



Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller **ANA PETROVSKI and ANTHONY PETER DAMCEVSKI**

Property address
(referred to as the "property" in this statement) **8/8 GORDON STREET, LABRADOR QLD 4215**

Lot on plan description **8/SP165611**

Community titles scheme
or BUGTA scheme:

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

Yes

No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

Yes

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

Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <input style="width: 150px; height: 20px;" type="text"/> » the amount of rent and bond payable: <input style="width: 150px; height: 20px;" type="text"/> » whether the lease has an option to renew: <input style="width: 150px; height: 20px;" type="text"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>1. Telecommunications Cables/Assets in proximity to the B Property (Gordon Street Side) - See BYD Report.</p> </div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input style="width: 100px;" type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (<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>): <div style="border: 1px solid black; padding: 5px; width: fit-content;">Medium Density Residential</div>		
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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount: Date Range:

OR

The property is currently a rates exempt lot.**

OR

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

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

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

Water

Whichever of the following applies—

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

Amount: Date Range:

OR

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

Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. (If Yes, complete the information below)</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Community Management Statement</p>	<p>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.</p> <p>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.</p>	<input checked="" type="checkbox"/> Yes	
<p>Body Corporate Certificate</p>	<p>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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Statutory Warranties</p>	<p>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.</p>		
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Body Corporate Certificate</p>	<p>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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » 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. <p>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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER

Signed by:

Signature of Seller

Signed by:

Signature of Seller

ANA PETROVSKI
Name of Seller

ANTHONY PETER DAMCEVSKI
Name of Seller

3 3 0 6

3 3 0 6

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50529077	Search Date:	18/03/2026 11:12
Date Title Created:	24/11/2004	Request No:	55452652
Previous Title:	12730152		

ESTATE AND LAND

Estate in Fee Simple

LOT 8 SURVEY PLAN 165611

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 33316

REGISTERED OWNER

INTEREST

Dealing No: 724021725 29/04/2025

ANTHONY PETER DAMCEVSKI

1/10

ANA PETROVSKI

9/10

AS TENANTS IN COMMON

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
Deed of Grant No. 10356132 (POR 14)
- MORTGAGE No 724021726 29/04/2025 at 14:34
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

708228311

\$800.50
19/11/2004 15:33

GC 400 NT

Registered

5. Lodged by

Hickey Lawyers
PO Box 5559
GOLD COAST MC QLD 9726
Tel: 5574 1000

GC49

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

1. Certificate of Registered Owners or Lessees.

1/We SEVENTY-SIX THE ESPLANADE PTY LTD
A.C.N. 010 120 199

(Names in full)

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

* as Lessees of this land agree to this plan. *SEVENTY-SIX THE ESPLANADE PTY LTD*

E. Slight R. Hall
Signature of * Registered Owners * Lessees

* Rule out whichever is inapplicable

2. Local Government Approval.

* Council of the City of Gold Coast
hereby approves this plan in accordance with the

INTEGRATED PLANNING ACT 1997

Dated this *16th* day of *November* 2004

David Andrew Lohar
Authorising Officer

* Insert the name of the Local Government
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number : *33316*
Name : **"BROADWATER HAVEN"**

4. References :

Dept File :
Local Govt : *AN3799106101*
Surveyor : *41677*

6. Existing

Title Reference	Lot	Plan	Created	Emis	Road
1298713	245	RP 28604	1-5 & Common Property	A	
12730152	246	RP 28604	6-9 & Common Property	A	

Mortgage Allocation

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
706606569	1-9	

14	1 - 9 & CP
Orig	Lots

7. Portion Allocation :

8. Map Reference :
9542-22341

9. Locality :
LABRADOR

10. Local Government :
GOLD COAST CITY COUNCIL

11. Passed & Endorsed :

By : **BROWN & PLUTHERO PTY.LTD.**
ACN 010 117 236
Date : *20.10.04*
Signed : *L.S. Hamion*
Designation : *Cadastral Surveyor/Director*

DA Date 05/06/2003

12. Building Formal Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads;
* ~~Part of the building shown on this plan encroaches onto adjoining lots and road.~~

L.S. Hamion *20.10.04*
Licensed Surveyor/Director * Date
* delete words not required

13. Lodgement Fees :

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

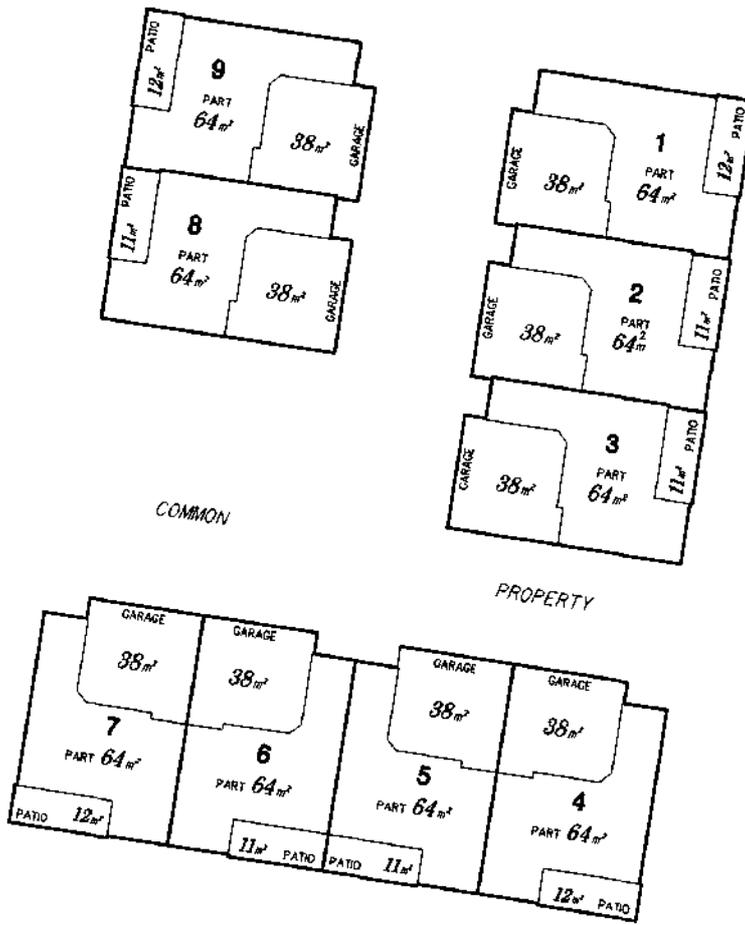
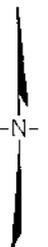
14. Insert Plan Number

SP 165611

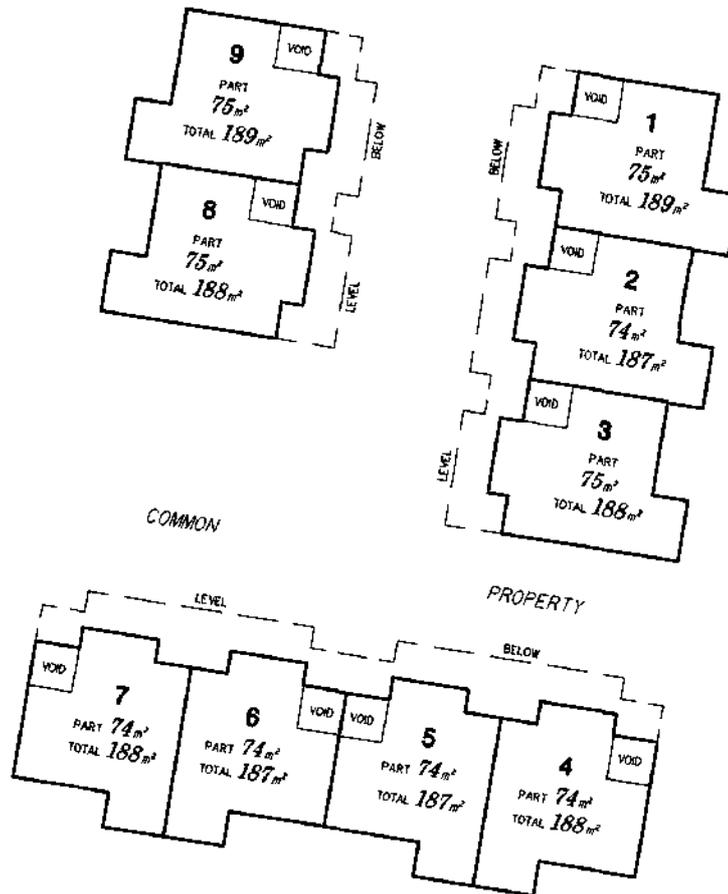
Land Title Act 1994 : Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

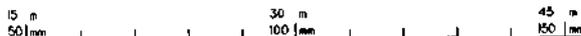
LEVEL A



LEVEL B



SCALE 1:300



State copyright reserved.

Insert Plan Number **SP 165611**



Map Legend

Zone

-  Low density residential
-  Low density residential, Calypso Bay precinct
-  Low density residential, Large lot precinct
-  Medium density residential
-  Medium density residential, Calypso Bay precinct
-  High density residential
-  Centre
-  Neighbourhood centre
-  Neighbourhood centre, West Burleigh historic township precinct
-  Sport and recreation
-  Sport and recreation, Bundall equestrian area precinct
-  Sport and recreation, Bond University precinct
-  Open space
-  Conservation
-  Low impact industry
-  Low impact industry, Future low impact industry precinct
-  Medium impact industry
-  Medium impact industry, Future medium impact industry precinct
-  High impact industry, Future high impact industry precinct
-  High impact industry
-  Waterfront and marine industry
-  Waterfront and marine industry, The Spit marine industry precinct
-  Major tourism
-  Major tourism, Island resorts precinct
-  Major tourism, Sea World precinct
-  Major tourism, The Spit northern tourism precinct
-  Major tourism, The Spit eastern tourism precinct
-  Major tourism, The Spit southern tourism precinct
-  Major tourism, Wildlife park precinct
-  Community facilities
-  Emerging community
-  Emerging community, Upper Coomera precinct
-  Extractive industry
-  Extractive industry, Extractive industry indicative buffer
-  Innovation
-  Innovation, Bond University precinct
-  Innovation, Gold Coast cultural precinct
-  Limited development (constrained land)
-  Mixed use
-  Mixed use, Bermuda Point precinct
-  Mixed use, Fringe business precinct
-  Rural

-  Rural, Rural landscape and environment precinct
-  Rural residential
-  Rural residential, Rural residential landscape and environment precinct
-  Special purpose
-  Special purpose, Special development areas precinct
-  Township
-  Township, Commercial precinct
-  Township, Large lot precinct
-  Unzoned

Conceptual land use boundary



Property boundaries - October 2022



Functional road hierarchy

-  Arterial road
-  Sub-arterial road
-  Distributor road
-  State road

Property adjacent to Pacific Motorway service road

Land at or below 5m AHD



Priority infrastructure area



Cadastre



GENERAL REQUEST

Registration Number

Duty Imprint



708228305

\$105.60
19/11/2004 15:32

GC 460

1. Nature of request	Lodger (Name, address & phone number)	Lodger Code
Request to Record First Community Management Statement for Broadwater Haven	Hickey Lawyers PO Box 5559 GOLD COAST MAIL CENTRE Q 9726 (07) 5574 1000	GC49

2. Lot on Plan Description	County	Parish	Title Reference
Lot 245 on RP 28604 and	Ward	Nerang	12587173
Lot 246 on RP 28640	Ward	Nerang	12730152

3. Registered Proprietor/State Lessee
SEVENTY-SIX THE ESPLANADE PTY LTD ACN 010 120 199

4. Interest
Fee simple

5. Applicant
SEVENTY-SIX THE ESPLANADE PTY LTD ACN 010 120 199

6. Request
I hereby request that: the First Community Management Statement deposited herewith be recorded as the Community Management Statement for Broadwater Haven Community Title Scheme and 102 Queens Street, Southport QLD be recorded as the address for service on the Body Corporate for the Scheme.

7. Execution by applicant

Execution Date

19/11/04

Applicant's or Solicitor's Signature

ROBERT MATTHEW BOSILJEVAC
SOLICITOR

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

33316

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

Office use only
 CMS LABEL NUMBER

1. Name of community titles scheme
 Broadwater Haven

2. Regulation module
 Standard Module

3. Name of body corporate
 Body Corporate for Broadwater Haven Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Broadwater Haven Community Titles Scheme			
Lot 1 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 2 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 3 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 4 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 5 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 6 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 7 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 8 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 9 on SP 165611	Ward	Nerang	To issue from SP 165611

5. Name and address of original owner #
 Seventy-Six The Esplanade Pty Ltd ACN 010 120 199
 19 Nootka Court
 Broadbeach Waters Qld 4218

6. Reference to plan lodged with this statement
 SP 165611

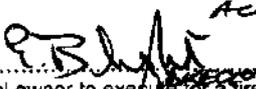
first community management statement only

7. Local Government community management statement notation


David Andrew Lohar signed
 Authorising Officer name and designation
COUNCIL OF THE CITY OF GOLD COAST name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date
 22/10/09

SEVENTY-SIX THE ESPLANADE PTY LTD
 ACN 010 120 199 *Execution

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

Privacy Statement
 The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP 165611	1	1
Lot 2 on SP 165611	1	1
Lot 3 on SP 165611	1	1
Lot 4 on SP 165611	1	1
Lot 5 on SP 165611	1	1
Lot 6 on SP 165611	1	1
Lot 7 on SP 165611	1	1
Lot 8 on SP 165611	1	1
Lot 9 on SP 165611	1	1
TOTAL:	9	9

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Not applicable

SCHEDULE C	BY-LAWS
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1. **Vehicles.**

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee.

2. **Private Roads and Other Common Property.**

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. **Visitors' Car Park.**

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

4. **Obstruction.**

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. **Damage to Lawns etc on Common Property.**

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. **Damage to Common Property.**

An owner or occupier of a lot 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 or any Body Corporate Assets except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him 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, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the

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premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Use of Recreation Facilities.

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

- 7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.
- 7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker.

8. Rules re Recreation Facilities.

The Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

9. Maintenance of Recreation Facilities.

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

10. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorised by the Body Corporate, the Committee or the caretaker.

11. Depositing Rubbish etc on Common Property.

An owner or occupier of a lot 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 owner or occupier of another lot or of any person lawfully using the Common Property.

12. Garbage Disposal.

An owner or occupier of a lot shall:

- 12.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely

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affected by his disposal of garbage; and

- 12.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

13. Appearance of Buildings and Signs.

- 13.1 Subject to By Law 30 and By Law 48 an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Scheme Land. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

14. Inflammable Liquids, Gases or Other Materials.

- 14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 14.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 14.3 An owner or occupier of a lot may operate anywhere within a lot a barbeque (being gas, electric or any other kind).

