

Seller disclosure statement

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **Marlene Jennifer Kong**

Property address **20/452 Enoggera Road, Alderley in the State of Queensland**
(referred to as the “property”
in this statement)

Lot on plan description **Lot 20 on SP 277577 bearing title reference 51057939**

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

Yes

No

If Yes, refer to Part 6 of this statement for additional information

If No, please disregard Part 6 of this statement as it does not need to be completed

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property. **Yes**

A copy of the plan of survey registered for the property. **Yes**

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: 01/12/2025 - 29/11/2026 » the amount of rent and bond payable: Rent: \$530.00 per week. Bond: \$2120.00 » whether the lease has an option to renew: No option <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>The following unregistered encumbrances will continue to affect the property after settlement: All such encumbrances implied by the Body Corporate and Community Management Act 1997 and Division 5 of the Land Title Act 1994 for support, utility services and infrastructure, shelter and projections.</p>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 01/12/2025</p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning The zoning of the property is *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):*

DC1 District centre (District)

Transport proposals and resumptions The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. Yes No

The lot is affected by a notice of intention to resume the property or any part of the property. Yes No

If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*. Yes No

The following notices are, or have been, given:

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). Yes No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies). Yes No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies). Yes No

Trees There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. Yes No

If Yes, a copy of the order or application must be given by the seller.

Heritage The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth). Yes No

Flooding Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

Vegetation, habitats and protected plants Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: Date Range:

OR

The property is currently a rates exempt lot.**

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount: Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	<input checked="" type="checkbox"/> Yes	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER

Signed by:

Marlene Jennifer Kong

96DB7EA1103D40B...

Signature of seller

Signature of seller

Marlene Jennifer Kong

Name of seller

Name of seller

27/2/2026

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 51057939	Search Date: 18/02/2026 12:28
Date Title Created: 26/09/2016	Request No: 55105376
Previous Title: 13608096	

ESTATE AND LAND

Estate in Fee Simple

LOT 20 SURVEY PLAN 277577

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 49112

REGISTERED OWNER

Dealing No: 717951056 07/04/2017

MARLENE JENNIFER KONG

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10095184 (POR 422)
2. MORTGAGE No 724338459 11/09/2025 at 15:14
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Drawn : AnV

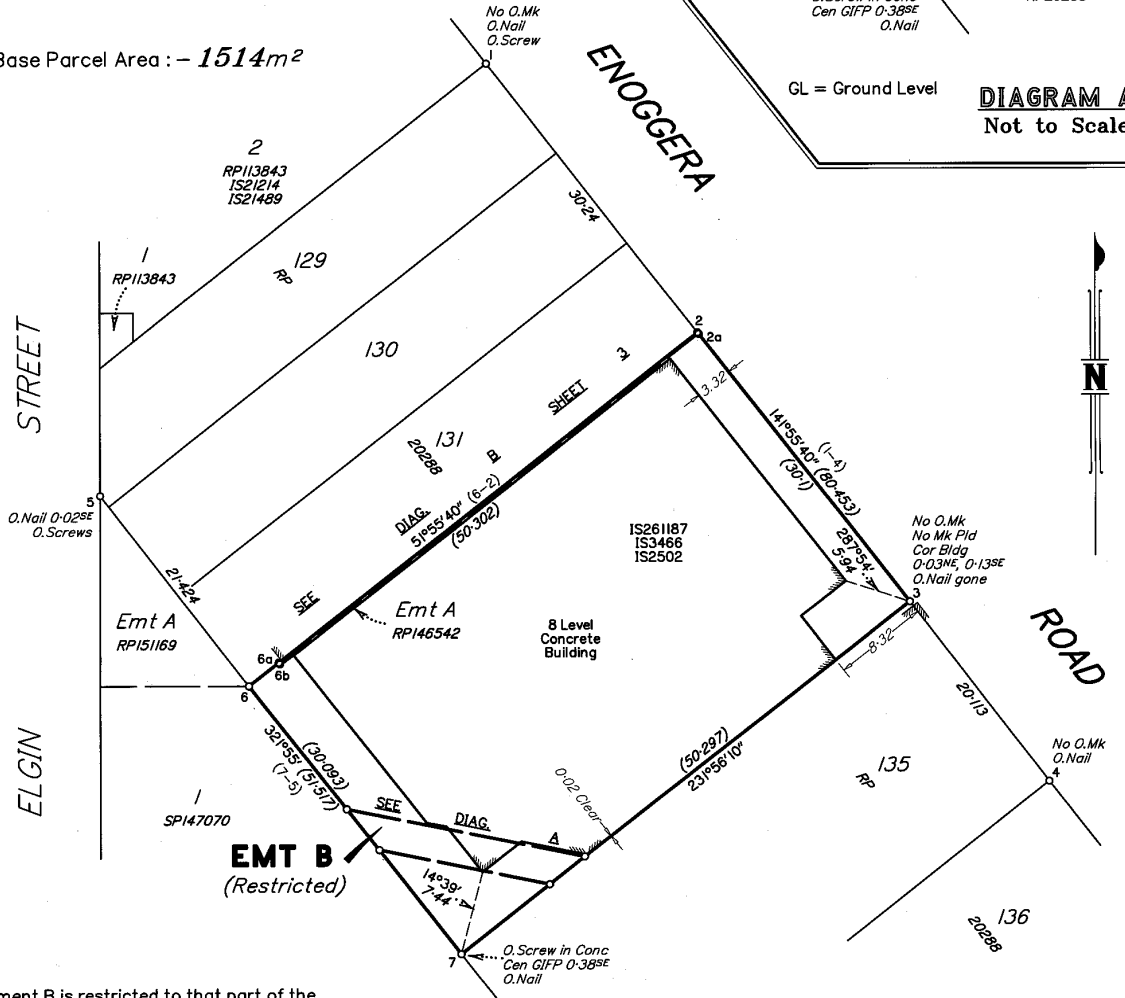
Sheet 1 of 7

Land Title Act 1994; Land Act 1994
Form 21 Version 4

SURVEY PLAN

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Conc	Vide IS261187	137°26'	3.78
	O.Screw in Conc	Vide IS261187	134°21'	7.925
2	O.Nail in Conc gone	Vide IS261187	123°48'	0.16 (New Ref)
2	O.Nail in Br Wall	IS261187	231°55'	1.19 (New Ref)
2	O.Gl Nail in Conc	Vide IS261187	129°08'	11.4 (New Ref)
3	O.Nail in Conc gone	Vide IS261187	346°31'	0.655
3	Nail fd in Br Wall		228°40'	2.64
4	O.Nail in Conc	IS261187	84°30'40"	3.045
5	O.Screw in Conc	RP151169	321°55'	0.979
5	O.Screw in Conc	Vide SP196149	335°40'	9.094
6	O.Nail in Brick Wall	IS261187	52°00'	3.88 (New Ref)
6a	O.Screw in Br Wall	RP146542	321°55'40"	0.036
7	O.Nail in Conc	Vide IS261187	317°31'	16.623

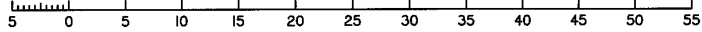
Base Parcel Area : - 1514m²



Easement B is restricted to that part of the land below the underside of Level D structure, RL 34.62m AHD.

Datum for Levels PM 97251 RL 38.48m AHD Derived Located at the corner of Samford & South Pine Roads, ALDERLEY.

Scale 1:400 - Lengths are in Metres.



DTS GROUP QLD PTY LTD (ACN 010 000 843) hereby certify that the land comprised in this plan was surveyed by the corporation, by Amelie Elisa Melanie Cabral, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Anthony John Valentine, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 8/08/2016.

The Common Seal of DTS GROUP QLD PTY LTD
Director
Date: 6.9.16

<p>Plan of Lots 1-47, Common Property and Easement B (Restricted) in Common Property</p> <p>Cancelling Lots 132-134 on RP20288</p>		<p>Scale: 1:400</p> <p>Format: BUILDING</p>
<p>LOCAL GOVERNMENT: BRISBANE CITY</p> <p>LOCALITY: ALDERLEY</p> <p>Meridian: IS261187</p>		<p>State copyright reserved.</p> <p>SP277577</p>
<p>Survey Records: No</p>		

Land Title Act 1994; Land Act 1994
Form 21B Version 1

Sheet 2 of 7

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

717514338

BE 400 NT \$4700.00
15/09/2016 08:51

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We FTTOA PTY LTD A.C.N. 093 572 000

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan.

[Signature]
SOLE DIRECTOR
Signature of *Registered Owners *Lessees

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13608096	Lot 132 on RP20288	3-5, 9-12, 19-22, 29-32 39-42, 47 & CP		
13608096	Lot 133 on RP20288	1-47 & CP		Easement B
12837137	Lot 134 on RP20288	1, 6, 7, 14-17, 24-27, 34-37, 44-46 & CP		Easement B

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
716931984	1-47	

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited
710378899		1, 6, 7, 14-17, 24-27, 34-37, 44-46 & CP

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
601704299	CP

Lease 713401989 to be surrendered prior to lodgement of this plan.

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **Brisbane City Council**

hereby approves this plan in accordance with the:

% **SUSTAINABLE PLANNING ACT 2009**

Dated this 13th day of September, 2016

[Signature] #
Helen Nixon
[Signature] #
Delegate

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number: 49112
Name: 'Locale@Alderley'

4. References :

Dept File:
Local Govt: A00419565
Surveyor: BNE140679

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13608096	Lot 132 on RP20288	3-5, 9-12, 19-22, 29-32 39-42, 47 & CP		
13608096	Lot 133 on RP20288	1-47 & CP		Easement B
12837137	Lot 134 on RP20288	1, 6, 7, 14-17, 24-27, 34-37, 44-46 & CP		Easement B

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
716931984	1-47	

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited
710378899		1, 6, 7, 14-17, 24-27, 34-37, 44-46 & CP

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
601704299	CP

Lease 713401989 to be surrendered prior to lodgement of this plan.

Date of Development Approval - 21/05/2015

9. Building Format Plans only.

I certify that:
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
* ~~Part of the building shown on this plan encroaches onto adjoining lots and road~~
[Signature] 6.9.16
Cadastral Surveyor/Director * Date
* delete words not required

10. Lodgement Fees :

Survey Deposit \$
Lodgement \$
.....New Titles \$
Photocopy \$
Postage \$
TOTAL \$

7. Orig Grant Allocation :

8. Passed & Endorsed :
By: **DTS GROUP QLD PTY LTD**
ACN 010 000 843
Date: 6.9.16
Signed: *[Signature]*
Designation: **CADASTRAL SURVEYOR**

11. Insert Plan Number **SP277577**

Reinstatement Report

Original Plans Searched: IS261187, SPI99967, SPI96149, SPI80172, RP857913, IS21214, IS21489, RP146542, RP151169, RP143915, RP113843, RP99436, IS3466, IS2502, RP20288.

- IS261187 provided a reinstatement solution for the subject properties to accommodate the positioning of this development. It was understood that the position of the new building was established by others using this plan.
- IS261187 was examined and adopted in this reinstatement to an extent. Original corner and reference marks shown on IS261187 were used to establish the datum and meridian for the survey. The alignment of Enoggera Road, the southern and the western boundaries were in agreement with the approach of the plan. The southern boundary between stations 3-7 was adopted with good correlation to IS261187.
- RP146542 created Easement A in Lot 132 on RP20288 to benefit Lot 131 on RP20288 as a result of a building encroachment identified and surveyed. This encroachment, original corner and original reference marks at stations 6a & 6b were observed. The alignment of the brick building was measured to confirm the occupation.
- Given the result of the observations above and the location of improvements on the subject properties, the northern boundary of the site (stations 2-6) was reinstated using the original monuments and building line shown on RP146542.
- Whilst this approach resulted in shortage to original of approximately 0.08m between stations 2-3 & 6-7, the combination of reinstatement methodologies using IS261187 & RP146542 was deemed to be appropriate given the improvements and occupation existing in the immediate area.

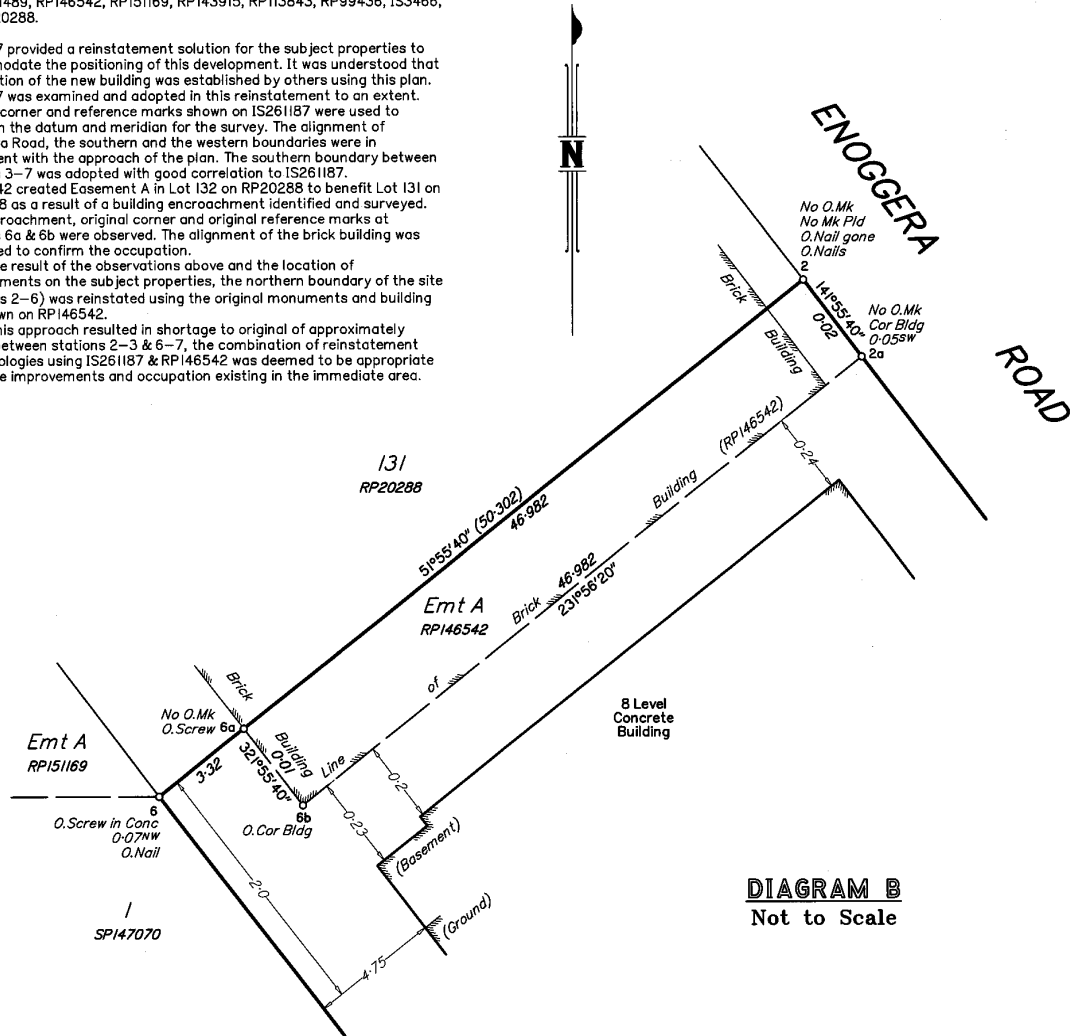
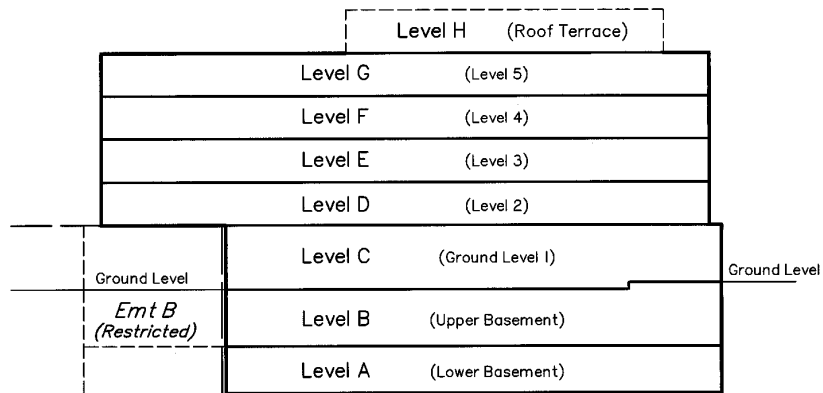
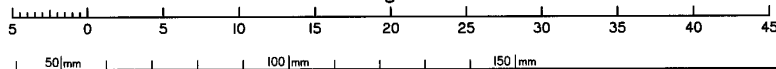


