

Seller disclosure statement



Queensland
Government

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 Daniel William Coles and Summa Rose Colless

Property address 45/452-454 Enoggera Road, Alderley QLD 4051
(referred to as the “property” in this statement)

Lot on plan description Lot 45 on SP 277577

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme: ☒ Yes <i>If Yes, refer to Part 6 of this statement for additional information</i>	☐ No <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>
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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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	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. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. 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. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: 12/09/2025 - 10/09/2026 » the amount of rent and bond payable: \$500.00 weekly; Rental bond amount:\$2,000.00 » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) 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. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> - See Annexure A
Residential tenancy or rooming accommodation agreement	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. ☒ Yes ☐ No 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> 13/08/2025 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. 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.

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 <i>(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)</i>: 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. The lot is affected by a notice of intention to resume the property or any part of the property. <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	☐ Yes	☒ No
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (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 <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	☐ Yes	☒ No
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (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.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☒ No
	Pool compliance certificate is given.	☐ Yes	☒ No
	OR		
	Notice of no pool safety certificate is given.	☐ Yes	☒ 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.	☐ Yes	☒ 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.	☐ Yes	☒ 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.	☐ Yes	☒ 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.		

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: \$611.81	Date Range: 01/07/2026 - 30/09/2026
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: \$410.21 Date Range: 02/03/2026 - 26/05/2026 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: \$0.00 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. (If Yes, complete the information below) ☒ Yes☐ 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. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
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. ☒ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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.
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 (If Yes, complete the information below) ☐ Yes☒ 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. ☐ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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.

Signatures – SELLER

Signed by:

Daniel William Coles

013823027FF54C4...

Signature of seller

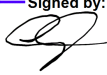
Daniel William Coles

Name of seller

20 July 2026

Date

Signed by:



9EE5607F836244A...

Signature of seller

Summa Rose Colless

Name of seller

20 July 2026

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

Name of buyer

Date

Signature of buyer

Name of buyer

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51057964	Search Date:	09/07/2026 11:27
Date Title Created:	26/09/2016	Request No:	56817440
Previous Title:	12837137, 13608096		

ESTATE AND LAND

Estate in Fee Simple

LOT 45 SURVEY PLAN 277577

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 49112

REGISTERED OWNER

Dealing No: 723512542 04/09/2024

SUMMA ROSE COLLESS

DANIEL WILLIAM COLES

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10095184 (POR 422)
2. MORTGAGE No 723512543 04/09/2024 at 16:14
PERPETUAL TRUSTEE COMPANY LIMITED A.C.N. 000 001 007

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Drawn : AnV

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

SURVEY PLAN

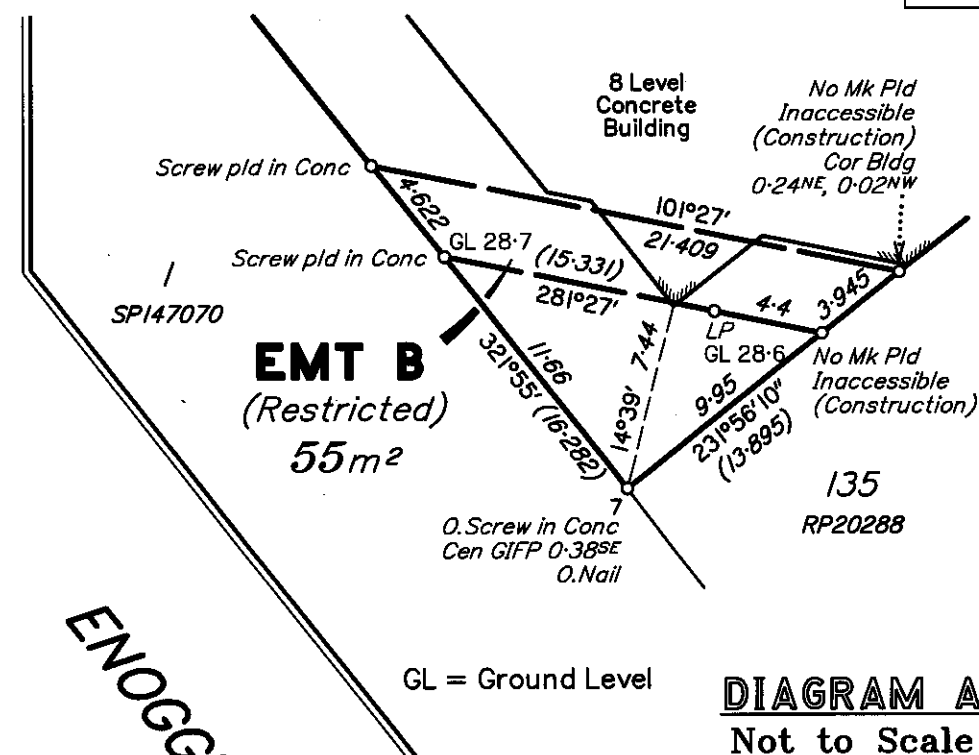
Sheet
1 of
7

REFERENCE MARKS

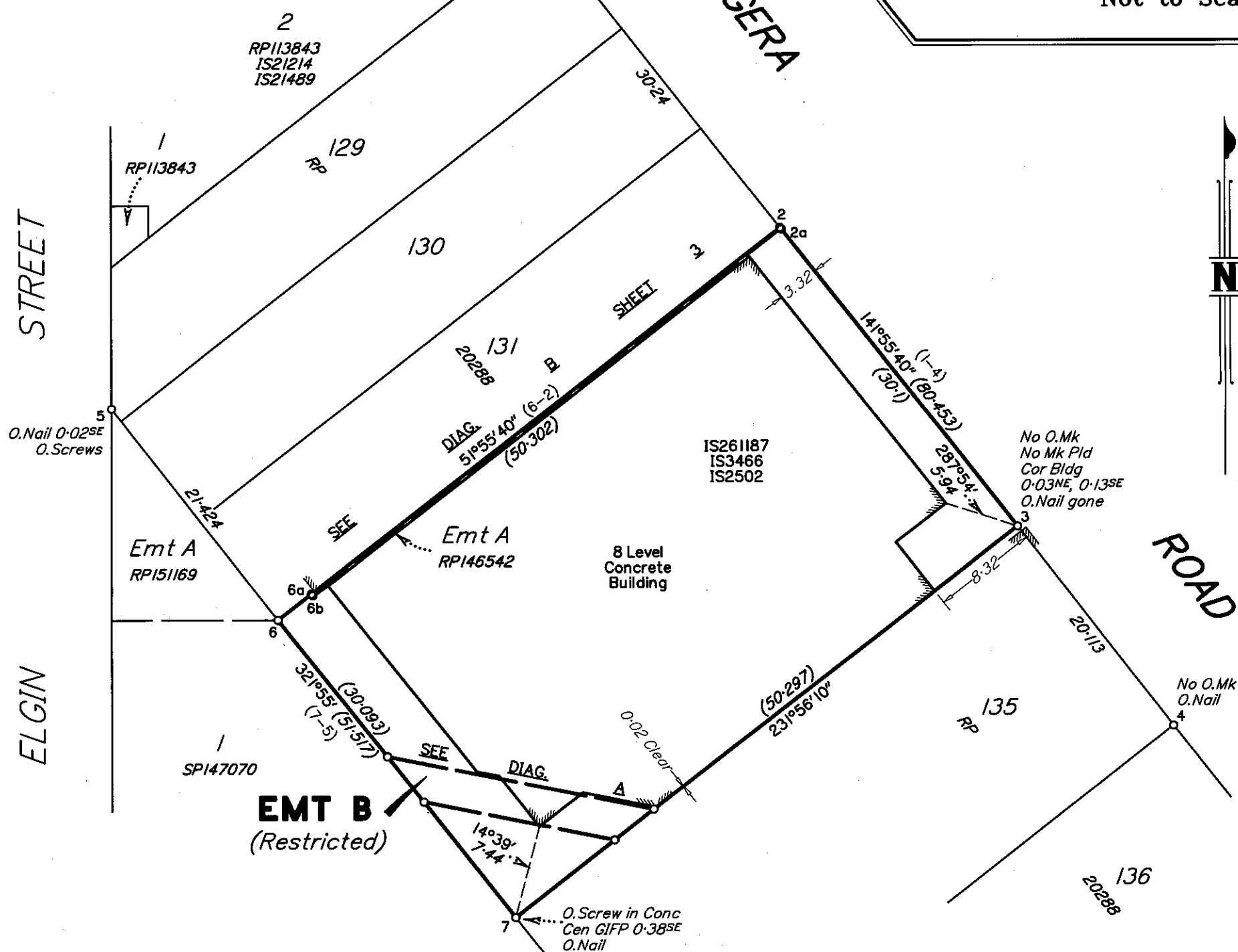
STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Conc	Vide IS261187	137°26'	3.78
1	O.Screw in Conc	Vide IS261187	134°21'	7.925
2	O.Nail in Conc gone	Vide IS261187	123°48'	0.16
2	O.Nail in Br Wall	IS261187	231°55'	1.19
2	O.Gl Nail in Conc	Vide IS261187	129°08'	11.4
3	O.Nail in Conc gone	Vide IS261187	346°31'	0.655
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°0'	3.88
6a	O.Screw in Br Wall	RP146542	321°55'40"	0.036
7	O.Nail in Conc	Vide IS261187	317°31'	16.623

(New Ref)
(New Ref)
(New Ref)

(New Ref)

Base Parcel Area : - 1514m²

GL = Ground Level

DIAGRAM A
Not to Scale

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 38.481m AHD Derived
Located at the corner of Samford & South Pine Roads, ALDERLEY.

Scale 1:400 - Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45 50 55

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.