15. Keeping of Animals.

- 15.1 If the Original Owner gives notice to the Body Corporate that an owner or occupier may keep an animal on their Lot, the Body Corporate consents to that owner or occupier keeping the animal on the Lot and traversing over the common property. The approval for that animal shall last for the life of the animal.
- 15.2 Subject to Section 143 of the Act and By-law 15.1, the Committee shall not unreasonably withhold its consent for the keeping on a Lot of either a small domestic dog or cat which shall not grow to a weight greater than five (5) kilograms and which shall not be likely to cause a nuisance to other owners.
- 15.3 Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.
- 15.4 The right of the original owner under By-law 12.1 shall apply whilst the original owner is the registered owner of a Lot.

16. Auction Sales.

Subject to By Law 30 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Scheme Land without the prior approval in writing of the Committee.

17. Right of Entry.

- 17.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of

access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.

- 17.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Module.

18. Noise.

- 18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with any relevant laws. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Scheme Land, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 18.6 An owner or occupier of a lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

19. Infectious Diseases.

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfecting and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. Fences, Pergolas, Screens, External Blinds or Awnings.

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass. All costs incurred in such removal

may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the original owner.

21. Structural Alterations to the Interior of Lots.

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the original owner.

22. Fire Control

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;
- (b) The Body Corporate or an owner or occupier of a lot must, in respect of the Community Titles Scheme or the lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the lot;
 - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Community Titles Scheme or the lot is to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the lot.

23. Maintenance Responsibility of Alterations to Common Property.

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Committee or the Body Corporate (as appropriate), be repaired and maintained by the owner for the time being of such lot.

24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").

An owner shall not install Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Scheme Land, provided however that, where a lot may lawfully be used for commercial purposes, the Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Body Corporate may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

25. Maintenance of Common Property and the Lots.

- 25.1 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate Assets.
- 25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without

limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

26. Taps.

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. Water Closets.

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

28. Behaviour of Invitees.

- 28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 28.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 28.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from

the owner of the lot at a time when the breach occurred.

28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

29. **Notice of Defect.**

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric 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 it may deem necessary for the safety and preservation of the building as often as may be necessary.

30. **Display Unit.**

30.1 While Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 or its agent or nominee remains an owner, lessee or licensee of any lot in the Community Titles Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Community Titles Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Community Titles Scheme to inspect the lot or lots and may conduct an auction sale from such lot.

30.2 Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall be entitled, for the purposes of exercising their rights under by-law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the common property, but the number and size of such signs or materials shall not be more than is reasonably necessary.

30.3 Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall be entitled, for the purposes of exercising their rights under by-law 30.1 full and uninterrupted access to the Community Titles Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day.
During those times, the Body Corporate shall ensure that all security doors and gates which restrict access to the Community Titles Scheme or other parts of the common property, shall remain unlocked.
Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall lock any doors and gates after their use.

31. **Use of Lots**

All lots shall be used for residential purposes only however that part of a lot that is intended for use for carparking may be used for parking of a motor vehicle as well.

32. **Body Corporate Empowered to enter Into Agreements**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

32.1 an agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate; and

32.2 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate.

32.3 an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Community Titles Scheme.

32.4 an agreement with the Original Owner in connection with the progressive development of the Scheme Land and the recording of new community management statements in consequence of the progressive development of the Scheme Land.

32.5 an agreement with the Original Owner in relation to licensing certain areas of adjoining land owned by the Original Owner.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

33. **PABX Cabling**

The Caretaker of the Community Titles Scheme will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the common property of the Community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

34. **Committee may Employ.**

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

35. **Correspondence.**

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

36. **Requests to the Secretary.**

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

37. **Notices.**

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

38. **Copy of By-Laws to be Produced Upon Request.**

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Community Titles Scheme.

39. **Power of Committee.**

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

40. **Recovery of Costs.**

40.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
- (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to,

applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

- 40.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
 - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot falling which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

41. Recovery by Body Corporate

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

42. Cable TV

The Body Corporate recognises that there could be an agreement in place with a cable TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television to the Community Titles Scheme and each lot and the Body Corporate must:

- 42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to Cable Television;
- 42.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

43. Joint Liability

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

44. Security

- 44.1 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.
- 44.2 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.
- 44.3 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

Title Reference Broadwater Haven Community Titles Scheme**45. Aerials**

Outside wireless and television aerials may not be erected without permission of the Committee.

46. Repairs

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

47. Illegal Use of Lots Prohibited

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

48. Signs

Subject to these by-laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

49. Power to Enter into Licence Agreements

The Body Corporate may enter into licence agreements from time to time, on such terms and conditions as the Body Corporate sees fit, with other lots in the Community Titles Scheme, to grant to other lots in the Community Titles Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

50. Bulk Supply of Electricity and Reticulated Hot Water.

- 50.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) or supply reticulated hot water or other utilities for the Scheme ("utilities") may be supplied by the Body Corporate or the Body Corporate engage a third party provider to supply the utilities ("a Supplier"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.
- 50.2 The Body Corporate may enter into an agreement with one or more utility managers who may facilitate the Body Corporate's purchase and administration of the utilities ("Utilities Manager").
- 50.3 The Body Corporate may install meters to monitor usage of the utilities supplied from the Supplier or the Body Corporate and supplied to owners and occupiers.
- 50.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.
- 50.5 Owners and occupiers must obtain their supply of utilities from or through the Body Corporate if the Body Corporate enters into a utility supply agreement with the Supplier or if the Body Corporate supplies the utilities. If requested by the Body Corporate, Owners must sign an agreement for the supply of the electricity on the Terms of Supply decided by the Body Corporate.
- 50.6 Owners or occupiers who accept or use the utilities supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of the utilities, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.
- 50.7 Upon the acceptance or use of the utilities supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of the utilities through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 50.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a

Consumer.

- 50.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 50.10 The Body Corporate may include the costs for the supply of the utilities (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Body Corporate by the owner of the lot to which the utilities are supplied.
- 50.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide utilities to a Consumer if:
- 50.11.1 the agreement with the Supplier is terminated;
 - 50.11.2 the Supplier does not provide utilities to the Body Corporate for any reason; or
 - 50.11.3 the Consumer does not pay for the supply of utilities by the due date.
- 50.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 50.13 The Committee may make rules with respect to the supply of utilities provided they are consistent with this By-Law and the Terms of Supply.
- 50.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the utilities supplied because of failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 50.15 All Consumers shall ensure that any electrical installation (as defined in the Electricity Act 1994) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any electrical installations.
- 50.16 For the purposes of ensuring the efficient and constant supply of electricity to the Lots during any limitation in the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- 50.17 The Body Corporate is not responsible for the accuracy or correct operation of any utility meter for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of utilities to a Lot.
- 50.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate.

51. Allocation of Special Privilege Area - Air-Conditioning and Other Equipment

- 51.1 This exclusive use by-law authorises the original owner, or an agent of the original owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of granting a special right for installing and maintaining air-conditioning or other equipment to service their lots.

- 51.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have a special right to use the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the original owner.
- 51.3 The Body Corporate shall ensure that details of the areas of Common Property over which a special right has been granted under this exclusive use by-law and the applicable lot shall be recorded in a new by-law and defined in a plan to be recorded in a new Community Management Statement.
- 51.4 The special right areas granted under this by-law are to be used by the occupiers of each lot as an area to locate air-conditioning or other equipment only so that they may have the right of access to use the relevant area for inspection, maintenance and replacement works.
- 51.5 The Body Corporate shall continue to be responsible for keeping the areas allocated under this by-law in a neat and tidy condition however the owners shall be responsible for the maintenance, operating costs and upkeep of the air-conditioning or other equipment installed on the special right area. More than one lot may be granted a special right of this same exclusive use area.
- 51.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to the occupier, enter upon such area (or part thereof) for the purpose of inspecting the same or for carrying out works and duties or effecting repairs and maintenance to the Scheme Land, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

52. Exclusive Use - Courtyard

The owner of lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 shall be entitled to the exclusive use for himself and his Licensees of the Courtyard identified in Schedule E of this Community Management Statement and delineated on Plan 14063E. The owner or occupier of each lot shall, at his own, keep the Courtyard area clean and tidy, and shall carry out any repair and maintenance of the Courtyard area. If such owner or occupier fails to do so, the Body Corporate may carry out such cleaning, tidying, repair and maintenance and recover the costs of doing so from the owner or occupier.

53. Definitions

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

"Act" means the Body Corporate and Community Management Act 1997 (as amended) and includes any act that replaces that Act;

"Body Corporate" means the body corporate for Broadwater Haven Community Titles Scheme;

"Body Corporate Assets" has the same meaning as defined in the Act;

"Common Property" means the common property (as defined in the Act) of the Community Titles Scheme;

"Committee" means the committee of the Body Corporate;

"Community Titles Scheme" means Broadwater Haven Community Titles Scheme;

"Module" means the regulation module applying to the community titles scheme as described in the Community Management Statement;

"Original Owner" means Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 or any nominee of that party or any mortgagee of that party, its successors or assigns;

"Public Authority" means any government or governmental, semi-governmental, supervisory, judicial or other governmental entity or governmental authority;

"Scheme Land" means the land referred to in item 4 of the front page of this Community Management Statement;

"Window Coverings" means any type of covering for a window and includes blinds, shutters, tinting, curtains and drapes.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)

Statutory Easements

- 1 Each lot in the Scheme is effected by the following Statutory Easements:
 - (a) Easement for lateral or subjacent support under section 115N of the Land Titles Act 1994;
 - (b) Easement for utility services and utility infrastructure in accordance with section 115O of the Land Title Act 1994.
 - (c) Easement for utility services and utility infrastructure in accordance with section 115P of the Land Title Act 1994;
 - (d) Easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
 - (e) Easement for projections in accordance with Section 115R of the Land Title Act 1994;
 - (f) Easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

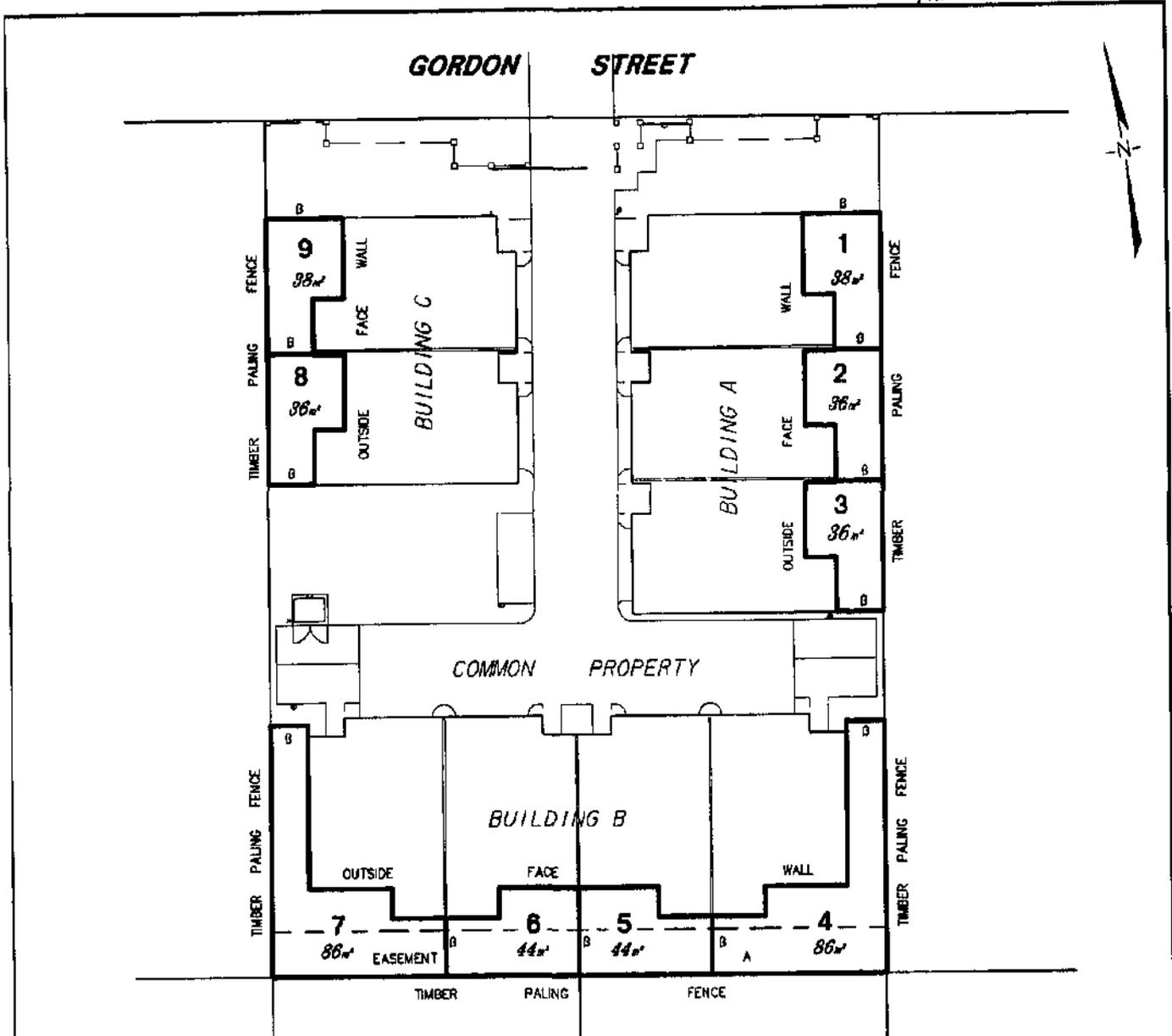
Service Location Diagram

- 2 The Service Location Diagram is included with the CMS, attached hereto and marked with the Letter "A", showing the services that have been located and constructed in the common property.

