

Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

BODY CORPORATE

Body Corporate for: Fernberg Community Titles Scheme: 2324
 Lot No: 8 on: BUP GTP SP 13340
 ADDRESS: 8/43 Fernberg Road
 SUBURB: PADDINGTON STATE: QLD POSTCODE: 4064

PRESCRIBED INFORMATION

SECRETARY OF BODY CORPORATE

NAME: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ FAX: _____

BODY CORPORATE MANAGER

NAME: _____
 ACE Body Corporate (Western Brisbane)
 ADDRESS: 6/35 Maryvale Street
 SUBURB: TOOWONG STATE: QLD POSTCODE: 4066
 PHONE: 07 3371 9551

BODY CORPORATE COMMITTEE

← Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate? Yes No
 If there is a committee, is the Body Corporate Manager engaged to perform the functions of the Committee? Yes No

ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:

Administrative Fund: \$ 2,404.91 each year by instalments in: advance arrears
 on the 1st day of each March, June, September & December

Sinking Fund: \$ 1250 each year by instalments in: advance arrears
 on the 1st day of each March, June, September & December

Other: REFER TO ATTACHED INFORMATION FOR DISCLOSURE STATEMENT

IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE *(insert details)*

REFER TO ATTACHED INFORMATION FOR DISCLOSURE STATEMENT

BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER *(insert details)*

REFER TO ATTACHED INFORMATION FOR DISCLOSURE STATEMENT

INFORMATION PRESCRIBED UNDER REGULATION MODULE *(insert details)*

REFER TO ATTACHED INFORMATION FOR DISCLOSURE STATEMENT

SIGNATURES

Seller/Sellers:

Witness:

_____ *Not required if this form is signed electronically*

Date:

BUYER'S ACKNOWLEDGMENT

The Buyer acknowledges having received and read this statement before entering into the contract.

Buyer:

Witness:

_____ *Not required if this form is signed electronically*

Date:

Buyer:

Witness:

_____ *Not required if this form is signed electronically*

Date:

INITIALS

000008150953

BODY CORPORATE DISCLOSURE STATEMENT

Section 206, Body Corporate and Community Management Act, 1997

As at 1st August 2018

1. BODY CORPORATE DETAILS

Name of Scheme: Fernberg
Address of Scheme: 43 Fernberg Road PADDINGTON QLD 4064
Community Titles Scheme Number: 2324
Regulation Module: Standard
Lot Number this statement relates to:
Unit Number this statement relates to:

2. BODY CORPORATE MANAGER DETAILS

Name of Manager: Ace Body Corporate (Western Brisbane)
ABN / ACN: 85 149 216 722
Address of Manager: 6/35 Maryvale St Toowong, QLD 4066
Telephone: 07 3371 9551
Facsimile: 07 3876 0158
E-mail Address: gaye.m@acebodycorp.com.au

3. ANNUAL CONTRIBUTIONS

Annual Administrative Fund Contribution payable by the owner of the lot.	\$1,727.97
Annual Insurance Contribution payable by the owner of the lot.	\$676.94
Total annual Administrative Fund Contributions	<hr/> \$2,404.91
Annual Sinking Fund Contribution payable by the owner of the lot.	\$1,250.00
Total annual contributions (both funds)	<hr/> \$3,654.91

4. COMMITTEE DETAILS

Is there a Committee appointed? YES.

5. IMPROVEMENTS ON COMMON PROPERTY FOR WHICH THE BUYER WILL BE RESPONSIBLE

Nil.

6. BODY CORPORATE ASSETS REQUIRED TO BE RECORDED IN THE ASSETS REGISTER

There are no assets required to be recorded in the scheme's Asset Register.

BODY CORPORATE DISCLOSURE STATEMENT

(Continued)

As at 1st August 2018

For Community Titles Scheme for Fernberg - CTS 2324 - Lot 8

7. OTHER INFORMATION

Nil.

BODY CORPORATE DISCLOSURE STATEMENT

(Continued)

As at 1st August 2018

For Community Titles Scheme for Fernberg - CTS 2324 - Lot 8

SIGNING

Seller / Authorised Person

Witness

Date

BUYERS ACKNOWLEDGEMENT

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

Buyer

Witness

Date

Body Corporate for Fernberg CTS 2324
ANNEXURE TO DISCLOSURE STATEMENT

The following information is provided as an annexure to the Disclosure Statement for Lot 8 dated 1st August 2018. The information does not form part of the Disclosure Statement.

