

**PROPERTY ADDRESS**

LOT 27 | 21-31 POINCIANA STREET, HOLLOWAYS BEACH QLD 4878

# SELLER DISCLOSURE & BODY CORPORATE REPORTS



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# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING** – You must be given this statement before you sign the contract for the sale of the property.

## This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller BROOKE MELISSA CARUANA

Property address 27/21-31 POINCIANA STREET  
(referred to as the  
“property” in this  
statement) HOLLOWAYS BEACH QLD 4878

Lot on plan description LOT 27 ON BUP70363 (TITLE REFERENCE: 21252219)

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:  
 **Yes** *If Yes, refer to Part 6 of this statement for additional information*  
 **No** *If No, please disregard Part 6 of this statement as it does not need to be completed*

## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

### Title details

#### The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.  **Yes**

A copy of the plan of survey registered for the property.  **Yes**

<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease: 25/11/2025 - 24/05/2026</li> <li>» the amount of rent and bond payable: \$550.00 PER WEEK (BOND: \$2,200.00)</li> <li>» whether the lease has an option to renew: NO</li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Details of Statutory Encumbrances can be found in the attached extract of results and plans showing each encumbrance from the BYDA (Before You Dig Australia) report undertaken for this property. The BYDA report has returned results for: Cairns Regional Council, Ergon QLD, NBN Co Qld, Telstra QLD Regional.</p>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 17/11/2025</p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

<b>Zoning</b>	The zoning of the property is ( <i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i> ):  MEDIUM DENSITY RESIDENTIAL		
<b>Transport proposals and resumptions</b>	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<b>The following notices are, or have been, given:</b>		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Trees</b>	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		
<b>Heritage</b>	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Flooding</b>	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.		
<b>Vegetation, habitats and protected plants</b>	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

### Rates

#### Whichever of the following applies—

The total amount payable\* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: \$1,633.45

Date Range: 01/01/2026 - 30/06/2026

OR

The property is currently a rates exempt lot.\*\*

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

### Water

#### Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice\* is:

Amount:

Date Range: REFER TO ANNEXURE

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

## Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

**For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

<b>Body Corporate and Community Management Act 1997</b>	<p><b>The property is included in a community titles scheme.</b> <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>  <i>(If Yes, complete the information below)</i></p>
<b>Community Management Statement</b>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> <b>Yes</b></p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>
<b>Building Units and Group Titles Act 1980</b>	<p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>  <i>(If Yes, complete the information below)</i></p>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

# Signatures – SELLER

Signed by:  
*Brooke Caruana*  
E5AD659480881DFD

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
BROOKE MELISSA CARUANA

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
13/02/2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Signatures – BUYER

**By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.**

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ANNEXURE – WATER**

The current lot owner has indicated that they have never received a Cairns Regional Council water bill and the water usage is included in the Body Corporate Fees.

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 21252219	<b>Search Date:</b> 06/02/2026 15:08
<b>Date Title Created:</b> 27/07/1984	<b>Request No:</b> 54966921
<b>Previous Title:</b> 21220100	

### ESTATE AND LAND

Estate in Fee Simple

LOT 27 BUILDING UNIT PLAN 70363

Local Government: CAIRNS

COMMUNITY MANAGEMENT STATEMENT 1257

### REGISTERED OWNER

Dealing No: 722219101 09/01/2023

BROOKE MELISSA CARUANA

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 20091199 (POR 72V)
2. MORTGAGE No 722219102 09/01/2023 at 15:06  
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(FORM 1)

Regulation 8 (1)

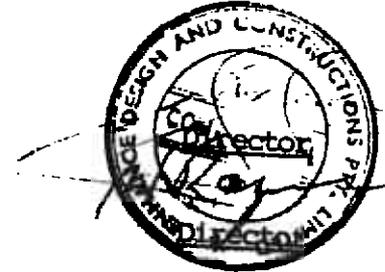
Sheet No. 1 of 11 Sheets

Building: 21 - 31 Poinciana Street, ~~HOLLOWAY BEACH~~  
*Q.L.*

ITS PLAN NO: 363

of Registered Proprietors:

Common Seal of Enhance Design and  
Constructions Pty. <sup>Limited</sup> Ltd. was hereunto affixed  
in the presence of the Directors in the presence  
of RY KEANE and WILLIAM GEORGE HENRY RODGERS



Registered Proprietors: Enhance Design and Constructions Pty. <sup>Limited</sup> Ltd.

111 Lake Street, Cairns, Qld. 4870

*at.*  
Title: Volume 11220 Folio 100

of Parcel: Lot 1 on Registered Plan 37830

areas

withfield

of Corporate: The Proprietors *at.*  
21 - 31 Poinciana Street Building Units Plan No. 363

ITS PLAN NO: 363

to which documents may be served: Letter Box No. 36  
21 - 31 Poinciana Street  
HOLLOWAY BEACH, QLD. 4871

ITS PLAN NO: 363

Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

(Form 2)

Regulation 8 (1)

Sheet No. 3 of 11 Sheets

BUILDING UNITS PLAN NO: **363**

ASHLEY BALDERSON, of 152 Grafton Street, Cairns, Licensed Surveyor  
registered under the Surveyors Act 1977 - 1981 hereby certify that the  
building shown on the building units plan to which this certificate is  
issued is within the external surface boundaries of the parcel of the  
subject of the said plan.

Done this 10th day of May 1984.

*Ashley Balderston*  
LICENSED SURVEYOR

Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(FORM 3)

Regulation 8 (1)

Sheet No. 4 of 11 Sheets

UNITS PLAN NO: 363

CERTIFICATE OF LOCAL AUTHORITY

of the Shire of Mulgrave hereby certifies that the proposed subdivision  
lots and common property as illustrated in the above mentioned plan has  
approved by the Council of the Shire of Mulgrave and that all the requirements  
Local Government Act 1936 - 1981 as modified by the Building Units and  
Titles Act 1980 have been complied with in regard to the subdivision.

is *4th* day of *JUNE*, 1984.

SEAL:

*J. Pyne.*  
CHAIRMAN

Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(FORM 6)

Regulation 8 (1)

Sheet No. 5 of 11 Sheets

ITS PLAN NO: 363

**Bernard KUBLI** of **COOK HIGHWAY, SMITHFIELD**

is a person who is an architect within the meaning of the Architects Act 1962 - 1971

~~is a surveyor appointed by the Council of the Shire of Mulgrave~~

~~is an inspector appointed by the Council of the Shire of Mulgrave~~

and certify that the building shown on the building units plan to which this is annexed has been substantially completed in accordance with plans and specifications approved by the Council of the Shire of Mulgrave.

29<sup>th</sup> day of May, 1984.

*Peter B. Kubli*

Architect/~~Building Surveyor/Building Inspector~~

Building Units and Group Titles Act 1980  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (FORM 8)

Regulation 8 (1)  
 Sheet No. 6 of 11

BUILDING UNITS PLAN NO: **363**

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO CURRENT CERTIFICATES OF TITLE

LOT NO	LEVEL	ENTITLEMENT	CURRENT CERTIFICATES OF TITLE	
			VOLUME	FOLIO
1	A	1	N1252	193
2	A	1		194
3	A	1		195
4	A & B	1		196
5	A & B	1		197
6	A & B	1		198
7	A	1		199
8	A	1		200
9	A & B	1		201
10	A & B	1		202
11	A	1		203
12	A	1		204
13	A	1		205
14	A & B	1		206
15	A & B	1		207
16	A	1		208
17	A	1		209
18	A	1		210
19	A	1		211
20	A	1		212
21	A & B	1		213
22	A & B	1		214
23	A	1		215
24	A	1		216
25	A	1		217
26	A	1		218
27	A	1		219
28	A & B	1		220

Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

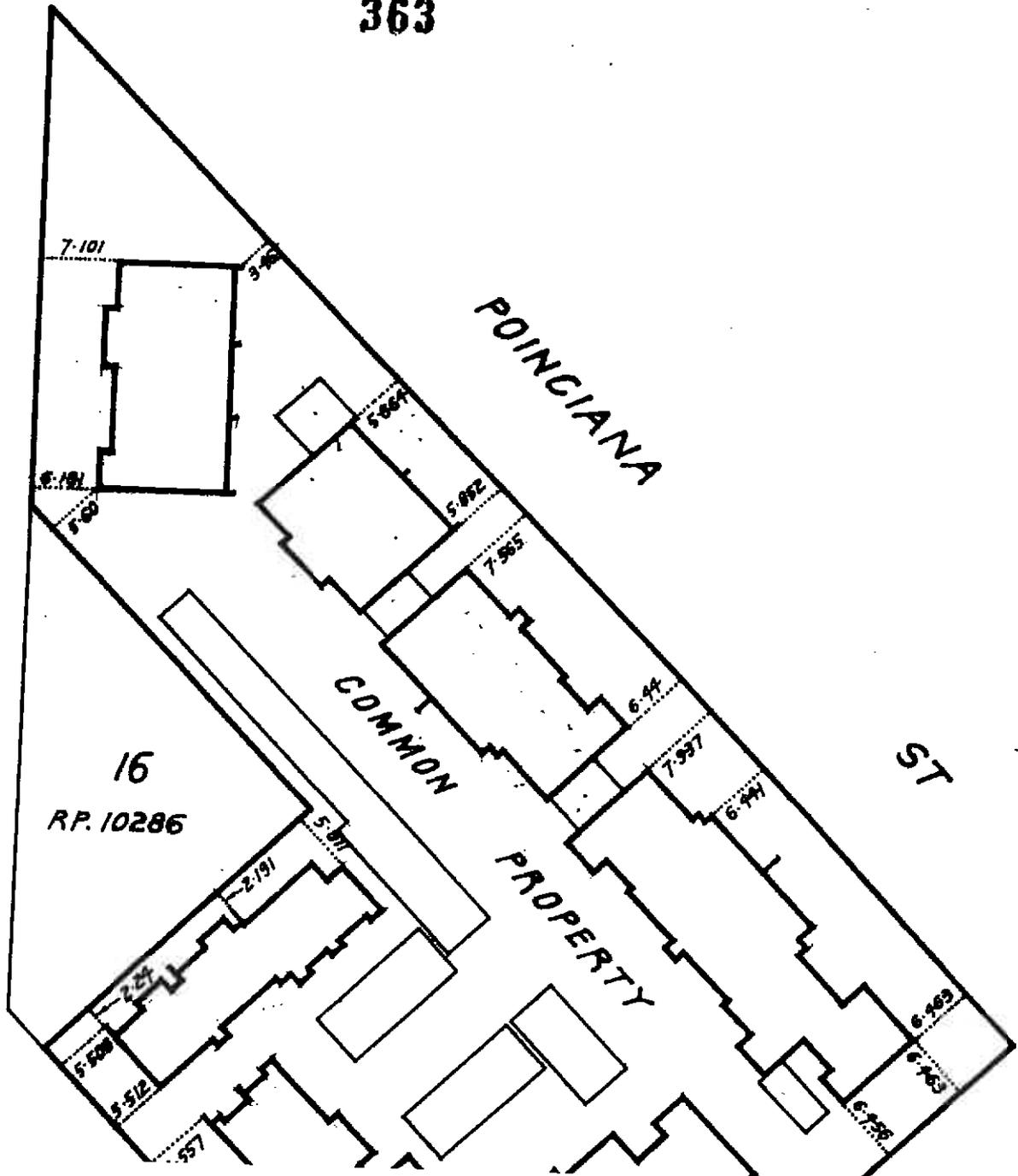
Regulation 8 (1)

Sheet No. 2 of 11 Sheets

Address of Building: 21 - 31 Poinciana Street, Holloway Beach

BUILDING UNITS PLAN NO:

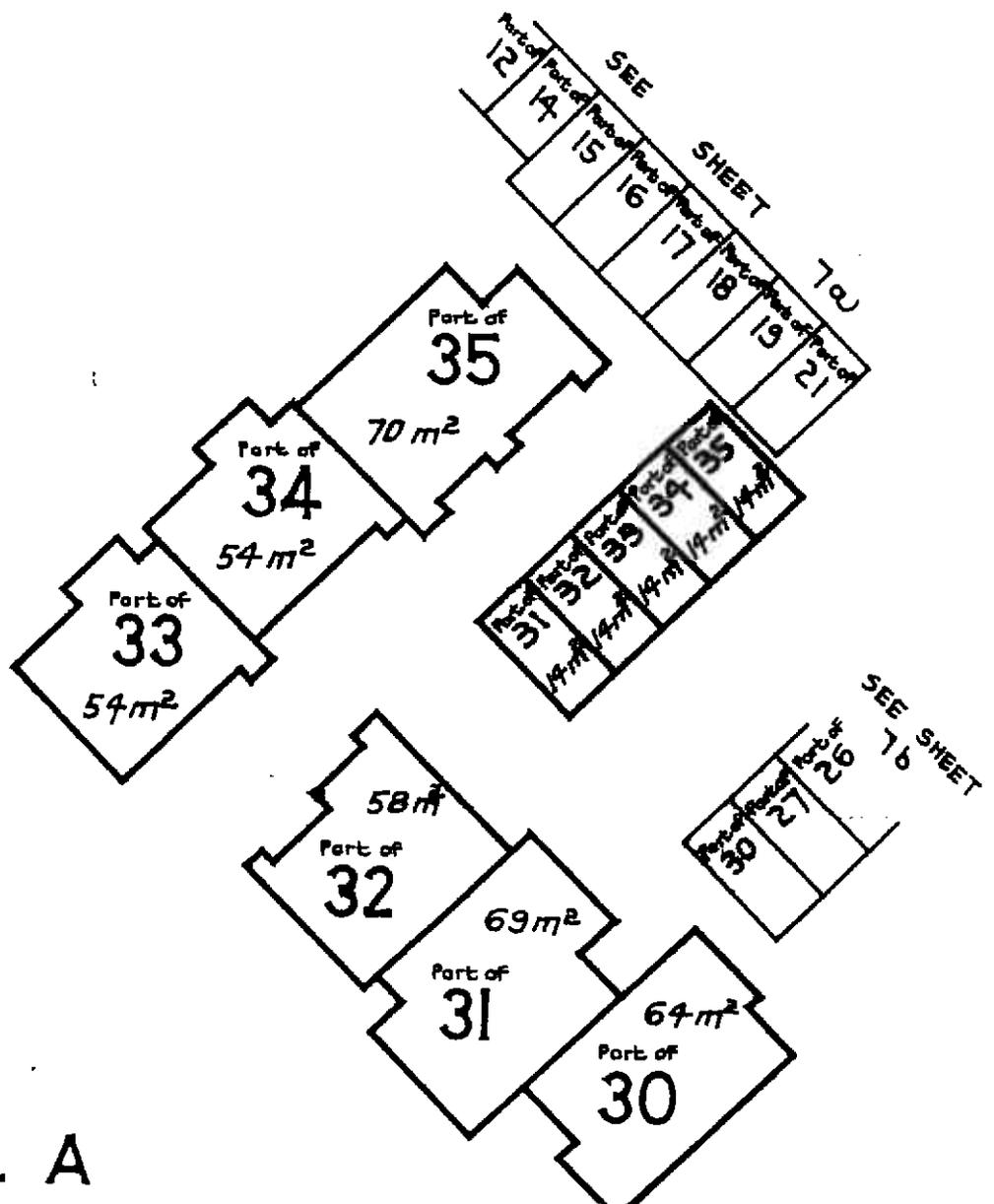
**363**



Building Units and Group Titles Act 1980  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (FORM 9)

Regulation 8 (1)  
 Sheet No. 7c of

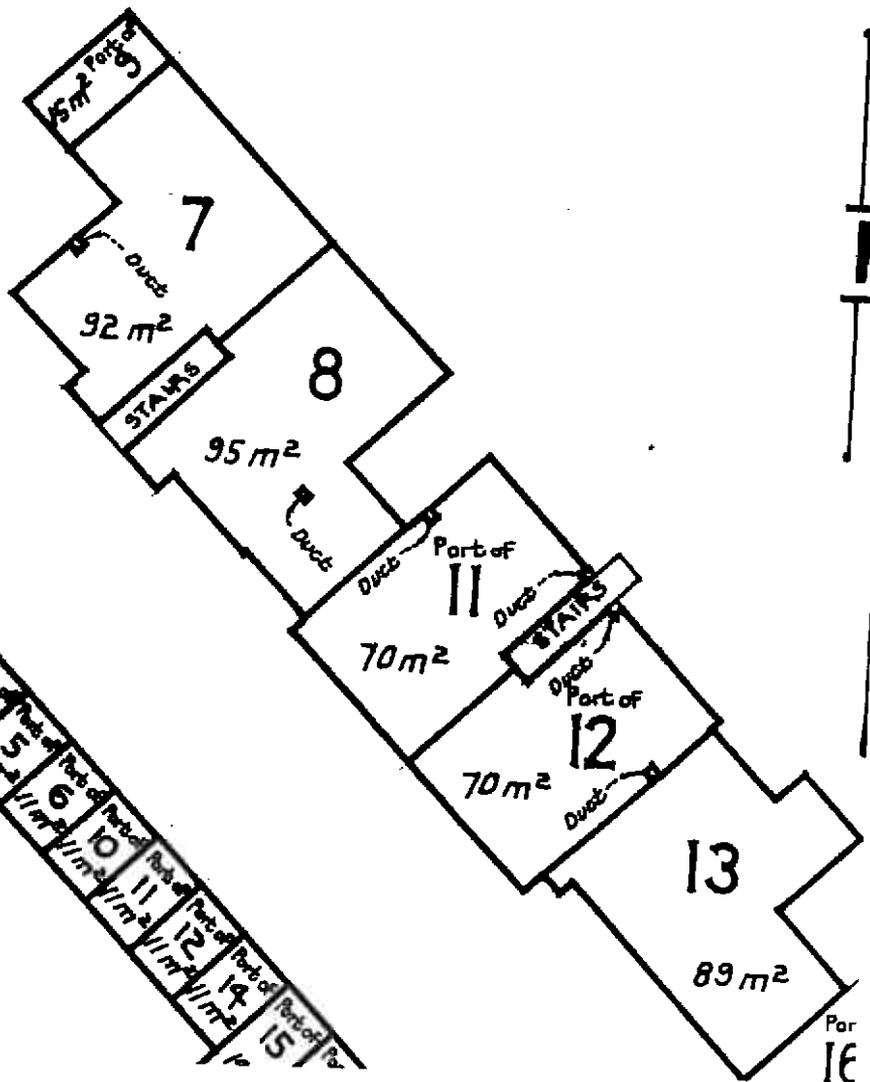
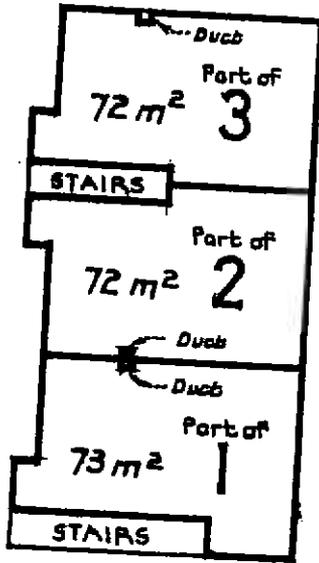
BUILDING UNITS PLAN NO: **363**



Building Units and Group Titles Act 1980  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (FORM 9)

Regulation 8 (1)  
 Sheet No. 7a of 11

LDING UNITS PLAN NO: 363



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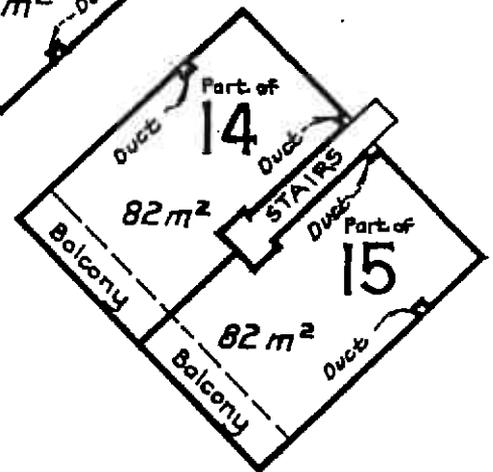
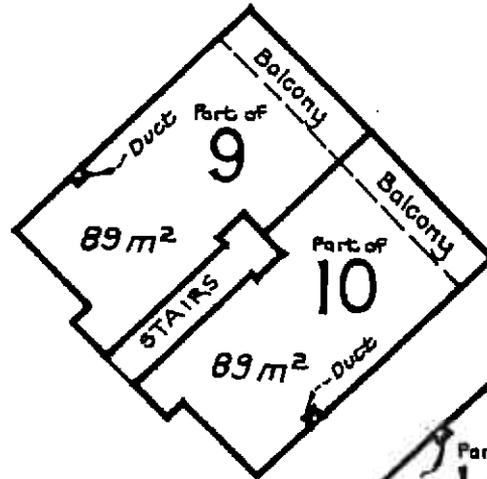
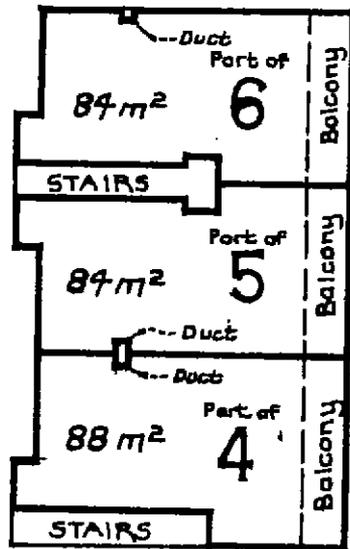
Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(FORM 9)

Regulation 8 (1)

Sheet No. 8a of 11 Sheet

BUILDING UNITS PLAN NO: 363

is hereby stipulated that the covered parts of Units 4, 5, 6, 10, 14 and 15 extend only to height of 2.46 metres.



LEVEL B

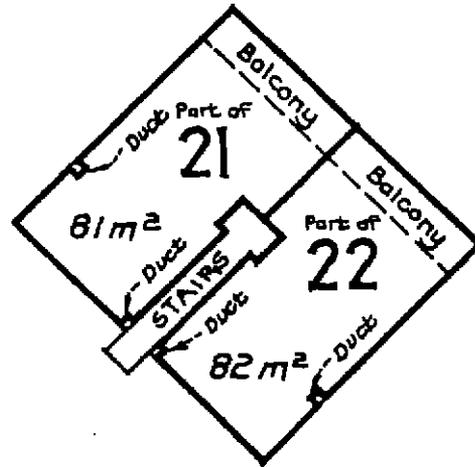
SCALE: 1:300

Building Units and Group Titles Act 1980  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(FORM 9)

Regulation 8 (1)

Sheet No. 8 b of 11 Sheets

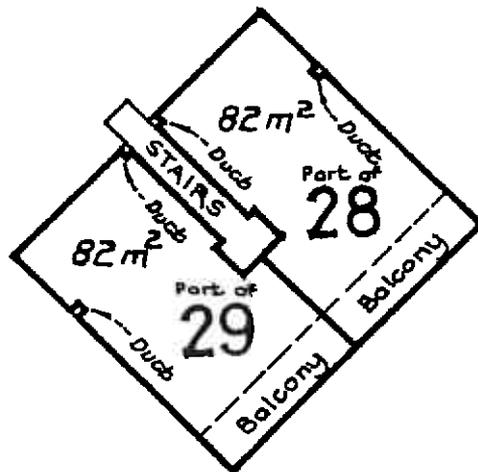
BUILDING UNITS PLAN NO: 363



LEVEL B

SCALE :- 1:300

is hereby stipulated that the uncovered  
parts of Units 21, 23, 28 and 29 extend only  
a height of 2.46 metres.



FLOOR AREAS ARE APPROXIMATE ONLY



168216/XE/001713      D-044  
B M Caruana  
PO Box 187  
EDGE HILL QLD 4870

Your Rates Account is Due 4 March 2026 Total Amount Due **\$ 1,633.45**

**Summary of Rates and Charges**  
For period 01/01/2026 to 30/06/2026

Land Use Code  
**0800**

**Property Location:** 27/21-31 Poinciana Street HOLLOWAYS BEACH QL  
**Property Description:** LOT 27 TYP BUP PLN 70363  
**Improvements:** Fhold-Unit  
5862.0000SQUARE METRES

General Residential K	37,143.00	\$	560.60
Water Access Charge/s-Residential	1.00	\$	213.75
Sewerage Charge/s-Residential	1.00	\$	495.80
Cleansing Charge/s	1.00	\$	237.50
State Emergency Management Levy 2 A	1.00	\$	125.80

**Your New Payment System**

Payble allows you to pay rates and water with greater ease - providing flexible payment options, helpful reminders & support for all major bank accounts, credit and debit cards.



Scan the QR code to get started or visit:  
[pay.cairns.qld.gov.au](http://pay.cairns.qld.gov.au)



**Pay In Person At Any Post Office**



**Billers Code:** 0212  
**Assessment No:** 517854

Pay in-store at Australia Post, online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay) or by phone 13 18 16



\*212 517854

SEE OVER THE PAGE FOR INFORMATION ON THE STATE WASTE LEVY

Balance Brought Forward	\$	0.00
Total new transactions	\$	1,633.45
<b>Total Account Balance</b>	<b>\$</b>	<b>1,633.45</b>

See over the page for more payment options.

**Scan to Pay**

Pay in full or choose **smaller instalments** that suit your budget



**New**

- Helpful reminders
- Card or bank payments
- See your balance

Scan or visit [pay.cairns.qld.gov.au](http://pay.cairns.qld.gov.au)

Powered By  Payble



**Rates Payment Slip**

**NAME**  
B M Caruana

**PROPERTY**  
27/21-31 Poinciana Street HOLLOWAYS BEACH QL

<b>Assessment No.</b>	517854
<b>Due Date</b>	04/03/2026
<b>Total Amount Due</b>	\$ 1,633.45

168216/XE/001713

1/2

168216/XE/001713

## State Waste Levy

Council has received an annual payment of \$844,418 from the State Government to mitigate any direct impacts of the State Waste Levy on households.

The direct costs imposed by the State Waste Levy on Council are unknown. Council will use the annual payment received to mitigate any direct impacts of the State Waste Levy on households in accordance with the Waste Reduction and Recycling Act 2011, and will take any steps available to further mitigate costs to the greatest extent possible. Any net costs incurred by the imposed State Waste Levy after the annual payment and other mitigation strategies are applied are intended to be recovered by a separate charge in future years. For information please refer to the Council's Revenue Statement.

## Information for Customers

### 1. Please Note

In accordance with the *Local Government Act 2009* and Council's adopted budget resolutions, all rates and charges are payable by close of business on the due date.

### 2. Interest

Compound interest at the rate determined by Council is accrued on all rates and charges which remain unpaid after the due date. Please note interest still applies if a payment arrangement or direct debit is in place.

### 3. Experiencing Financial Difficulties

If you are experiencing financial difficulties or hardship and cannot pay this account by the due date please email [revenue@cairns.qld.gov.au](mailto:revenue@cairns.qld.gov.au) and officers will work with you to arrange a suitable payment plan to avoid recovery action and associated costs.

### 4. Electronic Notices

Receive your rates and water notice by:

\* Email - Go to [www.cairns.qld.gov.au/paperless](http://www.cairns.qld.gov.au/paperless)

\* BPAY View - Register through your online banking facility

### 5. Change of Postal Address

If the postal address shown overleaf is incorrect please contact Customer Service or visit Council's website

[www.cairns.qld.gov.au/change-address](http://www.cairns.qld.gov.au/change-address)

### 6. Refunds

Refunds can only be facilitated where the account is in credit or the monies were not intended for payment to Council e.g. incorrect biller code. To request a refund go to

[www.cairns.qld.gov.au/refund](http://www.cairns.qld.gov.au/refund)

### 7. Privacy Statement

Your personal information has been collected for the purpose of ensuring Council has your correct contact information. Your information will be disclosed to authorised Council officers for business purposes only. Your information will also be disclosed to Department of Natural Resources and Mines and Australian Electoral Office for business purposes only.

## More Payment Options



### Payments at Council Offices

Spence Street Administration Centre  
(Council Chambers), 119-145 Spence Street, Cairns  
Open hours: 8:30am to 4:30pm Monday to Friday.  
Closed on public holidays.

Accepts all Council payments.  
EFTPOS (no cash withdrawals), credit card, cash  
(not accepted at libraries) & cheque payments  
(post dated cheques will not be accepted).



### Payment by Phone

Credit Card Payment by Using BPOINT

Callers **within Australia** dial **1300 276 468**

**Biller Code: 49346**

**Assessment No: 517854**



### Payment by Bpay

**Biller Code: 49346**  
**Ref: 517854**

**BPAY®** this payment via Internet or phone banking.

**BPAY View®** - View and pay this bill using internet banking.

**BPAY View Registration No:** 517854

## Pay Online

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly and monthly instalments.



New

- Helpful reminders
- Card or bank payments
- See your balance

You can also pay online at [pay.cairns.qld.gov.au](http://pay.cairns.qld.gov.au)

Powered By Payble



VISA



### Payment By Mail

Tear off this payment slip and mail with a cheque or money order made payable to: Cairns Regional Council  
PO Box 359, CAIRNS QLD 4870.  
**Cheque** : Post dated cheques will not be accepted

### Account Enquiries

E: [rates@cairns.qld.gov.au](mailto:rates@cairns.qld.gov.au)  
P: 1300 69 22 47

For more information, visit  
[www.cairns.qld.gov.au](http://www.cairns.qld.gov.au)

### Switch to paperless notices



Sign up to receive your rates and water notices by email

**Assessment:** 517854



Department of the Environment, Tourism, Science and Innovation (DETSI)  
ABN 46 640 294 485  
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA  
www.detsi.qld.gov.au

**SEARCH RESPONSE**  
**ENVIRONMENTAL MANAGEMENT REGISTER (EMR)**  
**CONTAMINATED LAND REGISTER (CLR)**

CARUANA  
27/21-31 POINCIANA STREET  
HOLLOWAYS BEACH QLD 4878

Transaction ID: 51114431      EMR Site Id: 11 February 2026  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:

Lot: 27      Plan: BUP70363  
27/21 POINCIANA ST  
HOLLOWAYS BEACH

**EMR RESULT**

The above site is NOT included on the Environmental Management Register.

**CLR RESULT**

The above site is NOT included on the Contaminated Land Register.

**ADDITIONAL ADVICE**

All search responses include particulars of land listed in the EMR/CLR when the search was generated.  
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email [emr.clr.registry@detsi.qld.gov.au](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**



# Department of Transport and Main Roads

## Property Search - Advice to Applicant

Property Search Reference: 988761  
Search Request Reference: 147593046

Date: 06-Feb-2026 03:23:19 PM

### Applicant Details:

Applicant: Helen Brennan  
cate@bcreports.com.au  
Buyer: BROOKE MELISSA CARUANA

### Search Response:

Your request for a property search on Lot 27 on Plan BUP70363 at 27/21-31 Poinciana Street HOLLOWAYS BEACH 4878 has been processed.

At this point in time, the Department of Transport and Main Roads has no land requirement from the specified property.

#### **Note:**

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.  
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.  
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

#### **Disclaimer:**

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

#### **Privacy Statement:**

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

[Review responses online](#) ↗



**Received 4 of 4 responses**  
**All responses received**

21-31 Poinciana St, Holloways Beach QLD  
 4878

Job dates  
 11/02/2026 → 11/03/2026

These plans expire on  
 4 Mar 2026

Lodged by  
 Helen Brennan

Authority	Status	Page
✉ BYDA Confirmation		2
🏛 Cairns Regional Council	Received	4
🏛 Ergon QLD	Received	9
🏛 NBN Co Qld	Received	50
🏛 Telstra QLD Regional	Received	64

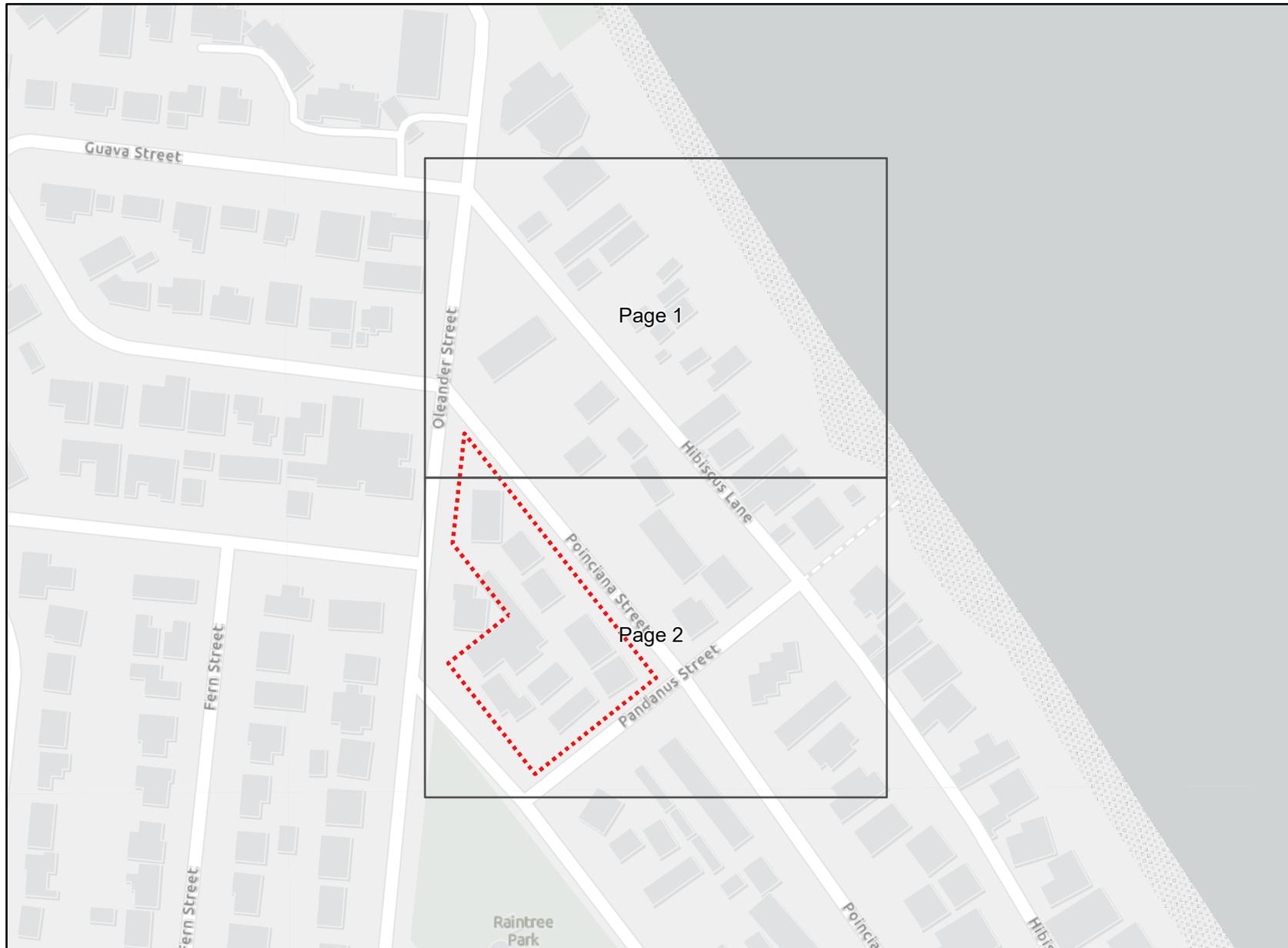
**Referral**  
267708509

**Member Phone**  
(07) 4044 3044

## Responses from this member

**Response received** Wed 4 Feb 2026 4.28pm

<b>File name</b>	<b>Page</b>
Response Body	5
ASSET 267708509.pdf	6



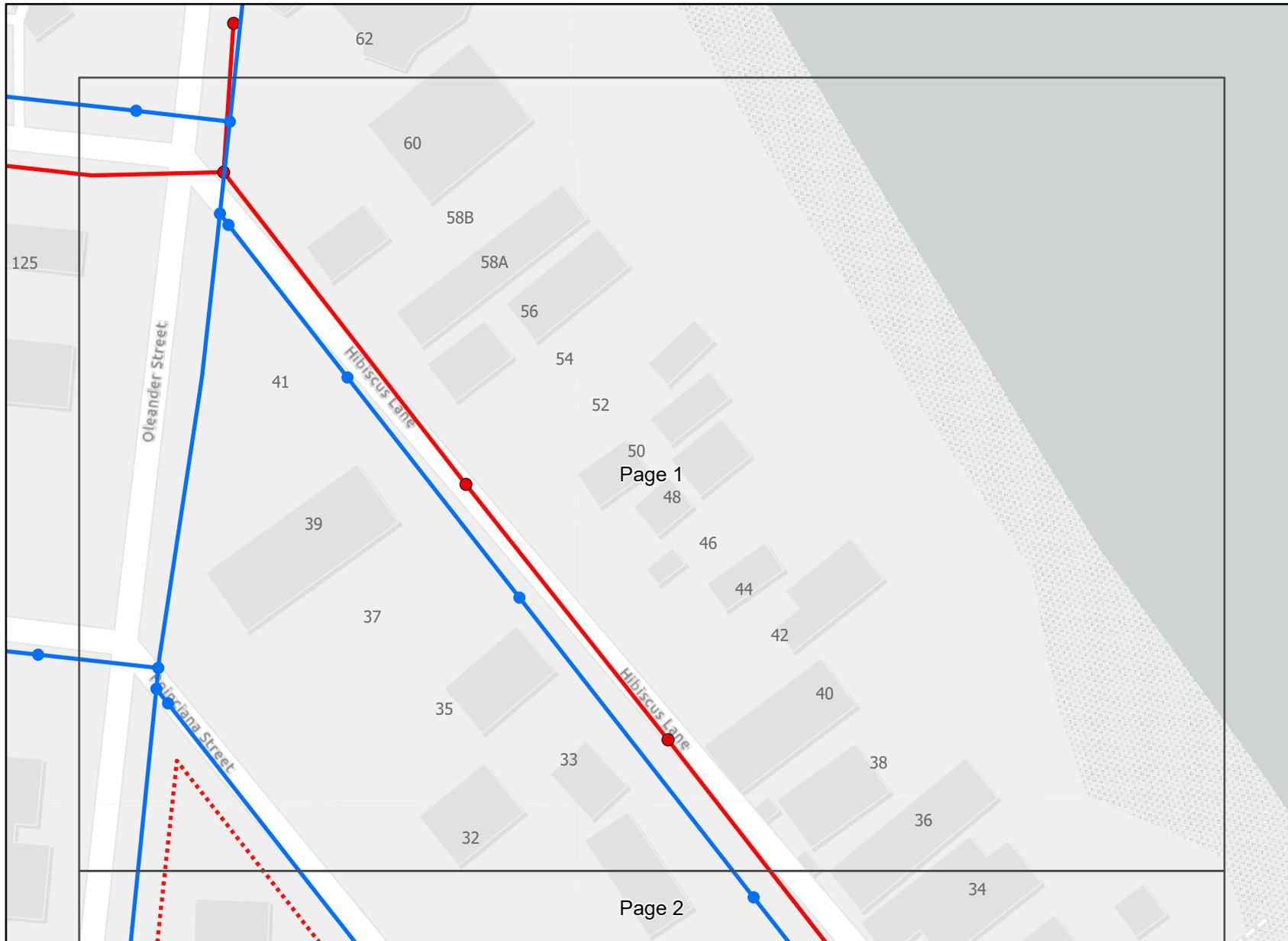
**Legend**

-  BYDA Enquiry
-  Detailed map page

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, Cairns Regional Council shall not have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.





### Legend

-  BYDA Enquiry
- Water**
  -  Water Nodes
  -  Water Pipes
- Sewer**
  -  Sewer Node
  -  Sewer Gravity Pipe
  -  Sewer Rising Main

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### Legend

-  BYDA Enquiry
- Water**
  -  Water Nodes
  -  Water Pipes
- Drainage**
  -  Drainage Nodes
  -  Drainage Lines
- Sewer**
  -  Sewer Node
  -  Sewer Gravity Pipe

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**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, Cairns Regional Council shall not have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Referral**                      **Member Phone**  
267708510                      13 10 46

## Responses from this member

**Response received** Wed 4 Feb 2026 4.30pm

<b>File name</b>	<b>Page</b>
Response Body	10
267708510 - Ergon Energy Plan.pdf	13
Ergon Energy BYDA Terms and Conditions.pdf	14
Working Near Overhead and Underground Electric Lines.pdf	19



BYDA

Sequence: 267708510  
Date: 04/02/2026

Scale: 1:927  
Tile No: **OVERVIEW**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

**Referral**  
267708508

**Member Phone**  
1800 687 626

## Responses from this member

**Response received** Wed 4 Feb 2026 4.31pm

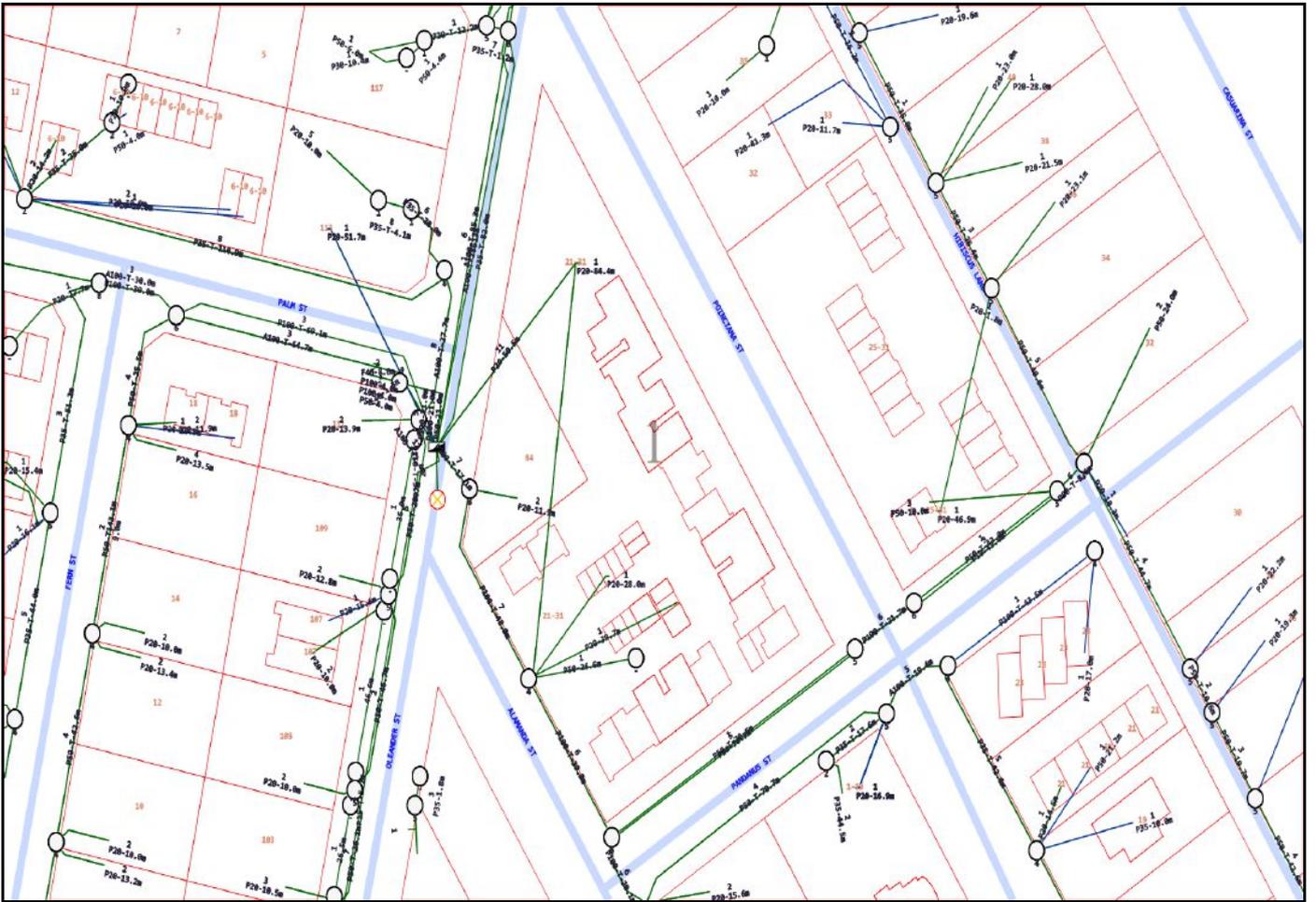
File name	Page
Response Body	51
267708508_20260204_063044940217_1.pdf	52
267708508_20260204_063044940217_pwc_1.pdf	55
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	58
Disclaimer_267708508_20260204_063044940217.pdf	60



## LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m



## Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



## LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	 0 20 40 60 Meters 1:2000 1 cm equals 20 m



## Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

**Referral**  
267708511

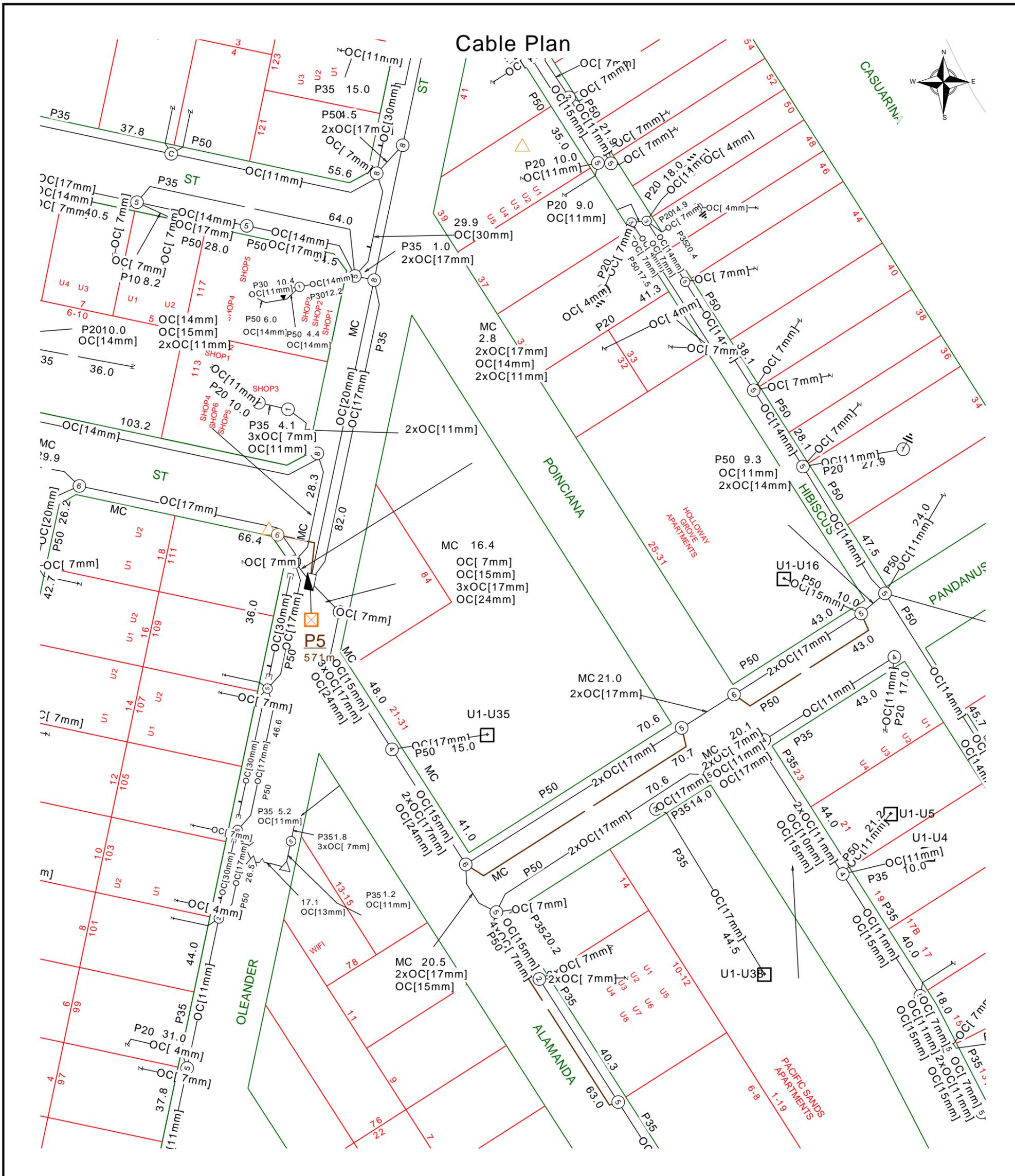
**Member Phone**  
1800 653 935

## Responses from this member

**Response received** Thu 5 Feb 2026 7.45am

<b>File name</b>	<b>Page</b>
Response Body	65
267708511.pdf	67
AccreditedPlantLocators 2025-12-17b.pdf	69
Telstra Duty of Care v33.0a.pdf	70
Telstra Map Legend v4_0c.pdf	72

# Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 267708511

TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 05/02/2026 07:03:46

**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

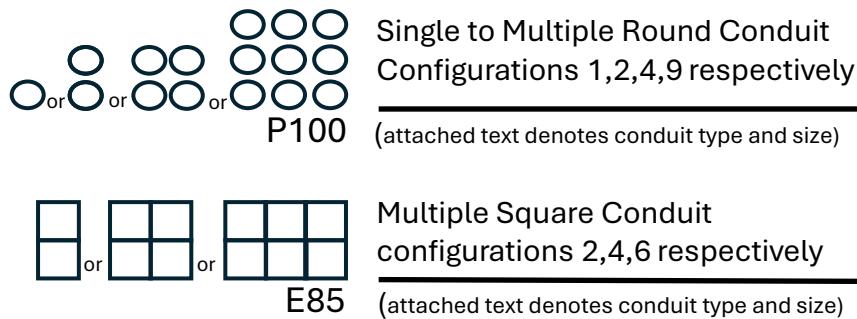


# LEGEND



	<b>Lead-in terminates at a Customer Address</b>
	<b>Exchange</b> Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



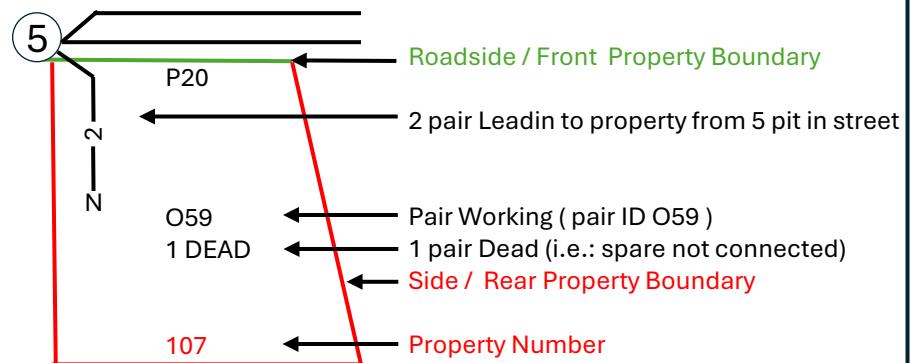
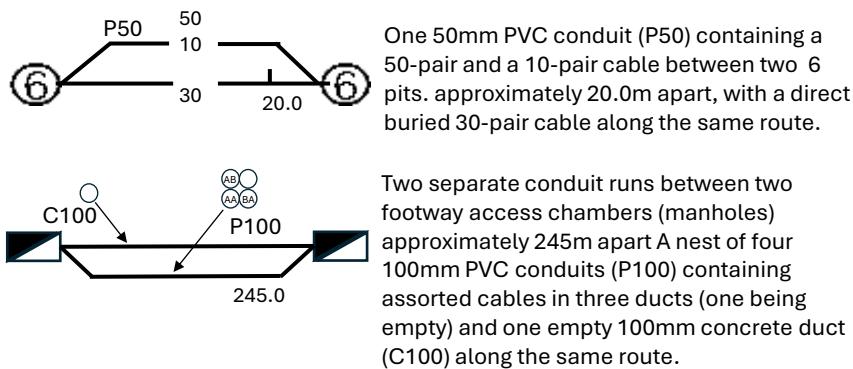
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

## Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

## Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

## Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

## Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

## Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

**1. Pool safety certificate number**

Identification number: PSC0271455

**2. Location of the swimming pool**

Property details are usually shown on the title documents and rates notices

Street address:

21 POINCIANA ST

HOLLOWAYS BEACH QLD

Postcode

4

8

7

8

Lot and plan details:

9999/BUP/70363

Local government area:

CAIRNS REGIONAL

**3. Exemptions or alternative solutions for the swimming pool (if applicable)**

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

**4. Pool properties**

Shared pool

Non-shared pool

Number of pools

1

**5. Pool safety certificate validity**

Effective date:

2

0

/

1

0

/

2

0

2

5

Expiry date:

2

0

/

1

0

/

2

0

2

6

**6. Certification**

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

NICHOLAS (NICK) ANTHONY FRYER

Pool safety inspector  
licence number:

PS101030

Signature:

**Other important information that could help save a young child's life**

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

**Privacy statement**

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

**RTI:** The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

**720386563**\$95.00  
10/11/2020 14:50**CS 470**

- |   |   |                           |
|---|---|---------------------------|
| <b>1. Nature of request</b><br>Request to record new community management statement   | <b>Lodger</b> (Name, address, E-mail & phone number)<br>Miller Harris Lawyers<br>PO Box 7655<br>Cairns Q 4870<br><a href="mailto:nigelhales@millerharris.com.au">nigelhales@millerharris.com.au</a><br>Ph 4036 9700 | <b>Lodger Code</b><br>715 |
| <b>2. Lot on Plan Description</b><br>COMMON PROPERTY OF VILLA HOLLOWAY CTS 1257   | <b>Title Reference</b><br>19070363  |                           |
| <b>3. Registered Proprietor/State Lessee</b><br>BODY CORPORATE FOR VILLA HOLLOWAY CTS 1257  |   |                           |
| <b>4. Interest</b><br>FEE SIMPLE  |   |                           |
| <b>5. Applicant</b><br>BODY CORPORATE FOR VILLA HOLLOWAY CTS 1257   |   |                           |
| <b>6. Request</b><br>I hereby request that: the new community management statement produced with this request, which amends Schedule C of the existing community management statement, be recorded as the community management statement for Villa Holloway CTS 1257. |   |                           |
| <b>7. Execution by applicant</b>  |   |                           |

Nigel Walter Hales, Solicitor.

5/11/2020  
**Execution Date**  
**Applicant's or Solicitor's Signature**

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**1257**

**This statement incorporates and must include the following:**

- schedule A - Schedule of lot entitlements*
- schedule B - Explanation of development of scheme land*
- schedule C - By-laws*
- Schedule D - Any other details*
- Schedule E - Allocation of exclusive use areas*

*Once use only*  
CMS LABEL NUMBER

<b>1. Name of community titles scheme</b> Villa Holloway Community Titles Scheme 1257	<b>2. Regulation module</b> Accommodation Module
<b>3. Name of body corporate</b> Body Corporate for Villa Holloway Community Titles Scheme 1257	
<b>4. Scheme land</b> Lot on Plan Description  See Enlarged Panel	Title Reference
<b>5. *Name and address of original owner</b> Not applicable	<b>6. Reference to plan lodged with this statement</b> Not applicable

# first community management statement only

**7. Local Government community management statement notation**

Not applicable pursuant to Section 54(4) of the *Body Corporate and Community Management Act 1997*

..... signed

..... name and designation

..... name of Local Government

**8. Execution by original owner/Consent of body corporate**



27/10/2020  
Execution Date

*Neil Gannon* .....  
\*Execution  
\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement  
Neil Gannon - Chairman  
Susan Muller - Secretary

**Privacy Statement**

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference 19070363

**4. Scheme land**

Lot on Plan Description	Title Reference
Common Property of Villa Holloway CTS 1257	19070363
Lot 1 BUP70363	21252193
Lot 2 BUP70363	21252194
Lot 3 BUP70363	21252195
Lot 4 BUP70363	21252196
Lot 5 BUP70363	21252197
Lot 6 BUP70363	21252198
Lot 7 BUP70363	21252199
Lot 8 BUP70363	21252200
Lot 9 BUP70363	21252201
Lot 10 BUP70363	21252202
Lot 11 BUP70363	21252203
Lot 12 BUP70363	21252204
Lot 13 BUP70363	21252205
Lot 14 BUP70363	21252206
Lot 15 BUP70363	21252207
Lot 16 BUP70363	21252208
Lot 17 BUP70363	21252209
Lot 18 BUP70363	21252210
Lot 19 BUP70363	21252211
Lot 20 BUP70363	21252212
Lot 21 BUP70363	21252213
Lot 22 BUP70363	21252214
Lot 23 BUP70363	21252215
Lot 24 BUP70363	21252216
Lot 25 BUP70363	21252217
Lot 26 BUP70363	21252218
Lot 27 BUP70363	21252219
Lot 28 BUP70363	21252220
Lot 29 BUP70363	21252221
Lot 30 BUP70363	21252222
Lot 31 BUP70363	21252223
Lot 32 BUP70363	21252224
Lot 33 BUP70363	21252225
Lot 34 BUP70363	21252226
Lot 35 BUP70363	21252227

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 BUP70363	1	1
Lot 2 BUP70363	1	1
Lot 3 BUP70363	1	1
Lot 4 BUP70363	1	1
Lot 5 BUP70363	1	1
Lot 6 BUP70363	1	1
Lot 7 BUP70363	1	1
Lot 8 BUP70363	1	1
Lot 9 BUP70363	1	1
Lot 10 BUP70363	1	1
Lot 11 BUP70363	1	1
Lot 12 BUP70363	1	1
Lot 13 BUP70363	1	1
Lot 14 BUP70363	1	1
Lot 15 BUP70363	1	1
Lot 16 BUP70363	1	1
Lot 17 BUP70363	1	1
Lot 18 BUP70363	1	1
Lot 19 BUP70363	1	1
Lot 20 BUP70363	1	1
Lot 21 BUP70363	1	1
Lot 22 BUP70363	1	1
Lot 23 BUP70363	1	1
Lot 24 BUP70363	1	1
Lot 25 BUP70363	1	1
Lot 26 BUP70363	1	1
Lot 27 BUP70363	1	1
Lot 28 BUP70363	1	1
Lot 29 BUP70363	1	1
Lot 30 BUP70363	1	1
Lot 31 BUP70363	1	1
Lot 32 BUP70363	1	1
Lot 33 BUP70363	1	1
Lot 34 BUP70363	1	1
Lot 35 BUP70363	1	1
<b>TOTALS</b>	<b>35</b>	<b>35</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Section 57(1)(e) & (f) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**1. DEFINITIONS**

**1.1 Dictionary**

**Act** means the *Body Corporate and Community Management Act 1997*.

<b>Body Corporate</b>	has the same meaning as in the <i>Act</i> .
<b>Body Corporate Committee</b>	has the same meaning as in the <i>Act</i> .
<b>Commissioner</b>	has the same meaning as in the <i>Act</i> .
<b>Common Property</b>	has the same meaning as in the <i>Act</i> .
<b>Invitee</b>	any person on the Scheme Land with the permission of an Occupier.
<b>Lot</b>	has the same meaning as in the <i>Act</i> .
<b>Occupier</b>	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person or resident in a lot.
<b>Owner</b>	has the same meaning as in the <i>Act</i> .
<b>Scheme Land</b>	has the same meaning as in the <i>Act</i> .
<b>Window Covering</b>	curtain, blind, venetian or roller shade.

## 1.2 Rules for Interpretation

In these by-laws unless the context indicates a contrary intention:

- a) words denoting any gender include all genders;
- b) the singular number includes the plural and vice versa;
- c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) an assignors;
- d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- f) references to any legislation includes any legislation which amends or replaces that legislation;
- g) headings are included for convenience only and will not affect the interpretation of these by-laws;
- h) a reference to any thing includes the whole or each part of it, and
- i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

## 2. NOISE

- a) An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- c) The Occupier must request Invitees leaving after 11.00pm to leave quietly.

## 3. VEHICLES

An Occupier must not park any vehicle upon Common Property except:

- a) with the consent in writing of the Body Corporate Committee, or
- b) where authorised by an exclusive use by-law.

#### **4. OBSTRUCTION/NUISANCE**

- a) An Occupier must not obstruct lawful use of Common Property by any other person.
- b) An Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

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

An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

#### **6. GARBAGE DISPOSAL**

- a) The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- b) The Occupier must:
  - i. comply with all local government local laws about disposal of garbage, and
  - ii. ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

#### **7. DAMAGE TO LAWNS ETC ON COMMON PROPERTY**

An Occupier must not:

- a) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
- b) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

#### **8. DAMAGE TO COMMON PROPERTY**

- a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the consent in writing of the Body Corporate Committee.
- b) This by-law does not prevent an Owner from installing:
  - i. any lock or other safety device for the protection of a Lot against intruders, or
  - ii. any screen or other device to prevent entry of animals or insects to the Lot.
- c) The locking, safety device, screen or other device must be constructed in a workman like manner and maintained in a state of good and serviceable repair by the Owner. It must not detract from the amenity of the Scheme Land.

#### **9. ALTERATIONS TO THE LOT**

An Occupier must not make a change to the external appearance of a Lot or make any structural alterations to a Lot, except with the consent in writing of the Body Corporate Committee.

**10. WINDOW COVERINGS**

An Owner must not have Window Coverings visible from the outside of the Lot unless those Window Coverings have a white backing, or unless the Window Covering has a design approved in writing by the Body Corporate Committee.

**11. APPEARANCE OF LOT**

An Occupier must not hang any washing, towel, bedding, clothing or tother article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Body Corporate Committee.

**12. MAINTENANCE OF LOTS**

Each Owner must ensure that his Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers.

**13. STORAGE OF FLAMMABLE LIQUIDS ETC.**

An Occupier must not bring to, do or keep on a Lot anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

**14. KEEPING ANIMALS**

- a) Subject to Section 143 of the Act, an Occupier must not, except with the consent in writing of the Body Corporate Committee:
  - i. bring or keep an animal or bird on the Lot or the Common Property, or
  - ii. permit an Invitee to bring or keep an animal or bird on the Lot or the Common Property.
- b) Any consent of the Body Corporate Committee may be:
  - i. given on conditions, and
  - ii. withdrawn at any time.

**15. BEHAVIOUR OF INVITEES**

- a) Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

**16. USE OF RECREATIONAL FACILITIES**

An Occupier must not use the recreational facilities on the Common Property between 10.00pm and 6.00am, except with the consent in writing of the Body Corporate Committee.

**17. USE OF LOTS**

Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.

**18. RECOVERY BY BODY CORPORATE**

Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

**19. RECOVERY OF COSTS**

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

- a) recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and
- b) all proceedings, including the legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Not applicable

Title Reference [19070363]

**Statement about alteration or minor correction to Land Registry Form**

**Form being altered or corrected:** New Community Management Statement

**Name of Authorised person or Solicitor:**

NIGEL WALTER HALES

**Name of Authorised person's firm or employer (legal practice, commercial lender or settlement agency):**

MILLER HARRIS LAWYERS

**Item/s being altered or corrected:**

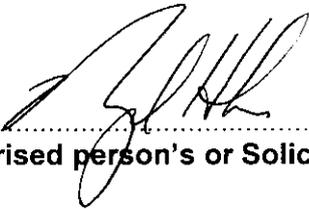
Item 4 and pages 2 to 7

**Details of alteration or minor correction:**

Document was printed double sided and signed. Strike through enlarged panel item 4 on reverse of first page, reprint pages 2 to 7 single sided.

**Party represented (where signed by a solicitor):**

Body Corporate for Villa Holloway Community Titles Scheme 1257



.....  
**Authorised person's or Solicitor's Signature**



## Body corporate certificate

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997* (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

### The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

### The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying [www.qld.gov.au/searchofadjudicatorsorders](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 06/02/2026.**

## Becoming an owner

When you become an owner of a lot in a community title scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

## How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

### Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

#### Name and number of the community titles scheme

VILLA HOLLOWAY 1257

#### Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

#### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: Nikkola Walker

Company: Body Corporate Services (QLD)  
Pty Ltd

Phone: 40404000

Email: bcs\_cairns@bcssm.com.au

No

#### Accessing records

#### Who is responsible for keeping the body corporate's records?

The body corporate manager named above.

The following person:

Name:

Role:

Phone:

Email:

## Property and community titles scheme details

### Lot and plan details

Lot number: 27

Plan type and number: BUP 70363

Plan of subdivision:  Standard Format  Building Format  Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

### Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

Accommodation  Commercial  Small Schemes  Standard

**NOTE:** If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

### Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Is the scheme part of a layered arrangement of community titles schemes?**

Yes

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

### Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

**Does a building management statement apply to the community titles scheme?**

Yes

No

If yes, you can obtain a copy of the statement from Titles Queensland: [www.titlesqld.com.au](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

### What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

### General by-laws

- The community management statement includes the complete set of by-laws that apply to the scheme.
- The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- A consolidated set of the by-laws for the scheme is given with this certificate.

### Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

### Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- Yes
- No

**If yes, the exclusive use by-laws or other allocations of common property for the schemes are:**  
(select all that apply)

- listed in the community management statement.
- given with this certificate.

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

### Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 35

### Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 35

### Statement of accounts

- The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

### Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

**WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.**

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

### Body corporate debts

**If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot 27 for the current financial year: \$3,000.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/09/2025	\$821.43	\$821.43	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/12/2025	\$821.43	\$821.43	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/03/2026	\$678.57	\$678.57	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
01/06/2026	\$678.57	\$678.57	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Sinking fund contributions

Total amount of contributions (before any discount) for lot 27 for the current financial year: \$2,400.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/09/2025	\$478.57	\$478.57	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/12/2025	\$478.57	\$478.57	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/03/2026	\$721.43	\$721.43	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
01/06/2026	\$721.43	\$721.43	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Special contributions (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot 27: \$0.00

Number of instalments: 0 (outlined below)

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 0.00%

**Other amounts payable by the lot owner**

For the current financial year there are:

- No other amounts payable for the lot.
- Amounts payable under exclusive use by-laws, totalling \$0.00
- Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

**Summary of amounts due but not paid by the current owner**

At the date of this certificate:

- All payments for the lot are up to date.
- The following amounts are due but not yet paid for the lot:
  - Overdue contributions: \$0.00
  - Penalties on overdue contributions: \$0.00
  - Other amounts due but not paid: \$0.00

**Total amounts due but not paid: \$0.00**

## Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

**Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?**

Yes - you can obtain a copy from the body corporate records.

No

**Current sinking fund balance (as at date of certificate):** **\$72,300.38**  
.....

### Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

### Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register.

A copy of the body corporate register of assets is given with this certificate.

## Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

### Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

### Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Does the body corporate currently hold alternative insurance approved under an alternative insurance order?**

Yes

No

### Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Contracts and authorisations

### Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

**Has the body corporate engaged a caretaking services contractor for the scheme?**

- Yes  
 No

**Has the body corporate authorised a letting agent for the scheme?**

- Yes  
 No

### Embedded network electricity supply

**Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?**

- Yes  
 No

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).



# ANNUAL FINANCIAL STATEMENTS

For the period 1 September 2024 to 31 August 2025

Prepared For

**VILLA HOLLOWAY**

**CTS 1257**

21-31 POINCIANA STREET  
HOLLOWAYS BEACH  
QLD 4878

**Manager**

Nikkola Walker  
Body Corporate Services (QLD) Pty Ltd

**Printed**

6 February 2026

# Balance Sheet

## Administrative & Sinking Fund

Body Corporate for VILLA HOLLOWAY CTS 1257

As at 31st August 2025

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

### Assets

2025

Cash		100,712.51
Prepaid Expenses	Note 9	1,809.16
Accounts Receivable	Note 10	2,163.00
GST Asset		991.19
<b>Total Assets</b>		<b>\$ 105,675.86</b>

### Liabilities

Levies in Advance	Note 12	28,943.86
Accounts Payable Liability	Note 13	716.00
Unallocated Monies Received	Note 11	5,115.33
GST balance to disburse		164.47
<b>Total Liabilities</b>		<b>\$ 34,939.66</b>

**Net Assets** **\$ 70,736.20**

### Equity

Administrative Fund		21,847.07
Sinking Fund		48,889.13
<b>Total Equity</b>		<b>\$ 70,736.20</b>

# Income and Expenditure Statement

Administrative Fund

Body Corporate for VILLA HOLLOWAY CTS 1257

1 September 2024 to 31 August 2025

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

## Income

Levy Fees - normal	105,003.88
Levy Fees - other	2,177.50
Mutual Revenue - Agency Refund Other	77.27
Mutual Revenue - penalty interest	397.10
Mutual Revenue - reimbursement	209.77
Non-Mutual Revenue - bank interest	200.22
Taxes, Fees & Charges - GST rounding	(0.59)

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<b>Total Administrative Fund Income</b>	<b>108,065.15</b>
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## Expenditure

Body Corporate Manager - Insurance Claims	114.55
Body Corporate Manager - Taxation Management	1,829.09
Body Corporate Manager - additional services	2,103.54
Body Corporate Manager - debt recovery	2,663.03
Body Corporate Manager - disbursements	3,526.20
Body Corporate Manager - management fees	6,164.92
Body Corporate Manager - work order/quotes	1,690.90
Electrical Repairs	1,469.54
Electricity	622.89
Fire Protection Services	1,007.27
Garden/Lawn Maintenance	15,805.67
Garden/Lawn Maintenance - garden waste removal	886.34
General Repairs	12,767.80
Insurance Claim	1,818.18
Insurance Premiums	12,443.08
Insurance Premiums - building	50,840.83
Pest Control Services	744.55
Plumbing	610.00
Pools, Spas & Saunas	4,588.29
Taxes, Fees & Charges - GST rounding	(0.13)
Valuer - insurance valuation	800.00

---

<b>Total Administrative Fund Expenditure</b>	<b>122,496.54</b>
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<b>Surplus / Deficit for period</b>	<b>(14,431.39)</b>
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**Income and Expenditure Statement (continued)****Administrative Fund****Body Corporate for VILLA HOLLOWAY CTS 1257****1 September 2024 to 31 August 2025**

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

**Summary**

Opening Balance as at 1 September 2024	36,278.46
Total Revenue during period	108,065.15
Total Expenditure during period	(122,496.54)
<b>Administrative Fund balance as at 31 August 2025</b>	<b>\$ 21,847.07</b>

# Income and Expenditure Statement

Sinking Fund

Body Corporate for VILLA HOLLOWAY CTS 1257

1 September 2024 to 31 August 2025

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

## Income

Levy Fees - normal	60,909.10
Mutual Revenue - penalty interest	58.37

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<b>Total Sinking Fund Income</b>	<b>60,967.47</b>
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## Expenditure

Cleaning Service	400.00
Electrical Repairs	2,182.55
Garden/Lawn Maintenance	10,894.00
General Repairs	6,788.74
Painting	15,822.82
Plumbing	6,901.26
Pools, Spas & Saunas	9,863.39
Roof	46,145.00

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<b>Total Sinking Fund Expenditure</b>	<b>98,997.76</b>
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<b>Surplus / Deficit for period</b>	<b>(38,030.29)</b>
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## Summary

Opening Balance as at 1 September 2024	86,919.42
Total Revenue during period	60,967.47
Total Expenditure during period	(98,997.76)
<b>Sinking Fund balance as at 31 August 2025</b>	<b>\$ 48,889.13</b>

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# Notes To Financial Statements

Body Corporate for VILLA HOLLOWAY CTS 1257

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

## Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

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

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

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

## Note 3 Unallocated Monies Received

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

## Note 4 Income Tax

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

## Note 5 Depreciation

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

## Note 6 Unearned Revenue

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

## Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

## Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

## Note 9 Prepaid Expenses

Detail	Amount
Body Corporate Services ( QLD ) Pty Ltd Management Fees	75.38
Body Corporate Services ( QLD ) Pty Ltd Management Fees	1733.78
	<b>\$ 1,809.16</b>

## Note 10 Accounts Receivable

Detail	Amount
ATO ( QLD, NSW & NT ) GST Received/PAYG withholding	2163.00
	<b>\$ 2,163.00</b>

These notes ( other than notes added by the body corporate manager ) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd ( www.mystrata.com ). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

# Notes To Financial Statements

Body Corporate for VILLA HOLLOWAY CTS 1257

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

ABN/ACN 77622682352

## Note 11 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 14 Unit: U14	1300.00
Lot: 17 Unit: U17	1900.00
Lot: 25 Unit: U25	1300.00
Lot: 7 Unit: U7	615.33
	<b>\$ 5,115.33</b>

## Note 12 Levies in Advance - also see note 2

Detail	Amount
Lot: 18 Unit: U18	1300.00
Lot: 19 Unit: U19	1300.00
Lot: 2 Unit: U2	1300.00
Lot: 20 Unit: U20	1300.00
Lot: 21 Unit: U21	1300.00
Lot: 1 Unit: U1	1300.00
Lot: 10 Unit: U10	1300.00
Lot: 11 Unit: U11	1300.00
Lot: 13 Unit: U13	21.69
Lot: 14 Unit: U14	1300.00
Lot: 15 Unit: U15	1300.00
Lot: 16 Unit: U16	1299.82
Lot: 17 Unit: U17	1300.00
Lot: 22 Unit: U22	1300.00
Lot: 23 Unit: U23	1300.00
Lot: 24 Unit: U24	41.70
Lot: 25 Unit: U25	1300.00
Lot: 26 Unit: U26	3.76
Lot: 28 Unit: U28	1300.00
Lot: 29 Unit: U29	1300.00
Lot: 3 Unit: U3	1300.00
Lot: 30 Unit: U30	3.99
Lot: 32 Unit: U32	1300.00
Lot: 33 Unit: U33	272.90
Lot: 34 Unit: U34	1300.00
Lot: 7 Unit: U7	1300.00
Lot: 8 Unit: *U8	1300.00
	<b>\$ 28,943.86</b>

## Note 13 Accounts Payable Liability

Detail	Amount
ACTIVE CARPENTRY maintenance around complex	506.00
Adrian Foster -taking bins in/out 28/08/2025	210.00
	<b>\$ 716.00</b>

# Insurance Report

Body Corporate for VILLA HOLLOWAY CTS 1257

Policy number : HU0047903

21-31 POINCIANA STREET HOLLOWAYS BEACH QLD 4878

## Insurance Policy Details

<b>Policy Number:</b>	HU0047903
<b>Period of Insurance:</b>	30 May 2025 to 30 May 2026
<b>Insurance Company:</b>	CHU/QBE Insurance Limited
<b>Broker (if any):</b>	Body Corporate Brokers Pty Ltd (QLD)
<b>Amount of Premium:</b>	\$ 41,835.00
<b>Paid Date:</b>	31 May 2025

Policy Type	Amount of cover	Excess
Workers Compensation Insurance	Not Insured	0.00
Voluntary Workers Insurance	\$200000/2000	0.00
Property, Death and Injury (Public Liability)	\$30,000,000	0.00
Paint	Included	0.00
Office Bearers Liability Insurance	\$5,000,000	0.00
Machinery Breakdown Insurance	\$10,000	0.00
Lot Owner's Fixtures and Improvements	\$250000	0.00
Loss of Rent	\$1,500,975	0.00
Legal Defence Expenses	\$50,000	0.00
Government Audit Costs	\$25,000	0.00
Fusion Cover	Not Insured	0.00
Flood	Excluded	0.00
Floating Floors	Included	0.00
Fidelity Guarantee Insurance	\$100,000	0.00
Damage (i.e. Building) Policy	\$10,006,500	2,000.00
Community Income	Not Insured	0.00
Common Area Contents	\$100,065	0.00
Building Catastrophe	\$1,500,975	0.00
Appeal Expenses	\$100,000	0.00

## Note

Record Created: 02/06/2025 @ 7:20:50 pm (AEDST)  BCB Contact Details:  contactus@bcb.com.au  07 5668 7800  BCB Invoice No. 1077719  Excesses:   Water Damage: \$ 10,000  Machinery Breakdown: \$ 1,000  Burst Pipes: \$ 10,000  Legal Defence: \$ 1,000  All Other Claims: \$ 2,000

# CTS 1257

ABN: 77622682352  
21-31 POINCIANA STREET  
HOLLOWAYS BEACH QLD 4878

Accounts: 1300889227  
Body Corporate Services (QLD) Pty Ltd

## STATEMENT OF CONTRIBUTIONS

For the period 6 Feb 2025 to 1 Mar 2026

Brooke Melissa Caruana  
8 Coconut Street  
Holloways Beach Queensland 4878

Issue Date: 06/02/26

### Statement Activity for Body Corporate for VILLA HOLLOWAY CTS 1257 - ABN/ACN: 77622682352

Lot: 27 Unit: U27

Address: 21-31 POINCIANA STREET, HOLLOWAYS BEACH, QLD 4878

Date	Description	Period (if applicable)	Admin	Sink	Balance
28/02/25	Payment 1308.30		(494.01)	(814.29)	(1,308.30)
01/03/25	Levies - normal	01-03-25 to 31-05-25	494.01	0.00	(814.29)
01/03/25	Levies - normal	01-03-25 to 31-05-25	0.00	814.29	0.00
30/05/25	Payment 1308.30		(494.01)	(814.29)	(1,308.30)
01/06/25	Levies - normal	01-06-25 to 31-08-25	0.00	814.29	(494.01)
01/06/25	Levies - normal	01-06-25 to 31-08-25	494.01	0.00	0.00
01/09/25	-- START OF LEVY YEAR 2025 --		0.00	0.00	0.00
01/09/25	Levies - normal (interim)	01-09-25 to 30-11-25	821.43	0.00	821.43
01/09/25	Levies - normal (interim)	01-09-25 to 30-11-25	0.00	478.57	1,300.00
01/09/25	Payment 1300.00		(821.43)	(478.57)	0.00
01/12/25	Levies - normal (interim)	01-12-25 to 28-02-26	821.43	0.00	821.43
01/12/25	Levies - normal (interim)	01-12-25 to 28-02-26	0.00	478.57	1,300.00
01/12/25	Payment 1300.00		(821.43)	(478.57)	0.00
01/03/26	Levies - normal	01-03-26 to 31-05-26	678.57	0.00	678.57
01/03/26	Levies - normal	01-03-26 to 31-05-26	0.00	721.43	1,400.00

Continued on next page.

