

DISCLOSURE STATEMENT
BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997
SECTION 206

Body Corporate Body Corporate for: Casa Belavista
Community Titles Scheme No: 28455
SP: 125507
Lot No: 9
Address: 8-10 Yallanga Place, Mooloolaba Qld 4557

Regulation Module Standard Module

Body Corporate Secretary/Manager Name: BCP Strata Pty Ltd
Address: PO Box 153, Mooloolaba Qld 4557
Telephone: 07 5438 4000
Fax: 07 5437 8977

Body Corporate Committee Is there a Committee for the Body Corporate: Yes
If there is no Committee, is the Body Corporate Manager engaged to perform the functions of the Committee: Not applicable

Annual Contributions And Levies **Administrative Fund:** Annual Levy: \$1,625.00 (Gross)

| Installment(s): (Gross) | Period | Amount | Due Date |
|---------------------------|----------------------------|-----------------|-----------------|
| | 01.08.17 – 31.01.18 | \$812.50 | 01.08.18 |
| | 01.02.18 – 31.07.18 | \$812.50 | 01.02.18 |
| <i>Pre-issued Levies:</i> | <i>01.08.18 – 31.01.19</i> | <i>\$812.50</i> | <i>01.08.18</i> |

Sinking Fund: Annual Levy: \$1,500.00 (Gross)

| Installment(s): (Gross) | Period | Amount | Due Date |
|---------------------------|----------------------------|-----------------|-----------------|
| | 01.08.17 – 31.01.18 | \$750.00 | 01.08.18 |
| | 01.02.18 – 31.07.18 | \$750.00 | 01.02.18 |
| <i>Pre-issued Levies:</i> | <i>01.08.18 – 31.01.19</i> | <i>\$750.00</i> | <i>01.08.18</i> |

Insurance Levies: Nil – insurance contributions are included in the Administrative Fund Levies.

Discount: 20%

Other: Nil

Information Prescribed under Regulation Module Not applicable – none prescribed

Lot Entitlements And Other Matters Contribution Schedule Lot Entitlement: Aggregate: 12
This Lot: 1
Interest Schedule Lot Entitlement: Aggregate: 12
This Lot: 1

Balance of Sinking Fund: \$ 111,363.71 as at 19.09.18
Balance of Administrative Fund: \$ 10,963.56 as at 19.09.18

 Initials
RIB

Improvements on Common Property for which buyer will be responsible

18.05.12 – Approval granted to install solar panels.
07.09.12 – Approval granted to install air conditioning.
The Register of Authorisations Affecting Common Property is attached.

By-law 21 grants exclusive use of a courtyard. The exclusive use by-law and plan are attached.

(Improvements without body corporate approval should be disclosed here by the seller)


Assets on Register

None recorded on Register.

Insurance

| | |
|---------------------------|----------------------|
| Insurer: | CHU Strata Insurance |
| Policy No: | HU0037132 |
| Current to: | 30.11.18 |
| Building Cover: | \$ 4,270,618 |
| Public Liability: | \$ 10,000,000 |
| Common Contents: | \$ 37,100 |
| Loss of Rent: | \$ 640,593 |
| Building Catastrophe: | \$ 1,281,185 |
| Office Bearers Liability: | \$ 1,000,000 |
| Machinery Breakdown: | Not Selected |

Signing



Seller/Seller's Agent

.....
Witness (not required if this form is signed electronically)

25.9.18
Date

Buyer's Acknowledgement

The buyer acknowledges having received and read this statement from the seller before entering into the contract.

.....
Buyer

.....
Witness (not required if this form is signed electronically)

.....
Date

The information contained in this two page statement is provided exclusively in relation to the lot mentioned and has been obtained from records made available by the body corporate and is accurate only to the extent of the accuracy of the records produced. INSIDE OUT LEGAL SERVICES does not warrant the accuracy or reliability of the body corporate records produced including any information advised from computer records. Only improvements on common property properly authorised and recorded in body corporate records have been stated. A physical inspection of the property is not undertaken.

Angela Cox

INSIDE OUT LEGAL SERVICES

21.09.18

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets
[Section 223(2)(a)&(b) Body Corporate and Community Management Act 1997-2003]

These matters are for consideration by the Vendor and are not disclosed in this Statement.

(b) Actual or Contingent or Expected Liabilities of Body Corporate
[Section 223(2)(c)&(d) Body Corporate and Community Management Act 1997-2003]

These matters are for consideration by the Vendor and are not disclosed in this Statement.

(c) Circumstances in Relation to Affairs of the Body Corporate
[Section 223(3) Body Corporate and Community Management Act 1997-2003]

These matters are for consideration by the Vendor and are not disclosed in this Statement.

