

Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 Seller and property details

Seller **RICHARD JOHN DOWNES & ANN DORRIE DOWNES**

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

32 Blue Water Lane, Trinity Beach, Queensland 4879

Lot on plan
description

LOT 12 SURVEY PLAN 173572

Community titles scheme or
BUGTA scheme:

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

Yes ☒

No ☐

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

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

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

Title details

The seller gives or has given the buyer the following

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

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

Registered encumbrances

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances(excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. NoteIf the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: the start and end day of the term of the lease: the amount of rent and bond payable: whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is ☐ Yes given, together with relevant plans, if any. Other unregistered agreement in writing (if applicable) Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No If Yes, the details of any statutory encumbrances are as follows: All statutory rights relating to water supply, sewerage, drainage, electricity, internet, telephone, and other services passing through or over the property, whether protected by registered or statutory easements, including but not limited to any infrastructure or public authority rights identified in this Form 2, including Annexures.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. Yes ☒ No If Yes, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) NoteUnder the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 Land use, planning and environment

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

Zoning	The zoning of the property is (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): Tourist Accommodation
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Transport proposals and resumptions	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.
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* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No
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Trees	There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. ☐ Yes ☒ No If Yes, a copy of the order or application must be given by the seller.
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Heritage	The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). ☐ Yes ☒ No
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Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency
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Part 4 Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☒ Yes	☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. 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.	☐ Yes	☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168. 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. If Yes, a copy of the notice or order must be given by the seller.	☐ Yes	☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 Rates and services

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

Rates

Whichever of the following applies

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

Amount

\$ 1903.28 Date Range: 01/07/2026 to 31/12/2026

Or

The property is currently a rates exempt lot.**

☐

Or

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

☐

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

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

Water

Whichever of the following applies

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

Amount

Date Range:

Or

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

Amount \$

Date Range:

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

Part 6 Community titles schemes and BUGTA schemes

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

WARNING TO BUYER If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporates expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot. **For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

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

Signatures **SELLER**

Signature of seller

R DOWNES

05/08/2026, 17:20

Signature of seller

This form is signed by one seller under the authority of all sellers
pursuant to section 97(2)(b) of the Property Law Act 2023.
RICHARD JOHN DOWNES & ANN DORRIE DOWNES

Name of seller

Date

Date

Signatures **BUYER**

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50829520	Search Date:	03/08/2026 09:23
Date Title Created:	10/11/2010	Request No:	57094281
Previous Title:	50584379		

ESTATE AND LAND

Estate in Fee Simple

LOT 12 SURVEY PLAN 173572

Local Government: CAIRNS

COMMUNITY MANAGEMENT STATEMENT 41959

COMMUNITY MANAGEMENT STATEMENT 34643

REGISTERED OWNER

Dealing No: 719769241 02/12/2019

RICHARD JOHN DOWNES

ANN DORRIE DOWNES

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10589133 (POR 129)
2. EASEMENT No 713559818 09/11/2010 at 11:03
benefiting the land over
EASEMENT B ON SP173572
3. MORTGAGE No 719769243 02/12/2019 at 13:45
BENDIGO AND ADELAIDE BANK LIMITED A.C.N. 068 049 178

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

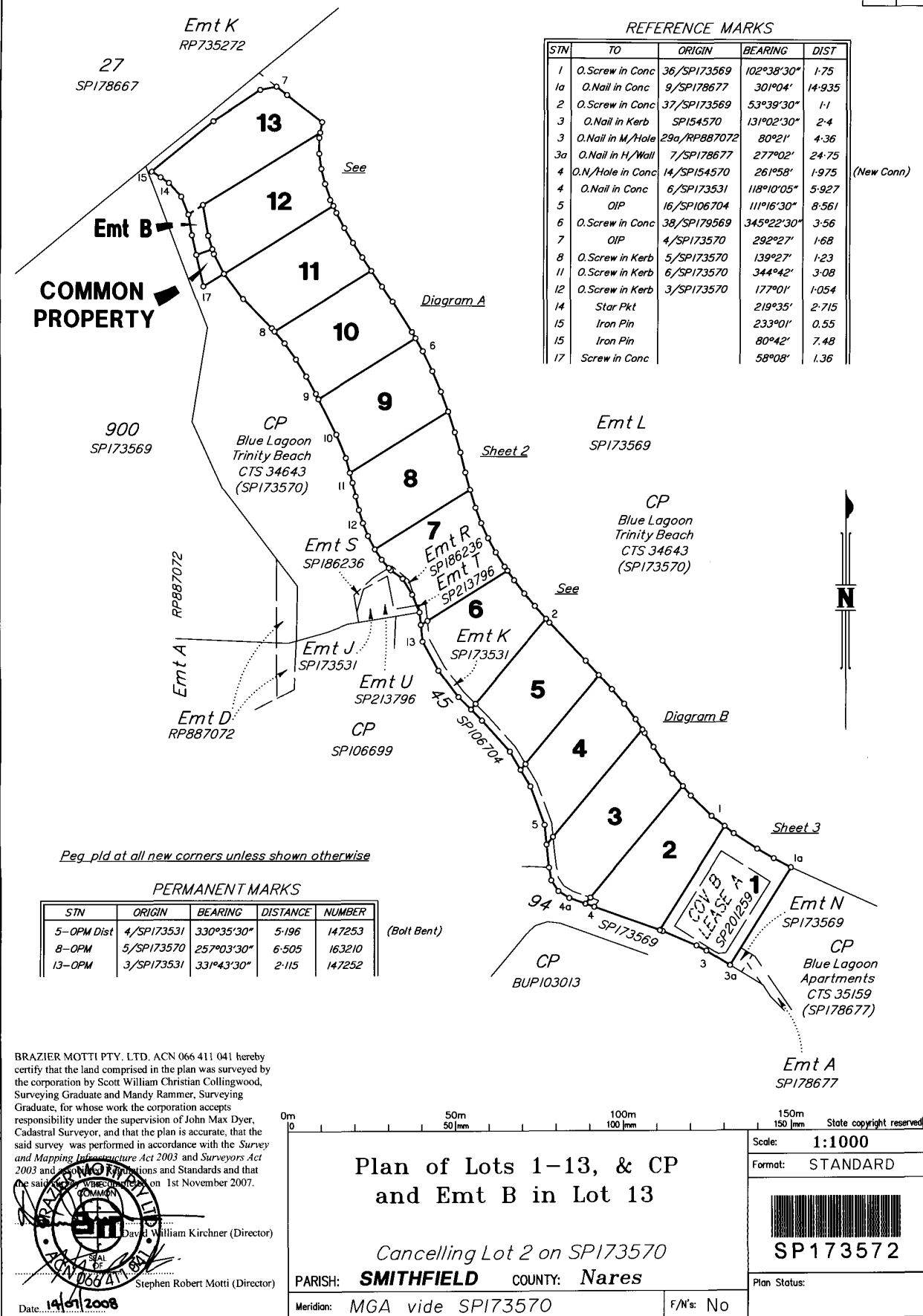
NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

