



Purchasers Strata Inspections Pty Ltd

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COMMUNITY TITLES MANAGEMENT RIGHTS REPORT Accommodation Module

BRISBANE Phone: 1300-787-282 Fax: 1300-365-774 SYDNEY Phone: 1300-363-774 Fax: 1300-365-774 ALL MAIL TO: 587 Bunnerong Road Matraville NSW 2036 BRANCHES <ul style="list-style-type: none">• NEWCASTLE• WOLLONGONG• CAIRNS• TOOWOOMBA• SUNSHINE COAST• GOLD COAST• TWEED HEADS	CLIENT NAME:	Sample Lawyers PO Box 2000 Sydney NSW 2000
	REFERENCE:	Andrews from Borman
	CTS NO:	00000
	BODY CORPORATE	"Sample at Parkville"
	LOT NO(S):	1
	ADDRESS:	1 Sample Crescent Varsity Lakes 4227
	REPORT DATE:	18th April 2019.
	INSPECTION DATE:	17th April 2019.
	INSTRUCTION NO:	00000

This report contains **17** pages. If you do not receive every page, please call us and we will provide you with any missing pages. For qualifications and exclusions, see the last page of this report.

SMART BUYER INFORMATION

What do you look for when you set out to buy an apartment?

See what the experts say www.strata.com.au/smartbuyer.htm



Purchasers Strata Inspections Pty Ltd
COMMUNITY TITLES MANAGEMENT RIGHTS REPORT



1 STRATA ROLL		Dictionary	Help
1.1	Is there a Roll?	Yes	
1.2	Owner		
	Original or Subsequent:	Subsequent	
	Name:	P Borman	
	Address:	00 Sample Street Burleigh Waters Qld 4220	
	Agent/Nominee (if any):	Nil	
1.3	Mortgagee In Possession		
	Name:	Nil	
	Address:	N/A	
1.4	Was the Roll in compliance with the requirements of the Regulation Module?		
	Lot entitlement recorded	Yes	
	Original Owner recorded	Yes	
	Other required information recorded	No	

Division 4—Rolls and registers—Act, s 204(Section 142 Accommodation Module) (Section 143 Standard Module) (Section 104 Small Schemes Module) (Section 123 Commercial Module)

Roll of lots and entitlements states

(1) The body corporate must prepare and keep a roll containing the information required by this section.

(2) The roll must contain—

- (a) the name, residential or business address and address for service (if it is different from the residential or business address) of the original owner; and
- (b) the contribution schedule lot entitlement of each lot included in the scheme; and
- (c) the interest schedule lot entitlement of each lot included in the scheme; and
- (d) the name, residential or business address and the address for service (if it is different from the residential or business address) of the current owner, or the current co-owners, of each lot included in the scheme; and
- (e) if the original owner, or the owner of a lot, is a corporation registered under the Corporations Law—the corporation's Australian Company Number or Australian Registered Body Number; and
- (f) if there is a mortgagee in possession of a lot—
 - (i) the name, residential or business address and the address for service (if other than the residential or business address) of the mortgagee in possession; and
 - (ii) when the body corporate received notice of the mortgagee's entering into possession; and
 - (iii) if the mortgagee in possession gives notice of an intention not to enforce the mortgage—when the body corporate received notice of the mortgagee's intention not to enforce the mortgage, together with brief details of the notice; and
- (g) brief details of all information required to be given to the body corporate in notices given under the Act or this regulation, including when the information was given.



2 PRESCRIBED REGISTERS

[Dictionary](#)

2.1 Assets Register

Is a register of body corporate assets kept?	Yes
If so, what assets are recorded in the register?	See attached Register dated 16/4/2019
Does there appear to be assets not recorded in the register which should be recorded?	No
If so, what are these assets?	N/A

2.2 Engagements and Authorisations Register

Is a Register of Engagements and Authorisations kept?	Yes
Are there any current entries on that Register?	Yes
If so, see attachment for details of those entries.	See attached Register dated 16/4/2019

2.3 Register of Common Property Authorisations

Is a Register of Authorisations Affecting the Common Property kept?	No
Are there any current entries on that Register?	N/A
If so, see attachment for details of those entries.	N/A

2.4 Register of Exclusive Use Allocations

Is a Register of Allocations Under Exclusive use By-law kept?	No
Are there any current entries on that Register relevant to the subject lot(s)?	N/A
Number of by-law	N/A
Common property allocated	N/A

Division 4—Rolls and registers—Act, s 204

(Sections 143-146 Accommodation Module) (Sections 144-147 Standard Module) (Sections 105-107 Small Schemes Module) (Sections 124-127 Commercial Module)

Register of assets

(1) The body corporate must keep a register of body corporate assets and record in it all body corporate assets of more than \$1 000 in value.