(d) Exceptions to Warranties in Clause 7.4(3) of REIQ Contract for Lots in a Community Titles Scheme (Sixth Edition)

These matters are for consideration by the Vendor and are not disclosed in this Statement.

(e) Proposed Body Corporate Resolutions (clause 8.4) of REIQ Contract for Lots in a Community Titles Scheme (Sixth Edition)

These matters are for consideration by the Vendor and are not disclosed in this Statement.

Register Of Authorisations Affecting Common Property

CASA BELAVISTA CTS 28455

| Lot No | Date of Resolution | Authority Given To | Description of Area | Conditions |
|--------|--------------------|----------------------------------|---|-------------------------------|
| 12 | 11/03/02 | LOT 12 - PERGOLA | ERECT PERGOLA TO REAR OF LOT | |
| 5 | 16/02/04 | LOT 5 - AIR | INSTAL SPLIT SYSTEM, EXT UNIT AS CLOSE AS PRACT TO INSIDE UNIT TO MINIMISE PIPING | |
| 2 | 25/05/07 | LOT 2 - SAIL & CONCRETE SLAB | APPROVAL FOR SAIL AND SLAB IN EXC C/YARD FACING YALLANGA | |
| 4 | 29/06/07 | LOT 4 - SAIL | APPROVAL TO INSTALL SAIL TO EXCL USE C/YARD | SIMILAR TO LOT 2 |
| 12 | 05/05/09 | LOT 12 - EXTEND SAIL | APPROVAL TO EXTEND EXISTING SHADE SAIL | |
| 5 | 15/03/10 | Sail - Lot 5 | Shade Sail as per letter 15 March 2010 | Special conds ltr 15.03.10 |
| 10 | 23/12/10 | Shade Sail Lot 10 | Shade Sail Lot 10 on back decking | As per Flying Minute 23.12.10 |
| 7 | 15/11/11 | Lot 7 - DOG | Approval to keep one small white dog | Usual |
| 9 | 18/05/12 | Lot 9 - SOLAR | Approval to install solar panels | Commfly 18.05.12 |
| 9 | 07/09/12 | Lot 9 - Air Conditioning | Approval to install air conditioning | Commfly 07.09.12 |
| 5 | 25/01/13 | CANCELLED - Lot 5 - Dog (TENANT) | CANCELLED - Tenant authorised to keep a male bishchon frise | Usual |

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 Committee or 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 recover from the Owner under the Act, any other statutory provision or at common law; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

20. PONTOON

- (a) Owners and Occupiers and their Invitees are entitled to use the deck area and pontoon, which is part of the Common Property. The pontoon shall not be used between the hours of 11pm to 5am. Owners and Occupiers and their Invitees must not dive, jump, throw objects, drink alcohol or bring any glassware on and around the deck area and pontoon.
- (b) An Owner must not, except with the Committee's written approval, moor a vessel at the pontoon or store any items on the pontoon. An approval given under this by-law 20(b) must state the period for which it is given and any conditions on which the approval is given. However, the Committee may cancel the approval by giving seven (7) days written notice to the Occupier if the Owner breaches any of the conditions.
- (c) If any damage is caused to the pontoon by the mooring of a vessel, then the Owner of the vessel must report the damage to the Body Corporate and, if the damage has been caused by the Owner's negligence, the Body Corporate is entitled to recover the cost of the damage from the Owner.
- (d) Any vessel moored at the pontoon is done so at the Owner's sole risk and the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for damage howsoever caused to the Owner's vessel.

21. COURTYARD

The Owners and Occupiers of Lots 1 to 12 identified in schedule E shall have the exclusive use and enjoyment of the courtyard area being that part of the Common Property as identified as an exclusive use area for the relevant Lot on the sketch plan marked "A" and identified in Schedule E. The Owner or Owners shall be responsible at his, her or their own cost and expense for the maintenance of their respective exclusive use areas.

