

# Dott & Crossitt

Conveyancing + Solicitors

23/6/2026

The following Vendor Disclosures are made pursuant to *Property Law Act 2023* (Qld):

- Form 2
- Title Search
- Plan Diagram
- Cadastral SmartMap
- Residential Lease
- Notice issued about a Transport Infrastructure proposal
- Notice under section 408(2) of the Environmental Protection Act
- Notice under section 369(2) of the Environmental Protection Act
- Notice under section 347(2) of the Environmental Protection Act
- Order or Application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011
- Pool Compliance Certificate
- Notice of no pool safety certificate
- Notice under section 47 of the Queensland Building and Construction Commission Act 1991
- Council Rates notice (optional)
- Water Rates notice (optional)
- Form 33
- Form 34
- Form 18
- Copy of other unregistered easement
- Infrastructure Maps

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

## This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller	Judith Ann Hampson
Property address (referred to as the “property” in this statement)	11202/5 Harbour Side Ct Biggera Waters, QLD, 4216
Lot on plan description	Lot 11202, Plan SP279571, Title Reference 51016949

Community titles scheme  
or BUGTA scheme:

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

**Yes**

**No**

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

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

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

<b>Title details</b>	<b>The seller gives or has given the buyer the following—</b>
	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"/> <b>Yes</b>
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> <b>Yes</b>

<b>Registered encumbrances</b>	<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>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></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"> <li>» the start and end day of the term of the lease: <input type="text"/></li> <li>» the amount of rent and bond payable: <input type="text"/></li> <li>» whether the lease has an option to renew: <input type="text"/></li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other services in passing through or over the property whether or not protected by registered easement including but not limited to any infrastructure or public authority searches included as Annexures to this Form 2.</p> </div>
<b>Residential tenancy or rooming accommodation agreement</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, 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><b>Note</b>—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.

<b>Zoning</b>	<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; width: fit-content;">MEDIUM DENSITY RESIDENTIAL</div>		
<b>Transport proposals and resumptions</b>	<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> <p style="text-align: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></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.			
<b>Contamination and environmental protection</b>	<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><b>The following notices are, or have been, given:</b></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> <p style="text-align: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p> <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> <p style="text-align: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p> <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> <p style="text-align: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p>		
<b>Trees</b>	<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 <b>Yes</b>, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Heritage</b>	<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>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Flooding</b>	<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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>		
<b>Vegetation, habitats and protected plants</b>	<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.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Unlicensed building work under owner builder permit</b>	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>		
<b>Notices and orders</b>	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 checked="" type="checkbox"/> Yes	<input 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
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	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 ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) 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: \$ 1,058.78

Date Range: 1 July - 31 December 2025

OR

The property is currently a rates exempt lot.\*\*

OR

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

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

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

### Water

#### Whichever of the following applies—

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

Amount: \$ 316.42

Date Range: 4 February - 7 May 2026

OR

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

Amount:

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

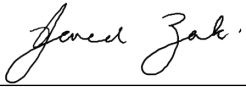
(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

**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.**

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

## Signatures – SELLER



as solicitor  
on behalf of the seller

Signature of seller

Signature of seller

Judith Ann Hampson

Name of seller

Name of seller

23/6/2026

Date

Date

## Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 51016949	<b>Search Date:</b> 23/06/2026 12:00
<b>Date Title Created:</b> 04/12/2015	<b>Request No:</b> 56626532
<b>Previous Title:</b> 51015282	

### ESTATE AND LAND

Estate in Fee Simple

LOT 11202 SURVEY PLAN 279571  
Local Government: GOLD COAST  
COMMUNITY MANAGEMENT STATEMENT 48064  
COMMUNITY MANAGEMENT STATEMENT 47412

### REGISTERED OWNER

Dealing No: 724511553 24/11/2025  
JUDITH ANN HAMPSON

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11503058 (POR 24V)

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

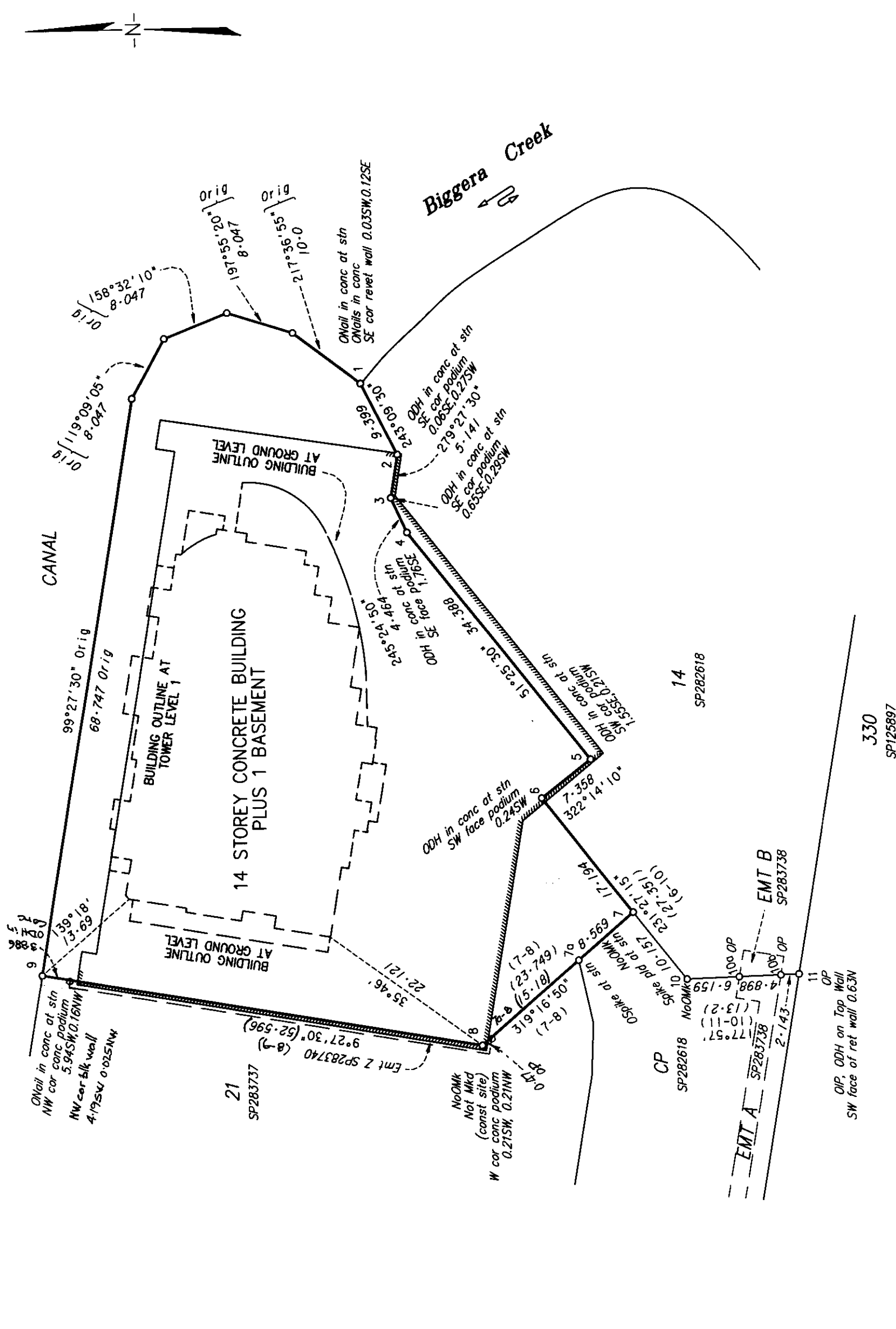
NIL

\*\* End of Current Title Search \*\*

Land Title Act 1994 ; Land Act 1994  
Form 21 Version 3

**SURVEY PLAN**

Sheet **1** of **10**



STN	TO	BEARING	DIST	ORIGIN
1	ONail in Conc	286°56'	0.04	12, SP277190
1	ONail in Conc	39°21'15"	2.581	8, SP190856
9	PIP	230°0'	2.0	27, SP282618
11	ODH	260°55'50"	1.308	7, SP283738
11	ODH in Top Wall	80°14'	2.13	

**ORIGINAL INFORMATION COMPILED FROM SP282620 IN THE DEPARTMENT OF NATURAL RESOURCES & MINES**

**REINSTATEMENT REPORT**

Plans searched, SP190856, SP277190, SP282618, SP282620, SP283738, SP283740

Original corner marks and/or original reference marks found at stns 1,2,3,4,5,6,7,9,10a,10b & 11

Stns 7 and 10 reinstated with reference to stns 6,10a,10b & 11

Stn 8 reinstated with reference to stns 7,7a & 9

No differences to SP282620 were found.

**AREA OF BASE PARCEL..... 3794 m<sup>2</sup>**

**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 Natalie Ellen Bottie, Graduate Surveyor, under supervision of Robert Rameka, Cadastral Surveyor and Geoffrey James Mulhall, Cadastral Surveyor. The corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping (General) Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 10/10/2015



.....DIRECTOR  
11-11-2015  
.....DIRECTOR DATE

<p>Plan of Lots 1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309 and Common Property</p> <p>Cancelling Lot 11 on SP282620</p> <p>LOCAL GOVERNMENT: GOLD COAST CITY COUNCIL LOCALITY: BIGGERA WATERS</p> <p>Meridian: MGA Zone 56 vide SP282620</p>		<p>Scale: 1:500</p> <p>Format: BUILDING</p> <p><b>SP279571</b></p>
<p>Survey Records: No</p>	<p>State copyright reserved.</p>	

**716924553**

**\$10840.00**  
01/12/2015 10:16

**GC 400 NT**

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

5. Lodged by

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

**1. Certificate of Registered Owners or Lessees.**

1/We **CAREFORT PTY LTD ACN 168 913 871**

(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

**Carefort Pty Ltd ACN 168 913 871**  
*[Signature]*  
Sole Director/Secretary

\* Rule out whichever is inapplicable

**2. Planning Body Approval.**

\* **Council of the City of Gold Coast**

hereby approves this plan in accordance with the :

% **Sustainable Planning Act 2009**

Dated this **TWENTY SEVENTH** day of **NOVEMBER 2015**

*[Signature]*

# **Andrew Young**  
# **Authorising Officer**

\* Insert the name of the Planning Body.

% Insert applicable approving legislation

# Insert designation of signatory or delegation

**3. Plans with Community Management Statement :**

CMS Number : **48064**  
Name : **WATERPOINT RESIDENCES ONE**

**4. References :**

Dept File : **AJ38268/001**  
Local Govt : **GCCC**  
Surveyor : **4226/1**

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51015282	Lot 11 on SP282620	1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309 and CP	-	-

**Mortgage Allocation**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
<del>716608699</del> 716901317	1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309	
<del>716733414</del> 716901318	1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309	
<del>716551548</del>	<del>1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309</del>	

**Benefit Easement**

Easement	Lots Fully Benefited	Lots Partially Benefited
- Emt Z SP238740	1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309 and CP	-

Notification issued to the owners of Lot 11 & CP of Waterpoint Residences Principal CTS 47412 on SP277190 & Lot 20 on SP282615 [formerly Lot 20 on SP277190 & Part CP of Waterpoint Residences Principal CTS 47412 (SP277195)] in accordance with S18 of the Surveying & Mapping Infrastructure Regulation 2014 on 30 September 2015 vide SP282618

All lots defined on this plan are wholly contained within the base parcel.

DEVELOPMENT APPROVAL DATE: 17/07/2015

1, 1101-1109, 1201-1209, 1301-1309, 1401-1409, 1501-1509, 1601-1609, 1701-1709, 1801-1809, 1901-1909, 11001-11009, 11101-11109, 11201-11209, 11301-11309 and CP

Por 24V

Lots Orig

**7. Original Grant Allocation :**

**8. Map Reference :**  
9542-22432

**9. Parish :**  
BARROW

**10. County :**  
WARD

**11. Passed & Endorsed :**

By : **BROWN & PLUTHERO PTY LTD**  
ACN OIO I17 236  
Date : **30-11-2015**  
Signed : *[Signature]*  
Designation : **Liaison Officer/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.  
**30 NOV 2015**  
Cadastral Surveyor/Director \* Date  
\* delete words not required

**13. Lodgement Fees :**

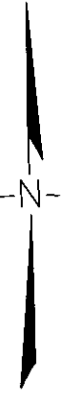
Survey Deposit \$ .....  
Lodgement \$ .....  
New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

14. Insert Plan Number

**SP279571**

ADDITIONAL SHEET

LEVEL A  
BASEMENT



Not Mkd  
NW Cor Blk Wall  
0-145NE, 0-025NW

COMMON  
PROPERTY

21  
SP283737

SP283740

48-265

COMMON PROPERTY

STAIRS

STAIRS  
LIFTS

Not Mkd (Inaccessible)  
SE Cor Col  
4-03NE, 5-5SE

CP

RAMP

Not Mkd  
W Cor Col  
0-71NE, 0-19SE

245°24'50"

4-464

3

5-064

279°27'30"

COMMON  
PROPERTY

SW Cor Col at Sin

Not Mkd  
Inin Walls  
0-13NW, 0-09SW

COMMON  
PROPERTY

Not Mkd  
Inside Face Wall  
0-2NE

231°27'15"

1-0-04

6

Not Mkd  
Inside Face Wall  
0-16NE

7-358

5

322°14'10"

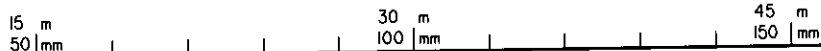
Not Mkd  
S Cor Col  
4-02NE

14  
SP282618

34-388

231°25'30"

SCALE 1:300



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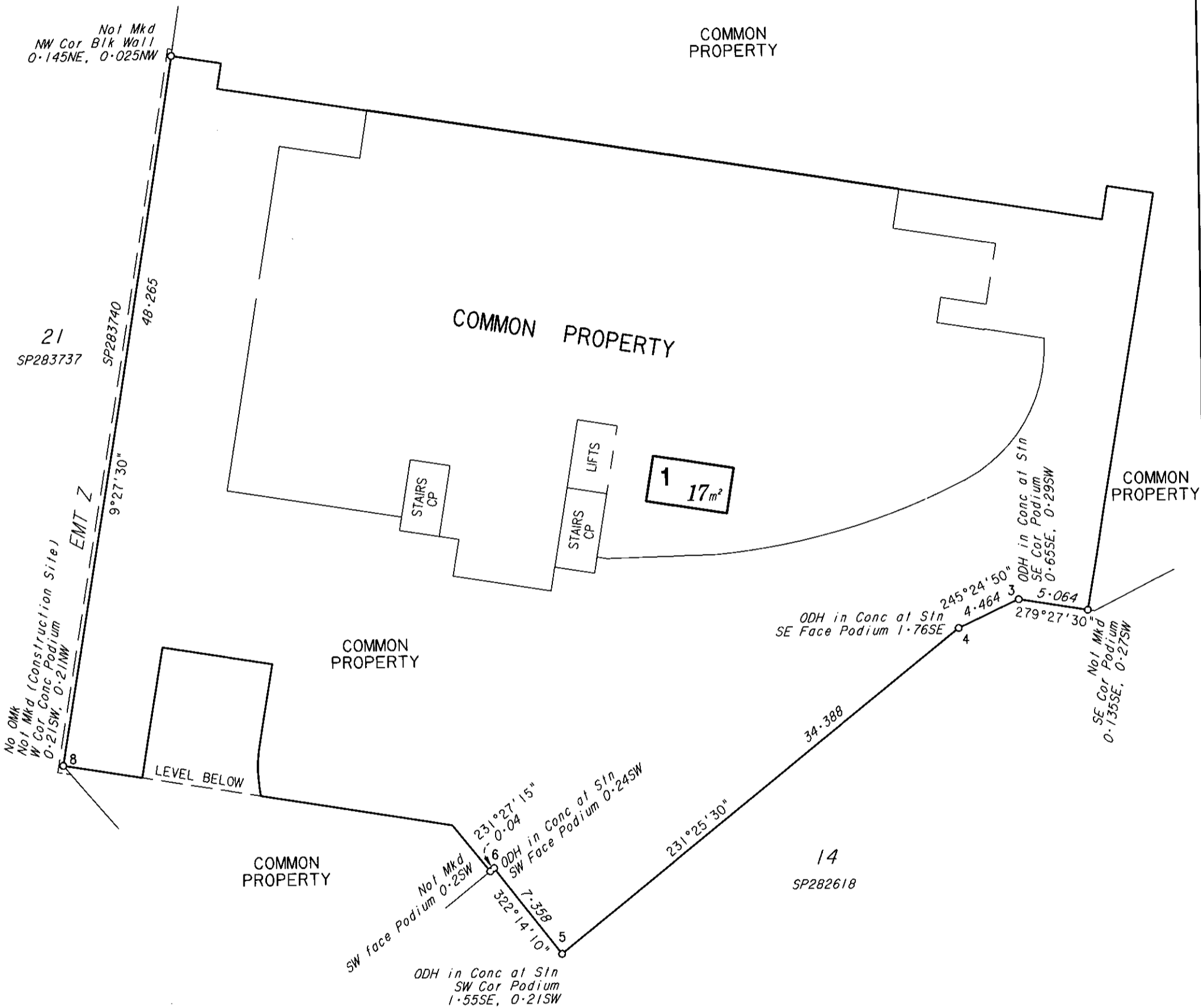
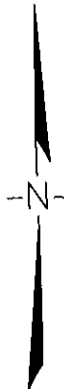
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SP279571

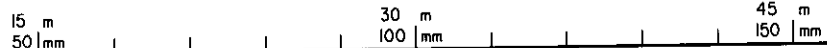
# ADDITIONAL SHEET

## LEVEL B

GROUND



SCALE 1:300



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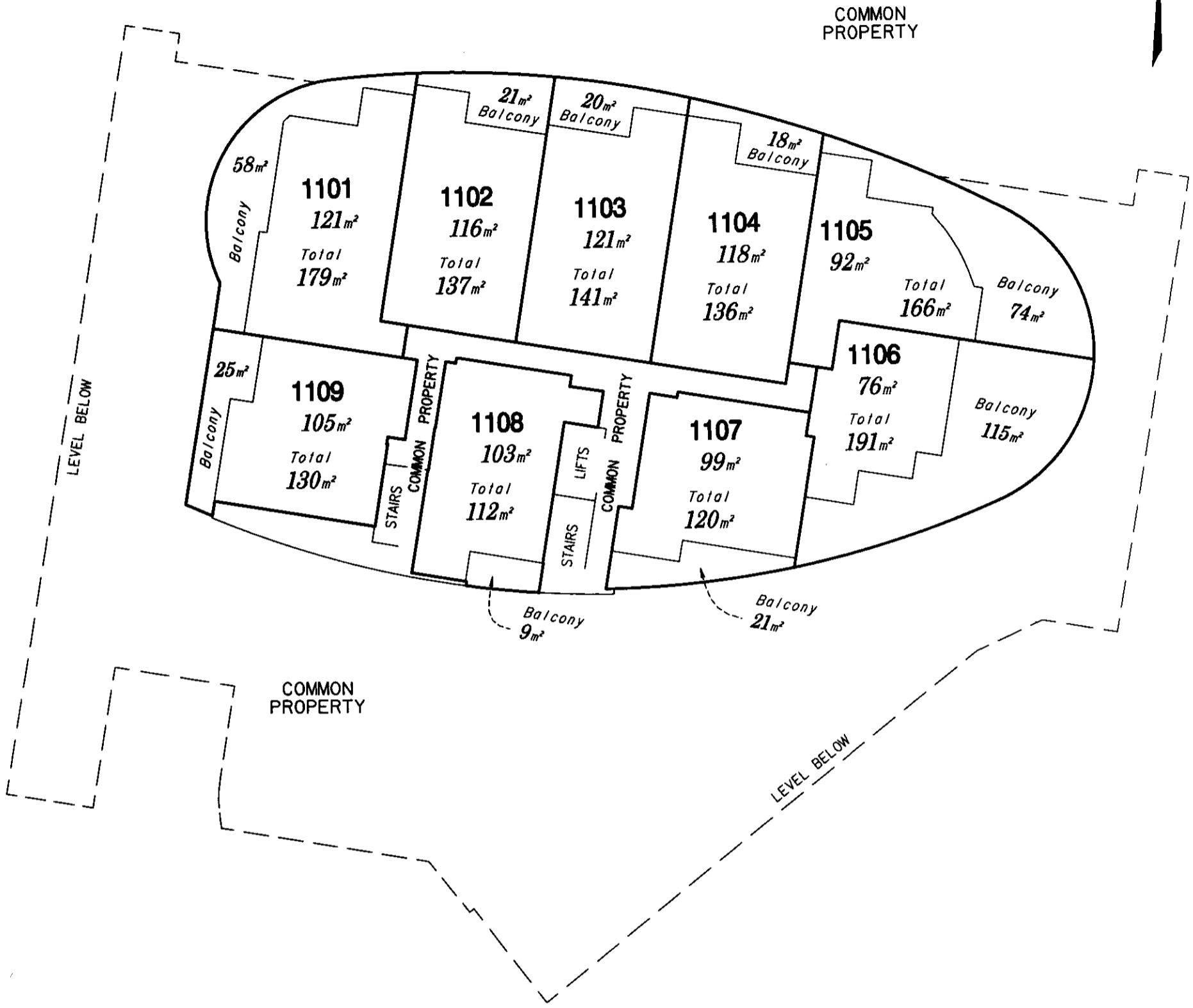
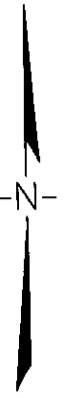
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Number

# SP279571

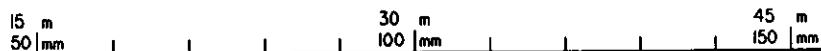
ADDITIONAL SHEET

LEVEL C

LEVEL 1



SCALE 1:300



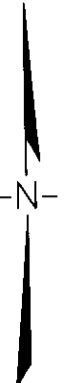
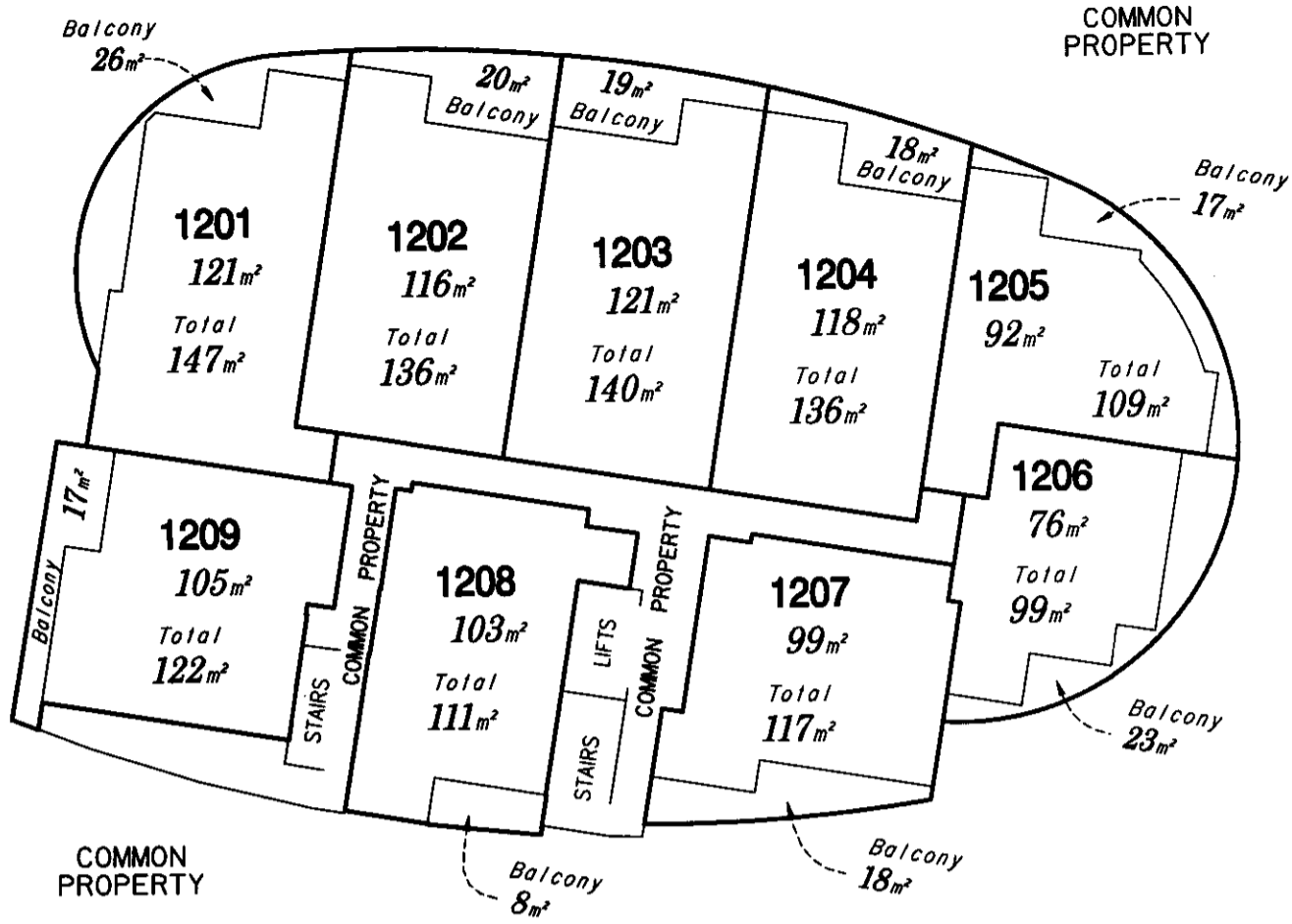
State copyright reserved.

Insert Plan Number **SP279571**

ADDITIONAL SHEET

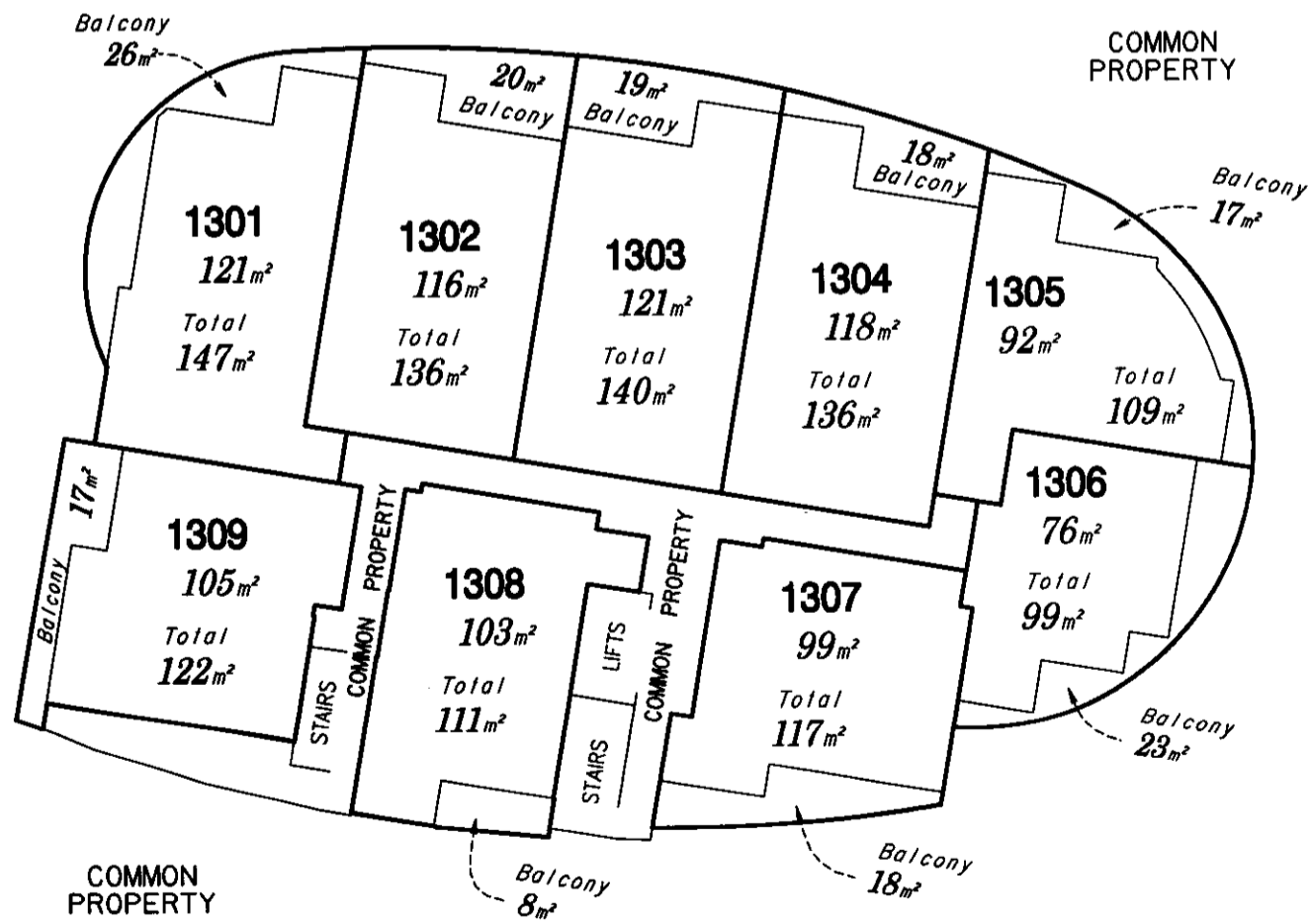
LEVEL D

LEVEL 2

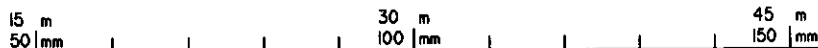


LEVEL E

LEVEL 3



SCALE 1:300

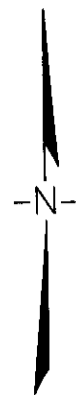
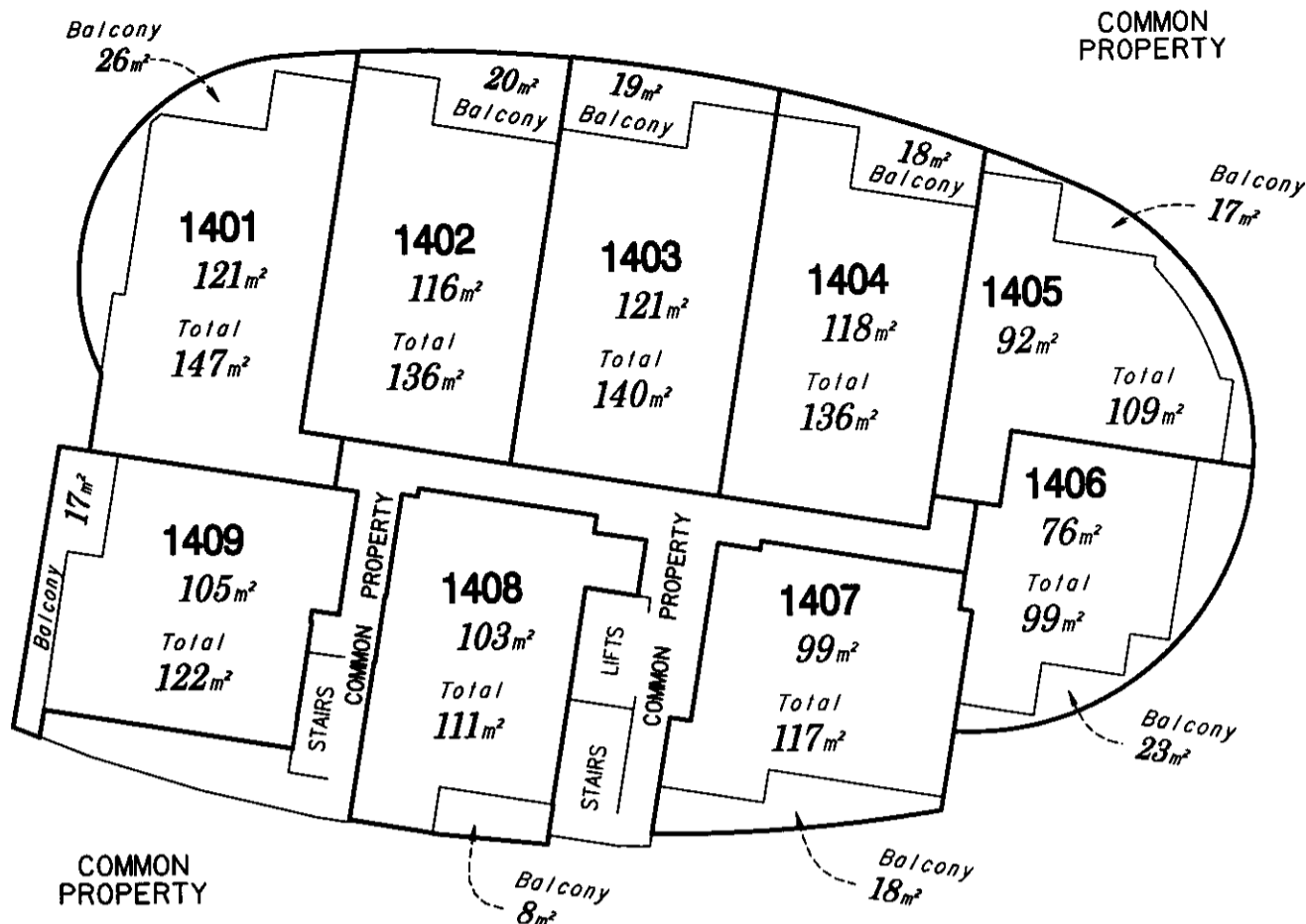


State copyright reserved.

Insert Plan Number **SP279571**

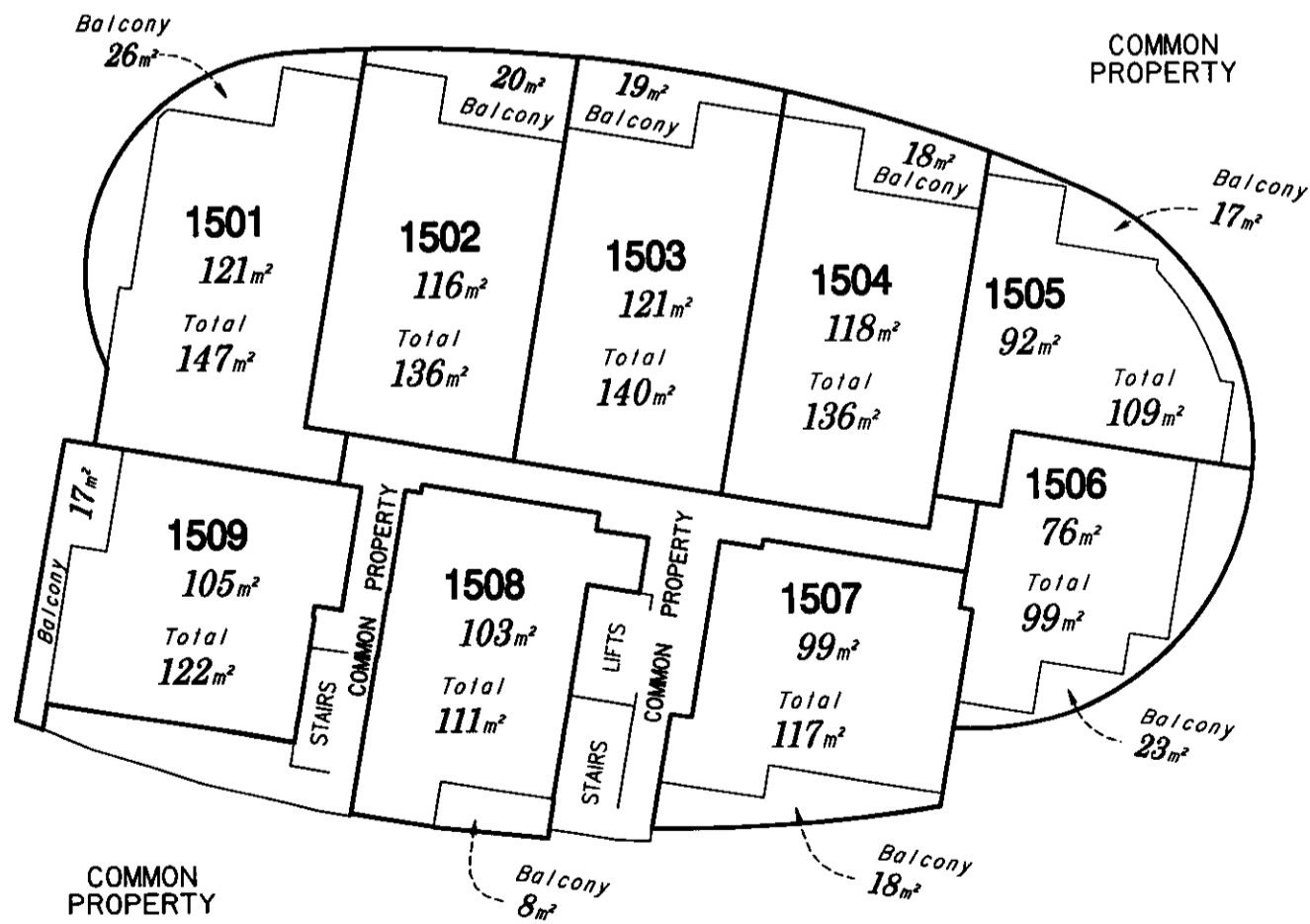
LEVEL F

LEVEL 4

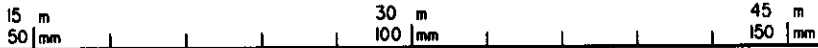


LEVEL G

LEVEL 5



SCALE 1:300



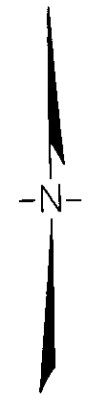
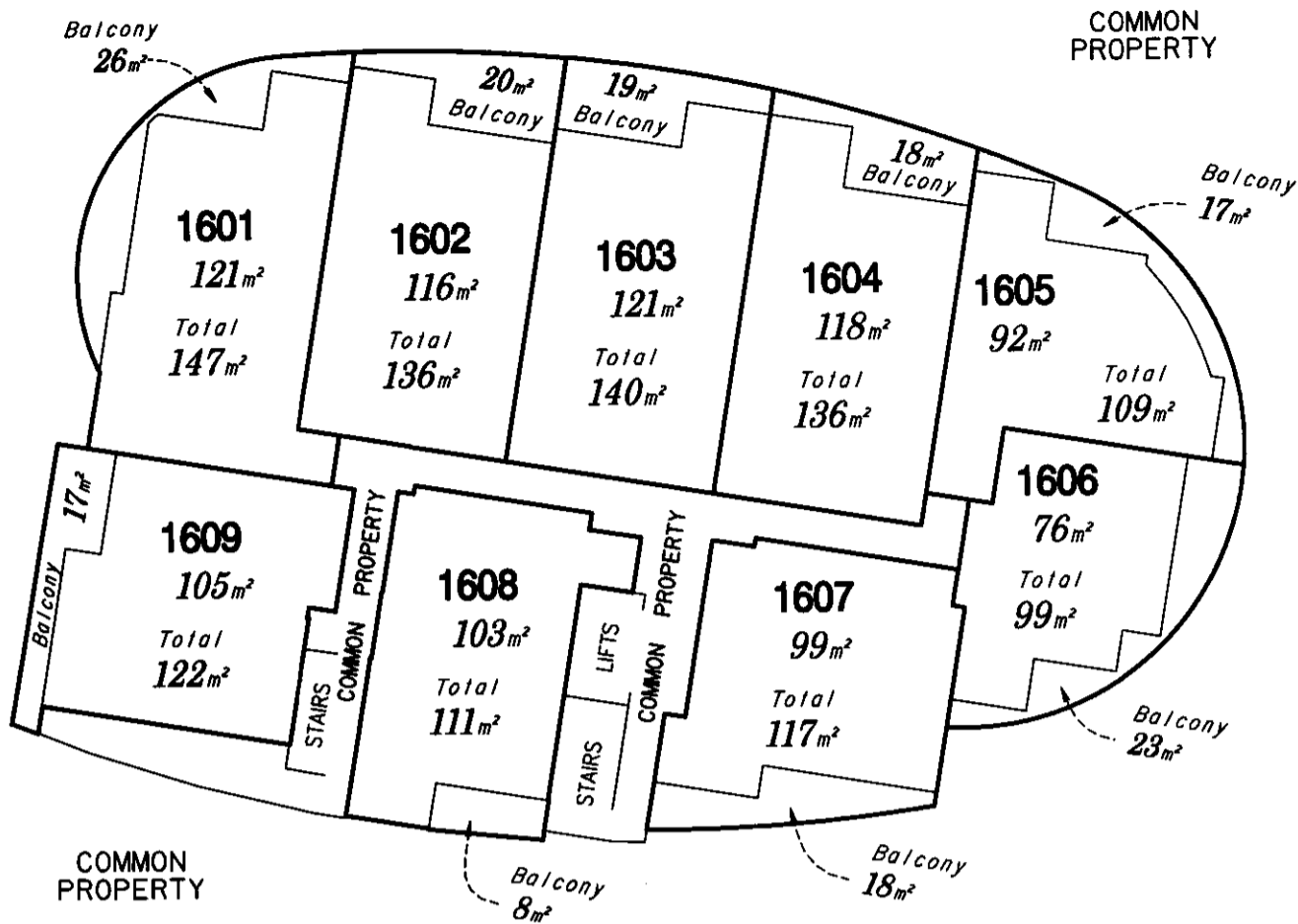
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Insert Plan Number **SP279571**

ADDITIONAL SHEET

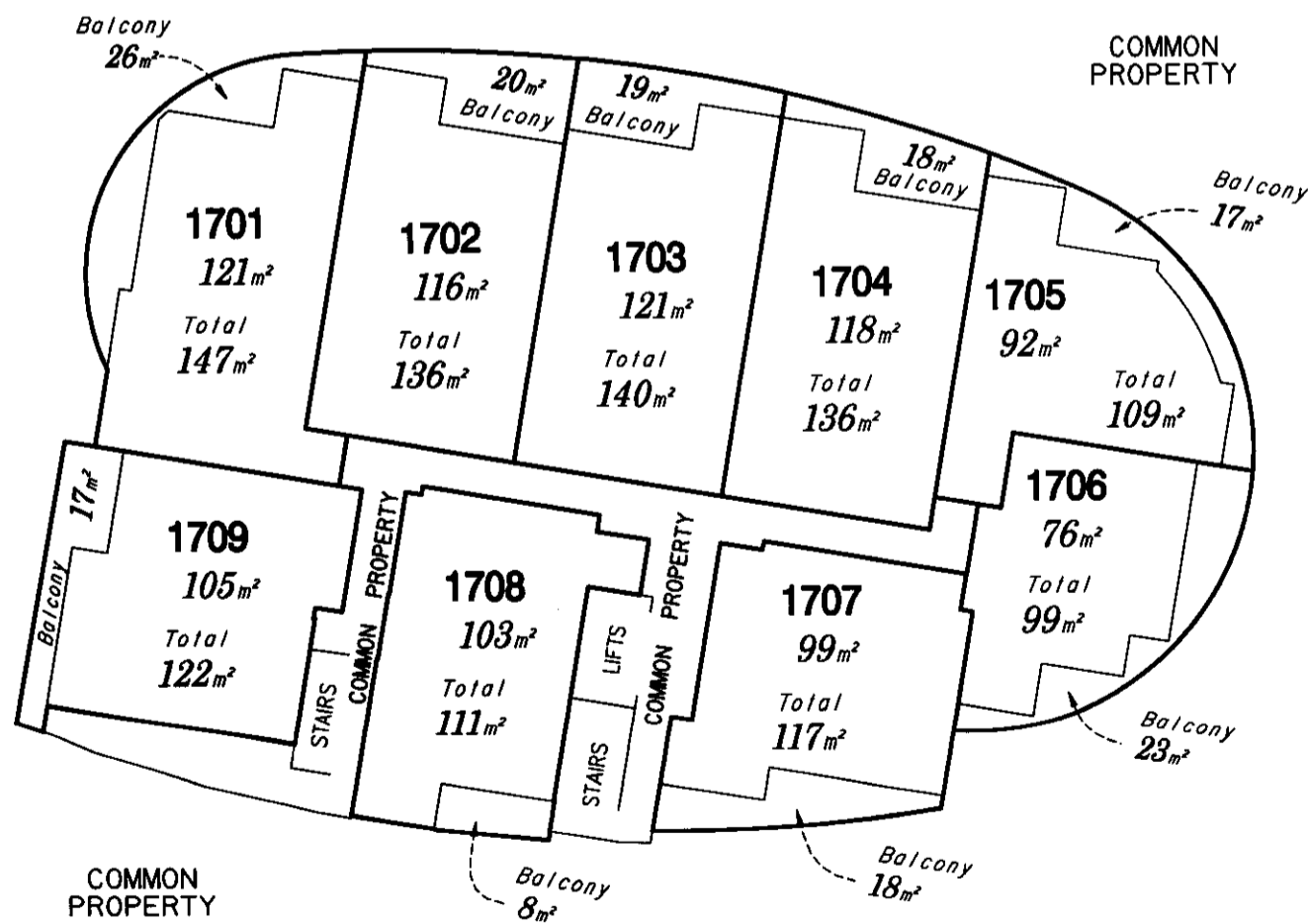
LEVEL H

LEVEL 6

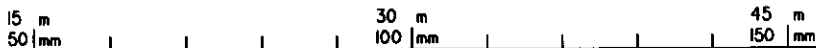


LEVEL I

LEVEL 7



SCALE 1:300

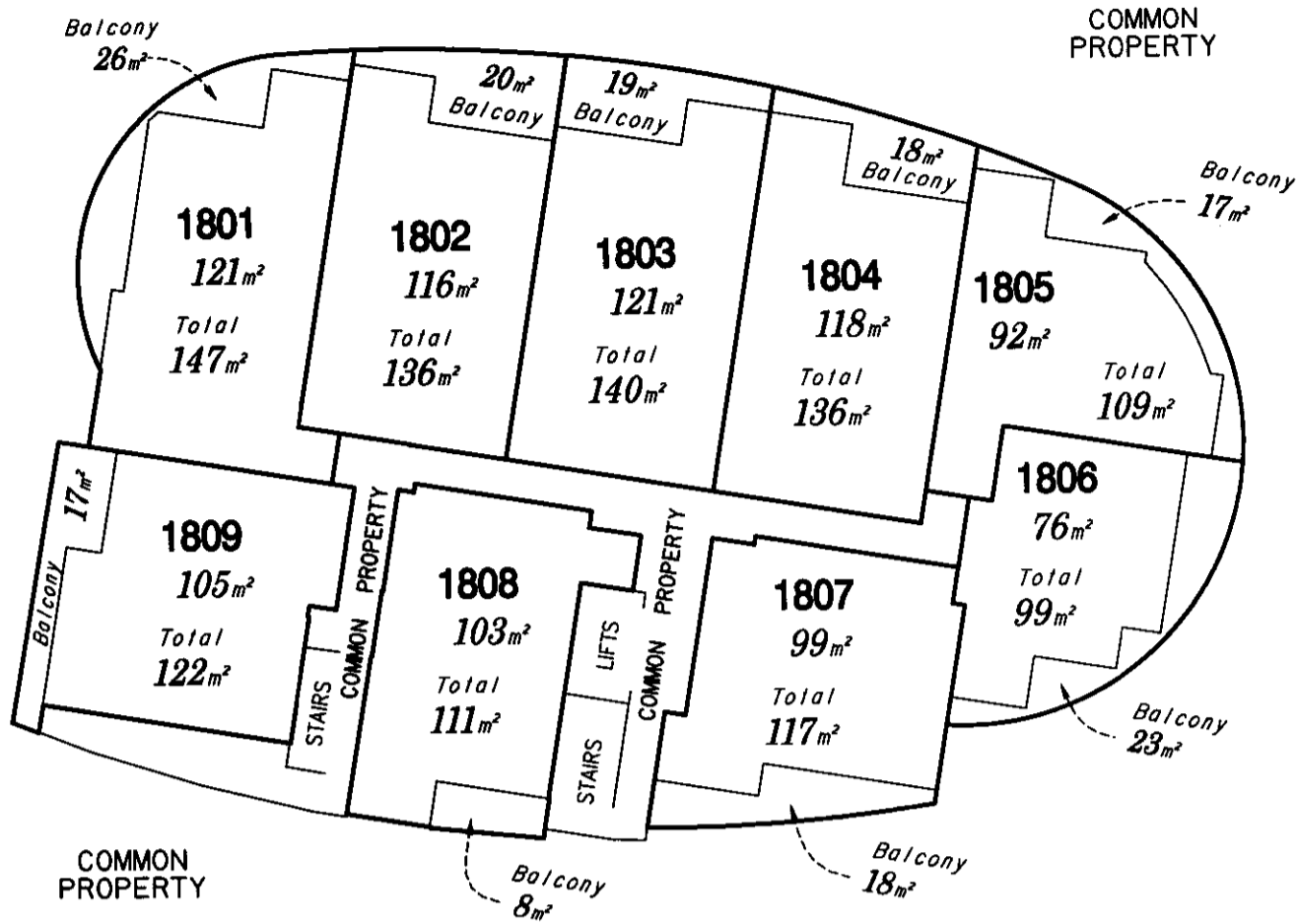


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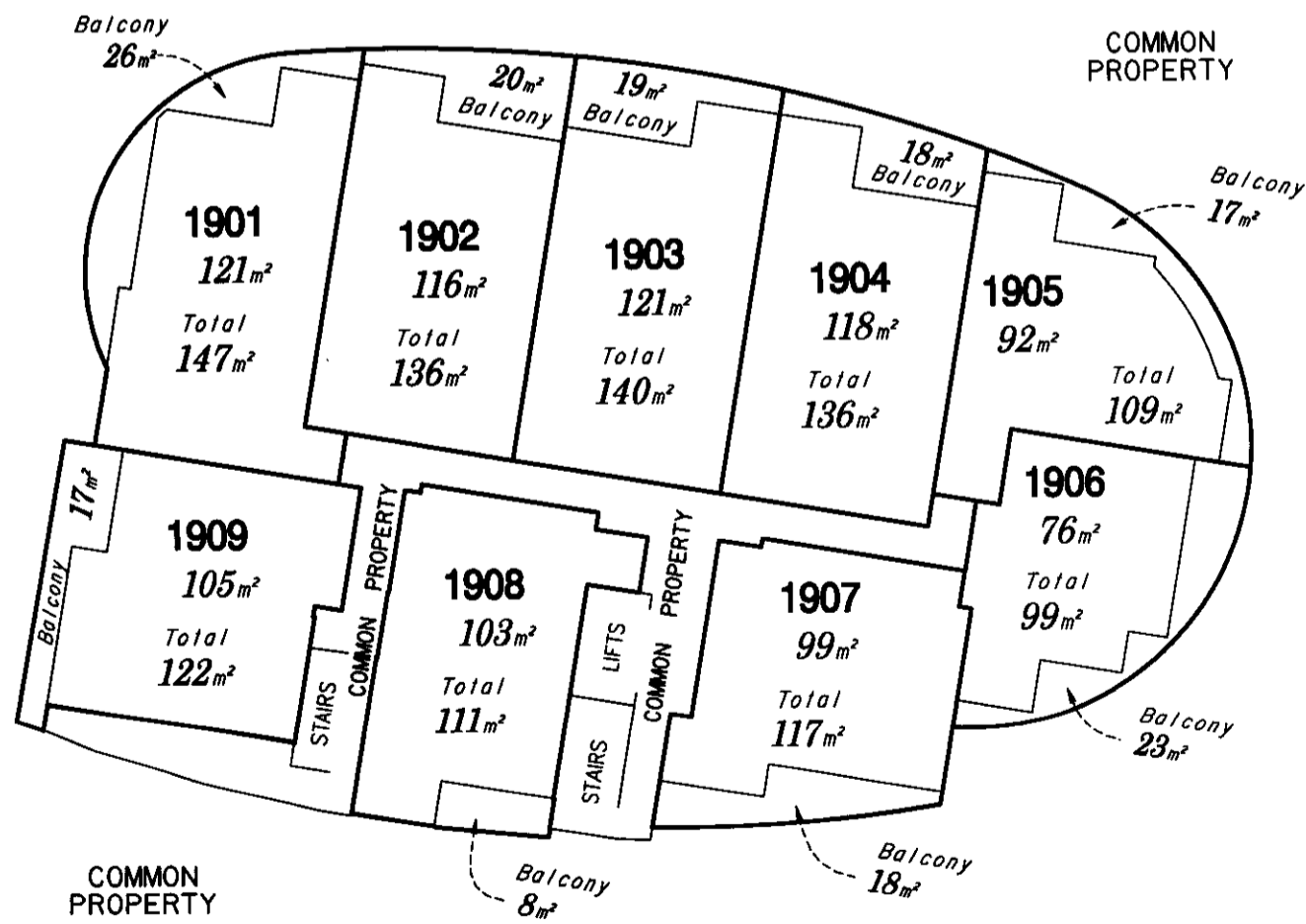
Insert Plan Number **SP279571**

ADDITIONAL SHEET

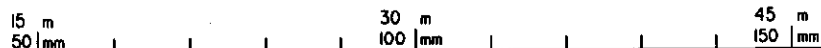
LEVEL J  
LEVEL 8



LEVEL K  
LEVEL 9



SCALE 1:300



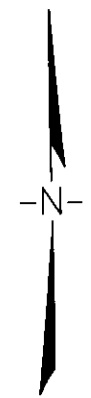
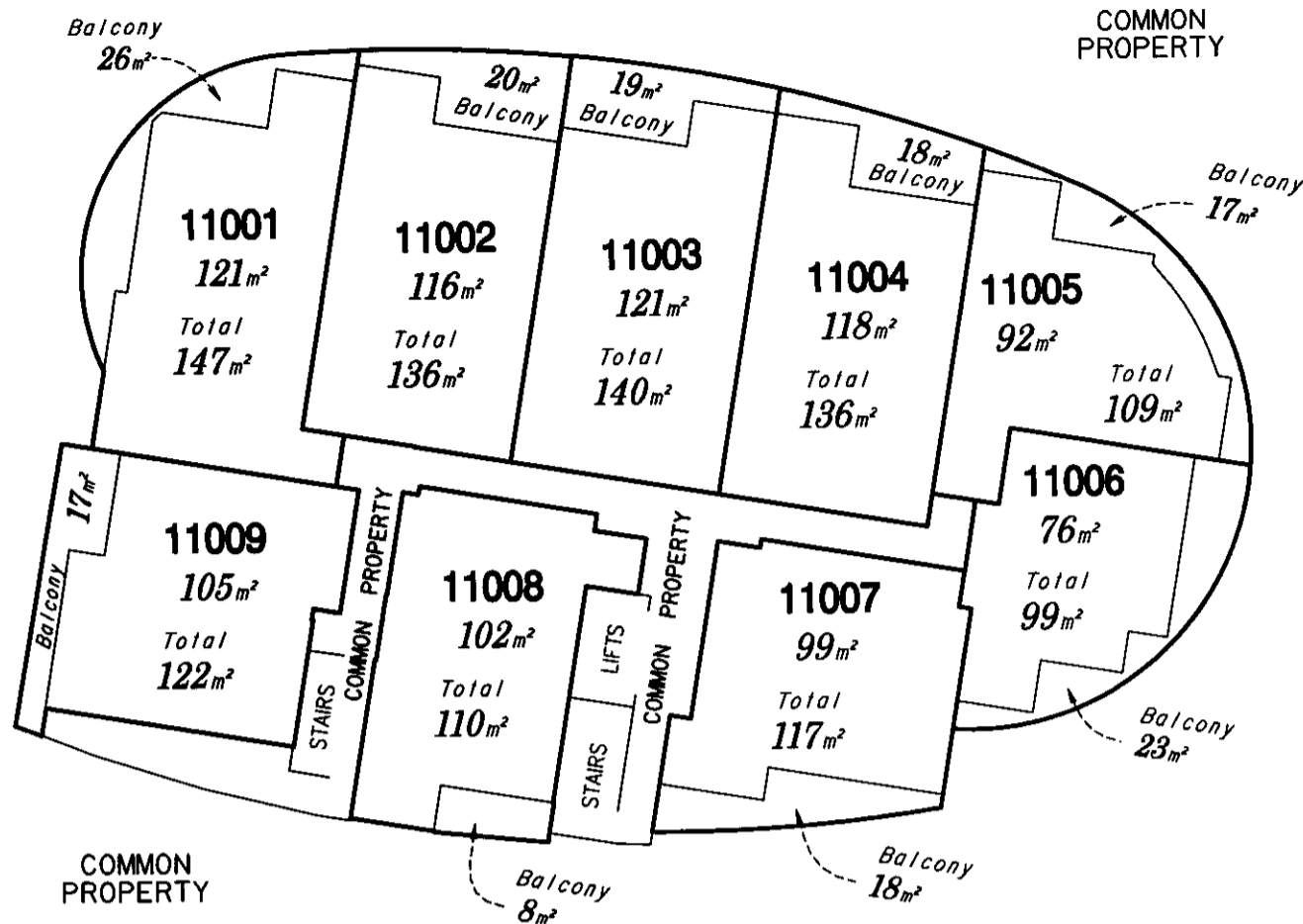
State copyright reserved.

