 /Seq:2 of 21
© Office of the Registrar-General /Src:LEGALSTREAM /Ref:SP 73814

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 73814

Revised Model By-Laws for Strata Plan SP73814

"Twin Lakes" 2-4 Lake Street, Budgewoi, NSW 2262

Voted on by a special resolution on the 23rd August 2020 at the Annual General Meeting

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

Short term standing of cars for the purpose of loading and unloading and cleaning is permitted outside of the individual units but must not block the driveway in anyway.

(1) Vehicle Use of Visitor Parking By Visitors

A visitor is a person or persons that irregularly enters the complex for the purpose of visiting a tenant or owner. A visitor may use a visitor parking space for up to 48 hours with-in a 7-day period on an irregular basis.

Visitors that require stays longer than 48 hours per visit with-in a 7-day period require the permission from the Building Manager prior to their arrival.

Any deviation from the above are no-longer deemed "casual" visitors and may not use the visitor car parking provided.

Visitor Parking is not provided to any occupier or visitor of an apartment or room that has been let on the short-term rental market such as Air BnB or Short Stayz. Any required parking is only provided in the owner's lot (ie One Parking Space Only)

(2) Vehicle use of Visitor Parking by the Owners Corporation

Two (2) visitor spaces may rented on a 6-monthly lease. And up to Four (4) spaces at the discretion of the Body Corporate.

The 2 spaces to be rented are to be next to the buildings not the middle spaces which blocks residents' gates or at the discretion of the body corporate or building manager.

The lease of these spaces is to be reviewed every 6 months by the Body Corporate and may only be extended with the approval of the Body Corporate.

The Body Corporate reserves the right to break such lease providing the leasee 1 (one) weeks written notice. Likewise, the leasee may break the lease by providing the Body Corporate 1 (one) weeks written notice.

Rent for each space is to be paid monthly (4 Weeks) in advance by direct deposit.

Each space will be marked as "Reserved" and is for the sole use of the leasee.

The Body Corporate takes no responsibility for cars parked on the common area in such a lease arrangement.

The leasee is responsible for any damage that is caused by the car being parked in such space, such as damage to surrounding structures or oil leaks on the driveway.

Each space is to be rented at \$40.00 per calendar week (Monday to Sunday).

Leased "Reserved" spaces may not be used unless you have permission from the leasee.

Owner/Occupiers may park a second household car in any vacant visitor parking space between the times of 7pm – 8am daily. For clarity only one additional car per apartment.

This offer excludes any apartment that is also leasing a second car space from the Body Corporate

Only owner/occupiers are entitled to the use of this privilege.

Tenants of apartments that are rented (either long term or short term) are not able to use such a privilege.

Cars cannot be parked in the complex prior to 7pm and must be removed from the car parking space by 8am.

Owners that breach this more than 3 times per calendar year, will not be able to park in the complex after the 3rd breach and will have the privileged revoked for the following year.

There is no guarantee of spaces and this offer does not over-ride bona fide visitors who have already parked in the complex.

Leased "Reserved" spaces may not be used unless you have permission from the leasee.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation—

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must—

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—

- (a) keep the animal within the lot, and
- (b) supervise the animal when it is on the common property, and
- (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, 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.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law—

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified—

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

SPECIAL BY-LAW 1. - MINOR RENOVATIONS

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Minor Renovations which affect the common property and/or impact on an owner or occupier on a lot.
2. Each Owner has the right to undertake the following "Minor Renovations" or "works", subject to the following conditions found in section 110 of the *Strata Schemes Management Act 2015* and as prescribed by the Regulations
 - (a) Renovating and or replacing a kitchen, a bathroom or a laundry (not including any waterproofing works including the replacement of waterproofing membranes);
 - (b) Changing recessed light fittings and / or other types of light fittings;
 - (c) Installing or replacing wood or other hard floors (not including the installation of 'floating floorboards' or alike material in bedrooms or bathrooms).;

- (d) Installing or replacing wiring or cabling or power or access points;
 - (e) Installing or replacing garage door motors;
 - (f) Work involving reconfiguring walls (not including load-bearing walls or any structural works);
 - (g) Installing a solar photovoltaic system or solar hot water system;
 - (h) Installing a heat pump;
 - (i) Installing ceiling insulation;
 - (j) Installing double or triple glazed windows (that are in keeping with the external appearance of the lot);
 - (k) Installing or replacing venting to carry exhaust air outside from items such as:
 - i. a range hood,
 - ii. oven,
 - iii. shower,
 - iv. clothes dryer,
 - v. gas heater, or
 - vi. similar appliance.
3. Pursuant to section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.
 4. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
 5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the works

6. The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
 - (a) the Strata Committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
 - (a) plans and drawings;
 - (b) specifications of work;
 - (c) if the owner is installing hard flooring, details of the soundproofing materials that will be used in the installation; and
 - (d) any other documents reasonably required by the Strata Committee.
8. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Strata Committee.
9. The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the works

10. In carrying out the works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;

- (d) only undertake works at the times approved by the Strata Committee;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from undertaking the works immediately from the building; and
 - (g) comply with the requirements of the Strata Committee to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the works.
11. The Owner must ensure that the works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the works

12. If an Owner installs new flooring and if required by the Strata Committee, the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the Works and those new flooring installations now achieve the anticipated performance standards that is expected of those types of flooring installations.

Repair and Maintenance

13. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.
14. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
 - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
16. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
17. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

SPECIAL BY-LAW 2 - WATERPROOFING WORKS

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Waterproofing Works which affect the common property.
2. Each Owner has the right to undertake the following "Waterproofing Works" or "Works", subject to the following conditions and the Owners Corporation's rights –
 - (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot which includes the laying of a new waterproof membrane; and
 - (b) Waterproofing works to the external balconies and courtyards within a lot;
3. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
4. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Works

5. The Owner must notify the Owners Corporation at least 21 days before undertaking the Works and obtain the prior written approval from –
 - (a) the strata committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
6. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
 - (a) plans and drawings;
 - (b) specifications of work;
 - (c) any other documents reasonably required by the Strata Committee.
7. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
8. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the Works

9. In carrying out the works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
 - (e) only undertake works at the times approved by the Strata Committee;
 - (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and

(g) remove all debris resulting from undertaking the works immediately from the building.

10. The Owner must ensure that the Major Renovations shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Works

11. If required, the Owner must deliver to the Strata Committee:

- (a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
- (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

12. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the Works in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.

13. If the Owner removes the Works or any part of the Works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

14. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Works;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works; and
- (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Works.

15. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

16. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works proposed under this by-law.

