

# DISCLOSURE STATEMENT

as at 13/08/2019

**Body Corporate and Community Management Act 1997**  
Section 206

<b>Body Corporate</b>	Body Corporate for 22 PAYNE STREET Community Titles Scheme 47732 ABN 28 233 120 316 Lot Number 4
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## PRESCRIBED INFORMATION

<b>Secretary or Body Corporate Manager</b> Section 206(2)(a)(i) or (ii)	Toowoomba Strata Pty Ltd 200 Hume Street (PO Box 2244), TOOWOOMBA QLD 4350 Telephone 07 4639 1955
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<b>Body Corporate Committee</b> Section 206(2)(e)	Is there a Committee for the Body Corporate? <b>Yes</b> If there is a Committee, is the Body Corporate Manager engaged to perform the functions of the Committee? * <b>No</b> * Do not complete if there is no Committee for the Body Corporate
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<b>Contributions and Levies</b> Section 206(2)(b)  <b>Note:</b> These levies relate to the current year or the year just completed if the Annual General Meeting has not been held.	<b>Administrative Fund</b>	<b>Due Date</b>	<b>Gross Amount</b>	<b>Discount</b>
	01/09/2018 - 30/11/2018	30/09/2018	\$272.24	\$27.20
	01/12/2018 - 28/02/2019	31/12/2018	\$266.68	\$26.65
	01/03/2019 - 31/05/2019	31/03/2019	\$266.68	\$26.65
	01/06/2019 - 31/08/2019	30/06/2019	\$266.68	\$26.65
	<b>Annual Administrative Fund Levy (Penalty For Late Payment 0%)</b>		<b>\$1,072.28</b>	<b>\$107.15</b>
	<b>Sinking Fund</b>	<b>Due Date</b>	<b>Gross Amount</b>	<b>Discount</b>
	01/09/2018 - 30/11/2018	30/09/2018	\$111.11	\$11.10
	01/12/2018 - 28/02/2019	31/12/2018	\$122.22	\$12.20
	01/03/2019 - 31/05/2019	31/03/2019	\$122.22	\$12.20
	01/06/2019 - 31/08/2019	30/06/2019	\$122.22	\$12.20
<b>Annual Sinking Fund Levy (Penalty For Late Payment 0%)</b>		<b>\$477.77</b>	<b>\$47.70</b>	

<b>Improvements on Common Property for which the Buyer Will be Responsible</b> Section 206(2)(c)	See attached register - the attached register only represents authorised improvements to common property. If unauthorised improvements (eg paving courtyards, awnings etc) have been performed then the buyer will also be responsible for the maintenance of these additional items.
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<b>Body Corporate Assets Required to be Recorded on the Register</b> Section 206(2)(d)	No Body Corporate Assets Held
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<b>Information Prescribed Under Regulation Module</b> Section 206(2)(f)	Not applicable
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<b>Signing</b> Section 206(3)	
	_____ Seller/Seller's Agent                      Witness                      Date

<b>Buyer's Acknowledgement</b>	The Buyer acknowledges having received and read this statement before entering into the contract.
	_____ Buyer                      Witness                      Date

## ADDITIONAL BODY CORPORATE INFORMATION

Lot Entitlements and Other Matters	Schedule Name	Community Titles Scheme Aggregate Total	Individual Lot Entitlement
	Contribution Schedule	51	10
	Interest Schedule	51	10

Administrative and Sinking Fund Balances	Fund Balances as at 31/08/2018	
	Administrative Fund	\$6,421.30
	Sinking Fund	\$4,500.73

<b>Insurance</b>  <b>Note:-</b> Insurance excesses will apply and various other exclusions will also apply. Please refer to the full policy schedule and Product Disclosure Statement for full details - available on request.	Insurer - Strata Community Insurance Agencies Pty Ltd on behalf of Allianz Australia Insurance Limited	
	Policy Number - QRSC15005985	
	Period of Insurance - 30/09/2018 - 30/09/2019	
	Premium - \$1,717.07	
	Type of Cover	Sum Insured
	Building/Common Property Excess: \$300.00	\$1,365,909.00
	Loss of Rent/Temp Accommodation	\$204,887.00
	Public Liability	\$10,000,000.00
	Voluntary Workers	\$200,000.00
	Fidelity	\$100,000.00
	Catastrophe	\$204,886.00
	Government Audit Costs	\$25,000.00
	Appeals Expenses	\$100,000.00
	Legal Expenses	\$50,000.00
	Lot Owners Fixtures & Improvements	\$300,000.00

<b>Insurance Levy Details *</b> * if applicable  <b>Note:</b> These levies relate to the current year or the year just completed if the Annual General Meeting has not been held.	Period	Due Date	Date Paid	Amount	Discount
	Total Annual Contributions			<b>\$0.00</b>	
	Total Amount Overdue			<b>\$0.00</b>	