Insert Plan Number **SP279571**

ADDITIONAL SHEET

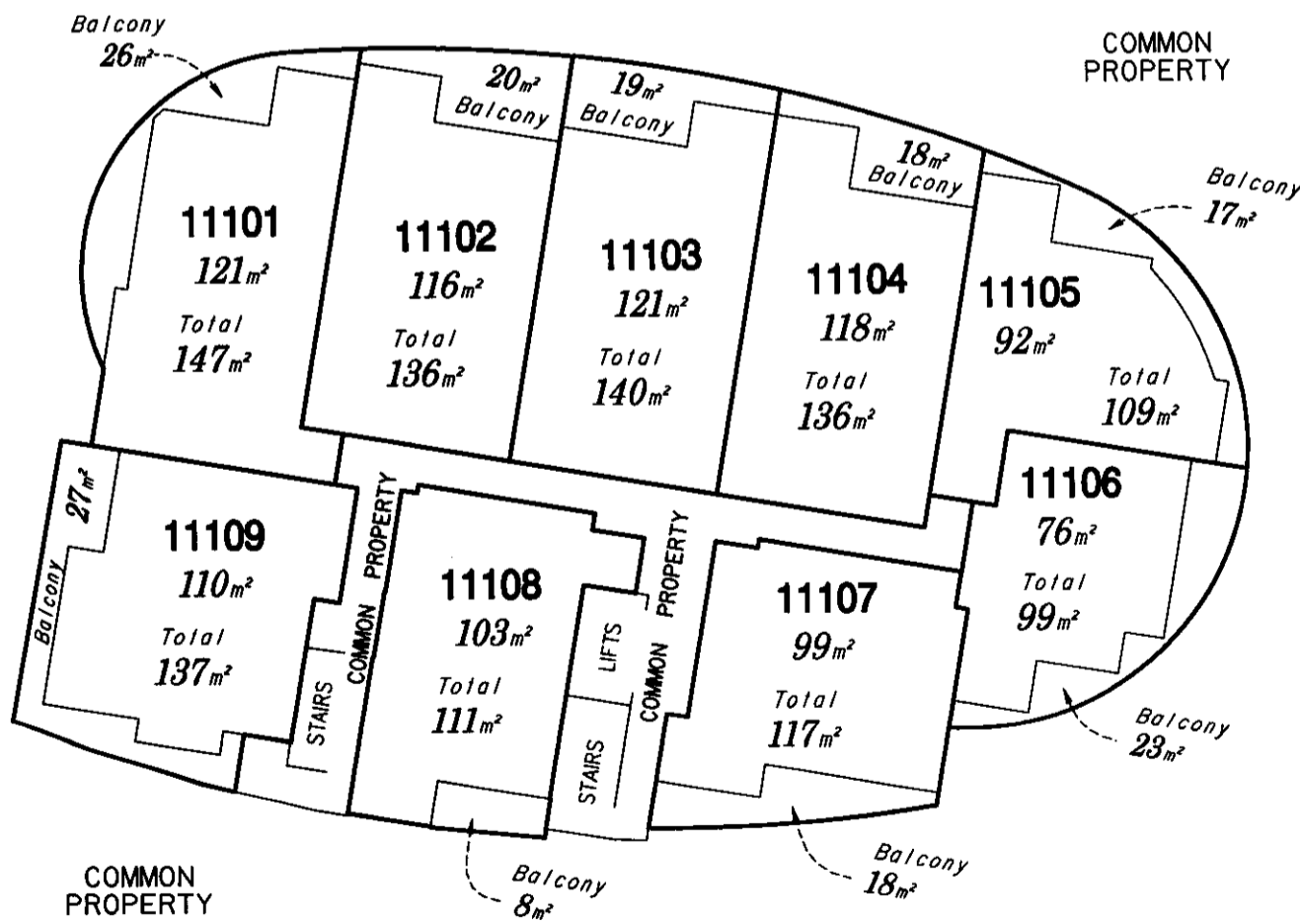
LEVEL L

LEVEL 10

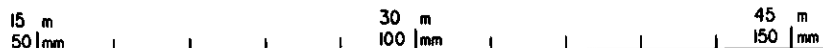


LEVEL M

LEVEL 11



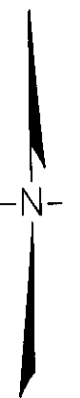
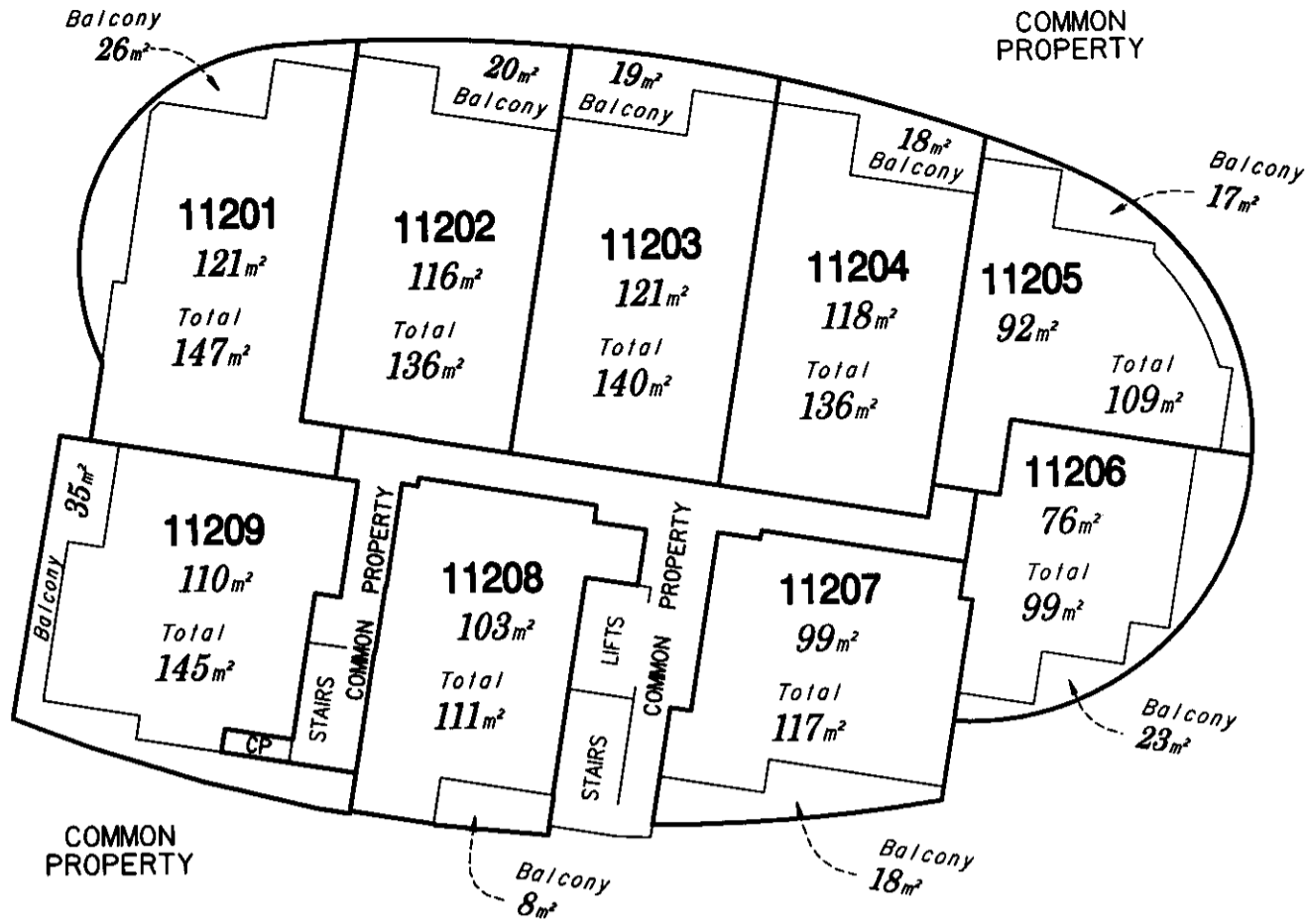
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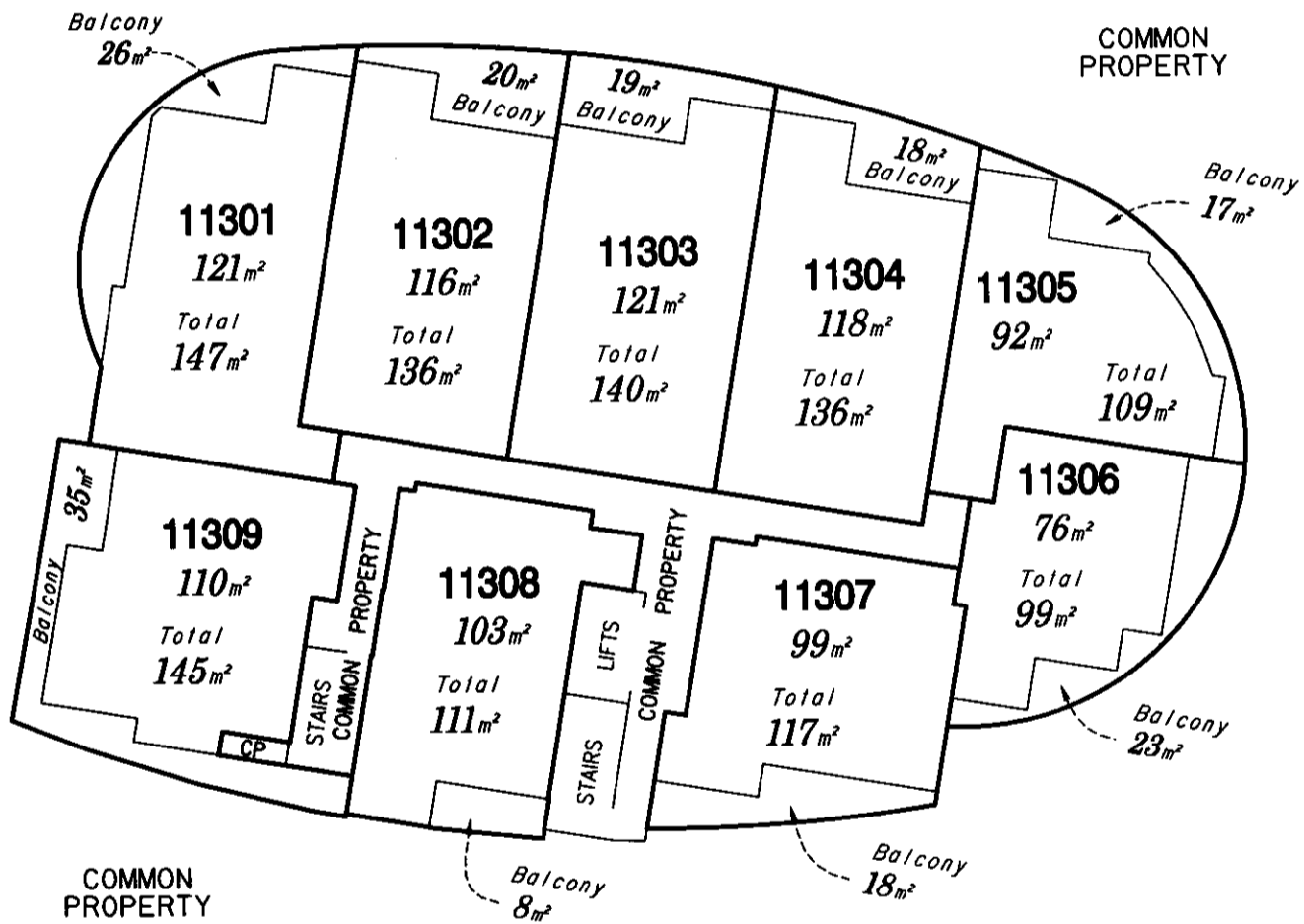
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Insert Plan Number **SP279571**

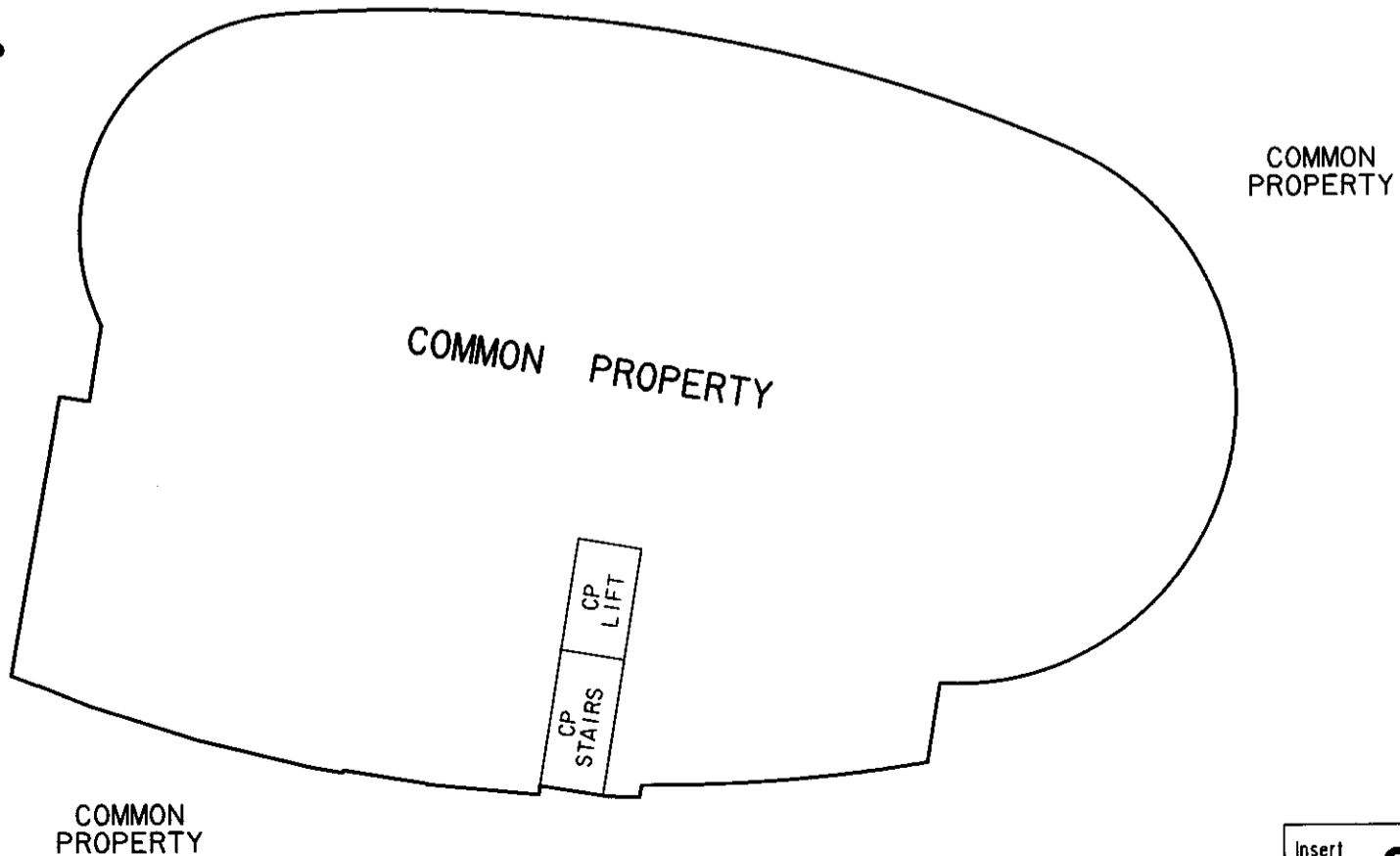
**LEVEL N**  
LEVEL 12



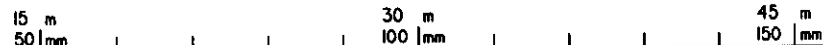
**LEVEL O**  
LEVEL 13



**LEVEL P**  
ROOF



SCALE 1:300



State copyright reserved.

Insert Plan Number **SP279571**

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, Performance solutions, or Special conditions for the swimming pool (If applicable)**

If an exemption or performance 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 performance 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.



19 June 2026

WATERPOINT RESIDENCES ONE CTS 48064  
Registered for GST

ABN 58 291 569 511

## Tax Invoice

Infotrack  
PO Box 10314 Adelaide Street  
BRISBANE QLD 4001

Ref

Re Lot 1801 WATERPOINT RESIDENCES ONE CTS 48064

Fee 84.10 Paid

Above Fee includes GST

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

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

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

BSB 067-970  
StrataPay Ref 144070301

Bill Code 74625  
StrataPay Ref 144070301

Any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.

**BCCM****Form 33**

Department of Justice

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

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

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

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

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

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

This certificate does not include information about:

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

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

**The community management statement**

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

## The Office of the Commissioner for Body Corporate and Community Management

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

### The information in this certificate is issued on 19/06/2026

#### Becoming an owner

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

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

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

#### How to get more information

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

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

## Contacting the body corporate

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

#### Name and number of the community titles scheme

**WATERPOINT RESIDENCES ONE**

CTS No. **48064**

#### Body corporate manager

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

#### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Amy Lucivero**

Company: **Bright & Duggan (QLD) Pty Ltd**

Phone: **5532 1900**

Email:

#### Accessing records

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

The body corporate manager named above.

## Property and community titles scheme details

### Lot and plan details

Lot number: **1801**

Plan type and number: **279571**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

### Regulation module

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

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Accommodation**

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

### Layered arrangements of community titles schemes

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

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

**Yes**

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

### Building management statement

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

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

**No**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
09/09/22	All	Car space & storage allocations	Schedule E description of lots allocated exclusive use areas of common property
09/09/22	2101	Balcony exclusive use	balcony space A Sketch Plan G
11/11/21	21004	Over bonnet storage unit - exclusive use car space	As per approval letter
25/01/24	11301	Over bonnet storage unit - exclusive use car space	Over bonnet storage unit - exclusive use car space

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
09/12/17	2303	Over bonnet car storage unit - exclusive use car space	As per approval letter  Over bonnet car storage unit - exclusive use car space

## 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: **10**

Total contribution schedule lot entitlements for all lots: **2,391**

### Interest schedule

Interest schedule lot entitlement for the lot: **62**

Total interest schedule lot entitlements for all lots: **12,894**

### 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 **1801** for the current financial year: \$ **6,739.86**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/25 to 28/02/26	01/12/25	1,663.11	1,330.49	04/11/25
01/03/26 to 31/05/26	01/03/26	1,663.11	1,330.49	03/02/26
01/06/26 to 31/08/26	01/06/26	1,706.82	1,365.46	04/05/26
01/09/26 to 30/11/26	01/09/26	1,706.82	1,365.46	
01/12/26****28/02/27	01/12/26	1,684.96	1,347.97	
01/03/27****31/05/27	01/03/27	1,684.96	1,347.97	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **1801** for the current financial year: \$ **1,035.14**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/25 to 28/02/26	01/12/25	230.03	184.02	04/11/25
01/03/26 to 31/05/26	01/03/26	230.03	184.02	03/02/26
01/06/26 to 31/08/26	01/06/26	287.54	230.03	04/05/26
01/09/26 to 30/11/26	01/09/26	287.54	230.03	
01/12/26****28/02/27	01/12/26	258.78	207.02	
01/03/27****31/05/27	01/03/27	258.78	207.02	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

### Special contributions - Administrative Fund (IF ANY)

Date determined: **23/03/26** (Access the body corporate records for more information).

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

### Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue
			Amount Unpaid including amounts billed not yet due

### Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/12/25 to 28/02/26	01/12/25	171.39	171.39	04/11/25
Insurance	01/03/26 to 31/05/26	01/03/26	171.39	171.39	03/02/26
Insurance	01/06/26 to 31/08/26	01/06/26	58.36	58.36	04/05/26
Insurance	01/09/26 to 30/11/26	01/09/26	58.36	58.36	
Insurance	01/12/26 to 28/02/27	01/12/26	114.87	114.87	
Insurance	01/03/27 to 31/05/27	01/03/27	114.87	114.87	

### Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

No other amounts payable for the lot.

### Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions		<b>Nil</b>
Special contributions		<b>Nil</b>
Other contributions		<b>Nil</b>
Other payments		<b>Nil</b>
Penalties		<b>Nil</b>
Total amount overdue	(Total Amount Unpaid including not yet due \$0.00)	<b>Nil</b>

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

## Common property and assets

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

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://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 - last sinking fund report: 07/06/20

**Current sinking fund balance (as at date of certificate): \$ 1,024,073.73**

### Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
------	-------------	------------

### Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
2 x Large Outdoor Umbrellas	Furniture & Fittings		Anthony's Shade Sails Pty Ltd	\$0.00	\$0.00	\$8,000.00
8 x White Outdoor Chairs	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
2 x White Outdoor Tables	Furniture & Fittings			\$0.00	\$0.00	\$3,000.00
5 x Timber Outdoor Sunbeds	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
1 x 55" Soniq TV	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
1x Fisher & Paykel Fridge	Furniture & Fittings			\$0.00	\$0.00	\$3,000.00
512L French Door - Silver						
"The Genuis"NN-SD6915	Furniture & Fittings			\$0.00	\$0.00	\$800.00
DeLonghi Oven (Built In)	Furniture & Fittings			\$0.00	\$0.00	\$600.00
1 x Glass Top Indoor Table	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
8 x White Indoor Chairs	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
1 x Indoor White Fabric Couch	Furniture & Fittings			\$0.00	\$0.00	\$2,000.00
Glass Entertainment Unit	Furniture & Fittings			\$0.00	\$0.00	\$1,500.00
Located under TV						
1 x Red Fabric Couch (Receptio	Furniture & Fittings			\$0.00	\$0.00	\$3,000.00
1 x Red Fabric Ottoman (Recept						
1 x Red Floor Rug (Reception)	Furniture & Fittings			\$0.00	\$0.00	\$1,500.00
2x Large Outdoor Concrete Pots	Furniture & Fittings			\$0.00	\$0.00	\$6,000.00
RDG Janitor Cart Blue/Bag	Plant and Machinery	13/06/16	Reward Distribution 1 / 25 Upton Street BUNDALL QLD 4217	\$0.00	\$0.00	\$197.59
SS Luggage Trolley	Plant and Machinery	20/03/17	Hotel Equipment Australia 2 Snowbird Place WISHART QLD 4122	\$0.00	\$0.00	\$2,369.75
Floor Sweeper 50%	Plant and Machinery	29/09/17	XO2 42 Junction Road BURLEIGH HEADS QLD 4220	\$0.00	\$0.00	\$3,491.95
Swiftco Bin Trailer	Plant and Machinery	29/04/20	Swiftco Trailers	\$0.00	\$0.00	\$1,272.83
1/3 of cost						

## Insurance

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

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

### Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU Underwriting Agencies	01GS558763	128,557,674.00	141,402.97	14/08/26	\$5,000 all claims & as per policy
PUBLIC LIABILITY CHU Underwriting Agencies	01GS558763	50,000,000.00	Included	14/08/26	
COMMON AREA CONTENTS CHU Underwriting Agencies	01GS558763	1,285,577.00	Included	14/08/26	
LOSS OF RENT CHU Underwriting Agencies	01GS558763	19,283,651.00	Included	14/08/26	
FIDELITY GUARANTEE CHU Underwriting Agencies	01GS558763	250,000.00	Included	14/08/26	
VOLUNTARY WORKERS CHU Underwriting Agencies	01GS558763	200,000/2,000	Included	14/08/26	
OFFICE BEARERS CHU Underwriting Agencies	01GS558763	10,000,000.00	Included	14/08/26	
MACHINERY BREAKDOWN CHU Underwriting Agencies	01GS558763	250,000.00	Included	14/08/26	\$1,000 all claims
CATASTROPHE CHU Underwriting Agencies	01GS558763	19,476,488.00	Included	14/08/26	
GOVERNMENT AUDIT COS CHU Underwriting Agencies	01GS558763	30,000.00	Included	14/08/26	
WH&S APPEAL EXPENSES CHU Underwriting Agencies	01GS558763	150,000.00	Included	14/08/26	

### Alternative insurance

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

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

**No**

## Lot owner and occupier insurance

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

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

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** Magnus QLD PTY LTD  
Magnus QLD PTY LTD

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

**Yes - Name of authorised letting agent:** Magnus QLD PTY LTD  
Magnus QLD PTY LTD

## Embedded network electricity supply

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

**Yes**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

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

**Name/s** Bright & Duggan (QLD) Pty Ltd

**Positions/s held** Body Corporate Manager

**Date** 19/06/2026

**Signature/s** \_\_\_\_\_



### Copies of documents given with this certificate:

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

# WATERPOINT RESIDENCES ONE CTS 48064

5 Harbour Side Court Biggera Waters Qld 4216

## BALANCE SHEET

AS AT 19 JUNE 2026

	ACTUAL 19/06/2026	ACTUAL 30/11/2025
<b><u>OWNERS FUND</u></b>		
Administrative Fund	187,349.51	15,802.78
Sinking Fund	1,024,073.73	914,730.49
<b><u>TOTAL</u></b>	<b><u>\$ 1,211,423.24</u></b>	<b><u>\$ 930,533.27</u></b>
 <b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
 <b><u>CURRENT ASSETS</u></b>		
Cash At Bank	896,088.30	552,884.73
Term Investment 246794150	115,667.12	113,408.95
Term Investment 260866439	0.00	286,723.58
Term Investment 258030741	84,610.12	82,037.27
Term Investment 284184892	114,874.42	112,602.70
Petty Cash Float	500.00	500.00
Levies In Arrears	27,782.91	3,691.03
Other Arrears	2,101.82	2,047.53
Insurance Claims	0.00	22,997.04
Prepaid Expenses	0.00	240,062.90
Electricity Cash At Bank	0.00	11,105.32
<b><u>TOTAL ASSETS</u></b>	<b><u>1,241,624.69</u></b>	<b><u>1,428,061.05</u></b>
 <b><u>LIABILITIES</u></b>		
Gst Clearing Account	11,968.96	9,877.81
Arrears Clearing Account	279.40	0.00
Creditors	(39.27)	5,383.64
Accrued Expenses	0.00	68,568.65
Next Year Discounts	0.00	(70,084.41)
Levies In Advance	17,934.06	358,694.97
Electricity In Advance	0.00	97,581.42
Other Payments In Advance	58.30	27,505.70
<b><u>TOTAL LIABILITIES</u></b>	<b><u>30,201.45</u></b>	<b><u>497,527.78</u></b>
 <b><u>NET ASSETS</u></b>	 <b><u>\$ 1,211,423.24</u></b>	 <b><u>\$ 930,533.27</u></b>

# WATERPOINT RESIDENCES ONE CTS 48064

5 Harbour Side Court Biggera Waters Qld 4216

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2025 TO 19 JUNE 2026

	ACTUAL	BUDGET	ACTUAL
	01/12/25-19/06/26	01/12/25-30/11/26	01/12/24-30/11/25
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Administrative Fund	1,093,999.88	1,465,000.00	1,445,998.56
Discount - Admin Fund	(209,049.15)	(293,000.00)	(267,043.20)
Insurance Levy	75,840.16	86,873.35	129,618.76
Interest On Overdue Levies	1,010.28	0.00	4,642.80
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>961,801.17</b>	<b>1,258,873.35</b>	<b>1,313,216.92</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Accounting - Audit Fee	0.00	2,800.00	2,800.00
Accounting - Bas Preparation	620.00	1,240.00	1,240.00
Accounting - Tax Returns	0.00	310.00	295.00
Anchor Bolts	1,650.00	2,550.00	2,525.00
Admin - Stratamax Software Fee	960.00	1,760.00	1,920.00
Admin - Document Archive	990.00	0.00	0.00
Bank Charges - Transaction Fee	501.78	1,000.00	808.77
Fees & Registrations	2,010.11	0.00	0.00
Building Repairs	11,093.07	2,000.00	27,084.27
Caretaker	237,698.48	432,778.01	420,826.60
Cleaning	7,764.86	17,000.00	17,237.06
Cleaning - Carpets	2,963.63	2,860.00	2,859.08
Cleaning - Bins/Garbage Shutes	3,870.00	7,000.00	7,200.00
Cleaning - Windows	0.00	6,000.00	2,400.00
Consultancy	2,333.34	2,500.00	8,036.36
Electrical Repairs	10,115.80	8,000.00	7,663.05
Fire Protection Contract	14,637.68	15,000.00	18,409.10
Fire Evacuation Plan	400.00	400.00	400.00
Garden & Grounds	0.00	250.00	77.00
Insurance - Excess	0.00	5,000.00	0.00
Insurance - Building Component	61,168.36	86,873.35	118,859.14
Insurance - Other	22,916.64	32,546.97	26,028.02
Insurance - Claim Invoices	20,906.40	0.00	6,173.00
Insurance - Claim Refund	(13,317.60)	0.00	(3,673.00)
Insurance - Stamp Duty	7,069.69	10,040.61	12,734.70
Legal Services	4,480.00	3,000.00	7,462.99
Lift Maintenance	15,331.95	32,000.00	32,242.50
Management Fees	12,300.00	24,540.00	25,001.94
Management Fees - Additional	8,612.16	6,500.00	12,095.84
Management Fees - Comms/Disb	8,610.00	17,178.00	17,055.78
Management Fees - Add/Disb	5,936.68	9,200.00	9,588.74
Management Fees - Audit Prep	0.00	1,850.00	2,400.00
Membrane Maintenance	0.00	2,000.00	0.00
Pest Control	1,560.00	4,850.00	4,832.73

# WATERPOINT RESIDENCES ONE CTS 48064

5 Harbour Side Court Biggera Waters Qld 4216

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2025 TO 19 JUNE 2026

	ACTUAL	BUDGET	ACTUAL
	01/12/25-19/06/26	01/12/25-30/11/26	01/12/24-30/11/25
Pool Maintenance	4,118.60	5,000.00	4,969.34
Pool Safety Registration	184.86	282.00	281.15
Plant & Equipment	8,452.73	15,000.00	22,082.45
Plumbing & Maintenance	300.00	5,000.00	4,095.63
Pumps & Motor Maintenance	937.40	0.00	0.00
Security Services	17,218.60	68,874.40	0.00
Stormwater System Lease	21,328.93	35,500.00	35,028.61
Shared Facilities Contribution	310,725.34	408,753.60	425,354.98
Taxes & Fees - Backflow	968.00	700.00	696.00
Taxes & Fees - Other	38.33	70.00	67.30
Taxes/Fees - Lift Registration	0.00	2,200.00	2,138.56
Telephone - Lift Line	840.00	1,400.00	1,320.00
Utilities - Electricity	58,848.81	360,000.00	227,923.49
Utilities - Electricity Reimb	(115,134.88)	(340,000.00)	(201,966.33)
Utilities - Elect Rebate/Div	0.00	(63,887.26)	(35,400.00)
Utilities - Water & Sewerage	28,244.69	35,000.00	36,256.67
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>790,254.44</b>	<b>1,272,919.68</b>	<b>1,315,431.52</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 171,546.73</b>	<b>\$ (14,046.33)</b>	<b>\$ (2,214.60)</b>
Opening Admin. Balance	15,802.78	15,802.78	18,017.38
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 187,349.51</b>	<b>\$ 1,756.45</b>	<b>\$ 15,802.78</b>

# WATERPOINT RESIDENCES ONE CTS 48064

5 Harbour Side Court Biggera Waters Qld 4216

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2025 TO 19 JUNE 2026

	ACTUAL	BUDGET	ACTUAL
	01/12/25-19/06/26	01/12/25-30/11/26	01/12/24-30/11/25
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Sinking Fund	162,501.04	225,000.00	200,000.64
Discount - Sinking Fund	(30,942.76)	(45,000.00)	(36,557.39)
Interest Received	13,147.28	0.00	25,582.52
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>144,705.56</b>	<b>180,000.00</b>	<b>189,025.77</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
Carpet	0.00	5,000.00	0.00
Building Repairs	30,830.37	10,000.00	21,817.10
Electrical	0.00	0.00	27,720.00
Furniture & Fittings	0.00	3,000.00	0.00
Income Tax Expense	0.00	0.00	4,601.70
Income Tax Instalments	4,531.95	0.00	8,128.00
Painting & Surface Finish	0.00	10,000.00	3,652.28
Pool/Garden Fence	0.00	2,500.00	0.00
Plant & Equipment	0.00	0.00	16,781.35
Membrane Replacement	0.00	0.00	160,692.80
Painting Exterior	0.00	510,766.00	0.00
Signs	0.00	0.00	275.91
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>35,362.32</b>	<b>541,266.00</b>	<b>243,669.14</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 109,343.24</b>	<b>\$ (361,266.00)</b>	<b>\$ (54,643.37)</b>
Opening Sinking Fund Balance	914,730.49	914,730.49	969,373.86
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 1,024,073.73</b>	<b>\$ 553,464.49</b>	<b>\$ 914,730.49</b>

721970602

Serial Number

EF 470 \$101.76

13/09/2022 14:49:51

OFFICE USE ONLY

This form is authorised by legislation and is to be used for recording. For more information see

the Department's website.

721970602

Duty Imprint

**1. Nature of request**

Request to Record a new Community Management Statement for the Body Corporate for Waterpoint Residences One Community Titles Scheme 48064

**Lodger (Name, address, E-mail & phone number)**

JG Settlements on behalf of  
Mathews Hunt Legal  
Tower One Southport Central Suite 1701, Lvl 7, 56 Scarborough Street, Southport Qld 4215  
Tel: 617 5555 8000 Ref: PH:JC:106726  
Email: admin@mathewshuntlegal.com.au

**Lodger Code**EF  
219**2. Lot on Plan Description****Title Reference**

Common Property for Body Corporate for Waterpoint Residences One Community Titles Scheme 48064

51016847

**3. Registered Proprietor/State Lessee**

Body Corporate for Waterpoint Residences One Community Titles Scheme 48064

**4. Interest**

Not Applicable.

**5. Applicant**

Body Corporate for Waterpoint Residences One CTS 48064

**6. Request**

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for Body Corporate for Waterpoint Residences One Community Titles Scheme 48064.

**7. Execution by applicant**

09/09/2022  
Execution Date



Peter Anthony Urquhart Hunt  
Solicitor's Signature

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

**48064**

SITED WITH  
AT FORM 18C GENERAL REQUEST; AND

This statement incorporates and must  
include the following:

- A FORM 18C (IF NO EXEMPTION TO THE  
PLANNING BODY CMS NOTATION APPLIES).  
A NEW CMS MUST BE LODGED WITHIN THREE (3)  
MONTHS OF THE DATE OF CONSENT BY THE BODY  
CORPORATE

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

Office use only  
CMS LABEL NUMBER

- 
- |   |   |
|---|---|
| <b>1. Name of community titles scheme</b><br>WATERPOINT RESIDENCES ONE COMMUNITY<br>TITLES SCHEME 48064 | <b>2. Regulation module</b><br>ACCOMMODATION MODULE |
|---|---|
- 
- 3. Name of body corporate**  
BODY CORPORATE FOR WATERPOINT RESIDENCES ONE COMMUNITY TITLES SCHEME 48064
- 
- |  |                        |
|--|------------------------|
| <b>4. Scheme land</b><br>Lot on Plan Description<br>SEE ENLARGED PANEL | <b>Title Reference</b> |
|--|------------------------|
- 
- |  |   |
|--|---|
| <b>5. #Name and address of original owner</b><br>N/A | <b>6. Reference to plan lodged with this statement</b><br>N/A |
|--|---|

# first community management statement only

- 
- 7. New CMS exemption to planning body community management statement notation (if applicable\*)**  
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

**8. Execution by original owner/Consent of body corporate**



06/09/2022  
Execution Date

.....  
Name: Anne De Witt  
Chairperson/Secretary

.....  
Name: Robyn Richardson  
Committee Member

**\*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 [ 51016847 ]

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of WATERPOINT RESIDENCES ONE Community Titles Scheme 48064	51016847
Lot 1 on SP 279571	51016848
Lot 1101 on SP 279571	51016849
Lot 1102 on SP 279571	51016850
Lot 1103 on SP 279571	51016851
Lot 1104 on SP 279571	51016852
Lot 1105 on SP 279571	51016853
Lot 1106 on SP 279571	51016854
Lot 1107 on SP 279571	51016855
Lot 1108 on SP 279571	51016856
Lot 1109 on SP 279571	51016857
Lot 1201 on SP 279571	51016858
Lot 1202 on SP 279571	51016859
Lot 1203 on SP 279571	51016860
Lot 1204 on SP 279571	51016861
Lot 1205 on SP 279571	51016862
Lot 1206 on SP 279571	51016863
Lot 1207 on SP 279571	51016864
Lot 1208 on SP 279571	51016865
Lot 1209 on SP 279571	51016866
Lot 1301 on SP 279571	51016867
Lot 1302 on SP 279571	51016868
Lot 1303 on SP 279571	51016869
Lot 1304 on SP 279571	51016870
Lot 1305 on SP 279571	51016871
Lot 1306 on SP 279571	51016872
Lot 1307 on SP 279571	51016873
Lot 1308 on SP 279571	51016874
Lot 1309 on SP 279571	51016875
Lot 1401 on SP 279571	51016876

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 1402 on SP 279571	51016877
Lot 1403 on SP 279571	51016878
Lot 1404 on SP 279571	51016879
Lot 1405 on SP 279571	51016880
Lot 1406 on SP 279571	51016881
Lot 1407 on SP 279571	51016882
Lot 1408 on SP 279571	51016883
Lot 1409 on SP 279571	51016884
Lot 1501 on SP 279571	51016885
Lot 1502 on SP 279571	51016886
Lot 1503 on SP 279571	51016887
Lot 1504 on SP 279571	51016888
Lot 1505 on SP 279571	51016889
Lot 1506 on SP 279571	51016890
Lot 1507 on SP 279571	51016891
Lot 1508 on SP 279571	51016892
Lot 1509 on SP 279571	51016893
Lot 1601 on SP 279571	51016894
Lot 1602 on SP 279571	51016895
Lot 1603 on SP 279571	51016896
Lot 1604 on SP 279571	51016897
Lot 1605 on SP 279571	51016898
Lot 1606 on SP 279571	51016899
Lot 1607 on SP 279571	51016900
Lot 1608 on SP 279571	51016901
Lot 1609 on SP 279571	51016902
Lot 1701 on SP 279571	51016903
Lot 1702 on SP 279571	51016904
Lot 1703 on SP 279571	51016905
Lot 1704 on SP 279571	51016906
Lot 1705 on SP 279571	51016907

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 1706 on SP 279571	51016908
Lot 1707 on SP 279571	51016909
Lot 1708 on SP 279571	51016910
Lot 1709 on SP 279571	51016911
Lot 1801 on SP 279571	51016912
Lot 1802 on SP 279571	51016913
Lot 1803 on SP 279571	51016914
Lot 1804 on SP 279571	51016915
Lot 1805 on SP 279571	51016916
Lot 1806 on SP 279571	51016917
Lot 1807 on SP 279571	51016918
Lot 1808 on SP 279571	51016919
Lot 1809 on SP 279571	51016920
Lot 1901 on SP 279571	51016921
Lot 1902 on SP 279571	51016922
Lot 1903 on SP 279571	51016923
Lot 1904 on SP 279571	51016924
Lot 1905 on SP 279571	51016925
Lot 1906 on SP 279571	51016926
Lot 1907 on SP 279571	51016927
Lot 1908 on SP 279571	51016928
Lot 1909 on SP 279571	51016929
Lot 11001 on SP 279571	51016930
Lot 11002 on SP 279571	51016931
Lot 11003 on SP 279571	51016932
Lot 11004 on SP 279571	51016933
Lot 11005 on SP 279571	51016934
Lot 11006 on SP 279571	51016935
Lot 11007 on SP 279571	51016936
Lot 11008 on SP 279571	51016937
Lot 11009 on SP 279571	51016938

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 11101 on SP 279571	51016939
Lot 11102 on SP 279571	51016940
Lot 11103 on SP 279571	51016941
Lot 11104 on SP 279571	51016942
Lot 11105 on SP 279571	51016943
Lot 11106 on SP 279571	51016944
Lot 11107 on SP 279571	51016945
Lot 11108 on SP 279571	51016946
Lot 11109 on SP 279571	51016947
Lot 11201 on SP 279571	51016948
Lot 11202 on SP 279571	51016949
Lot 11203 on SP 279571	51016950
Lot 11204 on SP 279571	51016951
Lot 11205 on SP 279571	51016952
Lot 11206 on SP 279571	51016953
Lot 11207 on SP 279571	51016954
Lot 11208 on SP 279571	51016955
Lot 11209 on SP 279571	51016956
Lot 11301 on SP 279571	51016957
Lot 11302 on SP 279571	51016958
Lot 11303 on SP 279571	51016959
Lot 11304 on SP 279571	51016960
Lot 11305 on SP 279571	51016961
Lot 11306 on SP 279571	51016962
Lot 11307 on SP 279571	51016963
Lot 11308 on SP 279571	51016964
Lot 11309 on SP 279571	51016965
Lot 2001 on SP 283744	51052273
Lot 2002 on SP 283744	51052274
Lot 2101 on SP 283744	51052275
Lot 2102 on SP 283744	51052276

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 2103 on SP 283744	51052277
Lot 2104 on SP 283744	51052278
Lot 2105 on SP 283744	51052279
Lot 2106 on SP 283744	51052280
Lot 2107 on SP 283744	51052281
Lot 2108 on SP 283744	51052282
Lot 2109 on SP 283744	51052283
Lot 2110 on SP 283744	51052284
Lot 2201 on SP 283744	51052285
Lot 2202 on SP 283744	51052286
Lot 2203 on SP 283744	51052287
Lot 2204 on SP 283744	51052288
Lot 2205 on SP 283744	51052289
Lot 2206 on SP 283744	51052290
Lot 2207 on SP 283744	51052291
Lot 2208 on SP 283744	51052292
Lot 2209 on SP 283744	51052293
Lot 2210 on SP 283744	51052294
Lot 2301 on SP 283744	51052295
Lot 2302 on SP 283744	51052296
Lot 2303 on SP 283744	51052297
Lot 2304 on SP 283744	51052298
Lot 2305 on SP 283744	51052299
Lot 2306 on SP 283744	51052300
Lot 2307 on SP 283744	51052301
Lot 2308 on SP 283744	51052302
Lot 2309 on SP 283744	51052303
Lot 2310 on SP 283744	51052304
Lot 2401 on SP 283744	51052305
Lot 2402 on SP 283744	51052306
Lot 2403 on SP 283744	51052307

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 2404 on SP 283744	51052308
Lot 2405 on SP 283744	51052309
Lot 2406 on SP 283744	51052310
Lot 2407 on SP 283744	51052311
Lot 2408 on SP 283744	51052312
Lot 2409 on SP 283744	51052313
Lot 2410 on SP 283744	51052314
Lot 2501 on SP 283744	51052315
Lot 2502 on SP 283744	51052316
Lot 2503 on SP 283744	51052317
Lot 2504 on SP 283744	51052318
Lot 2505 on SP 283744	51052319
Lot 2506 on SP 283744	51052320
Lot 2507 on SP 283744	51052321
Lot 2508 on SP 283744	51052322
Lot 2509 on SP 283744	51052323
Lot 2510 on SP 283744	51052324
Lot 2601 on SP 283744	51052325
Lot 2602 on SP 283744	51052326
Lot 2603 on SP 283744	51052327
Lot 2604 on SP 283744	51052328
Lot 2605 on SP 283744	51052329
Lot 2606 on SP 283744	51052330
Lot 2607 on SP 283744	51052331
Lot 2608 on SP 283744	51052332
Lot 2609 on SP 283744	51052333
Lot 2610 on SP 283744	51052334
Lot 2701 on SP 283744	51052335
Lot 2702 on SP 283744	51052336
Lot 2703 on SP 283744	51052337
Lot 2704 on SP 283744	51052338

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 2705 on SP 283744	51052339
Lot 2706 on SP 283744	51052340
Lot 2707 on SP 283744	51052341
Lot 2708 on SP 283744	51052342
Lot 2709 on SP 283744	51052343
Lot 2710 on SP 283744	51052344
Lot 2801 on SP 283744	51052345
Lot 2802 on SP 283744	51052346
Lot 2803 on SP 283744	51052347
Lot 2804 on SP 283744	51052348
Lot 2805 on SP 283744	51052349
Lot 2806 on SP 283744	51052350
Lot 2807 on SP 283744	51052351
Lot 2808 on SP 283744	51052352
Lot 2809 on SP 283744	51052353
Lot 2810 on SP 283744	51052354
Lot 2901 on SP 283744	51052355
Lot 2902 on SP 283744	51052356
Lot 2903 on SP 283744	51052357
Lot 2904 on SP 283744	51052358
Lot 2905 on SP 283744	51052359
Lot 2906 on SP 283744	51052360
Lot 2907 on SP 283744	51052361
Lot 2908 on SP 283744	51052362
Lot 2909 on SP 283744	51052363
Lot 2910 on SP 283744	51052364
Lot 21001 on SP 283744	51052365
Lot 21002 on SP 283744	51052366
Lot 21003 on SP 283744	51052367
Lot 21004 on SP 283744	51052368
Lot 21005 on SP 283744	51052369

Title Reference [ 51016847 ]

Lot on Plan Description	Title Reference
Lot 21006 on SP 283744	51052370
Lot 21007 on SP 283744	51052371
Lot 21008 on SP 283744	51052372
Lot 21009 on SP 283744	51052373
Lot 21010 on SP 283744	51052374
Lot 21101 on SP 283744	51052375
Lot 21102 on SP 283744	51052376
Lot 21103 on SP 283744	51052377
Lot 21104 on SP 283744	51052378
Lot 21105 on SP 283744	51052379
Lot 21106 on SP 283744	51052380
Lot 21107 on SP 283744	51052381
Lot 21108 on SP 283744	51052382
Lot 21109 on SP 283744	51052383
Lot 21110 on SP 283744	51052384
Lot 21201 on SP 283744	51052385
Lot 21202 on SP 283744	51052386
Lot 21203 on SP 283744	51052387
Lot 21204 on SP 283744	51052388
Lot 21205 on SP 283744	51052389
Lot 21206 on SP 283744	51052390
Lot 21207 on SP 283744	51052391
Lot 21208 on SP 283744	51052392
Lot 21209 on SP 283744	51052393
Lot 21210 on SP 283744	51052394

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on SP 279571	1	18
Lot 1101 on SP 279571	10	62
Lot 1102 on SP 279571	10	62
Lot 1103 on SP 279571	10	62
Lot 1104 on SP 279571	10	62
Lot 1105 on SP 279571	10	51
Lot 1106 on SP 279571	10	46
Lot 1107 on SP 279571	10	46
Lot 1108 on SP 279571	10	46
Lot 1109 on SP 279571	10	46
Lot 1201 on SP 279571	10	62
Lot 1202 on SP 279571	10	62
Lot 1203 on SP 279571	10	62
Lot 1204 on SP 279571	10	62
Lot 1205 on SP 279571	10	51
Lot 1206 on SP 279571	10	46
Lot 1207 on SP 279571	10	46
Lot 1208 on SP 279571	10	46
Lot 1209 on SP 279571	10	46
Lot 1301 on SP 279571	10	62
Lot 1302 on SP 279571	10	62
Lot 1303 on SP 279571	10	62
Lot 1304 on SP 279571	10	62
Lot 1305 on SP 279571	10	51
Lot 1306 on SP 279571	10	46
Lot 1307 on SP 279571	10	46
Lot 1308 on SP 279571	10	46
Lot 1309 on SP 279571	10	46
Lot 1401 on SP 279571	10	62
Lot 1402 on SP 279571	10	62
Lot 1403 on SP 279571	10	62
Lot 1404 on SP 279571	10	62
Lot 1405 on SP 279571	10	51
Lot 1406 on SP 279571	10	46
Lot 1407 on SP 279571	10	46
Lot 1408 on SP 279571	10	46
Lot 1409 on SP 279571	10	46
Lot 1501 on SP 279571	10	62

Lot 1502 on SP 279571	10	62
Lot 1503 on SP 279571	10	62
Lot 1504 on SP 279571	10	62
Lot 1505 on SP 279571	10	51
Lot 1506 on SP 279571	10	46
Lot 1507 on SP 279571	10	46
Lot 1508 on SP 279571	10	46
Lot 1509 on SP 279571	10	46
Lot 1601 on SP 279571	10	62
Lot 1602 on SP 279571	10	62
Lot 1603 on SP 279571	10	62
Lot 1604 on SP 279571	10	62
Lot 1605 on SP 279571	10	51
Lot 1606 on SP 279571	10	46
Lot 1607 on SP 279571	10	46
Lot 1608 on SP 279571	10	46
Lot 1609 on SP 279571	10	46
Lot 1701 on SP 279571	10	62
Lot 1702 on SP 279571	10	62
Lot 1703 on SP 279571	10	62
Lot 1704 on SP 279571	10	62
Lot 1705 on SP 279571	10	51
Lot 1706 on SP 279571	10	46
Lot 1707 on SP 279571	10	46
Lot 1708 on SP 279571	10	46
Lot 1709 on SP 279571	10	46
Lot 1801 on SP 279571	10	62
Lot 1802 on SP 279571	10	62
Lot 1803 on SP 279571	10	62
Lot 1804 on SP 279571	10	62
Lot 1805 on SP 279571	10	51
Lot 1806 on SP 279571	10	46
Lot 1807 on SP 279571	10	46
Lot 1808 on SP 279571	10	46
Lot 1809 on SP 279571	10	46
Lot 1901 on SP 279571	10	62
Lot 1902 on SP 279571	10	62
Lot 1903 on SP 279571	10	62
Lot 1904 on SP 279571	10	62
Lot 1905 on SP 279571	10	51
Lot 1906 on SP 279571	10	46

Lot 1907 on SP 279571	10	46
Lot 1908 on SP 279571	10	46
Lot 1909 on SP 279571	10	46
Lot 11001 on SP 279571	10	62
Lot 11002 on SP 279571	10	62
Lot 11003 on SP 279571	10	62
Lot 11004 on SP 279571	10	62
Lot 11005 on SP 279571	10	51
Lot 11006 on SP 279571	10	46
Lot 11007 on SP 279571	10	46
Lot 11008 on SP 279571	10	46
Lot 11009 on SP 279571	10	46
Lot 11101 on SP 279571	10	62
Lot 11102 on SP 279571	10	62
Lot 11103 on SP 279571	10	62
Lot 11104 on SP 279571	10	62
Lot 11105 on SP 279571	10	51
Lot 11106 on SP 279571	10	46
Lot 11107 on SP 279571	10	46
Lot 11108 on SP 279571	10	46
Lot 11109 on SP 279571	10	46
Lot 11201 on SP 279571	10	62
Lot 11202 on SP 279571	10	62
Lot 11203 on SP 279571	10	62
Lot 11204 on SP 279571	10	62
Lot 11205 on SP 279571	10	51
Lot 11206 on SP 279571	10	46
Lot 11207 on SP 279571	10	46
Lot 11208 on SP 279571	10	46
Lot 11209 on SP 279571	10	46
Lot 11301 on SP 279571	10	62
Lot 11302 on SP 279571	10	62
Lot 11303 on SP 279571	10	62
Lot 11304 on SP 279571	10	62
Lot 11305 on SP 279571	10	51
Lot 11306 on SP 279571	10	46
Lot 11307 on SP 279571	10	46
Lot 11308 on SP 279571	10	46
Lot 11309 on SP 279571	10	46
Lot 2001 on SP 283744	10	66
Lot 2002 on SP 283744	10	63

Lot 2101 on SP 283744	10	62
Lot 2102 on SP 283744	10	62
Lot 2103 on SP 283744	10	62
Lot 2104 on SP 283744	10	62
Lot 2105 on SP 283744	10	46
Lot 2106 on SP 283744	10	46
Lot 2107 on SP 283744	10	51
Lot 2108 on SP 283744	10	51
Lot 2109 on SP 283744	10	46
Lot 2110 on SP 283744	10	51
Lot 2201 on SP 283744	10	62
Lot 2202 on SP 283744	10	62
Lot 2203 on SP 283744	10	62
Lot 2204 on SP 283744	10	62
Lot 2205 on SP 283744	10	46
Lot 2206 on SP 283744	10	46
Lot 2207 on SP 283744	10	51
Lot 2208 on SP 283744	10	51
Lot 2209 on SP 283744	10	46
Lot 2210 on SP 283744	10	51
Lot 2301 on SP 283744	10	62
Lot 2302 on SP 283744	10	62
Lot 2303 on SP 283744	10	62
Lot 2304 on SP 283744	10	62
Lot 2305 on SP 283744	10	46
Lot 2306 on SP 283744	10	46
Lot 2307 on SP 283744	10	51
Lot 2308 on SP 283744	10	51
Lot 2309 on SP 283744	10	46
Lot 2310 on SP 283744	10	51
Lot 2401 on SP 283744	10	62
Lot 2402 on SP 283744	10	62
Lot 2403 on SP 283744	10	62
Lot 2404 on SP 283744	10	62
Lot 2405 on SP 283744	10	46
Lot 2406 on SP 283744	10	46
Lot 2407 on SP 283744	10	51
Lot 2408 on SP 283744	10	51
Lot 2409 on SP 283744	10	46
Lot 2410 on SP 283744	10	51
Lot 2501 on SP 283744	10	62

Lot 2502 on SP 283744	10	62
Lot 2503 on SP 283744	10	62
Lot 2504 on SP 283744	10	62
Lot 2505 on SP 283744	10	46
Lot 2506 on SP 283744	10	46
Lot 2507 on SP 283744	10	51
Lot 2508 on SP 283744	10	51
Lot 2509 on SP 283744	10	46
Lot 2510 on SP 283744	10	51
Lot 2601 on SP 283744	10	62
Lot 2602 on SP 283744	10	62
Lot 2603 on SP 283744	10	62
Lot 2604 on SP 283744	10	62
Lot 2605 on SP 283744	10	46
Lot 2606 on SP 283744	10	46
Lot 2607 on SP 283744	10	51
Lot 2608 on SP 283744	10	51
Lot 2609 on SP 283744	10	46
Lot 2610 on SP 283744	10	51
Lot 2701 on SP 283744	10	62
Lot 2702 on SP 283744	10	62
Lot 2703 on SP 283744	10	62
Lot 2704 on SP 283744	10	62
Lot 2705 on SP 283744	10	46
Lot 2706 on SP 283744	10	46
Lot 2707 on SP 283744	10	51
Lot 2708 on SP 283744	10	51
Lot 2709 on SP 283744	10	46
Lot 2710 on SP 283744	10	51
Lot 2801 on SP 283744	10	62
Lot 2802 on SP 283744	10	62
Lot 2803 on SP 283744	10	62
Lot 2804 on SP 283744	10	62
Lot 2805 on SP 283744	10	46
Lot 2806 on SP 283744	10	46
Lot 2807 on SP 283744	10	51
Lot 2808 on SP 283744	10	51
Lot 2809 on SP 283744	10	46
Lot 2810 on SP 283744	10	51
Lot 2901 on SP 283744	10	62
Lot 2902 on SP 283744	10	62

Lot 2903 on SP 283744	10	62
Lot 2904 on SP 283744	10	62
Lot 2905 on SP 283744	10	46
Lot 2906 on SP 283744	10	46
Lot 2907 on SP 283744	10	51
Lot 2908 on SP 283744	10	51
Lot 2909 on SP 283744	10	46
Lot 2910 on SP 283744	10	51
Lot 21001 on SP 283744	10	62
Lot 21002 on SP 283744	10	62
Lot 21003 on SP 283744	10	62
Lot 21004 on SP 283744	10	62
Lot 21005 on SP 283744	10	46
Lot 21006 on SP 283744	10	46
Lot 21007 on SP 283744	10	51
Lot 21008 on SP 283744	10	51
Lot 21009 on SP 283744	10	46
Lot 21010 on SP 283744	10	51
Lot 21101 on SP 283744	10	62
Lot 21102 on SP 283744	10	62
Lot 21103 on SP 283744	10	62
Lot 21104 on SP 283744	10	62
Lot 21105 on SP 283744	10	46
Lot 21106 on SP 283744	10	46
Lot 21107 on SP 283744	10	51
Lot 21108 on SP 283744	10	51
Lot 21109 on SP 283744	10	46
Lot 21110 on SP 283744	10	51
Lot 21201 on SP 283744	10	62
Lot 21202 on SP 283744	10	62
Lot 21203 on SP 283744	10	62
Lot 21204 on SP 283744	10	62
Lot 21205 on SP 283744	10	46
Lot 21206 on SP 283744	10	46
Lot 21207 on SP 283744	10	51
Lot 21208 on SP 283744	10	51
Lot 21209 on SP 283744	10	46
Lot 21210 on SP 283744	10	51
<b>TOTALS</b>	<b>2391</b>	<b>12894</b>

The contribution schedule principle under s46 (7) of the Body Corporate and Community Management Act 1997 ("Act") on which the contribution schedule entitlements have been decided is the Equality Principle. The interest schedule lot entitlements reflect the respective market values of the lots.

The contribution entitlement for:

- the manager's office (lot 1 on SP 279571) ('manager's office');

is 1, due to the extent to which that lot will use the facilities and services for the Scheme. Having regards to the nature, features and characteristics of the manager's office and the purpose for which the manager's office is used compared to the lots used for residential purposes (the manager's office is intended to be used as an office only, and not for a residence), it is just and equitable for the manager's office to have a contribution schedule lot entitlement of 1.

See Schedule B for further details.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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There is to be no further development of the Waterpoint Residences One Community Titles Scheme, however the below sets out arrangements in respect to the Waterpoint Residences Principal Community Titles Scheme, the layering arrangements and of how the Scheme Land was developed:

- 1 The Scheme is a Subsidiary Scheme of Waterpoint Residences Principal Community Titles Scheme ("Principal Scheme"). For an explanation of the intended development of the Principal Scheme and its subsidiary schemes, see Schedule B of the Community Management Statement for the Principal Scheme.
- 2 The Scheme is a Basic Scheme.
- 3 The Scheme comprises of land subdivided by a building format plan, standard format plan and/or volumetric format plan (or any combination of those plans).
- 4 The Scheme land was developed progressively, in accordance with local government approvals (and the Original Owner and developer may apply for and obtain amendments / variations to such approvals at any time which may vary the size of, number of lots in, configuration of lots in, buildings comprising, or any other aspect of the Scheme).

#### REGULATION MODULE

- 5 It is anticipated that lots will predominantly be accommodation lots, and the Accommodation Module of regulations will apply to the Scheme.

#### PLANS AND APPROVALS

- 6 The land for the Scheme was developed in accordance with local government approvals (and the Original Owner and Developer may apply for and obtain amendments / variations to such approvals at any time which may vary the size of, number of lots in, configuration of lots in, buildings comprising, or any other aspect of the Scheme).

#### NUMBER AND USE OF LOTS

- 7 The Scheme consists of the lots set out in Schedule A of the CMS, and common property.

#### EASEMENTS

- 8 The Scheme Land may be subject to a number of easements for example:

- (a) Easements burdening and/or benefiting the Scheme land in favour of the local authority and/or any service providers for access and services;
- (b) Easements benefiting land within the Principal Scheme and burdening land within the Principal Scheme for the purposes of access, enjoyment and/or services.

The Scheme Land may be burdened or benefited by any other easements or covenants as required by the local authority, utility or service providers, or the Original Owner or Developer in order to complete the Scheme and Principal Scheme development.

- 9 Easements may be surrendered in whole or in part at any time, at the discretion of the Original Owner and/or Developer. For example, an access easement in favour of the Scheme may be cancelled in favour of providing access via existing or newly created common property.

## 10 LOT ENTITLEMENTS

- (a) The interest schedule lot entitlements and the contribution schedule lot entitlements for the current stage of subdivision are as set out in Schedule A.

The Original Owner and Developer have determined that the Equality Principle will be used to determine the contribution schedule lot entitlements. This will ensure that each lot in the Scheme contributes equally to the use of the Scheme common property, unless it would be just and equitable not to.

## EXCLUSIVE USE AREAS

- 11 At each stage of progressive development of the Scheme, it is anticipated that Schedule E of the Community Management Statement will be amended to include new and/or additional exclusive use areas for car parking purposes and/or storage purposes and/or balcony areas at the discretion of the Original Owner or Developer, and the Original Owner or Developer may allocate exclusive use areas using the mechanism in the by-laws for the Scheme.
- 12 Future allocations of common property under exclusive use by-laws may be made in each stage of the Development for the purpose of providing car parking and/or storage and/or balconies.

## FACILITY SHARING ARRANGEMENTS AND EASEMENTS

- 13 It is intended that there will be agreements in place between lots in the Principal Scheme (ie Subsidiary Schemes) for the sharing of the use and enjoyment of facilities forming part of the common property for those Schemes and their body corporate assets.
- 14 It is intended that there will be easements and/or access agreements in place between Subsidiary Schemes and/or the Principal Scheme for obtaining access to and over areas of common property of Subsidiary Schemes.

## FURTHER RECONFIGURATION OF LOTS AND CREATION OF COMMON PROPERTY FOR THE PRINCIPAL SCHEME

- 15 Prior to completion of the development of the Principal Scheme land, it is anticipated that lots and common property may be reconfigured to create different areas for those lots and more or less common property for the Principal Scheme or any Subsidiary Scheme.

## ADDING AREAS TO THE SCHEME OR REDUCING THE AREA OF THE SCHEME

- 16 Land may be added and removed to and from the Principal Scheme Land (ie to and from the Principal Scheme, or any areas of a Subsidiary Scheme), or dedicated, from time to time at the discretion of the Original Owner or the Developer, or as required by the local authority. This may or may not involve the registration of new Community Management Statements for the Scheme and Principal Scheme from time to time.

- 17 If the Original Owner or Developer add any land to the Scheme Land, or remove any land from the Scheme Land, then:
- (a) the Body Corporate agrees to accept a transfer of the additional land or sign a transfer to dispose of land (as the case may be) and a new Community Management Statement will be recorded to reflect the acquisition of, or disposal of, the land; and
  - (b) the Body Corporate must, as required by the Original Owner or Developer, grant access easements and/or facility sharing agreements as reasonably required in order to enable the supply of access and facilities to any land that is added or removed.

### NEW COMMUNITY MANAGEMENT STATEMENTS

- 18 In order to accommodate the completion of the Principal Scheme and each of its Subsidiary Schemes, including the subdivision of lots and to adjust the by-laws, contribution schedule lot entitlements and interest schedule lot entitlements, new Community Management Statements will be recorded at each stage of development as required by law.

### RESERVATIONS

- 19 Despite anything else in this Schedule, the:
- (a) areas of common property (size and location);
  - (b) facilities, landscaping, leases, licences, infrastructure and/or recreational areas affecting the Scheme Land at any stage;
  - (c) easements or covenants or facility sharing arrangements affecting the Scheme Land at any stage;
  - (d) terms of any service contracts or other contracts (such as contracts for supply of services, caretaking, management, letting) entered into by the Principal Scheme or the Scheme;

may alter depending on changes made to the development approvals relative to development, the market demand, site conditions, economic reasons, local authority requirements and other matters. For example, stages may be combined or there may be additional stages. The Original Owner and developer reserves the right to vary the total number of lots in the Scheme at its sole discretion.

- 20 Any plan numbers referred to in this Schedule B may change.

### CONSENT TO DEVELOPMENT

- 21 The Body Corporate and each lot owner agree to give their consent to the recording of any new Community Management Statement or any number of Community Management Statements that are required to complete the development of the Principal Scheme and the Scheme as required by the Original Owner and/or Developer.

### DEFINITIONS

- 22 In this schedule, the words 'original owner' and 'developer' have the meaning as set out in the Body Corporate and Community Management Act 1997 (or its replacement), the developer includes the owner of any standard format lot development parcel in the Scheme, and the original owner and developer may assign their rights under this Schedule to any other person (and such person may also assign those rights to other persons).