DIAGRAM B
Not to Scale

LATERAL ASPECT
From the South East
Scale 1:300



Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP277577**

B14067981.DWG

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet of
4 7

Common
Property

Common
Property

Common
Property

Emt B

LEVEL A
Scale 1:200

Common
Property

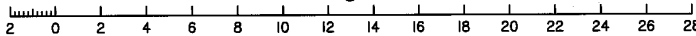
Common
Property

Common
Property

Emt B

LEVEL B
Scale 1:200

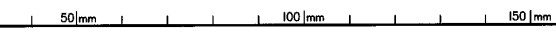
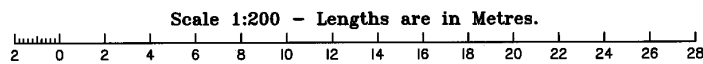
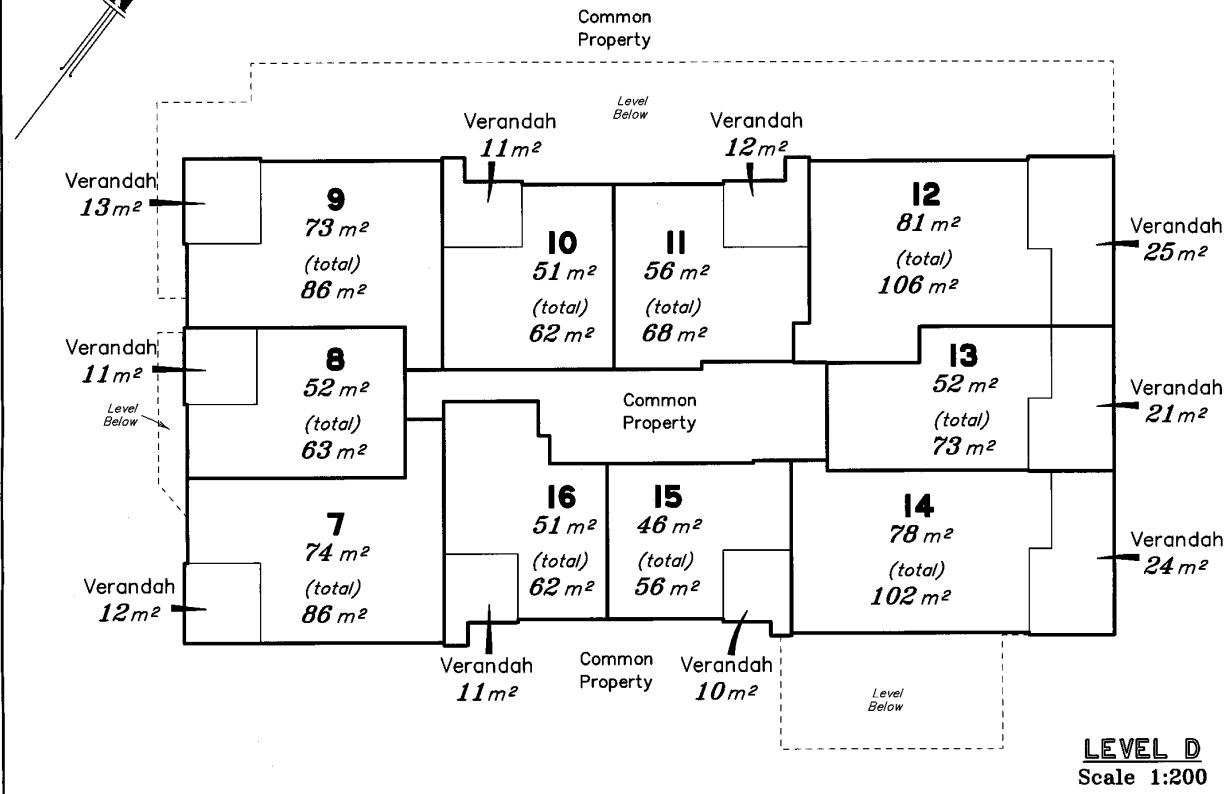
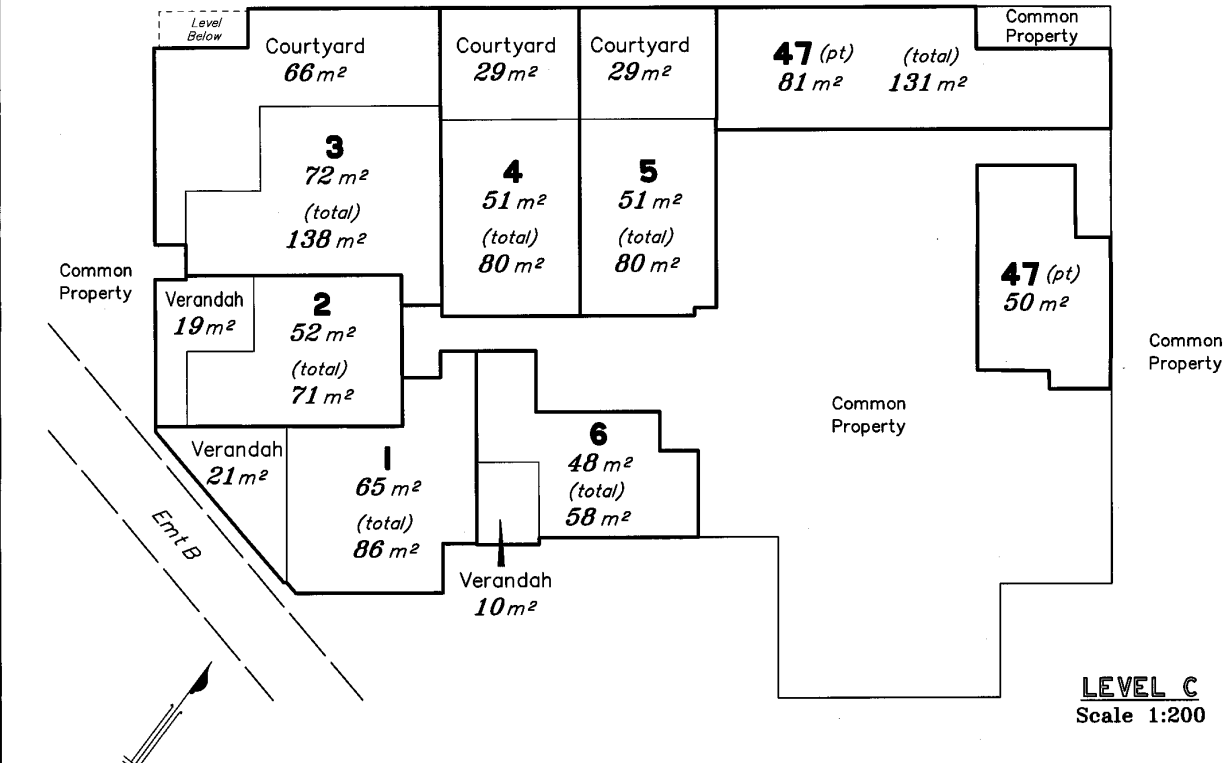
Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP277577**

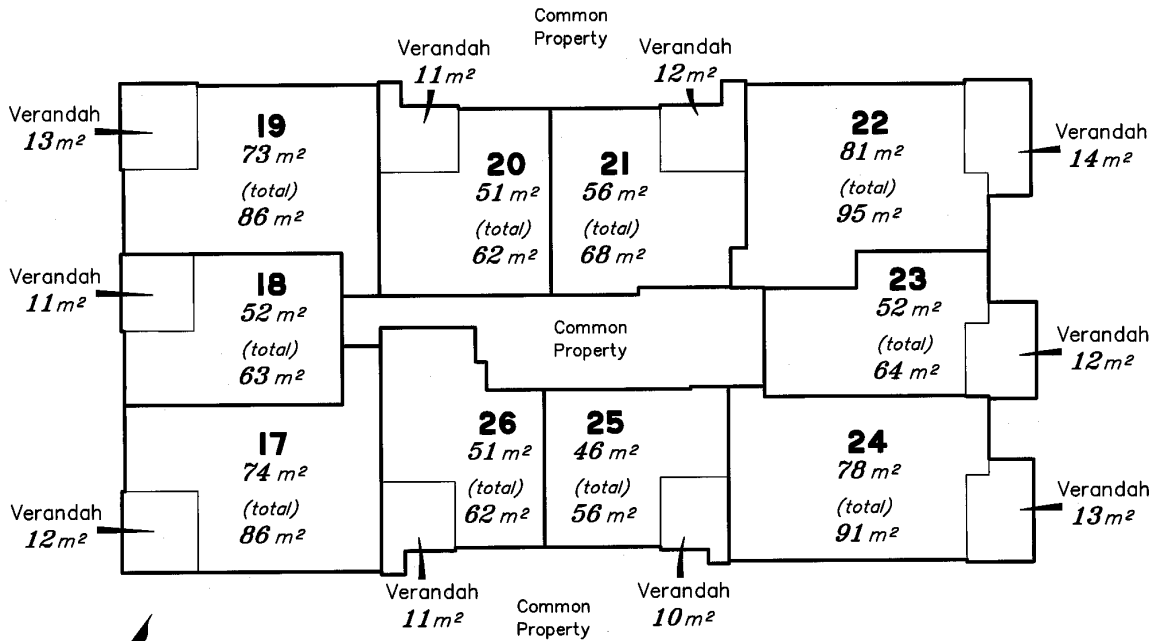
B14067981.DWG



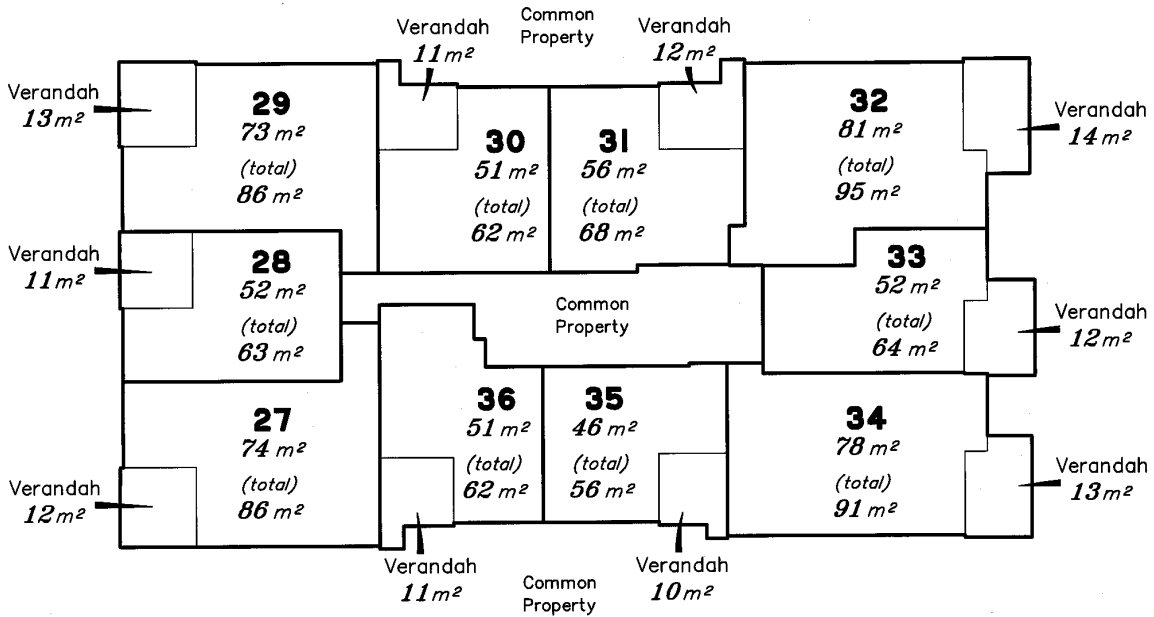
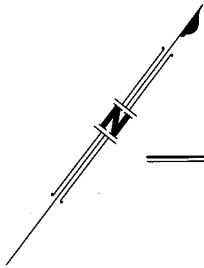
State copyright reserved.

Insert Plan Number **SP277577**

B1-4067981.DWG

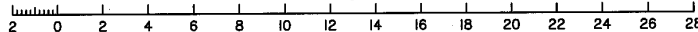


LEVEL E
Scale 1:200



LEVEL F
Scale 1:200

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP277577**

B14067981.DWG

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy information

Item 1

1.1 Lessor

Name/trading name	M. Kong
-------------------	---------

Address

Care of Waves Property Management, Body Corporate Box, 452-454 Enoggera Road		
Alderley	Qld	Postcode 4051

1.2 Phone	Mobile	ABN (optional)
	0407 921828	

Email	manager@livelocale.com.au
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Note - Item 1.2 is optional.

Item 2

2.1 Tenant/s

1. Full name/s	Codi Redmond		
Phone	0451 080546	Email	codiredmond@gmail.com
Emergency contact full name/s	Kalim Ennis		
Emergency contact phone	0451 161520		
Emergency contact email	kalimennis00@gmail.com		

2. Full name/s	Kalim Ennis		
Phone	0451 161520	Email	kalimennis00@gmail.com
Emergency contact full name/s	Codi Redmond		
Emergency contact phone	0451 080546		
Emergency contact email	codiredmond@gmail.com		

3. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 2.2 is optional. See clause 48(4).

