



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

Property address (referred to as the "property" in this statement)

Lot on plan description

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

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

No *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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</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 type="text" value="Insert date range"/> » the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/> » whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</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; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Rights and interests reserved to the Crown by Deed of Grant No. 10256182 (POR 12), Gas, water, stormwater, sewer, NBN, TPG Telecom infrastructure located within the scheme and/or property boundaries, plans attached show location.</p> </div>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input 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 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	<p>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 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Special Purpose Special Development Areas Precinct & Priority Development Area State Gov </div>		
Transport proposals and resumptions	<p>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.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<p>The lot is affected by a notice of intention to resume the property or any part of the property.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
<p>* <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.</p>			
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p>		
	<p>The following notices are, or have been, given:</p>		
	<p>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).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<p>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).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<p>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).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p>		
	<p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>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).</p>		
Flooding	<p>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.</p>		
Vegetation, habitats and protected plants	<p>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.</p>		

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 checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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: <input type="text" value="\$1,339.43"/> Date Range: <input type="text" value="1/1/2026-30/6/2026"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> 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: <input type="text" value="\$401.25"/> Date Range: <input type="text" value="21/5/2025 -13/8/2025"/>
	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: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert 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. <i>(If Yes, complete the information below)</i></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 <i>(If Yes, complete the information below)</i></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:
Dianne Helen Pfeiffer
CD49F708B0C947E...
Signature of seller

Signed by:
Anthony John Pfeiffer
58181B1083F94D4...
Signature of seller

DIANNE HELEN PFEIFFER
Name of seller

ANTHONY JOHN PFEIFFER
Name of seller

2/3/2026
Date

2/3/2026
Date

Signatures – BUYER

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

Signature of buyer

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:	50712261	Search Date:	12/01/2026 11:14
Date Title Created:	31/03/2008	Request No:	54670337
Previous Title:	50656812		

ESTATE AND LAND

Estate in Fee Simple

LOT 2603 SURVEY PLAN 188984
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 38236

REGISTERED OWNER

Dealing No: 721010680 12/08/2021

DIANNE HELEN PFEIFFER
ANTHONY JOHN PFEIFFER

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
Deed of Grant No. 10256182 (POR 12)
- MORTGAGE No 724272447 14/08/2025 at 16:08
SKYBOUND FIDELIS INVESTMENT LTD A.C.N. 151 776 706

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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.

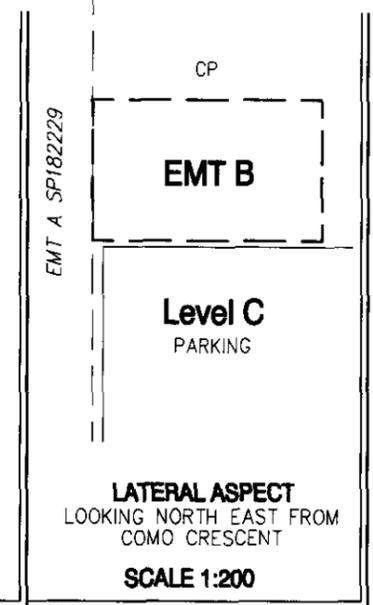
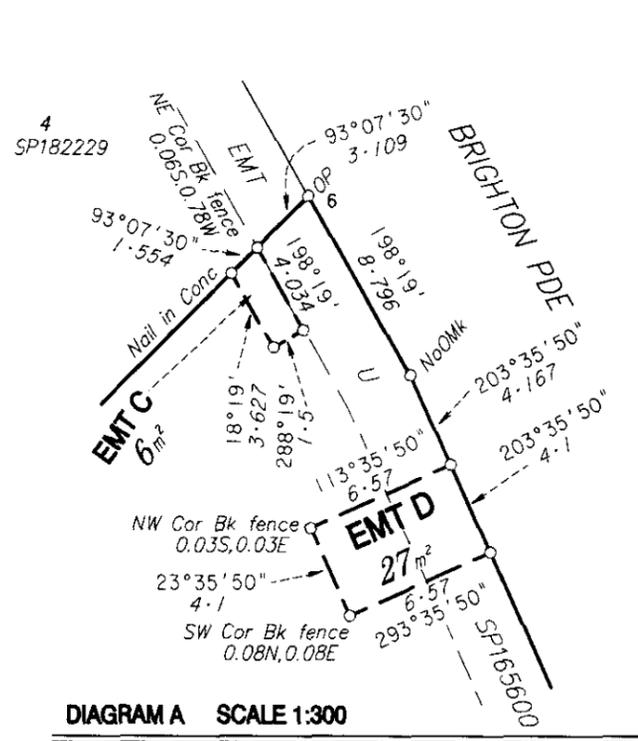
RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

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

Land Title Act 1994 ; Land Act 1994
 Form 21 Version 2

SURVEY PLAN

Sheet **1** of **19**



REFERENCE MARKS

STN	TO	BEARING	DIST	ORIGIN
1	ODH in Kb	128°27'10"	9.495	19, SP182229
3	ODH in Kb	312°35'50"	9.581	9, SP182229
7	ODH in Kb	86°08'40"	2.727	15, SP182229
7	ODH in Kb	160°42'40"	29.134	15, SP182229
8	ODH in Kb	123°01'40"	3.586	17, SP182229

PERMANENT MARKS

PM	BEARING	DIST	No.	ORIGIN
1-OPM	219°28'40"	257.734	112372	26/SP105659
3-PM	312°23'15"	19.52	164175	

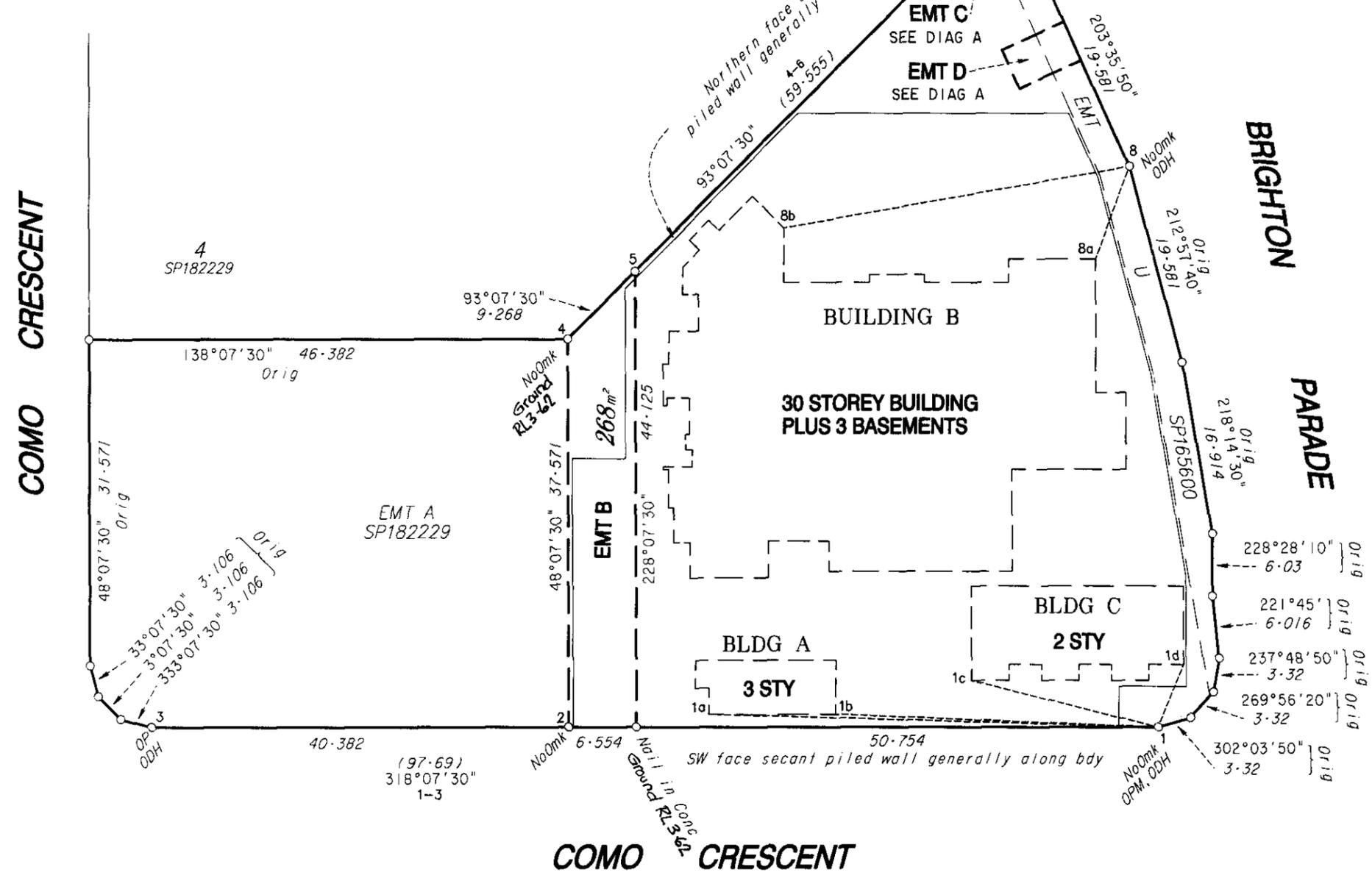
CONNECTION TO BUILDINGS

STN	BEARING	DIST
1-1a	319°45'	43.73
1-1b	320°23'10"	31.41
1-1c	332°00'30"	18.77
1-1d	70°08'40"	6.54
8-8a	248°30'	9.51
8-8b	308°07'	34.12

EASEMENT B IS RESTRICTED IN HEIGHT TO RL 7.6 AHD & IN DEPTH TO RL 3.6 AHD
 LEVEL ORIGIN PM 64991 RL 1.577 AHD

ORIGINAL INFORMATION COMPILED FROM SP182229 IN THE DEPARTMENT OF NATURAL RESOURCES & WATER
 PEG PLACED AT ALL SUBJECT CORNERS UNLESS OTHERWISE STATED.

Area of Base Parcel..... 5352m²



Scale: 1:500
 Format: BUILDING

Plan of Lots 401-410, 501-503, 601-604, 701-706, 801-806, 901-906, 1001-1006, 1101-1106, 1201-1206, 1301-1306, 1401-1406, 1501-1506, 1601-1605, 1701-1705, 1801-1805, 1901-1905, 2001-2005, 2101-2105, 2201-2205, 2301-2305, 2401-2405, 2501-2505, 2601-2605, 2701-2705, 2801-2805, 2901-2905, 3001-3005, 3101-3105, 3201-3205, 3301-3305, Common Property, EMT B Restricted in CP, EMT C in CP & EMT D in CP

Cancelling Lot 5 on SP 182229
 PARISH: **NERANG** COUNTY: **Ward**
 Meridian: **MGA Vide SP 182229** F/N's: No

Scale: **1:500**
 Format: **BUILDING**

SP188984
 Plan Status:

BROWN & PLUTHERO PTY. LTD.
 A.C.N. 010 117 236

hereby certify that the land comprised in this plan was surveyed by the corporation, by Mark William Scholz Cadastral Surveyor whose work the corporation accepts responsibility for and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping (Infrastructure) Act 2003 and Surveyors Act 2003 and the Surveying Regulations and Standards and that the said plan was completed on 22/1/08



DIRECTOR
31 JAN 2008
 DIRECTOR DATE

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

711522954

Registered

5. Lodged by
COLLAS MORO ROSS
PO Box 317
SURFERS PARADISE
QLD 4214
Ph: (07) 5539 9099

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

GC 400 NT

\$11318.20
25/03/2008 11:02

1. Certificate of Registered Owners or Lessees.

1/We **KARIMBLA PROPERTIES (No3) PTY LTD** ACN 102 165 186

(Names in full)

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

* as Lessees of this land agree to this plan.

Signature of * Registered Owners * Lessees



Peter Spira

**Peter Spira
Director**

Kylie McGovern

**KYLIE McGOVERN
SECRETARY**

* 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

14th day of March 2008

David Andrew Lohar
**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 : **38236**
Name : "BRIGHTON ON BROADWATER MARINA"

4. References :

Dept File :
Local Govt : **PA292234/00/01**
Surveyor : **41583/A2**

6. Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
50656812	5	SP182229	401-410,501-503,601-604,701-706, 801-806,901-906,1001-1006,1101-1106, 1201-1206,1301-1306,1401-1406,1501-1506, 1601-1605,1701-1705,1801-1805,1901-1905, 2001-2005,2101-2105,2201-2205,2301-2305, 2401-2405,2501-2505,2601-2605,2701-2705, 2801-2805,2901-2905,3001-3005,3101-3105, 3201-3205,3301-3305 & Common Property	B,C,D	-

Encumbrance Easement	
Easement	Lots to be Encumbered
708708404 (Emt U SP165600)	Common Property
710453404 (Emt A SP182229)	Common Property

12. 401-410,501-503,601-604,701-706, 801-806,901-906,1001-1006, 1101-1106,1201-1206,1301-1306, 1401-1406,1501-1506,1601-1605, 1701-1705,1801-1805,1901-1905, 2001-2005,2101-2105,2201-2205, 2301-2305,2401-2405,2501-2505, 2601-2605,2701-2705,2801-2805, 2901-2905,3001-3005,3101-3105, 3201-3205,3301-3305 & Common Property

DEVELOPMENT APPROVAL DATE 26/06/07

Orig: 12, Lots: [blank]

7. Portion Allocation :

8. Map Reference :
9542 - 22324

9. Locality :
SOUTHPORT

10. Local Government :
GOLD COAST CITY COUNCIL

11. Passed & Endorsed :
By : BROWN & PAUTHERO PTY.LTD.
ACN 107 236
Date : 31 March 2008 20.3.08
Signed : *R.S. Hamion*
Designation : Cadastral Surveyor/Director

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

R.S. Hamion 26.2.08
Cadastral Surveyor/Director * Date
*delete words not required

13. Lodgement Fees :

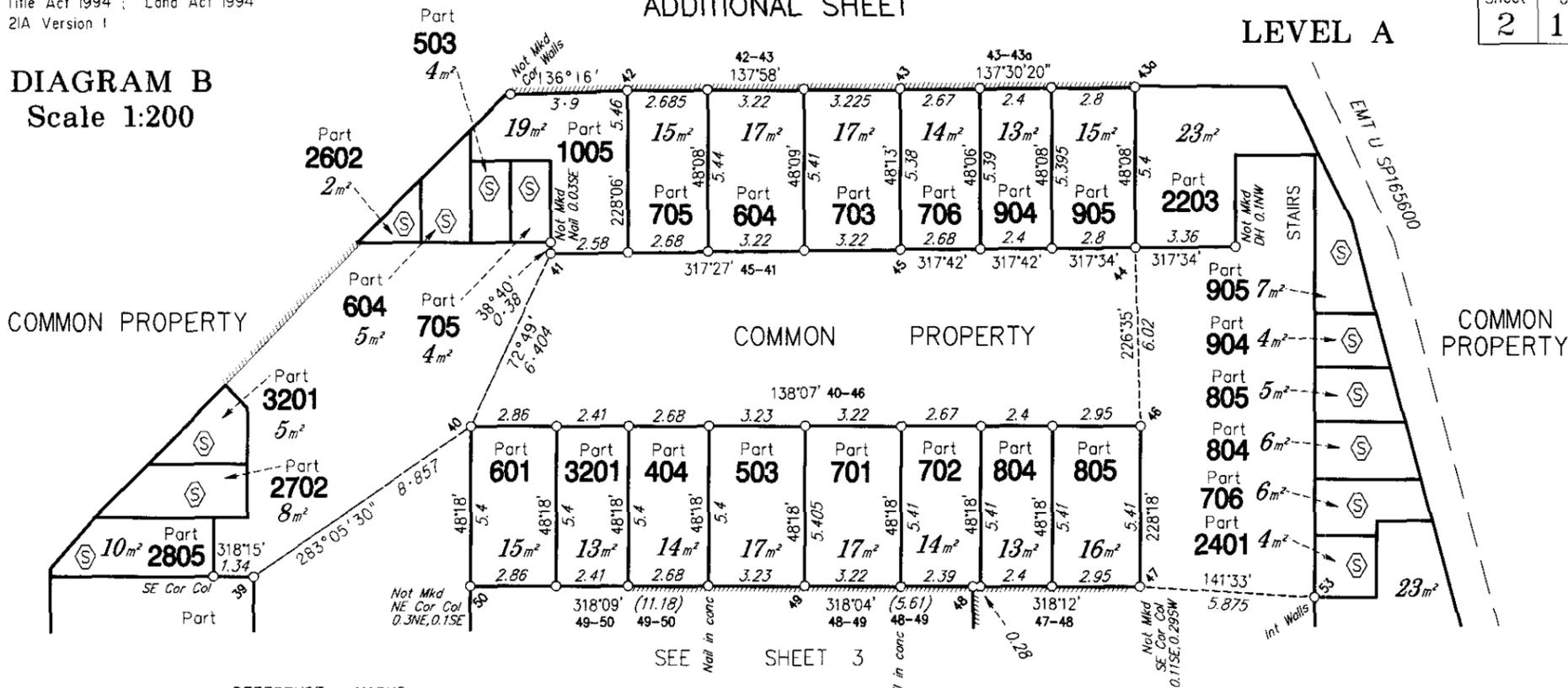
Survey Deposit	\$ 3,149.90
Lodgement	\$ 115.00
161 New Titles	\$ 7,993.65
Photocopy	\$ -
Postage	\$ -
TOTAL	\$ 11,258.55

14. Insert Plan Number **SP 188984**

ADDITIONAL SHEET

LEVEL A

DIAGRAM B
Scale 1:200



REFERENCE MARKS

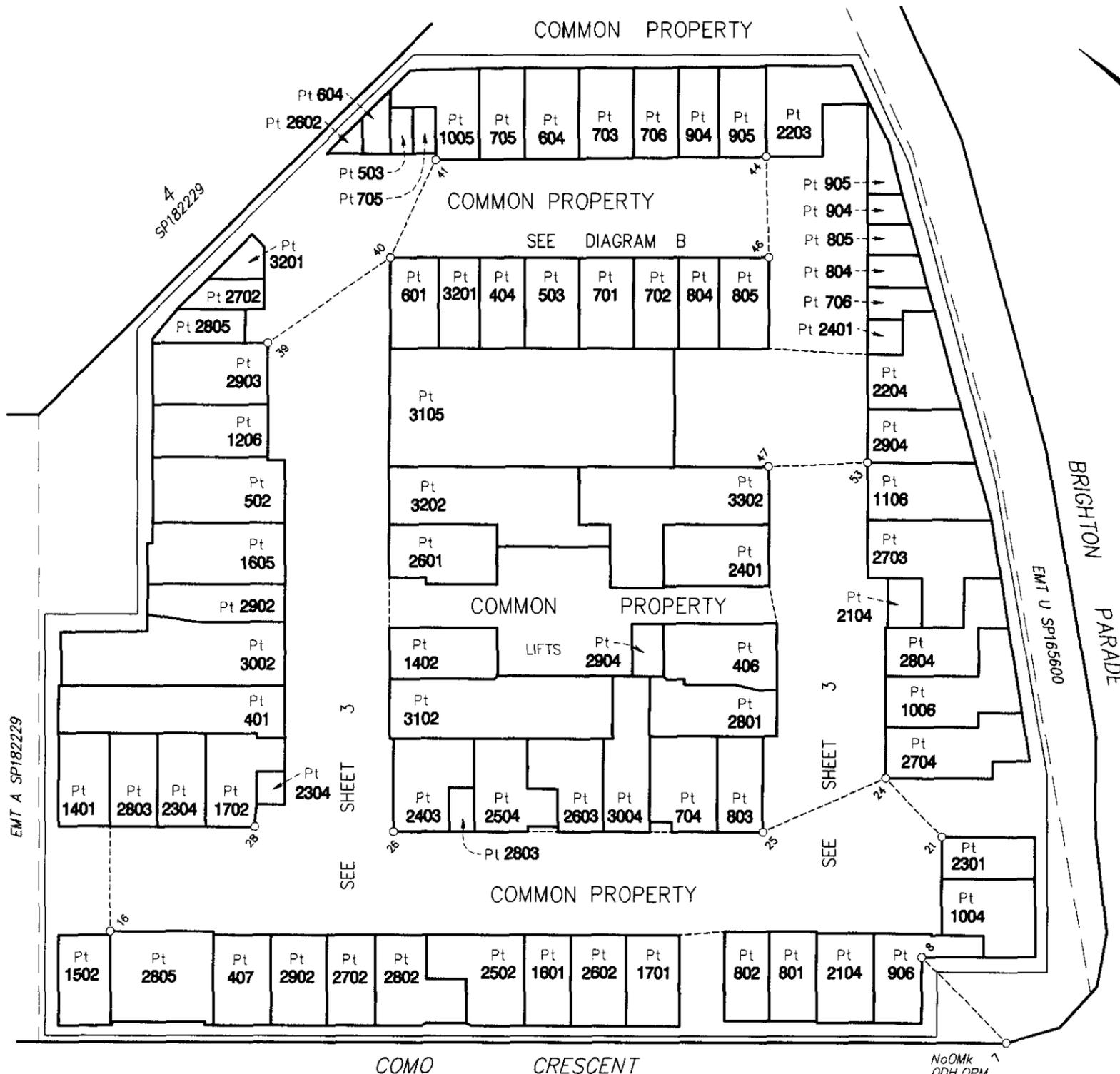
STN	TO	BEARING	DIST	ORIGIN
25	Nail in conc	172°24'40"	5.02	
28	Nail in conc	220°01'30"	2.477	
40	Nail in conc	355°01'10"	4.814	
46	Nail in conc	100°26'30"	4.737	

DRILL HOLE PLACED IN CONCRETE AT SUBJECT LOT CORNERS WITHIN LEVEL A UNLESS OTHERWISE STATED

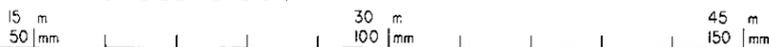
LOTS WITHIN LEVEL A ARE GARAGES UNLESS DENOTED BY

(S) REPRESENTING STORAGE

LEVEL A



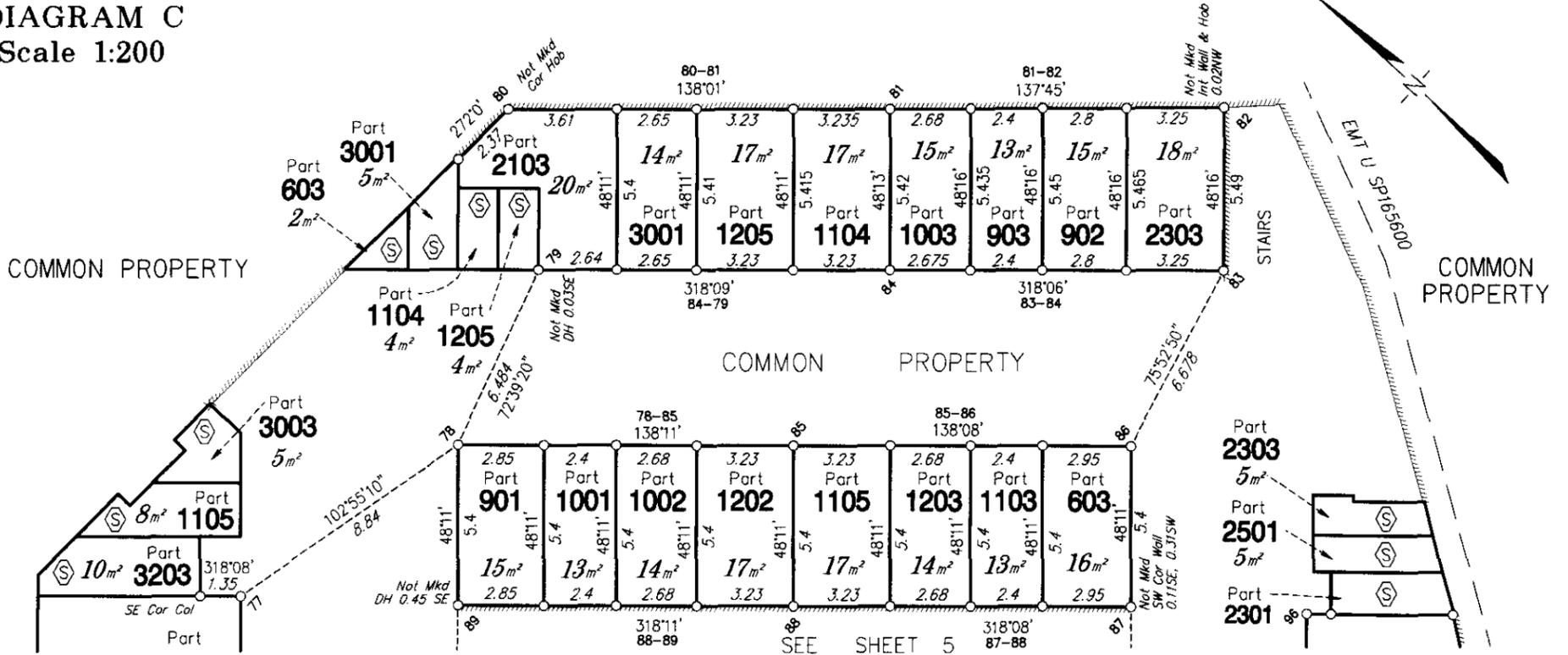
Scale 1:300



State copyright reserved.

Insert Plan Number **SP188984**

DIAGRAM C
Scale 1:200



REFERENCE MARKS

STN	TO	BEARING	DIST	ORIGIN
69	Nail in conc	117°15'40"	4.318	
70	Nail in conc	282°57'40"	4.897	
78	Nail in conc	354°57'30"	4.793	
86	Nail in conc	111°37'40"	4.196	

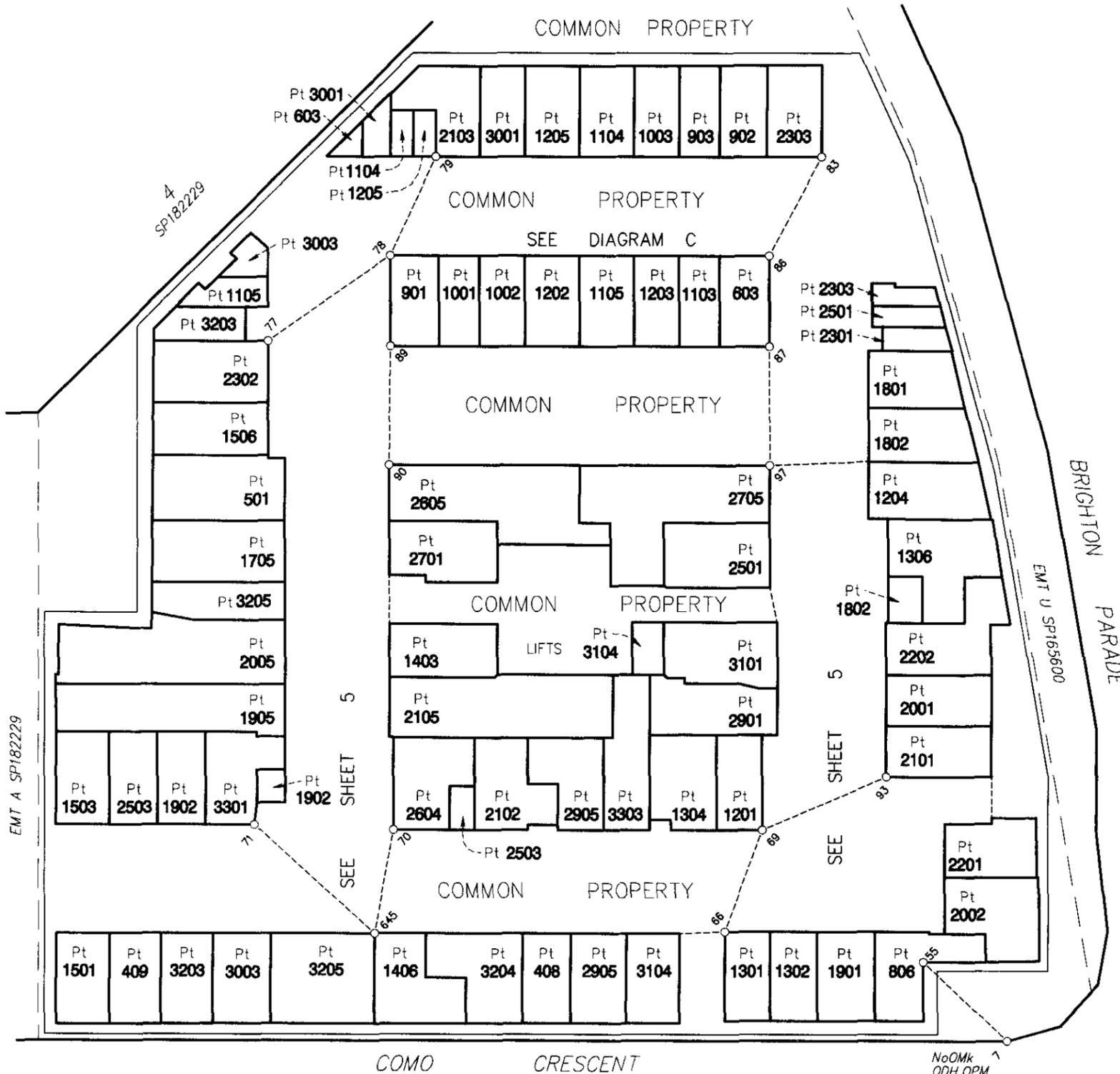
DRILL HOLE PLACED IN CONCRETE AT SUBJECT LOT CORNERS WITHIN LEVEL B UNLESS OTHERWISE STATED

LOTS WITHIN LEVEL B ARE GARAGES UNLESS DENOTED BY

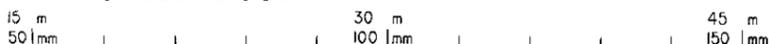
⊗ REPRESENTING STORAGE

COMMON PROPERTY

LEVEL B



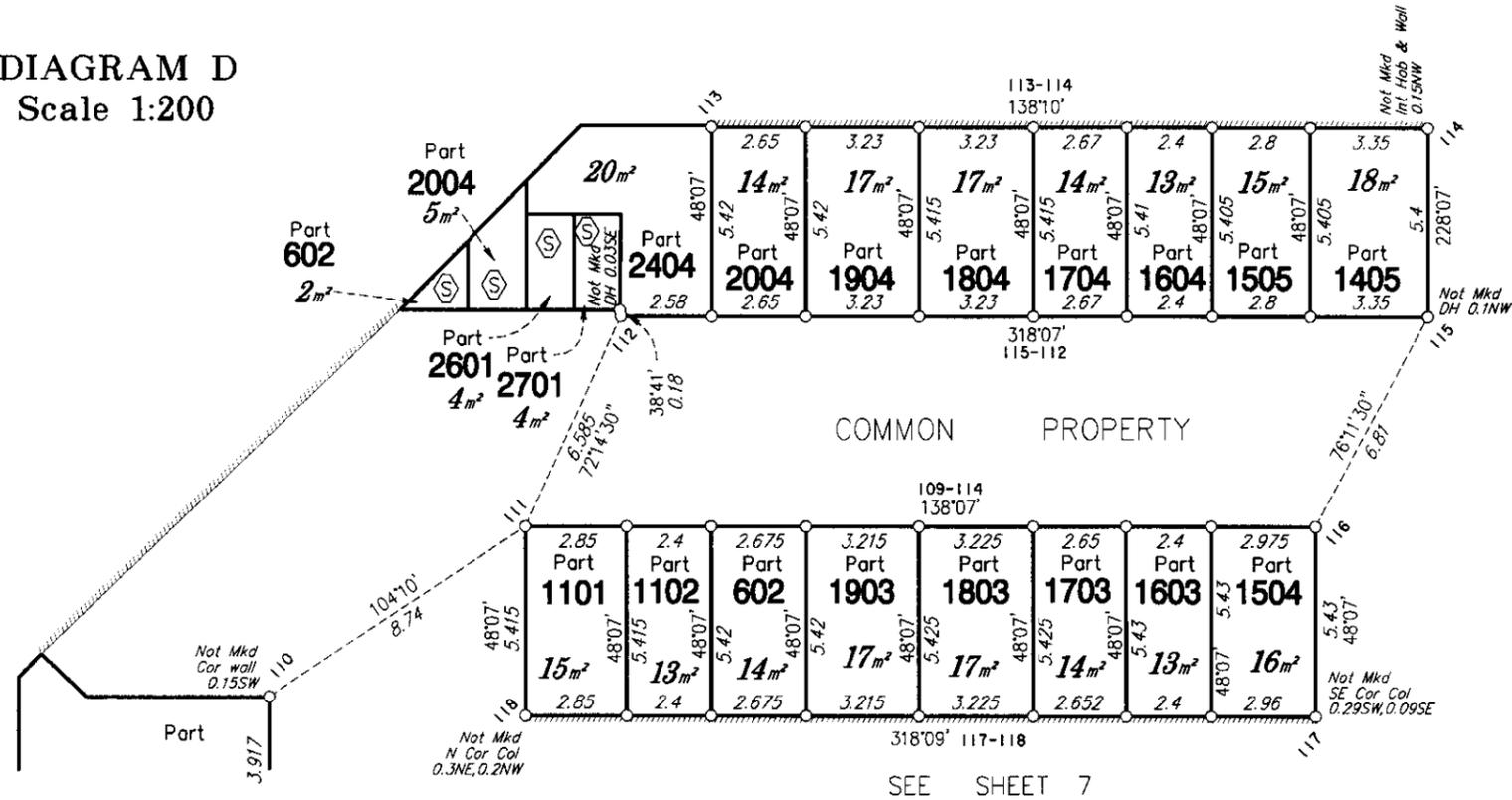
Scale 1:300



State copyright reserved.