Date: 6.9.16

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

SP277577

ADDITIONAL SHEET

Common
Property

Common
Property

Common
Property

Emt B

LEVEL A
Scale 1:200

Common
Property

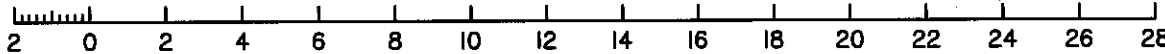
Common
Property

Common
Property

Emt B

LEVEL B
Scale 1:200

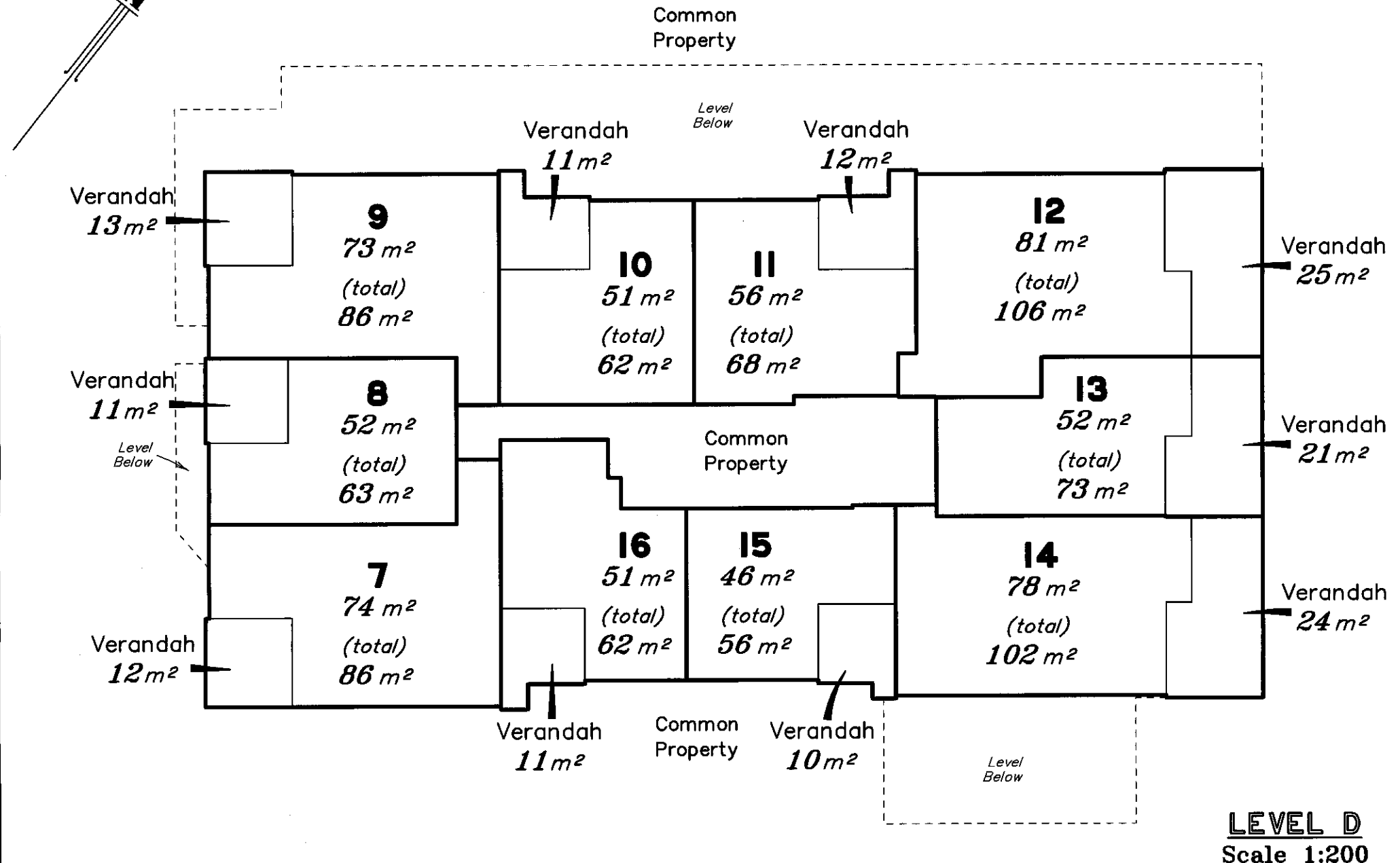
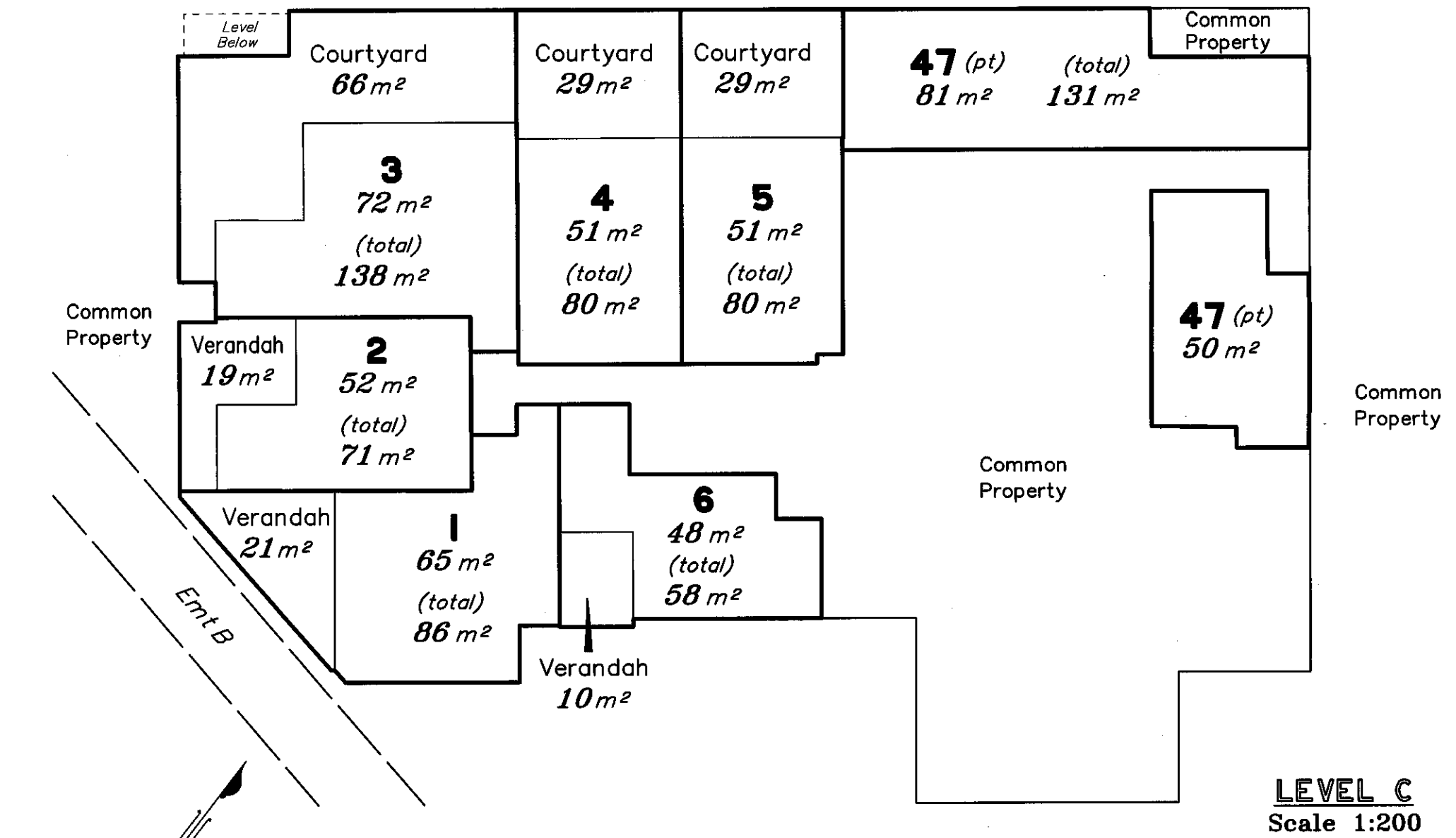
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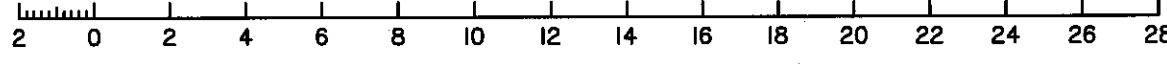
State copyright reserved.

Insert
Plan
Number
SP277577

B140679B1.DWG



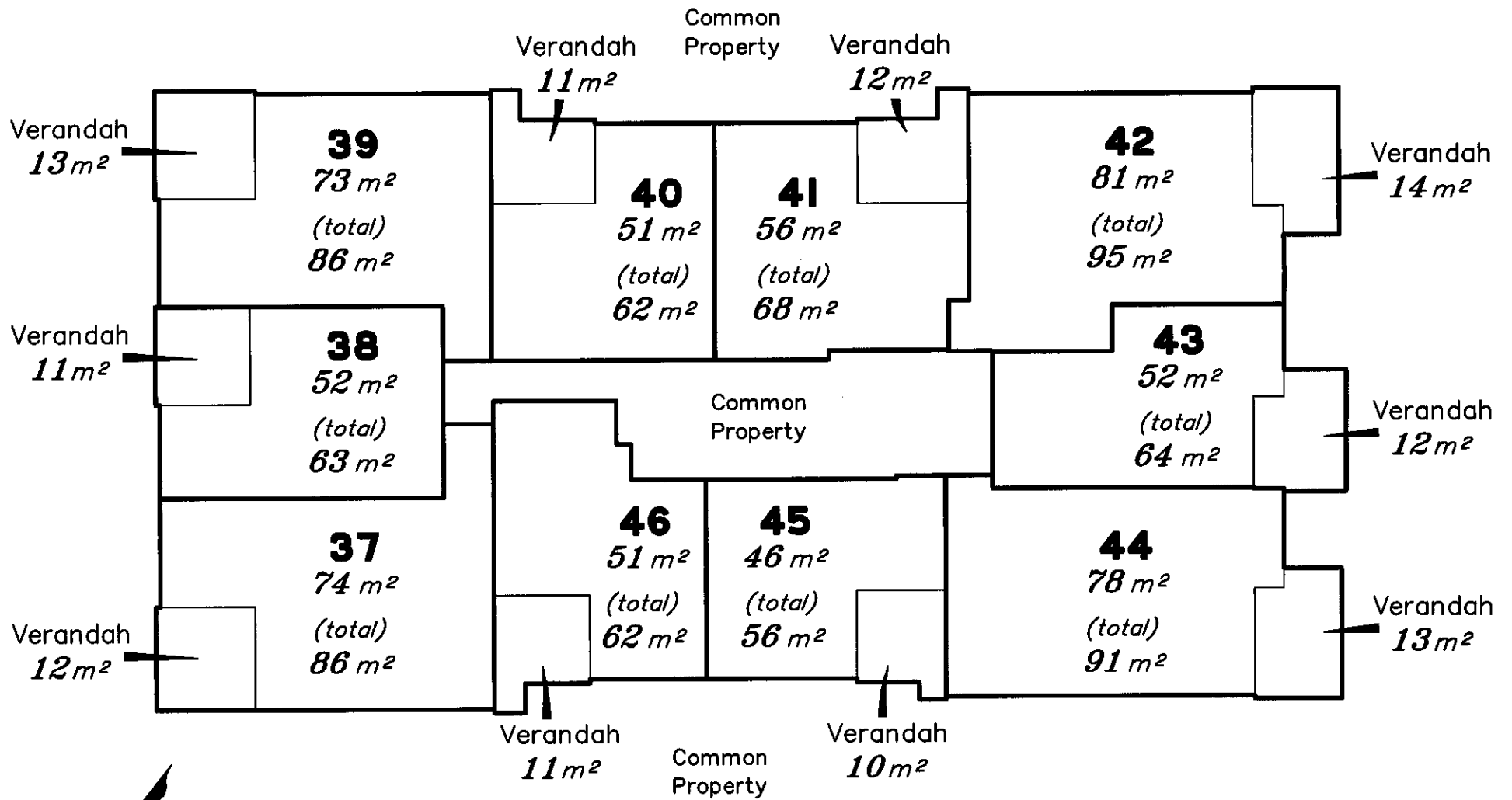
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State copyright reserved.

Insert Plan Number **SP277577**

B140679B1.DWG



LEVEL G
Scale 1:200

Common
Property

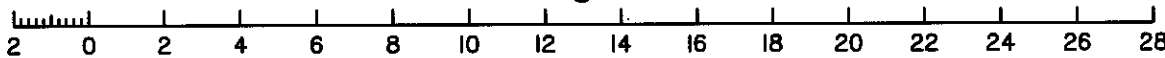
Level
Below

Common
Property

Common
Property

LEVEL H
Scale 1:200

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number

SP277577

Annexure “A” Statutory Encumbrances

Property: 45/454 Enoggera Road, Alderley QLD 4051

1. APA Group Gas Networks

APA have assets located on and/or adjacent to the Property as shown generally on the attached Plan;

2. Brisbane City Council

Statutory encumbrances related to essential local government infrastructure, including potential stormwater drainage assets, water supply lines, and other local authority service assets, apply to the land. These assets may affect internal boundaries or traverse the property. These designations directly impact the development and use of the affected areas within the site.

3. Energex QLD

Electrical infrastructure and related statutory corridors are present within the property boundaries. This typically includes underground and/or overhead electricity supply assets traversing part of the lot, establishing a statutory zone for the protection and maintenance of high-voltage assets.

4. NBN Co QLD

Statutory telecommunications infrastructure, including conduits, cables, and service corridors relating to the National Broadband Network, are located within the property boundaries. These assets affect the permissible nature of development and works within the relevant areas of the site to ensure network integrity.

5. Optus

Telecommunications assets, including fibre optic and/or copper cables, are present within the property boundaries. These statutory encumbrances designate specific service corridors and affect building and land use activities within the identified parts of the lot to protect critical communication services.

6. Queensland Urban Utilities

Water supply and sewerage infrastructure corridors and assets, including water mains and sewer lines, are present within the property boundaries. These statutory encumbrances restrict building and land use activities within the affected parts of the lot to ensure access and protection of critical utility services.

7. Telstra QLD South East

Telstra have assets located on and/or adjacent to the Property as shown generally on the attached Plan;

8. TPG Telecom (QLD)

TPG Telecom (QLD) have assets located on and/or adjacent to the Property as shown generally on the attached Plan;

9. The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

Job ID 53710295

APA Group Gas Networks (70710)

Referral

276234524

Member Phone

1800 085 628

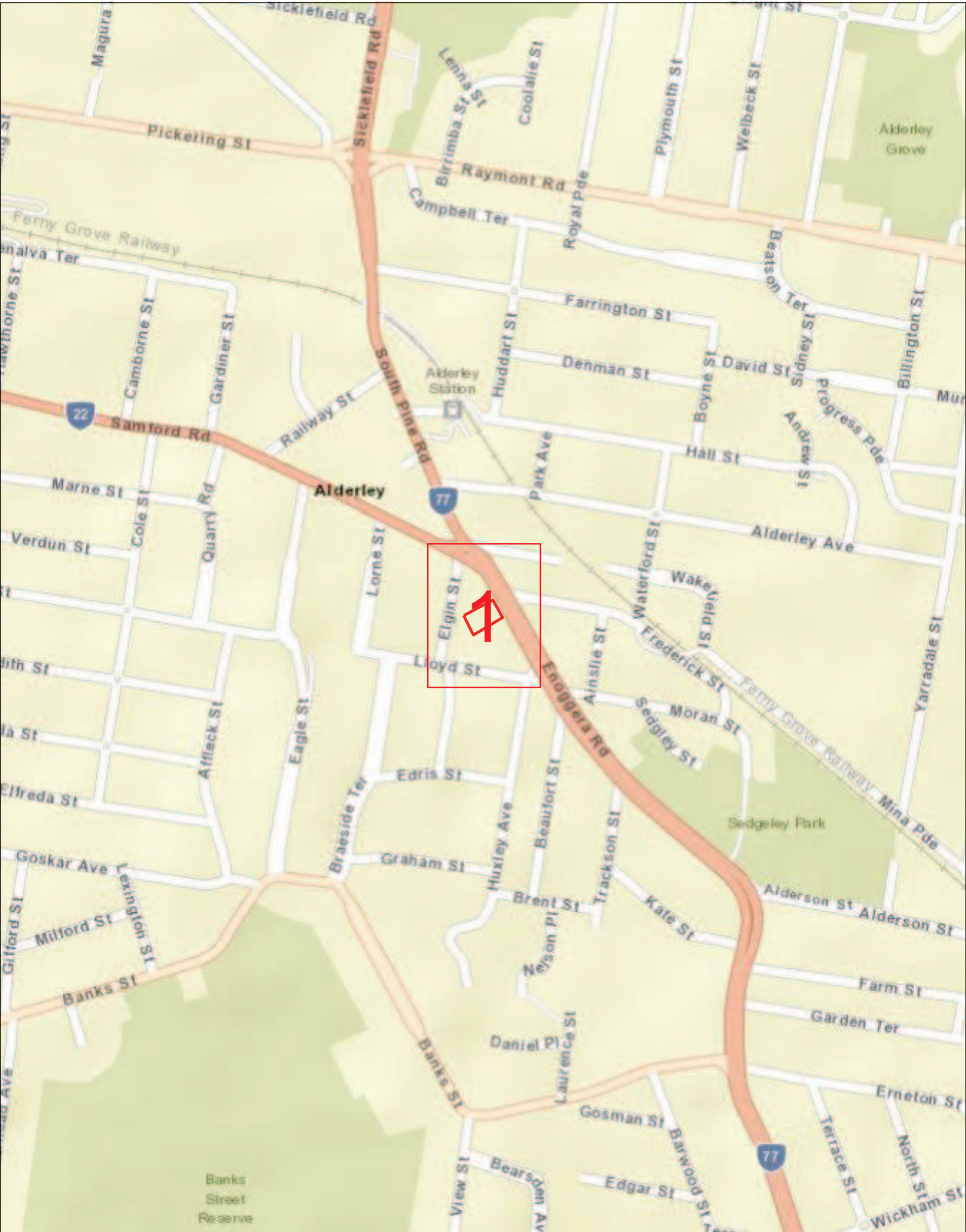
Responses from this member

Response received Thu 16 Jul 2026 12.25pm

File name	Page
Response Body	5
276234524.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

Site Unit 45 454 Enoggera Rd
Address: Alderley
QLD 4051

Sequence 276234524
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



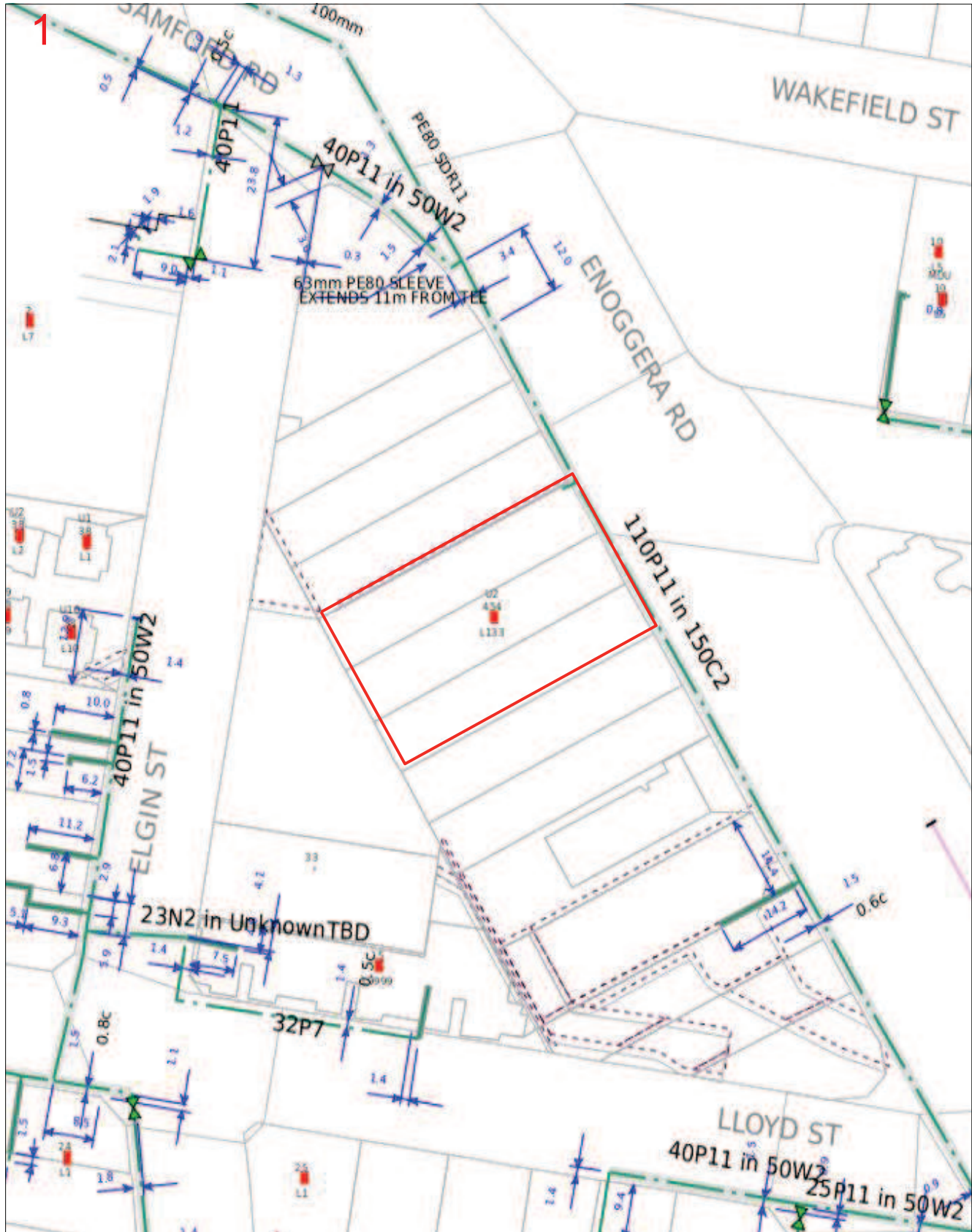
Enquiry Area

Map Key Area



Site Unit 45 454 Enoggera Rd
Address: Alderley
 QLD 4051

Sequence 276234524
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
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Enquiry Area

Map Key Area



Job ID 53710295

Brisbane City Council

Referral
276234519

Member Phone
(07) 3403 8888

Responses from this member

Response received Thu 16 Jul 2026 12.25pm

File name	Page
Response Body	57
ASSET 276234519.pdf	58



Job # 53710295
Seq # 276234519
 Provider: Brisbane City Council
 Telephone: (07) 3403 8888



Legend

- BYDA Enquiry
- Stormwater Drain
- Stormwater Gully / Roofwater Connection
- Stormwater Maintenance Hole
- Stormwater Roofwater Pit
- Stormwater Gully Pit

BCC Cable Network

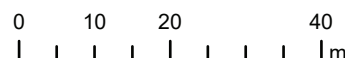
- Traffic Signal Ducting
- Fibre Optic Cable Location

Disclaimer:
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 In consideration of Council, and the copyright owners listed below, permitting the use of this data, you acknowledge and agree that Council, and the copyright owners, give no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accept no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this data.
 Data must not be used for direct marketing or be used in breach of the privacy laws.

Copyright of data is as follows:
 Cadastre and Street Names © 2020 State of Queensland (Department of Natural Resources, Mines and Energy)

Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888
16/07/26 (valid for 30 days)



Scale 1:1,000



Plans generated by
 SmarterWX™ Automate

Job ID 53710295

Energex QLD

Referral

276234522

Member Phone

13 12 53

Responses from this member

Response received Thu 16 Jul 2026 12.27pm

File name	Page
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276234522 - Energex Plan.pdf	63
Energex BYDA Terms and Conditions.pdf	66
Working Near Overhead and Underground Electric Lines.pdf	71



BYDA

Sequence: 276234522
Date: 16/07/2026

Scale: 1:1025
Tile No: **OVERVIEW**

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



BYDA

Sequence: 276234522
Date: 16/07/2026
Scale: 1:500
Tile No: **Tile No: 1**

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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BYDA

Sequence: 276234522
Date: 16/07/2026

Scale: 1:500
Tile No: **Tile No: 2**

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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Job ID 53710295

NBN Co Qld

Referral

276234517

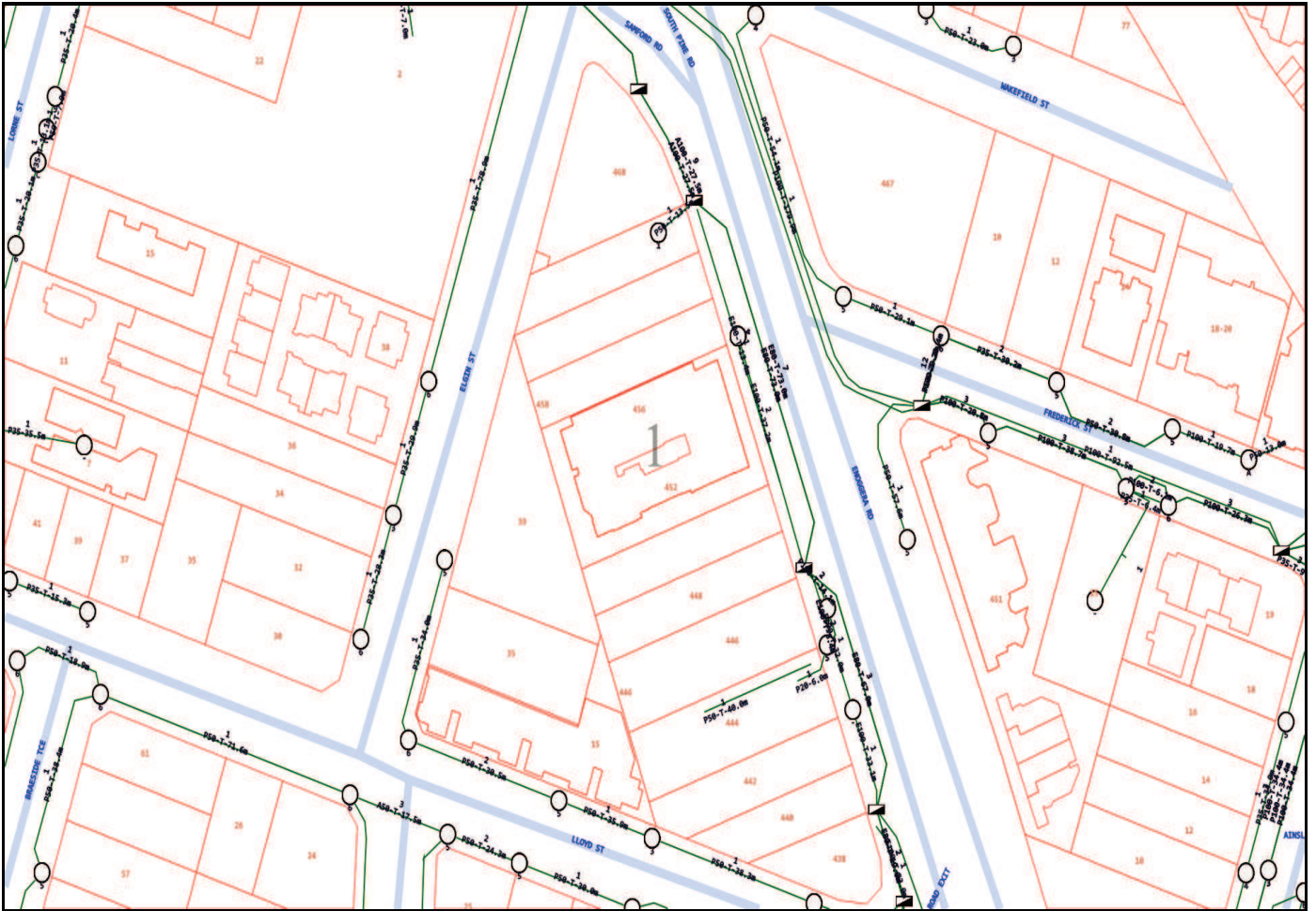
Member Phone

1800 687 626

Responses from this member

Response received Thu 16 Jul 2026 12.56pm

File name	Page
Response Body	103
276234517_20260716_025531045735_1.pdf	104
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	107
Disclaimer_276234517_20260716_025531045735.pdf	109



Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

Job ID 53710295



Referral

276234518

Member Phone

1800 505 777

Responses from this member

Response received Thu 16 Jul 2026 1.23pm

File name	Page
Response Body	114
276234518 - Optus Plan.pdf	115
276234518 - Optus Response Letter.pdf	116



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 276234518

Date Generated: 16 Jul 2026



For all Optus DBYD plan enquiries –
Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208



Job ID 53710295

Queensland Urban Utilities

Referral

276234521

Member Phone

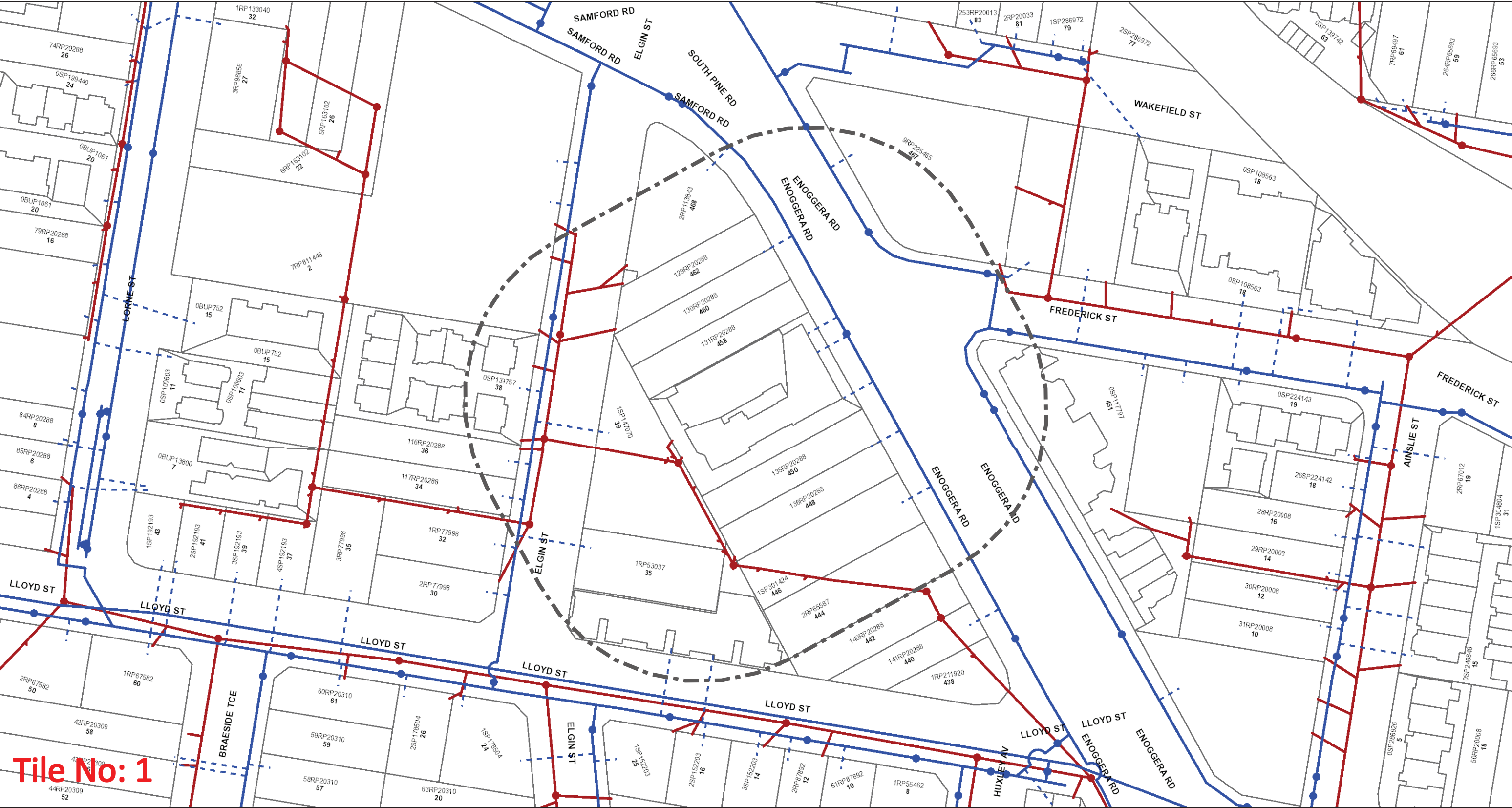
13 26 57

Responses from this member

Response received Thu 16 Jul 2026 12.25pm

File name	Page
Response Body	129
276234521 - Urban Utilities Plan.pdf	131
Urban Utilities Important Information.pdf	132

Urban Utilities - Water, Recycled Water and Sewer Infrastructure





Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure

BYDA Reference No: 276234521

Date BYDA Ref Received: 16/07/2026
Date BYDA Job to Commence: 16/07/2026
Date BYDA Map Produced: 16/07/2026

This Map is valid for 30 days Produced By: Urban Utilities

Sewer	Water	Recycled Water
● Infrastructure	● Infrastructure	● Infrastructure
◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure
— Network Pipelines	— Network Pipelines	— Network Pipelines
▨ Network Structures	▨ Network Structures	▨ Network Structures
	--- Water Service (Indicative only)	

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]

For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7).
www.urbanutilities.com.au

ABN 86 673 835 011

Job ID 53710295

Telstra QLD South East

Referral

276234523

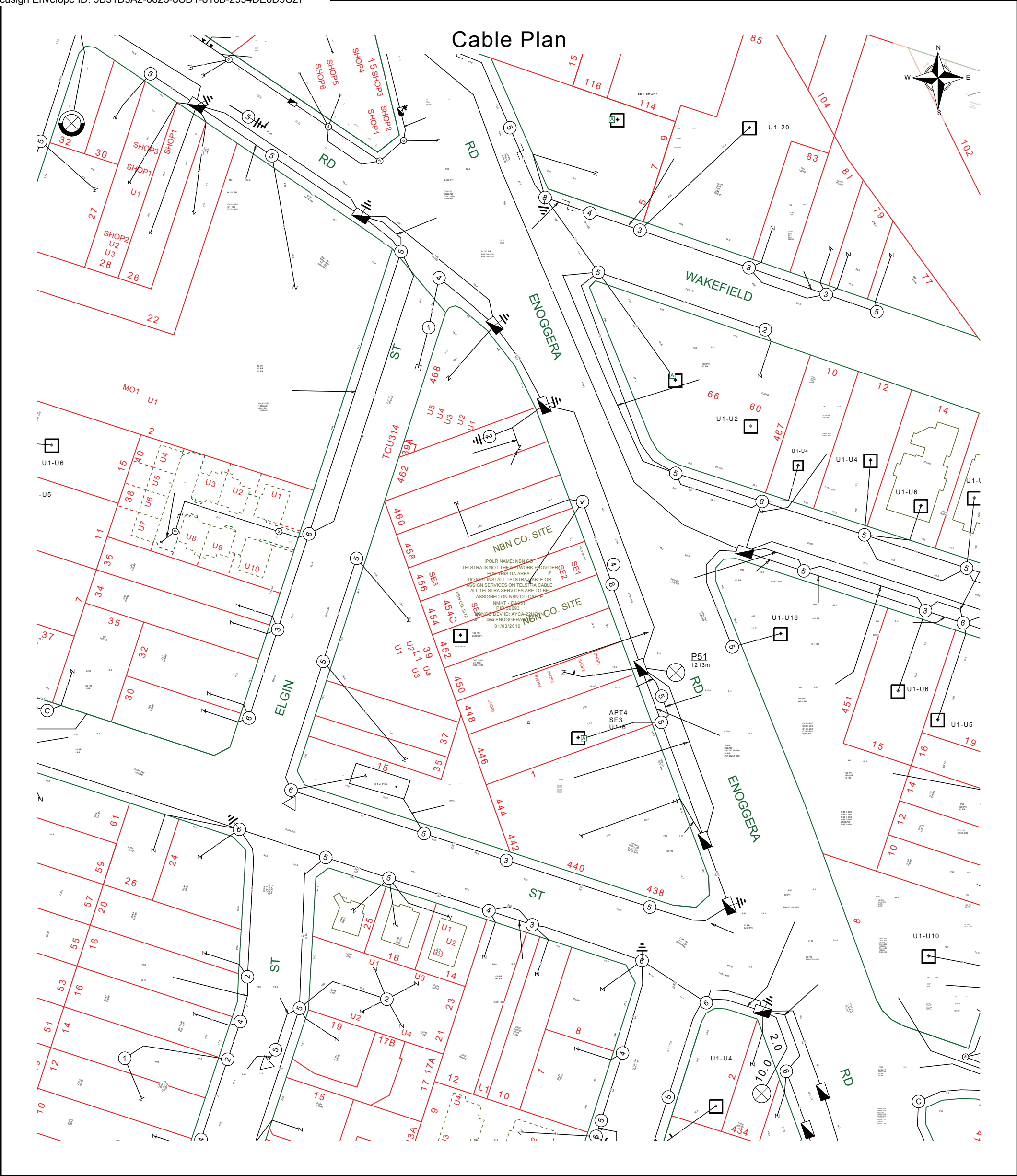
Member Phone

1800 653 935

Responses from this member

Response received Thu 16 Jul 2026 12.31pm

File name	Page
Response Body	134
276234523.pdf	136
AccreditedPlantLocators 2026-06-10a.pdf	138
Telstra Duty of Care v32.0c.pdf	139
Telstra Map Legend v4_0c.pdf	141

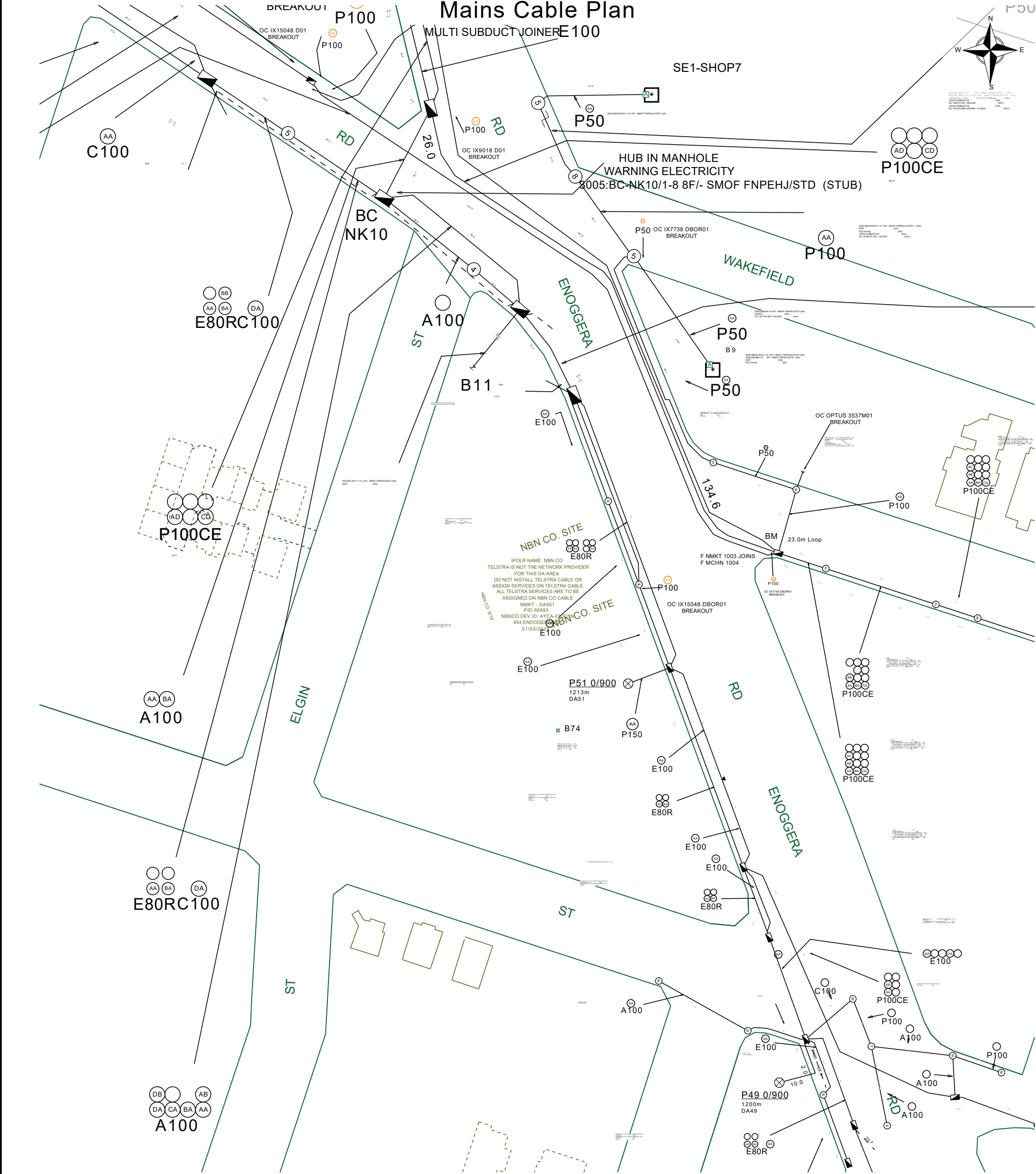


	Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 276234523
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 16/07/2026 12:29:48		CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



	Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 276234523
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 16/07/2026 12:29:55		CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Job ID 53710295

TPG Telecom (QLD)

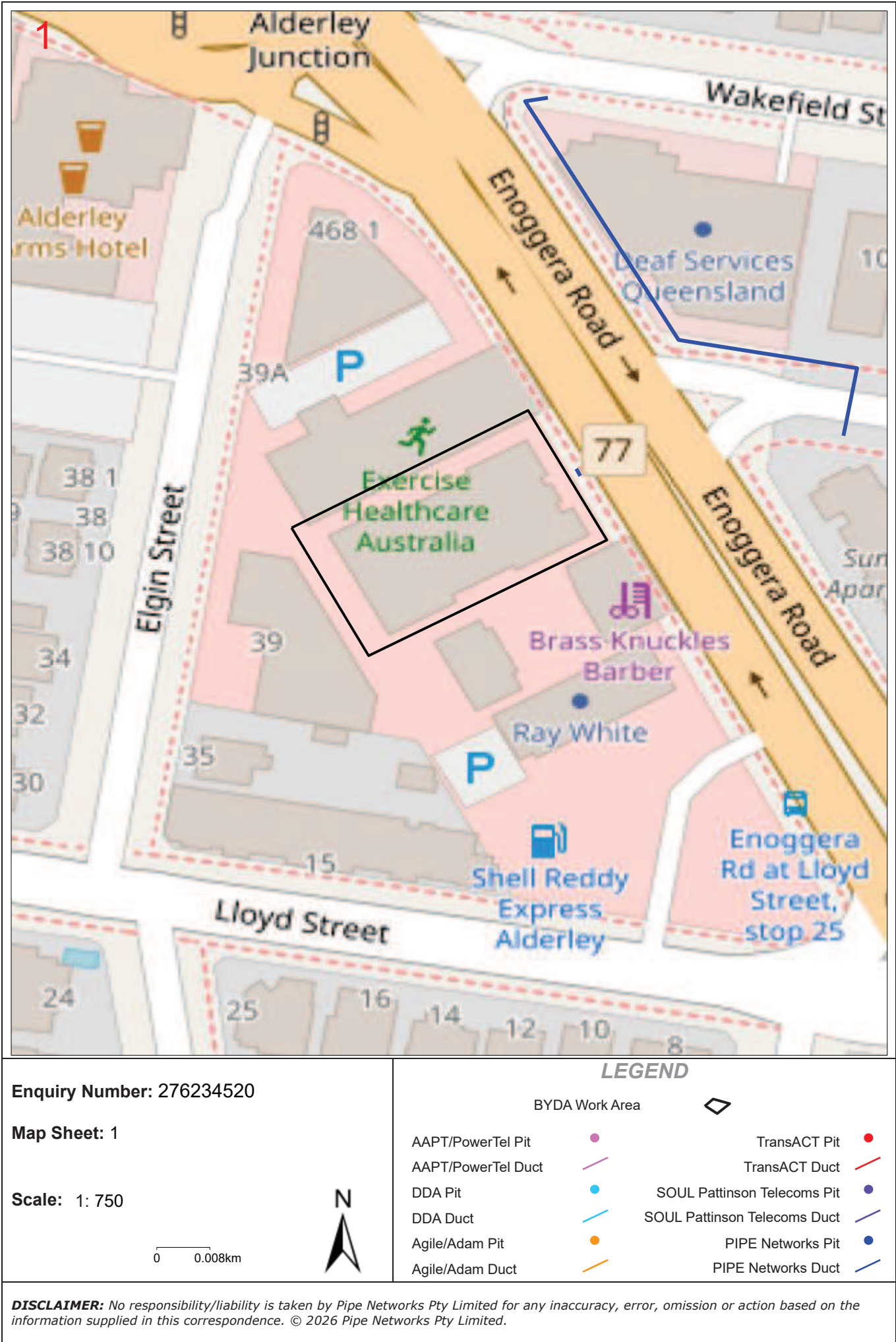
Referral
276234520

Member Phone
1800 786 306

Responses from this member

Response received Thu 16 Jul 2026 12.25pm

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

Property Address

45/454 ENOGGERA RD ALDERLEY 4051

Parcel Details

Lot No and Plan: Lot 45 on SP277577

Full Property Holding:
Lot 45 on SP277577

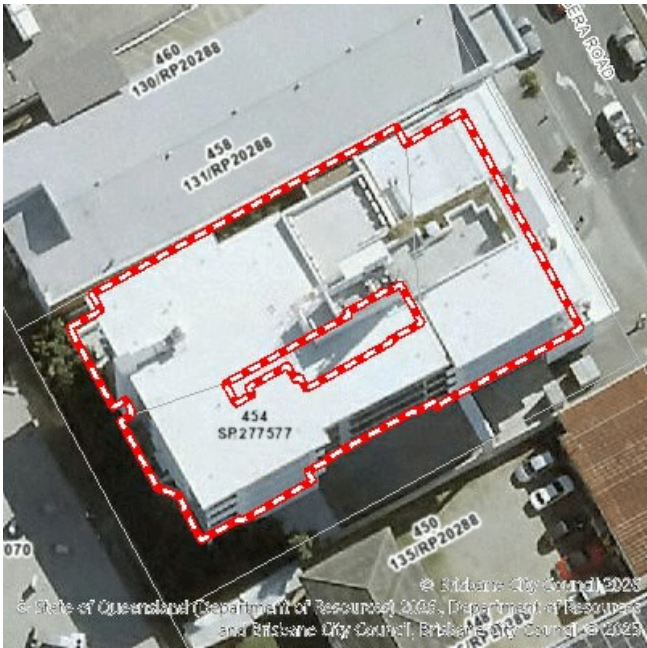
Title Area *: 56 m²

Ward: ENOGGERA

PDF Maps GRID Reference: Map 20

* refer NOTES below

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



Zones

Name	Description
DC1 District centre (District)	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	Description
Enoggera district neighbourhood plan	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	Description
Airport environs overlay	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	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. The Bicycle network overlay includes: • 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	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. The Community purposes network overlay includes the following sub-categories: • 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 Refer to the Community purposes network map to see which sub-categories are relevant to specific properties.
Critical infrastructure and movement network overlay	For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service. The Critical infrastructure and movement network overlay identifies critical assets and movement networks. Refer to Part 8 in the City Plan 2014. The Critical infrastructure and movement network overlay includes: • Critical assets sub-category • Critical infrastructure and movement planning area sub-category
Critical infrastructure and movement planning area sub-category	Refer to the overlay map to see which sub-categories are relevant to specific properties. Critical infrastructure and movement planning area sub-category of the Critical infrastructure and movement network overlay.

Name	Description
Road hierarchy overlay	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. The Road hierarchy overlay includes: • 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 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.
Streetscape hierarchy overlay	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: • 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 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.
Transport air quality corridor overlay	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: • Transport air quality A sub-category • Transport air quality B sub-category • Tunnel ventilation stack sub-category Refer to the overlay map to see which sub-categories are relevant to specific properties.

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: • 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. The Long term infrastructure plans Other plan map for the Stormwater network includes the following types of items: • Bioretention swale • Land • Natural channel • Pipe (new) • Pipe (relief drainage) • Culvert • Stormwater quality improvement device • Rehabilitation • Backflow prevention device Refer to the Other plan map for Stormwater network to see which items are relevant to specific properties. For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service.

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



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 1031655

Date: 09/07/2026

Search Request reference: 200103228

Applicant details

Applicant: Erika Chen

erika@gracehomeconveyancing.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 45 on Plan SP277577 at Unit 45 454 Enoggera Rd, Alderley Qld 4051 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51180766 EMR Site Id: 09 July 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 45 Plan: SP277577
45/452 ENOGERA RD
ALDERLEY

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

No results found.

Search for

454 ENOGGERA RD

Submit

Date of order	Order	Address
14/07/2026	NDR198-25 (PDF, 358.8 KB)	218 Toohey Road TARRAGINDI QLD 4121
06/07/2026	NDR021-25 (PDF, 48.6 KB)	37 Hinkler Parade MAROOCHYDORE QLD 4558
29/06/2026	NDR159-25 (PDF, 285.8 KB)	52 Sunbird Chase PARREARRA QLD 4575
26/06/2026	NDR139-25 (PDF, 490.3 KB)	102 Dickson Way POINT LOOKOUT QLD 4183
26/06/2026	NDR059-25 (PDF, 90.5 KB)	2 Karingal Court MOUNT COOLUM QLD 4573
25/06/2026	NDR233-25 (PDF, 300.2 KB)	166 The Esplanade POINT VERNON QLD 4655
25/06/2026	NDR235-25 (PDF, 300.2 KB)	166 The Esplanade POINT VERNON QLD 4655
17/06/2026	NDR193-24 (PDF, 42.7 KB)	4 Yandilla Street NEWTOWN QLD 4350
12/06/2026	NDR082-23 (PDF, 151.2 KB)	102 Cochrane Street RED HILL QLD 4059

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Thursday, 9 July 2026 2:16 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - HG-26/11834

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

DANIEL WILLIAM COLES

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 26/6/2026.

Queensland Civil and Administrative Tribunal

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InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Thursday, 9 July 2026 2:16 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - HG-26/11834

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

SUMMA ROSE COLLESS

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

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This information is current as at 26/6/2026.

Queensland Civil and Administrative Tribunal

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

Queensland Heritage Act 1992
Section 33(1)(b) Certificate of Affect

Certificate number:	COA-010186	Result number	1 of 1
Date of issue:	09-Jul-2026	Receipt No:	7126811
Client Reference	HG-26/11834		
Requested by:	InfoTrack PTY LTD PO Box 10314, Adelaide Street Brisbane QLD 4001 qldsearching@infotrack.com.au 30404010		

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place or area is affected by: entry in the Queensland Heritage Register (QHR) as a State heritage place or protected area, a heritage agreement, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None

Place Name: None

Lot: 45 Plan: SP277577

Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search, please contact the Planning and Heritage Branch on 13 QGOV (137 468) or heritage@detsi.qld.gov.au.

Issued by the Chief Executive's delegate under the *Queensland Heritage Act 1992*

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Pool Register

Property location

Show Map

Address

452 ENOGERA RD, ALDERLEY QLD 4051

Lot on plan (RPD)

9999/SP/277577

Council

BRISBANE CITY

Details

No pools are registered for this property.

Back

Register pool

Contact Us

Get in touch for enquiries, feedback, complaints and compliments.

Phone: 139 333

Contact us

Terms & conditions

Privacy policy

Help and support

FAQ

Cultural acknowledgement

We pay our respects to the Aboriginal and Torres Strait Islander ancestors of this land, their spirits and their legacy. The foundations laid by these ancestors — our First Nations peoples — give strength, inspiration and courage to current and future generations towards creating a better Queensland.

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Queensland Government



Brisbane City Council
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Brisbane for
Business

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Thank you. If you need to contact Council to discuss this request phone Council on [07 3403 8888](tel:0734038888) and quote your customer reference number **23856532**.

The displayed results show the information that currently exists in Council records. Council guarantees that the balance shown is accurate as of the search date only. It is important to note that Council cannot anticipate any transactions initiated by financial institutions that may affect the future account balance. If the settlement date changes you must perform this enquiry again.

Summary	
Last Bill Nett Amount Payable	\$616.75
Last Bill Due Date	03/08/2026
Balance Outstanding (to 30/09/2026 including applicable interest to 28/08/2026)	\$621.88
Requested Information	
Request date	16/07/2026 12:19
Lot on Plan	L.45/SP.277577
Settlement Date	28/08/2026
The settlement date is used for interest calculation purposes only.	
Rate Account Details	
Rate Account Number	500000005465368
Real Property Description	L.45 SP.277577 PAR ENOGERA 20/1000
Property Address(es)	• LOCALE@ALDERLEY 45/454 ENOGERA RD, ALDERLEY QLD 4051
Last Bill Details	
Issue Date	03/07/2026
Due Date	03/08/2026
Billed Period	01/07/2026 - 30/09/2026
Opening Balance	\$2.98
Brisbane City Council Rates & Charges	\$546.81
Brisbane City Council Miscellaneous Charges	\$1.98
State Government Charges	\$65.00
Gross:	\$616.77
Discount: (if payment received by 03/08/2026)	-\$0.02

Nett:	\$616.75
Subsequent to Bill	
Interest	\$5.11
Balance of payments or charges subsequent to bill:	\$5.11
Balance Outstanding	
Balance Outstanding (to 30/09/2026 including applicable interest to 28/08/2026)	\$621.88

If this account is in arrears phone Council on [07 3403 8888](tel:0734038888) for further information on interest charges.



Urban Utilities
ABN 86 673 835 011

Water and Sewerage
Quarterly Account

Account Enquiries 13 26 57
Faults and Emergencies 13 23 64
www.urbanutilities.com.au

QUUR63_A4B/E-1/S-1/I-1/
DANIEL WILLIAM COLES & SUMMA ROSE COLLESS

Property Location: 45
454 ENOGGERA ROAD
ALDERLEY 4051

Customer reference number	10 1124 0202 0000 8
Bill number	1124 0202 18
Date issued	09/06/2026
Total due	\$1,328.50
Current charges due date	15/07/2026

Your water usage

Water usage (kL)	17
Days charged	86

Average daily water usage (litres)

Current period	198
Same period last year	200

Account Summary Period 02/03/2026 - 26/05/2026

Your Last Account

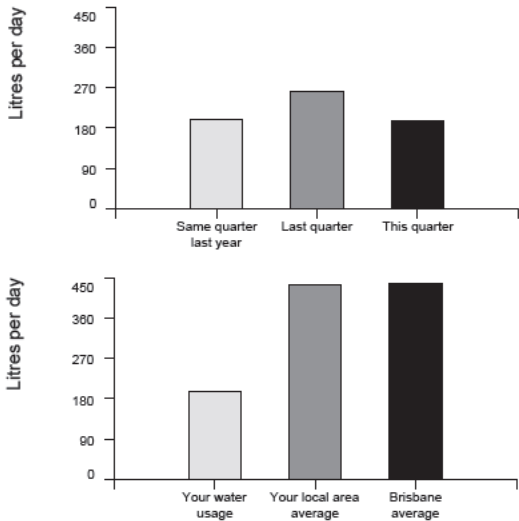
Amount Billed	\$410.21
Amount Paid	\$0.00

Your Current Account

Interest On Overdue Balance	\$40.23
Overdue Balance	\$983.50
Current Charges	\$304.77

Total Due	\$1,328.50
-----------	------------

If full payment is not received by the due date, simple interest (at an annual interest rate of 11%) will apply to each outstanding transaction.



YOUR BILL COVERS SO MUCH MORE THAN
JUST THE WATER YOU USE *Scan to learn more*



Payment options



Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit



Telephone and internet banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
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Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge. We accept Mastercard or Visa credit cards.



By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.



Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124



In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid	
Date paid	
Receipt number	

YOUR CHARGES for 02/03/2026 - 26/05/2026 (86 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ABG1601487	02/03/2026	547		
	27/05/2026	564	17kL	

Water Usage

State bulk water price

State Bulk Water Charge 2025/26	17kL @ \$3.517000/kL	\$59.78
---------------------------------	----------------------	---------

Urban Utilities distributor-retailer price

Tier 1 usage 2025/26	17kL @ \$0.981000/kL	\$16.67
Subtotal		\$76.45

Water Services

Urban Utilities water service charge

Water service charge 2025/26	86 days	\$59.68
Subtotal		\$59.68

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2025/26	86 days	\$168.64
Subtotal		\$168.64

Water usage \$76.45

Water services \$59.68

Sewerage services \$168.64

Your total charges 02/03/2026 - 26/05/2026 \$304.77

Customer ref. no. 10 1124 0202 0000 8

45
454 ENOGERA ROAD
ALDERLEY 4051



Your usage was 17 kilolitres.

That's an average of 198 litres per day.



NEED HELP UNDERSTANDING YOUR BILL?

Learn about each item on your bill and the services it helps pay for

SCAN HERE



INTERPRETER SERVICE 13 14 50

当您需蒙口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50
© Urban Utilities 2026

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.



Water and Sewerage Account
In Person / Mail Payment Advice
Name: DANIEL WILLIAM COLES
& SUMMA ROSE COLLESS



Billers Code: 112144
Ref: 10 1124 0202 0000 8



BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au



*4001 101124020200008



Current charges due date
15/07/2026

For Credit Urban Utilities

Trans Code

831

User ID

066840

Customer Reference No.

101124020200008

Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD



Date

Cash

Teller Stamp
& Initials

Cheques

Total Due

\$ 1328.50

+757+

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
 09/07/2026 13:31 COMMUNITY TITLES SCHEME SEARCH STATEMENT
 Request No: 56820809

Scheme Name: LOCALE@ALDERLEY COMMUNITY TITLES SCHEME 49112

Body Corp. Addr: CAPITOL BODY CORPORATE ADMINISTRATION
 PO BOX 326
 ALDERLEY QLD
 4051

COMMUNITY MANAGEMENT STATEMENT No: 49112

Title	Lot	Plan
51057919	CP	SP 277577
51057920	1	SP 277577
51057921	2	SP 277577
51057922	3	SP 277577
51057923	4	SP 277577
51057924	5	SP 277577
51057925	6	SP 277577
51057926	7	SP 277577
51057927	8	SP 277577
51057928	9	SP 277577
51057929	10	SP 277577
51057930	11	SP 277577
51057931	12	SP 277577
51057932	13	SP 277577
51057933	14	SP 277577
51057934	15	SP 277577
51057935	16	SP 277577
51057936	17	SP 277577
51057937	18	SP 277577
51057938	19	SP 277577
51057939	20	SP 277577
51057940	21	SP 277577
51057941	22	SP 277577
51057942	23	SP 277577
51057943	24	SP 277577
51057944	25	SP 277577
51057945	26	SP 277577
51057946	27	SP 277577
51057947	28	SP 277577
51057948	29	SP 277577
51057949	30	SP 277577
51057950	31	SP 277577
51057951	32	SP 277577
51057952	33	SP 277577
51057953	34	SP 277577
51057954	35	SP 277577
51057955	36	SP 277577
51057956	37	SP 277577
51057957	38	SP 277577
51057958	39	SP 277577
51057959	40	SP 277577
51057960	41	SP 277577
51057961	42	SP 277577

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
09/07/2026 13:31 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 56820809

Title	Lot	Plan
51057962	43	SP 277577
51057963	44	SP 277577
51057964	45	SP 277577
51057965	46	SP 277577
51057966	47	SP 277577

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717514325

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 30

Duty Imprint

**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

2. Lot on Plan Description

LOT 132 ON RP 20288
LOT 133 ON RP 20288
LOT 134 ON RP 20288

Title Reference

13608096
13608096
12837137

3. Registered Proprietor/State Lessee

FTTOA PTY LTD ACN 093 572 000

4. Interest

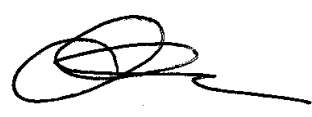
NOT APPLICABLE

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 applicant14.9.16
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

49112

This statement incorporates and must
include the following:

- Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme	2. Regulation module		
LOCALE@ALDERLEY COMMUNITY TITLES SCHEME	ACCOMMODATION MODULE		
3. Name of body corporate			
BODY CORPORATE FOR LOCALE@ALDERLEY COMMUNITY TITLES SCHEME			
4. Scheme land			
Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF LOCALE@ALDERLEY COMMUNITY TITLES SCHEME	STANLEY	ENOGERA	TO ISSUE FROM 13608096 and 12837137
LOTS 1 - 47 on SP277577	STANLEY	ENOGERA	TO ISSUE FROM 13608096 and 12837137
5. #Name and address of original owner	6. Reference to plan lodged with this statement		
FTTOA Pty Ltd ACN 093572000 as trustee for the JMS Trust care of PO BOX 658, Paddington Qld 4064	SP277577		
# first community management statement only			
7. Local Government community management statement notation			
<i>Rita Kelly</i> signed <i>Rita Kelly, Team Manager, Express Services, Delegate</i> name and designation <i>Brisbane City Council</i> name of Local Government			
8. Execution by original owner/Consent of body corporate			

28/07/16
Execution Date

[Signature]
SOLE DIRECTOR
FTTOA PTY LTD
ACN 093572000 *Execution

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

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

Page 6 of 28

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
-------------------	----------------

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 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.

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- (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

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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

Title Reference

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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

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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**

Title References

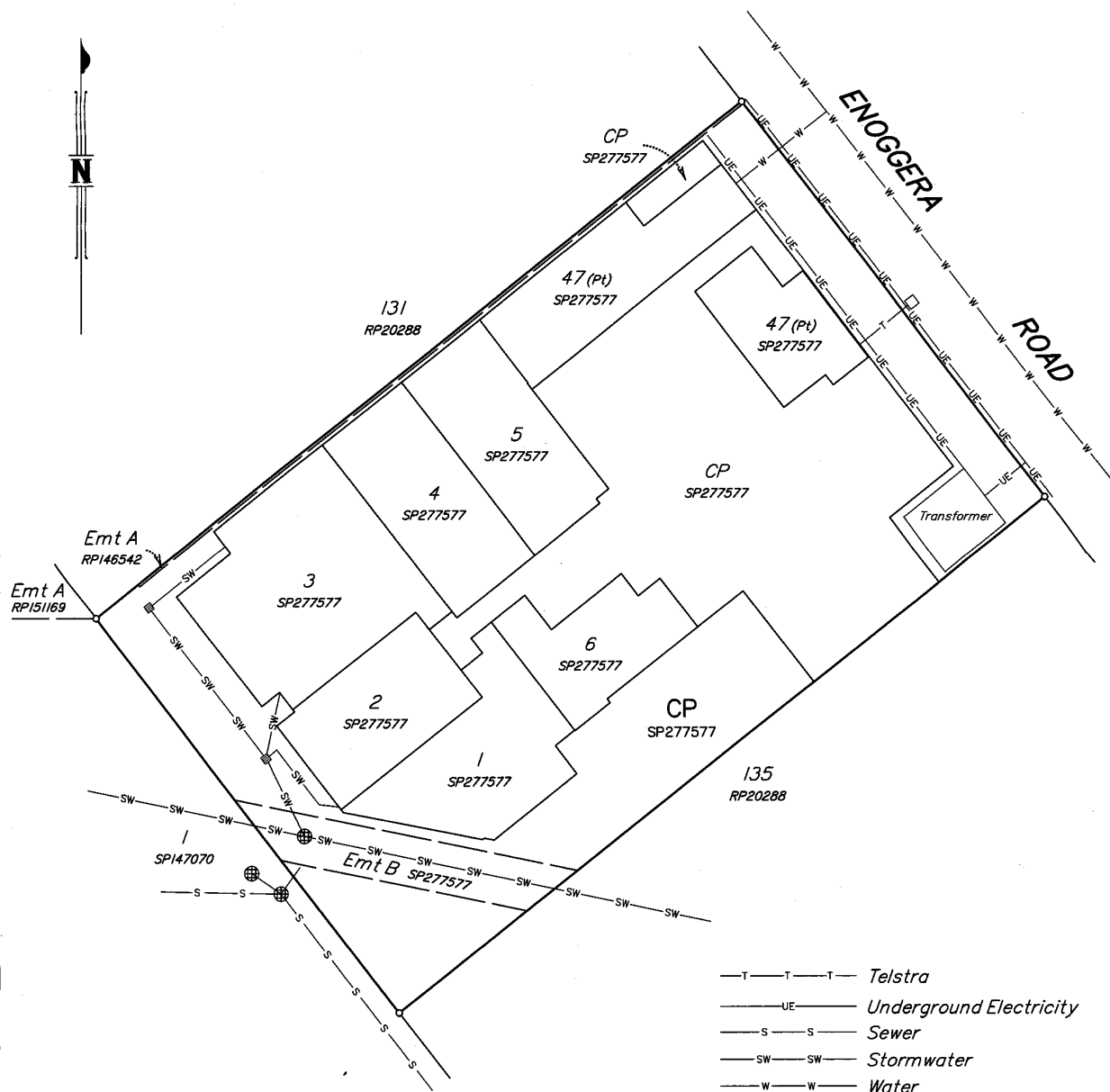
SERVICES LOCATION DIAGRAM 'A'

For Lots 1-47 & Common
Property on SP277577

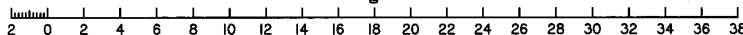
Locality of ALDERLEY

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:



Scale 1:250 - Lengths are in Metres.



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

Mackay
PO Box 11711, Mackay Queensland Q.D. 4740
Ph: 1500 278 783
mackay@dtsgroup.com.au



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

Scale 1:250

Date: 5/07/2016
Surveyor: AC
Drawn: AnV
Job No: BNE140679
Acad: B140679Sld1.dwg
A3 4795/A

SHEET

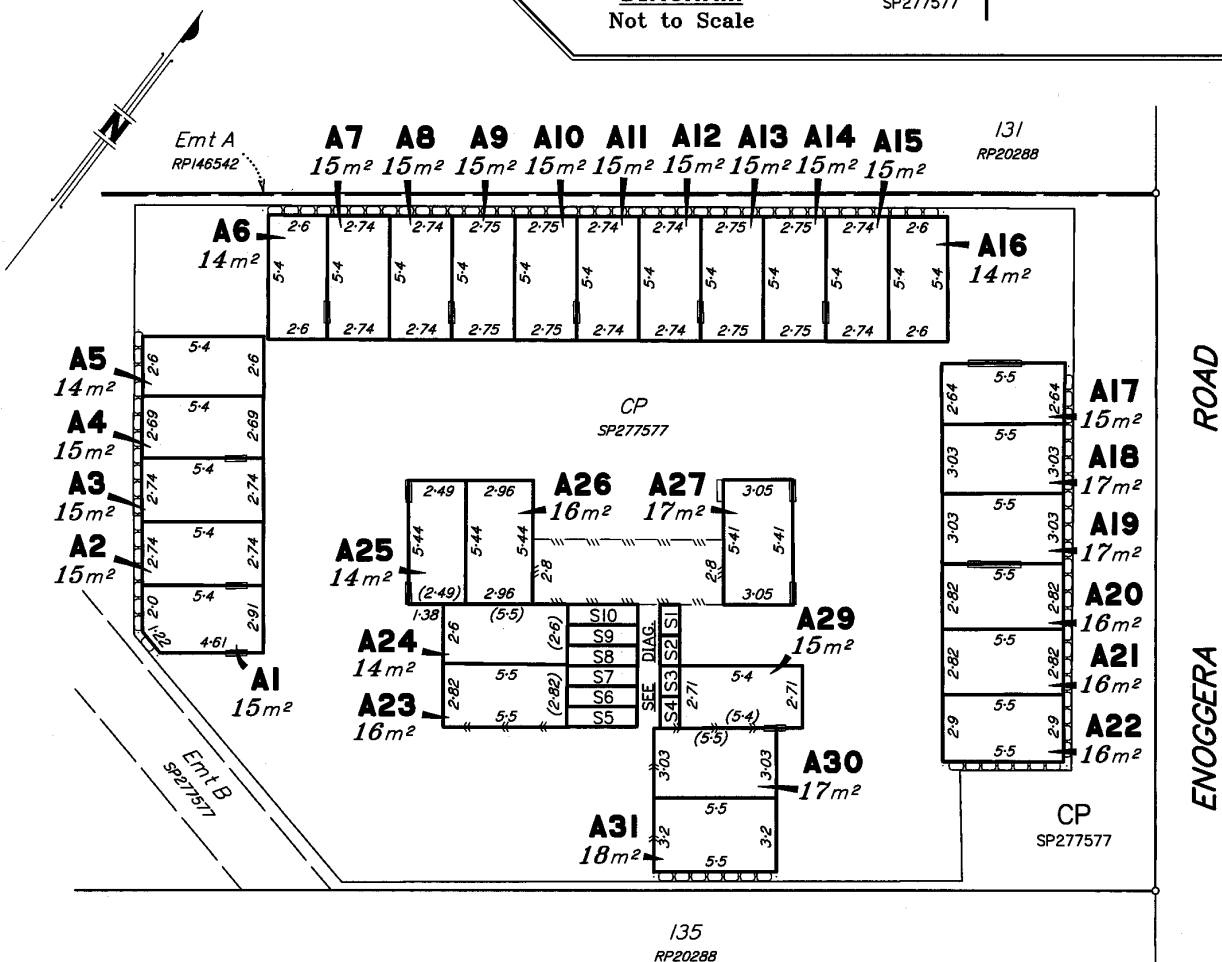
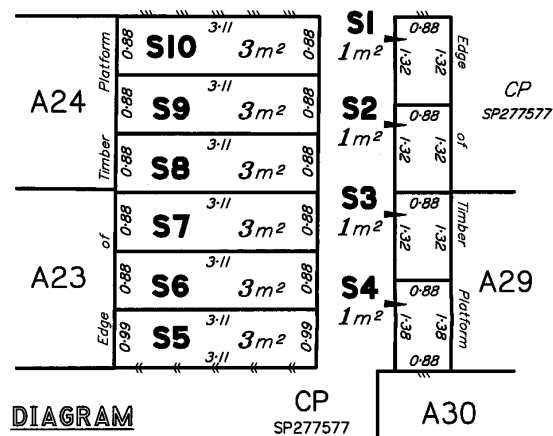
Title References

**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: ————w w———
8. Centreline of Column where shown: ————|———
9. Face of Column where shown: ————|———
10. Alignment of Pier Projection where shown: ————o o o o———



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



Director

Director

8-8-16
Date

Scale 1:200 - Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

Scale 1:200

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

SHEET

dts urban planning, surveying
& development

Brisbane
PO Box 3126, West End QLD 4101
Ph: 07 3116 0000
bne@dtsplanning.com.au

Machey
PO Box 11711, Mackay Queensland QLD 4740
Ph: +61 7 402 278 793
machey@dtsplanning.com.au



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

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: ————w w———
8. Centreline of Column where shown: ————||———
9. Face of Column where shown: ————||———
10. Alignment of Pier Projection where shown: ○○○○

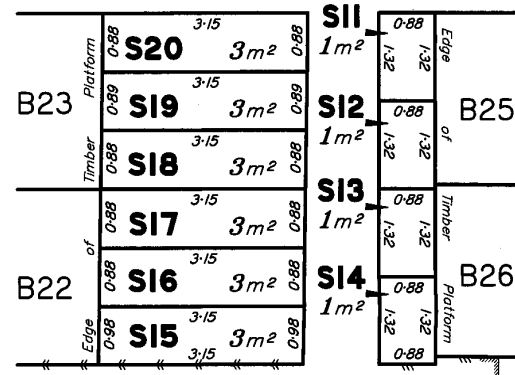
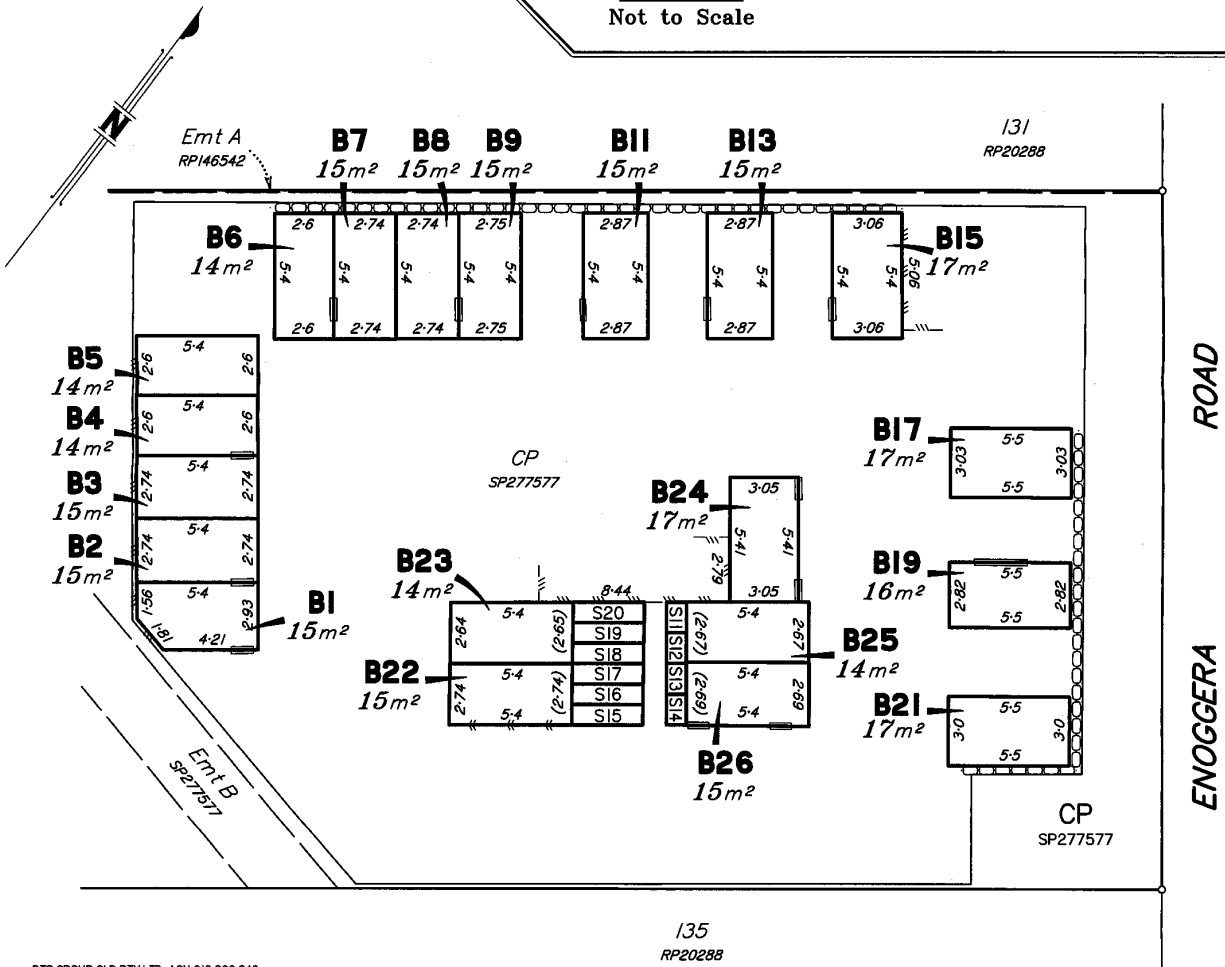


DIAGRAM
Not to Scale

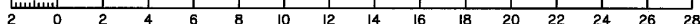


DTS GROUP QLD PTY LTD. ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



8-8-16
Date

Scale 1:200 - Lengths are in Metres.