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

COURTYARD

Description of Lots	Exclusive Use Area
Lot 1 on SP 165611	1
Lot 2 on SP 165611	2
Lot 3 on SP 165611	3
Lot 4 on SP 165611	4
Lot 5 on SP 165611	5
Lot 6 on SP 165611	6
Lot 7 on SP 165611	7
Lot 8 on SP 165611	8
Lot 9 on SP 165611	9



B - DENOTES TIMBER PALING FENCE

Brown & Phipps Pty Ltd ACN 0117236
 certify that the details shown on this sketch plan are correct.
 Director
 Cadastre
 Date
 COMMON SEAL
 20.09.04
 [Signature]

0 20 m 50 mm 40 m 100 mm 60 m 150 mm

PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF COMMON PROPERTY OF
 "BROADWATER HAVEN"
 CTS

Parish of NERANG County of Ward

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B & P SURVEYS
 CONSULTING SURVEYORS

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 Capri Commercial Centre
 St Peters Place
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 Webpage: www.bpsurveys.com.au
 Offices Also At: Tweed Heads
 Ph. (07) 55363611



A QUALITY ASSURED COMPANY

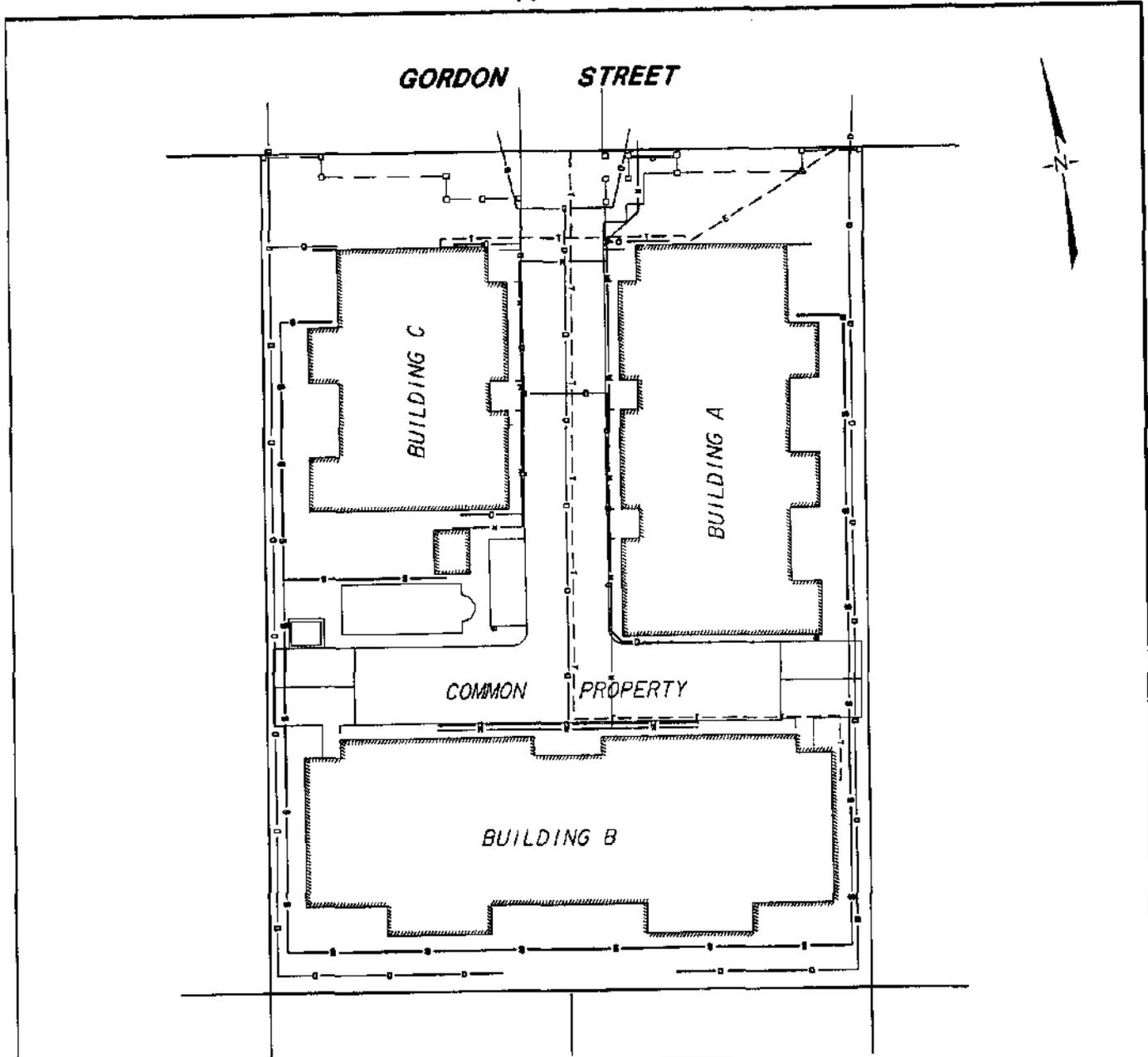


Murwillumbah
 Ph. (02) 66721924

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"A"

PAGE 17 OF 17.



LEGEND

- D—D— INDICATIVE STORMWATER OR ROOFWATER LOCATION
- S—S— INDICATIVE SEWER LOCATION
- W—W— INDICATIVE WATER LOCATION
- E—E— INDICATIVE ELECTRICITY LOCATION
- T—T— INDICATIVE COMMUNICATIONS LOCATION

0 20 m 40 m 60 m
 50 mm 100 mm 150 mm

SERVICES LOCATION DIAGRAM

OVER PART OF COMMON PROPERTY OF
 "BROADWATER HAVEN"
 CTS

Parish of **NERANG** County of **Ward**

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1 : 400	Origin	—	—	GVG Chk'd	41677	15/09/04	14261 E	-	-	-

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A QUALITY ASSURED COMPANY

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**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 ... [Page 2](#)
- details of the property and community titles scheme ... [Page 3](#)
- by-laws and exclusive use areas ... [Page 4](#)
- lot entitlements and financial information ... [Page 5](#)
- owner contributions and amounts owing ... [Page 6](#)
- common property and assets ... [Page 8](#)
- insurance ... [Page 9](#)
- contracts and authorisations ... [Page 10](#)

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 18 / 03 / 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 (Example – Seaview CTS 1234)	
BROADWATER HAVEN CTS 33316	
Body corporate manager	
Bodies corporate often engage a body corporate manager to handle administrative functions.	
Is there a body corporate manager for the scheme?	
<input checked="" type="checkbox"/> Yes. The body corporate manager is: <div style="margin-left: 40px;"> Name: GARRY COCKERILL Company: Cockerill & Co Body Corporate Mangement Services Phone: 0755382199 Email: bodycorporate@bundall.net </div>	
<input type="checkbox"/> No	
Accessing records	
Who is currently responsible for keeping the body corporate’s records?	
<input checked="" type="checkbox"/> The body corporate manager named above.	
<input type="checkbox"/> The following person: <div style="margin-left: 40px;"> Name: Role: Phone: Email: </div>	

Property and community titles scheme details

Lot and plan details

Lot number: 8

Plan type and number (Example – BUP 1234): SP165611

Plan of subdivision: Standard Format Building Format Volumetric Format

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 Commercial Small Schemes Standard

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?

Yes
 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?

Yes
 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.
- The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- A consolidated set of the by-laws for the scheme is given with this certificate.

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
- No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are: (select all that apply)

- listed in the community management statement.
- given with this certificate.

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: 1

Total contribution schedule lot entitlements for all lots: 9

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 9

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 8 for the current financial year: \$ 3,600.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): %

Discount for on-time payments (if applicable): 10..... %

Due date	Amount due	Amount due if discount applied	Paid
31 / 01 / 2026	\$ 1,000.00	\$ 900.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
31 / 03 / 2026	\$ 1,000.00	\$ 899.45	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30 / 06 / 2026	\$ 1,000.00	\$ 900.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30 / 09 / 2026	\$ 1,000.00	\$ 900.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Sinking fund contributions

Total amount of contributions (before any discount) for lot for the current financial year: \$ 1,400.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): %

Discount for on-time payments (if applicable):10..... %

Due date	Amount due	Amount due if discount applied	Paid
31 / 01 / 2026	\$388.88	\$350.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
31 / 03 / 2026	\$ 388.88	\$ 350.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30 / 06 / 2026	\$ 388.88	\$ 350.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30 / 09 / 2026	\$ 388.88	\$ 350.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot ____ : \$

Number of instalments: (outlined below)

Monthly penalty for overdue contributions (if applicable): %

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

Due date	Amount due	Amount due if discount applied	Paid
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Other amounts payable by the lot owner

For the current financial year there are:

- No other amounts payable for the lot.
- Amounts payable under exclusive use by-laws, totalling \$
- Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$
- Other amounts payable, totalling \$ \$1,249.45 net 2nd instalment due - *2,500.00 net - 3rd & 4th instalments not yet issued - Refer Levy Notice attached (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- All payments for the lot are up to date.
- The following amounts are due but not yet paid for the lot:
 - Overdue contributions: \$
 - Penalties on overdue contributions: \$
 - Other amounts due but not paid: \$

Total amounts due but not paid: \$ Refer Levy Notice

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.
- No

Current sinking fund balance (as at date of certificate): \$..37,668.45.....

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.

- There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.
- 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.

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.
- A copy of the body corporate register of assets is given with this certificate.

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

- Yes
- 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:
- No

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

- Yes - Name of authorised letting agent:
- No

Embedded network electricity supply

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

- Yes
- No

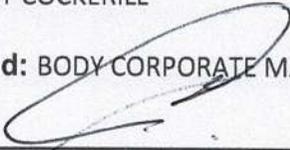
More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Name/s: GARRY COCKERILL

Position/s held: BODY CORPORATE MANAGER

Signature/s: 

Date: 18/3/26

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

GENERAL REQUEST

Dealing Number

Duty Imprint



708228305

\$105.60
19/11/2004 15:32

GC 460

1. Nature of request Request to Record First Community Management Statement for Broadwater Haven	Lodger (Name, address & phone number) Hickey Lawyers PO Box 5559 GOLD COAST MAIL CENTRE Q 9726 (07) 5574 1000	Lodger Code GC49
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2. Lot on Plan Description	County	Parish	Title Reference
Lot 245 on RP 28604 and	Ward	Nerang	12587173
Lot 246 on RP 28640	Ward	Nerang	12730152

3. Registered Proprietor/State Lessee
SEVENTY-SIX THE ESPLANADE PTY LTD ACN 010 120 199

4. Interest
Fee simple

5. Applicant
SEVENTY-SIX THE ESPLANADE PTY LTD ACN 010 120 199

6. Request
I hereby request that: the First Community Management Statement deposited herewith be recorded as the Community Management Statement for Broadwater Haven Community Title Scheme and 102 Queens Street, Southport QLD be recorded as the address for service on the Body Corporate for the Scheme.

7. Execution by applicant

Execution Date

19/11/04

Applicant's or Solicitor's Signature

ROBERT MATTHEW BOSILJEVAC
SOLICITOR

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

33316

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme
Broadwater Haven

2. Regulation module
Standard Module

3. Name of body corporate
Body Corporate for Broadwater Haven Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Broadwater Haven Community Titles Scheme	Ward	Nerang	To issue from SP 165611
Lot 1 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 2 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 3 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 4 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 5 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 6 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 7 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 8 on SP 165611	Ward	Nerang	To issue from SP 165611
Lot 9 on SP 165611	Ward	Nerang	To issue from SP 165611

5. Name and address of original owner #
Seventy-Six The Esplanade Pty Ltd ACN 010 120 199
19 Nootka Court
Broadbeach Waters Qld 4218

6. Reference to plan lodged with this statement
SP 165611

first community management statement only

7. Local Government community management statement notation

David Andrew Lohar signed
Authorising Officer name and designation

COUNCIL OF THE CITY OF GOLD COAST name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date 22/10/09 SEVENTY-SIX THE ESPLANADE PTY LTD ACN 010 120 199 *Execution

[Signature]

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A		
SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP 165611	1	1
Lot 2 on SP 165611	1	1
Lot 3 on SP 165611	1	1
Lot 4 on SP 165611	1	1
Lot 5 on SP 165611	1	1
Lot 6 on SP 165611	1	1
Lot 7 on SP 165611	1	1
Lot 8 on SP 165611	1	1
Lot 9 on SP 165611	1	1
TOTAL:	9	9

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Not applicable

SCHEDULE C	BY-LAWS
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1. **Vehicles.**

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee.

2. **Private Roads and Other Common Property.**

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. **Visitors' Car Park.**

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

4. **Obstruction.**

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. **Damage to Lawns etc on Common Property.**

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. **Damage to Common Property.**

An owner or occupier of a lot 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 or any Body Corporate Assets except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him 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, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the

premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Use of Recreation Facilities.

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

- 7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.
- 7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker.

8. Rules re Recreation Facilities.

The Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

9. Maintenance of Recreation Facilities.

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

10. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorised by the Body Corporate, the Committee or the caretaker.

11. Depositing Rubbish etc on Common Property.

An owner or occupier of a lot 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 owner or occupier of another lot or of any person lawfully using the Common Property.

12. Garbage Disposal.

An owner or occupier of a lot shall:

- 12.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely

affected by his disposal of garbage; and

- 12.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

13. Appearance of Buildings and Signs.

- 13.1 Subject to By Law 30 and By Law 48 an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Scheme Land. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

14. Inflammable Liquids, Gases or Other Materials.

- 14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 14.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 14.3 An owner or occupier of a lot may operate anywhere within a lot a barbeque (being gas, electric or any other kind).

15. Keeping of Animals.

- 15.1 If the Original Owner gives notice to the Body Corporate that an owner or occupier may keep an animal on their Lot, the Body Corporate consents to that owner or occupier keeping the animal on the Lot and traversing over the common property. The approval for that animal shall last for the life of the animal.
- 15.2 Subject to Section 143 of the Act and By-law 15.1, the Committee shall not unreasonably withhold its consent for the keeping on a Lot of either a small domestic dog or cat which shall not grow to a weight greater than five (5) kilograms and which shall not be likely to cause a nuisance to other owners.
- 15.3 Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.
- 15.4 The right of the original owner under By-law 12.1 shall apply whilst the original owner is the registered owner of a Lot.

16. Auction Sales.

Subject to By Law 30 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Scheme Land without the prior approval in writing of the Committee.

17. Right of Entry.

- 17.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of

access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.

- 17.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Module.

18. Noise.

- 18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with any relevant laws. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Scheme Land, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 18.6 An owner or occupier of a lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

19. Infectious Diseases.

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. Fences, Pergolas, Screens, External Blinds or Awnings.

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass. All costs incurred in such removal

may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the original owner.

21. Structural Alterations to the Interior of Lots.

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the original owner.

22. Fire Control

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;
- (b) The Body Corporate or an owner or occupier of a lot must, in respect of the Community Titles Scheme or the lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the lot;
 - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Community Titles Scheme or the lot is to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the lot.

23. Maintenance Responsibility of Alterations to Common Property.

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Committee or the Body Corporate (as appropriate), be repaired and maintained by the owner for the time being of such lot.

24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").

An owner shall not instal Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Scheme Land, provided however that, where a lot may lawfully be used for commercial purposes, the Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Body Corporate may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

25. Maintenance of Common Property and the Lots.

- 25.1 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate Assets.
- 25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without

limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

26. **Taps.**

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. **Water Closets.**

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

28. **Behaviour of Invitees.**

- 28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 28.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 28.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from

the owner of the lot at a time when the breach occurred.

28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

29. **Notice of Defect.**

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric 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 it may deem necessary for the safety and preservation of the building as often as may be necessary.

30. **Display Unit.**

30.1 While Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 or its agent or nominee remains an owner, lessee or licensee of any lot in the Community Titles Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Community Titles Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Community Titles Scheme to inspect the lot or lots and may conduct an auction sale from such lot.

30.2 Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall be entitled, for the purposes of exercising their rights under by-law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the common property, but the number and size of such signs or materials shall not be more than is reasonably necessary.

30.3 Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall be entitled, for the purposes of exercising their rights under by-law 30.1 full and uninterrupted access to the Community Titles Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day.
During those times, the Body Corporate shall ensure that all security doors and gates which restrict access to the Community Titles Scheme or other parts of the common property, shall remain unlocked. Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 shall lock any doors and gates after their use.

31. **Use of Lots**

All lots shall be used for residential purposes only however that part of a lot that is intended for use for carparking may be used for parking of a motor vehicle as well.

32. **Body Corporate Empowered to enter into Agreements**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

32.1 an agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate; and

32.2 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate.

32.3 an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Community Titles Scheme.

32.4 an agreement with the Original Owner in connection with the progressive development of the Scheme Land and the recording of new community management statements in consequence of the progressive development of the Scheme Land.