(2) The register must show the following details for each asset recorded—

- (a) a brief description of the asset;
- (b) whether the asset was purchased or was a gift;
- (c) when the asset became a body corporate asset;
- (d) if the asset was purchased—
 - (i) its cost; and
 - (ii) the name and address of the person from whom the asset was purchased;
- (e) if the asset was a gift—
 - (i) its estimated value; and
 - (ii) the name and address of the donor.

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Register of engagements and authorisations

- (1) The body corporate must keep a register of each engagement by the body corporate of a person as a body corporate manager or service contractor, and each authorisation of a person as a letting agent.
- (2) The register must show the following details for each engagement or authorisation recorded—
 - (a) the name and address of the body corporate manager, service contractor or letting agent (the “contractor”);
 - (b) for an engagement—
 - (i) a statement of the duties the contractor is required to perform; and
 - (ii) a statement of the basis on which the contractor is remunerated;
 - (c) when the engagement or authorisation takes effect, and the term of the engagement or authorisation;
 - (d) for an engagement of a person as a body corporate manager, other than a part 3, division 10 engagement—the powers of an executive member of the committee the contractor is authorised to exercise.
- (3) Also, an original, executed copy of the contract or other arrangement under which the person is engaged as a body corporate manager or service contractor, or authorised as a letting agent, must be kept as part of the register.
- (4) The body corporate must note in the register—
 - (a) the giving to the body corporate of a written notice that a person is a financier of the contract or other arrangement under which a person is engaged as a service contractor, or authorised as a letting agent; and
 - (b) the giving to the body corporate of a written notice withdrawing a written notice mentioned in paragraph (a)

Register of authorisations affecting the common property

- (1) The body corporate must keep a register for recording each authorisation for a service contractor or letting agent to occupy a particular part of common property.
- (2) The register mentioned in subsection (1) must show the following details about the authorisation—
 - (a) when the resolution was passed giving the authorisation;
 - (b) a description of the area of common property authorised for occupation;
 - (c) any conditions, including conditions as to use of the common property by other persons, stated in the authorisation.
- (3) The body corporate must keep a register for recording each authorisation for the owner of a lot included in the scheme to make an improvement to common property for the benefit of the owner's lot.
- (4) The register mentioned in subsection (3) must show the following details about the authorisation—
 - (a) when the authorisation was given;
 - (b) a description of the area of common property authorised for use for the improvement;
 - (c) any conditions, including conditions as to use of the common property by other persons, stated in the authorisation;
 - (d) if an adjudicator ordered the body corporate to consent to the improvement—when the order was made.

Register of allocations under exclusive use by-law

- (1) This section applies if there is an exclusive use by-law, and, under the by-law, a person is authorised to allocate parts of the common property or body corporate assets for the purpose of the by-law.
- (2) The body corporate must keep a register of allocations (including an allocation under a reallocation agreement mentioned in chapter 3, part 5, division 2 of the Act) made under the exclusive use by-law.
- (3) The register must identify the following about each allocation—
 - (a) the exclusive use by-law under which the allocation was made;
 - (b) the common property or body corporate asset allocated;
 - (c) the lot in favour of which the allocation was made.

3 INSURANCE		Dictionary	Help
3.1 Details of Building Insurance:			
Sum Insured	\$17,837,612.00		
Company	Longitude Insurance Pty Ltd		
Policy Number	LNG-STR-237781		
Due Date	31st August, 2019		
Premium	Unable to ascertain		
3.2 Details of Public Liability Insurance			
Limits of liability	\$20,000,000.00		
3.3 The above details were obtained from	Certificate of Currency		
3.4 Details of the last valuation obtained	A valuation was carried out by Seymour Consultants Pty Ltd on 22nd October, 2015. Recommended cover was \$15,408,800.00		
3.5 Is this property under insured?	No		

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Division 9—Insurance—Act, s 189

(Section 126 Accommodation Module) (Section 127 Standard Module) (Section 88 Small Schemes Module) (Section 107 Commercial Module)

Insurance of common property and body corporate assets

(1) The body corporate must insure, to full replacement value—

- (a) the common property; and
- (b) the body corporate assets.

(2) Subsection (1)(a) has effect only to the extent that the common property is not required to be insured under another provision of this division.

(3) A policy of insurance taken out under this section—

(a) must cover, to the greatest practicable extent—

(i) damage; and

(ii) costs incidental to the reinstatement or replacement of insured buildings, including the cost of taking away debris and the fees of architects and other professional advisers; and

(b) must provide for the reinstatement of property to its condition when new.