Item 3

3.1 Lessor's agent If applicable.

Full name/trading name	Waves Property Management Pty Ltd
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Address

Body Corporate Box		
452 Enoggera Rd	Alderley	Postcode 4051

3.2 Phone	Mobile	ABN (optional)
0407 921828	0407921828	

Email	manager@livelocale.com.au
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Note: Item 3.2 is optional.



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes No

Text Message Yes No Facsimile Yes No

4.2 Tenant/s

Email Yes No

Text Message Yes No Facsimile Yes No

4.3 Agent

Email Yes No

Text Message Yes No Facsimile Yes No

Item 5 5.1 Address of the rental premises

Apartment 20, 452 - 454 Enoggera Road
 Alderley Qld Postcode 4051

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

Dishwasher

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 01 / 12 / 2025 **6.3 Ending on** 29 / 11 / 2026

See clause 4(2) Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 7 Rent \$ 530 per weekly fortnightly monthly See clause 8(1)

Item 8 8 Rent must be paid on the due day of each week
 Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 Interbank transfer, electronic payment, cash at Suncorp Bank
 Method 2

Details for direct credit

BSB no. 484799 Bank/building society/credit union Suncorp Bank
 Account no. 071582577 Account name Waves Property Management Pty Ltd
 Payment reference U20 Redmond Ennis



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

Locale Apartments trust account, as per Item 9 above

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

01 / 12 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 2120 See clause 13

Item 13 13.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity Yes No Any other service that a tenant must pay Yes No
 Gas Yes No Type Internet See special terms (page 12)
 Phone Yes No

13.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity	<input type="text"/>	Any other service stated in item 13.1	<input type="text"/>
Gas	<input type="text"/>	See special terms (page 12)	
Phone	100%		

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity On tenant's account
 Gas
 Phone On tenant's account
 Any other service stated in item 13.1 See special terms (page 12) On tenant's account

Item 16 Number of persons allowed to reside at the premises 2 See clause 22

Item 17 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 Yes No

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs	Contact manager	Phone	0407 921828
Plumbing repairs	Contact manager	Phone	0407 921828
Other repairs	Contact manager	Phone	0407 921828

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes
 No - please provide lessor contact details below
 Name Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

Type Number Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act. *Examples* for subclause (7) –
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in item 1 or 2
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in item 2 –
 - (a) holds their interest in the tenancy –
 - (i) if a special term states the tenants are joint tenants—as a joint tenant; or
 - (ii) otherwise—as a tenant in common; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3). *Note* – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* – Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement – in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the rental bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge for the premises.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in item 13.1; and
- either -
 - the premises are individually metered for the service; or
 - Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- item 15 states how the charge may be recovered by the lessor from the tenant.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
- a meter reading for the premises recorded in a condition report; and
 - a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

- (10) In this clause -
- water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.**

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
- that are part of a body corporate scheme; and
 - for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- This clause applies if—
 - the tenant attaches a fixture, or makes a structural change, to the premises; and
 - the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may –
 - take action for a breach of a term of this agreement; or
 - waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that –
 - secures an entry to the premises; or
 - secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - is part of the premises.
- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
 - the other party agrees to not being given the key; or
 - the tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- The lessor's nominated repairer for emergency repairs of a particular type must be stated either –
 - in item 18; or
 - in a notice given by the lessor to the tenant.
- The notice must state –
 - the name and telephone number of the nominated repairer; and
 - whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- This clause does not apply if –
 - the lessor has given the tenant a telephone number of the lessor; and
 - the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- If the premises need routine repairs, the notice must be given to the lessor.
- If the premises need emergency repairs, the notice must be given to the lessor if –
 - there is no nominated repairer for the repairs; or
 - a nominated repairer for the repairs is not the tenant's first point of contact; or
 - a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—
 - the repairer is the tenant's first point of contact; or
 - the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
 - the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- However, the tenant may keep a working dog at the premises without the lessor's approval.
- The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes –

- If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - For additional approvals to keep a pet at the premises see clause 36.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
- the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - a change in the lessor or lessor's agent;
 - for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

- The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
- Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- The lessor must respond to the tenant's request within 14 days after receiving the request.

- The lessor's response to the request must be in writing and state –
 - whether the lessor approves or refuses the tenant's request; and
 - if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
 - if the lessor refuses the tenant's request –
 - the grounds for the refusal; and
 - the reasons the lessor believes the grounds for the refusal apply to the request.
- The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - keeping the pet would contravene a law;
 - keeping the pet would contravene a body corporate by-law applying to the premises;
 - if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
 - the animal stated in the request is not a pet as defined in section 184A;
 - another ground prescribed by a regulation under section 184E(1)(j).
- The lessor is taken to approve the keeping of the pet at the premises if –
 - the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant under clause 36(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- the lessor agrees in writing to the transfer or subletting; or
 - the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
- the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises is given under the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note* – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
- the tenant dies.
- Note* – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
- Note* – For the approved form for the condition report, see the information statement.
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable* – when the tenant returns the keys to the premises to the lessor or the lessor's agent
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- sign the copy; and
 - if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Annexure A

ADDITIONAL SPECIAL TERMS

55. No Smoking

The tenant agrees not to allow any person to smoke inside the premises at any time.

56. Picture Hanging

The tenant must not use hooks or cause any damage to walls. 3M adhesive hooks are acceptable, but the tenant is responsible for damage.

57. No Nuisance

The tenant must not create a nuisance to neighbours by way of noise, bad language or other inappropriate behaviour. This tenancy may be terminated by the lessor for breaches of this nature.

58. Tenant Responsible for Incidental Items

The tenant is responsible for the costs associated with providing replacement light bulbs, fluorescent light bulbs, starters and tubes, batteries, and any other incidental items during the tenancy.

59. Reasonable Re-letting Costs when Tenancy Agreement is terminated early

Pursuant to clause 50(b) above, the 'reasonable re-letting costs' payable will be equal to 1 weeks rent plus GST, plus reasonable advertising costs. This is in addition to the requirements of clause 50(a).

60. Insurance Policies

(a) The tenant understands that the insuring of their belongings is the responsibility of the tenant, including belongings in the carpark area.

(b) The tenant must not do anything that may affect the lessor's right to make insurance claims or cause an increase in policy premiums under any insurance policies in place for the premises.

(c) The lessor may claim from the tenant any increase in premium, excess on claim or other costs and expenses incurred by the lessor as a direct or indirect result of the acts or omissions of the tenant in breach of this agreement or the tenants obligations under the Residential Tenancies and Rooming Accommodation Act 2008.

61. Indemnity

The lessor will not be liable for a loss, damage or injury to the tenant, the tenant's possessions or any person on the premises unless caused by the negligence of the lessor or the lessor's agent, or resulting from a breach of the lessor's obligations under the Residential Tenancies and Rooming Accommodation Act 2008.

62. Notification of Maintenance Matters

The tenant agrees to notify the lessor promptly of any matters requiring repair or maintenance during the tenancy.

63. Requirement for Ventilation

The tenant accepts responsibility for ventilating and cleaning the premises adequately following use of the shower or dryer, so as to prevent mould. If the tenant causes the mould they are responsible for cleaning it and paying for any damage caused.

64. Joint Tenants

Each tenant named in this agreement holds their interest in the tenancy as a joint tenant. Each tenant is jointly and severally liable for all obligations under this tenancy.

65. Acknowledgement of Understanding

The tenant/s warrants that they have read and understood the nature and effect of this tenancy agreement and its annexures, and accept all conditions contained therein.

INITIALS

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SCHEDULE C	BY-LAWS
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IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1 Interpretation

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997(as amended)*;

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the common property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 32, by the Caretaker;

"Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"Original Owner" means FTTOA Pty Ltd ACN 093572000 as trustee for the JMS Trust together with its successors and assigns;

"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Retail Lot" means Lot 47 on SP277577;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Locale@Alderley Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

- 2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using common property.
- 2.2 Subject to clause 2.4, an owner must ensure:
- 2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;
- 2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- 2.2.3 No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and
- 2.2.4 Any Invitee departing the Lot after 11.00 pm leaves quietly.
- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

3 Acoustics

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-
- 3.1.1 remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
- 3.1.2 interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-
- 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
- 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
- 3.2.3 any common property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;
- 3.2.4 the owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation or removal;
- 3.2.5 the owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;

Title Reference

- 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
- 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
- 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
- 3.2.9 hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

4 Behaviour of invitees

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using common property.
- 4.2 A Member must not, without the Body Corporate's written approval:
 - 4.2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the common property; or
 - 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the common property.

5 Auction Sales

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

6 Vehicles

Save where a by-law made pursuant to Section 171 of the Act authorises him so to do, a Member shall not park or stand any motor vehicle or other vehicle upon common property except with the consent in writing of the Body Corporate. Vehicles must be driven at a safe speed and in a safe manner.

7 Use of Car Park

- 7.1 Any motor vehicle or other vehicle on the car parking areas in the common property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spilt oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2 The car parking areas in the common property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.
- 7.4 A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 7.5 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the common property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.
- 7.6 The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

8 Obstruction

A Member shall not obstruct lawful use of common property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the common property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

9 Structural Alterations and Additions

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

10 No additions Car parking Area

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

11 No Erections on Lot or Common Property

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the approval in writing of the Body Corporate.

12 Windows

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

13 Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

14 Appearance of building

Subject to by-law 17, a Member shall not except with the consent in writing of the body corporate, hang any article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

15 Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

16 Rules for Signs

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

17 Specific Signage

17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the common property

- 17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.
- 17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements;
- 17.4 It is acknowledged that the owners or occupiers of the Retail Lot may conduct a business within the Scheme. The owners or occupiers of the Retail Lot will not cause any sign, advertisement or hoarding to be placed on or in the Retail Lot, the Building and/or the Common Property without the prior consent of the Committee, such consent not to be unreasonably withheld if such sign, advertisement or hoarding is incidental to the class of business being carried on at the Retail Lot, strictly complies with the by-laws of the local authority and conforms with any rules made by the Committee under by-law 16.

18 Damage to gardens, etc. on common property

A Member shall not:-

- 18.1 damage any garden, tree, shrub, plant or flower being part of or situated upon common property; or
- 18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the common property.

19 Damage to common property

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

20 Depositing rubbish etc. on common property

A Member shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

21 Garbage

A Member shall:-

- 21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his common property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage;
- 21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

22 Keeping of Animals

- 22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot without the prior approval of the Committee as long as such animal will not be greater than 10 kilograms in weight when fully grown. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. To remove any doubt, the Committee will not approve the keeping of an animal which is or will be when fully grown greater than 10 kilograms in weight.
- 22.2 For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.
- 22.3 By-law 22.1 is subject to the following conditions:-

- 22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
- 22.3.2 The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.
- 22.3.3 The animal must be properly restrained or controlled at all times
- 22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
- 22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

23 Keeping Lots Clean

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

24 Maintenance of Outdoor Areas of Lots

- 24.1 The Body Corporate will maintain all landscaped areas and gardens in the Scheme save and except that such area forms part of a Member's Lot or an exclusive use area allocated to a Member's Lot. The Body Corporate has the power to engage the Manager to maintain any exclusive use area or landscaped area and garden which forms part of the Lot, at the cost and expense of the Lot Owner who shall be liable for the actual cost of that service. Any garden, balcony and/or patio must be maintained to the same standard as the common property.
- 24.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

25 Washing Motor Vehicles

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

26 Not to Litter

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

27 Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28 Not to use Chemicals

A Member shall not use or store upon this Lot or upon the common property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

29 Doors and Windows to be Fastened

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

30 Security System

- 30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry of the Land.
- 30.4 If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6 A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

31 Storage Areas and Common Toilets

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by it on such terms and conditions as the Body Corporate thinks fit.

32 Use of Lots

- 32.1 If:
- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
 - (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.
- 32.2 If there is a Caretaker for the scheme, then the Caretaker may from time to time notify the Body Corporate that a particular lot is the Caretaker's Unit.
- (1) At any one time there may only be one Caretaker's Unit.
 - (2) The Caretaker's Unit may be any lot in the scheme, provided that:
 - (a) it is owned by the Caretaker or an Associate of the Caretaker; and
 - (b) the Caretaker has the right to use and occupy the Caretaker's Unit.
 - (3) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.

Title Reference

- 32.3 Units may only be used for residential purposes, except for the Caretaker's Unit and the Retail Lot.
- 32.4 The Caretaker's Unit may be used for either or both of:
- (1) Residential purposes; and
 - (2) The business/s of the Caretaker.
- 32.5 Without the prior express written consent of the Caretaker, no part of the scheme land may be used by any person for the purpose of obstructing, interfering with or conducting a business from the scheme land which competes with, the:
- (1) Caretaker performing duties for, or providing services to:
 - (a) the Body Corporate; or
 - (b) any owner and/or occupier; or
 - (2) Business/s of the Caretaker.
- 32.6 The Retail Lot may be used for any retail or commercial purpose as the owner of the Retail Lot may determine provided however that the Retail Lot may not be used as a real estate agency nor for any purpose that involves letting of lots in the Scheme.
- 32.7 All lots in the Scheme (save and except the Retail Lot) may only be used for residential purposes.

33 Retail Lot

- 33.1 The owners or occupiers of the Retail Lot must maintain in good repair and condition at all times the Retail Lot and any areas allocated to the exclusive use of the Retail Lot. Without limiting the generality of this by-law, the owners or occupiers of the Retail Lot must clean the Retail Lot and any areas allocated to the exclusive use of the Retail Lot on a daily basis.
- 33.2 The owners or occupiers of the Retail Lot must maintain at all times public liability insurance in respect of the Retail Lot and any areas attached to the exclusive use of the Retail Lot on a comprehensive basis with limits of not less than \$10,000,000.00 per occurrence or such higher limits as the Body Corporate reasonably requires from time to time.
- 33.3 The owners or occupiers of the Retail Lot must redecorate the Retail Lot when reasonably necessary by the treating all internal surfaces by painting, staining, polishing or otherwise to a specification approved by the Body Corporate and replacing all floor coverings at least once in every period of 5 years which are worn or damaged and in need replacement.
- 33.4 Notwithstanding any other by-law of the Retail Lot, the owners or occupiers acknowledges that the Retail Lot may be connected to services including as, electricity or hot water separately to the rest of the Scheme and that it shall not make any objection in that regard.

34 Notice of Defects

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

35 Rights of Committee to Inspect Lots

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

36 Costs

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

- 36.1 the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;
- 36.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

37 Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

38 Observation of Duty

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

39 Supply of Services

- 39.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:
- 39.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme; and
 - 39.1.2 As an on-supplier:
 - 39.1.2.1 purchase the Services from a primary supplier; and
 - 39.1.2.2 on-supply the Services to
 - 39.1.2.2.1 the Body Corporate for the Scheme; and/or
 - 39.1.2.2.2 Members of Lots in the Scheme
 (collectively called "Receivers").
- 39.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
- 39.2.1 the supply of Services to the Body Corporate by primary supplier;
 - 39.2.2 the on-supply of the Services to Receivers;
 - 39.2.3 service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 39.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.