32.5 an agreement with the Original Owner in relation to licensing certain areas of adjoining land owned by the Original Owner.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

33. **PABX Cabling**

The Caretaker of the Community Titles Scheme will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the common property of the Community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

34. **Committee may Employ.**

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

35. **Correspondence.**

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

36. **Requests to the Secretary.**

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

37. **Notices.**

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

38. **Copy of By-Laws to be Produced Upon Request.**

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Community Titles Scheme.

39. **Power of Committee.**

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

40. **Recovery of Costs.**

40.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
- (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to,

applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

- 40.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
 - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot falling which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

41. **Recovery by Body Corporate**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

42. **Cable TV**

The Body Corporate recognises that there could be an agreement in place with a cable TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television to the Community Titles Scheme and each lot and the Body Corporate must:

- 42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to Cable Television;
- 42.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

43. **Joint Liability**

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

44. **Security**

- 44.1 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.
- 44.2 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.
- 44.3 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

45. Aerials

Outside wireless and television aerials may not be erected without permission of the Committee.

46. Repairs

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

47. Illegal Use of Lots Prohibited

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

48. Signs

Subject to these by-laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

49. Power to Enter into Licence Agreements

The Body Corporate may enter into licence agreements from time to time, on such terms and conditions as the Body Corporate sees fit, with other lots in the Community Titles Scheme, to grant to other lots in the Community Titles Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

50. Bulk Supply of Electricity and Reticulated Hot Water.

50.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) or supply reticulated hot water or other utilities for the Scheme ("utilities") may be supplied by the Body Corporate or the Body Corporate engage a third party provider to supply the utilities ("a Supplier"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.

50.2 The Body Corporate may enter into an agreement with one or more utility managers who may facilitate the Body Corporate's purchase and administration of the utilities ("Utilities Manager").

50.3 The Body Corporate may install meters to monitor usage of the utilities supplied from the Supplier or the Body Corporate and supplied to owners and occupiers.

50.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.

50.5 Owners and occupiers must obtain their supply of utilities from or through the Body Corporate if the Body Corporate enters into a utility supply agreement with the Supplier or if the Body Corporate supplies the utilities. If requested by the Body Corporate, Owners must sign an agreement for the supply of the electricity on the Terms of Supply decided by the Body Corporate.

50.6 Owners or occupiers who accept or use the utilities supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of the utilities, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.

50.7 Upon the acceptance or use of the utilities supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of the utilities through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.

50.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a

Consumer.

- 50.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 50.10 The Body Corporate may include the costs for the supply of the utilities (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Body Corporate by the owner of the lot to which the utilities are supplied.
- 50.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide utilities to a Consumer if:
- 50.11.1 the agreement with the Supplier is terminated;
 - 50.11.2 the Supplier does not provide utilities to the Body Corporate for any reason; or
 - 50.11.3 the Consumer does not pay for the supply of utilities by the due date.
- 50.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 50.13 The Committee may make rules with respect to the supply of utilities provided they are consistent with this By-Law and the Terms of Supply.
- 50.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the utilities supplied because of failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 50.15 All Consumers shall ensure that any electrical installation (as defined in the Electricity Act 1994) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any electrical installations.
- 50.16 For the purposes of ensuring the efficient and constant supply of electricity to the Lots during any limitation in the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- 50.17 The Body Corporate is not responsible for the accuracy or correct operation of any utility meter for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of utilities to a Lot.
- 50.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate.

51. Allocation of Special Privilege Area - Air-Conditioning and Other Equipment

- 51.1 This exclusive use by-law authorises the original owner, or an agent of the original owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of granting a special right for installing and maintaining air-conditioning or other equipment to service their lots.

- 51.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have a special right to use the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the original owner.
- 51.3 The Body Corporate shall ensure that details of the areas of Common Property over which a special right has been granted under this exclusive use by-law and the applicable lot shall be recorded in a new by-law and defined in a plan to be recorded in a new Community Management Statement.
- 51.4 The special right areas granted under this by-law are to be used by the occupiers of each lot as an area to locate air-conditioning or other equipment only so that they may have the right of access to use the relevant area for inspection, maintenance and replacement works.
- 51.5 The Body Corporate shall continue to be responsible for keeping the areas allocated under this by-law in a neat and tidy condition however the owners shall be responsible for the maintenance, operating costs and upkeep of the air-conditioning or other equipment installed on the special right area. More than one lot may be granted a special right of this same exclusive use area.
- 51.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to the occupier, enter upon such area (or part thereof) for the purpose of inspecting the same or for carrying out works and duties or effecting repairs and maintenance to the Scheme Land, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

52. Exclusive Use - Courtyard

The owner of lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 shall be entitled to the exclusive use for himself and his Licensees of the Courtyard identified in Schedule E of this Community Management Statement and delineated on Plan 14063E. The owner or occupier of each lot shall, at his own, keep the Courtyard area clean and tidy, and shall carry out any repair and maintenance of the Courtyard area. If such owner or occupier fails to do so, the Body Corporate may carry out such cleaning, tidying, repair and maintenance and recover the costs of doing so from the owner or occupier.

53. Definitions

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

"Act" means the Body Corporate and Community Management Act 1997 (as amended) and includes any act that replaces that Act;

"Body Corporate" means the body corporate for Broadwater Haven Community Titles Scheme;

"Body Corporate Assets" has the same meaning as defined in the Act;

"Common Property" means the common property (as defined in the Act) of the Community Titles Scheme;

"Committee" means the committee of the Body Corporate;

"Community Titles Scheme" means Broadwater Haven Community Titles Scheme;

"Module" means the regulation module applying to the community titles scheme as described in the Community Management Statement;

"Original Owner" means Seventy-Six The Esplanade Pty Ltd ACN 010 120 199 or any nominee of that party or any mortgagee of that party, its successors or assigns;

"Public Authority" means any government or governmental, semi-governmental, supervisory, judicial or other governmental entity or governmental authority;

"Scheme Land" means the land referred to in item 4 of the front page of this Community Management Statement;

"Window Coverings" means any type of covering for a window and includes blinds, shutters, tinting, curtains and drapes.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)

Statutory Easements

- 1 Each lot in the Scheme is effected by the following Statutory Easements:
 - (a) Easement for lateral or subjacent support under section 115N of the Land Titles Act 1994;
 - (b) Easement for utility services and utility infrastructure in accordance with section 115O of the Land Title Act 1994.
 - (c) Easement for utility services and utility infrastructure in accordance with section 115P of the Land Title Act 1994;
 - (d) Easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
 - (e) Easement for projections in accordance with Section 115R of the Land Title Act 1994;
 - (f) Easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

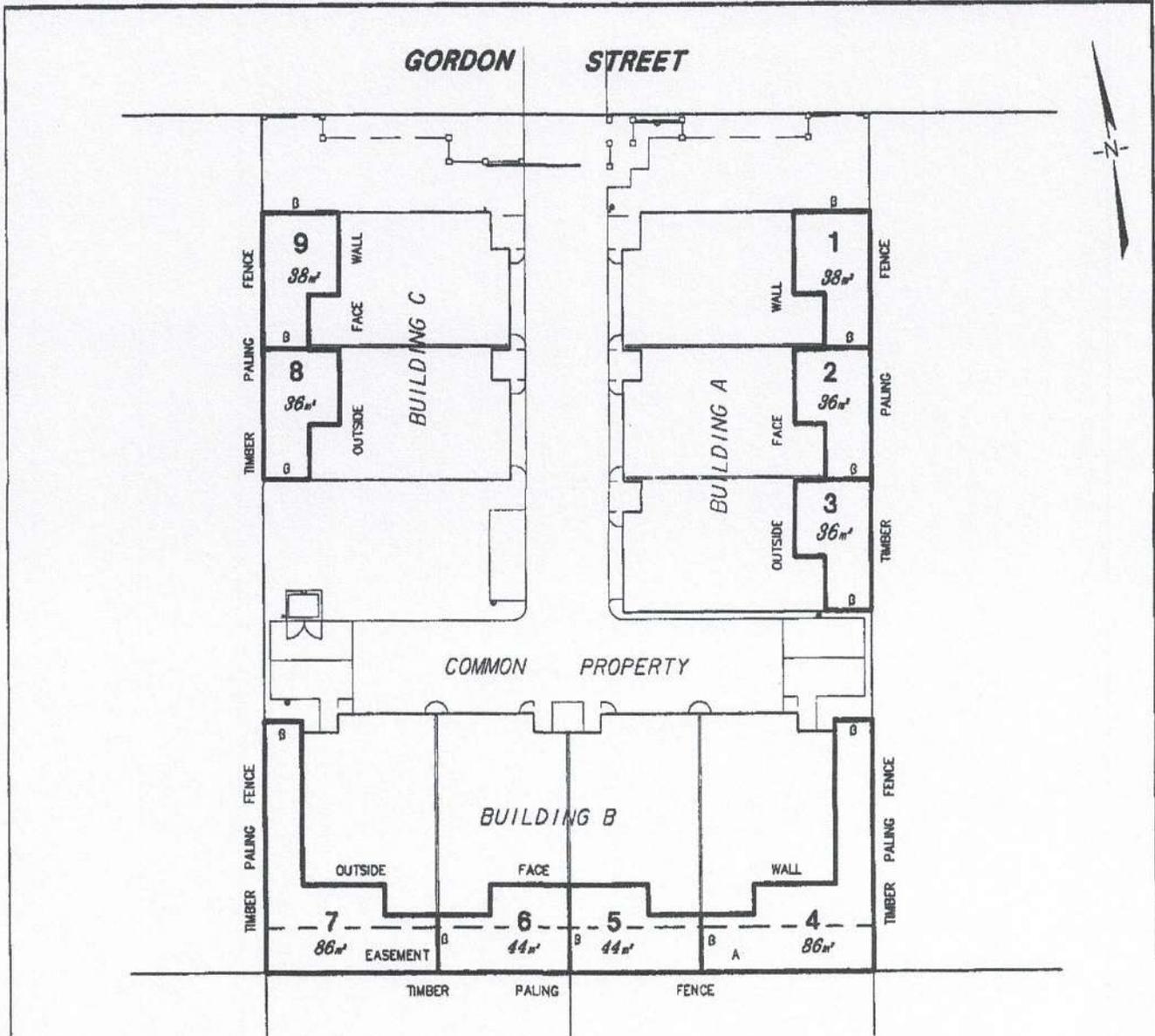
Service Location Diagram

- 2 The Service Location Diagram is included with the CMS, attached hereto and marked with the Letter "A", showing the services that have been located and constructed in the common property.

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

COURTYARD

Description of Lots	Exclusive Use Area
Lot 1 on SP 165611	1
Lot 2 on SP 165611	2
Lot 3 on SP 165611	3
Lot 4 on SP 165611	4
Lot 5 on SP 165611	5
Lot 6 on SP 165611	6
Lot 7 on SP 165611	7
Lot 8 on SP 165611	8
Lot 9 on SP 165611	9



B -- DENOTES TIMBER PALING FENCE

Brown & Puth... certify the details shown on this sketch plan are correct.



Director
Cadastral Surveyor/Director
Date

20 m
50 mm

40 m
100 mm

60 m
150 mm

PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF COMMON PROPERTY OF
"BROADWATER HAVEN"
CTS

Parish of NERANG County of Ward

J: \41600-\41677\dwgs\14063E.pro

**B & P SURVEYS
CONSULTING SURVEYORS**

ABN 5501017236
Capri Commercial Centre
St Peters Place
Surfers Paradise, QLD, 4217, Australia
Telephone: (07) 5539 0499
Fax: (07) 5592 2615
Email: surfers@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At: Tweed Heads
Ph. (07) 55363611



A QUALITY ASSURED COMPANY



Murwillumbah
Ph. (02) 66721924

Scale	Level Datum	F.Bk	L.Bk	Drawn BAB	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 400	Origin	-	-	Chk'd	41677	15/09/04	14063 E	-	-	-

**“BROADWATER HAVEN CTS 33316”
 COCKERILL AND COMPANY BODY CORPORATE
 MANAGEMENT SERVICES**

PO Box 6317, Gold Coast Mail Centre. Q. 9726
 Phone: (07) 55 382199

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Date of Notice: 25 February 2026
 Lot No. 8
 Unit No. 8

Mr. A. Damcevski and Ms. A. Petrovski
 8/8 Gordon Street
LABRADOR. Q. 5214

**Body Corporate for
 BROADWATER HAVEN CTS 33316
 8 Gordon Street, Labrador**

Current Annual Contribution for Administrative Fund is \$3,600.00 net
 Current Annual Contribution for Sinking Fund is \$1,400.00 net
 The above amounts are to be paid in advance in four (4) instalments each year
 If the instalments are not received by the due date interest maybe charged at the rate
 of 2.5% each month for late payment.

First Instalment			
Account	Period	Payment Due Date	Amount
Administrative Fund	01/11/25 to 31/01/26	31/01/26	\$900.00
Sinking Fund	01/11/25 to 31/01/26	31/01/26	\$350.00
Totals payable by 31 January 2026			<u>\$1,250.00*</u>
Less credit			\$ 0.55
Balance payable by 31 January 2026			<u>\$1,249.45</u>
Less paid 27/01/26			<u>\$1,250.00</u>
			<u>\$ 0.55cr</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Second Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/02/26 to 30/04/26	31/03/26	\$900.00
Sinking Fund	01/02/26 to 30/04/26	31/03/26	\$350.00
Totals payable by 31 March 2026			<u>\$1,250.00*</u>
Less credit			\$ 0.55

\$1,249.45

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$38.88 Sinking Fund will apply.

Third Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/05/26 to 31/07/26	30/06/26	\$900.00
Sinking Fund	01/05/26 to 31/07/26	30/06/26	\$350.00
Totals payable by 30 June 2026			<u>\$1,250.00*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Fourth Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/08/26 to 31/10/26	30/09/26	\$900.00
Sinking Fund	01/08/26 to 31/10/26	30/09/26	\$350.00
Totals payable by 30 September 2026			<u>\$1,250.00*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Payment via the Internet to Account Number. 846700908 BSB 083-088. PLEASE USE YOUR UNIT NUMBER AS THE REFERENCE.

