



# Strata Report

4/22 Mahogany Drive  
Byron Bay

## Agents

Will Phillips  
0488 508 111

Peter Randall  
0423 216 070

# McGrath

# STRATA REPORT

<b>VENDOR</b>	<b>NAME</b>	William Silverman
<b>PROPERTY</b>	<b>ADDRESS</b> <b>BUILDING NAME</b> <b>LOT &amp; PLAN</b>	4/22 Mahogany Drive BYRON BAY Vue Lot 4 Strata Plan 75807
<b>REPORT</b>	<b>INSPECTION DATE</b> <b>REPORT DATE</b>	23 April 2024 23 April 2024



# STRATA REPORT

## (INDEX)

<b>VENDOR</b>	<b>NAME</b>	William Silverman
<b>PROPERTY</b>	<b>ADDRESS</b>	4/22 Mahogany Drive BYRON BAY
	<b>BUILDING NAME</b>	Vue
	<b>LOT &amp; PLAN</b>	Lot 4 Strata Plan 75807

Page/s	Document
1	Cover Page
2	Title Page
3	Table of Contents
4	List of Attachments
5-15	STRATA REPORT
16-18	Financials – Owners Corp 1/9/2021 to 31/8/2022
19-21	Financials – Owners Corp 1/9/2022 to 31/8/2023
22-24	Financials – Owners Corp 1/9/2023 to 23/4/2024
25-46	By-Laws – Dealing AT262019
47-53	Minutes – 2021
54-57	Minutes – 2022
58-63	Minutes – 2023
64-76	Report – Capital Works Fund
77-95	Report – Termite – Lot 4
96-113	Report – Termite – Common Property
114-115	Insurance – Certificate of Currency

## CONTENTS

<b>ATTACHMENTS</b> .....	4
<b>STRATA DETAILS</b> .....	5
<b>STRATA MANAGING AGENT</b> .....	5
<b>STRATA ROLL</b> .....	5
<b>STRATA COMMITTEE</b> .....	5
<b>FINANCIAL DETAILS</b> .....	6
<b>LEVY CONTRIBUTIONS - LOT OWNER</b> .....	6
<b>LEVY CONTRIBUTIONS - OWNERS CORPORATION</b> .....	6
<b>EXPENSES</b> .....	7
<b>BUILDING INFORMATION</b> .....	8
<b>PROPERTY DETAILS</b> .....	8
<b>REPAIRS &amp; MAINTENANCE</b> .....	9
<b>CAPITAL WORKS FUND PLAN</b> .....	9
<b>BY-LAWS</b> .....	9
<b>MINUTES OF MEETINGS</b> .....	10
<b>INSURANCE INFORMATION</b> .....	11
<b>REPORTS &amp; COMPLIANCE</b> .....	12
<b>Asbestos</b> .....	12
<b>Auditor's Report</b> .....	12
<b>Backflow Prevention Report</b> .....	12
<b>Building Defects Report</b> .....	12
<b>Capital Works Fund Report</b> .....	13
<b>Combustible Cladding</b> .....	13
<b>Fire Safety</b> .....	13
<b>Income Tax</b> .....	13
<b>Insurance Valuation Report</b> .....	13
<b>Management Records</b> .....	14
<b>Strata Hub</b> .....	14
<b>Swimming Pools and/or Spas</b> .....	14
<b>Termite Report</b> .....	14
<b>Window Safety Devices</b> .....	14
<b>Work Health &amp; Safety Report</b> .....	15
<b>REPORT NOTES</b> .....	15

## ATTACHMENTS

Financial Records of the Owners Corporation

By-Laws

Minutes of Meetings for 2021, 2022, 2023

Capital Works Fund Report (extract) of Body Corporate & Strata Reporting dated 26 October 2018

Termite / Pest Report of All Pest Solutions:

- Lot 4 dated 6 September 2023
- Common Property dated 27 November 2023

Insurance – Certificate of Currency

# STRATA DETAILS

## STRATA MANAGING AGENT

Strata Managing Agents are involved in the day to day operation and management of a property and are appointed for a maximum term of 3 years.

Strata Managing Agent	Strata North 5/317 River Street BALLINA T: 02 6681 4944
Details of appointment	Commencing 28/5/2023 for 28 months

## STRATA ROLL

Strata Schemes must keep a Strata Roll. These include details of the original owner, subsequent owners and the name, address and date of purchase of the current owner and if any third party has an interest in the property and if the property is tenanted.

Original Owner's Name	Nil noted
Current Owner's Name	William Silverman
Date of Purchase	2021
Third Party Interest	Nil noted

## STRATA COMMITTEE

Strata Committees are elected at each Annual General Meeting and consist of between 3-9 people. They liaise with the Strata Managing Agent regarding the day to day operation and management of a property.

Building Management Committees are elected at each Annual General Meeting. A BMC is used when different usage types occupy the same building, ie residential, commercial, retail, etc. The main purpose of a BMC is to manage the shared infrastructure.

Strata Committee Members as voted at the Annual General Meeting held 25 October 2023	Chairperson Secretary Treasurer	R Matthews-Frederick R Hackett J Crane
Ordinary Members	A Harris	
Decision Making Powers	In accordance with s36 of the Strata Schemes Management Act 2015	
Building Management Committee	Not applicable to this scheme	

## FINANCIAL DETAILS

### LEVY CONTRIBUTIONS - LOT OWNER

Levies are a fee paid by all lot owners in a scheme to cover any projected costs and expenses. They are calculated at the Annual General Meeting by the owners corporation.

Current Levy Period	1/2/2024 to 30/4/2024 – Paid	
	Administrative Fund	\$ 3,535.75
	Capital Works Fund	\$ 942.90
Next Levy Period	1/5/2024 to 31/7/2024 – Unpaid	
	Administrative Fund	\$ 3,535.75
	Capital Works Fund	\$ 942.90
Does a discount apply	No	
Levies for this Lot per Unit Entitlement (approx.)	\$17,915 per annum	\$345 per week

### LEVY CONTRIBUTIONS - OWNERS CORPORATION

**Administrative Fund** is for the day to day expenses including maintaining the common property, providing for insurance and other expenses such as electricity, water, carpet cleaning.

**Capital Works Fund** is for services such as painting the common property, acquiring personal property for the scheme, renewing fixtures and fittings for the common property and to replace or repair the common property.

**Special Levies** are raised when there are insufficient funds to cover large maintenance repairs or works.

**Current Balances** of the Administrative Fund and Capital Works Fund are obtained from the Balance Sheet provided by the Strata Manager at the time of inspection.

Financial Period	1 September to 31 August in each year	
Approx balance of the Administrative Fund	\$ 22,213.45	DEBIT
Approx balance of the Capital Works Fund	\$ 59,985.09	CREDIT
Nett balance of Funds	\$ 37,771.64	CREDIT
Budget as detailed in the 2024 AGM Minutes	Administrative Fund Capital Works Fund	To be determined at the AGM to be held in approx October 2024
Budget as detailed in the 2023 AGM Minutes	Administrative Fund Capital Works Fund	\$ 99,000.00 \$ 26,400.00

Budget as detailed in the 2022 AGM Minutes	Administrative Fund	\$ 62,700.00
	Capital Works Fund	\$ 47,300.00
Budget as detailed in the 2021 AGM Minutes	Administrative Fund	\$ 79,200.00
	Capital Works Fund	\$ 11,000.00

Special Levies	There were no proposed special levies noted in the records.
----------------	---

## EXPENSES

<b>ADMINISTRATIVE FUND – EVERY DAY EXPENSES</b>			
PERIOD	1/9/21 to 31/8/22 12 months	1/9/22 to 31/8/23 12 months	1/9/23 to 23/4/24 7.75 months
<i>Balance at end of period</i>	33,070	7,651	-22,214
Strata Manager – Management Fees	3,491	3,666	2,521
Insurance Premium	18,251	26,756	27,257
Caretaker	8,100	8,100	5,400
Maintenance – Fire Safety	690	2,790	818
Maintenance – Garbage Bins/Bags	2,742	2,745	1,846
Maintenance – General	0	7,689	0
Maintenance – General Repairs	2,788	2,081	2,765
Maintenance – Grounds	5,030	0	4,868
Maintenance – Pest Control	1,546	1,728	1,728
Maintenance – Recreation Facilities	24,669	16,681	20,715
Maintenance – Sewerage Plant	113	0	0
Maintenance – Pool	0	0	0
Utilities – Council Rates	653	751	404
Utilities – Electricity	0	2,293	1,233
Utilities – Gas	1,17	1,093	509
Utilities – Rubbish Removal	1,099	1,255	922
Utilities – Water Usage	81	0	77

<b>CAPITAL WORKS FUND – MINOR &amp; MAJOR WORKS</b>			
PERIOD	1/9/21 to 31/8/22 12 months	1/9/22 to 31/8/23 12 months	1/9/23 to 23/4/24 7.75 months
<i>Balance at end of period</i>	<b>79,041</b>	<b>57,620</b>	<b>59,986</b>
Electrical	0	48,000	0
Fire Safety	0	0	3,899
General Repairs	8,732	9,783	5,886
Grounds – Landscaping	0	1,073	0
Grounds – Tree Lopping / Removal	0	5,700	0
Painting	800	0	0

## BUILDING INFORMATION

### PROPERTY DETAILS

Known as Lot / Known as Unit	Lot 4	Unit 4
Number of Lots / Number of Units	Lots 7	Units 7
Unit entitlement of subject Lot / UE total	10/70	
Date of registration of Strata Plan	17/10/2005	
Electricity	Electricity to the common property is paid by the Owners Corporation from the Administrative Fund.	
Gas	Gas to the common property is paid by the Owners Corporation from the Administrative Fund.	
Water Usage	Water usage to the common property is paid by the Owners Corporation from the Administrative Fund.	
Initial Period	The Initial Period commences the day the strata plan is registered and ends when one-third of the unit entitlement have been sold. The initial period has expired.	

## REPAIRS & MAINTENANCE

New Rules regarding Proposed Expenditure	All strata schemes are required to obtain at least two independent quotes for proposed expenditure over \$30,000.
Common Property Maintenance	The records indicate that the Owners Corporation undertakes common property maintenance as required.
Plumbing / Water Penetration problems	The records indicate that the Owners Corporation undertakes repairs and maintenance as required.
Termite / Pest Treatment	The records indicate that the Owners Corporation undertakes regular termite / pest treatment.

## CAPITAL WORKS FUND PLAN

The owners corporation is required to prepare a 10 year Capital Works Fund Plan which must be reviewed every 5 years. The Capital Works Fund Report outlines recommended balances, levies and future expenditure for the property.				
Capital Works Fund Report available	Yes, dated 2018, extract attached			
Capital Works Fund Levies	The levies currently raise \$26,400 per annum. The Plan recommends \$24,855 should be raised.			
Projected Expenditure	2024 \$17,548	2025 \$7,505	2026 \$37,248	2027 \$14,066

## BY-LAWS

By-Laws are rules that owners, tenants and visitors must follow. They cover the behaviour of residents and the use of common property. Owners Corporations can choose their own by-laws or adopt 'model' by-laws contained in the legislation.	
Date of registration of current By-Laws	14/8/2023 – Dealing AT262019
Details of Animals By-Law	Refer By-Law 7 - prior written approval must be obtained from the owners corporation to keep a small pet (weighing under 7kg) on the lot.
Details of Exclusive Use By-Law	Nil noted
Details of Short Term and Holiday Letting	Nil noted
Details of By-Law Breaches / Disputes	Breaches noted in the records: <ul style="list-style-type: none"> <li>Smoking</li> </ul>

## MINUTES OF MEETINGS

An Annual General Meeting (AGM) must be held yearly with a Strata Committee Meeting (SCM) normally being held straight after the AGM. A SCM can be held as often as committee members feel necessary. Accurate records must be kept of all meetings.

- Minutes for 2021, 2022 and 2023 are attached.
- The next AGM is to be held in approx October 2024. The Notice of the AGM discloses Motions to be voted on and the Proposed Budget for the scheme's financial year. The Notice must be provided to Lot Owners at least 14 days prior to the meeting being held.

## INSURANCE INFORMATION

The insurances listed are the most common taken out by Owners Corporations. Depending on the nature and use of the property, not all of the insurances may be required.

Insurances which must be taken out by the Owners Corporation include a damage policy, public liability policy and a workers compensation policy (when required). Minimum insurance for the purposes of damage to property, death or bodily injury is \$20,000,000.

Repealed legislation stated that a valuation should be obtained every 5 years for the purposes of calculating the value to be insured. Under the current legislation strata schemes are not legally obligated to obtain an insurance valuation.

The Building Insurance should be equal to if not more than the value noted in the Insurance Valuation Report.

The insurances below only cover risks associated with the common property and not individual lots. Owners and occupants need to have adequate insurance cover for their own contents and other risks.

Insurer	CHU
Policy No	HU0006115122
Period of cover	31/10/2023 to 31/10/2024
Premium	\$29,983

Insurance Type	Sum Insured
Appeal Expenses	\$100,000
Building	\$13,163,850
Catastrophe	\$1,974,577
Common Area Contents	\$131,639
Fidelity Guarantee	\$100,000
Flood Cover	Included
Government Audit Costs	\$25,000
Legal Defence Expenses	\$50,000
Liability to Others	\$20,000,000
Loss of Rent / Temporary Accommodation	\$1,974,577
Lot Owners Fixtures / Improvements	\$250,000
Machinery Breakdown	-
Office Bearers Liability	\$2,000,000
Voluntary Workers	\$200,000

Insurance claims over the last 12 months	Nil noted
Certificate of Currency attached	Yes
Insurance Valuation Report available	Yes, dated 2021 with a value of \$11,940,000

## REPORTS & COMPLIANCE

An Owners Corporation can obtain a number of reports to assist them in the management of the scheme. Not all reports are required or essential.

DOCUMENT	SIGHTED	ATTACHED
<p><b>Asbestos</b>            From 1 January 2012 all strata buildings that contain a common property and built before 1 January 2004 must comply with relevant legislation. Surveys must be undertaken to effected buildings with the survey kept on site and available. Testing must be carried out by licensed asbestos assessors. If asbestos or asbestos containing materials are found, the property must be registered on the NSW Asbestos Register and an Asbestos Management Plan must be provided and made available to those who might be at risk. Any properties on the NSW Asbestos Register must be labelled accordingly to ensure the health and safety of emergency service workers, tradespeople, etc. The NSW Asbestos Register is accessible to the public.  <b>Refer Minutes AGM 25/10/2023 Motion 13 – motion to obtain an Asbestos Report was lost.</b></p>	<b>X</b>	<b>X</b>
<p><b>Auditor's Report</b>            Large schemes (over 100 lots) or schemes with a budget over \$250,000.00 are required to have their accounts audited by an accountant. Schemes not falling into these categories do not have to have their accounts audited.  <b>Refer Minutes AGM 25/10/2023 Motion 3 – motion to appoint an auditor was lost.</b></p>	<b>X</b>	<b>X</b>
<p><b>Backflow Prevention Report</b>            Backflow is any unwanted flow of potentially contaminated water back into the water supply system. This can occur when water flows backwards, or opposite to its normal and intended direction to flow. Large complexes generally have backflow prevention devices installed (eg, underground carparks) and these must be tested annually.</p>	<b>X</b>	<b>X</b>
<p><b>Building Defects Report</b>            Strata schemes can obtain a Building Defects Report to identify issues. A Building Defects Report is generally for buildings less than 3 years old.</p>	<b>X</b>	<b>X</b>

DOCUMENT	SIGHTED	ATTACHED
<p><b>Capital Works Fund Report</b> The owners corporation is required to prepare a 10 year Capital Works Fund Plan which must be reviewed every 5 years. The Capital Works Fund Report outlines recommended balances, levies and future expenditure for the property.</p>	✓	✓
<p><b>Combustible Cladding</b> In August 2018 a product ban was imposed regarding the use of aluminium composite panels with a core composition of greater than 30% polyethylene by mass. The product ban relates to the use of the product in any external cladding, external wall, external insulation, façade or rendered finish in specified classes of buildings with certain storeys, including residential and commercial buildings. Existing buildings must be registered by 22 February 2019 and new buildings must be registered within four months of being occupied. The NSW Combustible Cladding Register is not accessible to the public.</p>	X	X
<p><b>Fire Safety</b> Legislation states that any building which is subject to essential fire safety requirements must submit an Annual Fire Safety Statement to the local council and NSW Fire Brigade and have it displayed prominently on the premises. The local council contacts the owners corporation as to whether an AFSS is required. <b>An AFSS dated 11/2023 was sighted in the records.</b></p>	✓	X
<p><b>Income Tax</b> Not all Owners Corporations are required to lodge tax returns. An extract of the Australian Taxation Office's Ruling TR 2015/3 is as follows: Generally, where the only income derived by a strata title body is mutual in nature, that is, consists solely of proprietors' levies or contributions, there is no assessable income, so the strata title body is not required to lodge a return. In cases where income is derived from non-mutual sources (for example, interest and dividends from invested funds, fees from non-proprietors for access to books) a return is usually required to be furnished.</p>	X	X
<p><b>Insurance Valuation Report</b> Under the current legislation, strata schemes are not legally obligated to obtain an insurance valuation.</p>	✓	X

DOCUMENT	SIGHTED	ATTACHED
<p><b>Management Records</b> Strata schemes must retain all management records for 7 years. They are kept in folders or electronically on a content management system. They include correspondence, notices, change of ownership, orders, proxies, minutes, management agreements, financial records, by-laws, etc.</p>	✓	X
<p><b>Strata Hub</b> The NSW Government introduced the ‘Strata Hub’ for all strata schemes in NSW in 2022. The Strata Hub will allow for key information to be accessible to schemes, service providers and the government which will allow for better visibility of a strata scheme’s statutory requirements to help ensure well managed schemes. Strata schemes will be required to report information each year via the Strata Hub online platform. Lot Owners are able to access their scheme’s information. <b>The records indicate that the scheme has registered and completed it’s annual reporting for the Strata Hub.</b></p>	✓	X
<p><b>Swimming Pools and/or Spas</b> The Swimming Pools Act 1992 applies to swimming pools and spa pools that are located on site within a residential building. They must be registered on the NSW Swimming Pools Register and must have a Certificate of Compliance. The Certificate of Compliance is valid for 3 years. It is the responsibility of the Owners Corporation to ensure the common property swimming pool and/or spa is registered and compliant. The NSW Swimming Pool Register is accessible to the public. <b>We did not sight a Certificate of Registration or Certificate of Compliance for the common property pool in the records nor on the Swimming Pool Register.</b></p>	X	X
<p><b>Termite Report</b> Recommendations in the industry are that annual termite / pest inspections and pest control be carried out.</p>	✓	✓
<p><b>Window Safety Devices</b> All strata buildings with windows or doors more than 2m above the ground outside, lower than 1.7m from the floor inside and the window can be opened wider than 12.5cm must be fitted with devices by no later than March 2018.</p>	X	X

DOCUMENT	SIGHTED	ATTACHED
<p><b>Work Health &amp; Safety Report</b>            Legislation requires that the owners corporation provide and maintain the common property to ensure it is safe and without risk to the health of contractors and others who may use it.  <b>Refer Minutes AGM 25/10/2023 Motion 10 – motion to obtain a WH&amp;S Report was lost.</b></p>	<b>X</b>	<b>X</b>

## REPORT NOTES

- The explanations / notes contained in the sections throughout the report are for information purposes only.
- This report is prepared on behalf of the person named as the client and is prepared from information provided by the Strata Manager (or the Secretary of the Owners Corporation if self managed) at the time of inspection. We accept no responsibility if all information is not provided to us at the time of inspection.
- We accept no liability to a third party in the event this report is provided to a third party without our consent.
- We do not attend the property nor inspect the building.
- Search My Strata ABN 96 747 210 342 carries Professional Indemnity Insurance