(4) The owner of each lot that is included in the scheme is liable to pay a contribution levied by the body corporate that is a proportionate amount of the premium for a policy of insurance taken out under this section that reflects the interest schedule lot entitlement of the lot.

See also Sections: (Sections 127-136 Accommodation Module) (Sections 128-137 Standard Module) (Sections 89-98 Small Schemes Module) (Sections 108-117 Commercial Module)

Insurance of building including lots

Insurance for buildings with common walls

Premium

Improvements affecting premium

Use affecting premium

Excess

Insurance for buildings with no common walls

Combined policy of insurance

Public risk insurance

Use of insurance money

4 ACCOUNTING RECORDS

[Dictionary](#)

[Help](#)

4.1	Does the Body Corporate comply substantially with its duty to keep proper accounting records?	Yes
	If so, who keeps the books of account?	Body Corporate Manager
4.2	In respect to the current financial year, has an auditor been appointed?	No
	If so, who is the auditor?	N/A
4.3	What was the approximate balance of the Administrative Fund?	\$60,585.52 credit, as at 16/4/2019
4.4	What was the approximate balance of the Sinking Fund?	\$157,796.61 credit, as at 16/4/2019
4.5	How were these approximate balances ascertained?	A Balance Sheet
4.6	Detail any records found that reveal the body corporate has mortgaged or charged its assets or has any unsatisfied judgements against it?	Nil

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Division 7—Accounts and audit—Act, s 150
(Section 104 Accommodation Module) (Section 105 Standard Module) (Section 66 Small Schemes Module) (Section 85 Commercial Module)

Accounts

- (1) The body corporate must—
 - (a) keep proper accounting records; and
 - (b) prepare for each financial year a statement of accounts showing the income and spending (or receipts and payments) of the body corporate for the financial year.
- (2) The statement of accounts may be prepared on a cash or accrual basis.
- (3) If the accounts are prepared on a cash basis, they must include disclosure of the following—
 - (a) total contributions paid in advance to the administrative and sinking funds;
 - (b) total contributions in arrears, and total outstanding penalties;
 - (c) balances for all financial institution accounts and investments;
 - (d) all outstanding receipts and payments.
- (4) If the accounts are prepared on an accrual basis, they must show the assets and liabilities of the body corporate at the end of the financial year.
- (5) The statement of accounts must include—
 - (a) the corresponding figures for the previous financial year, unless the statement is for the body corporate's first financial year; and
 - (b) disclosure of all remuneration, allowances or expenses paid to members of the committee, identifying the total amounts paid to each member during the financial year under the following categories—
 - (i) remuneration or allowances;
 - (ii) expenses, split up into travelling, accommodation, meal and other expenses.
- (6) A copy of the statement of accounts must accompany the notice of the annual general meeting first happening after the end of the financial year for which the accounts are prepared.

See also Sections: (Sections 105-106 Accommodation Module) (Sections 106-107 Standard Module) (Sections 66-68 Small Schemes Module) (Sections 86-87 Commercial Module)

Audit

Auditing qualifications and experience—Act, sch 6

5 BODY CORPORATE CONTRIBUTIONS		Dictionary	Help
5.1 The records indicate that the current regular periodic contributions are as follows			
To the Administrative Fund	\$1,314.02 due 1/8/2018 \$978.89 due 4/1/2019, 1/4/2019 and 1/8/2019		
To the Sinking Fund	\$309.75 due 1/8/2018 \$630.64 due 4/1/2019, 1/4/2019 and 1/8/2019		
Insurance Levy Payable	\$435.60 due 4/1/2019		
Do these contributions appear to have been correctly determined	Yes		
If not, in what respect does the determination appear to be defective?	N/A		
5.2 When were the levies last increased?	26th November, 2018		
5.3 Are there any current special levies?	No		
Details of current special levies are			
Fund	N/A		
Total Amount	N/A		
Amount Payable by Subject Lot	N/A		
Due Date	N/A		
Purpose	N/A		



5.4 Is there any proposal for special levies in the near future?	No
If so, what are the likely details?	
Fund	N/A
Amount	N/A
Due Date	N/A
Purpose	N/A

6 FINANCE AND LOANS

[Dictionary](#)

[Help](#)

6.1 Does it appear that loans or finance has been raised or sought by the Body Corporate?	No
Details of finance /loans raised or sought	N/A

*Division 3—Contributions levied by body corporate—Act, s 150
 (Section 93 Accommodation Module) (Section 95 Standard Module) (Section 56 Small Schemes Module) (Section 77 Commercial Module)*

Contributions to be levied on owners

- (1)The body corporate must, by ordinary resolution—
 - (a)fix, on the basis of its budgets for a financial year, the contributions to be levied on the owner of each lot for the financial year; and
 - (b)decide the number of instalments in which the contributions are to be paid; and
 - (c)fix the date on or before which payment of each instalment is required.
- (2)If a liability arises for which no provision, or inadequate provision, has been made in the budget, the body corporate must, by ordinary resolution—
 - (a)fix a special contribution to be levied on the owner of each lot towards the liability; and
 - (b)decide whether the contribution is to be paid in a single amount or in instalments and, if in instalments, the number of Instalments; and (c)fix the date on or before which payment of the single amount or each instalment is required.
- (3)Also, the committee may fix an interim contribution to be levied on the owner of each lot before the owner is levied contributions fixed on the basis of the body corporate's budgets for a financial year.
- (4)The amount of a contribution mentioned in subsection (3)—
 - (a)must subsequently be set off against the liability to pay contributions mentioned in subsection (1); and
 - (b)must be calculated on the basis of the level of contributions applying for the scheme for the previous financial year; and
 - (c)must relate, as closely as practicable, to the period from the end of the previous financial year to 2 months after the proposed date of the annual general meeting.
- (5)The contributions levied on the owner of each lot (other than contributions payable for insurance and any other matter for which, under the Act, the liability attaching to each lot is calculated other than on the basis of the lot's contribution schedule lot entitlement).must be proportionate to the contribution schedule lot entitlement of the lot.

See also Sections: (Sections 94-99A Accommodation Module) (Sections 96-101A Standard Module) (Sections 57-62 Small Schemes Module) (Sections 78-82 Commercial Module)

Notice of contribution payable
Discounts for timely payment
Penalties for late payment
Payment and recovery of body corporate debts
Administrative and sinking funds
Administration of administrative or sinking fund by body
Application of administrative and sinking funds
Reconciliation statements



[Dictionary](#)

[Help](#)

7 BY-LAWS

7.1	Do the records suggest that the By-laws have been changed or added to in the past three months?	No
	If so, does it appear that these changes or additions have been recorded at the Titles Office by amendment of the community management statement?	N/A
	If not, what do they relate to?	N/A
7.2	Does it appear that the proprietor of the subject lot(s) is entitled to exclusive use of a parking space or other exclusive use right or special privilege?	Yes
	If so, what is the number of the parking space or identity of the right of privilege?	Car Park: Areas C55 & C54
	How was this number or identity ascertained?	By-law 34, Schedule E and Plan
	Does the right or privilege rely upon section 30(7) of the Building Units and Group Titles Act 1980?	No
7.3	If the by-law relied upon that section 30(7):	
	Does it appear a resolution without dissent was recorded in the minute book?	N/A
	Were written consents sighted?	N/A
7.4	If the by-law relates to section 337 of the Act, was it included in the original community management statement?	Yes
	If not, was there a consent in writing before the resolution without dissent was passed?	N/A
7.5	If the by-law relates to section 337 of the Act:	
	is an allocation required to be notified to the Registrar of Titles under the Act?	Yes
	if so, does it appear to have been made?	Yes
7.6	Particulars of capital payments or regular periodic payments due in respect of the subject Lot(s) under an exclusive use or special privilege by-law:	Nil



PART 5—BY-LAWS

Division 1—By-laws generally

See 168 Meaning of “by-laws” and 169 Content and extent of by-laws

Division 2—Exclusive use by-laws

170 Meaning of “exclusive use by-law”

- (1) An “exclusive use by-law”, for a community titles scheme, is a by-law that attaches to a lot included in the scheme, and gives the occupier of the lot for the time being exclusive use to the rights and enjoyment of, or other special rights about—
- (a) common property; or
 - (b) a body corporate asset.
- (2) If an exclusive use by-law attaches to a lot that is another community titles scheme, the exclusive use or other rights are for the benefit of the other scheme.