Breach of By-law

17. The Owners Corporation reserves the right to take action against the Owner to replace the Works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

18. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*

SPECIAL BY-LAW 3. – DEBT RECOVERY

1. This by-law authorises the Owners Corporation to recover as a debt, as well as interest on that debt and all of the expenses in recovering such amounts, all costs incurred by the Owners Corporation in:
 - (a) collecting levy arrears in accordance with section 86(2) of the *Strata Schemes Management Act 2015* ("The Act"); and
 - (b) addressing and remedying the breach of the By-Laws of the Strata Scheme including, but not limited to, site inspections, reports, removal of unauthorised works and installations, restoration of the common property, issuing of notices, the seeking of legal advice before commencing legal action, obtaining legal services, including any legal proceeding to enforce compliance with the By-Laws of the Strata Scheme.
2. "Contribution" means:
 - (a) a contribution recoverable by the Owners Corporation and in connection with the breach or breaches of By-Laws; or
 - (b) the contribution or 'levy' due (jointly or severally) by an Owner, a mortgagee or covenant charge in possession of the lot to the Owners Corporation, in the amount as determined by the Owners Corporation for the purpose of maintaining the administrative fund and the capital works fund of the Strata Scheme.
3. "Excess" means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to common property by an Owner's Appliance or by his or her Occupier's Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.
4. "Expenses" means the reasonable expenses of the Owners Corporation incurred in recovering those amounts (including, but not limited to the costs incurred by the Owners Corporation arising out of access not being provided for the Owners Corporation or its authorised personnel at the notified date).
5. "Interest" means any interest payable on an unpaid contribution.
6. "Legal Services" includes obtaining legal advice and taking legal action, including, but not limited to the legal action to recover any expenses related to the breach of by-law or to the levy arrears collection process.
7. "Levy arrears" means the contribution/s that is not paid at the date specified in the levy notice (which pursuant to Section 83(3) of the Act, is a date at least 30 days after the notice is given) and recoverable by the Owners Corporation under section 86(2) of the Act.
8. "Notice" means a notice requiring compliance with the by-laws under section 146 of the Act or a notice notifying the offender that they are in breach of By-Laws and 'arrears notice fees'.
9. "Occupier" means a person in lawful occupation of a Lot and includes, without limiting the generality of the foregoing, lessees and licensees and invitees who resides in a Lot for more than 3 days per week on average, but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
10. "Owner" means the owner or owners of a residential Lot of this Strata Plan.
11. "Reports" means any professional written report for which any payment may be required, and created for the purpose of assessing the breach or breaches of By-Law and/or its consequences.
12. "Site Inspections" means any attendance at the Strata Scheme by a person authorised by the Owners Corporation for the purpose of:
 - (a) ascertaining one or more breaches of By-Law and to estimate damages and/or costs suffered by the Owners Corporation.
 - (b) carrying out works under section 122 of the Act; and
 - (c) exercising the duties related to the fire safety inspections under section 123 of the Act 13.
13. "Strata Scheme" means this Strata Plan.
14. To the extent of any inconsistency with previous by-laws, this by-law prevails.

No Breaches

15. Every Owner must pay the contribution to the administrative and capital works fund as set and levied by the Owners Corporation, its authorised agents and representative from time to time.
16. Every Owner must comply with the By-Laws of the Strata Scheme and must ensure that neither the Owner nor any Occupier or their Invitees does or permits to happen anything which constitutes or may constitute a breach of the By-Laws.

Recovery

17. Either the Owners Corporation, the Strata Committee or the Managing Agent is authorised to take all steps to recover Expenses, Contributions, Levy arrears, Interests, or any amount due as a debt to the Owners Corporation pursuant to this by-law.
18. In the event that an Owner breaches clause 16 of this by-law (or their Occupier or Invitee breaches clause 16), and:
 - (a) the Managing Agent sends a Notice, the Owners Corporation may recover from that Owner the reasonable cost of the Managing Agent sending that Notice;
 - (b) the Owners Corporation may recover from that Owner:
 - i. any cost the Owners Corporation incurs as a result of that breach; and
 - ii. any amount that the Owner should have paid under a by-law.
 - iii. any expenses (including interests) the Owners Corporation incurred in the recovery process.
19. The Owners Corporation is entitled to recover expenses due under this by-law in either the same action or a separate action from the one in which it seeks to recover:
 - (a) any other amount due under this by-law;
 - (b) any other Contributions or Interest not related to this by-law.
20. Any expense of the Owners Corporation which is recoverable from an Owner pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay that expense.

Expenses

21. Without limiting the generality of clauses 18 and 19, the Owners Corporation shall be entitled to recover from an Owner as an expense:
 - (a) any fees charged or disbursements incurred by the Managing Agent for sending account reminders, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due as a debt by any Owner and preparing and giving evidence in any proceedings for collection of any amount due as a debt by any Owner;
 - (b) any costs relating to the loss of use of a visitor parking space, where the breach relates to visitor car parking;
 - (c) any costs and disbursements of any third party involved as consequence of breach of by-law and for its rectification.
 - (d) the costs and disbursements of any solicitor or agent incurred by the Owners Corporation in the recovery of any amount due on an indemnity basis;
 - (e) the costs of any enquiries made to ascertain the whereabouts of the Owner or made in relation to the Owner, any property of the Owner or anyone associated or reasonably thought to be associated with the Owner; and
 - (f) any goods and services tax payable by the Owners Corporation on any expenses recoverable from an Owner.
22. The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable to pay the expense.

23. Any invoice issued by the Owners Corporation or the Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

Allocation of Moneys

24. Notwithstanding any direction by an Owner to the contrary, the Owners Corporation shall be entitled, in its absolute discretion, to set off any monies received from an Owner against any amount due as a debt by that Owner to the Owners Corporation.

Invoicing

25. The Owners Corporation may issue an invoice to any Owner for any amount due under this by-law. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address.

26. Any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

Interest

27. Any Amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has been issued in relation to that debt, bear simple interest at the rate of 10% per annum until the loss and damage is made good.

28. The Owners Corporation may recover as a debt interest calculated in accordance with clause 27.

Miscellaneous

29. The existence of a payment plan does not limit any right of the owners corporation to take action to recover the amount of unpaid contributions.

SPECIAL BY-LAW 4. – WINDOW SAFETY DEVICES

This by-law is made for the purposes of regulating the ongoing use, operation, maintenance and repair obligations of owners and occupiers in relation to Window Safety Devices installed in Lots in the Scheme.

1. 'Window Safety Devices' means any complying locking or safety devices, including child safety devices as prescribed by section 118 of the *Strata Schemes Management Act 2015* and clause 30 of the *Strata Schemes Management Regulation 2016*, installed within a Lot in the Scheme.

Interpretation

2. In this by-law, unless the context otherwise requires:

- a) the singular includes plural and vice versa;
- b) any terms in the by-law will have the same meaning as those defined in Act;
- c) references to legislation include references to amending and replacing legislation;
- d) if there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of any inconsistency.