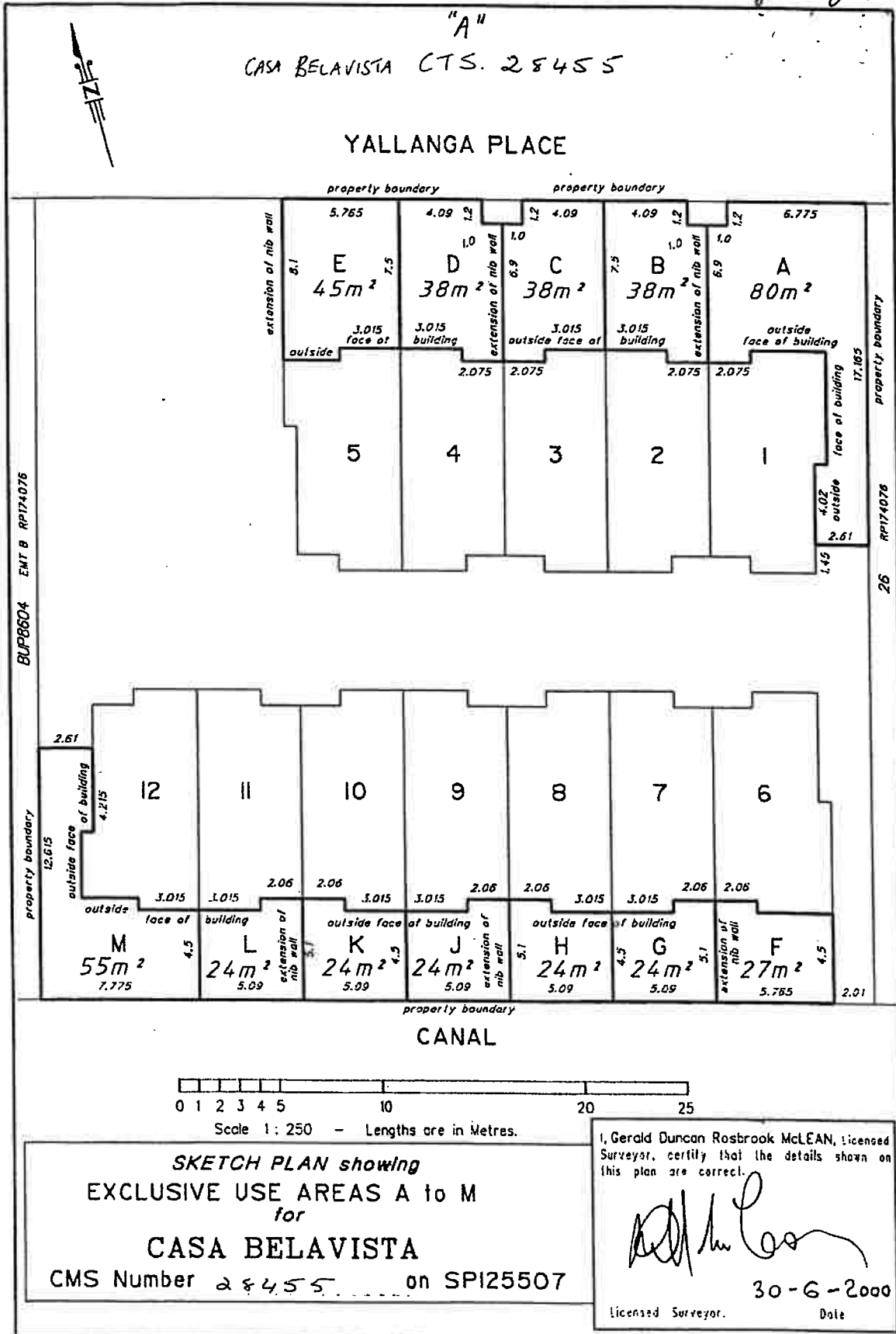
SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

| Lot | Exclusive Use Area | Purpose |
|--------------------|---------------------------|-----------|
| Lot 1 on SP 125507 | Area A on Sketch Plan "A" | Courtyard |
| Lot 2 on SP 125507 | Area B on Sketch Plan "A" | Courtyard |
| Lot 3 on SP 125507 | Area C on Sketch Plan "A" | Courtyard |
| Lot 4 on SP 125507 | Area D on Sketch Plan "A" | Courtyard |
| Lot 5 on SP 125507 | Area E on Sketch Plan "A" | Courtyard |

| | | |
|---------------------|---------------------------|-----------|
| Lot 6 on SP 125507 | Area F on Sketch Plan "A" | Courtyard |
| Lot 7 on SP 125507 | Area G on Sketch Plan "A" | Courtyard |
| Lot 8 on SP 125507 | Area H on Sketch Plan "A" | Courtyard |
| Lot 9 on SP 125507 | Area J on Sketch Plan "A" | Courtyard |
| Lot 10 on SP 125507 | Area K on Sketch Plan "A" | Courtyard |
| Lot 11 on SP 125507 | Area L on Sketch Plan "A" | Courtyard |
| Lot 12 on SP 125507 | Area M on Sketch Plan "A" | Courtyard |



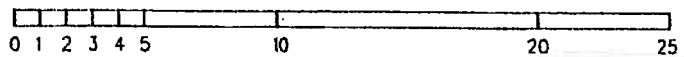
BUP8604 EMT B RPT14076

property boundary

property boundary

property boundary

CANAL



Scale 1: 250 - Lengths are in Metres.

SKETCH PLAN showing
EXCLUSIVE USE AREAS A to M
 for
CASA BELAVISTA
 CMS Number 28455 on SPI25507

I, Gerald Duncan Rosbrook McLEAN, Licensed Surveyor, certify that the details shown on this plan are correct.

[Signature]
 30-6-2000
 Licensed Surveyor. Date