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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In addition to the Principal Scheme By-Laws, the following By-Laws apply to the Scheme:

**1 NUISANCE:**

An Owner or Occupier must not:

- (a) cause a nuisance or hazard;
- (b) interfere unreasonably with the use or enjoyment of another Lot included in the Scheme; or
- (c) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**2 VEHICLES:**

- (a) Owners and occupiers must comply with, and ensure that their invitees comply with, directions given by an authorised representative of the body corporate regarding the use of visitor car parking spaces.
- (b) The owner or occupier of a lot, and any occupier of any common property must not without the Body Corporate's written approval:
  - (i) park a vehicle or allow a vehicle to stand on the common property or any easement area or shared area to which the Body Corporate has use; or
  - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park, or other parking area to which the Body Corporate has use.
- (c) Approval under the above clause must state the period for which it is given.
- (d) However the Body Corporate may cancel an approval under the above clause by giving 7 days written notice to the owner or occupier.
- (e) An owner or occupier shall only allow bona fide visitors of lots to occupy an area designated as a visitor car parking space. The maximum time allowed at any one instance for parking in a visitor car parking space is six (6) hours.
- (f) Commercial vehicle facilities (if any) must only be used for short term loading and unloading of vehicles.
- (g) The Body Corporate committee is hereby authorised to erect any appropriate signage deemed necessary by the committee on the common property to notify owners and occupiers of lots, and occupiers of the common property of these by-laws, and the Body Corporate's requirements regarding parking and may, in addition to any other remedy available to the Body Corporate, issue warning letters (in its discretion) to any person suspected to be in breach of these by-laws, although the same need not be issued to enforce these by-laws.
- (h) In addition to being able to exercise its contractual rights and/or common law rights, to the extent that the same is not prohibited by the Body Corporate and Community Management Act 1997 (as amended), the Body Corporate, via the Committee is hereby authorised to remove any vehicle parked on the common property in contravention of these by-laws by engaging any towing company or towing service to remove the vehicle, at the owner and operator of the vehicle's (jointly and severally) sole expense and risk.
- (i) Upon request, each owner and occupier of the Scheme must provide the Body Corporate with the registration number, make and model of any vehicle they control which is likely to be at the Scheme from time to time.

**3 OBSTRUCTION:**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4 DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY:**

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
  - (i) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (ii) use a part of the Common Property as a garden.
- (b) Approval under 4(a) must state the period for which it is given.
- (c) However the Body Corporate may cancel an approval under 4(a) by giving seven (7) days written notice to the owner or occupier.

**5 DAMAGE TO COMMON PROPERTY:**

- (a) An owner or occupier of a lot must not, without the Body Corporate's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property.
- (b) However an owner or occupier may install a locking or safety device to protect the lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (c) The owner or occupier of the lot must keep a device installed under 5(b) in good order and repair.

**6 BEHAVIOUR OF INVITEES:**

An owner or occupier of a lot must take all reasonable steps to ensure that their invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**7 DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY:**

Subject to the requirements for garbage disposal under By-law 10, an owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**8 APPEARANCE OF LOT:**

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot, including without limitation a change to the colour of the exterior of the lot, unless the change is minor and does not detract from the amenity of the lot and its surrounds and provided any consent of the Body Corporate (as may be required by the Act and/or Regulation Module) has first been obtained.
- (b) Buildings and structures must not be painted in highly reflective, bright or obtrusive colours.
- (c) The owner or occupier of a lot must not, without the Body Corporate's written approval:
  - (i) hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or
  - (ii) display a sign, advertisement, placard, banner, pamphlet, flag or similar article if the article is visible from another lot or the common property or from outside the scheme land.

- (d) An owner or occupier shall not install, renovate, and/or replace curtains or blinds visible from outside any lot unless such curtains are approved by the Committee, and are ultra-violet protected. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Tinting of windows shall not be allowed unless approved by the Committee.
- (e) An owner or occupier shall not place on external balconies of the lot (or the roof of any building on the scheme land if the part of the lot is the roof) any furniture that is not made to be and intended to be used as outdoor furniture without the prior written approval by the Committee. Any furniture placed must be located in a way, or installed in a way, so as not to pose a safety concern.
- (f) No external blinds shall be erected without the previous consent in writing of the Body Corporate.
- (g) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

## 9 STORAGE OF FLAMMABLE LIQUIDS / FIRE RISK.

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this by-law does not apply to the storage of fuel in:
  - (i) the fuel tank of a vehicle, boat or internal combustion engine; or
  - (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- (d) This by-law does not apply to an engaged caretaker or letting agent for the Scheme storing flammable substances (provided that to do so is to assist in fulfilling their duties) on common property or their lot specified for storage.

## 10 GARBAGE DISPOSAL:

The owner or occupier of a lot must –

- (i) dispose of all garbage by the garbage/waste chute provided in the buildings on the scheme land or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;
- (ii) comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes and the use of any garbage bins/receptacles including those on the common property or those to which the body corporate has use;
- (iii) comply with all government local laws about the disposal of garbage;
- (iv) ensure that the owner or occupier does not, in disposing of garbage either in a bin/receptacle or down a chute, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;
- (v) ensure that their use of any garbage chute or bin/receptacle does not cause the surrounding area to become unclean or untidy, and that they do not knowingly overfill any garbage bin/receptacle or block any chute;
- (vi) ensure that empty bottles, boxes, used containers and similar contains are stored tidily and, so far as possible, out of sight.

**11 PATHWAYS AND DRIVEWAYS AND SHARED ARRANGEMENTS**

The pathways, boardwalks and drives on the land (and any facilities allowing for the parking of cars) and any easement giving access to the land shall only be used for a proper purpose and shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle or water craft so as to prevent the passage of other vehicles over the said pathways, drives, facilities and easement.

If the scheme has the benefit of any easement area/s or facility sharing agreement/s, then these by-laws shall apply to each owner and occupier, as far as practicable, to the areas the subject of the easement area/s and facility sharing agreement/s.

**12 KEEPING OF ANIMALS:**

- (a) Subject to section 181 of the Act, the owner or occupier of a lot shall not, without the approval in writing of the Committee keep any animal upon their lot or bring an animal onto the common property.
- (b) The Committee shall not unreasonably withhold its consent for the keeping on a lot of either a small domestic dog or cat which shall not grow to a weight greater than 10kgs and which shall not be likely to cause a nuisance to other owners and occupiers.
- (c) Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.
- (d) If the Committee does approve a pet, the Committee must impose the following conditions where it would be practicable and reasonable to do so:
  - (i) The pet must be kept in the lot the subject of the approval (and any exclusive use areas of the lot that are suitably enclosed) while the pet is present on the scheme land;
  - (ii) The pet is not permitted to roam on common property or into other lots;
  - (iii) The pet must be carried in hallways, lifts and lobbies and leashed or similarly restrained on Common Areas;
  - (iv) The pet is not permitted to make noise, or otherwise cause a nuisance, that unreasonably interferes with a person's use or enjoyment of another lot or common property;
  - (v) The pet is not permitted to defecate or urinate on common property, and if it does the same must be cleaned as soon as possible by the owner or occupier of the lot the subject of the approval;
  - (vi) All animal waste must be promptly and effectively disposed of to avoid spillage or odour;
  - (vii) All applicable local council regulations regarding keeping of the pet must be complied with;
  - (viii) All reasonable steps must be taken to keep the pet well-groomed, in good health, free from fleas and parasites, and vaccinated;
  - (ix) No additional, replacement or substitute pet may be brought onto the Lot or common property without the prior written approval of the Committee.

**13 NOTICE OF ACCIDENT:**

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved

to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the relevant building as often as may be necessary.

#### 14 NO FIRE RISKS:

An owner or occupier of a lot shall not bring to, do or keep anything in their lot which shall increase the rate of fire insurance on the scheme land or any property on the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

#### 15 USE OF LOTS:

- (a) All lots shall be used for residential purposes only except for Lot 1 which may also be used for the conduct of the caretaking and management of the building and for the business of the letting of lots and ancillary services ('Manager's Lot').
- (b) The owner or occupier of the Manager's Lot may conduct the business of letting of lots and the provision of ancillary services and may be licensed by any government department or authority for that purpose.
- (c) The Body Corporate is authorised to enter into Agreements from time to time with the owner or occupier of the Manager's Lot as to the conduct of the letting activities and any ancillary services on such terms and conditions as the Body Corporate deems fit by ordinary resolution in general meeting, in accordance with any legislation applying to the Scheme.

#### 15A PRIVATE RESIDENCE:

In this by-law 15A:

- (i) "Occupier" means the legal occupant from time to time of a Lot; and
- (ii) "Proprietor" means any proprietor of a Lot and includes, where the context allows, the proprietor's tenants, guests, invitees, servants and agents.

Each Proprietor shall not use or permit his Lot to be used other than as a private residence of the Proprietor or for accommodation of the Proprietor guests and visitors. Notwithstanding the foregoing, the Proprietor may rent out his Lot from time to time provided that in no event shall any individual rental be for a period of less than one (1) month.

#### 16 ALTERATIONS TO LOTS:

- (a) No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit) without the prior permission in writing of the Committee.
- (b) An Owner or Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Works) unless the Owner or Occupier has first obtained the written approval of the Committee.
- (c) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:
  - (i) The Floor Impact Isolation Class (FIIC) of the Works when completed must not be less than the following performance specification:

Area	FIIC
Kitchen	55
Lounge/bedroom	55

- (ii) Following the installation of the Works, if requested in writing by the Committee, the Owner or Occupier must at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner or Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
  - (iii) Where the FIIC of the completed Works is less than the level detailed in paragraph (c)(i), the Owner or Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(ii) must again be complied with by the Owner or Occupier.
  - (iv) Where the Works are installed and the FIIC complies with the requirements of paragraph (c)(i) and any other conditions imposed by the Committee, the Committee or its representative must notify the Body Corporate's insurers of the installation of the Works and the Owner or Occupier will be liable for any increase in premium as a result of the installation of the Works.
- (d) An Owner or Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.
  - (e) The granting of any approval by the Committee does not in any way relieve an Owner or Occupier of his or her responsibility under any other By-Laws.
  - (f) If an Owner or Occupier fails to comply with the terms of this by-law, then an Owner or Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.
  - (g) No alterations covered by this By-law shall be made to a lot without the Owner or Occupier first providing evidence of compliance with this By-law to the Body Corporate.

#### **17 COMMITTEE MAY MAKE RULES:**

The Committee may make rules relating to the Common Property and in particular as to security and for the Recreational Facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

#### **18 USE OF SWIMMING POOL AND OTHER RECREATIONAL FACILITIES:**

- (a) The swimming pool, and other Recreational Facilities shall not be used between the hours of 10.00p.m. and 7.00a.m.
- (b) Invitees and guests of an owner or occupier may not use any of the recreation facilities unless an owner or occupier accompanies them.
- (c) Children aged 12 years or younger in any recreational facility must be accompanied by an adult owner or occupier exercising effective control over them.
- (d) Alcoholic beverages must not be consumed in or around the swimming pool.
- (e) Food, glass, breakable items and pets must not be brought into the swimming pool area.
- (f) The Committee may make, amend, repeal and re-introduce reasonable policies and procedures regarding bookings of the Recreational Facilities, which must be complied with by the owners and occupiers in the Scheme provided that the Committee must keep owners and occupiers informed of such policies and procedures.

- (g) Owners and occupiers must not smoke when in a Recreational Facility (other than in any designated smoking area from time to time), and must comply with all laws that apply from time to time regarding smoking on common property.

## 19 COMPLIANCE WITH LAWS AND OBLIGATIONS APPLY TO TENANTS AND INVITEES:

The owner and occupier of each lot must comply with all laws and approvals in respect of the Scheme Land and use of any areas adjoining the Scheme Land.

The duties and obligations imposed by these By-Laws on an owner or occupier of a lot must be observed by the owner or occupier of lots and by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

## 20 SECURITY:

- (a) The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:
- (i) close off any part of the common property not required for ingress or egress to a lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
  - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
  - (iii) obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on common property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) The Body Corporate shall not be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

## 21 SECURITY KEYS AND INTERCOM:

- (a) If the Committee in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any gate, lock or similar security device, or the access to any lot or common property is otherwise restricted, the Committee may make such a number of keys, fobs or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefor as may be determined from time to time by the Committee.
- (b) An owner of a lot to whom any key, fob or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier;

- (c) An owner or occupier of a lot into whose possession any key, fob or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An owner or occupier of a lot who is issued with a key, fob or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced, and will be responsible for the cost of any replacement.
- (e) An owner or occupier of a lot shall exercise a high degree of caution and responsibility in using the intercom system to allow access to owners, occupiers and visitors. An owner or occupier of a lot must make reasonable enquiries to ascertain the identity of the visitor/occupier/owner requesting access before allowing same.

## 22 RECOVERY OF MONEY FOR DAMAGE:

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

## 23 RECOVERY OF MONEY FROM OWNERS:

- (a) If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-Law include any former owner or occupier of the relevant Lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-Laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.
- (b) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
  - (i) recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-laws of the Body Corporate;
  - (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's Lot, including but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.
- (c) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
  - (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's Lot failing which the purchaser of such Lot shall be liable to the Body Corporate for the payment of same.

**24 DEVELOPER'S DISPLAY UNIT:**

The original owner and developer may utilise any lot or lots as a display lot for the purpose of allowing prospective purchasers to inspect such lot or lots, and may place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme.

**25 RIGHT OF ACCESS:**

Where any utility infrastructure crosses through or over any part of a lot in the scheme or the common property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

**26 OVERRIDING BENEFIT TO DEVELOPER:**

Nothing in these By-Laws shall apply to constrain or deny the original owner or any successor or assignee of the original owner or the developer the right to fully and freely carry out any works, construction, repair or renovation within the Scheme or any part of the Development or to have any contractors, agents or employees undertake construction or sales activities within the scheme, and the original owner and their successors or assignees and the developer shall specifically have those rights.

Without limiting the above, the Original Owner and Developer may do anything on the Scheme Land and relevant to the Development (including on areas adjoining the Scheme Land such as a waterway) including without limitation:

- (a) Conducting excavation, earthworks, construction, construction of Recreational Facilities and other facilities, landscaping, and development of Subsidiary Schemes;
- (b) Erecting signage and permitting signage to be erected;
- (c) Bringing heavy earthmoving and construction equipment onto the Scheme Land;

without the consent of the Body Corporate or any lot owner or occupier and will not be in breach of the by-laws for doing so.

The Principal Scheme and each of the Subsidiary Schemes must not do anything which delays the Original Owner or Developer from completing the Development and development of any areas intended to be used as part of the Development, and must execute any documents reasonable required by the Original Owner or Developer to complete the Development.

The owner of each Lot hereby authorise the Original Owner and Developer to have full and free access across the Scheme Land for the purposes of conducting and completing the Development, and will not object to any noise, dust, construction activity, vehicles or other nuisance which may arise because of such activity.

**27 CAR PARKING AREAS - CLEANING AND MAINTENANCE:**

- (a) The owners and occupiers must keep the car parking levels of the scheme land in a clean and tidy condition at all times. Any parts of the car parking areas which are allocated as common property for exclusive use or as part of the title of a lot must be kept clean and tidy by the associated owner and occupier ("the entitled owner"). That entitled owner must not directly cause any rubbish in their

allocated area of common property to be blown, swept or otherwise moved to another area in the Scheme, other than to a suitable rubbish receptacle.

- (b) If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to so do if this By-law is not complied with by the entitled owner), the entitled owner must pay a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks, as a debt due and owing by the entitled owner and By-law 22 shall apply to such moneys. If they are granted exclusive use by the Body Corporate to that area, then the owner or occupier shall allow the Body Corporate access to the area of common property to which they are granted exclusive use to allow the Body Corporate to carry out any cleaning and maintenance.
- (c) If the Body Corporate has granted exclusive use over any car parking areas, then the Body Corporate may, but is not obliged to, from time to time authorise a service contractor/caretaker to clean and/or maintain areas of common property which have been granted by way of exclusive use to an occupier or owner. In respect of all areas of exclusive use granted to an owner or occupier, that owner or occupier must act reasonably to allow the service contractor/caretaker access to the specific area of common property for the purposes of maintenance and/or cleaning as per the contract with the Body Corporate.
- (d) Owners and occupiers shall ensure that if they, or their guests, use any bicycle parking facilities, same are used in a proper manner and for their intended purpose, use does not impede car parking spaces and no rubbish or graffiti is left in that area following use.

## **28 RESTRICTED ACCESS TO CAR PARKS:**

So as to regulate the proper use of car parking areas within the scheme by those persons entitled to their use, the Body Corporate may install and maintain gates and similar devices across the driveway on the common property or any access driveways which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card, intercom or similar devices. Such gates may also be subject to an intercom system.

## **29 EXCLUSIVE USE AREAS - Car Spaces and Storage Spaces (if any)**

- (a) The Original Owner and any agent of the Original Owner (which includes the Developer) is authorised to allocate the exclusive use of that part of the Common Property (Car Spaces and Storage Spaces) to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading by-law 29, and the owner and occupier of the lot in the Scheme identified in Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property identified in Schedule E adjacent to their lot number and shown on the plan/s attached hereto and marked with the letter as specified in Schedule E, for the use as specified in Schedule E.
- (b) The following conditions apply to use of an area specified for use as a car space:-
  - (i) the Car Space must only used for the purpose referred to in Schedule E;
  - (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Car Space clean and tidy. Where any repairs or cleaning are required to the Car Space due to its use by the Owner or Occupier or persons authorised by them (for example, oil stains), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations and by law 29 (b) (iii), the Body Corporate must carry out its duties in relation to the Car Space;
  - (iii) an Approved Storage Device may be installed by the Occupier or Owner in the relevant Car Space but only in accordance with the approval and rules specified by the Committee and any applicable law (including requirements of the local authority). Any items stored in the Car

Space must be stored in an Approved Storage Device. The Owner is solely liable for all costs related to the Approved Storage Device;

- (iv) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.
- (c) An Occupier of a Lot must not park any motor vehicle, motor bike, trailer, boat or similar thing upon the Common Property unless the exclusive use of that part of the Common Property has been allocated to that Lot for that purpose.
- (d) The following conditions apply to use of an area specified for use as a Storage Space:
  - (i) the Storage Space must only be used as a storage space;
  - (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Storage Space clean and tidy. Where any repairs or cleaning are required to the Storage Space due to its use by the Owner or Occupier or persons authorised by them, the Owners and Occupiers are jointly and severally liable to pay for the cost of them. The Body Corporate must carry out its duties in relation to the Storage Space;
  - (iii) the relevant Owner and Occupier must allow the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Storage Space for any proper purpose.
- (e) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this by-law 29 then the Body Corporate, and persons authorised by it, may enter upon the Car Space or the Storage Space as the case may be for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (f) The Body Corporate may, but is not obliged to, from time to time authorise a service contractor/caretaker to clean and/or maintain areas of common property which have been granted by way of exclusive use to an occupier or owner. In respect of all areas of exclusive use granted to an owner or occupier, that owner or occupier must act reasonably to allow the service contractor/caretaker access to the specific area of common property for the purposes of maintenance and/or cleaning as per the contract with the Body Corporate.

### **30 SUPPLY OF ELECTRICITY, GAS OR HOT WATER:**

The Body Corporate has authority to and may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a supply system for the scheme for electricity, gas and/or hot water to the common property and lots in the Scheme, (hereinafter called "energy products") and in such case the following shall apply in respect of any such energy products:-

- (a) each owner and occupier of a lot shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source, and must provide to the Body Corporate with a bond or security deposit for such usage if the same is requested from the Committee. The Body Corporate shall have the power to sell energy products to each owner and occupier, however the price to be charged by the Body Corporate to each owner and occupier for the supply of reticulated electricity shall be at a rate determined by taking into account all charges relative to the supply of the electricity, without profit to the Body Corporate and shall not exceed the maximum amount that may be charged under the Electricity Act;
- (b) the Body Corporate shall arrange (by itself or via contracts or lease) for the installation of separate energy product meters for each lot;

- (c) the Body Corporate shall not be required to supply to any owner or occupier energy products requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (e) to the extent allowed under the Regulation Modules, the Body Corporate may charge owners and occupiers for the supply of reticulated energy products, including the cost of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.
- (f) the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts (or if the period for payment is less than the minimum time prescribed by law, then the minimum time prescribed by law)
- (g) liability to pay an account rendered in relation to a lot pursuant to this By-law is enforceable jointly and severally against the occupier and owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (h) in the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
  - (i) recover the amount of the unpaid amount or amounts (whether or not a normal 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 energy products to the relevant lot; and/or
  - (iii) if a bond/security deposit has been paid, draw on such amount needed to cover any payment required, or if there is insufficient draw on the entire bond/security deposit, provided the Body Corporate reserves the right to require that the bond/security deposit is reinstated to its original amount.
- (i) An owner or occupier shall ensure that any energy product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy products installations.
- (j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- (k) Any owner or occupier that uses energy supplied to or by the Body Corporate (or where the Body Corporate would incur costs in respect of such supply) must ensure that, before using such energy in respect of their lot, they have agreed to any supply agreement determined by the Body Corporate from time to time, and have otherwise notified the Committee of their details for the purpose of the Body Corporate providing those details to a supplier of energy.
- (l) Owners and occupiers of lots must do everything necessary to allow the Body Corporate to comply with its lawful obligations in respect of the supply of energy products.

### **31 STORMWATER MANAGEMENT PLAN AND SQID MAINTENANCE MANAGEMENT PLAN**

- (a) The Body Corporate must comply in all respects with the requirements and recommendations of the Stormwater Management Plan dated 13 May 2015 prepared by Odyssey Consulting Group and titled "Conceptual Stormwater and Flood Hazard Management Plan, Proposed Residential Development Marina Shores, Biggera Waters". Such Stormwater Management Plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

- (b) The Body Corporate must comply in all respects with the requirements of the Stormwater Quality Improvement Device (SQID) Maintenance Management Plan approved by the Council of the City of Gold Coast relevant to the Development, and any other SQID Maintenance Management Plan produced for the Development from time to time ("SQID Plan"). Such SQID Plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

### **32 USE OF STUDY/MEDIA ROOMS**

- (a) Study rooms/media rooms must not be used as a bedroom or converted to a bedroom. Owners must ensure that any occupiers of their Lot are aware of this restriction, by including such restriction in the tenancy agreement.

### **33 MARINA BERTH AREAS**

- (a) See the By-Laws of the Principal Scheme regarding use and regulation of Marina areas.

### **34 COUNCIL OF CITY OF GOLD COAST LOCAL LAW 17**

- (a) The Body Corporate acknowledges its responsibilities in respect of prescribed works pursuant to Gold Coast City Council Local Law 17 (Maintenance of Works in Waterway Areas) 2013 ("Local Law 17").
- (b) In respect of any 'prescribed works' as defined in Local Law 17, the Body Corporate acknowledges that a person who is responsible for the prescribed works are, at their cost, required to maintain and keep those prescribed works in:
  - (i) a safe condition; and
  - (ii) good working order, repair and condition, including so that they can continue to perform their intended function.
- (c) Owner and occupiers of Lots must not alter, deface, damage or carry out any works to a prescribed work without the prior written consent of the Committee.

### **35 INTERPRETATION:**

- (a) For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- (b) If any part of a by-law is illegal, void, or invalid then that part of the relevant by-law shall be read down or severed as necessary so as to preserve the balance of the by-law, but if such preservation would make the balance of the by-law unable to operate then the by-law itself will be severed and all other by-laws will remain in full force.
- (c) In these By-laws, except where inconsistent with the context, words used have the meaning set out in the Act and the following terms have the following meanings:-

"the Act" means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended and replaced from time to time;

"Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

"common property" means the common property of the Scheme;

"Development" means the development of Waterpoint Residences as contemplated in Schedule B of the Community Management Statement for the Principal Scheme to create a layered scheme containing roads, infrastructure, landscaping, facilities and recreational lots in multi-level buildings.

"Lot" means a Lot that is part of the Scheme.

"Original Owner" and "Developer" have the meaning as set out in the Act and the developer includes the owner of any standard format lot development parcel in the Scheme from time to time, and the original owner and developer may assign their rights under the by-laws to any other person (and such person may also assign those rights to other persons).

"Principal Scheme" means the Principal Community Titles Scheme to which the Scheme the subject of these by-laws is a Lot owner.

"Recreational Facilities" means the following areas (if any) on the common property of the Scheme:

- Pool;
- Barbeque area;
- Function Room;
- Other areas associated with the above.

"Regulation Module" or "Module" means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed.

"Subsidiary Scheme" means each Subsidiary Body Corporate which is a member of the Principal Scheme.

### **36 APPLICATION OF THESE BY-LAWS**

- (a) If there is any inconsistency between these by-laws and the by-laws for the Principal Scheme, then these by-laws are invalid to the extent of any inconsistency.

### **37 EXCLUSIVE USE OF BALCONY AREA**

The Original Owner and any agent of the Original Owner (which includes the Developer) is authorised to allocate the exclusive use of that part of the Common Property (Balcony Areas) to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading by-law 37, and the owner and occupier of the lot in the Scheme identified in Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property identified in Schedule E adjacent to their lot number and shown on the plan/s attached hereto (or attached from time to time) and marked with the letter as specified in Schedule E, for the use as specified in Schedule E.

The owner and occupier are jointly and severally liable to keep the relevant balcony clean and tidy and maintained, and must pay the operating costs associated with the balcony.

If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this by-law 37 then the Body Corporate, and persons authorised by it, may enter upon the balcony for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

### **38 USE OF LOTS**

38.1 In this by-law 38:

- (a) **Occupier** means:
- (i) each Owner; and
  - (ii) any occupier of a Lot and includes:

- (A) a mortgagee in possession;
  - (B) a tenant or lessee (of a Lot or a part of a Lot); and
  - (C) an occupier of a part of a Lot.
- (b) **Owner** has the meaning defined by the Body Corporate and Community Management Act and includes the successors in title and assigns of the Owner.
- 38.2 Owners and Occupiers must not use or permit Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.
- 38.3 Notwithstanding By-law 38.2, an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 1 month.
- 38.4 Lots must not be used or allowed to be used:
- (a) for any purpose that may cause a nuisance or hazard;
  - (b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
  - (c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
  - (d) for any purpose that may endanger the safety of persons within the Scheme; or
  - (e) for a purpose or in a manner contrary to the relevant planning instrument, any approval for the Scheme or any other applicable law
- 38.5 Owners and Occupiers must not:
- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
  - (b) advertise that the Lot is available for lease or occupancy, in breach of these by-laws.
- 38.6 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of the Lot contrary to this by-law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, approval for the Scheme, the certificate of classification for the building(s) in the Scheme or the conditions of any insurance policy effected by the Body Corporate for the Scheme.

### 39 SMOKING

An Owner or Occupier must not:

- (a) cause a nuisance or hazard;
- (b) interfere unreasonably with the use or enjoyment of another Lot included in the Scheme; or
- (c) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property,

by smoking:

- (i) anywhere on the Common Property;

- (ii) on the balcony of a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift; and
- (iii) in a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.

<b>SCHEDULE D      OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**SERVICES LOCATION DIAGRAM :**

Services Location Diagram over all lots identified in Item 4 of this Community Management Statement and that part of Common Property in WATERPOINT RESIDENCES ONE Community Titles Scheme 48064 in the form annexed marked 'Plan SLD'.

<u>Lots on Plan or CP</u>	<u>Statutory Easement</u>	<u>Service Location Diagram</u>
Common Property of WATERPOINT RESIDENCES ONE Community Titles Scheme 48064	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1, 1101-1109 1201-1209, 1301-1309 1401-1409, 1501-1509 1601-1609, 1701-1709 1801-1809, 1901-1909 11001-11009, 11101-11109, 11201-11209 and 11301 - 11309 on SP 279571	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 2001, 2002 2101-2110, 2201-2210 2301-2310, 2401-2410 2501-2510, 2601-2610 2701-2710, 2801-2810 2901-2910, 21001-21010 21101-21110, 21201-21210 on SP 283744	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD

<b>SCHEDULE E      DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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**Car Space Allocations and Storage Space Allocations****Exclusive Use Areas****By-law 29 - Car Space Allocations and Storage Space Allocations:**

Lot Number on Plan	Car Space	Sketch Plan
Lot 1 on SP 279571	308	J
Lot 1101 on SP 279571	90, 91	A
Lot 1102 on SP 279571	1	A
Lot 1103 on SP 279571	2	A
Lot 1104 on SP 279571	3	A
Lot 1105 on SP 279571	4	A
Lot 1106 on SP 279571	5	A
Lot 1107 on SP 279571	6	A
Lot 1108 on SP 279571	7	A
Lot 1109 on SP 279571	8	A
Lot 1201 on SP 279571	26, 27	A
Lot 1202 on SP 279571	9	A
Lot 1203 on SP 279571	10	A
Lot 1204 on SP 279571	11	A
Lot 1205 on SP 279571	12	A
Lot 1206 on SP 279571	13	A
Lot 1207 on SP 279571	14	A
Lot 1208 on SP 279571	15	A
Lot 1209 on SP 279571	16	A
Lot 1301 on SP 279571	24, 25	A
Lot 1302 on SP 279571	17	A
Lot 1303 on SP 279571	68	A
Lot 1304 on SP 279571	69	A
Lot 1305 on SP 279571	70	A
Lot 1306 on SP 279571	71	A

Lot 1307 on SP 279571	72	A
Lot 1308 on SP 279571	73	A
Lot 1309 on SP 279571	67	A
Lot 1401 on SP 279571	22,23	A
Lot 1402 on SP 279571	89	A
Lot 1403 on SP 279571	82	B
Lot 1404 on SP 279571	83	B
Lot 1405 on SP 279571	84	B
Lot 1406 on SP 279571	81	B
Lot 1407 on SP 279571	85	A
Lot 1408 on SP 279571	136	H
Lot 1409 on SP 279571	87	A
Lot 1501 on SP 279571	20,21	A
Lot 1502 on SP 279571	88	A
Lot 1503 on SP 279571	54	B
Lot 1504 on SP 279571	53	B
Lot 1505 on SP 279571	52	B
Lot 1506 on SP 279571	51	B
Lot 1507 on SP 279571	50	B
Lot 1508 on SP 279571	49	B
Lot 1509 on SP 279571	48	B
Lot 1601 on SP 279571	18, 19	A
Lot 1602 on SP 279571	47	B
Lot 1603 on SP 279571	46	B
Lot 1604 on SP 279571	45	B
Lot 1605 on SP 279571	44	B

Lot 1606 on SP 279571	43	B
Lot 1607 on SP 279571	42	B
Lot 1608 on SP 279571	196	H
Lot 1609 on SP 279571	55	B
Lot 1701 on SP 279571	40, 41	B
Lot 1702 on SP 279571	79	B
Lot 1703 on SP 279571	78, 173	B, H
Lot 1704 on SP 279571	77	B
Lot 1705 on SP 279571	76	B
Lot 1706 on SP 279571	56	B
Lot 1707 on SP 279571	57	B
Lot 1708 on SP 279571	58	B
Lot 1709 on SP 279571	59	B
Lot 1801 on SP 279571	38, 39	B
Lot 1802 on SP 279571	62	A
Lot 1803 on SP 279571	75	B
Lot 1804 on SP 279571	127	C
Lot 1805 on SP 279571	128	C
Lot 1806 on SP 279571	129	C
Lot 1807 on SP 279571	130	C
Lot 1808 on SP 279571	131	C
Lot 1809 on SP 279571	102	C
Lot 1901 on SP 279571	36, 37	B
Lot 1902 on SP 279571	61	B
Lot 1903 on SP 279571	74	B
Lot 1904 on SP 279571	64	A

Lot 1905 on SP 279571	132	C
Lot 1906 on SP 279571	135	C
Lot 1907 on SP 279571	104	C
Lot 1908 on SP 279571	103	C
Lot 1909 on SP 279571	106	C
Lot 11001 on SP 279571	34, 35	B
Lot 11002 on SP 279571	60	B
Lot 11003 on SP 279571	63	A
Lot 11004 on SP 279571	65	A
Lot 11005 on SP 279571	66	A
Lot 11006 on SP 279571	107	C
Lot 11007 on SP 279571	108	C
Lot 11008 on SP 279571	109	C
Lot 11009 on SP 279571	110	C
Lot 11101 on SP 279571	32, 33	B
Lot 11102 on SP 279571	92, 93	A
Lot 11103 on SP 279571	94, 95	A
Lot 11104 on SP 279571	96, 97	A
Lot 11105 on SP 279571	111	C
Lot 11106 on SP 279571	112	C
Lot 11107 on SP 279571	113	C
Lot 11108 on SP 279571	114	C
Lot 11109 on SP 279571	174	H
Lot 11201 on SP 279571	30, 31	B
Lot 11202 on SP 279571	121, 122	C
Lot 11203 on SP 279571	133, 134	C

Lot 11204 on SP 279571	100, 101	A
Lot 11205 on SP 279571	125	C
Lot 11206 on SP 279571	126	C
Lot 11207 on SP 279571	105	C
Lot 11208 on SP 279571	80	B
Lot 11209 on SP 279571	123	C
Lot 11301 on SP 279571	28, 29	B
Lot 11302 on SP 279571	115, 116	C
Lot 11303 on SP 279571	117, 118	C
Lot 11304 on SP 279571	119, 120	C
Lot 11305 on SP 279571	124	C
Lot 11306 on SP 279571	86	A
Lot 11307 on SP 279571	197	H
Lot 11308 on SP 279571	137, 138	H
Lot 11309 on SP 279571	98, 99	A
Lot 2001 on SP 283744	286, 287	F
Lot 2002 on SP 283744	270, 271	F
Lot 2101 on SP 283744	249, 250	F
Lot 2102 on SP 283744	255, 256	F
Lot 2103 on SP 283744	268	F
Lot 2104 on SP 283744	207, 210	E
Lot 2105 on SP 283744	266	F
Lot 2106 on SP 283744	265	F
Lot 2107 on SP 283744	264	F
Lot 2107 on SP 283744	309	J
Lot 2108 on SP 283744	263	F

Lot 2109 on SP 283744	262	F
Lot 2110 on SP 283744	261	F
Lot 2201 on SP 283744	247, 248	F
Lot 2202 on SP 283744	204, 240	E
Lot 2203 on SP 283744	205	E
Lot 2203 on SP 283744	303	J
Lot 2204 on SP 283744	269	F
Lot 2205 on SP 283744	214	E
Lot 2206 on SP 283744	213	E
Lot 2207 on SP 283744	212	E
Lot 2208 on SP 283744	220	E
Lot 2209 on SP 283744	208	E
Lot 2210 on SP 283744	198	E
Lot 2301 on SP 283744	245, 246	F
Lot 2302 on SP 283744	201	E
Lot 2303 on SP 283744	202	E
Lot 2304 on SP 283744	203	E
Lot 2305 on SP 283744	218	E
Lot 2306 on SP 283744	217	E
Lot 2307 on SP 283744	216	E
Lot 2308 on SP 283744	215	E
Lot 2309 on SP 283744	162	H
Lot 2310 on SP 283744	161	H
Lot 2401 on SP 283744	243, 244	F
Lot 2402 on SP 283744	186	H
Lot 2403 on SP 283744	187	H

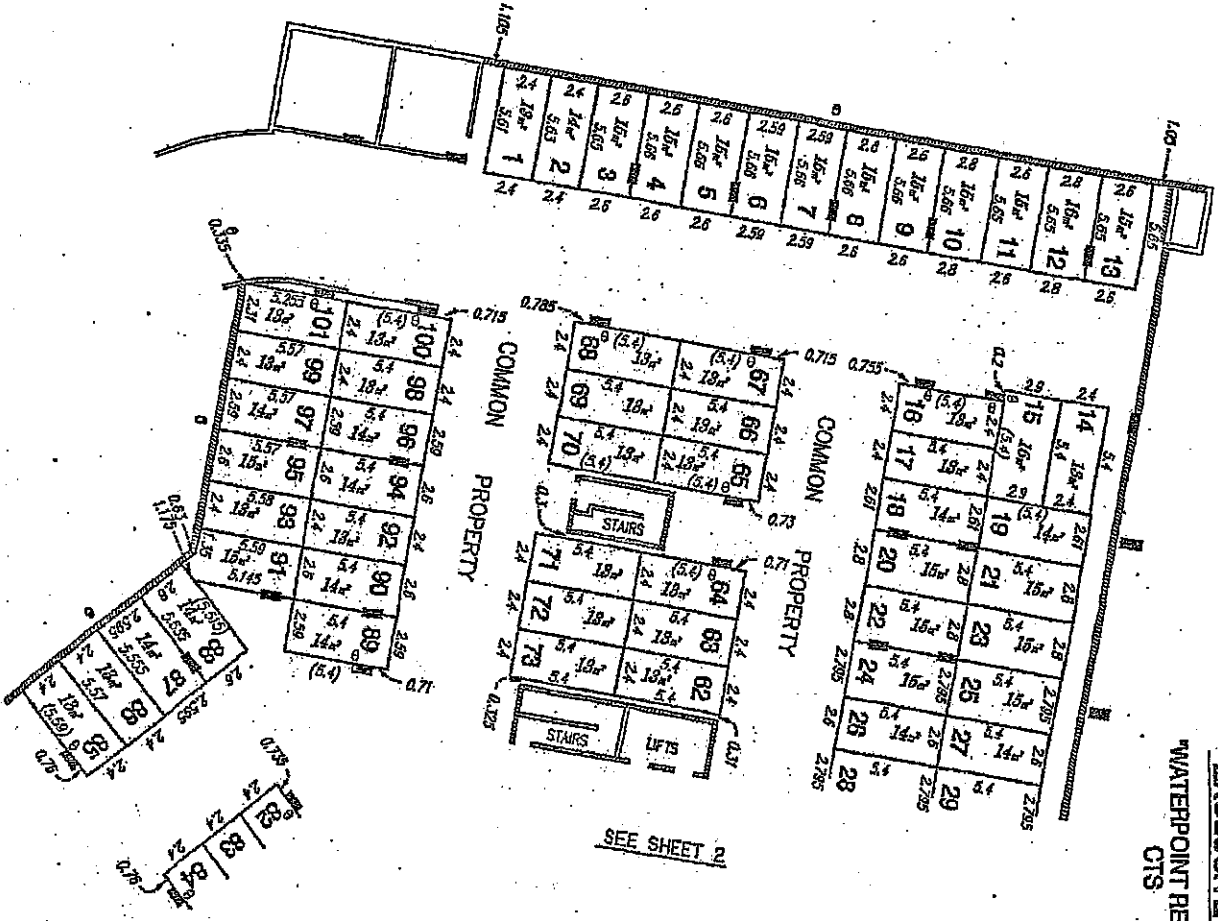
Lot 2404 on SP 283744	199, 223	E
Lot 2405 on SP 283744	200	E
Lot 2406 on SP 283744	267	F
Lot 2407 on SP 283744	219	E
Lot 2408 on SP 283744	209	E
Lot 2409 on SP 283744	160	H
Lot 2410 on SP 283744	159	H
Lot 2501 on SP 283744	241, 242	F
Lot 2502 on SP 283744	222	E
Lot 2502 on SP 283744	164	H
Lot 2503 on SP 283744	163	H
Lot 2503 on SP 283744	238	F
Lot 2504 on SP 283744	301	F
Lot 2505 on SP 283744	153	H
Lot 2506 on SP 283744	154	H
Lot 2507 on SP 283744	155	H
Lot 2507 on SP 283744	304	J
Lot 2508 on SP 283744	224	E
Lot 2508 on SP 283744	156	H
Lot 2509 on SP 283744	157	H
Lot 2510 on SP 283744	158	H
Lot 2601 on SP 283744	272, 273	F
Lot 2602 on SP 283744	292	F
Lot 2602 on SP 283744	167	H
Lot 2603 on SP 283744	237	E
Lot 2603 on SP 283744	166	H

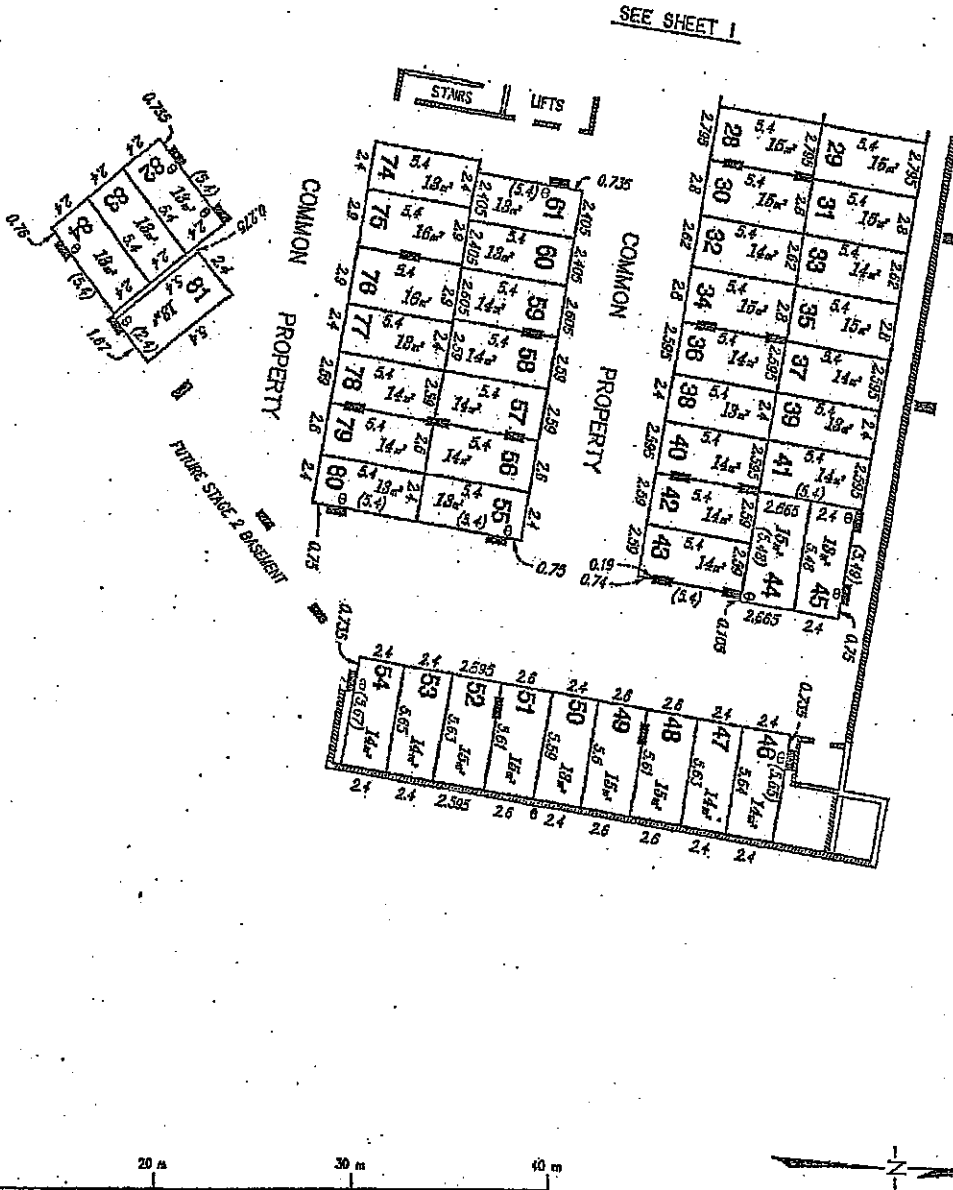
Lot 2604 on SP 283744	165	H
Lot 2605 on SP 283744	145	H
Lot 2606 on SP 283744	144	H
Lot 2607 on SP 283744	143	H
Lot 2608 on SP 283744	142	H
Lot 2609 on SP 283744	190	H
Lot 2609 on SP 283744	302	J
Lot 2610 on SP 283744	152	H
Lot 2701 on SP 283744	274, 275	F
Lot 2702 on SP 283744	170	H
Lot 2703 on SP 283744	169	H
Lot 2704 on SP 283744	168	H
Lot 2704 on SP 283744	221	E
Lot 2705 on SP 283744	151	H
Lot 2706 on SP 283744	150	H
Lot 2707 on SP 283744	149	H
Lot 2708 on SP 283744	148	H
Lot 2709 on SP 283744	147	H
Lot 2710 on SP 283744	146	H
Lot 2801 on SP 283744	276, 277	F
Lot 2802 on SP 283744	291	F
Lot 2803 on SP 283744	172	H
Lot 2803 on SP 283744	239	E
Lot 2804 on SP 283744	171	H
Lot 2805 on SP 283744	195	H
Lot 2806 on SP 283744	194	H

Lot 2807 on SP 283744	193	H
Lot 2808 on SP 283744	192	H
Lot 2809 on SP 283744	191	H
Lot 2810 on SP 283744	188	H
Lot 2901 on SP 283744	278, 279	F
Lot 2902 on SP 283744	290	F
Lot 2903 on SP 283744	282, 283	F
Lot 2904 on SP 283744	284, 285	F
Lot 2905 on SP 283744	181	H
Lot 2906 on SP 283744	182	H
Lot 2907 on SP 283744	183	H
Lot 2908 on SP 283744	288	F
Lot 2908 on SP 283744	184	H
Lot 2909 on SP 283744	141	H
Lot 2910 on SP 283744	297	F
Lot 21001 on SP 283744	280, 281	F
Lot 21002 on SP 283744	231, 232	E
Lot 21003 on SP 283744	229, 230	E
Lot 21004 on SP 283744	227, 228	E
Lot 21005 on SP 283744	175	H
Lot 21006 on SP 283744	176	H
Lot 21007 on SP 283744	177	H
Lot 21008 on SP 283744	178	H
Lot 21009 on SP 283744	179	H
Lot 21009 on SP 283744	307	J
Lot 21010 on SP 283744	260	F

Lot 21101 on SP 283744	225, 226	E
Lot 21102 on SP 283744	257, 258	F
Lot 21103 on SP 283744	235, 236	E
Lot 21104 on SP 283744	233, 234	E
Lot 21105 on SP 283744	300	F
Lot 21106 on SP 283744	185	H
Lot 21107 on SP 283744	180	H
Lot 21108 on SP 283744	259	F
Lot 21109 on SP 283744	289	F
Lot 21110 on SP 283744	293	F
Lot 21201 on SP 283744	139, 140	H
Lot 21202 on SP 283744	251, 252	F
Lot 21203 on SP 283744	253, 254	F
Lot 21204 on SP 283744	206, 211	F
Lot 21204 on SP 283744	306	J
Lot 21205 on SP 283744	294	F
Lot 21206 on SP 283744	295	F
Lot 21206 on SP 283744	305	J
Lot 21207 on SP 283744	296	F
Lot 21208 on SP 283744	189	H
Lot 21209 on SP 283744	298	F
Lot 21210 on SP 283744	299	F

<b>By-Law 37- Balcony Exclusive Use</b>		
<b>Lot Number on Plan</b>	<b>Balcony Space</b>	<b>Sketch Plan</b>
Lot 2101 on SP 283744	A	G





**PLAN B**  
**EXCLUSIVE USE PLAN**  
**WATERPOINT RESIDENCES ONE**  
**CTS**

Page 46 of 53

<p>Rev A: 5/11/15: Update with field data</p> <p>Revision</p>	<p>Client</p> <p>CRK</p>
---	--------------------------

**CAREFORT PTY LTD**

- Important Notes:
- 9 DENOTES FACE OF CONCRETE COLUMN
  - DENOTES FACE OF WALL
  - DENOTES CONCRETE COLUMN

AREAS AND DIMENSIONS DERIVED BY THE INTERNAL FACE OF WALLS AND FACE OF COLUMNS AS SHOWN HEREBON

BIRWIN & PULHERO PTY LTD A/CN 010 917 236  
CADASTRAL SURVEYORS  
DETAILS SHOWN ARE THE BEST AVAILABLE



DATE 30/11/2015

**PLAN FOR EXCLUSIVE USE PURPOSES**  
**OVER PART OF THE COMMON PROPERTY**  
**ON SP279571 ON LEVEL A (BASEMENT LEVEL)**  
**WITHIN BUILDING A OF**  
**"WATERPOINT RESIDENCES ONE"**  
**CTS**

Local Authority: GOLD COAST CITY COUNCIL  
Locality: BIGGERS WATERS

**B & P SURVEYS**  
**CONSULTING SURVEYORS**  
ADV. 0800 010 200

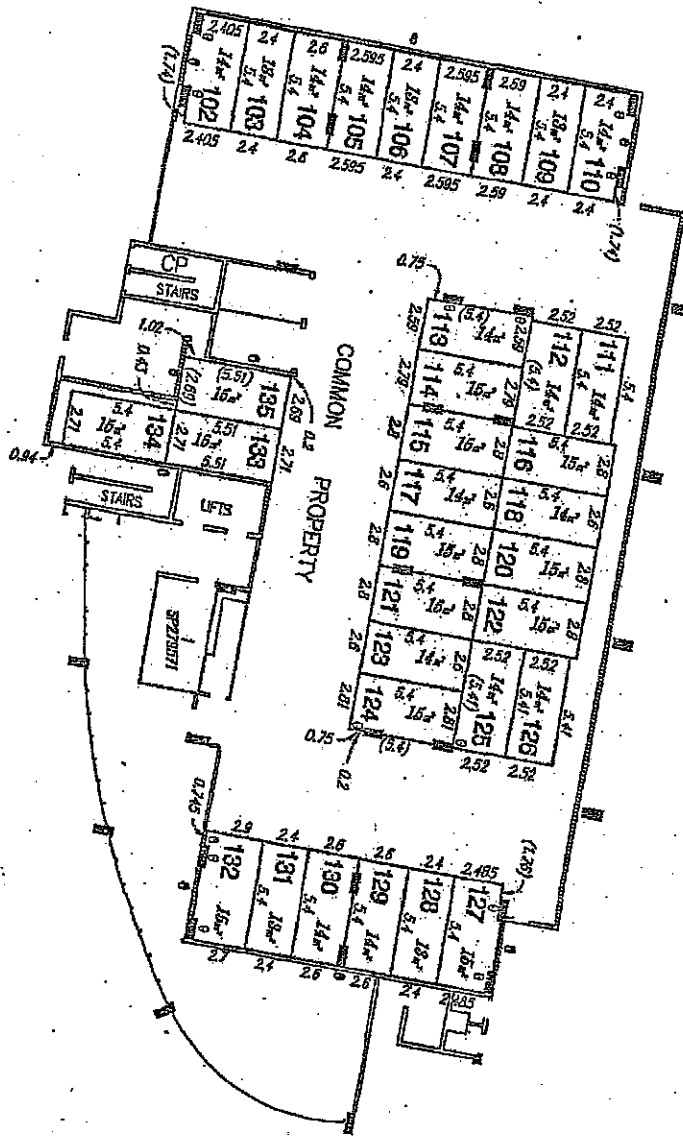
10 Nerang Street  
Nerang, QLD, 4211, Australia  
Telephone: 07 5596 0370  
Fax: 07 5502 0374  
Email: nerang@bpsurveys.com.au  
Webpage: www.bpsurveys.com.au

Offices Also At:  
Tweed Heads  
Ph: 07 5536 3611

Murwillumbah  
Ph: 02 6676 1924

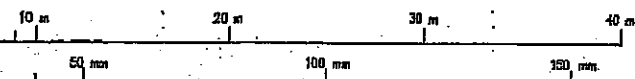


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**PLAN C**  
**EXCLUSIVE USE PLAN**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS

Page 47 of 53

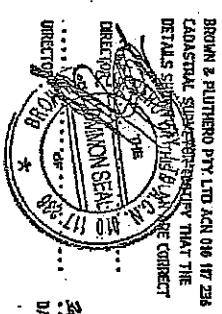


CAREPORT PTY LTD

**Important Notes:**

- Ø DENOTES FACE OF CONCRETE COLUMN
- ◻ DENOTES FACE OF WALL
- DENOTES CONCRETE COLUMN

AREAS AND DIMENSIONS DERIVED BY THE INTERNAL FACE OF WALLS AND FACE OF COLLARS AS SHOWN HEREON



**PLAN FOR EXCLUSIVE USE PURPOSES**  
 OVER PART OF THE COMMON PROPERTY  
 ON SP279571 ON LEVEL B (GROUND LEVEL)  
 WITHIN BUILDING 'A' OF  
 "WATERPOINT RESIDENCES ONE"  
 CTS

Local Authority: GOLD COAST CITY COUNCIL  
 Locality: BIGGERA WATERS

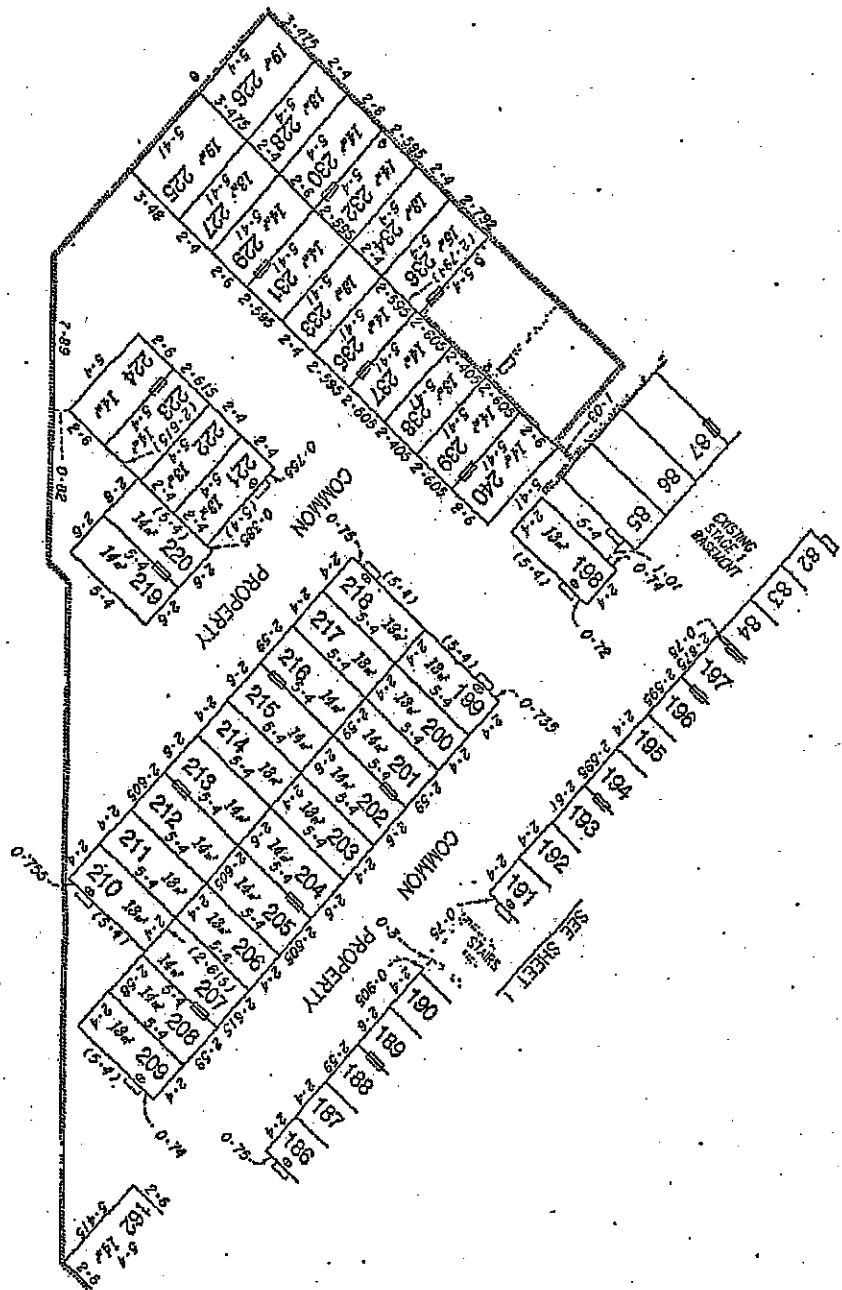
**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 ABN 55010117233

10 Nerang Street  
 Nerang QLD 4211, Australia  
 Telephone: 07 55936 0370  
 Fax: 07 55902 0374  
 Email: herald@bpsurveys.com.au  
 Webpage: www.bpsurveys.com.au  
 Offices Also At:  
 Tweed Heads 3611  
 Murwillumbah Pt. Of 5538 1924



A QUALITY ASSURED CONSULTANT

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Proj. No.	42261/A	Date	1/7/15	Drawing No./Sheet	20818	Sheet	1	Rev	1	App	A



**PLANE**  
**EXCLUSIVE USE PLAN**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48064

Page of  
**48 53**



Rev A: 29/7/16 Update from Fwork Revision HSE2 PTY LTD Important Notes: 9 DENOTES FACE OF CONCRETE COLUMN 0 DENOTES FACE OF WALL □ DENOTES CONCRETE COLUMN	OK'd Date: 16-8-2016
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EXCLUSIVE USE AREAS ARE DENIED BY THE INTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS AS SHOWN HEREON

BROWN & PUMPHREY LTD Rtd 900 77 216  
 CONSULTING SURVEYORS - TRUSTEES  
 DETAILS SHOWN ON THIS PLAN ARE CORRECT

DIRECTOR  
 DIRECTOR  
 DIRECTOR

16-8-2016  
 DATE

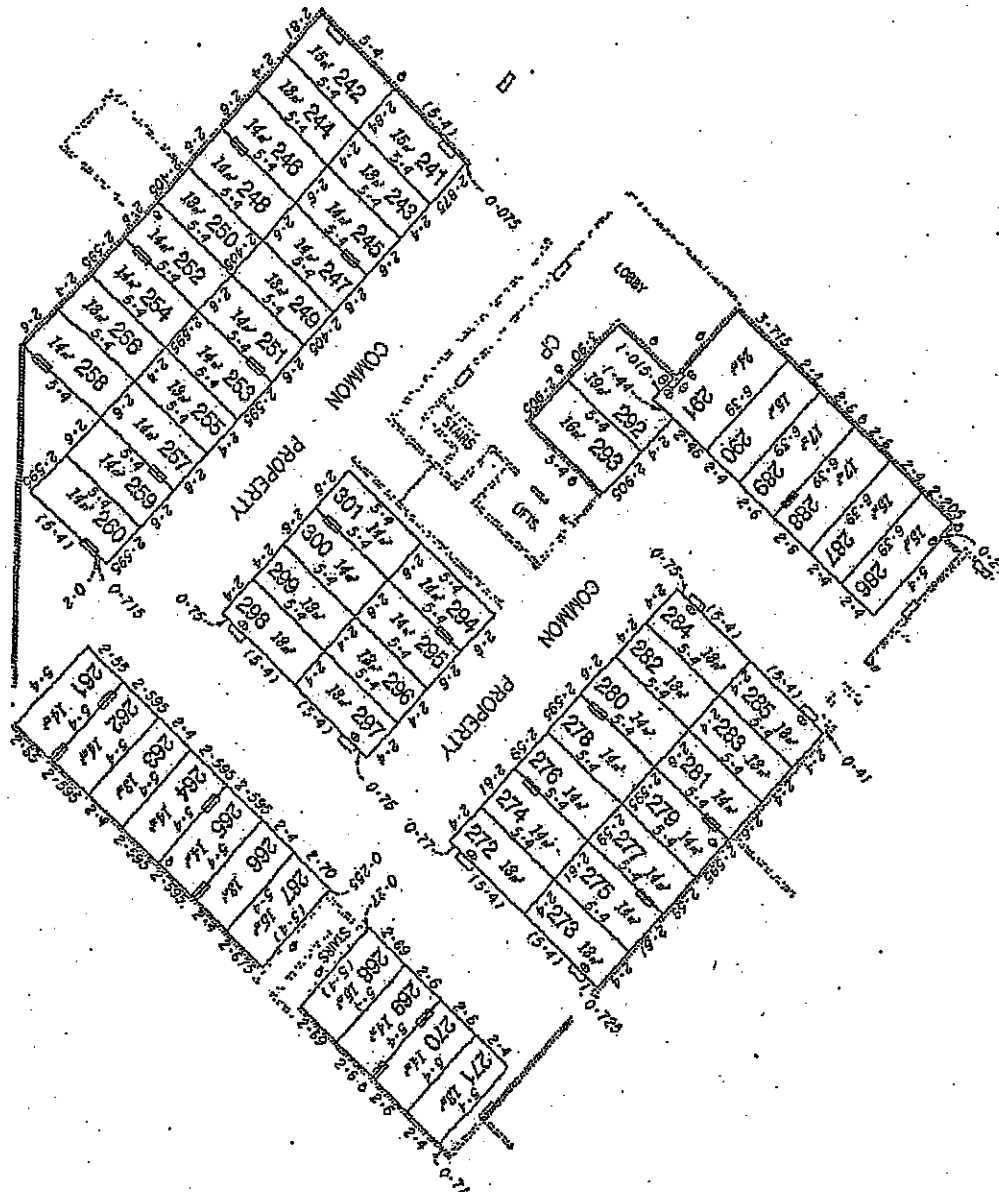
**PLAN FOR EXCLUSIVE USE PURPOSES**  
**OVER PART OF THE COMMON PROPERTY**  
**ON LEVEL A (BASEMENT LEVEL)**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48064

Local Authority: GOLD COAST CITY COUNCIL  
 Locality: BLOSSERA WATERS

**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 10 Nerang Street  
 Nerang QLD 4211 Australia  
 Telephone: 07 5598 0370  
 Fax: 07 5502 0379  
 Email: nerang@b-p-surveyors.com.au  
 Webpage: www.b-p-surveyors.com.au  
 offices also at:  
 Tweed Heads  
 Ph: 07 5536 3611

Mir willmotters  
 Ph: 02 6872 1924

Scale: 2500:1	Level Datum: —	Urban Cvc	Qld Cvc	F.D.	T.C.A.
Shd. No.: 42261/B	Date: 21/7/16	Drawing No./Ses: 21113 D	Sheet: 2	of: 2	Rev: A



**PLAN E**  
**EXCLUSIVE USE PLAN**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48084

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Rev A: 29/7/16 Update from P/Work  
 Revision  
 Client  
**HS2 PTY LTD**