Insert Plan Number **SP188984**

DIAGRAM D
Scale 1:200

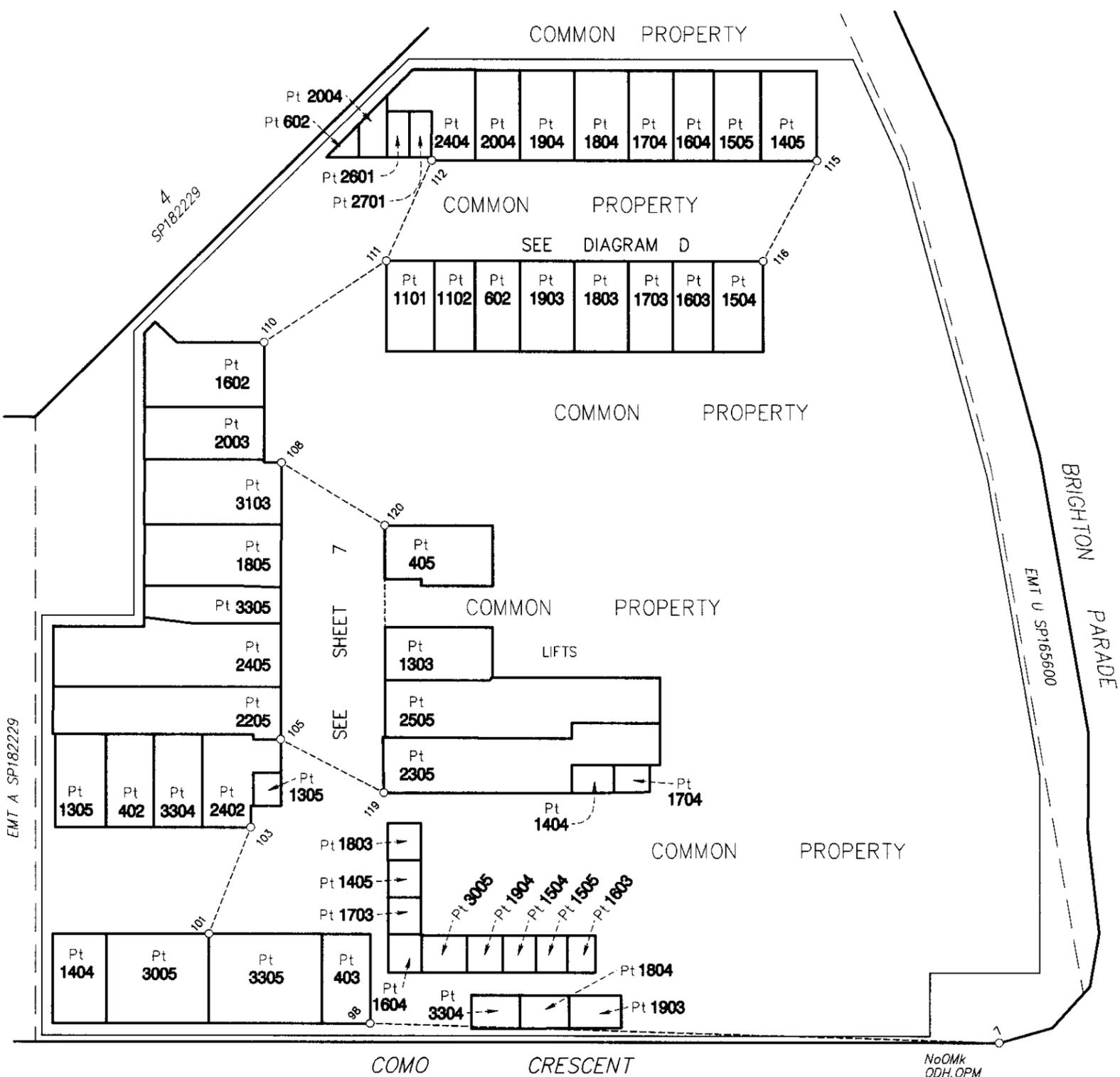


REFERENCE MARKS

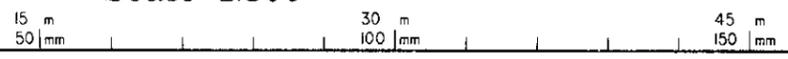
STN	TO	BEARING	DIST	ORIGIN
103	Nail in conc	174°50'30"	5.227	
111	Nail in conc	354°50'50"	4.824	
115	Nail in conc	218°22'10"	3.173	

DRILL HOLE PLACED IN CONCRETE AT SUBJECT LOT CORNERS WITHIN LEVEL C UNLESS OTHERWISE STATED
LOTS WITHIN LEVEL C ARE GARAGES UNLESS DENOTED BY
⊗ REPRESENTING STORAGE

LEVEL C

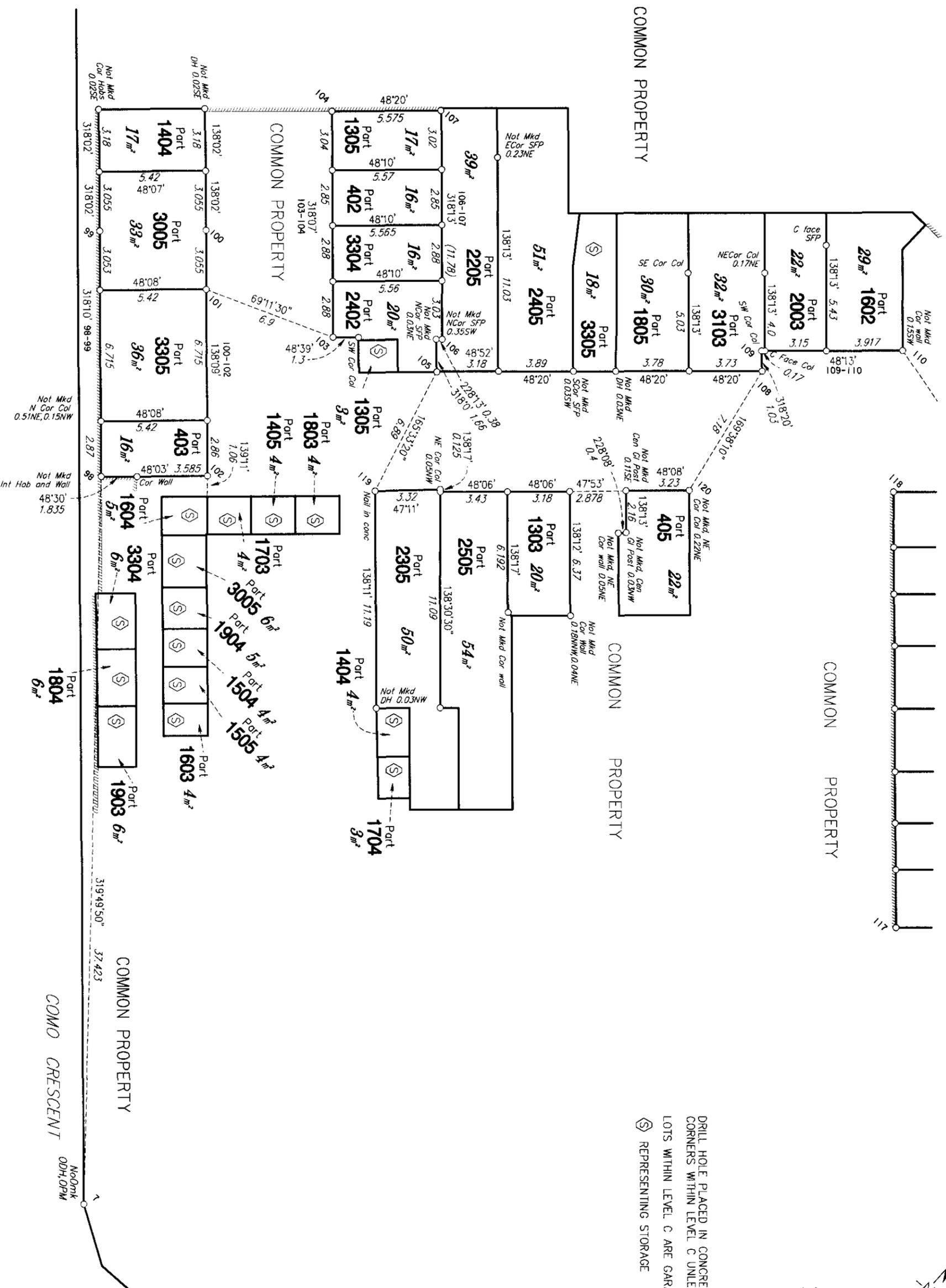


Scale 1:300



State copyright reserved.

Insert Plan Number **SP188984**



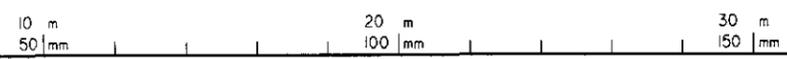
SEE DIAG D SHEET 6

LEVEL C



DRILL HOLE PLACED IN CONCRETE AT SUBJECT LOT
 CORNERS WITHIN LEVEL C UNLESS OTHERWISE STATED
 LOTS WITHIN LEVEL C ARE GARAGES UNLESS DENOTED BY
 (S) REPRESENTING STORAGE

Scale 1:200



State copyright reserved.

Insert Plan Number **SP188984**

ADDITIONAL SHEET

LEVEL BELOW

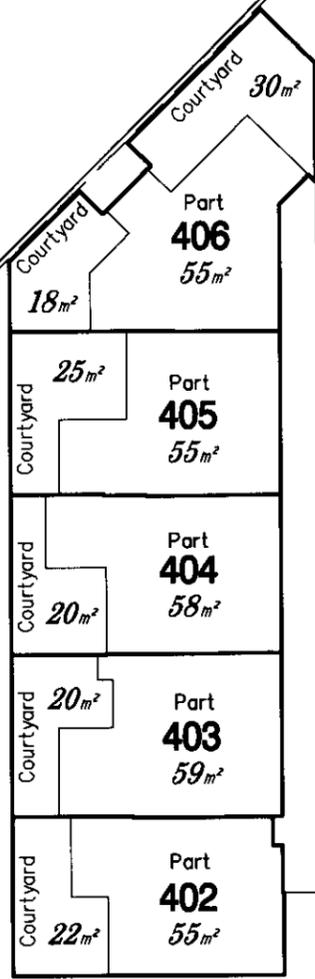
COMMON PROPERTY

COMMON PROPERTY

EMT A
SP182229

EMT B
RESTRICTED
SEE SHEET 1

LEVEL BELOW

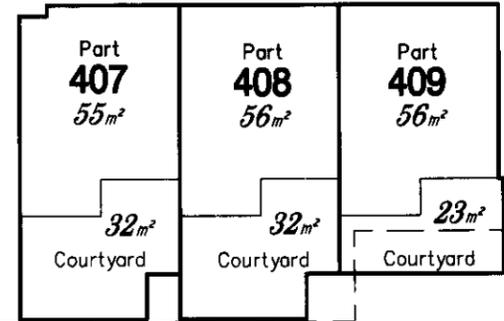


BUILDING B

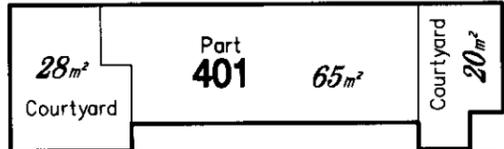
COMMON PROPERTY

410
32m²

BUILDING C



BUILDING A



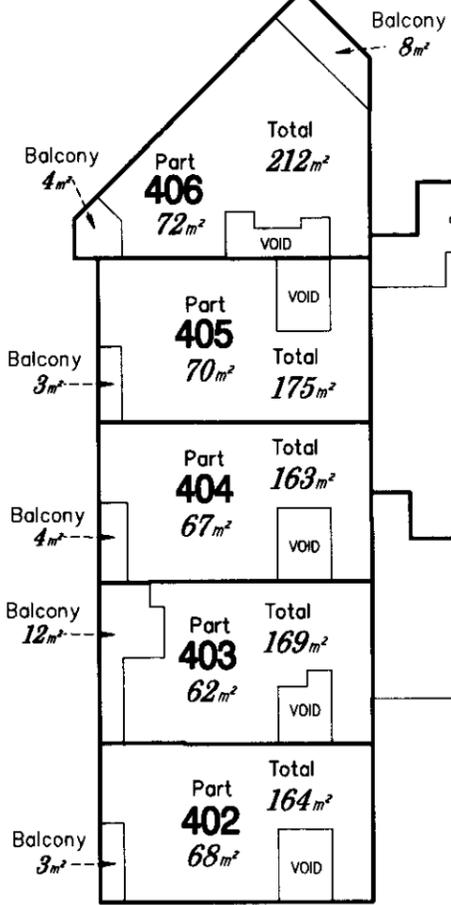
COMO CRESCENT

LEVEL D

LEVEL E

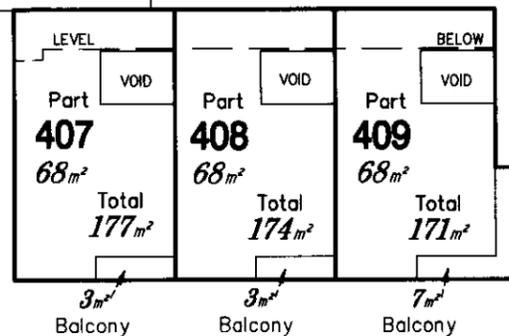
BUILDING B

COMMON PROPERTY



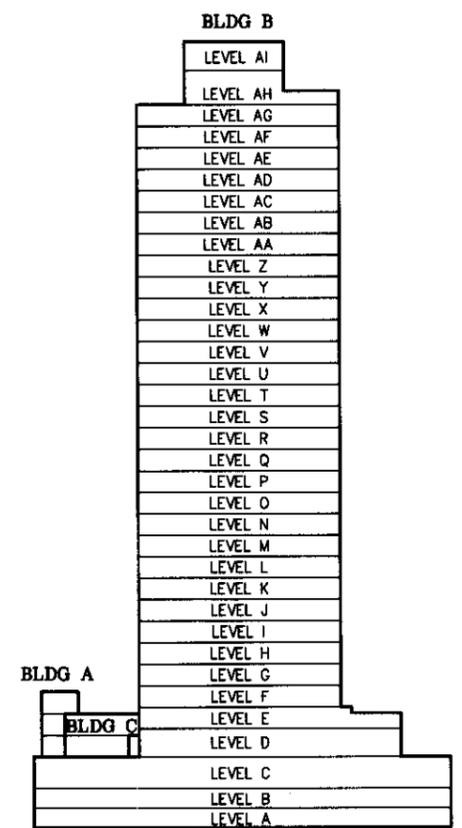
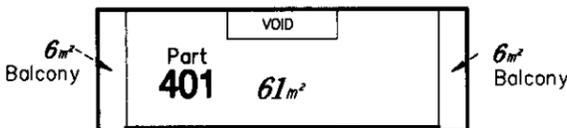
COMMON PROPERTY

BUILDING C



COMMON PROPERTY

BUILDING A



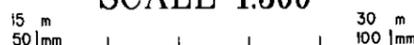
LATERAL ASPECT
LOOKING NORTHWEST
FROM BRIGHTON PARADE

SCALE 1:1000

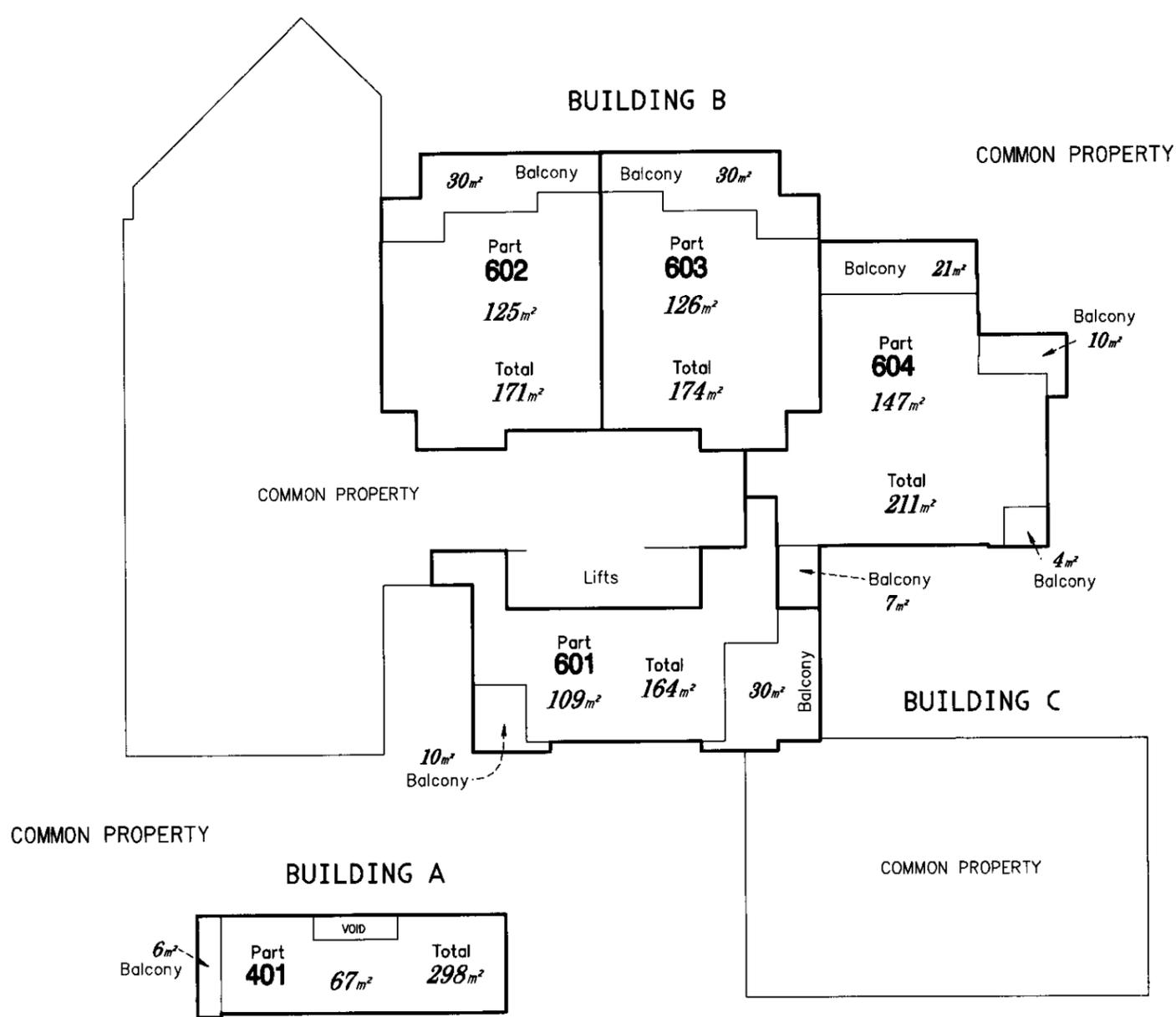
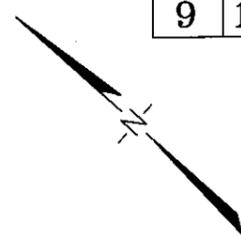
State copyright reserved.

Insert Plan Number **SP 188984**

SCALE 1:300

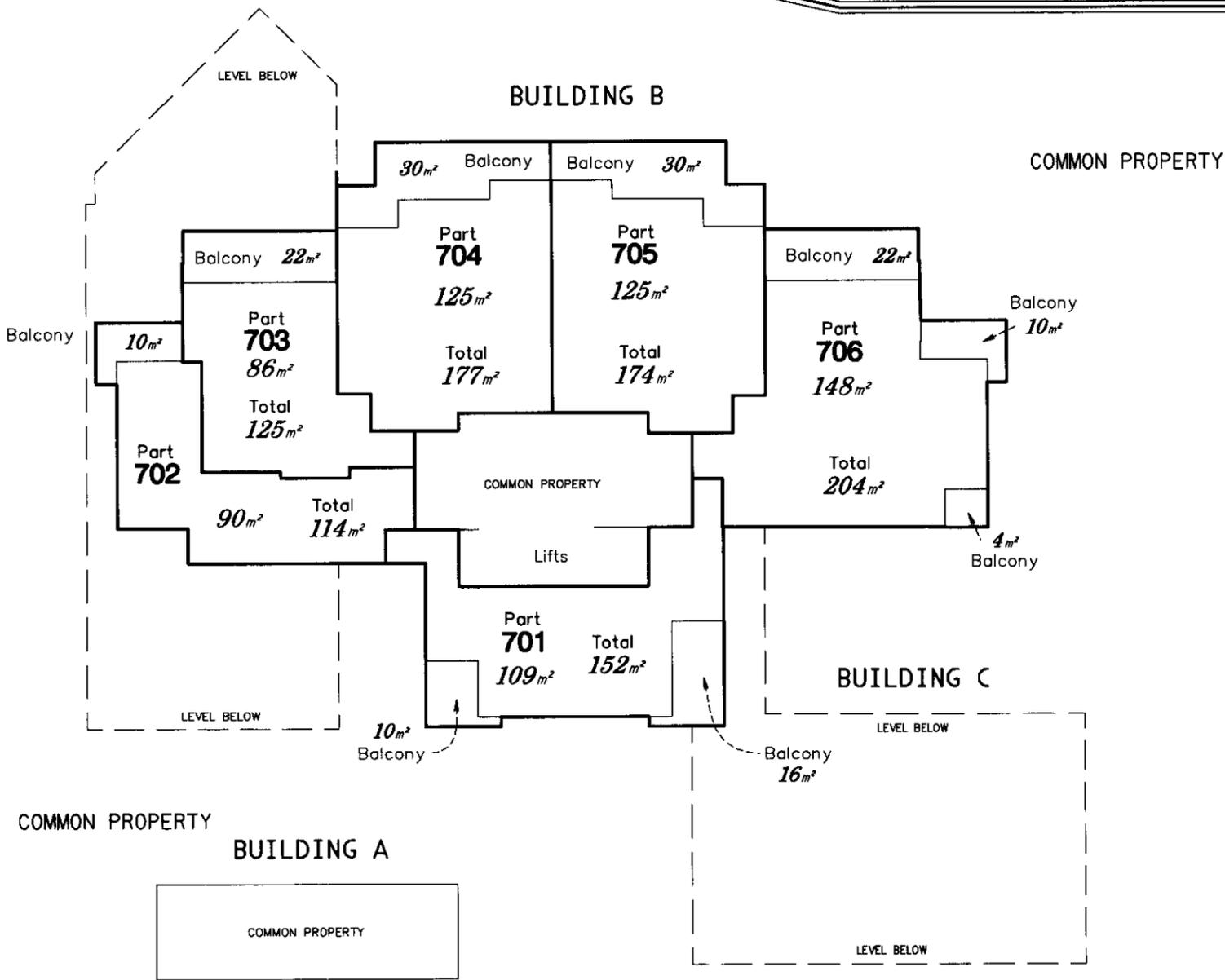


Land Title Act 1994 ; Land Act 1994
Form 21A Version 1



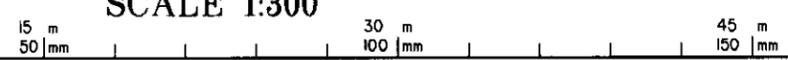
LEVEL F

LEVEL G

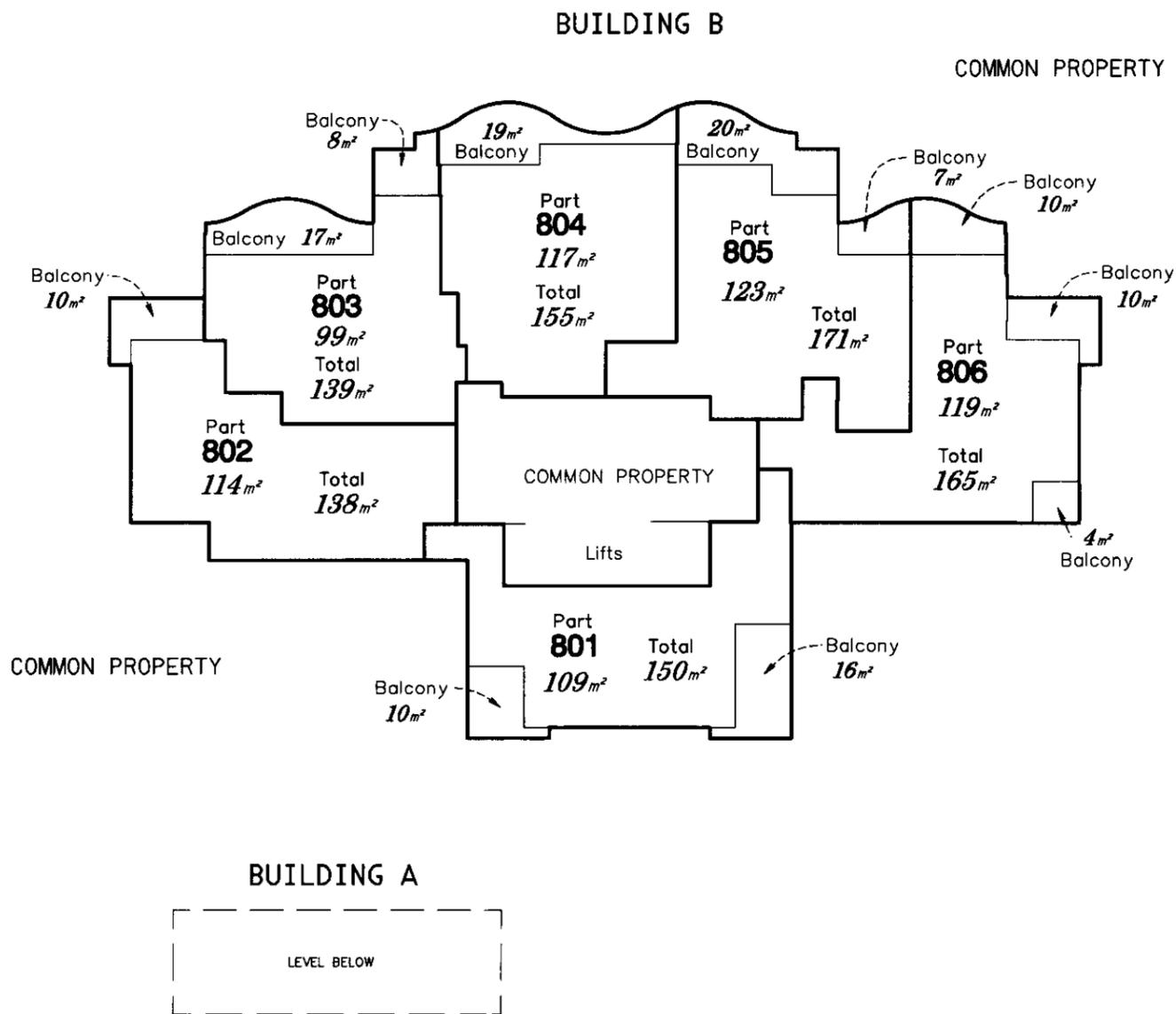
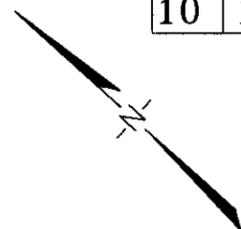


State copyright reserved.

SCALE 1:300

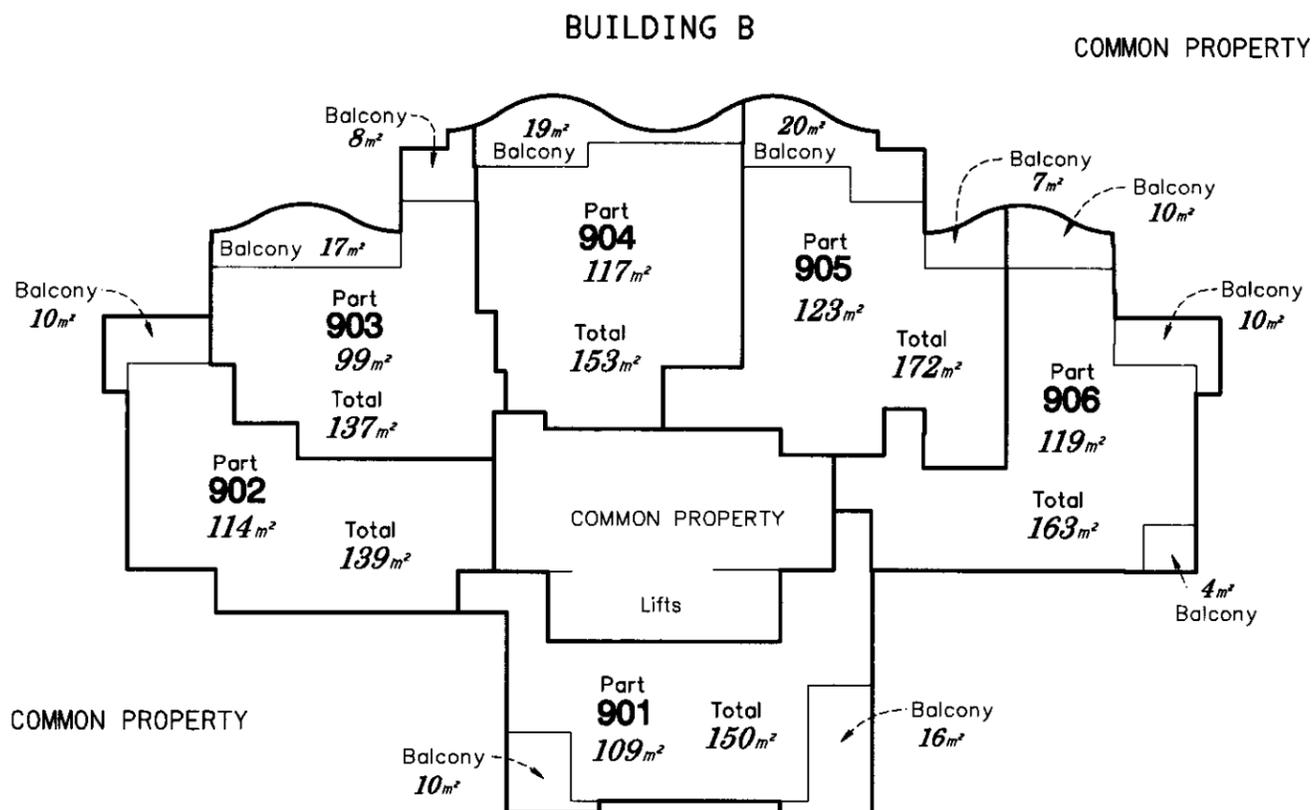


Insert Plan Number **SP 188984**



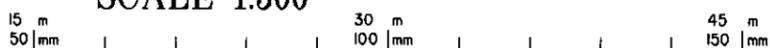
LEVEL H

LEVEL I



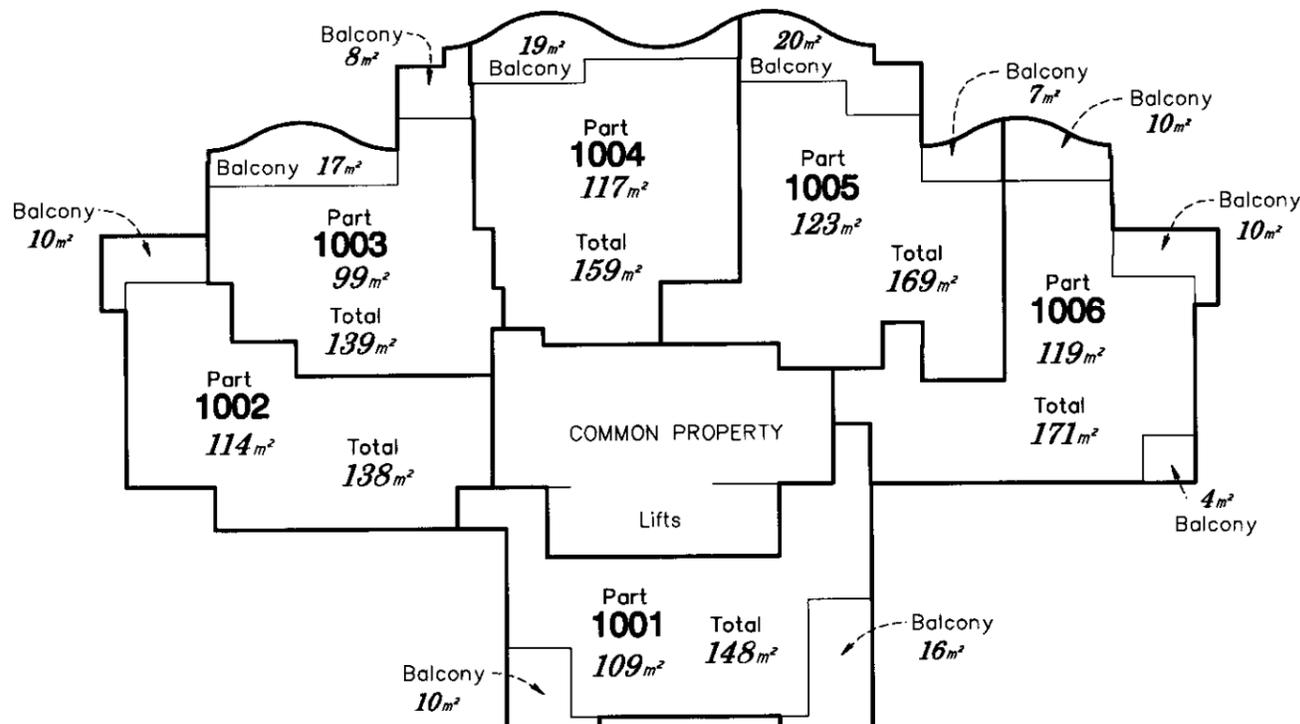
State copyright reserved.

SCALE 1:300



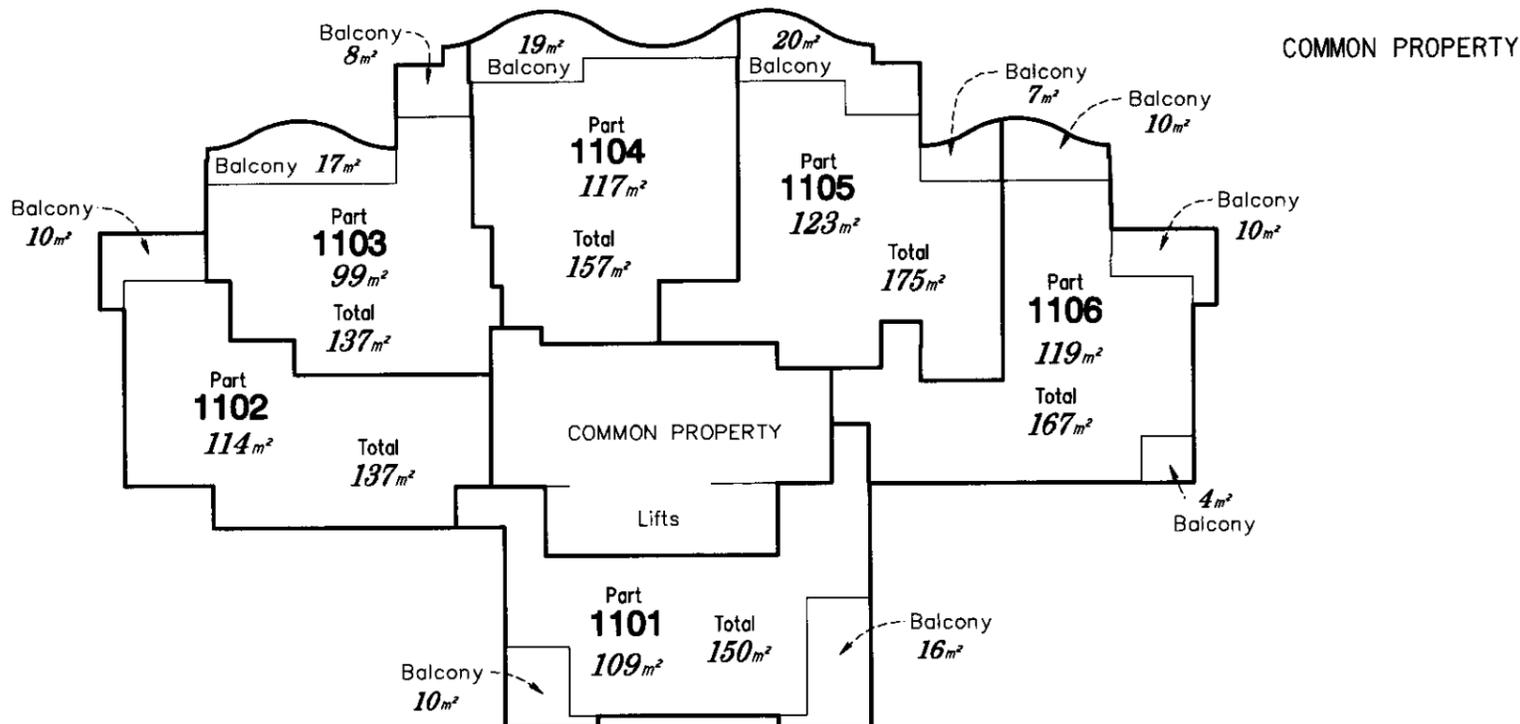
Insert Plan Number **SP 188984**

BUILDING B



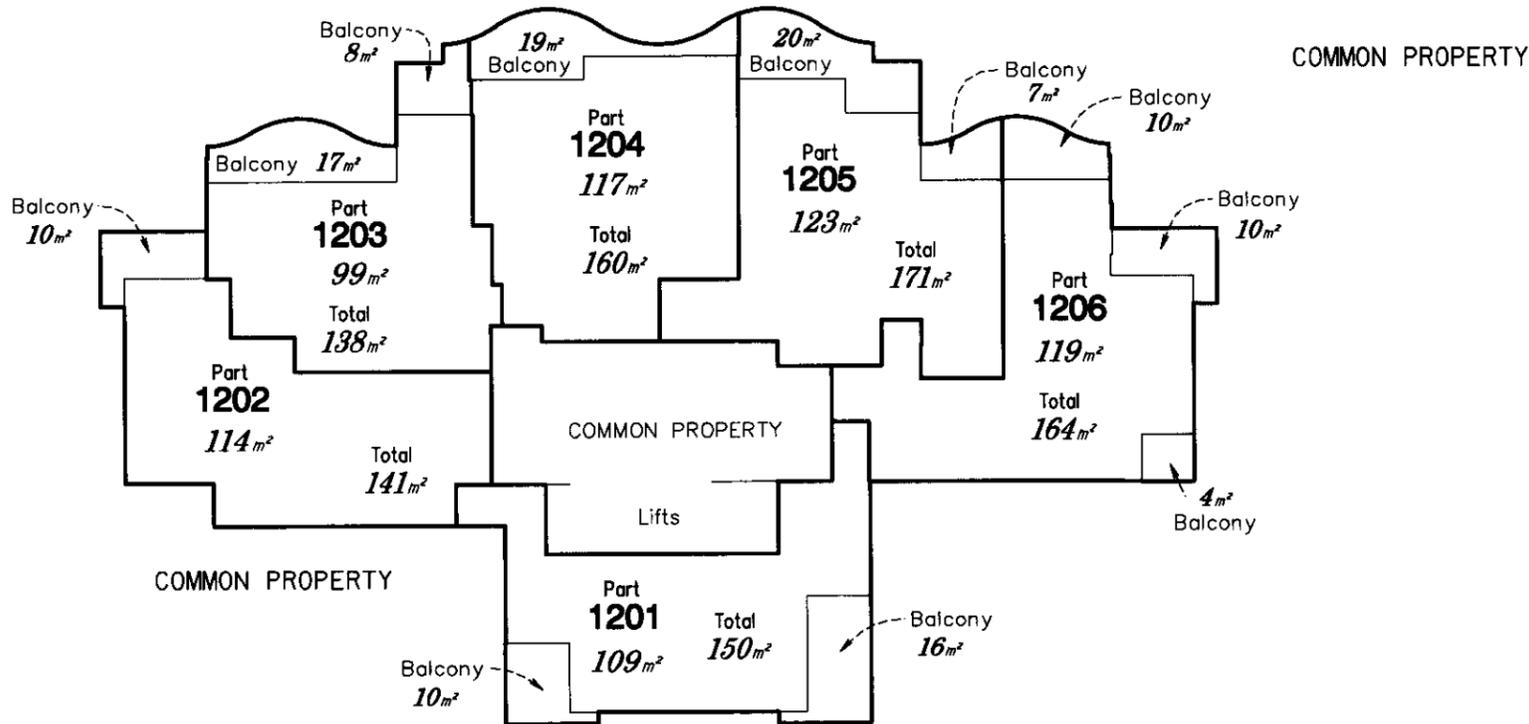
BUILDING B

LEVEL K

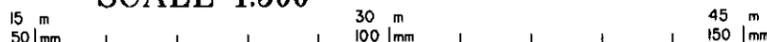


BUILDING B

LEVEL L

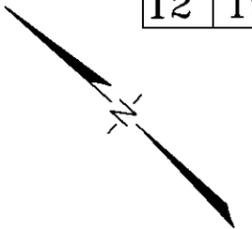


SCALE 1:300

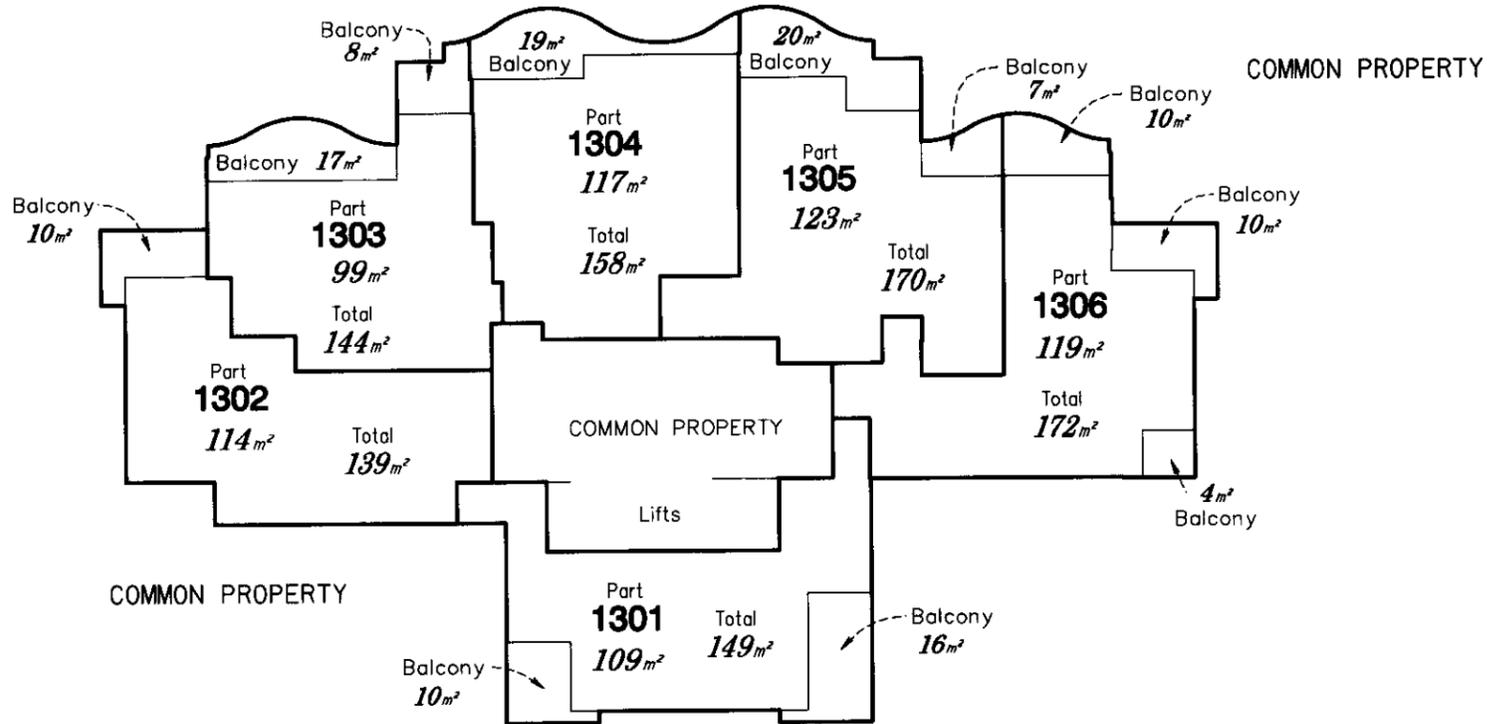


State copyright reserved.