Conditions

3. If the Owners Corporation has arranged for the installation of Window Safety Devices to all windows in the Scheme that require Window Safety Devices to be installed, the owners and / or occupiers of those Lots acknowledge that they shall ensure the ongoing proper operation and use of the Window Safety Devices.
4. An owner or occupier who, pursuant to section 118(3) of the *Strata Schemes Management Act 2015*, arranges for or otherwise installs Window Safety Devices in their lot, must:
 - a) give written notice of the installation to the owners corporation within 7 days after completion of the installation ensuring that the safety device is compliant with the requirements under clause 30(3) of the *Strata Schemes Management Regulation 2016* and the Standards under the Building Code of Australia (Deem- to-Satisfy provision D2.24); and

- b) ensure that the Window Safety Devices are installed in a competent and proper manner; and
 - c) repair any damage caused to any part of the common property by the installation or the removal of the Window Safety Devices.
5. The Owner must properly maintain and keep the Window Safety Devices installed within the Lot in a state of good and serviceable repair, and must replace and renew the Window Safety Devices as required from time to time.

Liability and Indemnity

6. The Owner and / or Occupier of a Lot indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the misuse or the removal of the Window Safety Devices, or the failure to properly maintain and repair the Window Safety Devices.

SPECIAL BY-LAW 5. – OCCUPANCY OF LOTS

1. Subject to section 137(2) and (3) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must ensure that the total number of adults residing in a Lot must not exceed twice the number of bedrooms authorised by the relevant development approval.
2. An owner or occupier must:
 - a. ensure that each bedroom in the lot contains no more than:
 - i. two single beds; or
 - ii. one single bunk bed; or
 - iii. one double, queen or king bed.

This clause excludes children's beds, cots and bassinets.
 - b. ensure that the only rooms that are used for sleeping accommodation are bedrooms which have development approval;
 - c. not further divide, screen or partition any bedroom.
3. In the event of an inconsistency between this by-law and any other by-law applicable to the strata scheme, the terms of this by-law shall prevail to the extent of the inconsistency.
4. To the extent that this by-law is inconsistent with any Council order, planning legislation or planning control applicable to the strata scheme, the relevant order, planning legislation or planning control shall prevail to the extent of the inconsistency.
5. Any costs incurred by the owners corporation as a result of a breach of this by-law will be recoverable from the owner or occupier by the Owners Corporation pursuant to the **Recovery of Costs** special by-law.

SPECIAL BY-LAW 6. – PROHIBITION OF SHORT-TERM RENTAL ACCOMMODATION

1. For the purpose of this by-law:
 - 1.1. **"Act"** means the *Strata Schemes Management 2015* (NSW) as amended or replaced from time to time;
 - 1.2. **"Common Property"** means the common property in the Strata Plan;
 - 1.3. **"Costs"** includes all professional and trade costs, fees, expenses and disbursements;
 - 1.4. **"Enforcement Costs"** means the costs arising from or incurred as a result of the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
 - 1.5. **"Committee"** means the strata committee elected by the Owners Corporation from time to time;

- 1.6. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of:
 - 1.6.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
 - 1.6.2 any sum payable by the Owners Corporation by way of increased premiums; and
 - 1.6.3 any costs, loss or damages for which the Owners Corporation is or becomes liable, arising from an Owner's use of their Lot in breach of this by-law.
- 1.7. "Lot" means a lot or any part of a lot in the Strata Plan;
- 1.8. "Owner" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;
- 1.9. "Owners Corporation" means the owners corporation known as The Owners - Strata Plan No 73814
- 1.10. "Principal Place of Residence" of a person means the one place of residence that is, among the one or more places of residence of the person within and outside Australia, the principal place of residence of the person;
- 1.11. "Security Keys" means a key, magnetic card, or other device or information used on the Common Property to:
 - 1.11.1 open and close security gates, doors, or locks; or
 - 1.11.2 operate alarms, security systems, or communication systems.
- 1.12. "Short-Term Rental Accommodation Arrangement" means a commercial arrangement for giving a person the right to occupy a Lot for a period of not more than 3 months at any one time, including but not limited to arrangements made through the use of online services such as Airbnb, Stayz, Gumtree, or similar.
- 1.13. "Statutory Declaration" means a statutory declaration made by an Owner in the form required by the Committee having regard to the contents of this by-law;
- 1.14. "Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time; and
- 1.15. "Strata Plan" means registered strata plan no 73814
2. Where terms in this by-law are not defined, they have the same meaning those terms are attributed under the Act.
3. An Owner is prohibited from using, operating, or directly or indirectly facilitating the use of their Lot for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner's Principal Place of Residence.
4. An Owner is prohibited from advertising their Lot or permitting their Lot to be advertised for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner's Principal Place of Residence.
5. This by-law does not prevent a person using their Lot for a Short-Term Rental Accommodation Arrangement if the Lot is the Principal Place of Residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.

6. If the Committee reasonably believes that an Owner is using, operating, or directly or indirectly facilitating the use of a Lot for a Short-Term Rental Accommodation Arrangement in breach of this by-law, the Owners Corporation, via the Committee or Strata Manager, may:
 - 6.1. request that the Owner provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee, which may include the provision of a Statutory Declaration; and/or
 - 6.2. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner by the NSW Civil and Administrative Tribunal; and/or
 - 6.3. enter upon any part of the Lot to carry out necessary investigation to confirm the Owner's compliance with this by-law; and/or
 - 6.4. refuse to provide additional Security Keys to the Owner or any purported legal occupier; and/or
 - 6.5. take all necessary steps to ensure the security of the Common Property which may include de-activating Security Keys.
7. An Owner in breach of this by-law is responsible for and must promptly repair any damage to any Common Property directly or indirectly caused by the Owner's breach.
8. An Owner in breach of this by-law is responsible for and will bear all Costs and Enforcement Costs arising from or associated with the Owner's breach.
9. Where the Owners Corporation has incurred Costs and/or Enforcement Costs because of an Owner's breach of this by-law, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner in breach, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act. All associated rights of recovery under the Act apply.
10. The Owner Indemnifies and will keep Indemnified the Owners Corporation

SPECIAL BY-LAW 7. – KEEPING OF ANIMALS

1. For the purposes of this by-law:
 - 1.1 "Act" means the *Strata Schemes Management Act 2015* as amended or replaced from time to time;
 - 1.2 "Animal" means any animal, including dogs, cats and birds;
 - 1.3 "Application" means a written application (on a prescribed form available from the Strata Manager) by an Owner to the Owners Corporation in relation to the keeping of an Animal in their Lot;
 - 1.4 "Approval" means the written approval from the Owners Corporation to the Owner in response to their Application, with or without conditions.
 - 1.5 "Approved Animal" means the Animal approved by the Owners Corporation under clause 7;
 - 1.6 "Assistance Animal" means an animal that:
 - 1.6.1 has been accredited under NSW law or has been accredited by an animal training organisation; and
 - 1.6.2 has been trained:
 - 1.6.2.1 to assist a person with a disability to alleviate the effect of the disability; and
 - 1.6.2.2 to meet standards of hygiene and behaviour that are appropriate for an Animal in a public place;
 - 1.7 "Common Property" means the common property in the Strata Plan;