**Important Notes:**

- DIMENSIONS FACE OF CONCRETE COLUMN
- DIMENSIONS FACE OF WALL
- DIMENSIONS CONCRETE COLUMN

EXCLUSIVE USE AREAS ARE DEFINED BY THE INTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS AS SHOWN HEREON

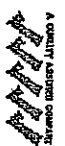
BROWN & PLUMBER PTY LTD AND OR AT 236  
 CADABRAL STREET, MOUNTAIN VIEW, THE  
 DETAILS SHOWN ON THIS PLAN ARE CORRECT  
 DIRECTOR  
  
 DIRECTOR  
 DATE 11-8-2016

**PLAN FOR EXCLUSIVE USE PURPOSES**  
**OVER PART OF THE COMMON PROPERTY**  
**ON LEVEL B (GROUND LEVEL)**  
**ON**

**"WATERPOINT RESIDENCES ONE"**  
 CTS 48084  
 Local Authority : GOLD COAST CITY COUNCIL  
 Locality : BIGGERA WATERS

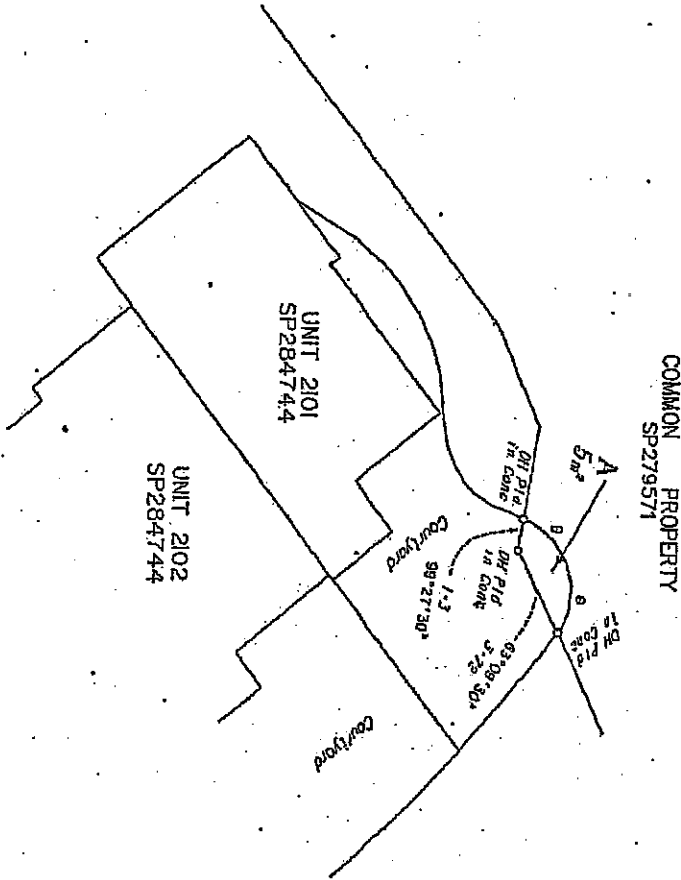
**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 AND PHOTOGRAMMETRISTS

10 Nerang Street  
 Nerang QLD 4211 Australia  
 Telephone 07 55209 0370  
 Fax 07 55209 0370  
 Email nerang@bpsurveys.com.au  
 "Webpage" www.bpsurveys.com.au  
 Offices: Alice Springs  
 Tweed Heads  
 Mt Oyster  
 Mackay  
 Maryborough  
 Ph: 02 6672 1924



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Drawn	15/12/16	Checked	15/12/16
Revised	21/14	Approved	21/14
Drawn	15/12/16	Checked	15/12/16
Revised	21/14	Approved	21/14
Drawn	15/12/16	Checked	15/12/16
Revised	21/14	Approved	21/14

4 VZ2200 - VZ2201 (Units) SP VALDC B GROUND EX-USE RCV A/PRO  
 42261/B 15/12/16 2114 D A



**PLAN G**  
**EXCLUSIVE USE PLAN**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48064

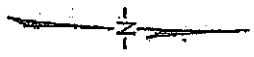


Figure 50 53

Rev A: 3/8/16: Update with field data

HSE2 PTY LTD

Important Notes:  
 0 DDNOTES CONTINUE ON RAIL

BROKER & PLUMBER OFFICER AND MR 81 236  
 CARASTAL SURVEYOR (REGISTERED) AT THE  
 DETAILS SHOWN ON THIS PLAN ARE CORRECT

*[Signature]*  
 DIRECTOR  
 DATE 16-8-2016

**PLAN FOR EXCLUSIVE USE PURPOSES**  
 OVER PART OF THE COMMON PROPERTY  
 ON SP279571 ON LEVEL C (FIRST FLOOR)  
 WITHIN BUILDING 'B' OF  
 "WATERPOINT RESIDENCES ONE"  
 CTS 48064

Local Authority : GOLD COAST CITY COUNCIL  
 Locality : BIGGERA WATERS

**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 MAIN RESIDENTIAL

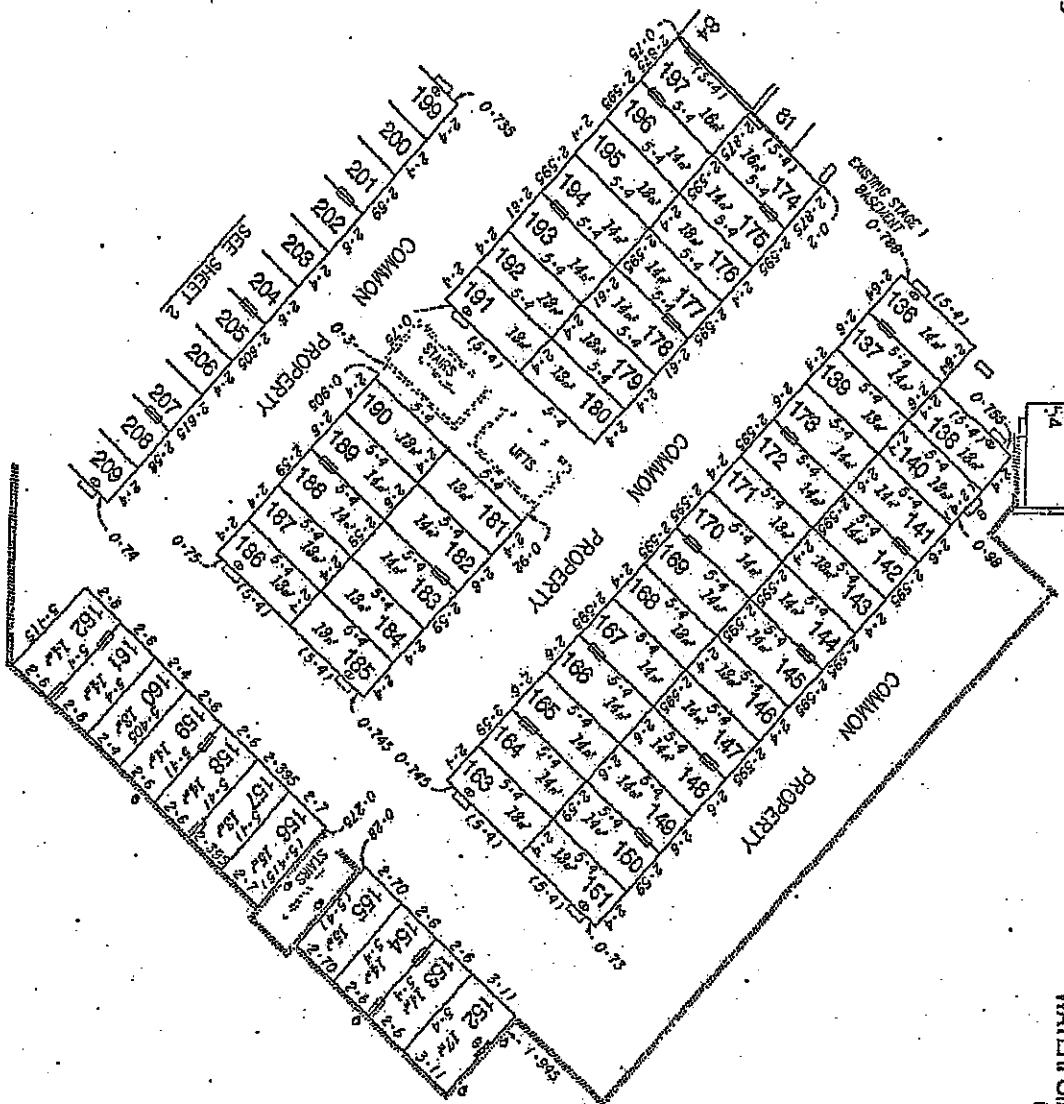
10 Nerang Street  
 Nerang, QLD 4211, Australia  
 Telephone 07 5595 0370  
 Fax 07 5502 0374  
 Email nerang@bpcsurveys.com.au  
 Website www.bpcsurveys.com.au

*[Signature]*  
 Director

10 Nerang Street  
 Nerang, QLD 4211, Australia  
 Telephone 07 5595 0370  
 Fax 07 5502 0374  
 Email nerang@bpcsurveys.com.au  
 Website www.bpcsurveys.com.au

**bp**

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Forming No./Size	21518	Drawn	DRG	Check	—
REV No.	42261/B	Date	13/01/16	Sheet	D
Forming No./Size	21518	Drawn	DRG	Check	—



**PLAN H**  
**EXCLUSIVE USE PLAN**  
 WATERPOINT RESIDENCES ONE  
 CTS 48064

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Rev A: 29/7/16 Update from Fwork  
 Revision  
 HSS2 PTY LTD

- Important Notes:
- DEMOLTS FACE OF CONCRETE COLUMN
  - DEMOLTS FACE OF WALL
  - DEMOLTS CONCRETE COLUMN

EXCLUSIVE USE AREAS ARE DEMAND BY THE INTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS AS SHOWN HEREON

BROWN & PLUMBER BY LITACR 00 00 23  
 CADASTRAL SURVEYOR CERTIFIED BY THE  
 DETAIL'S SIGNING ON THIS PLAN ARE CORRECT  
 DIRECTOR  
 DATE 16-8-2016

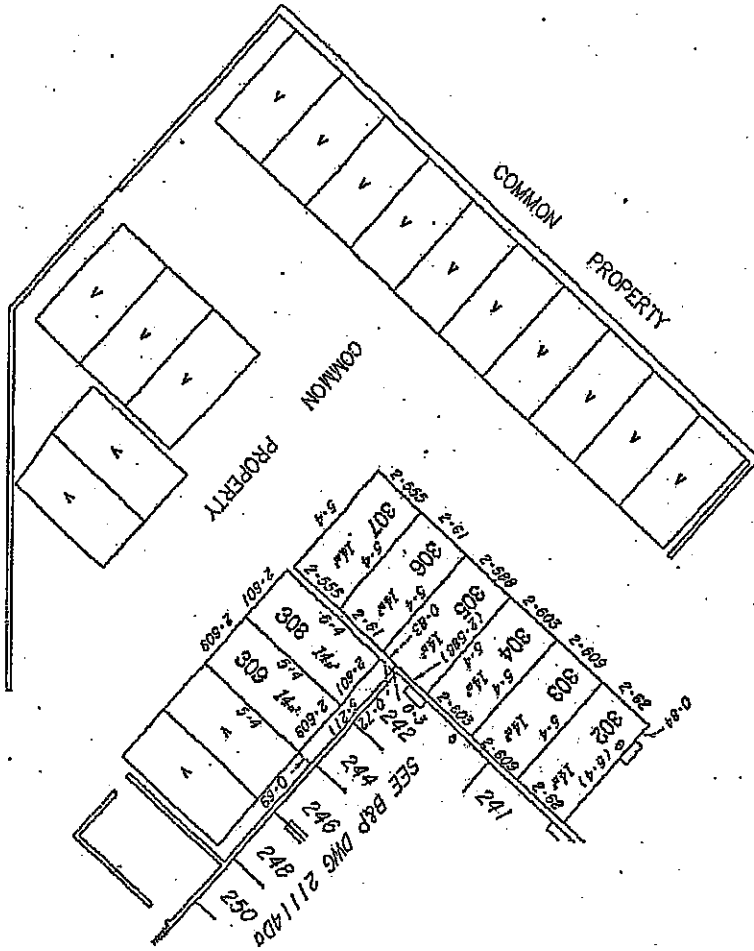
**PLAN FOR EXCLUSIVE USE PURPOSES**  
 OVER PART OF THE COMMON PROPERTY  
 ON LEVEL A (BASEMENT LEVEL)  
 ON  
 "WATERPOINT RESIDENCES ONE"  
 CTS 48064

Local Authority : GOLD COAST CITY COUNCIL  
 Locality : BIGGERA WATERS

**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 10 Nerang Street  
 Nerang, QLD, 4211, Australia  
 Telephone 07 5536 0370  
 Fax 07 5502 0374  
 Email: nerang@bpsurveys.com.au  
 Website: www.bpsurveys.com.au  
 Offices Also At: Ingham  
 17 St 5536 9611  
 Merwillumbah  
 Ph: 08 6872 1824



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1 : 2500:1				L/L	
RTT No	Date	Drawing No./Rev	Sheet	Of	Rev
42261/B	21/7/16	21113 D	1	2	A



**PLAN J**  
**EXCLUSIVE USE PLAN**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48064

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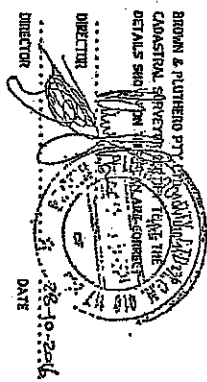
Revision	CHK'D

HS2 PTY LTD

**Important Notes:**

- DENOTES FACE OF CONCRETE COLUMN
- DENOTES FACE OF WALL
- ▽ DENOTES VISITOR CARPARK
- DENOTES CONCRETE COLUMN

EXCLUSIVE USE AREAS ARE DEFINED BY THE INTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS AS SHOWN HEREON



**PLAN FOR EXCLUSIVE USE PURPOSES**  
**OVER PART OF THE COMMON PROPERTY**  
**ON LEVEL B (GROUND LEVEL)**  
**ON**  
**"WATERPOINT RESIDENCES ONE"**  
 CTS 48064

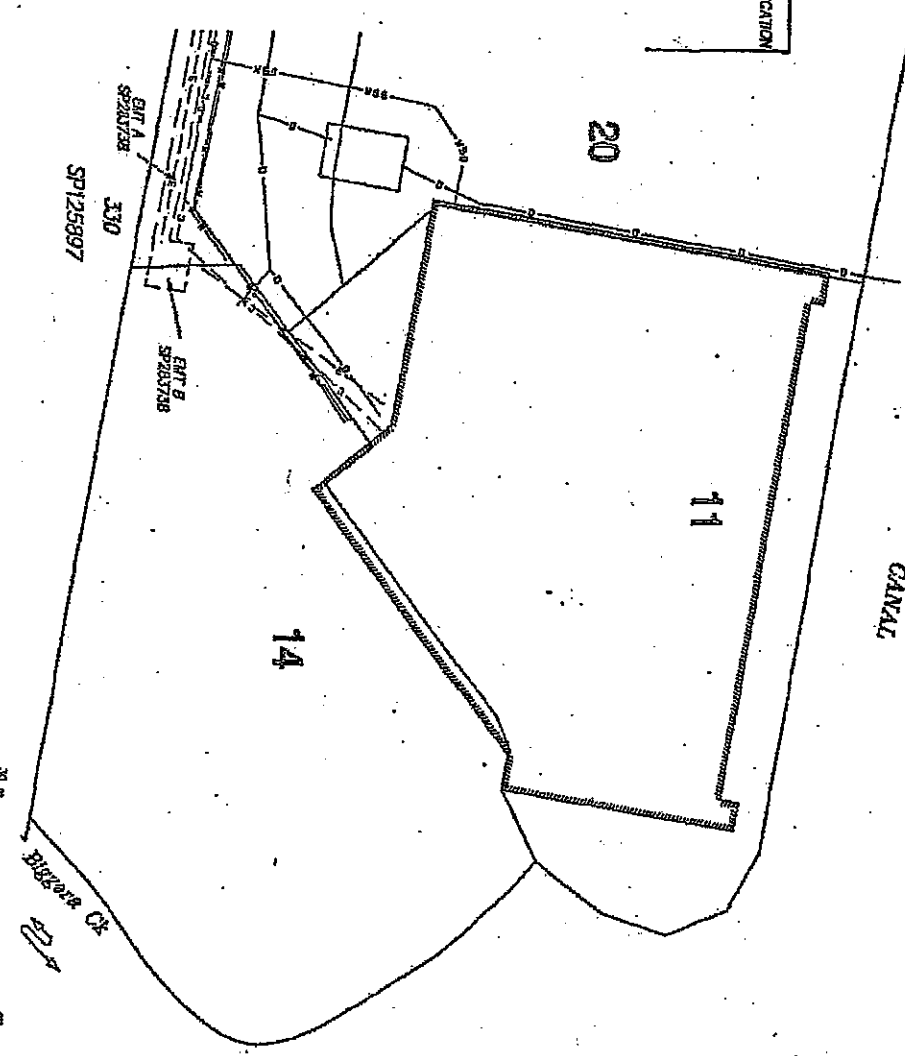
Local Authority : GOLD COAST CITY COUNCIL  
 Locality : BIGGERA WATERS

**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 10 Naring Street  
 Naring, QLD 4211  
 Phone: 5502 0370  
 Fax: 5502 0374  
 Email: naring@bpsurveys.com.au  
 Website: www.bpsurveys.com.au  
 Offices Also At:  
 Tweed Heads  
 Ph: 07 5556 5811  
 Murwillumbah  
 Ph: 02 6672 1824

Scale	1 : 200 @ A1	Date	24/10/16	Drawn	MS	Checked	MS	App'd	MS
Ref. No.	42261/B	Sheet	1	Scale	1	Sheet	1	Scale	1

**LEGEND**

- INDICATIVE STORAGE/TANK OR ROOF WATER LOCATION
- INDICATIVE SEWER LOCATION
- INDICATIVE WATER LOCATION
- INDICATIVE ELECTRICITY LOCATION
- INDICATIVE COMMUNICATION LOCATION
- INDICATIVE GAS LOCATION
- INDICATIVE WATER/SEWER/GAS LOCATION



**PLAN SLD**  
**SERVICES LOCATION PLAN**  
 WATERPOINT RESIDENCES ONE  
 CTS  
 CANAL

**Important Notes:**  
 THE PROPOSED FOUNDATIONS AS SHOWN HEREON ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL DESIGN, LOCAL AUTHORITY APPROVAL, AND REGISTRATION IN THE DEPARTMENT OF NATURAL RESOURCES & MINES.  
 DIMENSIONS, AREAS, AND TOTAL NUMBER OF LOTS SHOWN HEREON ARE SUBJECT TO FINAL FIELD SURVEY AND LOCAL AUTHORITY APPROVAL.  
 BUILDING AND ROAD LAYOUT SHOWN IS INDICATIVE ONLY AND SUBJECT TO FINAL DESIGN AND APPROVAL.

Revisior:	CHK'd
MARINA SHORES DEVELOPMENTS PTY LTD	

**SERVICE LOCATION PLAN**  
 "WATERPOINT RESIDENCES ONE"  
 LAYOUT  
 BIGGERA WATERS  
 Parish of BARRROW  
 County of Ward

**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 AND DESIGNERS

10 Nerong Street  
 Nerong, Q.L.D. 4211, Australia  
 Telephone: 07 5596 0370  
 Fax: 07 5502 0374  
 Email: nerong@bpcsurveys.com.au  
 Webpage: www.bpcsurveys.com.au  
 Offices: Also at Tweed Heads  
 Ph. 07 5536 5611

Scale 1 : 800  
 Level Datum: AHD  
 File: -  
 L.S.: -  
 Drawn: GW/AB  
 Ck'd: -

Ref. No. 42281 Date 3/6/13 Drawing No./Rev. 21046 D

Manilla, N.S.W.  
 Ph. 02 6672 1854

Duty Imprint

**720108168****\$93.00**

18/06/2020 11:24

**BE 470**information about privacy in NR&W see  
<http://www.nrw.qld.gov.au/about/privacy/index.html>

<b>1. Nature of request</b>	<b>Lodger</b> (Name, address & phone number)	<b>Lodger Code</b>
Request to record a New Community Management Statement for Waterpoint Residences Principal Community Titles Scheme 47412	Short Punch & Greatorix Solicitors P.O. Box 5164 Gold Coast Mail Centre Q 9726 Phone: (07) 5538 2277 Ref: MIB	GC30
<b>2. Lot on Plan Description</b>	<b>Title Reference</b>	
Common Property of Waterpoint Residences Principal Community Titles Scheme 47412	50994799	
<b>3. Registered Proprietor/State Lessee</b>	Body Corporate for Waterpoint Residences Principal Community Titles Scheme 47412	
<b>4. Interest</b>	Fee Simple	
<b>5. Applicant</b>	Body Corporate for Waterpoint Residences Principal Community Titles Scheme 47412	
<b>6. Request</b>	I hereby request that: The New Community Management Statement deposited herewith which amends Schedule E and replaces the existing exclusive use plans of the existing Community Management Statement be recorded as the new Community Management Statement for Waterpoint Residences Principal Community Titles Scheme 47412	
<b>7. Execution by applicant</b>	Body Corporate for Waterpoint Residences Principal Community Titles Scheme 47412	

Matthew Ian Brook, Solicitor

11, 16, 2020  
**Execution Date**  
**Applicant's or Solicitor's Signature**

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

**47412**

**This statement incorporates and must include the following:**

- Module A- Schedule of lot entitlements
- Module B- Explanation of development of scheme

**CMS LABEL NUMBER**

- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

**1. Name of community titles scheme**

WATERPOINT RESIDENCES PRINCIPAL  
COMMUNITY TITLES SCHEME 47412

**2. Regulation module**

ACCOMMODATION MODULE

**3. Name of body corporate**

BODY CORPORATE FOR WATERPOINT RESIDENCES PRINCIPAL  
COMMUNITY TITLES SCHEME 47412

**4. Scheme land**

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

**5. Name and address of original owner**

N/A

**6. Reference to plan lodged with this statement**

N/A

# first community management statement only

**7. Local Government community management statement notation**

Not Applicable pursuant to s60 (6) of the Body Corporate and Community Management Act 1997 (QLD)

**8. Execution by original owner/Consent of body corporate**

Body Corporate for Waterpoint Residences Principal Community Titles Scheme 47412



15, 6, 2020  
**Execution Date**

.....  
 Malcolm Cory, Chairperson  
 .....

.....  
 Committee Member, Daisy Allman

**\*Execution**

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

**Privacy Statement**

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

**4. Scheme Land**

<b>Lot on Plan Description</b>	<b>Title Reference</b>
Common Property of WATERPOINT RESIDENCES PRINCIPAL Community Titles Scheme 47412	50994799
Common Property of WATERPOINT RESIDENCES ONE Community Titles Scheme 48064	51016847
Lot 1 on SP 279571	51016848
Lot 1101 on SP 279571	51016849
Lot 1102 on SP 279571	51016850
Lot 1103 on SP 279571	51016851
Lot 1104 on SP 279571	51016852
Lot 1105 on SP 279571	51016853
Lot 1106 on SP 279571	51016854
Lot 1107 on SP 279571	51016855
Lot 1108 on SP 279571	51016856
Lot 1109 on SP 279571	51016857
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Lot 1205 on SP 279571	51016862
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Lot 1207 on SP 279571	51016864
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Lot 1209 on SP 279571	51016866
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Lot 1303 on SP 279571	51016869
Lot 1304 on SP 279571	51016870
Lot 1305 on SP 279571	51016871
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Lot 1308 on SP 279571	51016874

Lot on Plan Description	Title Reference
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Lot 1602 on SP 279571	51016895
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Lot 1608 on SP 279571	51016901
Lot 1609 on SP 279571	51016902
Lot 1701 on SP 279571	51016903
Lot 1702 on SP 279571	51016904
Lot 1703 on SP 279571	51016905

Lot on Plan Description	Title Reference
Lot 1704 on SP 279571	51016906
Lot 1705 on SP 279571	51016907
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Lot 1808 on SP 279571	51016919
Lot 1809 on SP 279571	51016920
Lot 1901 on SP 279571	51016921
Lot 1902 on SP 279571	51016922
Lot 1903 on SP 279571	51016923
Lot 1904 on SP 279571	51016924
Lot 1905 on SP 279571	51016925
Lot 1906 on SP 279571	51016926
Lot 1907 on SP 279571	51016927
Lot 1908 on SP 279571	51016928
Lot 1909 on SP 279571	51016929
Lot 11001 on SP 279571	51016930
Lot 11002 on SP 279571	51016931
Lot 11003 on SP 279571	51016932
Lot 11004 on SP 279571	51016933
Lot 11005 on SP 279571	51016934
Lot 11006 on SP 279571	51016935
Lot 11007 on SP 279571	51016936

Lot on Plan Description	Title Reference
Lot 11008 on SP 279571	51016937
Lot 11009 on SP 279571	51016938
Lot 11101 on SP 279571	51016939
Lot 11102 on SP 279571	51016940
Lot 11103 on SP 279571	51016941
Lot 11104 on SP 279571	51016942
Lot 11105 on SP 279571	51016943
Lot 11106 on SP 279571	51016944
Lot 11107 on SP 279571	51016945
Lot 11108 on SP 279571	51016946
Lot 11109 on SP 279571	51016947
Lot 11201 on SP 279571	51016948
Lot 11202 on SP 279571	51016949
Lot 11203 on SP 279571	51016950
Lot 11204 on SP 279571	51016951
Lot 11205 on SP 279571	51016952
Lot 11206 on SP 279571	51016953
Lot 11207 on SP 279571	51016954
Lot 11208 on SP 279571	51016955
Lot 11209 on SP 279571	51016956
Lot 11301 on SP 279571	51016957
Lot 11302 on SP 279571	51016958
Lot 11303 on SP 279571	51016959
Lot 11304 on SP 279571	51016960
Lot 11305 on SP 279571	51016961
Lot 11306 on SP 279571	51016962
Lot 11307 on SP 279571	51016963
Lot 11308 on SP 279571	51016964
Lot 11309 on SP 279571	51016965
Lot 2001 on SP 283744	51052273
Lot 2002 on SP 283744	51052274

Lot on Plan Description	Title Reference
Lot 2101 on SP 283744	51052275
Lot 2102 on SP 283744	51052276
Lot 2103 on SP 283744	51052277
Lot 2104 on SP 283744	51052278
Lot 2105 on SP 283744	51052279
Lot 2106 on SP 283744	51052280
Lot 2107 on SP 283744	51052281
Lot 2108 on SP 283744	51052282
Lot 2109 on SP 283744	51052283
Lot 2110 on SP 283744	51052284
Lot 2201 on SP 283744	51052285
Lot 2202 on SP 283744	51052286
Lot 2203 on SP 283744	51052287
Lot 2204 on SP 283744	51052288
Lot 2205 on SP 283744	51052289
Lot 2206 on SP 283744	51052290
Lot 2207 on SP 283744	51052291
Lot 2208 on SP 283744	51052292
Lot 2209 on SP 283744	51052293
Lot 2210 on SP 283744	51052294
Lot 2301 on SP 283744	51052295
Lot 2302 on SP 283744	51052296
Lot 2303 on SP 283744	51052297
Lot 2304 on SP 283744	51052298
Lot 2305 on SP 283744	51052299
Lot 2306 on SP 283744	51052300
Lot 2307 on SP 283744	51052301
Lot 2308 on SP 283744	51052302
Lot 2309 on SP 283744	51052303
Lot 2310 on SP 283744	51052304
Lot 2401 on SP 283744	51052305

Lot on Plan Description	Title Reference
Lot 2402 on SP 283744	51052306
Lot 2403 on SP 283744	51052307
Lot 2404 on SP 283744	51052308
Lot 2405 on SP 283744	51052309
Lot 2406 on SP 283744	51052310
Lot 2407 on SP 283744	51052311
Lot 2408 on SP 283744	51052312
Lot 2409 on SP 283744	51052313
Lot 2410 on SP 283744	51052314
Lot 2501 on SP 283744	51052315
Lot 2502 on SP 283744	51052316
Lot 2503 on SP 283744	51052317
Lot 2504 on SP 283744	51052318
Lot 2505 on SP 283744	51052319
Lot 2506 on SP 283744	51052320
Lot 2507 on SP 283744	51052321
Lot 2508 on SP 283744	51052322
Lot 2509 on SP 283744	51052323
Lot 2510 on SP 283744	51052324
Lot 2601 on SP 283744	51052325
Lot 2602 on SP 283744	51052326
Lot 2603 on SP 283744	51052327
Lot 2604 on SP 283744	51052328
Lot 2605 on SP 283744	51052329
Lot 2606 on SP 283744	51052330
Lot 2607 on SP 283744	51052331
Lot 2608 on SP 283744	51052332
Lot 2609 on SP 283744	51052333
Lot 2610 on SP 283744	51052334
Lot 2701 on SP 283744	51052335
Lot 2702 on SP 283744	51052336

Lot on Plan Description	Title Reference
Lot 2703 on SP 283744	51052337
Lot 2704 on SP 283744	51052338
Lot 2705 on SP 283744	51052339
Lot 2706 on SP 283744	51052340
Lot 2707 on SP 283744	51052341
Lot 2708 on SP 283744	51052342
Lot 2709 on SP 283744	51052343
Lot 2710 on SP 283744	51052344
Lot 2801 on SP 283744	51052345
Lot 2802 on SP 283744	51052346
Lot 2803 on SP 283744	51052347
Lot 2804 on SP 283744	51052348
Lot 2805 on SP 283744	51052349
Lot 2806 on SP 283744	51052350
Lot 2807 on SP 283744	51052351
Lot 2808 on SP 283744	51052352
Lot 2809 on SP 283744	51052353
Lot 2810 on SP 283744	51052354
Lot 2901 on SP 283744	51052355
Lot 2902 on SP 283744	51052356
Lot 2903 on SP 283744	51052357
Lot 2904 on SP 283744	51052358
Lot 2905 on SP 283744	51052359
Lot 2906 on SP 283744	51052360
Lot 2907 on SP 283744	51052361
Lot 2908 on SP 283744	51052362
Lot 2909 on SP 283744	51052363
Lot 2910 on SP 283744	51052364
Lot 21001 on SP 283744	51052365
Lot 21002 on SP 283744	51052366
Lot 21003 on SP 283744	51052367

Lot on Plan Description	Title Reference
Lot 21004 on SP 283744	51052368
Lot 21005 on SP 283744	51052369
Lot 21006 on SP 283744	51052370
Lot 21007 on SP 283744	51052371
Lot 21008 on SP 283744	51052372
Lot 21009 on SP 283744	51052373
Lot 21010 on SP 283744	51052374
Lot 21101 on SP 283744	51052375
Lot 21102 on SP 283744	51052376
Lot 21103 on SP 283744	51052377
Lot 21104 on SP 283744	51052378
Lot 21105 on SP 283744	51052379
Lot 21106 on SP 283744	51052380
Lot 21107 on SP 283744	51052381
Lot 21108 on SP 283744	51052382
Lot 21109 on SP 283744	51052383
Lot 21110 on SP 283744	51052384
Lot 21201 on SP 283744	51052385
Lot 21202 on SP 283744	51052386
Lot 21203 on SP 283744	51052387
Lot 21204 on SP 283744	51052388
Lot 21205 on SP 283744	51052389
Lot 21206 on SP 283744	51052390
Lot 21207 on SP 283744	51052391
Lot 21208 on SP 283744	51052392
Lot 21209 on SP 283744	51052393
Lot 21210 on SP 283744	51052394
Common Property of WATERPOINT RESIDENCES TWO Community Titles Scheme 50419	51107408
Lot 3101 on SP 288467	51107409
Lot 3102 on SP 288467	51107410
Lot 3103 on SP 288467	51107411

Lot on Plan Description	Title Reference
Lot 3104 on SP 288467	51107412
Lot 3105 on SP 288467	51107413
Lot 3106 on SP 288467	51107414
Lot 3107 on SP 288467	51107415
Lot 3108 on SP 288467	51107416
Lot 3109 on SP 288467	51107417
Lot 3110 on SP 288467	51107418
Lot 3201 on SP 288467	51107419
Lot 3202 on SP 288467	51107420
Lot 3203 on SP 288467	51107421
Lot 3204 on SP 288467	51107422
Lot 3205 on SP 288467	51107423
Lot 3206 on SP 288467	51107424
Lot 3207 on SP 288467	51107425
Lot 3208 on SP 288467	51107426
Lot 3209 on SP 288467	51107427
Lot 3210 on SP 288467	51107428
Lot 3301 on SP 288467	51107429
Lot 3302 on SP 288467	51107430
Lot 3303 on SP 288467	51107431
Lot 3304 on SP 288467	51107432
Lot 3305 on SP 288467	51107433
Lot 3306 on SP 288467	51107434
Lot 3307 on SP 288467	51107435
Lot 3308 on SP 288467	51107436
Lot 3309 on SP 288467	51107437
Lot 3310 on SP 288467	51107438
Lot 3401 on SP 288467	51107439
Lot 3402 on SP 288467	51107440
Lot 3403 on SP 288467	51107441
Lot 3404 on SP 288467	51107442
Lot 3405 on SP 288467	51107443

Lot on Plan Description	Title Reference
Lot 3406 on SP 288467	51107444
Lot 3407 on SP 288467	51107445
Lot 3408 on SP 288467	51107446
Lot 3409 on SP 288467	51107447
Lot 3410 on SP 288467	51107448
Lot 3501 on SP 288467	51107449
Lot 3502 on SP 288467	51107450
Lot 3503 on SP 288467	51107451
Lot 3504 on SP 288467	51107452
Lot 3505 on SP 288467	51107453
Lot 3506 on SP 288467	51107454
Lot 3507 on SP 288467	51107455
Lot 3508 on SP 288467	51107456
Lot 3509 on SP 288467	51107457
Lot 3510 on SP 288467	51107458
Lot 3601 on SP 288467	51107459
Lot 3602 on SP 288467	51107460
Lot 3603 on SP 288467	51107461
Lot 3604 on SP 288467	51107462
Lot 3605 on SP 288467	51107463
Lot 3606 on SP 288467	51107464
Lot 3607 on SP 288467	51107465
Lot 3608 on SP 288467	51107466
Lot 3609 on SP 288467	51107467
Lot 3610 on SP 288467	51107468
Lot 3701 on SP 288467	51107469
Lot 3702 on SP 288467	51107470
Lot 3703 on SP 288467	51107471
Lot 3704 on SP 288467	51107472
Lot 3705 on SP 288467	51107473
Lot 3706 on SP 288467	51107474
Lot 3707 on SP 288467	51107475

Lot on Plan Description	Title Reference
Lot 3708 on SP 288467	51107476
Lot 3709 on SP 288467	51107477
Lot 3710 on SP 288467	51107478
Lot 3801 on SP 288467	51107479
Lot 3802 on SP 288467	51107480
Lot 3803 on SP 288467	51107481
Lot 3804 on SP 288467	51107482
Lot 3805 on SP 288467	51107483
Lot 3806 on SP 288467	51107484
Lot 3807 on SP 288467	51107485
Lot 3808 on SP 288467	51107486
Lot 3809 on SP 288467	51107487
Lot 3810 on SP 288467	51107488
Lot 3901 on SP 288467	51107489
Lot 3902 on SP 288467	51107490
Lot 3903 on SP 288467	51107491
Lot 3904 on SP 288467	51107492
Lot 3905 on SP 288467	51107493
Lot 3906 on SP 288467	51107494
Lot 3907 on SP 288467	51107495
Lot 3908 on SP 288467	51107496
Lot 3909 on SP 288467	51107497
Lot 3910 on SP 288467	51107498
Lot 31001 on SP 288467	51107499
Lot 31002 on SP 288467	51107500
Lot 31003 on SP 288467	51107501
Lot 31004 on SP 288467	51107502
Lot 31005 on SP 288467	51107503
Lot 31006 on SP 288467	51107504
Lot 31007 on SP 288467	51107505
Lot 31008 on SP 288467	51107506
Lot 31009 on SP 288467	51107507

Lot on Plan Description	Title Reference
Lot 31010 on SP 288467	51107508
Lot 31101 on SP 288467	51107509
Lot 31102 on SP 288467	51107510
Lot 31103 on SP 288467	51107511
Lot 31104 on SP 288467	51107512
Lot 31105 on SP 288467	51107513
Lot 31106 on SP 288467	51107514
Lot 31107 on SP 288467	51107515
Lot 31108 on SP 288467	51107516
Lot 31109 on SP 288467	51107517
Lot 31110 on SP 288467	51107518
Lot 31201 on SP 288467	51107519
Lot 31202 on SP 288467	51107520
Lot 31203 on SP 288467	51107521
Lot 31204 on SP 288467	51107522
Lot 31205 on SP 288467	51107523
Lot 31206 on SP 288467	51107524
Lot 31207 on SP 288467	51107525
Lot 31208 on SP 288467	51107526
Lot 31209 on SP 288467	51107527
Lot 31210 on SP 288467	51107528
Lot 31301 on SP 288467	51107529
Lot 31302 on SP 288467	51107530
Lot 31303 on SP 288467	51107531
Lot 31304 on SP 288467	51107532
Lot 31305 on SP 288467	51107533
Lot 31306 on SP 288467	51107534
Lot 31307 on SP 288467	51107535
Lot 31308 on SP 288467	51107536
Lot 31309 on SP 288467	51107537
Lot 31310 on SP 288467	51107538
Lot 2 on SP 294556	51156637

Lot on Plan Description	Title Reference
Lot 4101 on SP 294556	51156638
Lot 4102 on SP 294556	51156639
Lot 4103 on SP 294556	51156640
Lot 4104 on SP 294556	51156641
Lot 4105 on SP 294556	51156642
Lot 4106 on SP 294556	51156643
Lot 4107 on SP 294556	51156644
Lot 4108 on SP 294556	51156645
Lot 4109 on SP 294556	51156646
Lot 4110 on SP 294556	51156647
Lot 4111 on SP 294556	51156648
Lot 4112 on SP 294556	51156649
Lot 4201 on SP 294556	51156650
Lot 4202 on SP 294556	51156651
Lot 4203 on SP 294556	51156652
Lot 4204 on SP 294556	51156653
Lot 4205 on SP 294556	51156654
Lot 4206 on SP 294556	51156655
Lot 4207 on SP 294556	51156656
Lot 4208 on SP 294556	51156657
Lot 4209 on SP 294556	51156658
Lot 4210 on SP 294556	51156659
Lot 4211 on SP 294556	51156660
Lot 4212 on SP 294556	51156661
Lot 4301 on SP 294556	51156662
Lot 4302 on SP 294556	51156663
Lot 4303 on SP 294556	51156664
Lot 4304 on SP 294556	51156665
Lot 4305 on SP 294556	51156666
Lot 4306 on SP 294556	51156667
Lot 4307 on SP 294556	51156668
Lot 4308 on SP 294556	51156669

Lot on Plan Description	Title Reference
Lot 4309 on SP 294556	51156670
Lot 4310 on SP 294556	51156671
Lot 4311 on SP 294556	51156672
Lot 4312 on SP 294556	51156673
Lot 4401 on SP 294556	51156674
Lot 4402 on SP 294556	51156675
Lot 4403 on SP 294556	51156676
Lot 4404 on SP 294556	51156677
Lot 4405 on SP 294556	51156678
Lot 4406 on SP 294556	51156679
Lot 4407 on SP 294556	51156680
Lot 4408 on SP 294556	51156681
Lot 4409 on SP 294556	51156682
Lot 4410 on SP 294556	51156683
Lot 4411 on SP 294556	51156684
Lot 4412 on SP 294556	51156685
Lot 4501 on SP 294556	51156686
Lot 4502 on SP 294556	51156687
Lot 4503 on SP 294556	51156688
Lot 4504 on SP 294556	51156689
Lot 4505 on SP 294556	51156690
Lot 4506 on SP 294556	51156691
Lot 4507 on SP 294556	51156692
Lot 4508 on SP 294556	51156693
Lot 4509 on SP 294556	51156694
Lot 4510 on SP 294556	51156695
Lot 4511 on SP 294556	51156696
Lot 4512 on SP 294556	51156697
Lot 4601 on SP 294556	51156698
Lot 4602 on SP 294556	51156699
Lot 4603 on SP 294556	51156700
Lot 4604 on SP 294556	51156701

Lot on Plan Description	Title Reference
Lot 4605 on SP 294556	51156702
Lot 4606 on SP 294556	51156703
Lot 4607 on SP 294556	51156704
Lot 4608 on SP 294556	51156705
Lot 4609 on SP 294556	51156706
Lot 4610 on SP 294556	51156707
Lot 4611 on SP 294556	51156708
Lot 4612 on SP 294556	51156709
Lot 4701 on SP 294556	51156710
Lot 4702 on SP 294556	51156711
Lot 4703 on SP 294556	51156712
Lot 4704 on SP 294556	51156713
Lot 4705 on SP 294556	51156714
Lot 4706 on SP 294556	51156715
Lot 4707 on SP 294556	51156716
Lot 4708 on SP 294556	51156717
Lot 4709 on SP 294556	51156718
Lot 4710 on SP 294556	51156719
Lot 4711 on SP 294556	51156720
Lot 4712 on SP 294556	51156721
Lot 4801 on SP 294556	51156722
Lot 4802 on SP 294556	51156723
Lot 4803 on SP 294556	51156724
Lot 4804 on SP 294556	51156725
Lot 4805 on SP 294556	51156726
Lot 4806 on SP 294556	51156727
Lot 4807 on SP 294556	51156728
Lot 4808 on SP 294556	51156729
Lot 4809 on SP 294556	51156730
Lot 4810 on SP 294556	51156731
Lot 4811 on SP 294556	51156732
Lot 4812 on SP 294556	51156733

Lot on Plan Description	Title Reference
Lot 4901 on SP 294556	51156734
Lot 4902 on SP 294556	51156735
Lot 4903 on SP 294556	51156736
Lot 4904 on SP 294556	51156737
Lot 4905 on SP 294556	51156738
Lot 4906 on SP 294556	51156739
Lot 4907 on SP 294556	51156740
Lot 4908 on SP 294556	51156741
Lot 4909 on SP 294556	51156742
Lot 4910 on SP 294556	51156743
Lot 4911 on SP 294556	51156744
Lot 4912 on SP 294556	51156745
Lot 41001 on SP 294556	51156746
Lot 41002 on SP 294556	51156747
Lot 41003 on SP 294556	51156748
Lot 41004 on SP 294556	51156749
Lot 41005 on SP 294556	51156750
Lot 41006 on SP 294556	51156751
Lot 41007 on SP 294556	51156752
Lot 41008 on SP 294556	51156753
Lot 41009 on SP 294556	51156754
Lot 41010 on SP 294556	51156755
Lot 41011 on SP 294556	51156756
Lot 41012 on SP 294556	51156757
Lot 41101 on SP 294556	51156758
Lot 41102 on SP 294556	51156759
Lot 41103 on SP 294556	51156760
Lot 41104 on SP 294556	51156761
Lot 41105 on SP 294556	51156762
Lot 41106 on SP 294556	51156763
Lot 41107 on SP 294556	51156764
Lot 41108 on SP 294556	51156765

Lot on Plan Description	Title Reference
Lot 41109 on SP 294556	51156766
Lot 41110 on SP 294556	51156767
Lot 41111 on SP 294556	51156768
Lot 41112 on SP 294556	51156769
Lot 41201 on SP 294556	51156770
Lot 41202 on SP 294556	51156771
Lot 41203 on SP 294556	51156772
Lot 41204 on SP 294556	51156773
Lot 41205 on SP 294556	51156774
Lot 41206 on SP 294556	51156775
Lot 41207 on SP 294556	51156776
Lot 41208 on SP 294556	51156777
Lot 41209 on SP 294556	51156778
Lot 41210 on SP 294556	51156779
Lot 41211 on SP 294556	51156780
Lot 41212 on SP 294556	51156781
Lot 41301 on SP 294556	51156782
Lot 41302 on SP 294556	51156783
Lot 41303 on SP 294556	51156784
Lot 41304 on SP 294556	51156785
Lot 41305 on SP 294556	51156786
Lot 41306 on SP 294556	51156787
Common Property of Waterpoint Residences Three Community Titles Scheme 53210	51203648
Lot 5101 on SP 305991	51203649
Lot 5102 on SP 305991	51203650
Lot 5103 on SP 305991	51203651
Lot 5104 on SP 305991	51203652
Lot 5105 on SP 305991	51203653
Lot 5106 on SP 305991	51203654
Lot 5107 on SP 305991	51203655
Lot 5108 on SP 305991	51203656
Lot 5109 on SP 305991	51203657

Lot on Plan Description	Title Reference
Lot 5110 on SP 305991	51203658
Lot 5111 on SP 305991	51203659
Lot 5201 on SP 305991	51203660
Lot 5202 on SP 305991	51203661
Lot 5203 on SP 305991	51203662
Lot 5204 on SP 305991	51203663
Lot 5205 on SP 305991	51203664
Lot 5206 on SP 305991	51203665
Lot 5207 on SP 305991	51203666
Lot 5208 on SP 305991	51203667
Lot 5209 on SP 305991	51203668
Lot 5210 on SP 305991	51203669
Lot 5211 on SP 305991	51203670
Lot 5301 on SP 305991	51203671
Lot 5302 on SP 305991	51203672
Lot 5303 on SP 305991	51203673
Lot 5304 on SP 305991	51203674
Lot 5305 on SP 305991	51203675
Lot 5306 on SP 305991	51203676
Lot 5307 on SP 305991	51203677
Lot 5308 on SP 305991	51203678
Lot 5309 on SP 305991	51203679
Lot 5310 on SP 305991	51203680
Lot 5311 on SP 305991	51203681
Lot 5401 on SP 305991	51203682
Lot 5402 on SP 305991	51203683
Lot 5403 on SP 305991	51203684
Lot 5404 on SP 305991	51203685
Lot 5405 on SP 305991	51203686
Lot 5406 on SP 305991	51203687
Lot 5407 on SP 305991	51203688
Lot 5408 on SP 305991	51203689

Lot on Plan Description	Title Reference
Lot 5409 on SP 305991	51203690
Lot 5410 on SP 305991	51203691
Lot 5411 on SP 305991	51203692
Lot 5501 on SP 305991	51203693
Lot 5502 on SP 305991	51203694
Lot 5503 on SP 305991	51203695
Lot 5504 on SP 305991	51203696
Lot 5505 on SP 305991	51203697
Lot 5506 on SP 305991	51203698
Lot 5507 on SP 305991	51203699
Lot 5508 on SP 305991	51203700
Lot 5509 on SP 305991	51203701
Lot 5510 on SP 305991	51203702
Lot 5511 on SP 305991	51203703
Lot 5601 on SP 305991	51203704
Lot 5602 on SP 305991	51203705
Lot 5603 on SP 305991	51203706
Lot 5604 on SP 305991	51203707
Lot 5605 on SP 305991	51203708
Lot 5606 on SP 305991	51203709
Lot 5607 on SP 305991	51203710
Lot 5608 on SP 305991	51203711
Lot 5609 on SP 305991	51203712
Lot 5610 on SP 305991	51203713
Lot 5611 on SP 305991	51203714
Lot 5701 on SP 305991	51203715
Lot 5702 on SP 305991	51203716
Lot 5703 on SP 305991	51203717
Lot 5704 on SP 305991	51203718
Lot 5705 on SP 305991	51203719
Lot 5706 on SP 305991	51203720
Lot 5707 on SP 305991	51203721

Lot on Plan Description	Title Reference
Lot 5708 on SP 305991	51203722
Lot 5709 on SP 305991	51203723
Lot 5710 on SP 305991	51203724
Lot 5711 on SP 305991	51203725
Lot 5801 on SP 305991	51203726
Lot 5802 on SP 305991	51203727
Lot 5803 on SP 305991	51203728
Lot 5804 on SP 305991	51203729
Lot 5805 on SP 305991	51203730
Lot 5806 on SP 305991	51203731
Lot 5807 on SP 305991	51203732
Lot 5808 on SP 305991	51203733
Lot 5809 on SP 305991	51203734
Lot 5810 on SP 305991	51203735
Lot 5811 on SP 305991	51203736
Lot 5901 on SP 305991	51203737
Lot 5902 on SP 305991	51203738
Lot 5903 on SP 305991	51203739
Lot 5904 on SP 305991	51203740
Lot 5905 on SP 305991	51203741
Lot 5906 on SP 305991	51203742
Lot 5907 on SP 305991	51203743
Lot 5908 on SP 305991	51203744
Lot 5909 on SP 305991	51203745
Lot 5910 on SP 305991	51203746
Lot 5911 on SP 305991	51203747
Lot 51001 on SP 305991	51203748
Lot 51002 on SP 305991	51203749
Lot 51003 on SP 305991	51203750
Lot 51004 on SP 305991	51203751
Lot 51005 on SP 305991	51203752
Lot 51006 on SP 305991	51203753

Lot on Plan Description	Title Reference
Lot 51007 on SP 305991	51203754
Lot 51008 on SP 305991	51203755
Lot 51009 on SP 305991	51203756
Lot 51010 on SP 305991	51203757
Lot 51011 on SP 305991	51203758
Lot 51101 on SP 305991	51203759
Lot 51102 on SP 305991	51203760
Lot 51103 on SP 305991	51203761
Lot 51104 on SP 305991	51203762
Lot 51105 on SP 305991	51203763
Lot 51106 on SP 305991	51203764
Lot 51107 on SP 305991	51203765
Lot 51108 on SP 305991	51203766
Lot 51109 on SP 305991	51203767
Lot 51110 on SP 305991	51203768
Lot 51111 on SP 305991	51203769
Lot 51201 on SP 305991	51203770
Lot 51202 on SP 305991	51203771
Lot 51203 on SP 305991	51203772
Lot 51204 on SP 305991	51203773
Lot 51205 on SP 305991	51203774
Lot 51206 on SP 305991	51203775
Lot 51207 on SP 305991	51203776
Lot 51208 on SP 305991	51203777
Lot 51209 on SP 305991	51203778
Lot 51210 on SP 305991	51203779
Lot 51211 on SP 305991	51203780
Lot 51301 on SP 305991	51203781
Lot 51302 on SP 305991	51203782
Lot 51303 on SP 305991	51203783
Lot 51304 on SP 305991	51203784
Lot 51305 on SP 305991	51203785

<b>Lot on Plan Description</b>	<b>Title Reference</b>
Lot 51306 on SP 305991	51203786
Lot 51307 on SP 305991	51203787
Lot 51308 on SP 305991	51203788
Lot 51309 on SP 305991	51203789
Lot 51310 on SP 305991	51203790
Lot 51311 on SP 305991	51203791
Lot 32 on SP 288486	51083679

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot No. on Plan	Contribution Entitlement	Interest Entitlement
Waterpoint Residences One Community Titles Scheme 48064	2391	12894
Waterpoint Residences Two Community Titles Scheme 50419	2801	14718
Waterpoint Residences Three Community Titles Scheme 53210	1441	18435
<b>AGGREGATE</b>	<b>6633</b>	<b>46,047</b>

The contribution schedule principle under s46 (7) of the Body Corporate and Community Management Act 1997 ("Act") on which the contribution schedule entitlements have been decided is the Equality Principle. The interest schedule lot entitlements reflect the respective market values of the lots.

The contribution schedule lot entitlement for Waterpoint Residences One Community Titles Scheme 48064 and Waterpoint Residences Two Community Titles Scheme 50419 and Waterpoint Residences Three Community Titles Scheme has been calculated as the aggregate Contribution Schedule Lot entitlements applicable to those community titles schemes.

See Schedule B for further explanation.

**SCHEDULE B SCHEDULE OF DEVELOPMENT OF SCHEME LAND****LAYERING**

- 1 The scheme land is made up of a layered arrangement consisting of the principal scheme being Waterpoint Residences Community Titles Scheme 47412 and three subsidiary schemes being Waterpoint Residences One Community Titles Scheme 48064, Waterpoint Residences Two Community Titles Scheme 50419 and Waterpoint Residences Three Community Titles Scheme.
- 2 Lot 32 on SP 286486 (being a lot within Waterpoint Residences Three Community Titles Scheme) has not been developed and may in the future be further developed.
- 3 Such development may include the actions contemplated in this Schedule B and therefore the total Development is not currently complete.

**GENERAL- HISTORY AND OUTLINE**

- 4 There is a layered Scheme for the Scheme Land ('Development').
- 5 The Body Corporate for Waterpoint Residences Principal Community Titles Scheme 47412 ('Principal Scheme') is the Principal Body Corporate.
- 6 The Principal Scheme initially consisted of four (4) lots, volumetric format lot 1 on SP 277189, and the other lots (by way of reconfiguration) being standard format lots 11, 14 and 20 on SP 277190.
- 7 Lots 11, 14 and 20 and the common property were then reconfigured to create Lot 11 on SP 282620, Lot 14 on SP 282618 and Lot 20 on SP 282618 ('Development Lots' (which expression shall mean those lots as reconfigured from time to time)) and common property.
- 8 Each of the Development Lots was subdivided (through one or a series of subdivisions) to create the Subsidiary Community Titles Schemes ('Subsidiary Scheme'), and each Subsidiary Scheme is itself a Basic Scheme.
- 9 Development of the scheme land relevant to Waterpoint Residences One Community Titles Scheme 48064 and Waterpoint Residences Two Community Titles Scheme 50419 has been completed.
- 10 It is intended that Lot 32 on SP 288486 (being the remaining Lot to be developed, and also known as a 'Development Lot') will be developed by way of being subdivided by any series of building format plans, standard format plans and/or volumetric format plans (or any combination of those plans).

**REGULATION MODULE**

- 11 The Accommodation Module of regulations applies to the Principal Scheme and each Subsidiary Scheme.

**PLANS AND APPROVALS**

- 12 The land for the Principal Scheme (including the Development Lots (for each Subsidiary Scheme)) has been (and in respect to Lot 32 on SP 288486 will be) developed in accordance with local government approvals (and the Original Owner and Developer may apply for and obtain amendments / variations to such approvals at any time which may vary the size of, number of lots in, configuration of lots in, buildings comprising, or any other aspect of the Development).

**NUMBER AND USE OF LOTS**

- 13 It is expected that the Development, once complete, will comprise of no more than 900 lots for residential purposes (although the by-laws of the Principal Scheme and/or any Subsidiary Scheme may authorise Lots to be used for the purpose of caretaking and letting services) and common property.

**INTENDED FUTURE SUBDIVISION**

- 14 Development of the scheme land relevant to Waterpoint Residences One Community Titles Scheme 48064 and Waterpoint Residences Two Community Titles Scheme 50419 has been completed.

- 15 It is expected that Waterpoint Residences Three Community Titles Scheme will be developed progressively by subdividing Lot 32 on SP 288486 to create lots and common property, and if required a balance development lot by way of building format plan, standard format plan or volumetric format plan.

The same (ie subdivision to create additional lots and/or common property and/or a further balance development lot) will then occur to the balance development lot in Waterpoint Residences Three Community Titles Scheme until the Original Owner or Developer has completed development of the particular Subsidiary Scheme.

- 16 The order of development, and staging of the development, will be at the sole discretion of the Original Owner and the Developer.
- 17 In order to complete the development of Waterpoint Residences Three Community Titles Scheme, such development may create additional common property for the Principal Scheme and/or reduce the area of common property of the Principal Scheme.

**EASEMENTS**

- 18 The Scheme Land is subject to and may in the future be subject to a number of easements for example:
- (a) Easements burdening and/or benefiting the Development in favour of the local authority and/or any service providers for access and services;
  - (b) Easements benefiting land within the Development and burdening land within the Development for the purposes of access, enjoyment and/or services.

The Scheme Land may be burdened or benefited by any other easements or covenants as required by the local authority, utility or service providers, or the Original Owner or Developer in order to complete the Development.

- 19 Easements may be surrendered in whole or in part at any time, at the discretion of the Original Owner and/or Developer. For example, an access easement in favour of Subsidiary Schemes may be cancelled in favour of providing access via existing or newly created common property.

**20 LOT ENTITLEMENTS**

- (a) The interest schedule lot entitlements and the contribution schedule lot entitlements for the current stage of subdivision are as set out in Schedule A.

The contribution schedule lot entitlement for lots in the Scheme as they are developed as Subsidiary Schemes are expected to be calculated as follows:

- (i) For each lot within a Subsidiary Scheme, it will be 10 contribution schedule lot entitlements, although a lot intended as an office only will have a contribution schedule lot entitlement of 1,

and a lot intended for future development will have a contribution schedule lot entitlement of 10 or such other number as reasonably determined by the developer.

- (ii) As further lots are included in the Subsidiary Scheme, that Subsidiary Scheme's contribution schedule lot entitlement will increase accordingly for the purpose of a contribution schedule lot entitlement in the Principal Scheme (ie if the Subsidiary Scheme has a contribution schedule lot entitlement of 50, then that Subsidiary Scheme will have a contribution schedule lot entitlement of 50 for the Principal Scheme).

The interest schedule lot entitlement for lots in the Scheme as they are developed as Subsidiary Schemes are expected to be calculated as follows:

- (iii) Within a Subsidiary Scheme, the respective interest schedule of lot entitlements relative to each lot will reflect the market values of the lot;
- (iv) As further lots are included in the Subsidiary Scheme, that Subsidiary Scheme's interest schedule lot entitlement will reflect the overall market value of the lots in that Subsidiary Scheme compared to the market value of all lots in the Development.

The interest schedule lot entitlements will reflect the respective market values of the lots.

### **EXCLUSIVE USE AREAS**

- 21 It is not intended that any lot in the Scheme, including any of the Subsidiary Schemes, will be granted Exclusive Use over any areas of the Principal Scheme, other than for car parking purposes.
- 22 Certain car parking areas of the Principal Scheme have been allocated as exclusive use to Subsidiary Schemes.
- 23 At each stage of progressive development of Waterpoint Residences Three Community Titles Scheme, it is anticipated that Schedule E of the Community Management Statement for that Subsidiary Scheme will be amended to include new and/or additional exclusive use areas for car parking purposes and/or storage purposes and/or balcony areas at the discretion of the Original Owner or Developer, and the Original Owner or Developer may allocate exclusive use areas using the mechanism in the by-laws for that Subsidiary Scheme.
- 24 Future allocations of common property under exclusive use by-laws may be made in each stage of the Development for the purpose of providing car parking and/or storage and/or balcony areas.
- 25 The exclusive use plans attached to this Community Management Statement may change in accordance with the requirements of any council approvals or building dictates, and the Original Owner or Developer may substitute revised plans and record a new Community Management Statement with the revised plans in its discretion.

### **FACILITY SHARING ARRANGEMENTS AND EASEMENTS**

- 26 There are agreements in place (and may be further agreements put into place) between Subsidiary Schemes for the sharing of the use and enjoyment of facilities forming part of the common property for those Schemes and their body corporate assets.
- 27 There are agreements in place (and may be further agreements put into place) between Subsidiary Schemes and the Principal Scheme for the sharing of the use and enjoyment of facilities forming part of the common property for those Schemes and their body corporate assets.
- 28 There are easements in place (and may be further easements put into place) between Subsidiary Schemes and/or the Principal Scheme for obtaining access to and over areas of common property of Subsidiary Schemes.

**FURTHER RECONFIGURATION OF LOTS AND CREATION OF COMMON PROPERTY FOR THE PRINCIPAL SCHEME**

- 29 Prior to completion of the Development, lots and common property may be reconfigured to create different areas for those lots and more or less common property for the Principal Scheme or any Subsidiary Scheme.

**ADDING AREAS TO THE SCHEME OR REDUCING THE AREA OF THE SCHEME**

- 30 Land may be added and removed to and from the Scheme Land (ie to and from the Principal Scheme, or any Development Lots or Subsidiary Scheme), or dedicated, from time to time at the discretion of the Original Owner or the Developer, or as required by the local authority. This may or may not involve the registration of new Community Management Statements from time to time.
- 31 If the Original Owner or Developer add any land to the Scheme Land, or remove any land from the Scheme Land, then:
- (a) the relevant Body Corporate agrees to accept a transfer of the additional land or sign a transfer to dispose of land (as the case may be) and a new Community Management Statement will be recorded to reflect the acquisition of, or disposal of, the land; and
  - (b) the relevant Body Corporate or Bodies Corporate must, as required by the Original Owner or Developer, grant access easements and/or facility sharing agreements as reasonably required in order to enable the supply of access and facilities to any land that is added or removed.

**NEW COMMUNITY MANAGEMENT STATEMENTS**

- 32 In order to accommodate the completion of the Development and the creation and development of the Principal Scheme and Subsidiary Schemes, subdivision of lots in those Subsidiary Schemes and to adjust the by-laws, contribution schedule lot entitlements and interest schedule lot entitlements, new Community Management Statements will be recorded at each stage of development as required by law.