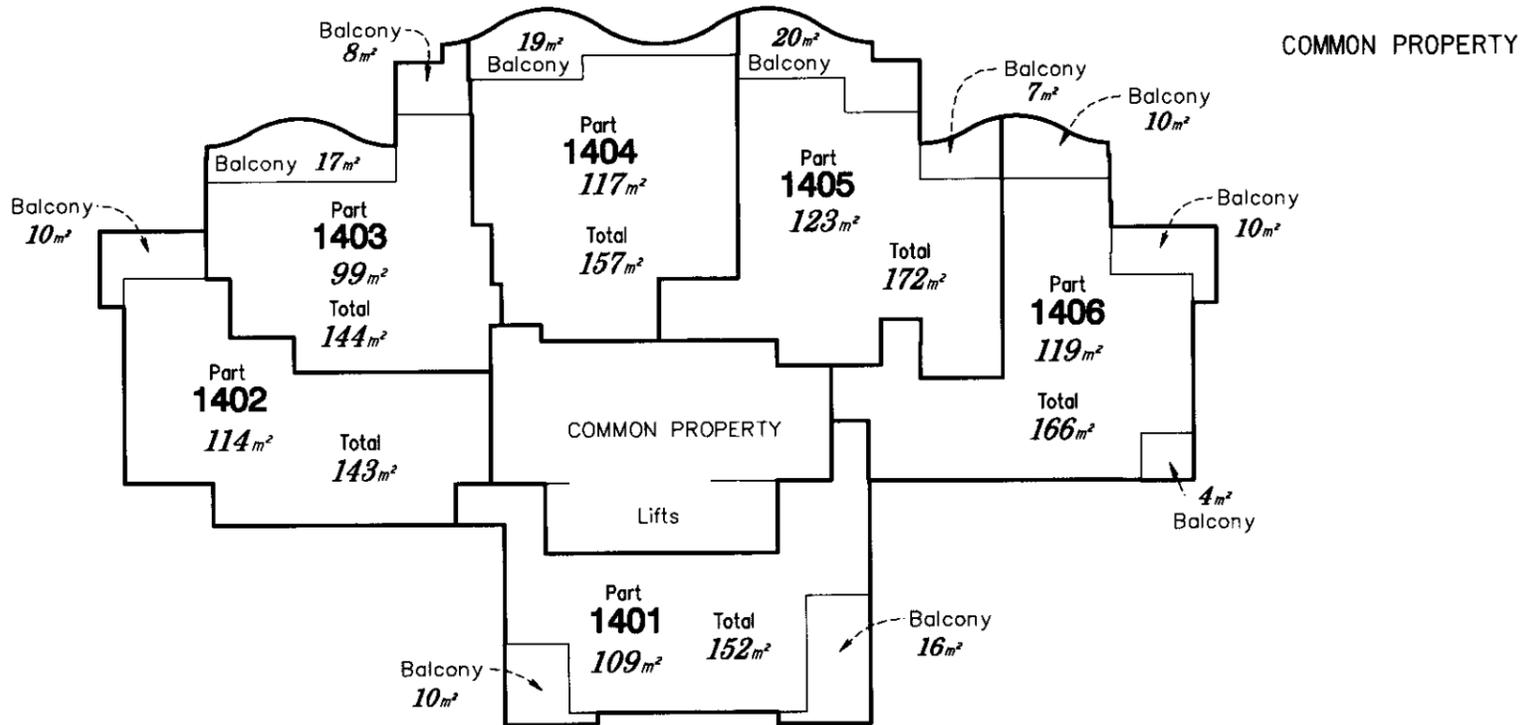
Insert Plan Number **SP 188984**



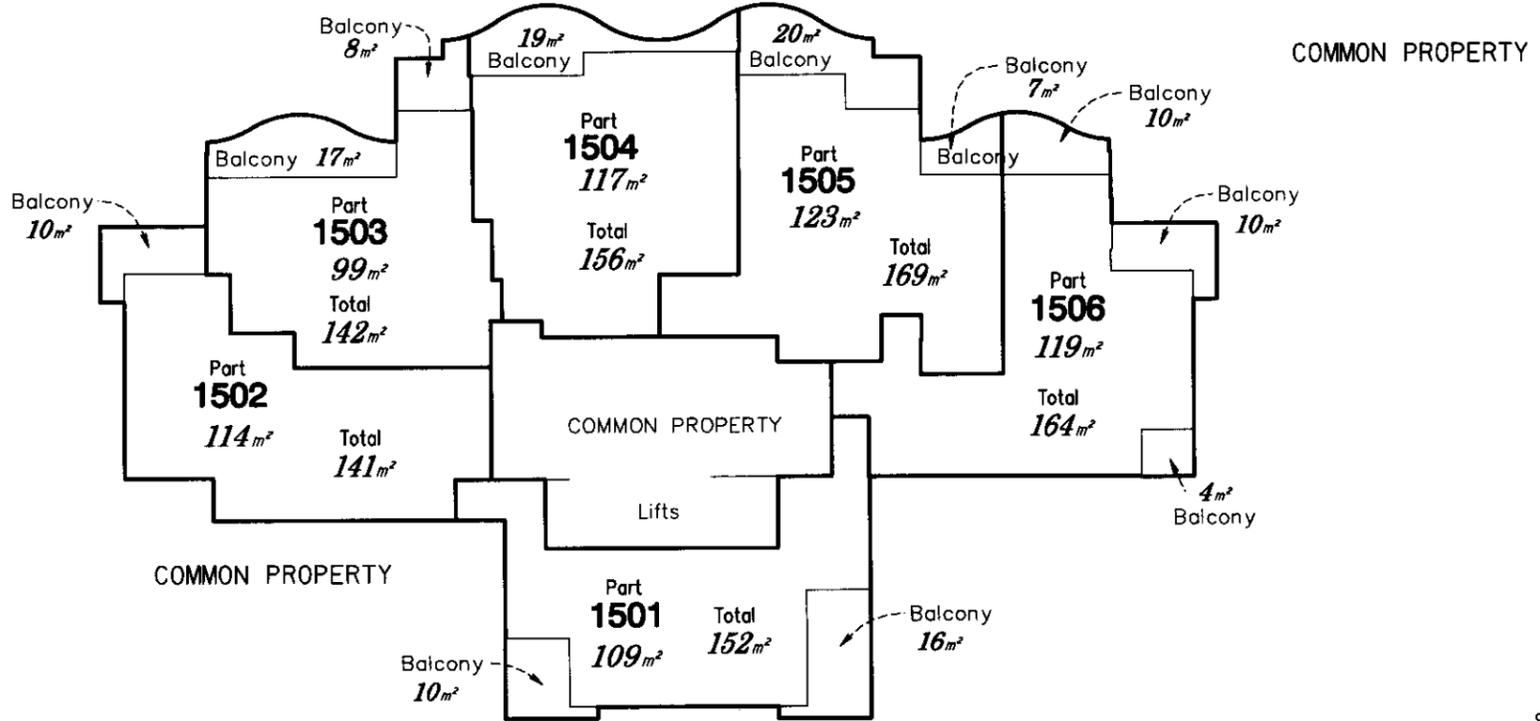
BUILDING B



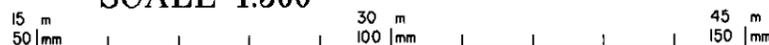
BUILDING B

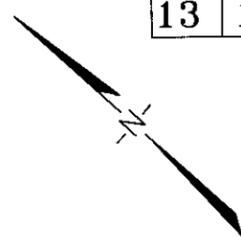


BUILDING B

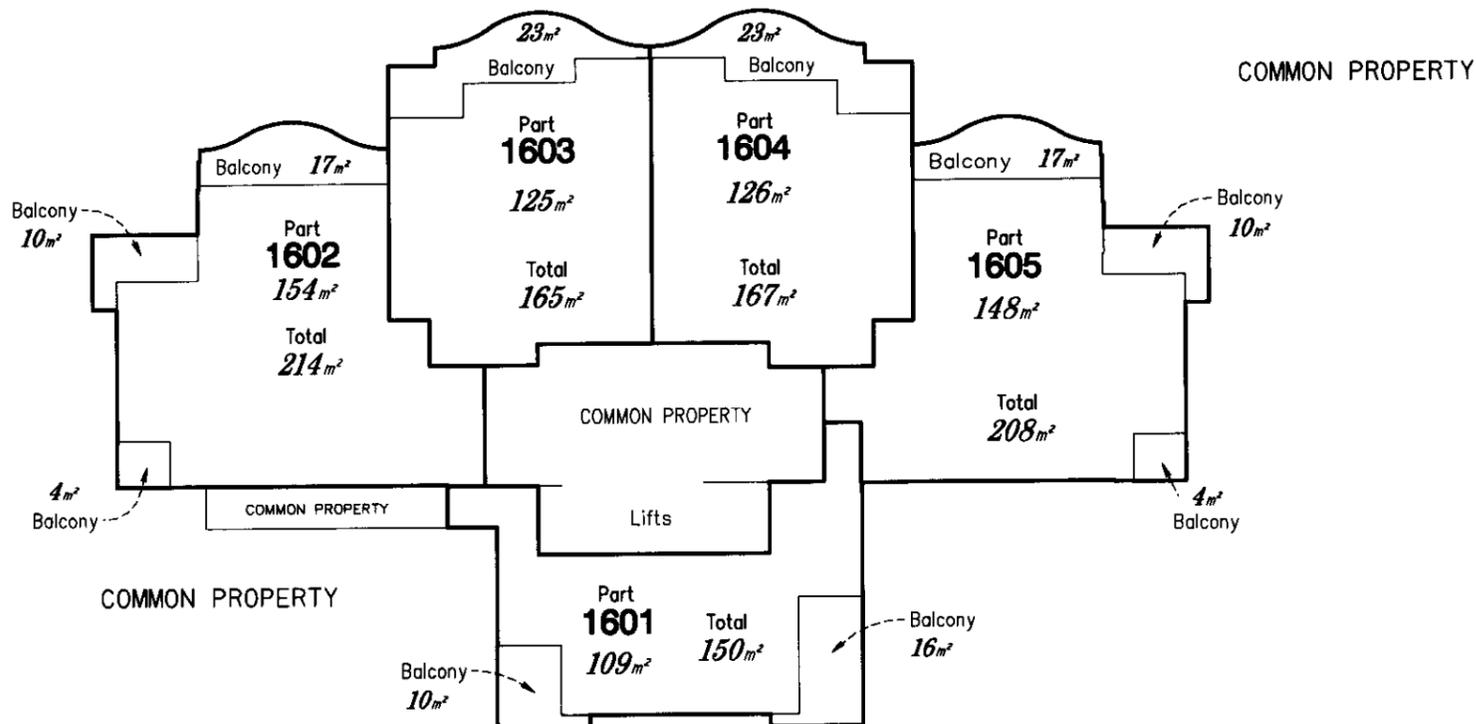


SCALE 1:300



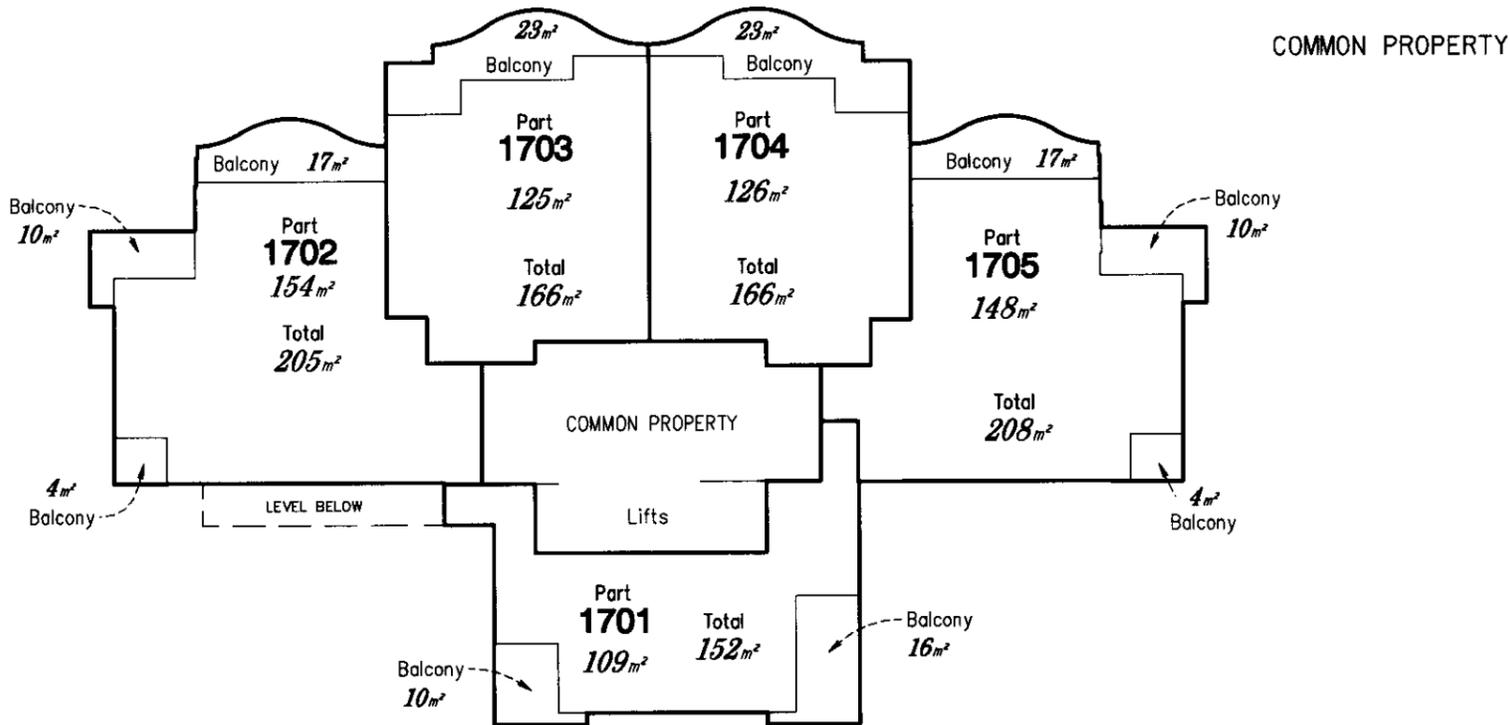


BUILDING B



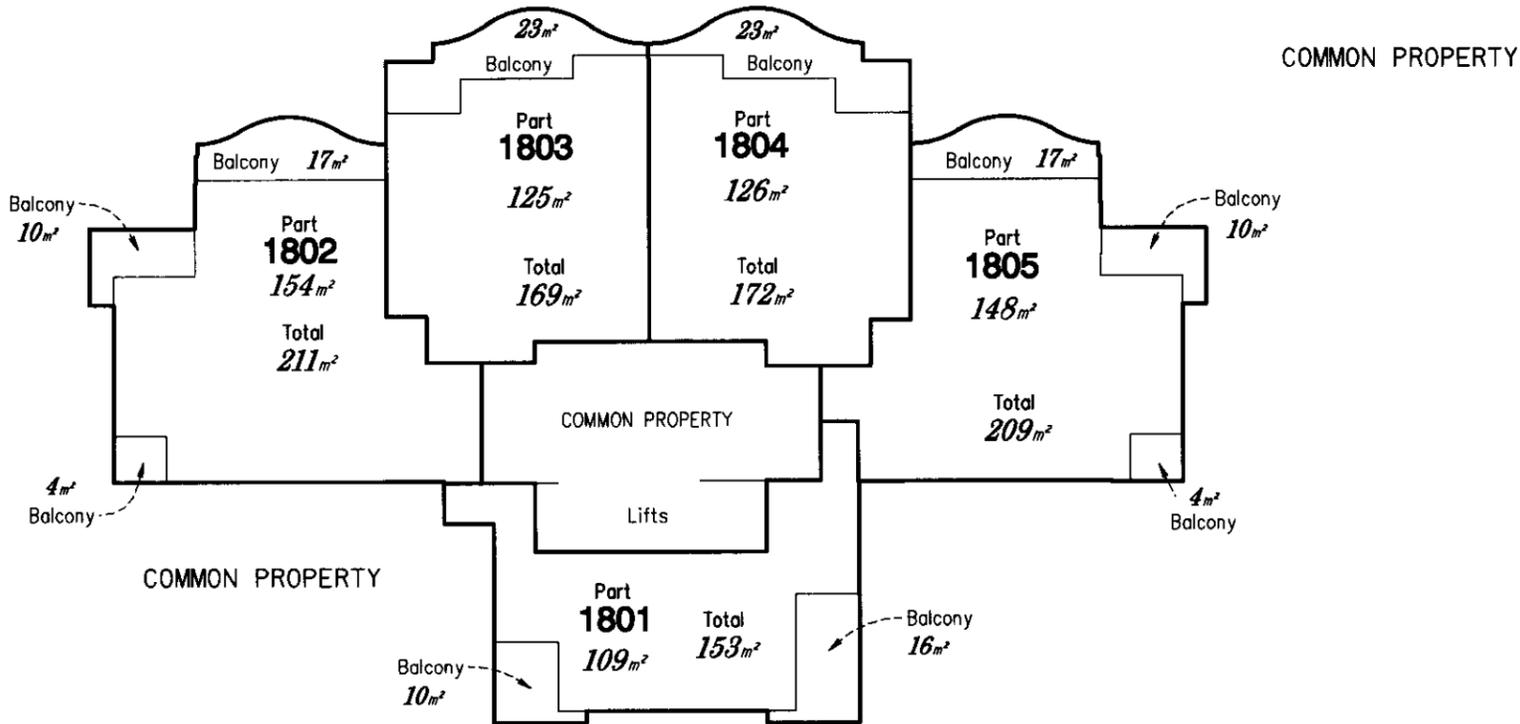
BUILDING B

LEVEL Q

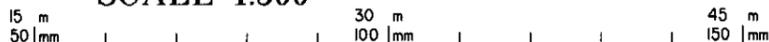


BUILDING B

LEVEL R

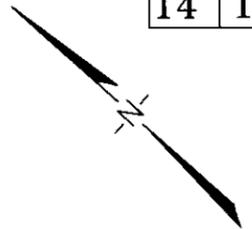


SCALE 1:300

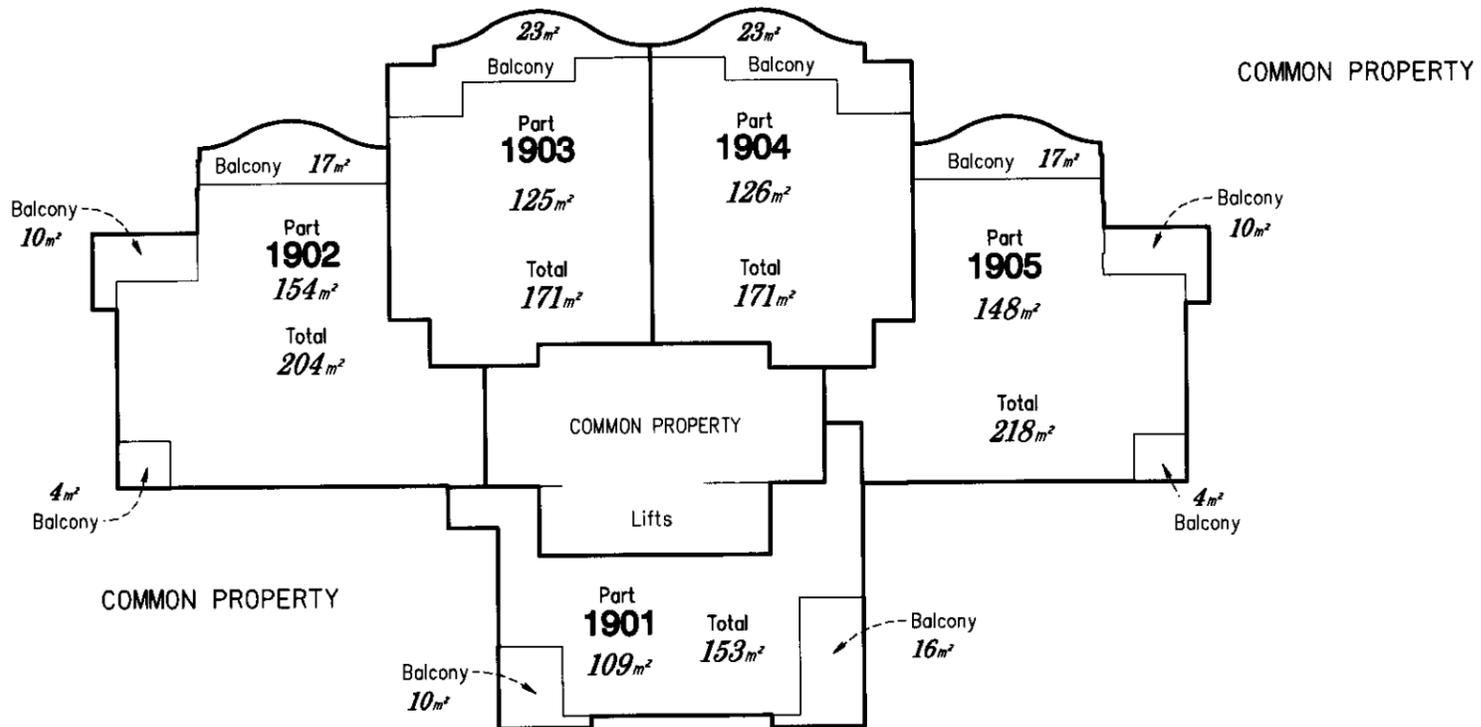


State copyright reserved.

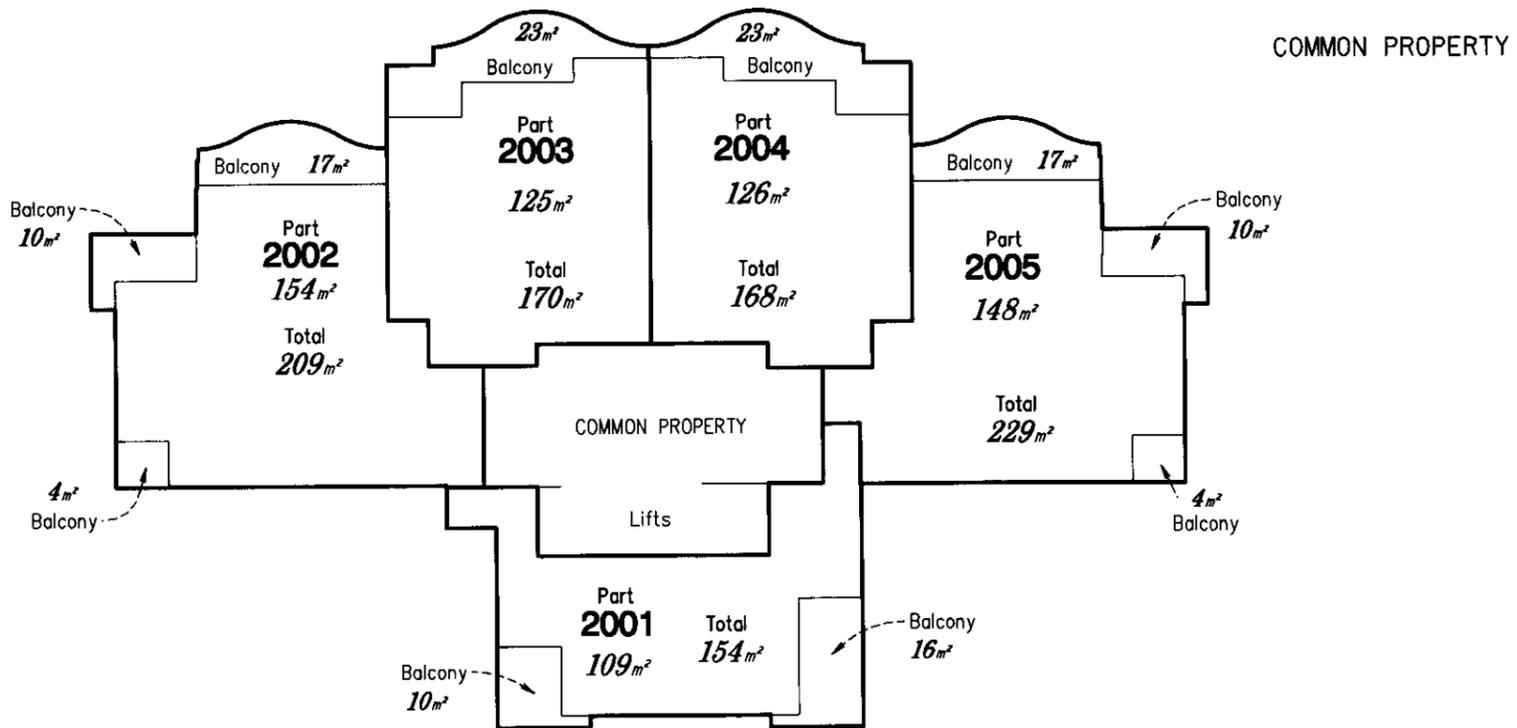
Insert Plan Number **SP 188984**



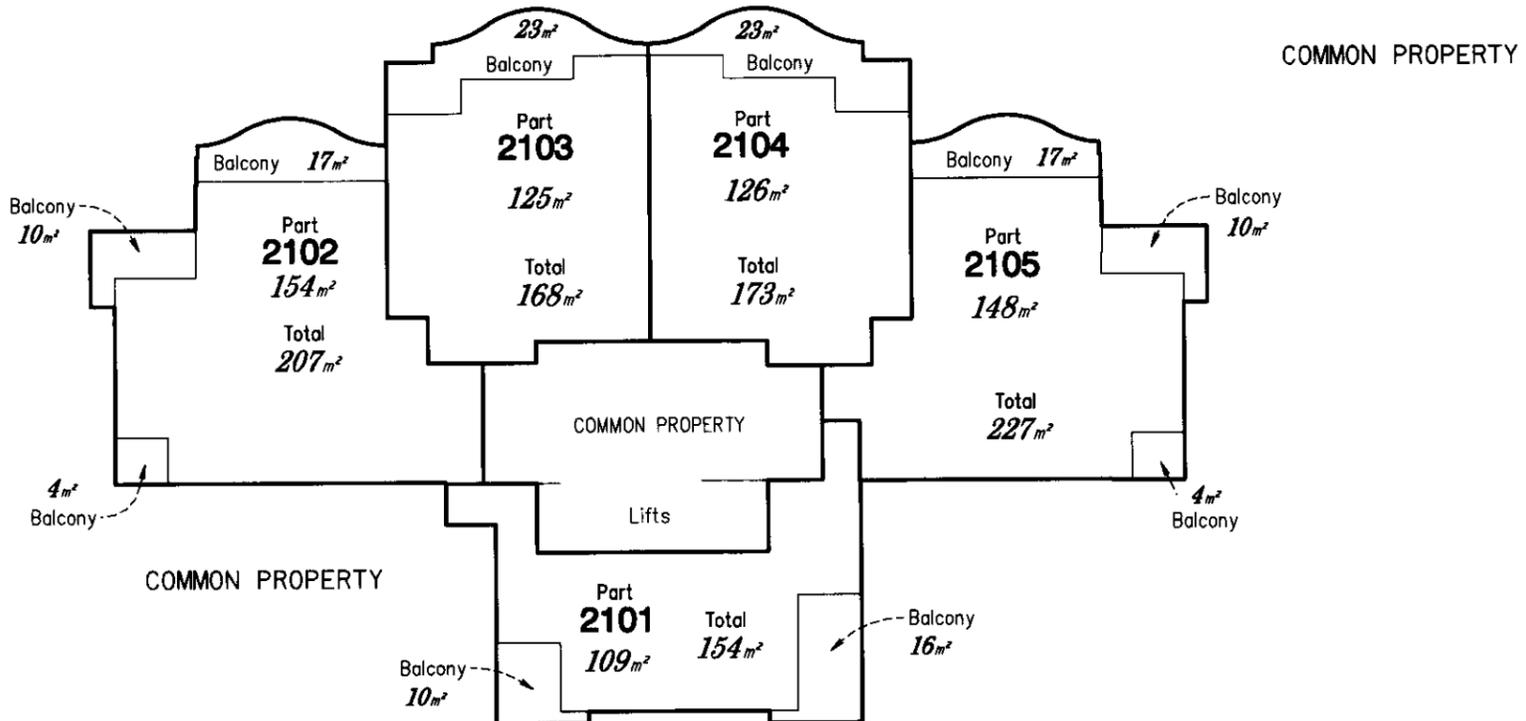
BUILDING B



BUILDING B



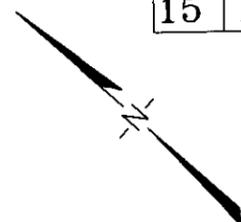
BUILDING B



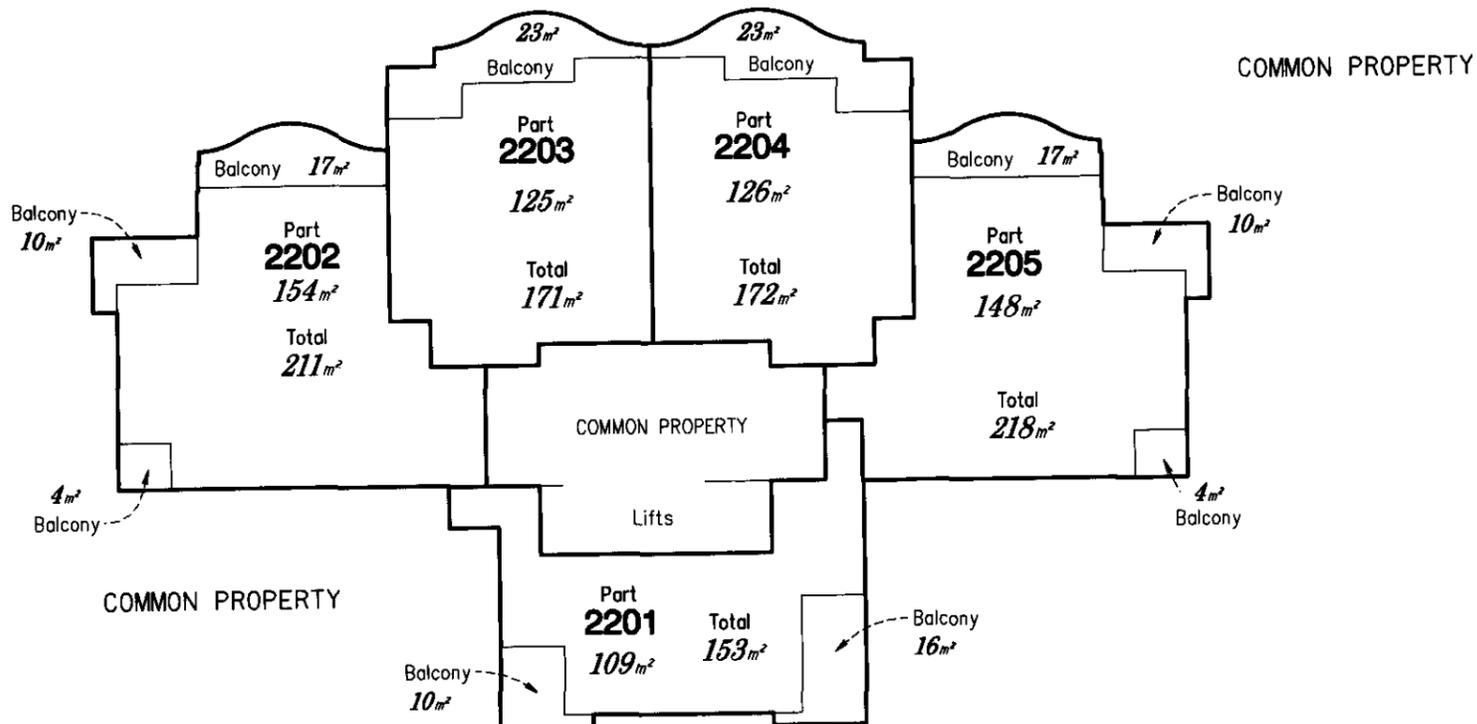
ADDITIONAL SHEET

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

LEVEL V

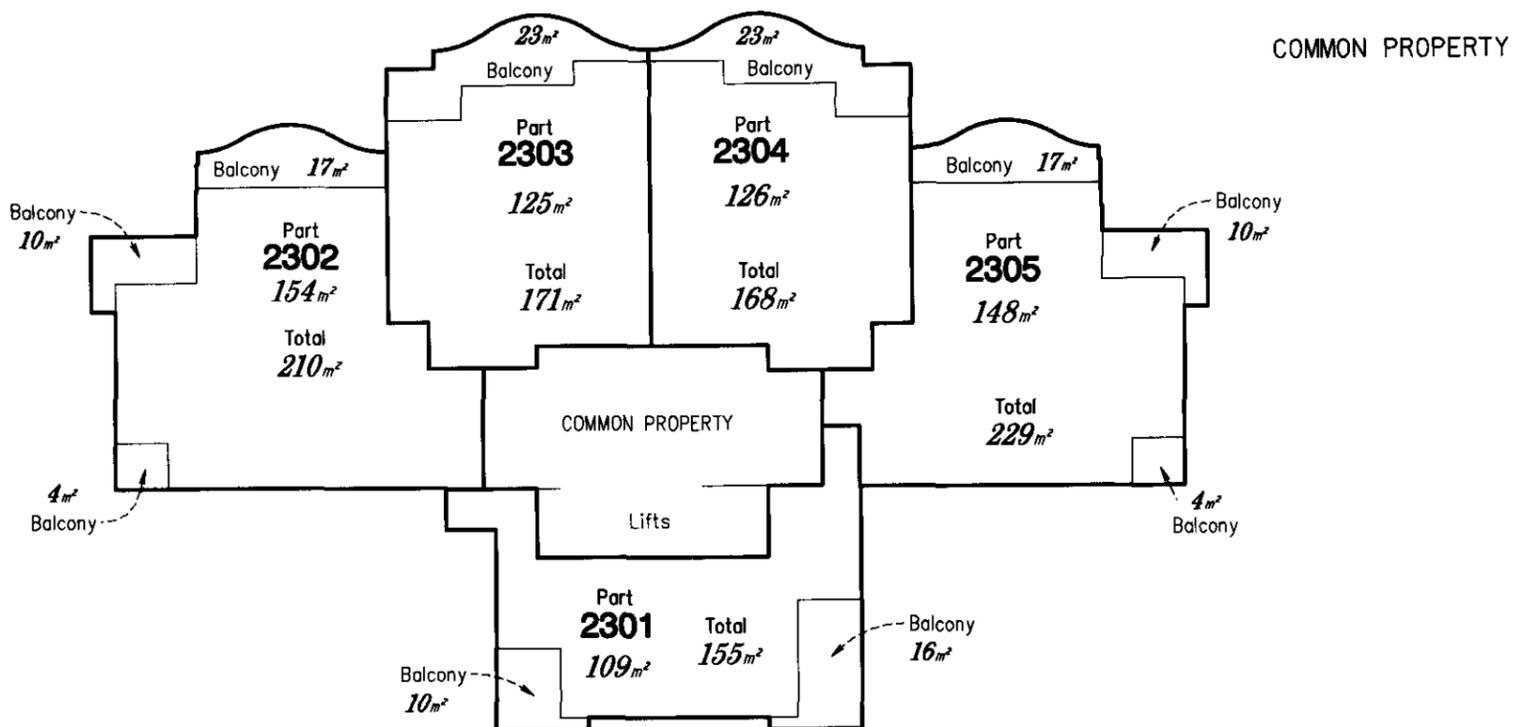


BUILDING B



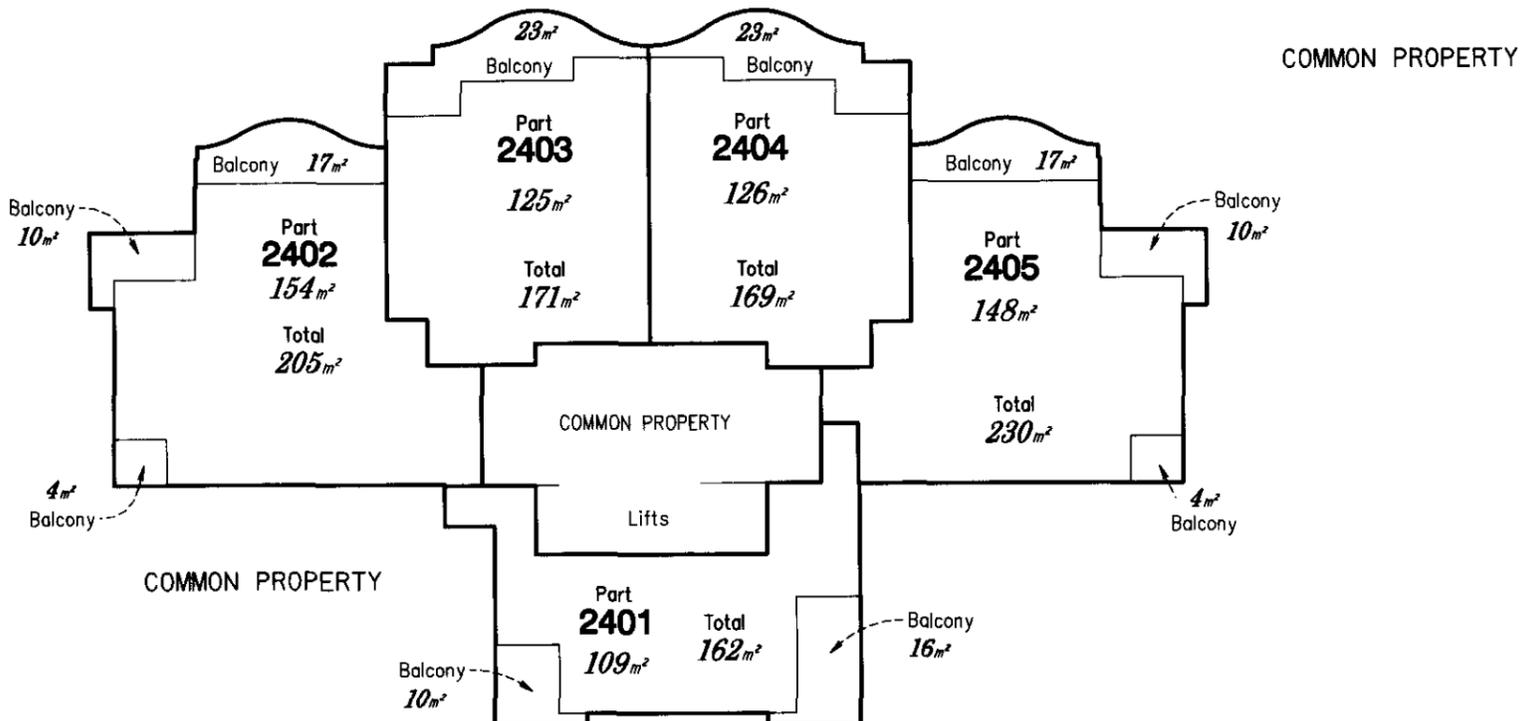
BUILDING B

LEVEL W

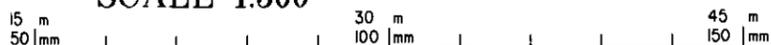


BUILDING B

LEVEL X

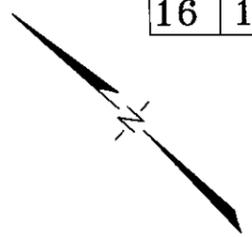


SCALE 1:300

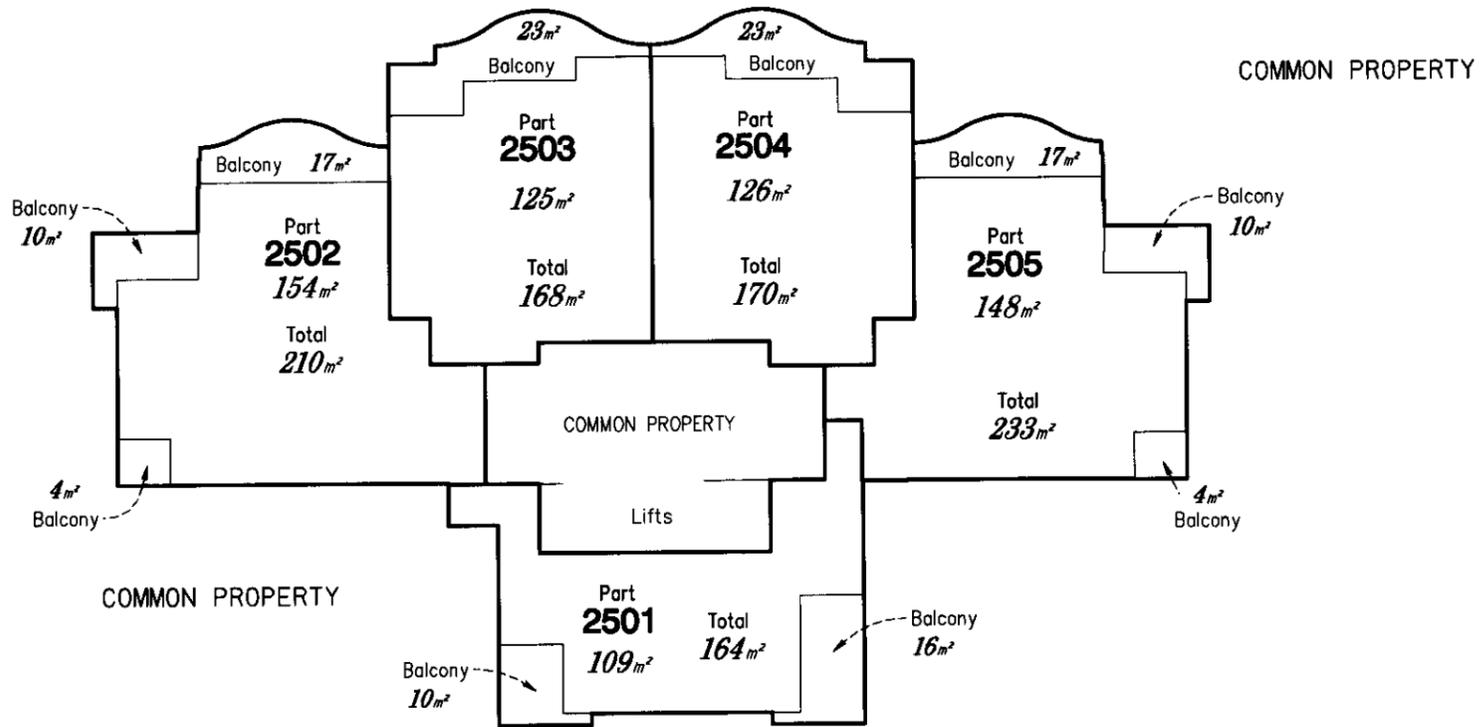


State copyright reserved.

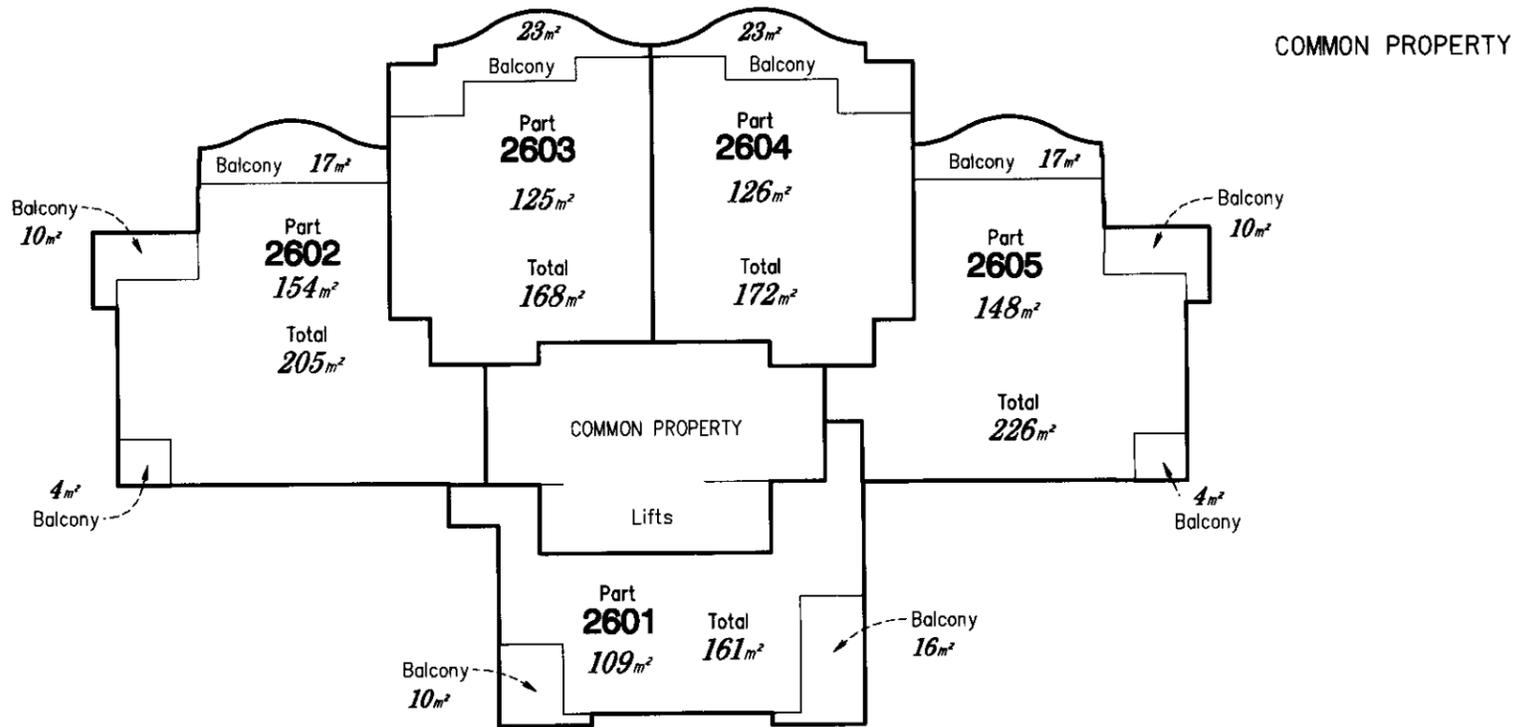
Insert Plan Number **SP 188984**



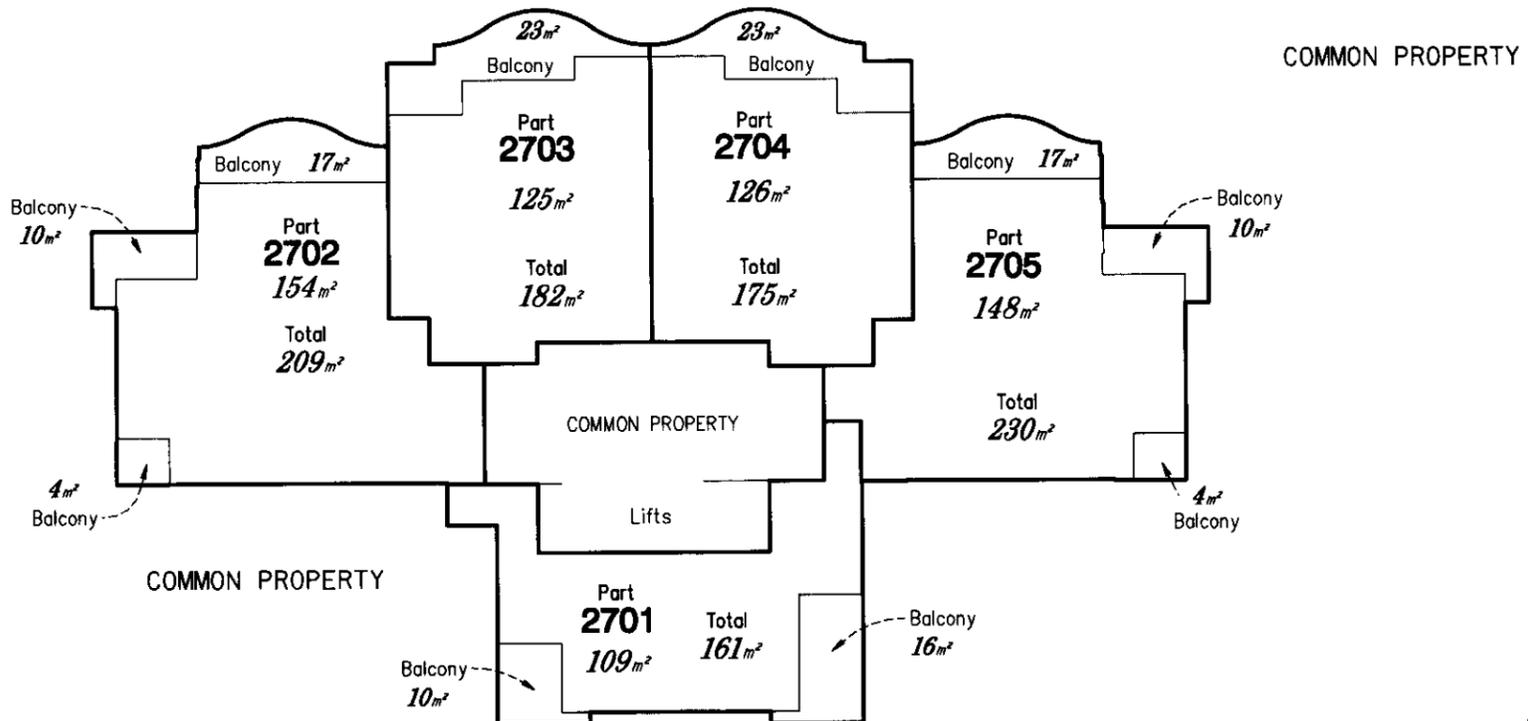
BUILDING B



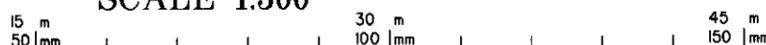
BUILDING B



BUILDING B



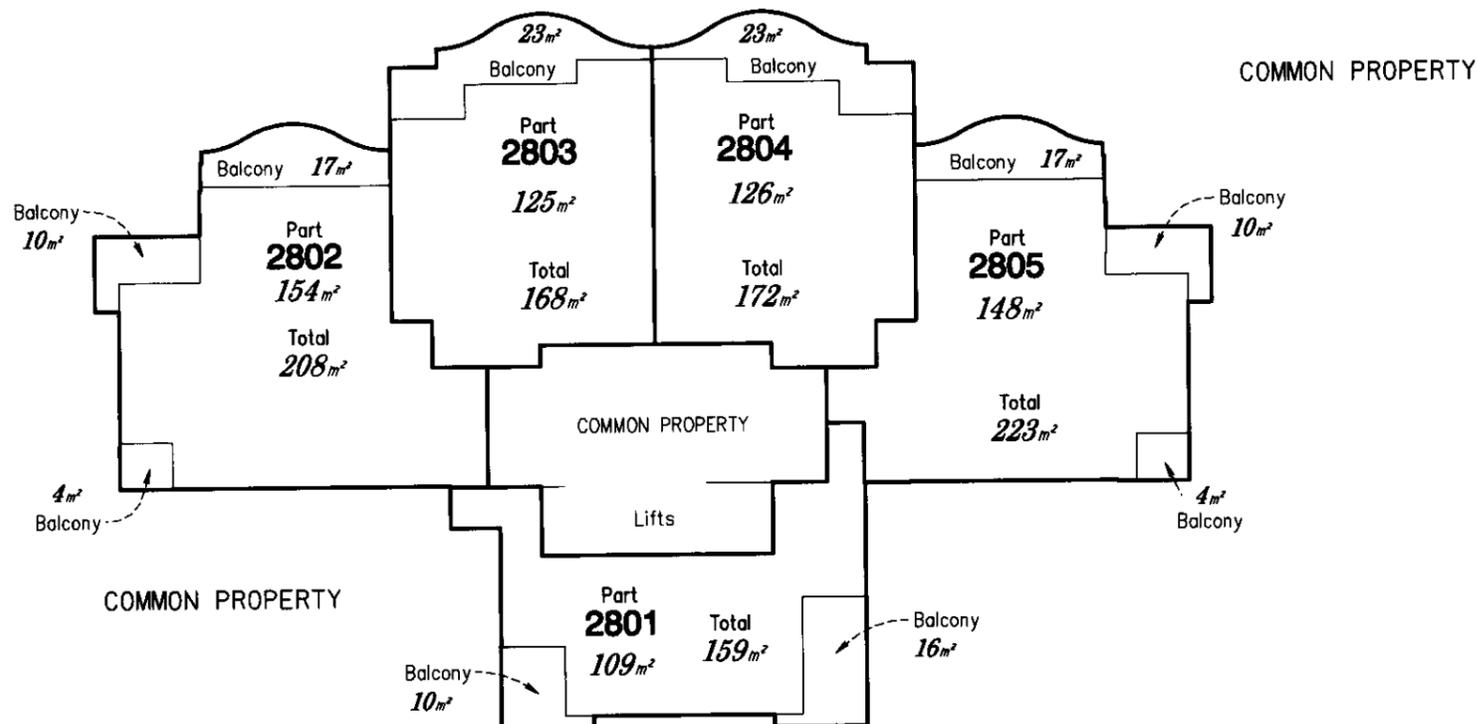
SCALE 1:300



State copyright reserved.

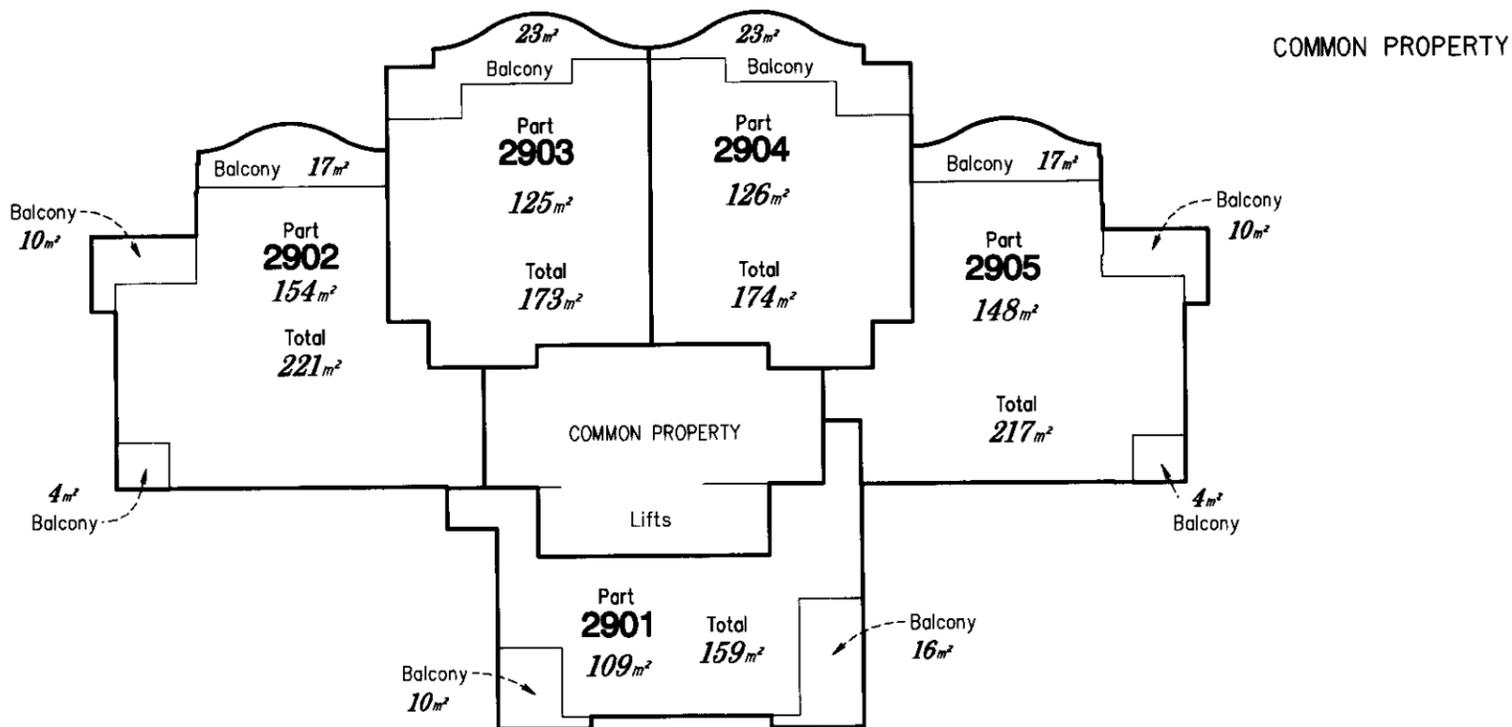
Insert Plan Number **SP 188984**

BUILDING B



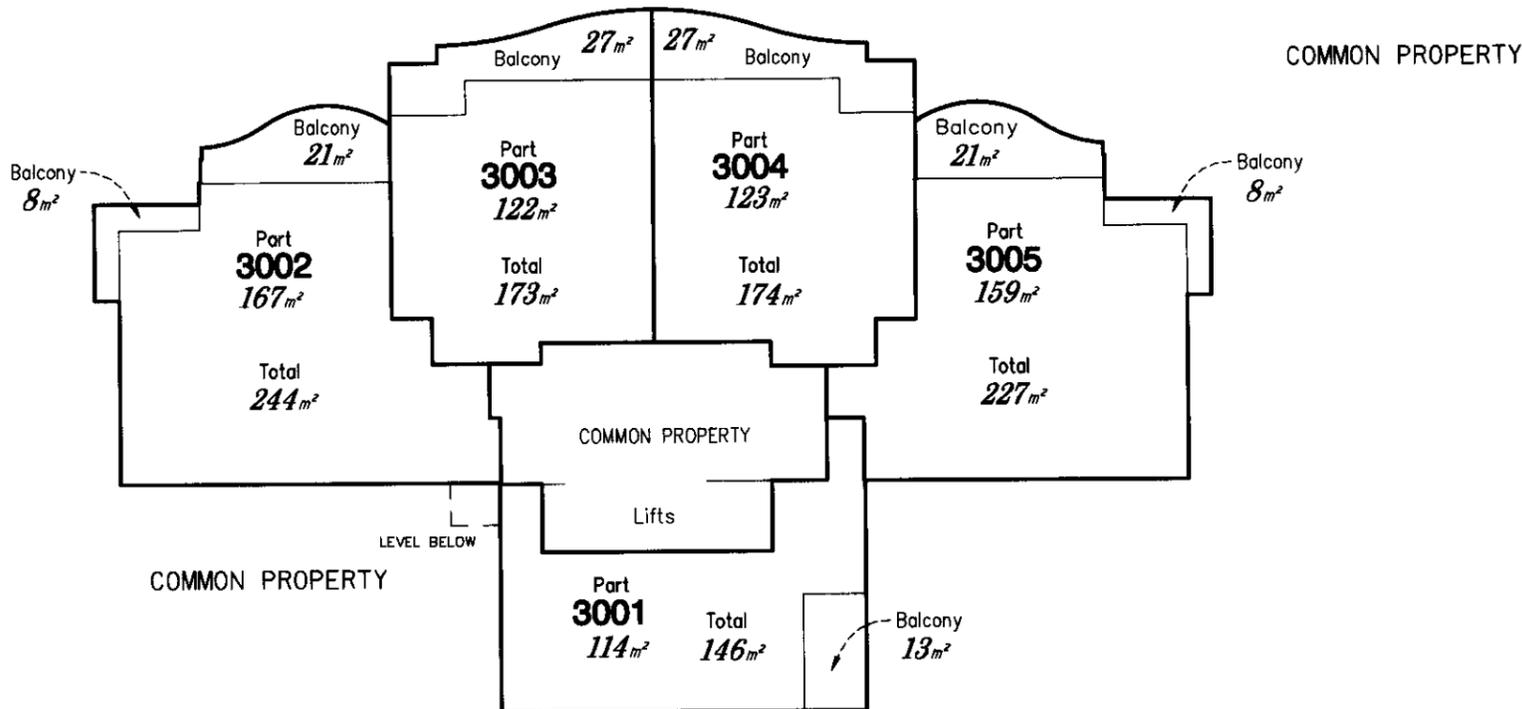
BUILDING B

LEVEL AC



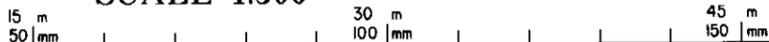
BUILDING B

LEVEL AD

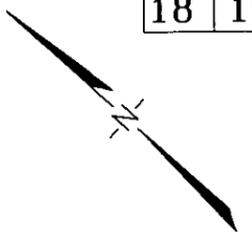


State copyright reserved.

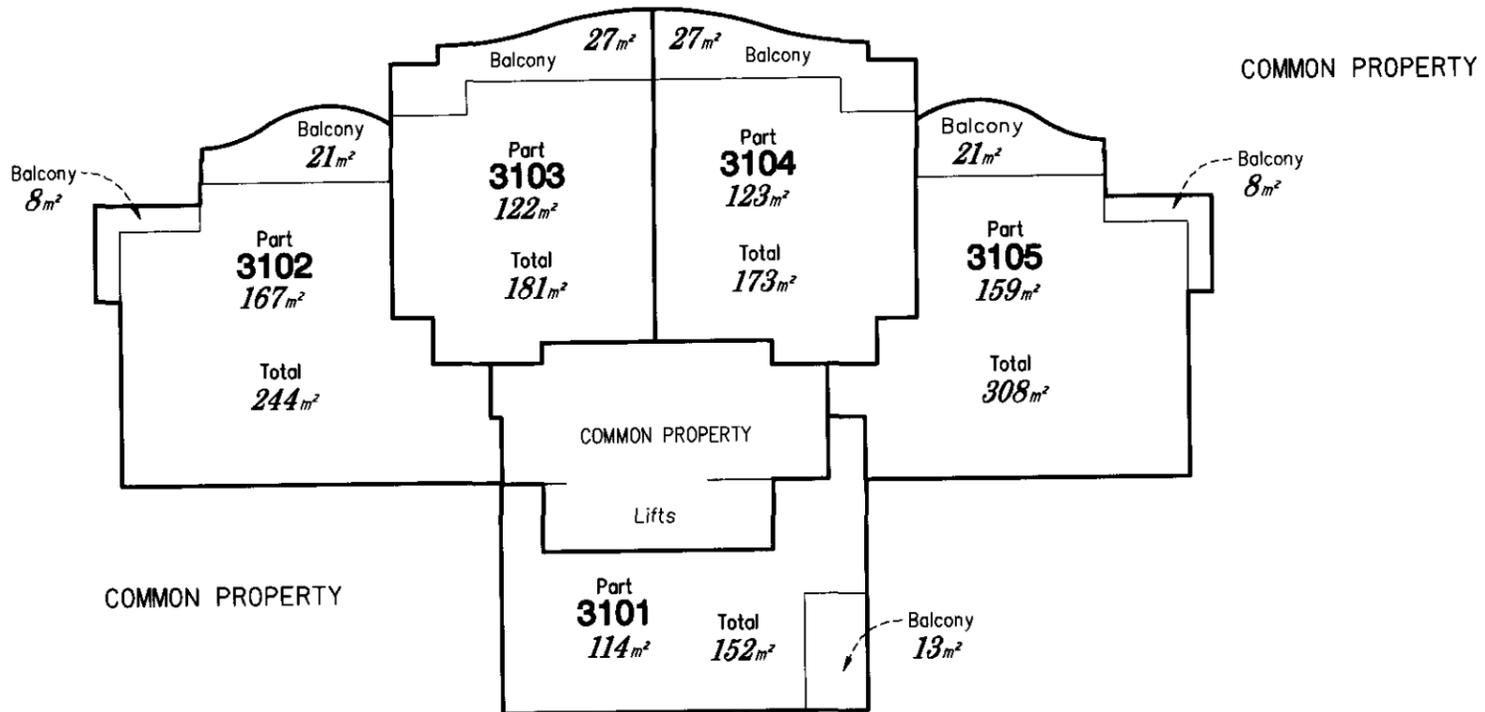
SCALE 1:300



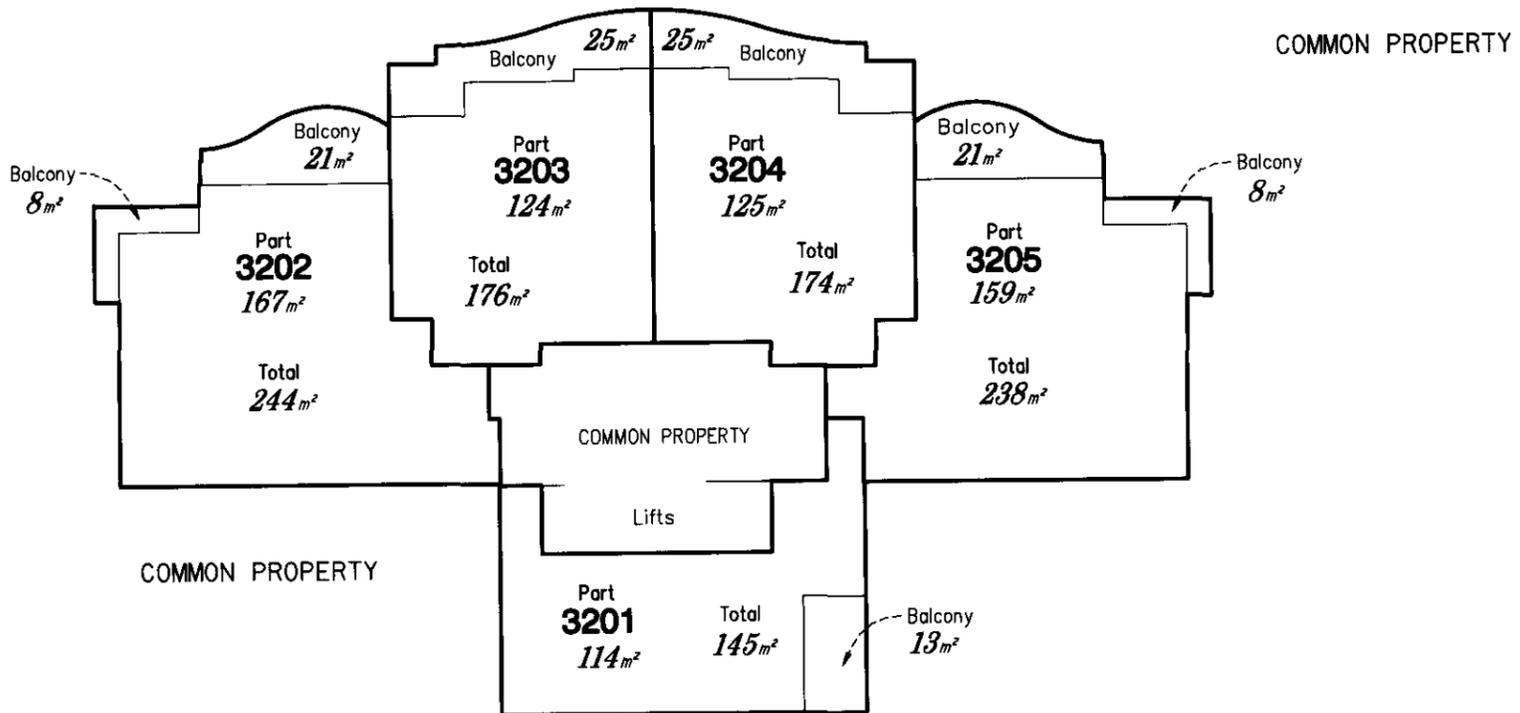
Insert Plan Number **SP 188984**



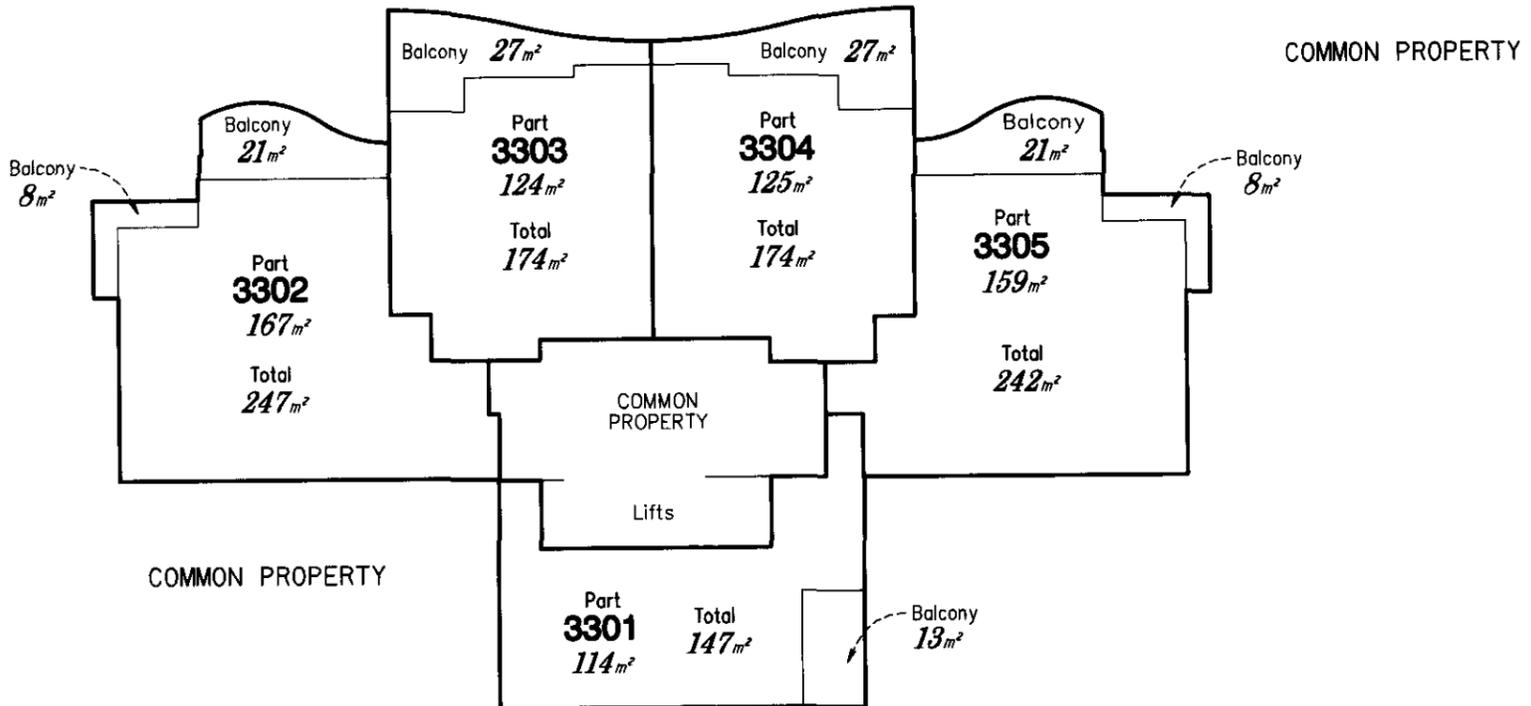
BUILDING B



BUILDING B

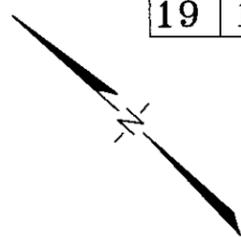


BUILDING B

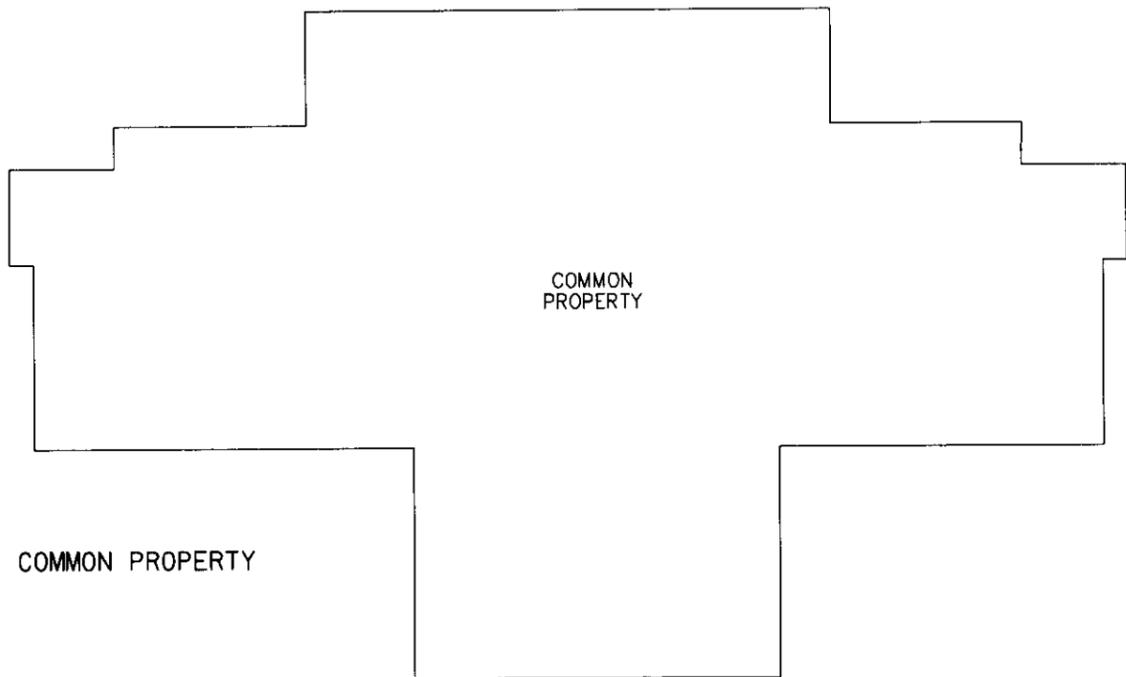


ADDITIONAL SHEET

LEVEL AH



BUILDING B

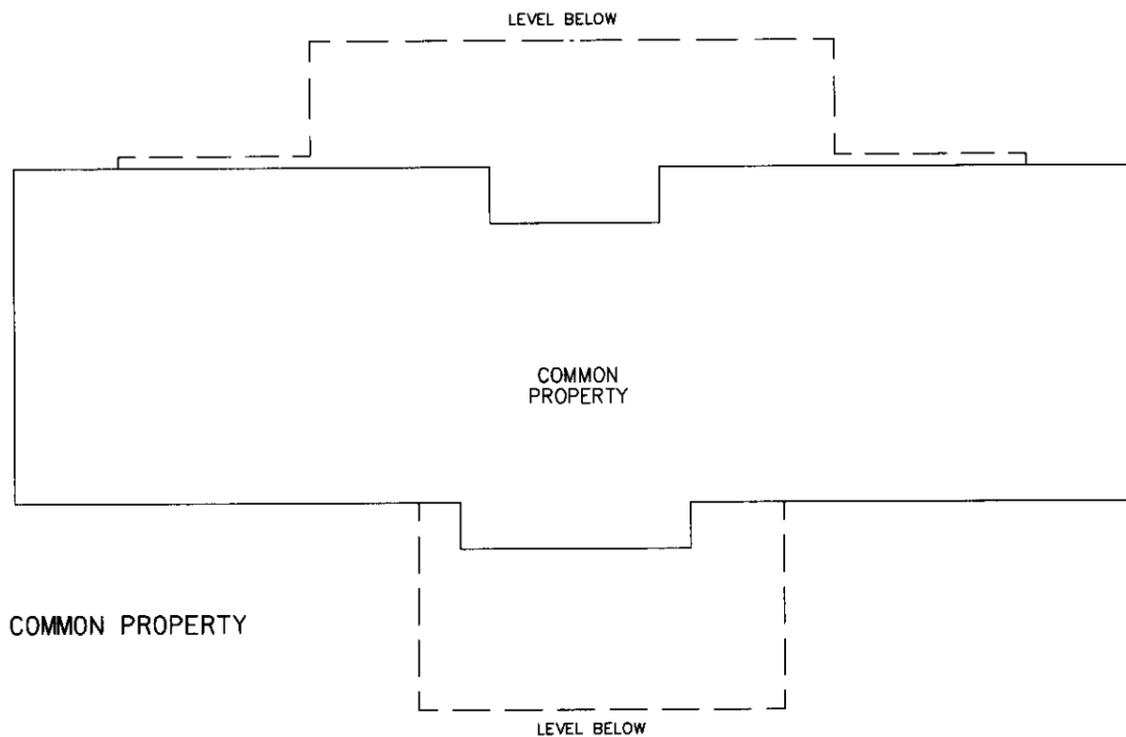


COMMON PROPERTY

COMMON PROPERTY

BUILDING B

LEVEL AI



COMMON PROPERTY

COMMON PROPERTY

SCALE 1:300

State copyright reserved.

Insert Plan Number **SP 188984**



**Body corporate certificate**

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 23/01/2026.

Becoming an owner

When you become an owner of a lot in a community title 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	
BRIGHTON ON BROADWATER MARINA 38236	
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:	
Name: Melanie Taylor	Company: Body Corporate Services (QLD) Pty Ltd
Phone: 55096666	Email: bcs_goldcoast@bcssm.com.au
<input type="checkbox"/> No	
Accessing records	
Who is responsible for keeping the body corporate’s records?	
<input checked="" type="checkbox"/> The body corporate manager named above.	
<input type="checkbox"/> The following person:	
Name:	Role:
Phone:	Email:

Property and community titles scheme details

Lot and plan details

Lot number: 2603

Plan type and number: SP 188984

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: 63

Total contribution schedule lot entitlements for all lots: 10008

Interest schedule

Interest schedule lot entitlement for the lot: 57

Total interest schedule lot entitlements for all lots: 9073

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 2603 for the current financial year: \$8,170.68

Number of instalments: 4 (outlined below)

Please refer to the attached Levy Statement that provides levies issued for the new financial year.

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

Discount for on-time payments (if applicable): 20.00%

Due date	Amount due	Amount due if discount applied	Paid
01/03/2025	\$1,395.77	\$1,116.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/03/2025	\$155.79	\$155.79	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/06/2025	\$1,395.77	\$1,116.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/06/2025	\$155.79	\$155.79	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/09/2025	\$2,223.83	\$1,779.06	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/09/2025	\$309.95	\$309.95	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/12/2025	\$2,223.83	\$1,779.06	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/12/2025	\$309.95	\$309.95	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 2603 for the current financial year: \$2,518.00

Number of instalments: 4 (outlined below)

Please refer to the attached Levy Statement that provides levies issued for the new financial year.

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

Discount for on-time payments (if applicable): 20.00%

Due date	Amount due	Amount due if discount applied	Paid
01/03/2025	\$928.51	\$742.81	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/06/2025	\$928.51	\$742.81	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/09/2025	\$330.49	\$264.39	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/12/2025	\$330.49	\$264.39	<input checked="" type="checkbox"/> Yes <input 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 2603: \$0.00

Number of instalments: 0 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

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 \$0.00
- Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- Other amounts payable, totalling \$0.00 (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: \$0.00
 - Penalties on overdue contributions: \$0.00
 - Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

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): **\$610,343.46**

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 - Meriton Property Services Pty Limited
- No

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

- Yes
- 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: Jill Walshaw

Position/s held: Licensee in Charge

Signature/s :  _____

Date: 23/01/2026

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

ANNUAL FINANCIAL STATEMENTS

For the period 1 March 2024 to 28 February 2025

Prepared For

BRIGHTON ON BROADWATER MARINA

CTS 38236

4 COMO CRESCENT
SOUTHPORT
QLD 4215

Manager

Melanie Taylor
Body Corporate Services (QLD) Pty Ltd

Printed

23 January 2026

Balance Sheet**Administrative & Sinking Fund****Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236****As at 28th February 2025**

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Assets		2025
Cash		354,039.18
Investment Account	Note 9	478,438.28
Prepaid Expenses	Note 10	17,580.49
Accounts Receivable	Note 11	300.00
Levies in Arrears	Note 12	99,599.10
Security Deposit Account	Note 13	200.00
GST Asset		35,320.31
GST balance to collect		1,768.36
		<hr/>
Total Assets		\$ 987,245.72

Liabilities

Levies in Advance	Note 15	236,524.56
Accounts Payable Liability	Note 16	7,012.96
Unallocated Monies Received	Note 14	54,688.74
Accrued Expenses	Note 17	56,729.91
		<hr/>
Total Liabilities		\$ 354,956.17

Net Assets	\$ 632,289.55
-------------------	----------------------

Equity

Administrative Fund	(48,264.92)
Sinking Fund	680,554.47
	<hr/>
Total Equity	\$ 632,289.55

Income and Expenditure Statement

Administrative Fund

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

1 March 2024 to 28 February 2025

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Income

Discount Levies - normal	(150,159.55)
Levy Fees - normal	896,461.62
Levy Fees - other	6,070.29
Mutual Revenue - penalty interest	6,622.06
Mutual Revenue - security devices	4,545.50
Non-Mutual Revenue - bank interest	1,141.46
Non-Mutual Revenue - certificates	(32.73)
Sundry Revenue - discharge insurance claim	10,472.73
Taxes, Fees & Charges - GST rounding	(1.24)

Total Administrative Fund Income**775,120.14****Expenditure**

Accountant - audit fees	5,661.46
Air Conditioning Maintenance	2,769.07
Body Corporate Manager - Insurance Claims	229.10
Body Corporate Manager - Investment Management	329.09
Body Corporate Manager - Taxation Management	1,921.81
Body Corporate Manager - additional services	4,328.69
Body Corporate Manager - debt recovery	4,334.23
Body Corporate Manager - disbursements	15,561.95
Body Corporate Manager - management fees	20,789.53
Body Corporate Manager - work order/quotes	76.36
Caretaking Services	331,749.95
Cleaning Service	14,916.78
Cleaning Service - windows	10,400.00
Consultant	1,240.91
Door & Window Maintenance	5,100.35
Electrical Repairs	3,911.58
Electricity	67,700.40
Fire Protection Services	29,403.09
Garden/Lawn Maintenance	819.05
Gas	1,306.97
General Repairs	6,497.10
Gymnasium	5,648.18
Insurance Claim - excess	5,000.00
Insurance Claim - paid	10,042.50
Insurance Premiums	38,506.44
Insurance Premiums - building	119,239.63
Intercom & Security System	1,696.00
Legal Services - debt recovery	5,506.38
Lift Maintenance	36,559.47
Pest Control Services	5,355.00
Plumbing	5,503.50
Pool Maintenance	4,246.63
Pools, Spas & Saunas	550.00
Security Services	59,850.00
Taxes, Fees & Charges - GST rounding	0.78
Taxes, Fees & Charges - PAYG instalments	13,331.00

Income and Expenditure Statement (continued)**Administrative Fund****Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236****1 March 2024 to 28 February 2025**

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Expenditure

Taxes, Fees & Charges - income tax	7,320.50
Telephone & Internet Services	1,303.64
Tools & Equipment	3,993.00
WH & S	1,268.18
Waste Management Services	2,674.96

Total Administrative Fund Expenditure	856,643.26
--	-------------------

Surplus / Deficit for period	(81,523.12)
-------------------------------------	--------------------

Summary

Opening Balance as at 1 March 2024	33,258.20
Total Revenue during period	775,120.14
Total Expenditure during period	(856,643.26)
Administrative Fund balance as at 28 February 2025	(\$ 48,264.92)

Income and Expenditure Statement

Sinking Fund

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

1 March 2024 to 28 February 2025

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Income

Discount Levies - normal	(99,737.57)
Investment Transactions - interest received	55,287.31
Levy Fees - normal	536,363.18
Mutual Revenue - penalty interest	4,418.22
Mutual Revenue - security devices	90.91

Total Sinking Fund Income	496,422.05
----------------------------------	-------------------

Expenditure

Air Conditioning Systems	3,914.55
Consultant - Project Management	28,225.00
Doors and Windows	3,591.45
Electrical Repairs	28,066.37
Fire Protection Services	40,767.00
Floor Coverings - carpet	5,432.12
General Repairs	31,958.42
Intercom & Security System	98,249.00
Minor Building Maintenance	27,677.00
Painting	751,998.97
Plumbing	46,115.00
Pools, Spas & Saunas	29,345.95
Signs	1,635.94
Tools & Equipment	8,120.00

Total Sinking Fund Expenditure	1,105,096.77
---------------------------------------	---------------------

Surplus / Deficit for period	(608,674.72)
-------------------------------------	---------------------

Summary

Opening Balance as at 1 March 2024	1,289,229.19
Total Revenue during period	496,422.05
Total Expenditure during period	(1,105,096.77)
Sinking Fund balance as at 28 February 2025	\$ 680,554.47

Notes To Financial Statements

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
MBL 184466 237042320 4.15% TD M23/03/2026	278438.28
MBL 184466 221636681 4.75% TD M16/04/2025 - CLOSED	200000.00
	\$ 478,438.28

Note 10 Prepaid Expenses

Detail	Amount
QLD FIRE & EMERGENCY SERVICES ALARM MANAGEMENT CHARGE 01/07/2024 - 30/06/2025	1016.13
OFFICE OF INDUSTRIAL RELATIONS Registration fees	3281.15
Body Corporate Services (QLD) Pty Ltd Management Fees	2127.63
Meriton Property Services Pty Limited CARETAKER FEES MONTH 03/02/2025 - 02/03/2025	3143.54

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Detail	Amount
Body Corporate Brokers Pty Ltd (Accounts) Insurance Premium 22/02/2025 - 22/02/2026	8012.04
	\$ 17,580.49

Note 11 Accounts Receivable

Detail	Amount
Lot: 2602 Unit: U2602 Lot 2602 - x1 Swipe Card	100.00
Lot: 702 Unit: U702 Charge for Fobs - Lot 702	100.00
Lot: 904 Unit: U904 Reimbursement for security swipe - Lot 904	100.00
	\$ 300.00

Note 12 Levies in Arrears - also see note 2

Detail	Amount
Lot: 1003 Unit: U1003	3318.30
Lot: 1803 Unit: 1803	2249.99
Lot: 1903 Unit: U1903	60.07
Lot: 2403 Unit: 2403	14860.86
Lot: 2901 Unit: U2901	57453.15
Lot: 2905 Unit: U2905*	0.30
Lot: 403 Unit: U403	16895.15
Lot: 601 Unit: U601	287.52
Lot: 801 Unit: U801	4473.76
	\$ 99,599.10

Note 13 Security Deposit Account

Detail	Amount
MS D QUINCE AFT ADLAN TRUST GD 244601	200.00
	\$ 200.00

Note 14 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 408 Unit: U408	4820.99
Lot: 1302 Unit: U1302	0.09
Lot: 1505 Unit: U1505	2600.59
Lot: 1902 Unit: U1902	4677.83
Lot: 2002 Unit: U2002	1263.81
Lot: 2401 Unit: U2401	1343.48
Lot: 2701 Unit: .	271.15
Lot: 3005 Unit: U3005	236.98
Lot: 3305 Unit: U3305	0.25
Lot: 404 Unit: U404	26.69
Lot: 501 Unit: U501	48.27
Lot: 503 Unit: U503	950.27
Lot: 802 Unit: *U802	38448.25
Lot: 803 Unit: U803	0.09
	\$ 54,688.74

Note 15 Levies in Advance - also see note 2

Detail	Amount
Lot: 408 Unit: U408	1920.65
Lot: 1001 Unit: U1001	1853.42
Lot: 1002 Unit: U1002	1912.45
Lot: 1301 Unit: 1301	1856.16
Lot: 1004 Unit: U1004	1966.58
Lot: 1006 Unit: U1006	1982.09
Lot: 1101 Unit: U1101	1856.16
Lot: 1102 Unit: U1102	1912.45
Lot: 1103 Unit: U1103	1917.92
Lot: 1104 Unit: U1104	1966.58
Lot: 1704 Unit: U1704	2015.22
Lot: 1105 Unit: U1105	1974.78

Notes To Financial Statements

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Detail	Amount
Lot: 1106 Unit: U1106	1996.65
Lot: 1201 Unit: U1201	1856.16
Lot: 1203 Unit: U1203	1917.92
Lot: 1204 Unit: U1204	1966.58
Lot: 1205 Unit: U1205	1974.78
Lot: 1206 Unit: U1206	1996.65
Lot: 410 Unit: U410	190.75
Lot: 1302 Unit: U1302	1915.19
Lot: 1303 Unit: U1303	472.97
Lot: 1305 Unit: U1305	1977.51
Lot: 1403 Unit: U1403	1950.18
Lot: 1705 Unit: U1705	2085.73
Lot: 1405 Unit: U1405	1977.51
Lot: 1406 Unit: U1406	1999.38
Lot: 1501 Unit: U1501	1858.89
Lot: 1502 Unit: U1502	1944.72
Lot: 1503 Unit: U1503	1950.18
Lot: 1505 Unit: U1505	1977.51
Lot: 1506 Unit: U1506	2002.11
Lot: 1601 Unit: U1601	1861.62
Lot: 1602 Unit: U1602	2058.40
Lot: 1603 Unit: U1603	1977.51
Lot: 1604 Unit: U1604	1985.71
Lot: 1702 Unit: U1702	2058.40
Lot: 1703 Unit: U1703	1980.25
Lot: 1801 Unit: 1801	1893.88
Lot: 1802 Unit: U1802	2061.13
Lot: 1804 Unit: U1804	2017.96
Lot: 1902 Unit: U1902	2061.13
Lot: 2601 Unit: U2601	1928.85
Lot: 1904 Unit: U1904	2017.96
Lot: 1905 Unit: U1905	2104.87
Lot: 2001 Unit: U2001	1893.88
Lot: 2002 Unit: U2002	2063.87
Lot: 2003 Unit: U2003	2009.76
Lot: 2004 Unit: U2004	2017.96
Lot: 2101 Unit: 2101	1896.61
Lot: 2103 Unit: 2103	2012.49
Lot: 2104 Unit: U2104	2020.69
Lot: 2105 Unit: U2105	2137.10
Lot: 2202 Unit: U2202	2066.60
Lot: 2203 Unit: U2203	2012.49
Lot: 3301 Unit: U3301	2004.29
Lot: 2204 Unit: *2204	2020.69
Lot: 2205 Unit: U2205	2110.33
Lot: 2303 Unit: U2303	2012.49
Lot: 2305 Unit: U2305	2139.83
Lot: 2401 Unit: U2401	1896.61
Lot: 2404 Unit: U2404	2023.42
Lot: 2502 Unit: U2502	2069.33
Lot: 2503 Unit: U2503	2015.22
Lot: 2504 Unit: U2504	2023.42
Lot: 2602 Unit: U2602	2072.07
Lot: 2603 Unit: U2603	2015.22
Lot: 2605 Unit: U2605	2145.30
Lot: 2701 Unit: .	1928.85
Lot: 2703 Unit: U2703	2047.47
Lot: 2704 Unit: U2704	2052.93
Lot: 2705 Unit: U2705	2148.03
Lot: 2801 Unit: U2801	1931.59
Lot: 2802 Unit: U2802	2104.30
Lot: 2803 Unit: U2803	2017.96

Notes To Financial Statements

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Detail	Amount
Lot: 2804 Unit: U2804	2055.67
Lot: 2903 Unit: U2903	2047.47
Lot: 2904 Unit: U2904	2055.67
Lot: 3002 Unit: U3002	2155.70
Lot: 3003 Unit: U3003	2047.47
Lot: 3005 Unit: U3005	2161.70
Lot: 3101 Unit: U3101	2001.56
Lot: 3102 Unit: U3102	2158.43
Lot: 406 Unit: U406	2098.30
Lot: 407 Unit: U407	1952.92
Lot: 3103 Unit: U3103	2050.20
Lot: 3104 Unit: U3104	2055.67
Lot: 3201 Unit: U3201	2001.26
Lot: 3202 Unit: U3202	2158.43
Lot: 3203 Unit: U3203	2050.20
Lot: 3204 Unit: U3204	2058.40
Lot: 3205 Unit: U3205	2105.42
Lot: 3302 Unit: U3302	2161.16
Lot: 3303 Unit: U3303	2050.20
Lot: 3304 Unit: U3304	2058.40
Lot: 3305 Unit: U3305	2193.96
Lot: 401 Unit: U401	2101.03
Lot: 402 Unit: U402	1928.85
Lot: 404 Unit: U404	1926.12
Lot: 501 Unit: U501	1966.58
Lot: 502 Unit: U502	1924.78
Lot: 503 Unit: U503	2063.87
Lot: 602 Unit: U602	1969.31
Lot: 603 Unit: U603	1977.51
Lot: 604 Unit: U604	2039.82
Lot: 701 Unit: U701	1850.69
Lot: 702 Unit: U702	1807.52
Lot: 703 Unit: U703	1812.99
Lot: 704 Unit: U704	1972.05
Lot: 705 Unit: U705	1980.25
Lot: 706 Unit: U706	2039.82
Lot: 802 Unit: *U802	1909.72
Lot: 803 Unit: U803	1915.19
Lot: 804 Unit: U804	1934.32
Lot: 805 Unit: U805	1972.05
Lot: 806 Unit: U806	1991.18
Lot: 901 Unit: U901	1853.42
Lot: 903 Unit: U903	1915.19
Lot: 904 Unit: U904	1963.85
Lot: 905 Unit: U905	1972.05
Lot: 906 Unit: U906	1993.91
	\$ 236,524.56

Note 16 Accounts Payable Liability

Detail	Amount
Body Corporate Brokers Pty Ltd (Accounts) Insurance Premium 22/02/2025 - 22/02/2026	3489.12
CHASE AIRCONDITIONING Quarterly Run Test 25/02/2025	250.00
CHASE AIRCONDITIONING Quarterly Service Check 25/02/2025	480.00
Colless Enterprises Pty Ltd T/A Its Bin Cleaned Surfers Paradise 1 X 1500Ltr 18/02/2025	297.00
D L Lowe & J L Lowe Tile adhesive Underwater 27/02/2025	48.40
D L Lowe & J L Lowe Unit 2604 Fire Entry Doors 08/12/2024	154.00
D L Lowe & J L Lowe Unit 705 Fire Door Maintenance	110.00
FAHEY FAMILY TRUST Callout Labour 14/02/2025	207.50
Kemps Petersons Legal Pty Ltd Debt Collection service 21/02/2025 - 26/02/2025	1992.59
Liftronic Pty Ltd ACC 7759 AM Call Out 21/02/2025	2560.80
Liftronic Pty Ltd Refund Due re: Overpaid invoice #215350	-270.00
Meriton Property Services Pty Ltd Refund Due re: Overpayment 03/10 - 02/11/2020	-28161.66

Notes To Financial Statements

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

Detail	Amount
New Wave Plumbing & Gas Solutions Pty Ltd Plumbing Services Invoice 28/02/2025	14135.00
Origin Energy **BPAY 747428** Electricity March 25	8450.99
Salvatore Russo Re glue and 25/02/2025	95.00
Satellite Cleaning (QLD) Pty Ltd - 1 x 31/12/2024	29.15
SCSCorp Pty Ltd Security Services Date: 11/11/2024	2772.00
Southern Paper Converters Trust T/as Visy Recycling lift service fee 01/02/25-28/02/25	208.07
TTF Gulamali Family Trust Window clean Window 18/02/2025	165.00
	\$ 7,012.96

Note 17 Accrued Expenses

Detail	Amount
Accrue Caretaking Services for Oct 22 / Oct 23	48385.00
Accrue Power Hub Gas to 28/02/2025	95.00
Accrue Audit Fees to 28/02/2025	5360.91
Accrue Security Services to 28/02/2025	2700.00
Accrue Waste Management Services to 28/02/2025	189.00
	\$ 56,729.91

Body Corporate for BRIGHTON ON BROADWATER MARINA (CTS 38236)

4 COMO CRESCENT SOUTHPORT QLD 4215
ABN/ACN 39475330475

LOT IMPROVEMENTS

Date	Unit	Type of Resolution	Description
27/01/2022	2603	Special Resolution	Lot 2603 - approval to remodel kitchen and laundry

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

4 COMO CRESCENT SOUTHPORT QLD 4215

ABN/ACN 39475330475

REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
23/09/16	\$1,490.86	REIM FOR CHAIR	DAVID WHITELUM	4215		
05/06/13	\$1,118.18	HAND DRYER AUTO 5/6	PACIFIC HYGIENE SYST...	4069		
31/01/14	\$1,800.00	INSTALL AIR CONDITIONER 30/1	CARE GROUP PTY LTD	4220		
12/06/13	\$4,150.00	S/I RECUMBENT BIKE,TREADMILL	INDEPENDENT FITNESS R...	4212		
09/01/19	\$1,635.45	INSTALL PUMP	TALLAI POOL & SPA	4213		
14/09/16	\$1,490.86	REIMB.GAMMA VISITOR CHAIR 14/9	DAVID WHITELUM	4215		
01/06/18	\$2,340.89	REIMB TV FOR MEDIA ROOM	DAVID WHITELUM	4215		
25/01/19	\$2,849.00	ENCORE COMMERCIAL BIKE/FREIGHT	JOHN WALKER GYM REP...	2486		

Insurance Report

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

Policy number : HU0006122066

4 COMO CRESCENT SOUTHPORT QLD 4215

Insurance Policy Details

Policy Number:	HU0006122066
Period of Insurance:	22 February 2025 to 22 February 2026
Insurance Company:	CHU UNDERWRITING AGENCIES
Broker (if any):	BODY CORPORATE BROKERS PTY LTD
Amount of Premium:	\$ 182,430.99
Paid Date:	5 March 2025

Policy Type	Amount of cover	Excess
Loss Of Rent/Temporary Accommodation	\$26,650,899	0.00
Lot Owner's Fixtures and Improvements	\$250,000	0.00
Legal Defense Expenses	\$50,000	0.00
Appeal Expenses	\$100,000	0.00
Government Audit Costs	\$25,000	0.00
Office Bearers Liability Insurance	\$10,000,000	0.00
Fidelity Guarantee Insurance	\$100,000	0.00
Personal Accident/Voluntary Workers	\$200,000/\$2,000	0.00
Property, Death and Injury (Public Liability)	\$30,000,000	0.00
Flood	Included	0.00
Common Area Contents	\$1,776,726	0.00
Damage (i.e. Building) Policy	\$177,672,666	0.00

Insurance Report

Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236

Policy number : MEB108274922 - Machinery

4 COMO CRESCENT SOUTHPORT QLD 4215

Insurance Policy Details

Policy Number: MEB108274922 - Machinery
Period of Insurance: 22 February 2025 to 22 February 2026
Insurance Company: AAI LIMITED/VERO INSURANCE
Broker (if any): Body Corporate Brokers Pty Ltd (QLD)
Amount of Premium: \$ 8,168.26
Paid Date: 20 February 2025

Policy Type	Amount of cover	Excess
Machinery Breakdown Insurance	\$150,308,187	0.00

CTS 38236

ABN: 39475330475
 4 COMO CRESCENT
 SOUTHPORT QLD 4215

Accounts: 1300889227
 Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS

For the period 16 Jan 2026 to 1 Mar 2026

Anthony John Pfeiffer, Dianne Helen Pfeiffer
 2603/4 Como Crescent
 Southport Queensland 4215

Issue Date: 23/01/26

Statement Activity for Body Corporate for BRIGHTON ON BROADWATER MARINA CTS 38236 - ABN/ACN: 39475330475

Lot: 2603 **Unit:** U2603
Address: 4 COMO CRESCENT, SOUTHPORT, QLD 4215

Date	Description	Period (if applicable)	Admin	Sink	Balance
01/03/26	Levies - normal (interim)	01-03-26 to 31-05-26	1,447.84	0.00	1,447.84
01/03/26	Levies - normal (interim)	01-03-26 to 31-05-26	232.87	0.00	1,680.71
01/03/26	Levies - normal (interim)	01-03-26 to 31-05-26	0.00	503.60	2,184.31

Total Amount as at 1st March 2026 **\$ 2,184.31DR**

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Body Corporate for CTS 38236



DEFT
 PAYMENT SYSTEMS

DEFT Reference Number:
 2189 4472 6349 5390 0934

BRIGHTON ON BROADWATER MARINA
 Lot: 2603 Unit: U2603
 BRIGHTON ON BROADWATER MARINA

Total Amount: \$ 2,184.31DR
as at 1st March 2026

How to Pay

- Bpay:** Call your bank, credit union or building society to make this payment from your cheque or savings account.
- Internet:** Visit www.deft.com.au and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment at any post office.



Biller Code: 96503
Reference: 2189 4472 6349 5390 0934



*496 218944726 34953900934

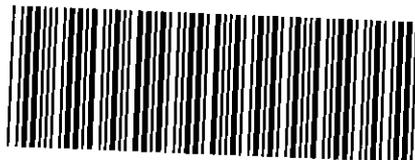
Payments by credit or debit card may attract a surcharge.
 Registration is required for payments from bank accounts.
 Registration forms available from www.deft.com.au.

27

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

GENERAL REQUEST

Duty Imprint
FORM 14 Version 4
Page 1 of 1



720158821

\$93.00

16/07/2020 12:45

GC 470

1. Nature of request Request to record new Community Management Statement for Brighton on Broadwater Marina Community Titles Scheme 38236	Lodger (Name, address, E-mail & phone number) JG/ABKJ	Lodger Code GC 521
---	---	---------------------------------

2. Lot on Plan Description Common Property for Brighton on Broadwater Marina Community Titles Scheme 38236	Title Reference 50712137
--	------------------------------------

3. Registered Proprietor/State Lessee
Body Corporate for Brighton on Broadwater Marina Community Titles Scheme 38236

4. Interest
Not Applicable

5. Applicant
Body Corporate for Brighton on Broadwater Marina Community Titles Scheme 38236

6. Request
I hereby request that the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Brighton on Broadwater Marina Community Titles Scheme 38236

7. Execution by applicant

15, 7, 20
Execution Date

Andrew John Kyle
.....
Applicant's or Solicitor's Signature

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

ANDREW JOHN KYLE
SOLICITOR

38236

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*

Since 200 only
CMS LABEL NUMBER

1. Name of community titles scheme BRIGHTON ON BROADWATER MARINA COMMUNITY TITLES SCHEME 38236	2. Regulation module ACCOMMODATION MODULE
---	---

3. Name of body corporate BODY CORPORATE FOR BRIGHTON ON BROADWATER MARINA COMMUNITY TITLES SCHEME 38236
--

4. Scheme land Lot on Plan Description See Enlarged Panel	Title Reference
--	-----------------

5. #Name and address of original owner Not applicable	6. Reference to plan lodged with this statement Not applicable
---	--

first community management statement only

7. Local Government community management statement notation Not applicable pursuant to s. 60(6) of the Body Corporate and Community Management Act 1997 signed name and designation name of Local Government
---	--

8. Execution by original owner/Consent of body corporate



15/07/2020
Execution Date

[Signature]
.....
Chairperson *Execution

15/07/2020
Execution Date

[Signature]
.....
Secretary *Execution

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

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

Title Reference 50712137

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Brighton on Broadwater Marina Community Titles Scheme 38236	50712137
Lot 401 in SP 188984	50712138
Lot 402 in SP 188984	50712139
Lot 403 in SP 188984	50712140
Lot 404 in SP 188984	50712141
Lot 405 in SP 188984	50712142
Lot 406 in SP 188984	50712143
Lot 407 in SP 188984	50712144
Lot 408 in SP 188984	50712145
Lot 409 in SP 188984	50712146
Lot 410 in SP 188984	50712147
Lot 501 in SP 188984	50712148
Lot 502 in SP 188984	50712149
Lot 503 in SP 188984	50712150
Lot 601 in SP 188984	50712151
Lot 602 in SP 188984	50712152
Lot 603 in SP 188984	50712153
Lot 604 in SP 188984	50712154
Lot 701 in SP 188984	50712155
Lot 702 in SP 188984	50712156
Lot 703 in SP 188984	50712157
Lot 704 in SP 188984	50712158
Lot 705 in SP 188984	50712159
Lot 706 in SP 188984	50712160
Lot 801 in SP 188984	50712161
Lot 802 in SP 188984	50712162
Lot 803 in SP 188984	50712163
Lot 804 in SP 188984	50712164
Lot 805 in SP 188984	50712165
Lot 806 in SP 188984	50712166
Lot 901 in SP 188984	50712167
Lot 902 in SP 188984	50712168
Lot 903 in SP 188984	50712169
Lot 904 in SP 188984	50712170
Lot 905 in SP 188984	50712171
Lot 906 in SP 188984	50712172
Lot 1001 in SP 188984	50712173
Lot 1002 in SP 188984	50712174
Lot 1003 in SP 188984	50712175
Lot 1004 in SP 188984	50712176
Lot 1005 in SP 188984	50712177
Lot 1006 in SP 188984	50712178
Lot 1101 in SP 188984	50712179
Lot 1102 in SP 188984	50712180
Lot 1103 in SP 188984	50712181
Lot 1104 in SP 188984	50712182
Lot 1105 in SP 188984	50712183
Lot 1106 in SP 188984	50712184
Lot 1201 in SP 188984	50712185
Lot 1202 in SP 188984	50712186
Lot 1203 in SP 188984	50712187
Lot 1204 in SP 188984	50712188
Lot 1205 in SP 188984	50712189
Lot 1206 in SP 188984	50712190

Lot on Plan Description	Title Reference
Lot 1301 in SP 188984	50712191
Lot 1302 in SP 188984	50712192
Lot 1303 in SP 188984	50712193
Lot 1304 in SP 188984	50712194
Lot 1305 in SP 188984	50712195
Lot 1306 in SP 188984	50712196
Lot 1401 in SP 188984	50712197
Lot 1402 in SP 188984	50712198
Lot 1403 in SP 188984	50712199
Lot 1404 in SP 188984	50712200
Lot 1405 in SP 188984	50712201
Lot 1406 in SP 188984	50712202
Lot 1501 in SP 188984	50712203
Lot 1502 in SP 188984	50712204
Lot 1503 in SP 188984	50712205
Lot 1504 in SP 188984	50712206
Lot 1505 in SP 188984	50712207
Lot 1506 in SP 188984	50712208
Lot 1601 in SP 188984	50712209
Lot 1602 in SP 188984	50712210
Lot 1603 in SP 188984	50712211
Lot 1604 in SP 188984	50712212
Lot 1605 in SP 188984	50712213
Lot 1701 in SP 188984	50712214
Lot 1702 in SP 188984	50712215
Lot 1703 in SP 188984	50712216
Lot 1704 in SP 188984	50712217
Lot 1705 in SP 188984	50712218
Lot 1801 in SP 188984	50712219
Lot 1802 in SP 188984	50712220
Lot 1803 in SP 188984	50712221
Lot 1804 in SP 188984	50712222
Lot 1805 in SP 188984	50712223
Lot 1901 in SP 188984	50712224
Lot 1902 in SP 188984	50712225
Lot 1903 in SP 188984	50712226
Lot 1904 in SP 188984	50712227
Lot 1905 in SP 188984	50712228
Lot 2001 in SP 188984	50712229
Lot 2002 in SP 188984	50712230
Lot 2003 in SP 188984	50712231
Lot 2004 in SP 188984	50712232
Lot 2005 in SP 188984	50712233
Lot 2101 in SP 188984	50712234
Lot 2102 in SP 188984	50712235
Lot 2103 in SP 188984	50712236
Lot 2104 in SP 188984	50712237
Lot 2105 in SP 188984	50712238
Lot 2201 in SP 188984	50712239
Lot 2202 in SP 188984	50712240
Lot 2203 in SP 188984	50712241
Lot 2204 in SP 188984	50712242
Lot 2205 in SP 188984	50712243
Lot 2301 in SP 188984	50712244
Lot 2302 in SP 188984	50712245
Lot 2303 in SP 188984	50712246
Lot 2304 in SP 188984	50712247
Lot 2305 in SP 188984	50712248

Title Reference 50712137

Lot on Plan Description	Title Reference
Lot 2401 in SP 188984	50712249
Lot 2402 in SP 188984	50712250
Lot 2403 in SP 188984	50712251
Lot 2404 in SP 188984	50712252
Lot 2405 in SP 188984	50712253
Lot 2501 in SP 188984	50712254
Lot 2502 in SP 188984	50712255
Lot 2503 in SP 188984	50712256
Lot 2504 in SP 188984	50712257
Lot 2505 in SP 188984	50712258
Lot 2601 in SP 188984	50712259
Lot 2602 in SP 188984	50712260
Lot 2603 in SP 188984	50712261
Lot 2604 in SP 188984	50712262
Lot 2605 in SP 188984	50712263
Lot 2701 in SP 188984	50712264
Lot 2702 in SP 188984	50712265
Lot 2703 in SP 188984	50712266
Lot 2704 in SP 188984	50712267
Lot 2705 in SP 188984	50712268
Lot 2801 in SP 188984	50712269
Lot 2802 in SP 188984	50712270
Lot 2803 in SP 188984	50712271
Lot 2804 in SP 188984	50712272
Lot 2805 in SP 188984	50712273
Lot 2901 in SP 188984	50712274
Lot 2902 in SP 188984	50712275
Lot 2903 in SP 188984	50712276
Lot 2904 in SP 188984	50712277
Lot 2905 in SP 188984	50712278
Lot 3001 in SP 188984	50712279
Lot 3002 in SP 188984	50712280
Lot 3003 in SP 188984	50712281
Lot 3004 in SP 188984	50712282
Lot 3005 in SP 188984	50712283
Lot 3101 in SP 188984	50712284
Lot 3102 in SP 188984	50712285
Lot 3103 in SP 188984	50712286
Lot 3104 in SP 188984	50712287
Lot 3105 in SP 188984	50712288
Lot 3201 in SP 188984	50712289
Lot 3202 in SP 188984	50712290
Lot 3203 in SP 188984	50712291
Lot 3204 in SP 188984	50712292
Lot 3205 in SP 188984	50712293
Lot 3301 in SP 188984	50712294
Lot 3302 in SP 188984	50712295
Lot 3303 in SP 188984	50712296
Lot 3304 in SP 188984	50712297
Lot 3305 in SP 188984	50712298

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 401 on SP 188984	66	56
Lot 402 on SP 188984	61	47
Lot 403 on SP 188984	62	47
Lot 404 on SP 188984	61	46
Lot 405 on SP 188984	62	46
Lot 406 on SP 188984	66	55
Lot 407 on SP 188984	62	45
Lot 408 on SP 188984	61	44
Lot 409 on SP 188984	62	48
Lot 410 on SP 188984	6	5
Lot 501 on SP 188984	62	50
Lot 502 on SP 188984	62	53
Lot 503 on SP 188984	64	64
Lot 601 on SP 188984	59	43
Lot 602 on SP 188984	62	51
Lot 603 on SP 188984	62	54
Lot 604 on SP 188984	63	66
Lot 701 on SP 188984	59	40
Lot 702 on SP 188984	58	35
Lot 703 on SP 188984	58	37
Lot 704 on SP 188984	62	52
Lot 705 on SP 188984	62	55
Lot 706 on SP 188984	63	66
Lot 801 on SP 188984	59	41
Lot 802 on SP 188984	61	40
Lot 803 on SP 188984	61	42
Lot 804 on SP 188984	61	49
Lot 805 on SP 188984	62	52
Lot 806 on SP 188984	62	59
Lot 901 on SP 188984	59	41
Lot 902 on SP 188984	61	40
Lot 903 on SP 188984	61	42
Lot 904 on SP 188984	62	49
Lot 905 on SP 188984	62	52
Lot 906 on SP 188984	62	60
Lot 1001 on SP 188984	59	41
Lot 1002 on SP 188984	61	41
Lot 1003 on SP 188984	61	43
Lot 1004 on SP 188984	62	50
Lot 1005 on SP 188984	62	53
Lot 1006 on SP 188984	62	60
Lot 1101 on SP 188984	59	42

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot 1102 on SP 188984	61	41
Lot 1103 on SP 188984	61	43
Lot 1104 on SP 188984	62	50
Lot 1105 on SP 188984	62	53
Lot 1106 on SP 188984	62	61
Lot 1201 on SP 188984	59	42
Lot 1202 on SP 188984	61	41
Lot 1203 on SP 188984	61	43
Lot 1204 on SP 188984	62	50
Lot 1205 on SP 188984	62	53
Lot 1206 on SP 188984	62	61
Lot 1301 on SP 188984	59	42
Lot 1302 on SP 188984	61	42
Lot 1303 on SP 188984	62	44
Lot 1304 on SP 188984	62	51
Lot 1305 on SP 188984	62	54
Lot 1306 on SP 188984	62	62
Lot 1401 on SP 188984	59	42
Lot 1402 on SP 188984	62	42
Lot 1403 on SP 188984	62	44
Lot 1404 on SP 188984	62	51
Lot 1405 on SP 188984	62	54
Lot 1406 on SP 188984	62	62
Lot 1501 on SP 188984	59	43
Lot 1502 on SP 188984	62	42
Lot 1503 on SP 188984	62	44
Lot 1504 on SP 188984	62	51
Lot 1505 on SP 188984	62	54
Lot 1506 on SP 188984	62	63
Lot 1601 on SP 188984	59	44
Lot 1602 on SP 188984	64	62
Lot 1603 on SP 188984	62	54
Lot 1604 on SP 188984	62	57
Lot 1605 on SP 188984	64	72
Lot 1701 on SP 188984	60	44
Lot 1702 on SP 188984	64	62
Lot 1703 on SP 188984	62	55
Lot 1704 on SP 188984	63	57
Lot 1705 on SP 188984	64	72
Lot 1801 on SP 188984	60	45
Lot 1802 on SP 188984	64	63
Lot 1803 on SP 188984	63	55
Lot 1804 on SP 188984	63	58
Lot 1805 on SP 188984	64	73

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
---	--	--

Lot 1901 on SP 188984	60	45
Lot 1902 on SP 188984	64	63
Lot 1903 on SP 188984	63	55
Lot 1904 on SP 188984	63	58
Lot 1905 on SP 188984	64	79
Lot 2001 on SP 188984	60	45
Lot 2002 on SP 188984	64	64
Lot 2003 on SP 188984	63	55
Lot 2004 on SP 188984	63	58
Lot 2005 on SP 188984	65	80
Lot 2101 on SP 188984	60	46
Lot 2102 on SP 188984	64	64
Lot 2103 on SP 188984	63	56
Lot 2104 on SP 188984	63	59
Lot 2105 on SP 188984	65	80
Lot 2201 on SP 188984	60	46
Lot 2202 on SP 188984	64	65
Lot 2203 on SP 188984	63	56
Lot 2204 on SP 188984	63	59
Lot 2205 on SP 188984	64	81
Lot 2301 on SP 188984	60	46
Lot 2302 on SP 188984	64	65
Lot 2303 on SP 188984	63	56
Lot 2304 on SP 188984	63	59
Lot 2305 on SP 188984	65	81
Lot 2401 on SP 188984	60	46
Lot 2402 on SP 188984	64	66
Lot 2403 on SP 188984	63	57
Lot 2404 on SP 188984	63	60
Lot 2405 on SP 188984	65	82
Lot 2501 on SP 188984	61	47
Lot 2502 on SP 188984	64	66
Lot 2503 on SP 188984	63	57
Lot 2504 on SP 188984	63	60
Lot 2505 on SP 188984	65	82
Lot 2601 on SP 188984	61	47
Lot 2602 on SP 188984	64	67
Lot 2603 on SP 188984	63	57
Lot 2604 on SP 188984	63	60
Lot 2605 on SP 188984	65	83
Lot 2701 on SP 188984	61	47
Lot 2702 on SP 188984	64	67
Lot 2703 on SP 188984	64	58
Lot 2704 on SP 188984	64	60

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot 2705 on SP 188984	65	84
Lot 2801 on SP 188984	61	48
Lot 2802 on SP 188984	65	68
Lot 2803 on SP 188984	63	58
Lot 2804 on SP 188984	64	61
Lot 2805 on SP 188984	65	86
Lot 2901 on SP 188984	61	48
Lot 2902 on SP 188984	65	68
Lot 2903 on SP 188984	64	58
Lot 2904 on SP 188984	64	61
Lot 2905 on SP 188984	65	87
Lot 3001 on SP 188984	63	52
Lot 3002 on SP 188984	66	76
Lot 3003 on SP 188984	64	58
Lot 3004 on SP 188984	64	61
Lot 3005 on SP 188984	65	89
Lot 3101 on SP 188984	63	52
Lot 3102 on SP 188984	66	77
Lot 3103 on SP 188984	64	59
Lot 3104 on SP 188984	64	61
Lot 3105 on SP 188984	68	89
Lot 3201 on SP 188984	63	52
Lot 3202 on SP 188984	66	77
Lot 3203 on SP 188984	64	59
Lot 3204 on SP 188984	64	62
Lot 3205 on SP 188984	63	90
Lot 3301 on SP 188984	63	53
Lot 3302 on SP 188984	66	78
Lot 3303 on SP 188984	64	59
Lot 3304 on SP 188984	64	62
Lot 3305 on SP 188984	66	90
TOTALS	10008	9073

The contribution schedule lot entitlements for this scheme are not equal.

As required by s 46 of the Body Corporate and Community Management Act 1997, the contribution schedule lot entitlements for this scheme have been calculated with regard to:-

- (1) The structure of the Scheme;
- (2) The nature, features and characteristics of the lots included in the Scheme; and
- (3) The purpose for which the lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The contribution schedule lot entitlement for each lot (other than lot 410) varies between a minimum of 58 and a maximum of 68. This variation in lot entitlements recognises that the nature, features and characteristics of the lots

included in the scheme result in lots placing a differential burden on the cost to the Body Corporate of upkeep, repair and maintenance of the common property.

When calculating the lot entitlements in the lot entitlement contribution schedule, each of the factors regarded impacts on the allocation in the following ways:-

Structure of the Scheme

The Scheme is not a layered scheme or part of a volumetric plan and consequently this factor does not contribute to any differences in the lot entitlements.

Nature, Features and Characteristic of the Lots and the Scheme

All of the lots are part of a building registered as a building format plan. The Body Corporate is responsible for the upkeep, repair and maintenance of common property within the scheme. This includes (but is not limited to) the common foyer, corridors, lifts and lift wells, swimming pools, spa, gym, common rooms, gardens, pedestrian pathways, driveways, external walls and windows of the building, roof structures, and utility infrastructure.

In calculating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme result in a differential burden or demand being placed by different lots on Body Corporate expenditure for the upkeep, repair and maintenance of the common property:

- (1) Lot location being the level of the building on which the lot is situated. The higher the lot in the building the greater the cost of operating the lifts;
- (2) Lot size which impacts on the external surface area of the lot for which the Body Corporate is responsible;
- (3) Lot potential accommodation factor which impacts on common area facilities usage and the consequential cost of operating and maintaining those facilities.

The Purpose for which the lots are used

Other than lot 410 each lot in the scheme is used for residential purposes and consequently this factor does not contribute to any difference in the contribution lot entitlements for those lots. Lot 410, which has a contribution lot entitlement of 6, is the Reception Office and consequently does not have any live-in occupiers. It would not be equitable for this lot to contribute the upkeep, repair and maintenance of the common facilities.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

Not applicable.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. INTERPRETATION

1.1 Throughout these By-Laws, the following terms must, where the context so admits, have the meanings herein ascribed to them.

“Act” means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme.

“Body Corporate” has the same meaning as in the Act.

“Building” means the building or buildings constructed on the Parcel.

“By-Laws” means the By-Laws herein contained or any specified part of them.

“Common Property” has the same meaning as in the Act.

“Committee” means the Committee of the Body Corporate appointed pursuant to the Act.

“Committee’s Representative” means a member of the Committee appointed from time to time for the purpose of representing the Committee.

“Invitee” means the guest, employee, contractor or licensee of a lot owner or occupier of a Lot or any other person permitted by a lot owner or occupier of a Lot to enter upon the Parcel, and includes children.

"Lot" means a lot in the Scheme and as defined in the Act.

"lot owner" or an "occupier" includes an owner or occupier of a Lot in the Scheme and as defined in the Act.

"Original Owner" has the meaning given to it in the Act.

"Owner of Resident Caretaker's lot" or "Owner of Reception Office" means and includes the lot owner of that lot or an entity under the control of the lot owner or occupier of such lot.

"Parcel" means all the land referred to in the registered survey plan.

"Person" includes corporations and other entities.

"Reception Office" means Lot 410 in the Scheme.

"Resident Caretaker" means a person appointed from time to time by the Body Corporate as a letting agent or as a service contractor, or both.

"Resident Caretaker's Lot" means the lot, if any, in the Scheme nominated in writing by the Original Owner or its authorised representative to the Body Corporate as such.

"Scheme" means Brighton on Broadwater Marina Community Titles Scheme 38236.

"Secretary" means the Secretary of the Body Corporate appointed pursuant to the Act.

"Vehicle" includes all types of automobiles, motor cycles, trucks, bicycles, boats, trailers, caravans, camper vans or mobile homes.

1.2 In these By-Laws, unless the context indicates a contrary intention:-

- (a) words denoting any gender include all genders;
- (b) the singular number includes the plural and vice versa;
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assignors;
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- (e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (f) references to any legislation includes any legislation which amends or replaces that legislation;
- (g) headings are included for convenience only and will not affect the interpretation of these By-Laws;
- (h) a reference to any thing includes the whole or each part of it;
- (i) in interpreting these By-Laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these By-Laws or any part of them; and
- (j) if any provision of these By-Laws is found by an adjudicator or court or tribunal of competent jurisdiction to be unlawful, void or unenforceable, the provision must, to the extent required, be severed from these By-Laws and rendered ineffective as far as possible without modifying the remaining provisions of these By-Laws, and must not in any way affect any other circumstances of or the validity or enforcement of the By-Laws.

2. **USE OF LOTS**

- 2.1 Lots may only be used for residential purposes (and ancillary car parking and storage provided that any storage items are completely contained in a Body Corporate approved storage device) and must not be used for any other purpose, save for the Resident Caretaker's lot and the Reception Office which may in addition to residential purposes be used for the purpose of carrying on the business of caretaking and letting of lots on behalf of the lot owners. The lots may not be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of a person residing within the Community Titles Scheme.
- 2.2 A lot owner or an occupier of a Lot will 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 lot owner, occupier or their invitees.
- 2.3 A lot owner or an occupier of a Lot which is the subject of a lease or licence agreement, must 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.

3. **ALTERATIONS**

3.1 For the purpose of this By-Law, an alteration includes (without limitation):-

- (a) any structural alteration to the interior of a Lot (but does not include any minor or cosmetic changes to the interior of a Lot);
- (b) any change to the external appearance of the Lot;
- (c) any alterations of the utility infrastructure (including any alteration to gas, water or electrical installations);
- (d) the replacement or installation of tiles, marble, wood, linoleum flooring or any other hard flooring material to the interior of a Lot;

- (e) any works involving, in any manner, the Building intercom system;
 - (f) the replacement of balcony sliding doors;
 - (g) any enclosure or alteration, in any manner, to the appearance of the balcony;
 - (h) the replacement or installation of tiles on the balcony; and
 - (i) the installation or replacement of an air conditioner.
- 3.2 A lot owner or an occupier of a Lot must not make any alteration to a Lot without:-
- (a) the prior written consent of the Committee in accordance with this by-law;
 - (b) if required by the Committee, the prior written consent of the Gold Coast City Council or its equivalent;
 - (c) if required by the Committee, the prior written consent of any other such government or semi-government body deemed by the Committee to be necessary and applicable; and
 - (d) where the application is made by an occupier other than a lot owner, the prior written consent of the lot owner of the Lot.
- 3.3 All applications for the written consent of the Committee to make an alteration to a Lot must be made in writing in the form prescribed by the Committee from time to time (if any).
- 3.4 The Committee may impose conditions upon granting its consent to an alteration to a Lot. When doing so, the Committee must have regard to the following conditions:-
- (a) All works are to be undertaken in accordance with the requirements and directions of the Committee.
 - (b) All works are to be undertaken in accordance with the laws and requirements of all authorities and regulators.
 - (c) Where applicable, all contractors carrying out the works are to be licenced as required by the Queensland Building and Construction Commission or any other relevant body.
 - (d) Prior to commencing any work, the Committee must be provided with:-
 - (i) a Certificate of Currency of Public Liability Insurance of all contractors carrying out the works for an amount not less than \$10,000,000.00;
 - (ii) a list of the names and trade licence numbers of each contractor to be used;
 - (iii) an undertaking by the lot owner or occupier of the Lot that all works will be performed in a proper and workmanlike manner and that all works be completed in a professional manner and quality; and
 - (iv) a Deed of Indemnity signed by the lot owner or occupier of the Lot indemnifying the Body Corporate for any liability in relation to any injuries or other events which may occur whilst the works are occurring.
 - (e) That the lot owner or occupier of the Lot at his or her cost obtain and provide to the Committee all relevant compliance certificates, inspection certifications, reports, forms and certifications.
 - (f) The lot owner or occupier of the Lot will be responsible for all costs associated with or incidental to the works.
 - (g) The Committee may require the lot owner or occupier of the Lot to engage an expert (for example a structural engineer or fire officer) at the cost of the lot owner or occupier of the Lot to provide expert advice on whether the proposed structural alteration will affect the structural integrity of the building or the fire protection services (as applicable).
 - (h) The granting of any approval by the Committee does not in any way waive the lot owner or occupier of the Lot of their responsibility under any other by-laws.
 - (i) The lot owner or occupier of the Lot must provide any further information regarding the structural alterations reasonably requested by the Committee.
 - (j) Where plumbing works are affected, within fourteen (14) days following the completion of works all plumbing work must be pressure tested and a signed test certificate must be delivered to the Committee.
 - (k) Bathroom renovations must be waterproofed across the whole floor with written certification provided to the Committee upon completion.
 - (l) The lot owner or occupier of the Lot must ensure that the operation of all fire safety equipment including fire sprinkler systems in the Lot are not impeded in any way by the works and if reasonably requested by the Committee the lot owner or occupier of the Lot must at the conclusion of the works provide to the Committee a fire safety inspection certificate for the Lot.
 - (m) The lot owner or occupier of the Lot must not damage the Common Property.
 - (n) The lot owner or occupier of the Lot must take all steps to ensure that all contractors are to enter the building via the basement car park and once vehicles are emptied or filled as appropriate they are to be removed from the car park area.
 - (o) The lot owner or occupier of the Lot may only use a lift designated by the Committee to carry materials from the basement to the Lot. Such lift is:-
 - (i) to have a padded curtain installed prior to use; and
 - (ii) the lift is to be left in a clean state at all times.
 - (p) In respect of noise:-
 - (i) jack hammering or similar activity is only to be carried out between the hours of 9.00 am and 2.00 pm Monday to Friday, excluding public holidays where no work is to be undertaken;
 - (ii) any other work which causes noise or vibration is only to be carried out between the hours of 8.00 am and 4:00 p.m., Monday to Friday, and 8:30 p.m. – midday, Saturday, excluding public holidays where no work is to be undertaken;

- (iii) the lot owner or occupier of the Lot must also give notice in writing to the Committee seven (7) days prior to commencing noisy work so that other occupiers of the building may be informed. All activities involving noise and/or vibration must be concentrated into as short a time as possible; and
- (iv) foyers and fire escapes are not to be used for storing materials associated with the works.
- (q) The Committee may require the lot owner or occupier of the Lot to arrange an inspection by a qualified person at specified stages to report on compliance with these by-laws at the cost of the lot owner or occupier of the Lot.
- (r) That, in respect of works the subject of By-Law **Error! Reference source not found.**:
 - (i) the lot owner or occupier of the Lot must install acoustic insulation or such material designed to control sound transfer, such that the impact sound rating (L_{ntw} rating) for the flooring system contemplated by the alterations does not at any time exceed L_{ntw} 55;
 - (ii) prior to commencing any work, a lot owner or occupier of the Lot must provide in addition to any other information required under this By-Law, at the cost of the lot owner or occupier of the Lot:-
 - (a) description of the materials intended to be used in any works;
 - (b) details of proposed supplier; and
 - (c) written advice from a suitably qualified professional person or company in the field of flooring design and noise transference and who is a member of the Australian Acoustic Society or the Association of Australian Acoustical Consultants ("acoustic consultant") containing an opinion that the flooring system selected by the lot owner or occupier of the Lot will, if installed in accordance with all relevant manufacturer's specifications and instructions, comply with the requirements of this By-Law; and
 - (iii) the lot owner or occupier of the Lot must provide at the lot owner's or occupier's cost a report from an acoustic consultant following completion of the works confirming that the total system, as installed, complies with the requirements of this By-Law.
- (s) That, in respect of works the subject of By-Law **Error! Reference source not found.**, the lot owner or occupier of the Lot must comply with the following additional conditions:-
 - (i) the lot owner or occupier of the Lot must not tile over existing tiles; any works to replace balcony tiles must involve the removal of any existing tiles before new tiles are laid;
 - (ii) the proposed new tile must be of a colour approved by the Committee that does not detract from the external appearance of the Lot and the building; and
 - (iii) the lot owner or occupier of the Lot must ensure a suitable waterproofing membrane is laid by an appropriately qualified tradesperson underneath the new tiles to prevent water penetration underneath those tiles and to protect the structural integrity of the building, and provide evidence of same on completion of the works.

4. MAINTENANCE

- 4.1 Each lot owner will be responsible for the proper maintenance and decoration of his or her Lot.
- 4.2 Each lot owner must take all reasonable steps to minimise or attenuate any noise or vibration caused by operation of the air conditioner condensers.

5. LOTS TO BE KEPT CLEAN

- 5.1 All Lots must be kept clean and all practical steps must be taken to prevent infestation by vermin and/or insects.

6. WATER APPARATUS

- 6.1 A lot owner or occupier of a Lot must see that all water taps in his or her Lot are properly and promptly turned off after use.
- 6.2 The toilets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited therein.
- 6.3 The lot owner or occupier of the Lot is responsible for fixing at his or her cost any damage resulting from a blockage to such toilets, conveniences, water apparatus, waste pipes and drains arising from misuse or negligence by the lot owner or occupier of the Lot and/or an invitee of that lot owner or occupier.

7. LIGHTING AND HEATING OF LOTS

- 7.1 The lot owner or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating such Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

8. STORAGE OF FLAMMABLE LIQUIDS, ETC

8.1 A lot owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store in his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. WINDOWS

9.1 Windows must be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

10. WINDOW COVERS

10.1 Curtains, drapes, shutters and blinds on the interior of a Lot may be installed as window covers provided the same have a white or off-white backing. No window may be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings, blinds or other window cover may be affixed externally to any Lot without the prior written consent of the Body Corporate.

11. KEEPING OF ANIMALS

11.1 Subject to the Act, the lot owner or occupier of a Lot must not, without the Committee's prior written approval, bring or keep an animal on the Lot or the Common Property.

11.2 It is the responsibility of the lot owner or occupier of a Lot in applying for consent pursuant to this By-Law to provide sufficient information to the Committee to enable a decision to be made having regard to:-

- (a) the conditions listed in this By-Law; and
- (b) any other matters as requested by the Committee relevant to considering whether approval should be granted.

11.3 The Committee may impose conditions on the approval of an animal. When doing so, the Committee must have regard to the following conditions:-

- (a) The Committee must receive an undertaking from the owner of the animal that the said animal will not unreasonably disturb other owners, occupiers, invitees or other animals at any time;
- (b) The Committee must receive an undertaking from the owner of the animal that the said animal will not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
- (c) That the animal is a domesticated animal;
- (d) That the animal is toilet trained;
- (e) That the animal is desexed;
- (f) That the animal is kept clean, healthy, free from pests, major diseases and is appropriately vaccinated;
- (g) That the animal is carried inside an appropriate animal container or restrained on a lead whilst on Common Property;
- (h) That the animal may enter, be present upon or pass across Common Property only for the purpose of entering or exiting the Parcel, and must enter and exit by the most direct path;
- (i) That the animal not defecate, urinate or otherwise cause damage on or to the Common Property;
- (j) That the animal is kept within the Lot and any exclusive use areas allocated to the Lot which adjoin that portion of the Lot used as a residence, except when traversing Common Property;
- (k) That the animal wears an identification tag showing the owner's address and current telephone number;
- (l) That the animal is kept quiet and controlled at all times whilst on the Parcel;
- (m) That the animal does not enter any recreation facilities at any time;
- (n) That (without limited the generality of any other condition), the animal is not permitted on the lawn/BBQ area adjacent to the pool on level 4 of the Scheme;
- (o) The Committee may require provision of a certificate from a practicing veterinarian from time to time confirming details such as the animal's weight, that the animal is healthy and free from major diseases and that the animal has had the required inoculations and flea protection;
- (p) That the animal is registered with the appropriate local authority;
- (q) That any animal litter or waste is promptly and effectively disposed of, including that any waste put in common bins is double bagged to avoid spillage or noxious odours;
- (r) That reasonable steps are taken to minimise the transmission of airborne allergens, for example by regular cleaning of the Lot and grooming of the animal;
- (s) That the animal is not to be left unattended on or near any Common Property (including within a vehicle) at any time; and

- (t) That the animal is not taken into the lift if a person already in the lift objects to the presence of the animal.
- 11.4 An approval given under this By-Law is for the specific animal to which the application for approval relates and does not authorise the presence of any additional or replacement animal.
- 11.5 The Committee may rescind an approval given under this by-law and require a lot owner or occupier of a Lot to which an approval relates, to remove from the Parcel the animal to which the approval relates, by written notice to the lot owner or occupier of a Lot if, in the Committee's reasonable opinion:-
- (a) the lot owner or occupier of a Lot personally or by their animal breaches this by-law or a condition upon which the Committee issued the approval; or
 - (b) the animal is dangerous or harmful to other lot owners or occupiers of Lots, or their invitees.

12. PAINING AND AFFIXING OF SIGNS PROHIBITED

- 12.1 A lot owner or occupier of a Lot must not paint or affix any signs, advertisements, notices or posters to or on any part of the Lot, or the Common Property, nor do anything to vary the external appearance of such Lot or the Common Property without the prior written consent of the Committee.

13. AUCTION SALES PROHIBITED

- 13.1 A lot owner or occupier of a Lot must not permit any auction sale to be conducted or take place in his Lot without the prior written consent of the Committee.

14. ANTENNAE

- 14.1 No television, radio or other electronic antenna or advice of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee.

15. APPEARANCE OF LOTS

- 15.1 A lot owner or occupier of a Lot must not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his or her Lot in such a way as to be visible from outside such Lot.

16. SECURITY OF LOT

- 16.1 All doors and windows to any Lot must be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

17. INSURANCE

- 17.1 A lot owner or occupier of a Lot must not bring to, do or keep anything in his Lot which must increase the rate of fire insurance on his Lot or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.

18. NUISANCE & NOISE

- 18.1 Without limitation to any other By-Law, a lot owner or occupier of a Lot must not use, or permit the use of, the Lot or the Common Property in a way that:-
- (a) causes a nuisance or hazard; or
 - (b) interferes unreasonably with the use or enjoyment of another Lot included in the Scheme; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
- 18.2 The lot owner or occupier of a Lot must: -
- (a) not make or permit to be made noise likely to interfere with the peaceful enjoyment by a person lawfully on another Lot or the Common Property;
 - (b) between the hours of 10.00 p.m. and 8.00 a.m., except in the case of an emergency, not make or permit to be made noise in the Lot, that is audible outside of the boundaries of the Lot; and
 - (c) in the event of any unavoidable noise occurring in the Lot, take all practical action within the power of the owner or the occupier including closing doors, windows and curtains, to contain the noise within the Lot.
- 18.3 Without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence must be located used or placed on any portion of the parcel or exposed to the view of other lot owners or occupiers without the prior written consent of the Body Corporate;
 - (b) All musical instruments, televisions, radios, stereos and the like must be controlled so that the sound arising therefrom must be reasonable and not cause annoyance to other lot owners and occupiers of Lots in the Scheme; and
 - (c) Guests leaving after 11.00 p.m. must be requested by their hosts to leave quietly and quietness must also be observed when lot owners and occupiers return to their Lots late at night or in the early morning hours.
- 18.4 The lot owner or occupier of a Lot must not feed birds or other wildlife in or about the Scheme.

19. OBSTRUCTION

- 19.1 A lot owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. In addition, pathways and driveways on the Common Property must not be obstructed by any such lot owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

20. DEPOSITING RUBBISH ON COMMON PROPERTY

- 20.1 A lot owner or occupier of a Lot must not:-
- (a) Deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another lot owner or occupier or of any person lawfully using the Common Property or beat any mat, carpet or cloth upon the Common Property; and
 - (b) Throw or allow to fall or permit to suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.
- 20.2 Any lot owner or occupier of a Lot who breaches this by-law is responsible for addressing (by way of cleaning and/or repair as required) at his or her cost any damage caused by the breach.

21. GARBAGE DISPOSAL

- 21.1 A lot owner or occupier of a Lot must:-
- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
 - (c) Ensure that the health, hygiene and comfort of the lot owner or occupier of any other Lot is not adversely affected by his or her disposal of garbage;
 - (d) Not dispose of refuse and/or bottles between the hours of 10 p.m. and 5 a.m.;
 - (e) Ensure that before refuse is placed in the receptacle it is securely wrapped, or in the case of tins or other containers, completely drained; and
 - (f) Place all recyclable garbage in the receptacle maintained by the Body Corporate for that purpose (if any).

22. DAMAGE TO LAWNS ETC ON THE COMMON PROPERTY

- 22.1 A lot owner or occupier of a Lot must not:-
- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
 - (b) Except with the prior written consent of the Body Corporate, use for his or her own purposes as a garden any portion of the Common Property.

23. DAMAGE TO THE COMMON PROPERTY

- 23.1 A lot owner or occupier of a Lot must 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 (including the exterior of his or her Lot) except with the consent in writing of the Body Corporate.

24. COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC

24.1 A lot owner or occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot as often as may be necessary.

25. PARKING

25.1 The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme must not be obstructed by any lot owner or occupier of a Lot or their invitees for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.

25.2 A lot owner or occupier of a Lot must not:

- (a) Drive or permit to be driven any Vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such Vehicles entitled by any statute and/or local government ordinances;
- (b) Park a Vehicle, or allow a Vehicle to stand, in an area of the Scheme designated as being available for use, by invitees of lot owners or occupiers of Lots included in the scheme, for parking Vehicles ("regulated parking area");
- (c) Without the approval of the Body Corporate, park a Vehicle, or allow a Vehicle to stand, on any other part of the Common Property;
- (d) Permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the Common Property other than in a regulated parking area;
- (e) Permit an invitee to park a Vehicle in a regulated parking area for more than six (6) hours in any twenty-four (24) hour period;
- (f) Permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property or onto the Scheme; or
- (g) Permit the riding of skateboards, roller blades, skates, carts or any other similar equipment on or over the Common Property.

25.3 An approval under this by-law must state the period for which it is given.

25.4 The lot owner or occupier of a Lot must not permit an invitee to park in a part of a regulated parking area designated as reserved for disabled parking unless that invitee displays a valid disabled parking permit in the Vehicle.

25.5 The Body Corporate may cancel an approval under this by-law by giving seven (7) days written notice to the lot owner or occupier of a Lot.

25.6 Lot owners or occupiers of Lots must comply with, and must ensure that their invitees comply with, directions given by an authorised representative of the Body Corporate regarding use of visitor car parking spaces.

25.7 All Vehicles on the Scheme must be registered and must not be used for the purpose of storage.

26. OBSERVANCE OF THESE BY-LAWS

26.1 The duties and obligations imposed by these By-Laws on a lot owner or occupier of a Lot must be observed not only by such lot owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such lot owner or occupier. A lot owner or occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another Lot or of any person lawfully using the Common Property.

26.2 The lot owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available to him or her 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 these By-Laws.

26.3 The occupier of a Lot will be responsible for compliance with the By-Laws by the occupier and the occupier's family, visitors, guests, invitees, servants, agents, employees and contractors.

26.4 The lot owner of a Lot will be responsible for compliance with the By-Laws by the owner, the owner's family, visitors, guests, invitees, servants, agents, employees and contractors and by the occupier of the lot owner's Lot.

27. CONTRACTORS

27.1 A lot owner or occupier of a Lot must not directly instruct any contractors, workmen, servants or agents ("Contractors") employed by the Committee or otherwise unless so authorised, and all requests for consideration of any particular matters to be referred to the Committee must be directed to the Committee's Representative, who must in turn refer the same to the Committee for determination.

28. NOTIFICATION OF INFECTIOUS DISEASES

28.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot the lot owner or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and must pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

29. NOTICES TO BE OBSERVED

29.1 A lot owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

30. BY-LAWS TO BE EXHIBITED

30.1 A copy of these By-Laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

31. POWER OF BODY CORPORATE TO ENTER AGREEMENTS

31.1 The Body Corporate will have the power by ordinary resolution at an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to appoint a manager and caretaker and grant to the owner of the Resident Caretaker's lot and/or the Reception Office of the Scheme certain exclusive rights for the purposes of management and caretaking of the Scheme, and to restrict the rights of other lot owners in respect of management and caretaking, and enter into agreements:

- (a) For the purchase of electricity;
- (b) For the maintenance of any security systems on or crossing the Common Property;
- (c) For the purpose of management and caretaking of the parcel and the building, such agreements to be in a form acceptable to the Body Corporate; and
- (d) For the grant of easements, facilities sharing agreements and park/landscape maintenance agreements with Local Authority, public authority or instrumentality, Federal or State Government Department, authority or instrumentality, any private person or corporation, the Original Owner, or any other Community Titles Scheme within the Brighton on Broadwater Development for the purpose of sharing of facilities and maintenance of parks/landscaping, easement or other rights to grant access to pedestrians or easement of other rights to the Local Authority and their invitees and/or the public to use Central Park.

31.2 The Body Corporate will have the power by ordinary resolution at an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to grant to the owner of the Reception Office certain exclusive rights for the carrying on the business of letting of lots from the Reception Office and/or alternatively from an office reception on Common Property designated for that purpose by agreement between the Body Corporate and the owner of the Reception Office, and to restrict the rights of other lot owners in respect of letting and entering into agreements for the purpose of letting of lots and associated services, such agreement to be in a form acceptable to the Body Corporate and if there is in place such an agreement no part of Common Property and no other lot can be used for such a business and the letting agreement may include provisions consistent with the exclusive right referred to in this By-Law. If the owner of the Reception Office is appointed as the caretaking and letting manager of the neighbouring Brighton on Broadwater Shores Community Titles Scheme then the owner of the Reception Office is not obliged to reside in the Resident Caretaker's lot (if applicable) provided always that the Reception Office is maintained and staffed in accordance with the management and caretaking agreement.

31.3 Provided the owner of the Reception Office and the Resident Caretaker's lot (if any) has the written approval of the Body Corporate and any necessary Government or semi Government consents:

- (a) The Reception Office and the Resident Caretaker's lot may be used for the purpose of the performance of the duties and for conducting the business or providing the services by the Letting Agent pursuant to the provisions of any Letting Rights Agreement entered into by the Body Corporate ("the services").
- (b) No other lot in the Scheme may be used for the purposes of providing the services.
- (c) The owner of the Reception Office will be entitled to erect or display reasonable signs or notices in or on the Common Property advertising any of the services.
- (d) The Reception Office and/or the Resident Caretaker's lot may also be used for the purposes of conducting the business of providing the services pursuant to similar services entered into with a Body Corporate of the neighbouring Brighton on Broadwater Shores Community Titles Scheme.

32. RIGHTS TO RESIDENT CARETAKER

32.1 The Resident Caretaker will have special rights to:

- (a) Install, operate, maintain and repair vending machines for food, beverages or like consumables ("vending machines") at a location on the Common Property agreed between the Resident Caretaker and the Body Corporate acting reasonably. As a condition of the special right, the Resident Caretaker must:
 - (i) Keep and maintain the vending machines clean and in good working order and condition;
 - (ii) Pay for the electricity consumed by the machines. If that cannot be accurately calculated it must pay an amount based on a reasonable estimate of the cost of supply of the electricity, as decided by the Committee; and
 - (iii) Not restrict or prevent lot owners or occupiers from having access to, or egress from, any parts of the Common Property; and not locate the vending machines on the Common Property foyer areas on any level.
- (b) Erect, maintain and/or remove signage and/or brochure boards on Common Property in connection with the caretaking and/or business activities.
- (c) Take bookings for and reserve use of the Community Room or theatre for occupiers who wish to reserve the room with the consent of the Body Corporate.

32.2 The Resident Caretaker will have an Occupation Authority to:

- (a) Use all that part of the Common Property marked "A", "B", "C", "D" & "E" and identified on Plans "1", "2" & "3" to this By-law for the use of and incidental to the performance of his duties as a service contractor. The Resident Caretaker must at all times keep such areas in a clean and tidy condition; and
- (b) Use all that part of the Common Property marked "F" on Plan 4 to this by-law for the purpose to allow guests, visitors, servants and agents to be served or attended to at reception and further the right to use same to erect and maintain a brochure and advertising board or facility.

32.3 The Body Corporate may further grant to the Resident Caretaker an Occupation authority to occupy an area of Common Property for use of and incidental to the performance of his duties as a service contractor.

33. CABLE TELEVISION

33.1 The Body Corporate has the power to:

- (a) Allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment necessary (the "Equipment") to allow the provision of cable television services, satellite services and similar services to the parcel; and
- (b) Enter into agreements with the providers of cable television services, satellite services and similar services on the terms of the installation of the Equipment and provision of such services to the parcel.

34. CARRIAGE OF GOODS IN LIFTS AND FOYER

34.1 The lot owner or occupier of a lot must not convey nor allow the conveyance:

- (a) In the lifts of any push bike or surfboard or other object likely to damage or to dirty the interior of the lift or lifts; and
- (b) In the main entry foyer of any furniture, push bike, surfboard or other object likely to damage or dirty the main entry foyer. The conveyance of such items may be permitted through the basement levels.

35. PABX TELEPHONE FACILITY

35.1 The caretaker or any entity under the control of the caretaker may be entitled to operate a PABX or similar telephone facility and to install, lay, use, repair and maintain and replace cabling and other equipment necessary for the operation of such facility throughout the lots, building and Common Property.