- 39.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
- 39.5 If the Body Corporate operates and maintains a System under this by-law, it may:
- 39.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
 - 39.5.1.1 supply;
 - 39.5.1.2 installation and connection to the system;
 - 39.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - 39.5.1.4 disconnection and reconnection fees;
 - 39.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;
 - 39.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
 - 39.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
 - 39.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
 - 39.5.4.1 recover any unpaid amount as a liquidated debt;
 - 39.5.4.2 recover interest on any unpaid account;
 - 39.5.4.3 disconnect the supply of the Service to the relevant Receiver;
 - 39.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;
 - 39.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.
 - 39.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
 - 39.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.
 - 39.5.7 Each Member must:
 - 39.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;
 - 39.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;
 - 39.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.

Title Reference

- 39.5.8 Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

40 Pay Television

The Body Corporate will allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

41 Use of Services

41.1 All Members must:

- 41.1.1 observe all Requirements in the use of the Services;
- 41.1.2 not use the Services for any purposes other than the purposes for which they were constructed;
- 41.1.3 not overload any Services or Service Infrastructure; and
- 41.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use.

42 Communication Equipment

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

- 42.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- 42.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

43 Air Conditioning

- 43.1 An owner or occupier shall be responsible for maintaining any air conditioning equipment servicing its Lot. An owner or occupier may with the Body Corporate's prior written consent install and maintain air conditioning equipment to service an owner or occupier's lot which shall be on such parts of the common property for the Scheme as approved by the Body Corporate. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.
- 43.2 The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

44 Contractors

No Member will give any directions or instructions to Body Corporate contractors.

44 Exclusive Use Allocations**(A) Car parks**

- 44.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a car parking space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan "A".
- 44.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a car space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but

not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).

- 44.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 44.4.1 must only use the exclusive use area for the purposes for which they are designed;
- 44.4.2 must not create a nuisance;
- 44.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
- 44.4.4 may not enclose the area without the prior written consent of the Committee.
- 44.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 44.6 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

(B) Storage

- 44.7 Owners of some Lots are granted the exclusive use of a storage unit which is part of the Common Property and is identified by the plan contained in Schedule "E" on the following conditions:
- (a) the Owner shall not construct any structure in their storage unit without the consent of the Body Corporate;
- (b) Owners are responsible for keeping their storage unit in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;
- (c) Owners acknowledge that Services for the Building may run through and across the storage unit and Owners must allow the Caretaker and any service contractors appointed by the Body Corporate access to the storage unit for the purpose of maintaining, repairing or replacing the Services.
- (d) Each Owner of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment, subject to any rights of access required to that exclusive use, for themselves and their licensees of the respective storage unit areas as identified on the Exclusive Use Plan attached.
- 44.8 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a storage unit which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.9 An Owner to whom an allocation is made or authorisation is granted pursuant to this by-law must:
- (a) use the same only for the purpose of storage unit area;
- (b) not use the same so as to create a nuisance to other Owners; and
- (c) allow a representative of the Body Corporate to enter onto the Lot at any time for the purpose of maintaining the storage unit area.

45 Occupation Rights - Caretaker/Letting Agent

- 45.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-
- 45.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
- 45.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
- 45.1.3 the Caretaker will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Letting Agreement in accordance with By-Law 17.

- 45.1.4 the Body Corporate will not allow any person or entity other than the party to such agreements to provide, from the scheme land, any of the services set out in the agreements;
- 45.1.5 the Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to the letting business from within the scheme land and the body corporate (or any of its members individually) must not directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land; and
- 45.1.6 the Body Corporate must not make any part of the Common Property available to any person or entity for the purpose of conducting a letting business.

46 Use of Facilities

Members may use the rooftop terrace and garden and associated equipment and other communal facilities ("**the Facilities**") subject to the following rules which will where applicable apply to all guests or invitees of the Members:-

- 46.1 the Facilities will not be used by guests or invitees unless accompanied by a Member;
- 46.2 children below the age of 13 years will at all times be accompanied by an adult Member exercising effective control over them;
- 46.3 a Member and his guests or invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by any other person;
- 46.4 food, glass, breakable items and pets must not be brought onto the rooftop terrace and garden;
- 46.5 after the Facilities are used, they are to be left in a clean and tidy state and available to the next users (failing which the Member may be levied with a cleaning cost);
- 46.6 the Facilities may not be defaced, damaged or removed;
- 46.7 the Body Corporate or the Manager may operate a reservation system for the Facilities with which the Members will comply;
- 46.8 the Facilities may only be used between the hours determined by the Committee from time to time unless arranged otherwise with the Body Corporate or the Caretaker;

47 Display Unit and Sales Office

- 47.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by-laws, to conduct any auction or sales activity for such lot or lots.
- 47.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:
 - (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
 - (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM**

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "Annexure A". Each of the Lots and the common property in the Scheme may be affected by the following types of statutory easements pursuant to s115M – 115S inclusive of the Land Titles Act 1994 ("LTA"):

- (a) an easement for lateral and subjacent support pursuant to section 115N of the LTA;
- (b) an easement for supplying utility services to the lots and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115O of the LTA;
- (c) an easement in favour of the common property of the Scheme against the lots for supplying utility services to the common property and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115 P of the LTA;
- (d) an easement for shelter pursuant to section 115Q of the LTA;
- (e) an easement for projections pursuant to section 115R of the LTA; and
- (f) an easement for maintenance of the building close to boundary pursuant to section 115S of the LTA.

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

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed	Purpose
Lot 1 on SP277577	A1	Car Park
Lot 2 on SP277577	A2	Car Park
Lot 3 on SP277577	A25	Car Park
Lot 4 on SP277577	A3	Car Park
Lot 5 on SP277577	A4	Car Park
Lot 6 on SP277577	A5	Car Park
Lot 7 on SP277577	A24	Car Park
Lot 8 on SP277577	A6	Car Park
Lot 9 on SP277577	A31	Car Park
Lot 10 on SP277577	A7	Car Park
Lot 11 on SP277577	A8	Car Park
Lot 12 on SP277577	A29	Car Park
Lot 13 on SP277577	A9	Car Park
Lot 14 on SP277577	A27	Car Park
Lot 15 on SP277577	A10	Car Park
Lot 16 on SP277577	A11	Car Park
Lot 17 on SP277577	B22	Car Park
Lot 18 on SP277577	A12	Car Park
Lot 19 on SP277577	B26	Car Park
Lot 20 on SP277577	A13	Car Park
Lot 21 on SP277577	A14	Car Park
Lot 22 on SP277577	B21	Car Park
Lot 23 on SP277577	A15	Car Park
Lot 24 on SP277577	B19	Car Park
Lot 25 on SP277577	A17	Car Park
Lot 26 on SP277577	A18	Car Park
Lot 27 on SP277577	B17	Car Park
Lot 28 on SP277577	A19	Car Park
Lot 29 on SP277577	B25	Car Park

Lot 30 on SP277577	A20	Car Park
Lot 31 on SP277577	A21	Car Park
Lot 32 on SP277577	B24	Car Park
Lot 33 on SP277577	A22	Car Park
Lot 34 on SP277577	B23	Car Park
Lot 35 on SP277577	B1	Car Park
Lot 36 on SP277577	B2	Car Park
Lot 37 on SP277577	B15	Car Park
Lot 38 on SP277577	B3	Car Park
Lot 39 on SP277577	B13	Car Park
Lot 40 on SP277577	B4	Car Park
Lot 41 on SP277577	B5	Car Park
Lot 42 on SP277577	B11	Car Park
Lot 43 on SP277577	B6	Car Park
Lot 44 on SP277577	B9	Car Park
Lot 45 on SP277577	B7	Car Park
Lot 46 on SP277577	B8	Car Park
Lot 47 on SP277577	A16, A23, A26, A28, A30, B10, B12, B14, B16, B18 and B20	Car Parks

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed	Purpose
Lot 1 on SP277577	S8	Storage
Lot 3 on SP277577	S9	Storage
Lot 7 on SP277577	S10	Storage
Lot 9 on SP277577	S4	Storage
Lot 12 on SP277577	S3	Storage
Lot 14 on SP277577	S1	Storage
Lot 17 on SP277577	S15	Storage
Lot 19 on SP277577	S14	Storage
Lot 22 on SP277577	S16	Storage
Lot 24 on SP277577	S17	Storage
Lot 27 on SP277577	S11	Storage

Title Reference

Lot 29 on SP277577	S12	Storage
Lot 32 on SP277577	S18	Storage
Lot 34 on SP277577	S20	Storage
Lot 37 on SP277577	S19	Storage
Lot 39 on SP277577	S13	Storage
Lot 42 on SP277577	S7	Storage
Lot 44 on SP277577	S6	Storage
Lot 47 on SP277577	S5 and S2	Storage

**Annexure A
Service Location Diagram**

**Annexure B
Exclusive Use Plans**

The property lot report shows the zone, neighbourhood plan, overlays and related information that apply to the lot on plan selected.

Property Address

20/454 ENOGGERA RD ALDERLEY 4051

Parcel Details

Lot No and Plan: Lot 20 on SP277577

Full Property Holding:

Lot 20 on SP277577

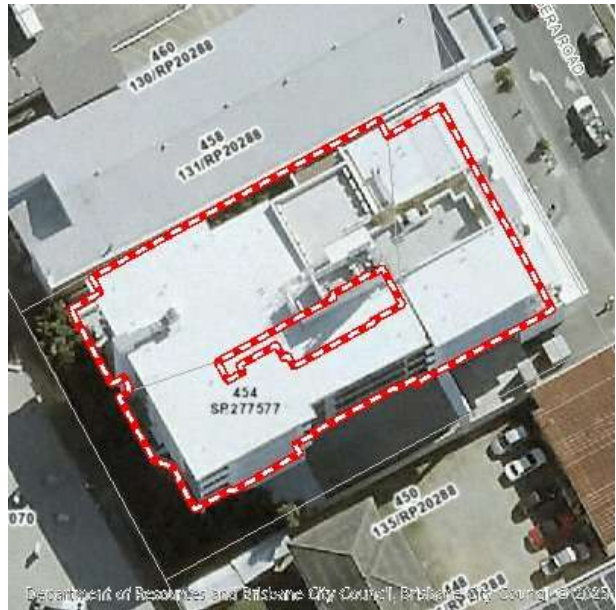
Title Area *: 62 m²

Ward: ENOGGERA

PDF Maps GRID Reference: Map 20

* refer NOTES below

[Open Cityplan.Brisbane.qld.gov.au](http://Open.Cityplan.Brisbane.qld.gov.au)



Zones

Name

DC1 District centre (District)

Description

The purpose of the District centre zone code is to provide for a mix of uses and activities. It includes a concentration of land uses including retail, commercial, residential, offices, administrative and health services, community, small-scale entertainment and recreational facilities capable of servicing a district. Refer to Part 6 in the City Plan 2014 and the Factsheets.

Neighbourhood Plans

Name

Enoggera district neighbourhood plan

Description

Neighbourhood Plans provide detailed guidance for development on sites within a Neighbourhood Plan boundary. Refer to the Enoggera district neighbourhood plan code.

Alderley shopping centre precinct - NPP-001

Alderley shopping centre precinct - NPP-001 of the Enoggera district neighbourhood plan.

Overlays

Name

Airport environs overlay

Description

The Airport environs overlay deals with issues of State Interest. It may also include locally identified issues that relate to airport environments. Refer to Part 8 in the City Plan 2014.

OLS - Horizontal limitation surface boundary

OLS - Horizontal limitation surface boundary sub-categories of the Airport environs overlay.

NOTE: Where development intrudes into an airport's OLS or PANS-OPS, advice from the Civil Aviation Safety Authority should be sought.

Procedures for air navigation surfaces (PANS)

Procedures for air navigation surfaces (PANS) sub-categories of the Airport environs overlay.

NOTE: Where development intrudes into an airport's OLS or PANS-OPS, advice from the Civil Aviation Safety Authority should be sought.

BBS zone - Distance from airport 8-13km

BBS zone - Distance from airport 8-13km sub-categories of the Airport environs overlay.

Name	Description
Bicycle network overlay	<p>The Bicycle network overlay deals with the provision of bikeway infrastructure and facilities to encourage the safe and efficient movement of pedestrians and cyclists through the movement network. Development is governed by the Bicycle network overlay code. Refer to Part 8 in the City Plan 2014.</p> <p>The Bicycle network overlay includes:</p> <ul style="list-style-type: none"> • Primary cycle route sub-category • Secondary cycle route sub-category • Local cycle route sub-category • Riverwalk - Typology 1 (City reaches north and south) sub-category • Riverwalk - Typology 2 (Urban reaches) sub-category • Riverwalk - Floating walkway sub-category
Community purposes network overlay	<p>The Community purposes network overlay implements the policy direction in the Strategic framework with respect to Brisbane's coordinated infrastructure planning and delivery, identifying land within the Community purposes network. Refer to Part 8, Part 10 Other Plans, Part 10.3.1 long term infrastructure plans for the Community Purpose Network in the City Plan 2014 and the Factsheets.</p> <p>The Community purposes network overlay includes the following sub-categories:</p> <ul style="list-style-type: none"> • Existing trunk park sub-category • Existing non-trunk park sub-category • Existing community facilities and land for community facilities sub-category • LGIP planned land for community facilities specific location sub-category • LGIP planned park acquisition specific location sub-category • LGIP planned park upgrade specific location sub-category • LGIP planned park embellishment specific location sub-category • LGIP planned corridor park specific location sub-category • Long term land for community facilities specific location sub-category • Long term park specific location sub-category • Long term corridor park specific location sub-category <p>Refer to the Community purposes network map to see which sub-categories are relevant to specific properties.</p> <p>For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service.</p>
Critical infrastructure and movement network overlay	<p>The Critical infrastructure and movement network overlay identifies critical assets and movement networks. Refer to Part 8 in the City Plan 2014.</p> <p>The Critical infrastructure and movement network overlay includes:</p> <ul style="list-style-type: none"> • Critical assets sub-category • Critical infrastructure and movement planning area sub-category
Critical infrastructure and movement planning area sub-category	<p>Refer to the overlay map to see which sub-categories are relevant to specific properties.</p> <p>Critical infrastructure and movement planning area sub-category of the Critical infrastructure and movement network overlay.</p>