**SELLER'S DISCLOSURES PURSUANT TO SECTION 223 \***

<p><b>Latent or Patent Defects in Common Property or Body Corporate Assets</b> Section 223(2)(b)</p>	<p>Annex details of disclosure made by the Seller (if any) *</p>
<p><b>Actual or Contingent or Expected Liabilities of Body Corporate</b> Section 223(2)(c)</p>	<p>Annex details of disclosure made by the Seller (if any) *</p>
<p><b>Circumstances in Relation to Affairs of the Body Corporate</b> Section 223(3)</p>	<p>Annex details of disclosure made by the Seller (if any) *</p>

*\* The seller is required to make these disclosures - these disclosures are not made by Toowoomba Strata Pty Ltd.*

## DISCLOSURE STATEMENT WARNING!

<p><b>Implied Warranties</b> Section 223 of the Body Corporate and Community Management Act 1997</p>	<p>This disclosure statement does not address any of the implied warranties contained in Section 223 of the Body Corporate and Community Management Act 1997.</p> <p><b>SECTION 223 IMPLIED WARRANTIES</b></p> <p><b>223(1) [Implied Warranties]</b> <i>The warranties stated in this section are implied in a contract of sale of a lot.</i></p> <p><b>223(2) [Seller's Warranties]</b> <i>The seller warrants that, as at the date of the contract-</i>  <i>(a) to the seller knowledge, there are no latent or patent defects in the common property or body corporate assets, other than the following-</i>  <i>(i) defects arising through fair wear and tear;</i>  <i>(ii) defects disclosed in the contract; and</i>  <i>(b) the body corporate records do not disclose any defects to which the warranty in paragraph (a) applies; and</i>  <i>(c) to the sellers knowledge, there are no actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses, other than liabilities disclosed in the contract; and</i>  <i>(d) the body corporate records do not disclose any defects to which the warranty in paragraph (c) applies.</i></p> <p><b>223(3) [Warranty at completion]</b> <i>The seller warrants that, at the completion of the contract, there are no circumstances (other than circumstances disclosed in the contract) in relation to the affairs of the body corporate likely to materially prejudice the buyer.</i></p> <p><b>223(4) [Reasonable Knowledge]</b> <i>For subsection (2), a seller is taken to have knowledge of a matter if the seller has actual knowledge of the matter or ought reasonably to have knowledge of the matter.</i></p> <p><b>SECTION 224 CANCELLATION FOR BREACH OF WARRANTY</b></p> <p><b>224(1) [Written notice by buyer]</b> <i>The buyer may, by written notice given to the seller, cancel the contract if there would be breach of a warranty established under this part were the contract to be completed at the time it is in fact cancelled.</i></p> <p><b>224(2) [Notice]</b> <i>A notice under subsection (1) must be given-</i>  <i>(a) if the lot is a proposed lot – not later than 3 days before the buyer is otherwise required to complete the contract; or</i>  <i>(b) if paragraph (a) does not apply – within 14 days after the later of the following to happen-</i>  <i>(i) the buyer's copy of the contract is received by the buyer or a person acting for the buyer;</i>  <i>(ii) another period agreed between the buyer and the seller ends.</i></p> <p><b>224(3) [Effect of cancellation]</b> <i>If the buyer cancels the contract, the seller must repay to the buyer any amount paid to the seller (including the seller's agent) towards the purchase of the lot the subject of the contract.</i></p>
<p><b>Disclaimer</b></p>	<p>This Disclosure Statement was prepared by Toowoomba Strata Pty Ltd for the exclusive use of the engaging party. Accordingly, no warranty of accuracy or reliability is given to any other person. Further, Toowoomba Strata Pty Ltd, its directors and employees disclaim all responsibility for any errors or omissions contained herein and recommend that an appropriately qualified person perform an independent review of the body corporate records and an independent review of the body corporate common property (including the building) and any body corporate assets.</p> <p>This statement only completes the required items pursuant to Section 206 of the Body Corporate and Community Management Act 1997 - the Disclosure Statement Items Only</p> <p>This statement does not attempt disclose the required items pursuant to Section 224 of the Body Corporate and Community Management Act 1997.</p> <p><b>The Seller must make disclosures in relation to latent defects, patent defects, actual liabilities, contingent liabilities and expected liabilities.</b></p>
<p><b>Date</b></p>	<p>13/08/2019</p>

*Body Corporate and Community Management Act 1997*

*Section 204*

**Body Corporate and Community Management (Standard Module) Regulation 2008 – Section 199**  
**Body Corporate and Community Management (Accommodation Module) Regulation 2008 – Section 197**  
**Body Corporate and Community Management (Commercial Module) Regulation 2008 – Section 155**  
**Body Corporate and Community Management (Small Schemes Module) Regulation 2008 – Not applicable**