**Total Amount as at 1st March 2026**

**\$ 1,400.00DR**

# CTS 1257

ABN: 77622682352  
21-31 POINCIANA STREET  
HOLLOWAYS BEACH QLD 4878

Accounts: 1300889227  
Body Corporate Services (QLD) Pty Ltd

## STATEMENT OF CONTRIBUTIONS

For the period 6 Feb 2025 to 1 Mar 2026

Brooke Melissa Caruana  
8 Coconut Street  
Holloways Beach Queensland 4878

Issue Date: 06/02/26

### Statement Activity for Body Corporate for VILLA HOLLOWAY CTS 1257 - ABN/ACN: 77622682352

Lot: 27 Unit: U27  
Address: 21-31 POINCIANA STREET, HOLLOWAYS BEACH, QLD 4878

Date	Description	Period (if applicable)	Admin	Sink	Balance
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If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Body Corporate for CTS 1257



**DEFT**  
PAYMENT SYSTEMS

DEFT Reference Number:  
2607 6859 3347 0890 0202

VILLA HOLLOWAY  
Lot: 27 Unit: U27  
VILLA HOLLOWAY

Total Amount: \$ 1,400.00DR  
as at 1st March 2026

### How to Pay

- Bpay:** Call your bank, credit union or building society to make this payment from your cheque or savings account.
- Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment at any post office.



Biller Code: 96503  
Reference: 2607 6859 3347 0890 0202



\*496 260768593 34708900202

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).

+260768593 34708900202<

000140000<4+

**PROPERTY ADDRESS**

LOT 27 | 21-31 POINCIANA STREET, HOLLOWAYS BEACH

# STATUTORY WARRANTIES REPORT



[WWW.BCREPORTS.COM.AU](http://WWW.BCREPORTS.COM.AU)



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## Statutory Warranties - 10/02/2026

Building Name Villa Holloway, CTS# 1257 For Lot #27 on Plan #BUP70363

### Implied Warranties, Defects and Other Matters

Sinking Fund Analysis dated 18/12/2012, prepared by Beacon Consulting.

Extraordinary General Meeting 08/09/2023:

Resolved to approve quote of \$17,325.00 for roof replacement of the building.

Committee Meeting 07/08/2025:

Maintenance: Roof Replacement - efforts are being made to secure a resilience program for the roof replacement to help fund the project.

Sinking Fund & Recent Expenditure: resolved not to allocate any Sinking Fund monies for major works until the fund is in a stronger financial position.

AGM 03/11/2025:

Resolved to engage contractor to prepare an Annual Fire Safety Compliance Report. (No report sighted)

Summary of Findings & Recommendations extracted from the Safety Audit Report dated 07/11/2025, prepared by Bellator Property Consultants. (3 items noted)

Standard Timber Pest Detection Report dated 24/11/2025, prepared by Pestrid Pest Management Services. (Active termites found to stump in Unit 24 garden. Termite damage/workings found at Unit 12 wall beside hot water service outlets, Unit 24 termite mud staining to patio wall, trellis outside Unit 30. Fungal decay found to fascia boards of Unit 21,19,20,23 & 32 to trellises & fencing around site. Sighted Subterranean Termite Management Proposal.)

Follow Up Special-Purpose Termite Detection/Treatment Report dated 28/11/2025, prepared by Pestrid Pest Management Services. (Treatment of live termites at Unit 24 garden)

Extraordinary General Meeting 22/01/2026:

Resolved to accept quote of \$28,823.86 inc GST to upgrade the main switchboard.

Resolved to rescind Motion 6 Adoption of Sinking Fund Budget & Fixing of Contributions from the AGM 03/11/2025 and to approve the amended Adoption of Sinking Fund Budget & Fixing of Contributions of \$2,400.00 per lot entitlement per annum. (See attached minutes for levy breakdown)

Correspondence between the Body Corporate Manager & Committee approving a quote of \$8,052.00 to rectify the water leak in Unit 30 & 32.

Current levies in arrears of \$3,175.24 as at 06/02/2026.

The sales contract does require the owner to provide information in relation to any unapproved improvements on common property benefiting the lot or outstanding by-law contravention notices in relation to the lot. Whilst every effort is made to source this information in the body corporate records, it is not always available, and the owner will need to disclose this information along with this report.

Initialed by:  
  
C9578EB28979

\_\_\_\_\_  
Seller Initials (acknowledged true and correct)

\_\_\_\_\_  
Buyers Initials (read and acknowledged)

## **Disclaimers and Exclusions**

The information contained in this report was extracted from the books and records of the Body Corporate Manager. Body Corporate Managers retain building information in either hard copies, electronic copies, or both. As Search Agents, we rely on the information presented to us being made accessible and filed correctly.

Implied Warranties, defects and other matters included are applicable to the 2 year period preceding the date of this report. Correspondence is viewed for Topics of interest or for information specifically pertaining to the Lot and applicable to the 3 month period preceding the date of this report.

There is a possibility that all of the Body Corporate records may not have been made available for inspection, or the records may not have contained all of the information of interest to the Purchaser or Mortgagee. Due to the way in which documents are sometimes categorized and filed, Body Corporate Reports will not accept responsibility in either event. It is highly recommended that any purchaser obtain a Full Strata Inspection Report, which includes an extensive building history and a complete record of matters of interest to the buyer.

**Building Name Villa Holloway, CTS# 1257 For Lot #27 on Plan #BUP70363**

Body Corporate Services Pty Ltd  
82010120144

Reply Paid 5134 Cairns 4870  
bcs\_cairns@bcssm.com.au  
picagroup.com.au/bcs-strata-cairns

Ph 1300889227



## Annual General Meeting

**BODY CORPORATE FOR VILLA HOLLOWAY  
COMMUNITY TITLES SCHEME 1257  
21-31 POINCIANA STREET**

Dear Owner

Please find enclosed the **minutes** of the recently held general meeting for VILLA HOLLOWAY CTS 1257.

We ask that you read the minutes carefully as the matters considered impact the running of your Body Corporate.

If you require any further information or assistance in relation to the meeting outcomes, you are welcome to contact our office.

Regards

Nikkola Walker  
Strata Manager

# MINUTES – GENERAL MEETING

## BODY CORPORATE FOR VILLA HOLLOWAY COMMUNITY TITLES SCHEME 1257 21-31 POINCIANA STREET

These are the minutes of the **Annual General Meeting** for the Body Corporate for **VILLA HOLLOWAY Community Titles Scheme 1257** held **Level 4, 46-48 Sheridan Street, Cairns, QLD, 4870**; commenced at **03:30 PM Qld Time on 03 Nov 2025**.

### Lots Represented

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#### Lot No

<u>1</u>	Susan Mary Muller (Loukas)	Paper vote
<u>3</u>	David Graham Coles	Owner present
<u>6</u>	Svetlana Gunaratne	Paper vote
<u>8</u>	Jan Elizabeth Page	Owner present
<u>9</u>	Jennifer Graham	Owner present (pre-voted)
<u>10</u>	Shelagh Murphy	Owner present
<u>11</u>	Suzanne Karen Leotta	Owner present
<u>14</u>	Anna Karin Olofsdotter Ohrman	Owner present
<u>20</u>	Peter Michael O'Beirne	Electronic vote
<u>23</u>	Lynda Brown	Electronic vote
<u>34</u>	Christine Wilson	Electronic vote
<u>35</u>	Justine Bernadine Bale	Owner present

### Apologies

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Nil

### In Attendance

---

Nikkola Walker representing Body Corporate Services Pty Ltd.

### Chairperson of Meeting

---

Jennifer Graham chaired the meeting with the guidance and assistance from Nikkola Walker, Strata Manager.

### Quorum

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The chairperson declared that a quorum was represented and the meeting was declared open at 03:30 PM.

## Open Motions

<b>1</b>	<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the minutes of the annual general meeting held on 21/11/2024 be confirmed as a true and correct record of the proceedings at that meeting.	
	<b>Motion CARRIED.</b>	
	<b>Votes:</b>	Yes 10      No 0      Abstain 2      Invalid 0
<b>2</b>	<b>Adoption of Statement of Accounts</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the Non-Audited statement of accounts for the administrative and sinking funds for the year ending 31/08/2025 attached to the agenda be adopted.	
	<b>Motion CARRIED.</b>	
	<b>Votes:</b>	Yes 12      No 0      Abstain 0      Invalid 0
<b>3</b>	<b>No Audit</b>	<b>Special Resolution</b>
	<i>Statutory Motion</i>	
	That the Body Corporate's statement of accounts for the financial year 01/09/2025 to 31/08/2026 NOT be audited.	
	*NOTE: If you want the accounts to be audited, vote 'no'; if you do not want the accounts to be audited, vote 'yes'.	
	<b>Motion CARRIED.</b>	
	<b>Votes:</b>	Yes 11      No 1      Abstain 0      Invalid 0
<b>4</b>	<b>Appointment of Auditor</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the Body Corporate AGREES that the statement of accounts for the financial year 01/09/2025 to 31/08/2026 be audited, the proposed auditor being Kelly & Partners.	
	<b>Motion lapsed as No Audit was CARRIED</b>	

**5 Adoption of Administrative Fund Budget and Fixing of Contributions Ordinary Resolution**

*Statutory Motion*

That the administrative fund budget for the financial year ending 31/08/2026, which totals \$105,000.00 including GST, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/09/2025	30/11/2025	01/09/2025	\$28,750.00	\$821.43
01/12/2025	28/02/2026	01/12/2025	\$28,750.00	\$821.43
01/03/2026	31/05/2026	01/03/2026	\$23,750.00	\$678.57
01/06/2026	31/08/2026	01/06/2026	\$23,750.00	\$678.57
			<b>\$105,000.00</b>	<b>\$3,000.00</b>

**Total lot entitlements 35** with each lot entitlement attracting a levy of \$3,000.00 including GST, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/09/2026	30/11/2026	01/09/2026	\$26,250.00	\$750.00
01/12/2026	28/02/2027	01/12/2026	\$26,250.00	\$750.00
			<b>\$52,500.00</b>	<b>\$1,500.00</b>

**Motion CARRIED.**

**Votes:** Yes 12 No 0 Abstain 0 Invalid 0

**6 Adoption of Sinking Fund Budget and Fixing of Contributions**

**Ordinary Resolution**

*Statutory Motion*

That the sinking fund budget for the financial year ending 31/08/2026, which totals \$77,000.00 including GST, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/09/2025	30/11/2025	01/09/2025	\$16,750.00	\$478.57
01/12/2025	28/02/2026	01/12/2025	\$16,750.00	\$478.57
01/03/2026	31/05/2026	01/03/2026	\$21,750.00	\$621.43
01/06/2026	31/08/2026	01/06/2026	\$21,750.00	\$621.43
			<b>\$77,000.00</b>	<b>\$2,200.00</b>

**Total lot entitlements 35** with each lot entitlement attracting a levy of \$2,200.00 including GST, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/09/2026	30/11/2026	01/09/2026	\$19,250.00	\$550.00
01/12/2026	28/02/2027	01/12/2026	\$19,250.00	\$550.00
			<b>\$38,500.00</b>	<b>\$1,100.00</b>

**Motion CARRIED.**

**Votes:** Yes 12 No 0 Abstain 0 Invalid 0

**7 Confirmation of Insurance**

**Ordinary Resolution**

*Statutory Motion*

That:

- a. the following insurance policies held by the body corporate be confirmed:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0047903	CHU/QBE Insurance Limited	30 May 2026	Appeal Expenses	\$100,000.00
			Workers Compensation Insurance	Not Insured
			Voluntary Workers Insurance	\$200,000.00 / \$2,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Paint	Included
			Office Bearers Liability Insurance	\$5,000,000.00
			Machinery Breakdown Insurance	\$10,000.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Loss of Rent	\$1,500,975.00
			Legal Defence Expenses	\$50,000.00
			Government Audit Costs	\$25,000.00
			Fusion Cover	Not Insured
			Flood	Excluded
			Floating Floors	Included
			Fidelity Guarantee Insurance	\$100,000.00
			Damage (i.e. Building) Policy	\$10,006,500.00
Community Income	Not Insured			
Common Area Contents	\$100,065.00			
Building Catastrophe	\$1,500,975.00			
TOTAL PREMIUM: \$41,835.00				

- b. the body corporate manager be authorised to obtain quotations through the body corporate's insurer or broker
- c. the body corporate acknowledge their obligation and thereby authorise the body corporate manager, to provide and/or disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including a work, health and safety report, defects report and the like
- d. the body corporate acknowledge that the last insurance valuation for the scheme was completed on 11/12/2024, which states a full replacement value of \$9,530,000.00
- e. That the body corporate provide informed consent for Body Corporate Brokers as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy. A portion of this commission may be shared with the Agent, as an Authorised Representative of Body Corporate Brokers as per the terms of your management agreement. The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

**Motion CARRIED.**

**Votes:**

Yes 12

No 0

Abstain 0

Invalid 0



**11 Debt Management - Recovery Activity**

**Ordinary Resolution**

*Submitted by Committee*

That the body corporate appoint Kemp's Petersons Receivables to commence recovery action 54 days after the contribution due date on every lot with an unpaid contribution or instalment of \$500.00 or more by the date for payment. Kemp's Petersons Receivables to be authorised to undertake the following, but not limited to:

- (a) Issue letters of demand;
- (b) undertake phone demands;
- (c) facilitate settlement negotiations;
- (d) monitor payment plans;
- (e) source owner contact details; and
- (f) undertake field calls.

Additionally, in accordance with the Act and Regulations, any and all reasonable costs incurred by the body corporate in the course of recovering the unpaid contributions or instalments will be charged to the lot owner.

**Motion CARRIED.**

**Votes:** Yes 12 No 0 Abstain 0 Invalid 0

**12 Annual Fire Safety Compliance Report**

**Ordinary Resolution**

*Submitted by Committee*

That the body corporate -

- a. Engages the services of Fire Auditors to prepare an Annual Fire Safety Compliance Report at a cost of \$770 to be met from the administrative fund, and
- b. The body corporate manager be authorised to obtain quotes for any non-compliance matters identified in the Annual Fire Safety Compliance Report.

**Motion CARRIED.**

**Votes:** Yes 12 No 0 Abstain 0 Invalid 0

**13 Insurance Valuation**

**Ordinary Resolution**

*Submitted by Committee*

- 1. That the Body Corporate appoint Bellator Property Consultants to prepare an independent insurance valuation report for the full replacement value of the building/s at a total cost of \$891.00 to be met from the administrative fund; and
- 2. The body corporate manager be instructed to provide the insurance valuation report to the Body Corporate's insurance broker or insurer to adjust the building sum insured; and
- 3. Any subsequent endorsement invoice or credit note be referred to the Committee for approval prior to payment.

**Motion DEFEATED.**

**Votes:** Yes 2 No 9 Abstain 1 Invalid 0

**14 Sinking Fund Forecast** **Ordinary Resolution**

*Submitted by Committee*

That the body corporate engage the services of Bellator Property Consultants to prepare a Sinking Fund Forecast in order that the sinking fund budget may be determined in accordance with the Act, the cost to the body corporate totalling \$1,243.00 to be met from the administrative fund.

**Motion DEFEATED.**

**Votes:**                                      Yes 4                                      No 6                                      Abstain 2                                      Invalid 0

**15 Safety Audit Report** **Ordinary Resolution**

*Submitted by Committee*

The body corporate resolves that Bellator Property Consultants be engaged to carry out a Safety Audit of the common property to assist in minimising the liability risk to owners from injuries occurring on common property at a total cost of \$550.00 to be met from the administrative fund.

**Motion CARRIED.**

**Votes:**                                      Yes 10                                      No 1                                      Abstain 1                                      Invalid 0

**16 Signatories** **Ordinary Resolution**

*Submitted by Owner Lot 22 - Joanne O'Callaghan*

*'Motion as Submitted by Owner -*

That three signatories be nominated for the approval of invoice payments, with any two of the three required to authorise each payment. It is proposed that the nominated signatories by the committee based on suitability and group consensus.

**Motion CARRIED.**

**Votes:**                                      Yes 12                                      No 0                                      Abstain 0                                      Invalid 0

**17 Contractor Invoice Requirements** **Ordinary Resolution**

*Submitted by Owner Lot 22 - Joanne O'Callaghan*

*Motion as Submitted by Owner -*

That all invoices submitted for payment by contractors must include more than just a total amount.

Invoices should provide:

- A brief description of the work or service
- The number or quantity, where applicable
- The dollar amount per item or unit
- The total amount payable

This will help ensure information is clearly presented and easily understood by all committee members, and will support consistent record-keeping

**Motion CARRIED.**

**Votes:**                                      Yes 11                                      No 1                                      Abstain 0                                      Invalid 0

## Committee Members

---

<b>CHAIRPERSON</b>	<b>Anna Ohrman</b>	<b>Lot no 14</b>
<b>SECRETARY</b>	<b>David Coles</b> c/- Reply Paid 5134, Cairns QLD 4870	<b>Lot no 3</b>
<b>TREASURER</b>	<b>Suzanne Leotta</b>	<b>Lot no 11</b>
<b>ORDINARY MEMBERS</b>	<b>Jennifer Graham</b>	<b>Lot no 9</b>
	<b>Shelagh Murphy</b>	<b>Lot no 10</b>
	<b>Joanna O'Callaghan</b>	<b>Lot no 22</b>
<b>NON-VOTING MEMBERS</b>	<b>Nikkola Walker</b>	<b>Strata Manager</b>
<b>RECONCILIATION REPORT RECIPIENT</b>	<b>Suzanne Leotta</b>	<b>Lot no 11</b>

## Closure

---

There being no further business the Chairperson declared the meeting closed at 04:11 PM.