**CONCEPT PLAN AND RESERVATIONS**

- 33 Attached is a concept plan showing the initial progressive development of the Scheme Land.
- 34 The concept plan represents an indicative development plan of the Scheme Land and an estimate as to the number of lots that is subject to this Schedule. The plan is not intended to accurately specify the location of any building, lots or common property on the Scheme Land and the plan is subject to this Schedule.
- 35 Despite anything else in this Schedule or the concept plan, the:
- (a) number of Development Lots;
  - (b) timing of and order of development of Development Lots, and timing of and order of developing stages within Subsidiary Schemes;
  - (c) number of stages of the Development;
  - (d) number of lots in any Subsidiary Scheme and the number of buildings in any stage of development;
  - (e) areas of common property (size and location) in any stage of development of the Principal Scheme or any Subsidiary Scheme;
  - (f) facilities, landscaping, leases, licences, infrastructure and/or recreational areas affecting the Scheme Land at any stage;
  - (g) easements or covenants or facility sharing arrangements affecting the Scheme Land at any stage;
  - (h) terms of any service contracts or other contracts (such as contracts for supply of services,

caretaking, management, letting) entered into by the Principal Scheme or any Subsidiary Scheme;

may alter depending on changes made to the development approvals relative to the development of the Scheme, the market demand, site conditions, economic reasons, local authority requirements and other matters. For example, stages may be combined or there may be additional stages. The Original Owner and developer reserves the right to vary the total number of lots in the scheme at its sole discretion.

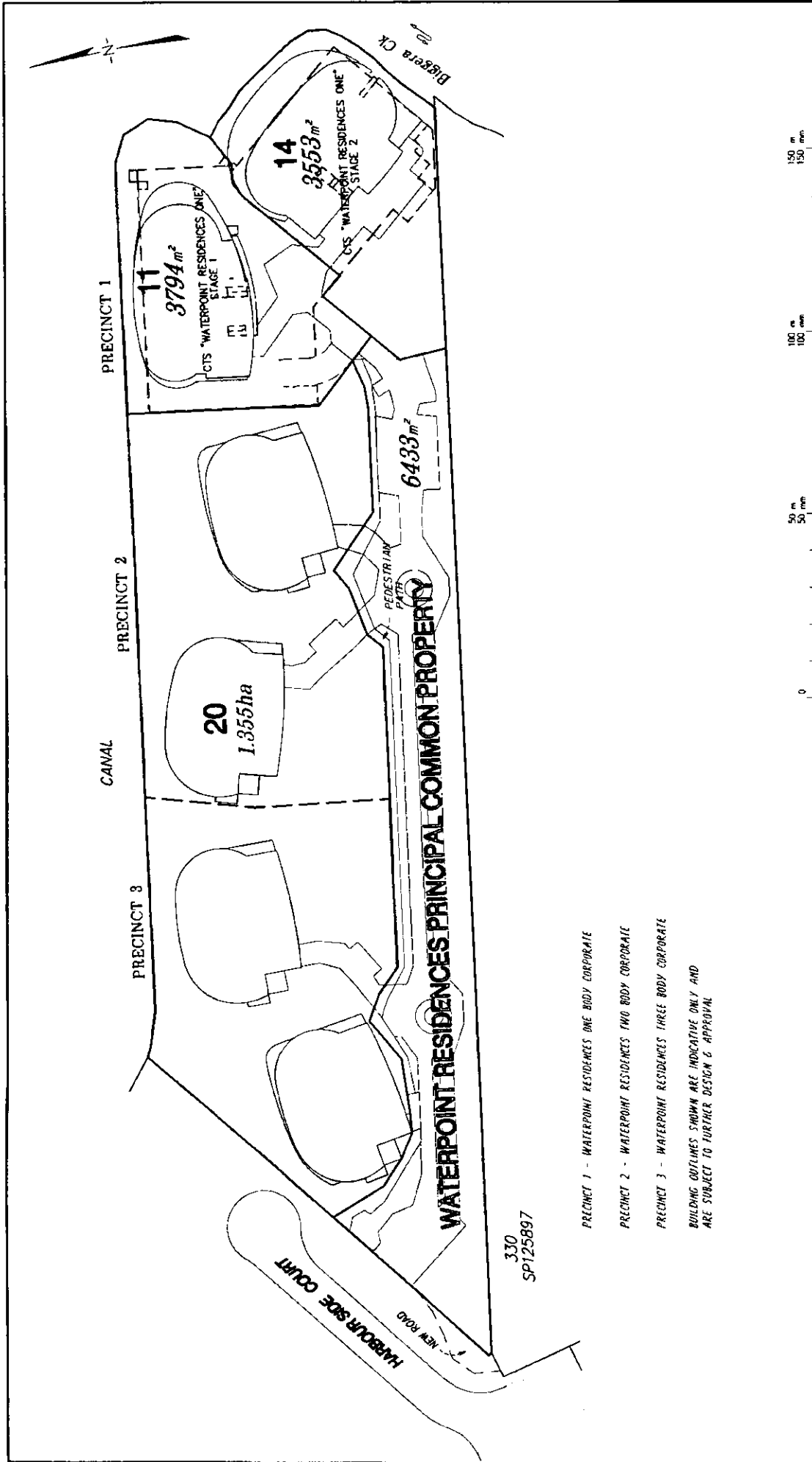
36 Any plan numbers referred to in this Schedule B may change.

### **CONSENT TO DEVELOPMENT**

37 The Principal Scheme and owners and occupiers in the Principal Scheme agree to give their consent to the recording of any new Community Management Statement or any number of Community Management Statements that are required to complete the Development as required by the Original Owner and/or Developer.

### **DEFINITIONS**

38 In this schedule, the words 'original owner' and 'developer' have the meaning as set out in the Body Corporate and Community Management Act 1997 (or its replacement), the developer includes the owner of any standard format lot development parcel in the Scheme or any Subsidiary Scheme, and the original owner and developer may assign their rights under this Schedule to any other person (and such person may also assign those rights to other persons).



**WATERPOINT RESIDENCES PRINCIPAL COMMON PROPERTY**

330  
SP125897

- PRECINCT 1 - WATERPOINT RESIDENCES ONE BODY CORPORATE
- PRECINCT 2 - WATERPOINT RESIDENCES TWO BODY CORPORATE
- PRECINCT 3 - WATERPOINT RESIDENCES THREE BODY CORPORATE

BUILDING OUTLINES SHOWN ARE INDICATIVE ONLY AND ARE SUBJECT TO FURTHER DESIGN & APPROVAL

<p><b>CONCEPT AND STAGING PLAN</b></p> <p>"WATERPOINT RESIDENCES PRINCIPAL"</p> <p>Biggers Waters Parish of BARRROW County of Ward</p> <p>J:\42200-142261\dwgs\20996D.dwg</p> <p>Scale: 1 : 1000</p> <p>Level Datum: AHD</p> <p>File: -</p> <p>Drawn: CMC</p> <p>Chk'd: CMC</p>	<p><b>B &amp; P SURVEYS CONSULTING SURVEYORS</b></p> <p>10 Nerong Street Nerong, QLD 4211, Australia Telephone: 07 5502 0370 Fax: 07 5502 0374 Email: nerong@bbsurveys.com.au Webpage: www.bbsurveys.com.au Offices Also At: Tweed Heads 3511 Ph: 07 5536 3511</p> <p><b>bp</b> A QUALITY ASSURED COMPANY <b>JBW</b></p>	<p>Ref. No: 42261</p> <p>Date: 1/10/15</p> <p>Drawing No/Size: 20996 D</p> <p>Sheet: 01</p> <p>Rev: 1</p>
<p><b>Important Notes:</b></p> <p>THE PROPOSED BOUNDARIES AS SHOWN HEREON ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL DESIGN, LOCAL AUTHORITY APPROVAL AND REGISTRATION IN THE DEPARTMENT OF NATURAL RESOURCES &amp; MINES</p> <p>DIMENSIONS, AREAS, AND TOTAL NUMBER OF LOTS SHOWN HEREON ARE SUBJECT TO FINAL FIELD SURVEY AND LOCAL AUTHORITY APPROVAL</p>		
<p>Client: <b>MARINA SHORES DEVELOPMENTS PTY LTD</b></p>		

**SCHEDULE C SCHEDULE OF BY-LAWS****1 NOISE:**

An owner or occupier of a Lot must not within the scheme land create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**2 VEHICLES:**

- (a) Owners and occupiers must comply with, and ensure that their invitees comply with, directions given by an authorised representative of the body corporate regarding the use of visitor car parking spaces.
- (b) The owner or occupier of a lot, and any occupier of any common property must not without the Body Corporate's written approval:
  - (i) park a vehicle or allow a vehicle to stand on the common property or any easement area or shared area to which the Body Corporate has use; or
  - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park, or other parking area to which the Body Corporate has use.
- (c) Approval under the above clause must state the period for which it is given.
- (d) However the Body Corporate may cancel an approval under the above clause by giving 7 days written notice to the owner or occupier.
- (e) An owner or occupier shall only allow bona fide visitors of lots to occupy an area designated as a visitor car parking space. The maximum time allowed at any one instance for parking in a visitor car parking space is six (6) hours.
- (f) Commercial vehicle facilities (if any) must only be used for short term loading and unloading of vehicles.
- (g) The Body Corporate committee is hereby authorised to erect any appropriate signage deemed necessary by the committee on the common property to notify owners and occupiers of lots, and occupiers of the common property of these by-laws, and the Body Corporate's requirements regarding parking and may, in addition to any other remedy available to the Body Corporate, issue warning letters (in its discretion) to any person suspected to be in breach of these by-laws, although the same need not be issued to enforce these by-laws.
- (h) In addition to being able to exercise its contractual rights and/or common law rights, to the extent that the same is not prohibited by the Body Corporate and Community Management Act 1997 (as amended), the Body Corporate, via the Committee is hereby authorised to remove any vehicle parked on the common property in contravention of these by-laws by engaging any towing company or towing service to remove the vehicle, at the owner and operator of the vehicle's (jointly and severally) sole expense and risk.
- (i) Upon request, each owner and occupier of the Scheme must provide the Body Corporate with the registration number, make and model of any vehicle they control which is likely to be at the Scheme from time to time.

**3 OBSTRUCTION:**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4 DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY:**

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
  - (i) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (ii) use a part of the Common Property as a garden.
- (b) Approval under 4(a) must state the period for which it is given.
- (c) However the Body Corporate may cancel an approval under 4(a) by giving seven (7) days written notice to the owner or occupier.

**5 DAMAGE TO COMMON PROPERTY:**

- (a) An owner or occupier of a lot must not, without the Body Corporate's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property.
- (b) However an owner or occupier may install a locking or safety device to protect the lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (c) The owner or occupier of the lot must keep a device installed under 5(b) in good order and repair.

**6 BEHAVIOUR OF INVITEES:**

An owner or occupier of a lot must take all reasonable steps to ensure that their invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**7 DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY:**

Subject to the requirements for garbage disposal under By-law 10, an owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**8 APPEARANCE OF LOT:**

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot, including without limitation a change to the colour of the exterior of the lot, unless the change is minor and does not detract from the amenity of the lot and its surrounds and provided any consent of the Body Corporate (as may be required by the Act and/or Regulation Module) has first been obtained.
- (b) Buildings and structures must not be painted in highly reflective, bright or obtrusive colours.
- (c) The owner or occupier of a lot must not, without the Body Corporate's written approval:
  - (i) hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or

- (ii) display a sign, advertisement, placard, banner, pamphlet, flag or similar article if the article is visible from another lot or the common property or from outside the scheme land.
- (d) An owner or occupier shall not install, renovate, and/or replace curtains or blinds visible from outside any lot unless such curtains are approved by the Committee, and are ultra-violet protected. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Tinting of windows shall not be allowed unless approved by the Committee.
- (e) An owner or occupier shall not place on external balconies of the lot (or the roof of any building on the scheme land if the part of the lot is the roof) any furniture that is not made to be and intended to be used as outdoor furniture without the prior written approval by the Committee. Any furniture placed must be located in a way, or installed in a way, so as not to pose a safety concern.
- (f) No external blinds shall be erected without the previous consent in writing of the Body Corporate.
- (g) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

#### 9 STORAGE OF FLAMMABLE LIQUIDS / FIRE RISK.

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this by-law does not apply to the storage of fuel in:
  - (i) the fuel tank of a vehicle, boat or internal combustion engine; or
  - (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- (d) This by-law does not apply to an engaged caretaker or letting agent for the Principal Scheme or a Subsidiary Scheme storing flammable substances (provided that to do so is to assist in fulfilling their duties) on common property or their lot specified for storage.

#### 10 GARBAGE DISPOSAL:

The owner or occupier of a lot must –

- (i) dispose of all garbage by the garbage/waste chute provided in the buildings on the scheme land or otherwise use any other receptacle or facility provided by the Body Corporate (or in the case of a lot in a Subsidiary Scheme, the Body Corporate for the Subsidiary Scheme) for the disposal of garbage;
- (ii) comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes and the use of any garbage bins/receptacles including those on the common property or those to which the body corporate has use;
- (iii) comply with all government local laws about the disposal of garbage;
- (iv) ensure that the owner or occupier does not, in disposing of garbage either in a bin/receptacle or down a chute, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;

- (v) ensure that their use of any garbage chute or bin/receptacle does not cause the surrounding area to become unclean or untidy, and that they do not knowingly overfill any garbage bin/receptacle or block any chute;
- (vi) ensure that empty bottles, boxes, used containers and similar contains are stored tidily and, so far as possible, out of sight.

## 11 PATHWAYS AND DRIVEWAYS AND SHARED ARRANGEMENTS

The pathways, boardwalks and drives on the land (and any facilities allowing for the parking of cars) and any easement giving access to the land shall only be used for a proper purpose and shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle or water craft so as to prevent the passage of other vehicles over the said pathways, drives, facilities and easement.

If the scheme has the benefit of any easement area/s or facility sharing agreement/s, then these by-laws shall apply to each owner and occupier, as far as practicable, to the areas the subject of the easement area/s and facility sharing agreement/s.

## 12 KEEPING OF ANIMALS:

- (a) Subject to section 181 of the Act, the owner or occupier of a lot shall not, without the approval in writing of the Committee (for the purpose of this by-law 'Committee' shall mean the Committee relevant to the particular Subsidiary Scheme), keep any animal upon their lot or bring an animal onto the common property.
- (b) The Committee shall not unreasonably withhold its consent for the keeping on a lot of either a small domestic dog or cat which shall not grow to a weight greater than 10kgs and which shall not be likely to cause a nuisance to other owners and occupiers.
- (c) Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.
- (d) If the Committee does approve a pet, the Committee must impose the following conditions where it would be practicable and reasonable to do so:
  - (i) The pet must be kept in the lot the subject of the approval (and any exclusive use areas of the lot that are suitably enclosed) while the pet is present on the scheme land;
  - (ii) The pet is not permitted to roam on common property or into other lots;
  - (iii) The pet must enter or traverse common property only for the purpose of being brought directly onto or taken directly off scheme land, at which time the pet must be carried, leashed or similarly restrained;
  - (iv) The pet is not permitted to make noise, or otherwise cause a nuisance, that unreasonably interferes with a person's use or enjoyment of another lot or common property;
  - (v) The pet is not permitted to defecate or urinate on common property, and if it does the same must be cleaned as soon as possible by the owner or occupier of the lot the subject of the approval;
  - (vi) All animal waste must be promptly and effectively disposed of to avoid spillage or odour;

- (vii) All applicable local council regulations regarding keeping of the pet must be complied with;
- (viii) All reasonable steps must be taken to keep the pet well-groomed, in good health, free from fleas and parasites, and vaccinated;
- (ix) No additional, replacement or substitute pet may be brought onto the Lot or common property without the prior written approval of the Committee.

### 13 NOTICE OF ACCIDENT:

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

### 14 NO FIRE RISKS:

An owner or occupier of a lot shall not bring to, do or keep anything in their lot which shall increase the rate of fire insurance on the scheme land or any property on the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

### 15 USE OF LOTS:

- (a) All lots shall be used for residential purposes only except for any lot in a Subsidiary Scheme which is approved by the relevant Subsidiary Scheme to be used for the conduct of the caretaking and management of the building and for the business of the letting of lots and ancillary services ('Manager's Lot').
- (b) The owner or occupier of the Manager's Lot may conduct the business of letting of lots and the provision of ancillary services and may be licensed by any government department or authority for that purpose.
- (c) The Body Corporate of each Subsidiary Scheme is authorised to enter into Agreements from time to time with the owner or occupier of the Manager's Lot as to the conduct of the letting activities and any ancillary services on such terms and conditions as the Body Corporate deems fit by ordinary resolution in general meeting, in accordance with any legislation applying to the Scheme.

### 16 ALTERATIONS TO LOTS:

- (a) No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit) without the prior permission in writing of the Committee (for the purpose of this by-law 'Committee' shall mean the Committee relevant to the particular Subsidiary Scheme).
- (b) An Owner or Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Works) unless the Owner or Occupier has first obtained the written approval of the Committee.
- (c) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:
  - (i) The Floor Impact Isolation Class (FIIC) of the Works when completed must not be less than the following performance specification:

Area	FIIC
Kitchen	55
Lounge/bedroom	55

- (ii) Following the installation of the Works, if requested in writing by the Committee, the Owner or Occupier must at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner or Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
  - (iii) Where the FIIC of the completed Works is less than the level detailed in paragraph (c)(i), the Owner or Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(ii) must again be complied with by the Owner or Occupier.
  - (iv) Where the Works are installed and the FIIC complies with the requirements of paragraph (c)(i) and any other conditions imposed by the Committee, the Committee or its representative must notify the Body Corporate's insurers of the installation of the Works and the Owner or Occupier will be liable for any increase in premium as a result of the installation of the Works.
- (d) An Owner or Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.
  - (e) The granting of any approval by the Committee does not in any way relieve an Owner or Occupier of his or her responsibility under any other By-Laws.
  - (f) If an Owner or Occupier fails to comply with the terms of this by-law, then an Owner or Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.
  - (g) No alterations covered by this By-law shall be made to a lot without the Owner or Occupier first providing evidence of compliance with this By-law to the Body Corporate.

#### 17 COMMITTEE MAY MAKE RULES:

The Committee may make rules relating to the Common Property and in particular as to security and for the Recreational Facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

#### 18 USE OF SWIMMING POOL AND OTHER RECREATIONAL FACILITIES:

- (a) The Swimming Pool and Gymnasium shall not be used between the hours of 10:00pm and 6:00am and other Recreational Facilities shall not be used between the hours of 10:00pm and 7:00am.
- (b) Invitees and guests of an owner or occupier may not use any of the recreation facilities unless an owner or occupier accompanies them.

- (c) Children aged 12 years or younger in any recreational facility must be accompanied by an adult owner or occupier exercising effective control over them.
- (d) Alcoholic beverages must not be consumed in or around the swimming pool.
- (e) Food, glass, breakable items and pets must not be brought into the swimming pool area.
- (f) The Committee may make, amend, repeal and re-introduce reasonable policies and procedures regarding bookings of the Recreational Facilities, which must be complied with by the owners and occupiers in the Scheme provided that the Committee must keep owners and occupiers informed of such policies and procedures.
- (g) Owners and occupiers must not smoke when in a Recreational Facility (other than in any designated smoking area from time to time), and must comply with all laws that apply from time to time regarding smoking on common property.

#### 19 COMPLIANCE WITH LAWS AND OBLIGATIONS APPLY TO TENANTS AND INVITEES:

The owner and occupier of each lot must comply with all laws and approvals in respect of the Scheme Land and use of any areas adjoining the Scheme Land.

The duties and obligations imposed by these By-Laws on an owner or occupier of a lot must be observed by the owner or occupier of lots and by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

#### 20 SECURITY:

- (a) The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:
  - (i) close off any part of the common property not required for ingress or egress to a lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
  - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
  - (iii) obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on common property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) The Body Corporate shall not be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

**21 SECURITY KEYS AND INTERCOM:**

- (a) If the Committee in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any gate, lock or similar security device, or the access to any lot or common property is otherwise restricted, the Committee may make such a number of keys, fobs or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefor as may be determined from time to time by the Committee.
- (b) An owner of a lot to whom any key, fob or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier;
- (c) An owner or occupier of a lot into whose possession any key, fob or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An owner or occupier of a lot who is issued with a key, fob or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced, and will be responsible for the cost of any replacement.
- (e) An owner or occupier of a lot shall exercise a high degree of caution and responsibility in using the intercom system to allow access to owners, occupiers and visitors. An owner or occupier of a lot must make reasonable enquiries to ascertain the identity of the visitor/occupier/owner requesting access before allowing same.

**22 RECOVERY OF MONEY FOR DAMAGE:**

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

**23 RECOVERY OF MONEY FROM OWNERS:**

- (a) If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-Law include any former owner or occupier of the relevant Lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-Laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.
- (b) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-laws of the Body Corporate;
  - (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's Lot, including but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.
- (c) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's Lot failing which the purchaser of such Lot shall be liable to the Body Corporate for the payment of same.

#### **24 DEVELOPER'S DISPLAY UNIT:**

The original owner and developer may utilise any lot or lots as a display lot for the purpose of allowing prospective purchasers to inspect such lot or lots, and may place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme.

#### **25 RIGHT OF ACCESS:**

Where any utility infrastructure crosses through or over any part of a lot in the scheme or the common property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

#### **26 OVERRIDING BENEFIT TO DEVELOPER:**

Nothing in these By-Laws shall apply to constrain or deny the original owner or any successor or assignee of the original owner or the developer the right to fully and freely carry out any works, construction, repair or renovation within the Scheme or any part of the Development or to have any contractors, agents or employees undertake construction or sales activities within the scheme, and the original owner and their successors or assignees and the developer shall specifically have those rights.

Without limiting the above, the Original Owner and Developer may do anything on the Scheme Land and relevant to the Development (including on areas adjoining the Scheme Land such as a waterway) including without limitation:

- (a) Conducting excavation, earthworks, construction, construction of Recreational Facilities and other facilities, landscaping, and development of Subsidiary Schemes;
- (b) Erecting signage and permitting signage to be erected;

- (c) Bringing heavy earthmoving and construction equipment onto the Scheme Land;

without the consent of the Body Corporate or any lot owner or occupier and will not be in breach of the by-laws for doing so.

The Principal Scheme and Subsidiary Schemes must not do anything which delays the Original Owner or Developer from completing the Development and development of any areas intended to be used as part of the Development, and must execute any documents reasonable required by the Original Owner or Developer to complete the Development.

The Principal Scheme and the owner of each Lot hereby authorise the Original Owner and Developer to have full and free access across the Scheme Land for the purposes of conducting and completing the Development, and will not object to any noise, dust, construction activity, vehicles or other nuisance which may arise because of such activity.

## **27 CAR PARKING AREAS - CLEANING AND MAINTENANCE:**

- (a) The owners and occupiers must keep the car parking levels of the scheme land in a clean and tidy condition at all times. Other than as set out in By-law 29, any parts of the car parking areas which are allocated as common property for exclusive use or as part of the title of a lot must be kept clean and tidy by the associated owner and occupier ("the entitled owner"). That entitled owner must not directly cause any rubbish in their allocated area of common property to be blown, swept or otherwise moved to another area in the Scheme, other than to a suitable rubbish receptacle.
- (b) If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to so do if this By-law is not complied with by the entitled owner), the entitled owner must pay a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks, as a debt due and owing by the entitled owner and By-law 22 shall apply to such moneys. If they are granted exclusive use by the Body Corporate to that area, then the owner or occupier shall allow the Body Corporate access to the area of common property to which they are granted exclusive use to allow the Body Corporate to carry out any cleaning and maintenance.
- (c) If the Body Corporate has granted exclusive use over any car parking areas, then the Body Corporate may, but is not obliged to, from time to time authorise a service contractor/caretaker to clean and/or maintain areas of common property which have been granted by way of exclusive use to an occupier or owner. In respect of all areas of exclusive use granted to an owner or occupier, that owner or occupier must act reasonably to allow the service contractor/caretaker access to the specific area of common property for the purposes of maintenance and/or cleaning as per the contract with the Body Corporate.
- (d) Owners and occupiers shall ensure that if they, or their guests, use any bicycle parking facilities, same are used in a proper manner and for their intended purpose, use does not impede car parking spaces and no rubbish or graffiti is left in that area following use.

## **28 RESTRICTED ACCESS TO CAR PARKS:**

So as to regulate the proper use of car parking areas within the scheme by those persons entitled to their use, the Body Corporate may install and maintain gates and similar devices across the driveway on the common property or any access driveways which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card, intercom or similar devices. Such gates may also be subject to an intercom system.

**29 EXCLUSIVE USE AREAS - Car Spaces**

- (a) The Original Owner and any agent of the Original Owner (which includes the Developer) is authorised to allocate the exclusive use of that part of the Common Property (Car Spaces) to the Occupiers of Lots specified in a written notice to the Body Corporate.

When the allocations are made they will be identified in Schedule E under the heading by-law 29.

The owner and occupier of the lot in the Scheme identified in Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property identified in Schedule E adjacent to their lot number and shown on the plan/s attached hereto and marked with the letter as specified in Schedule E, for the use as specified in Schedule E.

- (b) Where a car space is allocated to a Development Lot, then upon that Development Lot being subdivided into common property and lots in a Subsidiary Scheme, the car parks relevant to that Lot will be allocated to that Subsidiary Scheme.
- (c) The following conditions apply to use of an area specified for use as a car space:-
- (i) the car space must only be used for the purpose referred to in Schedule E, and must only be used for the purpose of a visitor space in the manner contemplated in By-law 2;
  - (ii) the Subsidiary Scheme relevant to any exclusive use car space must pay the Principal Scheme the Car Parking Fee:
    - (i) in relation to each car space to which it has exclusive use (ie if it has the use of 3 car parking spaces, it pays 3 Car Parking Fees);
    - (ii) in the manner as directed by the Principal Scheme;
    - (iii) yearly in advance with the first payment due on 1 January after the Subsidiary Scheme first has use of the exclusive use space (the Car Parking Fee is not payable prior to that time);
    - (iv) where GST is applicable, in exchange for a tax invoice from the Principal Scheme.
  - (iii) the Car Space is used at the sole risk of the Subsidiary Scheme and the user of the car space using the same;
  - (iv) the Principal Body Corporate will hold public liability insurance in respect to the car parking space for an amount of \$10million for any one accident or event;
  - (v) the Subsidiary Scheme and the owner and occupier of each Lot in the Subsidiary Scheme relevant to the car space must:
    - (i) use reasonable endeavours to ensure that any vehicles parked in the car space are roadworthy and registered;
    - (ii) use reasonable endeavours to ensure that their guests comply with the terms of these by-laws;
    - (iii) not place litter or garbage in the car space except in receptacles designed for that purpose;
    - (iv) not do anything to deliberately damage the car space;

- (v) use reasonable endeavours to ensure that any vehicles in the car space do not drop oil or other fluids likely to stain the ground of the car space or cause a nuisance;
  - (vi) except for damage caused by fair wear and tear, repair any damage caused to the car space by them or their invitees, agents or contractors;
  - (vii) give immediate notice to the Principal Scheme of any accident to or defect in any water pipes or electric light wiring or fittings of which they are aware; and
  - (viii) make good any damage caused to the common property by them or their guests, agents or contractors or others under their control.
- (vi) Where any repairs or cleaning are required to the car space due to its use in breach of these by laws by the Subsidiary Scheme or the owner or occupier of a Lot in the Subsidiary Scheme relevant to the car space or their guests (for example, deliberate damage to or oil stains), the Subsidiary Scheme must pay for the cost of them;
- (vii) otherwise, in exchange for the Car Parking Fee the Principal Scheme will maintain and repair each car space, including re-marking lines as necessary, and keep each car space generally clean and tidy. The Principal Scheme and any persons authorised by the Principal Scheme shall be permitted access to the car space for the purpose of carrying out its duties in this regard;
- (viii) the relevant Subsidiary Scheme of a car space may erect signs in the car space as reasonably required by them to identify to others that the car spaces are for use by the Subsidiary Scheme and its visitors, agents, contractors and persons approved by the Subsidiary Scheme only;
- (ix) the relevant Subsidiary Scheme and the owner and occupier of each Lot in the Subsidiary Scheme relevant to the car space will allow the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.
- (d) The exclusive use plans attached to this Community Management Statement may change in accordance with the requirements of any council approvals or building dictates, and the Original Owner or Developer may substitute revised plans and record a new Community Management Statement with the revised plans in its discretion.

### 30 SUPPLY OF ELECTRICITY, GAS OR HOT WATER:

The Body Corporate has authority to and may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a supply system for the scheme for electricity, gas and/or hot water to the common property and lots in the Scheme, (hereinafter called "energy products") and in such case the following shall apply in respect of any such energy products:-

- (a) each owner and occupier of a lot shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source, and must provide to the Body Corporate with a bond or security deposit for such usage if the same is requested from the Committee. The Body Corporate shall have the power to sell energy products to each owner and occupier, however the price to be charged by the Body Corporate to each owner and occupier for the supply of reticulated electricity shall be at a rate determined by taking into account all charges relative to the supply of the electricity, without profit to the Body Corporate and shall not exceed the maximum amount that may be charged under the Electricity Act;

- (b) the Body Corporate shall arrange (by itself or via contracts or lease) for the installation of separate energy product meters for each lot;
- (c) the Body Corporate shall not be required to supply to any owner or occupier energy products requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (e) to the extent allowed under the Regulation Modules, the Body Corporate may charge owners and occupiers for the supply of reticulated energy products, including the cost of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.
- (f) the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts (or if the period for payment is less than the minimum time prescribed by law, then the minimum time prescribed by law)
- (g) liability to pay an account rendered in relation to a lot pursuant to this By-law is enforceable jointly and severally against the occupier and owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (h) in the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
  - (i) recover the amount of the unpaid amount or amounts (whether or not a normal 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 energy products to the relevant lot; and/or
  - (iii) if a bond/security deposit has been paid, draw on such amount needed to cover any payment required, or if there is insufficient draw on the entire bond/security deposit, provided the Body Corporate reserves the right to require that the bond/security deposit is reinstated to its original amount.
- (i) An owner or occupier shall ensure that any energy product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy products installations.
- (j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- (k) Any owner or occupier that uses energy supplied to or by the Body Corporate (or where the Body Corporate would incur costs in respect of such supply) must ensure that, before using such energy in respect of their lot, they have agreed to any supply agreement determined by the Body Corporate from time to time, and have otherwise notified the Committee of their details for the purpose of the Body Corporate providing those details to a supplier of energy.
- (l) Owners and occupiers of lots must do everything necessary to allow the Body Corporate to comply with its lawful obligations in respect of the supply of energy products.

**31 STORMWATER MANAGEMENT PLAN AND SQID MAINTENANCE MANAGEMENT PLAN**

- (a) The Body Corporate must comply in all respects with the requirements and recommendations of the Stormwater Management Plan dated 13 May 2015 prepared by Odyssey Consulting Group and titled "Conceptual Stormwater and Flood Hazard Management Plan, Proposed Residential Development Marina Shores, Biggera Waters". Such Stormwater Management Plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.
- (b) The Body Corporate must comply in all respects with the requirements of the Stormwater Quality Improvement Device (SQID) Maintenance Management Plan approved by the Council of the City of Gold Coast relevant to the Development, and any other SQID Maintenance Management Plan produced for the Development from time to time ("SQID Plan"). Such SQID Plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

**32 USE OF STUDY/MEDIA ROOMS**

- (a) Study rooms/media rooms must not be used as a bedroom or converted to a bedroom. Owners must ensure that any occupiers of their Lot are aware of this restriction, by including such restriction in the tenancy agreement.

**33 MARINA BERTH AREAS**

- (a) If an owner or occupier of a Lot has a lease, sub-lease, licence, sub-licence or other authority ('Marina Permit') from the Principal Scheme or a Subsidiary Scheme to use a marina berth (that is on or adjoining the Scheme Land), then such marina berth must be used by the relevant owner or occupier as if it was an area of common property, and the by-laws in this Community Management Statement apply to the use of that area.
- (b) A Marina Permit may be issued by the respective body corporate (ie of the Principal Scheme or Subsidiary Scheme) that owns (or has a lease or licence of) the particular marina berth.
- (c) A breach of the terms of the Marina Permit is deemed to be a breach of these by-laws.
- (d) Owners and occupiers must not interfere with persons properly using and occupying an area pursuant to a Marina Permit.
- (e) Vessels must not be moored in any marina area except in the areas as permitted by, and in accordance with the terms of, a Marina Permit.
- (f) Any marina berth areas and/or boardwalk areas on the Scheme Land must be used as if they were an area of common property, and the by-laws in this Community Management Statement apply to the use of those areas.
- (g) Only owners of a Lot are permitted to hold a Marina Permit without the prior written consent of the respective body corporate (ie of the Principal Scheme or Subsidiary Scheme) that owns (or has a lease or licence of) the particular marina berth.
- (h) An owner may permit an occupant of their lot to use the marina area subject to the Marina Permit whilst that person is a genuine occupant of the Lot. If the owner wishes to permit an invitee to moor their vessel in a marina area subject to a Marina Permit, then they may do so for short periods provided the Committee of the respective body corporate (ie of the Principal Scheme or Subsidiary Scheme) that owns (or has a lease or licence of) the particular marina berth has given prior approval.

**34 COUNCIL OF CITY OF GOLD COAST LOCAL LAW 17**

- (a) The Body Corporate acknowledges its responsibilities in respect of prescribed works pursuant to Gold Coast City Council Local Law 17 (Maintenance of Works in Waterway Areas) 2013 ('Local Law 17').
- (b) In respect of any 'prescribed works' as defined in Local law 17, the Body Corporate acknowledges that a person who is responsible for the prescribed works are, at their cost, required to maintain and keep those prescribed works in:
  - (i) a safe condition; and
  - (ii) good working order, repair and condition, including so that they can continue to perform their intended function.
- (c) Owner and occupiers of Lots must not alter, deface, damage or carry out any works to a prescribed work without the prior written consent of the Committee.

**35 LEASES, LICENSES, EASEMENTS, SHARED FACILITY AGREEMENTS**

- (a) Each owner and occupier of a Lot acknowledges that the Body Corporate and any Subsidiary Scheme may enter into any number of leases, licenses, easements and/or shared facility agreements ('permitted dealings') from time to time. Each owner and occupier of a Lot must:
  - (i) Not do anything to cause the Body Corporate or a Subsidiary Scheme to breach the terms of such permitted dealings;
  - (ii) Only use the areas subject to the permitted dealings in the way permitted by those permitted dealings.
- (b) The Shared Use Arrangement set out in Schedule D of this Community Management Statement are a 'permitted dealing' for the purpose of this by-law.

**36 INTERPRETATION:**

- (a) For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- (b) If any part of a by-law is illegal, void, or invalid then that part of the relevant by-law shall be read down or severed as necessary so as to preserve the balance of the by-law, but if such preservation would make the balance of the by-law unable to operate then the by-law itself will be severed and all other by-laws will remain in full force.
- (c) In these By-laws, except where inconsistent with the context, words used have the meaning set out in the Act and the following terms have the following meanings:-

"the Act" means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended and replaced from time to time;

"Car Parking Fee" means \$50.00 per annum plus GST from 1 January 2017, increased by 3% on 1 January 2018 and each successive year thereafter.

"Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

“common property” means the common property of the Principal Scheme;

“Development” means the development of Waterpoint Residences as contemplated in Schedule B of this Community Management Statement to create a layered scheme containing roads, infrastructure, landscaping, facilities and recreational areas and residential lots in multi-level buildings.

“Development Lot” has the same meaning as in Schedule B of this Community Management Statement.

‘GST’ means the goods and service tax under A New Tax System (Goods and Services) Tax Act and includes other related legislation.

“Lot” means a Lot that is part of the Principal Scheme, a Subsidiary Scheme, and includes a Lot in a Subsidiary Scheme.

“Original Owner’ and ‘Developer’ have the meaning as set out in the Act and the developer includes the owner of any standard format lot development parcel in the Scheme from time to time, and the original owner and developer may assign their rights under the by-laws to any other person (and such person may also assign those rights to other persons).

“Principal Scheme” means the Community Titles Scheme identified in Item 1 of the Community Management Statement to which these By-laws are annexed.

“Recreational Facilities” means the following areas (if any) (including without limitation the Wellness Centre for the Development) on the common property of the Principal Scheme and any areas to which the Principal Scheme has use via any lease, licence, easement and/or shared facility agreement:

- Pool/s;
- Barbeque area/s;
- Games room;
- Theatre/media room;
- Gym;
- Other areas associated with the above.

“Regulation Module” or “Module” means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed.

“Subsidiary Scheme” means each Subsidiary Body Corporate which is a member of the Principal Scheme.

### **37 APPLICATION OF THESE BY-LAWS**

- (a) These by-laws are applicable to and bind the owner and occupier of all Lots in the Principal Scheme and each Subsidiary Scheme.
- (b) These by-laws are the primary by-laws for the Development. If there is any inconsistency between these by-laws and the by-laws for any Subsidiary Scheme, then the by-law of the Subsidiary Scheme is invalid to the extent of any inconsistency.

<b>SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**SCHEDULE D PART A**

## SERVICES LOCATION DIAGRAM :

Services Location Diagram over all lots and Common Property in WATERPOINT RESIDENCES PRINCIPAL Community Titles Scheme 47412 and WATERPOINT RESIDENCES ONE COMMUNITY TITLES SCHEME 48064 and WATERPOINT RESIDENCES TWO COMMUNITY TITLES SCHEME 50419 and WATERPOINT RESIDENCES THREE COMMUNITY TITLES SCHEME in the form annexed marked 'Plan SLD'.

<u>Lots on Plan or CP</u>	<u>Statutory Easement</u>	<u>Service Location Diagram</u>
Common Property of WATERPOINT RESIDENCES PRINCIPAL Community Titles Scheme 47412	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Common Property of WATERPOINT RESIDENCES ONE Community Titles Scheme 48064	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Common Property of WATERPOINT RESIDENCES TWO Community Titles Scheme 50419	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Common Property of WATERPOINT RESIDENCES THREE Community Titles Scheme	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD

**SCHEDULE D PART B****PERMITTED INCLUSION- ARRANGEMENTS WITH SUBSIDIARY SCHEMES FOR THE USE, BY SUBSIDIARY SCHEMES, OF COMMON PROPERTY OR BODY CORPORATE ASSETS**

("SHARED USE ARRANGEMENT")

38 **TIME OF EFFECT**

The Shared Use Arrangement set out in this Schedule takes effect from the time of registration of Waterpoint Residences Two Community Titles Scheme ('Effective Date').

The Shared Use Arrangement applies to all Lots in the WATERPOINT RESIDENCES PRINCIPAL COMMUNITY TITLES SCHEME 47412, and will apply to Waterpoint Residences Three Community Titles Scheme from the time that Scheme is registered.

39 **PURPOSE**

- A. It is intended that the Scheme's Common Property will contain a wellness centre (**Facilities**).
- B. The Facilities are intended for use by all owners, occupiers and guests at the Development.
- C. The Facilities are contained (or are to be contained) as part of the building known as 'Building D' in Waterpoint Residences Two Community Titles Scheme, at the Development.
- D. This schedule sets out the shared arrangement for use of the Facilities, by all owners, occupiers and guests at the Development.

40 **DEFINITIONS**

In this Shared Use Arrangement in schedule D, the following words have the following meaning:

**Act** means the Body Corporate and Community Management Act

**Body Corporate One** means BODY CORPORATE FOR 'WATERPOINT RESIDENCES ONE' COMMUNITY TITLES SCHEME.

**Body Corporate One Owners** means owners and occupiers of lots in the Body Corporate One Scheme.

**Body Corporate Two** means BODY CORPORATE FOR 'WATERPOINT RESIDENCES TWO' COMMUNITY TITLES SCHEME.

**Body Corporate Two Owners** means owners and occupiers of lots in the Body Corporate Two Scheme.

**Body Corporate Three** means BODY CORPORATE FOR 'WATERPOINT RESIDENCES THREE' COMMUNITY TITLES SCHEME.

**Body Corporate Three Owners** means owners and occupiers of lots in the Body Corporate Three Scheme.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the State of Queensland.

**Common Property** means the common property of the Principal Body Corporate Scheme.

**Development** means the development generally known as the Waterpoint Residences development, contained within the Principal Body Corporate Scheme.

**Facilities** means the wellness centre facilities (including without limitation the structure comprising those facilities, fixtures, fittings and equipment) contained on the Common Property, being the area as shown on the attached plan marked 'Wellness Centre' which accompanies this Schedule D.

**Facilities Cleaning Costs** means all costs relevant to cleaning the Facilities and keeping them neat and tidy. Facilities Cleaning Costs excludes any costs which are payable as a result of a Body Corporate breaching this Shared Use Arrangement.

**Facilities Running, Repair, Replacement and Maintenance Costs** means all of Body Corporate Two's running (including without limitation the cost of utility services), repair, replacement, maintenance and upgrade costs of and incidental to:

- (i) Infrastructure and utility services on its Scheme land necessary for providing services to the Facilities;
- (ii) The Scheme land including its improvements;
- (iii) Any of its other property or assets;

which provide some benefit towards the use of the Facilities, but excludes any costs which are payable as a result of a Body Corporate breaching this Shared Use Arrangement.

**Principal Body Corporate** means BODY CORPORATE FOR 'WATERPOINT RESIDENCES PRINCIPAL' COMMUNITY TITLES SCHEME.

**Principal Body Corporate Owners** means owners and occupiers of lots in the Principal Body Corporate Scheme (including lots in a 'lot' that itself is a Scheme).

**Regulation Module** means the Regulation Module identified in Item 2 of the Community Management Statement to which this Schedule is annexed.

**Scheme** means a Community Titles Scheme, as defined by the Act.

**Shared Use Arrangement** means the arrangement for the shared use of the Facilities, as set out in this Schedule D.

**Wellness Centre Utility Infrastructure** means any utility infrastructure (as defined in the Act, but relevant to supplying services to the Facilities) that is on the common property (or intended by the Original Owner to be on the common property) of the Body Corporate Two scheme land around the time of the Effective Date, and relates solely to supplying services to the Facilities.

#### 41 **RIGHTS AND PRIVILEGES**

- (a) A reference to Principal Body Corporate or Body Corporate One or Body Corporate Two or Body Corporate Three includes Principal Body Corporate Owners, The Body Corporate One Owners, The Body Corporate Two Owners and The Body Corporate Three Owners respectively.
- (b) Body Corporate One must take all reasonable steps to ensure that The Body Corporate One Owners comply with the terms of this Agreement.
- (c) Body Corporate Two must take all reasonable steps to ensure that The Body Corporate Two Owners comply with the terms of this Agreement.
- (d) Body Corporate Three must take all reasonable steps to ensure that The Body Corporate Three Owners comply with the terms of this Agreement.

#### 42 **SHARED USE AND ENJOYMENT OF THE FACILITIES**

- (a) The Principal Body Corporate grants to Body Corporate One, Body Corporate Two and Body Corporate Three and their guests the right to use the Facilities for their intended use. The right is not exclusive and is granted in common with the Principal Body Corporate and their guests to use the Facilities.

- (b) The Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three must take reasonable steps to ensure that they and their guests obey all the by-laws, notices and other rules and regulations of the Principal Body Corporate relating to use of Common Property and relating to the Facilities.
- (c) The Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three must take reasonable steps to ensure that they and their guests obey all the by-laws, notices and other rules and regulations of Body Corporate Two relating to access to the Facilities across Body Corporate Two's common property.
- (d) The Facilities may only be used for the purpose for which they were designed.
- (e) The Principal Body Corporate and Body Corporate Two must not do any acts or make by-laws, rules or regulations which would unreasonably restrict access to, or the use of, the Facilities.
- (f) The Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three shall not impede each other or their respective owners, occupiers, guests, invitees, contractors, agents or other authorised persons in their use of the Facilities.
- (g) The parties must not:
  - (i) damage the Facilities;
  - (ii) use the Facilities in a way that causes unreasonable nuisance, damage, disturbance or inconvenience to the other or any neighbour;
  - (iii) do anything that may constitute a breach of any statute concerning the Facilities, or which might invalidate any insurance effected in respect of the Facilities.

43 **ACCESS TO FACILITIES**

- (a) Body Corporate Two must ensure that the Principal Body Corporate, Body Corporate One, Body Corporate Three and their guests are granted free and practical access across the common property for the Body Corporate Two Scheme in order to access the Facilities. If required, Body Corporate Two must make access codes, keys and security passes available to Principal Body Corporate, Body Corporate One and Body Corporate Three for the purpose of such access.
- (b) The Principal Body Corporate must give Body Corporate One, Body Corporate Two and Body Corporate Three all access codes and copies of keys and security passes required in order for Body Corporate One, Body Corporate Two and Body Corporate Three and their guests to access and use to the Facilities.

44 **PRINCIPAL BODY CORPORATE TO KEEP WELLNESS CENTRE IN NEAT, CLEAN AND TIDY CONDITION**

- (a) The Principal Body Corporate must ensure that the Facilities are kept in a neat, tidy and clean condition.
- (b) All of the Facilities Cleaning Costs are payable by the Principal Body Corporate.
- (c) If the Principal Body Corporate is in breach of its obligations to keep the Facilities in a neat, tidy and clean condition and fails to remedy that breach within three (3) days of receiving written notice from either Body Corporate One, Body Corporate Two or Body Corporate Three, then that other Body Corporate may remedy the breach and the Principal Body Corporate must pay the reasonable costs of remedying the breach on demand.

- (d) Each of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three must take reasonable steps to ensure that their owners, occupiers and guests leave the Facilities in the same state of general cleanliness as prior to their use.

45 **OPENING AND CLOSING**

- (a) The Principal Body Corporate shall be responsible for organising, and shall pay all costs in relation to, the opening, closing and any staffing (if necessary) of the Facilities.
- (b) The Committee for the Principal Body Corporate may (to the extent not inconsistent with the by-laws) make rules and regulations regarding the Facilities, which must be complied with by all owners and occupiers of the Development.

46 **REPAIR AND CONDITION, CONSUMABLES AND UPGRADES**

- (a) Generally, the Act establishes that the Principal Body Corporate must conduct, and pay the costs of, all repairs and maintenance to the Facilities.
- (b) The Principal Body Corporate must pay for and supply all equipment, fixtures, fittings, chattels and consumables relevant to the Facilities. Any upgrades or improvements to the Facilities must only be authorised and conducted in accordance with the provisions of the Act and the Regulation Module.

47 **CERTAIN BODY CORPORATE TWO COSTS TO BE REIMBURSED BY THE PRINCIPAL SCHEME**

- (a) As the Facilities are contained within the same building as other lots and common property of the Scheme land for Body Corporate Two, the Principal Body Corporate must reimburse, to a fair and equitable extent, based on the benefit that the Principal Body Corporate receives from the actual cost expended, Body Corporate Two's reasonable Facilities Running, Repair, Replacement and Maintenance Costs.
- (b) In establishing the basis for the Principal Body Corporate's reimbursement towards Body Corporate Two's Facilities Running, Repair, Replacement and Maintenance Costs:
- (i) Body Corporate Two must comply with its statutory obligations to repair and maintain;
  - (ii) Body Corporate Two must liaise with the Principal Body Corporate in order to keep the Principal Body Corporate informed of its activities in relation to incurring Body Corporate Two's Facilities Running, Repair, Replacement and Maintenance Costs;
  - (iii) Body Corporate Two must, upon request and to the extent that it is able to do so, provide the Principal Body Corporate with an estimate of the likely reimbursement that will be sought by Body Corporate Two for the forthcoming 12 month period;
  - (iv) Body Corporate Two must provide the Principal Body Corporate with written evidence of its expenditure relevant to which it is claiming payment upon demand;
  - (v) To the extent that it is lawful, Body Corporate Two must comply with any reasonable requests and directions of the Principal Body Corporate in regards to Body Corporate Two's Facilities Running, Repair, Replacement and Maintenance Costs
- (c) The Principal Body Corporate must reimburse Body Corporate Two for its share of the Facilities Running, Repair, Replacement and Maintenance Costs that have been reasonably incurred.
- (d) The payment under clause 10 (c) must be made within the later of:

- (i) 30 days after the receipt of an invoice. Invoices cannot be given more frequently than once per month, and must be given in arrears in relation to expenditure already incurred; or
  - (ii) If there is a dispute as to the invoice (including without limitation in relation to how the costs have been attributed to the Principal Body Corporate), within seven (7) days of the dispute being decided pursuant to the terms of the Act or the Dispute Resolution provisions of this Schedule.
- (e) Body Corporate Two must keep a separate accounting of its Facilities Running, Repair, Replacement and Maintenance Costs (which may include any reasonable administrative costs of organising the same, and costs of engaging employees, contractors, and consultants to assist it to comply with its obligations pursuant to this clause) and provide the same to the Principal Body Corporate upon request.
- (f) If the Principal Body Corporate asserts that the Facilities Running, Repair, Replacement and Maintenance Costs claimed are unreasonable then:
- (i) the Principal Body Corporate must give notice to Body Corporate Two of its dispute.
  - (ii) If the parties fail to agree between themselves within 30 days of the giving of the written notice, either party may refer the dispute for resolution in accordance with the Act (If applicable) or the Dispute Resolution provisions of this Schedule.

#### 48 **WELLNESS CENTRE UTILITY INFRASTRUCTURE AND OTHER UTILITY INFRASTRUCTURE**

- (a) In addition to the Principal Body Corporate's rights pursuant to the Act and the Land Title Act to access and use the Wellness Centre Utility Infrastructure:
- (i) Body Corporate Two will allow the Principal Body Corporate free and uninterrupted access to the Wellness Centre Utility Infrastructure;
  - (ii) Body Corporate Two will not interfere with the Wellness Centre Utility Infrastructure, or the Principal Body Corporate repairing, maintaining, upgrading or replacing the Wellness Centre Utility Infrastructure;
  - (iii) The Principal Body Corporate will be responsible for the running and use costs, and the repair, maintenance and replacement of the Wellness Centre Utility Infrastructure, or to the extent that this is in breach of the Act, must reimburse Body Corporate Two on demand for the costs of any running, use, repairs, maintenance and replacement costs of the Wellness Centre Utility Infrastructure.
- (b) Body Corporate Two must allow the Principal Body Corporate to access and use its utility infrastructure and associated services for the purpose of supplying services to the Facilities (as an example only and without limitation Body Corporate Two must allow the Principal Body Corporate to use its central hot water plant for the purpose of supplying water to the Facilities). The costs of the same are included in Body Corporate Two's Facilities Running, Repair, Replacement and Maintenance Costs.

#### 49 **INDEMNITY AND RISK**

- (a) Each of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three indemnifies the other against any claims or expenses arising from loss, damage or injury (including death) to property or persons occasioned or contributed by negligent acts, omissions or default of such party arising in any way from a breach of this Shared Use Arrangement, their use of the Facilities, or access to the Facilities across the common property of the Scheme land for Body Corporate Two.

- (b) Each of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three and their respective guests uses the Facilities and accesses the Facilities across the common property of the Scheme land for Body Corporate Two at their own risk.

50 **CLOSURE OF FACILITIES**

- (a) Although any disruptions must be kept to a minimum where possible, the Principal Body Corporate are permitted to close the Facilities (or any part of them) for such time as is reasonable and necessary for them to comply with their obligations pursuant to this Shared Use Arrangement, the Act or the Regulation Module.

51 **GST**

- (a) Definitions

- (i) Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this clause.
- (ii) In this Agreement:

*GST* means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charges that may arise from failure to pay an amount of such GST when due;

*GST Amount* means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST as amended from time to time (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply;

*GST Law* has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that legislation;

*Payment* means:

- (i) the amount of any monetary consideration (other than a GST Amount payable under this clause); and
- (ii) the GST Exclusive Market Value of any non-monetary consideration;
- (iii) paid or provided by any person for any other supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

- (b) Liability for GST

The parties agree that:

- (i) all Payments have been set or determined without regard to the impact of GST;
- (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (iii) the payee will provide to the payer a Tax Invoice at the same time at which any GST Amount is payable.

- (c) Treatment of amounts reimbursed

Despite any other provision of this Schedule, if a Payment due under this Schedule is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment shall exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to full Input Tax Credits unless it can establish otherwise.

## 52 **DISPUTE RESOLUTION**

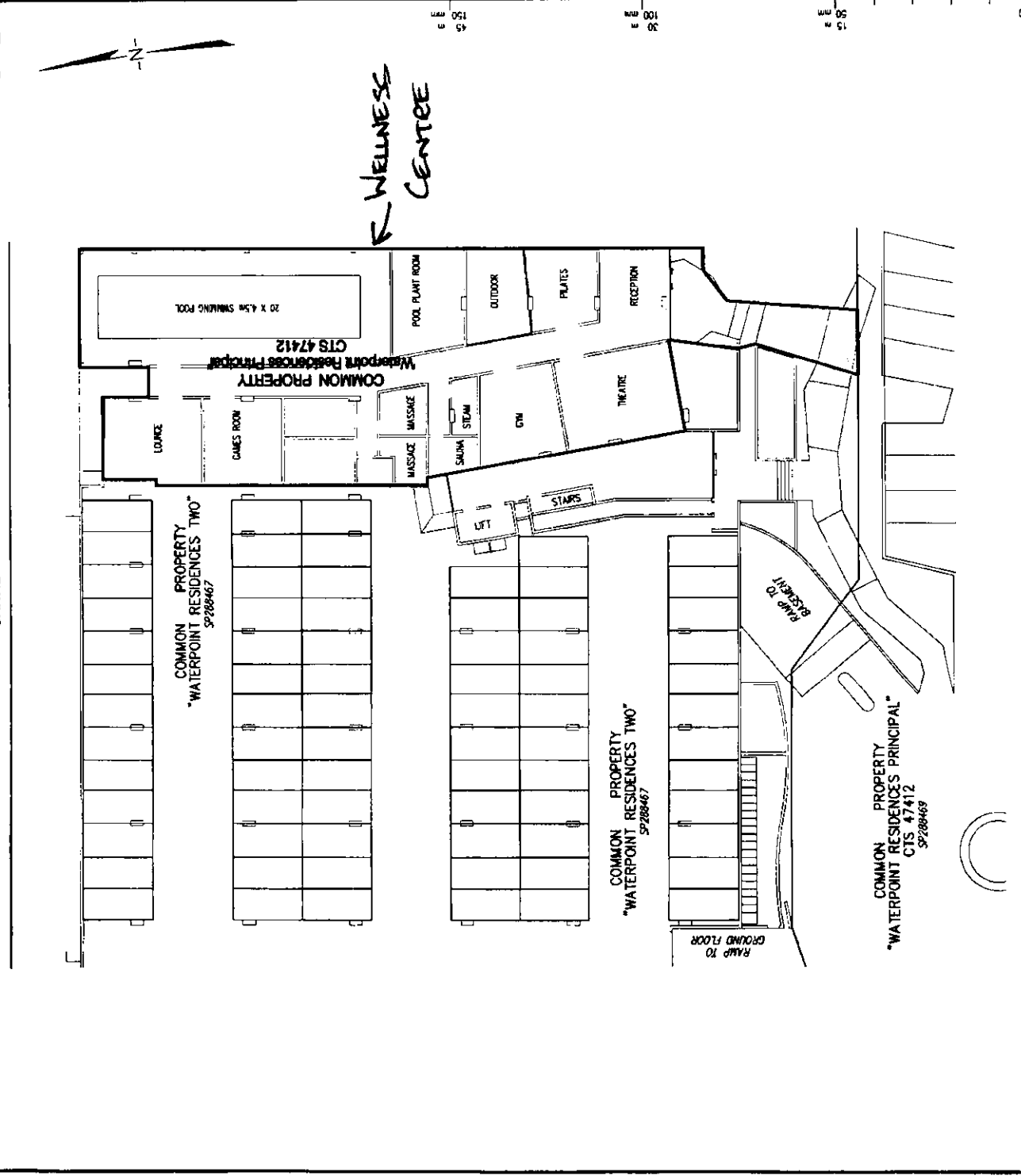
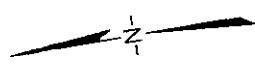
- (a) This clause applies to the extent that a dispute regarding this Schedule (Part B) or the application of this Schedule cannot be decided pursuant to the dispute resolution provisions of the Act. Such dispute must be determined pursuant to this Schedule.
- (b) If any dispute arises under this Schedule, any of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three may give written notice to the others adequately identifying the dispute.
- (c) If such dispute is not settled within twenty days from the date of receipt of the notice, the party giving the notice must refer the dispute for determination by a person nominated (Nominee) by the President of the Queensland Law Society Incorporated.
- (d) The Nominee will act as an expert and not as an arbitrator and their decision is final and binding on the parties.
- (e) The Nominee has the right to call for any material or information in respect of the matter in dispute from any of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three and the right to require any such party to submit to an examination before them. All parties to the dispute have the right to make submissions and submit evidence to the Nominee.
- (f) The costs of the determination of the dispute under this Schedule will be borne as decided by the Nominee and, failing such decision, equally by the parties to the dispute.
- (g) To remove doubt, nothing in this clause prevents the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three from applying for an injunction or other interlocutory relief via the Court.

## 53 **SEVERANCE**

- (a) If any provision of this schedule is void, voidable, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly.
- (b) If, notwithstanding the above, a provision is still void, voidable, unenforceable or illegal:
- (i) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
  - (ii) in any other case, the whole provision is severed, and the remainder of this schedule will be of full force and effect.
- (c) Any provision in this schedule which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in another jurisdiction.

Wellness Centre

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Revision Client	HS3 PTY LTD	Chk'd		
Important Notes:  <b>Preliminary Only 29/9/2016</b>				
<p><b>CONCEPT PLAN</b></p> <p>WELLNESS CENTRE</p> <p>"WATERPOINT RESIDENCES PRINCIPAL" CTS 47412</p> <p>Local Authority : GOLD COAST CITY COUNCIL Locality : BIGGERA WATERS</p> <p><b>B &amp; P SURVEYS</b> CONSULTING SURVEYORS ABN 82010117222 10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Heads Ph: 07 5538 3811 Marsdenbah Ph: 02 6572 1824</p> <p><b>bp</b> A QUALITY ASSURED COMPANY</p>				
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SCHEDULE D PART C

**PERMITTED INCLUSION- ARRANGEMENTS WITH DEVELOPMENT LOTS AND SUBSIDIARY SCHEMES FOR THE USE, OF INFRASTRUCTURE, COMMON PROPERTY OR BODY CORPORATE ASSETS TO ACCOMMODATE PROGRESSIVE DEVELOPMENT**

**(“UTILITY INFRASTRUCTURE ARRANGEMENT”)**

**54 TIME OF EFFECT**

The Utility Infrastructure Arrangement set out in this Schedule takes effect and is taken to apply from:

- The time of registration of the Principal Body Corporate Scheme;
- In respect to each subsidiary community titles scheme in the Principal Body Corporate Scheme, the time of registration of that subsidiary community titles scheme;

(‘Effective Date’).

The Utility Infrastructure Arrangement applies to all Lots in the Principal Body Corporate Scheme.

**55 PURPOSE**

- A. From the time of registration of the Principal Body Corporate Scheme, it was intended that there would be certain shared common property infrastructure between:
- (a) the Principal Body Corporate Scheme and Lots in the Principal Body Corporate Scheme (being either a lot intended for future development or a subsidiary community titles scheme); and
  - (b) Lots in the Principal Body Corporate Scheme (being either a lot intended for future development or a subsidiary community titles scheme).
- B. The shared infrastructure is intended for use by owners, occupiers and guests at the Development.
- C. This schedule sets out the shared arrangement for use of the Shared Utility Infrastructure, and is intended to be in addition (and not in substitution) of any rights already conferred by legislation.

**56 DEFINITIONS**

In this Utility Infrastructure Arrangement in schedule D, the following words have the following meaning:

**Act** means the Body Corporate and Community Management Act

**Body Corporate One** means BODY CORPORATE FOR ‘WATERPOINT RESIDENCES ONE’ COMMUNITY TITLES SCHEME.

**Body Corporate Two** means BODY CORPORATE FOR ‘WATERPOINT RESIDENCES TWO’ COMMUNITY TITLES SCHEME.

**Body Corporate Three** means BODY CORPORATE FOR ‘WATERPOINT RESIDENCES THREE’ COMMUNITY TITLES SCHEME.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the State of Queensland.

**Common Property** means the common property of the relevant Scheme.

**Development** means the development generally known as the Waterpoint Residences development, contained within the Principal Body Corporate Scheme.

**Original Holder Utility Infrastructure Repair, Replacement and Maintenance Costs** means the repair, replacement, maintenance and upgrade costs incurred by an Original Holder of and incidental to the relevant Utility Infrastructure, and also includes the supply costs if the Original Holder is paying for a supply to which the User receives a benefit, but excludes any costs payable as a result of a breach of this Utility Infrastructure Arrangement.

**Principal Body Corporate** means BODY CORPORATE FOR 'WATERPOINT RESIDENCES PRINCIPAL' COMMUNITY TITLES SCHEME.

**Regulation Module** means the Regulation Module identified in Item 2 of the Community Management Statement to which this Schedule is annexed.