BROADWATER HAVEN CTS 33316

SINKING FUND BALANCE AS AT 31 OCTOBER 2025	\$33,118.45
SINKING FUND LEVIES RECEIVED TO DATE	\$ 4,550.00
SINKING FUND BALANCE AS AT 18 MARCH 2026	<u>\$37,668.45</u>

BODY CORPORATE FOR BROADWATER HAVEN CTS 33316

BALANCE SHEET
AS AT 31 OCTOBER 2025

PROPRIETORS FUNDS

Administration Fund Opening Balance	\$ 646.87	
Current Year	\$2,411.16	\$ 3,058.03
Sinking Fund Opening Balance	\$23,038.45	
Current Year	\$10,080.00	\$33,118.45
		<u>\$36,176.48</u>

THESE FUNDS ARE REPRESENTED BY
CURRENT ASSETS

Cash At Bank **\$36,177.03**

LIABILITIES

Less Levies in Advance

Lot 8 \$ 0.55 \$36,176.48

BALANCE **\$36,176.48**

BODY CORPORATE FOR BROADWATER HAVEN CTS 33316
 STATEMENT OF INCOME AND EXPENDITURE
 FOR THE PERIOD 1 NOVEMBER 2024 to 31 OCTOBER 2025

ADMINISTRATION FUND

INCOME

Levies issued	\$32,400.00
Plus bank interest	\$ 625.29
Loss of Discount	\$ 131.11
ATO Refund	\$ 68.00

TOTAL ADMIN. FUND INCOME **\$33,224.40**

EXPENDITURE – ADMIN. FUND

Body Corp. Administration	\$ 1,700.00
Origin	\$ 988.93
Jims Mowing Garden Maintenance	\$ 5,000.00
Postage, Stationery & Printing Allowance	\$ 150.00
Insurance	\$12,321.58
Preparation of documentation for taxation return	\$ 200.00
Pool maintenance	\$ 2,644.41
Pest Inspection and Spray	\$ 1,585.00
Withholding Tax/Bank Fees	\$ 282.00
General Repairs and purchases	\$ 35.82
Fencing	\$ 748.00
Gate Repairs	\$ 290.00
Roof and gutter repairs	\$ 4,867.50

TOTAL ADMIN. EXPENDITURE **\$30,813.24**

Surplus **\$ 2,411.16**

Opening Admin. Balance **\$ 646.87**

ADMINISTRATIVE FUND BALANCE **\$ 3,058.03**

BODY CORPORATE FOR BROADWATER HAVEN CTS 33316

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 1 NOVEMBER 2024 TO 31 OCTOBER 2025

SINKING FUND

INCOME

Levies issued \$10,080.00

TOTAL \$10,080.00

Plus opening balance \$23,038.45

SINKING FUND BALANCE \$33,118.50

**BUDGET BODY CORPORATE FOR BROADWATER HAVEN CTS 33316
FOR THE PERIOD 01/11/25 TO 31/10/26**

ADMINISTRATION FUND

INCOME

Levies to issue \$32,400.00

TOTAL ADMIN. FUND INCOME \$32,400.00

EXPENDITURE – ADMIN. FUND

Body Corp. Administration	\$ 2,250.00
Origin	\$ 1,400.00
Jims Mowing Garden Maintenance	\$ 6,000.00
Postage, Stationery & Printing Allowance	\$ 150.00
Insurance	\$13,000.00
Preparation of documentation for taxation return	\$ 200.00
Pool maintenance	\$ 3,000.00
Pest Inspection and Spray	\$ 1,585.00
General Repairs and purchases	\$ 500.00
Irrigation	\$ 500.00
Intercom Repair	\$ 500.00
Electrical Repairs	\$ 500.00
Plumbing	\$ 500.00
Roof Repairs	\$ 500.00

TOTAL ADMIN. EXPENDITURE \$30,585.00

ESTIMATED SURPLUS \$ 1,815.00

(\$3,600.00 PER ANNUM PER LOT)

(Payable by 4 instalments of \$900.00 each)

BUDGET BODY CORPORATE FOR BROADWATER HAVEN CTS 33316

FOR THE PERIOD 01/11/25 to 31/10/26

SINKING FUND

INCOME

Levies to issue \$12,600.00

TOTAL SINKING FUND INCOME \$12,600.00

PROPOSED SURPLUS \$12,600.00

(\$1,400.00 PER ANNUM PER LOT)

(Payable by 4 instalments of \$350.00 each)

Sinking Fund Forecast

Proposed Expenditure Year to:	ETL = Estimated Total Life			RD = Replacement Due																		
	Unit	Qty	Rate	Current Cost	ETL yrs	RD yrs	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35	1-Jan-36	1-Jan-37	1-Jan-38	1-Jan-39	1-Jan-40	
Replace gutters (gradual deterioration)	m	50			12	12																
Replace downpipes (gradual deterioration)	m	38			12	12																
Paint building facade	m2	1710.5			9	9			75000													
External							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Replace colour bond fence (gradual deterioration)	m	85			15	15																
Paint masonry fences	m2	188			9	9		3,000														
Replace bollard lights	No.	6			10	10																
Replace motors to entry gates	No.	1			7	7			2,000													
Repair underground pipework (gradual deterioration)	Item	1			15	15																
Replace pool filter motor	Item	1			6	6		1,500														
Replace cell saltwater chlorinator	Item	1			6	6			1,000													
Replace pool lining	Item	1			25	25																
Driveway Concrete(pebbles) when required	Item				25	25																
TOTAL							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
							5,000	4,500	8,000	8,000	5,000	15,000	8,000	8,000	35,000	11,000	10,000	7,000	7,000	5,000	2,000	5,000
Sinking Fund Amount each year							12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600
Current sinking fund amount							40,718	48,818	53,418	61,018	-1,382	-3,782	818	-21,582	-19,982	-17,382	-11,782	-6,182	1,418	12,018	12,018	13,618

Note figures are not cap'd
Note amounts are guesimates

REGISTER OF ASSETS
BROADWATER HAVEN CTS 33316

POOL FURNITURE

ROBOT POOL CLEANER

**STRATA COMMUNITY
INSURANCE** stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au

A PO Box 2878, Brisbane, QLD 4001

CERTIFICATE OF CURRENCY**THE INSURED**

POLICY NUMBER	QRSC22006845
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Broadwater Haven Community Title Scheme 33316 8 Gordon Street, Labrador, QLD, 4215
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 06/12/2025 Expiry Date: 4:00pm on 06/12/2026
INTERMEDIARY ADDRESS	Coastsure Insurance Brokers Pty Ltd PO Box 1031, Nerang, QLD, 4211
DATE OF ISSUE	20/11/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$6,656,675
		Common Area Contents	\$66,567
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$998,501
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$1,997,002
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



TAX INVOICE

This document will be a tax invoice for GST when payment is made in full

PAGE 1

Ausure Insurance Brokers Gold Coast | ABN: 28 140 219 790
 Authorised Representative of Ausure Pty Ltd | AFSL: 238433 | ABN: 94 096 971 854

REPRESENTATIVE
 Ausure Insurance Brokers Gold Coast
 Pauline Cassidy - AR: 1260927
 PO Box 1031
 Nerang QLD 4211
 Tel **07 5502 2326**
 Email pauline.cassidy@ausure.com.au

Body Corporate For Broadwater Haven CTS 33316
 C/- Cockerill & Co
 PO Box 6317
 Gold Coast Mail Centre QLD 9726

Renewal

NOTES: Residential Strata Renewal 2025/2026

Invoice date 11-Nov-2025
Invoice number 13862073

TYPE OF POLICY	Strata - Domestic
THE INSURED	Body Corporate For Broadwater Haven CTS 33316
INSURER	Strata Community Insurance PO Box 881 Spring Hill QLD 4004 ABN: 72 165 914 009
POLICY NUMBER	QRSC22006845
PERIOD OF COVER	From 06/12/2025 to 06/12/2026

YOUR PREMIUM		
Premium	\$	9,623.95
Underwriter Fee	\$	200.00
U/W Fee GST	\$	20.00
Fire/ES Levy	\$	0.00
GST	\$	962.41
Stamp Duty	\$	952.75
Broker Fee	\$	200.00
Broker Fee GST	\$	20.00
TOTAL DUE	\$	11,979.11
DATE DUE		6-Dec-2025

The base premium includes commission of \$1,924.78 split between: Licensees Commission \$ 115.49 Representatives Commission \$1,809.29 Referrers Commission \$ 0.00

PAYMENT OPTIONS



Billers Code: 30510
 Reference: 2138620733

Telephone & Internet Banking - BPAY®

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above. More info: www.bpay.com.au



Payments can be made in person at a Post Office by cheque or EFTPOS. Please present this page intact. Please make cheque payable to **DEFT Payment Systems for Ausure Pty Ltd**



*498 402594 2138620733



Pay by Credit Card either Online - (Visit www.ausure.com.au/Pay-My-Bill) or by Phone (please contact your Broker on 07 5502 2326)
 Note: Visa/Mastercard payments will incur a 0.95% fee of \$ 113.80 which includes \$ 10.35 GST.
 Amex payments will incur a 2.15% fee of \$ 257.55 which includes \$ 23.41 GST.



Instalments – Premium Finance is available. Please contact your Broker for Terms and Conditions



IMPORTANT INFORMATION

PLEASE READ CAREFULLY

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

CONTRACTING OUT OR REMOVING INSURERS RIGHTS OF SUBROGATION

You will prejudice your rights to a claim if, without prior agreement from your insurer you make any agreement that will prevent the insurer from recovering a loss from a third party. These 'hold harmless' are often found in leases and maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts.

INSURING THE INTEREST OF OTHER PARTIES

If you require the interests of another party to be covered you must request this and ensure they are noted on your policy. Most policy conditions will exclude indemnity to other parties (eg mortgagees, lessors or principals etc) unless their interest is noted on the policy.

UTMOST GOOD FAITH

A contract of insurance is a contract based on the utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party with the utmost good faith. If you fail to do so it may prejudice your claim.

UNDER INSURANCE

Your contract of insurance may contain an average provision. It is important that you nominate a sum insured to represent the full value of the property insured. If you fail to insure the full value your claim may be reduced in proportion with your underinsurance.

DUTY TO NOT TO MISREPRESENT- CONSUMER PRODUCTS

When purchasing insurance wholly or predominantly for personal, domestic, or household purposes, you have a duty to take reasonable care not to make a misrepresentation to the insurer. This means that it is essential that you answer questions honestly and to the best of your knowledge, including when you confirm or update information when you enter into, vary, extend, reinstate or renew a Policy. The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you answer questions on behalf of others, the insurer will treat your answers or representations as theirs. **If You do not meet the above Duty**, the insurer may refuse or not fully pay your claim and/or cancel your policy.

If the misrepresentation was deliberate or reckless, the insurer may refuse to pay a claim and treat your policy as if it never existed

CHANGE IN RISK CIRCUMSTANCES

You must inform your broker of any material changes in your business; if you fail to do so an insurer may be entitled to deny a potential claim. You should inform your broker about any changes in location, new products/procedures or any departure from your ordinary business. If you are in doubt as to whether you should disclose any changes please contact your broker for advice.

CLAIMS MADE POLICIES

Certain policies (eg many types of professional indemnity policies) are claims made policies. These policies do not cover events that occurred before the contract was entered into. If you give an insurer notice of circumstances that may give rise to a claim during the policy period, the insurer will cover claims made later that arise out of those circumstances.

LEASING, HIRING & BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

PREMIUM FINANCE

If you choose to finance your premium Ausure and your representative will receive up to 4% of the amount financed for providing the referral and assisting you to arrange the facility. This will not result in any additional costs to you. We recommend that you carefully read the finance contract to understand the implications in the event you cancel your insurance policy before expiry.

CANCELLATIONS AND AMENDMENTS

We do not refund our fees or commission received for arranging the policy. Please note that premium finance contracts contain terms that reduce the amount you will receive from any refund. Please see the terms of your contract for more information.

HOW DO WE RESOLVE COMPLAINTS?

In the event that you have a complaint about the manner in which we provide any financial service please contact Ausure's Complaints Manager by phone on (07) 3319 5100 or by writing to the address shown on the front of this invoice. If your complaint remains unresolved, Ausure's dispute committee will review the matter and respond within 15 days. Your complaint will be dealt with fairly and promptly but if you remain dissatisfied with the final decision you may refer the matter to the Australian Financial Complaints Authority (AFCA), which acts as Ausure's external dispute resolution provider. AFCA can be contacted on 1800 931 678 or info@afca.org.au.

NON PAYMENT OF PREMIUM

Our usual payment terms are 14 days from the date shown on the invoice. If this invoice is unpaid after 30 days we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

Policy Particulars:**Insurance Schedule**

Policy Number	QRSC22006845
Our Reference	QTE10541051
The Insured	Body Corporate For Broadwater Haven CTS 33316
Situation	8 Gordon Street, Labrador Qld 4215
Period of Insurance	4:00pm on 6/12/2024 to 4:00 pm on 6/12/2025
Intermediary	Coastsure Insurance Brokers Pty Ltd
Address	PO Box 1031, Nerang, QLD, 4211

Policy Limits / Sums Insured

Section 1	Part A	Building	\$6,656,675
		Common Area Contents	\$66,567
		Terrorism Cover under Section 1 Part A2	Applies
	Part B	Loss of Rent/Temporary Accommodation	\$998,501
	OPTIONAL COVERS	Flood	Included
		Floating Floors	Included
Section 2	Liability		\$20,000,000
Section 3	Voluntary Workers		Included
Section 5	Fidelity Guarantee		\$100,000
Section 6	Office Bearers' Liability		\$250,000
Section 7	Machinery Breakdown		Not Included
Section 8	Catastrophe		\$1,997,002
Section 9	Part A	Government Audit Costs - Professional Fees	\$25,000
	Part B	Appeal Expenses	\$100,000
	Part C	Legal Defence Expenses	\$50,000
Section 10	Lot Owners' Fixtures And Improvements		\$300,000
Section 11	Loss of Lot Market Value		Not Included

Excess

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated, and the highest single level of Excess only will apply.

Section 1	\$1,000	Insured Property
	\$2,500	Storm and Rainwater
Section 9	\$1,000	Legal Defence Expenses and 10% Contribution

IMPORTANT INFORMATION

This renewal notice has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy Wording (PDS and Policy) and this notice to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website: www.stratacommunityinsure.com.au. This is also where You can locate Your workers compensation documentation (if applicable) <https://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance



**FORM 23
POOL SAFETY CERTIFICATE**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number:

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

Postcode

Lot and plan details: Local government area:

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date: / /

Expiry date: / /

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Pool safety inspector licence number:

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit <https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

UTILITY PLANS

18-03-2026

Enquiry Date: 18-03-2026

Address (Lot/Plan):

8/8 GORDON STREET, LABRADOR, QLD-
4215, AUS

These plans expire 30 days from supply

In response to your request for Utility Plans, please find the following information:

- Responses from the affected utilities/asset owners.

The following utilities/asset owners have assets on or near your searched property:

Sequence Number	Authority Name	Contact Number
269931462	APA Group Gas Networks (90073)	+611800085628
269931461	Telstra QLD South East	+611800653935
269931460	City of Gold Coast	+611300465326
269931459	NBN Co Qld	+611800687626



General Information

Care will be needed to be undertaken if you/your client carry out any excavation works inside or outside the property boundary.

Utility Plans, provides a 'collated pack' of information, including plans/maps, detailing the location of utilities on or near to your property. This can include electricity, gas, water, sewerage, drainage, telecommunications and local government assets, depending upon what utilities are in the vicinity.

Any plans supplied are intended to assist you or your client in the prevention of damage to an underground asset. The plans do not have a guaranteed accuracy since they are supplied by each utility in question. If you or your client perform excavations, any such works are at your/your client's own risk. Prior to any such earth works being conducted on or in the vicinity of the property we recommend that you/your client contact a locator to accurately find and locate each utility to avoid any damage. In the event that a pipe/cable damage does occur from earthworks, you/your client will be responsible for any cost of repair.