Name	Description
Road hierarchy overlay	<p>The Road hierarchy overlay applies to the existing and future road networks, including state controlled roads. Refer to Part 8 and Part 10 Other Plans, Part 10.3.3 long term infrastructure plans (corridor plan) for the road network in the City Plan 2014 and the Factsheets.</p> <p>The Road hierarchy overlay includes:</p> <ul style="list-style-type: none"> ● Motorways sub-category ● Arterial roads sub-category ● Suburban roads sub-category ● District roads sub-category ● Neighbourhood roads sub-category ● Future motorway sub-category ● Future arterial road sub-category ● Future suburban road sub-category ● Future district road sub-category ● Primary freight routes sub-category ● Primary freight access sub-category <p>Refer to the overlay map to see which sub-categories are relevant to specific properties. NOTE: Land that adjoins land where an overlay sub-category applies, is within the overlay sub-category.</p>
Streetscape hierarchy overlay	<p>The Streetscape hierarchy overlay identifies the various functions of the streetscape network and determines how development is assessed to ensure high quality subtropical streetscape outcomes are achieved. Refer to Part 8 in the City Plan 2014. The Streetscape hierarchy overlay includes:</p> <ul style="list-style-type: none"> ● Subtropical boulevard - in centre verge width 6m sub-category ● Subtropical boulevard - in centre verge width 5m sub-category ● Subtropical boulevard - in centre verge width 3.75m/4.25m sub-category ● Subtropical boulevard - out of centre verge width 6m sub-category ● Subtropical boulevard - out of centre verge width 5m sub-category ● Subtropical boulevard - out of centre verge width 3.75m/4.25m sub-category ● Centre street major sub-category ● Centre street minor sub-category ● Neighbourhood street major subcategory ● Neighbourhood street minor sub-category ● Industrial street sub-category ● Pathway link sub-category ● Corner land dedication sub-category ● Locality street subcategory ● Laneway sub-category ● Wildlife movement solution sub-category <p>Refer to the overlay map to see which sub-categories are relevant to specific properties. NOTE: Land that adjoins land where an overlay sub-category applies, is within the overlay sub-category.</p>
Transport air quality corridor overlay	<p>The Transport air quality corridor overlay identifies properties located on busy roads where residential development and other sensitive land uses are subject to potential impacts of air pollution from vehicle traffic. Development for residential and other sensitive land uses is governed by the Transport air quality corridor overlay code. Refer to Part 8 in the City Plan 2014. The Transport air quality corridor overlay includes:</p> <ul style="list-style-type: none"> ● Transport air quality A sub-category ● Transport air quality B sub-category ● Tunnel ventilation stack sub-category <p>Refer to the overlay map to see which sub-categories are relevant to specific properties.</p>

Name	Description
Transport noise corridor overlay	The Transport noise corridor overlay deals with areas of land identified as being affected by transport noise as established under Chapter 8B of the Building Act 1975. It may include areas of land affected by noise from: <ul style="list-style-type: none"> • State controlled roads (State mapping) • Franchised roads • Local government controlled roads • Railway land (State mapping)
Noise corridor - Brisbane: Queensland Development Code MP4.4 Noise Category 3 sub-category	Queensland Development Code MP4.4 Noise Category 3 sub-category of the Transport noise corridor overlay.
Designated State Noise corridor - rail network: Category 0: Noise level <70 dB(A)	Designated State Noise corridor - rail network: Category 0: Noise level <70 dB(A) of the Transport noise corridor overlay.
Designated State Noise corridor - rail network: Category 1: 70 dB(A) - 75 dB(A)	Designated State Noise corridor - rail network: Category 1: 70 dB(A) - 75 dB(A) of the Transport noise corridor overlay.

Local Government Infrastructure Plan

Name	Description
INCLUDED in Priority Infrastructure Area Note. - some properties may be only partly included in the Priority Infrastructure Area.	The priority infrastructure area identifies the areas that the local government prioritises in order to provide trunk infrastructure for urban development. The purpose of the priority infrastructure area is to align the footprint for development with the plans for trunk infrastructure. LGIP maps are referenced in Part 4 of City Plan 2014. Local Government Infrastructure Plan mapping and support material are in Schedule 3 of City Plan 2014. Refer to Factsheets.
Plans for Trunk Infrastructure (PFTI) PFTI Map Grid Reference Map Grid 152 All networks applicable	All Networks. The Plans for Trunk Infrastructure maps (Schedule 3) have been grouped by map tile. Please also refer to the map indexes relevant to each of the networks: Transport network (pathway network and ferry terminals network) maps; Parks and land for community facilities network maps; Transport network (road network) maps; Stormwater network maps; NOTE: The water supply network and sewerage network related information is now included in Urban Utilities (UU) water netserv plan. Further details can be obtained from UU.

Other Plans

Name	Description
Stormwater network	The Stormwater Code and the Long term infrastructure plans Other plan map for the Stormwater network implements the policy direction in the Strategic framework with respect to a coordinated infrastructure planning and delivery, identifying land within the Stormwater network. Refer to Part 9, Part 10 Other Plans, Part 10.3.2 long term infrastructure plans for the Stormwater network in the City Plan 2014 and the Factsheets. <p>The Long term infrastructure plans Other plan map for the Stormwater network includes the following types of items:</p> <ul style="list-style-type: none"> • Bioretention swale • Land • Natural channel • Pipe (new) • Pipe (relief drainage) • Culvert • Stormwater quality improvement device • Rehabilitation • Backflow prevention device <p>Refer to the Other plan map for Stormwater network to see which items are relevant to specific properties.</p> <p>For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service.</p>

Regard must be had to the *Brisbane City Plan 2014* when interpreting this property report (*this Report*). Some information relating to overlays and neighbourhood plans may not be shown in the Report.

NOTES


- a) Areas shown in this Report are approximate only.
- b) Contour information shown is from Council's 2002 Contour records.
- c) Further information on mining tenements issued under the Mineral Resources Act 1989 can be obtained from the Queensland State Government.
- d) A [Temporary Local Planning Instrument \(TLPI\)](#) may affect a particular property. TLPIs are not identified in this report. Visit the Temporary Local Planning Instrument page at www.Brisbane.qld.gov.au to confirm whether this property is included in a TLPI.
- e) Users of the information recorded in this document (**the Information**) accept all responsibility and risk associated with the use of the Information and acknowledge that regard must be had to the planning scheme provisions in interpreting the Information. Council gives no warranty in relation to the Information (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this Information.

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Local Government Authorities

 LGA boundary

Property boundaries holding

 Property Holding



Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

19 February 2026

LOCALE@ALDERLEY CTS 49112
Registered for GST

ABN: 42 958 454 929

Tax Invoice

Infotrack
PO Box 10314 Adelaide Street
BRISBANE QLD 4001

Ref

Re Lot 20 LOCALE@ALDERLEY CTS 49112

Fee 84.10 Paid

Above Fee includes GST

Please find following your body corporate certificate to assist you meet your seller disclosure requirements. Under the Property Law Regulation 2024 the seller is obligated to provide this 'prescribed certificate' to a buyer before the buyer signs the sales contract.

A purchaser is entitled to make a request to inspect the Body Corporate Records after entering the contract as noted in the body corporate certificate.

Note: If this body corporate certificate is being used to assist with settlement purposes, please note the below payment method for settlement payments only. Do not use this to make payment if at any time an updated certificate is requested.

BSB 067-970
StrataPay Ref 148571493

Biller Code 74625
StrataPay Ref 148571493

Capitol is part of the Bright & Duggan Property Group, any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 19/02/2026

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 – Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

LOCALE@ALDERLEY

CTS No. 49112

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Maree Cathcart**

Company: **Capitol Strata Mgmt (Bris) P/L**

Phone: **1300 551 019**

Email: **enquiries@capitolbca.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **20**

Plan type and number: **SP277577**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

listed in the community management statement

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: **20**
Total contribution schedule lot entitlements for all lots: **1,000**

Interest schedule

Interest schedule lot entitlement for the lot: **19**
Total interest schedule lot entitlements for all lots: **1,000**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **20** for the current financial year: \$ **3,840.00**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 30/11/25	01/09/25	825.00	825.00	29/08/25
01/12/25 to 28/02/26	01/12/25	825.00	825.00	12/01/26
01/03/26 to 31/05/26	01/03/26	1,095.00	1,095.00	
01/06/26 to 31/08/26	01/06/26	1,095.00	1,095.00	
01/09/26****30/11/26	01/09/26	960.00	960.00	
01/12/26****28/02/27	01/12/26	960.00	960.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$1,095.00**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **20** for the current financial year: \$ **800.00**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 30/11/25	01/09/25	310.80	310.80	29/08/25
01/12/25 to 28/02/26	01/12/25	310.80	310.80	12/01/26
01/03/26 to 31/05/26	01/03/26	89.20	89.20	
01/06/26 to 31/08/26	01/06/26	89.20	89.20	
01/09/26****30/11/26	01/09/26	200.00	200.00	
01/12/26****28/02/27	01/12/26	200.00	200.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$89.20**

Special contributions - Administrative Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **Nil**

Special contributions - Sinking Fund (IF ANY)

Date determined: **08/10/25** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **\$23,408.00**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
15/11/25	6,000.00	6,000.00	12/01/26
01/02/26	6,000.00	6,000.00	

Special contributions - Sinking Fund (IF ANY)

Date determined: **08/10/25** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **\$23,408.00**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/26	6,000.00	6,000.00	
01/08/26	5,408.00	5,408.00	
		Amount overdue	\$33.43
		Amount Unpaid including amounts billed not yet due	\$33.43

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/09/25 to 30/11/25	01/09/25	209.00	209.00	29/08/25
Insurance Levy	01/12/25 to 28/02/26	01/12/25	209.00	209.00	12/01/26
Insurance Levy	01/03/26 to 31/05/26	01/03/26	155.80	155.80	
Insurance Levy	01/06/26 to 31/08/26	01/06/26	155.80	155.80	
Insurance Levy	01/09/26 to 30/11/26	01/09/26	182.40	182.40	
Insurance Levy	01/12/26 to 28/02/27	01/12/26	182.40	182.40	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	\$33.43
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,373.43)	\$33.43

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 786,680.84

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU Underwriting Agencies	HU0000018867	18,450,338.00	24,301.02	16/03/26	\$2,000 all claims & as per policy \$10,000 Water damage/Burst pipes/Storm
PUBLIC LIABILITY CHU Underwriting Agencies	HU0000018867	30,000,000.00	Included	16/03/26	
COMMON CONTENTS CHU Underwriting Agencies	HU0000018867	184,504.00	Included	16/03/26	
LOSS OF RENT CHU Underwriting Agencies	HU0000018867	2,767,550.00	Included	16/03/26	
FIDELITY GUARANTEE CHU Underwriting Agencies	HU0000018867	250,000.00	Included	16/03/26	
VOLUNTARY WORKERS CHU Underwriting Agencies	HU0000018867	300,000/3,000	Included	16/03/26	
OFFICE BEARERS CHU Underwriting Agencies	HU0000018867	5,000,000.00	Included	16/03/26	
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0000018867	100,000.00	Included	16/03/26	\$1,000 all claims
CATASTROPHE CHU Underwriting Agencies	HU0000018867	5,535,101.00	Included	16/03/26	
EXT COVER - RENT/TEM CHU Underwriting Agencies	HU0000018867	830,265.00	Included	16/03/26	
ESC IN COST OF TEMP CHU Underwriting Agencies	HU0000018867	276,755.00	Included	16/03/26	
STORAGE/EVACUATION CHU Underwriting Agencies	HU0000018867	276,755.00	Included	16/03/26	
GOVERNMENT AUDIT COS CHU Underwriting Agencies	HU0000018867	25,000.00	Included	16/03/26	
WH&S APPEAL EXPENSES CHU Underwriting Agencies	HU0000018867	100,000.00	Included	16/03/26	
LEGAL EXPENSES CHU Underwriting Agencies	HU0000018867	50,000.00	Included	16/03/26	\$1,000 all claims
LOT OWNERS IMPROVEME CHU Underwriting Agencies	HU0000018867	250,000.00	Included	16/03/26	
FLOOD CHU Underwriting Agencies	HU0000018867	Insured	Included	16/03/26	\$10,000 all claims
COMMISSION CHU Underwriting Agencies	HU0000018867	3,572.86	Included	16/03/26	

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: Waves Property Management Pty Ltd

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: Waves Property Management Pty Ltd

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s Capitol Strata Mgmt (Bris) P/L

Positions/s held Body Corporate Manager

Date 19/02/2026

Signature/s _____



Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

LOCALE@ALDERLEY CTS 49112

452-454 Enoggera Road Alderley Qld 4051

BALANCE SHEET

AS AT 19 FEBRUARY 2026

	ACTUAL 19/02/2026	ACTUAL 31/08/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	18,081.48	6,577.11
Sinking Fund	786,680.84	319,223.04
<u>TOTAL</u>	<u>\$ 804,762.32</u>	<u>\$ 325,800.15</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash On Hand	(15,890.10)	0.00
Cash At Bank	765,749.68	335,832.92
Prepaid Expenses	0.00	2,806.39
Prepaid Insurance	0.00	1,922.80
Levies In Arrears	81,845.07	2,385.18
Other Arrears	3,806.16	1,757.07
Sundry Debtors	419.26	494.26
Secondary Debtors	22,454.73	28,406.23
<u>TOTAL ASSETS</u>	<u>858,384.80</u>	<u>373,604.85</u>
 <u>LIABILITIES</u>		
Gst Clearing A/C	19,021.98	(3,394.43)
Creditors	418.00	5,628.31
Accruals	0.00	3,616.30
Levies In Advance	31,517.50	35,332.52
Other Payments In Advance	2,665.00	6,622.00
<u>TOTAL LIABILITIES</u>	<u>53,622.48</u>	<u>47,804.70</u>
 <u>NET ASSETS</u>	 <u>\$ 804,762.32</u>	 <u>\$ 325,800.15</u>

LOCALE@ALDERLEY CTS 49112

452-454 Enoggera Road Alderley Qld 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 19 FEBRUARY 2026

	ACTUAL 01/09/25-19/02/26	BUDGET 01/09/25-31/08/26	ACTUAL 01/09/24-31/08/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	75,000.00	192,000.00	150,000.00
Insurance Levy	20,000.00	38,400.00	35,527.28
Interest On Overdue Levies	1,887.17	0.00	1,394.08
Debt Collection Fee Recovery	101.82	0.00	0.00
Gst On Income	0.00	(23,040.00)	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	96,988.99	207,360.00	186,921.36
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges (Gst Incl)	133.90	200.00	188.77
Bas Preparation Fee	310.00	1,300.00	1,240.00
Cleaning Supplies	790.65	2,100.00	2,027.09
Community Power	2,526.42	11,500.00	10,818.77
Community Power - Gov. Rebate	(75.00)	0.00	(725.00)
Debt Collection Fees	101.82	0.00	0.00
Fees & Permits	1,208.50	1,000.00	987.89
Fire Protection	3,656.71	4,800.00	4,703.85
Income Tax Returns	778.18	300.00	295.00
Insurance	22,098.60	42,000.00	36,495.99
Insurance-Stamp Duty	1,915.37	3,500.00	3,316.84
R & M - Building General	755.00	4,000.00	316.07
R & M - Doors	0.00	500.00	0.00
R & M - Plumbing	1,260.00	1,000.00	1,000.00
R & M - Grounds Contractor	0.00	1,000.00	604.59
R & M - Lifts	4,575.02	9,000.00	8,405.46
R & M - Electrical	0.00	1,000.00	0.00
Management Fees	3,396.03	8,289.90	8,289.90
Management Fees Additional Svc	1,684.33	3,000.00	3,286.56
Maintenance Co-Ordination	495.00	0.00	0.00
Pest Control	180.00	200.00	180.00
Disbursements	2,146.75	3,200.00	3,150.98
Stratamax License Fee	156.65	376.00	375.96
Resident Manager Contract	36,584.60	110,518.00	107,299.00
Sinking Fund Analysis	0.00	1,063.00	0.00
Telephone	25.18	500.00	486.88
Water Rates	0.00	1,500.00	(360.17)
Workplace Health & Safety	780.91	0.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	85,484.62	211,846.90	192,384.43
<u>SURPLUS / DEFICIT</u>	\$ 11,504.37	\$ (4,486.90)	\$ (5,463.07)
Opening Admin. Balance	6,577.11	6,577.11	12,040.18
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 18,081.48	\$ 2,090.21	\$ 6,577.11