SURVEY PLAN

Sheet
1 of
3

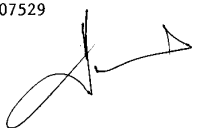
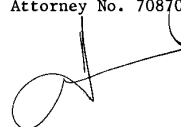
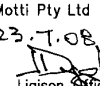
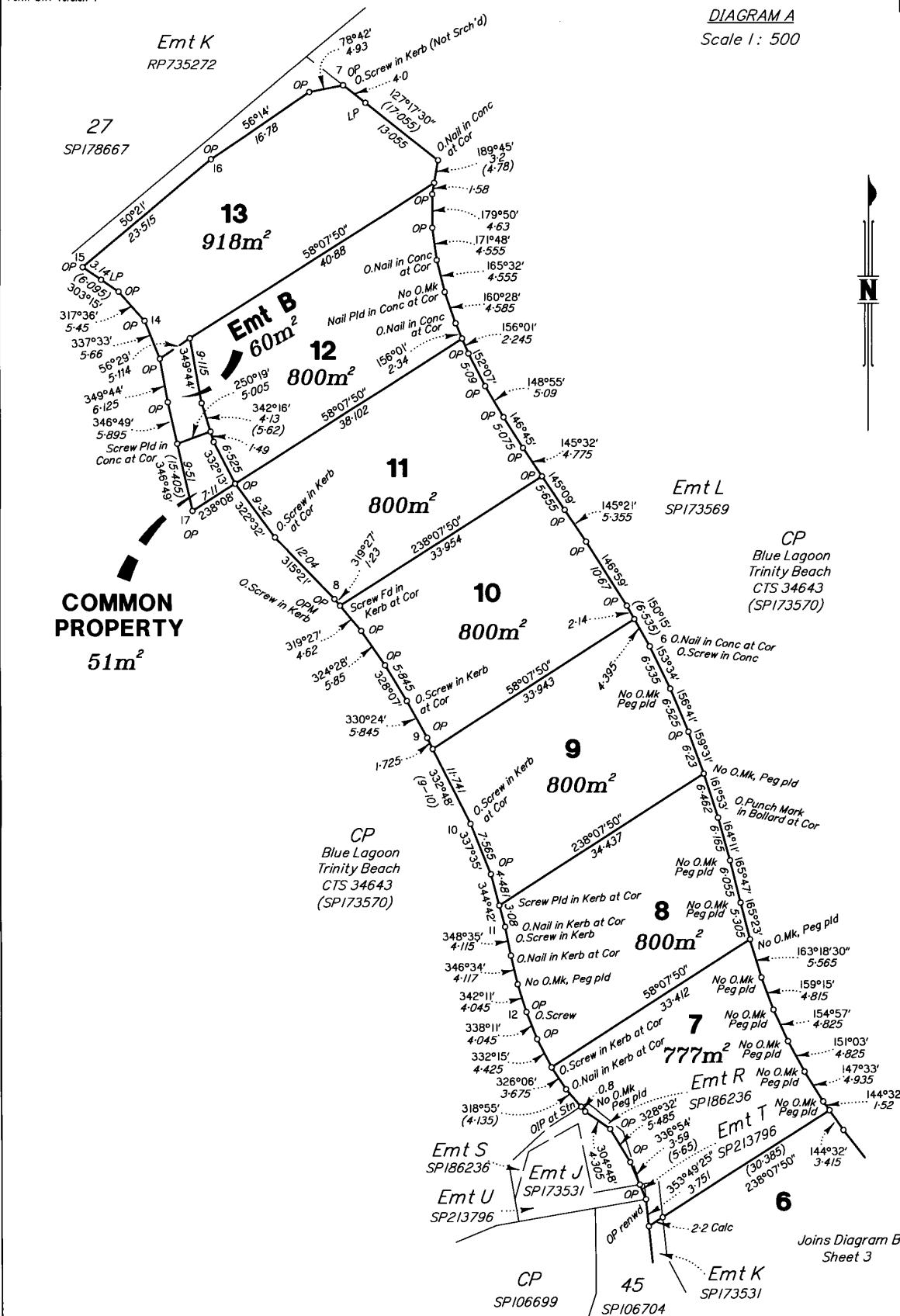
713559784 CS 400 NT \$1267.80 09/11/2010 10:58	WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																																																		
1. Certificate of Registered Owners or Lessees. I/We <u>ENBERG PTY LTD ACN 057 727 401</u> <u>BRENDERWIN CORPORATION PTY LTD ACN 099 824 496</u> <u>AS TENANTS IN COMMON.</u> (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 Enberg Pty Ltd A.C.N. 057 727 401 by its duly authorised attorney Alexander Michael Huelin under Registered Power of Attorney No. 708707529  Brenderwin Corporation Pty Ltd A.C.N. 099 824 496 by its duly authorised attorney Alexander Michael Huelin under Registered Power of Attorney No. 708707567 	6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> </tr> </thead> <tbody> <tr> <td>50584379</td> <td>2</td> <td>SP173570</td> </tr> </tbody> </table> Created <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> </thead> <tbody> <tr> <td>1 - 13 & Common Property</td> <td>B</td> <td>-</td> </tr> </tbody> </table> EXISTING MORTGAGE ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>708170821</td> <td>2 - 12</td> <td>1 & 13</td> </tr> <tr> <td>708993715</td> <td>1 - 13</td> <td></td> </tr> <tr> <td>711260112</td> <td>1 - 13</td> <td></td> </tr> </tbody> </table> EXISTING ENCUMBRANCE EASEMENT ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Easement</th> <th>Lots Encumbered</th> </tr> </thead> <tbody> <tr> <td>708177827 (Emt K on SP173531)</td> <td>2-7</td> </tr> <tr> <td>708177827 (Emt J on SP173531)</td> <td>7</td> </tr> <tr> <td>708257057 (Emt K on SP173531)</td> <td>2-7</td> </tr> <tr> <td>708257057 (Emt J on SP173531)</td> <td>7</td> </tr> <tr> <td>(Emt R on SP186236)</td> <td>7</td> </tr> <tr> <td>(Emt T on SP213796)</td> <td>7</td> </tr> </tbody> </table> EXISTING LEASE ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Lease</th> <th>Lots Encumbered</th> </tr> </thead> <tbody> <tr> <td>711422151</td> <td>1</td> </tr> </tbody> </table> EXISTING COVENANT ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Covenant</th> <th>Lots Encumbered</th> </tr> </thead> <tbody> <tr> <td>711422158</td> <td>1</td> </tr> </tbody> </table> EXISTING BENEFIT EASEMENT ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Easement</th> <th>Lots Partially Benefited</th> </tr> </thead> <tbody> <tr> <td>700791616</td> <td>1</td> </tr> </tbody> </table>	Title Reference	Lot	Plan	50584379	2	SP173570	Lots	Emts	Road	1 - 13 & Common Property	B	-	Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	708170821	2 - 12	1 & 13	708993715	1 - 13		711260112	1 - 13		Easement	Lots Encumbered	708177827 (Emt K on SP173531)	2-7	708177827 (Emt J on SP173531)	7	708257057 (Emt K on SP173531)	2-7	708257057 (Emt J on SP173531)	7	(Emt R on SP186236)	7	(Emt T on SP213796)	7	Lease	Lots Encumbered	711422151	1	Covenant	Lots Encumbered	711422158	1	Easement	Lots Partially Benefited	700791616	1
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2. Local Government Approval. * <u>CAIRNS REGIONAL COUNCIL</u> hereby approves this plan in accordance with the : % SUSTAINABLE PLANNING ACT 2009 DATE OF APPLICATION 20 DECEMBER 2007	1 - 13 & Common Property POR 129 Lots Orig 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 Cadastral Surveyor/Director * Date *delete words not required 7. Portion Allocation : 8. Map Reference : 8064 - 31134 9. Locality : TRINITY BEACH 10. Local Government : CAIRNS REGIONAL COUNCIL 11. Passed & Endorsed : By : Brazier Motti Pty Ltd Date : 23.7.08 Signed :  Designation : Liaison Officer 13. Lodgement Fees : Survey Deposit \$ _____ Lodgement \$ _____ New Titles \$ _____ Photocopy \$ _____ Postage \$ _____ TOTAL \$ _____ 14. SP173572																																																		
3. Plans with Community Management Statement : CMS Number : Name : Blue Lagoon Villas	4. References : Dept File : Local Govt : 8/13/1298 Surveyor : 30886/1-29																																																		