## Balance Sheet

### As at 31/08/2022

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(1,023.66)
Owners Equity--Admin	34,093.06
	33,069.40
<b>Capital Works Fund</b>	
Operating Surplus/Deficit--Capital Works	502.43
Owners Equity--Capital Works	78,538.32
	79,040.75
<b>Net owners' funds</b>	<b>\$112,110.15</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	21,616.59
Receivable--Levies--Admin	8,477.26
Receivable--Owners--Admin	22.00
	30,115.85
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	82,022.66
Receivable--Levies--Capital Works	1,177.51
	83,200.17
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	113,316.02
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	(1,783.55)
Creditors--Other--Admin	(1,170.00)
	(2,953.55)
<b>Capital Works Fund</b>	
Creditor--GST--Capital Works	2,736.34
Creditors--Other--Capital Works	1,423.08
	4,159.42
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	1,205.87
<b>Net assets</b>	<b>\$112,110.15</b>

## Income & Expenditure Statement for the financial year to 31/08/2022

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

### Administrative Fund

	Current period 01/09/2021-31/08/2022	Annual budget 01/09/2021-31/08/2022	Previous year 01/09/2020-31/08/2021
<b>Revenue</b>			
Interest on Arrears--Admin	236.65	0.00	47.63
Levies Due--Admin	72,000.60	72,000.00	75,000.52
<b>Total revenue</b>	<b>72,237.25</b>	<b>72,000.00</b>	<b>75,048.15</b>
<b>Less expenses</b>			
Admin--Agent Regulation 37 Report	100.00	100.00	100.00
Admin--Archive Storage Fee	85.00	60.00	60.00
Admin--BAS Lodgement Fees	700.00	480.00	400.00
Admin--Caretaker	8,100.00	9,000.00	8,913.34
Admin--Compliance & Risk Management	60.00	60.00	60.00
Admin--Incorrect Payments	0.00	0.00	(36.36)
Admin--Management Fees--Additional	80.00	0.00	80.00
Admin--Management Fees--Standard	3,490.03	3,490.00	3,324.99
Admin--Register Change of By-Laws (LPI)	978.98	0.00	0.00
Admin--Tax Return Prep & Lodgement	150.00	100.00	100.00
Insurance--Premiums	18,250.13	18,900.00	16,440.11
Insurance--Valuation	690.00	0.00	0.00
Maint Bldg--Consultant--Engineer (Structural)	0.00	0.00	1,550.00
Maint Bldg--Fire Protection	689.00	1,000.00	982.50
Maint Bldg--Garbage Bins/Bags	2,741.96	2,200.00	2,109.20
Maint Bldg--General Repairs	2,787.96	5,000.00	3,345.80
Maint Bldg--Pest/Vermin Control	1,545.45	1,600.00	0.00
Maint Bldg--Recreation Facilities	24,668.37	26,500.00	0.00
Maint Bldg--Sewerage Treatment Plant	112.50	1,000.00	0.00
Maint Grounds--Gates	0.00	1,500.00	139.09
Maint Grounds--General Maintenance	5,029.80	19,000.00	17,733.29
Utility--Council Rates	653.00	750.00	573.00
Utility--Gas	1,169.85	1,200.00	1,173.28
Utility--Rubbish Removal	1,098.24	1,200.00	1,133.36
Utility--Water Usage	80.64	100.00	106.40
<b>Total expenses</b>	<b>73,260.91</b>	<b>93,240.00</b>	<b>58,288.00</b>
<b>Surplus/Deficit</b>	<b>(1,023.66)</b>	<b>(21,240.00)</b>	<b>16,760.15</b>
Opening balance	34,093.06	34,093.06	17,332.91
<b>Closing balance</b>	<b>\$33,069.40</b>	<b>\$12,853.06</b>	<b>\$34,093.06</b>

## Capital Works Fund

	Current period 01/09/2021-31/08/2022	Annual budget 01/09/2021-31/08/2022	Previous year 01/09/2020-31/08/2021
<b>Revenue</b>			
Interest on Arrears--Capital Works	32.87	0.00	6.35
Levies Due--Capital Works	10,001.04	10,000.00	10,001.04
<b>Total revenue</b>	<b>10,033.91</b>	<b>10,000.00</b>	<b>10,007.39</b>
<b>Less expenses</b>			
Maint Bldg--Airconditioning	0.00	0.00	(90.91)
Maint Bldg--General Repairs	8,731.48	9,500.00	23,278.16
Maint Bldg--Painting	800.00	0.00	0.00
Maint Grounds--Tree Lopping/Removal	0.00	500.00	700.00
<b>Total expenses</b>	<b>9,531.48</b>	<b>10,000.00</b>	<b>23,887.25</b>
<b>Surplus/Deficit</b>	<b>502.43</b>	<b>0.00</b>	<b>(13,879.86)</b>
Opening balance	78,538.32	78,538.32	92,418.18
<b>Closing balance</b>	<b>\$79,040.75</b>	<b>\$78,538.32</b>	<b>\$78,538.32</b>

## Balance Sheet

### As at 31/08/2023

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	(25,418.98)
Owners Equity--Admin	33,069.40
	7,650.42
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	(21,421.45)
Owners Equity--Capital Works	79,040.75
	57,619.30
Net owners' funds	\$65,269.72
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at Bank--Admin	(211.09)
Receivable--Levies--Admin	4,479.22
Receivable--Owners--Admin	77.00
	4,345.13
Capital Works Fund	
Cash at Bank--Capital Works	59,853.73
Receivable--Levies--Capital Works	3,379.06
	63,232.79
Unallocated Money	
Cash at Bank--Unallocated	0.65
	0.65
Total assets	67,578.57
<b>Less liabilities</b>	
Administrative Fund	
Creditor--GST--Admin	(3,305.29)
	(3,305.29)
Capital Works Fund	
Creditor--GST--Capital Works	3,267.44
Creditors--Other--Capital Works	2,346.05
	5,613.49
Unallocated Money	
Prepaid Levies--Unallocated	0.65
	0.65
Total liabilities	2,308.85
Net assets	\$65,269.72

## Income & Expenditure Statement for the financial year to 31/08/2023

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

### Administrative Fund

	Current period 01/09/2022-31/08/2023	Annual budget 01/09/2022-31/08/2023	Previous year 01/09/2021-31/08/2022
<b>Revenue</b>			
Interest on Arrears--Admin	380.03	0.00	236.65
Levies Due--Admin	57,000.44	57,000.00	72,000.60
<b>Total revenue</b>	57,380.47	57,000.00	72,237.25
<b>Less expenses</b>			
Admin--Agent Regulation 37 Report	100.00	100.00	100.00
Admin--Archive Storage Fee	60.00	85.00	85.00
Admin--BAS Lodgement Fees	780.00	700.00	700.00
Admin--Caretaker	8,100.00	8,100.00	8,100.00
Admin--Compliance & Risk Management	60.00	60.00	60.00
Admin--Internet Charges	2,210.00	0.00	0.00
Admin--Management Fees--Additional	319.17	0.00	80.00
Admin--Management Fees--Standard	3,665.03	3,665.00	3,490.03
Admin--Register Change of By-Laws (LPI)	1,379.87	0.00	978.98
Admin--Tax Return Prep & Lodgement	268.18	150.00	150.00
Insurance--Premiums	26,755.96	22,815.00	18,250.13
Insurance--Valuation	0.00	0.00	690.00
Maint Bldg--Fire Protection	2,789.25	1,750.00	689.00
Maint Bldg--Garbage Bins/Bags	2,744.36	2,750.00	2,741.96
Maint Bldg--General Repairs	2,080.65	4,250.00	2,787.96
Maint Bldg--Pest/Vermin Control	1,727.27	1,728.00	1,545.45
Maint Bldg--Recreation Facilities	16,680.08	14,000.00	24,668.37
Maint Bldg--Sewerage Treatment Plant	0.00	1,000.00	112.50
Maint Grounds--Gates	0.00	1,500.00	0.00
Maint Grounds--General Maintenance	7,688.90	6,000.00	5,029.80
Utility--Council Rates	751.00	678.00	653.00
Utility--Electricity	2,292.74	0.00	0.00
Utility--Gas	1,092.35	1,200.00	1,169.85
Utility--Rubbish Removal	1,254.64	1,200.00	1,098.24
Utility--Water Usage	0.00	100.00	80.64
<b>Total expenses</b>	82,799.45	71,831.00	73,260.91
<b>Surplus/Deficit</b>	(25,418.98)	(14,831.00)	(1,023.66)
Opening balance	33,069.40	33,069.40	34,093.06
<b>Closing balance</b>	\$7,650.42	\$18,238.40	\$33,069.40

Strata Report | Page 20

## The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

## Capital Works Fund

	Current period 01/09/2022-31/08/2023	Annual budget 01/09/2022-31/08/2023	Previous year 01/09/2021-31/08/2022
<b>Revenue</b>			
Interest on Arrears--Capital Works	132.81	0.00	32.87
Levies Due--Capital Works	43,000.44	43,000.00	10,001.04
<b>Total revenue</b>	<b>43,133.25</b>	<b>43,000.00</b>	<b>10,033.91</b>
<b>Less expenses</b>			
Maint Bldg--Electrical	47,999.45	0.00	0.00
Maint Bldg--General Repairs	9,782.25	9,500.00	8,731.48
Maint Bldg--Painting	0.00	0.00	800.00
Maint Grounds--Landscaping	1,073.00	0.00	0.00
Maint Grounds--Tree Lopping/Removal	5,700.00	5,700.00	0.00
<b>Total expenses</b>	<b>64,554.70</b>	<b>15,200.00</b>	<b>9,531.48</b>
<b>Surplus/Deficit</b>	<b>(21,421.45)</b>	<b>27,800.00</b>	<b>502.43</b>
Opening balance	79,040.75	79,040.75	78,538.32
<b>Closing balance</b>	<b>\$57,619.30</b>	<b>\$106,840.75</b>	<b>\$79,040.75</b>

## Balance Sheet

### As at 23/04/2024

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	(29,863.87)
Owners Equity--Admin	7,650.42
	(22,213.45)
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	2,365.79
Owners Equity--Capital Works	57,619.30
	59,985.09
<b>Net owners' funds</b>	<b>\$37,771.64</b>
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at Bank--Admin	(16,736.38)
	(16,736.38)
Capital Works Fund	
Cash at Bank--Capital Works	64,819.40
	64,819.40
Unallocated Money	0.00
<b>Total assets</b>	<b>48,083.02</b>
<b>Less liabilities</b>	
Administrative Fund	
Creditor--GST--Admin	(1,812.48)
Creditors--Other--Admin	132.00
Prepaid Levies--Admin	7,157.55
	5,477.07
Capital Works Fund	
Creditor--GST--Capital Works	2,925.56
Prepaid Levies--Capital Works	1,908.75
	4,834.31
Unallocated Money	0.00
<b>Total liabilities</b>	<b>10,311.38</b>
<b>Net assets</b>	<b>\$37,771.64</b>

**Income & Expenditure Statement**  
**for the financial year-to-date**  
**01/09/2023 to 23/04/2024**

The Owners Corporation - Strata Plan 75807

VUE, 22 Mahogany Drive, Byron Bay NSW 2481

**Administrative Fund**

Current period

01/09/2023-23/04/2024

Revenue

Interest on Arrears--Admin 417.91

Levies Due--Admin 45,000.48

Total revenue 45,418.39

Less expenses

Admin--Agent Regulation 37 Report 100.00

Admin--Archive Storage Fee 70.00

Admin--BAS Lodgement Fees 360.00

Admin--Caretaker 5,400.00

Admin--Compliance & Risk Management 70.00

Admin--Internet Charges 3,200.00

Admin--Management Fees--Additional 425.45

Admin--Management Fees--Standard 2,520.46

Insurance--Premiums 27,256.43

Maint Bldg--Fire Protection 818.00

Maint Bldg--Garbage Bins/Bags 1,845.55

Maint Bldg--General Repairs 2,764.89

Maint Bldg--Pest/Vermin Control 1,727.27

Maint Bldg--Recreation Facilities 20,714.22

Maint Grounds--Gates 335.00

Maint Grounds--General Maintenance 4,532.88

Utility--Council Rates 404.00

Utility--Electricity 1,232.10

Utility--Gas 508.48

Utility--Rubbish Removal 921.40

Utility--Water Usage 76.13

Total expenses 75,282.26

Surplus/Deficit (29,863.87)

Opening balance 7,650.42

Closing balance -\$22,213.45

## Capital Works Fund

Current period

01/09/2023-23/04/2024

## Revenue

Interest on Arrears--Capital Works 149.76

Levies Due--Capital Works 12,000.52

Total revenue 12,150.28

## Less expenses

Maint Bldg--Fire Protection 3,899.00

Maint Bldg--General Repairs 5,885.49

Total expenses 9,784.49Surplus/Deficit 2,365.79

Opening balance 57,619.30

Closing balance \$59,985.09

**Lodger Details**

Lodger Code 501093U  
Name MCCARTNEY YOUNG LAWYERS  
Address L 1, SE 10, 31 CHERRY ST  
BALLINA 2478  
Lodger Box 1W  
Email INFO@MY-LAWYERS.COM.AU  
Reference ST:20230267

Land Registry Document Identification

**AT262019**

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/SP75807	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP75807  
Other legal entity

**Meeting Date**

26/05/2023

**Repealed by-law No.**

**Details** N/A

**Amended by-law No.**

**Details** 16

**Added 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. SP75807  
**Signer Name** SARAH TANTTARI  
**Signer Organisation** MCCARTNEY YOUNG LAWYERS PTY LIMITED  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 13/07/2023

Form: 15CH  
 Release: 2.3  
 Licence: 01-05-086  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: McCartney Young Lawyers

**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

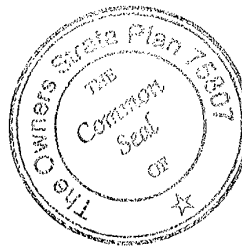
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) TORRENS TITLE	For the common property CP/SP75807	
(B) LODGED BY	Document Name Sarah Tanttari	CODE
	Collection Company McCartney Young Lawyers	
	Box Address DX 27660 Ballina	CH
	Email info@my-lawyers.com.au Contact Number 02 6683 5566	
	Customer Account Number	Reference MYM:ST:20230267

- (C) The Owners-Strata Plan No 75807 certify that a special resolution was passed on 26 May 2023
- (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. N/A  
 Added by-law No. N/A  
 Amended by-law No. 16  
 as fully set out below.  
 See Annexure "A".
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporated the change referred to at Note (E) is annexed hereto and marked as Annexure "B".
- (G) The seal of the Owners-Strata Plan No 75807 was affixed on 7 July 2023 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: Catham Turner  
 Authority: Strata Manager

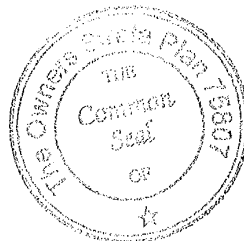
Signature: \_\_\_\_\_  
 Name:  
 Authority:



## Annexure A

### 16. ARCHITECTURAL AND LANDSCAPE STANDARDS

- 16.1 The Owners Corporation shall adopt architectural and landscape standards which will cover amongst other things:-
- a) displaying of signs;
  - b) colour schemes both internally and externally of the common property;
  - c) such other matters as may affect the aesthetic appearance of the complex and grounds;
  - d) security;
  - e) security keys;
  - f) phone communication and entertainment systems.
- 16.2 Notwithstanding that each lot has a garden within the allotment the owner shall not plant plants in that garden which are inconsistent with the original landscaping plan approved by Byron Shire Council or as approved by the Owners Corporation, or any plant which has a mature maximum height exceeding 1500mm.
- 16.3 The Owners Corporation shall be responsible to maintain all the gardens including those within the individual allotments to ensure that all gardens are kept to a suitable standard. Access for Lots 1-6 will be through the side gate to Lot 1, and then through the interconnecting garden gates. Access to Lot 7 will be through the side gate to Lot 7. Maintenance by the Owners Corporation will include ensuring that all plants are kept below a height of 2000mm. The Owners Corporation's obligations under this by-law are limited to lawn mowing, pruning to the height limit, and other activities requested by a lot owner and approved by the Strata Committee.
- 16.4 The occupants of the units shall not prune lop or trim any tree on the common property.
- 16.5 Notwithstanding the provisions of Byron Shire Council's Tree Preservation Order, no existing tree within any allotment that exceeds the height of three (3) metres shall be removed by the owner of any such lot without the written approval of the Owners Corporation and Byron Shire Council.
- 16.6 The Owners Corporation must engage a suitable qualified person to provide a Landscape Report regarding the removal of exotic weeds from the vegetation. Such reports shall be provided on an annual basis from the date of issue of the Occupation Certificate by the Principal Certifying Authority for a period of three (3) years, and shall be submitted to Byron Shire Council and the Principal Certifying Authority, all in accordance with condition of Development Consent No. 08.



A handwritten signature in black ink, appearing to be "AL", written over a horizontal line.

## **Annexure B – Consolidation/Change of By-Laws**

### **INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE CREATED UPON REGISTRATION OF SP**

#### **1. BEHAVIOUR**

##### **1.1 Noise**

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 other lots or any person lawfully using common property.

##### **1.2 Language**

An owner or occupier of a lot must not use language or behave in a way that might offend or embarrass another owners or occupiers or their visitors.

##### **1.3 Obstruction**

An owner or occupier must not obstruct any other persons legal use of the common property or do anything that is illegal or is inappropriate behaviour on common property.

##### **1.4 Clothing**

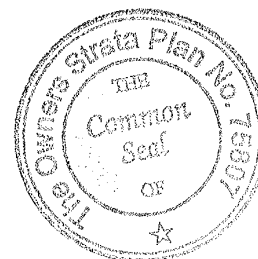
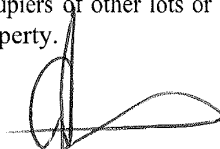
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owners or occupiers of other lots or to any person lawfully using the common property.

##### **1.5 Children**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building unless accompanied by an adult exercising effective control or to be or to remain in common property particularly the car parking area without supervision where there is a possible danger or hazard to children.

##### **1.6 Invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of the owners or occupiers of other lots or any person lawfully using the common property.



VUE - By-Laws

Any occupancy of a Lot must be accompanied a responsible adult to control inappropriate behaviour.

**1.7 Leases or Licences**

If an owner leases or licences their lot they are responsible to ensure that the tenant or licensee comply with the by-laws and the reasonable instructions of the Owners Corporation; and the owner is responsible to take all reasonable action including action under any lease, or licence to ensure the lessees, licensees or invitees compliance with the by-laws.

If behavioural problems arise, the Owners Corporation shall have the power to eject the occupiers or invitees.

**2. OPERATION**

**2.1 Disposing of Rubbish**

An owner or occupier of a lot must not deposit or throw onto the common property any rubbish, dirt, dust or other material or discarded item except with prior arrangement of the Owners Corporation.

**2.2 Laundry**

An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the outside of the building other than on any clothes lines provided by the Owners Corporation for that specific purpose.

**2.3 Windows**

- (a) An owner or occupier of a lot must keep clean all exterior surfaces of glass windows and doors unless the Owners Corporation resolves to accept responsibility for cleaning the glass, or the glass cannot reasonably be accessed by the owner or occupier of the lot safely, or at all.
- (b) An owner or occupier of a Lot must promptly replace, at his expense, any broken or cracked window on their lot with fresh glass of the same kind, colour and weight as at present. This By-Law shall not prohibit an owner from making a claim on any application Owners Corporation insurance.