## Secretary

---

Please forward correspondence to:

The Secretary

C/- Body Corporate Services Pty Ltd

Reply Paid      Reply Paid 5134 Cairns QLD 4870

Email            bcs\_cairns@bcsm.com.au

Phone            1300889227

Body Corporate Services Pty Ltd  
82010120144

Reply Paid 5134 Cairns 4870  
bcs\_cairns@bcssm.com.au  
picagroup.com.au/bcs-strata-cairns

Ph 1300889227



## Extraordinary General Meeting

**BODY CORPORATE FOR VILLA HOLLOWAY  
COMMUNITY TITLES SCHEME 1257  
21-31 POINCIANA STREET**

Dear Owner

Please find enclosed the **minutes** of the recently held general meeting for VILLA HOLLOWAY CTS 1257.

We ask that you read the minutes carefully as the matters considered impact the running of your Body Corporate.

If you require any further information or assistance in relation to the meeting outcomes, you are welcome to contact our office.

Regards

Nikkola Walker  
Strata Manager

# MINUTES – GENERAL MEETING

## BODY CORPORATE FOR VILLA HOLLOWAY COMMUNITY TITLES SCHEME 1257 21-31 POINCIANA STREET

These are the minutes of the **Extraordinary General Meeting** for the Body Corporate for **VILLA HOLLOWAY Community Titles Scheme 1257** held **Level 4, 46-48 Sheridan Street, Cairns, QLD, 4870**; commenced at **11:30 AM Qld Time on 22 Jan 2026**.

### Lots Represented

---

#### Lot No

<u>1</u>	Susan Mary Muller	Owner present
<u>3</u>	David Coles	Owner present (pre-voted)
<u>9</u>	Jennifer Graham	Electronic vote
<u>10</u>	Shelagh Murphy	Owner present
<u>11</u>	Suzanne Leotta	Owner present (pre-voted)
<u>12</u>	Diane Pamela Lind	Owner present
<u>14</u>	Anna Karin Olofsdotter Ohrman	Owner present
<u>20</u>	Peter M O'Beirne	Electronic vote
<u>22</u>	Jo O'Callaghan	Paper vote
<u>23</u>	Lynda Brown	Electronic vote
<u>31</u>	Adam Ivanyi	Electronic vote
<u>34</u>	Christine Wilson	Electronic vote
<u>35</u>	Justine Bernadine Bale	Owner present

### Apologies

---

Joanna O'Callaghan Unit 22

Jane Page Unit 8

### In Attendance

---

Nikkola Walker representing Body Corporate Services Pty Ltd.

### Chairperson of Meeting

---

Anna Karin Olofsdotter Ohrman chaired the meeting with the guidance and assistance from Nikkola Walker, Strata Manager.

### Quorum

---

The chairperson declared that a quorum was represented and the meeting was declared open at 11:30 AM.



**2.3 Acceptance of Quote - Main Switchboard Upgrade - Richardson Electrical Ordinary Resolution**

That the Body corporate accepts the following quotation circulated to the Committee with the notice of this motion:

Funds to be taken from the Sinking Fund

Contractor: Richardsons's Electrical Services

Amount: \$39,534.00 including GST

Quote Date: 3/11/2025

Quote Ref: W42459

Description of Works: Switchboard upgrade as per attached quote

**Motion NOT QUALIFIED.**

**Votes:** Yes 0 No 13 Abstain 0 Invalid 0

Motion 2.1 was chosen as the outcome for this same issue motion as it was the only qualifying motion

**3 Amended Adoption of sinking fund budget and fixing of contributions Ordinary Resolution**

*Statutory Motion*

That Motion 6 *Adoption of Sinking Fund Budget and Fixing of Contributions* from the AGM held on the 3/11/2025 be rescinded and that the Body Corporate approve the amended *Adoption of Sinking Fund Budget and Fixing of Contributions* as per the below;

That the sinking fund budget for the financial year ending 31/08/2027 totaling \$84,000.00 including GST, be adopted and contributions be determined in accordance with the Regulation, in instalments set out in the table below:

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/09/2025	30/11/2025	01/09/2025	\$16,750.00	\$478.57
01/12/2025	28/02/2026	01/12/2025	\$16,750.00	\$478.57
01/03/2026	31/05/2026	01/03/2026	\$25,250.00	\$721.43
01/06/2026	31/08/2026	01/06/2026	\$25,250.00	\$721.43
			<b>\$84,000.00</b>	<b>\$2,400.00</b>

**Total Contribution Lot Entitlements:** 35, with each lot entitlement subject to a levy of \$2,400.00 including GST, for the current financial year.

Furthermore, that interim sinking fund contributions be determined for the following financial year commencing from 31/08/2027 in accordance with the Regulation, in instalments set out in the table below:

**Interim Periods**

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/09/2026	30/11/2026	01/09/2026	\$22,750.00	\$650.00
01/12/2026	28/02/2027	01/12/2026	\$22,750.00	\$650.00
			<b>\$45,500.00</b>	<b>\$1,300.00</b>

Subject to 0% settlement discount for payment on or before the due date.

**Motion CARRIED.**

**Votes:** Yes 12 No 1 Abstain 0 Invalid 0

## Closure

---

There being no further business the Chairperson declared the meeting closed at 11:47 AM.

## Secretary

---

Please forward correspondence to:

The Secretary

C/- Body Corporate Services Pty Ltd

Reply Paid      Reply Paid 5134 Cairns QLD 4870

Email            bcs\_cairns@bcssm.com.au

Phone            1300889227

# COMMITTEE MEETING

**BODY CORPORATE FOR VILLA HOLLOWAY  
COMMUNITY TITLES SCHEME 1257  
21-31 POINCIANA STREET, HOLLOWAYS BEACH**

Dear Owner

Please find enclosed the **minutes** of the recently held committee meeting for VILLA HOLLOWAY CTS 1257.

We ask that you read the minutes carefully as the matters considered impact the running of your Body Corporate and may include decisions that affect your lot.

Please also visit the Community Hub website in order to have 24/7 access to valuable resources relating to your scheme including your levy contribution information, community documents, insurance details and financial information. Please visit [www.picagroup.com.au/services/communityhub/](http://www.picagroup.com.au/services/communityhub/) for more information.

If you require any further information or assistance in relation to the meeting outcomes, you are welcome to contact our office.

Regards

Nikkola Walker

Strata Manager

# MINUTES – COMMITTEE MEETING

## BODY CORPORATE FOR VILLA HOLLOWAY CTS 1257

21-31 POINCIANA STREET, HOLLOWAYS BEACH, QLD, 4878

These are the minutes of the Committee Meeting for the Body Corporate for VILLA HOLLOWAY CTS 1257 held Level 4, 46-48 Sheridan Street, Cairns, QLD, 4870; commencing at 02:30 PM Qld Time on Thursday, 07 August 2025.

### Present in Person

---

#### Committee Voting Members

Chairperson	Joanna Bartholomew
Secretary	Christine Wilson – proxy vote Suzanne Leotta
Treasurer	Suzanne Leotta
Ordinary Members	Susan Loukas – proxy vote Joanna Bartholomew, Joseph Thys

#### Committee Non Voting Members

Strata Manager	Nikkola Walker
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### In Attendance

---

#### With Notice

Lot no 14	Anna Ohrman
Lot no 35	Justine Bale (proxy Georgie)

### Apologies

---

Christine Wilson	Secretary/Lot 34
Susan Loukas	Ordinary Member/Lot 1

### Proxies

---

Christine Wilson represented by proxy to Suzanne Leotta

Susan Loukas represented by proxy to Joanna Bartholomew

**MOTION** That the committee approve the appointment of Suzanne Leotta to act as proxy for the Secretary.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

### Chairperson of Meeting

---

Joanna Bartholomew chaired the meeting, with the guidance and assistance from Nikkola Walker, Strata Manager.

## Quorum

---

The Chairperson confirmed that a quorum was represented and the meeting was declared open at 2:30pm.

## 1. Confirmation of Minutes

---

### 1.1 Confirmation of Committee Meeting Minutes

**MOTION** That the minutes of the committee meeting held on 02/06/2025 be confirmed as a true and correct record of the proceedings of that meeting.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 2. Finance

---

### 2.1 Statement of Accounts

The Statement of Accounts as at 07/08/2025 were tabled, which showed balances as follows:

Administrative Fund	\$26,211.08
Sinking Fund	<u>\$48,889.13</u>
<b>Total Owners' funds</b>	<b><u>\$75,100.21</u></b>

**MOTION** That the Statement of Accounts as at 07/08/2025 as tabled be accepted.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 3. Cleaners

---

**MOTION:** The committee resolves to terminate the current contractor responsible for cleaning the complex and bins, and to engage a new contractor with a clearly defined scope of work.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 4. Maintenance

---

1. **Security Lights:** The motion sensor light outside Unit 32 is not working properly. BCS to send a work order to Freshwater Electrical or Richardsons. Additionally, to install security lights in the carport areas: one at the back of carport 8 pointing to the pathway, and another facing carport 11 and 14 from building 11.
2. **Pavers:** Feedback on the current pavers contractor for Unit 20 has been unfavourable. The committee is engaging a new contractor. Unit 32, the pavers are not level and need to be levelled out. The committee is arranging a contractor to fix this issue.
3. **Gate Installation:** Unit 23 has requested to install a gate and has already dug holes. The committee has asked them to halt the installation until it has been approved.
4. **Roof Replacement:** Efforts are being made to secure a resilience program for the roof replacement to help fund the project.
5. **Garden Maintenance:** Mulching is currently on hold. The gardener needs a more detailed scope of works and a better timeframe for visits. The committee will develop a scope of work and advise the contractor accordingly. Additionally, the monthly trim will be replaced with a three-monthly tidy-up.
6. **Palm Removal:** The committee will be sending a list of owners who need to remove palms that have been installed on common property.

## 5. Insurance

---

Any owner who installs a structure on common property, whether or not they have committee approval, is responsible for all associated costs. This includes expenses for damages, repairs, maintenance, and any insurance claims resulting from injuries caused by the item.

## 6. Security Door Locks

---

**MOTION:** The committee resolve that any owner wishing to install security doors or locks must first obtain approval from the committee. This can be done by submitting a building works application, which is available on the BCS website or can be requested from the Strata Manager.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 7. Private Boundaries And Fences

---

**MOTION:** The committee resolve that any owner wishing to install private boundary fences must ensure the fence matches the construction of the pool fence, does not have any locks on the gate or fence, and is 1 metre in height.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 8. Sinking Fund And Recent Expenditures

---

**MOTION:** The committee has resolved not to allocate any Sinking Fund monies for major works until the fund is in a stronger financial position.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 9. Carport Roof

---

Update on carport roof – Still awaiting quotes from contractors.

## 10. Pool Status Update

---

Update on Pool – Kirratech has informed us that they need to send two technicians on-site to identify the issue with the pool leak. They will contact us next week to schedule a time for their visit.

## 11. Driveway And Tree Roots

---

**MOTION:** The committee has decided to arrange for the gardener to remove the palms near Unit 23 that are causing the bitumen to lift. Once this is completed, a contractor will be engaged to repair the bitumen.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

## 12. U23 Gate Installation

---

**MOTION:** That the committee accepts the installation of a gate from the Owner of Lot 23 on the following conditions:

1. The work must be completed by a suitably qualified and licensed contractor that holds the appropriate insurance, to cover the owner and Body Corporate.
2. Construction must comply with the existing by laws and not interfere with adjoining neighbours.
3. During completion of the works no materials or other items associated with the works are to be placed or remain on common property, without the prior written approval of the Body Corporate.
4. Any damage to common property caused by the works is to be repaired within 7 days at the Owner's cost.
5. All costs associated with the works and future maintenance are the responsibility of the Owner of the lot.
6. The Owner must unconditionally waive any liability and/or responsibility otherwise, on the Body Corporate / Committee for any damage or loss occasioned by the works, no matter whatsoever caused and acknowledges that this may not be covered under the scheme insurance.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

### 13. Committee Resignation & Appointment

---

**MOTION** That Jennifer Graham be appointed as Ordinary Member of the Body Corporate Committee to fill the vacancy that has occurred as a result of the resignation of Joseph Thys from the committee.

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

### 14. Next Scheduled Meeting(s)

---

**MOTION** That the next meeting(s) be scheduled to be held on or about: TBA

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

### 15. Closure

---

**MOTION** There being no further business the Chairperson declared the meeting closed at 3:40pm

**RESOLVED** that the motion be **carried** Yes 5 No 0 Abstain 0

### Secretary

---

Please forward correspondence to:

Secretary of the Body Corporate

C/- Body Corporate Services Pty Ltd

Post Reply Paid 5134, Cairns QLD 4870

Email [bcs\\_cairns@bcssm.com.au](mailto:bcs_cairns@bcssm.com.au)

Phone (07)40404000

# **SAFETY AUDIT REPORT**

## **WHS - Common Areas**

# **VILLA HOLLOWAY**

21-31 Poinciana Street Holloways Beach QLD 4878

07/11/2025



## 6. SUMMARY OF FINDINGS AND RECOMMENDATIONS

### 6.1 Road surfaces and Parking areas.

The following issues relate to items identified in Part 1 of the table above. Line 1.2 (Areas free from obstructions) and Line 1.4 (Adequate width).

#### Photo Evidence.

Image 1. Drain grate.



Image 2. Drain grate.



#### Inspection Finding:

The drain grills have a noticeable dip and faded safety markings.

#### Potential Safety Issues:

Drain grills can alter surface levels creating potential trip and fall hazards especially in wet or low conditions.

#### Recommendation:

We recommend applying high-visibility paint markings around the drain grill in the carpark spaces.

**Road Surfaces and Parking Areas. (Cont'd).**

**Photo Evidence.**

**Image 3.** No parking lines.



**Inspection Finding:**

There are no parking lines in the carpark area.

**Potential Safety Issues:**

Can restrict access, increase the risk of accidents, and create hazards for both drivers and pedestrians.

**Recommendation:**

We recommend marking all parking areas and installing clear directional signage to ensure proper vehicle alignment.

## 6.2 Walkways/Accessways, Stairs and Elevators

The following issues relate to items identified in Part 2 of the table above. Line 2.1 (Areas free from obstructions) and Line 2.3 (Good condition).

### Photo Evidence.

Image 1. Elevated surface.



Image 2. Storage cabinets.



### Inspection Finding:

Image 1: Raised concrete surface.

Image 2: Items placed in common accessway.

### Potential Safety Issues:

The raised concrete poses a significant trip and fall hazard. Because this accessway may serve as an emergency route, the obstruction could delay or restrict quick egress during an emergency.

### Recommendation:

We recommend applying high visibility safety markers to the edge of the raised concrete and removing the storage cabinets to ensure that this accessway remains clear of any obstacles.

**Walkways/Accessways, Stairs and Elevators. (Cont'd)**

**Photo Evidence.**

**Image 3.** Wheelie bin storage area.



**Image 4.** Damaged timber paling.



**Inspection Finding:**

Image 3: Raised concrete surface to the wheelie bin area.

Image 4: Deteriorated timber fencing.

**Potential Safety Issues:**

These items can create tripping and laceration hazards.

**Recommendation:**

We recommend applying high visibility paint to the concrete edging and replacing or repairing the timber enclosure.

### 6.3 Grounds and Landscaping.

The following issues relate to items identified in Part 8 of the table above. Line 8. 3 (All areas are clean and tidy).

#### Photo Evidence.

Image 1. Tall trees



Image 2. Tall trees



#### Inspection Finding:

Images 1 and 2 are of the same area safety concern. These trees around the property appeared in sound condition without any broken or damaged branches.

#### Potential Safety Issues:

Tall trees can increase the risk of falling debris especially in bad weather.

#### Recommendation:

We recommend regularly monitoring these trees around the common areas for signs of changed conditions and address any issues in a timely manner. Consult an arborist for any significant concerns.

**Grounds and Landing. (Cont'd).**

**Photo Evidence.**

**Image 3.** Debris & tree roots.



**Image 4** Debris & tree roots



**Inspection Finding:**

Images 3 and 4 are of the same safety concern where there is build-up of debris. Under sections of debris are raised tree roots.

**Potential Safety Issues:**

The accumulation of debris can conceal hidden hazards, while tree roots may create additional trip risks.

**Recommendation:**

We recommend regularly clearing debris from the area and addressing or removing exposed tree roots to eliminate potential tripping hazards and ensure safe access.



A **Flick** ANTICIMEX COMPANY



---

21-31 Poinciana Street, Holloways Beach Queensland, 4878 Australia

## **Standard Timber Pest Detection Report**

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Pestrid Pest Management Services  
ABN: 85 000 059 665 QBCC: 54798  
319-323 Spence Street, BUNGALOW, QLD, 4870  
admin@pestridservices.com.au  
www.pestridservices.com.au  
07 4045 6755

24th Nov, 2025

## Standard Timber Pest Detection Report

Form: STDR 1.4.5 - 17th January 2016

This Standard Timber Pest Detection Report (hereinafter called "the Report") is issued subject to the Terms and Conditions of Inspection and Report set out in Clause A.1 of this document.

Name of Client:	Villa Holloway CTS 1257
Name of Site:	14592626
Address of Client:	C/- Body Corporate Services PO Box 5134, Cairns Queensland, 4870 Australia
Address of Property Inspected:	21-31 Poinciana Street, Holloways Beach Queensland, 4878 Australia
Date of Inspection:	24th Nov, 2025
Telephone and Email:	bcs_cairns@bcssm.com.au; asta.williamson@bcssm.com.au
Report No:	TIMINSP05568

**PLEASE READ THE TERMS AND CONDITIONS IN CLAUSE A.1 OF THIS DOCUMENT**

### Service Requested

This Report must be read subject to the Terms and Conditions attached.

#### PRE-ENGAGEMENT INSPECTION AGREEMENT

As requested and agreed with the Client, the service is a "Standard Timber Pest Detection Report". Pre-Engagement Number (where applicable):	Body corporate common area only inspection at clients request
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**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** - The building being inspected compared with a similar building. See Clause A.1 "Service - Acceptance Criteria" for further information.

*Note. Photographs in this report are provided as a visual reference only and do not depict every aspect of this report.*

**SPECIAL CONDITIONS OR INSTRUCTIONS**

Special Conditions or Instructions:	No
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## Results of Inspection - Summary

### SUMMARY OF FINDINGS

*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:

- Evidence of active (live) termites: Yes - (see item 3.1.1)
- Evidence of termite activity (including workings) and/or damage: Yes - see clauses A.4 and A.5 - (see item 3.1.3)
- Evidence of a possible previous termite management program: - (see item 3.1.4)
- The next inspection to help detect any future termite attack is recommended in: 6 Months - (see item 3.1.5)
- Evidence of chemical delignification damage: No - (see item 3.2)
- Evidence of fungal decay activity and/or damage: Yes - see clauses A.4 and A.5 - (see item 3.3)
- Evidence of wood borer activity and/or damage: No - (see item 3.4)
- Evidence of conditions conducive to timber pest attack: Yes - (see item 3.5)
- Evidence of major safety hazards: No - (see item 3.6)
- 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: Moderate-High

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.

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 Item 5 and Clause A.8.

# Results Of Inspection

IMPORTANT NOTE - The Client acknowledges that, unless stated otherwise, the Client and / or Building Owner as a matter of urgency should implement any recommendation or advice given in this Report.