Due to the age of some pipes and cables, it is impossible for all plans to have the precise location of all underground utilities. The accuracy and/or completeness of the information supplied cannot be guaranteed as property boundaries, depths and other features may change over time. Therefore, plans are indicative only. Each utility does not warrant that the plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. It is your responsibility to locate underground utilities carefully via potholing prior to any excavation process, and to exercise due care during that excavation.

This report is based on information supplied by each utility – which is current at the time of request. Also please note that plans are supplied with a validity period of 30 days from date of supply.

This content was uploaded by City of Gold Coast in response to your Before You Dig enquiry.

Uploaded

18 Mar 2026 12:12:58pm

Attention: **Soft Reg**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **52657133**

Sequence Number: **269931460**

Dig Site Location: **8/8 GORDON STREET LABRADOR QLD 4215**

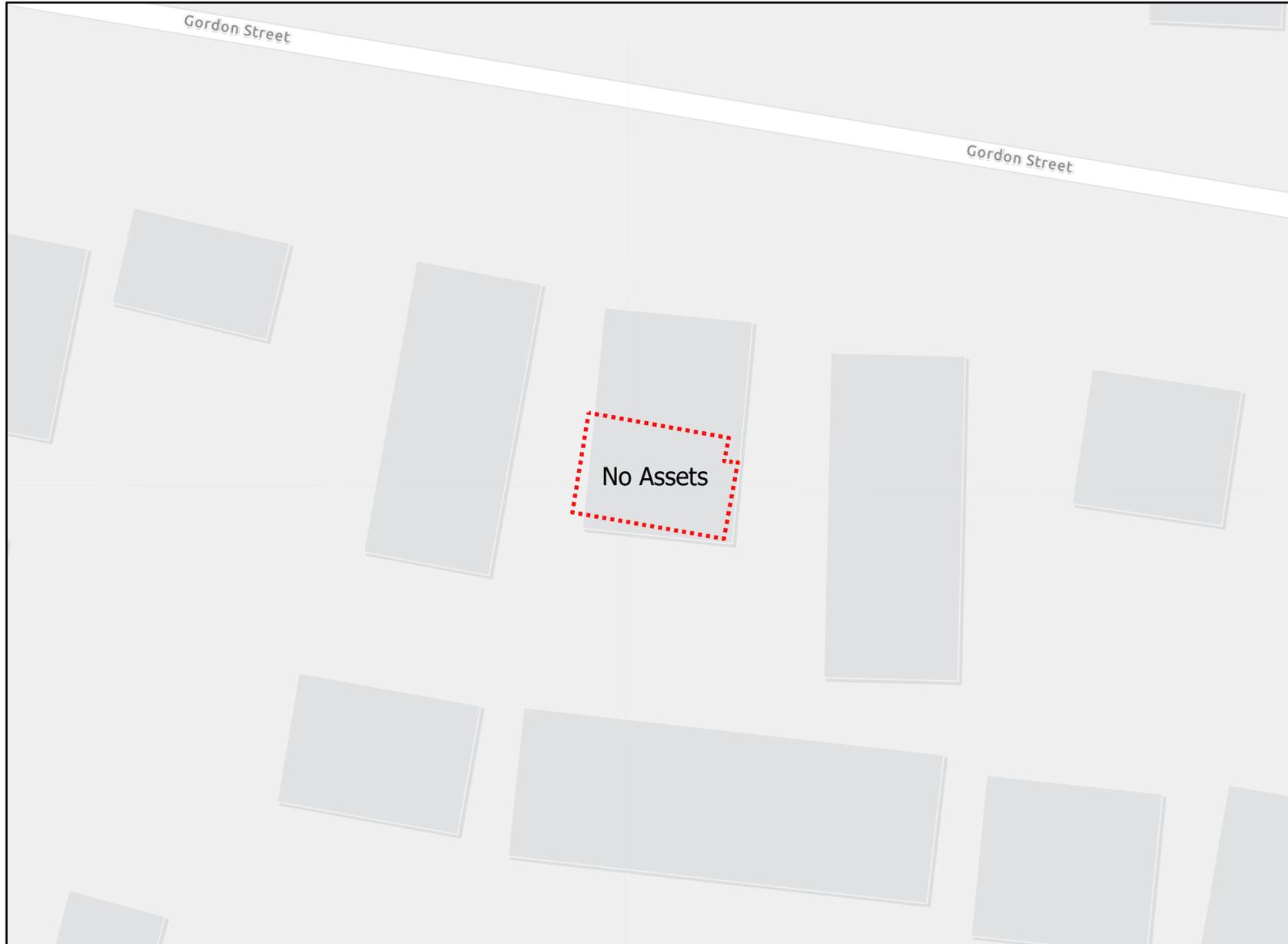
According to our records, your enquiry with the following details **does not impact our infrastructure**. However, if in any doubt, please seek further advice and refer to the accompanying Disclaimers.

This enquiry is valid for **30 days** from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact **City of Gold Coast** on **1300 465 326**

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

For more detailed information visit the [City of Gold Coast External Data Portal](#).

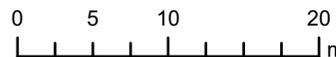


Legend

 BYDA Enquiry

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Gold Coast City Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.



This content was uploaded by APA Group Gas Networks (90073) in response to your Before You Dig enquiry.

Uploaded

18 Mar 2026 12:13:08pm

PLEASE NOTE: This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact BYDA_APA@apa.com.au

Enquiry Details:

Impact	not affected
Sequence Number	269931462
Enquirer Id	3576757
Activity	Conveyancing
Job Number	52657133
User Reference	ITJOB 189214436
Message	354828 265868 [Contact:]

Site Details:

Address	8/8 GORDON STREET LABRADOR QLD 4215
---------	---

Enquirer's Details:

Contact	Soft Reg
Company	
Email	Soft.Reg.3576757@mail.au.pac.pcges.com.au
Phone	+61384135200
Address	610 Victoria Street Richmond VIC 3121

APA Group

This content was uploaded by APA Group Gas Networks (90073) in response to your Before You Dig enquiry.

Uploaded

18 Mar 2026 12:13:08pm

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APA Group

APA

Australia's energy
infrastructure partner



Before You Dig Australia

Classification: Networks

Enquiry date	18/03/2026
Sequence number	269931462
Work site address	8/8 GORDON STREET LABRADOR QLD 4215



Enquiry Date: 18/03/2026
Enquirer: Soft Reg
Sequence Number: 269931462
Work Site Address: 8/8 GORDON STREET
LABRADOR
QLD 4215

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are NO Gas Assets located in close vicinity of the above location.

Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read and comply with all the relevant information contained in this response to your BYDA enquiry.

Before You Dig Checklist



1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.
-



2. Prepare

- Electronically locate gas assets and mark locations.
 - Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.
-



3. Pothole

- Not applicable where no gas assets present.
-



4. Protect

- Not applicable where no gas assets present.
-



5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
 - APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.
-

Contacts

Contacts APA Group	
Enquiry	Contact Numbers
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates* apply for this service (1 hour minimum charge):

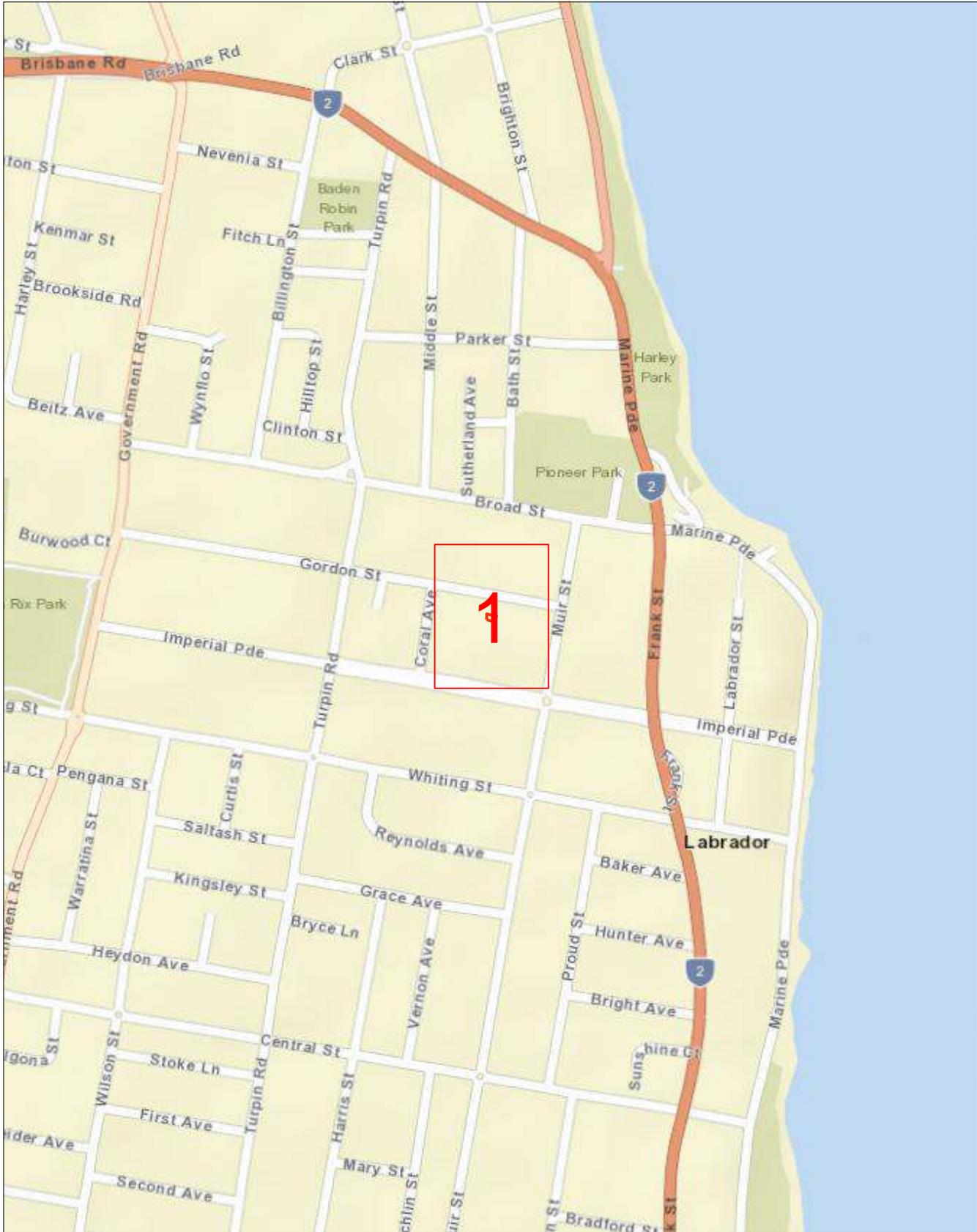
Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking</i>	

Contact APA – Before You Dig officer for state specific hours of business.

**The specified rates do not apply to Origin Energy LPG assets. All charges and invoicing related to these assets will be administered directly by Origin Energy. For further information contact Origin Energy.*

Site 8/8 GORDON STREET
Address: LABRADOR
QLD 4215

Sequence 269931462
Number:



Scale 1: 6000

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



Enquiry Area

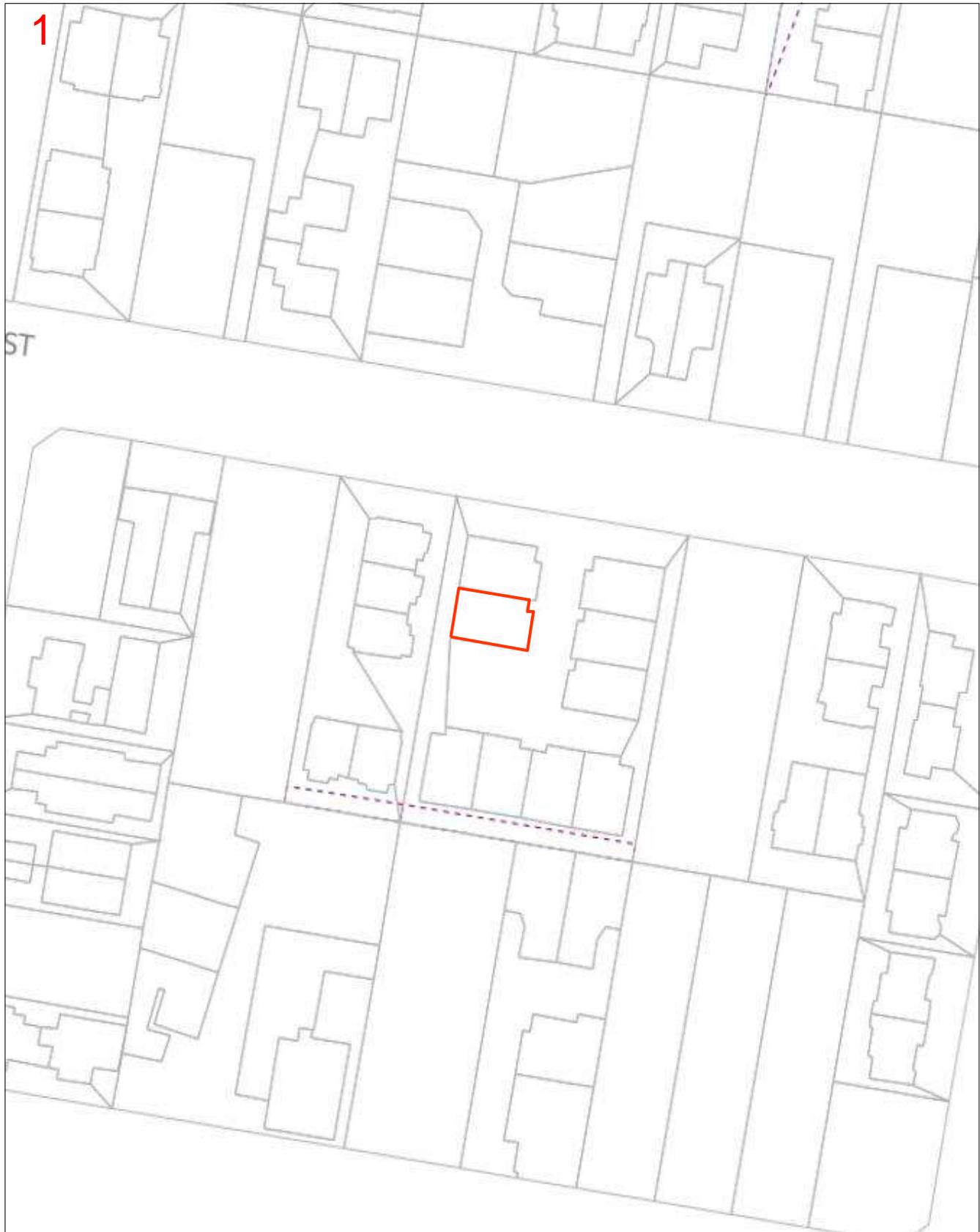


Map Key Area



Site 8/8 GORDON STREET
Address: LABRADOR
QLD 4215

Sequence 269931462
Number:



Scale 1: 700

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



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal		^A A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