#### **2.4 Flammable Liquids and Dangerous Substances**

An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation or its manager use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material. This by-law does not apply to reasonable amounts of chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or any chemical, liquid or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **2.5 Moving Furniture**

An owner or occupier of a lot must not transport any furniture or large objects to and from the lot through or on common property unless sufficient notice has first been given to the Owners Corporation to enable appropriate supervision to be provided.

### **3. COMMON PROPERTY**

#### **3.1 Obstruction**

An owner or occupier of a lot must not obstruct lawful use of common property.

#### **3.2 Equipment**

An owner or occupier may only use common property equipment for its intended purpose and must immediately notify the Owners Corporation if they become aware of any damage or defect in the common property or equipment.

#### **3.3 Damage**

An owner or occupier will be responsible to compensate the Owners Corporation for any damage to common property caused by the owner or occupier or their invitees.

An owner or occupier shall not interfere with or damage common property or the property of the Owners Corporation, or remove anything from the common property that belongs to the Owners Corporation, or interfere with the operation of the common property equipment.

#### **3.4 Authorised installations**

This by-law does not prevent an owner, or person authorised from an owner from installing:-

- (a) any locking or safety device for protecting 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 structural device to prevent harm to children; or
- (d) any reasonable device used to affix decorative items to the internal surfaces of the walls of the owner's lot.

Any such locking or safety device, screen or 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.

An owner or occupier must maintain and keep in a state of good and serviceable repair any installations or structures referred to above and make good any damage caused by the removal of any locking or safety device, screen, or other device or structure referred to.

#### **4. ALTERATION OF LOTS AND COMMON PROPERTY**

4.1 An owner or occupier must not, without the prior written consent of the Owners Corporation:

- (a) undertake any alterations or construction in or to their Lot (including courtyards) or any area adjacent to the common property. The Owners Corporation's consent must be obtained in writing prior to any application being made to Byron Shire Council for any proposed alterations; or
- (b) make any fixing to, paint, mark, drill, drive nails or screws or the like into, or otherwise damage or deface, any structure forming part of the common property.

4.2 The Owners Corporation's consent must be obtained prior to installation of any loud speaker, sub-woofer or similar electrical equipment.

An owner, occupier or invitee may install loud speakers or similar electrical equipment onto the walls of any Lot which are common walls with adjoining Lots if they are installed with approved resilient fixings or isolation plate. An owner, occupier or invitee may only install a sub-woofer if it is floor mounted on an approved isolation pad.

- 4.3 When undertaking alterations for which consent has been obtained under this By- Law, an owner or occupier must:-
- (a) first find the location of all service lines and pipes;
  - (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
  - (c) not damage service lines or pipes or interrupt services;
  - (d) undertake the alterations in a proper manner and to the reasonable satisfaction of the Owners Corporation and any relevant Government Authorities or Agencies;
  - (e) repair any damage caused to the common property or the property of any owner or occupier;
  - (f) first arrange with the Owners Corporation a suitable time and means by which to bring materials into the Strata Scheme;
  - (g) comply with reasonable requirements of the Owners Corporation about the time and means by which building materials are to be brought into the Strata Scheme; and
  - (h) ensure that contractors involved in doing the alterations comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access the Strata Scheme.

4.4 Such approval from the Owners Corporation cannot authorise any addition to the common property.

## **5. GARBAGE DISPOSAL**

An owner or occupier of a lot:-

- 5.1 must maintain such receptacles for garbage and waste within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in a clean and tidy condition and adequately covered; and
- 5.2 must ensure that before refuse or waste are placed in the receptacles it is securely wrapped, completely drained or in the case of recycling materials properly separated and prepared in accordance with the applicable recycling

guidelines; and

- 5.3 for the purpose of having the garbage, recyclable materials or waste collected must be placed in the receptacles within the area designated for that purpose by the Owners Corporation and at a reasonable time before the time at which garbage, recyclable material or waste is normally collected; and
- 5.4 must not place anything in the receptacles of the owner or occupier of another lot except with the permission of that owner or occupier; and
- 5.5 must comply with any rules and regulations made by the Owners Corporation in relation to garbage disposal.

## **6. BALCONY AND PLANTER BOXES**

- 6.1 Owners or occupiers may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of their lot only if it:-
  - (a) is a type approved by the Owners Corporation;
  - (b) complies with the architectural and landscape standards;
  - (c) will not cause damage; and
  - (d) is not dangerous.

The Owners Corporation may require the owner or occupier at their cost to remove items from the balcony that are not in accordance with this by-law.

- 6.2 If there is a planter box on the balcony of the lot the owner or occupier must keep the types of plants in the planter box that comply with the architectural and landscaping standards and are approved by the Owners Corporation, and must properly maintain the soil and plants in the planter boxes. When watering the planter boxes the owner or occupier must ensure that no water goes onto the common property or any other lot. Planter boxes shall not be permitted which damage common property or any other lot or create a nuisance or hazard.

## **7. KEEPING OF ANIMALS**

- 7.1 Subject to Section 49(4) of the Strata Scheme Management Act 1996, an owner or occupier of a lot may only keep a small pet on the lot.
- 7.2 A small pet shall be defined as weighing under 7kg.

7.3 An owner or occupier must obtain the consent of the Owners Corporation for each animal kept on the lot.

7.4 Owners or occupiers must not allow visitors to bring animals to the lot or common property, unless they are guide dogs or hearing dogs.

7.5 An owner or occupier of a lot must make appropriate arrangements to control the behaviour of any animals kept on their lot so as not to be nuisance or threat to local wildlife. The Owners Corporation are empowered to withdraw any consent given under this By-Law in the event that the animal's behaviour becomes a nuisance to other owners or occupiers.

7.6 Any cat must be confined to the interior of the lot.

7.7 Any dog must be on a leash and under effective control whenever traversing common property.

## **8. USE OF LOTS**

All lots in the Strata Scheme may be used for holiday rental or permanent residential occupation.

## **9. FIRE SAFETY AND HAZARDS**

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

9.2 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## **10. COMMON PROPERTY FACILITIES**

10.1 An owner or occupier may use the common areas subject to the rules and procedures established by the Owners Corporation.

10.2 The owner or occupier of a lot (or an invitee of an owner or occupier) shall ensure that-

- (a) Children below the age of 12 years are not allowed

in or around the common property areas unless accompanied by an adult exercising effective control over them.

- (b) Glass containers or receptacles of any type are not to be taken in or allowed to remain around the common property areas.
- (c) Drunk and disorderly behaviour is not permitted in any lot or on the common property.

10.3 An owner or occupier of a lot (or an invitee of any owner or occupier) shall not without prior authority operate, adjust or interfere with the operation of any equipment associated with the common property areas, especially the on-site sewerage management system.

10.4 An owner, occupier or invitee must comply with any rules or By-Laws made by the Community Association of "The Oasis Resort" or the Manager of "The Oasis Resort" in relation to the use of any of the recreation facilities at "The Oasis Resort".

## **11. VEHICLES**

- 11.1 An owner or occupier of a lot must not park or stand any motor vehicle or other vehicle on common property, or permit any invitee of the owner or occupier to park or stand any motor vehicle or other vehicle on common property except with the prior written approval of the Owners Corporation.
- 11.2 The carparking areas on the common property and the carparking areas shown on the Strata Plan are only for the parking of vehicles, motorcycles, trailers or boats and are not to be used for storage of goods or for any other purpose.

## **12. CONSENT BY THE OWNERS CORPORATION**

- 12.1 Unless a by-law states otherwise, consents under the by-laws must be given by:-
  - (a) the Owners Corporation at a general meeting; or
  - (b) the executive committee of the Owners Corporation at an executive committee meeting.
- 12.2 The Owners Corporation or its executive committee may make conditions if they give consent to do things under the by-laws and the owner or occupier is bound to comply with those conditions.

### **13. RIGHTS OF THE OWNERS CORPORATION IF THERE IS NON-COMPLIANCE WITH BY-LAWS**

- 13.1 The Owners Corporation shall be entitled to do anything on any lot that the owner or occupier should have done under the by-laws, but which the owner or occupier has not done or have not done properly.
- 13.2 The Owners Corporation must give written notice specifying when it will enter the lot to do the work. The owner or occupier must give the Owners Corporation access to the lot according to the notice, and permit the Owners Corporations duly appointed agent to undertake the works at the owners or occupiers cost, and pay the Owners Corporation for its cost of doing the work.
- 13.3 The Owners Corporation may recover any money owed to it under the by-laws as a debt.
- 13.4 The powers of the Owners Corporation under this by-law are in addition to those that it has under the Strata Schemes Management Act.

### **14. COMPLAINTS AND APPLICATIONS**

Any applications and complaints to the Owners Corporation must be in writing and addressed to the secretary of the Owners Corporation or the strata manager.

### **15. CONTROLS ON HOURS OF OPERATION, USE OF FACILITIES AND OCCUPATION LIMITATIONS**

- 15.1 The Owners Corporation may make rules that are appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme.
- 15.2 An owner or occupier of a lot must comply with such rules.

### **16. ARCHITECTURAL AND LANDSCAPE STANDARDS**

- 16.1 The Owners Corporation shall adopt architectural and landscape standards which will cover amongst other things:-
  - (a) displaying of signs;
  - (b) colour schemes both internally and externally of the common property;
  - (c) such other matters as may affect the aesthetic

appearance of the complex and grounds;

(d) security;

(e) security keys;

(f) phone communication and entertainment systems.

16.2 Notwithstanding that each lot has a garden within the allotment the owner shall not plant plants in that garden which are inconsistent with the original landscaping plan approved by Byron Shire Council or as approved by the Owners Corporation.

16.3 The Owners Corporation shall be responsible to maintain all the gardens including those within the individual allotments to ensure that all gardens are kept to a suitable standard. Access for Lots 1-6 will be through the side gate to Lot 1, and then through the interconnecting garden gates. Access to Lot 7 will be through the side gate to Lot 7. Maintenance by the Owners Corporation will include ensuring that all plants are kept below a height of 2000mm. The Owners Corporation's obligations under this by-law are limited to lawn mowing, pruning to the height limit, and other activities requested by a lot owner and approved by the Strata Committee.

16.4 The occupants of the units shall not prune lop or trim any tree on the common property.

16.5 Notwithstanding the provisions of Byron Shire Council's Tree Preservation Order, no existing tree within any allotment that exceeds the height of three (3) metres shall be removed by the owner of any such lot without the written approval of the Owners Corporation and Byron Shire Council.

16.6 The Owners Corporation must engage a suitable qualified person to provide a Landscape Report regarding the removal of exotic weeds from the vegetation. Such reports shall be provided on an annual basis from the date of issue of the Occupation Certificate by the Principal Certifying Authority for a period of three (3) years, and shall be submitted to Byron Shire Council and the Principal Certifying Authority, all in accordance with condition of Development Consent No. 08.

## **17. ON-SITE SEWAGE MANAGEMENT SYSTEM**

17.1 An owner, occupier or invitee must comply with the

approved Environmental Management Plan and the "Ecomax" On-Site Wastewater Treatment System Operating & Maintenance Procedure Manual.

17.2 The Owners Corporation must:-

- (a) comply with the required maintenance and monitoring of the operation of the on-site sewage management system;
- (b) pay the reasonable costs and expenses incurred as a result of an inspection of the on-site sewage management system.

17.3 An owner or occupier must not interfere or damage the on-site sewage management system. If an owner, occupier or invitee damages the on-site sewage management system, then the owner must pay the Owners Corporation the cost of the damage.

17.4 The owner of Lot 7 shall be solely responsible for the maintenance of the sewer pump out facility dedicated to use by Lot 7.

## 18. INTERPRETATION

In the by-laws:-

- (a) a reference to a thing includes the whole or each part of it;
- (b) a reference to a document includes any variation or replacement of it;
- (c) a reference to a law, ordinance or code includes regulations or other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a reference to a person includes their executors, administrators, successors, substitutes, (including, but not limited to, persons taking by novation) and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) headings do not effect the interpretation of the by-laws.

## **Special By-Law 1**

### **19. EXCLUSIVE USE AND SPECIAL PRIVILEGE**

- (a) The owner of each lot is granted the exclusive use and enjoyment over the following equipment to the extent that such equipment is relevant to their lot:
- (i) external doors and locks excluding front door locks and keypad and the external garage door;
  - (ii) doors facing any interior courtyard area surrounded on 3 sides by the lot;
  - (iii) all door and window insect screens;
  - (iv) all windows;
  - (v) garage controllers and motors for parking areas within the lot;
  - (vi) any timber patio within a courtyard immediately adjacent to and surrounded on three sides by the lot;
  - (vii) roof mounted solar panels and hot water heater systems.
  - (viii) Air-conditioning equipment including roof mounted units, supporting structures, cables, ducting, power supply, and surge protection of the respective air-conditioning system servicing the lot, **(together Equipment)** and is granted the special privilege of being able to install and maintain the Equipment on the relevant part of the common property.
- (b) A lot owner is responsible for all Equipment over which it has exclusive use and must at its own expense repair, maintain and where considered necessary or desirable replace the Equipment and all specifically built supporting structures, cables, ducting, power supply or surge protection equipment in connection with each item of Equipment.
- (c) Each lot owner must ensure that all Equipment over which it has been granted exclusive use pursuant to this bylaw is maintained and repaired on a regular and prudent basis and indemnifies the owners corporation in respect of any damage, loss, cost or expense In connection with any failure of the lot owner to comply with this bylaw. In particular, where a failure of a lot owner to properly maintain, repair or Install any Item of Equipment causes any damage to any other common property the lot owner must make good such damage or reimburse the owners corporation for the cost of repairs.
- (d) In accordance with the requirements of Section 52 of the Strata Schemes Management Act 1996 (NSW), each lot owner has given consent to the exclusive use granted pursuant to this bylaw.

## **Special By-Law 2**

The garage interior access door lock and striker remain the property of the Owners Corporation as well as the front door lock and strikers.

## **Special By-Law 3**

### **(i) Transfer of responsibility**

The Owners Corporation hereby transfers responsibility for all repairs, maintenance and replacement of bathrooms, laundries and toilets(including

but not limited to floor tiles, wall tiles, and waterproofing) and internal timber and/or tile floors ("the areas") to the respective Lot owner(s) PROVIDED HOWEVER that should a structural engineer provide a report stating that a structural defect not related to the areas has caused damage to any of the areas, the owners Corporation is responsible for the repair (including replacement, where necessary) of the areas.

**(ii) Renovations**

Any owner of a Lot shall have a right of exclusive use and enjoyment and shall be entitled to renovate the areas within their Lot [referred to as 'the works') pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

**(a) Existing works**

- (i) At the time this By-Law was created some of the owners have already completed works to their respective Lots. The owner(s) of those Lots are not required to comply with clauses (c), (d) & M below. Those works are deemed to be approved as long as they comply with the remaining clauses of this By-Law.
- (ii) Those Lots where the works have not yet been undertaken must comply with all clauses of this By-Law.

**(b) Cost of renovation and maintenance**

The renovation, including the cost of obtaining approval and consents, and maintenance of any of the works are to be at the expense of the owner(s) of that lot and shall at all times remain the property of the owner(s) of that lot.

**(c) Strata Committee approval**

- (i) Any reference to the "Strata Committee" in this By-law is to be replaced with "Owners Corporation" if no Strata Committee exists.
- (ii) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Strata Committee, or Owners Corporation if no Strata Committee exists, to the works.
- (iii) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- (iv) In making their decision, the Strata Committee shall take the following matters into consideration:-
  - the size, bulk and suitability of the works;
  - the impact on visual amenity;
  - the location of all wiring and plumbing; and
  - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- (v) The Strata Committee shall not unreasonably withhold such

approval.

**(d) Conditions of works**

The works will:-

- (i) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- (ii) be done in accordance with the instructions of the manufacturer;
- (iii) comply with any applicable Australian standards;
- (iv) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- (v) comply with the relevant regulatory By-laws of the *Act* (as amended).

**(e) Completion of works**

After the works are completed, the owner(s) must, without unreasonable delay:-

- (i) notify the Strata Committee that the works have been completed;
- (ii) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-law have been rectified;
- (iii) provide the Strata Committee with a copy of the waterproofing certificate for the work;
- (iv) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (v) provide the Strata Committee (or its nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(f) Compliance with SEPP and DCP**

The works will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 the local Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(g) Damage**

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the work, and that the said damage will be made good immediately after it occurred.

**(i) Common property maintenance**

Should the Owners Corporation need to undertake repairs or

maintenance to that part of the common property adjoining where the works are located and which are not the responsibility of the Lot owner(s) under clause ( h), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and reinstatement of the works to enable those repairs and maintenance to be completed [if required).

**(j) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may:-

- (i) carry out all works necessary to perform that obligation;
- (ii) enter upon any part of the lot to carry out the works; and
- (iii) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so Incurred.

**(k) Indemnity**

The owner(s) of the Lot shall indemnify and keep Indemnified the Owners' Corporation against:-

- (i) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the works;
- (ii) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or Indirectly from the use of the works or a breach of this By-Law.

**Special By-Law 4**

The owners of Lots 1-6 shall have a right of exclusive use and enjoyment and shall be entitled to install a folding arm awning (referred to as "the awning") on common property benefitting their respective Lot pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

**(i) Specifications**

The awning shall be of the following specifications or as otherwise approved by the Strata Committee (or Owners Corporation if there is no Strata Committee):-

- Luxaflex Nordic Arafura - KF with 5 year warranty and wind rating Beauforth 5 (wind speed 29-38km/h, pressure 70N/m2) or such other awning of equivalent quality approved by the Strata Committee;
- Fabric colour - to be approved by the Strata Committee acting reasonably;
- retracted awning head box in silver colour; and
- a wireless sensor supplied by the awning manufacturer is to be installed to

ensure automatic retraction of awning during strong winds.

**(ii) Location of awning**

- (a) The awning shall be restricted to the eastern wall of the Lot as shown on the plan annexed.
- (b) All other equipment installed, including associated wiring and ancillary equipment, shall be, where reasonably possible, concealed and where this is not possible, made as unobtrusive as possible.

**(iii) Cost of installation and maintenance**

The installation, including the cost of obtaining approval and consents, and maintenance of the awning are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that Lot.

**(iv) Strata Committee approval**

- (a) Any reference to the "Strata Committee" in this By-Law is to be replaced with "Owners Corporation" if no Strata Committee exists.
- (b) Prior to commencement of installation of the awning, the owner(s) of the Lot shall obtain approval from the Strata Committee to the works.
- (c) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- (d) In making their decision, the Strata Committee shall take the following matters into consideration:-
  - Whether the awning complies with the specifications noted in clause (i);
  - the impact on visual amenity;
  - the location of all wiring and ancillary equipment; and
  - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- (e) The Strata Committee shall not unreasonably withhold such approval.

**(v) Conditions of works**

The works to install the awning will:-

- (a) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- (b) be done in accordance with the instructions of the manufacturer;
- (c) comply with any applicable Australian standards;
- (d) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the

commencement of the works; and

- (e) comply with the relevant regulatory By-Laws of the *Act* (as amended).

**(vi) Completion of works**

After the installation works are completed, the owner(s) must, without unreasonable delay:-

- (a) notify the Strata Committee that the works have been completed;
- (b) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;
- (c) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (d) provide the Strata Committee (or its nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(vii) Compliance with SEPP and DCP**

The installation of the awning must comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 and Byron Shire Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(viii) Damage**

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the awning and that the said damage will be made good immediately after it occurred.