Scheme information

CTS: 2324
 Building Name: Fernberg
 Property Address: 43 Fernberg Road PADDINGTON QLD 4064
 Module Type: Standard
 Financial Year End: 28-February-2019
 ABN: 11 405 178 986
 GST registered?: NO

Insurance information

Policy Details
 Policy No. 852969
 Expiry Date 14-March-2019
 Insurance Company QBE Insurance (Aust) Ltd
 Broker CHU Underwriting Agencies P/L
 Premium 5329.62

<u>Cover Type</u>	<u>Amount of Cover</u>
Building Catastrophe	\$1,168,650
Building Catastrophe - Loss of Ren/Temp Accom	\$175,298
Building Catastrophe - Removal of Contents/Evacuat	\$58,433
Building Catastrophe - Temporary Accommodation	\$58,433
Common Area Contents	\$15,582
Damage (i.e. Building) Policy	\$3,895,500
Fidelity Guarantee Insurance	\$100,000
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss of Rent	\$584,325
Lot Owner's Fixtures and Improvements	\$250,000
Office Bearers Liability Insurance	\$1,000,000
Property, Death and Injury (Public Liability)	\$20,000,000
Voluntary Workers Insurance	\$200,000/2,000

Lot information

Lot No.	8	Contribution Unit Entitlements:	1
Unit No.	8	Interest Unit Entitlements:	10
Type of Lot.	Residential		
Subdivided?	NO		

Additional Levy information

Total Annual Contributions to the Administrative Fund:	\$1,727.97
Monthly penalty on overdue contributions	2.50% per month
Discount	No
Number of levy installment periods per year	4
<i>Current Periods</i>	01/03/18 to 31/05/18 01/06/18 to 31/08/18 01/09/18 to 30/11/18 01/12/18 to 28/02/19

Administrative Fund (Insurance):

Title	Description	Annual Contribution	Monthly Penalty	Discount	Installments Per Year	Current Period
building insurance	Building replacement insurance	676.94	2.50%	No	4	01/03/18 to 31/05/18 01/06/18 to 31/08/18 01/09/18 to 30/11/18 01/12/18 to 28/02/19

Total Annual Contributions to the Sinking Fund:	\$1,250.00
Monthly penalty on overdue contributions	2.50% per month
Discount	No -
Number of levy installment periods per year	4
<i>Current Periods</i>	01/03/18 to 31/05/18
	01/06/18 to 31/08/18
	01/09/18 to 30/11/18
	01/12/18 to 28/02/19

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 13340	1	7
Lot 2 in BUP 13340	1	7
Lot 3 in BUP 13340	1	7
Lot 4 in BUP 13340	1	10
Lot 5 in BUP 13340	1	7
Lot 6 in BUP 13340	1	7
Lot 7 in BUP 13340	1	10
Lot 8 in BUP 13340	1	10
TOTALS	8	65

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

1. DEFINITIONS

1.1 Dictionary

- Act** means the Body Corporate and Community Management Act 1997.
- Body Corporate** has the same meaning as in the Act.
- Body Corporate Committee** has the same meaning as in the Act.
- Commissioner** has the same meaning as in the Act.
- Common Property** has the same meaning as in the Act.
- Invitee** any person on the Scheme Land with the permission of an Occupier.
- Lot** has the same meaning as in the Act.
- Occupier** an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.
- Owner** has the same meaning as in the Act.
- Scheme Land** has the same meaning as in the Act.
- Window Covering** 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 taking by novation) and 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 11pm 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 LOT

- (a) 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.
- (b) A change to the external appearance or a structural alteration to a Lot means but is not limited to erecting external aerials, blinds or awnings, changes to utility infrastructure, installation of an air conditioning unit or the enclosure of a patio or balcony.

10. WINDOW COVERINGS

An Owner must not have Window Coverings visible from outside 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 other 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 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. SMOKING ON COMMON PROPERTY

Occupiers must not smoke on any part of the Common Property at any time.

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 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.

20. EXCLUSIVE USE – LOFTS

The Owners for the time being of the Lots identified in Schedule E shall be entitled to the exclusive use and enjoyment for himself and his licensees of that part of the Common Property relating to the Lot identified in Schedule E and on the attached Sketch plans marked "A", "B" and "C" and it shall be the responsibility of such Owner to keep and maintain the said part or parts of the Common Property together with the fixtures and fittings attached thereto in a state of good and serviceable repair, order and appearance.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil.