- 1.8 "Costs" means all professional and trade costs/fees/disbursements, as well as any type of loss or damage incurred by the Owners Corporation arising directly or indirectly from the Animal, breach of this by-law and/or associated with the enforcement of this by-law;
 - 1.9 "Committee" means the strata committee of the Owners Corporation;
 - 1.10 "Lot" means a lot in the Strata Plan;
 - 1.11 "Owner" means the registered proprietor or a lawful occupier of a Lot from time to time;
 - 1.12 "Owners Corporation" means the owners corporation known as The Owners – Strata Plan No. 73814
 - 1.13 "Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time;
 - 1.14 "Strata Plan" means registered strata plan number 73814
2. Where any terms used in this by-law are defined in the Act, they will have the same meaning those words are attributed under the Act.
 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
 4. Owners wishing to keep an animal may apply to keep an Approved Animal.
 5. Prior to keeping an Approved Animal on the Lot, the Owner must make an Application.
 6. The Owners Corporation, via the Committee, will consider the Application within 14 days of receipt of the Application and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
 7. Where an Owner chooses to keep fish and the fish tank affects the Common Property in any way, the fish tank must be approved by the Owners Corporation prior to installation and the Owner must produce sufficient information (including information relating to the drainage system, weight, capacity and size of the tank) to enable the Owners Corporation to make a reasonable assessment of the impact of the fish tank on the structural integrity of the Lot and the building. If, in the reasonable opinion of the Owners Corporation, an engineer's report on the structural integrity of the Lot and/or building is required, the relevant Owner must bear the costs for the production of the report by an engineer nominated by the Owners Corporation.
 8. The Approval will not be unreasonably withheld.
 9. If an Owner requires an Assistance Animal, they are required to provide the Owners Corporation with a letter from the relevant prescribed animal training organisation, or evidence that the Assistance Animal is accredited under NSW law.
 10. Owners keeping an Approved Animal (including Assistance Animals) within their Lot are subject to the following conditions:
 - 10.1 Owners must keep their Approved Animal within the Lot;
 - 10.2 When on the Common Property, Owners must ensure that their Approved Animal is properly restrained and contained at all times;
 - 10.3 Owners must ensure that the Approved Animal does not cause any damage to a Lot or the Common Property;
 - 10.4 Owners must ensure that the Approved Animal does not create noise which continually disturbs other Owners' peaceful enjoyment of their property. In the event of continual disruption by an Animal, the Owners Corporation may request the Owner of the Animal to remove the Animal from the Lot and/or Common Property;
 - 10.5 In the event an Approved Animal causes harm (physical or otherwise) to any person on the Common Property or within a Lot, the Owners Corporation may direct the Owner of the Approved Animal to remove the Approved Animal from the Lot and/or Common Property;

- 10.6 Owners are responsible for the cleaning and the expense of cleaning of all areas within the Lot and/or Common Property, should such cleaning be required as a consequence of the Approved Animal's presence;
- 10.7 Owners will not make a claim upon the Owners Corporation's insurance in respect of anything arising from the keeping of the Approved Animal;
- 10.8 Owners must maintain the health and hygiene of the Approved Animal so as to prevent the spread of communicable diseases to other Approved Animals and people in the building;
- 10.9 Owners must indemnify the Owners Corporation for any costs associated with the keeping of the Approved Animal. Such costs include all actions, proceedings, demands, costs, expenses and damages which may be incurred by, brought or made against the Owners Corporation.
- 11. The Owners Corporation may withdraw its Approval to the keeping of an Approved Animal under this by-law at any time, if the Approved Animal is or becomes vicious, noisy, offensive or a nuisance. By way of illustration, an Approved Animal may be determined by the Owners Corporation to be a nuisance if it regularly and loudly barks and/or yelps so as to interfere with any other Owner's quiet enjoyment of their Lot and/or use of Common Property.
- 12. Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner in respect of a breach of any of the provisions of this by-law.
- 13. A further breach under this by-law after a notice as referred to in clause 14 has been served on an Owner will entitle the Owners Corporation to require the immediate removal of the Approved Animal from the building.
- 14. If the Owners Corporation withdraws its Approval to keep an Approved Animal, the Owner must remove the Approved Animal immediately from the Lot and keep the Approved Animal away from the Lot and Common Property.
- 15. Owners are responsible for all Costs.
- 16. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
- 17. Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.



The seal of The Owners-Strata Plan No 73814 was affixed on 4-3-22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): [Handwritten Signature]

Name(s) [use block letters]: ALAN HUNTER

Authority: STRATA MANAGER

Approved Form 10


Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 73814 was affixed on ^ 3-3-22 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: ALAN HUNTER Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 73814 was affixed on [^] 4/3/22 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Acan Hunzler Authority: Strata Manager

Signature: Name: Authority:

[^] Insert appropriate date





CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11008127
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Strata Plan No. 73814 2-4 Lake Street, Budgewoi, NSW, 2262
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/09/2025 Expiry Date: 4:00pm on 30/09/2026
INTERMEDIARY	Body Corporate Brokers
ADDRESS	PO Box 20288, World Square, NSW, 2002
DATE OF ISSUE	23/09/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$7,430,850
		Common Area Contents	\$74,309
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$1,114,628
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$1,114,628
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

O.S. = OPEN SPACE

CP = COMMON PROPERTY

NOTE: THE STRATUM OF THE OPEN SPACE EXTENDS FROM 3 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR LEVEL OF THE RESPECTIVE UNIT EXCEPTING WHERE THE OPEN SPACE IS COVERED THE UPPER SPACE STRATUM SHALL EXTEND TO THE UNDERSIDE OF THAT COVERING

NOTE: STAIRS, TAMBUR DECK OR CONCRETE PATIOS WITHIN THE OPEN SPACE AREA FORM PART OF THE OPEN SPACE

P = PORCH

NOTE: THE STRATUM OF THE PORCH AREAS IS LIMITED IN HEIGHT BY THE UNDERSIDE OF COVERING OVER THE PORCH & LIMITED IN DEPTH TO THE UPPER SURFACE OF THE TILE FLOORING