**(ix) Maintenance**

The owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the awning, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the *Act*, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

**(x) Common property maintenance**

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the awning is located and which are not the responsibility of the Lot owner(s) under clause (ix), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and re-installation of the awning to enable those repairs and maintenance to be completed (if required).

**(xi) Removal**

- (a) Should the awning cease to be used or is no longer in working order, all

equipment, wiring and ancillary equipment must be removed by the owner(s) of the Lot within six (6) months of the cessation of its use.

- (b) The owner(s) of the Lot shall ensure, at their expense, that the common property is returned to its original condition prior to the installation of the awning.

**(xii) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the *Act* the Owners Corporation may:-

- (a) carry out all works necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out the works; and
- (c) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

**(xiii) Indemnity**

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against:-

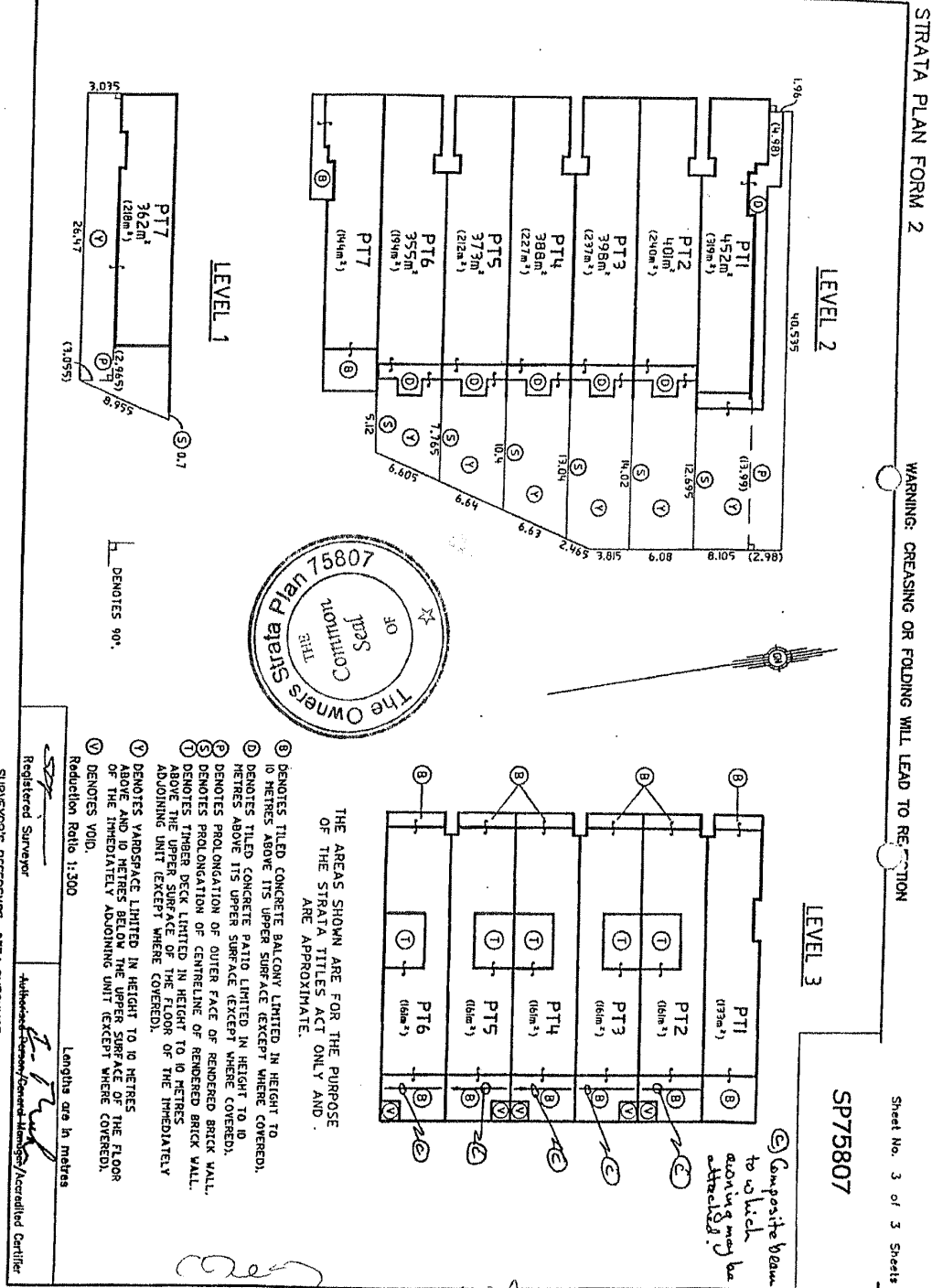
- (a) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the installation of the awning; and
- (b) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the awning or a breach of this By-Law.

**Special By-Law 5**

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) 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.

Special By-law 4 - PLAN

Req:R206084 /Doc:SP 0012001 V /Rev:18-Oct-2005 /Sts:SU,UA /E:18-Oct-2005 /A:27-007-000-0134 /W:18-Oct-2005 /S:18-Oct-2005 /T:18-Oct-2005 /U:18-Oct-2005 /V:18-Oct-2005 /X:18-Oct-2005 /Y:18-Oct-2005 /Z:18-Oct-2005  
 Ref:453919 tallow views /Src:R

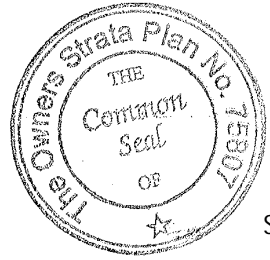


STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3 Sheets

SP75807



Page 20 of 20

21 of 21

**MINUTES OF THE ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 75807 was held on Tuesday, 09 November 2021 at ZOOM MEETING. The meeting commenced at 03:00 PM.

**PRESENT IN PERSON OR BY PROXY:**

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Mr J & Mrs L Crane
3	3	Yes	Mr A W Harris
5	5	Yes	Hackett, Robert & Louise
6	6	Yes	Matthews-Frederick, Ross, Patrice & Simon

**CHAIRPERSON (acting):** Alex Pratt on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the Owners - Strata Plan 75807 confirm the minutes of the last general meeting as a true and accurate account of the proceedings of that meeting.

**2 KEY FINANCIAL INFORMATION**

**Resolved** that the Owners - Strata Plan 75807 financial statements for the period ended 31/08/2021 as presented be adopted.

**3 AUDITOR**

**Lost** that the Owners - Strata Plan 75807 appoint an auditor.

**4 STRATA COMMITTEE**

- Resolved** that the nominations of the strata committee be J Crane, R Hackett, R Mathew-Frederick & T Harris.
- Resolved** that the number of members of the strata committee be 4.
- Resolved** that J Crane, R Hackett, R Mathew-Frederick & T Harris be elected as the strata committee.
- Resolved** that the decision making powers of the strata committee be unlimited but in accordance with the Strata Schemes Management Act 2015.

**5 VALUATION**

**Lost** that the Owners - Strata Plan 75807 appoint a suitably qualified person to complete an insurance valuation to ensure the building sum insured is appropriate.

*NB: Valuation was arranged September 2021 - Building Sum Insured has been altered as proposed.*

**6 INSURANCES**

**Resolved** that the building sum insured be altered in accordance with the valuation recommendation and that all other insurances be confirmed as presented. The Strata Committee are authorised to approve one of the three quotations provided by the Strata Managing Agent upon renewal.

**7 OFFICE BEARERS LIABILITY**

**Resolved** that the Owners - Strata Plan 75807 retain Office Bearers Liability in the amount of \$1,000,000.

**8 TRAINING SERVICES AND COMMISSION DISCLOSURE**

**Resolved** that the Owners - Strata Plan 75807 accept the report from the Strata Managing Agent on:-

Commissions or training services provided to or paid for in the past 12 months and an estimate of the amount or value of commissions or training services to be received in the next 12 months. Pursuant to Section 60 of the Strata Schemes Management Act 2015 the strata managing agent reports that as at the date of this notice:- Strata Report | Page 47

The strata managing agent has received commissions of \$2,476.81 excluding GST in the past 12 months, and an amount of \$2600.00 excluding GST in commissions is expected to be received in the next 12 months.

No training services have been paid for the agent in the last 12 months and no training services are expected to be paid for the agent in the next 12 months.

## 9 PEST CONTROL

**Resolved** that the Owners - Strata Plan 75807 appoint a suitably qualified pest control company to conduct a termite inspection at the property.

## 10 WORK, HEALTH & SAFETY INSPECTIONS

**Lost** that the Owners - Strata Plan 75807 consents to the appointment of a consultant to ensure the Strata Scheme is fully compliant in accordance with the Work Health & Safety Act, 2011 (WH & S Act) and that the Strata Committee ensure that any matters requiring attention are addressed in accordance with the safety inspection record which is to be supplied to the strata manager and held in the owners corporation files.

## 11 ANNUAL FIRE SAFETY STATEMENT

**Resolved** that the Owners - Strata Plan 75807 in accordance with the Environmental Assessment and Planning Regulations the Owners Corporation obtain an Annual Fire Safety Statement and complete the mandatory fire safety maintenance as required. The Owners Corporation agrees to assume the responsibility for all internal and external fire safety measures at the property including the repair, maintenance and replacement of those items.

*NB: Alex advised that internal items on the AFSS are now expense of the Owners Corporation.*

## 12 DEBT RECOVERY

**Resolved** that the Owners - Strata Plan 75807 resolve pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;
- b. To engage or appoint the services of Grace Lawyers to obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners - Strata Plan 75807;
- c. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## 13 CAPITAL WORKS FUND ANALYSIS REPORT

**Resolved** that the Owners - Strata Plan 75807 review the current Capital Works Fund Analysis report (formally 10yr Sinking Fund Forecast) and engage a suitably qualified consultant to review and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years.

*NB: Circulate for the information of the Strata Committee.*

## 14 LEVY CONTRIBUTIONS

**Resolved** that the Owners - Strata Plan 75807 in accordance with section 81 of the Strata Schemes Management Act 2015 confirm the Administration Fund contribution at \$79,200.00 per annum and that the amount of the Capital Works Fund be determined at \$11,000.00 per annum divided as per the unit entitlement of the individual Lots and payable Quarterly in advance on 1/11/2021, 1/02/2022, 1/05/2022, 1/08/2022.

### MEETING CLOSED

Alex Pratt - Assistant Agent in Strata & Community Manager

SMS Byron Bay/Ballina Pty Ltd T/A Strata North

Dated: 12 November 2021

**MINUTES OF THE STRATA COMMITTEE MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** The Strata Committee of the Owners - Strata Plan 75807 was held on Tuesday, 09 November 2021 at ZOOM MEETING. The meeting commenced at the conclusion of the Annual General Meeting.

**PRESENT IN PERSON:**

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	J Crane
3	3	Yes	Tony Harris
5	5	Yes	Robert Hackett
6	6	Yes	R Matthew-Frederick

**CHAIRPERSON (acting):** Alex Pratt on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the minutes of the last strata committee meeting be confirmed as a true and accurate account of the proceedings of that meeting.

**2 ELECTION OF POSITIONS**

**Resolved** that in accordance with the *Strata Schemes Management Act, 2015* the Strata Committee elect R Mathew-Frederick - Chairperson, R Hackett - Secretary and J Crane - Treasurer.

**3 APPOINTING CONTACT POINT AND SUBSTITUTE CONTACT POINT**

**Lost** that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further THAT an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point.

**4 GENERAL DISCUSSION**

**Resolved** that the strata committee list and agree to action the following maintenance and/or other business item requiring attention:

- 1) Committee to ask Gerard for information on recent NBN upgrades to Oasis.
- 2) Gerard to arrange fobs for the pool and tennis court entry - each Owner will be provided a fob.
- 3) Small vegetable garden in rear of Lot 6 approved.
- 4) Discussed proposal to allow install of fold out awnings to units 2-6 - Committee approved concept in principal but understood requirement to have a by-law in place for the installation. Robert to provide information to Alex to arrange by-law drafting.
- 5) Committee to write to council regarding space left in fence with neighbouring property at 20.
- 6) Committee raised concerns with Lot 4 smoking - Strata North to write formal letter advising of smoking by-law.

**MEETING CLOSED**

Alex Pratt - Licesnsed Strata & Community Manager  
SMS Byron Bay/Ballina Pty Ltd T/A Strata North  
Dated: 12 November 2021

**Strata Schemes Management Act 2015**

**MINUTES OF THE EXTRAORDINARY GENERAL MEETING  
THE OWNERS - STRATA PLAN 75807**

VUE

22 Mahogany Drive, Byron Bay NSW 2481

**DATE, PLACE & TIME OF MEETING:** An Extraordinary General Meeting of The Owners - Strata Plan 75807 was held on Monday, 06 December 2021 at Strata North Office (No Attendance Required). The meeting commenced at 10:00 AM.

**PRESENT IN PERSON:**

Lot #	Unit #	Attendance	Owner Name/Representative
1	1	Yes	Mr J & Mrs L Crane
3	3	Yes	Mr A W Harris
5	5	Yes	Hackett, Robert & Louise
6	6	Yes	Matthews-Frederick, Ross, Patrice & Simon

**CHAIRPERSON (acting):** Jodi Troughton

Minutes of the meeting:

**1 MINUTES**

**Resolved** that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

**2 SPECIAL RESOLUTION**

**Resolved** that subject to the by-law in the next succeeding motion being approved, The Owners - Strata Plan No. 75807 **SPECIALLY RESOLVE** pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owners of Lots 1-6 to their respective lot and the common property on the terms and in the manner as set out in the by-law.

*POLL VOTE RESULTS (Unit Entitlements)*

*Total Unit Entitlement (votes) = 40*

*FOR - 40*

*AGAINST - Nil*

*ABSTAIN - Nil*

*Motion RESOLVED by Special RESOLUTION*

**3 SPECIAL RESOLUTION**

**Resolved** that subject to the preceding motion being approved, The Owners - Strata Plan No. 75807 **SPECIALLY RESOLVE** pursuant to section 143 of the *Strata Schemes Management Act 2015* to make a Special By-Law on the following terms:-

The owners of Lots 1-6 shall have a right of exclusive use and enjoyment and shall be entitled to install a folding arm awning (referred to as "the awning") on common property benefitting their respective Lot pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

**(i) Specifications**

The awning shall be of the following specifications or as otherwise approved by the Strata Committee (or Owners Corporation if there is no Strata Committee):-

- Luxaflex Nordic Arafura - KF with 5 year warranty and wind rating Beauforth 5 (wind speed 29-38km/h, pressure 70N/m<sup>2</sup>) or such other awning of equivalent quality approved by the Strata Committee;
- Fabric colour - to be approved by the Strata Committee acting reasonably;
- retracted awning head box in silver colour; and

- a wireless sensor supplied by the awning manufacturer is to be installed to ensure automatic retraction of awning during strong winds.

**(ii) Location of awning**

- The awning shall be restricted to the eastern wall of the Lot as shown on the plan annexed.
- All other equipment installed, including associated wiring and ancillary equipment, shall be, where reasonably possible, concealed and where this is not possible, made as unobtrusive as possible.

**(iii) Cost of installation and maintenance**

The installation, including the cost of obtaining approval and consents, and maintenance of the awning are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that Lot.

**(iv) Strata Committee approval**

- Any reference to the "Strata Committee" in this By-Law is to be replaced with "Owners Corporation" if no Strata Committee exists.
- Prior to commencement of installation of the awning, the owner(s) of the Lot shall obtain approval from the Strata Committee to the works.
- The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- In making their decision, the Strata Committee shall take the following matters into consideration:-
  - Whether the awning complies with the specifications noted in clause (i);
  - the impact on visual amenity;
  - the location of all wiring and ancillary equipment; and
  - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- The Strata Committee shall not unreasonably withhold such approval.

**(v) Conditions of works**

The works to install the awning will:-

- be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- be done in accordance with the instructions of the manufacturer;
- comply with any applicable Australian standards;
- be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- comply with the relevant regulatory By-Laws of the Act (as amended).

**(vi) Completion of works**

After the installation works are completed, the owner(s) must, without unreasonable delay:-

- notify the Strata Committee that the works have been completed;
- notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;

- (c) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (d) provide the Strata Committee (or it's nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(vii) Compliance with SEPP and DCP**

The installation of the awning must comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 and Byron Shire Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(viii) Damage**

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the awning and that the said damage will be made good immediately after it occurred.

**(ix) Maintenance**

The owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the awning, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the Act, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

**(x) Common property maintenance**

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the awning is are located and which are not the responsibility of the Lot owner(s) under clause (ix), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and re-installation of the awning to enable those repairs and maintenance to be completed (if required).

**(xi) Removal**

- (a) Should the awning cease to be used or is no longer in working order, all equipment, wiring and ancillary equipment must be removed by the owner(s) of the Lot within six (6) months of the cessation of its use.
- (b) The owner(s) of the Lot shall ensure, at their expense, that the common property is returned to its original condition prior to the installation of the awning.

**(xii) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may:-

- (a) carry out all works necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out the works; and
- (c) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

**(xiii) Indemnity**

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against:-

- (a) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the installation of the awning; and
- (b) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the awning or a breach of this By-Law.

*POLL VOTE RESULTS (Unit Entitlements)*

*Total Unit Entitlement (votes) = 40*

*FOR - 40*

*AGAINST - Nil*

*ABSTAIN - Nil*

*Motion RESOLVED by Special RESOLUTION*

#### **4 REAFFIRM BY-LAW**

**Resolved** that the Owners - Strata Plan 77057 by Special Resolution reaffirm the decision to in accordance with Section 141 of the Strata Schemes Management Act adopt the following by-law:

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

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) 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.

*POLL VOTE RESULTS (Unit Entitlements)*

*Total Unit Entitlement (votes) = 40*

*FOR - 40*

*AGAINST - Nil*

*ABSTAIN - Nil*

*Motion RESOLVED by Special RESOLUTION*

**MEETING CLOSED**

Alex Pratt Licesnsed Strata & Community Manager

Dated: 06 December 2021

**MINUTES OF THE ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 75807 was held on Friday, 14 October 2022 at Zoom Video Conferencing (Please see details below). The meeting commenced at 03:00 PM.

**PRESENT IN PERSON OR BY PROXY:**

Lot #	Unit #	Attendance	Owner Name/ Representative
1	1	Yes	Mr J & Mrs L Crane
3	3	Yes	Mr A W Harris
5	5	Yes	Hackett, Robert & Louise
6	6	Yes	Matthews-Frederick, Ross, Patrice & Simon

**CHAIRPERSON (acting):** Jodi Troughton on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the Owners - Strata Plan 75807 confirm the minutes of the last general meeting as a true and accurate account of the proceedings of that meeting.

**2 KEY FINANCIAL INFORMATION**

**Resolved** that the Owners - Strata Plan 75807 financial statements for the period ended 31/08/2022 as presented be adopted.

**3 AUDITOR**

**Lost** that the Owners - Strata Plan 75807 appoint an auditor.

**4 STRATA COMMITTEE**

- Resolved** that the nominations of the strata committee be J Crane, R Hackett, R Mathew-Frederick & T Harris.
- Resolved** that the number of members of the strata committee be four.
- Resolved** that J Crane, R Hackett, R Mathew-Frederick & T Harris be elected as the strata committee.
- Resolved** that the decision making powers of the strata committee be unlimited but in accordance with the Strata Schemes Management Act 2015.

**5 VALUATION**

**Lost** that the Owners - Strata Plan 75807 appoint a suitably qualified person to complete an insurance valuation to ensure the building sum insured is appropriate.

**6 INSURANCES**

**Resolved** that the Owners - Strata Plan 75807 insurances be confirmed as presented and that the Strata Committee be authorised to approve one of the three quotations provided by the Strata Managing Agent upon renewal.