DIAGRAM A
Scale 1 : 500

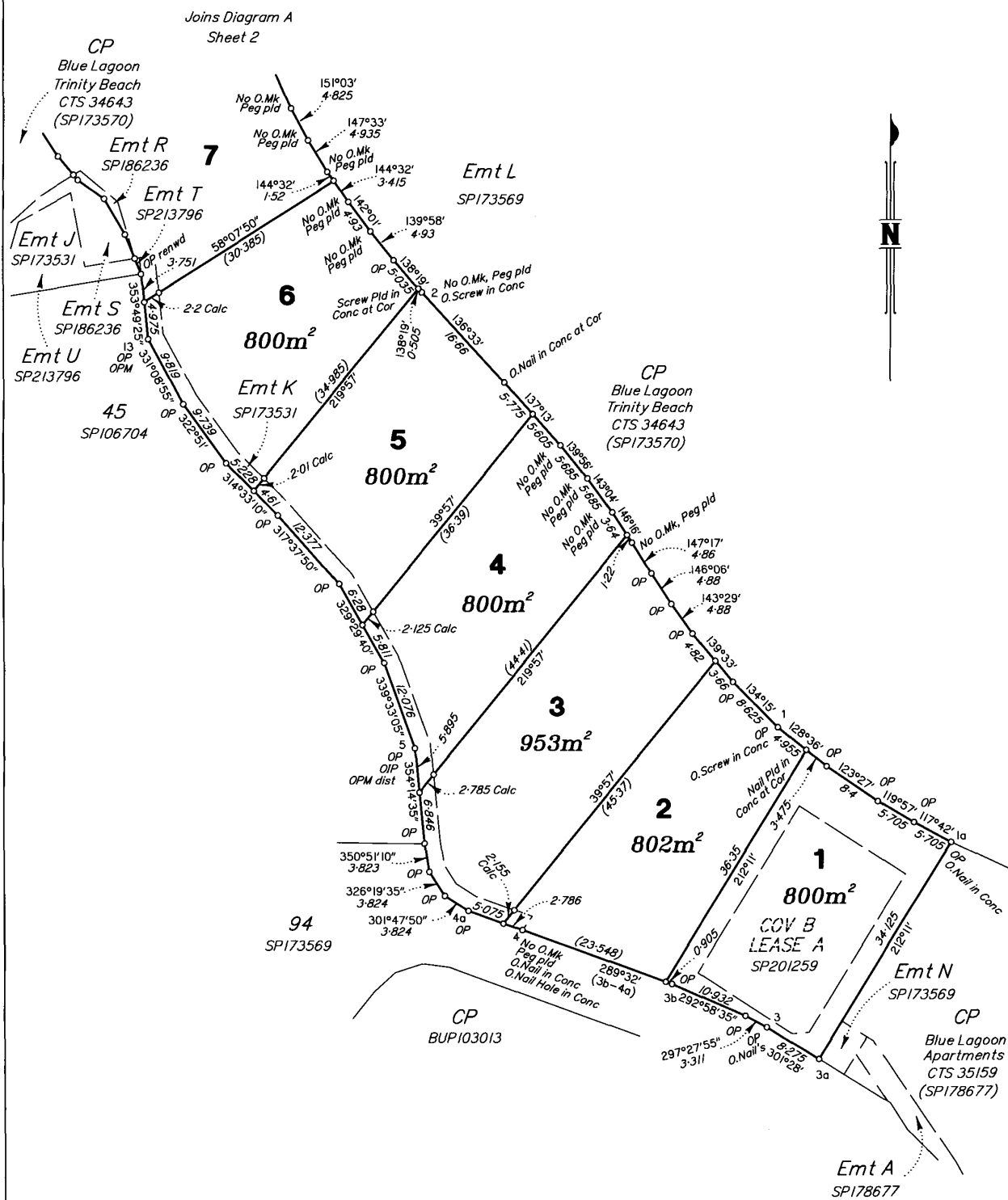


State copyright reserved.

SP173572

DIAGRAM B

Scale 1 : 500



State copyright reserved.

SP173572

Scheme Name: BLUE LAGOON TRINITY BEACH COMMUNITY TITLES SCHEME 34643

Body Corp. Addr: PO BOX 5332
CAIRNS
QLD
4870

COMMUNITY MANAGEMENT STATEMENT No: 34643

Title	Lot	Plan
50584377	CP	SP 173570

Community Titles Scheme
34857
35155
41959

This Community Titles Scheme is in a layered arrangement

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723012195

** End of CMS Search Statement **

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

723012195**EL 470 \$109.31**
17/01/2024 09:29:21TRY
1994 and Water Act 2000**GENERAL REQUEST**

Duty Imprint

FORM 14 Version 4
Page 1 of 1

Dealing Number

OFFICE USE ONLY**Privacy Statement**

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

1. Nature of request

Request to record a new Community Management Statement for Blue Lagoon, Trinity Beach Community Titles Scheme 34643

Lodger (Name, address, E-mail & phone number)WGC Lawyers
123 Sheridan Street
Cairns QLD 4870
Phone: 07 4046 1111
Email: cairns@wgc.com.au
Ref: 1048793**Lodger Code****BE 3203****2. Lot on Plan Description**Common Property of Blue Lagoon,
Trinity Beach Community Titles Scheme
34643**Title Reference**

50584377

LOT 45 ON SP 106704
LOT 94 ON SP 173569
LOT 96 ON SP 18625050242915
50578285
50626674**3. Registered Proprietor/State Lessee**

Body Corporate for Blue Lagoon, Trinity Beach Community Titles Scheme 34643

4. Interest

Fee Simple

5. Applicant

Body Corporate for Blue Lagoon, Trinity Beach Community Titles Scheme 34643

6. Request

I hereby request that: the Community Management Statement deposited herewith which:

- accepts the transfer of Lot 45 on SP106704, Lot 94 on SP173569 and Lot 96 on SP 186250 as additional common property;
- converts those lots to additional common property as shown on SP342788;
- amends ITEM 4 (SCHEME LAND), by changing the Title Reference of the common property of the Scheme; and
- includes the correct Service Location Diagrams,

be recorded as the new Community Management Statement for Blue Lagoon, Trinity Beach Community Titles Scheme 34643.

7. Execution by applicant

22, 4, 24

Execution Date

Applicant's or Solicitor's Signature

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

ALEXANDER MICHAEL HUELIN
Solicitor

34643

ED WITH:
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

- | | |
|---|--|
| 1. Name of community titles scheme
Blue Lagoon, Trinity Beach Community Titles Scheme 34643 | 2. Regulation module
Standard Module |
| 3. Name of body corporate
Body Corporate for Blue Lagoon, Trinity Beach Community Titles Scheme 34643 | |
| 4. Scheme land
Lot on Plan Description
See Enlarged Panel
Title Reference | |
| 5. #Name and address of original owner
Not applicable | 6. Reference to plan lodged with this statement
SP342788 |

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) (a) 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

BODY CORPORATE FOR BLUE LAGOON TRINITY BEACH CTS 34643



16/12/2023
Execution Date

Chairperson/Secretary

ROLAND GRIFFIN
Print Name

Secretary/Committee Member

RAELENE TERESA KEELAN
Print Name
Registered Owner/Lessee Signature/s
*Execution

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

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Title Reference

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for Blue Lagoon, Trinity Beach Community Titles Scheme 34643	
Common Property for Blue Lagoon Residential Estate Community Titles Scheme 34857	50589128
Lots 1 – 43 (inclusive) in SP173571	50589129 – 50589171 (inclusive)
Common Property for Blue Lagoon Apartments Community Titles Scheme 35155	50601145
Lots 1 – 32 (inclusive) in SP178677	50601146 – 50601177 (inclusive)
Common Property for Blue Lagoon Villas Community Titles Scheme	50829508
Lots 1- 13 (inclusive) in SP 173572	50829509 – 50829521 (inclusive)

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Blue Lagoon Residential Estate Community Titles Scheme 34857	43	43
Blue Lagoon Villas Community Titles Scheme 41959	26	26
Blue Lagoon Apartments Community Titles Scheme 35155	32	32
TOTALS	101	101

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a layered arrangement of Community Titles Schemes, which is now fully developed. This Scheme is the principal scheme and Blue Lagoon Residential Estate Community Titles Scheme, Blue Lagoon Apartments Community Titles Scheme and Blue Lagoon Villas Community Titles Scheme are the subsidiary schemes.

No further development of the scheme is contemplated.

SCHEDULE C BY-LAWS**1 Dictionary**

<i>Act</i>	means the Body Corporate and Community Management Act 1997
<i>Body Corporate</i>	has the same meaning as in the Act
<i>Building Covenants</i>	means the covenants approved by the Body Corporate in accordance with the by-laws
<i>Committee</i>	has the same meaning as in the Act
<i>Commissioner</i>	has the same meaning as in the Act
<i>Common Property</i>	has the same meaning as in the Act
<i>Invitee</i>	any person on the Scheme Land with the permission of an Occupier
<i>Lot</i>	has the same meaning as in the Act
<i>Occupier</i>	an Owner, tenant, licensee, or any person resident on a Lot
<i>Owner</i>	has the same meaning as in the Act
<i>Scheme Land</i>	has the same meaning as in the Act, and
<i>Window Covering</i>	curtain, blind, venetian or roller shade.

2 Rules for Interpretation

2.1 In these bylaws unless the context indicates a contrary intention:

- (1) words denoting any gender include all genders;
- (2) the singular number includes the plural and vice versa;

- (3) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;
- (4) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- (5) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (6) references to any legislation includes any legislation which amends or replaces that legislation;
- (7) headings are included for convenience only and will not affect the interpretation of these by-laws;
- (8) a reference to any thing includes the whole or each part of it, and
- (9) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

3. Noise

- 3.1 An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

4. Vehicles

- 4.1 An Occupier must not park any vehicle upon Common Property except:
- (1) with the consent in writing of the Body Corporate Committee; or
 - (2) where authorised by an exclusive use by-law.
- 4.2 Vehicles must not be driven at speeds in excess of 10 kph whilst on Common Property.

5. Obstruction

- 5.1 An Occupier must not obstruct lawful use of Common Property by any other person.

6. Damage to Lawns etc on Common Property

- 6.1 An Occupier must not:
- (1) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
 - (2) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

7. Damage to Common Property

- 7.1 An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property except with the consent in writing of the Body Corporate Committee.

8. Depositing Rubbish, etc on Common Property

- 8.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the Common Property.

9. Garbage Disposal

- 9.1 The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.

9.2 The Occupier must:

- (1) comply with all local government local laws about disposal of garbage, and
- (2) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

10. Behaviour of Invitees and Owners

- 10.1 Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.
- 10.2 Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

11. Keeping Animals

- 11.1 Subject to Section 181 of the Act, an Occupier must not, except with the consent of the Body Corporate Committee bring or keep an animal on the Lot or the Common Property or permit an Invitee to bring or keep an animal on the Lot or the Common Property
- 11.2 The Body Corporate Committee consents to the keeping of a domestic animal as a pet provided:
 - (1) the animal is properly enclosed or restrained within the Lot;
 - (2) the animal is controlled by a suitable leash or restraint when on Common Property;
 - (3) the Occupier removes any faeces from the Common Property;
 - (4) the animal does not cause a nuisance or disturbance to other Occupiers.
- 11.3 The consent of the Body Corporate Committee may be:
 - (1) given on conditions (in addition to those above); and
 - (2) withdrawn at any time.

12. Use of Lagoon

- 12.1 The lagoon is for ornamental purposes. It may not be used for swimming, boating or any recreational purpose including, but not limited to fishing. No Owner, Occupier or Invitee may enter the lagoon, for any purpose or place anything in the lagoon, without the consent in writing of the Committee.
- 12.2 No motor craft is permitted on the lagoon, other than with the consent in writing of the Committee. Such consent may only be granted for maintenance and safety purposes.

13. Use of Recreational Facilities

- 13.1 The recreational facilities on the Common Property must not be used between 10pm and 6am without the prior approval of the Body Corporate Committee.

14. Recovery by Body Corporate

- 14.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

15. Power of the Committee

- 15.1 The Committee may make rules relating to the Common Property consistent with these by-laws and such rules shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a resolution of the Committee or of the Body Corporate.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The attached Services Location Diagrams show the location of utility infrastructure within the Scheme Land. The following table identifies the statutory easements in accordance with s68 of the Act and Part 6A (Division 5) of the Land Title Act. In addition, statutory easements also exist in respect of utility infrastructure not yet installed. Each Lot identified in the following table has the benefit of and/or is burdened by statutory easements pursuant to Part 6A of the Land Title Act, where applicable.

Lot/Common Property & Plan	Statutory Easement & Diagram identifying same
Common Property of Blue Lagoon, Trinity Beach Community Titles Scheme 34643 (on SP173570)	water supply - see Diagram F sewerage – see Diagram G stormwater – see Diagram H electricity – see Diagrams I & J telecommunications – see Diagram K
Common Property of Blue Lagoon Villas Community Titles Scheme (on SP 173572)	water supply - see Diagram F sewerage – see Diagram G stormwater – see Diagram H electricity – see Diagram J telecommunications – see Diagram K
Common Property of Blue Lagoon Residential Estate Community Titles Scheme 34857 (on SP173571)	electricity – see Diagram I
Common Property of Blue Lagoon Apartments Community Titles Scheme 35155 (on SP178677)	water supply - see Diagram F sewerage – see Diagram G stormwater – see Diagram H electricity – see Diagram J telecommunications – see Diagram K

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

DIAGRAM G

BLUE LAGOON TRINITY BEACH CTS.....