**Scheme** means a Community Titles Scheme, as defined by the Act.

**Utility Infrastructure** has the same meaning as defined by the Act.

**Utility Infrastructure Arrangement** means the arrangement for the shared use of the Utility Infrastructure, as set out in this Schedule D.

**Utility Service** has the same meaning as defined by the Act.

## 57 RIGHTS TO USE COMMON PROPERTY AND UTILITY INFRASTRUCTURE

(a) The Principal Body Corporate grants to:

- (i) Body Corporate One;
- (ii) Body Corporate Two; and
- (iii) Body Corporate Three;

a right to use the Principal Body Corporate's common property and use and upgrade its Utility Infrastructure for:

- (iv) supplying Utility Services to their respective community titles scheme for their intended use; and
- (v) establishing and maintaining Utility Infrastructure reasonably necessary for supplying the Utility Services.

The right is not exclusive and is granted in common with the Principal Body Corporate and others authorised by the Principal Body Corporate.

The exercise of the right must not interfere unreasonably with the use or enjoyment of the common property or Utility Infrastructure over which the right lies.

(b) Body Corporate One, Body Corporate Two and Body Corporate Three grant to:

- (i) the Principal Body Corporate;
- (ii) each other; and
- (iii) any lot in the Principal Body Corporate Scheme intended for future development;

a right to use their respective common property and use and upgrade their Utility Infrastructure for:

- (iv) supplying Utility Services to their respective community titles scheme (or lot as the case may be) for their intended use; and
- (v) establishing and maintaining Utility Infrastructure reasonably necessary for supplying the Utility Services.

The right is not exclusive and is granted in common with Body Corporate One, Body Corporate Two and Body Corporate Three and others authorised by them.

The exercise of the right must not interfere unreasonably with the use or enjoyment of the common property or Utility Infrastructure over which the right lies.

- (c) The Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three and any lot in the Principal Body Corporate intended for further development must take reasonable steps to ensure that they and their guests obey all the by-laws, notices and other rules and regulations of the respective owner of the common property.
- (d) The Utility Infrastructure may only be used for the general purpose for which it was designed.
- (e) The Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three must not do any acts or make by-laws, rules or regulations which would unreasonably restrict access to, or the use of, Utility Infrastructure or Utility Services.
- (f) The parties must not:
  - (i) damage the relevant Utility Infrastructure (and if damage is caused, rectify that damage as soon as practicable) referred to in this clause;
  - (ii) use the relevant Utility Infrastructure in a way that causes unreasonable nuisance, damage, disturbance or inconvenience to the other or any neighbour;
  - (iii) do anything that may constitute a breach of any statute concerning the Utility Infrastructure, or which might invalidate any insurance effected in respect of the Utility Infrastructure.
- (g) Once Body Corporate Three is created, it assumes the rights and obligations in this Schedule D Part C applicable to it and any lots from which it was created.

#### 58 **ACCESS AND ANCILLARY RIGHTS**

- (a) Ancillary rights and obligations including without limitation access necessary to make the rights pursuant to clause 20 of this Schedule D effective apply to the each of the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three and any lot in the Principal Body Corporate intended for further development.
- (b) Except in the case of an emergency, prior to carrying out works, the party proposing to enter the other's common property must give reasonable notice.
- (c) Except in the case of an emergency, when carryout out works pursuant to clause 20 of this Schedule D, the party carrying out works must comply with the security and other reasonable requirements ordinarily applying to persons entering the common property.
- (d) If a local authority or utility provider (for example, Energex) requires an easement or access rights over Utility Infrastructure to progress development, then the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three must act reasonably and promptly in consenting to such easement.

**59 REPAIR AND CONDITION AND UPGRADES**

- (a) Generally, the Act establishes that the community titles scheme owning the Utility Infrastructure must conduct, and pay the costs of, all repairs and maintenance to the relevant Utility Infrastructure.

**60 CERTAIN COSTS TO BE SHARED**

- (a) In the event that either:
- (i) the Principal Body Corporate, Body Corporate One, Body Corporate Two and Body Corporate Three or any lot in the Principal Body Corporate intended for further development ("User")

use the common property and/or use and upgrade Utility Infrastructure of:

- (ii) the Principal Body Corporate, Body Corporate One, Body Corporate Two or Body Corporate Three ("Original Holder");

for:

- (iii) supplying Utility Services to their respective community titles scheme (or lot as the case may be) for their intended use; and/or
- (iv) establishing and maintaining Utility Infrastructure reasonably necessary for supplying the Utility Services;

then the relevant User must reimburse, to a fair and equitable extent, based on the benefit that the User receives from the actual cost expended by the Original Holder commencing from the time of such use, the Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs.

- (b) In establishing the basis for the Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs:
- (i) The Original Holder must comply with its statutory obligations to repair and maintain;
- (ii) The Original Holder must liaise with the User in order to keep the User informed of its activities in relation to incurring Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs;
- (iii) The Original Holder must, upon request and to the extent that it is able to do so, provide the User with an estimate of the likely reimbursement that will be sought by Original Holder for the forthcoming 12 month period;
- (iv) The Original Holder must provide the User with written evidence of its expenditure relevant to which it is claiming payment upon demand;
- (v) To the extent that it is lawful and reasonable to do so, the Original Holder must comply with any reasonable requests and directions of the User in regards to the Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs.
- (c) The User must reimburse the Original Holder for its share of the Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs that have been reasonably incurred.
- (d) The payment under clause 23 (c) must be made within the later of:
- (i) 30 days after the receipt of an invoice. Invoices cannot be given more frequently than once per month, and must be given in arrears in relation to expenditure already incurred; or

- (ii) If there is a dispute as to the invoice (including without limitation in relation to how the costs have been attributed to the User), within seven (7) days of the dispute being decided pursuant to the terms of the Act or the Dispute Resolution provisions of this Schedule.
- (e) The Original Holder must keep a separate accounting of its Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs (which may include any reasonable administrative costs of organising the same, and costs of engaging employees, contractors, and consultants to assist it to comply with its obligations pursuant to this clause) and provide the same to the User upon request.
- (f) If the User asserts that the Original Holder's Utility Infrastructure Repair, Replacement and Maintenance Costs claimed are unreasonable then:
  - (i) the User must give notice to Original Holder of its dispute.
  - (ii) If the parties fail to agree between themselves within 30 days of the giving of the written notice, either party may refer the dispute for resolution in accordance with the Act (If applicable) or the Dispute Resolution provisions of this Schedule.

#### 61 **INDEMNITY AND RISK**

- (a) Each of the Principal Body Corporate, Body Corporate One, Body Corporate Two, Body Corporate Three and the owner of any Lot in the Principal Body Corporate intended for future development indemnifies the other against any claims or expenses arising from loss, damage or injury (including death) to property or persons occasioned or contributed by the negligent acts, omissions or default of such party arising in any way from a breach of this Utilities Infrastructure Arrangement, their use of the others' Utility Infrastructure, or access to the common property of a party.
- (b) Each of the Principal Body Corporate, Body Corporate One, Body Corporate Two, Body Corporate Three and the owner of any Lot in the Principal Body Corporate intended for future development uses the other's common property and Utility Infrastructure at their own risk.

#### 62 **GST**

- (a) Definitions
  - (i) Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this clause.
  - (ii) In this Agreement:

*GST* means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charges that may arise from failure to pay an amount of such GST when due;

*GST Amount* means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST as amended from time to time (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply;

*GST Law* has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that legislation;

*Payment* means:

- (iv) the amount of any monetary consideration (other than a GST Amount payable under this clause); and
- (v) the GST Exclusive Market Value of any non-monetary consideration;
- (vi) paid or provided by any person for any other supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

(b) Liability for GST

The parties agree that:

- (i) all Payments have been set or determined without regard to the impact of GST;
- (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (iii) the payee will provide to the payer a Tax Invoice at the same time at which any GST Amount is payable.

(c) Treatment of amounts reimbursed

Despite any other provision of this Schedule, if a Payment due under this Schedule is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment shall exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to full Input Tax Credits unless it can establish otherwise.

63 **DISPUTE RESOLUTION**

- (a) This clause applies to the extent that a dispute regarding the part of this Schedule (Part C) or the application of the part of this Schedule cannot be decided pursuant to the dispute resolution provisions of the Act. Such dispute must be determined pursuant to this Schedule.
- (b) If any dispute arises under this part of the Schedule, any of the Principal Body Corporate, Body Corporate One, Body Corporate Two, Body Corporate Three and the owner of any Lot in the Principal Body Corporate intended for future development may give written notice to the others adequately identifying the dispute.
- (c) If such dispute is not settled within twenty days from the date of receipt of the notice, the party giving the notice must refer the dispute for determination by a person nominated (Nominee) by the President of the Queensland Law Society Incorporated.
- (d) The Nominee will act as an expert and not as an arbitrator and their decision is final and binding on the parties.
- (e) The Nominee has the right to call for any material or information in respect of the matter in dispute from any of Principal Body Corporate, Body Corporate One, Body Corporate Two, Body Corporate Three or the owner of any Lot in the Principal Body Corporate intended for future development and the right to require any such party to submit to an examination before them. All parties to the dispute have the right to make submissions and submit evidence to the Nominee.
- (f) The costs of the determination of the dispute under this Schedule will be borne as decided by the Nominee and, failing such decision, equally by the parties to the dispute.

- (g) To remove doubt, nothing in this clause prevents Principal Body Corporate, Body Corporate One, Body Corporate Two, Body Corporate Three or the owner of any Lot in the Principal Body Corporate intended for future development from applying for an injunction or other interlocutory relief via the Court.

64 **SEVERANCE**

- (a) If any provision of this schedule is void, voidable, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly.
- (b) If, notwithstanding the above, a provision is still void, voidable, unenforceable or illegal:
  - (i) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
  - (ii) in any other case, the whole provision is severed, and the remainder of this schedule will be of full force and effect.
- (c) Any provision in this schedule which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in another jurisdiction.

<b>SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS</b>
---

**Car Space Allocations****Exclusive Use Areas****By-law 29 - Car Space Allocations:**

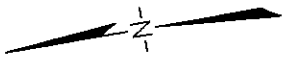
<b>Lot Number on Plan</b>	<b>Car Space</b>	<b>Sketch Plan</b>
Body Corporate for Waterpoint Residences One Community Titles Scheme 48064	AV2 AV3 AV4 AV5 AV6 AV7 AV8 AV9 AV10 AV11 AV12 AV13 AV14	A
Body Corporate for Waterpoint Residences One Community Titles Scheme 48064	AV15	B
Body Corporate for Waterpoint Residences Two Community Titles Scheme 50419	DV1 DV2 DV3 DV4 DV5 DV6 DV7 DV8 DV9 DV10 DV11 DV12 DV13 DV14	A
Body Corporate for Waterpoint	DV6	B

Lot Number on Plan	Car Space	Sketch Plan
Residences Two Community Titles Scheme 50419	DV7 DV8 DV14 DV15 DV16	
Body Corporate for Waterpoint Residences Two Community Titles Scheme 50419	EV1 EV2 EV3 EV4 EV5 EV6	B
Body Corporate for Waterpoint Residences Two Community Titles Scheme 50419	EV7 EV8 EV9 EV10 EV11 EV12	C
Body Corporate for Waterpoint Residences Three Community Titles Scheme 53210	FV3	B
Body Corporate for Waterpoint Residences Three Community Titles Scheme 53210	FV1 FV2	C

\*subject to change pursuant to by-law 29



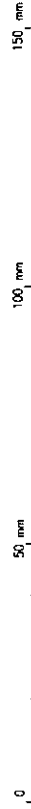
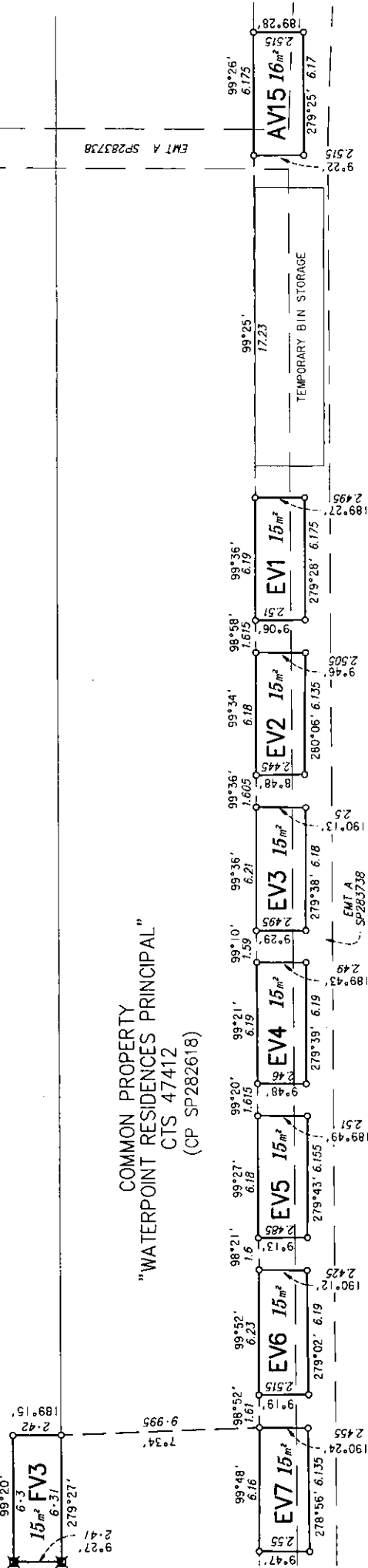
DIAGRAM B Scale 1:200



CTS 53210  
"WATERPOINT RESIDENCES THREE"  
CP SP305591

CTS 50419  
"WATERPOINT RESIDENCES TWO"  
CP SP288467

COMMON PROPERTY  
"WATERPOINT RESIDENCES PRINCIPAL"  
CTS 47412  
(CP SP282618)



- LEGEND
- ☒ Denotes drill hole in concrete
  - Denotes corner of concrete
  - ⊗ Denotes spike
  - Denotes corner of pavers

**PLAN FOR EXCLUSIVE USE PURPOSES**  
OVER PART OF THE COMMON PROPERTY  
"WATERPOINT RESIDENCES PRINCIPAL"  
CTS 47412

Locality: BIGGERA WATERS  
Local Authority: Gold Coast City

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Scale	Level Datum	F.Bk	L.Bk	DRAWN	CHECKED	BY
AS SHOWN		4/5	-			

**B & P SURVEYS**  
CONSULTING SURVEYORS  
ABN 5501017236

10 Nerang Street  
Nerang, QLD, 4211, Australia  
Telephone: 07 5596 0370  
Fax: 07 5502 0374  
Email: nerang@bpsurveys.com.au  
Website: www.bpsurveys.com.au

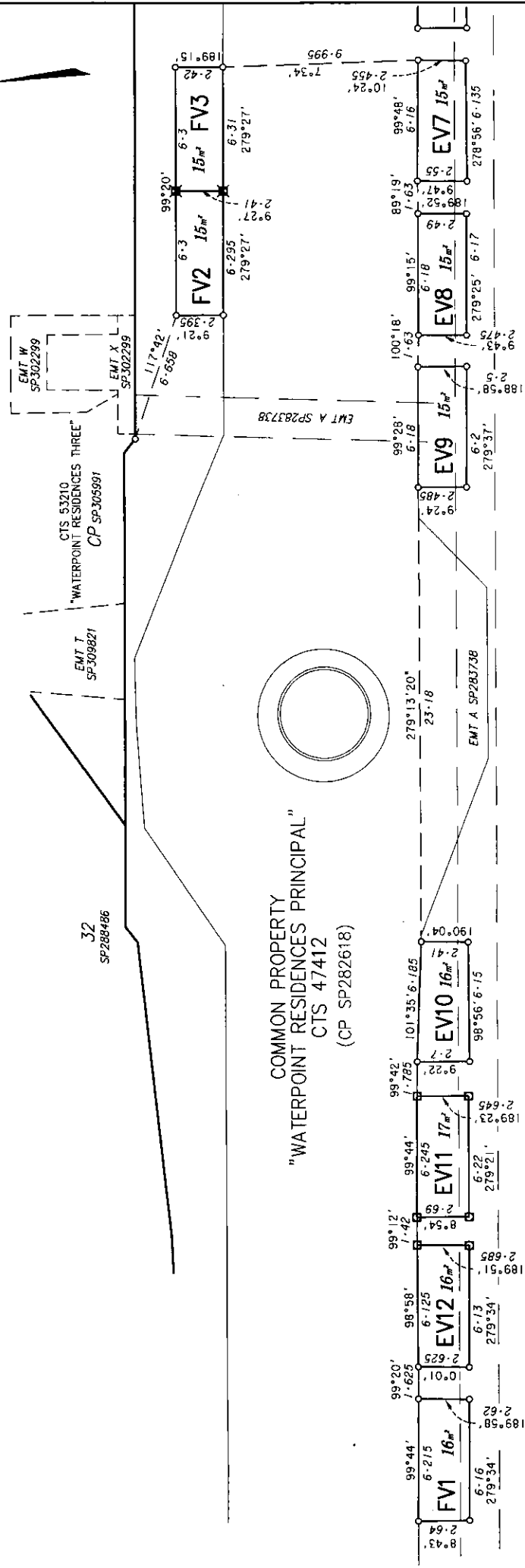
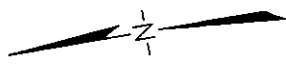
Offices Also At: Tweed Heads  
Murwillumbah  
Ph. 02 6672 1924

Ref. No. 42261  
Date 5/10/16  
Drawing No./Size 21619 D

Sheet Of 2 3  
Rev. Of 2 3 C

Rev C 8/04/20, Amend concspase identifiers  
Rev B 4/03/20, Update from FWork  
Rev A 3/11/16, Add corner marking & areas

**DIAGRAM C Scale 1:200**



- LEGEND**
- ⊗ Denotes drill hole in concrete
  - Denotes corner of concrete
  - ⊗ Denotes spike
  - Denotes corner of pavers

Rev. C 8/04/20, Amend corner identifiers  
 Rev. B 4/03/20, Update from FWork  
 Rev. A 3/11/16, Add corner marking & areas

**PLAN FOR EXCLUSIVE USE PURPOSES**  
 OVER PART OF THE COMMON PROPERTY  
 "WATERPOINT RESIDENCES PRINCIPAL"  
 CTS 47412

Locality : Gold Coast City  
 BIGGERA WATERS Local Authority : Gold Coast City

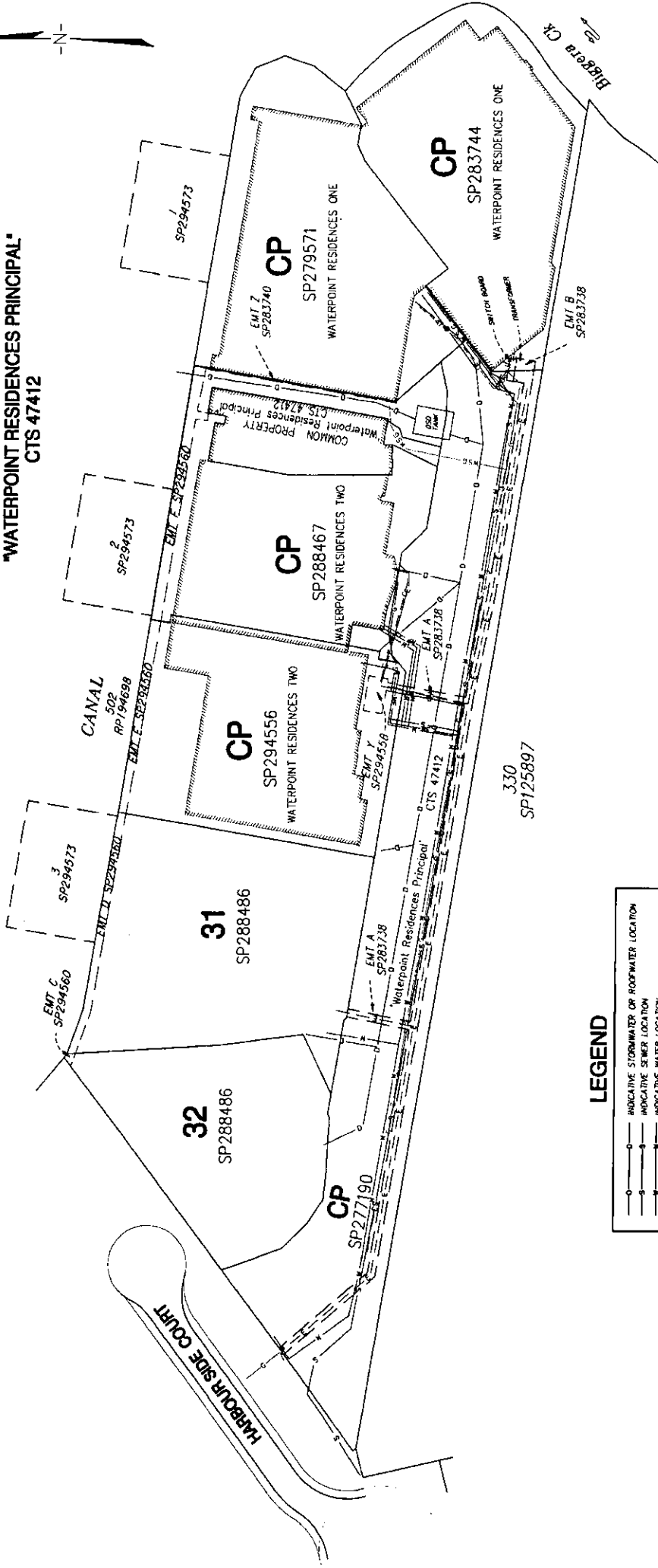
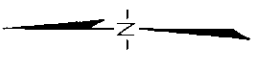
**B & P SURVEYS**  
 CONSULTING SURVEYORS  
 ABN 55010117236  
 10 Nerang Street  
 Nerang, QLD 4211, Australia  
 Telephone: 07 5596 0370  
 Fax: 07 5502 0374  
 Email: nerang@bpsurveys.com.au  
 Website: www.bpsurveys.com.au  
 Offices Also At : Tweed Heads  
 Murwillumbah  
 Ph. 02 6672 1924

Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
42261	5/10/16	21619 D	3	3	C

Scale	Level Datum	F.Bk	L.Bk	Drawn	CHK'D	RRK
AS SHOWN		4/5	-			

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PLAN "SLD"  
 SERVICES LOCATION PLAN  
 "WATERPOINT RESIDENCES PRINCIPAL"  
 CTS 47412



LEGEND

- INDICATIVE STORMWATER OR ROOFWATER LOCATION
- INDICATIVE SEWER LOCATION
- INDICATIVE WATER LOCATION
- INDICATIVE ELECTRICITY LOCATION
- INDICATIVE COMMUNICATION LOCATION
- INDICATIVE GAS LOCATION
- INDICATIVE WATER/SEWER/GAS LOCATION
- INDICATIVE WATER FOR FIRE PURPOSES LOCATION

Important Notes:

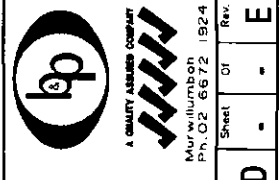
Client	MARINA SHORES DEVELOPMENTS PTY LTD
Revision	KGS MWS Chk'd
Rev E:	6/8/18 Bldg E Added
Rev D:	13/7/17 bdays & RPD updated
Rev C:	27/2/17 bdays updated
Rev B:	21/7/16 updated lot numbers
Rev A:	20/7/16 Services updated

SERVICE LOCATION PLAN  
 "WATERPOINT RESIDENCES PRINCIPAL"  
 LAYOUT  
 BIGGERA WATERS

Parish of BARRROW	County of Ward
J:\42200-\42261\dwgs\21045de sld.pro	
Scale	1 : 1000
Level Datum AHD	F.Bk -
Lib	-
Drawn	CJC/NEB
Chk'd	CHK/c

B & P SURVEYS  
 CONSULTING SURVEYORS

10 Nerang Street  
 Nerang, QLD, 4211, Australia  
 Telephone: 07 5596 0370  
 Fax: 07 5502 0374  
 Email: nerang@bpsurveys.com.au  
 webpage: www.bpsurveys.com.au  
 Offices Also At: Tweed Heads  
 Ph. 07 5536 3611  
 Murwillumbah  
 Ph. 02 6672 1924



Ref. No.	42261	Date	3/6/15	Drawing No./Size	21045 D	Sheet	Of	Rev.	E
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# Short Punch & Greatorix

Gold Coast Law Chambers,  
120 Bundall Road, Bundall QLD  
PO Box 5164 Gold Coast MC QLD 9726  
Phone (07) 5538 2277 | Fax (07) 5539 8745  
[www.spglawyers.com.au](http://www.spglawyers.com.au)

Your Ref:  
Our Ref: MB:CJD:2012745

16 June 2020

Department of Natural Resources, Mines and Energy  
53 Albert Street  
GPO Box 1401  
Brisbane QLD 4001

**EXPRESS POST**

Dear Sir/Madam

**BODY CORPORATE FOR WATERPOINT RESIDENCES PRINCIPAL COMMUNITY  
TITLES SCHEME 47412**

We note that your business centre counters are closed therefore attach Form 14 and New CMS for registration.

We look forward to receiving the registered document together with the Registration Confirmation Statement as soon as possible.


Yours faithfully,  
**SHORT PUNCH & GREATORIX**

A handwritten signature in black ink, appearing to read 'M Brook', written over the typed name.

**M BROOK**  
*Partner*

Direct Line: 5570 9325  
Direct Fax: 5539 8745  
Email: [matthew.brook@spglawyers.com.au](mailto:matthew.brook@spglawyers.com.au)

[Review responses online](#) ↗



Received 7 of 7 responses  
**All responses received**

Unit 11202 5 Harbour Side Ct, Biggera Waters QLD 4216

Job dates  
27/06/2026 → 11/07/2026

These plans expire on  
20 Jul 2026

Lodged by  
Jared Zak

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (90073)	Received	4
🏠 City of Gold Coast	Received	56
🏠 Energex QLD	Received	59
🏠 LBNC Co Pty Ltd	Received	104
🏠 NBN Co Qld	Received	109
🏠 OptiComm Ltd (QLD)	Received	120
🏠 Telstra QLD South East	Received	125



Zero damage - Zero harm - Zero disruption

Contact Details

<b>Contact</b> Jared Zak	<b>Contact number</b> 0449 071 008	<b>Company</b> Dott & Crossitt	<b>Enquirer ID</b> 3756031
<b>Email</b> team.jared@dottandcrossitt.com.au		<b>Address</b> 1-2/2-4 New Street Nerang QLD 4211	

Job Site and Enquiry Details

**WARNING:** The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

<b>Enquiry date</b> 22/06/2026	<b>Start date</b> 27/06/2026	<b>End date</b> 11/07/2026	<b>On behalf of</b> Private	<b>Job purpose</b> Design	<b>Locations</b> Private	<b>Onsite activities</b> Conveyancing
-----------------------------------	---------------------------------	-------------------------------	--------------------------------	------------------------------	-----------------------------	--



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

<b>User Reference</b> 2627292 EH	<b>Address</b> Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216	<b>Notes/description</b> -
-------------------------------------	---	-------------------------------

Your Responsibility and Duty of Care

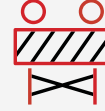
- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit [www.byda.com.au](http://www.byda.com.au)

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
274908827	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
274908824	City of Gold Coast	1300 465 326	NOTIFIED
274908828	Energex QLD	13 12 53	NOTIFIED
274908825	LBNCo Pty Ltd	(02) 9719 0900	NOTIFIED
274908823	NBN Co Qld	1800 687 626	NOTIFIED
274908826	OptiComm Ltd (QLD)	1300 137 800	NOTIFIED
274908829	Telstra QLD South East	1800 653 935	NOTIFIED

END OF UTILITIES LIST



## Plan

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

## Prepare

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

## Pothole

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

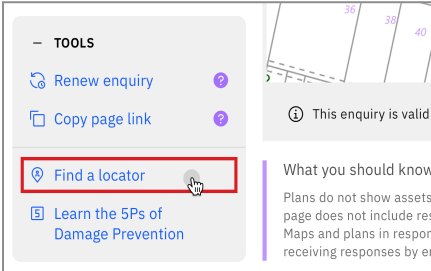
## Protect

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

## Proceed

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

## Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

[certloc.com.au/locators](http://certloc.com.au/locators)

## Get FREE Quotes for Contractors & Equipment Fast



Use iseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

GET QUOTE

Use iseekplant to find trusted contractors near you today, visit: [blog.iseekplant.com.au/byda-isp-get-quotes](http://blog.iseekplant.com.au/byda-isp-get-quotes)

## Book a FREE BYDA Session



BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit: [byda.com.au/contact/education-awareness-enquiry-form](http://byda.com.au/contact/education-awareness-enquiry-form)

BOOK NOW

## APA Group Gas Networks (90073)

**Referral**  
274908827

**Member Phone**  
1800 085 628

### Responses from this member

**Response received** Mon 22 Jun 2026 1.36pm

File name	Page
Response Body	5
274908827.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

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

BYDA\_APA@apa.com.au

**Enquiry Details:**

Impact	affected
Sequence Number	274908827
Enquirer Id	3756031
Activity	Conveyancing
Job Number	53489775
User Reference	2627292 EH
Message	

**Site Details:**

Address	Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216
---------	--

**Enquirers Details:**

Contact	Jared Zak
Company	Dott & Crossitt
Email	form2@dottandcrossitt.com.au
Phone	+61449071008
Address	1-2/2-4 New Street Nerang QLD 4211

APA Group

# APA

Australia's energy  
infrastructure partner



# Before You Dig Australia

Classification: Networks

<b>Enquiry date</b>	22/06/2026
<b>Sequence number</b>	274908827
<b>Work site address</b>	Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216





**For your immediate information**  
**THERE IS A GAS PIPELINE OR GAS ASSETS**  
**located in close vicinity to your works.**

**Enquiry Date:** 22/06/2026  
**Enquirer:** Jared Zak  
**Sequence Number:** 274908827  
**Work Site Address:** Unit 11202 5 Harbour Side Ct  
Biggera Waters  
QLD 4216

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**

- Phone 1800 085 628
- Email [BYDA\\_APA@apa.com.au](mailto:BYDA_APA@apa.com.au)

**for clarification before proceeding with any work.**

## Before You Dig Checklist

---



### 1. Plan

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



### 2. Prepare

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



### 3. Pothole

- Physically confirm ('prove') the location of gas assets by potholing by hand excavation or non-destructive vacuum excavation methods in accordance with **APA Guidelines for Works Near Existing Gas Assets**.
  - 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

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



### 5. Proceed

- Only proceed with your work once you have completed all the planning, preparation, potholing and protection requirements.
  - 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: <a href="mailto:BYDA_APA@apa.com.au">BYDA_APA@apa.com.au</a>
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):

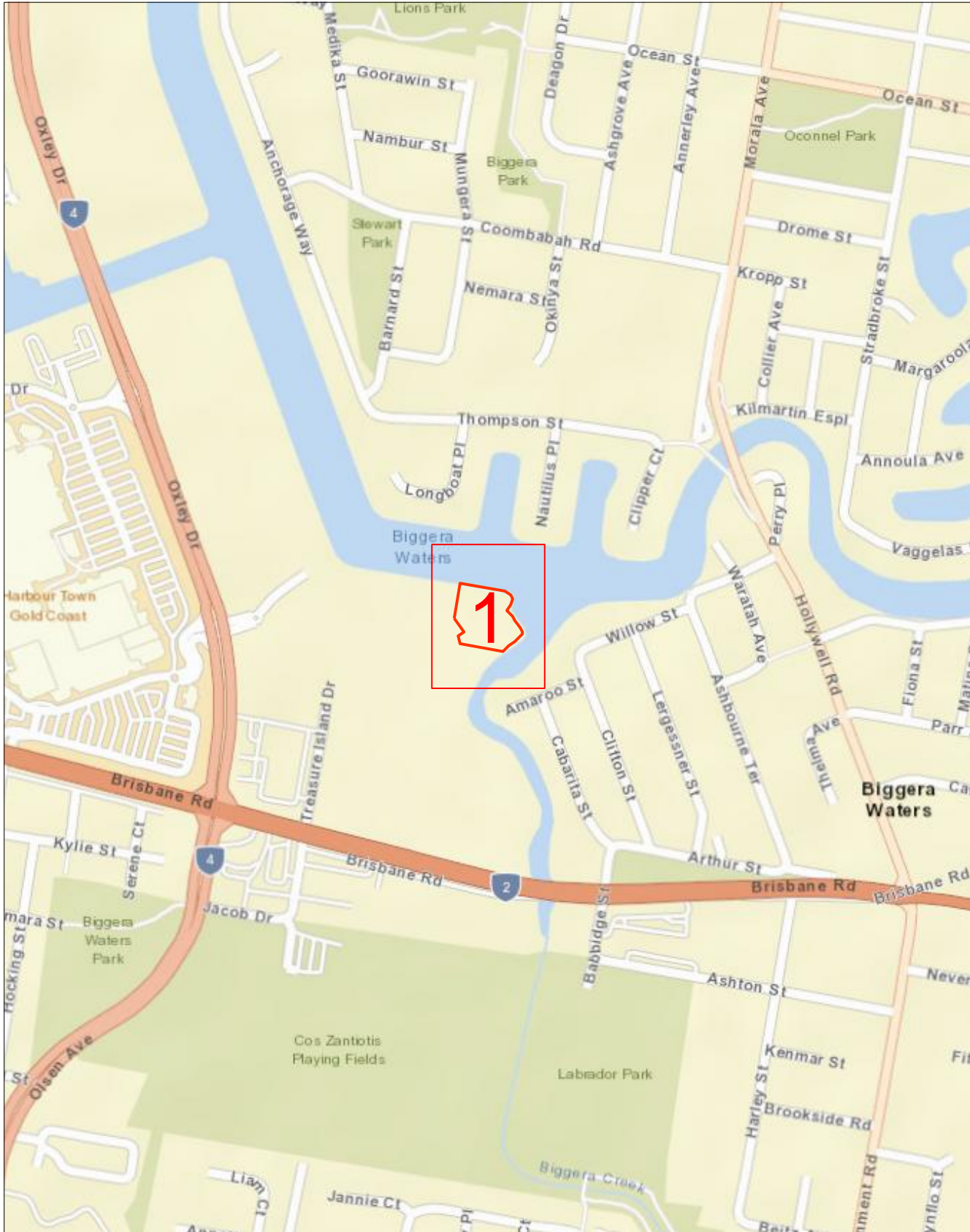
Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancellations received after 12pm (midday), 1 business day prior to the booking.</i>	

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 11202 5 Harbour Side Ct  
**Address:** Biggera Waters  
QLD 4216

**Sequence** 274908827  
**Number:**



Scale 1: 6000

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



Enquiry Area



Map Key Area





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 <sup>A</sup>	
Gas connected property		CP rectifier terminal		<sup>A</sup> A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

## PIPE CODE AND MATERIAL

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

## INTERPRETATION EXAMPLE

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](mailto: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](mailto:damageprevention@apa.com.au)



## Disclaimer and legal details

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



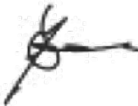
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# Guidelines for Works Near Existing Gas Assets

## 400-STD-AM-0001

Revision 2

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<b>APPROVAL DATE:</b>	18/08/2023

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## DOCUMENT CONTROL & APPROVAL INFORMATION

### Summary of Changes

Below is a brief summary of the changes made to the document since the previous issued version.

Revision	Description	Date	Author
0.0	Issue for Use	29.06.2018	Matthew Read
1.0	Issued for Use – document periodic update / major overhaul	01.03.2022	Kahil Parsons
2.0	Removal of incorrect table 2 references to 1. proximity of HV cables 2. Updating separation distances to AS2885.3 BYDA reference update Table 4 Note	16.08.2023	Dale Russell

### Printed Working Copy

All printed copies of this document are to be used as reference copies only.

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### Control

Controlled Networks documents including templates are published on the Networks National Document Library (NNDL).

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## TERMS OF USE

The “Guidelines for Works Near Existing Gas Assets Standard” is used for APA Networks excavations or third party excavations near APA Network operated assets. This guideline must only be used by the person or entity who received it directly from APA (“You”) to ensure the latest version is used.

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3. This Guidelines document does not override or supersede APA’s Permit to Work (**PTW**) or Excavation policies and procedures.
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The purpose of this document is to provide guidelines for third parties planning to install new infrastructure or conduct works near existing APA Networks (**APA**) operated assets.

It is intended that this document will be provided to third parties proposing works around existing gas assets for their use during the design and planning phase following initial planning BYDA enquiries. This document does not provide authorisation to undertake the works but provides APA requirements to ensure that any review and acceptance of proposed works is completed as quickly as possible.

# 1 INTRODUCTION

## 1.1 Scope of this Document

This document addresses APA’s requirements for considering how a third party’s proposed works and APA managed works may impact APA Networks operated assets under the following parts:

**Part 1** – APA Notification and Authorisation Requirements

**Part 2** – Design and Asset Protection Requirements

**Part 3** – Construction and Land Use Requirements

**Part 4** – Alteration of Existing Gas Assets

APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (**AGN**), Allgas, APA, Origin and Queensland Nitrates (**QNP**) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria. The criteria provided in this document only applies to the assets managed by APA Networks on behalf of these companies.

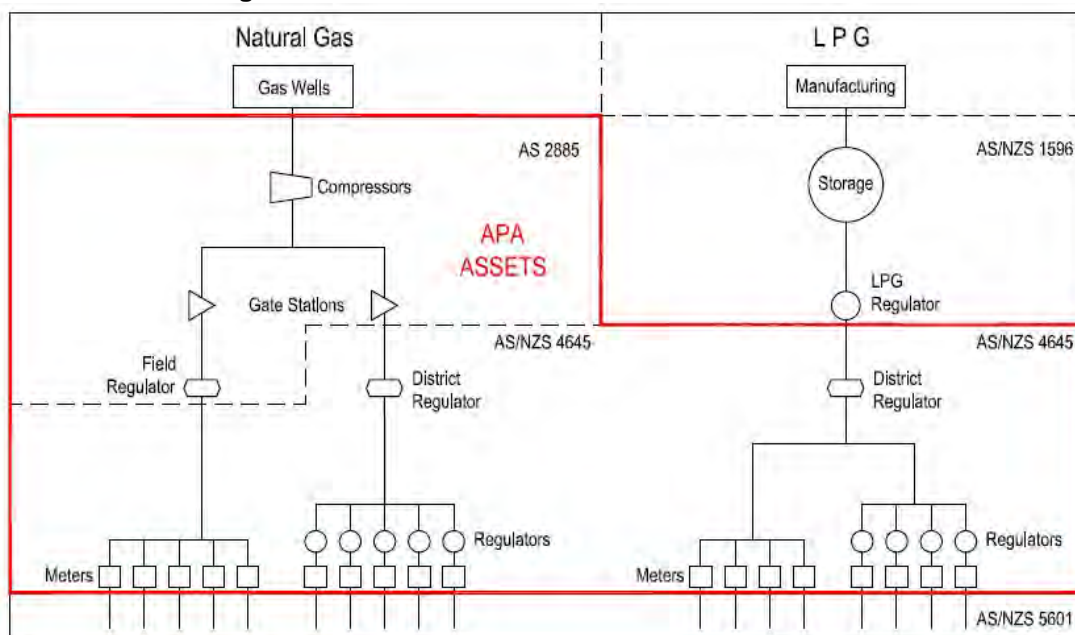
APA also owns and operates natural gas transmission infrastructure on all mainland states and territories of Australia. These assets are operated by a separate APA entity and are out of scope for this document.

A glossary of all terms and abbreviations used in this document is contained in **Section 7**.

A list of all relevant external standards and APA reference documents is contained in **Section 8**.

## 1.2 Asset Types

APA Networks’ operated gas assets include buried pipe, above and below ground stations (e.g. pressure regulation, valves, meters), electrical cables, cathodic protection systems (e.g. test points, anode beds), pits and electrical cabinets. Depending on the gas type and the operating pressure, gas assets are classified as natural gas transmission, natural gas distribution and Liquefied Petroleum Gas (**LPG**) distribution as shown in **Figure 1**.



**Figure 1 Asset Types and Standards Operated by APA Networks**

### 1.2.1 Natural Gas Transmission

Natural gas transmission pressure assets operate at pressures above 1,050 kPag, and are generally used for transporting large quantities of gas across country. Design, construction and operation of these assets is governed by the AS 2885 suite of Australian Standards (**AS**).

Due to the higher pressure and energy density, there are severe safety, supply and environmental consequences which can result from third party interference. Hence, more stringent requirements and controls are applied to third party works in the vicinity of these assets.

Buried transmission pipelines are constructed from coated steel pipe where the appearance can vary depending on the year of construction, but will generally appear as yellow, black or grey when physically exposed.

### 1.2.2 Natural Gas Distribution

Natural gas distribution pressure assets operate at pressures below or equal to 1,050 kPag from offtakes of transmission pressure assets, and are generally used to supply consumers such as businesses and homes. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Due to the lower energy density compared to transmission assets, less stringent requirements and controls are applied to distribution assets. Some distribution assets are deemed critical by APA Networks due to the safety and supply implications that may arise due to a third party strike. These critical distribution assets will be defined on BYDA responses, and some of the controls which are applied to transmission pressure assets (e.g. permit and site watch) will be required.

Buried distribution pressure pipes may be constructed from the following materials and physical appearances when exposed:

- Cast Iron (black);
- Polyethylene (PE) (yellow or black with yellow stripes);
- Steel coated or uncoated (generally yellow, black or grey); and
- Other plastic such as Polyvinyl Chloride (PVC) or nylon (yellow).

Some legacy materials such as cast iron and nylon may require additional protection during construction works due to the unpredictable nature of the materials.

### 1.2.3 LPG Distribution

LPG distribution pressure assets operate at pressures below 140 kPag from storage compounds and are generally used to supply consumers such as businesses and homes in parts of Queensland, South Australia and Northern Territory. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

**Additional safety considerations are required in addition to the requirements for natural gas, as LPG is heavier than air and will pool at the leak point and can accumulate in a trench or excavation.**

The same materials used for buried distribution pressure pipes (**Section 1.2.2**) may be used on LPG distribution networks.

## 1.3 Damage and Emergencies

If you smell gas or damage has occurred, or is suspected, on any gas asset call APA emergency number **1800 GAS LEAK (1800 427 532) or 1800 808 526 for LPG assets.**

Any unreported damage has the potential to escalate and endanger public safety.

Where damage has resulted in a release of gas, you are advised to take the following immediate action:

- Clear the area of all people. Do not under any circumstance re-enter the damage area;
- Where safe to do so, shut off or remove all ignition sources and devices in the area e.g. naked flames, vehicle engines, power tools, mobile phones;
- Do not attempt to stop the flow or repair the damage;
- Allow the gas to vent to air; and
- Once clear of the area, contact the emergency number **1800 427 532 or 1800 808 526 for LPG assets.**

The conditions in this document or as provided by APA Networks are intended to protect the gas assets as well as keep safe any construction crews or general public in the vicinity. Depending on the circumstances, some variation to the conditions in this document may be required or may be provided by an approved APA Networks site watch representative. It is legislated in all jurisdictions that the direction provided by APA is followed.

## 1.4 General Duty of Care and Responsibility to Obtain Information

Anybody working near a gas asset, or responsible for such work, has a duty of care to exercise caution, to maintain a safe working environment and to meet requirements of all relevant laws and Occupational Health and Safety legislation.

For general enquiries about results from BYDA please contact:

- [DBYDNetworksAPA@apa.com.au](mailto:DBYDNetworksAPA@apa.com.au) for Northern Territory, South Australia, Southern New South Wales and Victoria, and;
- [PermitsQLD@apa.com.au](mailto:PermitsQLD@apa.com.au) for Queensland and Northern NSW (incl. Tamworth).

The third party shall make contact with APA through the BYDA process if any clarification is required to determine the approval processes for any proposed land use changes (within the Measurement Length), design works and construction activities within 3 m of a gas asset or within a pipeline easement.

Any works proposed by the third party will only be authorised if APA is satisfied that the works will not affect the integrity of the APA Networks operated assets.

Any person undertaking work near an APA Networks operated asset, or responsible for such work, must ensure that they familiarise themselves with APA requirements.

Working around any gas asset, especially transmission pressure pipelines, without appropriate planning and controls as specified by APA Networks can be extremely dangerous. Damage to a gas asset could result in:

- Possible explosion and fire with the risk of loss of equipment, property, personal injury, and death;
- Loss of gas supply to thousands of customers;
- Substantial repair and gas restoration liability costs to the authority or principal responsible; and,
- Prosecution under the relevant laws governing pipeline and gas safety.

**Prior to the commencement of any works within the Protected Zone of transmission pressure or critical gas assets, the Contractor performing the work must receive an Authority to Work Permit (ATWP).**

Any works within the Protected Zone of critical assets must comply with any conditions attached to an ATWP and depending upon the nature of the asset and works supported by an approved construction methodology.

Written authorisation in the form of the ATWP must be kept on site at all times, and the holder of the authorisation must comply with all the conditions of the ATWP. The performance of any works near critical APA Networks operated assets without a valid ATWP and full compliance with its conditions will constitute a safety incident and may also result in an infringement notice and associated penalties issued by the regulator of the APA Networks asset.

### 1.4.1 Additional Transmission Pressure Pipeline Requirements

Where the works proposed by the third party may result in a change in land use within the Measurement Length for a transmission pressure pipeline (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum), such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes. This may also require a Safety Management Study (**SMS**) Report to be completed and approved by APA Networks. The SMS Report is generated from an SMS workshop involving an SMS facilitator, the third party and APA Networks. APA Networks is the owner of the SMS Report and any resulting recommendations/ actions must be implemented to the satisfaction of APA prior to the commencement of any physical works.

Certain categories of development/ land use change are not appropriate to be located within the Measurement Length of transmission pressure pipelines. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the asset or undertaking other protection and mitigation measures.

## 2 PROTECTION PROCESS

APA is committed to working cooperatively with third parties to ensure that existing gas assets will be appropriately protected from any proposed works.

The process to be followed for any proposed works is outlined in **Table 1**. This table cross references the relevant section of this document which provides any specific requirements for each gas asset classification. The steps in this table are to be followed in conjunction with the process outlined by BYDA<sup>1</sup>, a flow chart is also provided in **APPENDIX A**.

**Table 1 Protection Process Summary**

Section	Step	Purpose
3	<b>Notification and Authorisation</b>	<p><b>Identify and locate existing gas assets in the vicinity of any proposed works.</b></p> <p>Submit BYDA requests to obtain indicative plans of gas assets.</p> <p>Notify APA Networks and obtain approval to verify the exact position by physically proving the position of gas assets at the cost of the third party.</p>
4	<b>Design and Protection Requirements</b>	<p><b>Review APA Networks design and protection requirements for any proposed infrastructure near gas assets.</b></p> <p>If acceptable clearance is available in accordance with this section review impact of construction methodology on existing gas assets.</p> <p>If acceptable clearance is not available in accordance with this section and the proposed infrastructure cannot be modified, alteration or protection of the existing gas assets will be required at the cost of the third party.</p>
5	<b>Construction and Land Use Requirements</b>	<p><b>Review construction methodology for adverse impact to existing gas assets.</b></p> <p>Some additional protection measures may be required depending on the existing gas assets, the construction methodology and whether land use changes are required.</p> <p>If works meet the requirements of this document, submit work package to APA Networks for review and approval. If approval is given, then undertake works in accordance with APA Networks conditions/ permits. If approval is not given modify work package accordingly.</p> <p>If works do not meet the requirements of this document or APA Networks approval cannot be reached, alteration or protection of the existing gas assets will be required.</p>
6	<b>Alteration</b>	<p><b>Request alteration of existing gas infrastructure if there is insufficient clearance or construction methods will adversely impact existing gas assets.</b></p> <p>Alteration of existing gas assets are fully recoverable and may result in delays if not identified early.</p>

### 2.1 Assessment Information

Throughout the protection process, APA Networks assessment may be required to determine if the proposed works/ installation has sufficient separation or if work can be undertaken with a suitable construction methodology. If APA Networks assessment is required, the following information must be provided to enable an efficient and comprehensive review.

- Due dates or a work program;
- The location / address and extent of proposed works;

<sup>1</sup> BYDA process is available at <https://www.1100.com.au/safety-information/digging-safely/>

- Scope / description of the work impacting APA assets;
- A work package containing detailed design or construction issue drawings with the location of APA assets and the extent of works marked and / or georeferenced. Sufficient details must be provided on the plans to verify locations against APA information, which is typically measured from property boundaries. Plan and cross sectional drawings are typically required, including any proving locations;
- The proposed construction methodology (if available); and
- For critical assets only, a completed permit request form. This form is automatically provided in response to a BYDA enquiry when it is required, with direction for this form included in the BYDA response (refer to **Section 5.2**).

If the information provided is incomplete, or irrelevant information is provided, it may result in a delay of the assessment process and provision of a response. Due to the varying nature of potential works, it is not possible to develop a comprehensive listing of information that will be required for each work type, but the above is provided as a general guideline for what will normally be required.

## 3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

### 3.1 BYDA Request

The fastest method for obtaining APA Network gas asset locations is to lodge a BYDA request. A response can be expected from APA within two business days, and may include one of three responses as outlined in **APPENDIX A**, depending on the location of the works in relation to existing APA operated gas assets in the vicinity.

For some BYDA requests, APA Networks may provide different responses to different assets affected by the proposed works. In all instances it is the responsibility of the third party to review and follow the direction of all BYDA responses.

The information provided by APA Networks in response to a BYDA request, along with any other plans or subsequent information provided by APA, show only the indicative location of the asset at the time and are a guide only. In most instances it will be necessary to prove the location of all buried assets within the proposed work area.

The following items must be considered when using asset information provided by APA Networks:

- Gas service lines from buried distribution pressure supply mains to consumers may not be shown on plans. Service lines are usually laid at right angles from main to a meter position, except where road conduits are provided; and
- Plans become rapidly outdated and so should be used within 30 days and then destroyed. It is the responsibility of the third party to contact APA Networks to seek the updated or renewal of any information after this time.

APA shall not be liable or responsible for the accuracy of any information supplied.

### 3.2 Provings and Site Identification

Electronic location (e.g. ground penetrating radar, pipe locators) of gas assets is required to verify the onsite locations and any plans that have been provided.

Physical proving of existing gas assets is required at key locations to verify that the separation and protection criteria provided in this document have been achieved. The location and quantity of provings will depend on the scope of proposed work, but provings will at least be required at infrastructure crossing points or where changes to surface level condition are planned.

Additional verifications are required for works parallel and in close vicinity to existing gas assets. Physical provings at maximum 10 m intervals along straight sections of pipe, along with all bends, branch lines and customer service offtakes to verify asset locations.

**Note:** Live service offtakes which no longer supply consumers may protrude from the gas asset and are not traceable or identifiable from records.

**Note:** The maximum physical proving intervals for straight sections of pipe may be adjusted based upon the discretion of APA personnel for extenuating circumstances.

The following items must be considered when proving the location of an existing gas asset:

- Provings must be conducted safely and in accordance with the requirements of **Section 5.5.2**. If damage to a gas asset does occur it should be reported immediately to APA as described in **Section 1.3**.
- Permit and site watch by an APA Networks representative may be required for some proving activities in accordance with **Section 5.2**.

### 3.3 APA Notification and Authorisation Process

Prior to the third party undertaking any works/ activities or as part of the planning and design phase, the third party shall ensure a BYDA request is submitted. The automated response received from the BYDA system will be tailored based on the criticality of the assets.

For assets operated at distribution pressures and not considered critical mains, a Duty of Care Notice is provided with the BYDA response for the third party to consider. Site watch may be necessary under a duty of care notice where additional protection or other integrity concerns require it.

In the event that works are conducted within the Protected Zone of a transmission pipeline and/ or critical distribution main, these works will require a review approval received from APA prior to commencement of works. Works subject to this requirement are deemed to include, but not limited to, the following activities that fall under **Table 3**;

- Non Destructive Digging (**NDD**);
- Mechanical excavation including trenchless excavation i.e. drilling (boring, horizontal direction drilling (**HDD**), pipeline bursting and tunnelling) for installing infrastructure such as the following;
  - o Roadways, driveways, railways, pavements;
  - o Electrical equipment (cables, overhead transmission lines, telecommunication cable or power poles);
  - o Installation of culverts/ pipes (water, drainage, sewer or reticulation); o Landscaping.

APA will not approve certain activities and structures in the transmission pipeline easement (if applicable), including the following;

- Permanent storage;
- Installation of billboard structures;
- Use and storage for explosives, flammables or corrosives;
- Blasting;
- Structures forming part of any house, house extensions, carports or entertainment areas;
- Dams and other manmade water features. Locations of dams off the pipeline easement/ protected zone must not create run off or drainage towards the pipeline easement;
- Chemically treated effluent coming in contact with the pipeline easement/ protected zone;
- Garbage, sand fill, refuse disposal;
- Airstrips.

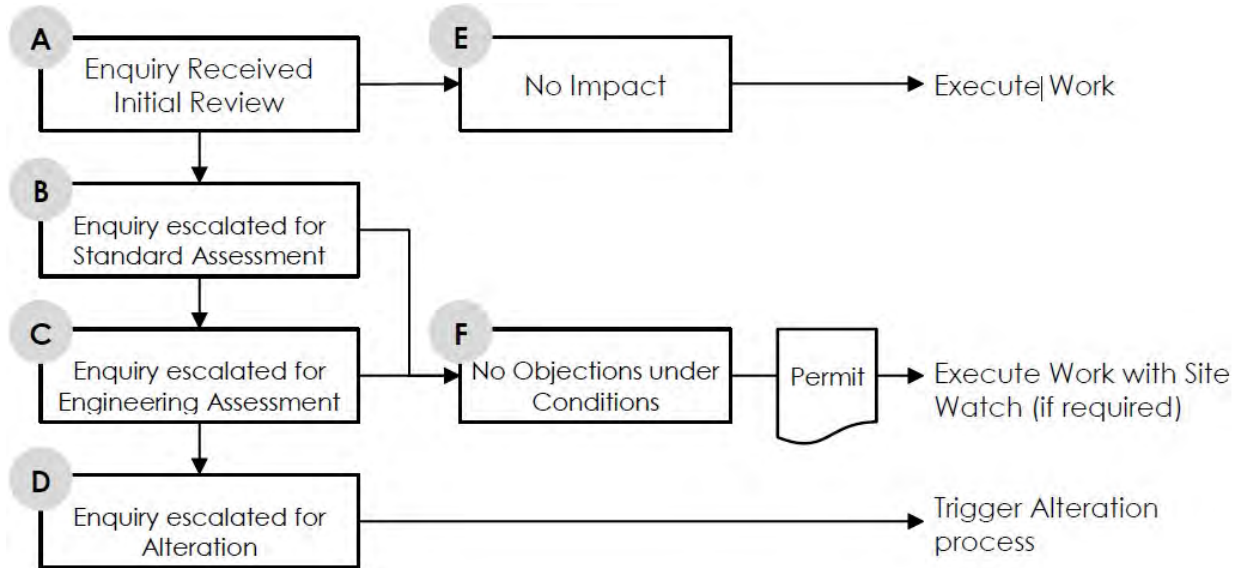
The Third Party must submit an enquiry to APA at the earliest possible stage to allow sufficient time for assessment. Submissions should include the following information;

- Land description and map identifying location of the proposed works;
- Types of works to be carried out;
- Intended future use of the land (where relating to change in land use)
- Type and weight of machinery that will be used;
- Any plans or diagrams of the works;
- Timeframe for the works.

The sequence of obtaining APA approval is as follows;

- a) Submit enquiry for Initial Review – The Third Party submits the request prior to works commencing and APA Networks will complete an 'Initial Review'. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Impact' response or;
- b) Enquiry Escalated for Standard Assessment – The request will be forwarded to APA Networks Field or System Operations personnel for a more detailed appraisal, which may involve contacting the third party, site visits, locating of assets of site, and/or request for additional information. The third party must not progress any work on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under standard conditions' response or;
- c) Enquiry Escalated for Engineering Assessment – The request has been forwarded to the Integrity Third Party Engagement team for additional appraisal and determination of specific conditions. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under special conditions response' or;

- d) Enquiry Escalated for Alteration – The Integrity Third Party Engagement team triggers the alteration process for this enquiry. The third party will be contacted for additional information and must not progress any work on site until they receive a response from APA Networks.
- e) No Impact – The third party receives a ‘No Impact’ response and can proceed with the works under appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.
- f) No Objection Under Conditions – The third party will receive a No Objection under standard or special conditions response and can progress with the planning of the works under the conditions specified in the response and appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.



**Figure 2 Stages for Third Party Works Authorisation Request**

For works around APA Networks transmission pipelines or critical mains the documents take precedence in the following order;

- APA Authority to Work Permit (**ATWP**)
- APA accepted Third Party Construction Drawings
- APA accepted Third Party Construction Methodology
- APA Networks Guidelines for Works Near Existing Gas Assets (this document)
- APA accepted Third Party Safe Work Method Statement (**SWMS**) (if applicable)

### 3.4 Commercial Agreement and Service Delivery

APA will undertake a review of Third Party Works, as required. At APA’s discretion cost recovery for these works may be required. Where APA Networks requires cost recovery a commercial service agreement in the form of a Works Agreement will be required.

**Note:** Any third party works requiring blasting, seismic and/or tunnelling work near APA Networks operated assets will not be considered “low risk” and cost recovery for detailed review maybe required.

### 3.5 Decommissioned Gas Assets

Decommissioned gas assets that remain in the ground are not always shown on BYDA plans.

Where unknown assets are identified or suspected on site but are not on APA plans, they must be treated as being live. In this instance, the third party must contact all utility owners and operators in the area of the BYDA and notify them of the findings.

Following review, if APA accepts that it is a decommissioned gas asset, the asset must be treated as per the requirements of this document. APA will take no further action where it is not considered to be a decommissioned gas asset.

In some cases, decommissioned gas assets are required for future use by APA (sometimes noted as “Idle” on APA plans). These assets must be treated as live using the same criteria outlined in this document, and must not be removed or altered without APA’s express written approval.

Where APA confirms there is no future use of a decommissioned gas asset (sometimes noted as “Abandoned” on APA plans), removal of the asset can be undertaken by the third party under the following conditions:

- For assets considered by APA to be decommissioned gas assets, APA must be engaged to verify that the asset is gas free;
- End caps must be permanently sealed, using an APA approved methodology, on any decommissioned sections that are to be left in place to prevent future water ingress into the remaining sections of the decommissioned gas asset;
- An as-built drawing must be submitted by the third party for any section(s) of a decommissioned gas asset removed by the third party or its sub-contractors to ensure BYDA can be updated accordingly; and
- Payment for costs associated with any verification or alteration activities must be provided prior to APA undertaking works.

## 4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

### 4.1 Standard Clearances

Minimum clearance dimensions outlined in this section must be met to allow for safe future maintainability and protection of existing gas assets. If separation clearances cannot be achieved, APA will review the proposed infrastructure on a case-by-case basis to determine whether a resolution can be achieved before alteration of any existing gas assets is considered. Authorisation of works by APA is still required, regardless of being able to achieve the required separation distances.

Clearances specified in **Table 2** are measured from the closest edges of the existing gas asset to the proposed infrastructure. Depending on the exact nature of proposed infrastructure, additional clearance may be required.

**Note:** Clearances specified herein are from gas assets, third party utilities may have their own standard separations that exceed APA's minimums specified in **Table 2**.

The future access zone required around a gas asset depends upon a number of factors such as size, operating pressure, depth and soil conditions, but typically this access zone is at least 1000 mm either side and 700 mm below the gas asset. As an aid for design and / or installation, the minimum clearances presented in **Table 2** are provided to allow for safe future access to gas assets. These minimum clearances assume that the asset have been proven and the location verified. There may be circumstances where additional clearances are required.