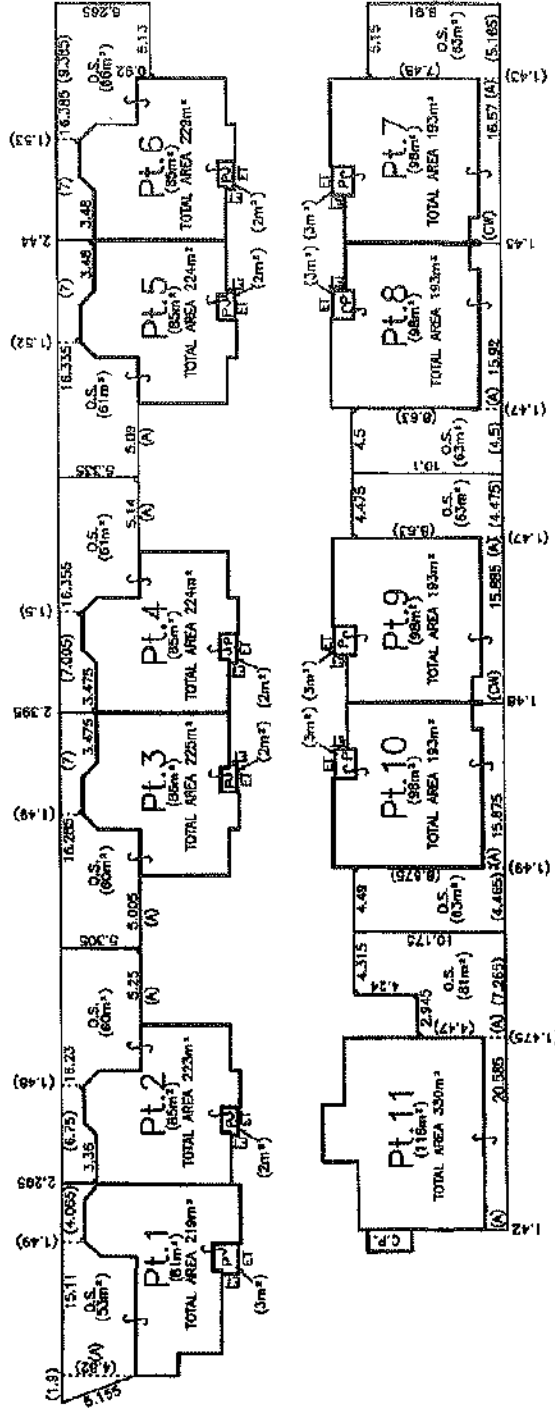
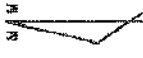
(CW) CENTRELINE OF WALL

(A) THE LINE CREATED BY THE PROJECTION OF THE FACE OF THE WALL

ET = EDGE OF TILES

└ DENOTES 90°

SP73814



GROUND FLOOR

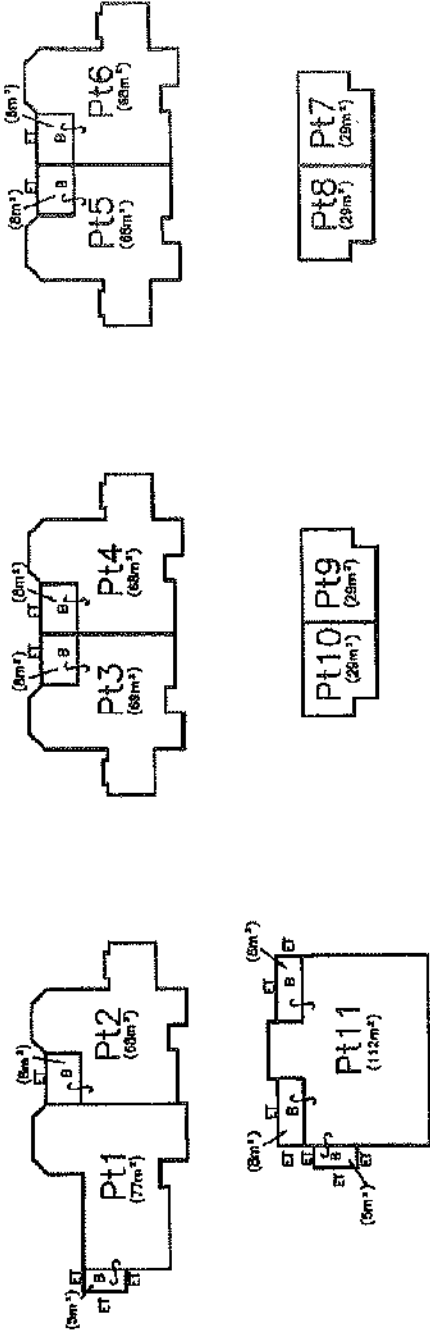
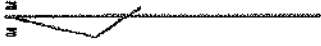
Lengths are in metres

Reduction Ratio 1:500

M. R. P. P. P.
 Registered Surveyor
 -General Manager/Authorized Person
 SURVEYORS REFERENCE: 87188

SP73814

*OFFICE USE ONLY



FIRST FLOOR

B = BALCONY

NOTE: THE STRUTTING OF THE BALCONY AREAS IS LIMITED IN HEIGHT BY THE UNDERSIDE OF CONCRETE OVER THE BALCONY AND LIMITED IN DEPTH TO THE UPPER SURFACE OF THE TILE FLOORING

ET = EDGE OF TILES

Reduction Ratio 1:300 Lengths are in metres

Mark Bell
 Registered Surveyor
 General Members/Authorized Person

SURVEYORS REFERENCE: 87188



INSURANCE VALUATION OF STRATA DEVELOPMENT

Known as

**2 - 4 LAKE STREET
BUDGEWOI NSW 2262
STRATA PLAN NO: 73814**



Valuation under instruction from

**ATTENTION: ALAN HUNTER
TOWNHOUSE STRATA MANAGEMENT
38 OCEAN VIEW PARADE
CAVES BEACH NSW 2281**

Suite 3, 29 Smith Street, Charlestown NSW 2290
Ph: 02 4927 0388 - Email: admin@skeltonvaluers.com.au
Website: www.skeltonvaluers.com.au
ABN: 48 652 241 962

"Liability limited by a scheme approved under Professional Standards Legislation."

1. Executive Summary

Property Summary

2 – 4 Lake Street, Budgewoi NSW 2262

Property Type

Strata title residential development

Brief Description

Residential development comprising 11 x two storey townhouse style dwellings, each incorporating lock up garaging under main roof.

There is currently uncertainty with building costs resulting from a shortage of available trades and building material supply issues. Refer comments section of this report.

Site Area

2,807 m²

Zoning

R1 General Residential / Central Coast Local Environmental Plan 2022

Title Details

Lots 1 – 11 (inclusive) in Strata Plan of Subdivision 73814

Date of Valuation

17 April 2024

Date of Report

18 April 2024

Purpose of Report

To provide an Insurance Valuation under the provisions of the Strata Schemes Management Act, 2015.

Valuation

\$6,740,000

(SIX MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS)



Nick Cesta – AAPI (CPV)
Senior Valuer

Note: This Executive Summary forms part of the attached report document and must be read in the context of the full report. All comments and qualifications contained in the attached report relate directly to the above summary.

2. Instructions

Instructing Party	Alan Hunter, Townhouse Strata Management
Purpose of Report	To provide an Insurance Valuation under the provisions of the Strata Schemes Management Act, 2015.
Inspection Date	17 April 2024

3. Valuation Premise

The Certificate of Valuation has been made in accordance with the Strata Schemes Management Act 2015 – Section 161.