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

EXCLUSIVE USE – LOFTS

LOTS AFFECTED:

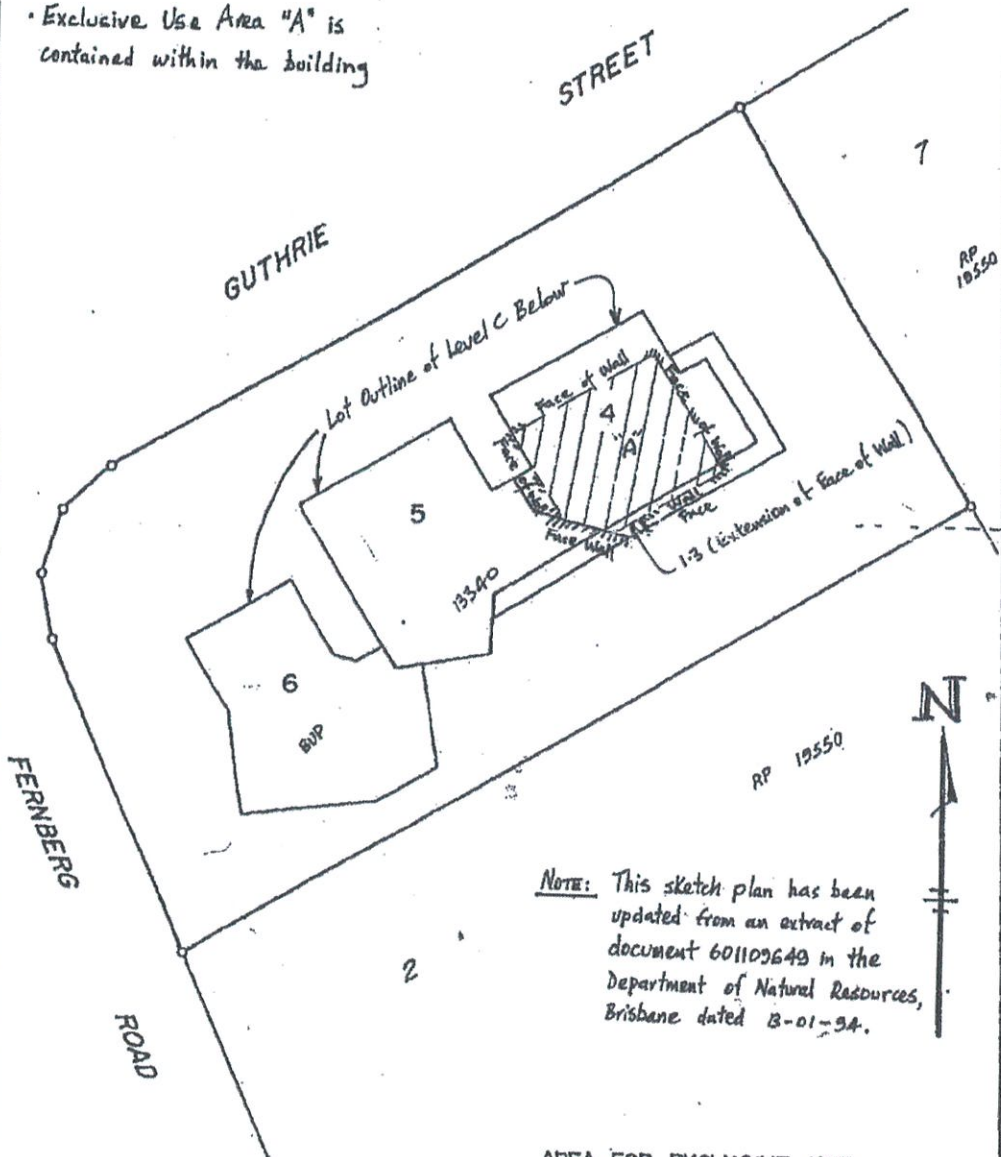
Lot	Exclusive Area
Lot 4 in BUP 13340	Area A on Sketch A
Lot 7 in BUP 13340	Area B on Sketch B
Lot 8 in BUP 13340	Area C on Sketch C

"A"

NAME OF BUILDING "FERNBERG"

PLAN C4 AREA FOR EXCLUSIVE USE
OF PART OF COMMON PROPERTY OF "FERNBERG"
BUILDING UNITS PLAN No. 13340, C.T.S. 2324
LEVEL C. - LOFT AREA
 (COMMON PROPERTY ABOVE LEVEL C.)