**7 OFFICE BEARERS LIABILITY**

**Resolved** that the Owners - Strata Plan 75807 retain Office Bearers Liability in the amount of \$1,000,000.00.

**8 TRAINING SERVICES AND COMMISSION DISCLOSURE**

**Resolved** that the Owners - Strata Plan 75807 accept the report from the Strata Managing Agent on:-

Commissions or training services provided to or paid for in the past 12 months and an estimate of the amount or value of commissions or training services to be received in the next 12 months. Pursuant to Section 60 of the Strata Schemes Management Act 2015 the strata managing agent reports that as at the date of this notice:-

The strata managing agent has received commissions of \$3,063.56 excluding GST in the past 12 months, and an amount of \$3,641.44 excluding GST in commissions is expected to be received in the next 12 months.

No training services have been paid for the agent in the last 12 months and no training services are expected to be paid for the agent in the next 12 months.

Strata Report | Page 54

## 9 PEST CONTROL

**Resolved** that the Owners - Strata Plan 75807 appoint a suitably qualified pest control company to conduct a termite inspection at the property.

## 10 WORK, HEALTH & SAFETY INSPECTIONS

**Lost** that the Owners - Strata Plan 75807 consents to the appointment of a consultant to ensure the Strata Scheme is fully compliant in accordance with the Work Health & Safety Act, 2011 (WH & S Act) and that the Strata Committee ensure that any matters requiring attention are addressed in accordance with the safety inspection record which is to be supplied to the strata manager and held in the owners corporation files.

## 11 ANNUAL FIRE SAFETY STATEMENT

**Resolved** that the Owners - Strata Plan 75807 in accordance with the Environmental Assessment and Planning Regulations the Owners Corporation obtain an Annual Fire Safety Statement and complete the mandatory fire safety maintenance as required. The Owners Corporation agrees to assume the responsibility for all internal and external fire safety measures at the property including the repair, maintenance and replacement of those items.

## 12 DEBT RECOVERY

**Resolved** that the Owners - Strata Plan 75807 resolve pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;
- b. To engage or appoint the services of Grace Lawyers to obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners - Strata Plan 75807;
- c. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## 13 DEBT RECOVERY - PAYMENT PLANS

**Resolved** that the Owners - Strata Plan 75807 resolve pursuant to Section 85(5) of the Strata Schemes Management Act 2015 to agree to enter into payment plans for the payment of overdue levy contributions.

## 14 STRATA MANAGING AGENT

**Resolved** that the Owners - Strata Plan 75807 by ordinary resolution consents to the appointment of SMS Byron Bay/Ballina Pty Ltd trading as Strata North in accordance with section 49 of the Strata Schemes Management Act 2015 ("Act") as follows:

- a. Strata North ('Agent') be appointed as strata managing agent of the Owners - Strata Plan 75807;
- b. The owners corporation delegate to the Agent all of its functions (other than those listed in section 52(2) of the Act) and all of the functions of its chairperson, secretary, treasurer and executive committee;
- c. The owners corporation execute the written agreement ('Agreement') to give effect to the appointment and delegation;
- d. The delegation is to be subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for two lot owners (or those representing them by proxy at this general meeting) to affix the common seal of the owners corporation to the agreement; and
- f. Authority is given for one lot owner (or that owners representative by proxy at this general meeting) to sign the Agreement to acknowledge that the owners corporation received a copy of this Agreement within 48 hours of its execution.
- g. The Owners - Strata Plan 75807 authorises to give representatives of Strata North authority under section 273 of the Strata Schemes Management Act 2015, to attest the fact and date of the affixing of the common seal of the Owners - Strata Plan 75807 whenever such seal is required to be affixed by authority of that owners corporation.
- h. In accordance with Section 265 of the Act the Owners Corporation changes its address for service of notices to: Strata North, PO Box 889, BALLINA NSW 2478, and to authorise the Strata Managing Agent to complete, execute under Common Seal and lodge the appropriate notices under Section 273 of the Act for registration at the Land and Property Information Agency.

**15 CAPITAL WORKS FUND ANALYSIS REPORT**

**Lost** that the Owners - Strata Plan 75807 review the current Capital Works Fund Analysis report (formally 10yr Sinking Fund Forecast) and engage a suitably qualified consultant to review and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years.

**16 LEVY CONTRIBUTIONS**

**Resolved** that the Owners - Strata Plan 75807 in accordance with section 81 of the Strata Schemes Management Act 2015 confirm the Administration Fund contribution at \$62,700.00 per annum and that the amount of the Capital Works Fund be determined at \$47,300.00 per annum divided as per the unit entitlement of the individual Lots and payable Quarterly in advance on 1/11/2022, 1/02/2023, 1/05/2023, 1/08/2023.

**17 UPLOADING OF DOCUMENTS TO STRATA HUB**

**Resolved** that the Owners - Strata Plan 75807 Resolve to do the following:

- Delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".
- Approve the payment of the strata managers fees (additional services) under the Agency Agreement in the amount of \$165 incl GST per hour (in 6 minute increments or part thereof). At this stage, after reviewing the regulations and based on the information provided we estimate between 1-2 hours to compile and upload the information to the hub.

**18 MOTION 18 (VUE SOLAR PROPOSAL)**

**Resolved** that the owners - Strata Plan 75807 SPECIALLY RESOLVE that Prosolar install a 59kW solar power system comprising 7x 8.5kW systems each servicing one apartment for \$48,681.45 (excluding GST). The technical, financial, benefits, and apartment owners long-term operating and maintenance aspects of the project are summarised in Annexure A.

*POLL VOTE RESULTS (Unit Entitlements)*

*Total Unit Entitlement (votes) = 40*

*FOR - 40*

*AGAINST - Nil*

*ABSTAIN - Nil*

*Motion RESOLVED by Special RESOLUTION*

**MEETING CLOSED**

Jodi Troughton - Licensed Strata & Community Manager  
SMS Byron Bay/Ballina Pty Ltd T/A Strata North  
Dated: 07 November 2022

**MINUTES OF THE STRATA COMMITTEE MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** The Strata Committee of the Owners - Strata Plan 75807 was held on Friday, 14 October 2022 at Zoom Video Conferencing. The meeting commenced at the conclusion of the Annual General Meeting.

**PRESENT IN PERSON:**

1	1	Yes	J Crane
3	3	Yes	Tony Harris
5	5	Yes	Robert Hackett
6	6	Yes	R Matthew-Frederick

**CHAIRPERSON (acting):** Jodi Troughton on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**IN ATTENDANCE:** Lisa Crane

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the minutes of the last strata committee meeting be confirmed as a true and accurate account of the proceedings of that meeting.

**2 APPOINTING CONTACT POINT AND SUBSTITUTE CONTACT POINT**

**Lost** that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further THAT an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point.

**3 ELECTION OF POSITIONS**

**Resolved** that in accordance with the *Strata Schemes Management Act, 2015* the Strata Committee elect R Matthew-Frederick - Chairperson, Robert Hackett - Secretary and Jeremy Crane - Treasurer.

**4 GENERAL DISCUSSION**

**Resolved** that the strata committee list and agree to action the following maintenance and/or other business item requiring attention:

- a) Gap in fence - SN to write to Fire Brigade to see if gap in fence can be replaced. The Owners Corporation then want the developer to reinstate the fence.
- b) The 2nd addendum (internet Upgrade Proposal) to be issued via Extraordinary General Meeting at no additional charge.
- c) It was discussed that the gardens along the boundary of 18-22 may be upgraded by the Owners Corporation of 18. Strata North to investigate & advise.
- d) The barrier between lot 6 & lot 7 was discussed and Ross advised he is still working on it.
- e) It was agreed that Ross will speak with Ryan regarding some extra gardening to be carried out at the complex.
- f) It was noted that the Electricity Meters will be changed on 04/11/2022.

**MEETING CLOSED**

Jodi Troughton - Licensed Strata & Community Manager  
SMS Byron Bay/Ballina Pty Ltd T/A Strata North  
Dated: 08 November 2022

**MINUTES OF THE EXTRAORDINARY GENERAL MEETING  
THE OWNERS – STRATA PLAN 75807**

**22 Mahogany Drive, Byron Bay, NSW, 2481**

**DATE, PLACE & TIME OF MEETING:** An Extraordinary General Meeting of The Owners – Strata Plan 75807 was held on 26 May 2023 at Strata North (Via Electronic Vote), Suite 5/317 River Street, Ballina, NSW, 2478. The meeting commenced at 10:00AM.

**PRESENT IN PERSON OR BY PROXY:**

Lot # / Unit #	Attendance	Owner Name Representative
1	Electronic vote	Mr J & Mrs L Crane
3	Electronic vote	Mr A W Harris
5	Electronic vote	Robert Maxwell Hackett and Louise Catherine Hackett
6	Electronic vote	Ross Gordon Matthews-Frederick, Patrice Mary Matthews-Frederick and Simon Robert Matthews-Frederick

**CHAIRPERSON:** James Dawes on behalf of SMS Byron Bay/Ballina T/As Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the Owners - Strata Plan 75807 confirm the minutes of the last general meeting as a true and accurate account of the proceedings of that meeting.

**VOTES**

Yes : 4

No: 0

Abs: 0

Inv: 0

**2 PROPOSED AMENDMENT TO BY-LAW 16**

**Resolved** that the Owners – Strata Plan No. 75807 resolves by SPECIAL RESOLUTION pursuant to s141 of the Strata Schemes Management Act 2015 (NSW) (the Act) to amend the By-Law 16 on the terms set out below and authorises the strata manager to do all such things as may be necessary to register the amendments to the by-law in accordance with the Act.

**16. ARCHITECTURAL AND LANDSCAPE STANDARDS**

- The Owners Corporation shall adopt architectural and landscape standards which will cover amongst other things:-
  - displaying of signs;
  - colour schemes both internally and externally of the common property;
  - such other matters as may affect the aesthetic appearance of the complex and grounds;
  - security;
  - security keys;
  - phone communication and entertainment systems.
- Notwithstanding that each lot has a garden within the allotment the owner shall not plant plants in that garden which are inconsistent with the original landscaping plan approved by Byron Shire Council or as approved by the Owners Corporation. or any plant which has a mature maximum height exceeding 1500mm.
- The Owners Corporation shall be responsible to maintain all the gardens including those within the individual allotments to ensure that all gardens are kept to a suitable standard. Access for Lots 1-6 will be through the side gate to Lot 1, and then through the interconnecting garden gates. Access to Lot 7 will be through the side gate to Lot 7. Maintenance by the Owners Corporation will include ensuring that all plants are kept below a height of 2000mm. The Owners Corporation's obligations under this by-law are limited to lawn mowing, pruning to the height limit, and other activities requested by a lot owner and approved by the Strata Committee.
- The occupants of the units shall not prune lop or trim any tree on the common property.
- Notwithstanding the provisions of Byron Shire Council's Tree Preservation Order, no existing tree within any allotment that exceeds the height of three (3) metres shall be removed by the owner of any such lot without the written approval of the Owners Corporation.

6. The Owners Corporation must engage a suitable qualified person to provide a Landscape Report regarding the removal of exotic weeds from the vegetation. Such reports shall be provided on an annual basis from the date of issue of the Occupation Certificate by the Principal Certifying Authority for a period of three (3) years, and shall be submitted to Byron Shire Council and the Principal Certifying Authority, all in accordance with condition of Development Consent No. 08.

VOTES Yes : 40 No: 0 Abs: 0 Inv: 0

**MEETING CLOSED**

James Dawes – Strata & Community Manager  
Strata North

**MINUTES OF THE ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 75807 was held on Wednesday, 25 October 2023 at via Zoom Video Conferencing (Please see details below). The meeting commenced at 03:00 PM.

**PRESENT IN PERSON OR BY PROXY:**

Lot #	Unit #	Attendance	Owner Name/Representative
1	1	Yes	Mr J Crane
3	3	Yes	Mr A Harris
5	5	Yes	Mr R Hackett
6	6	Yes	Mr R Matthews-Frederick

**CHAIRPERSON (acting):** James Dawes on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the Owners - Strata Plan 75807 confirm the minutes of the last general meeting as a true and accurate account of the proceedings of that meeting.

**2 KEY FINANCIAL INFORMATION**

**Resolved** that the Owners - Strata Plan 75807 financial statements for the period ended 31/08/2023 as presented be adopted.

**3 AUDITOR**

**Lost** that the Owners - Strata Plan 75807 appoint an auditor.

**4 STRATA COMMITTEE**

- Resolved** that the nominations of the strata committee be Jeremy Crane, Anthony Harris, Robert Hackett and Ross Matthews-Frederick.
- Resolved** that the number of members of the strata committee be four.
- Resolved** that Jeremy Crane, Anthony Harris, Robert Hackett and Ross Matthews-Frederick be elected as the strata committee.
- Resolved** that the decision making powers of the strata committee be unlimited but in accordance with the Strata Schemes Management Act 2015.

**5 VALUATION**

**Lost** that the Owners - Strata Plan 75807 appoint a suitably qualified person to complete an insurance valuation to ensure the building sum insured is appropriate.

**6 INSURANCES**

**Resolved** that the Owners - Strata Plan 75807 insurances be confirmed as presented and that the Strata Committee be authorised to approve a quotation provided by the Strata Managing Agent upon renewal.

**NB: Robert expressed his disappointment with BCB in relation to the insurance renewal process.**

**7 OFFICE BEARERS LIABILITY**

**Resolved** that the Owners - Strata Plan 75807 retain Office Bearers Liability in the amount of \$1,000,000.00.

**NB: Strata North were requested to obtain a quotation to increase the Office Bearers Liability cover to \$2,000,000.00 and \$5,000,000.00 and forward to the strata committee for their consideration.**

**8 TRAINING SERVICES AND COMMISSION DISCLOSURE**

**Resolved** that the Owners - Strata Plan 75807 accept the report from the Strata Managing Agent on:-

Commissions or training services provided to or paid for in the past 12 months and an estimate of the amount or value of commissions or training services to be received in the next 12 months. Pursuant to Section 60 of the Strata Schemes Management Act 2015 the strata managing agent reports that as at the date of this notice:- Strata Report | Page 60

The strata managing agent has received commissions of \$4,432.47 excluding GST in the past 12 months, and an amount of \$5,230.31 excluding GST in commissions is expected to be received in the next 12 months.

No training services have been paid for the agent in the last 12 months and no training services are expected to be paid for the agent in the next 12 months.

**NB: there was a general discussion on insurance commissions in relation to this year's renewal.**

## 9 PEST CONTROL

**Resolved** that the Owners - Strata Plan 75807 appoint All Pest Solutions to undertake Exterra Baiting and 12 month monitoring including External General Pest Treatment at the property.

## 10 WORK, HEALTH & SAFETY INSPECTIONS

**Lost** that the Owners - Strata Plan 75807 consents to the appointment of a consultant to ensure the Strata Scheme is fully compliant in accordance with the Work Health & Safety Act, 2011 (WH & S Act) and that the Strata Committee ensure that any matters requiring attention are addressed in accordance with the safety inspection record which is to be supplied to the strata manager and held in the owners corporation files.

## 11 ANNUAL FIRE SAFETY STATEMENT

**Resolved** that the Owners - Strata Plan 75807 in accordance with the Environmental Assessment and Planning Regulations the Owners Corporation obtain an Annual Fire Safety Statement and complete the mandatory fire safety maintenance as required. The Owners Corporation agrees to assume the responsibility for all internal and external fire safety measures at the property including the repair, maintenance and replacement of those items.

**NB: The quotation from Kelso Services for hydrostatic testing of fire hydrant and sprinkler systems was approved.**

## 12 CAPITAL WORKS FUND ANALYSIS REPORT

**Lost** that the Owners - Strata Plan 75807 review the current Capital Works Fund Analysis report (formally 10yr Sinking Fund Forecast) and engage a suitably qualified consultant to review and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years.

**NB: Strata North were requested to circulate a copy of the current Capital Works Fund Analysis Report to the Strata Committee for their review.**

## 13 ASBESTOS AUDIT

**Lost** that the Owners - Strata Plan 75807 engage a competent person to identify all Asbestos Containing Materials at the property, and if necessary, maintain an Onsite Asbestos Register which is available for employees, contractors and volunteers when working onsite.

## 14 DEBT RECOVERY - PAYMENT PLANS

**Resolved** that the Owners - Strata Plan 75807 resolve pursuant to Section 85(5) of the Strata Schemes Management Act 2015 to agree to enter into payment plans for the payment of overdue levy contributions.

## 15 DEBT RECOVERY

**Resolved** that the Owners - Strata Plan 75807 resolve pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;
- b. To engage or appoint the services of Grace Lawyers to obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners - Strata Plan 75807;
- c. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## 16 LEVY CONTRIBUTIONS

**Resolved** that the Owners - Strata Plan 75807 in accordance with section 81 of the Strata Schemes Management Act 2015 confirm the Administration Fund contribution at \$99,000.00 per annum and that the amount of the Capital Works Fund be determined at \$26,400.00 per annum divided as per the unit entitlement of the individual Lots and payable Quarterly in advance on 1/11/2023, 1/02/2024, 1/05/2024, 1/08/2024.

Strata Report | Page 61

**17 ANNUAL REPORTING STRATA HUB**

**Resolved** that the Owners - Strata Plan 75807 Resolve to do the following:

- Delegate to the strata manager the function of updating the information and documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".
- Approve the payment of the strata managers fees (additional services) under the Agency Agreement in the amount of \$165 incl GST per hour (in 6 minute increments or part thereof). At this stage, we estimate this to take 1 hour to compile and update the information on the hub.

**MEETING CLOSED**

James Dawes - Licensed Strata & Community Manager  
SMS Byron Bay/Ballina Pty Ltd T/A Strata North  
Dated: 30 October 2023

**MINUTES OF THE STRATA COMMITTEE MEETING  
THE OWNERS - STRATA PLAN 75807**

**VUE, 22 Mahogany Drive, Byron Bay NSW 2481**

**DATE, PLACE & TIME OF MEETING:** The Strata Committee of the Owners - Strata Plan 75807 was held on Wednesday, 25 October 2023 via Zoom Video Conferencing. The meeting commenced at the conclusion of the Annual General Meeting.

**PRESENT IN PERSON:**

Lot #	Unit #	Attendance	Owner Name/Representative
1	1	Yes	Mr J Crane
3	3	Yes	Mr T Harris
5	5	Yes	Mr R Hackett
6	6	Yes	Mr R Matthew-Frederick

**CHAIRPERSON (acting):** James Dawes on behalf of SMS Byron Bay/Ballina Pty Ltd T/A Strata North

**Minutes of the meeting:**

**1 MINUTES**

**Resolved** that the minutes of the last strata committee meeting be confirmed as a true and accurate account of the proceedings of that meeting.

**2 APPOINTING CONTACT POINT AND SUBSTITUTE CONTACT POINT**

**Lost** that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further THAT an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point.

**3 ELECTION OF POSITIONS**

**Resolved** that in accordance with the *Strata Schemes Management Act, 2015* the Strata Committee elect Ross Matthews-Frederick - Chairperson, Robert Hackett - Secretary and Jeremy Crane - Treasurer.

**4 RATIFY WORKS**

**Resolved** that the Strata Committee ratify the following works completed throughout the last financial year that was approved by the committee via majority email circular:

- a. Tree Works & Pruning by Lennox Head Tree Care in the amount of \$6,270.00
- b. Hedge Pruning near Unit 1 by Sacred Gardens in the amount of \$1,180.30

**5 GENERAL DISCUSSION**

**Resolved** that the strata committee list and agree to action the following maintenance and/or other business item requiring attention:

- a) Subsequent to the meeting the Committee agreed to proceed on the Oasis easement issue by way of direct discussion with the Chairman of the Oasis Strata Committee. This supersedes the discussion during the prior meeting.