Scale 1:200

dts urban planning, surveying
& development
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PO Box 3128, West End QLD 4101
Ph: 07 3118 2000
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Mackay

PO Box 11711, Mackay Campus QLD 4740
Ph: 1300 278 782
mackay@dtsgroup.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: 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.

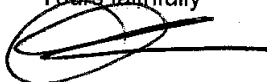
We refer to the Form 14 Request to Register a First CMS, plan and easement enclosed with this letter.

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@klgates.com

T +61 7 3233 1244

Contact: Elysia Panter
elysia.panter@klgates.com

T +61 7 3233 1279

Our ref: pantere.dennyw.7501023.00026



15 July 2026

LOCALE@ALDERLEY CTS 49112
Registered for GST

ABN 42 958 454 929

Tax InvoiceGrace Home Conveyancing
10/144 Edward Street
BRISBANE QLD 4000**Ref****Re** Lot 45 LOCALE@ALDERLEY CTS 49112**Fee** 84.10 **Paid**

Above Fee includes GST

Legal Action

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 976679842Biller Code 74625
StrataPay Ref 976679842

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 15/07/2026

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: **45**

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: 20
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 45 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	04/03/26
01/12/25 to 28/02/26	01/12/25	825.00	825.00	04/03/26
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 **\$2,190.00**
Amount Unpaid including amounts billed not yet due **\$2,190.00**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **45** 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	04/03/26
01/12/25 to 28/02/26	01/12/25	310.80	310.80	04/03/26
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	\$178.40
			Amount Unpaid including amounts billed not yet due	\$178.40

Special contributions - Administrative Fund (IF ANY)

Date determined: **16/12/25** (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: (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	04/03/26
01/02/26	6,000.00	6,000.00	04/03/26
01/05/26	6,000.00	6,000.00	
01/08/26	5,408.00	5,408.00	

Amount overdue **\$6,000.00**

Amount Unpaid including amounts billed not yet due **\$11,408.00**

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	220.00	220.00	04/03/26
Insurance Levy	01/12/25 to 28/02/26	01/12/25	220.00	220.00	04/03/26
Insurance Levy	01/03/26 to 31/05/26	01/03/26	164.00	164.00	
Insurance Levy	01/06/26 to 31/08/26	01/06/26	164.00	164.00	
Insurance Levy	01/09/26 to 30/11/26	01/09/26	192.00	192.00	
Insurance Levy	01/12/26 to 28/02/27	01/12/26	192.00	192.00	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
Other	Other	832.50		832.50

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$2,368.40
Special contributions	\$6,000.00
Other contributions	\$328.00
Other payments	\$832.50
Penalties	\$802.05
Total amount overdue (Total Amount Unpaid including not yet due \$15,738.95)	\$10,330.95

(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): \$ 357,450.64

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	19,372,855.00	26,840.44	16/09/26	\$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	16/09/26	
COMMON CONTENTS CHU Underwriting Agencies	HU0000018867	193,729.00	Included	16/09/26	
LOSS OF RENT CHU Underwriting Agencies	HU0000018867	2,905,928.00	Included	16/09/26	
FIDELITY GUARANTEE CHU Underwriting Agencies	HU0000018867	250,000.00	Included	16/09/26	
VOLUNTARY WORKERS CHU Underwriting Agencies	HU0000018867	300,000/3,000	Included	16/09/26	
OFFICE BEARERS CHU Underwriting Agencies	HU0000018867	5,000,000.00	Included	16/09/26	
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0000018867	100,000.00	Included	16/09/26	\$1,000 all claims
CATASTROPHE CHU Underwriting Agencies	HU0000018867	5,811,856.00	Included	16/09/26	
EXT COVER - RENT/TEM CHU Underwriting Agencies	HU0000018867	871,778.00	Included	16/09/26	
ESC IN COST OF TEMP CHU Underwriting Agencies	HU0000018867	290,592.00	Included	16/09/26	
STORAGE/EVACUATION CHU Underwriting Agencies	HU0000018867	290,592.00	Included	16/09/26	
GOVERNMENT AUDIT COS CHU Underwriting Agencies	HU0000018867	25,000.00	Included	16/09/26	
WH&S APPEAL EXPENSES CHU Underwriting Agencies	HU0000018867	100,000.00	Included	16/09/26	
LEGAL EXPENSES CHU Underwriting Agencies	HU0000018867	50,000.00	Included	16/09/26	\$1,000 all claims
LOT OWNERS IMPROVEME CHU Underwriting Agencies	HU0000018867	250,000.00	Included	16/09/26	
FLOOD CHU Underwriting Agencies	HU0000018867	Insured	Included	16/09/26	\$10,000 all claims
COMMISSION CHU Underwriting Agencies	HU0000018867	3,919.30	Included	16/09/26	

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: Rivercity Realty Services Pty Ltd

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

Yes - Name of authorised letting agent: Rivercity Realty Services 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 15/07/2026

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 15 JULY 2026

	ACTUAL 15/07/2026	ACTUAL 31/08/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	26,995.61	6,577.11
Sinking Fund	357,450.64	319,223.04
<u>TOTAL</u>	<u>\$ 384,446.25</u>	<u>\$ 325,800.15</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash On Hand	(31,780.20)	0.00
Cash At Bank	373,040.03	335,832.92
Prepaid Expenses	0.00	2,806.39
Prepaid Insurance	0.00	1,922.80
Levies In Arrears	55,499.04	2,385.18
Other Arrears	6,819.18	1,757.07
Sundry Debtors	419.26	494.26
Secondary Debtors	13,998.48	28,406.23
<u>TOTAL ASSETS</u>	<u>417,995.79</u>	<u>373,604.85</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	(917.01)	(3,394.43)
Arrears Clearing Acc	57.20	0.00
Creditors	(23,291.00)	5,628.31
Accruals	0.00	3,616.30
Levies In Advance	73,590.45	35,332.52
Other Payments In Advance	0.00	6,622.00
Unallocated Funds	(15,890.10)	0.00
<u>TOTAL LIABILITIES</u>	<u>33,549.54</u>	<u>47,804.70</u>
<u>NET ASSETS</u>	<u>\$ 384,446.25</u>	<u>\$ 325,800.15</u>

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452-454 Enoggera Road Alderley Qld 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 15 JULY 2026

	ACTUAL	BUDGET	ACTUAL
	01/09/25-15/07/26	01/09/25-31/08/26	01/09/24-31/08/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	174,545.46	192,000.00	150,000.00
Insurance Levy	34,909.10	38,400.00	35,527.28
Interest On Overdue Levies	8,176.46	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>	217,732.84	207,360.00	186,921.36
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges (Gst Incl)	282.86	200.00	188.77
Bas Preparation Fee	930.00	1,300.00	1,240.00
Cleaning Supplies	907.95	2,100.00	2,027.09
Cleaning Bins	200.00	0.00	0.00
Community Power	8,633.19	11,500.00	10,818.77
Community Power - Gov. Rebate	(75.00)	0.00	(725.00)
Debt Collection Fees	291.64	0.00	0.00
Fees & Permits	1,208.50	1,000.00	987.89
Fire Protection	7,707.47	4,800.00	4,703.85
Income Tax Returns	777.27	300.00	295.00
Insurance	44,735.32	42,000.00	36,495.99
Insurance-Stamp Duty	3,855.42	3,500.00	3,316.84
R & M - Building General	2,247.55	4,000.00	316.07
R & M - Doors	1,200.00	500.00	0.00
R & M - Plumbing	3,130.00	1,000.00	1,000.00
R & M - Grounds Contractor	0.00	1,000.00	604.59
R & M - Lifts	13,747.59	9,000.00	8,405.46
R & M - Electrical	287.50	1,000.00	0.00
Management Fees	6,725.23	8,289.90	8,289.90
Management Fees Additional Svc	3,896.11	3,000.00	3,286.56
Maintenance Co-Ordination	495.00	0.00	0.00
Pest Control	180.00	200.00	180.00
Disbursements	3,519.00	3,200.00	3,150.98
Stratamax License Fee	313.35	376.00	375.96
Resident Manager Contract	89,986.31	110,518.00	107,299.00
Resident Unit Manager Outlays	243.05	0.00	0.00
Sinking Fund Analysis	0.00	1,063.00	0.00
Telephone	25.18	500.00	486.88
Water Rates	107.94	1,500.00	(360.17)
Workplace Health & Safety	1,755.91	0.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	197,314.34	211,846.90	192,384.43
<u>SURPLUS / DEFICIT</u>	\$ 20,418.50	\$ (4,486.90)	\$ (5,463.07)

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452-454 Enoggera Road Alderley Qld 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 15 JULY 2026

	ACTUAL	BUDGET	ACTUAL
	01/09/25-15/07/26	01/09/25-31/08/26	01/09/24-31/08/25
Opening Admin. Balance	6,577.11	6,577.11	12,040.18
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 26,995.61</u>	<u>\$ 2,090.21</u>	<u>\$ 6,577.11</u>

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452-454 Enoggera Road Alderley Qld 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 15 JULY 2026

	ACTUAL 01/09/25-15/07/26	BUDGET 01/09/25-31/08/26	ACTUAL 01/09/24-31/08/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	36,363.64	40,000.00	55,581.82
Special Sinking Fund Levy	818,181.81	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>	854,545.45	1,116,722.73	134,125.80
<u>EXPENDITURE - SINKING FUND</u>			
Building Repair/Rectification	798,704.32	1,170,395.00	0.00
Fire Equipment	4,178.82	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	1,325.16	0.00	4,260.00
Project Manager	0.00	0.00	11,500.00
Sinking Fund Analysis	934.55	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	816,317.85	1,170,395.00	28,305.45
<u>SURPLUS / DEFICIT</u>	\$ 38,227.60	\$ (53,672.27)	\$ 105,820.35
Opening Sinking Fund Balance	319,223.04	319,223.04	213,402.69
<u>SINKING FUND BALANCE</u>	\$ 357,450.64	\$ 265,550.77	\$ 319,223.04

Certificate Of Completion

Envelope Id: 9B31D9A2-6623-8CD1-816B-2994DE6D9C27

Status: Completed

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Certificate Pages: 2

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Chen Erika

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Signer Events

Daniel William Coles

dancoles86@live.com.au

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

013823027FF54C4...

Signature Adoption: Pre-selected Style

Using IP Address:

2001:8004:5230:16ff:b135:a930:6c40:c66e

Signed using mobile

Timestamp

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Signed: 20 July 2026 | 12:54

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Summa Rose Colless

summacolless85@gmail.com

Security Level: Email, Account Authentication
(None)

Signed by:

9EE5607F836244A...

Signature Adoption: Drawn on Device

Using IP Address: 2a02:26f7:e48c:5704:0:4000:0:c

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

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Timestamp

Carbon Copy Events

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Certified Delivered

Security Checked

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Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	20 July 2026 12:59
Completed	Security Checked	20 July 2026 12:59
Payment Events	Status	Timestamps