(1) General requirements

The damage policy for a building must be with an approved insurer, be in the name of the owners corporation, and any other person required to insure under section 160 and provide for the following:

- (a) the building is to be insured for at least the amount determined in accordance with the regulations,
 - (b) if the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replacement building is not worse or less extensive than that part when new,
 - (c) if the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new,
 - (d) expenses incurred in removing debris are payable,
 - (e) the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration is payable.
- (2) Limited sum liability - Instead of providing for work and payments being made if a building is destroyed or damaged, the damage policy may limit the liability of the insurer in that event to an amount specified in the policy. The amount must not be less than an amount calculated in accordance with the regulations.
- (3) Parts of building to be covered - The parts of a building to be covered by a damage policy include the following:
 - (a) owners' improvements and owners' fixtures forming part of the building,
 - (b) a building consisting entirely of common property,
 - (c) anything prescribed by the regulations as forming part of a building for the purposes of this section.
- (4) Parts of building not required to be covered - The following parts of a building are not required to be covered by a damage policy:
 - (a) fixtures removable by a tenant at the expiration of a tenancy,
 - (b) owners' improvements and fixtures comprising paint, wallpaper and temporary wall, floor and ceiling coverings,
 - (c) anything prescribed by the regulations as not forming part of a building for the purposes of this section.

Under the Strata Schemes Management Regulation 2016 (NSW), the manner of calculation of insurance limit under damage policy:-

- (1) For the purposes of section 161 (1) (a) of the Act, the minimum amount for which a building is to be insured is to be not less than the amount calculated in accordance with sub-clause 2.
- (2) For the purposes of section 161 (2) of the Act, the amount to which the liability of an insurer may be limited under a damage policy is to be calculated by adding together the following amounts:-
 - (a) The estimated cost, as at the date of commencement of the damage policy, of:
 - (i) carrying out the work that a damage policy is required to provide for under section 161 of the Act, and
 - (ii) Making the payments that a damage policy is required to provide for under section 161 of the Act,
 - (b) The estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 24 months following the date of commencement of the damage policy.

The amounts referred to in subclause 2 (a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).

4. Location

The subject property is located on the eastern side of Lake Street between the intersections of Weemala Street and Ocean Street at Budgewoi.



5. Land

Slightly irregular shaped relatively level allotment having easy access for off street parking.

Site Area	2,807 m ²
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No survey has been made. Valuation is reported without regard to questions of title, boundaries, encumbrances and encroachments.



6. Title Details

Lots 1 – 11 (inclusive)	Strata Plan 73814
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7. Zoning Information

Planning Scheme	Central Coast Local Environmental Plan 2022
Zone	R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

A Certificate under Section 149 of the Environmental Planning and Assessment Act, 1979 has not been sighted by the Valuer.

8. Services

Electricity, water and sewer are connected to the subject property. The street frontage is tar sealed with concrete kerbing and guttering.

9. Improvements

Erected upon the land and constructed in 2004 is a residential development comprising 11 x two storey townhouse style dwellings each incorporating lockup garaging under main roof. Units 1 - 10 are semi-detached with Lot 11 being freestanding.

Construction:

External Walls	Rendered masonry / part blueboard to upper level	Internal Walls	Plasterboard
Flooring	Concrete to ground / timber to upper floor	Windows	Aluminium framed
Roof	Concrete tile	Fixtures & Fittings	Average standard inclusions

Accommodation:

The development provides: 5 x 2 bedroom, 5 x 3 bedroom and 1 x 4 bedroom townhouse style dwellings. The accommodation and layout is as per the attached plans.

PC Items

Unit 1 was internally inspected and provides: 1 ½ stainless steel sink, ceramic cooktop, wall oven, dishwasher, rangehood, split system air conditioner, laundry tub, shower recesses, 2 vanity units, 2 low down suites, hot water service, bar area sink, automatic garage door.

10. Ground Improvements

The property provides established ground improvements including concrete driveway and walkways; colorbond and rendered masonry / metal fencing; landscaped garden areas bollard lighting.

11. Insurable Value

I am of the opinion that the undermentioned values would represent a fair and reasonable estimate of valuation having regard to the purpose for which this valuation was made.

1.	Improvements as described in this report & Ground Improvements including fencing, paving, landscaping, retaining walls, site drainage.	\$5,060,000
2.	Demolition / removal of building debris and allowance for fees including architects, engineering, survey, Council fees, nominal allowance for Legal costs in the event of a major insurable claim.	\$955,000
3.	Estimated increase in costs for the next 24 months.	\$725,000
4.	Total.	\$6,740,000
(SIX MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS)		

Note: The above valuation has been solely prepared for the use of Alan Hunter, Townhouse Strata Management and the Owners Corporation for Insurance purposes, no responsibility is accepted on behalf of any third party.

12. General Remarks

The sum insured in this valuation is made on the basis that all units are of a similar standard of finish to Unit 1 which was internally inspected. The values set out in this report do not include the values of any structure or fixtures made after the registration of the Strata Plan.

A special allowance has been nominated within the values assigned as an estimate for possible legal fees which may be incurred as a result of a major insurable event. This figure has been assessed on the basis of assuming total co-operation between all members of the Owners Corporation in the case of an insurance claim and does not include an amount for litigation between any of the parties associated within the strata scheme.

The costings have been calculated to include the GST. Construction costs are based on current building rates and do not include any allowance for increases that may occur in the event of a major disaster which results in a shortage of trades and increased costings. The valuer should be notified in writing if additional clarification is required relative to information noted within this report. It is understood Insurance Coverage for catastrophic events is available and it is recommended this additional coverage be taken out by the Owners Corporation over and above the figures allowed for in this report.

This valuation has been prepared on behalf of the instructing party. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve our right to withhold consent or to review the contents of this report in the event that consent is sought. The valuation assumes that all improvements have been constructed in accordance with the appropriate planning and building regulations in force at the time of construction, and that all appropriate approvals have been obtained from the relevant authorities.

The valuer has not been provided with a copy of the Insurance Policy and is not aware of any exclusions or special conditions that may impact of the items to be included. Any parties relying on this report should confirm that the items included are covered in the policy.

There have been reported increases in building costs resulting from the Covid-19 Government Stimulus to the building industry and shortage of building materials and availability of trades and this valuation is therefore reported on the basis of 'significant valuation uncertainty'. We have allowed a contingency for potential cost increases in the assessed value however due to the uncertainty of future cost increases it is strongly recommended the insurance amount be reviewed on a regular basis to confirm the extent of cost increases. It is still not known if the increases will be a short term event or continue into the future. It may be prudent to review the valuation after a period of 12 months to determine the extent of current cost increases.

This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

Valuation Date: 17 April 2024

Valuer: Nick Cesta – Senior Valuer

Qualifications: AAPI (CPV) - 67414

Signature:



Schedule 1 - Strata Plan 738147

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 1

STRATA CERTIFICATE

Name of Applicant: **T. GIBSON**

These plans are the proposals of the Applicant for the development of the land shown on the plans and are subject to the provisions of the Strata Schemes (Financial Development) Act 2003 and the Strata Schemes (Financial Development) Regulations 2004. The Applicant has obtained the approval of the proposed plans from the Registrar-General of Land.

The Registrar-General is satisfied that the plan is consistent with the development consent in force, and that all conditions of the development consent that the owner is required to be complied with before a strata certificate may be issued, have been complied with.