**MEETING CLOSED**

James Dawes - Licensed Strata & Community Manager  
SMS Byron Bay/Ballina Pty Ltd T/A Strata North  
Dated: 30 October 2023



## Body Corporate & Strata Reporting

---

38 Gatling Rd  
CANNON HILL QLD 4170  
Phone: 0419 500661  
E-mail: [bazza546@optusnet.com.au](mailto:bazza546@optusnet.com.au)

26 October 2018

The Owners  
"Vue"  
Strata Plan No. 75807  
22 Mahogany Drive  
Byron Bay NSW2481

Dear Owners

Thank you for the order to prepare your Sinking Fund Analysis for the financial year starting 2<sup>nd</sup> September 2018.

Our report recommends that your contributions can be reduced and still ensure costs associated with maintenance especially painting that is required within the next few years.

We suggest that the levies be set as shown in the report, painting quotes can then be sought and the levies can be reduced to the level shown, where the funds will be available for all future costs budgeted in the report.

This forecast should be regularly revised to incorporate changes to government legislation, age of construction of building, current maintenances quotations, and difference between actual tender quotations and allocations in the report.

Should the Body Corporate require any changes to the Statistical Analysis dissection or the manual contributions, these changes will be done at no extra cost to the Body Corporate.

Should you have any queries please don't hesitate to contact the writer.

Regards  
Body Corporate & Strata Reporting

Barry Schloss



Prepared by Barry Schloss  
*for*  
**The Owners Strata Plan No.75807**  
**Vue**

26th. October 2018



## Statistical Analysis

	26th. October 2018
Name of Body Corporate	The Owners Strata Plan No.75807
Number of Strata Plan	75807
Name For Report	Vue
Number of years for investigation	20 years
Address for Report	22 Nahogany Drive Byron Bay NSW 2481
<hr/>	
Registered Plan Date	2002
Number of Lot Entitlements	70
Number of Units	7
Rate of Inflation adapted	5.00%
Interest Rate on Investment Funds Allowed	4.00%
Taxation Rate on Invested Funds	30.00%
Interest Rate x Taxation Rate	2.80%
Estimated Capital Fund Balance	\$84,739
Start of Financial Year	2/09/2018
Present Levy per Lot Entitlement (Incl. GST)	\$392.86
Contingency for Unforeseen Expenses	12%
Forecast Period	20 years
Minimum Capital Fund Balance	\$13,800
GST Status	Registered for GST



**Body Corporate & Strata Reporting**  
**Capital Works Fund Analysis**

**Maintenance Analysis**

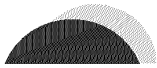
Item Description	Qty.	Unit	Rate	Item Total (incl. GST)	Due	Total Life	Inspectors qualifications
<b>EW. EXTERNAL WALLS</b>							
<i>Painting .</i>							
Repaint external walls	708	m2	20.00	14160.00	2	8	
Repaint 100 x 100 posts	5	m	16.00	80.00	2	8	
Repaint fascia & gutter	53	m	16.60	879.80	2	8	After maintenance period allow for painting
Repaint PVC downpipes	33	m	9.90	326.70	2	8	
Repaint 200 dia. Column	2	m2	9.90	19.80	2	8	After maintenance period allow for painting
Repaint timber eaves soffits	266	m2	20.00	5320.00	2	8	Insp. Note . Adjust rate to suit height
Repaint balcony soffits	79	m2	16.00	1264.00	2	8	Allow only for painting to common property side
Repaint edge of slabs	52	m	8.00	416.00	2	8	Allow only for painting to common property side
Repaint timber screens	8	m2	50.00	400.00	2	8	
Scaffolding Allowance - above 2 stories	708	m2	20.00	14160.00	2	8	Based on face sq.m. of painting
<i>Maintenance.</i>							
Maintain powdercoated handrail ( Tot. 37 Lm)	4	m	315.00	1260.00	5	12	Ongoing maintenance program - Allow 10 %
Maintain glass balustrade ( Tot. 40 Lm )	5	m	450.00	2250.00	5	10	Ongoing maintenance program - Allow 10 %
Maintain timber soffits ( Tot. 266 m2 )	52	m2	185.00	9620.00	3	8	Ongoing maintenance program - Allow 20 %
Hire of mobile scaffold or boom lift	1	Item	2500.00	2500.00	3	8	
<b>SC. PASSAGE ENTRY</b>							
<i>Repair.</i>							
Repaint walls west elevation and passage ways	317	m2	15.00	4755.00	8	8	
Repaint timber screens	4	m2	15.00	60.00	8	8	
Repaint timber doors and frames	6	No	150.00	900.00	8	8	After maintenance period allow for painting
Repaint timber slatted gate Unit 1	1	No	150.00	150.00	8	8	
Scaffolding Allowance - above 2 stories	317	m2	20.00	6340.00	8	8	Based on face sq.m. of painting
<i>Maintenance.</i>							
Maintain floor tiles (Tot. 17 m2)	2	m2	113.80	227.60	10	10	On going maintenance
Maintain doors ( Tot. 7 No.)	2	No	650.00	1300.00	5	5	Ongoing maintenance program
Maintain door hardware ( Tot. 7 No.)	2	No	450.00	900.00	5	5	Ongoing maintenance program

Capital Works Fund Analysis - Vue.xls Maintenance Analysis

Item Description	Qty.	Unit	Rate	Item Total (incl. GST)	Due	Total Life	Inspectors qualifications
<b>RF. ROOF</b>							
<i>Membrane Roofs &amp; Decks</i>							
Membrane maintenance program	60	m2	15.00	900.00	5	5	Ongoing maintenance program
<i>Metal Roof</i>							
Maintain metal roof (Tot. 1530 m2)	1530	m2	5.50	8415.00	5	10	Ongoing maintenance program
Maintain gutter (Tot. 68 lm)	14	m	42.65	597.10	5	12	Ongoing maintenance program - Allow 20 %
Maintain downpipes (Tot. 48 lm)	10	m	38.65	386.50	5	12	Ongoing maintenance program - Allow 20 %
Maintain extractor fans	1	Item	1800.00	1800.00	8	10	
Maintain T.V. Aerial	1	No	550.00	550.00	12	15	
<b>WW. WINDOWS</b>							
<i>Maintenance.</i>							
Maintain aluminium windows ( Tot. 24 m2 )	2	m2	285.00	570.00	5	10	Ongoing maintenance program - Allow 10 %
Maintain louvers ( Tot. 45 m2 )	4	m2	550.00	2200.00	5	10	Ongoing maintenance program - Allow 10 %
<b>ED. EXTERNAL DOORS</b>							
<i>Painting .</i>							
Repaint unit entry door face	6	No	145.00	870.00	8	8	Paint to common property side only
Repaint other doors	2	No	125.00	250.00	2	8	
Repaint panel lift doors	92	m2	16.00	1472.00	8	8	
<i>Maintenance.</i>							
Maintain panel lift doors ( Tot. 92 m2 )	13	m2	185.00	2405.00	5	10	
Maintain aluminium doors ( Tot. 232 m2 )	15	m2	515.00	7725.00	5	10	
<b>FT. FITMENTS</b>							
<i>Maintenance.</i>							
Maintain intercom system	1	Item	1600.00	1600.00	5	6	
Maintain letter boxes ( Tot. 8 No)	1	No	150.00	150.00	10	15	
<b>SS. SERBICES</b>							
<i>Maintenance.</i>							
Maintain hydraulic services	1	Item	3500.00	3500.00	2	4	On going maintenance
Maintain electrical services	1	Item	5000.00	5000.00	2	5	On going maintenance
Maintain landscaping services	1	Item	1500.00	1500.00	2	3	On going maintenance and upgrade
Maintain tree lopping	1	Item	3500.00	3500.00	2	2	On going maintenance
Maintain security system	1	Item	2500.00	2500.00	5	5	On going maintenance

Capital Works Fund Analysis - Vue.xls Maintenance Analysis

Item Description	Qty.	Unit	Rate	Item Total (incl. GST)	Due	Total Life	Inspectors qualifications
<b>XN. BOUNDARY WALLS, FENCING AND GATES</b>							
<i>Maintenance.</i>							
1800 paling fence (Total 81 lm - Rate 100%)	8	lm	55.00	440.00	10	15	Ongoing maintenance program - Allow 10 %
1800 high accoustic paling fence (Total 11 lm - Rate 50%)	1	lm	27.50	27.50	10	15	Ongoing maintenance program - Allow 10 %
Aluminium fence (Total 72 lm rate 50%)	7	lm	125.00	875.00	10	15	Ongoing maintenance program - Allow 10 %
Brush fencing (Total 58 lm 50%)	10	lm	100.00	1000.00	10	15	Ongoing maintenance program - Allow 10 %
Powdercoated aluminium gate 1800 wide	1	No	250.00	250.00	10	15	
Maintain 70 x 70 post ( Tot. 22 lm )	4	m	68.00	272.00	5	10	
Maintain 150 x 45 rafters ( Tot. 24 lm )	6	m	36.65	219.90	5	10	
Maintain 40 x 30 battens ( Tot. 94 lm )	15	m	10.50	157.50	5	10	
Maintain double front gate and opener	1	No	8500.00	8500.00	9	10	
Maintain tiled walkways and pation ( Tot. 125 m2 )	25	m2	125.00	3125.00	5	5	
<i>Painting .</i>							
Repair bin refuse	40	m2	16.00	640.00	8	8	
Repair 70 x 70 post	22	m	6.00	132.00	8	8	
Repair 150 x 45 rafters	24	m	8.00	192.00	8	8	
Repair 40 x 30 battens	94	m	3.00	282.00	8	8	
Repair battened gate	1	No	50.00	50.00	8	8	
Repair retaining walls	107	m2	16.00	1712.00	2	8	
<b>XL. LANDSCAPING</b>							
<i>Replacement</i>							
Garden area	1	Item	2500.00	2500.00	2	4	Upgrade and upkeep landscaped areas
<i>Maintenance.</i>							
Maintain garden bollard lights ( 6 No. )	1	No	400.00	400.00	4	10	Ongoing maintenance program
<b>XR. ROADS FOOTPATHS AND PAVED AREAS</b>							
<i>Painting .</i>							
Repair concrete ramp balustrade	62	m2	16.00	992.00	8	8	
<i>Maintenance.</i>							
Driveway maintenance program	638	m2	2.00	1276.00	1	5	High pressure chemical clean - min \$300.00
Maintain pavers (Total 41 m2)	8	m2	65.00	520.00	5	10	Ongoing maintenance program
Maintain concrete upstand kerbing (Total 47 lm)	8	lm	85.00	680.00	5	8	Ongoing maintenance program
Maintain concrete flush kerbing ( Tot. 181 m )	18	lm	45.00	810.00	5	10	Ongoing maintenance program - Allow 10 %
Maintain gully grates	1	Item	800.00	800.00	5	10	Ongoing maintenance program
Maintain signage	1	Item	1500.00	1500.00	6	6	
<i>Replacement</i>							
Repair concrete ( Tot.320 m2	32	m2	150.00	4800.00	5	5	Allow to repair cracked areas only
Bitumen repairs ( Tot. 318 m2 )	32	m2	50.00	1600.00	5	5	Incl. for only damaged areas needing repair



**Body Corporate & Strata Reporting**  
**Capital Works Fund Analysis**

**BCS**

Reporting

**Maintenance Expense Report**

Item Description	Current Cost	To Sep 2019	To Sep 2020	To Sep 2021	To Sep 2022	To Sep 2023	To Sep 2024	To Sep 2026	To Sep 2026	To Sep 2027	To Sep 2028	Next (after 10)	Value
<b>EW. EXTERNAL WALLS</b>													
<i>Painting .</i>													
Repair external walls	14160.00	-	14,158.95	-	-	-	-	-	-	-	20,919.22	Sep 2026	2.95
Repaint 100 x 100 posts	80.00	-	84.00	-	-	-	-	-	-	-	124.11	Sep 2026	2.95
Repaint fascia & gutter	879.80	-	923.79	-	-	-	-	-	-	-	1,364.86	Sep 2036	2,117.34
Repaint PVC downpipes	326.70	-	343.04	-	-	-	-	-	-	-	506.82	Sep 2036	786.24
Repaint 200 dia. Column	19.80	-	20.79	-	-	-	-	-	-	-	30.72	Sep 2036	47.65
Repaint timber eaves soffits	5,320.00	-	5,586.00	-	-	-	-	-	-	-	8,253.07	Sep 2036	12,803.21
Repaint balcony soffits	1,264.00	-	1,327.20	-	-	-	-	-	-	-	1,960.88	Sep 2036	3,041.97
Repaint edge of slabs	416.00	-	436.80	-	-	-	-	-	-	-	645.35	Sep 2036	1,001.15
Repaint timber screens	400.00	-	420.00	-	-	-	-	-	-	-	620.53	Sep 2036	962.65
Scaffolding Allowance - above 2 stories	14,160.00	-	14,868.00	-	-	-	-	-	-	-	21,966.81	Sep 2036	34,077.73
<i>Maintenance.</i>													
Maintain powdercoated handrail ( Tot. 37 Lm)	1,260.00	-	-	-	-	1,531.54	-	-	-	-	-	Sep 2035	2,887.94
Maintain glass balustrade ( Tot. 40 Lm )	2,250.00	-	-	-	-	2,734.89	-	-	-	-	-	Sep 2033	4,677.59
Maintain timber soffits ( Tot. 266 m2 )	9,620.00	-	-	10,606.05	-	-	-	-	-	-	-	Sep 2029	16,453.46
Hire of mobile scaffold or boom lift	2,500.00	-	-	2,756.25	-	-	-	-	-	-	-	Sep 2029	4,275.85
<b>SC. PASSAGE ENTRY</b>													
<i>Repaint.</i>													
Repaint walls west elevation and passage ways	4,755.00	-	-	-	-	-	-	6,690.76	-	-	-	Sep 2034	10,379.57
Repaint timber screens	60.00	-	-	-	-	-	-	84.43	-	-	-	Sep 2034	130.97
Repaint timber doors and frames	900.00	-	-	-	-	-	-	1,266.39	-	-	-	Sep 2034	1,964.59
Repaint timber slatted gate Unit 1	150.00	-	-	-	-	-	-	211.07	-	-	-	Sep 2034	327.43
Scaffolding Allowance - above 2 stories	6,340.00	-	-	-	-	-	-	8,921.02	-	-	-	Sep 2034	13,839.42
<i>Maintenance.</i>													
Maintain floor tiles (Tot. 17 m2)	227.60	-	-	-	-	-	-	-	-	-	353.08	Sep 2038	603.89
Maintain doors ( Tot. 7 No.)	1,300.00	-	-	-	-	1,580.16	-	-	-	-	2,016.73	Sep 2033	2,702.61
Maintain door hardware ( Tot. 7 No.)	900.00	-	-	-	-	1,093.96	-	-	-	-	1,396.20	Sep 2033	1,871.04

Capital Works Fund Analysis - Vue.xls Maintenance Expense Report

Item Description	Current Cost	To Sep 2019		To Sep 2020		To Sep 2021		To Sep 2022		To Sep 2023		To Sep 2024		To Sep 2025		To Sep 2026		To Sep 2027		To Sep 2028		Next (after 10)	Value
<b>RF. ROOF</b>																							
<i>Membrane Roofs</i>																							
Membrane maintenance program	900.00										1,093.96										1,396.20	Sep 2033	1,871.04
<i>Metal Roof</i>																							
Maintain metal roof (Tot.1530 m2)	8,415.00									10,228.49												Sep 2033	17,494.18
Maintain gutter (Tot. 68 lm)	597.10									725.78												Sep 2035	1,368.56
Maintain downpipes (Tot. 48 lm)	386.50									469.79												Sep 2035	885.87
Maintain extractor fans	1,800.00														2,532.78							Sep 2036	4,331.91
Maintain T.V. Aerial	550.00																					Sep 2030	987.72
<b>WW. WINDOWS</b>																							
<i>Maintenance.</i>																							
Maintain aluminium windows ( Tot. 24 m2 )	570.00									692.84												Sep 2033	1,184.99
Maintain louvers ( Tot. 45 m2 )	2,200.00									2,674.11												Sep 2033	4,573.64
<b>ED. EXTERNAL DOORS</b>																							
<i>Painting .</i>																							
Repaint unit entry door face	870.00														1,224.18							Sep 2034	1,899.10
Repaint other doors	250.00								262.50													Sep 2036	601.65
Repaint panel lift doors	1,472.00														2,071.25							Sep 2034	3,213.19
<i>Maintenance.</i>																							
Maintain panel lift doors ( Tot. 92 m2 )	2,405.00									2,923.29												Sep 2033	4,999.82
Maintain aluminium doors ( Tot. 232 m2 )	7,725.00									9,389.79												Sep 2033	16,059.72
<b>FT. FITMENTS</b>																							
<i>Maintenance.</i>																							
Maintain intercom system	1,600.00									1,944.81												Sep 2029	2,736.54
Maintain letter boxes ( Tot. 8 No)	150.00																				232.70	Sep 2043	507.95
<b>SS. SERBICES</b>																							
<i>Maintenance.</i>																							
Maintain hydraulic services	3,500.00											4,466.99										Sep 2032	6,929.76
Maintain electrical services	5,000.00												6,700.48									Sep 2030	8,979.28
Maintain landscaping services	1,500.00									1,823.26												Sep 2029	2,565.51
Maintain tree lopping	3,500.00								4,051.69													Sep 2030	6,285.50
Maintain security system	2,500.00									3,038.77												Sep 2033	5,197.32

Capital Works Fund Analysis - Vue.xls Maintenance Expense Report

Item Description	Current Cost	To Sep 2019		To Sep 2020		To Sep 2021		To Sep 2022		To Sep 2023		To Sep 2024		To Sep 2025		To Sep 2026		To Sep 2027		To Sep 2028		Next (after 10)	Value
<b>XI. BOUNDARY WALLS, FENCING AND GATES</b>																							
<i>Maintenance.</i>																							
1800 paling fence (Total 81 lm - Rate 100%)	440.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	682.58	Sep 2043	1,490.00
1800 high acoustic paling fence (Total 11 lm - Rate 50%)	27.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42.66	Sep 2043	93.12
Aluminium fence (Total 72 lm rate 50%)	875.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,357.41	Sep 2043	2,963.06
Brush fencing (Total 58 lm 50%)	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,551.33	Sep 2043	3,386.35
Powdercoated aluminium gate 1800 wide	250.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	387.83	Sep 2043	846.59
Maintain 70 x 70 post ( Tot. 22 lm )	272.00	-	-	-	-	-	-	-	-	330.62	-	-	-	-	-	-	-	-	-	-	-	Sep 2033	565.47
Maintain 150 x 45 rafters ( Tot. 24 lm )	219.90	-	-	-	-	-	-	-	-	267.29	-	-	-	-	-	-	-	-	-	-	-	Sep 2033	457.16
Maintain 40 x 30 battens ( Tot. 94 lm )	157.50	-	-	-	-	-	-	-	-	191.44	-	-	-	-	-	-	-	-	-	-	-	Sep 2033	327.43
Maintain double front gate and opener	8,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sep 2037	21,479.08
Maintain tiled walkways and pation ( Tot. 125 m2 )	3,125.00	-	-	-	-	-	-	-	-	3,798.46	-	-	-	-	-	-	-	-	-	-	4,847.90	Sep 2033	6,496.65
<i>Painting .</i>																							
Repaint bin refuse	640.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	900.54	-	-	-	-	Sep 2034	1,397.04
Repaint 70 x 70 post	132.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	185.74	-	-	-	-	Sep 2034	288.14
Repaint 150 x 45 rafters	192.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	270.16	-	-	-	-	Sep 2034	419.11
Repaint 40 x 30 battens	282.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	396.80	-	-	-	-	Sep 2034	615.57
Repaint batterned gate	50.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70.36	-	-	-	-	Sep 2034	109.14
Repaint retaining walls	1,712.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,655.87	Sep 2036	4,120.13
<b>XL. LANDSCAPING</b>																							
<i>Replacement</i>																							
Garden area	2,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,190.70	Sep 2032	4,949.83
<i>Maintenance.</i>																							
Maintain garden bollard lights ( 6 No. )	400.00	-	-	-	-	-	-	-	-	463.05	-	-	-	-	-	-	-	-	-	-	-	Sep 2032	791.97