SERVICE LOCATION DIAGRAM—SEWERAGE
IN COMMON PROPERTY ON SP173570

Sheet of

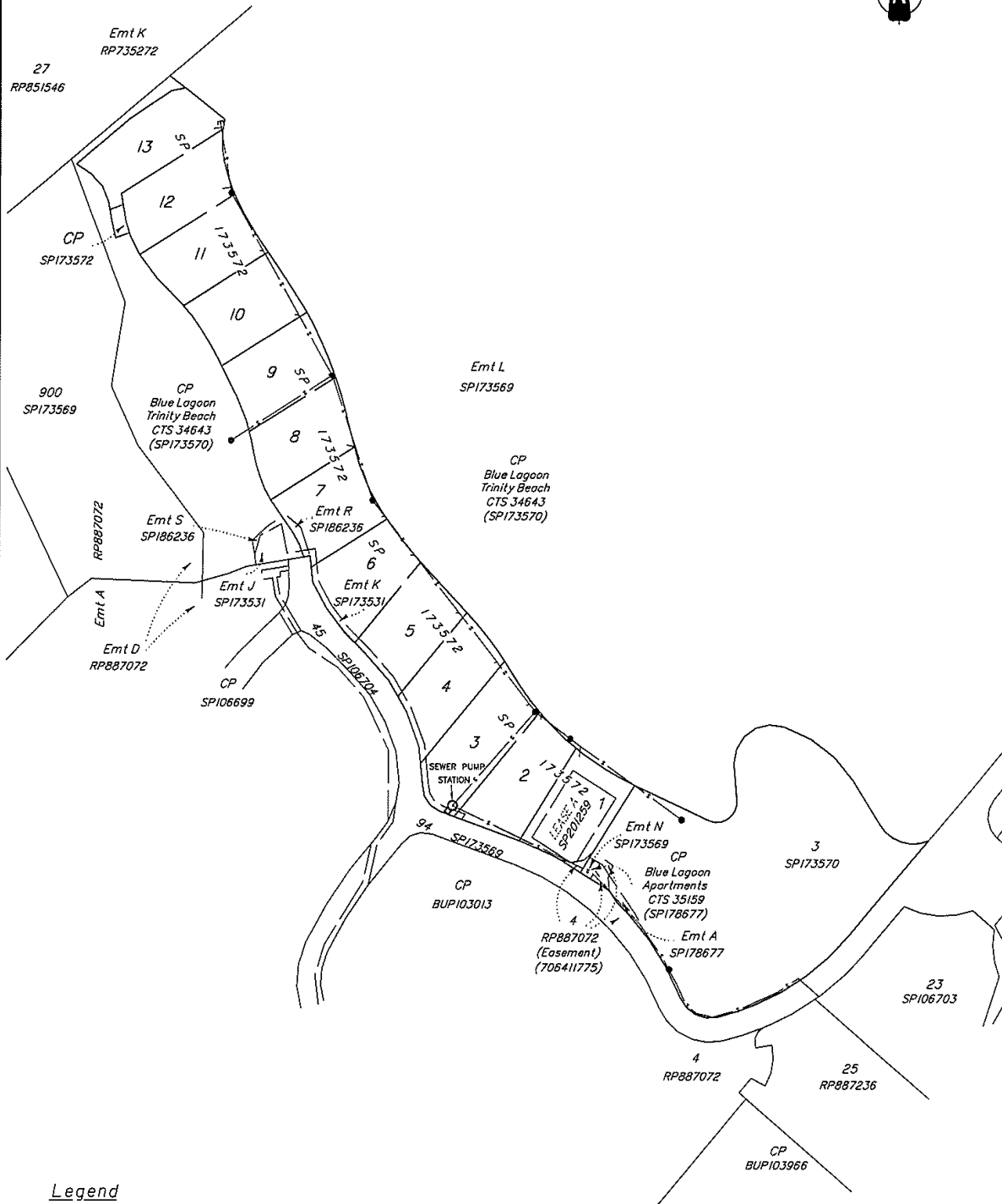


DIAGRAM H

BLUE LAGOON TRINITY BEACH CTS.....