## 1. GENERAL

### 1.1 Brief Description of Building

Approximate Age or Date of Construction:	1984
Building Type:	36 units in 8 buildings
Number of storeys:	Single and double storey
Site:	Flat Site

### 1.2 Primary Method of Construction

Floor Structure:	Concrete slab on ground, Suspended Concrete Slab
Wall Structure:	Timber Framed, Hardiplank Cladding, Cavity Brick over Block
Roof Structure:	Undetermined framing, Concrete Tiles
Timber Secondary and Finishing Elements of Construction:	Timber Joinery, Retainer Walls, Fences

### 1.3 Occupancy Status

At the time of Inspection the property was:	Not applicable
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### 1.4 Orientation to establish the way in which the property was viewed.

The facade of the building faces (e.g. northeast):	East, Towards The Street (not entry door)
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*NOTE. For the purpose of this report the façade of the building contains the main entrance door.*

### 1.5 Prevailing weather conditions

At the time of the inspection the weather was:	Dry
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## 2. ACCESSIBILITY (see also Clause A.2)

### 2.1 Readily Accessible Areas Inspected

The inspection covered the following Readily Accessible Areas including:	This is a Body Corporate Inspection - refer below
Is this inspection a Body Corporate Common Area Inspection?	This inspection covered the Body Corporate Common areas only at the client's request. This inspection is not a warranty as to the absence of termite and timber pest attack / activity due to the limited areas inspected.
Body Corporate Areas Inspected?	Building Exterior, Outbuildings, Carports / Garages, Retainer Walls, Pool Pump Structure, Amenities Block, Fences, Landscaping Timbers, Garden Beds, Trees, Tree Stumps

### 2.2 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.

#### 2.2.1 Strata or Company Title Properties

Was the inspection of a strata or company title property (e.g. a home unit or townhouse)?	No
Was the inspection limited to assessing the interior and immediate exterior of a particular unit?	N/A

*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 be addressed through the undertaking of a Special-Purpose Inspection Report which is adequately specified.*

#### 2.2.2 Obstructions

Were there any obstructions that may conceal possible timber pest attack?	Yes
Building Exterior:	Brick, Gardens, Vegetation, Stored Articles
Site:	Stored Articles and materials, Thick foliage and Vegetation, Thick foliage and Vegetation covering fences

#### 2.2.3 Inaccessible Areas or Areas not Inspected

Were there any normally accessible areas that did not permit access or other areas not inspected?	Yes
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Building Interior:	Interior
Building Interior Comments:	No inspection to unit interiors.
Building Exterior:	Upper balconies
Roof Exterior:	Roof due to height
Roofvoid:	All roof void areas

### 2.3 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 Pest Attack and Conditions Conducive to Timber Pest Attack was considered:	Moderate-High
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*RECOMMENDATION: Where the risk is considered "Moderate" or "Moderate-High" or "High", 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. Seek further advice from your Consultant.*

### 3. SIGNIFICANT ITEMS

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

#### 3.1 Termites (see also Clause A.3 and Clause A.8)

The genus or species of drywood or subterranean termites listed below have the potential to cause significant structural damage. See also Clause A.1 - Limitations No 3 & No 5.

##### 3.1.1 Active (live) Termites

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:	Microcerotermes (marginally economically important species)
Site Details:	STUMPS Microcerotermes to stump in unit 24 garden.

#### Live Termite Photos Site



Microcerotermes



Microcerotermes

##### 3.1.2 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 or future subterranean termite access to buildings and structures.

Is a Subterranean Termite Management Proposal recommended?	Yes, Pestrid Pest Management Services recommends that a Termite Management System be implemented - see also clauses A.3 and A.5
Is the Consultant engaged to provide a management proposal?	A remedial treatment only proposal has been attached

**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.

### 3.1.3 Termite Workings and/or Damage

The location of all accessible timbers and other materials showing signs of attack, and a description of any termite workings found are indicated below.

Was evidence of termite workings or damage found?	Yes - see clauses A.4 and A.5
The extent of any visible damage to structures appears:	Undetermined
Exterior Details:	<p>UNIT 12</p> <p>Termite workings to wall beside hot water service outlets.</p> <p>UNIT 24</p> <p>Termite mud staining to patio wall.</p> <p>TRELLISES</p> <p>Termite damage to trellis outside unit 30.</p>
Site Details:	<p>TREES/ STUMPS</p> <p>Termite workings and damage to trees and stumps around site.</p> <p>STORED TIMBERS</p> <p>Termite workings and damage to stored timbers outside unit 2.</p>
Recommendations:	<p>There is possible concealed / inaccessible damage to building elements</p> <p>A licensed builder should investigate areas of damage and potentially concealed damage to determine the structural soundness and repair as required (after treatment if required). Paperwork and photographs of any repairs should be kept for future reference</p> <p>Active termites may return to currently inactive areas</p>

*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.*

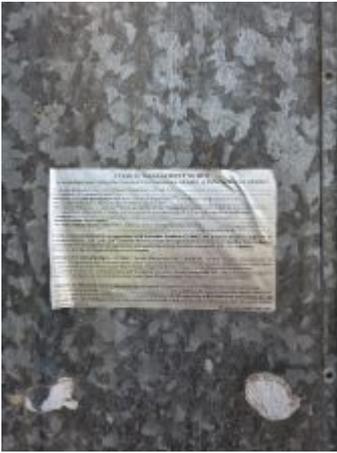
### 3.1.4 Previous Termite Management Program

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).

NOTE 2. See also Clause A.3 and Clause A.8.

Was evidence of a possible previous termite management program noted?	Evidence of previous chemical treatment Treatment details unclear.
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### Previous Treatment Photos



Evidence of Treatment

### 3.1.5 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:	6 Months
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### 3.2 Chemical Delignification (see also Clause A.4 and Clause A.8)

Was evidence of Chemical Delignification found?	No
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### 3.3 Fungal Decay (See also Clause A.5 and Clause A.8).

Was evidence of Fungal Decay found?	Yes - see clauses A.4 and A.5
The condition of the timber appears?	Decayed and Decaying
The extent of any visible damage to structures appears:	Moderate
Exterior Details:	<p>FASCIA BOARDS</p> <p>Unit 21, 19, 20, 23, 32 - Minor damage to multiple fascias.</p> <p>TRELLISES</p> <p>Damage to trellises around site.</p>
Site Details:	<p>FENCES</p> <p>Fungal decay to fences around site.</p>
Recommendations:	Areas of Fungal Decay should be repaired/rectified

### Fungal Decay Photos Exterior



Fungsl decay examples



Fungsl decay examples

### 3.4 Wood Borers (see also Clause A.6 and Clause A.8).

Was evidence of Wood Borers found?	No
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### 3.5. Conditions Conducive To Timber Pest Attack (see also Clause A.7 and Clause A.8).

**Any conducive conditions / recommendations specified in this report should be addressed.**

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.

#### 3.5.1 Lack of Adequate Subfloor Ventilation

Was evidence of a lack of adequate ventilation found?	Not applicable due to the construction design
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#### 3.5.2 The Presence of Excessive Moisture

Excessive moisture exists where timbers, 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
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*MOISTURE RECOMMENDATION - Excessive moisture is highly conducive to termite and timber pest activity. Where excessive or high moisture exists, appropriate action is required to rectify.*

*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. See also Clause A.1 - Limitation No 7.*

#### 3.5.3 Bridging or Breaching of Termite Management Systems and Inspection Zones

'Bridging' means termites gaining access to a structure by passing over a termite management system or inspection zone. 'Breaching' means the passing of termites through a hole or gap in a termite management system.

<p>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 and any evidence of bridging or breaching including the condition insufficient slab edge exposure found? Include any visible evidence of bridging or breaching or slab edges obstructed by:</p>	<p>Slab edge is concealed in areas - this allows concealed Termite access - expose by 75mm where possible and/or consider Termite Management if not already implemented</p> <p>Ground level higher than internal floor level - this increases Termite and Moisture risk - reduce ground level if possible and/or consider Termite Management if not already implemented</p>
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*RECOMMENDATION - Where evidence of bridging or breaching exists, appropriate action is required to rectify.*

*IMPORTANT - If live termites are present or Termite Management Systems in place, any rectification works must be co-ordinated with Pestrud so not to disrupt any potential or existing treatments.*

### 3.5.4 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.

<p>Was evidence of untreated or non-durable timber used in a hazardous environment or earth-wood or damp masonry-wood contact found? Include any visible evidence of untreated or non-durable timber used in a hazardous environment or earth-wood or damp masonry-wood contact:</p>	<p>No</p>
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*RECOMMENDATION - Where evidence of untreated or non-durable timber used in a hazardous environment or earth-wood or damp masonry-wood contact exists, appropriate action is required to rectify.*

*IMPORTANT - If live termites are present or Termite Management Systems in place, any rectification works must be co-ordinated with Pestrud so not to disrupt any potential or existing treatments.*

### 3.5.5 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.

<p>Was evidence of any other condition conducive to timber pest attack found? Include any visible evidence of conditions conducive to timber pest attack:</p>	<p>Gardens/trees/plants adjacent building/s - increases chance of Termites - remove at least 1 meter from exterior walls</p> <p>Air-conditioner pipe/s drain adjacent/under building/s can create moisture to ground attractive to Termites - plumb or pipe at least 1 meter from exterior walls</p> <p>Hot-water system overflow pipe/s drain adjacent/under building/s - can create moisture to ground attractive to Termites - plumb or pipe at least 1 meter from exterior walls</p> <p>Downpipe/s drain adjacent/under building/s - can create moisture to ground attractive to Termites - plumb or pipe at least 1 meter from exterior walls</p> <p>Stored timbers - can attract Termites and harbour Nests - remove from site or store off ground</p> <p>Untreated landscape timbers - can attract Termites and harbour Nests - replace with Timber Pest resistant material</p> <p>Tree stumps - can attract Termites and harbour Nests - remove if practical</p>
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*RECOMMENDATION - Where evidence of conditions conducive to timber pest attack exists, appropriate action is required to rectify. IMPORTANT - If live termites are present or Termite Management Systems in place, any rectification works must be co-ordinated with Pestrid so not to disrupt any potential or existing treatments.*

### 3.6 Major Safety Hazards

For example: the imminent collapse of a structural member and other building elements made unsafe by timber pest attack.

<p>Was evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard observed?</p>	<p>No</p>
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## 4. CONCLUSION

The following Timber Pest remediation actions are recommended:

1. Treatment of Timber Pest Attack is required:	Treatment required
2. 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:	Provided
3. Removal of Conditions Conducive to Timber Pest Attack is necessary:	Necessary
4. Due to the susceptibility of the property sustaining Timber Pest Attack the next inspection is recommended in:	6 Months

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.

## 5. RISK MANAGEMENT OPTIONS (see also Clause A.8)

Refer Section A.8 for further information.

## 6. ADDITIONAL COMMENTS

Additional comments?	No additional comments
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## 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 Clause A.1 of 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'.

Company name (where applicable):	Pestrid Pest Management Services
Address:	319-323 Spence Street, BUNGALOW, QLD, 4870
Phone:	07 4045 6755
Email:	admin@pestridservices.com.au
Name of consultant:	Sam Wilson
Licence or registration number (where applicable under State or Territory legislation):	3006600317
Authorised Signatory:	

## A.1 TERMS AND CONDITIONS

### SERVICE

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

*Note. If the building was not comparable to a similar building (e.g. due to unusual design or construction techniques), then the inspection was based on the general knowledge and experience of the Consultant.*

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

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 defects, including but not limited to, defects 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 defects, including but not limited to, defects 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 is to be based please discuss your concerns with the Consultant before ordering the Report or 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:

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 may be the subject of a timber pest management proposal which is adequately specified.

## DEFINITIONS

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

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

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

**Major Safety Hazard** means 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** means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests

**Readily Accessible Areas** means 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, 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** means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e. the person or persons for whom the report was being obtained).

**Timber Pest Detection Consultant** means 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** means 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** means 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** means 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** means 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.

## A.2 ACCESSIBILITY

Unless specified in writing, 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. Areas which are not normally accessible were not inspected and include - but not limited to - inside walls, the interior of a flat roof or beneath a suspended floor filled with earth

**Building Interior** The Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

**Building Exterior, Roof Exterior and Site** The Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g. wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weephole or vent at the base of external walls is concealed by pavements, gardens, lawns or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood in close proximity to the ground or building may encourage termite activity

**Roof Space** Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole

**Subfloor Space** Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant

## A.3 TERMITES

**General Description of Attack** Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

*IMPORTANT NOTE. As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.*

**Treatment** After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

**Termite Workings and Damage** Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered 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.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A further more invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

**Previous Treatments** Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or management system. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

**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

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

## A.4 CHEMICAL DELIGNIFICATION

**General Description of Attack** Surface of timber appears very hairy; and wood and 'hairs' separate

**Economic Significance** Chemical Delignification of wood in service is only rarely encountered and then only in certain areas. Small dimensional timber members such as roof tiling battens may collapse when the wood becomes defibrated. However, in large dimensional timber members such as rafters, bearers and joists, delignification takes many years to affect the strength of timber to the point of collapse.

Where evidence of Chemical Delignification exists, competent advice (e.g. from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

## A.5 FUNGAL DECAY

**General Description of Attack** *Decaying* wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast *decayed* wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. *Decayed* wood will have undergone considerable strength reduction

**Economic Significance** Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and *decaying*, because decay will most likely spread (unless sources of moisture are quickly removed). Affected and *decayed* timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area

Where evidence of *decayed* timber exists, competent advice (e.g. from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of *decaying* timber exists, competent advice (e.g. from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is *undetermined* a further inspection is strongly recommended by a competent person (e.g. from a licensed or registered building contractor). This may require monitoring of the timber over a period of time and include the assessment of conditions conducive to attack in different weather conditions (e.g. to determine the adequacy of existing drainage)

**Management Program** Remove any conditions conducive to attack (e.g. lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

## A.6 WOOD BORERS

**General Description of Attack** As the attack proceeds, borer larvae eat through the wood leaving a dust called 'frass'. Ejection of the frass occurs through the adult beetles flight (exit) holes, and it is usually present beneath any timber that has been attacked. The presence of frass however, does not indicate whether the attack is active or not. Borer larvae cannot be sighted unless the susceptible timber is broken open.

*IMPORTANT NOTE: As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that borer activity and damage exists though not discernible at the time of inspection.*

**Economic Significance** Evidence of borer activity is rarely cause for alarm, but rather for careful consideration of three main points, namely the identification of the particular borer responsible, whether the infestation is still active, and the extent of the damage. Full consideration should be given to each of these items before any action is taken.

The following wood borers cause damage most frequently encountered by building owners.

**The Lyctid Borer** The most common lyctid borer in Australia is *Lyctus brunneus* (powder post beetle). Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers and joists) in a building are seldom weakened significantly to cause collapse. In small-dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may cause collapse. This may require the support or replacement of the affected battens. Competent advice (e.g. from a licenses or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

**The Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse

In the case of *Anobiid borers*, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with nonsusceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g. from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work

**Other Borers** A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant

**Management Program** Wherever practical, remove any conditions conducive to attack (e.g. Anobium borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

## A.7 CONDITIONS CONDUCTIVE TO TIMBER PEST ATTACK

**Lack of Adequate Subfloor Ventilation** Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g. from a licensed or registered building contractor) in regard to upgrading ventilation

**The Presence of Excessive Moisture** Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity

Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack

Where necessary, the Client should seek competent advice (e.g. from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture.

The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

**Bridging or Breaching of Termite Management Systems and Inspection Zones** Physical and/or chemical management systems are installed to impede concealed subterranean termite entry into buildings. However, termites may easily enter the building if the management system is bridged or breached

With a concrete slab building it is essential that the edge of the slab be permanently exposed. An inspection zone of at least 75 mm should be maintained so that termites are forced into the open where they can be detected more readily during regular inspections. In the case of physical sheet material management systems, a minimum inspection zone of 75 mm should be maintained from the sheet material to the finished ground. Importantly, the edge of the slab or sheet material should not be rendered, tiled, clad or concealed by flashings, adjoining structures, paving, soil, turf or landscaping

Where perimeter termite barriers have been installed, the building owner should ensure that the integrity of the management system remains intact and that the inspection of possible termite entry points is not impaired. This is especially important where an exposed slab edge is used as an inspection zone around the building (if the edge of the slab or any weepholes at the base of external walls are concealed by pavements, gardens, lawns or landscaping then it is possible for termites to gain undetected entry)

Also, bridging often occurs when items such as attachments to buildings allow termites to gain access to the building over or around a termite management system. Where attachments to buildings such as steps are not provided with a termite management system or cannot be easily inspected, they should be separated by a clear gap of at least 25 mm from the main structure. Where it is not possible to separate attachments from the main building, regular inspections of these areas should be undertaken.

In addition, termite barriers are often breached by the installation of services. Any disturbance of the barrier should be promptly repaired.

Where evidence of bridging or breaching exists, to minimise risk of infestation seek further advice from the Consultant

**Untreated or Non-Durable Timber Used in a Hazardous Environment** To reduce the risk of timber pest attack, it is essential that timber used in a hazardous environment (e.g. in direct contact with the ground or damp masonry) is of sufficient durability and/or is adequately preservative treated. Where evidence of this condition exists, the Client should seek competent advice (e.g. from a licensed or registered building contractor) in regard to the need or otherwise for rectification or repair work

**Other Conditions Conducive to Timber Pest Attack** If the cause or solution to a problem is not obvious, the Client should seek competent advice (e.g. from a licensed or registered building contractor) in regard to removing any conducive condition.

## A.8 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 inspection 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.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

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 Report.**

# **Sinking Fund Analysis**

**Villa Holloway CTS 1257**

**21-31 Poinciana Street, Holloways Beach**

**TCMSTRATA**

**18 December 2012**



## 01 Introduction

This report has been prepared by Beacon Consulting in their capacity as independent adviser to TCMSTRATA for the preparation or update of a Sinking Fund Analysis for a period of 10 years. For the scheme located at located at 21-31 Poinciana Street, Holloways Beach which comprises 35 units and common facilities and external works.

The purpose of this report is to provide an independent analysis of the Sinking Fund requirements of the Body Corporate and Community Management Act 1997 (QLD). Referred to herein as "the Act".

### Report Basis

This report identifies and evaluates the funding requirements for items requiring capital expenditure as confirmed by reference to drawings, on-site inspections, records on file and by making assessments of the current life expectancy of common plant, equipment and building fabric elements common to the scheme.

No allowance has been made for the following expenses which are deemed to be included in the administration budget or the responsibility of the individual residents:

- Light fittings, including globes and diffusers
- Bitument paving - minor repairs
- Costs associated with various maintenance agreements (eg. Swimming pool services, lifts, mechanical services and fire services)
- Landscaping maintenance including garden watering system

In addition no allowance has been made for the treatment of damage caused by rodents or termites, unless where specifically noted in our report. Regular maintenance checks should be carried out to detect and control their existence.

This report is not a building condition survey or structural report and does not cover expenditure which occurs either directly or indirectly as a result of a structural defect. Our assessment is based on a visual inspection of the property only from common areas accessible by the general public.

In accordance with "the Act" this Sinking Fund Analysis should be updated yearly.

### Quality Assurance

This report has been checked in accordance with our Quality Management System audited to ISO9001:2008 and is authorised for issue when signed below.

**Greg  
McDonald**

Digitally signed by Greg McDonald  
DN: cn=Greg McDonald, o=Beacon  
Consulting, ou,  
email=gmcDonald@beaconconsulting.  
com.au, c=AU  
Date: 2012.12.18 12:13:51 +10'00'

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Director, Beacon Consulting Pty Ltd

## 02 Methodology

### Effective Life

We have adopted a forecast period of 10 years. Items that have an effective life beyond this period have been taken into consideration and are included in the report.