The Registrar-General is satisfied that the plan is consistent with any applicable conditions of any development consent in force that apply to the land.

The Registrar-General is satisfied that the plan is consistent with the provisions of the Strata Schemes (Financial Development) Act 2003 and the Strata Schemes (Financial Development) Regulations 2004.

Date: **21/08/04**

Subdivision No: **223104**

Applicant No: **132716**

Development Consent No: **172/04**

Issued by: **MARK ANTHONY ROLLS**

Registered Surveyor

Completed, or valid if applicable.

SURVEYOR'S CERTIFICATE

I, **MARK ANTHONY ROLLS** (No. 1932) of **ROLLS & ASSOCIATES SURVEYORS** (P.O. BOX 487 TORRALTA N.S.W. 2263) a surveyor registered under the Surveyors Act 1992 hereby certify that:

(1) I am a registered surveyor under the Surveyors Act 1992.

(2) I am a registered surveyor under the Surveyors Act 1992.

(3) I am a registered surveyor under the Surveyors Act 1992.

Date: **19th AUGUST 2004**

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS.

Residential Model By-laws adopted for this scheme: **Keeping of Animals: Option B**

Subordinate of By-laws in sheets filed with plan: **No. 2-4-4**

By-laws not adopted: **None**

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1073360

LGA: **WYONG** Suburb/Locality: **BUDGEWOI**

Parish: **WALLARAH** County: **NORTHRUMBERLAND**

Office Use Only:

SP73814

Registered: **27 10 2004**

Purpose: **STRATA PLAN**

Ref. Map: **4520-9**

Lot Plan: **D.P. 1073360**

Name of, and address for services of, the person responsible for the original plans only:

THE OWNERS
STRATA PLAN No. 73814
2-4 LAKE STREET
BUDGEWOI N.S.W. 2262

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

VINTAGE INVESTMENTS JOHN ANDREW DIMITROV

JOHN ANDREW

BALINDON ANDREW

KEVIN GRANFIELD

VINTAGE INVESTMENTS KEVIN GRANFIELD DIRECTOR.

BANK

AA 787431

Mortgage under Mortgage No. 5740707

Signed in Sydney this 14th day of

CAROLYN 2104 for National

Australia Bank Limited ABN 52 004 044 807

By **Caroline Marie WHITE** Solicitor

and her Attorney under Power of Attorney

No. 541 Torralta NSW

Whereas Bank Officer **Caroline Marie White**

202 George Street, Sydney NSW

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT
1	9
2	9
3	9
4	9
5	9
6	9
7	9
8	9
9	9
10	9
11	10
TOTAL	100

SURVEYOR'S REFERENCE: 87188

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 2

SP73814

D.P. 758175

SECTION 2

D.P. 1022227

"No. 2-4"

S.P. 17200

Reduction Ratio 1:300

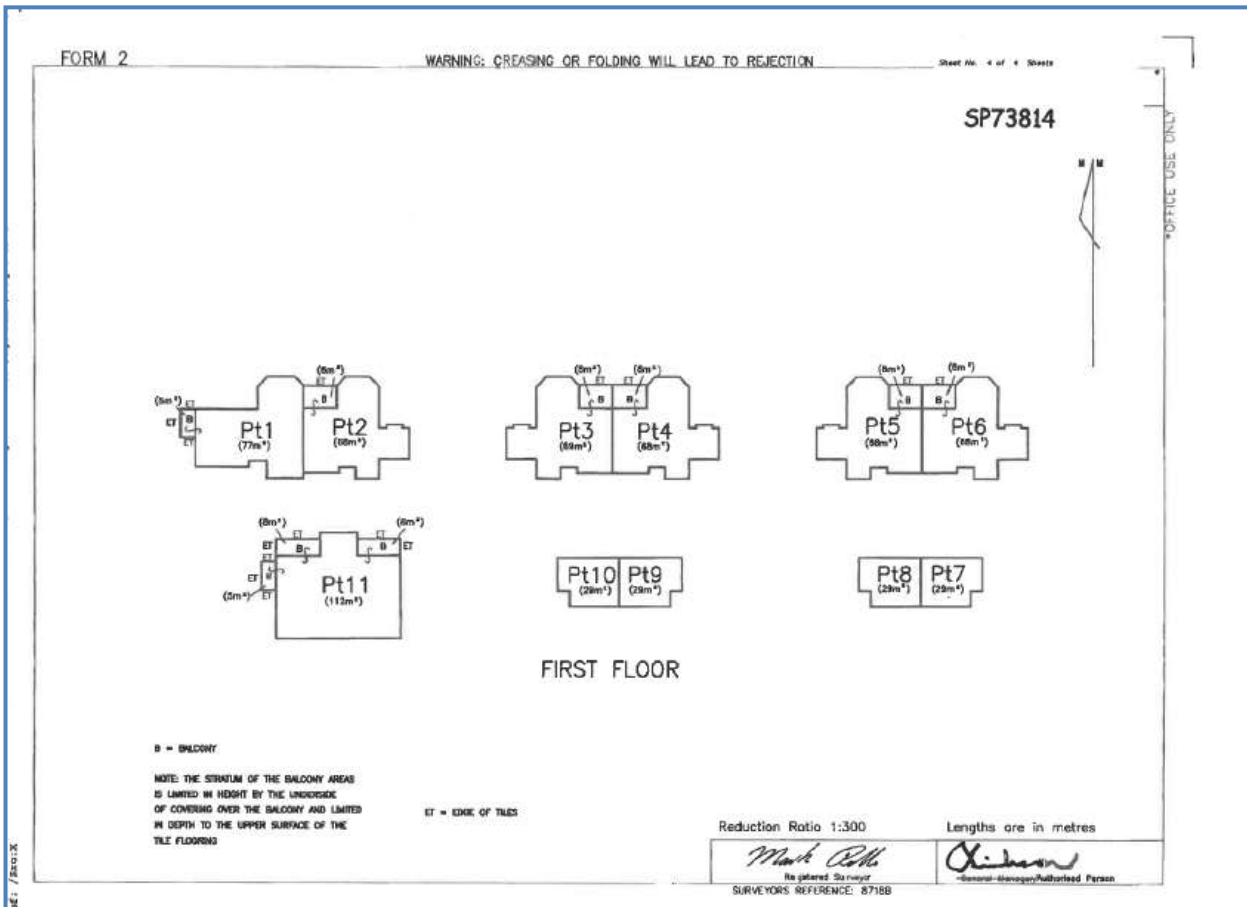
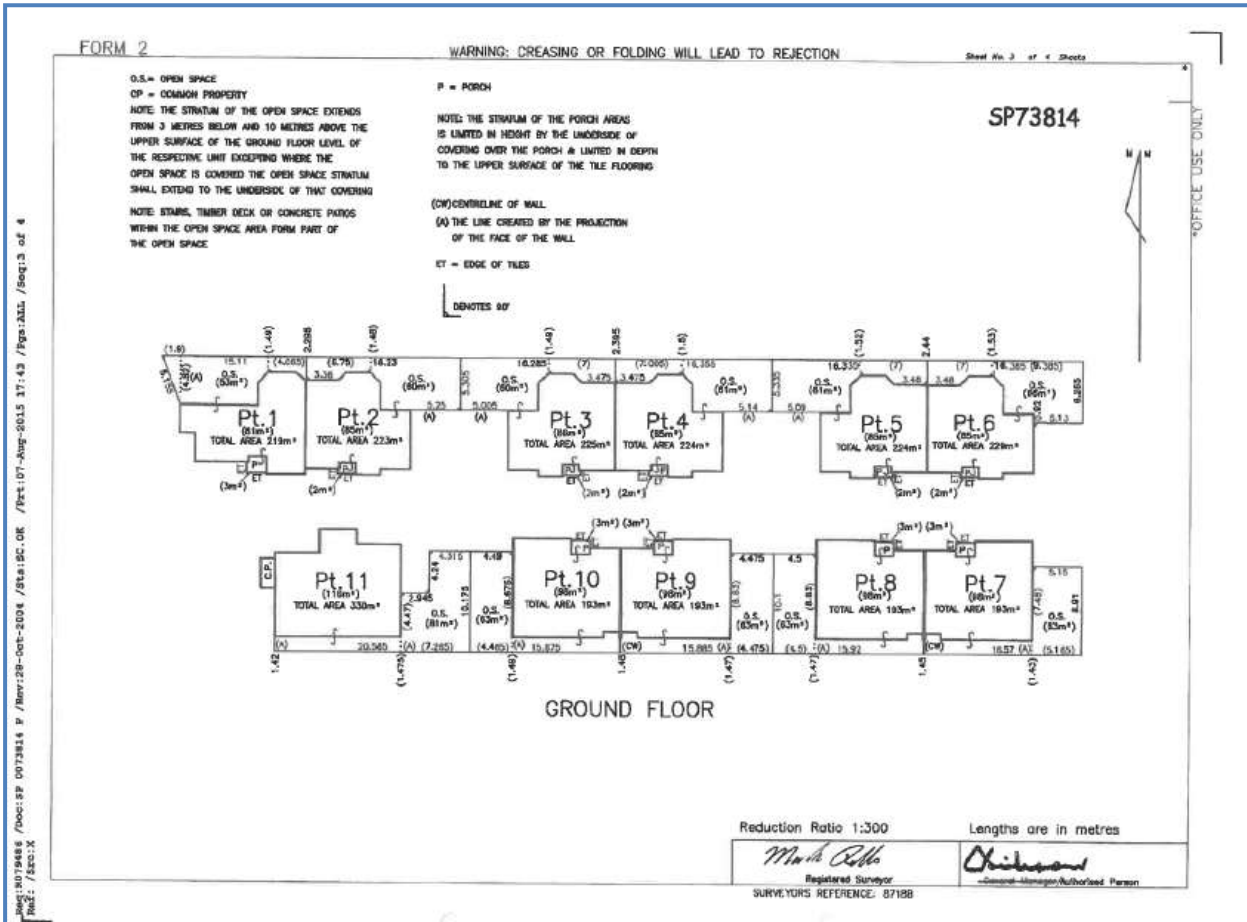
Lengths are in metres