## REGISTER OF AUTHORISATIONS AFFECTING THE COMMON PROPERTY

Body Corporate for 22 Payne Street CTS 47732

Date of Authorisation	Description of the Area of Common Property Authorised	Lot(s) Authorised	Date of Order	Conditions, including conditions as to use of the Common Property by Others
22 September 2015	Installation of Air Conditioners	All lots		<p>It was resolved by special resolution that the owners of each lot in the scheme are authorised to install an air conditioner system under the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) All costs are to be paid by the owner (including installation costs and all future maintenance costs).</li> <li>(b) The air-conditioner must be a modern and quiet operating split system air-conditioner and <b>not</b> an older style window mounted air-conditioner.</li> <li>(c) The air conditioner compressor is to be located in a position that is as un-obtrusive as possible. Preferably at the rear of the unit and positioned to cause the least possible disturbance to any adjoining unit. To avoid any doubt regarding the positioning the compressor each adjoining unit must be personally consulted to confirm positioning.</li> <li>(d) All installation work is to be performed in a thoroughly tradesman-like manner.</li> <li>(e) All conditions, requirements, guidelines etc of the Local Authority are to be duly complied with.</li> <li>(f) Any building and other regulations required in the installation are to be duly complied with.</li> <li>(g) Copies of all certificates of compliance shall be forthwith forwarded to the Body Corporate manager.</li> </ul>
22 September 2015	Installation of Water Tanks	All lots		<p>It was resolved by special resolution that the owners of each lot in the scheme are authorised to install slimline water tanks under the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) All costs are to be paid by the owner (including installation costs and all future maintenance costs).</li> <li>(b) The water tanks must be slim line water tanks designed to fit under the eaves.</li> <li>(c) The water tanks are to be located in a position that is as un-obtrusive as possible. Preferably at the rear of the unit.</li> <li>(d) All installation work is to be performed in a thoroughly tradesman-like manner.</li> <li>(e) All conditions, requirements, guidelines etc of the Local Authority are to be duly complied with.</li> <li>(f) Any building and other regulations required in the installation are to be duly complied with.</li> <li>(g) Copies of all certificates of compliance shall be forthwith forwarded to the Body Corporate manager.</li> </ul>

22 September 2015	Installation of Pavers	All lots		<p>It was resolved by special resolution that the owners of each lot in the scheme are authorised to install pavers to their private courtyards under the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) All costs are to be paid by the owner (including installation costs and all future maintenance costs).</li> <li>(b) The pavers must appropriately match and blend with building design including the colour.</li> <li>(c) The drainage and water run off from the pavers must be appropriately managed via the storm water system and not channeled over any other lot or common property.</li> <li>(d) All installation work is to be performed in a thoroughly tradesman-like manner.</li> <li>(e) All conditions, requirements, guidelines etc of the Local Authority are to be duly complied with.</li> <li>(f) Any building and other regulations required in the installation are to be duly complied with.</li> <li>(g) Copies of all certificates of compliance shall be forthwith forwarded to the Body Corporate manager.</li> </ul>
22 September 2015	Installation of Pergolas	All lots		<p>It was resolved by special resolution that the owners of each lot in the scheme are authorised to install pergolas (either roofer or unroofed) to their private rear courtyards under the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) All costs are to be paid by the owner (including installation costs and all future maintenance costs).</li> <li>(b) The pergolas must appropriately match and blend with building design including the colour.</li> <li>(c) The drainage and water run off from the any section of roofed pergola must be appropriately managed via the storm water system and not channeled over another lots exclusive use area.</li> <li>(d) All installation work is to be performed in a thoroughly tradesman-like manner.</li> <li>(e) All conditions, requirements, guidelines etc of the Local Authority are to be duly complied with.</li> <li>(f) Any building and other regulations required in the installation are to be duly complied with.</li> <li>(g) Copies of all certificates of compliance shall be forthwith forwarded to the Body Corporate manager.</li> </ul>



## RESIDENTIAL STRATA RENEWAL SCHEDULE

### THE INSURED

POLICY NUMBER	QRSC15005985
OUR REFERENCE	15091156.10
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	Body Corporate for 22 Payne Street Community Title Scheme 47732
SITUATION	22 Payne Street Wilsonton QLD 4350
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 30/09/18 Expiry Date: 4.00pm on 30/09/19
INTERMEDIARY	Toowoomba Strata Pty Ltd
ADDRESS	200 Hume Street Toowoomba QLD 4350
DATE OF ISSUE	25/09/18

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,365,909
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$204,887
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 8	Catastrophe		\$204,886
SECTION 9	PART A - Government Audit Costs - Professional fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

### EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$300	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution