

**DISCLOSURE STATEMENT**  
**BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997**  
**SECTION 206**

**Body Corporate**      Body Corporate for:                      Kaloola  
Community Titles Scheme No:      14388  
BUP:    693  
Lot No:                                         3  
Address:                                        37 Buderim Avenue, Mooloolaba Q 4557

**Regulation Module**      Standard

**Body Corporate Secretary/Manager**      Name:                                      KBW Management  
Address:                                      PO Box 287, Mooloolaba Q 4557  
Telephone:                                    07 5458 5458  
Fax:    07 5478 0088

**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:                      \$ 1,234.50 (Gross)

Installment(s): (Gross)	Period	Amount	Due Date
	01.02.19 – 31.07.19	\$ 617.25	01.02.19
	01.08.19 – 31.01.20	\$ 617.25	01.08.19

**Sinking Fund:**      Annual Levy:                      \$ 862.50 (Gross)

Installment(s): (Gross)	Period	Amount	Due Date
	01.02.19 – 31.07.19	\$ 431.25	01.02.19
	01.08.19 – 31.01.20	\$ 431.25	01.08.19

**Insurance Fund:**      Nil. Insurance Levies 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: 200  
This Lot: 12  
Interest Schedule Lot Entitlement:                      Aggregate: 200  
This Lot: 12

Balance of Sinking Fund:                      \$ 24,306.79      as at 03.04.19  
Balance of Administrative Fund:                      \$ 1,400.87      as at 03.04.19

**Improvements on  
Common Property  
for which buyer  
will be responsible**

09.04.13 – Approval for installation of window awnings on the northern & southern sides of complex. Register of Authorisations Affecting Common Property is attached.

By-law 31 grants exclusive use for a car parking space. The exclusive use By-law and plan is attached.

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

**Assets on Register**

Register of Assets is attached.

**Insurance**

Insurer:	CHU Underwriting Agencies Pty Ltd
Policy No:	866120
Current to:	14.03.20
Building Cover:	\$ 3,367,350
Public Liability:	\$ 20,000,000
Common Contents:	\$ 33,674
Loss of Rent:	\$ 505,103
Building Catastrophe:	\$ 505,103
Office Bearers Liability:	\$ 2,000,000
Machinery Breakdown:	Not Selected

**Signing**

.....  
Seller/Seller's Agent

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

.....  
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

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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**

## **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.***

"THE BUILDING UNITS TITLES ACT OF 1965"

*B.W.G.W.*  
In pursuance of Section 13 <sup>(A)</sup> ~~24~~ of "The Building Units Titles Act of 1965", the proprietors Kaloola Building Units Plan No. 693 hereby certify that by unanimous special resolution duly passed on the *thirteenth* day of *July* 1972 the bylaws in ~~the Second Schedule~~ *the First Schedule* to the abovementioned Act as they apply to the building referred to in the said Building Units Plan were repealed, amended and added to by the repeal of Bylaw 31 and the substitution and addition of the undermentioned Bylaw 31.

31. The area on the plan in the appendix hereto being common property and bearing the numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in the respective divisions in the said area shall be reserved for <sup>car spaces for</sup> each of the proprietors of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Building Units Plan No. 693 and the proprietor of each Lot as aforesaid (which expression shall include the lessee, ~~tenant or occupier~~ of the relevant lot) shall have the exclusive right to use and enjoy for the purpose of parking one motor vehicle (but for no other purpose) one of such car spaces which shall be allocated to each said lot as follows:-

<u>LOT</u>	<u>CAR SPACE</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13

PROVIDED THAT:

1. The proprietor of each lot shall be responsible for the maintenance and upkeep of the floor of the car space allocated to his lot as aforesaid and shall keep the same clean and tidy and free from

accumulations.

2. Whilst the boundaries of each car space are clearly delineated at present, if, at any time through any cause whatsoever, there be any doubt as to the delineation of such boundaries, the decision of the Council of the Body Corporate shall be final and binding on the proprietors of the lots concerned.

THE COMMON SEAL of the Proprietors  
of KALOOLA BUILDING UNITS PLAN NO.