36. USE OF FACILITIES

36.1 All lot owners and occupiers may use the recreational facilities subject to the rules of the Body Corporate which will, where appropriate, apply to all guests or invitees of lot owners or occupiers from time to time and until varied by the Body Corporate must be:

- (a) The swimming and spa pools, sauna, gymnasium, barbecue, community room and multipurpose theatre and associated facilities will not be used by guests or invitees unless accompanied by the host lot owner or occupier.
- (b) Children below the age of sixteen (16) years will at all times be accompanied by an adult lot owner or occupier exercising effective control over them.
- (c) Alcoholic beverages are not to be consumed in or around:

- (i) the swimming and spa pool enclosures; or
- (ii) the gym and sauna.
- (d) Running, rough play in or out of the pool, excessive splashing, improper diving from the board or sides or running and jumping into the pool so as to create a large splash (bombing) is especially prohibited.
- (e) Food, glass, breakable items, and pets will not be brought into the swimming or spa pools and the lot owner or occupier must not allow soap, bubble bath or shampoo to be used in the pool.
- (f) The swimming pool, spa and barbecue areas, games, activity room, sauna, gym and any other outdoor recreational facilities may only be used between the hours of 6:00 a.m. and 10:00 p.m. unless arranged otherwise with the manager.
- (g) The cooking appliances and appurtenances thereto are to be used in a proper manner and turned off according to their operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use.
- (h) After facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users. Failing to comply with this may incur a cleaning cost.

37. RESTRICTED ACCESS AREAS

- 37.1 The Body Corporate must ensure that any parts of the Common Property used for:
- (a) Electrical substations or control panel; or
 - (b) Fire service control panel; or
 - (c) Telephone exchange; or
 - (d) Other services to the Lots and Common Property; and
- are kept locked unless there is a legal requirement to the contrary. Lot owners, occupiers or other persons may not enter or open or tamper with such areas without the consent of the Body Corporate.
- 37.2 The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property.

38. EASEMENTS/AGREEMENTS

- 38.1 The Body Corporate will be empowered to:
- (a) Grant any easement, licence, right of way, facilities sharing agreement, park/landscape maintenance agreement and other concession to enable sharing of facilities, maintenance and services i.e. electricity, telecommunications, communications, gas, drainage water or sewerage (from any public authority or instrumentality), any Federal or State Government Department, authority or instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
 - (b) Enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the Local Authority whether pursuant to the conditions of development approval or otherwise, or any other Community Titles Scheme within the Brighton on Broadwater development, for any purpose necessary for the use and enjoyment of the Scheme and its lot owners or for the benefit of adjoining land owners, the Local Authority or any other person including, without limitation, for access, services and maintenance.
- 38.2 If requested by the Local Authority the Body Corporate will be empowered to enter into a landscape maintenance agreement with the Local Authority for maintenance and upkeep of Central Park.

39. UTILITY BY-LAW

- 39.1 The Body Corporate will have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and use and to have installed, use, run and maintain a utility management system for utility ("UMS") in the Scheme and in such case the following will apply:-
- (a) The Body Corporate will have the power to enter into a contract for the purpose of reticulated utility, on the most economical basis, for the whole of the Scheme from the relevant authority;
 - (b) The Body Corporate will have the power to sell reticulated utility to each lot owner or occupier of a Lot in the Scheme;
 - (c) Each lot owner or occupier of a Lot will purchase and only use utility consumed in his or her Lot direct from the Body Corporate and will not purchase utility from any other source;
 - (d) The Body Corporate will arrange for the installation of a separate utility meter for each Lot;
 - (e) The Body Corporate will not be required to supply to any lot owner or occupier of a Lot utility requirements beyond those requirements which the relevant authority could supply at any particular time;
 - (f) The price to be charged by the Body Corporate to each lot owner or occupier of a Lot for the supply of reticulated utility will be at the same rate and governed by the same conditions as would be imposed from

- time to time by the relevant authority if such authority were supplying utility direct to each lot owner or occupier of a Lot;
- (g) The Body Corporate will render accounts to each lot owner or occupier of a Lot and such accounts will be payable to the Body Corporate by such lot owner or occupier of a Lot within fourteen (14) days of the delivery of such accounts;
 - (h) In respect of an account which has been rendered pursuant to these By-Laws, a lot owner or occupier of a Lot is liable, jointly and severally with any person who was liable to pay that utility account when that lot owner or occupier of a Lot became the registered owner of that Lot;
 - (i) In the event that a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate will be entitled to:-
 - (i) Recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - (ii) Disconnect the supply of reticulated utility to the relevant Lot;
 - (j) The Body Corporate will not under any circumstances whatsoever, be responsible or liable for any failure of the supply of utility due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description; and
 - (k) The Body Corporate will, from time to time, determine a security deposit to be paid by each lot owner or occupier of a Lot connected for the supply of reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility or monies payable under this By-Law.

40. SECURITY

- 40.1 All security equipment (including video surveillance cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme, must be and remain the property of the Body Corporate.
- 40.2 The Resident Caretaker must operate and monitor the video surveillance system (if any), and for that purpose the Resident Caretaker will have the special right to use such parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- 40.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:
 - (a) The issue of security access cards upon conditions, including payment of a deposit;
 - (b) The right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
 - (c) The right to enter upon any part of the Scheme for the purposes of maintaining security;
 - (d) The right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (e) That parts of the Common Property be secured against entry by unauthorised persons; and
 - (f) That security patrols, locks and other security devices or procedures are used to implement or operate it.
- 40.4 In no circumstances will the Body Corporate be responsible to a lot owner or occupier of a Lot (and the lot owner or occupier of a Lot will not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme 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 lot owner or occupier of a Lot must allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one day's notice except in the case where the circumstances require immediate entry when no notice is required) and attend to the maintenance, repair and replacement of the security equipment.
- 40.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme land by a security officer or a member of the Police force.

41. SECURITY KEYS

- 41.1 If the Committee in the exercise of any of its powers under these By-laws restricts the access of a lot owner or occupier of a Lot to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to a lot owner or occupier of a Lot free of charges and thereafter may at its discretion make additional numbers thereof available to a lot owner or occupier of a Lot upon payment of such reasonable charge therefore as may be determined from time to time by the Committee.
- 41.2 A lot owner or occupier of a Lot to whom any key or operating system is given pursuant to these By-Laws must exercise a high degree of caution and responsibility in making the same available for use by any lot owner or occupier of a Lot and must take reasonable precautions (which must include an appropriate covenant in any lease or licence of a Lot to such lot owner or occupier of a Lot) to ensure return thereof to the Owner of the Body Corporate upon the occupier ceasing to be a lot owner or occupier of a Lot.
- 41.3 A lot owner or occupier of a Lot into whose possession any key or operating system referred to in these By-Laws has come must not without the prior approval in writing of the Committee duplicate the same or cause or permit the same

to be duplicated and must take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another lot owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Body Corporate.

- 41.4 A lot owner or occupier of a Lot who is issued with a key or operating system referred to in these By-Laws must immediately notify the Body Corporate if the same is lost or misplaced. Any costs regarding the replacement or supply of additional keys must be borne by that lot owner or occupier of a Lot.

42. SMOKING

- 42.1 A lot owner or occupier of a Lot must not smoke on Common Property except in an area designated by the Committee from time to time as a smoking area.

- 42.2 A lot owner or occupier of a Lot must also not smoke:

- (a) In an enclosed space on Common Property or in any other place on Common Property at which smoking is prohibited by the *Tobacco and Other Smoking Products Act 1998* (Qld) or other applicable legislation; or
- (b) In a Lot or Common Property if the volume or frequency of smoke emanating from the Lot or Common Property caused by that smoking interferes unreasonably with the life of another lot owner or occupier of a Lot of ordinary sensitivity.

43. FIRE EQUIPMENT

A lot owner or occupier of a Lot must not interfere with, modify, damage or alter in any way any equipment, infrastructure, fixtures or fittings used for active or passive fire fighting, protection or suppression (for clarity, including, without limitation fire hoses and fire rated doors) in the Scheme or use such equipment, infrastructure, fixtures or fittings for any purpose other than its intended purpose, without the Body Corporate's prior written approval. In the event that a lot owner or occupier of a Lot contravenes this by-law, the lot owner or occupier must, at the lot owner's or occupier's cost, make good any damage to the equipment, infrastructure, fixtures or fittings in accordance with the requirements of the Body Corporate and to the satisfaction of the Body Corporate.

44. SHORT TERM LETTING

- 44.1 If a Lot is being used, or is proposed to be used, for short term letting, the lot owner and occupier of the Lot must:-
- (a) Comply with all relevant regulatory requirements imposed by the local council or any other relevant regulatory authority relating to the use and/or occupation of the Lot;
 - (b) Apply for, obtain, and keep any necessary licences, approvals and/or authorisations required from the local council or any other relevant regulatory authority in order for the Lot to be used for short term letting;
 - (c) Comply with all relevant fire safety rules and regulations; and
 - (d) Comply with all relevant rules and regulations as regards to maximum occupancy.
- 44.2 If a Lot is being used for short term letting, the lot owner and occupier of the Lot must notify the Body Corporate that the Lot is being used for short term letting and must provide the Body Corporate with:-
- (a) A summary of the basis on which it is asserted the Lot may lawfully be used for short term letting;
 - (b) Evidence of compliance with all relevant regulatory requirements imposed by the local council or any other relevant regulatory authority relating to the use and/or occupation of the Lot;
 - (c) Copies of any necessary licences, approvals and/or authorisations required from the local council or any other relevant regulatory authority in order for the Lot to be used for short term letting;
 - (d) Evidence of compliance with all relevant fire safety rules and regulations;
 - (e) Evidence of compliance with all relevant rules and regulations as regards to maximum occupancy; and
 - (f) A summary of the expected frequency of letting and the expected occupancy during periods of letting.
- 44.3 The Body Corporate may report to the local council or any other relevant regulatory authority any alleged non-compliance by a lot owner and/or occupier of a Lot in respect of:-
- (a) Compliance with all relevant regulatory requirements imposed by the local council or any other relevant regulatory authority relating to the use and/or occupation of the Lot;
 - (b) fire safety rules and regulations;
 - (c) rules and regulations as regards to maximum occupancy; and
 - (d) any other matter relating to the use of the Lot.

45. BARBECUES

- 45.1 No lot owner or occupier of a lot may keep or use any barbecue on a lot (including on a balcony that forms part of a lot) or the Common Property, other than a barbecue provided for use by the Body Corporate and located in a Common Property barbecue area (if any) that is nominated by the Committee from time to time.

45.2 In this bylaw, "barbecue" means a fixed or portable appliance, device or metal frame designed or intended for the cooking, smoking or heating of food in the open air (other than a device powered solely by electricity).

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots Affected	Statutory Easements	Service Location Diagrams
Common Property	Utility Services & Utility Infrastructure Support Maintenance of Building Close to Boundary	Sec 115 O* Sec 115 N* Sec 115 S* Attached and marked "Plan 5"
All Lots in the Scheme	Support Utility Services & Utility Infrastructure Shelter Projections Maintenance of Building Close to Boundary	Sec 115 N* Sec 115 O & P* Sec 115 Q* Sec 115 R* Sec 115 S* *Land Title Act 1994 N/A

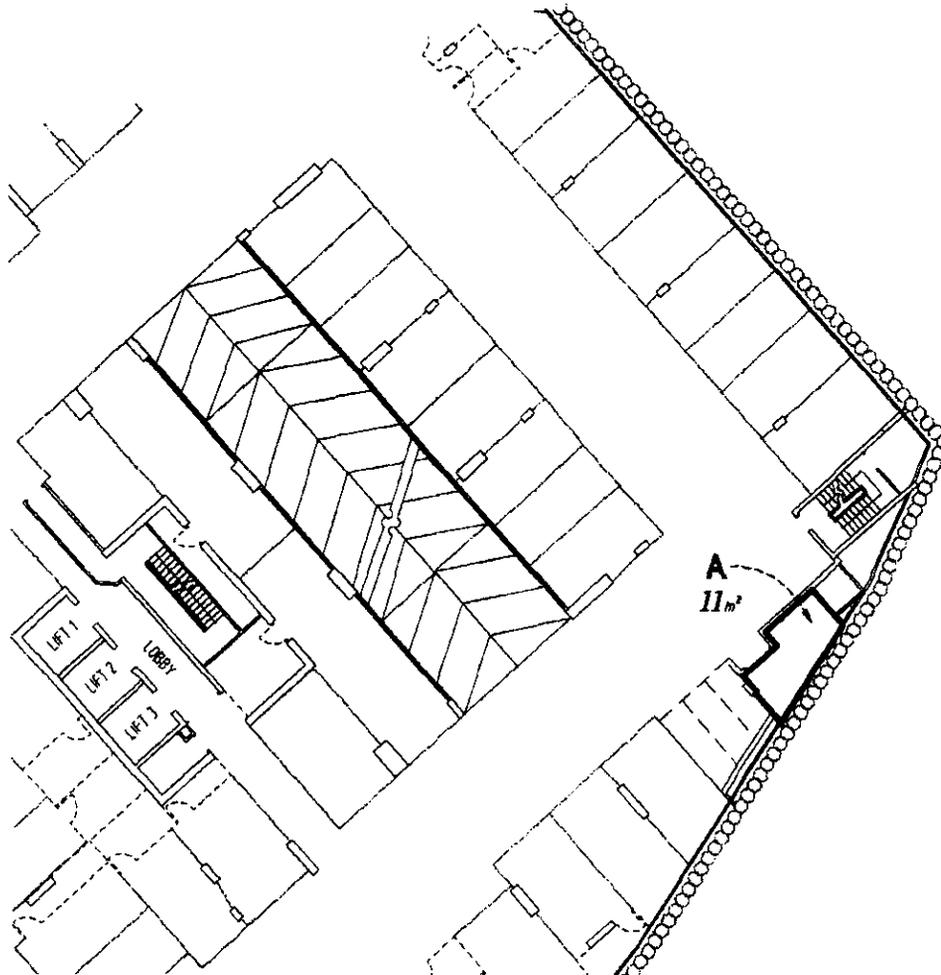
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Not Applicable

**Brighton on Broadwater Marina
CMS Plan "1"**

"BRIGHTON ON BROADWATER MARINA"

Page 20 of 24



15 m
50 mm

30 m
100 mm

45 m
150 mm

**PLAN FOR SPECIAL RIGHTS
(OCCUPATIONAL AUTHORITY)**

OVER PART COMMON PROPERTY on Level B
"BRIGHTON ON BROADWATER MARINA"
CTS.....
Locality of SOUTHPORT

**B & P SURVEYS
CONSULTING SURVEYORS**

ABN 55010117236
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

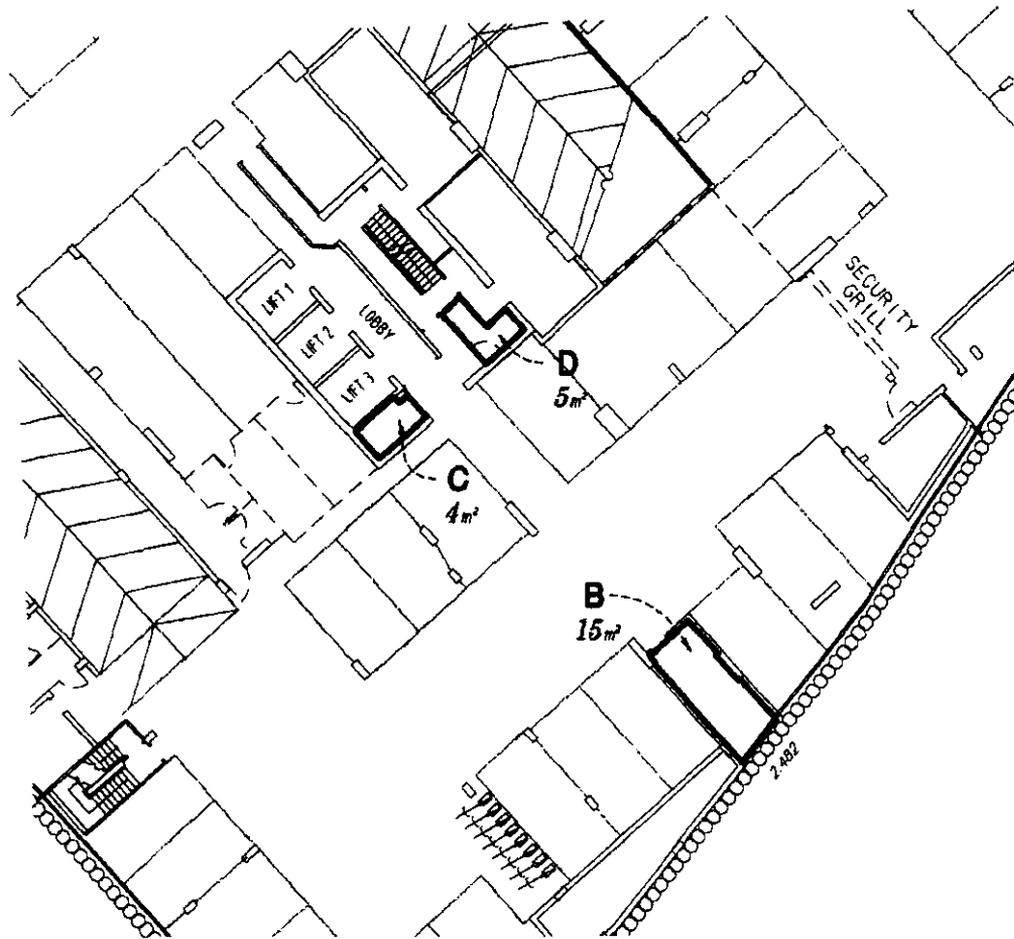
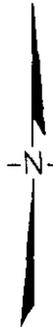
J: \41583\A2\Dwgs\BFP\15431E.pro

Scale	Level Datum	F.Bk	L.Bk	Drawn JPG Chk'd GVG	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 300		-	-		41583/A2	15/01/08	15431 E	-	-	-

Brighton on Broadwater Marina
CMS Plan "2"

"BRIGHTON ON BROADWATER MARINA"

Page 21 of 24



0 15 m 50 mm 30 m 100 mm 45 m 150 mm

**PLAN FOR SPECIAL RIGHTS
(OCCUPATIONAL AUTHORITY)**

OVER PART COMMON PROPERTY on Level C
"BRIGHTON ON BROADWATER MARINA"
CTS.....
Locality of SOUTHPORT

**B & P SURVEYS
CONSULTING SURVEYORS**

ABN 55010117256
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

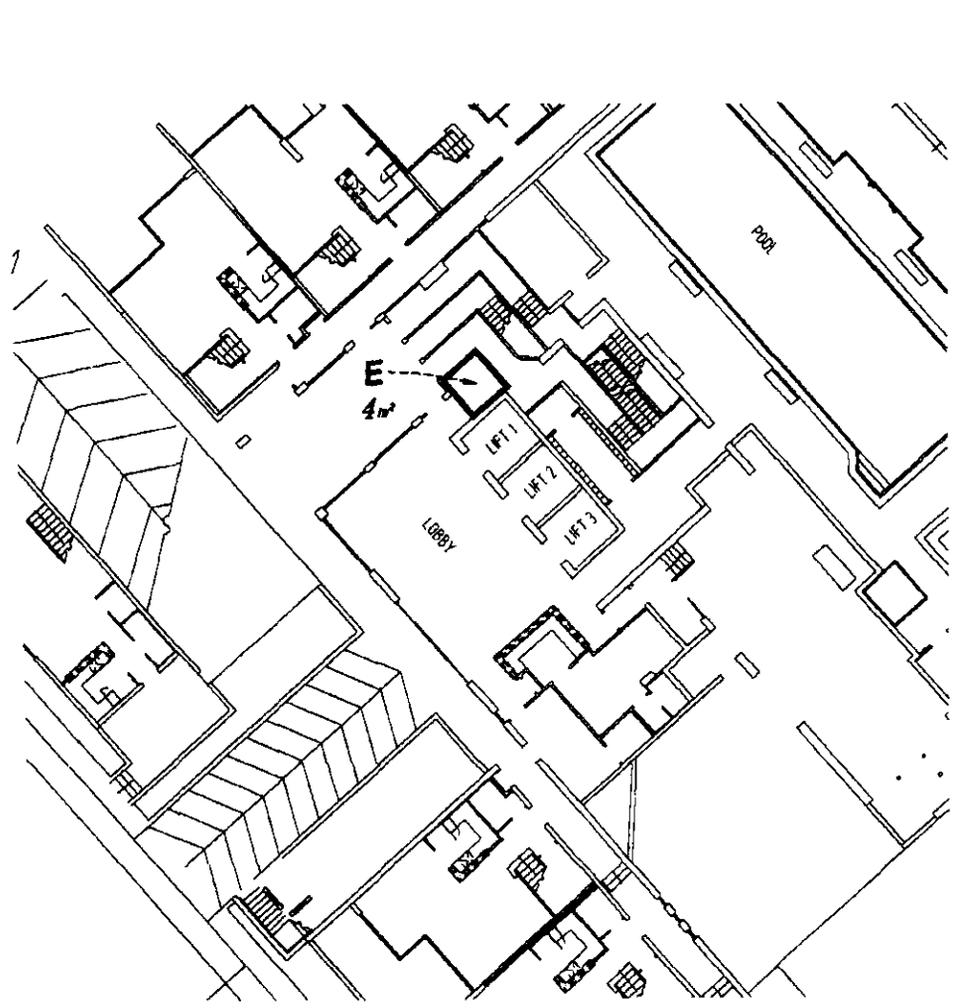
J: \41583\A2\Dwgs\BFP\15432E.pro

Scale	Level Datum	F.Bk	L.Bk	Drawn JPG	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 300		-	-	Chk'd GVC	41583/A2	15/01/08	15432 E	-	-	-

Brighton on Broadwater Marina
CMS Plan "3"

"BRIGHTON ON BROADWATER MARINA"

Page 22 of 24



**PLAN FOR SPECIAL RIGHTS
(OCCUPATIONAL AUTHORITY)**

OVER PART COMMON PROPERTY on Level D
"BRIGHTON ON BROADWATER MARINA"
CTS.....
Locality of SOUTHPORT

B & P SURVEYS
CONSULTING SURVEYORS
ABN 55010117236
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



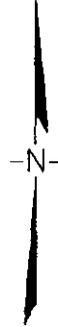
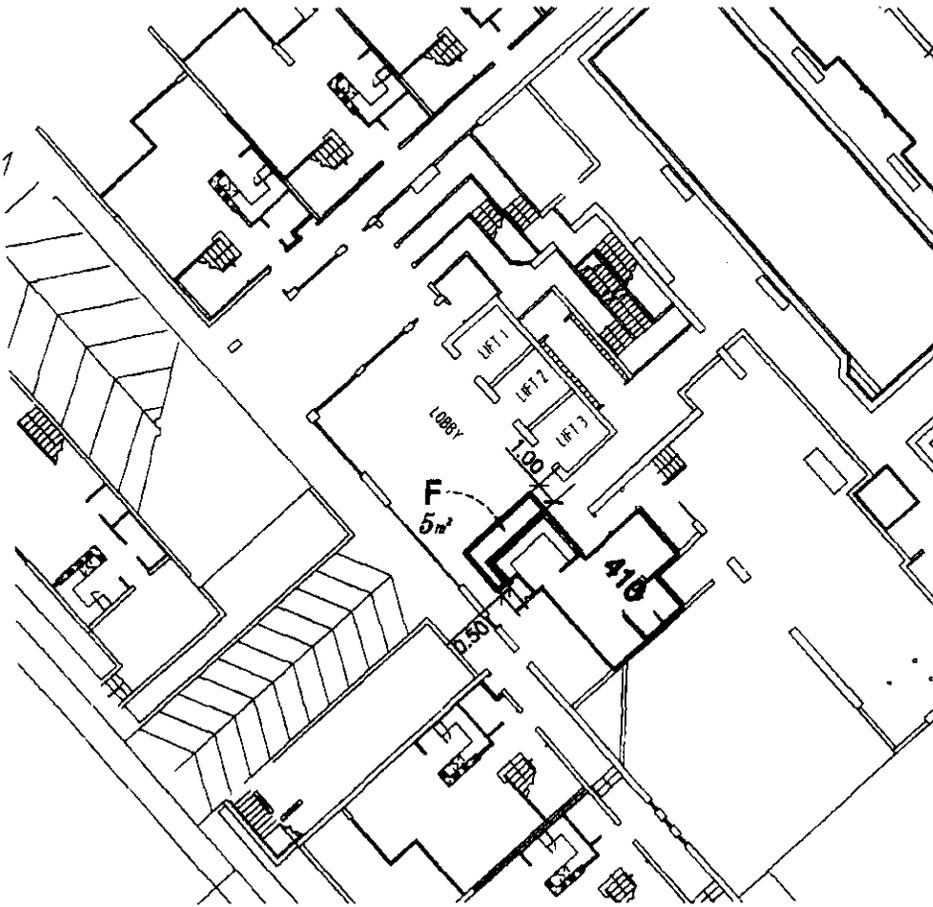
J: \41583\A2\Dwgs\BFP\15433E.pro				
Scale	Level Datum	F.Bk	L.Bk	Drawn JPG Chk'd GVC
1 : 300		-	-	

Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
41583/A2	15/01/08	15433 E	-	-	-

Brighton on Broadwater Marina
CMS Plan "4"

"BRIGHTON ON BROADWATER MARINA"

Page 23 of 24



0 15 m 50 mm 30 m 100 mm 45 m 150 mm

PLAN FOR SPECIAL RIGHTS

OVER PART COMMON PROPERTY on Level D
"BRIGHTON ON BROADWATER MARINA"
CTS.....
Locality of SOUTHPORT

**B & P SURVEYS
CONSULTING SURVEYORS**

ABN 55010117236
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

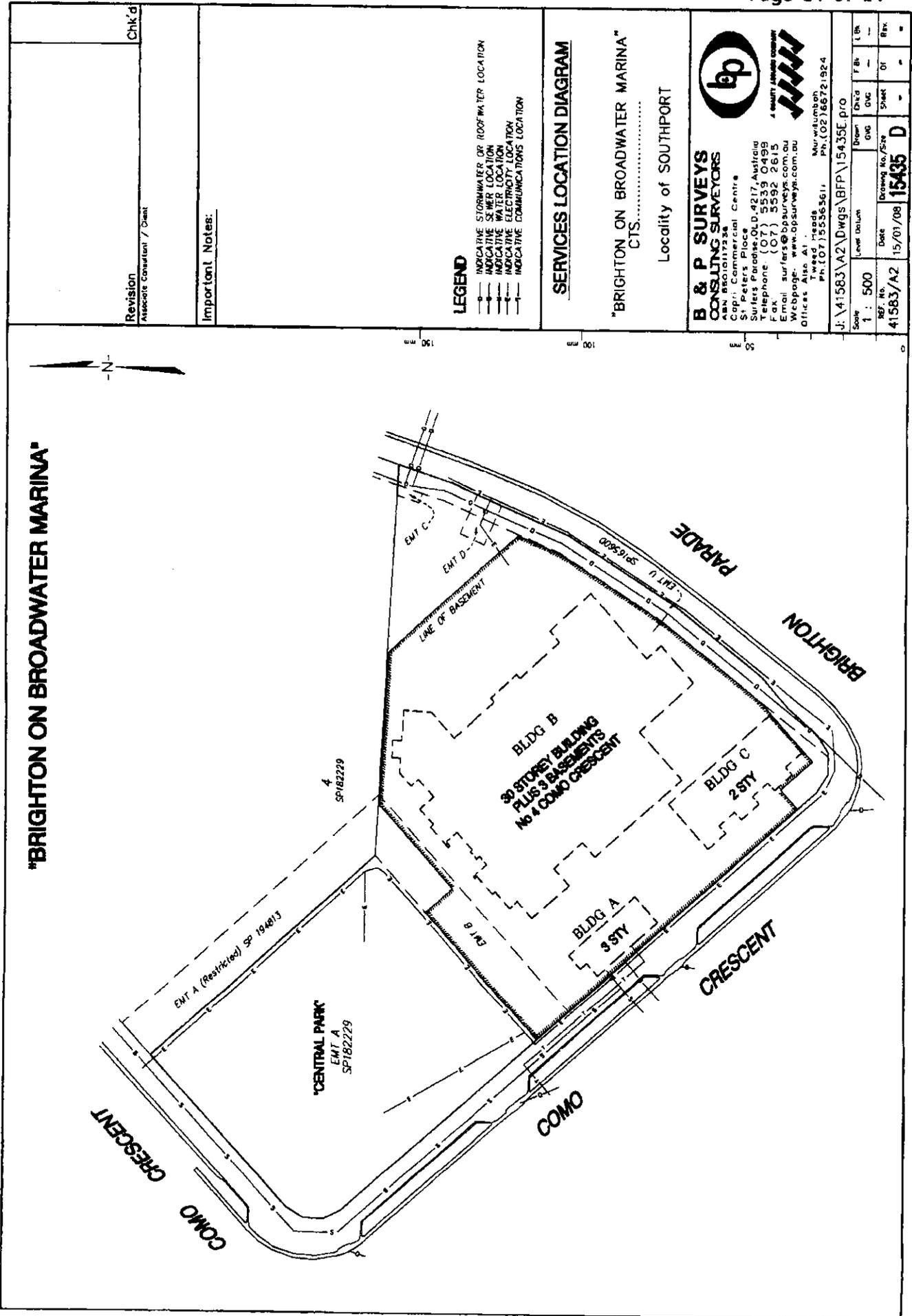


Murwillumbah
Ph. (02) 66721924

J:\41583\A2\Dwgs\BFP\15434E.pro

Scale	Level Datum	F.Bk	L.Bk	Drawn JPG CHK'd GVG	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 300		-	-		41583/A2	15/01/08	15434 E	-	-	-

Brighton on Broadwater Marina
CMS Plan "5"



Revision
Associate Consultant / Client

Chk'd

Important Notes:

LEGEND
 ○ INDICATIVE STORMWATER OR ROOF WATER LOCATION
 □ INDICATIVE SEWER LOCATION
 □ INDICATIVE WATER LOCATION
 □ INDICATIVE ELECTRICITY LOCATION
 □ INDICATIVE COMMUNICATIONS LOCATION

SERVICES LOCATION DIAGRAM

"BRIGHTON ON BROADWATER MARINA"
 CTS.....
 Locality of SOUTHPORT

**B & P SURVEYS
 CONSULTING SURVEYORS**
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

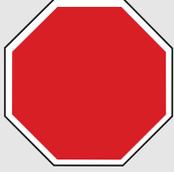
Offices: Also At: Heads: Ph: (02) 55363611
 Mr. J. J. B. Ph: (02) 55363611

J:\41583\A2\DWGS\BFP\15435E.prt

Scale	Level Datum	Drawn	Chk'd	F. Bk.	L. Bk.
1 : 500					
RP. No.	Date	Drawing No./Size	Sheet	Of	Bk.
41583/A2	15/01/08	15435 D			

% H I R U H <
' L J \$ X V W U I

Enquiry date	13/01/2026
Sequence number	266534320
Work site address	Unit 2603 4 Como Cr Southport QLD 4215



For your immediate information

THERE IS A GAS PIPELINE OR GAS ASSETS

located in close vicinity to your works.

Enquiry Date: 13/01/2026
 Enquirer: Allana Anderson
 Sequence Number: 266534320
 Work Site Address: Unit 2603 4 Como Cr
 Southport
 QLD 4215

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

We confirm there are 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 all the relevant information contained in this response to your BYDA enquiry including reviewing the APA Guidelines for Works Near Existing Gas Assets and clearly understand and comply with all requirements relating to your scope of work.

If you have any queries relating to this information, or you are unable to comply with requirements of the APA Guidelines for Works Near Existing Gas Assets contact the APA Before You Dig Officer

ó Phone 1800 085 628

ó Email BYDA_APA@apa.com.au

for clarification before proceeding with any work.

Before You Dig Checklist

1. Plan

- ó Review maps provided with this BYDA response and confirm the location of your work site is correct.
 - ó Review the APA Guidelines for Works Near Existing Gas Assets and clearly understand requirements relating to my scope of work.
-

2. Prepare

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

3. Pothole

- ó 3K\VLFD00\FRQILUP μSURYH¶ WKH ORFDWLRQ RI or non- destructive vacuum excavation methods in accordance with APA Guidelines for Works Near Existing Gas Assets .
 - ó Road authorities, councils, utilities and their authorised contractors and agents are responsible to pothole or use other suitable methods to verify the location and depth of all gas assets, including gas (inlet) services, prior to commencing any works.
-

4. Protect

- ó Protect gas assets by maintaining clearances whilst excavating and following conditions provided by APA.
 - ó Where required by APA, only conducting work in proximity to gas assets while Site Watch is on site.
 - ó Where applicable, APA Authority To Work permit conditions are clearly understood and complied with.
 - ó Strap and support exposed mains and inlet services. Cover exposed mains to prevent damage until the excavation can be permanently restored.
-

5. Proceed

- ó Only proceed with your work once you have completed all the planning, preparation, potholing and protection requirements.
 - ó 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):

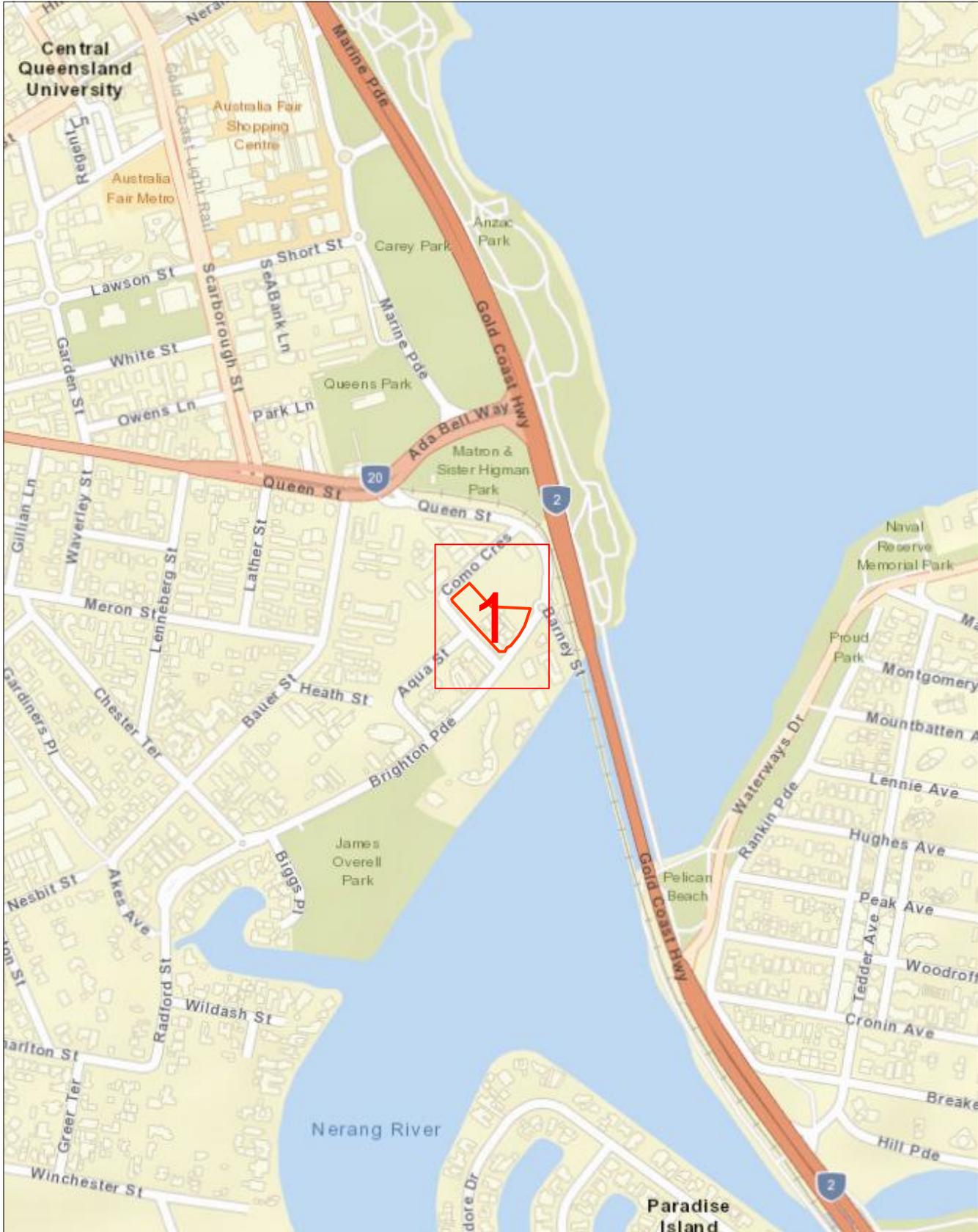
Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancellations received after 12pm (midday), 1 business day prior to the booking.</i>	

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 Unit 2603 4 Como Cr
Address: Southport
QLD 4215

Sequence 266534320
Number:



Scale 1: 6000

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



Enquiry Area

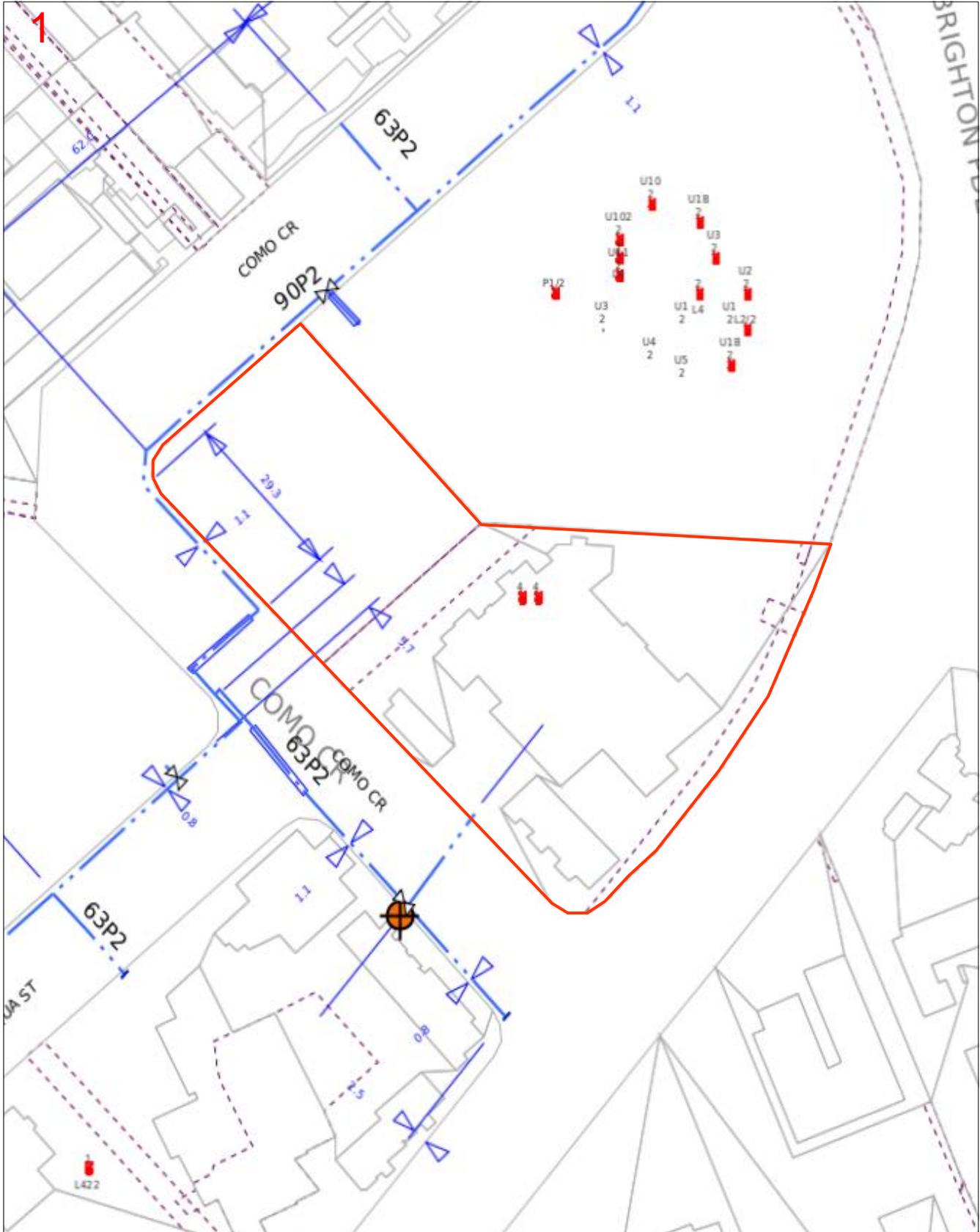


Map Key Area



Site Unit 2603 4 Como Cr
Address: Southport
QLD 4215

Sequence 266534320
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			

^AA 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

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	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

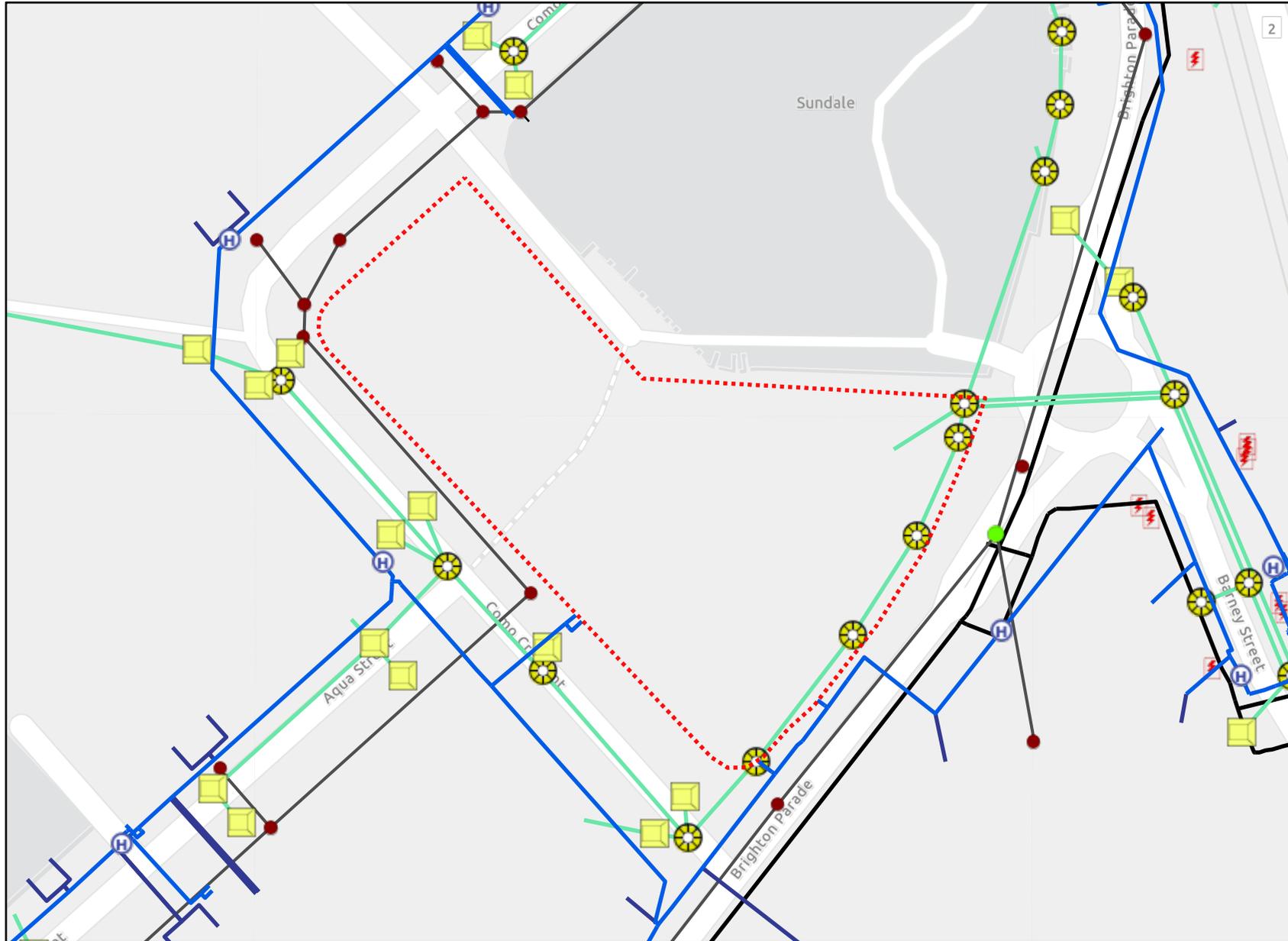


Disclaimer and legal details

- 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



Legend

- ⋯ BYDA Enquiry
- Ⓜ Water Hydrant
- Water Pipe
- Potable Water Connection
- Stormwater Drainage Pipe
- Stormwater Inlet Gully
- ⊗ Stormwater Manhole
- Sewer Connection
- Sewer Pipe Non Pressure
- Sewer Pipe Pressure
- Sewer Manhole
- Sewer Other
- ⚡ Cabling Pit
- Fibre Optic Pit
- Fibre Optic Cable
- GCCC Boundary

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.

In an emergency contact City of Gold Coast on 1300 465 326

13/01/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000



BYDA

Sequence: 266534319
Date: 13/01/2026
Scale: 1:1025
Tile No: **OVERVIEW**

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



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





BYDA

Sequence: 266534319
Date: 13/01/2026

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

CAUTION - HIGH VOLTAGE

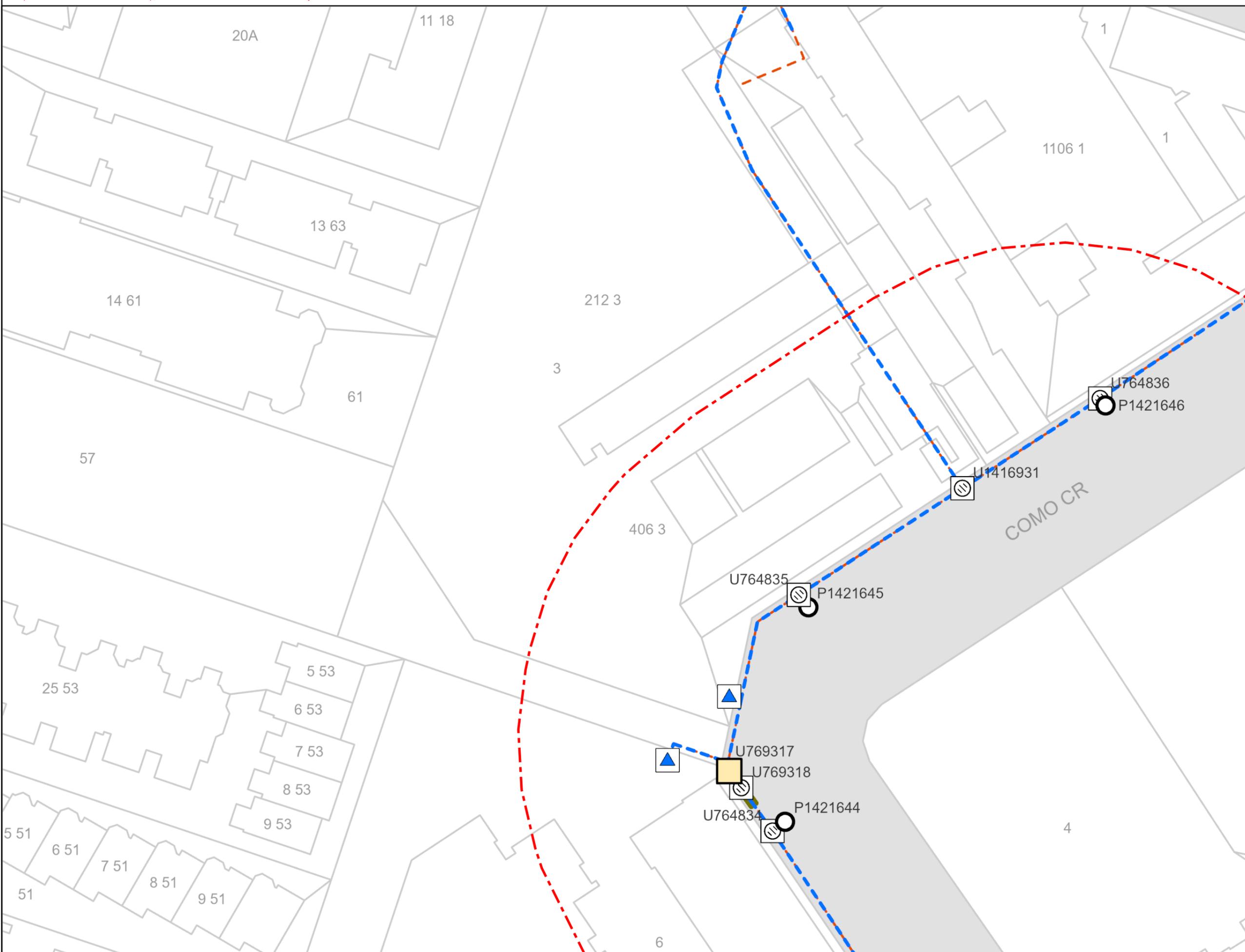
LEGEND

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

AS5488 Category "D" Plan



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





BYDA

Sequence: 266534319
Date: 13/01/2026

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

CAUTION - HIGH VOLTAGE

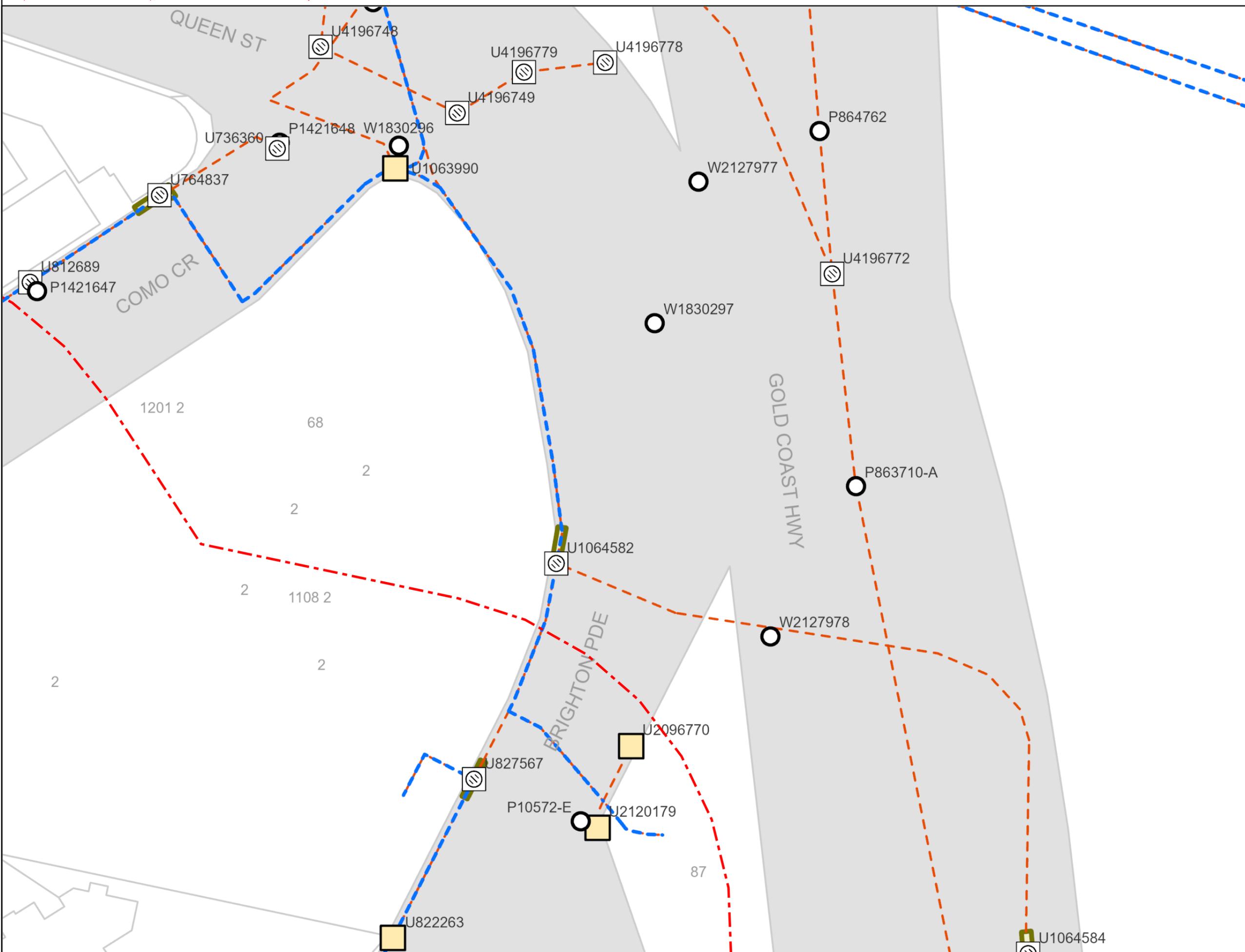
LEGEND

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

AS5488 Category "D" Plan



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





BYDA

Sequence: 266534319
 Date: 13/01/2026

Scale: 1:500
 Tile No: **Tile No: 4**

CAUTION - HIGH VOLTAGE

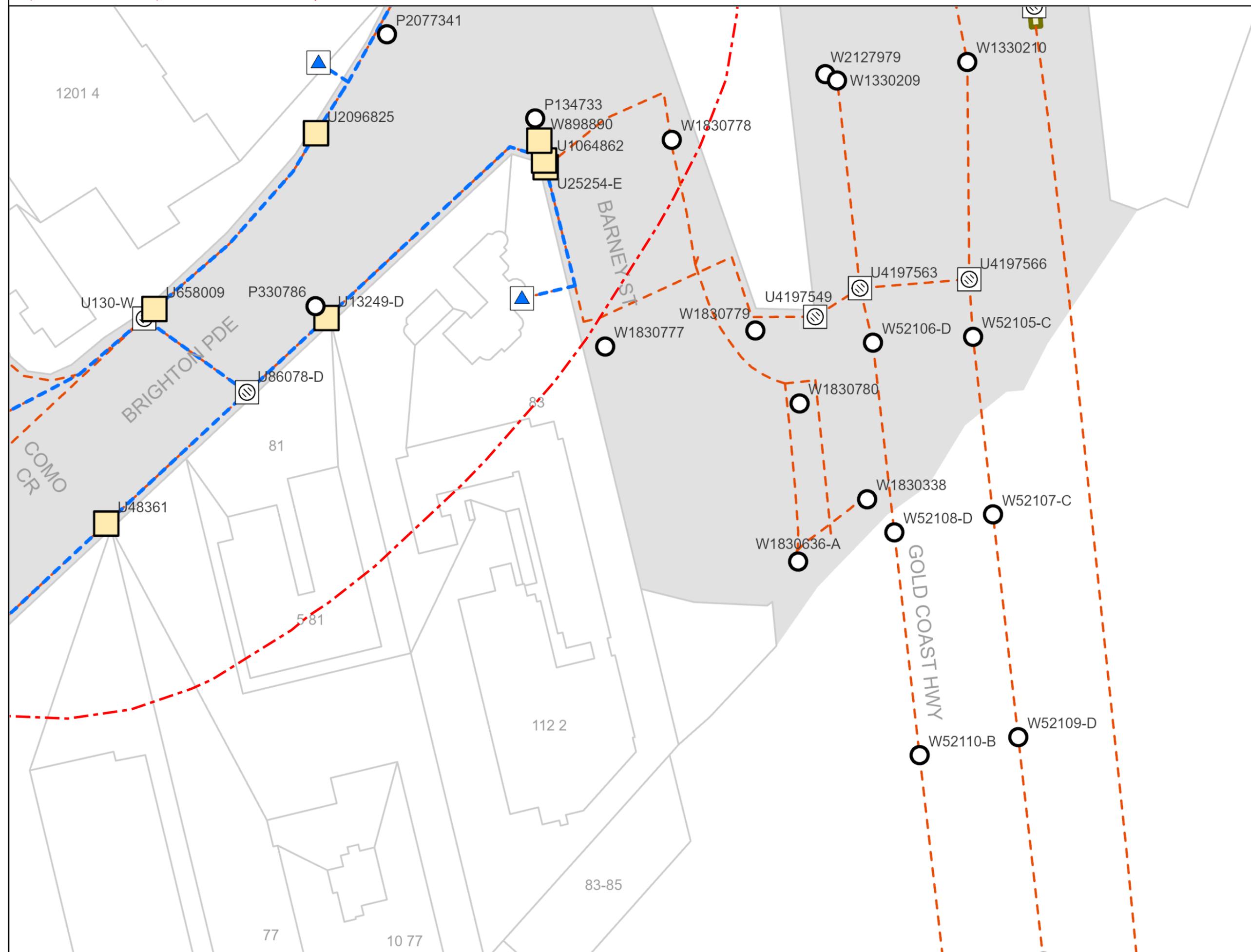
LEGEND

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

AS5488 Category "D" Plan



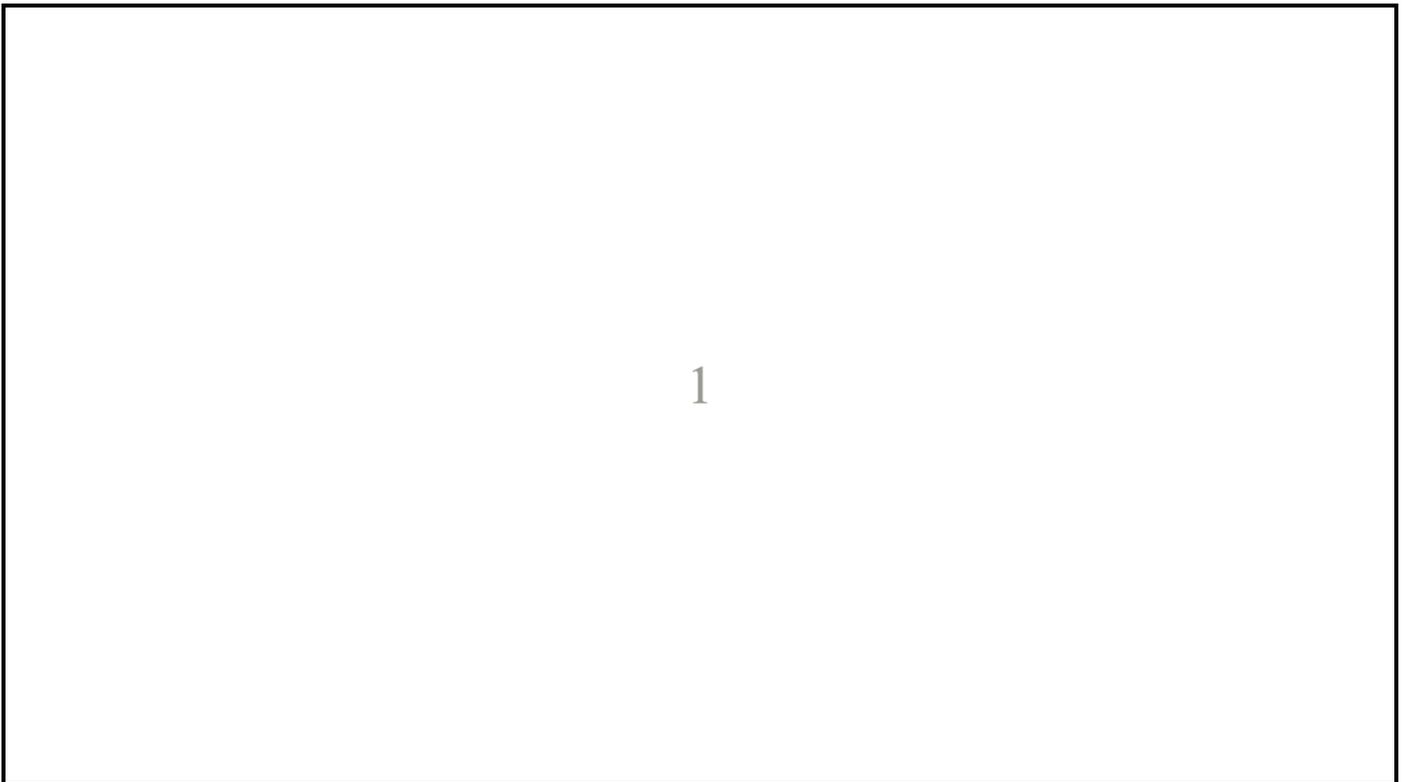
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information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



To: Allana Anderson
Phone: Not Supplied
Fax: Not Supplied
Email: allana@placelgal.com.au

Dial before you dig Job #:	52086081	
Sequence #	266534315	
Issue Date:	12/01/2026	
Location:	Unit 2603 4 Como Cr , Southport , QLD , 4215	

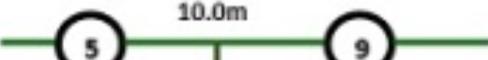
Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans

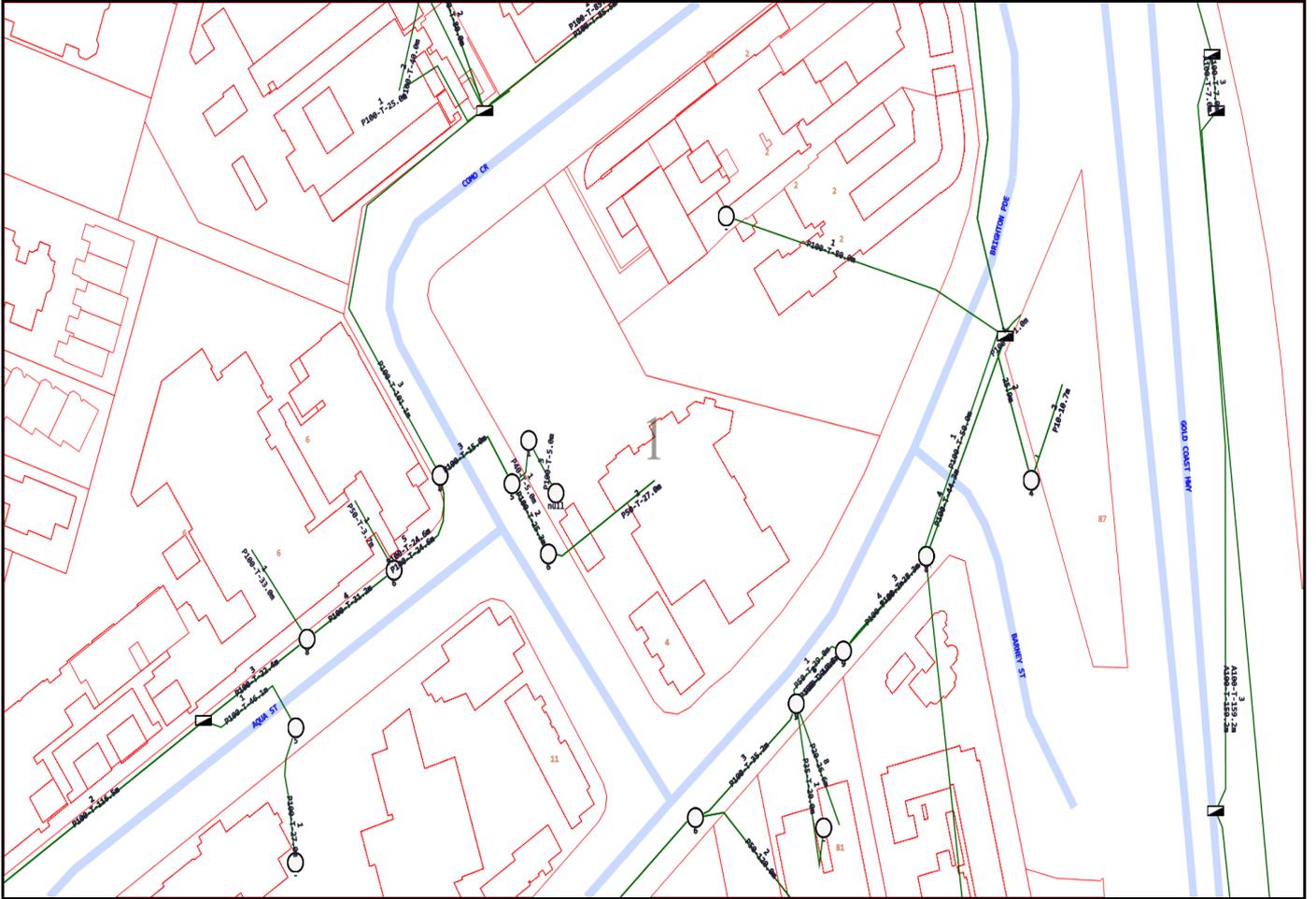




LEGEND



	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
<p style="text-align: center;">2 PO – T- 25.0m P40 – 20.0m</p> 	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.
<p style="text-align: center;">2 10.0m</p> 	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.
<p style="text-align: center;">BROADWAY ST</p> 	Road and the street name "Broadway ST"
<p style="text-align: center;">Scale</p>	<p style="text-align: center;">0 20 40 60 Meters</p>  <p style="text-align: center;">1:2000 1 cm equals 20 m</p>



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.



TPG Telecom Limited
 ABN 76 096 304 620
 Level 1, 177 Pacific Hwy
 North Sydney NSW 2060
 Phone: 1800 786 306 (24hrs)

Date: 13/01/2026

Enquirer Name: Allana Anderson
 Enquirer Address: 5 Oregon Way
 Email: allana@placelegal.com.au
 Phone: +61424572807

Dear Allana Anderson

The following is our response on behalf of each of the TPG carriers (listed below) to your Before You Dig Australia enquiry – Sequence 266534318

It is provided to you on a confidential basis under the following conditions and must be shredded or securely disposed of after use.

Assets Affected: Unit 2603 4 Como Cr Southport

Carriers (each a “TPG carrier”) and assets affected:

PIPE Networks

Location:

According to our records, the underground assets in the vicinity of the location stated in your enquiry are **AFFECTED**. Please read the below information and disclaimers in addition to the any attached plans provided prior to any construction activities.

IMPORTANT INFORMATION

- The information provided is valid for 30 days from the date of this response. If your work site area changes or your construction activity is beyond 30 days please contact Before You Dig Australia on 1100 or www.1100.com.au to re-submit a new enquiry.
- Due to the nature of underground assets and the age of some assets and records, our plans are indicative of the general location only and may not show all assets in the location. You should not solely rely on these plans when undertaking construction works. It is also inaccurate to assume depth or that underground network conduit and cables follow straight lines, and careful on-site investigations are essential to locate an asset's exact position prior to excavation. It is your responsibility to locate and confirm the exact location of our infrastructure using non-destructive techniques. We make no warranty or guarantee that our plans are complete, current or error free, and to the maximum extent permitted by law we exclude all liability to you, your employees, agents and contractors for any loss, damage or claim arising out of or in connection with using our plans.
- Please note that some of our conduits carry electrical cables and gas pipes. Please exercise extreme care when working within the vicinity of these conduit and take into account the minimum clearance distances under Duty Of Care below.
- You (and your employee and contractors) must not open, move, interfere, alter or relocate any of our assets without our prior approval.
- **Note** It is a criminal offence under the *Criminal Code Act 1995 (Cth)* to tamper or interfere with communication facilities owned by a carrier. Heavy penalties may apply for breach of this prohibition, and any damages suffered, or costs incurred by us as a result of such unauthorised works may be claimed against you.

DAMAGE

- You must report immediately any damage to our network on **1800 786 306** (24hrs). We will hold you liable and seek compensation for any loss or damage to our network, our property and our customers that is caused by or arises out of your activities.

DUTY OF CARE

You have a duty of care to carefully locate, validate and protect our assets when carrying out works near our infrastructure. For construction activities that may impact on or interfere with our network, you will need to call us on **1800 786 306** to discuss a suitable engineering solution, lead time and cost involved. The below precautions must be taken when working in the vicinity of our network:

- Contact us on **1800 786 306** to discuss and obtain relevant information and plans on our infrastructure in a particular location if the information provided in this response is insufficient.
- Physically locate and mark on-site our network infrastructure using non-destructive techniques i.e. pot holing or hand digging every 5 metres prior to commencing any construction activities. Assets located must be marked to AS5488 standard. **NO CONSTRUCTION WORK IS ALLOWED UNTIL THIS STEP IS COMPLETED.** You must use an approved telecommunications accredited locator, or we can provide a locator for you at your expense. If we provide you with a locator, and this locator attended the site and is proven to be grossly negligent in physically locating and marking our infrastructure, then to the extent any TPG carrier is liable for this locator's negligence, acts and omissions, the total liability aggregated for all TPG carriers is limited, at our option, to attend the site and re-mark the infrastructure or to pay for a third party to re-mark the infrastructure.
- If you require us to locate or monitor our infrastructure, please allow five business days' notice for us to respond.
- Ensure all information, including our network requirements and any associated plans provided by us are kept confidential and remain on-site throughout your construction works.

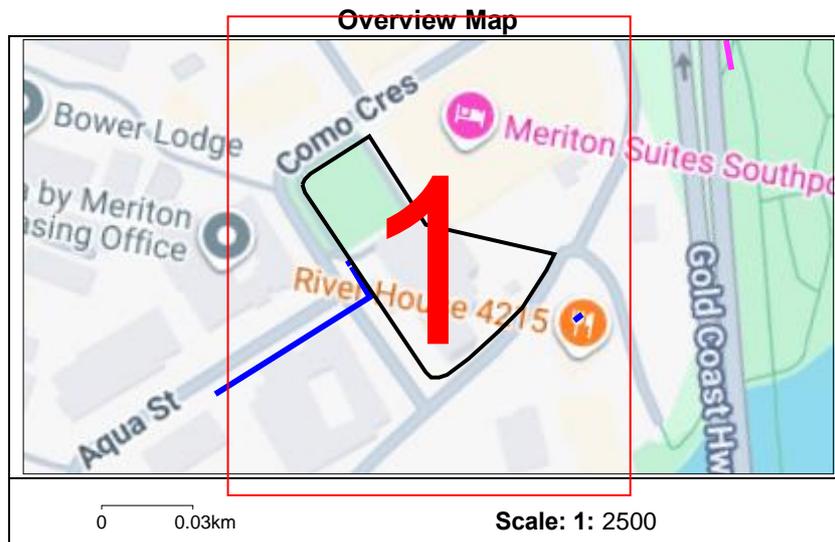
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

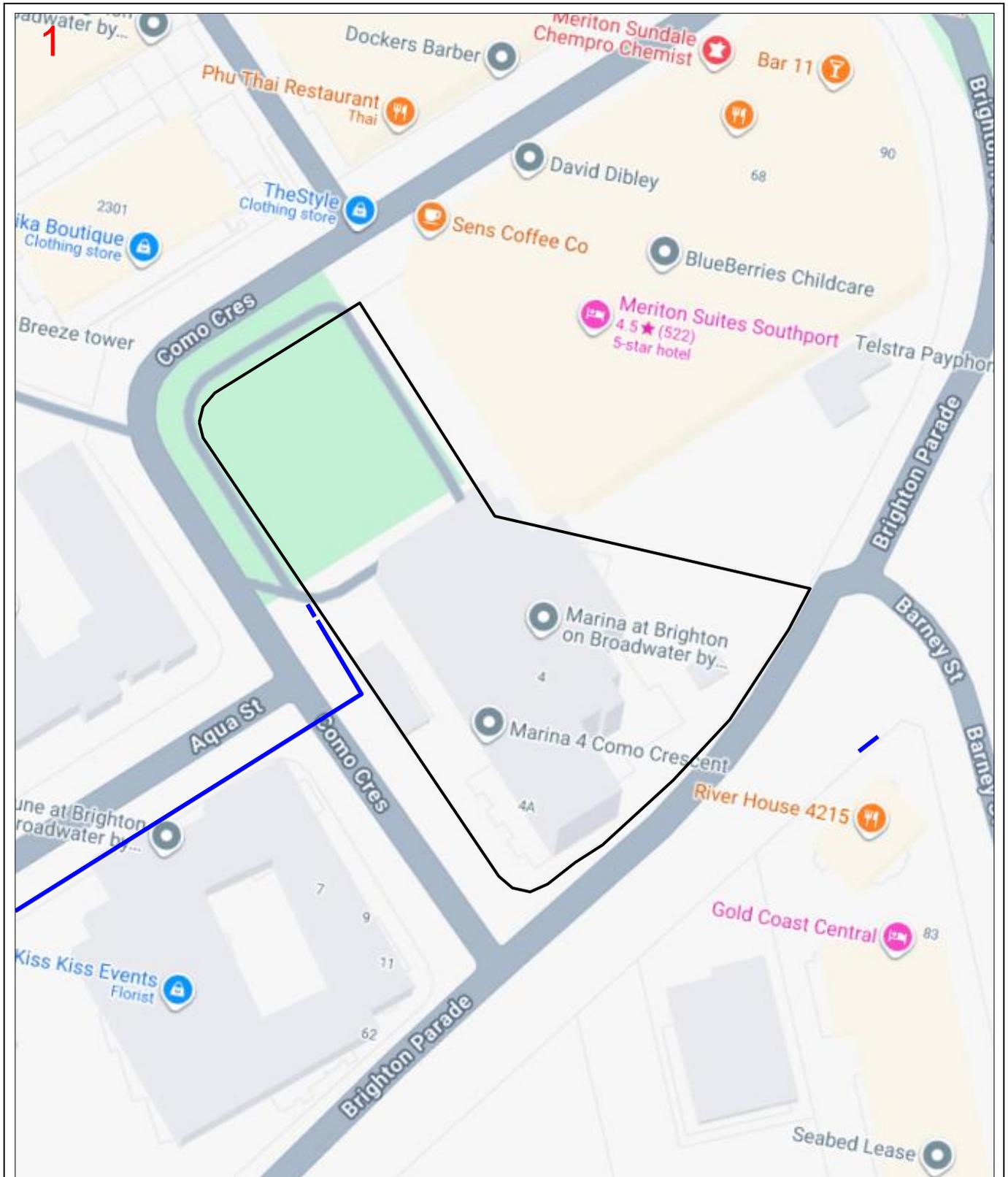
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



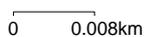
TPG Telecom Limited



Enquiry Number: 266534318

Map Sheet: 1

Scale: 1: 750



LEGEND

BYDA Work Area



AAPT/PowerTel Pit		TransACT Pit	
AAPT/PowerTel Duct		TransACT Duct	
DDA Pit		SOUL Pattinson Telecoms Pit	
DDA Duct		SOUL Pattinson Telecoms Duct	
Agile/Adam Pit		PIPE Networks Pit	
Agile/Adam Duct		PIPE Networks Duct	

DISCLAIMER: No responsibility/liability is taken by TPG Telecom Limited for any inaccuracy, error, omission or action based on the information supplied in this correspondence. © 2022 TPG Telecom Limited.