40P6 in 80C2	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
63S8	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- **For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.**
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide '**Working Safely Near Gas Lines: A DIY Homeowner's Guide**' which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets



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Australia's energy
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APA

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Before You Dig Australia

Classification: Networks

Enquiry date	18/03/2026
Sequence number	269931462
Work site address	8/8 GORDON STREET LABRADOR QLD 4215



Enquiry Date: 18/03/2026
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Before You Dig Checklist



1. Plan

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2. Prepare

- Electronically locate gas assets and mark locations.
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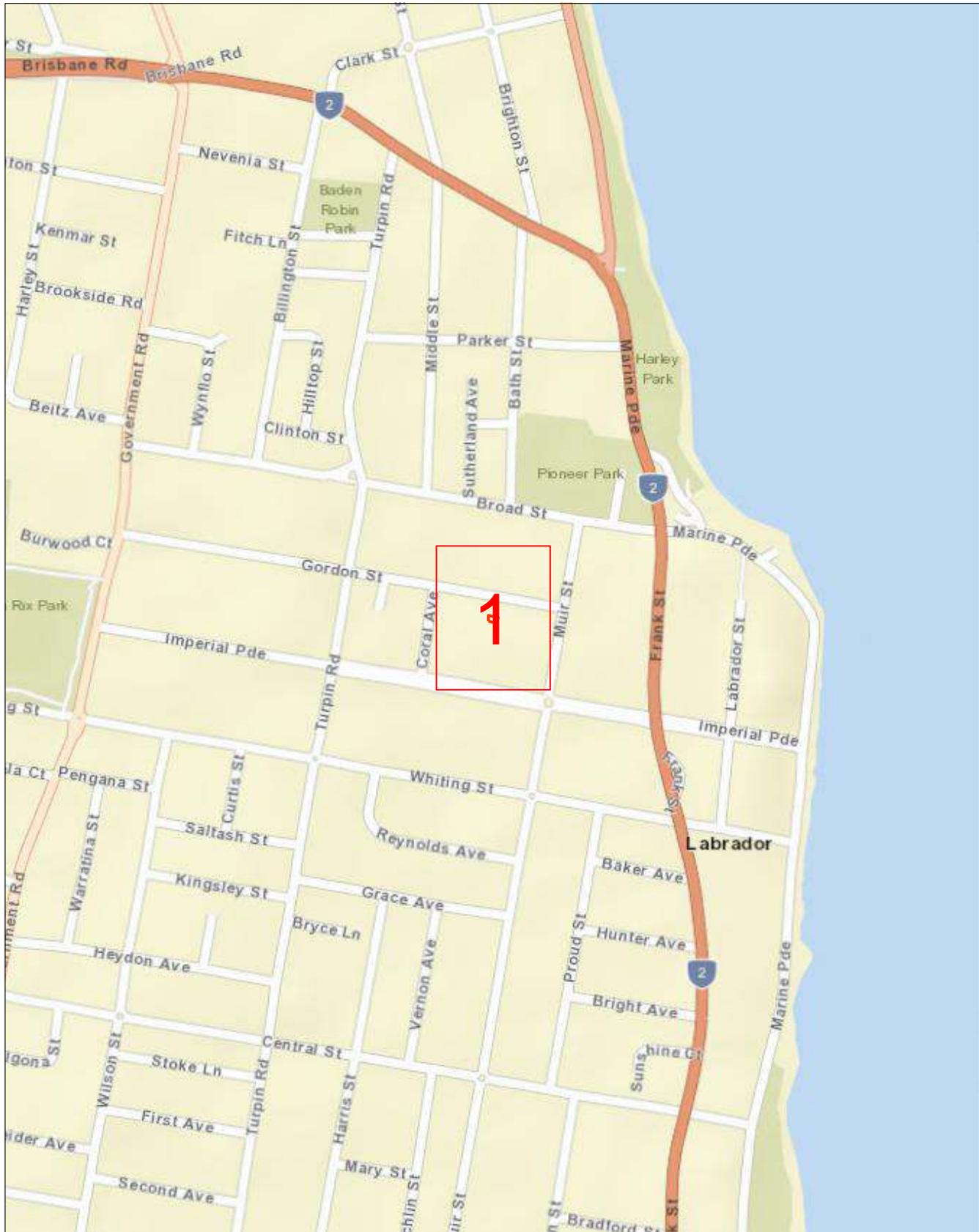
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Site 8/8 GORDON STREET
Address: LABRADOR
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Sequence 269931462
Number:



Scale 1: 6000

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



Enquiry Area

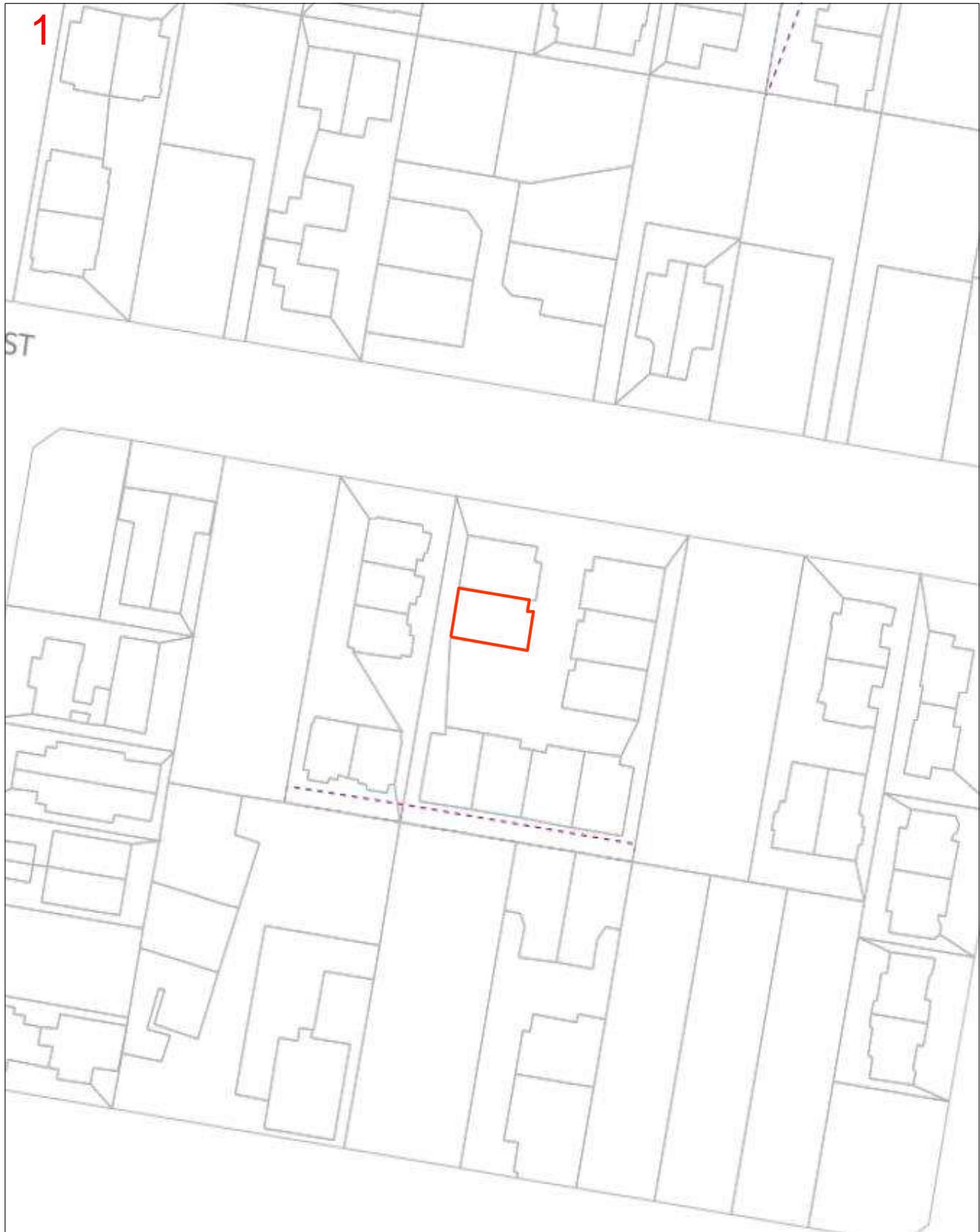


Map Key Area



Site 8/8 GORDON STREET
Address: LABRADOR
QLD 4215

Sequence 269931462
Number:



Scale 1: 700

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



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal		^A A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

40P6 in 80C2	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
63S8	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- **For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.**
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide '**Working Safely Near Gas Lines: A DIY Homeowner's Guide**' which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets



APA
Australia's energy
infrastructure partner

This content was sent by email from Telstra QLD South East in response to your Before You Dig enquiry.

Original subject DBYD JOB: 52657133 SEQ: 269931461 - 8/8 GORDON STREET, LABRADOR QLD 4215
 Original sender TAMS@dominoapp.in.telstra.com.au
 Received 18 Mar 2026 12:21:28pm AEDT

Attention: Soft Reg

Site Location: 8/8 GORDON STREET, LABRADOR, QLD 4215

Your Job Reference: ITJOB|189214436

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA). This response contains Telstra Information relating to your recent request.

 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care v33.0a	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend v4_0c	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

In particular please read and familiarise yourself with the Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : Link 5 P's: Link
 CERTLOC GLOBAL	Telstra highly recommends using Certified Locators	CERTLOC : Link
 1800 653 935 Telstra Plan Services	Whenever in doubt please contact this number for Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com	Note: that Telstra plans are only valid for 60 days from the date of issue
 How to Report Damage to Telstra Equipment	If you think you have damaged Telstra Assets, please Report it ASAP.	Call: 13 22 03 Report Online: Link

It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere

	<p>with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.</p>
	<p>Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).</p>

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 them. 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 assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works.

See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**
[https://www.byda.com.au/before-you-dig/best-practice-guides/..](https://www.byda.com.au/before-you-dig/best-practice-guides/)

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: Telstra Duty of Care v33.0a.pdf)

(See attached file: Telstra Map Legend v4_0c.pdf)

(See attached file: AccreditedPlantLocators 2026-03-17a.pdf)

(See attached file: 269931461.pdf)



Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the BYDA's **Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



Disclaimer and legal details

*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities arranging for the works to be performed, supervising the works, and undertaking the works to protect Telstra network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details. If the Applicant is aware of another party or parties about to perform or performing works at the location, it should ensure that the other party or parties have lodged a BYDA enquiry and obtained plans for that location. If you are undertaking excavations works you must follow the 5Ps of Safe Excavation. The 5 Ps of Safe Excavation are set out in the video in the below link.

<https://www.byda.com.au/education/resources/>

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

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. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

Privacy Note

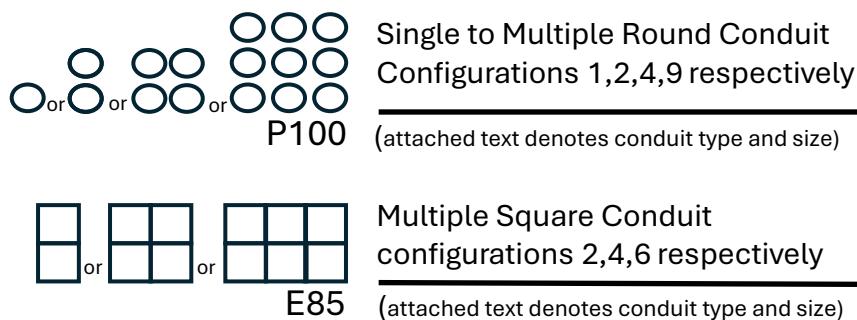
Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).



LEGEND

	Lead-in terminates at a Customer Address
	Exchange Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



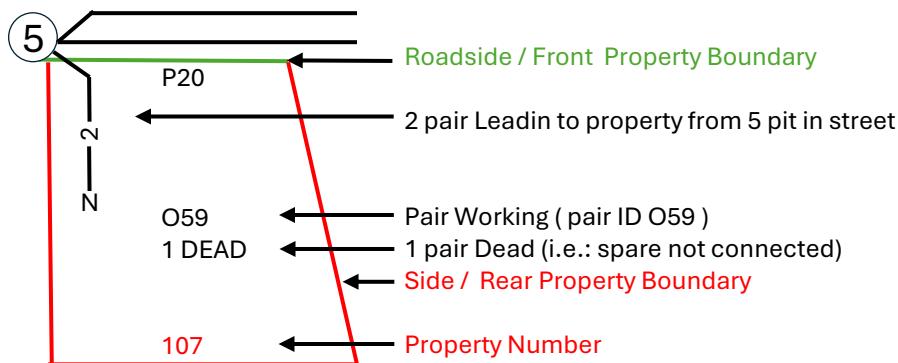
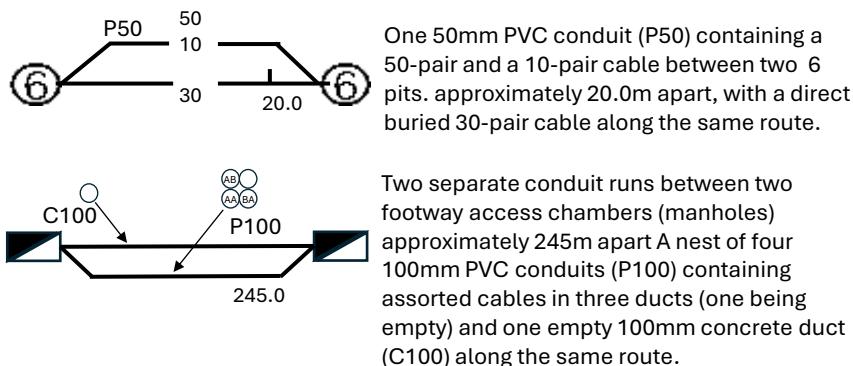
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

General Information



Telstra highly recommends using Certified Locators.