**Table 2 Minimum Clearances**

Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Any installation up to 0.6 metres wide which is crossing the gas asset	500 mm Vertical <b>(Note 2)</b>	300 mm Vertical <b>(Note 2)</b>
Any installation over 0.6 metres wide which is crossing the gas asset	500 mm Vertical	300 mm Vertical <b>(Note 2)</b>
Any installation laid by trenchless excavation e.g. HDD, boring, etc.	3000 mm Vertical	600 mm Vertical
	Refer to <b>Section 5.6</b> for minimum horizontal separation distances	
Any installation laid parallel to a steel gas asset	600 mm Horizontal <b>(Note 2, 3)</b>	
Any installation laid parallel to any gas asset other than steel	N/A	300 mm Horizontal <b>(Note 2, 3)</b>
Trenching separation from edge of gas asset to edge of trench <b>(Note 4)</b>	500 mm Horizontal	300 mm Horizontal
Underground electrical cables laid parallel to any gas asset other than steel	N/A	300 mm Horizontal
Electrical conduits and cables (<11 kV) laid parallel to a steel gas asset	Engineering assessment required <b>(Note 2, 3)</b>	
Electrical conduits and cables (≥ 11kV) laid parallel to a steel gas asset	<b>(Note 2, 3)</b> Engineering assessment required <b>(Note 7)</b>	

Electrical earthing systems near a steel gas asset	High Voltage: Engineering Assessment Required Low Voltage: 300 mm Horizontal <b>(Note 7)</b>	
Electrical earthing system near any gas asset other than steel	N/A	300 mm Horizontal
<b>Clearance Type (Note 2, 9)</b>	<b>Minimum Transmission Pressure Asset Clearance</b>	<b>Minimum Distribution Pressure Asset Clearance</b>
Undisturbed cover from the top of the gas asset to the underside of trenching or road pavement boxing	500 mm Vertical	300 mm Vertical <b>(Note 1)</b>
Distance from predominant building line	3000 mm Horizontal Where applicable outside pipeline easement	Refer to <b>Section 4.2</b>
Distance from Sensitive Use Locations (Refer <b>Section 7</b> for Glossary of Terms and Abbreviations)	APA Engineering Assessment Required <b>(Note 8)</b>	N/A
Canopies longer than 15 m parallel to the edge of the gas asset	3000 mm Horizontal <b>(Note 10)</b>	Refer to <b>Table 4 (Note 10)</b>
Any installation that could add excessive loads to the gas asset or restrict access to the gas asset	3000 mm Horizontal <b>(Note 2)</b>	
Any installations that may need require underpinning were APA to expose the gas asset	3000 mm Horizontal	
Any temporary stake, e.g. star picket	300 mm Horizontal	
Electrical poles including street lighting and traffic signals	3000 mm Horizontal Where applicable outside pipeline easement	1000 mm <b>(Note 3, 5, 6, 7)</b>
Fence post, including road safety barriers	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Pile or pier	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Permanent Heavy Vehicle Loads (Greater than 4.5T)	Refer to <b>Section 4.7</b> Temporary and Permanent Vehicle Loads	
Tree Root Barrier	3000 mm Horizontal	1000 mm Horizontal Refer to <b>Section 4.3</b> Landscaping Plans
Separation distances for vegetation	Refer to <b>Section 4.3</b> Landscaping Plans	

**Note 1:** For distribution main crossings, where the vertical separation distance is less than 300 mm physical protective slabbing, e.g. HDPE or concrete, shall be installed where the other utility is crossing beneath the APA pipeline/distribution main.

HDPE or concrete, shall be installed where the other utility is crossing above the APA pipeline/distribution main.

No protective slabbing is required for utility crossings greater than 500 mm separation.

**Note 2:** Structures and large utilities crossing APA Networks operated assets need to be self-supporting so that future repairs or maintenance of the asset can occur as per **Section 4.2 Third Party Assets and Structures**.

**Note 3:** Horizontal separation includes utility surface access pits, thrust blocks and/ or footings.

**Note 4:** Additional horizontal separation may be required depending on the extent of the planned works, local soil conditions and trench stability of the existing gas asset. This is particularly relevant where works occur within the angle of repose of the existing gas asset (e.g. parallel trenching that is deeper than the existing gas asset) and may result in undermining.

**Note 5:** In accordance with 'AS/NZS 4853 – Electrical hazards on metallic pipelines' without further information and APA engineering assessment, no electrical power poles for 66kV or above are permitted within the following separation distances of steel gas assets;

- If the power line has an Overhead Earth Wire (**OHEW**) – 15 m;
- If power line does not have an OHEW – 100 m;

**Note 6:** Where electrical poles (including street lighting and traffic signals) are proposed which place the gas asset within the no dig zone specified by the electrical authority either of the following shall occur;

- a) The poles shall be designed with deeper foundations to be self-supporting if the gas asset needs to be excavated. Or;
- b) For non-metallic assets relocated into a conduit that extends past the no dig zone.

**Note 7:** Clearance for electrical cables and earthing systems from steel gas assets must be reviewed in accordance with **Section 4.6 Earthing and Electrical Effects**. Electrical cables, substations and/or earthing systems installed in the vicinity of steel gas assets require an Earth Potential Risk (**EPR**) and Low Frequency Induction (**LFI**) assessment to AS/NZS 4853.

**Note 8:** Requires a setback distance to stay away from the Measurement Length (refer to **Table 14 Glossary of Terms and Abbreviations**). Alternatively, the setback distance may be reduced if protection slabbing is installed along the Sensitive Use Location where interaction with the Measurement Length occurs. This may also be limited to the development area subject to APA engineering assessment.

**Note 9:** Pipeline protection needs to be assessed and shown on the design plans with design clearances. This includes recoating, bridge slab or asset strike protection slab.

**Note 10:** Clearance may be dependent on demonstrating that there is sufficient continuous ventilation.

For construction and land use activities around gas assets the minimum horizontal clearances referenced in **Table 3** must be followed.

**Table 3 Minimum Clearances for Construction Works and Land Use Activities**

Construction and Land Use Activities	Minimum Horizontal Clearance	
	Transmission Pressure & Critical Distribution Mains	Non-Critical Distribution Pressure Mains
Excavation without APA representative present ( <b>Note 1</b> )	3000 mm	N/A
Trenchless Excavation ( <b>Note 1</b> )	3000 mm Refer to <b>Section 5.6</b>	1000 mm Refer to <b>Section 5.6</b>
Temporary Heavy Vehicle Traffic (greater than 4.5T)	If the load has not been assessed, maintain a Horizontal separation of 3000 mm.  APA engineering assessment must be completed if crossing asset.  Refer to <b>Section 4.7</b> Temporary and Permanent Vehicle Crossings	Refer to <b>Section 4.7</b> Temporary and Permanent Vehicle Crossings
Installation of Piles, Piers or Poles	Refer to <b>Table 2</b> and <b>Section 5.7</b>	
Hot Works from Construction Activities	Any hot works within 5000 mm of an open trench containing gas asset or where cover is less than 300 mm. Refer to <b>Section 5.8. (Note 2)</b>	
Compaction	<b>Section 5.10</b> for Compaction Limits Maximum Compaction Limits	
Vibration Limits	No vibration within 3000 mm of the pipeline and greater distance to comply with <b>Section 5.9</b>	
Blasting, Seismic Survey or the use of Explosives	Approval required for works within 100m. Refer to <b>Section 5.11</b> .	
Lifting over exposed gas asset	Not permitted over the gas asset. Refer to <b>Section 5.12</b> for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of crane outriggers to gas assets	Not permitted within 3000 mm of gas asset. Refer to <b>Section 5.12</b> for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of temporary material from pipeline	Not permitted within 3000 mm of gas assets. Refer to <b>Section 5.13</b> for Temporary Materials.	

**Note 1:** Excavation covers NDD, mechanical excavation and trenchless excavation (boring, HDD, pipeline bursting and tunnelling).

**Note 2:** Horizontal separation distance also applies to any pits or valve covers.

## 4.2 Third Party Assets and Structures

Structures, including but not limited to buildings, walls, canopies, footings, pile caps or retaining walls, must not transfer any load to or be installed over any gas asset.

The design of any third party asset or structure must take into account future safe access of any gas assets in the vicinity. The proposed third party asset or structure must be installed in a way that prevents the angle of repose from encroaching into the future access zone as specified in **Section 4.1** around the existing gas asset.

Any third party asset or structure installed within proximity to a transmission pipeline or critical distribution pressure main must be designed to be self-supporting and allow for a minimum excavation window 1m on either side of the asset and 700 mm below the edge of the asset, for maintenance of the asset. This self-supporting design information is required to be shown on the construction drawings supported by geotechnical data and calculations. Construction of structures on pipeline easements are not permitted without explicit consent from APA.

Distribution pressure gas mains must be offset from the expected predominant building line at a distance in accordance with **Table 4**. Transmission pressure gas assets shall be per **Table 2**.

**Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains**

Diameter (DN)	MAOP (kPag)			
	≤210	>210 ≤ 420	>420 ≤ 600	>600
≤110	0.5 m	0.5 m	1.0m	3 m
>110 ≤ 160	0.5 m	0.5 m	3 m	5 m
>160	0.5 m	3 m	3 m	8 m

Gas assets may be located underneath curbing or strip footings for road safety barriers for short sections up to 10 m to allow for tapers. The integrity of the gas asset to be located underneath the curbing or strip footing may require inspection, repair, recoating and / or slabbing depending on the existing condition and extent of proposed works.

Posts or poles which are located in road reserve, or otherwise exposed to vehicle impact, must be designed such that there will be no damage to the gas asset in the event of a vehicle impact.

For works in Victoria, consent from the relevant State Minister is required under Section 120 of the *Pipelines Act 2005* (VIC) for the erection of structures or buildings within 3,000 mm of a transmission pressure asset. Ministerial consent must be arranged through Energy Safe Victoria (**ESV**) following review and acceptance of the proposed designs by APA Networks.

## 4.3 Landscaping Plans

Vegetation may limit line of site, access and passage along an existing gas asset alignment, while the associated roots may damage existing buried pipe, coating or other ancillary equipment (e.g. cables). Above ground gas infrastructure may also be exposed to hazards from falling vegetation and increased fire risk. Additionally, trees and tree roots may limit access to the gas asset in an emergency, during normal operations and when make new connections or modifications.

Landscaping plans which include vegetation should select tree species which do not have vigorous root activity and do not exceed above 5m in height when fully mature when planted within 3m of gas assets. The pre-selection of trees considered suitable for planting within road reserves and near gas assets should also consider interference with, or damage to, other underground and overhead services.

For all landscaping works within 3 m of transmission pressure or critical distribution pressure gas assets the following details must submitted to APA for review and approval prior to planting.

- Tree species – botanical and common name
- Mature tree buttress and canopy diameter
- Mature tree height

- Maximum root ball diameter
- Offset from gas asset
- Method of protection to gas asset

Trees to be planted within 3 m of transmission pressure or critical distribution pressure gas assets, should also adhere to **Table 5** below.

**Note:** Horizontal separation is measured from pipe edge to edge of mature trunk or mature drip line, whichever is the greater.

Strata cells are not considered an appropriate protection from tree roots. If strata cells are to be installed in the vicinity of existing buried gas assets, the controls identified in **Table 5** must be used for protection.

**Table 5 Protection of Distribution Gas Assets from Vegetation**

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				
Gas Protection Methods					
	No protection methods required, provided separation limits are followed.				
	Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks ( <b>Note 1</b> ). For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented; <ol style="list-style-type: none"> <li>1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover.</li> <li>2. Installation of new gas conduit beyond the structural root zone (<b>SRZ</b>) of the mature tree species for future use. (<b>Note 2</b>)</li> <li>3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater.</li> </ol>				
	Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows; <ol style="list-style-type: none"> <li>1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater.</li> </ol> <b>AND</b> <ol style="list-style-type: none"> <li>2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover.</li> </ol> <b>OR</b> <ol style="list-style-type: none"> <li>3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. (<b>Note 2</b>)</li> </ol>				
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.				

**Note 1:** Refers to the minimum 1.5 m structural root zone for a mature buttress diameter less than 0.15 m mandated under AS 4970 – Protection of trees on development sites.

**Note 2:** Suitable protection method for PE mains only. Conduits to be recorded in Geographic Information System (GIS) for future referencing.

**Note 3:** On transmission pressure assets vegetation must not limit line of site along the buried gas assets alignment, all signage must remain each in sight of the other.

#### 4.4 Surface Levels and Conditions

Decreases or increases to surface levels must consider depth of cover requirements for gas assets specified in **Table 6**. This is in addition to maintaining a minimum working cover from the top of the gas asset to the underside of trenching or road box out works during construction as specified in **Table 2**. Vehicles must not cross gas assets at covers less than those specified in **Table 6** unless in accordance with **Section 5.10** for Compaction Limits or **Section 4.7** for Temporary and Permanent Vehicle Crossings.

Where existing surfaces are to be modified, finished cover levels are not to be reduced to less than existing levels, unless meeting the minimum requirements of **Table 6**. The requirement for, and the extent of, protective slabbing over any APA Networks operated asset will be determined by APA at its sole discretion with adherence to minimum depth of cover without physical protection as the preference. Depending on the location, local councils and relevant road/ rail authorities may have minimum depth of cover requirements that APA are required to meet which are more stringent than those listed in **Table 6**. Depth of cover requirements for individual consumer offtakes (service connections) are also provided in **Table 7**.

Details of any additional fill proposed to be placed on or within 3 metres of a gas asset, or within any applicable easement, must be clearly shown on plans and must be approved by APA Networks in writing. A maximum depth of cover of 2,500 mm for transmission pressure assets and 2000 mm for distribution assets apply in all locations; however, it is preferred not to exceed 1500 mm for both types of assets.

**Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains**

Asset Location	Minimum Depth of Cover (Note 3)	
	Transmission Pressure Asset	Distribution Pressure Asset
Under Minor Road Pavement ( <b>Note 1</b> )	<ul style="list-style-type: none"> <li>1,200 mm</li> <li>1,200 mm to 1,000 mm with physical protection slabbing and APA engineering load assessment</li> </ul>	<ul style="list-style-type: none"> <li>750 mm</li> <li>750 mm to 600 mm with physical protection slabbing and APA engineering load assessment</li> </ul>
Under Major Road Pavement ( <b>Note 2</b> )	<ul style="list-style-type: none"> <li>1,200 mm</li> <li>1200 mm to 1,000 mm with bridging slabs (<b>Note 4</b>)</li> </ul>	<ul style="list-style-type: none"> <li>1,200 mm</li> <li>1200 mm to 750 mm with bridging slabs (<b>Note 4</b>)</li> </ul>
In Road Reserve but not Under Road Pavement	<ul style="list-style-type: none"> <li>900 mm</li> <li>900 mm to 750 mm with protective slabbing contingent upon pipeline location class</li> </ul>	<ul style="list-style-type: none"> <li>750 mm</li> <li>750 mm to 600 mm with protective slabbing</li> </ul>
Not in Road Reserve	<ul style="list-style-type: none"> <li>900 mm</li> <li>750 mm with protective slabbing contingent upon pipeline location class</li> </ul>	<ul style="list-style-type: none"> <li>750 mm for &gt; 210 kPa</li> <li>600 mm for ≤ 210 kPa</li> </ul>
Railway Reserve	2000 mm ( <b>Note 5</b> )	
Large Open Drain or Major Water Crossing	2000 mm ( <b>Note 6</b> )	

**Note 1:** Minor road pavements typically are owned by local councils.

**Note 2:** All roads owned by state and federal authorities are major roads. Roads owned by council may be major or minor roads. Covers less than 1200 mm may require dispensation from the relevant road authority.

**Note 3:** Protective slabbing must be installed where minimum depth of cover requirements cannot be met or are required to meet specific safety requirements. Bridging slabbing for transmission pressure assets may be replaced with protection slabbing following APA engineering assessment.

**Note 4:** The requirement for bridging slabs can be downgrade to physical protection slabbing where APA engineering assessment is completed and approved.

**Note 5:** Installation within railway reserve shall be in accordance with both AS 4799 and the respective operating standard for the gas assets i.e. AS 2885 and AS 4645.

**Note 6:** The minimum depth of cover of 2,000 mm shall consider future scour of the drain or waterway crossing. For man-made drains the depth of cover can be reduced to 1200 mm if sealed (i.e. concreted) and appropriately designed. For transmission pressure assets, waterway crossings shall be designed in accordance with AS 2885.1 – 2018 Clause 5.8.6.2. For all assets, as a minimum the following shall be considered;

- a) A hydrological investigation to determine the stream power under peak stream, watercourse or waterway flows. The investigation shall determine the 1 in 100 year flood and the probable maximum flood and intermediate (optional) flood conditions.
- b) A geotechnical investigation to determine the physical parameters of the crossings, and using the information from the hydrological investigation, the erosion potential. This assessment should also consider the meander potential of the watercourse so that the limits of special construction can be defined.

**Table 7 Minimum Depth of Cover Requirements for Customer Offtakes (Services)**

Asset Location	Customer Offtake size	
	≤ DN50	> DN50 and ≤ DN110 (Note 1)
Roadway	450 mm	600 mm
Private Property	300 mm	450 mm

**Note 1:** Customer offtakes (services) with diameters greater than DN110 shall have depth of cover in accordance with **Table 6**.

Changes to surface conditions (e.g. changing from nature strip to road pavement) or which place the gas asset in an inaccessible position (e.g. with excessive cover) may require slabbing, recoating and / or relocation. Changes to surrounding surface levels or conditions must also consider drainage and the potential to result in erosion of cover for gas assets. Additionally, gas fittings such as valves, stopple fittings or flanges must not be located underneath road pavement. An APA Engineering assessment will be required if this is not feasible, refer to **Section 6**.

Where a new hardstand surface is installed on non-metallic distribution pressure mains (e.g. a painted concrete driveway), consideration should be given to including a casing or enveloper pipe to APA requirements for insertion of future gas assets. This will ensure that the new hardstand surface is not modified as part of the future gas installation. Where a casing or enveloper pipe is installed for future insertion works surveyed as-constructed records are to be provided to APA Networks for incorporation into the GIS records.

For transmission pressure gas assets, any landscaping material should be level within the easement or a minimum of 3 m (but preferably 6 m) to each side of the pipeline, to permit excavating equipment to operate without having to destroy the adjacent landscaping.

## 4.5 Casings Vent Stacks

Casings provide mechanical protection and protection to gas assets from external loadings. Some cased crossings are sealed and fitted with a casing vent stack, which gas leaks are identified via.

The following APA requirements are to be applied for works near casing vent stacks:

- Casing vent stacks cannot be removed unless an alternative arrangement has been approved by APA Networks or they have been assessed as being redundant;
- Unfettered access is to be maintained to casing vent stacks; and
- Minimum distance from casing vent stack discharge point to any electrical installation or overhead structure must be 1000 mm.

## 4.6 Earthing and Electrical Effects

Steel gas assets are susceptible to adverse effects from electrical sources such as above and below ground cables, substations, transformers, earth rods, cathodic protection systems or electrified tram / train lines.

Without any further information or engineering assessment, earthing systems for distribution ( $\geq 11\text{kV}$ ) and transmission ( $\geq 66\text{kV}$ ) power lines must satisfy the Earth Potential Rise (EPR) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.3 & 4.5 which specifies separation distances from pipe appurtenances (e.g. valves, regulators, isolation joints), access points or earth points (including cathodic protection test points). For the potential hazards to be accepted as low risk on the basis of a Level 1 assessment the separation between a conductive structure or substation and pipeline subject to EPR shall be greater than the values given in **Table 8** below.

**Table 8 Separation Distances for Pipeline Subject to EPR from Power Lines (Level 1 Assessment)**

Fault Current or Actual Current (A)  (Note 2, 3)	Separation Required (m) - Note 1				
	Distribution ( $\geq 11\text{kV}$ )	Power Line	Transmission ( $\geq 66\text{kV}$ )	Power Line	
	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$	
150	40	190	N/A	N/A	
300	80	390	N/A	N/A	
500	130	660	N/A	N/A	
750	200	1,000	N/A	N/A	
1,000	270	1,300	60	310	
3,000	N/A	N/A	190	940	
6,000	N/A	N/A	380	1,900	
10,000	N/A	N/A	635	>3,500	

**Note 1:** Earth resistivity of 500  $\Omega\cdot\text{m}$  shall be used for dry sand or rock and 100  $\Omega\cdot\text{m}$  for all other cases.

**Note 2:** If the fault current is unknown for a distribution power line ( $\geq 11\text{kV}$ ), a fault current of 1000 A shall be used for the first pass assessment.

**Note 3:** If the transmission power line ( $\geq 66\text{kV}$ ) uses an OHEW, uses values up to 3,000 A (this assumes a current split of 30% of 10 kA). For lines without an OHEW, use values up to 10,000 A for current going down the structure.

Without any further information or engineering assessment, distribution ( $\geq 11$  kV) and transmission ( $\geq 66$  kV) power lines parallel to steel gas assets must satisfy the Low Frequency Induction (LFI) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.2 & 4.4 which specifies maximum acceptable power line to pipeline exposure length.

Per AS/NZS 4853 – 2012 the pipeline expose length (average separation for the parallel section) under LFI conditions shall be less than the values given in **Table 9** below.

**Table 9 Exposure Length for Pipeline Subject to LFI from Power Lines (Level 1 Assessment)**

Power line to pipeline separation (m)	Exposure Length (m) – Note 1		
	Distribution Power Line ( $\geq 11$ kV) – 100 $\Omega$ .m	Power Line	Transmission Power Line ( $\geq 66$ kV) – 100 $\Omega$ .m
5	180		95
10	210		110
20	240		127
50	310		165
100	400		210
200	550		290
500	950		500

**Note 1:** Without soil resistivity data, assessments are to be completed assuming 100  $\Omega$ .m. If soil resistivity data is available refer to AS/NZS 4853 – 2012.

Where AS/NZS 4853 Level 1 EPR or LFI requirements cannot be achieved a Level 2 and/or 3 assessment will be required.

The third party must provide to APA detailed plans of any source(s) of earthing and/ or electrical effects proposed to be located in the vicinity of steel gas assets, with an assessment report compliant with AS/NZS 4853 Electrical Hazards on Metallic Pipelines. This assessment report is to determine any effects to existing cathodic protection or induced voltage mitigation systems from these types of installations. The third party must address any relevant requirements and any recommendations and/or actions must be implemented to the satisfaction of APA Networks. All cost association with the study, and implementing its recommendations and/ or actions are to be borne by the third party. The third party must also complete validation testing upon completion of construction and provide all findings/ reports to APA Networks.

Hazards which may arise due to electrical systems located in the vicinity of steel gas assets include the following:

- Accidental contact between gas assets and electrical systems;
- Capacitive coupling;
- Conductive coupling;
- Electromagnetic induction;
- Low Frequency Induction (LFI);
- Earth Potential Rise (EPR), including due to fault current or lightning discharge; and,
- Adverse cathodic protection interference in excess of those allowed under AS 2832.1 or relevant state regulations

## 4.7 Temporary and Permanent Vehicle Crossings

Vehicle crossings over existing gas assets are limited to light vehicles (Gross Vehicle Mass not greater than 4.5 tonnes unless advised otherwise by APA Networks in writing) on unsealed surfaces or Heavy Vehicles (compliant General Access Vehicles) on established road pavements.

Any proposed new crossings must be assessed and authorised in writing by APA Networks.

A maximum surface pressure of 400 kPa is allowable directly above buried gas assets. However, any surface pressure exceeding this limit or where cover over the gas asset has been reduced from **Table 6** will require an APA Engineering Assessment and approval.

Where soil conditions exhibit poor compaction and load bearing characteristics, such as wet soil conditions, equipment is not permitted to cross the gas asset irrespective of weight without establishing a stable sealed surface or road plates.

Crane footings or bog mats must not be placed where the angle of repose can influence an existing gas asset without express written approval by APA. Where the existing gas asset is within the angle of response, the maximum surface pressure due to the crane must be provided.

## **5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS**

Extreme care should be exercised at all times when working around existing gas assets, as repair works will be fully chargeable and may result in delays to any works. Refer to the duty of care outlined in **Section 1.4** and the requirements of this section when selecting construction methods.

### **5.1 Land Use Change**

Where works proposed by a third party may result in a change in land use within the Measurement Length (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum) of transmission assets, such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes.

This may also require a Safety Management Study (SMS) report be completed and approved by APA Networks. This SMS report is generated from an SMS workshop involving an independent SMS facilitator, third party and APA Networks. APA Networks is the owner of the SMS report and any resulting recommendation/ actions must be implemented to the satisfaction of APA Networks prior to the commencement of any physical works.

Certain categories of development, such as Sensitive Use Locations (refer to **Table 14 Glossary of Terms and Abbreviations**), are not appropriate to be located with the Measurement Length. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the transmission pipeline or undertaking other protection and mitigation measures.

Sensitive Use Locations near transmission pipelines are designated under AS/NZS 2885.6 and identify land where the consequences of a Failure Event may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline Failure Event.

Sensitive uses are defined as follows;

- Schools, which includes colleges
- Hospitals and aged care facilities such as nursing homes, elderly people's homes
- Prisons and jails
- Sheltered housing
- Buildings with five or more stories
- Large community and leisure facilities, large open air gatherings
- Day care facilities
- Other potentially difficult to evacuate facilities
- Other structures as defined by relevant local councils.

For further information regarding the SMS process, refer to APA Networks Encroachment and Land Use Change SMS Trigger Procedure, **400-PR-L-0003**.

### **5.2 Permits and Site Watch**

Transmission pressure assets and critical distribution pressure assets, must have a permit issued prior to proposed works in the vicinity of the existing assets, including any proving activities. Following the issue of a permit, a site watch inspector may be required to verify that the activities are carried out appropriately.

Other distribution pressure assets not considered critical will only require site watch as determined by APA Networks.

Where a permit is required, the response provided to the BYDA enquiry will include the relevant forms and process to be followed for submitting a permit request.

While BYDA recommends completing the request two business days prior to undertaking works, this is to ensure that the location information is obtained. This may not allow sufficient time for APA Networks to supply site watch. Further delays may be experienced if the proposed works are significantly complicated, do not meet the requirements of this document or if insufficient information is provided.

**It is an offence in all jurisdictions to undertake activities in the vicinity of transmission pipelines without prior authorisation by the operator.**

### **5.3 Coating Surveys and Leakage Surveys**

Where proposed works have potential to indirectly damage pipe coating (i.e. due to compaction) or result in a leak of the gas asset (e.g. vibration of cast iron pipes), additional monitoring activities such as Direct Current Voltage Gradient (**DCVG**) or leakage surveys may be required.

If required, chargeable DCVG surveys will be conducted prior to works to establish any existing coating faults which exist on the gas asset. A subsequent DCVG survey will be conducted at the conclusion of works, and where new faults have developed on the gas asset, repairs shall be made with costs charged to the works owner. Surveys can be conducted prior to finalising road surfaces to avoid costly repairs.

A similar chargeable survey program can be applied where leakage surveys are required. However, additional surveys may be necessary throughout works to ensure work crews do not operate in a gaseous environment once leaks are caused.

### **5.4 Pipeline Repairs, Recoating and Slabbing**

Buried steel assets operated by APA Networks are coated to provide protection from corrosion.

Where the surface conditions above a buried steel pipe are changed which may limit future access to the existing gas asset an assessment of the coating condition will likely be triggered.

The requirement for pipeline recoating is assessed by APA Networks on a case by case basis, based on the proposed works, but will generally be dependent on the following:

- The asset class;
- The existing coating type, age and condition;
- Increase in loading that can bring forward any pipeline anomalies; and,
- Changes limiting access to the existing asset(s), such as the installation of slabbing, road pavement, culverts, embankment ramps or any other feature.

A chargeable coating survey carried out in accordance with **Section 5.3** may be required to assess the condition of the existing gas asset coating.

Recoating and/ or associated slabbing works over any gas asset will be determined by APA Networks Engineering Assessments and any applicable risk assessments (Safety Management Study or Formal Safety Assessment).

Pipeline repairs, recoating and slabbing that form part of any third party commercial agreement will be charged to the third party.

The requirement for, and the extent of, slabbing over any APA Networks operated asset will be determined by APA at its sole discretion and may depend on factors other than only changes in depth of cover discussed in **Section 4.4**. Slabbing may be required for the following reasons:

- Removable protective slab to provide protection from third party mechanical excavation;
- Bridging slab to provide protection from external loadings e.g. insufficient depth of cover combined with vehicle traffic.

Slabbing must be installed with adequate separation from the pipe, which may impact the undisturbed cover requirement, and cannot be installed directly underneath road pavement or at surface level.

Any bridging slab designs prepared by a third party must be accompanied by certification from the registered practising structural engineer (Registered Professional Engineer Queensland (**RPEQ**) required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to prevent pipeline loading.

## **5.5 Exposure of Buried Gas Assets**

### **5.5.1 General**

Excavation works covers Non-Destructive Digging (**NDD**) and mechanical excavation. All such excavations must be completed in accordance with APA's direction.

The Third Party or its Contractor can perform exposure works on APA Networks operated assets via NDD using vacuum excavation and subsequent mechanical excavation works under the following conditions:

- **A current BYDA request is available for the works.**
- An approved Authority to Work Permit (**ATWP**) is issued for works near transmission pipelines or critical mains.
- APA Site Watch Officer is present for works near transmission pipelines or critical mains as outlined on the ATWP.
- The Third Party (or its Contractor) shall ensure they have their own SWMS, Risk Assessment, Environmental Management Plan, Tool Box Talk, Traffic Management and Pre-Start in line with their own corporate policy in place prior to works commencing.
- All underground assets have been identified by surface marking where within or close to the excavation area prior to proceeding with planned proving works (i.e. hand or NDD (e.g. Hydro-Vacuum Excavation). Any non-recorded assets should be identified prior to breaking ground (e.g. excavation or cutting).
- A check for gas leaks has been conducted prior to the commencement of work.
- If the mechanical excavation operator cannot see the spotter (where applicable, APA Site Watch Officer), he or she must stop moving immediately and not resume movement until contact has been established. Spotters must be aware of their surroundings and should never walk into the path of a vehicle, moving equipment or a swinging load. They need to scan the ground to become aware of any trip or fall hazards.
- If excavations are greater than 1.5 m or ground conditions are considered unstable benching/ battering/ shoring must be utilised. Additionally, appropriate ladders/ ramps or steps must be utilised to ensure safe access and egress.
- **Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.**

### **5.5.2 Physically Proving Gas Assets**

Prior to mechanical excavation of the gas assets, the asset shall be physically proven by NDD or through the use of hand excavation. The method used will vary based on the criticality of the asset. The requirements in **Section 5.5.1** shall be implemented prior to physically proving the gas asset.

#### **Technique 1 – Vacuum Excavation (Critical and Non-Critical Gas Assets)**

A vacuum truck can be used to prove and expose the gas asset. Please ensure the requirements detailed in **Section 5.5.3** are adhered to.

#### **Technique 2 – Hand Excavation (Critical and Non-Critical Gas Assets)**

If the anticipated depth of cover of the gas asset is less than 1m (measured from the top of pipe) then hand excavation shall be used to expose the gas asset. The use of round edge shovels should be used to avoid damage to the pipe or coating. In the event that the anticipated depth of cover of the gas asset is greater than 1m then mechanical excavation can be undertaken in accordance with the requirements of **Section 5.5.4** but must stop when within 1m of the gas asset (i.e. 1.3m anticipated depth means that 300 mm of cover can be removed by mechanical excavation and the

remainder by hand excavation as described above. The anticipated depth shall be based on the shallowest result from BYDA or pipe locator.

### **Technique 3 – Hand + Excavation (Non-Critical Gas Assets ONLY)**

If the gas asset is deemed non-critical then a combination of hand digging and excavation can be used. This technique requires the third party to hand excavate 300 mm then mechanically excavate the first 150 mm. In this technique the hand excavation shall always lead the mechanical excavation by 150 mm. Once within 300 mm of the gas asset then only hand excavation is allowed.

### **5.5.3 Hydro-Vacuum Excavation**

Where hydro-vacuum excavation is used in the vicinity or to expose existing gas assets, the following conditions must be applied:

- Ensure the general requirements in **Section 5.5.1** are adhered to prior to the works commencing.
- Root cutting heads shall not be used at any time.
- When locating pipelines and mains, a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 450 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- When locating customer offtakes (services), a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 300 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- Where air is used in place of water the air pressure shall not exceed 175 PSI (1200 kPa).
- A minimum distance of 200 mm shall be maintained between the nozzle tip and subsoil and vertical movements avoided (i.e. nozzle shall not touch or be inserted into soil).
- The wand shall never remain motionless during excavation. Aiming directly at the gas asset shall be avoided at all times.
- NDD vacuum equipment must not come into contact (impact) with the pipe or coating.
- Once a gas asset has been exposed via hydro-vacuum methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or its coating. Damage caused to the pipe coating by the third party will be chargeable.
- A dead man trigger or similar, shall be installed and used on the wand.
- If conduits are to be installed for identification of the gas assets location the conduit shall be offset to one side and recorded or a flexible conduit installed over the gas asset. The placement of PVC pipes directly on the gas asset may cause damage to the pipe coating and require repair at the contractor's expense.
- Vacuum excavated holes shall be cleaned of any rocks and debris and backfilled with a minimum 300 mm of sand.

Personnel operating NDD equipment shall monitor ground conditions to determine and adjust for the lowest water pressure setting and vacuum used to adequately expose the gas asset. The objective shall be to use the lowest possible pressure and vacuum required to adequately excavate in order to minimise risk of coating and/or pipe damage. **Table 10** provides the maximum water pressure to be used for various pipe and coating types.

**Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation**

Pipe / Coating Type		Max. Water Pressure (PSI)	Pipe / Coating Type	Max. Water Pressure (PSI)
Steel	Coal Tar Enamel Coated	1,000	<b>Steel – Mummified fittings</b> (e.g. valves, flanges)	Not Permitted
	Polyethylene Tape Coated	1,000	<b>Cast Iron</b>	1,000
	Polyethylene Coated	2,000	<b>Polyethylene</b>	2,000
	Trilaminate Coated	2,000	<b>Nylon or PVC</b>	1,500
	FBE or HBE Coated	2,000	<b>Unknown Material or Steel Pipe Coating</b>	1,000
	Uncoated	2,500		

**5.5.4 Mechanical Excavation**

Prior to commencing any excavation works the general requirements in **Section 5.5.1** must be adhered to.

Where works are to be carried out within 3 m of the gas alignment and to 1 m of the known gas main depth, the contractor is required to pothole and expose the gas asset as outlined in **Section 5.5.5**.

Prior to the mechanical excavation commencing ensure the excavator is in working order and all pre-start equipment checks are completed.

Excavators with general purpose buckets (e.g. mud bucket, general purpose teeth) up to 30 tonnes are permitted to conduct mechanical excavations in the vicinity of existing APA gas assets in accordance with APA requirements. Any variation of excavator size or bucket type will require assessment and approval by APA Networks. Buckets with any type of tiger or penetration teeth are not permitted unless explicitly approved by APA Networks.

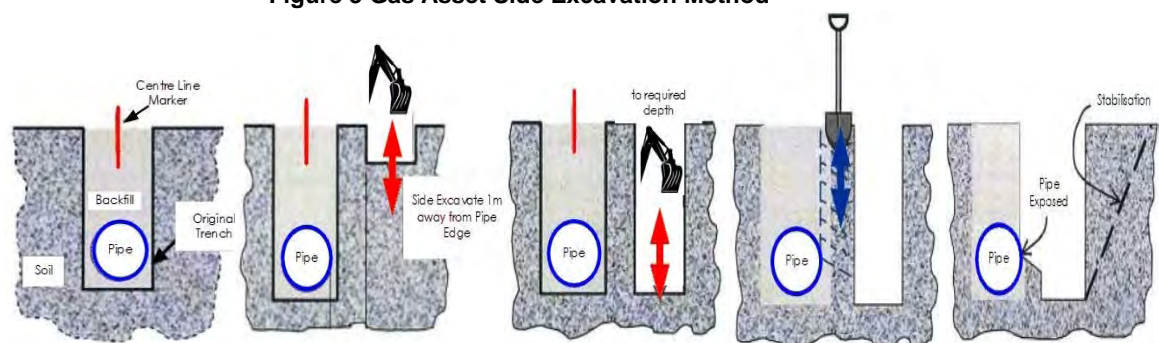
**Critical Gas Assets**

No mechanical equipment shall be used within 1 m of the potholed depth of the critical gas asset, except under explicit on site direction from an APA representative (i.e. APA Site Watch).

**Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.**

Once the gas asset has been positively proven, as outlined in **Section 5.5.2**, mechanical excavations can commence at a minimum of 300 mm offset from the outer edge of the pipe. The third party shall not mechanical excavate directly over a critical gas asset, with hand excavation only directly over the alignment or to expose the asset.

**Figure 3 Gas Asset Side Excavation Method**



**Non-Critical Gas Assets**

Mechanical excavation is permitted directly over the top of non-critical gas assets however **under no circumstances is mechanical excavation equipment to be used within 300 mm of any gas asset.** If the third party is in doubt with regards to the criticality of the gas asset, then the excavation method outlined for critical gas assets shall be used.

Prior to the mechanical excavation commencing, the asset shall be physically proved as outlined in **Section 5.5.2**. Once the depth has been physically proven the third party can proceed with excavating around the gas asset until within 300 mm. From this point hand excavation or NDD is required.

**5.5.6 Protection During Exposure**

Additional protection measures are required where an exposed gas asset may be subject to impact from construction activities, sagging of exposed pipe and trench instability. Any works requiring exposure and protection of the gas asset should have an accompanying methodology and approval by APA Networks.

Physical protection (e.g. structural steel protection, sandbags, wrapped with split PVC pipe) should be installed around the exposed gas asset when exposed, particularly when new infrastructure is planned to be installed crossing below the gas asset. If the gas asset is to be exposed for longer than one day or otherwise left unattended, suitable barricades, security fencing and/ or steel plates will be required to provide protection from vehicles, dropped objects (such as construction materials) or vandalism.

Unsupported exposed pipe lengths require protection from sagging by using suitable supports such as sandbags or slings. Where slings or other support types come into contact with the gas asset, protection methods must be employed (e.g. wrapped with split PVC pipe) to prevent damage to the existing pipe or coating. Exposed unsupported joints must also be identified and supported during works. The maximum allowable length of exposed pipe without support is provided in **Table 11**.

**Table 11 Maximum Unsupported Lengths of Exposed Pipe**

Gas Asset Diameter (mm)	Steel Maximum Unsupported Length (mm)	Polyethylene Maximum Unsupported Length (mm)	Other Material Maximum Unsupported Length (mm)
≤20	2,000	1,500	1,500 <b>(Note 1)</b>
>20 & ≤63	2,800	2,000	
>63 & ≤100	3,600	3,000	
>100 & ≤150	4,200		
>150 & ≤250	5,000		
>250	5,700		

**Note 1:** Particular care should be taken for other materials include cast iron, PVC or nylon due to the unpredictable nature of the joints.

Additional protection and support during trench or bell-hole excavation works to minimise ground instability may also be necessary to protect the integrity of existing gas assets during exposure works. Trenches are to be inspected prior to commencing works each day and monitored by the onsite party responsible for the excavation. APA shall be notified of any condition likely to affect the stability of trench.

Any deep excavations, within 3 m of a gas asset, shall be designed and constructed such that the effects of subsidence, collapse or extreme weather will not affect the gas asset. Any such excavations prepared by a third party must be accompanied by certification from a registered practising engineer (RPEQ required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to protect the gas asset.

### 5.5.7 Backfill and Reinstatement

Prior to backfilling, a minimum of 150 mm of bedding sand must be placed around all gas assets. Bedding sand shall be in accordance with APA specification **400-SP-L-0002**, which can be provided to third parties upon request. The bedding must be compacted in accordance with **Section 5.10**, including suitable compaction and backfill of the underside of the gas asset to prevent any further vertical movement during subsequent layers above the asset. APA may require geo-fabric installation between different trench reinstatement products to prevent sand migration in which nonwoven fabric is required and needs to extend 1000 mm past either side of the utility crossing.

The bedding material shall be clean, free from all sharp objects, sandbags, clay material, vegetable matter, building debris and disused road paving material to the specification provided by APA. Recycled bedding material and stabilised sand must not be used unless explicitly approved by APA.

The remainder of the excavation shall be backfilled and compacted in accordance with **Section 5.10**, at maximum increments of 300 mm to a density which is similar to the surrounding sub-grade material. Only clean fill material shall be used, preferably the same as the natural soil in the area, and free from ash, weeds and pest plants, salt or any chemicals which could harm the gas assets. Where required, concrete slabbing shall be installed in accordance with **Section 5.4**.

In all circumstances gas warning tape / marker board shall be installed in accordance with the following requirements:

- Gas warning tape installed at 300 mm below finished surface level.
- Gas marker board installed 300 mm above the top of the pipe.

Note, where gas warning tape cannot be installed 300 mm below the finished surface level due to road pavement box out, marker board is to be installed 50 mm below the box out work zone.

In situations where a physical protection slab or bridging slab has been utilised an additional layer of gas marker board must be installed 50 mm above the slabbing.

The excavated area is to be reinstated to the original condition or as approved by APA and the relevant local council, road authority or landowner as applicable. Any marker signs removed during excavation works must also be reinstated in original positions. Additional marker signs may be required at new infrastructure crossings as directed by APA.

## 5.6 Trenchless Excavation

Trenchless excavation covers horizontal directional drilling (**HDD**), boring, pipe bursting and tunnelling. These activities are considered high risk that require additional controls to prevent damage to existing gas assets. This includes proving the existing gas asset location and depth for all horizontal bores, as well as providing a witness trench to verify that the bore will pass the asset with sufficient separation.

A witness trench must be used in addition to live electronic tracking of the bore head. The witness trench must be prepared to the specification provided in **Table 12**. The progressive measurement of the length of the bore must also be made and plotted along its proposed direction to ensure the bore head has not missed the witness trench. The bore head must be exposed in the witness trench, when the crossing is above the existing gas asset.

For all assets installed via trenchless excavation a vertical separation aligning with the maximum borehole diameter (e.g. reamed diameter) shall be demonstrated. For transmission pressure and distribution pressure assets this vertical separation distance is 1000 mm and 600 mm, respectively.

If the works run parallel to a transmission pressure or critical gas assets a minimum separation distance of 3 m must be maintained. For non-critical gas assets, the minimum separation distance of 1 m must be maintained. For works running parallel to gas assets, proving of the actual location of the gas asset must occur every 4 m.

**Note:** It is expected that HDD operators working near gas assets hold the national competency RIICCM202 – Identify, location and protect underground service.

**Table 12 Minimum Witness Trench Dimensions**

Crossing Type	Witness Trench Depth	Witness Trench Dimensions
Crossing Above Existing Gas Asset	To bottom (invert) of gas asset	Witness trench shall be 1000 mm to 2000 mm in front of the gas asset on the approach side. Witness trench shall be min. 1500 mm long and 300 mm wide centred on bore centre line.
Crossing Below Existing Gas Asset	To bottom (invert) of gas asset plus 500 mm	

Dispensation may be considered where detailed long sections are provided for assessment by APA and where depths of existing gas assets or separation to the bore are greater than 2500 mm.

Pipe bursting is not permitted within 1000 mm of an existing gas asset.

### 5.7 Piles, Piers or Poles

No piling such as pile-driving, sheet-piling or hammer-piling is permitted within 15 m of an existing gas asset unless explicit consent has been provided by APA. In all instances, vertical bored (augured) piles, piers or poles are preferred.

Where installation of piles, piers or poles are proposed between 500 mm and 1000 mm clearance from a gas asset (distribution and transmission pressures, respectively), the area directly below the proposed pile, pier or post location must be excavated to a level equivalent to the bottom (invert) of the existing gas asset, and works started from that depth.

**Note:** Proving of the gas asset must be completed in accordance with the requirements set out in **Section 5.5.2** prior to the commencement of any works.

Temporary steel plates may also be installed between the gas asset and the proposed pile, pier or post used for vertical bore methods within this clearance to provide extra protection.

**Note:** Direct vibration monitoring on the gas main may be required depending upon the installation method utilised. Refer to **Section 5.9** for APA Networks vibration limits.

### 5.8 Hot Works for Construction Activities

Typical hot works include grinding, welding, thermal or oxygen cutting or heating, and other related heat producing or spark-producing operations. Heat sources or hot works must not impact gas assets, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.

In order to safely undertake hot works, response procedures in the event of fire or flammable gas detection must be prepared and monitoring for flammable gases must be undertaken during works.

APA must approve any hot works where there is less than 300 mm ground cover to buried gas assets, or within 5,000 mm of any exposed gas assets (including any pits or valve covers). A heat shield or barrier may be required to provide protection if it cannot be demonstrated that works can be undertaken without impacting the gas asset.

### 5.9 Vibration Limits

Significant vibration may arise from activities such as blasting, piling, tunnelling and HDD/boring.

To avoid damage to existing APA Networks operated pipes and coatings, the following vibration limits must not be exceeded at any point on the pipe:

- a) For cast iron mains: 5 mm/s maximum Peak Particle Velocity (**PPV**) measured on the pipe.
- b) For steel pipe with a coal tar enamel (**CTE**) coating or with poor coating health: 10 mm/s maximum PPV measured on the pipe.
- c) For non-coal tar enamel pipe coatings and other pipe materials (i.e. steel, PE, PVC or Nylon): 20 mm/s maximum PPV measured on the pipe.

d) For blasting, the above vibration limits can be increased if supported by calculations in accordance with Design Guidelines for Buried Steel Pipeline – American Lifelines Alliance American Society of Civil Engineers (**ASCE**) and approved in writing by an APA Networks Integrity Engineer.

**Note:** Cast iron mains are particularly susceptible to damage by vibration. The PPV limit may not prevent leaks from cast iron and may require additional gas leakage survey activities during works in accordance with **Section 5.3**.

For vibration monitoring adopt an alarm at 80% of the acceptable PPV value and when the alarm is activated, the work must stop and be re-assessed. Short incursions up to 100% are acceptable, for sustained periods of vibration longer than 5 minutes, works must be stopped.

The zone of influence for vibration assessment undertaken by the third party is shown below;

- For compaction, refer to **Table 13**.
- For trenchless excavation (HDD/ boring), refer to **Section 5.6**.
- For piling refer to **Section 5.7**.
- For blasting refer to **Section 5.11**.

## 5.10 Compaction Limits

Compaction activities such as establishing a base course for a road pavement may result in damage to the pipes and coatings of existing gas assets. Compaction limits in the vicinity of existing gas assets are summarised in **Table 13**.

**Table 13 Maximum Compaction Limits**

Horizontal Separation (m)	Minimum Cover to Top of Gas Asset (mm)	Compaction Limits
≤3 (Note 1)	300	Small handheld compactor only
	500	Large handheld compactor Maximum 4 tonne tandem drum static roller
	750	Maximum 8 tonne tandem drum static roller
	1200	Maximum 10 tonne tandem drum static roller subject to APA approval
>3 & ≤10	All	Maximum 8 tonne tandem drum vibrating roller
>10 & ≤15	All	Maximum 10 tonne tandem drum vibrating roller
>15	All	Any compaction method

**Note 1:** Compaction within 3 m of gas assets is limited to static rollers. If vibration compaction is necessary a robust vibration assessment and construction methodology signed off by an RPEQ for works in Queensland, and so on as required for other States and Territories, will need to be produced by the third party for review and approval by an APA Networks Integrity Engineer.

## 5.11 Blasting / Seismic Survey / Explosives

Blasting, seismic survey or the use of explosives is not permitted within 100 m of a gas asset unless explicit approval is provided by APA Networks. The size and quantity of the explosives to be used will determine how close to the pipeline blasting will be permitted. In all cases, blasting methods must be arranged to limit ground vibrations so that the peak particle velocity does not exceed acceptable limits. At no stages will blasting be permitted within 3 m of the pipeline.

### 5.12 Suspended Materials above Gas Assets and No Go Zones for Cranes

Where gas assets are exposed, no cranes, excavators or backhoes are permitted to carry or suspend materials directly over or across a gas asset without an APA Networks approved lifting plan and SWMS.

Outriggers must be set up outside a 3 m radius from gas assets unless otherwise approved by APA Networks in writing.

### 5.13 Temporary Materials

In all instances it is preferred that temporary materials (e.g. soil, shipping containers) are not stored on top of transmission pressure and critical gas assets. Temporary material must not restrict access and should be placed at least 1,500 mm from the alignment of these assets unless otherwise approved by APA Networks.

## 6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

Where the proposed third party works do not comply with the requirements of this document, and adequate additional controls or a specialised engineering solutions cannot be developed, alteration of the existing gas assets will be required.

Gas asset alterations will only be undertaken under a Recoverable Works Agreement (**RWA**) appropriate to the scope and extent of the works required.

An Early Works Agreement (**EWA**) may also be required where works are proposed which require proving, engineering design activities or purchase of long lead items. This will allow for completion of these items prior to execution of a RWA and avoid delaying works.

If either or both these agreements are required, then APA Networks will enter negotiations with the relevant third party and any costs will be payable by that third party.

## 7 GLOSSARY OF TERMS AND ABBREVIATIONS

**Table 14** Glossary of Terms and Abbreviations

Term/ Abbreviation	Meaning
AGN	Australian Gas Networks
APA	Each entity that forms part of the APA Group
APA Engineering Assessment	Covers technical assessments which may involve field integrity assessments that may or may not include the use of specialist Consultants managed by APA.
APA Networks Operated Assets	APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (AGN), Allgas, APA, Origin and Queensland Nitrates (QNP) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria.
APA Permit Issuing Officer	The APA Permit Issuing Officer is responsible for opening the Permit To Work, validating APA Networks assets have been located and being the Site Watch for works within the gas Easement or Protected Zone.
AS	Australian Standard
ASCE	American Society of Civil Engineers
ATWP	Authority to Work Permit
CTE	Coal Tar Enamel
Damage	Physical damage to and interference with APA's assets. Damage includes reducing design life, coating damage, dents, scratches, rupture, cutting of cathodic protection cables. Damage can also include potential impacts that APA pipelines can have on third party assets.
BYDA	Before You Dig Australia (previously known as Dial Before You Dig (DBYD))
DCVG	Direct Current Voltage Gradient
Depth of Cover	Vertical distance from the existing natural ground surface to the top of the buried gas asset
EPR	Earth Potential Rise
ESV	Energy Safe Victoria
EWA	Early Works Agreement

Excavation	Excavation refers to manual digging or mechanised digging operation with plant or equipment which involves trenching and trenchless excavation. Trenchless excavation covers boring, Horizontal Directional Drilling (HDD), pipe bursting and tunnelling.
FBE	Fusion Bonded Epoxy
GIS	Geographic Information System
HBE	High Build Epoxy
HDD	Horizontal Directional Drilling
Hot Works	Hot works are defined as grinding, welding, thermal or oxygen cutting or heating, and other related heat-producing or spark-producing operations. Heat sources or hot works must not impact pipelines, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.
LFI	Low Frequency Induction
LPG	Liquefied Petroleum Gas
MAOP	Maximum Allowable Operating Pressure
Measurement Length	<p>The maximum length of pipeline route which presents an extended source of hazard on the basis that an event of failure could affect any part of the development or specific location relevant to the development.</p> <p>The maximum length corresponds to the heat radiation hazard associated with a 4.7 kW/m<sup>2</sup> heat radiation contour for an ignited full bore rupture calculated in accordance with AS/NZS 2885.6. If the pipeline is designed as a no rupture pipe, then the measurement length corresponds to a credible leak size.</p>
NDD	Non-Destructive Digging (NDD) refers to either hand digging or Non-Destructive Pot Holing using a vacuum pipe connected to a vacuum truck with either a water lance or air lance. Hydro-Vacuum Excavation consists of a water lance and vacuum truck and is used to physically prove existing assets.
OHEW	Overhead Earth Wire
PE	Polyethylene
Pipe Bursting	Pipe bursting refers to a pipe being inserted to a larger pipe that results in the larger pipe being damaged. For an example of pipe bursting, refer to the following You-Tube video: <a href="https://www.youtube.com/watch?v=HX5beh0ubGY">https://www.youtube.com/watch?v=HX5beh0ubGY</a>
Pipeline Easement	The pipeline area shown on a survey plan and referenced on the property title.
Predominate Building Line	The expected predominate building line relates to the façade of the building, not necessarily the property boundary.
Protected Zone	A Protected Zone is an area extending both horizontally and longitudinally along a gas asset. It is the area where loads and/or any hot works may potentially cause damage to the gas asset.

	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	<p>This is designated as Class “S” as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class.</p> <p>Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT.</p> <p>Sensitive uses are defined as follows:</p> <ul style="list-style-type: none"> <li>• Schools which includes colleges</li> <li>• Hospitals</li> <li>• Aged care facilities such as nursing homes, elderly people’s homes</li> <li>• Prisons and jails</li> <li>• Convalescent homes</li> <li>• Sheltered housing</li> <li>• Buildings with five or more stories</li> <li>• Large community and leisure facilities, large open air gatherings</li> <li>• Day care facilities</li> <li>• Other potentially difficult to evacuate facilities</li> <li>• Other structures as defined by relevant local councils.</li> </ul> <p>The Sensitive Use Location Class “S” must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.</p>

Site Watch	<p>An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works.</p> <p>The secondary spotter is provided by the Contractor.</p> <p>The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work.</p> <p>The APA Site Watch representative is the nominated competent person responsible for the following;</p> <ul style="list-style-type: none"> <li>• Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role;</li> <li>• Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements.</li> </ul> <p>Ensuring personnel do not encroach within the swing radius of the operating machinery.</p>
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is <b>not</b> associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	<p>The Third Party Work Classification as shown in <b>Section 3.3</b> covers the following three work classifications:</p> <ol style="list-style-type: none"> <li>1. No Impact to gas assets</li> <li>2. No Objection Under Conditions</li> <li>3. Enquiry Escalated for Alteration</li> </ol>
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	<p>Difference of potential normally between conductors or between conductors and earth as follows:</p> <ol style="list-style-type: none"> <li>a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c.</li> <li>b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.</li> </ol>



	c) High voltage – Exceeding low voltage.
Works	The development of any type of buildings, structures and other obstructions (including residential buildings, pools, sheds, carports, major developments, transport infrastructure, services, stockpiles, trees), and any work that causes changes to the ground (including movement of heavy vehicles, blasting, tunnelling, pile driving, ground compaction, earthworks, open and trenchless excavations)

## 8 DOCUMENT REFERENCES

**Table 15 Document References**

<b>External Standards</b>	
API RP 1102	Steel Pipeline Crossing Railroads and Highways
AS 2832.1	Cathodic protection of metals: Pipes and cables
AS 2885.0	Pipelines – Gas and liquid petroleum: General requirements
AS/NZS 2885.1	Pipelines – Gas and liquid petroleum: Design and Construction
AS/NZS 2885.2	Pipelines – Gas and liquid petroleum: Welding
AS 2885.3	Pipelines – Gas and liquid petroleum: Operations and Maintenance
AS 2885.5	Pipelines – Gas and liquid petroleum: Field Pressure Testing
AS/NZS 2885.6	Pipelines – Gas and liquid petroleum: Pipeline safety management
AS/NZS 4645.1	Gas Distribution Networks - Network Management
AS/NZS 4645.2	Gas Distribution Networks - Steel Pipe Systems
AS/NZS 4645.3	Gas Distribution Networks - Plastics Pipe Systems
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries
AS 4827.1	Coating defect surveys for buried pipelines Part 1: Direct current voltage gradient (DCVG)
AS/NZS 4853	Electrical Hazards on Metallic Pipelines
AS 4970	Protection of trees on development sites
<b>Standard Policies, Procedures, Specifications, Guidelines, Forms and Templates</b>	
400-SP-L-0002	Networks Bedding Material Specification
400-PR-L-0003	Encroachment and Land Use Change SMS Trigger Procedure



**Referral**  
274908824

**Member Phone**  
1300 465 326

## Responses from this member

**Response received** Mon 22 Jun 2026 1.36pm

<b>File name</b>	<b>Page</b>
Response Body	57
ASSET 274908824.pdf	58

Attention: **Jared Zak**

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

Job Number: **53489775**

Sequence Number: **274908824**

Dig Site Location: **Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216**

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

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

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

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

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

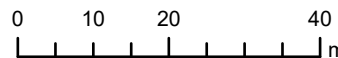


**Legend**

 BYDA Enquiry

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

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



**Referral**  
274908828

**Member Phone**  
13 12 53

## Responses from this member

**Response received** Mon 22 Jun 2026 1.38pm

<b>File name</b>	<b>Page</b>
Response Body	60
274908828 - Energex Plan.pdf	63
Energex BYDA Terms and Conditions.pdf	68
Working Near Overhead and Underground Electric Lines.pdf	73

# Assets found

## Before You Dig Australia (BYDA) Request

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

<b>You:</b>	<b>BYDA Enquiry No:</b>
Jared Zak	274908828
<b>Company:</b>	<b>Date of Response:</b>
Dott & Crossitt	22 Jun 2026
<b>Search Location:</b>	<b>Period of Plan Validity:</b>
Unit 11202 5 Harbour Side Ct Biggera Waters, QLD 4216	4 Weeks
<b>External Comments (if any):</b>	

**WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.**

### It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.
7. You are responsible for any damage to underground Assets caused by works pursuant to or in any way connected with this BYDA Request.

8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. To locate underground assets, independent Certified Locators may be sourced using the 'Find a Locator' tool available within the BYDA enquiry response on the BYDA website.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access Assets, for example, conduits, cables, pits or cabinets.
15. Your work will need to comply with:
  - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
  - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
  - [Excavation Work Code of Practice \(2021\)](#)

**NOTE:** Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**

Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit [BYDA.com.au](#)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyq.com.au](mailto:byda@energyq.com.au)

ABN: 40 078 849 055



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

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)










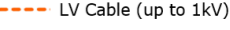
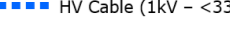
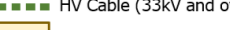
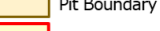
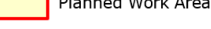
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Date: 22/06/2026

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

**CAUTION - HIGH VOLTAGE**

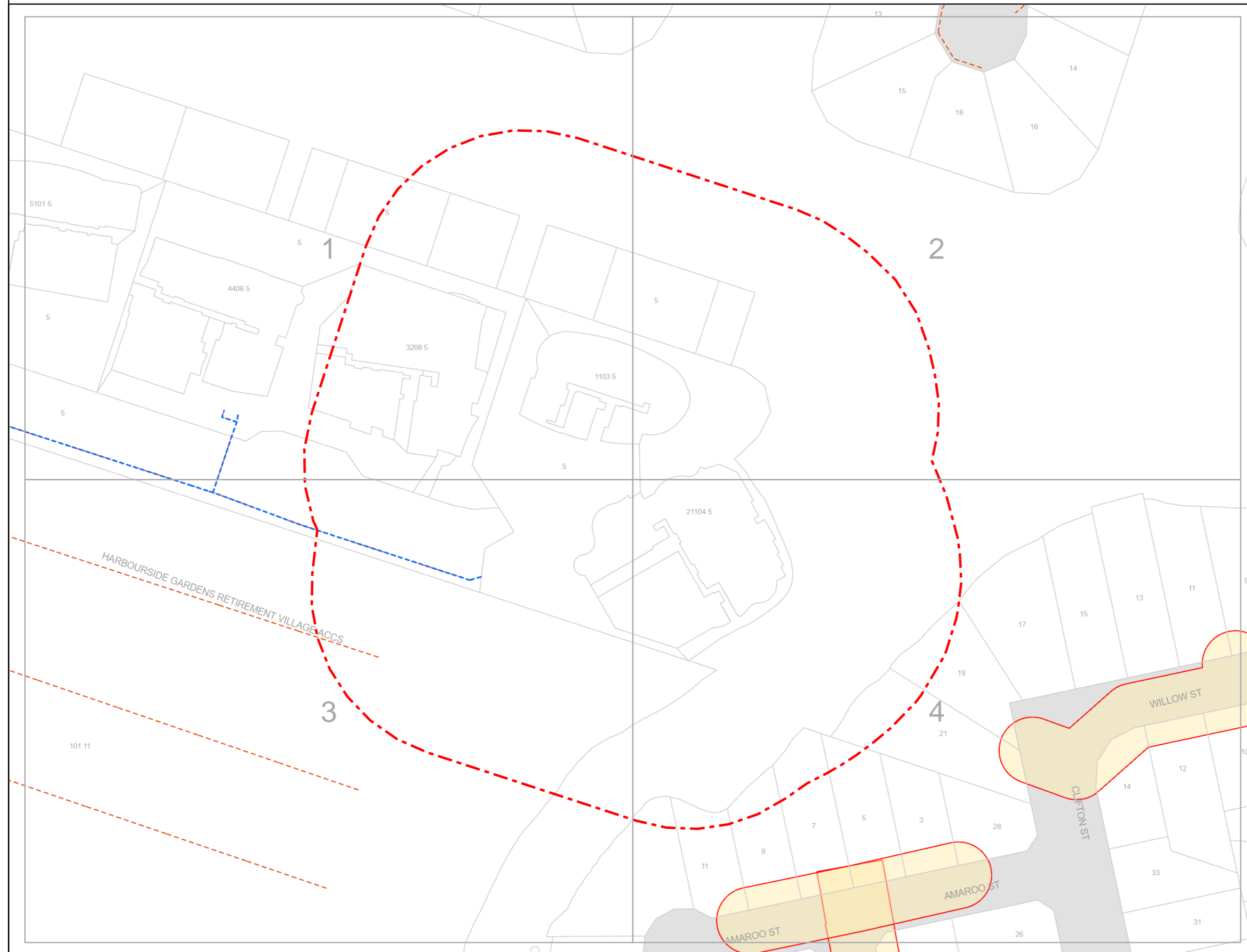
**LEGEND**

-  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: 274908828  
Date: 22/06/2026

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

**CAUTION - HIGH VOLTAGE**

**LEGEND**

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

AS5488 Category "D" Plan



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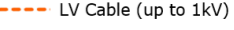
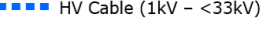
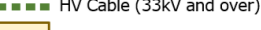
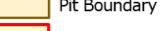
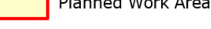
**BYDA**

Sequence: 274908828  
Date: 22/06/2026

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

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 274908828  
Date: 22/06/2026

Scale: 1:500  
Tile No: **Tile No: 3**

**CAUTION - HIGH VOLTAGE**

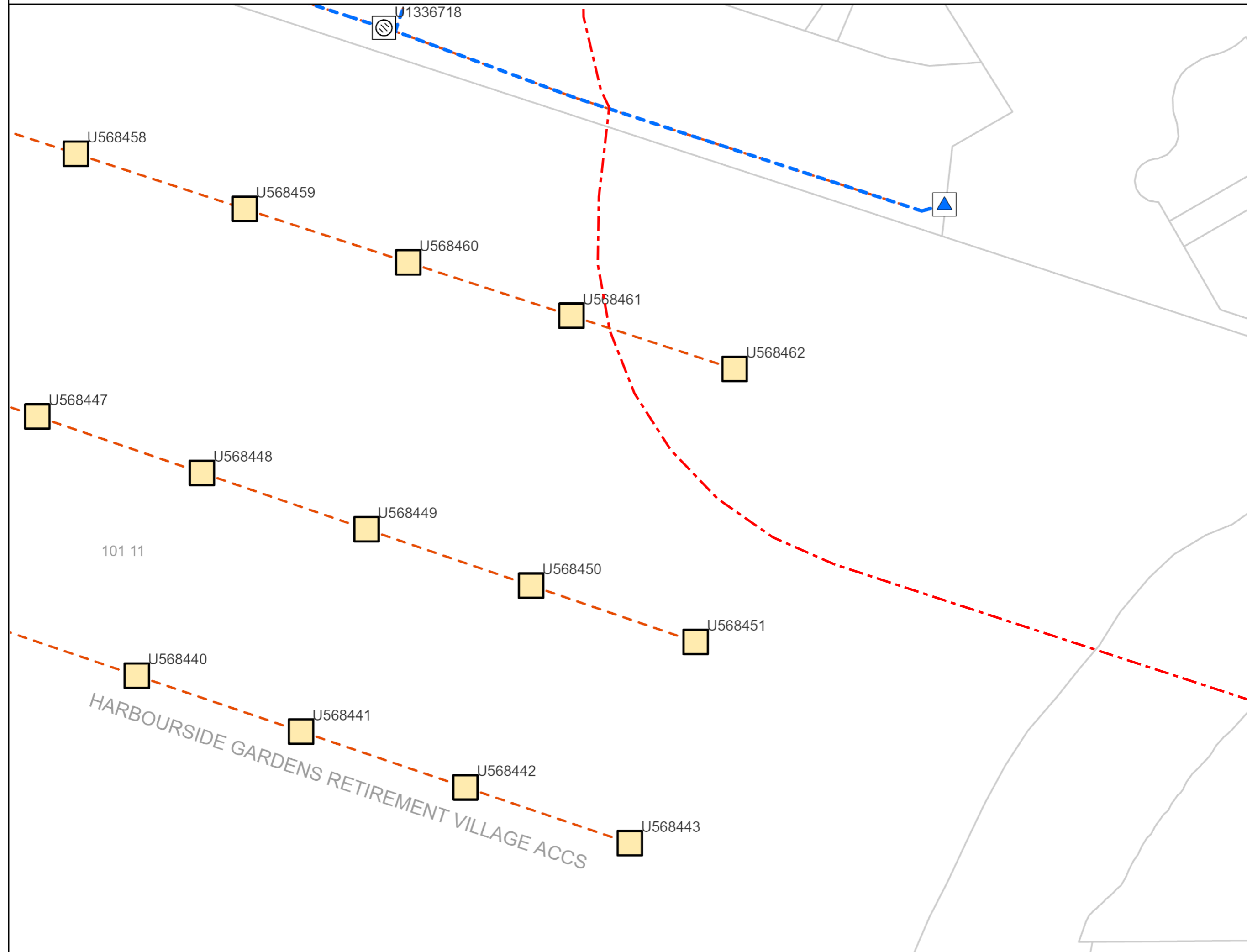
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 274908828  
Date: 22/06/2026

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



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## **Responsibilities – (When Working in the Vicinity of Energex Assets)**

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the [Electrical Safety Act 2002](#)

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)  
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](http://BYDA.com.au)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyq.com.au](mailto:byda@energyq.com.au)

ABN: 40 078 849 055



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the [Electrical Safety Regulation 2013](#))

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
  - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
  - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
  - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
  - d) Read and understand all the information and disclaimers provided.