Mark Rolles
Registered Surveyor

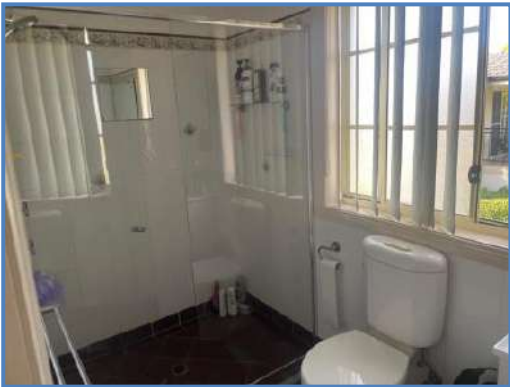
Dimitrov
Additional Person/General Manager/Accredited Certifier

SURVEYORS REFERENCE: 87188

Diagram showing floor plan details for Section 2, including unit layouts, walls, balconies, and porches. Dimensions are provided for various walls and spaces. The plan is titled "No. 2-4" and is associated with S.P. 17200. A legend defines symbols: B = BALCONY, P = PORCH, O.S. = OPEN SPACE, (A) = PROJECTION OF THE LINE OF THE FACE OF WALL. A north arrow is present in the top right corner.



Schedule 2 – Photographs





Schedule 3 – Floor Plans

VILLA 9 TYPICAL SECTION

TOWNHOUSE 4

SITE PLAN

FRONT FENCE ELEVATION

SEDIMENT FENCE

SITE CALCULATIONS

LOT NO.	TOTAL AREA (SQ M)	COVERED AREA (SQ M)	PERCENT COVERED	PERMITTED COVERED AREA (SQ M)	PERMITTED COVERED PERCENTAGE	PERMITTED COVERED PERCENTAGE
1	3	24	80	12	2	400 SQ M
2	3	33	248	2	2	400 SQ M
3	3	33	343	2	2	400 SQ M
4	3	33	298	2	2	400 SQ M
5	3	33	298	2	2	400 SQ M
6	3	33	248	2	2	400 SQ M
7	4	33	80	12	12	400 SQ M
8	2	24	80	12	12	400 SQ M
9	2	24	80	12	12	400 SQ M
10	2	24	80	12	12	400 SQ M
11	2	24	80	12	12	400 SQ M
12	2	24	80	12	12	400 SQ M
13	4	44	33	2	2	400 SQ M
TOTAL	32	321	800			

REGENCY DESIGN CENTRE

PROPOSED HOUSING DEVELOPMENT
AT: NO. 2-4 LAKE STREET
BUDGEWOI

DATE: 11/01/20
DRAWN BY: B. S. J. ANDREW, K. GRANFIELD & VINTAGE INVESTMENTS P/L

SCALE: 1:100
SHEET NO: 6071
DATE: 11/01/20
DRAWN BY: B. S. J. ANDREW, K. GRANFIELD & VINTAGE INVESTMENTS P/L

2 BED TOWNHOUSE 1 FIRST FLOOR PLAN

3 BED TOWNHOUSE 2 FIRST FLOOR PLAN

2 BED TOWNHOUSE 1 GROUND FLOOR PLAN

3 BED TOWNHOUSE 2 GROUND FLOOR PLAN

SOUTH ELEVATION TOWNHOUSE 1

TOWNHOUSE 2

NORTH ELEVATION TOWNHOUSE 2

TOWNHOUSE 1

EAST ELEVATION TOWNHOUSE 2

WEST ELEVATION FROM LAKE STREET

REGENCY DESIGN CENTRE

PROPOSED HOUSING DEVELOPMENT
AT: NO. 2-4 LAKE STREET
BUDGEWOI

DATE: 11/01/20
DRAWN BY: B. S. J. ANDREW, K. GRANFIELD & VINTAGE INVESTMENTS P/L

SCALE: 1:100
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