693 was hereunto affixed on the

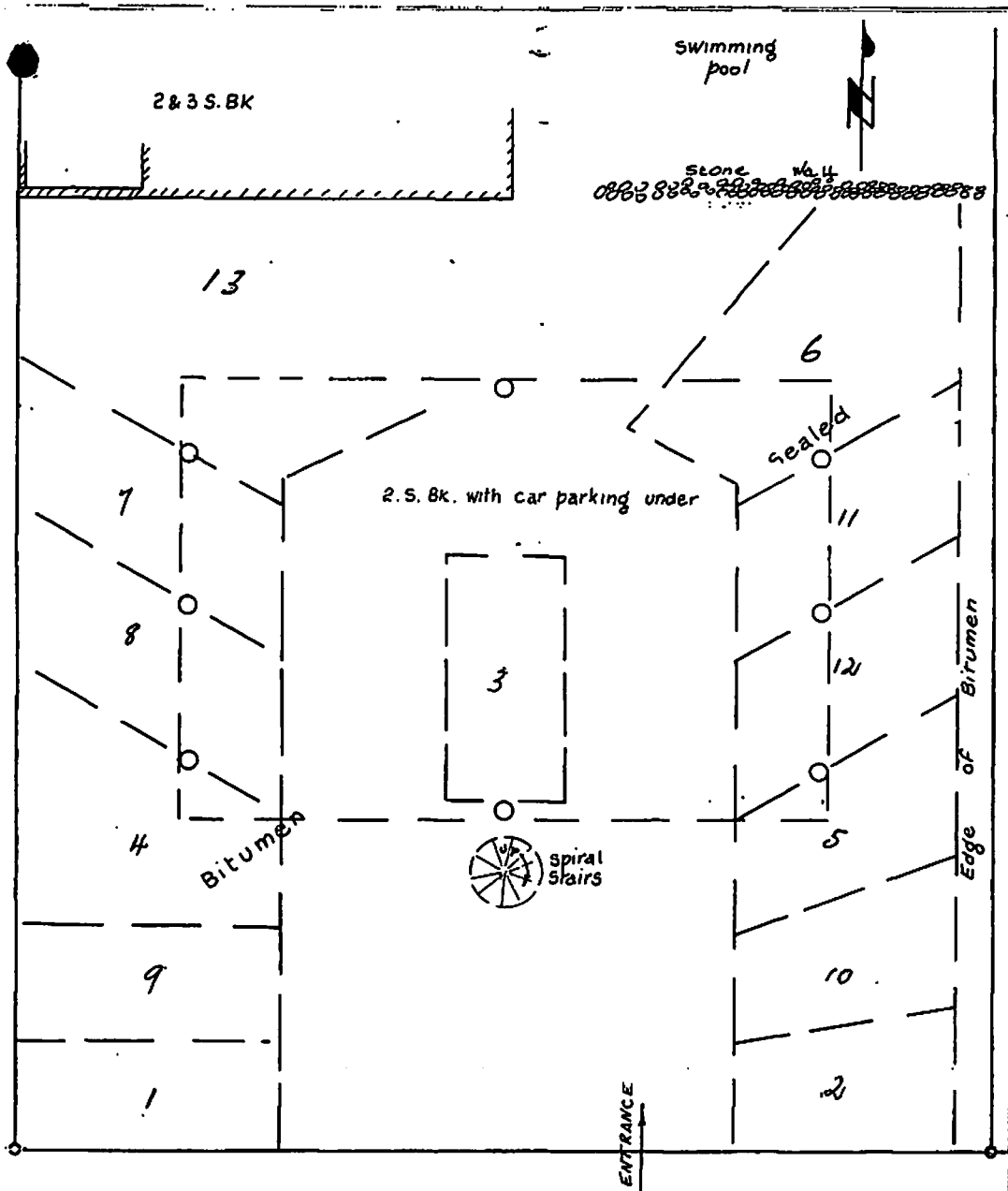
*thirteenth* day of *July*  
1972 in the presence of:



*[Signature]*  
.....

*[Signature]*  
.....

*[Signature]*  
.....  
Members of the Council



MARJORIE ST

THE COMMON SEAL of the Proprietors of KALOOLA BUILDING UNITS PLAN NO. 693 was hereunto affixed on the thirteenth day of July 1972 in the presence of:

PLAN OF PARKING AREA

'KALOOLA' BUILDING UNITS

*[Signature]*  
 X.....

*[Signature]*  
 X.....  
 Members of the Council

Scale: 8ft to an Inch

5.6.72



R.G. BELL & ASSOC.

AUTHORISED SURVEYORS  
 40 BULCOCK ST.  
 CALOUN DRA  
 Phone 91.1322

Job No 989