171 Requirements for exclusive use by-law

- (1) The common property or body corporate asset to which an exclusive use by-law for a community titles scheme applies must be—
- (a) specifically identified in the by-law; or
 - (b) allocated—
 - (i) by a person (who may be the original owner or the original owner’s agent) authorised under the by-law to make the allocation (an “authorised allocation”); or
 - (ii) by 2 or more lot owners under a reallocation agreement (an “agreed allocation”)
- (2) An exclusive use by-law that specifically identifies the common property or body corporate asset to which it applies, other than an exclusive use by-law contained in the first community management statement for the scheme—
- (a) may attach to a lot only if the lot owner agrees in writing before the passing of the resolution without dissent consenting to the recording of the new community management statement to incorporate the exclusive use by-law, or the lot owner votes personally in the resolution; and
 - (b) may stop applying to the lot only if the lot owner agrees in writing before the passing of the resolution without dissent consenting to the recording of the new community management statement that does not incorporate the exclusive use by-law, or the lot owner votes personally in the resolution.
- (3) If an exclusive use by-law authorises the allocation of common property or a body corporate asset for the purpose of the by-law—
- (a) the by-law may attach to a lot on the basis of an authorised allocation only if the lot owner agrees in writing before the allocation of the common property or body corporate asset to which the by-law applies; and
 - (b) the by-law may stop applying to the lot only if the lot owner agrees in writing before
 - (i) the allocation is revoked under the by-law (if the by-law provides for the revocation of an allocation); or
 - (ii) the passing of the resolution without dissent—
 - (A) consenting to the recording of the new community management statement that does not incorporate the exclusive use by-law; or
 - (B) in which the lot owner voted personally.

172 Identification of subject matter of exclusive use by-laws

Before the registrar records a community management statement that includes an exclusive use by-law, the registrar may require the common property or body corporate asset the subject of the by-law to be identified in a plan, or in another way the registrar directs, to avoid doubt about the extent of the common property, or about the identification or extent of the body corporate asset, that is the subject of the by-law.

173 Regulation of exclusive use by-laws

The regulation module applying to the scheme may make provision about

- (a) the inclusion of conditions in an exclusive use by-law (including conditions about payments to be made by the owner of the lot to which the by-law attaches); and
- (b) obligations imposed on the owner of a lot to which the by-law attaches (including obligations that would otherwise be obligations of the body corporate); and
- (c) authorisation given under an exclusive use by-law for the making of improvements; and
- (d) recovery of amounts payable under an exclusive use by-law.

8 BODY CORPORATE MANAGER		Dictionary	Help
8.1	Is there a Body Corporate Manager?	Yes	
	Name:	Sample Body Corporate Management Pty. Ltd	
	Address:	200 Sample Avenue Surfers Paradise 4217	
	Telephone:	(07) 0000-0000	
	The Body Corporate Manager was appointed on:	2nd November, 2016	
	The term of the Body Corporate Manager’s appointment was:	3 Years	
8.2	Is there a professional Secretary?	No	
	Name:	N/A	
	Address:	N/A	
	Telephone:	N/A	
8.3	Is there a Committee elected for this Scheme?	Yes	

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8.4	The person responsible for issuing body corporate information certificates is:	Body Corporate Manager
8.5	Has a Division 10 appointment been made to assume the role of the Committee?	No
	Name:	N/A
	Address:	N/A
	Telephone:	N/A
	Date of commencement of term:	N/A

*Division 2—Requirements for engagements and authorisations—Act, s 122
(Section 78 Accommodation Module) (Section 80 Standard Module) (Section 46 Small Schemes Module) (Section 63 Commercial Module)*

Term of engagement of body corporate manager

(1) *The term of the engagement of a person as a body corporate manager (after allowing for any rights or options of extension or renewal, whether provided for in the engagement or subsequently agreed to) must not be longer than 3 years.*

Example for subsection (1)—

The engagement of a body corporate manager begins on 1 January 2002 and is for a term of 3 years. The engagement can not end later than 31 December 2004.

(2) *If the term purports to be longer than 3 years, it is taken to be 3 years.*

(3) *To remove any doubt, it is declared that at the end of the term—*

(a) *the engagement expires; and*

(b) *the person can not act again as the body corporate manager without a new engagement.*

NB: *Small Scheme appointments may only be for a term of 12 months.*

**Division 10 Appointments—(Sections 22D-23F and Sections 35A-35E Accommodation Module)
(Sections 25D-25F and Sections 37A-37F Standard Module)**

NB: *Division 10 appointments do not apply to the Small Schemes or Commercial Modules.*

9	MINUTES	Dictionary Help
9.1	Does the Body Corporate keep minutes of meetings?	Yes
	Are Minutes retained as required by the Act?	Yes
	Date of first minutes made available for inspection	First E.G.M. 1/9/2010
	Date of last minutes made available for inspection	Committee Meeting 11/2/2019
9.2	Has a general meeting been held in the past two weeks or has a meeting been convened to be held in the next three weeks?	No
9.3	Has a special or without dissent resolution (other than one relating to By-laws) been passed in last two years?.	Yes
	If so, particulars are:	(Reconvened) A.G.M. 23/11/2017: Special Resolution not to audit the accounts. A.G.M. 26/11/2018: Special Resolution not to audit the accounts.
9.4	Does it appear that there are any current proceedings by or against the Body Corporate?	No
	If so, particulars are:	N/A