• Exclusive Use Area "A" is contained within the building



NOTE: This sketch plan has been updated from an extract of document 601109649 in the Department of Natural Resources, Brisbane dated 13-01-94.

AREA FOR EXCLUSIVE USE
SHOWN HATCHED

SCALE: 1:250

"B"

NAME OF BUILDING "FERNBERG"

PLAN D7 AREA FOR EXCLUSIVE USE

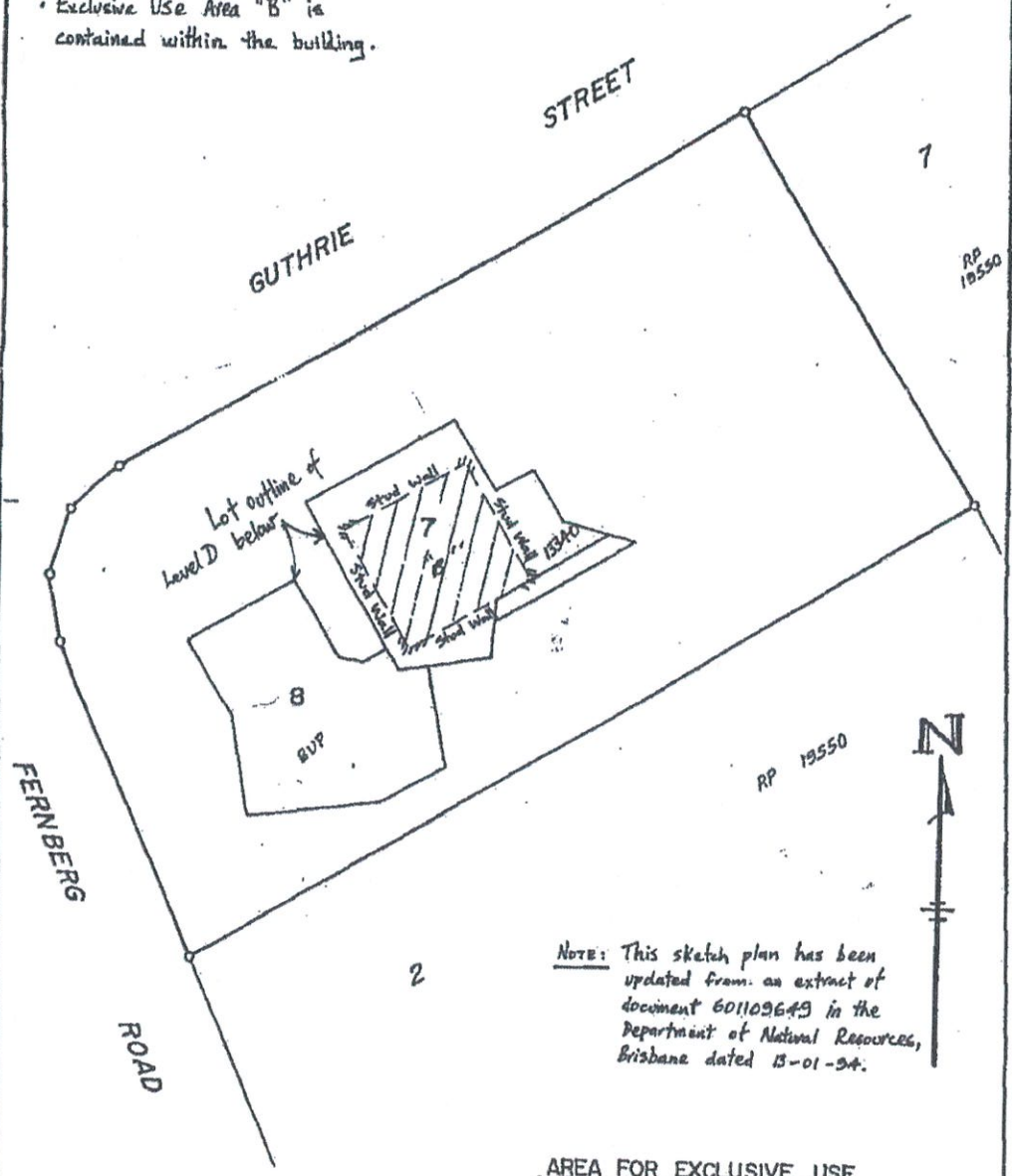
OF PART OF COMMON PROPERTY OF "FERNBERG"

BUILDING UNITS PLAN No. 13340 C.T.S. 2324

LEVEL D. - LOFT AREA

(COMMON PROPERTY ABOVE LEVEL D.)