Capital Works Fund Analysis - Vue.xls Maintenance Expense Report

Item Description	Current Cost	Sep 2019		Sep 2020		Sep 2021		Sep 2022		Sep 2023		Sep 2024		Sep 2025		Sep 2026		Sep 2027		Sep 2028		Next (after 10)	Value
		To	Cost	To	Cost	To	Cost	To	Cost	To	Cost	To	Cost	To	Cost	To	Cost	To	Cost	To	Cost		
<b>XR. ROADS FOOTPATHS AND PAVED AREAS</b>																							
<i>Painting .</i>																							
Repaint concrete ramp balustrade	992.00																1,395.84					Sep 2034	2,165.41
<i>Maintenance.</i>																							
Driveway maintenance program	1,276.00	1,276.00																				Sep 2029	2,182.39
Maintain pavers (Total 41 m2)	520.00							632.06														Sep 2033	1,081.04
Maintain concrete upstand kerbing (Total 47 lm)	680.00							826.54														Sep 2031	1,282.24
Maintain concrete flush kerbing ( Tot. 181 m )	810.00							984.56														Sep 2033	1,683.93
Maintain gully grates	800.00							972.41														Sep 2033	1,663.14
Maintain signage	1,500.00											1,914.42										Sep 2030	2,693.78
<i>Replacement</i>																							
Repair concrete ( Tot.320 m2	4,800.00							5,834.43														Sep 2033	9,978.86
Bitumen repairs ( Tot. 318 m2)	1,600.00							1,944.81														Sep 2033	3,326.29
<b>Total (Incl. GST)</b>		1,276.00	57,028.67	13,362.30	4,514.74	57,728.04	16,667.63	6,700.48	33,266.82	12,568.37	102,245.12												
<b>Contingency for Expenses (Incl. GST)</b>		153.12	6,843.44	1,603.48	641.77	6,927.36	1,880.12	804.06	3,990.82	1,507.00	12,269.41												
<b>Total Expenses (Incl. GST)</b>		1,429.12	63,872.10	14,965.78	5,056.51	64,655.40	17,547.75	7,504.54	37,247.64	14,065.38	114,514.53												



**Body Corporate & Strata Reporting**  
**Capital Works Fund Analysis**

**Annual Expense Report**

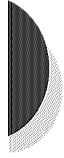
Item Description	To Sep 2019	To Sep 2020	To Sep 2021	To Sep 2022	To Sep 2023	To Sep 2024	To Sep 2025	To Sep 2026	To Sep 2027	To Sep 2028
<b>EW. EXTERNAL WALLS</b>										
Painting .	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance.	0.00	38,168.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,392.35
<b>SC. PASSAGE ENTRY</b>										
Repaint.	0.00	0.00	13,362.30	0.00	4,266.43	0.00	0.00	0.00	0.00	0.00
Maintenance.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,173.66	0.00	0.00
<b>RF. ROOF</b>										
Membrane Roofs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Metal Roof	0.00	0.00	0.00	0.00	1,093.96	0.00	0.00	2,532.78	0.00	1,396.20
<b>WW. WINDOWS</b>										
Maintenance.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>ED. EXTERNAL DOORS</b>										
Painting .	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance.	0.00	262.50	0.00	0.00	0.00	0.00	0.00	3,295.43	0.00	387.83
<b>FT. FITMENTS</b>										
Maintenance.	0.00	0.00	0.00	0.00	12,313.08	0.00	0.00	0.00	0.00	0.00
<b>SS. SERBICES</b>										
Maintenance.	0.00	0.00	0.00	0.00	1,944.81	0.00	0.00	0.00	0.00	232.70
<b>XN. BOUNDARY WALLS, FENCING AND GATES</b>										
Maintenance.	0.00	14,175.00	0.00	4,051.69	4,862.03	8,933.97	6,700.48	7,035.50	0.00	14,737.62
Painting .	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>XL. LANDSCAPING</b>										
Replacement	0.00	1,797.60	0.00	0.00	4,587.81	0.00	0.00	0.00	12,558.37	8,869.72
Maintenance.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,823.60	0.00	2,655.87
<b>XR. ROADS FOOTPATHS AND PAVED AREAS</b>										
Painting .	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance.	0.00	2,625.00	0.00	0.00	0.00	3,190.70	0.00	0.00	0.00	3,878.32
<b>XX. ROADS FOOTPATHS AND PAVED AREAS</b>										
Painting .	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,395.84	0.00	0.00
Replacement	1,276.00	0.00	0.00	0.00	3,415.57	3,542.96	0.00	0.00	0.00	0.00
<b>Total (Incl. GST)</b>	<b>1,276.00</b>	<b>57,028.67</b>	<b>13,362.30</b>	<b>4,514.74</b>	<b>57,728.04</b>	<b>15,667.63</b>	<b>6,700.48</b>	<b>33,256.82</b>	<b>12,558.37</b>	<b>102,245.12</b>
<b>Contingency for Expenses (Incl. GST)</b>	<b>153.12</b>	<b>6,843.44</b>	<b>1,603.48</b>	<b>541.77</b>	<b>6,927.36</b>	<b>1,880.12</b>	<b>804.06</b>	<b>3,990.82</b>	<b>1,507.00</b>	<b>12,269.41</b>
<b>Total Expenses (Incl. GST)</b>	<b>1,429.12</b>	<b>63,872.10</b>	<b>14,965.78</b>	<b>5,056.51</b>	<b>64,655.40</b>	<b>17,547.75</b>	<b>7,504.54</b>	<b>37,247.64</b>	<b>14,065.38</b>	<b>114,514.53</b>



**Body Corporate & Strata Reporting**  
*Capital Works Fund Analysis*

**Manually Variable Contributions**

Year	Year To	Opening Balance	Contributions (Ex. GST)	Contributions (Incl. GST)	Expenses (Incl. GST)	Expenses (Ex. GST)	Interest	Closing Balance	Contribution per Lot
1	Sep 2019	84,738.71	19,474.00	21,421.40	1,429.12	1,299.20	2,645.32	107,376.31	278.20
2	Sep 2020	107,376.31	20,447.70	22,492.47	64,666.24	58,787.49	3,292.80	68,495.34	292.11
3	Sep 2021	68,495.34	21,470.09	23,617.09	14,965.78	13,605.25	2,218.45	79,365.11	306.72
4	Sep 2022	79,365.11	22,543.59	24,797.95	5,056.51	4,596.82	2,537.83	101,644.39	322.05
5	Sep 2023	101,644.39	23,670.77	26,037.85	64,655.40	58,777.64	3,177.43	66,204.26	338.15
6	Sep 2024	66,204.26	24,854.31	27,339.74	17,547.75	15,952.50	2,201.68	78,197.93	355.06
7	Sep 2025	78,197.93	26,097.02	28,706.72	7,504.54	6,822.31	2,554.90	101,955.02	372.81
8	Sep 2026	101,955.02	27,401.87	30,142.06	37,247.64	33,861.49	3,238.37	98,087.81	391.46
9	Sep 2027	98,087.81	28,771.97	31,649.16	14,065.38	12,786.71	3,149.27	118,820.87	411.03
10	Sep 2028	118,820.87	30,210.57	33,231.62	115,687.83	105,170.76	3,749.93	40,114.59	431.58
11	Sep 2029	40,114.59	31,721.09	34,893.20	30,094.68	27,358.80	1,567.30	46,480.42	453.16
12	Sep 2030	46,480.42	33,307.15	36,637.86	20,209.37	18,372.15	1,767.75	64,676.67	475.82
13	Sep 2031	64,676.67	34,972.51	38,469.76	1,367.72	1,243.39	2,300.56	104,079.26	499.61
14	Sep 2032	104,079.26	36,721.13	40,393.24	24,075.97	21,887.24	3,428.32	123,824.85	524.59
15	Sep 2033	123,824.85	38,557.19	42,412.91	91,959.36	83,599.42	4,006.90	78,285.29	550.82
16	Sep 2034	78,285.29	40,485.05	44,533.55	50,319.04	45,744.58	2,758.78	75,258.58	578.36
17	Sep 2035	75,258.58	42,509.30	46,760.23	25,288.24	22,989.30	2,702.37	99,432.95	607.28
18	Sep 2036	99,432.95	44,634.76	49,098.24	132,943.70	120,857.91	3,409.01	18,996.50	637.64
19	Sep 2037	18,996.50	46,866.50	51,553.15	55,579.43	50,526.75	1,188.03	16,158.25	669.52
20	Sep 2038	16,158.25	49,209.83	54,130.81	57,601.61	52,365.10	1,141.37	13,828.83	703.00



**Body Corporate & Strata Reporting**  
*Capital Works Fund Analysis*

**Photographs**

Entry Driveway



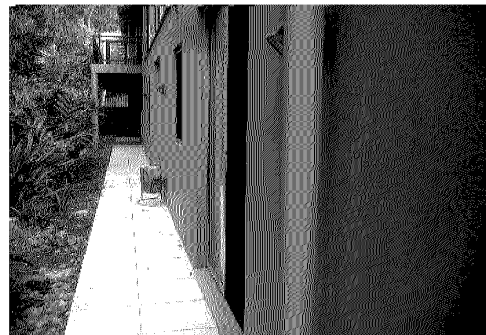
Lower West Elevation



Upper West Elevation



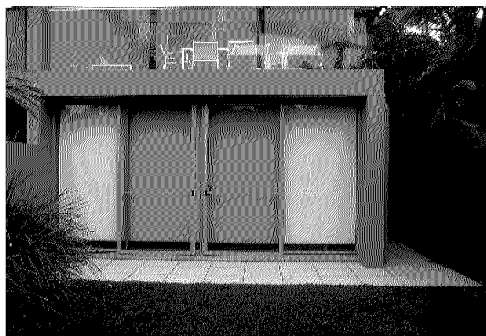
Lower South Elevation Townhouse 7



Upper South Elevation Townhouse 7



Lower East Elevation Townhouse 1



Upper East Elevation Townhouses 1,2



Lower North Elevation Townhouse 1



## STANDARD TIMBER PEST REPORT

Report number:	157714
Inspection date:	6 September 2023
Inspection time:	1133
Property address:	<b>4/22 MAHOGANY DRIVE BYRON BAY 2481</b>



## Contents

	Definitions to help you better understand this report
	Terms on which this report was prepared
	Special conditions or instructions
	The parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant items
Section E	Conclusion
Section F	Risk management options
Section G	Additional comments
Section H	Annexures to this report
Section I	Certification

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

*"Timber Pest Attack"* Timber Pest Activity and/or Timber Pest Damage.

*"Timber Pest Activity"* Telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

*"Timber Pest Damage"* Noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

*"Major Safety Hazard"* Any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

*"Conditions Conducive to Timber Pest Attack"* Noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

*"Readily Accessible Areas"* Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

*"Client"* The person or persons for whom the Timber Pest Report was carried out or their Principal (i.e. the person or persons for whom the report was being obtained).

*"Timber Pest Detection Consultant"* A person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

*"Building and Site"* The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

*"Timber Pests"* One or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- (a) *"Chemical Delignification"* - the breakdown of timber through chemical action.
- (b) *"Fungal Decay"* - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

- (c) *"Wood Borers"* - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) *"Termites"* - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

*"Tests"* Additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

*"Instrument Testing"* Where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements;
- (b) stethoscope - an instrument used to hear sounds made by termites within building elements;
- (c) probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) sounding - a technique where timber is tapped with a solid object;

*"Subterranean Termite Management Proposal"* A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.

### Terms on which this report was prepared

**SERVICE** As requested by the Client, the inspection carried out by the Timber Pest Detection Consultant ("the Consultant") was a "Standard Timber Pest Report".

**PURPOSE** The purpose of this inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

**SCOPE OF INSPECTION** This Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building & Site (see Note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

**Note.** With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

**ACCEPTANCE CRITERIA** Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

Strata Report | Page 80

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. This Report therefore cannot deal with:

- (a) possible concealment of timber pest attack, including but not limited to, timber pest attack concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent timber pest attack, including but not limited to, timber pest attack that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which this Report was based please discuss your concerns with the Consultant on receipt of this Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

## LIMITATIONS

The Client acknowledges:

1. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
6. If the inspection was limited to any particular type(s) of timber pest (e.g. subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party.

## EXCLUSIONS

The Client acknowledges that:

1. This Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice maybe the subject of a timber pest management proposal which is adequately specified.

### Special conditions or instructions

No

### The Parties

Name of Client:	Ilaria Nicorelli
Address of Client:	4/22 MAHOGANY DRIVE BYRON BAY NSW 2481
Client's email:	ilaria.nicorelli@gmail.com
Client's telephone number:	0457 336 652
Consultant's name:	Adam Nicholl
Consultant's licence number (if applicable):	
Consultant's mobile number:	0417 022 207
Company Name:	All Pest Solutions
Company address and postcode:	Molendinar QLD, Alstonville NSW, Coffs Harbour N
Company email:	admin@allpestsolutions.com.au
Company telephone number:	1300 364 509
Pre-engagement inspection Agreement number (if applicable):	

## Section A Results of inspection - summary

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

In respect of significant items:

Item 1: Evidence of active (live) termites	Was not found - see Item D1.
Item 2: Evidence of termite activity (including workings) and/or damage	was not found.
Item 3: Evidence of a possible previous termite management program	was found - see Item D4.
Item 4: The next inspection to help detect any future termite attack is recommended	12 Months.
Item 5: Evidence of chemical delignification damage	
Item 6: Evidence of fungal decay activity and/or damage	was not found.
Item 7: Evidence of wood borer activity and/or damage	None visible at the time of the inspection
Item 8: Evidence of conditions conducive to timber pest attack	was not visible at the time of the inspection.
Item 9: Evidence of major safety hazards	No
Item 10: Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber pest attack and conditions conducive to timber pest attack was considered:	Low - see Section C.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost. For further information or advice see Section C "Accessibility".

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section F.

## Section B General

### General description of the property

Building type:	Townhouse
Number of storeys:	Two Storey
Main building - floor construction:	Slab floor (infill)
Main building - wall construction:	Brick veneer
Main building - roof construction	Timber framed
Other (timber) building elements:	Internal timber joinery, Floorboards
Occupancy status:	Occupied and, furnished
Orientation (to establish the way the property was viewed):	east

Prevailing weather conditions at the time of inspection:	Dry
--	-----

## Section C Accessibility

### Areas inspected

The inspection covered the following Readily Accessible Areas of the Building and Site:	Building interior, Building exterior, The Site
---	--

### Areas not inspected

The inspection did not include areas which were not readily accessible, inaccessible or obstructed at the time of inspection. See also Clause A.1 - Limitation No. 2.

### Strata or company title properties

Was the inspection of a strata or company title property (e.g. a home unit or townhouse)?	Yes
---	-----

Was the inspection limited to assessing the interior and immediate exterior of a particular unit?	Yes
---	-----

The inspection was limited to assessing the interior and immediate exterior of the unit.

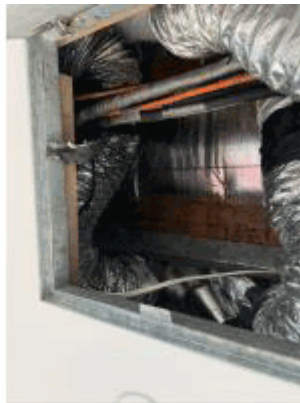
NOTE. Unless the common property is also inspected, this report is confined to the interior and immediate exterior of a unit dwelling only. This may be of limited value to the Client as It does not provide any authority that the unit and its associated premises is free from past, current and observable timber pest risks within the limits otherwise set out in this report.

In addition, the Client may have additional liability for Timber Pest Attack in the common property. This additional liability can only be addressed through the undertaking of a Special-Purpose Inspection Report Which is adequately specified.

### Obstructions

Building Interior:	Building Interior , Floor coverings , Wall linings , Furniture , Stored articles
Building Exterior:	Building Exterior , Other Joined townhouse Strata Report   Page 85

Roof Exterior:	Roof Exterior , Roofing
Roof Space:	Roof Space , Thermal insulation , A/C ducting
Subfloor Space:	Subfloor Space , Not applicable
Outbuildings:	Outbuildings , Not applicable
Site:	Site , Not applicable
Additional Comments:	



### Inaccessible areas

Were there any normally accessible areas that did not permit entry?	No
---	----

### Undetected timber pest risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber	Low
--	-----

A further inspection is strongly recommended of areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items, foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

## Section D Significant items

The following items were reported on in accordance with the Scope of Inspection.

## Timber pest attack

Evidence of timber pest activity and/or timber pest damage:

### D1 Active (live) termites

Were live termites found?	No, none visible at the time time of the inspection.
Was a termite nest found?	No (None visible at the time of the inspection )
Have any specimens been collected for the purpose of positive identification?	Not Applicable
The genus or species has been positively identified as	Not applicable
Details (include location of live termites found and any recommendation for further expert advice):	Not applicable

### D2 Subterranean termite management proposal

A proposal in accordance with Australian Standard AS 3660.2 to treat a known infestation and/or help manage the risk of concealed subterranean termite access to buildings and structures.

Is a Subterranean Termite Management Proposal recommended?	No There is already one in place
Is this Consultant engaged to provide a management proposal?	No

**NOTE 1.** If “Yes”, in addition to this inspection report, a full written Subterranean Termite Management Proposal in accordance with Australian Standard AS 3660.2 must be delivered to the Client. See also Clause A.1 - Exclusion No.1.

**NOTE 2.** If this Consultant is not providing a management proposal, but a proposal is recommended above, then the Client should contact a licensed pest control operator in respect to obtaining a proposal without delay.

Additional Comments:

D3 Termite workings and/or damage

Was evidence of termite workings or damage found?	No, not visible at the time of the inspection
---	---

The extent of any visible damage appears:	Not Applicable
---	----------------

Details - indicate the location of all accessible timbers and other materials showing signs of attack, and a description of any termite workings found:	Not applicable
---	----------------

**RECOMMENDATION** Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed and practicing building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work. See also Item 3.1.5 ‘Frequency of Future Inspections’ recommendation.

D4 Previous termite management program

Was evidence of a possible previous termite management program found?	Yes
---	-----

**NOTE 1.** If “Yes” provide details and the location of the possible previous termite management program below (including the location of any ‘Termite Treatment Notice’ affixed at the entrance to a crawl space or some other place where it was protected from damage, e.g. in the case of a slab-on-ground construction, in an external electrical meter box).