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9.5 Does it appear that there are any improvements on the common property for which the owner of the subject lot(s) is responsible?	Yes
If so, particulars are:	Keep in a tidy condition and not litter

*Division 5—Other matters for general meetings—Act, s 104
 (Section 57 Accommodation Module) (Section 59 Standard Module) (Section 36 Small Schemes Module) (Section 45 Commercial Module)*

Minutes of general meetings

- (1) The body corporate must ensure full and accurate minutes are taken of each general meeting.
- (2) A copy of the minutes must be given to each lot owner within 21 days after the meeting.
- (3) In this section "full and accurate minutes" means minutes including each of the following—
 - (a) the date, time and place of the meeting;
 - (b) the names of persons present and details of the capacity in which they attended the meeting;
 - (c) details of proxies tabled;
 - (d) the words of each motion voted on;
 - (e) for each motion voted on—
 - (i) the number of votes for and against the motion; and
 - (ii) the number of abstentions from voting on the motion;
 - (f) if a committee member is elected at the meeting the number of votes cast for each candidate;
 - (g) the time the meeting closed;
 - (h) the secretary's name and contact address;
 - (i) anything else required under this regulation to be included in the minutes.

10 INCOME TAX		Dictionary	Help
10.1 Does the Body Corporate appear to receive taxable income?	Yes		
What is the source of that income?	Interest on invested funds and fees under Section 205		
Are Income Tax Returns lodged	Yes		

11 GENERAL INFORMATION		Dictionary	Help
11.1 When was the plan registered?	18th August, 2010		
11.2 Who is the Original Owner?	Sample Lakeside Pty Ltd		
11.3 When was the First Annual General Meeting held?	3rd November, 2010		
11.4 Date of last CMS found on file:	11/11/2011		
11.5 Number of Lots in the Plan:	39		
11.6 Number of Units in the Plan:	39		
11.7 Lot Entitlement of the subject Lot:			
Contribution	1/39		
Interest	660/21,550		
11.8 Is there a letting operation?	Yes		
If not, approximate number of tenanted Units:	N/A		

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11.9 State of harmony within the building:	Appears to be all right.
11.10 Does there appear to be a current application for extinguishment of the plan?	No
11.11 When was the Common Property last painted	
Internally	As done by Original Owner.
Externally	As done by Original Owner.
11.12 CLADDING - Queensland Cladding Compliance:	
Part 1	
Has the Body Corporate registered and answered the questions on the combustible cladding checklist?	Yes
Date of compliance - Part 1?	20/3/2019
Does it appear that Part 2 is required?	Unable to ascertain
Part 2 - If required	
Has the Body Corporate informed the current insurer?	Unable to ascertain
Has the Body Corporate engaged a building industry professional to prepare a building industry professional statement?	Unable to ascertain
Date of compliance - Part 2?	Unable to ascertain
Does it appear that Part 3 is required?	Unable to ascertain
Part 3A - If required	
Does it appear that fire engineer has been appointed?	Unable to ascertain
Date of compliance - Part 3(A)?	Unable to ascertain
Part 3B	
Has a fire engineer statement and a copy of the Building Fire Safety Risk Assessment (BFSRA) been provided by the appointed fire engineer?	Unable to ascertain
Date of compliance - Part 3(B)?	Unable to ascertain



12 HISTORY OF DISPUTES

[Dictionary](#)

[Help](#)

12.1 Is there a past history of disputes?

No

12.2 Particulars of any current applications to the Commissioner which directly affect the Body Corporate.

Nil

13 PLUMBING PROBLEMS

[Dictionary](#)

[Help](#)

No evidence of any serious problems from the records inspected.

14 WATER PENETRATION PROBLEMS

[Dictionary](#)

[Help](#)

Committee Meeting 18/9/2014: Water leaks to Units 1, 27 and 39 have been inspected and it is thought these are not related to the windows. Waterproofing quotes are to be obtained to seal the areas.

Committee Meeting 23/6/2016: Meeting noted water ingress to the following areas, North Eastern Windows Units 1, 26, 27 and 39, basement leak near pool pumps from the garden beds above and through the walls which will require 'negative' waterproofing to be installed and balcony splitters to be attached to downpipes. Water ingress issues are continuing to be investigated.

Committee Meeting 19/7/2016: Meeting noted water ingress through a roof leak to Apt 36 during a recent storm.
Year ended July 2018: roof works \$12,372.00.