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 19 FEBRUARY 2026

	ACTUAL 01/09/25-19/02/26	BUDGET 01/09/25-31/08/26	ACTUAL 01/09/24-31/08/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	28,254.54	40,000.00	55,581.82
Special Sinking Fund Levy	545,454.54	1,170,395.00	42,727.27
Rental - Vodafone	0.00	18,000.00	35,816.71
Gst On Income	0.00	(111,672.27)	0.00
<u>TOTAL SINKING FUND INCOME</u>	573,709.08	1,116,722.73	134,125.80
<u>EXPENDITURE - SINKING FUND</u>			
Building Repair/Rectification	94,026.12	1,170,395.00	0.00
Fire Equipment	0.00	0.00	9,788.25
Locks	0.00	0.00	1,184.44
Legal Expenses	10,580.00	0.00	2,601.00
Maintenance	595.00	0.00	(5,360.36)
Maintenance - Plumbing	0.00	0.00	4,332.12
Electrical/Lighting	1,050.16	0.00	4,260.00
Project Manager	0.00	0.00	11,500.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	106,251.28	1,170,395.00	28,305.45
<u>SURPLUS / DEFICIT</u>	\$ 467,457.80	\$ (53,672.27)	\$ 105,820.35
Opening Sinking Fund Balance	319,223.04	319,223.04	213,402.69
<u>SINKING FUND BALANCE</u>	\$ 786,680.84	\$ 265,550.77	\$ 319,223.04



Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

LOCALE@ALDERLEY CTS 49112

452-454 Enoggera Road
Alderley Qld 4051

CREDITORS BALANCE REPORT

19 February 2026

<u>Account No</u>	<u>Name</u>	<u>Amount</u>
08206585	Brodie Wood Electrical	-418.00
Total		-418.00

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 30



717514325

\$175.00

15/09/2016 08:44

BE 460

1. Nature of request REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR LOCALE@ALDERLEY COMMUNITY TITLES SCHEME	Lodger (Name, address, E-mail & phone number) K&L GATES LEVEL 16, 66 EAGLE STREET BRISBANE QLD 4000 PHONE: (07) 32331233 REF: 0959075.75049	Lodger Code BE158A
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2. Lot on Plan Description	Title Reference
LOT 132 ON RP 20288	13608096
LOT 133 ON RP 20288	13608096
LOT 134 ON RP 20288	12837137

3. Registered Proprietor/State Lessee
FTTOA PTY LTD ACN 093 572 000

4. Interest
NOT APPLICABLE

5. Applicant
FTTOA PTY LTD ACN 093 572 000

6. Request
I hereby request that: the first community management statement deposited herewith be recorded as the community management statement for the Locale@Alderley Community Titles Scheme and that c/- Capitol Body Corporate 178 Albion Road, Windsor QLD 4060 be the address for service.

7. Execution by applicant

14.9.16
Execution Date

WARREN GRANT DENNY
Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP277577	22	21
Lot 2 on SP277577	20	17
Lot 3 on SP277577	22	21
Lot 4 on SP277577	20	17
Lot 5 on SP277577	20	16
Lot 6 on SP277577	20	17
Lot 7 on SP277577	22	23
Lot 8 on SP277577	20	19
Lot 9 on SP277577	22	23
Lot 10 on SP277577	20	19
Lot 11 on SP277577	21	19
Lot 12 on SP277577	23	23
Lot 13 on SP277577	20	18
Lot 14 on SP277577	23	23
Lot 15 on SP277577	20	18
Lot 16 on SP277577	20	19
Lot 17 on SP277577	22	24
Lot 18 on SP277577	20	19
Lot 19 on SP277577	22	24
Lot 20 on SP277577	20	19
Lot 21 on SP277577	21	19
Lot 22 on SP277577	23	23
Lot 23 on SP277577	20	19
Lot 24 on SP277577	23	23
Lot 25 on SP277577	20	19
Lot 26 on SP277577	20	20
Lot 27 on SP277577	22	24
Lot 28 on SP277577	20	20
Lot 29 on SP277577	22	24
Lot 30 on SP277577	20	20

Lot 31 on SP277577	21	20
Lot 32 on SP277577	23	24
Lot 33 on SP277577	20	19
Lot 34 on SP277577	23	22
Lot 35 on SP277577	20	20
Lot 36 on SP277577	20	20
Lot 37 on SP277577	22	25
Lot 38 on SP277577	20	20
Lot 39 on SP277577	22	25
Lot 40 on SP277577	20	20
Lot 41 on SP277577	21	20
Lot 42 on SP277577	23	24
Lot 43 on SP277577	20	20
Lot 44 on SP277577	23	25
Lot 45 on SP277577	20	20
Lot 46 on SP277577	20	21
Lot 47 on SP277577	32	45
TOTALS	1,000	1,000

1. The Contribution Schedule Lot Entitlements

The relativity principle is the principle that has been used for deciding the contribution schedule lot entitlements for the Lots included in this Scheme.

1(A) As required by Section 46A of the *Body Corporate and Community Management Act 1997*, in applying the relativity principle for the contribution schedule lot entitlements for the scheme regard has been had to the following relevant factors:

- (a) how the community titles scheme is structured;
- (b) the nature, features and characteristics of the lots in the scheme;
- (c) the purpose for which the lots are used
- (d) the impact the lots may have on the costs of maintaining the common property; and
- (e) the market value of the lots.

(B) On the basis of these factors, and applying the relativity principle, it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The contribution schedule lot entitlements for all lots varies between a minimum of 20 out of a total of 1,000 and a maximum of 32 out of a total of 1,000.

The difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs such as bank fees, secretarial fees, audit fees, printing, postage and outlays and that all lots should contribute equally to those body corporate costs. However, the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the body corporate for repair and maintenance of the common property. When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated above impacts on the allocation in the following ways.

(a) Structure of the scheme

The community titles scheme is a basic community titles scheme. The common property facilities (for example: major thoroughfares/corridors and landscaping) are part of the community titles scheme. This factor does not contribute to the differences in the contribution schedule lot entitlements.

(b) Nature features and characteristics of the lots in the scheme

All of the Lots are part of a building on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within the scheme. This includes the external walls, windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following bases:

(i) The external common property that benefits the lot:

The external surface area of the lot, which as part of the common property comprises, amongst other things: the exterior walls which require painting and maintenance, window frames and fittings and glass, screens and louvers, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common property to be maintained by the body corporate and consequently the greater the lot entitlement. Therefore units that have a greater perimeter of external wall have a greater contribution schedule lot entitlement and contribution. For this scheme, the majority of the lots, namely lots 2, 4-6, 8, 10, 13, 15-16, 18, 20, 23, 25-26, 28, 30, 33, 35-36, 38, 40, 43 and 45-46 will have the same impact on costs and therefore the same contribution schedule lot entitlement. Lots 11, 21, 31 and 41 have a slightly greater impact than those lots and they therefore have a slightly greater contribution schedule lot entitlement. Then, Lots 1, 3, 7, 9, 17, 19, 27, 29, 37 and 39 have a slightly greater impact again than those lots and they therefore have a slightly greater contribution schedule lot entitlement. Lots 12, 14, 22, 24, 32, 34, 42, and 44 do however have a greater impact than all of the other residential lots, and they therefore have a slightly greater contribution schedule lot entitlement than all of the other residential lots.

Lot 47 is a lot intended for use for commercial purposes and it is significantly greater in area and external common property than all of the residential lots. Accordingly, Lot 47 has a greater contribution schedule lot entitlement than the residential lots.

(ii) The internal common property that benefits that lot

The internal common property comprises, amongst other things, utility infrastructure, pipes and electrical wiring. These all require maintenance and replacement. Therefore units that enjoy a great amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater lot entitlement and contribution. For this scheme, the majority of the lots, namely lots 2, 4-6, 8, 10, 13, 15-16, 18, 20, 23, 25-26, 28, 30, 33, 35-36, 38, 40, 43 and 45-46 will have the same impact on costs and therefore the same contribution schedule lot entitlement. Lots 11, 21, 31 and 41 have a slightly greater impact than those lots and they therefore have a slightly greater contribution schedule lot entitlement. Then, Lots 1, 3, 7, 9, 17, 19, 27, 29, 37 and 39 have a slightly greater impact again than those lots and they therefore have a slightly greater contribution schedule lot entitlement. Lots 12, 14, 22, 24, 32, 34, 42, and 44 do however have a greater impact than all of the other residential lots, and they therefore have a slightly greater contribution schedule lot entitlement than all of the other residential lots.

Lot 47 is a lot intended for use for commercial purposes and it is significantly greater in area and external common property than all of the residential lots. Accordingly, Lot 47 has a greater contribution schedule lot entitlement than the residential lots.

(c) The purpose for which lots are used

All of the Lots, with the exception of Lot 47 are to be used for residential purposes and this factor does not contribute in any way to the differences in the contribution schedule lot entitlements between the residential lots. However, Lot 47 is to be used for commercial purposes and that usage will likely impact the effect on common property having regard to the usage of some of the common property and infrastructure and this has been taken into account when determining the contribution schedule lot entitlement for Lot 47.

(d) The impact the lots may have on the costs of maintaining the common property

The details referred to under paragraph (b) above are also relevant to consideration of matters relating to this factor. The number of potential occupants in a lot may also have an impact on the cost of maintaining those parts of the common

property that are subject to wear and tear by residents. That has not been given any consideration in determining the differences in lot entitlements for the residential lots in this scheme, however it has been given some consideration when determining the contribution schedule lot entitlement for Lot 47, which is to be used for commercial purposes.

(e) The market value of the lots

The market value of the lots in this scheme are different, however the differences in market value is attributable, in the main, to the matters referred to in paragraph (b) above. As those matters have already been taken into account when considering other factors, this factor does not contribute in any way to the differences in the contribution schedule lot entitlements.

2. The Interest Schedule Lot Entitlements

The market value principle is the principle that has been used for deciding the interest schedule lot entitlements for the Lots included in this Scheme.

Title Reference

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SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

~~This Scheme is a basic scheme.~~

s. 66(1)(f) and (g) of the BCCM Act do not apply. No

SCHEDULE C	BY-LAWS
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IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1. Interpretation

- 1.1. Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2. Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3. Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4. In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5. Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6. A reference to a by-law includes any variation or replacement of that by-law.
- 1.7. Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8. In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997(as amended)*;

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the common property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 32, by the Caretaker;

"Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"Original Owner" means FTTOA Pty Ltd ACN 093572000 as trustee for the JMS Trust together with its successors and assigns;

"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Retail Lot" means Lot 47 on SP277577;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Locale@Alderley Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

2. Noise

2.1. A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using common property.

2.2. Subject to clause 2.4, an owner must ensure:

2.2.1. The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;

2.2.2. No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;

2.2.3. No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and

2.2.4. Any Invitee departing the Lot after 11.00 pm leaves quietly.

2.3. In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

3. Acoustics

3.1. A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-

3.1.1. remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or

3.1.2. interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.

3.2. When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-

3.2.1. the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;

3.2.2. all costs associated with the work are to be met by the Member of the Lot;

3.2.3. any common property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;

3.2.4. the owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation or removal;

3.2.5. the owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;

- 3.2.6. the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
- 3.2.7. upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
- 3.2.8. the Member of the Lot's contractor must park in the Member's allotted car space; and
- 3.2.9. hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

4. Behaviour of invitees

- 4.1. A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using common property.
- 4.2. A Member must not, without the Body Corporate's written approval:
 - 4.2.1. Ride a bicycle, skateboard, scooter, or rollerblades on the common property; or
 - 4.2.2. Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the common property.

5. Auction Sales

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

6. Vehicles

- 6.1. The occupier of a lot must not, without the body corporate's written approval:-
 - 6.1.1. Park a vehicle, or allow a vehicle to stand, on the common property, or
 - 6.1.2. Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 6.2. An approval under subsection 6.1 must state the period for which it is given, with the exception of designated visitor parking.
- 6.3. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

7. Use of Car Park

- 7.1. Any motor vehicle or other vehicle on the car parking areas in the common property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spill oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2. The car parking areas in the common property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3. Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.
- 7.4. A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

7.5. The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the common property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.

7.6. The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

8. Obstruction

A Member shall not obstruct lawful use of common property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the common property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

9. Structural Alterations and Additions

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

10. No additions Car parking Area

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

11. No Erections on Lot or Common Property

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the approval in writing of the Body Corporate.

12. Windows

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

13. Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

14. Appearance of building

Subject to by-law 17, a Member shall not except with the consent in writing of the body corporate, hang any article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

15. Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

16. Rules for Signs

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

17. Specific Signage

- 17.1. It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the common property
- 17.2. The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.
- 17.3. The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements;
- 17.4. It is acknowledged that the owners or occupiers of the Retail Lot may conduct a business within the Scheme. The owners or occupiers of the Retail Lot will not cause any sign, advertisement or hoarding to be placed on or in the Retail Lot, the Building and/or the Common Property without the prior consent of the Committee, such consent not to be unreasonably withheld if such sign, advertisement or hoarding is incidental to the class of business being carried on at the Retail Lot, strictly complies with the by-laws of the local authority and conforms with any rules made by the Committee under by-law 16.

18. Damage to gardens, etc. on common property

A Member shall not:-

- 18.1. damage any garden, tree, shrub, plant or flower being part of or situated upon common property; or
- 18.2. except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the common property.

19. Damage to common property

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

20. Depositing rubbish etc. on common property

A Member shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

21. Garbage

A Member shall:-

- 21.1. Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his common property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage;
- 21.2. Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3. Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4. Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

22. Keeping of Animals

- 22.1. Subject to section 181 of the Act, a Member may keep an animal on a Lot without the prior approval of the Committee as long as such animal will not be greater than 10 kilograms in weight when fully grown. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. To remove any doubt, the Committee will not approve the keeping of an animal which is or will be when fully grown greater than 10 kilograms in weight.
- 22.2. For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.
- 22.3. By-law 22.1 is subject to the following conditions:-
- 22.3.1. Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
 - 22.3.2. The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.
 - 22.3.3. The animal must be properly restrained or controlled at all times
 - 22.3.4. Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
 - 22.3.5. If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

23. Keeping Lots Clean

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

24. Maintenance of Outdoor Areas of Lots

- 24.1. The Body Corporate will maintain all landscaped areas and gardens in the Scheme save and except that such area forms part of a Member's Lot or an exclusive use area allocated to a Member's Lot. The Body Corporate has the power to engage the Manager to maintain any exclusive use area or landscaped area and garden which forms part of the Lot, at the cost and expense of the Lot Owner who shall be liable for the actual cost of that service. Any garden, balcony and/or patio must be maintained to the same standard as the common property.
- 24.2. An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

25. Washing Motor Vehicles

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

26. Not to Litter

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

27. Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28. Not to use Chemicals

A Member shall not use or store upon this Lot or upon the common property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

29. Doors and Windows to be Fastened

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

30. Security System

- 30.1. The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 30.2. A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3. The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry of the Land.
- 30.4. If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5. A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6. A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7. A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

31. Storage Areas and Common Toilets

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by it on such terms and conditions as the Body Corporate thinks fit.