Details:	Monitoring Stations located  Strata Report   Page 88
----------	--

## D5 Frequency of future inspections

Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

The next inspection to help detect termite attack is recommended in:	12 Months.
--	------------

## D6 Chemical delignification

Was evidence of Chemical Delignification found?	No, not visible at the time of the inspection.
---	--

The extent of any visible damage appears:	No, not visible at the time of the inspection.
---	--

Details (include the location and any recommendation for further expert advice):	Not applicable Not applicable
--	----------------------------------

## D7 Fungal decay

Was evidence of Fungal Decay found?	No - 12 monthly inspections recommended.
-------------------------------------	--

The condition of the timber appears:	Not applicable
--------------------------------------	----------------

The extent of any visible damage appears:	Not applicable
---	----------------

Details (include the location and any recommendation for further expert advice):	Not applicable Not applicable
--	----------------------------------

## D8 Wood borers

Was evidence of Wood Borers found?	None visible at the time of the inspection - 12 monthly inspections recommended
------------------------------------	---

The Wood Borer is believed to be:	Not Applicable
-----------------------------------	----------------

The extent of any visible damage appears:	Not Applicable
---	----------------

Details (include the location and any recommendation for further expert advice):	Not applicable Not applicable
--	----------------------------------

## Conditions conducive to timber pest attack

The Consultant sought evidence of noticeable building deficiencies or environmental factors that may contribute to the presence of timber pests. In respect of moisture management issues, the inspection included the potential for or presence of water or dampness in unintended locations.

## D9 Lack of adequate subfloor ventilation

Was evidence of a lack of adequate ventilation found?	No
---	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable
---	----------------

## D10 The presence of excessive moisture

Excessive moisture exists where building elements, soil or areas close thereby hold enough moisture to attract or support termite colony development, fungal growth and wood-decay.

Was evidence of the presence of excessive moisture found?	No
---	----

Were high moisture readings obtained using a moisture meter?	No
--	----

Was evidence of mould growth found?	No
-------------------------------------	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed plumbing contractor)	Not applicable Not applicable
--	----------------------------------

*MOULD RECOMMENDATION Where evidence of mould growth was noted above, there may be environmental, biological or health issues associated with this report. Any questions concerning such issues due to the presence of mould, the release of mould spores or concerning indoor air quality should be immediately directed to an appropriately qualified inspector.*

#### D11 Bridging or breaching of termite management systems and inspection

'Bridging' is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. 'Breaching' is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

Was the finished ground or paving level above the adjacent internal floor level or damp-proof-course or obstructing any weephole or vent face on external walls?	No
--	----

Was evidence of bridging or breaching found?	No
--	----

Include any visible evidence of bridging or breaching or slab edges obstructed by:	Not applicable
--	----------------

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable Not applicable
---	----------------------------------

#### D12 Untreated or non-durable timber used in a hazardous environment

This condition may include, but is not limited to, earth-wood or damp masonry-wood contact.

Was evidence of untreated or non-durable timber used in a hazardous environment found?	No
--	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable Not applicable
---	----------------------------------

### D13 Other conditions conducive to timber pest attack

For example: evidence of non-existent or defective termite shields installed to isolate piers; storage of timber and stored goods under/adjacent to the building; tree stumps and vegetation in subfloor spaces; cracks in concrete slabs or foundations; defective flashings, downpipes and guttering; absent or ineffective moisture barriers; poor subfloor drainage; water entry points; etc.

Was evidence of any other condition conducive to timber pest attack found?	No
--	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable
---	----------------

### Major safety hazards

The Consultant sought evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard. For example, evidence of the imminent collapse of a structural member and other building elements made unsafe by timber pest attack.

### D14 Major safety hazards

Was evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard observed:	No
--	----

Details - including the location and any recommendations for further expert advice e.g. from a licensed building contractor:	Not applicable Not applicable
--	----------------------------------

## Section E Conclusion

The following Timber Pest remediation actions are recommended:

Action 1:	<b>No treatment of Timber Pest Attack is required.</b>
Action 2:	<b>In addition to this Report a written subterranean termite management proposal to help manage the risk of future subterranean termite access to buildings and structures is Not applicable</b>
Action 3:	<b>No removal of Conditions Conducive to Timber Pest Attack is necessary.</b>
Action 4:	<b>Due to the susceptibility of the property to sustaining Timber Pest Attack the next inspection is recommended in 12 Months</b>

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

## Section F Risk management options

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this Report. The Client should further investigate any high risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

It is recommended that the client act on the following advice to further protect their investment against timber pest infestation:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high or the building type is susceptible to attack. To further reduce the risk of subterranean termite attack, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical management system. However, AS 3660 stresses that subterranean termites can bridge or breach management systems and inspection zones and that thorough regular inspections of the building are necessary.

If the Client has any queries or concerns regarding this Report, or the Client requires further information on a risk management program, please do not hesitate to contact the person who carried out this Inspection.

### Section G Additional comments

The following additional comments are noted:	Not applicable
--	----------------

### Section H Annexures to this report

The following annexures are include in this report:	
---	--

### Section I Certification

This document certifies that the property described in this Report has been inspected by the Timber Pest Detection Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbook Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Authorised Signatory:



Name of Technician:	Adam Nicholl
Date of Issue:	06/09/2023



**ALL PEST SOLUTIONS**

P: 1300 364 509

W: [www.allpestsolutions.com.au](http://www.allpestsolutions.com.au)

PO Box 155 ALSTONVILLE NSW 2477 ABN: 68 151 423 442

**YOUR PEST & TERMITE SPECIALISTS** Port Macquarie - Coffs Harbour - Northern Rivers - Tweed Coast - Gold Coast

## STANDARD TIMBER PEST REPORT

Report number:	164575
Inspection date:	27 November 2023
Inspection time:	
Property address:	<b>22 Mahogany Drive 'VUE'</b> <b>BYRON BAY 2481</b>

## Contents

	Definitions to help you better understand this report
	Terms on which this report was prepared
	Special conditions or instructions
	The parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant items
Section E	Conclusion
Section F	Risk management options
Section G	Additional comments
Section H	Annexures to this report
Section I	Certification

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

## Definitions to help you better understand this report

**"Timber Pest Attack"** Timber Pest Activity and/or Timber Pest Damage.

**"Timber Pest Activity"** Telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

**"Timber Pest Damage"** Noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

**"Major Safety Hazard"** Any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

**"Conditions Conducive to Timber Pest Attack"** Noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

**"Readily Accessible Areas"** Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

**"Client"** The person or persons for whom the Timber Pest Report was carried out or their Principal (i.e. the person or persons for whom the report was being obtained).

**"Timber Pest Detection Consultant"** A person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

**"Building and Site"** The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

**"Timber Pests"** One or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- (a) **"Chemical Delignification"** - the breakdown of timber through chemical action.
- (b) **"Fungal Decay"** - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

- (c) **"Wood Borers"** - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) **"Termites"** - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

**"Tests"** Additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

**"Instrument Testing"** Where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements;
- (b) stethoscope - an instrument used to hear sounds made by termites within building elements;
- (c) probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) sounding - a technique where timber is tapped with a solid object;

**"Subterranean Termite Management Proposal"** A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.

### Terms on which this report was prepared

**SERVICE** As requested by the Client, the inspection carried out by the Timber Pest Detection Consultant ("the Consultant") was a "Standard Timber Pest Report".

**PURPOSE** The purpose of this inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

**SCOPE OF INSPECTION** This Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building & Site (see Note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

**Note.** With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

**ACCEPTANCE CRITERIA** Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

Strata Report | Page 99

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. This Report therefore cannot deal with:

- (a) possible concealment of timber pest attack, including but not limited to, timber pest attack concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent timber pest attack, including but not limited to, timber pest attack that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which this Report was based please discuss your concerns with the Consultant on receipt of this Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

## LIMITATIONS

The Client acknowledges:

1. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
6. If the inspection was limited to any particular type(s) of timber pest (e.g. subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. This Report has been produced for the use of the Client. The Consultant, their firm or company are not liable for any reliance placed on this report by any third party.

## EXCLUSIONS

The Client acknowledges that:

1. This Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice maybe the subject of a timber pest management proposal which is adequately specified.

## Special conditions or instructions

No

## The Parties

Name of Client:	c/- Strata North
Address of Client:	Po Box 889 Ballina NSW 2478
Client's email:	invoices@stratanorth.com.au
Client's telephone number:	66814944
Consultant's name:	Jeff Crouch
Consultant's licence number (if applicable):	5088161
Consultant's mobile number:	0414 811 036
Company Name:	All Pest Solutions
Company address and postcode:	Molendinar QLD, Alstonville NSW, Coffs Harbour N
Company email:	admin@allpestsolutions.com.au
Company telephone number:	1300 364 509
Pre-engagement inspection Agreement number (if applicable):	

## Section A Results of inspection - summary

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

In respect of significant items:

Item 1: Evidence of active (live) termites	was found - see Item D1.
Item 2: Evidence of termite activity (including workings) and/or damage	and/or damage was found - see Item D3.
Item 3: Evidence of a possible previous termite management program	was found - see Item D4.
Item 4: The next inspection to help detect any future termite attack is recommended	12 Months.
Item 5: Evidence of chemical delignification damage	
Item 6: Evidence of fungal decay activity and/or damage	was not found.
Item 7: Evidence of wood borer activity and/or damage	None visible at the time of the inspection
Item 8: Evidence of conditions conducive to timber pest attack	was visible at the time of the inspection. See Items D9 - D13. very high activity area
Item 9: Evidence of major safety hazards	No
Item 10: Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber pest attack and conditions conducive to timber pest attack was considered:	Low - see Section C.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost. For further information or advice see Section C "Accessibility".

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section F.

## Section B General

### General description of the property

Building type:	Unit
Number of storeys:	Two Storey
Main building - floor construction:	Suspended slab, Slab on ground
Main building - wall construction:	Brick veneer
Main building - roof construction	Timber framed
Other (timber) building elements:	Internal timber joinery
Occupancy status:	Occupied and, furnished
Orientation (to establish the way the property was viewed):	west

Prevailing weather conditions at the time of inspection:	Dry
--	-----

## Section C Accessibility

### Areas inspected

The inspection covered the following Readily Accessible Areas of the Building and Site:	Building interior, Building exterior, Roof space, The Site
---	--

### Areas not inspected

The inspection did not include areas which were not readily accessible, inaccessible or obstructed at the time of inspection. See also Clause A.1 - Limitation No. 2.

### Strata or company title properties

Was the inspection of a strata or company title property (e.g. a home unit or townhouse)?	Yes
---	-----

Was the inspection limited to assessing the interior and immediate exterior of a particular unit?	Yes
---	-----

The inspection was limited to assessing the interior and immediate exterior of the unit.

NOTE. Unless the common property is also inspected, this report is confined to the interior and immediate exterior of a unit dwelling only. This may be of limited value to the Client as It does not provide any authority that the unit and its associated premises is free from past, current and observable timber pest risks within the limits otherwise set out in this report.

In addition, the Client may have additional liability for Timber Pest Attack in the common property. This additional liability can only be addressed through the undertaking of a Special-Purpose Inspection Report Which is adequately specified.

### Obstructions

Building Interior:	Building Interior , Floor coverings , Wall linings , Furniture , Stored articles
Building Exterior:	Strata Report   Page 104

Roof Exterior:	
Roof Space:	Roof Space , Sarking , Thermal insulation
Subfloor Space:	
Outbuildings:	
Site:	
Additional Comments:	

### Inaccessible areas

Were there any normally accessible areas that did not permit entry?	Yes under unit 7
---	------------------

### Undetected timber pest risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber	Low
--	-----

A further inspection is strongly recommended of areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items, foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

## Section D Significant items

The following items were reported on in accordance with the Scope of Inspection.

### Timber pest attack

Evidence of timber pest activity and/or timber pest damage:

D1 Active (live) termites

Strata Report | Page 105

Were live termites found?	Yes
---------------------------	-----

Was a termite nest found?	No
---------------------------	----

Have any specimens been collected for the purpose of positive identification?	No
---	----

The genus or species has been positively identified as	Undetermined (explain below)
--	------------------------------

Details (include location of live termites found and any recommendation for further expert advice):	Not applicable
---	----------------

## D2 Subterranean termite management proposal

A proposal in accordance with Australian Standard AS 3660.2 to treat a known infestation and/or help manage the risk of concealed subterranean termite access to buildings and structures.

Is a Subterranean Termite Management Proposal recommended?	Not applicable
--	----------------

Is this Consultant engaged to provide a management proposal?	Not Applicable
--	----------------

**NOTE 1.** *If “Yes”, in addition to this inspection report, a full written Subterranean Termite Management Proposal in accordance with Australian Standard AS 3660.2 must be delivered to the Client. See also Clause A.1 - Exclusion No.1.*

**NOTE 2.** *If this Consultant is not providing a management proposal, but a proposal is recommended above, then the Client should contact a licensed pest control operator in respect to obtaining a proposal without delay.*

Additional Comments:

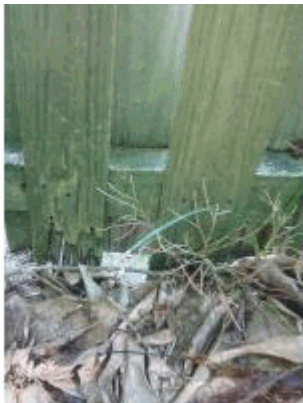
## D3 Termite workings and/or damage

Was evidence of termite workings or damage found?	Yes
---	-----

Strata Report | Page 106

The extent of any visible damage appears:	Widespread - see Details and Recommendation below
---	---

Details - indicate the location of all accessible timbers and other materials showing signs of attack, and a description of any termite workings found:	Grounds stumps and fence along drive way
---	--



**RECOMMENDATION** Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed and practicing building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work. See also Item 3.1.5 'Frequency of Future Inspections' recommendation.

D4 Previous termite management program

Was evidence of a possible previous termite management program found?	Yes
---	-----

**NOTE 1.** If "Yes" provide details and the location of the possible previous termite management program below (including the location of any 'Termite Treatment Notice' affixed at the entrance to a crawl space or some other place where it was protected from damage, e.g. in the case of a slab-on-ground construction, in an external electrical meter box).

Details:	Monitoring Stations located
----------	-----------------------------

D5 Frequency of future inspections

Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

The next inspection to help detect termite attack is recommended in:	12 Months.
--	------------

#### D6 Chemical delignification

Was evidence of Chemical Delignification found?	No, not visible at the time of the inspection.
---	--

The extent of any visible damage appears:	No, not visible at the time of the inspection.
---	--

Details (include the location and any recommendation for further expert advice):	Not applicable Not applicable
--	----------------------------------

#### D7 Fungal decay

Was evidence of Fungal Decay found?	No - 12 monthly inspections recommended.
-------------------------------------	--

The condition of the timber appears:	Not applicable
--------------------------------------	----------------

The extent of any visible damage appears:	Not applicable
---	----------------

Details (include the location and any recommendation for further expert advice):	Not applicable Not applicable
--	----------------------------------

#### D8 Wood borers

Was evidence of Wood Borers found?	None visible at the time of the inspection - 12 monthly inspections recommended
------------------------------------	---

The Wood Borer is believed to be:	
-----------------------------------	--

The extent of any visible damage appears:	
---	--

Details (include the location and any recommendation for further expert advice):	
--	--

### Conditions conducive to timber pest attack

The Consultant sought evidence of noticeable building deficiencies or environmental factors that may contribute to the presence of timber pests. In respect of moisture management issues, the inspection included the potential for or presence of water or dampness in unintended locations.

#### D9 Lack of adequate subfloor ventilation

Was evidence of a lack of adequate ventilation found?	No
---	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	
---	--

#### D10 The presence of excessive moisture

Excessive moisture exists where building elements, soil or areas close thereby hold enough moisture to attract or support termite colony development, fungal growth and wood-decay.

Was evidence of the presence of excessive moisture found?	No
---	----

Were high moisture readings obtained using a moisture meter?	No
--	----

Was evidence of mould growth found?	No
-------------------------------------	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed plumbing contractor)	
--	--

**MOULD RECOMMENDATION** Where evidence of mould growth was noted above, there may be environmental, biological or health issues associated with this report. Any questions concerning such issues due to the presence of mould, the release of mould spores or concerning indoor air quality should be immediately directed to an appropriately qualified inspector.

### D11 Bridging or breaching of termite management systems and inspection

'Bridging' is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. 'Breaching' is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

Was the finished ground or paving level above the adjacent internal floor level or damp-proof-course or obstructing any weephole or vent face on external walls?	No
--	----

Was evidence of bridging or breaching found?	No
--	----

Include any visible evidence of bridging or breaching or slab edges obstructed by:	
--	--

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable Not applicable
---	----------------------------------

### D12 Untreated or non-durable timber used in a hazardous environment

This condition may include, but is not limited to, earth-wood or damp masonry-wood contact.

Was evidence of untreated or non-durable timber used in a hazardous environment found?	No	Strata Report   Page 110
--	----	--------------------------

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	
---	--

### D13 Other conditions conducive to timber pest attack

For example: evidence of non-existent or defective termite shields installed to isolate piers; storage of timber and stored goods under/adjacent to the building; tree stumps and vegetation in subfloor spaces; cracks in concrete slabs or foundations; defective flashings, downpipes and guttering; absent or ineffective moisture barriers; poor subfloor drainage; water entry points; etc.

Was evidence of any other condition conducive to timber pest attack found?	No
--	----

Details (include the location and any recommendation for further expert advice e.g. from a licensed a building contractor):	Not applicable
---	----------------

### Major safety hazards

The Consultant sought evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard. For example, evidence of the imminent collapse of a structural member and other building elements made unsafe by timber pest attack.

### D14 Major safety hazards

Was evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard observed:	No
--	----

Details - including the location and any recommendations for further expert advice e.g. from a licensed building contractor:	
--	--

## Section E Conclusion

The following Timber Pest remediation actions are recommended:

Strata Report | Page 111

Action 1:	<b>Additional comments: activity station 7 treatment of Timber Pest Attack is required.</b>
Action 2:	<b>In addition to this Report a written subterranean termite management proposal to help manage the risk of future subterranean termite access to buildings and structures is Not applicable</b>
Action 3:	<b>No removal of Conditions Conducive to Timber Pest Attack is necessary.</b>
Action 4:	<b>Due to the susceptibility of the property to sustaining Timber Pest Attack the next inspection is recommended in 12 Months</b>

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

## Section F Risk management options

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this Report. The Client should further investigate any high risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

It is recommended that the client act on the following advice to further protect their investment against timber pest infestation:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high or the building type is susceptible to attack. To further reduce the risk of subterranean termite attack, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical management system. However, AS 3660 stresses that subterranean termites can bridge or breach management systems and inspection zones and that thorough regular inspections of the building are necessary.

If the Client has any queries or concerns regarding this Report, or the Client requires further information on a risk management program, please do not hesitate to contact the person who carried out this Inspection.

## Section G Additional comments

The following additional comments are noted:	
--	--


## Section H Annexures to this report

The following annexures are include in this report:	
---	--

## Section I Certification

This document certifies that the property described in this Report has been inspected by the Timber Pest Detection Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbook Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Authorised Signatory:



Name of Technician:	Jeff Crouch
Date of Issue:	27/11/2023



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006115122</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	31/10/2023 to 31/10/2024 at 4:00pm
<b>The Insured</b>	THE OWNERS - STRATA PLAN 75807
<b>Situation</b>	22 MAHOGANY DRIVE BYRON BAY NSW 2481

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$13,163,850  
Common Area Contents: \$131,639  
Loss of Rent & Temporary Accommodation (total payable): \$1,974,577

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

Sum Insured: \$2,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$1,974,577  
Extended Cover - Loss of Rent & Temporary Accommodation: \$296,186  
Escalation in Cost of Temporary Accommodation: \$98,728  
Cost of Removal, Storage and Evacuation: \$98,728

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

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

06/11/2023

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