15 BUILDING DEFECTS AND OTHER MATTERS

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Particulars of matters discovered from the books and records generally which may adversely affect either the Body Corporate or the Subject Lot(s) from the point of view of the Purchaser or Mortgagee, or which otherwise may be of interest to the Purchaser or Mortgagee, are:

Committee Meeting 27/9/2017: Meeting noted the basement works with the QBCC are still under negotiation. See attached Initial Safety Report dated 6/11/2017 prepared by Solutions In Engineering Pty Ltd.

Committee Meeting 25/9/2018: See attached Minutes regarding the Building Manager's Report, ongoing maintenance and works items and approval of motions for the AGM.

A.G.M. 26/11/2018: See attached Minutes regarding accepted budgets and other matters.

Committee Meeting 11/2/2019: See attached Minutes regarding the Building Manager's Report, QBCC Claim, appointment of Solutions In Engineer for cladding, and ongoing maintenance items.

See attached email correspondence dated 20/2/2019 regarding QBCC Case ID #160557.

See attached Queensland Cladding Compliance Report dated 20/3/2019 prepared by Solutions In Engineering Pty Ltd.

See attached Email dated 2/4/2019 Re: QBCC Case 160557 noting the matter is almost resolved



16 HISTORICAL INFORMATION

[Dictionary](#)

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The following historical information concerning the Body Corporate and the strata scheme generally is made available on the basis that it may be of interest to the Purchaser or Mortgagee:

Sighted First Community Management Statement dated 13/8/2010. (Registered under Dealing No. 713407635).

First E.G.M. 1/9/2010: Consented to the assignment of a Contribution Agreement from the Original Owner regarding the Sample at Varsity Lakes to maintain certain land located near the Scheme.

Consented to enter into a Management and Letting Agreement with XXXX Pty Ltd.

Appointed Sample Body Corporate Management as body corporate manager.

Sighted Management and Letting Agreement dated 9/9/2010 with XXXX Pty Ltd for a term of 15 years commencing 7/9/2010 with an option for a further term of 10 years at remuneration of \$42,000.00 for the first term.

Sighted Certificate of Classification No.6282 issued by Gold Coast City Council dated 6/9/2010 showing Classifications as follows: Unit Development - Units - Class 2, Carpark - Class 7a.

Outside Committee Meeting 9/9/2010: Meeting confirmed a correction to the typographical error in the First EGM regarding the Caretaking and Letting Agreement.

Outside Committee Meeting 17/12/2010: Approved expenditure to purchase a BBQ.

Outside Committee Meeting 8/3/2011: Approved expenditure to install television amplifiers .

Outside Committee Meeting 21/4/2011: Approved expenditure to replace the fire pump.

A.G.M. 19/10/2011: Accepted quote of \$19,173.00 to undertake cleaning and sealing of the sandstone pool areas and ground floor patios.

Sighted New Community Management Statement dated 11/11/2011. (Registered under Dealing No. 714158868). (Note: A resolution was not sighted).

Outside Committee Meeting 29/1/2014: Consented to enter into a Deed of Assignment from XXXX Pty Ltd to Agency XXXX Pty Ltd.

Sighted Deed of Assignment dated 29/1/2014 of the Management and Letting Agreement dated 9/9/2010 from XXXX Pty Ltd to Agency XXXX Pty Ltd. Assignment date 31/1/2014.

Year ended July 2015: Building repairs \$6,572.00. Fire equipment works \$10,302.00. Pump works \$3,858.00.

Committee Meeting 19/7/2016: Meeting noted that the QBCC have approved \$35,000.00 worth of repairs, with a further \$25,000.00 still under review (NOTE: Scope of repairs was not sighted).

Year ended July 2016: Building repairs \$3,969.00. Building works \$3,462.00. Tree lopping \$4,850.00. Security system \$3,029.00. Signage \$3,203.00. Tiling \$5,717.00.

Committee Meeting 17/5/2017: The Building Manager advised they are no longer residing within the Manager's unit, but may be contacted via mobile phone. They have engaged contractors to undertake the maintenance duties.

E.G.M. 29/6/2017: Motion to amend By-law to prohibit smoking was ruled OUT OF ORDER.

Year ended July 2017: Building repairs \$5,128.00. Building works \$4,645.00. Garden works \$12,865.00. Lighting works \$5,907.00.

Committee Meeting 27/9/2017: Meeting noted old lights are gradually being replaced with LED fittings.

Year ended July 2018: Building repairs \$5,161.00. Building works \$8,460.00. Garden works \$3,100.00. Lighting works \$8,559.00. Painting \$5,700.00.

August 2018 to April 2019: No evidence of any major or extraordinary expenditure from the records inspected.