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>



OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types. Dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



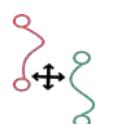
DWF Map Files (all sizes over A3)
 Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
 Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
 (Windows PC)



PDF Map Files (max size A3)
 Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
 13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
[Email](#)
 Telstra Protection & Relocation Fact Sheet: [Link](#)
 Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)
 1800 047 909

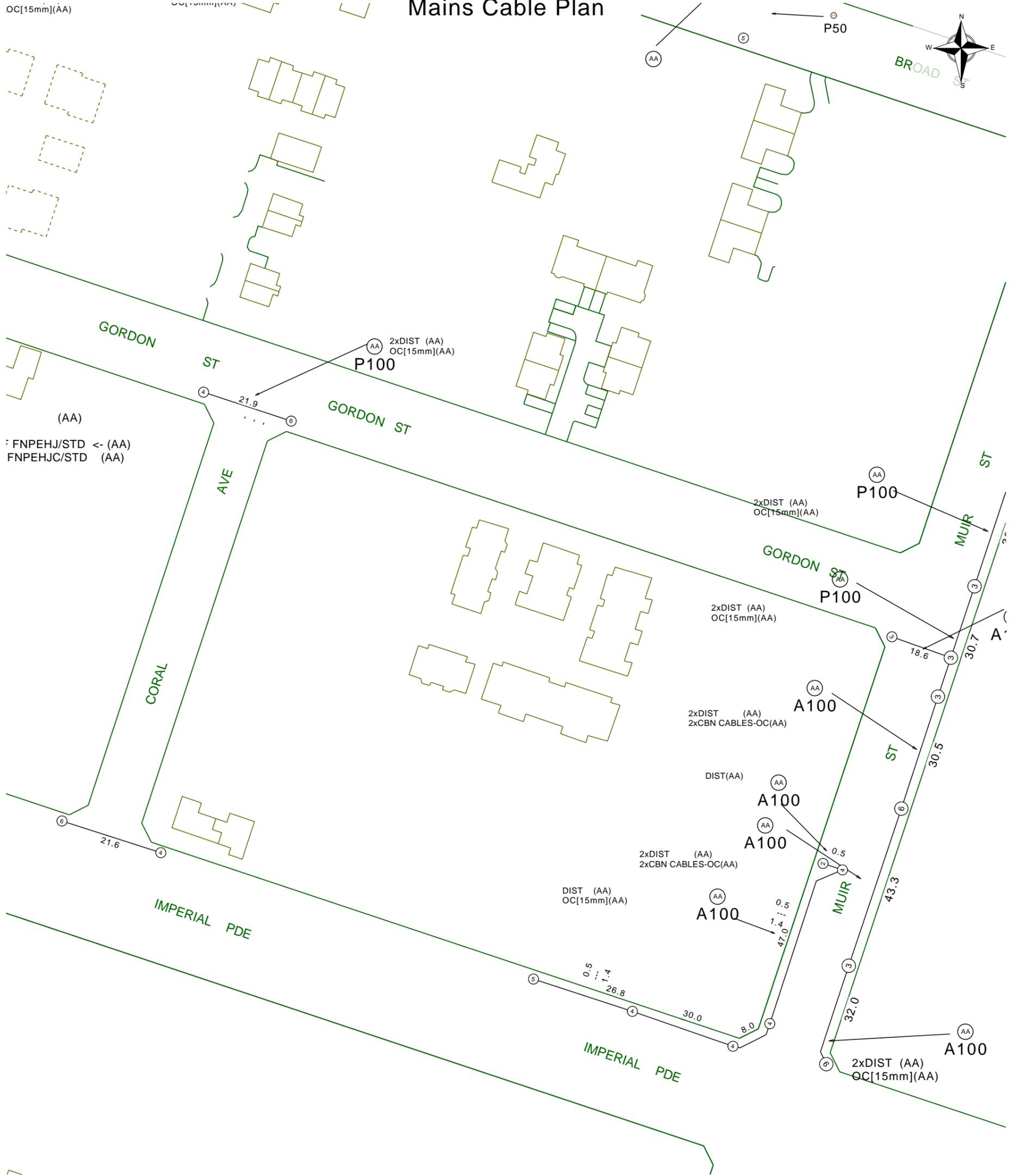
Protect our Network:

by maintaining the following distances from our assets:

- **1.0m Mechanical Excavators, Farm Ploughing, Tree Removal**
- **500mm Vibrating Plate or Wacker Packer Compactor**
- **600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.**
- **1.0m Jackhammers/Pneumatic Breakers**
- **2.0m Boring Equipment (in-line, horizontal and vertical)**

Mains Cable Plan

OC[15mm](AA)



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: 269931461

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 18/03/2026 12:15:59

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.

This content was sent by email from NBN Co Qld in response to your Before You Dig enquiry.

Original subject	DBYD JOB:52657133 SEQ:269931459 - 8/8 GORDON STREET , LABRADOR , QLD , 4215 email(1/1)
Original sender	DONOTREPLY@nbnco.com.au
Received	18 Mar 2026 12:43:15pm AEDT

Hi Soft Reg,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid. Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue. If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail



Working near nbn™ cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

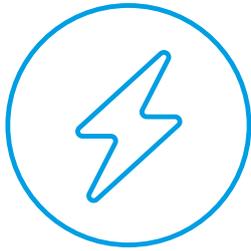


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

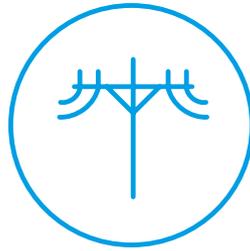


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

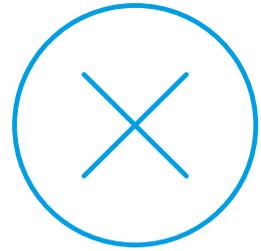
Working near **nbn**[™] cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**[™] network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

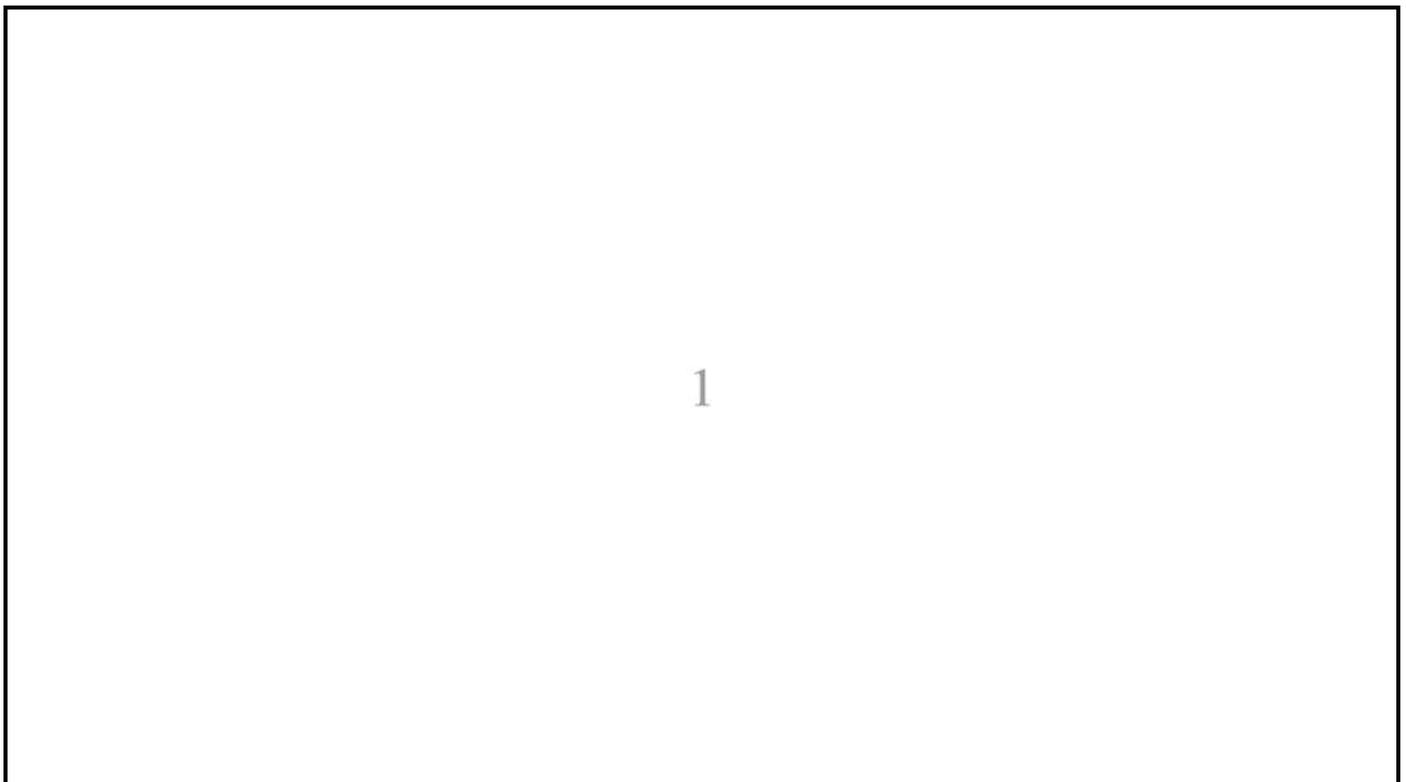
This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co. Copyright © 2021 nbn co limited. All rights reserved.



To: Soft Reg
Phone: Not Supplied
Fax: Not Supplied
Email: Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Dial before you dig Job #:	52657133	
Sequence #	269931459	
Issue Date:	18/03/2026	
Location:	8/8 GORDON STREET , LABRADOR , QLD , 4215	

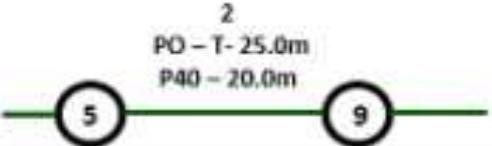
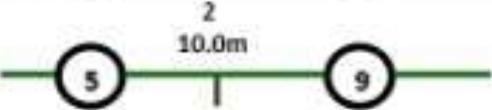
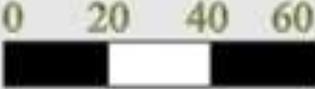
Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans





LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m



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.

To: Soft Reg
Phone: Not Supplied
Fax: Not Supplied
Email: Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Before You Dig Australia Job #:	52657133	
Sequence #	269931459	
Issue Date:	18/03/2026	
Location:	8/8 GORDON STREET , LABRADOR , QLD , 4215	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the [nbn Commercial Works](#) website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 18/03/2026

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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GOLDCOAST™ Water and Sewerage Rate Notice

Cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659

Notice Number
8 2844499 0

Date of issue
16 February 2026



168441/A12/000320 D-041
A P DAMCEVSKI AND A PETROVSKI
UNIT 8 / 8 GORDON ST
LABRADOR QLD 4215

Current Billing Period:
1 November 2025 to 9 February 2026
Amount due:

\$601.45

(see back for payment options)

Due date for payment:

(interest penalty applies after due date)

19 March 2026

To make payment

Cityofgoldcoast.com.au/rates

UNIT 8, 8 GORDON STREET, LABRADOR
L 8 SP165611

(Payments received after 8 February 2026 may not be included in this notice)

Opening balance	\$1.45CR
Water and sewerage charges (Includes State Bulk Water Price)	\$602.90
Amount payable if paid by: 19 March 2026	
	\$601.45

My Account is the secure and convenient way to manage your City services online. Sign up for My Account to check your rates and water notices, view your account balances online, and change your contact details and address. Also, to make it easier to manage your payments, eligible property owners can apply for extra time to pay rates and water bills. For more information visit Cityofgoldcoast.com.au/myaccount

CITY OF
GOLDCOAST™

In Person / Mail Payment Advice
Name: A P DAMCEVSKI AND A PETROVSKI
Ref: 8 2844499 0

+419 828444990

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billers Code: 868745
Ref: 8 2844499 0



Date: / /
Cash: _____
Cheques (see reverse)

Total amount payable
Due by: 19 March 2026

\$601.45

Teller stamp
and Initials

No. of
Cheques

For Credit
Gold Coast City Council

Tran Code User ID Customer Reference No.
831 066684 000008284449902

\$

+ 7 5 7 +

CITY OF **GOLDCOAST**

Rate Notice

cityofgoldcoast.com.au/rates
1300 366 659

Notice number
2 2844499 8

Date of Issue
19 January 2026

Current rating period:
1 January 2026 to 30 June 2026
\$1,108.09
(see back for payment options)



168271/A09/034301 D-041
A P Damcevski and A Petrovski
Unit 8 / 8 Gordon St
LABRADOR QLD 4215

Due date for payment:
19 February 2026
Total amount payable after due date:
\$1,172.99
(interest penalty applies after due date)

UNIT 8, 8 Gordon Street, LABRADOR QLD 4215

Lot 8 SP165611

(Payments received after 31 December 2025 may not be included in this notice)

Opening balance		\$0.20CR
State Government and associated charges	<i>(see rate assessment page for details)</i>	\$126.80
Council rates and charges	<i>(see rate assessment page for details)</i>	\$1,046.39
Less 10% Council discount on GENERAL RATE if full payment received by the due date		\$64.90CR
Amount payable if paid by: 19 February 2026		\$1,108.09

To view your rating category statement and other rate notice inserts online, visit cityofgoldcoast.com.au/inserts

To make a **voluntary** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY® details on the reverse.

Sign-up to My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount



SCAN THE QR CODE
to log-in or sign up
to My Account

CITY OF **GOLDCOAST**

In Person / Mail Payment Advice

Name: A P Damcevski and A Petrovski
Ref: 2 2844499 8

*419 228444998

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billers Code: 575217
Ref: 2 2844499 8



Post
Billpay

Total Amount Payable
If paid by: 19 February 2026

\$1,108.09

Total Amount Payable
If paid after: 19 February 2026

\$1,172.99

Teller stamp
and initials

No. of
Cheques

Date: / /

Cash

Cheques (see reverse)

For Credit
Gold Coast City Council

Tran Code	User ID	Customer Reference No.
831	066684	000002284449988

\$

**“BROADWATER HAVEN CTS 33316”
 COCKERILL AND COMPANY BODY CORPORATE
 MANAGEMENT SERVICES**

PO Box 6317, Gold Coast Mail Centre. Q. 9726
 Phone: (07) 55 382199

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Date of Notice: 25 February 2026
 Lot No. 8
 Unit No. 8

Mr. A. Damcevski and Ms. A. Petrovski
 8/8 Gordon Street
LABRADOR. Q. 5214

**Body Corporate for
 BROADWATER HAVEN CTS 33316
 8 Gordon Street, Labrador**

Current Annual Contribution for Administrative Fund is \$3,600.00 net
 Current Annual Contribution for Sinking Fund is \$1,400.00 net
 The above amounts are to be paid in advance in four (4) instalments each year
 If the instalments are not received by the due date interest maybe charged at the rate
 of 2.5% each month for late payment.

First Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/11/25 to 31/01/26	31/01/26	\$900.00
Sinking Fund	01/11/25 to 31/01/26	31/01/26	\$350.00
Totals payable by 31 January 2026			<u>\$1,250.00*</u>
Less credit			\$ 0.55
Balance payable by 31 January 2026			<u>\$1,249.45</u>
Less paid 27/01/26			<u>\$1,250.00</u>
			<u>\$ 0.55cr</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Second Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/02/26 to 30/04/26	31/03/26	\$900.00
Sinking Fund	01/02/26 to 30/04/26	31/03/26	\$350.00
Totals payable by 31 March 2026			<u>\$1,250.00*</u>
Less credit			\$ 0.55

\$1,249.45

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$38.88 Sinking Fund will apply.

Third Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/05/26 to 31/07/26	30/06/26	\$900.00
Sinking Fund	01/05/26 to 31/07/26	30/06/26	\$350.00
Totals payable by 30 June 2026			<u>\$1,250.00*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Fourth Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/08/26 to 31/10/26	30/09/26	\$900.00
Sinking Fund	01/08/26 to 31/10/26	30/09/26	\$350.00
Totals payable by 30 September 2026			<u>\$1,250.00*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$1,000.00 Administration Fund and \$388.88 Sinking Fund will apply.

Payment via the Internet to Account Number. 846700908 BSB 083-088. PLEASE USE YOUR UNIT NUMBER AS THE REFERENCE.