Life expectancies used in this Report are based on our Quantity Surveyors technical knowledge of that product of service and manufacturer's advice (where sought) thereby establishing a reasonable budget allowance for each year covered herein.

The effective life for each item identified is based on the above and does not take into consideration any exceptional wear and tear, damage, potential change of use of the property or obsolescence for whatever reason.

The specific geographical location of the site has been considered when deciding on life expectancies as this could have a significant effect on the effective lives of exposed items. The locality is considered where the assessor feels this may have an impact on the life expectancy of an exposed item or material.

### Maintenance and Preventative Maintenance

The values used within this report allow for repair and maintenance of existing items only and do not take into account any allowance for future upgrading, unless otherwise stated.

Items within our report are inclusive of preventive maintenance which we define as maintenance conducted to keep equipment or materials in good working and/or extend the life of equipment or materials. It is common opinion that preventative maintenance should be first conducted by asset owners to avoid excessive corrective maintenance, or "repair," which is conducted to get equipment working again or to replace damaged or worn materials.

Items of a preventative nature included in our report may include:

- Repainting of external metal surfaces (including metal roofing) to prevent corrosion and rust
- Protection of timber elements with paint finishes and stains to extend life expectancies

No allowance has been made in our report for upgrading technologies where plant is rendered economically and technically obsolete. Repair of actual or potential structural defects, latent or patent defect, changes to building codes or compliance requirements.

No allowance has been included for changes in legislation, building acts, Australian standards or other regulatory compliance unless specifically noted otherwise.

## 03 Funds Summary

The following table sets out the summary of funds collected and yearly expenditure the items contained in the analysis of expenditure. The yearly funds required sets out the funds required to be collected from the scheme participants in accordance with "the Act".

<b>Inspection Date:</b>	27 November 2012
<b>Escalation Rate:</b>	3.0%
<b>Investment Interest Rate:</b>	0%
<b>Tax Rate:</b>	0%
<b>Total Lot Entitlements:</b>	35

	<b>Year 1 2012 \$</b>	<b>Year 2 2013 \$</b>	<b>Year 3 2014 \$</b>	<b>Year 4 2015 \$</b>	<b>Year 5 2016 \$</b>	<b>Year 6 2017 \$</b>	<b>Year 7 2018 \$</b>	<b>Year 8 2019 \$</b>	<b>Year 9 2020 \$</b>	<b>Year 10 2021 \$</b>
<b>Total Yearly Fund Required</b>	<b>18,592</b>	<b>18,927</b>	<b>19,907</b>	<b>20,569</b>	<b>21,979</b>	<b>21,859</b>	<b>23,537</b>	<b>22,978</b>	<b>24,667</b>	<b>27,282</b>
<b>Yearly Fund Required Per Lot Entitlement</b>	<b>531</b>	<b>541</b>	<b>569</b>	<b>588</b>	<b>628</b>	<b>625</b>	<b>672</b>	<b>657</b>	<b>705</b>	<b>779</b>
Fund Balance Brought Forward	44,570	60,833	78,731	91,995	109,569	112,181	128,631	121,618	141,627	160,471
Total Fund Collected	63,162	79,760	98,638	112,564	131,547	134,040	152,168	144,596	166,294	187,753
<b>End of Year Expenditure</b>	<b>2,330</b>	<b>1,029</b>	<b>6,643</b>	<b>2,995</b>	<b>19,366</b>	<b>5,409</b>	<b>30,551</b>	<b>2,969</b>	<b>5,823</b>	<b>55,643</b>
Funds Available to Invest	60,833	78,731	91,995	109,569	112,181	128,631	121,618	141,627	160,471	132,110
Interest On Investment Account	0	0	0	0	0	0	0	0	0	0
Tax Payable on Interest	0	0	0	0	0	0	0	0	0	0
<b>Year End Closing Balance</b>	<b>60,833</b>	<b>78,731</b>	<b>91,995</b>	<b>109,569</b>	<b>112,181</b>	<b>128,631</b>	<b>121,618</b>	<b>141,627</b>	<b>160,471</b>	<b>132,110</b>

*All figures in this report include GST.*

## 04 Sinking Fund Items

The following table sets out the items to be repaired, maintained or preventatively maintained of the next ten year period.

No	Item Description	Replacement Urgency	Life Cycle	Life Remaining	Last Replaced (If known)	Next Replacement Date	Adjusted Replacement Cost	Fund Accumulated 2011	Replacement Cost
1	<b>External Pavements</b>	-	1	1	-	2011	-	-	-
2	Resurface asphaltic cement driveways	Long Term	20	10	-	2020	22,055	7,645	29,700
3	Clean out stormwater inlet pits	Medium Term	6	3	-	2013	334	116	450
4	Replace pavers (in small patches)	Long Term	15	10	-	2020	8,284	1,716	10,000
5	<b>External Fencing and Walls</b>	-	1	1	-	2011	-	-	-
6	Replace timber palling fence 1800mm high	Medium Term	10	7	-	2017	19,025	3,475	22,500
7	<b>External Landscaping</b>	-	1	1	-	2011	-	-	-
8	Replace irrigation controller	-	8	4	-	2014	297	103	400
9	<b>Swimming Pools and Pool Fences</b>	-	1	1	-	2011	-	-	-
10	Replace swimming pool pump	Medium Term	6	3	-	2013	705	245	950
11	Replace swimming pool chlorinator cells	Medium Term	4	3	-	2013	610	90	700
12	Replace swimming pool chlorinator	Long Term	12	8	-	2018	1,160	240	1,400
13	Replace filtration system complete including return lines	Long Term	12	5	-	2015	1,399	601	2,000
14	Acid wash / decalcify swimming pool	Medium Term	8	5	-	2015	807	193	1,000
15	Replace safety signage to pool	Medium Term	10	5	-	2015	37	13	50
16	Update pool safety certificate	Immediate	1	1	-	2011	80	-	80
17	Replace swimming pool aluminium fence	Long Term	15	12	-	2022	4,037	463	4,500
18	Replace gate and latch	Long Term	15	10	-	2020	414	86	500
19	Replace pool furniture	Medium Term	8	5	-	2015	484	116	600
20	Replace shade cloth shade sail	Medium Term	8	6	-	2016	1,307	193	1,500
21	<b>Building Fabric, Envelope and Roof</b>	-	1	1	-	2011	-	-	-
22	Allowance to repair / replace tile roofing	Long Term	35	25	-	2035	75,056	12,944	88,000
23	Replace rusted gutters	Long Term	25	18	-	2028	22,595	3,805	26,400
24	Replace rotted fascia	Long Term	20	12	-	2022	25,808	6,692	32,500
25	Prepare and repaint soffit linings	Medium Term	8	5	-	2015	10,087	2,413	12,500
26	<b>Allowance to repair / replace roof sheeting</b>	Long Term	30	20	-	2030	12,592	2,608	15,200
27	<b>Complex Signage</b>	-	1	1	-	2011	-	-	-
28	Replace external building signage	Medium Term	10	3	-	2013	640	360	1,000
29	<b>Compliance Costs</b>	-	1	1	-	2011	-	-	-
30	Update sinking fund analysis	Medium Term	3	3	-	2013	1,366	-	1,366
31	Update building replacement cost estimate	Medium Term	3	3	-	2013	777	-	777
32	Update safety report	Immediate	3	1	-	2011	433	227	660
33	Update fire reports	Immediate	3	1	-	2011	433	227	660
	<b>TOTAL</b>						<b>210,823</b>	<b>44,570</b>	<b>255,393</b>

## 05 Yearly Fund Expenditure

The following table sets out the yearly summary of expenditure for the items over the next ten year period.

No	Item Description	Urgency	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021
1	<b>External Pavements</b>	-	-	-	-	-	-	-	-	-	-	-
2	Resurface asphaltic cement driveways	Long Term	-	-	-	-	-	-	-	-	-	38,752
3	Clean out stormwater inlet pits	Medium Term	-	-	477	-	-	-	-	-	570	-
4	Replace pavers (in small patches)	Long Term	-	-	-	-	-	-	-	-	-	13,048
5	<b>External Fencing and Walls</b>	-	-	-	-	-	-	-	-	-	-	-
6	Replace timber palling fence 1800mm high	Medium Term	-	-	-	-	-	-	26,866	-	-	-
7	<b>External Landscaping</b>	-	-	-	-	-	-	-	-	-	-	-
8	Replace irrigation controller	-	-	-	-	437	-	-	-	-	-	-
9	<b>Swimming Pools and Pool Fences</b>	-	-	-	-	-	-	-	-	-	-	-
10	Replace swimming pool pump	Medium Term	-	-	1,008	-	-	-	-	-	1,203	-
11	Replace swimming pool chlorinator cells	Medium Term	-	-	743	-	-	-	836	-	-	-
12	Replace swimming pool chlorinator	Long Term	-	-	-	-	-	-	-	1,722	-	-
13	Replace filtration system complete including return lines	Long Term	-	-	-	-	2,251	-	-	-	-	-
14	Acid wash / decalcify swimming pool	Medium Term	-	-	-	-	1,126	-	-	-	-	-
15	Replace safety signage to pool	Medium Term	-	-	-	-	56	-	-	-	-	-
16	Update pool safety certificate	Immediate	80	82	85	87	90	93	96	98	101	104
17	Replace swimming pool aluminium fence	Long Term	-	-	-	-	-	-	-	-	-	-
18	Replace gate and latch	Long Term	-	-	-	-	-	-	-	-	-	652
19	Replace pool furniture	Medium Term	-	-	-	-	675	-	-	-	-	-
20	Replace shade cloth shade sail	Medium Term	-	-	-	-	-	1,739	-	-	-	-
21	<b>Building Fabric, Envelope and Roof</b>	-	-	-	-	-	-	-	-	-	-	-
22	Allowance to repair / replace tile roofing	Long Term	-	-	-	-	-	-	-	-	-	-
23	Replace rusted gutters	Long Term	-	-	-	-	-	-	-	-	-	-
24	Replace rotted fascia	Long Term	-	-	-	-	-	-	-	-	-	-
25	Prepare and repaint soffit linings	Medium Term	-	-	-	-	14,069	-	-	-	-	-
26	<b>Allowance to repair / replace roof sheeting</b>	Long Term	-	-	-	-	-	-	-	-	-	-
27	<b>Complex Signage</b>	-	-	-	-	-	-	-	-	-	-	-
28	Replace external building signage	Medium Term	-	-	1,061	-	-	-	-	-	-	-
29	<b>Compliance Costs</b>	-	-	-	-	-	-	-	-	-	-	-
30	Update sinking fund analysis	Medium Term	-	-	1,449	-	-	1,584	-	-	1,730	-
31	Update building replacement cost estimate	Medium Term	-	-	824	-	-	901	-	-	984	-
32	Update safety report	Immediate	660	-	-	721	-	-	788	-	-	861
33	Update fire reports	Immediate	660	-	-	721	-	-	788	-	-	861
	SubTotal		1,400	82	5,647	1,967	18,267	4,316	29,374	1,820	4,590	54,279
	Allowance for contingency expenditure (5%)		930	946	995	1,028	1,099	1,093	1,177	1,149	1,233	1,364
	<b>TOTAL</b>		<b>2,330</b>	<b>1,029</b>	<b>6,643</b>	<b>2,995</b>	<b>19,366</b>	<b>5,409</b>	<b>30,551</b>	<b>2,969</b>	<b>5,823</b>	<b>55,643</b>

**TOTAL 10 YEAR EXPENDITURE \$ 132,756**

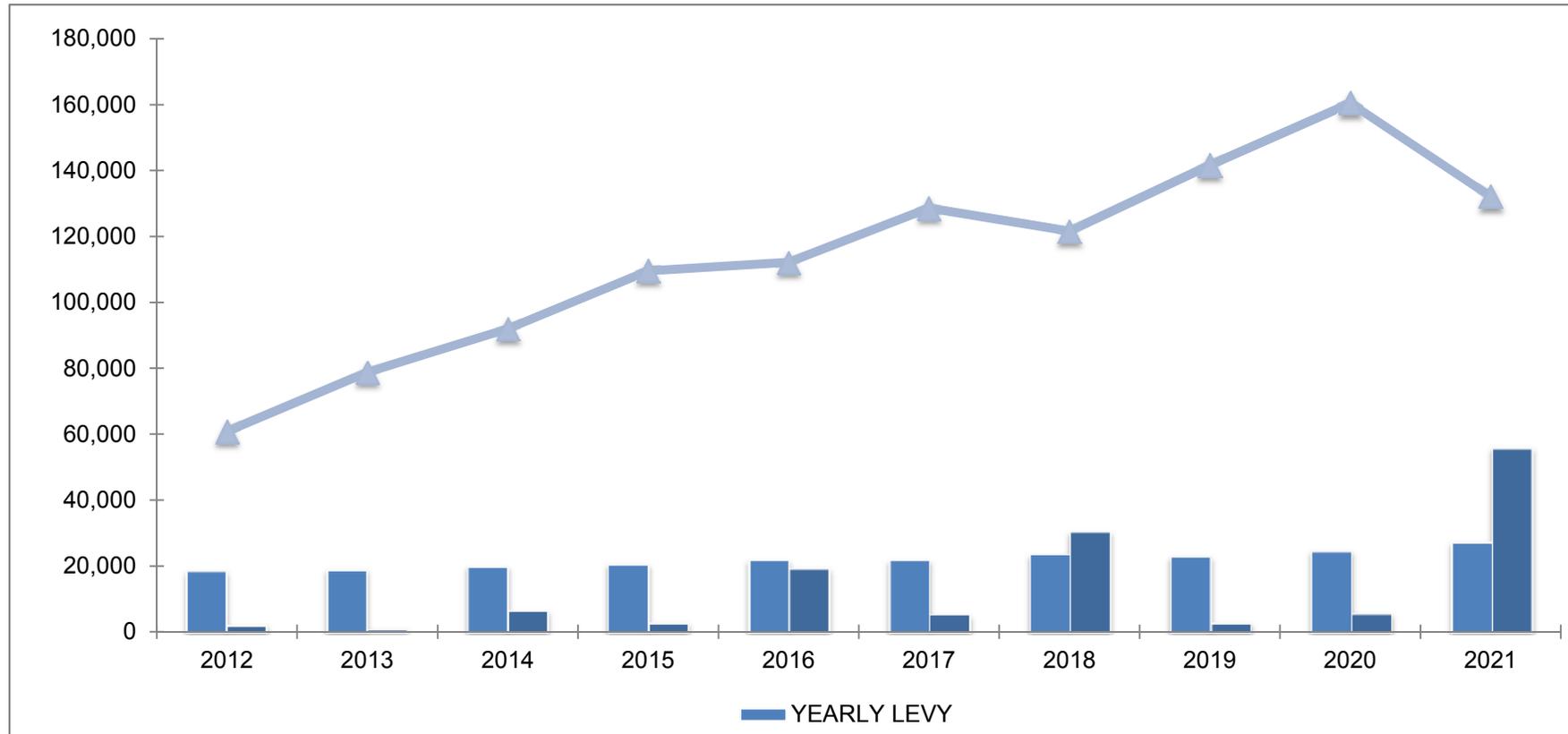
## 06 Sinking Fund Collection By Lot

The following table sets out the yearly contributions required by each lot number

Lot No	Contribution Entitlement	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021
1	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
2	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
3	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
4	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
5	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
6	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
7	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
8	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
9	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
10	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
11	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
12	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
13	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
14	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
15	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
16	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
17	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
18	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
19	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
20	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
21	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
22	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
23	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
24	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
25	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
26	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
27	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
28	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
29	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
30	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
31	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
32	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
33	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
34	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
35	1	531.19	540.77	568.78	587.68	627.96	624.53	672.49	656.52	704.77	779.47
<b>TOTAL</b>	<b>35</b>	<b>18,591.62</b>	<b>18,927.02</b>	<b>19,907.17</b>	<b>20,568.71</b>	<b>21,978.59</b>	<b>21,858.71</b>	<b>23,537.25</b>	<b>22,978.33</b>	<b>24,667.02</b>	<b>27,281.59</b>

## 07 Fund Balance Graph

The following graph provides a representation of the funds collected, monies spent and the fund balance during the ten year period.



## 08 Site Photographs

The following photos were taken during our site inspection.

Photo 1 - Complex Entrance



Photo 2 - Pool Outdoor Dining Area



Photo 3 - Swimming Pool Enclosure



Photo 4 - Undercover Vehicle Parking



Photo 5 - Complex Driveway & Buildings



Photo 6 - Adjacent Gardens



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## Certificate of completion

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Envelope Id	a43e86e12b6b4114bb32c33023f6bdf2	Sender	Natalie Moss
Envelope name	For Review & Signing   Seller Disclosure - 27.21-31 Poinciana Street - 11.02.2026.pdf	Business	BC Reports
Sent	11 Feb 2026, 09:37:12 am (GMT+10:00)	Email	nat@bcreports.com.au
Completed	13 Feb 2026, 01:45:48 pm (GMT+10:00)	Number	0414519915
Number of documents	2 (Two)	Address	
Number of pages	137 (One hundred and thirty-seven)	Website	
Number of recipients	1 (One)		
Recipient Id	dcbd1ab384444441806e842685aedb94	Sent	11 Feb 2026, 09:37:13 am (GMT+10:00)
Recipient name	Brooke Caruana	Viewed	13 Feb 2026, 01:45:22 pm (GMT+10:00)
Email address	brooke444@outlook.com	Signed	13 Feb 2026, 01:45:44 pm (GMT+10:00)
Authenticated by	Email	Completed	13 Feb 2026, 01:45:47 pm (GMT+10:00)
Session Id	5e04416c9eac42fe8e4f21318df0da0d	Signature	
Fingerprint	58830f554bc35d55c8bca5b6830783bc		
IP Address	180.216.48.132		
User agent	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/144.0.0.0 Safari/537.36 Edg/144.0.0.0		

Audit log

- 11 Feb 2026, 09:36:22 am The envelope has been created by Natalie Moss.
- 11 Feb 2026, 09:36:55 am The envelope has been sent by Natalie Moss.
- 11 Feb 2026, 09:37:08 am Brooke Caruana (brooke444@outlook.com) has been emailed a copy of the envelope to complete.
- 11 Feb 2026, 09:37:19 am Brooke Caruana (brooke444@outlook.com) has been emailed a copy of the envelope to complete.
- 11 Feb 2026, 09:42:18 am Brooke Caruana (brooke444@outlook.com) has opened and viewed the envelope.
- 11 Feb 2026, 12:17:11 pm Brooke Caruana (brooke444@outlook.com) has opened and viewed the envelope.
- 11 Feb 2026, 02:16:19 pm Brooke Caruana (brooke444@outlook.com) has opened and viewed the envelope.
- 12 Feb 2026, 12:33:58 pm Brooke Caruana (brooke444@outlook.com) has opened and viewed the envelope.
- 13 Feb 2026, 01:45:22 pm Brooke Caruana (brooke444@outlook.com) has opened and viewed the envelope.
- 13 Feb 2026, 01:45:44 pm Brooke Caruana (brooke444@outlook.com) has completed the envelope.
- 13 Feb 2026, 01:45:48 pm The envelope has been viewed and completed by all recipients.