NOTE: Expenditure under \$3,000.00 has not been covered in this report.



17 MANAGEMENT RIGHTS

17.1 Is there a:

Caretaking agreement:	No
Letting agreement/authorisation:	No
Combined caretaking and letting agreement:	Yes

17.2 Particulars of the Caretaking agreement are

Date:	N/A
Manager's name:	N/A
Manager's address:	N/A
Term:	N/A
Commencement of term:	N/A
Option:	N/A
Period of option:	N/A
Assigned:	N/A
Name of assignee:	N/A
Address of assignee:	N/A
Date of assignment:	N/A
Assignment authorised by resolution of the Committee or a General Meeting:	N/A

17.3 Particulars of the letting agreement/authorisation are:

Date:	N/A
Manager's name:	N/A
Manager's address:	N/A
Term:	N/A
Commencement of term:	N/A
Option:	N/A
Period of option:	N/A
Assigned:	N/A
Name of assignee:	N/A
Address of assignee:	N/A
Date of assignment:	N/A
Assignment authorised by resolution of the Committee or a General Meeting:	N/A

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COMMUNITY TITLES MANAGEMENT RIGHTS REPORT



17.4 Particulars of the combined caretaking and letting agreement are:

Date:	9th September, 2010
Manager's name:	XXXX Pty Ltd
Manager's address:	Unable to ascertain
Term:	15 years
Commencement of term:	7th September, 2010
Option:	Yes
Period of option:	10 Years
Assigned:	Yes
Name of assignee:	Agency XXXX Pty Ltd
Address of assignee:	Unable to ascertain
Date of assignment:	31st January, 2014
Assignment authorised by resolution of the Committee or a General Meeting:	Yes

17.5 Were the agreements themselves clearly authorised by resolution of the Committee or General Meeting:

Caretaking agreement:	N/A
Letting agreement:::	N/A
Combined caretaking and letting agreement:	Yes

17.6 What remuneration is payable to the manager under the:

Caretaking agreement:	N/A
Letting agreement:::	N/A
Combined caretaking and letting agreement:	\$42,000.00 for the first term

17.7 Were copies of the agreements made available:

Caretaking agreement:	N/A
Letting agreement:::	N/A
Combined caretaking and letting agreement:	Yes

17.8 Does there appear to be an empowering by-law for the:

Caretaking agreement:	N/A
Letting agreement:::	N/A
Combined caretaking and letting agreement:	Yes

17.9 Does it appear that the empowering by-law(s) was recorded before the relevant agreement(s) was entered into?

Yes

Purchasers Strata Inspections Pty Ltd
COMMUNITY TITLES MANAGEMENT RIGHTS REPORT



17.10 If no, when does the by-law appear to have been recorded?	N/A
17.11 Is there an exclusive use or special privilege by-law or special common property/asset authority (eg. occupation authority) in respect of the management rights?	Yes
17.12 If yes, what are the particulars of this by-law or authority?	By-law 33: Management/Letting Unit
17.13 Is there a clear record in the minutes of the by-law having been passed by resolution without dissent or ordinary resolution?	Yes
17.14 Does there appear to be a written consent by the proprietor to the making of the by-law?	Yes
17.15 Is any money payable by the manager under the by-law?	No
17.16 In the case of a special authority, is there a clear record in the minutes of the authority having been granted by resolution of a general meeting or ordinary resolution?	Yes

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QUALIFICATIONS AND EXCLUSIONS

- The information contained in this Report was extracted from the books and records of the Body Corporate and, so far as was possible, from conversations with officers of the Body Corporate. Special procedures were followed to minimise the possibility of records not being made available for inspection. In addition, the information obtained has, where possible, been checked with information obtained from previous inspections. However, your attention is directed to the possibility that all of the Body Corporate records may not have been made available for inspection, or alternatively, that the records may not have contained all of the information of interest to a Purchaser or Mortgagee. Purchasers Strata Inspections Pty. Ltd. will not accept any responsibility in either such events.
- During the course of the inspection no attempt was made to ascertain whether the required accounting and required statements of accounting requirements are being complied with by the Body Corporate. To do this subjective accounting judgements would need to be made and these judgements are best left to qualified accountants. If required a separate report on these matters can be provided.
- The process of property title transfer is a complex area of law. There are many related areas in law which extend well past the scope of this report which concerns itself solely with the requirements set out in the Body Corporate and Community Management Act 1997.
- This Report format was designed by Purchasers Strata Inspections Pty. Ltd., for use by it exclusively and no other person or company has any authority to copy or use such format in whole or in part for any purpose.

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