**Note:** A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
  - a) Working near Assets – [Electrical safety codes of practice 2020](#)
  - b) Managing electrical risk in the workplace – [Managing Electrical Risks in the workplace Code of Practice 2021](#)
  - c) [Excavation work – Code of practice 2021](#)

#### IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
  - [Electrical safety codes of practice 2020](#)
  - [Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia](#)
  - [How to manage and control asbestos in the workplace code of practice 2021 \(Workplace Health and Safety Queensland \(WHSQ\)\)](#)
  - [How to safely remove asbestos code of practice 2021 \(WHSQ\)](#)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)  
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](http://BYDA.com.au)

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E: [byda@energex.com.au](mailto:byda@energex.com.au)

ABN: 40 078 849 055



## **Conditions – (When Working in the Vicinity of Energex Assets)**

### **Records:**

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

**Plans and or details provided by Energex are current for four weeks from the date of dispatch** and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

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

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

**NOTE:** Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex BYDA website](#) for more information.

### **Location of Assets:**

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

**Hand or vacuum excavation must be used in advance of excavators.** In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)  
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](http://BYDA.com.au)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyq.com.au](mailto:byda@energyq.com.au)

ABN: 40 078 849 055



**Asset Installation Methods:**

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

*Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.*

**Excavating Near Assets:**

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

**Excavating Parallel to Assets:**

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable. Note: Cable depths & alignment may change suddenly.*

**Separation from Assets:**

Any service(s) must be located at the minimum separation as per the tables below:

**Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets**

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

**Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets**

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

**Excavating Across Assets:**

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)  
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](http://BYDA.com.au)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energex.com.au](mailto:byda@energex.com.au)

ABN: 40 078 849 055



### Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

### Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

### Explosives:

*Explosives must not be used within 10 metres of Assets*, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

### Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

### Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

If Energex relocation or protection works are part of the agreed solution, then payment to Energex for the cost of this work shall be the responsibility of the, PCBU, principal developer or constructor. Energex will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: [Interactive SWMS guidance tool - Overview \(safeworkaustralia.gov.au\)](https://www.safeworkaustralia.gov.au/interactive-swms-guidance-tool-overview)

### Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch(PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

### Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact [custserve@energex.com.au](mailto:custserve@energex.com.au)

**Further information on Working Safely around Energex Assets:** [Working near powerlines | Energex](#)

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to [byda@energyq.com.au](mailto:byda@energyq.com.au).

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)  
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](https://www.byda.com.au)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

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ABN: 40 078 849 055





Part of Energy Queensland

# **Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines**

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



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# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## 1. PURPOSE AND SCOPE

The purpose of this document is to set out the Electricity Entity requirements for anyone who may be contemplating working or operating plant near any Ergon Energy or Energex's overhead or underground electric lines.

## 2. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Term	Definition
<b>Applicant</b>	A person contacting or submitting an application to the Electricity Entity for Safety Advice.
<b>Authorised Person</b>	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
<b>Authorised Person (Electrical)</b>	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor, an Electrical Contractor, or a person who holds an electrical mechanic licence and is performing work for the person or a relative of the person at premises owned or occupied by the person or relative, and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
<b>Earthworks</b>	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
<b>Electricity Entity</b>	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.  <b><u>Energex:</u></b> <ul style="list-style-type: none"> <li>• General Enquiries - ph 13 12 53</li> <li>• Loss of Supply - ph 13 62 62</li> <li>• Emergencies - ph 13 19 62</li> </ul> <b><u>Ergon Energy:</u></b> <ul style="list-style-type: none"> <li>• General Enquiries - ph 13 74 66</li> <li>• Loss of Supply - ph 13 22 96</li> <li>• Emergencies - ph 13 16 70</li> </ul>
<b>Exclusion Zone</b>	A safety envelope around an electric line as specified by the Electrical Safety Regulation 2013.
<b>RPA (Drone)</b>	Australia's safety laws for remotely piloted aircraft (RPA) / drones are defined under the Civil Aviation Safety Authority. Under this definition the use of RPA's are not classified as Operating plant (section 5.2) as prescribed in this document.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Term	Definition
<b>Instructed Person</b>	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
<b>Safety Advice</b>	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
<b>Safety Observer</b>	A safety observer or “spotter”, for the operation of operating plant, means a person who: <ul style="list-style-type: none"><li>(a) observes the operating plant; and</li><li>(b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line.</li></ul> <p>This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.</p>
<b>Untrained Person</b>	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

### 3. REFERENCES

[Electrical Safety Regulation 2013](#): Part 5 - Overhead and Underground Electric Lines

[Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines](#)

[Work Health and Safety Act 2011](#)

[Work Health and Safety Regulation 2011](#)

**Energex:** [Safety Advice Request Form](#)

**Ergon Energy:** [Safety Advice Request Form](#)

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>.

#### Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## 4. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

“The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines” provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at <https://www.worksafe.qld.gov.au/electricalsafety>. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

### 4.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the Electricity Entity Requirements and the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.



# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 4.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

### 4.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 4.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice.

A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

### 4.2.2 Exclusion Zones

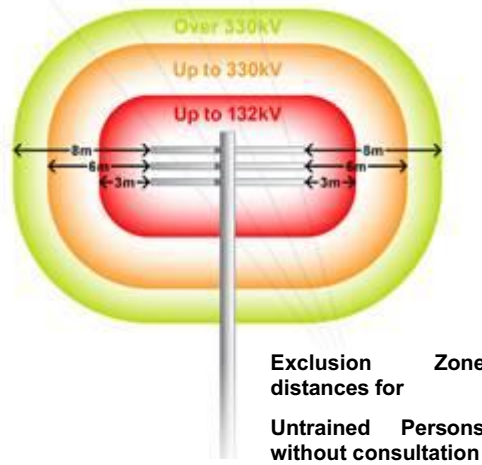
An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



**Exclusion Zone - Untrained Person (distances in mm)**

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		900
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000	6000	2100
>132 kV up to 220 kV	4500		2900
>220 kV up to 275 kV	5000		
>275 kV up to 330 kV	6000		3400

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## Exclusion Zone - Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200
>132 kV up to 220 kV	1800	2400	1800
>220 kV up to 275 kV	2300	3000	2300
>275kV up to 330kV	3000	3700	3000

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

### 4.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted, and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

### 4.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 4.2.1 above, complete the Safety Advice Request Form which is accessible via the Electricity Entity website:

**Energex:** [Safety Advice Request Form](#)

**Ergon Energy:** [Safety Advice Request Form](#)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

## 4.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an “Untrained Person”, “Authorised Person” or “Instructed Person”. An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the “person in control” of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers’ mains, installation switchboard, consumer’s terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

An ‘Authorised Person’ Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities’ electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved;
- c. replace a blown low voltage (**LV**) fuse after loss of supply to a customer’s connection;
- d. reinstate an LV service fuse that has been removed by Ergon Energy Network or Energex;
- e. alter, remove or relocate an Ergon Energy Network or Energex overhead LV service line or LV pillar connection;
- f. perform LV isolation within locked Ergon Energy Network or Energex assets;
- g. perform unauthorised work within locked Ergon Energy Network or Energex assets; or
- h. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An Authorised Person’ Electrical **is approved** to undertake the following activities:

- i. work on or near the point of attachment of Ergon Energy’s or Energex’s termination;
- j. remove and replace LV service fuses when required to isolate a service line to eliminate the exclusion zone around the LV service line, or to work on the Customer’s consumer mains or switchboard;
- k. isolate a Customer’s LV service line at an underground pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with electricity industry practices; or

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



- I. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

An 'Authorised Person' Non-Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved; or
- c. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An 'Authorised Person Non-Electrical' **is approved** to undertake the following activities:

- d. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

## Websites

**Energex:** [Authorised person | Energex](#)

**Ergon Energy:** [Authorised person | Ergon Energy](#)

## 4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

**By phone:** Call Electricity Entity on General Enquiries phone number:

### Energex:

- General Enquiries - ph 13 12 53

### Ergon Energy:

- General Enquiries - ph 13 74 66

### By email

**Authorised Persons:** [AuthorisedPerson@energyq.com.au](mailto:AuthorisedPerson@energyq.com.au)

**Safety Advice:** [SafetyAdvice@energyq.com.au](mailto:SafetyAdvice@energyq.com.au)

## Websites

**Energex:** [Safety advice | Energex](#)

**Ergon Energy:** [Safety advice | Ergon Energy](#)

## 5. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or, contact with electric lines.

Category of work		Description	Costing arrangement
<b>Safety Advice</b>	Base information	Provide Safety Advice (Can only be performed by the Entity)	<b>Nil cost to customer.</b>

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Category of work	Description	Costing arrangement
<b>LV Service isolation</b>	1. Isolation carried out by customer's electrical contractor	No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s) or Customer requested physical disconnection and reconnection of overhead or underground service.
<b>Insulation integrity verification</b>	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	<b>Cost to customer.</b>
<b>Service replacement</b>	4. Open wire service, service fuse(s) at house/building	<b>Nil cost to customer</b> for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Category of work		Description	Costing arrangement
		<p>Service installations where:</p> <ul style="list-style-type: none"> <li>a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and</li> <li>b. the service cannot be isolated at the service fuse.</li> </ul> <p>Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.</p>	<p><b>Nil cost to customer</b> for first disconnection and reconnection.</p> <p><b>Cost to customer</b> for subsequent requests.</p>
	5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	<p><b>Cost to customer</b> for service replacement.</p> <p>Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.</p>
<b>Tiger Tails</b>	Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains)	<p>Customer requested coverage of LV mains for visual indication only (not permitted on HV mains).</p> <p>The Entity may also fit tiger tails to LV service line for visual indication only.</p>	<b>Cost to customer.</b>
<b>Aerial Markers</b>	Installation of aerial marker flags or rota markers (for visual indication only)	Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.	<b>Cost to customer.</b>
<b>Switching</b>	Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	<b>Cost to customer.</b>

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## 5.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

**NOTE:** The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.

## 5.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution.

In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).

For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.



Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Rota Markers, Tiger Tails or aerial markers to fitted to the overhead electric lines - only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.

## 5.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

The scaffolding can be either:

- nonconductive material scaffolding; or
- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.

Where scaffolding is erected within 3 m of nearby overhead electric lines:

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.



# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

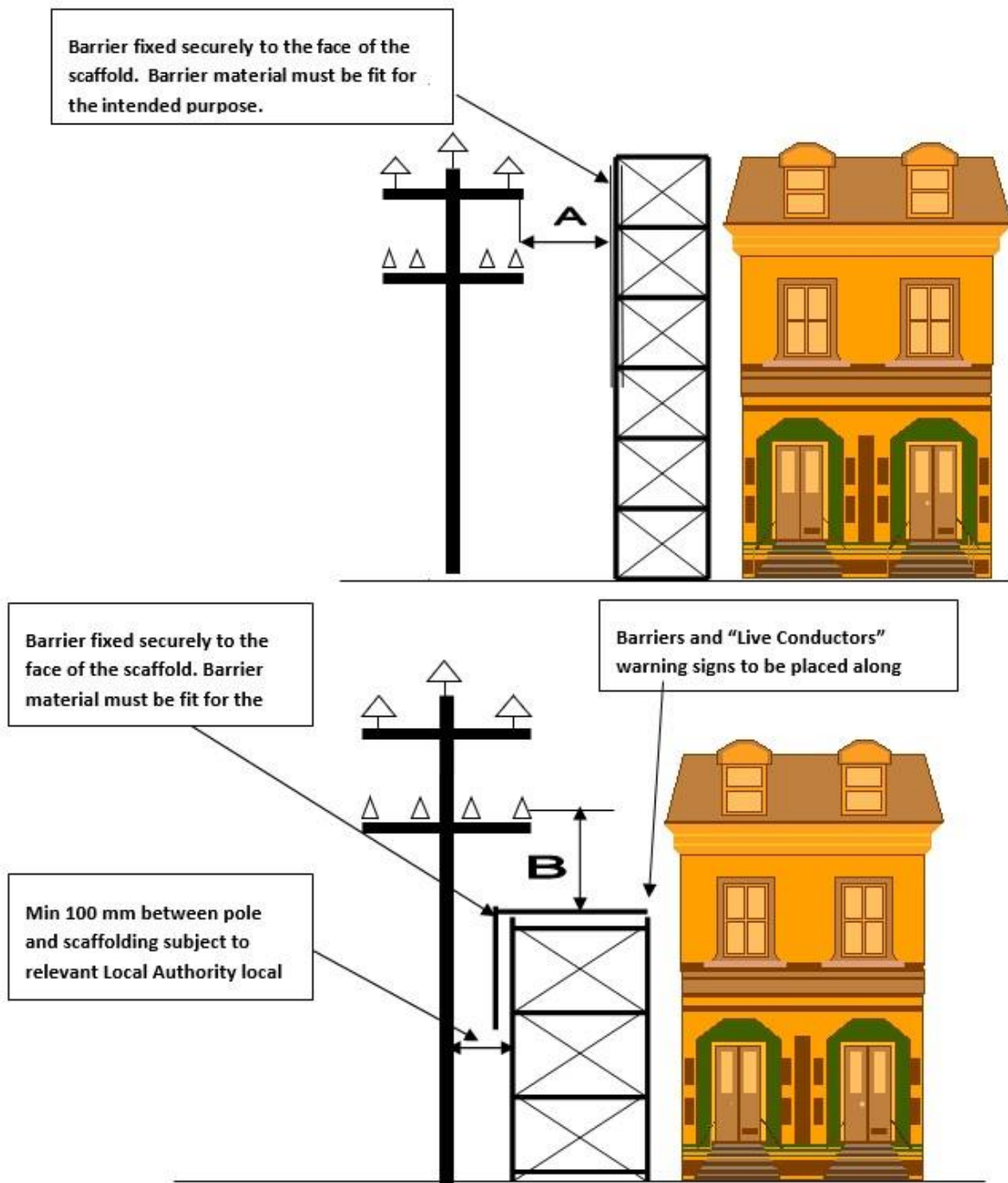
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	Horizontal Distance "A" (in metres)	Vertical Distance "B" (in metres)
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) - these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

**NOTE:** Dimensions "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## 5.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit [Notification to Transport High Load form](#):

**Email:** [highloads@energyq.com.au](mailto:highloads@energyq.com.au)

**Phone:** (07) 4932 7566 (7:30am to 3:00pm, Monday to Friday)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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**Energex:** [Vehicles with high loads | Energex](#)

**Ergon Energy:** [Vehicles with high loads | Ergon Energy](#)

The Road Transport Operator has the overarching responsibility of transporting the load and is required to comply with the directions of the police, pilot, High Load Escort, and Energex / Ergon Energy Network.

When arranging the transporting of the high load, the Road Transport Operator shall determine the lowest practicable height that the load can be reduced to.

The Road Transport Operator is to have a Safe System of Work in place that supports the safe transportation of the High Load so as not to breach any exclusion zone to Entity powerlines or assets along the travel route.

## 5.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

**Energex:** [Working near powerlines | Energex](#)

**Ergon Energy:** [Working near powerlines | Ergon Energy](#)

## 6. UNDERGROUND ELECTRICAL ASSETS

### 6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal “Duty of Care” that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this “Duty of Care” in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor’s responsibility to:
  - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
  - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.
  - c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries “on the ground”. Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

## 6.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.



- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA), online at <https://www.byda.com.au> or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.

Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to "Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]" for guidance.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## 6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

### 6.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

### 6.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number - refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number - refer page 3) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

### 6.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.

- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

## 6.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked “Electricity” or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

**NOTE:** Some cables are known to be buried without covers.

## 6.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity Entity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer’s or constructor’s order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## Minimum Separation Requirements

Underground Services Running Parallel with Electricity Entity Electrical Assets (Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	300 (Ergon)	100					
HV	250 (Energex)	300	500	*1000	500	1000	500

\*Contact your local utility/council to obtain specific separation distances

Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV	100	100	300	300	100
HV					

### Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables do not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
  - LV = 100 mm
  - HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

## 6.4. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet sites.

**Energex:** [Working near powerlines | Energex](#)

**Ergon Energy:** [Working near powerlines | Ergon Energy](#)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## 7. EXCAVATION

### 7.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
  - only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
  - upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.
  - comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
  - not be attempted:
    - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
    - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
    - within “Do Not Disturb” zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
    - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
    - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads, pipeline owners, telecommunication owners) and placement and removal of associated pole supporting equipment.

#### **Electricity Entity poles must not be fitted with non-approved pole holding devices.**

Only approved mechanical holding devices (e.g. Proline, Borer Lifter, etc) used in accordance with a certified engineering assessment are permitted and shall be:

- only attached and removed by the Electricity Entity or persons approved by the Electricity Entity.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zones to pole supporting equipment, arrangements may be required for de-energising the electric line.

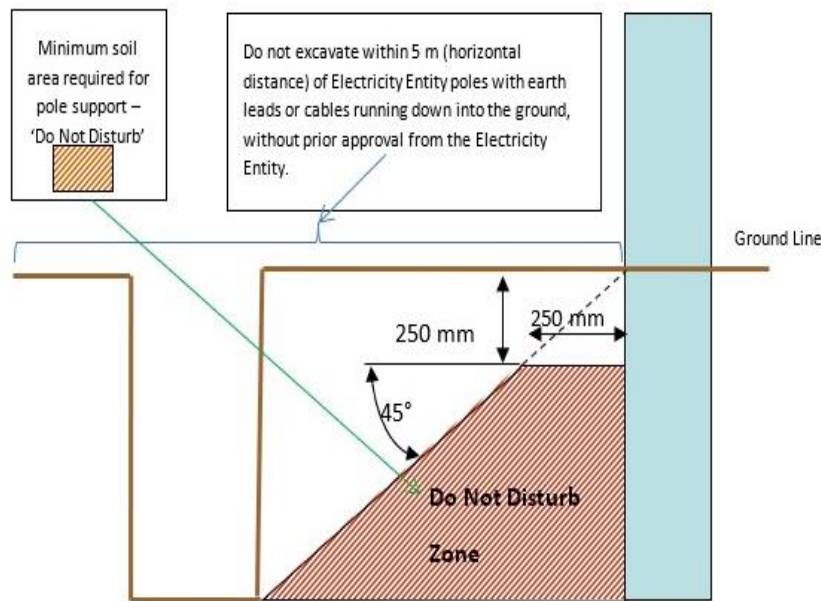


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

## 7.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
  - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- Direction of pole lean.
- Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
- Pole foundation depth
- Proximity of excavation in relation to pole
- Soil condition
- Proposed shoring methods as well as installation and removal process
- Duration and staging of work
- Requirement to independently support pole during work
- Proximity of existing adjacent underground services and excavations
- Proposed backfilling and reinstatement method
- Monitoring and engineering/ geotechnical supervision during excavation work progress
- Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

## 7.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to use non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

### 7.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

**NOTE:** Be aware that cable depths and directions may change suddenly along the route.

### 7.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 6.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

### 7.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## 7.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

## 7.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
  - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
  - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

## 7.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

## 8. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number - refer page 3).

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9. INFRASTRUCTURE NEAR ELECTRIC LINES

### 9.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

#### 9.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

#### 9.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

#### 9.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

#### 9.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

#### 9.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.



# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

## 9.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

## 9.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

## 9.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

We advise not to build **under** or **near** powerlines or add to a structure under or near powerlines. This can cause exclusion zones to be encroached, which may endanger others now and in the future. Please note obligations under section 30 of the Electrical Safety Act 2002 and sections 68 of the Electrical Safety Regulation 2013.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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There is an obligation to notify the Electricity Entity, before any work starts, where work is likely to involve a building or other structure coming within clearance requirements for an overhead or underground electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by work performed nearby, the Electricity Entity may be entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

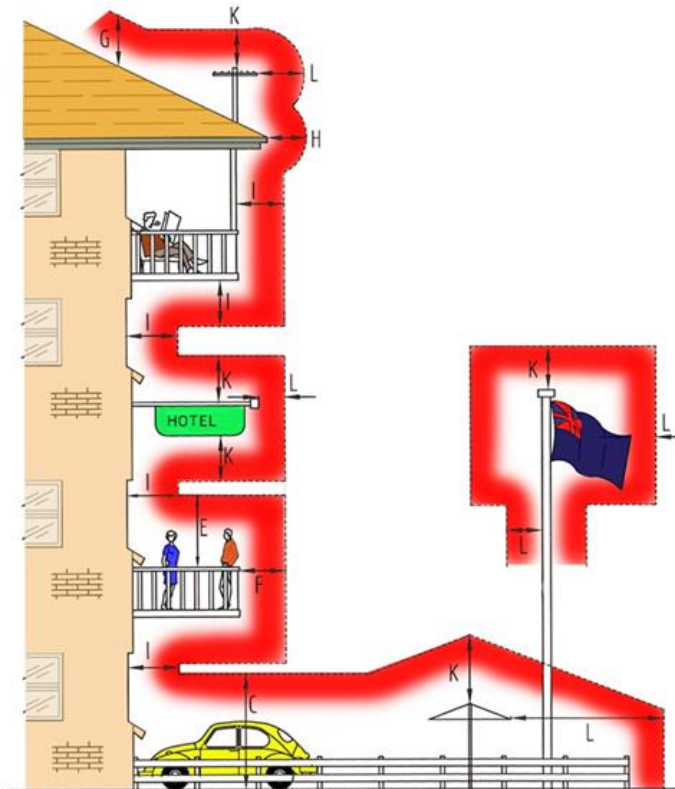
**NOTE:** Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.

### 9.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 - Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33KV
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### MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

### MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

#### NOTE:

The vertical clearance and the horizontal clearance specified shall be maintained.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<b>What is <i>PERMITTED</i> around Electricity Entity overhead or underground electric lines</b>	<b>What is <i>NOT PERMITTED</i> around Electricity Entity overhead or underground electric lines</b>
<ul style="list-style-type: none"> <li>✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. <b>Note:</b> Maximum Growth Height of 3 m.</li> <li>✓ Clothes hoists and barbecues should be located clear of the vehicle access way. <b>Note:</b> Maximum Height 2.5 m.</li> <li>✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains.</li> <li>✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment.</li> <li>✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment.</li> <li>✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. <b>Note:</b> Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Build houses, sheds, garages or other large structures. Building of roofed/unroofed verandas, swimming pools and pergolas are generally not acceptable.</li> <li>✗ Flying kites or model aircraft within the easement.</li> <li>✗ Driving fence posts or stakes into ground within easements where there is underground cabling.</li> <li>✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn.</li> <li>✗ Installing lighting poles.</li> <li>✗ Stockpiling soil or garbage within the easement.</li> <li>✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m.</li> <li>✗ Storing or using explosives.</li> <li>✗ Residing in or occupying any caravan or mobile home within an easement.</li> <li>✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.</li> </ul>

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

[http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final\\_1\\_1.pdf](http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf)

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

[http://www.arpansa.gov.au/RadiationProtection/Factsheets/is\\_electricity.cfm](http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm)

**Referral**  
274908825

**Member Phone**  
(02) 9719 0900

## Responses from this member

**Response received** Mon 22 Jun 2026 1.37pm

<b>File name</b>	<b>Page</b>
Response Body	105
274908825 - LBNCo Plan.pdf	107
LBNCo - Duty of Care.pdf	108

Date: 22 Jun 2026

To: Jared Zak

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**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Thank you for your BYDA enquiry (referenced below).

Please ensure that you read the attached documentation, as it contains important information including essential steps that must be undertaken prior to commencing your intended activities.

<b>SEQUENCE NO.:</b>	274908825
<b>JOB NO.:</b>	53489775
<b>LOCATION:</b>	Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216

**WARNING: When working in the vicinity of LBNCo's assets you have a legal Duty of Care that must be observed.**

If you require further information, please contact LBNCo by emailing [dbyd@lbnco.com.au](mailto:dbyd@lbnco.com.au) or by calling [1300 797 027](tel:1300797027)

To best manage the risk of damage and liability, we recommend that you engage the services of a Certified Locator

#### **Important Notice**

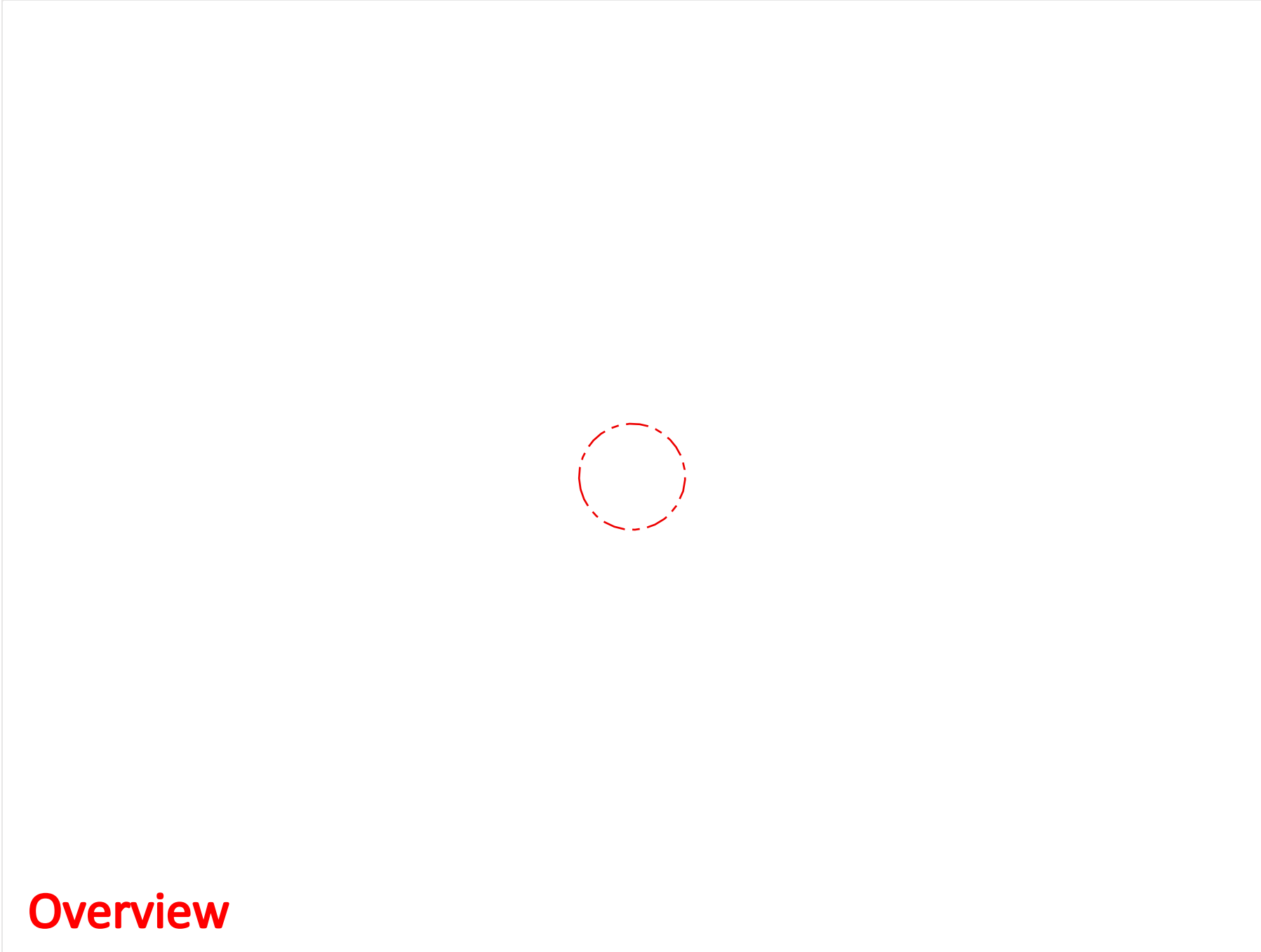
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

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

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)





Legend

 Pits

 Conduits



Scale: 1:1000  
Expires: 20 Jul 2026

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

# Overview

### IMPORTANT:

Please read and understand all the information and disclaimers provided below

Location Maps and Plans provided by LBNCo are circuit diagrams only and indicate the presence of telecommunications plant in the general location of the geographical area shown: exact ground cover and alignments cannot be given with any certainty and cover may alter over time. Telecommunications plant seldom follow straight lines and careful on site investigation is essential to uncover and reveal its exact position

The accuracy and/or completeness of the information in the plans cannot be guaranteed often due to changes in the surrounding land subsequent to LBNCo's deployment and, accordingly the plans are intended to be indicative only

### "DUTY OF CARE"

When working in the vicinity of telecommunication plant you have a legal "Duty of Care" that must be observed. The following points must be considered:

1. It is the responsibility of the owner and any consultant engaged by the owner, including architect, consulting engineer, developer and head contractor to design for minimal impact and protection of LBNCo plant. LBNCo will provide free plans showing the presence of its network to assist at this design stage.
2. It is the owner's (or constructor's) responsibility to:
  - Request plans of LBNCo plant for a particular location at a reasonable time before construction begins
  - Visually locate LBNCo plant by vacuum excavation (pit-holing) where construction activities may damage or interfere with LBNCo plant
  - LBNCo to be contacted on any damage to network plant wholly or partly located near the planned construction activities

### DAMAGE

ANY DAMAGE to LBNCo Networks must be reported to 1300 797 027 immediately

- The owner is responsible for all plant damage when works commence prior to obtaining LBNCo plans, or failure to follow agreed instructions
- LBNCo reserves all rights to recover compensation for lose or damage to its cable network or other property including consequential losses

### NOTE:

**NBN, NBNCo and associated contractors DO NOT have access to or permission to utilise LBNCo infrastructure or pits.**

If LBNCo Network is to be relocated or protection works are part of the agreed solution, then payment to LBNCo for the cost of this work shall be the responsibility of the principal developer. LBNCo to be notified prior to commencement of site works.

### GENERAL DISCLAIMER

When reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, LBNCo shall be under no 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.

**Referral**  
274908823

**Member Phone**  
1800 687 626

## Responses from this member

**Response received** Mon 22 Jun 2026 2.47pm

<b>File name</b>	<b>Page</b>
Response Body	110
274908823_20260622_044624382576_1.pdf	111
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	114
Disclaimer_274908823_20260622_044624382576.pdf	116

Hi Jared Zak,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.


Regards,  
Network Services and Operations  
NBN Co Limited  
P: 1800626329  
E: [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au)  
[www.nbnco.com.au](http://www.nbnco.com.au)

#### Confidentiality and Privilege Notice

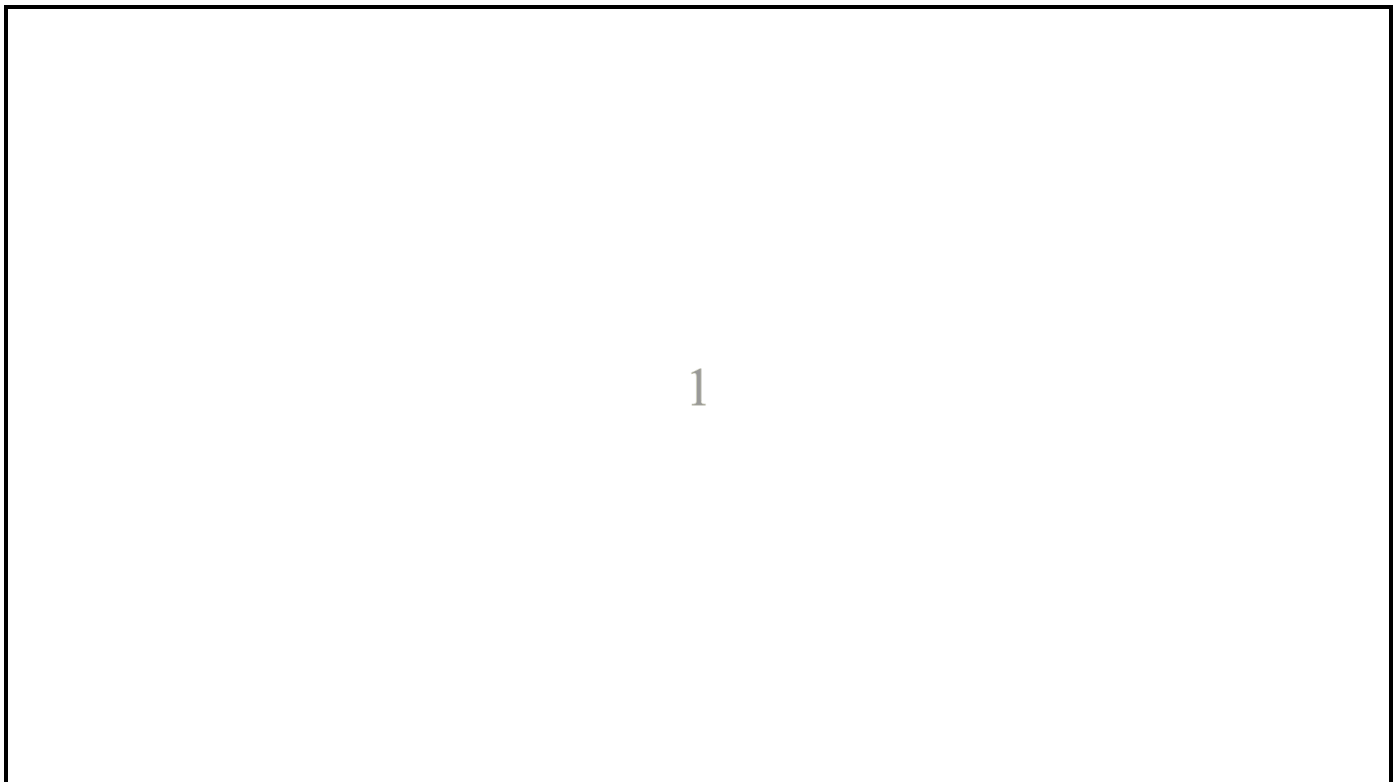
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone,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

Please Do Not Reply To This Mail

**To:** Jared Zak  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** form2@dottandcrossitt.com.au

<b>Dial before you dig Job #:</b>	53489775	
<b>Sequence #</b>	274908823	
<b>Issue Date:</b>	22/06/2026	
<b>Location:</b>	Unit 11202 5 Harbour Side Ct , Biggera Waters , QLD , 4216	

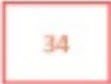




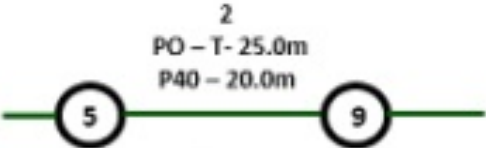





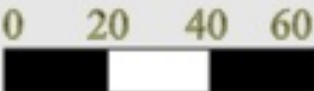
**Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans**

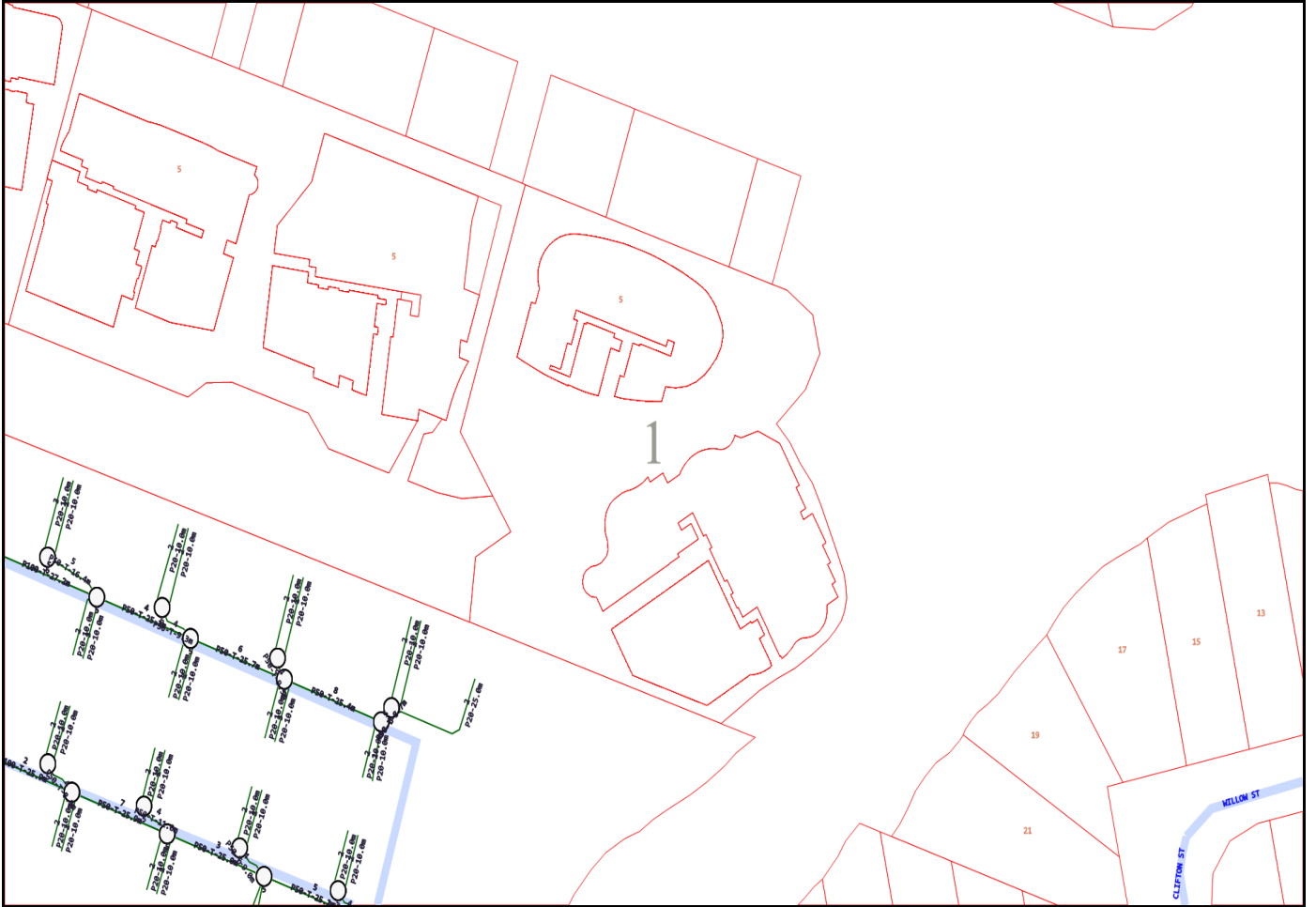




## LEGEND



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



## Emergency Contacts

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



# Working near nbn™ cables

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

## Practice safe work habits

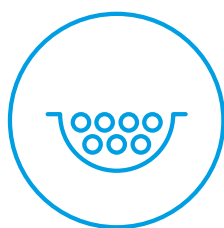
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact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



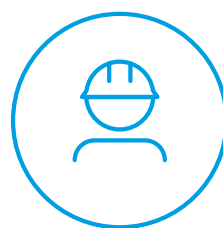
**Plan:** Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



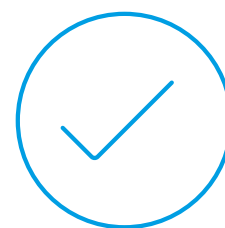
**Prepare:** Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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

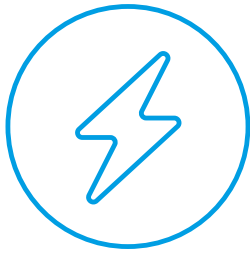


**Protect:** Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities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

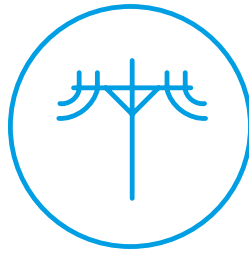


**Proceed:** Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

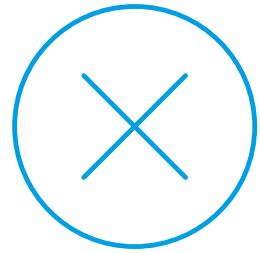
# Working near **nbn**<sup>TM</sup> cables



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



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



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

---

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

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

## Contact

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

### Disclaimer


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

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

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



**To:** Jared Zak  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** form2@dottandcrossitt.com.au

<b>Before You Dig Australia Job #:</b>	53489775	 <b>BEFORE YOU DIG</b> www.byda.com.au <b>Zero Damage - Zero Harm</b>
<b>Sequence #</b>	274908823	
<b>Issue Date:</b>	22/06/2026	
<b>Location:</b>	Unit 11202 5 Harbour Side Ct , Biggera Waters , QLD , 4216	

## Information

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

<b>nbn™ Assets</b>	<b>Search Results</b>
<b>Communications</b>	Asset identified
<b>Electricity</b>	No assets

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

## Location of nbn™ Underground Assets

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

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

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

#### Notes:

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

## Referral Conditions

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

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

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

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

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

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

Thank You,

**nbn BYDA**

Date: 22/06/2026

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

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**Referral**  
274908826

**Member Phone**  
1300 137 800

## Responses from this member

**Response received** Mon 22 Jun 2026 1.36pm

<b>File name</b>	<b>Page</b>
Response Body	121
274908826 - OptiComm Plan.pdf	123
Duty of Care.pdf	124



Date: 22 Jun 2026

To: Jared Zak

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**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Thank you for your BYDA enquiry (referenced below) - according to our records your enquiry impacts our infrastructure.

Please ensure that you read the attached documentation, as it contains important information including essential steps that must be undertaken prior to commencing your intended activities.

<b>SEQUENCE NO.:</b>	274908826
<b>JOB NO.:</b>	53489775
<b>LOCATION:</b>	Unit 11202 5 Harbour Side Ct Biggera Waters QLD 4216

**WARNING: When working in the vicinity of Opticomm's assets you have a legal Duty of Care that must be observed.**

If you require further information, please contact Opticomm by emailing [DBYD@Opticomm.net.au](mailto:DBYD@Opticomm.net.au) or by calling [1300 743 462](tel:1300743462)

To best manage the risk of damage and liability, we recommend that you engage the services of a Certified Locator

### Important Notice

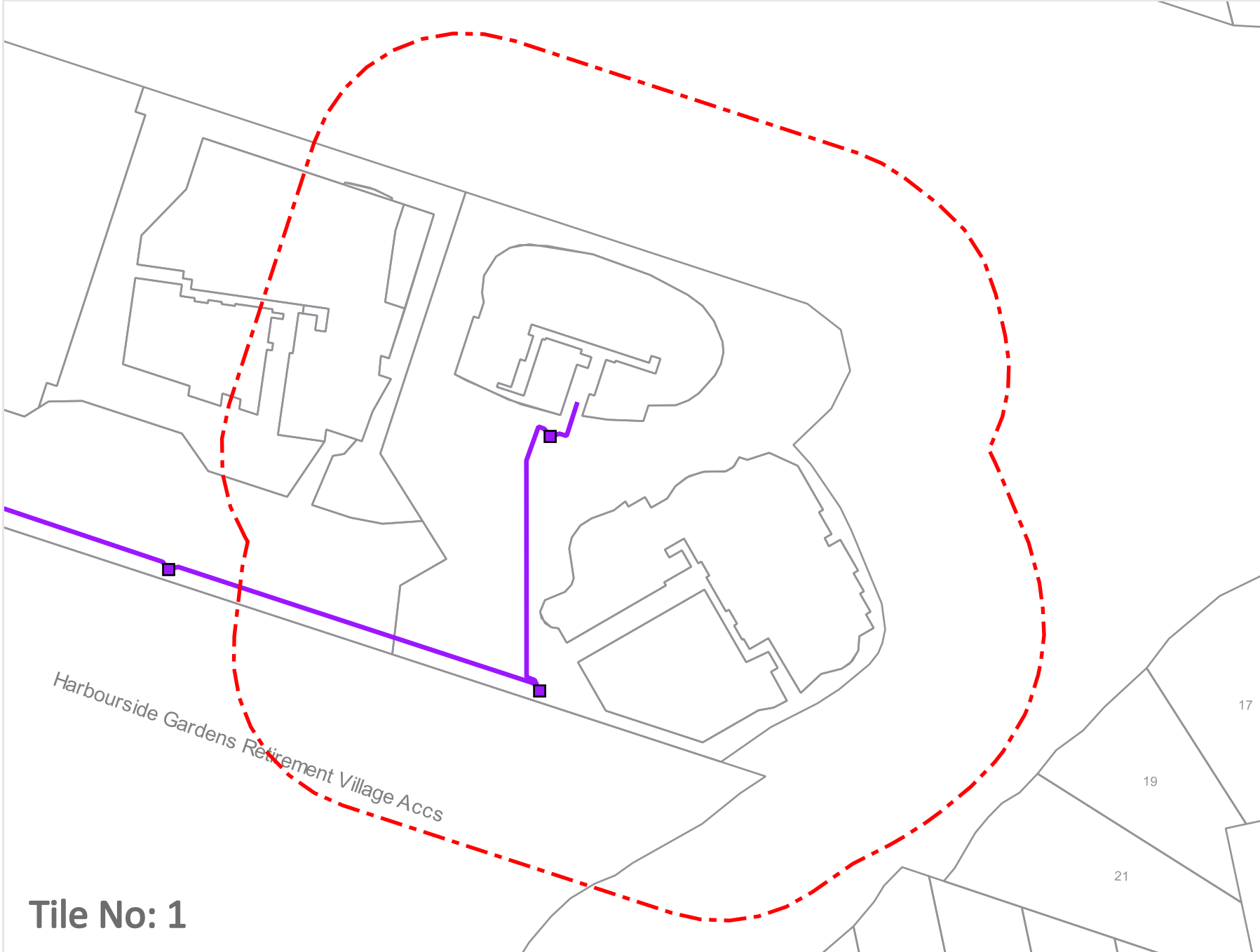
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

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

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)





Legend  
■ Pit  
— Pipe



Scale: 1:1000  
Expires: 20 Jul 2026

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

Tile No: 1

# Duty of Care Statement

Our plans indicate that Opticomm owns or operates telecommunications network infrastructure within the area you have enquired about.

The indicative location of this infrastructure is shown on the attached Opticomm network plan.

**This infrastructure is critical to Opticomm's operations. Accordingly, no works should commence within the vicinity of Opticomm's assets until appropriate measures are in place to accurately locate and protect the infrastructure from damage. This is especially important for underground assets, which must be precisely located prior to any excavation or construction activity.**

When working in areas containing telecommunications infrastructure, you have a legal obligation—referred to as your *duty of care*—to take all reasonable steps to avoid causing damage.

It is the responsibility of both the landowner and any party undertaking works to ensure that all activities are carried out in a manner that minimises the risk of damage. This includes visually locating underground infrastructure such as cables and ducts by hand digging or using non-destructive methods like water jet excavation where works may interfere with Opticomm's underground network.

If you are unsure of the exact location of underground infrastructure, we strongly recommend engaging a qualified plant locator.

Please note that Opticomm will seek compensation for any damage to its network resulting from negligence or failure to uphold your duty of care.

**DISCLAIMER:** No responsibility or liability is accepted by Opticomm for any inaccuracy, error, omission or action based on the information supplied in this correspondence. Opticomm's network plans indicate the presence of telecommunications infrastructure in the general vicinity of the location shown, however they are not intended to be exact. The depth of ground cover, alignments, roads, paths and title boundaries can change over time. Underground cables and ducts seldom follow straight lines because of issues that arise during installation. It is therefore important that careful and regular visual location of underground infrastructure is carried out along the length of cable and duct routes and adjacent to cable and duct routes to avoid damage.

Due to continued network expansion, this network information can only be considered valid and accurate for 28 days from its issue.

**Referral**  
274908829

**Member Phone**  
1800 653 935

## Responses from this member

**Response received** Mon 22 Jun 2026 1.47pm

<b>File name</b>	<b>Page</b>
Response Body	126
274908829.pdf	127
Accredited PlantLocators 2026-06-10a .pdf	128
Telstra Duty of Care v32.0c.pdf	129
Telstra Map Legend v4_0c.pdf	131

**Attention:** Jared Zak

**Site Location:** Unit 11202 5 Harbour Side Ct, Biggera Waters, QLD 4216

**Your Job Reference:** 2627292 EH

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

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

**Please refer to all enclosed attachments for more information.**

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

**Report Damage to Telstra Equipment:** [Report damages to Telstra equipment - Telstra](#)

Please note:

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

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

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

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

See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

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

Please note that:

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

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

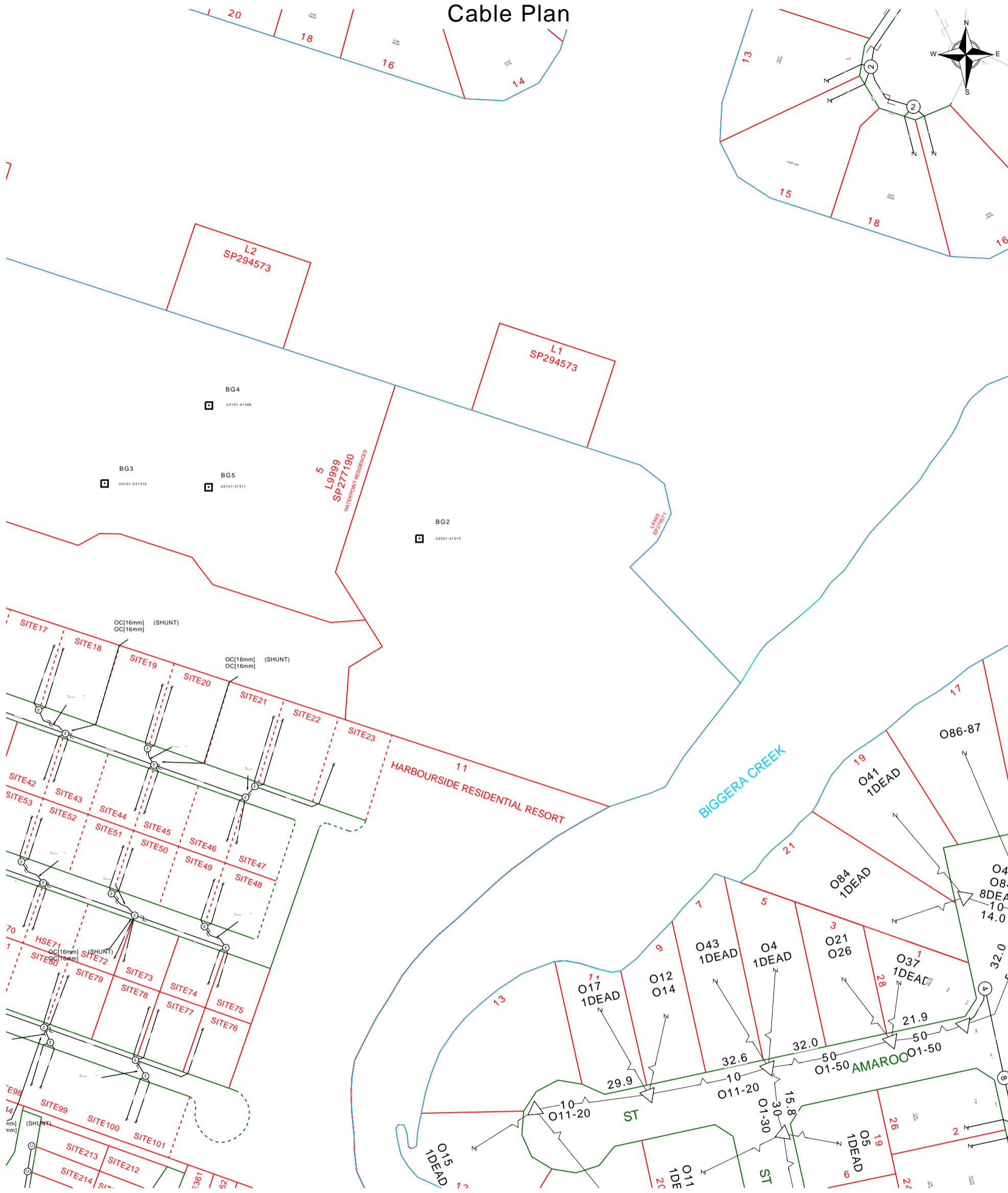
*(See attached file: Telstra Duty of Care v32.0c.pdf)*

*(See attached file: Telstra Map Legend v4\_0c.pdf)*

*(See attached file: Accredited PlantLocators 2026-06-10a .pdf)*

*(See attached file: 274908829.pdf)*

# Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 274908829

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 22/06/2026 13:43:44

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

## General Information



Telstra highly recommends using Certified Locators.

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



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



### OPENING ELECTRONIC MAP ATTACHMENTS –

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



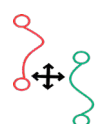
DWF Map Files (all sizes over A3)  
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or  
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.  
(Windows PC)



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



Telstra New Connections / Disconnections  
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).

[Email](#)

Telstra Protection & Relocation Fact Sheet: [Link](#)

Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)  
1800 047 909

### Protect our Network:

by maintaining the following distances from our assets:

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



# Before You Dig Australia

## Think before you dig

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

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

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

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

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

# Disclaimer and legal details



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

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

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

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

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

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

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

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

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

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

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

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

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

## Data Extraction Fees

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

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

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

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

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

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

Workers and equipment must maintain safety exclusion zones around power lines

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

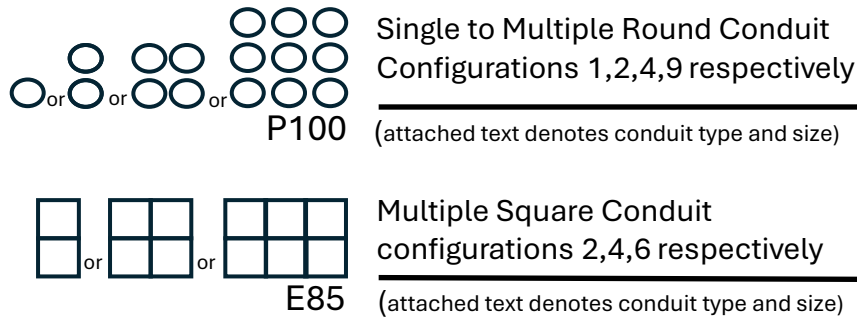
## Privacy Note

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

# LEGEND



	<b>Lead-in terminates at a Customer Address</b>		Cable Joining Pit Number / Letter indicating Pit type/size
	<b>Exchange</b> Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



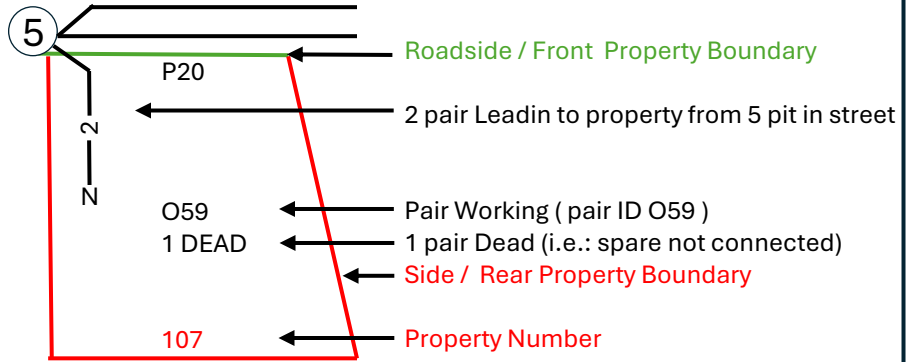
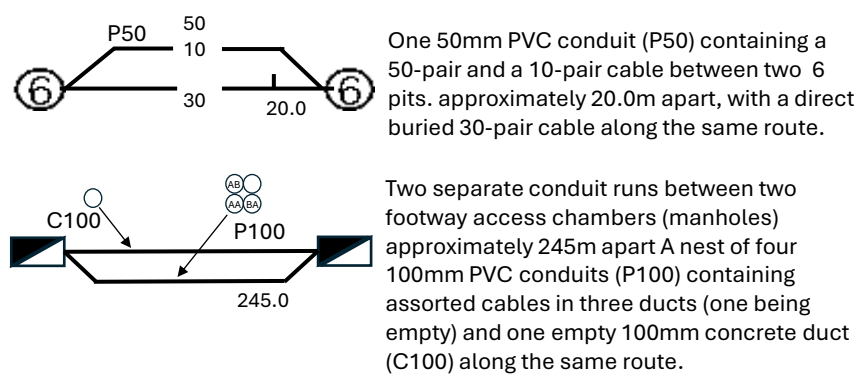
**Some examples of conduit type and size:**

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

Conduit sizes nominally range from 20mm to 100mm

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

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

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

<h2>Plan</h2> <p>Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.</p>	<h2>Prepare</h2> <p>Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.</p>	<h2>Pothole</h2> <p>Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.</p>	<h2>Protect</h2> <p>Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.</p>	<h2>Proceed</h2> <p>Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.</p>
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## End of document

**i** This document may exclude some files (eg. DWF or ZIP files)

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.