32. Use of Lots

- 32.1. If:
- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
 - (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.
- 32.2. If there is a Caretaker for the scheme, then the Caretaker may from time to time notify the Body Corporate that a particular lot is the Caretaker's Unit.
- (1) At any one time there may only be one Caretaker's Unit.



- (2) The Caretaker's Unit may be any lot in the scheme, provided that:
 - (a) it is owned by the Caretaker or an Associate of the Caretaker; and
 - (b) the Caretaker has the right to use and occupy the Caretaker's Unit.
- (3) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.
- 32.3. Units may only be used for residential purposes, except for the Caretaker's Unit and the Retail Lot.
- 32.4. The Caretaker's Unit may be used for either or both of:
 - (1) Residential purposes; and
 - (2) The business/s of the Caretaker.
- 32.5. Without the prior express written consent of the Caretaker, no part of the scheme land may be used by any person for the purpose of obstructing, interfering with or conducting a business from the scheme land which competes with, the:
 - (1) Caretaker performing duties for, or providing services to:
 - (a) the Body Corporate; or
 - (b) any owner and/or occupier; or
 - (2) Business/s of the Caretaker.
- 32.6. The Retail Lot may be used for any retail or commercial purpose as the owner of the Retail Lot may determine provided however that the Retail Lot may not be used as a real estate agency nor for any purpose that involves letting of lots in the Scheme.
- 32.7. All lots in the Scheme (save and except the Retail Lot) may only be used for residential purposes.

33. Retail Lot

- 33.1. The owners or occupiers of the Retail Lot must maintain in good repair and condition at all times the Retail Lot and any areas allocated to the exclusive use of the Retail Lot. Without limiting the generality of this by-law, the owners or occupiers of the Retail Lot must clean the Retail Lot and any areas allocated to the exclusive use of the Retail Lot on a daily basis.
- 33.2. The owners or occupiers of the Retail Lot must maintain at all times public liability insurance in respect of the Retail Lot and any areas attached to the exclusive use of the Retail Lot on a comprehensive basis with limits of not less than \$10,000,000.00 per occurrence or such higher limits as the Body Corporate reasonably requires from time to time.
- 33.3. The owners or occupiers of the Retail Lot must redecorate the Retail Lot when reasonably necessary by the treating all internal surfaces by painting, staining, polishing or otherwise to a specification approved by the Body Corporate and replacing all floor coverings at least once in every period of 5 years which are worn or damaged and in need replacement.
- 33.4. Notwithstanding any other by-law of the Retail Lot, the owners or occupiers acknowledges that the Retail Lot may be connected to services including as, electricity or hot water separately to the rest of the Scheme and that it shall not make any objection in that regard.

34. Notice of Defects

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.



35. Rights of Committee to Inspect Lots

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

36. Costs

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

36.1. the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;

36.2. such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

37. Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

38. Observation of Duty

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

39. Supply of Services

39.1. If permitted by relevant legislation governing the supply of Services, the Body Corporate may:

39.1.1. Establish and maintain a system for the supply of Services ("System") for the Scheme; and

39.1.2. As an on-supplier:

39.1.2.1. purchase the Services from a primary supplier; and

39.1.2.2. on-supply the Services to

39.1.2.2.1. the Body Corporate for the Scheme; and/or

39.1.2.2.2. Members of Lots in the Scheme

(collectively called "Receivers").

39.2. The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

39.2.1. the supply of Services to the Body Corporate by primary supplier;

39.2.2. the on-supply of the Services to Receivers;

- 39.2.3. service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 39.3. The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.
- 39.4. If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
- 39.5. If the Body Corporate operates and maintains a System under this by-law, it may:
- 39.5.1. enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
- 39.5.1.1. supply;
- 39.5.1.2. installation and connection to the system;
- 39.5.1.3. servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
- 39.5.1.4. disconnection and reconnection fees;
- 39.5.1.5. advance payments or security deposits to be provided in connection with the supply through the System;
- 39.5.2. Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
- 39.5.3. Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
- 39.5.4. Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
- 39.5.4.1. recover any unpaid amount as a liquidated debt;
- 39.5.4.2. recover interest on any unpaid account;
- 39.5.4.3. disconnect the supply of the Service to the relevant Receiver;
- 39.5.4.4. charge a reconnection fee to restore the supply of the Service to that Receiver;
- 39.5.4.5. increase the advance payment or security deposit for supply to the relevant Receiver.
- 39.5.5. The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 39.5.6. The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.
- 39.5.7. Each Member must:

- 39.5.7.1. allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;
- 39.5.7.2. comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;
- 39.5.7.3. maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.
- 39.5.8. Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

40. Pay Television

The Body Corporate will allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

41. Use of Services**41.1. All Members must:**

- 41.1.1. observe all Requirements in the use of the Services;
- 41.1.2. not use the Services for any purposes other than the purposes for which they were constructed;
- 41.1.3. not overload any Services or Service Infrastructure; and
- 41.1.4. not waste water and ensure that all water taps in the Lot are turned off when not in use.

42. Communication Equipment

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

- 42.1. allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- 42.2. provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

43. Air Conditioning

- 43.1. An owner or occupier shall be responsible for maintaining any air conditioning equipment servicing its Lot. An owner or occupier may with the Body Corporate's prior written consent install and maintain air conditioning equipment to service an owner or occupier's lot which shall be on such parts of the common property for the Scheme as approved by the Body Corporate. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.
- 43.2. The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

44. Contractors

No Member will give any directions or instructions to Body Corporate contractors.

44 Exclusive Use Allocations

- (A) Car parks

- 44.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a car parking space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan "A".
- 44.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a car space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 44.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 44.4.1 must only use the exclusive use area for the purposes for which they are designed;
- 44.4.2 must not create a nuisance;
- 44.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
- 44.4.4 may not enclose the area without the prior written consent of the Committee.
- 44.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 44.6 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

(B) Storage

- 44.7 Owners of some Lots are granted the exclusive use of a storage unit which is part of the Common Property and is identified by the plan contained in Schedule "E" on the following conditions:
- (a) the Owner shall not construct any structure in their storage unit without the consent of the Body Corporate;
- (b) Owners are responsible for keeping their storage unit in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;
- (c) Owners acknowledge that Services for the Building may run through and across the storage unit and Owners must allow the Caretaker and any service contractors appointed by the Body Corporate access to the storage unit for the purpose of maintaining, repairing or replacing the Services.
- (d) Each Owner of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment, subject to any rights of access required to that exclusive use, for themselves and their licensees of the respective storage unit areas as identified on the Exclusive Use Plan attached.
- 44.8 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a storage unit which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.9 An Owner to whom an allocation is made or authorisation is granted pursuant to this by-law must:
- (a) use the same only for the purpose of storage unit area;
- (b) not use the same so as to create a nuisance to other Owners; and
- (c) allow a representative of the Body Corporate to enter onto the Lot at any time for the purpose of maintaining the storage unit area.

45 Occupation Rights - Caretaker/Letting Agent

- 45.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-

- 45.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
- 45.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
- 45.1.3 the Caretaker will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Letting Agreement in accordance with By-Law 17.
- 45.1.4 the Body Corporate will not allow any person or entity other than the party to such agreements to provide, from the scheme land, any of the services set out in the agreements;
- 45.1.5 the Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to the letting business from within the scheme land and the body corporate (or any of its members individually) must not directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land; and
- 45.1.6 the Body Corporate must not make any part of the Common Property available to any person or entity for the purpose of conducting a letting business.

46 Use of Facilities

Members may use the rooftop terrace and garden and associated equipment and other communal facilities ("the Facilities") subject to the following rules which will where applicable apply to all guests or invitees of the Members:-

- 46.1 the Facilities will not be used by guests or invitees unless accompanied by a Member;
- 46.2 children below the age of 13 years will at all times be accompanied by an adult Member exercising effective control over them;
- 46.3 a Member and his guests or invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by any other person;
- 46.4 food, glass, breakable items and pets must not be brought onto the rooftop terrace and garden;
- 46.5 after the Facilities are used, they are to be left in a clean and tidy state and available to the next users (failing which the Member may be levied with a cleaning cost);
- 46.6 the Facilities may not be defaced, damaged or removed;
- 46.7 the Body Corporate or the Manager may operate a reservation system for the Facilities with which the Members will comply;
- 46.8 the Facilities may only be used between the hours determined by the Committee from time to time unless arranged otherwise with the Body Corporate or the Caretaker;

47 Display Unit and Sales Office

- 47.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such lot or lots.
- 47.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:
 - (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
 - (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

Title Reference

Page 20 of 28

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM**

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "Annexure A". Each of the Lots and the common property in the Scheme may be affected by the following types of statutory easements pursuant to s115M – 115S inclusive of the Land Titles Act 1994 ("LTA"):

- (a) an easement for lateral and subjacent support pursuant to section 115N of the LTA;
- (b) an easement for supplying utility services to the lots and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115O of the LTA;
- (c) an easement in favour of the common property of the Scheme against the lots for supplying utility services to the common property and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115 P of the LTA;
- (d) an easement for shelter pursuant to section 115Q of the LTA;
- (e) an easement for projections pursuant to section 115R of the LTA; and
- (f) an easement for maintenance of the building close to boundary pursuant to section 115S of the LTA.

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

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed ^B and ^C	Purpose
Lot 1 on SP277577	A1	Car Park
Lot 2 on SP277577	A2	Car Park
Lot 3 on SP277577	A25	Car Park
Lot 4 on SP277577	A3	Car Park
Lot 5 on SP277577	A4	Car Park
Lot 6 on SP277577	A5	Car Park
Lot 7 on SP277577	A24	Car Park
Lot 8 on SP277577	A6	Car Park
Lot 9 on SP277577	A31, A30	Car Park
Lot 10 on SP277577	A7	Car Park
Lot 11 on SP277577	A8	Car Park
Lot 12 on SP277577	A29	Car Park
Lot 13 on SP277577	A9	Car Park
Lot 14 on SP277577	A27	Car Park
Lot 15 on SP277577	A10	Car Park
Lot 16 on SP277577	A11	Car Park
Lot 17 on SP277577	B22	Car Park
Lot 18 on SP277577	A12	Car Park
Lot 19 on SP277577	B26	Car Park
Lot 20 on SP277577	A13	Car Park
Lot 21 on SP277577	A14	Car Park
Lot 22 on SP277577	B21	Car Park
Lot 23 on SP277577	A15	Car Park
Lot 24 on SP277577	B19	Car Park
Lot 25 on SP277577	A17	Car Park
Lot 26 on SP277577	A18	Car Park
Lot 27 on SP277577	B17	Car Park
Lot 28 on SP277577	A19	Car Park
Lot 29 on SP277577	B25	Car Park

Lot 30 on SP277577	A20	Car Park
Lot 31 on SP277577	A21	Car Park
Lot 32 on SP277577	B24	Car Park
Lot 33 on SP277577	A22	Car Park
Lot 34 on SP277577	B23	Car Park
Lot 35 on SP277577	B1	Car Park
Lot 36 on SP277577	B2	Car Park
Lot 37 on SP277577	B15	Car Park
Lot 38 on SP277577	B3	Car Park
Lot 39 on SP277577	B13	Car Park
Lot 40 on SP277577	B4	Car Park
Lot 41 on SP277577	B5	Car Park
Lot 42 on SP277577	B11	Car Park
Lot 43 on SP277577	B6	Car Park
Lot 44 on SP277577	B9	Car Park
Lot 45 on SP277577	B7	Car Park
Lot 46 on SP277577	B8	Car Park
Lot 47 on SP277577	A16, A23, A26	Car Parks

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed	Purpose
Lot 1 on SP277577	S8	Storage
Lot 3 on SP277577	S9	Storage
Lot 7 on SP277577	S10	Storage
Lot 9 on SP277577	S4	Storage
Lot 12 on SP277577	S3	Storage
Lot 14 on SP277577	S1	Storage
Lot 17 on SP277577	S15	Storage
Lot 19 on SP277577	S14	Storage
Lot 22 on SP277577	S16	Storage
Lot 24 on SP277577	S17	Storage
Lot 25 on SP277577	S5	Storage

Title Reference

Lot 27 on SP277577	S11	Storage
Lot 29 on SP277577	S12	Storage
Lot 32 on SP277577	S18	Storage
Lot 34 on SP277577	S20	Storage
Lot 37 on SP277577	S19	Storage
Lot 39 on SP277577	S13	Storage
Lot 42 on SP277577	S7	Storage
Lot 44 on SP277577	S6	Storage
Lot 47 on SP277577	S2	Storage

Title Reference

Page 25 of 28

**Annexure A
Service Location Diagram**

"A"

Title References

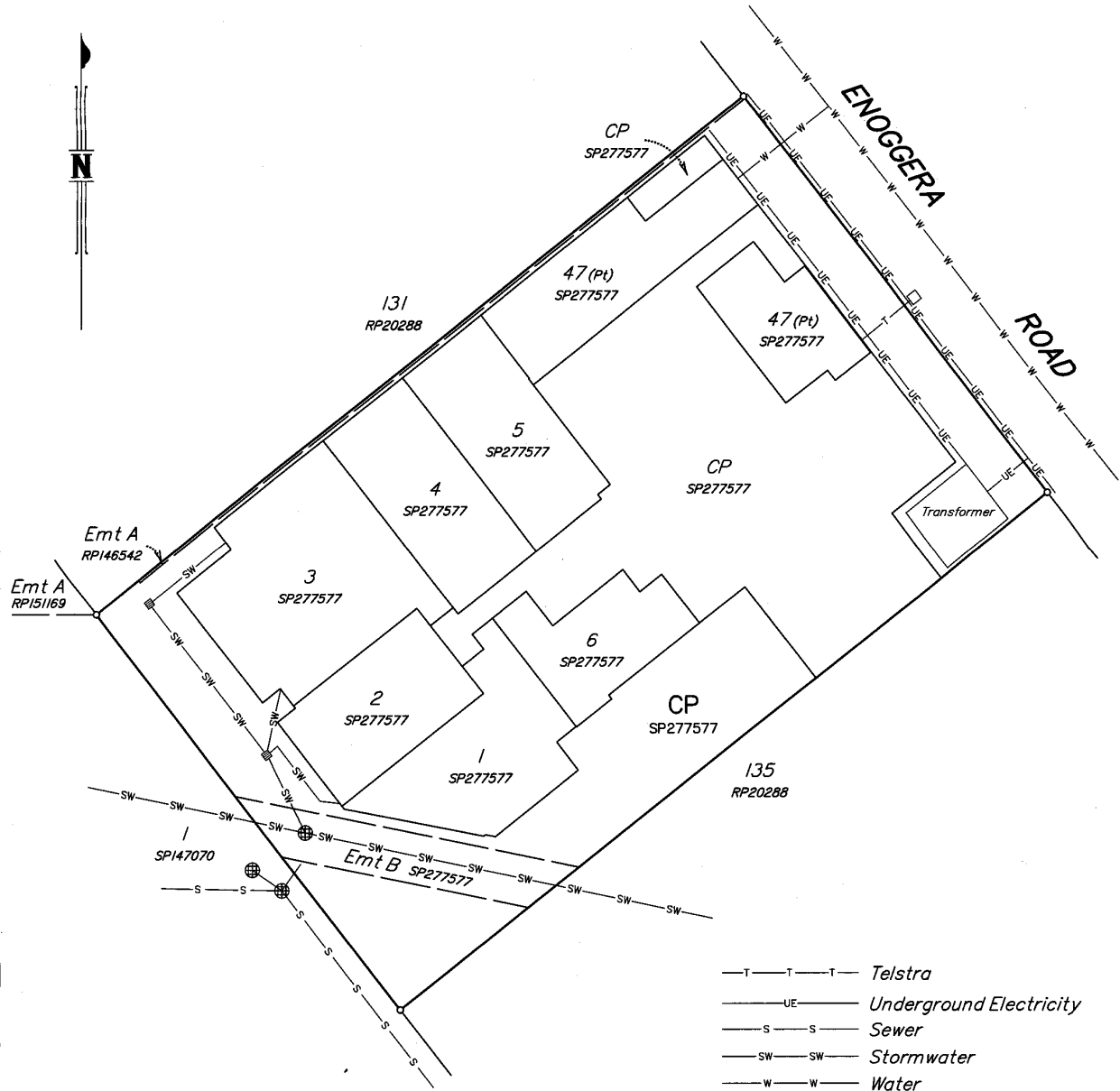
SERVICES LOCATION DIAGRAM 'A'

For Lots 1-47 & Common
Property on SP277577

Locality of ALDERLEY

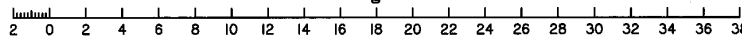
NOTES!