• Exclusive Use Area "B" is contained within the building.



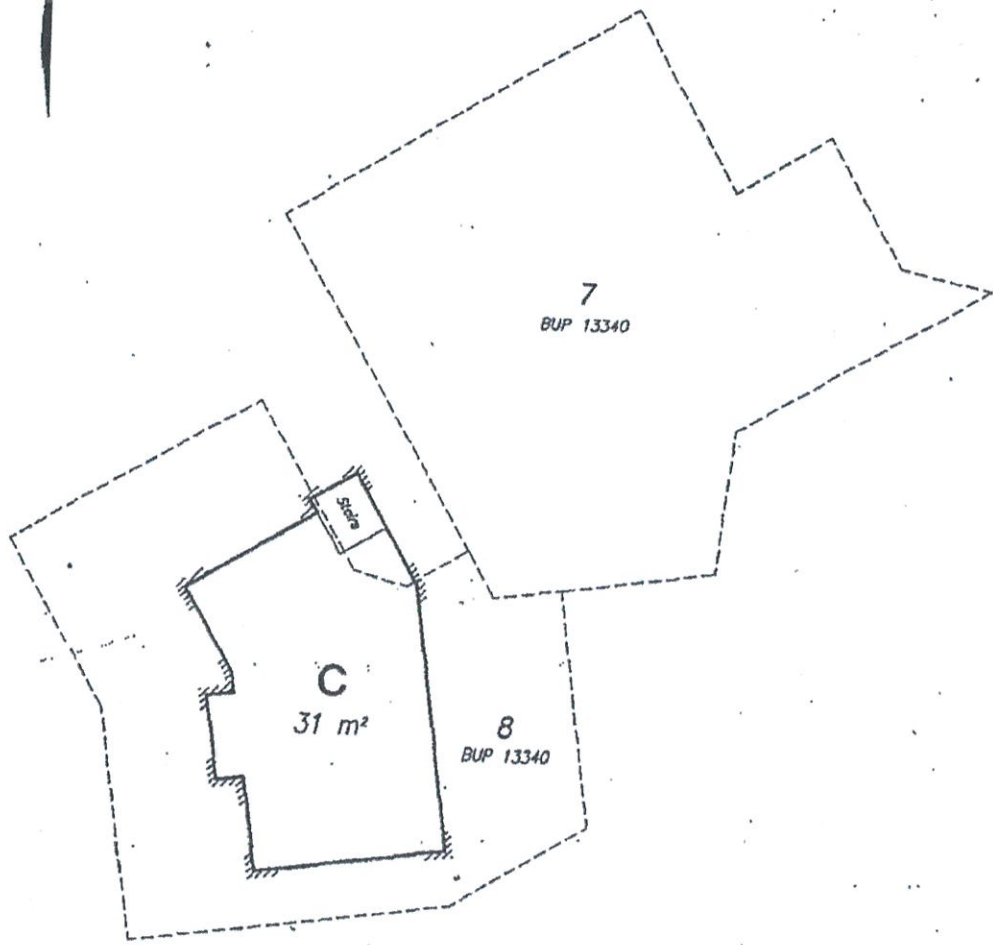
Note: This sketch plan has been updated from an extract of document 601109649 in the Department of Natural Resources, Brisbane dated 13-01-94.

AREA FOR EXCLUSIVE USE SHOWN HATCHED

SCALE: 1:200

Sheet 8 of 8

REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN



Exclusive Use Area C is contained within the building.

Denotes Face of Wall.

Denotes outline of level D lots shown on BUP 13340 below.



We Pike Mills McKnulty Pty Ltd ACN 010370448 Licensed Surveyor, certify that the details shown on this sketch plan are correct.



Licensed Surveyor & Director.

Director.

Date 17-8-00.

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of Common Property of the Loft above Level D on BUP 13340 of "Fernberg" (C.T.S. 2324)

21 BUCHANAN STREET, WEST END, QLD, 4101.

PO BOX 3787, SOUTH BRISBANE, QLD 4101

TELEPHONE 07 3848 3344
FACSIMILE 07 3848 7244
Email pmc@pmm.com.au



PARISH. ENOGGERA COUNTY. STANLEY

SCALE.	DATE. 17/8/2000	SURVEYED. WJB	DWG FILE. 5773XU
MERIDIAN.	F/B No.	DRAWN. GDC	PLAN No. 5773-01

CHECKED BY
WJB

A3

5773-01
Sheet 1 of 1