1. Plan Drawn to scale on A3 sheet.
2. Plan prepared from information supplied by builder.
3. Community Title Scheme Name: 'Locale@Alderley'
4. Community Title Scheme Number:



- T — T — T — Telstra
- UE — Underground Electricity
- S — S — Sewer
- SW — SW — Stormwater
- W — W — Water

Scale 1:250 - Lengths are in Metres.



Scale 1:250



Brisbane
PO Box 3120, West End QLD 4101
Ph: 07 3118 0000
brisbane@dts.com.au

Machay
PO Box 11711, Mackay Queensland Q.L.D. 4740
Ph: 1500 278 783
machay@dts.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Date : 5/07/2016
Surveyor : AC
Drawn : AnV
Job No : BNE140679
Acad : B140679Sid1.dwg
A3 4795/A

SHEET

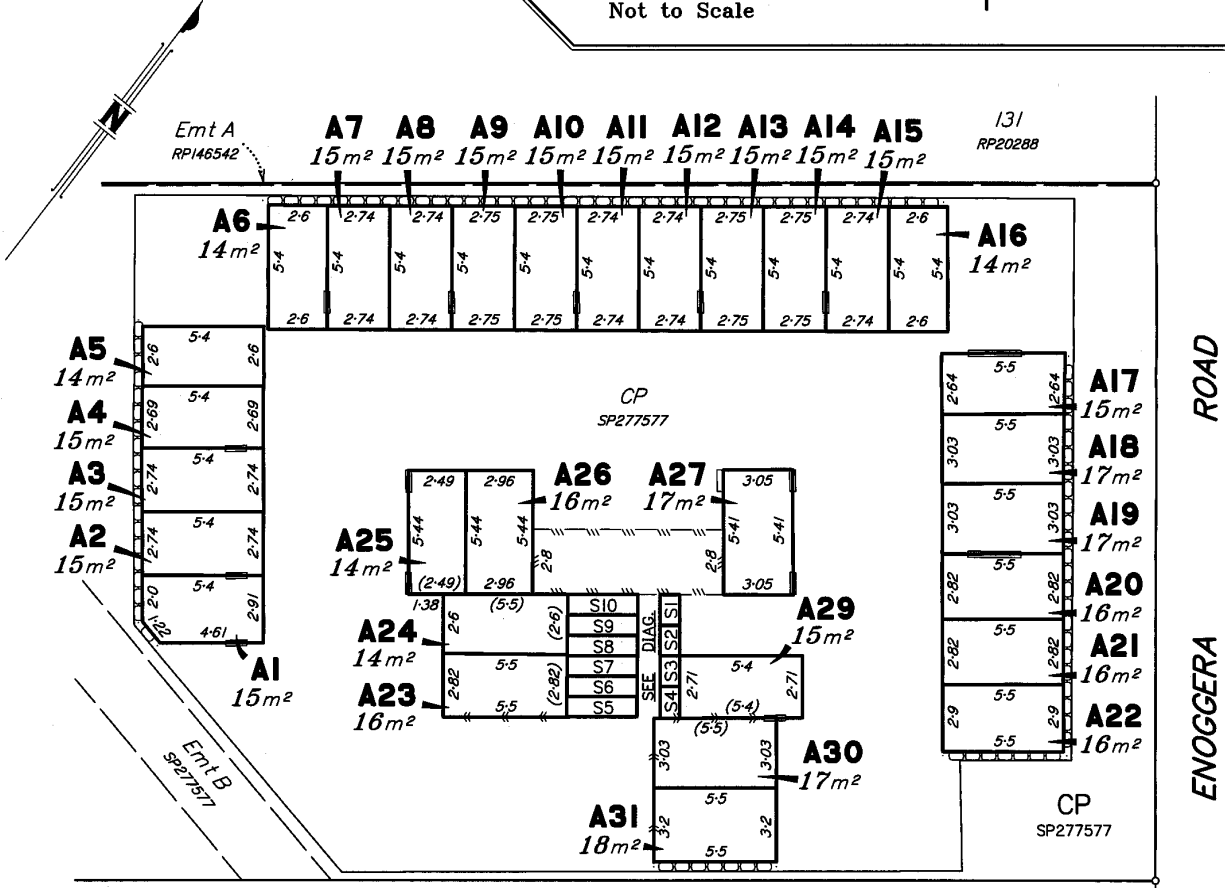
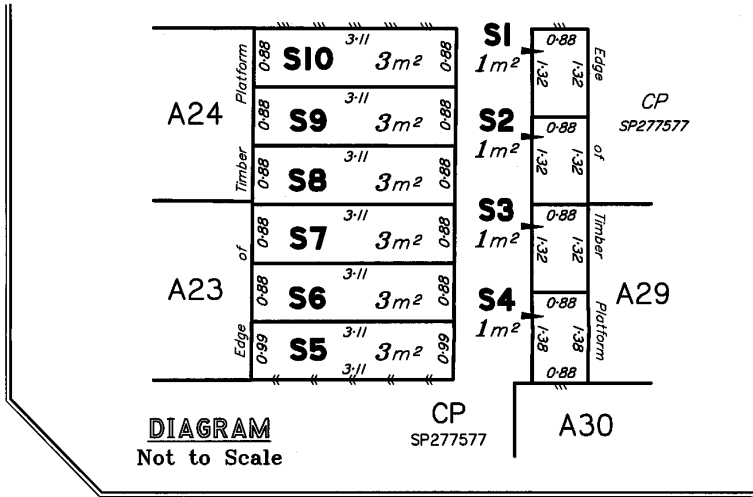
Title References

**PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'B'**

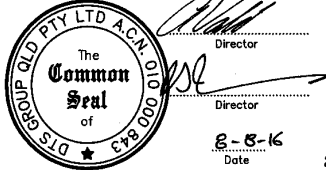
Exclusive Use Areas A1-A27,
A29-A31 & S1-S10
Covering Part of Common Property
on level "A" of SP277577

NOTES

1. Plan Drawn to scale on A3 sheet.
2. Title Reference:
3. Community Title Scheme Name: 'Locale@Alderley'
4. Community Title Scheme Number:
5. Centreline of Wall where shown:
6. Face of Wall where shown:
7. Edge of Conc. where shown:
8. Centreline of Column where shown:
9. Face of Column where shown:
10. Alignment of Pier Projection where shown:

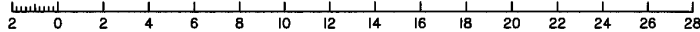


DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



8-8-16
Date

Scale 1:200 - Lengths are in Metres.



Scale 1:200

dts urban planning, surveying & development
Brisbane
PO Box 2478, West End QLD 4101
Ph: 07 318 0500
brisbane@dtsd.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Date: 4/08/2016
Surveyor: AC
Drawn: AnV
Project: BNE140679
Acad: B140679Eu1.dwg
A3 4794/B

SHEET

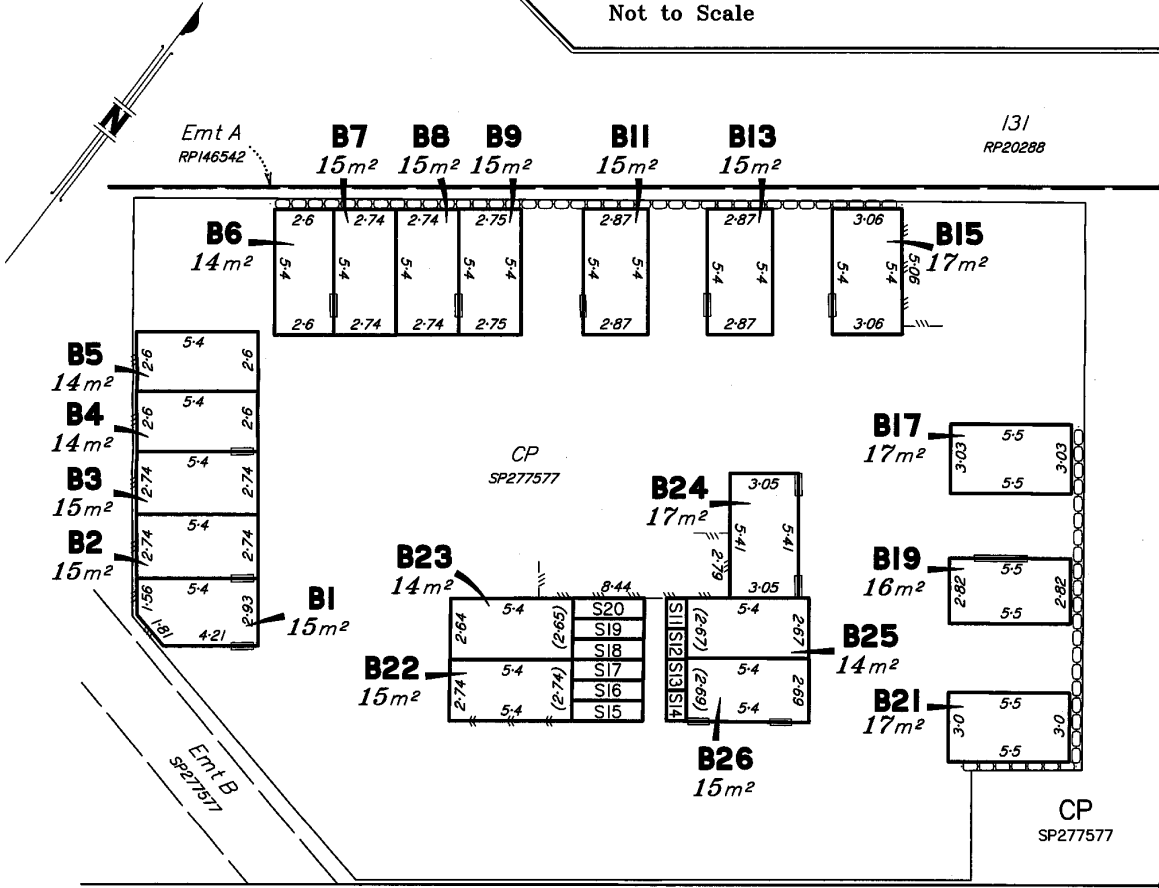
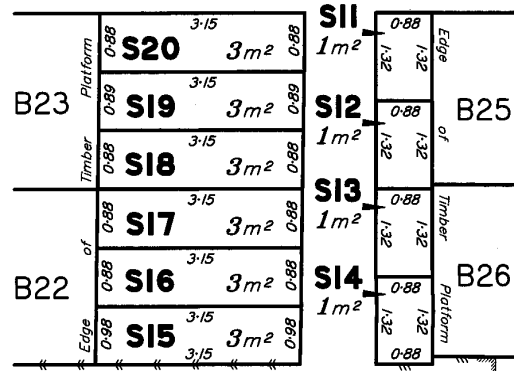
Title References

PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'C'

Exclusive Use Areas B1-B9, B11, B13, B15, B17, B19, B21-B26 & S11-S20 Covering Part of Common Property on level "B" of SP277577

NOTES

1. Plan Drawn to scale on A3 sheet.
2. Title Reference:
3. Community Title Scheme Name: 'Locole@Alderley'
4. Community Title Scheme Number:
5. Centreline of Wall where shown:
6. Face of Wall where shown:
7. Edge of Conc where shown:
8. Centreline of Column where shown:
9. Face of Column where shown:
10. Alignment of Pier Projection where shown:

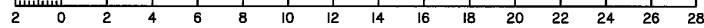


DTS GROUP QLD PTY LTD. ACN 010 000 843
Cadastral Surveyor, certify that the details on this sketch plan are correct.

Director

Director
Date: 8-8-16

Scale 1:200 - Lengths are in Metres.



Scale 1:200

dts urban planning, surveying & development

Brisbane: PO Box 3126, West End QLD 4101 Ph: 07 3118 2000
Mackay: PO Box 11711, Mackay Campus QLD 4740 Ph: 08 9390 7832

AS/NZS 4301
OHSHS 18001
ISO 9001
ISO 14001

For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Date: 4/08/2016
Surveyor: AC
Drawn: AnV
Project: BNE140679
Acad: B140679Eul.dwg
A3 4794/C

SHEET

K&L GATES

15 September 2016

Brisbane Titles Registry Office
GPO Box 1401
Brisbane QLD 4001

Dear Registrar,

Request for urgent lodgement

We act for Locale Apartments Pty Ltd.

We refer to the Form 14 Request to Register a First CMS, plan and easement enclosed with this letter.

We request that these documents be registered on title urgently due to the following circumstances:

1. Our client has a contractual obligation to have the First CMS registered by 20 September 2016; and
2. If the First CMS is not registered by that date, our client will suffer significant financial detriment.

Thank you for your assistance and co-operation.

Yours faithfully



Warren Denny
Partner

Partner: Warren Denny
warren.denny@kigates.com

T +61 7 3233 1244

Contact: Elysia Panter
elysia.panter@kigates.com

T +61 7 3233 1279

Our ref: pantere.dennyw.7501023.00026