SERVICE LOCATION DIAGRAM-STORMWATER

IN COMMON PROPERTY ON SP173570

Sheet	of
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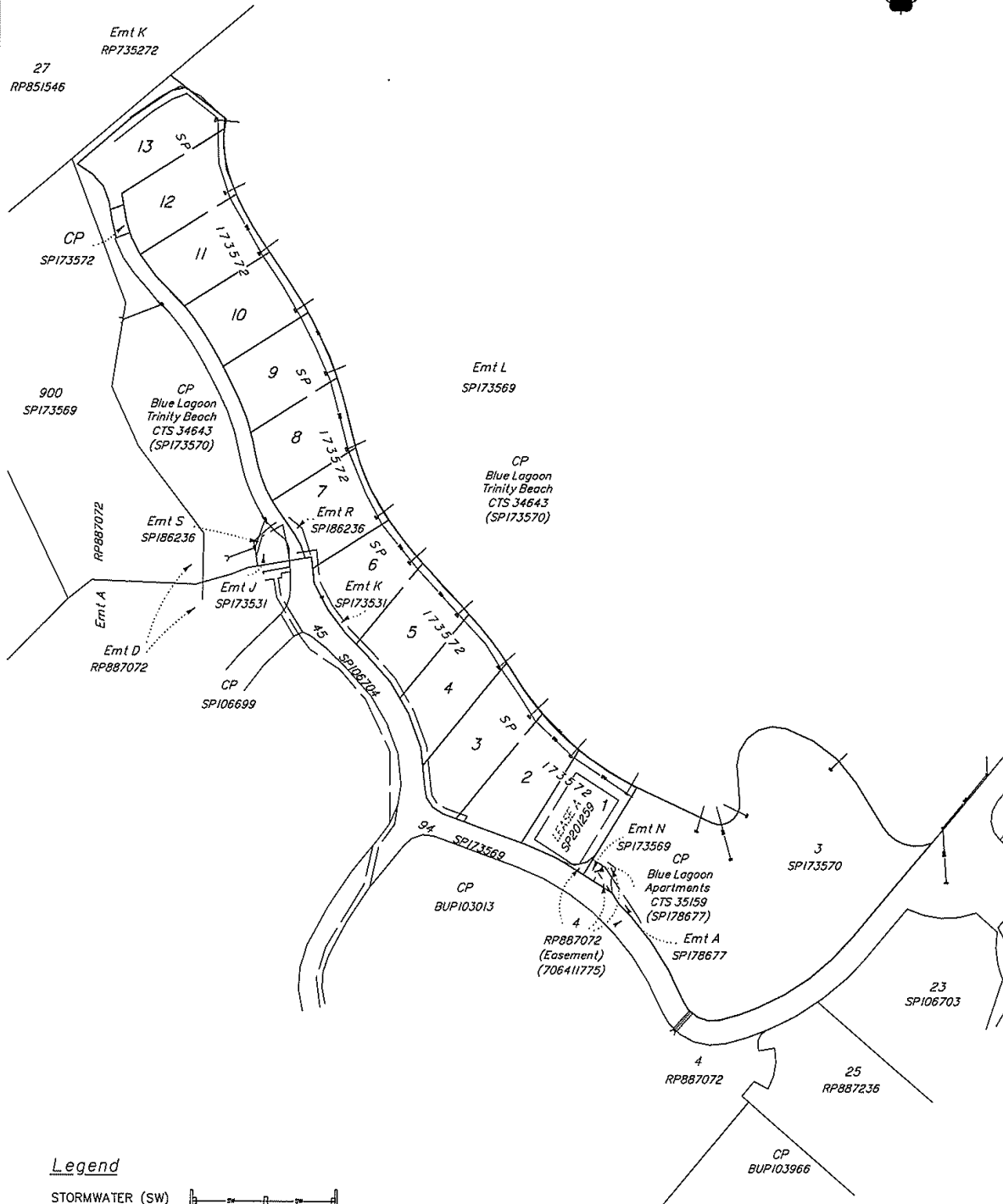
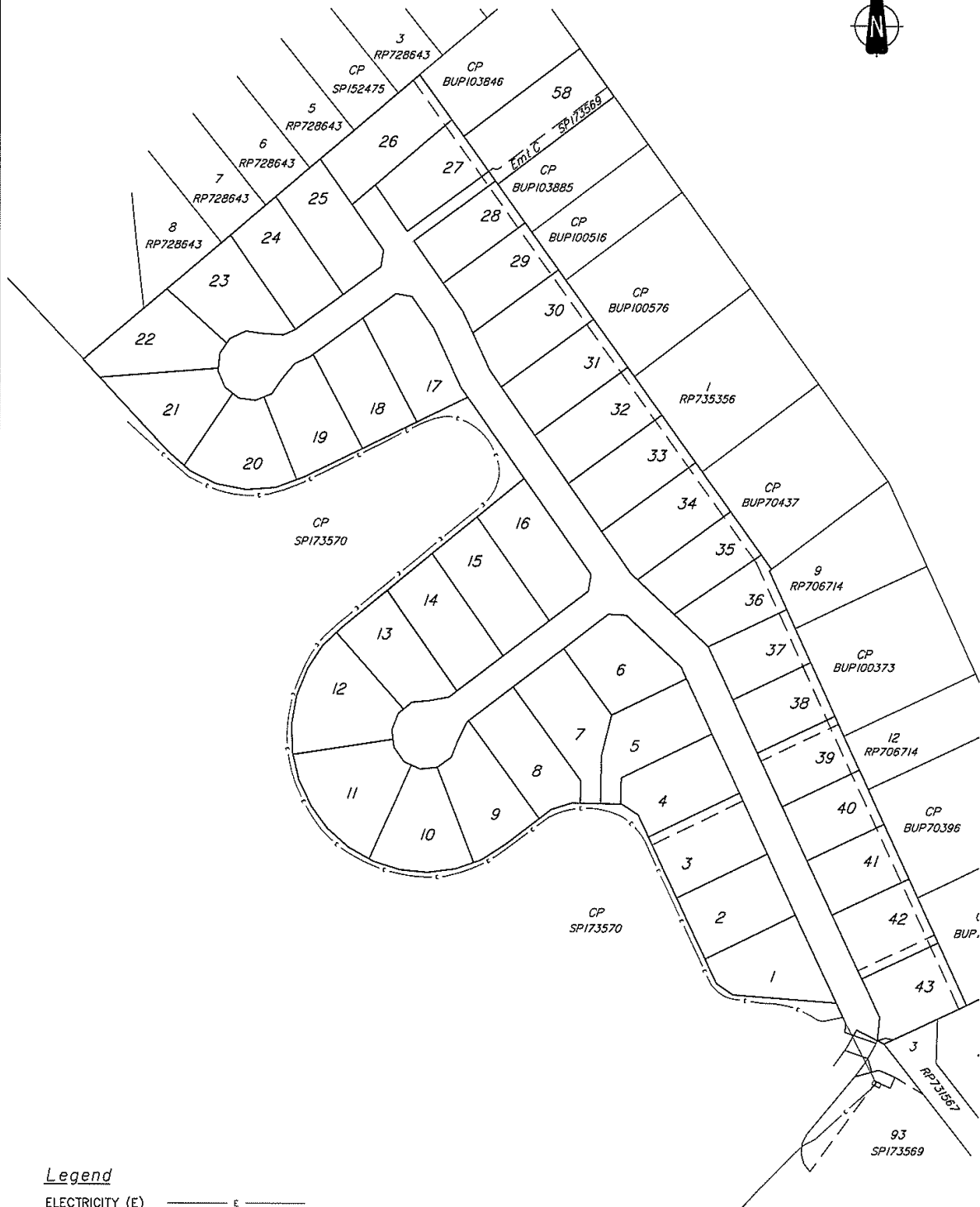


DIAGRAM 1**BLUE LAGOON TRINITY BEACH CTS.....**SERVICE LOCATION DIAGRAM—ELECTRICITY
IN COMMON PROPERTY ON SP173570

Sheet of

Legend

ELECTRICITY (E) ———— E ————

POWER BOX □

12.5m 0 12.5 25 37.5 50 62.5m

1 : 1250

DIAGRAM J

BLUE LAGOON TRINITY BEACH CTS.....

SERVICE LOCATION DIAGRAM-ELECTRICITY
IN COMMON PROPERTY ON SP173570

Sheet of

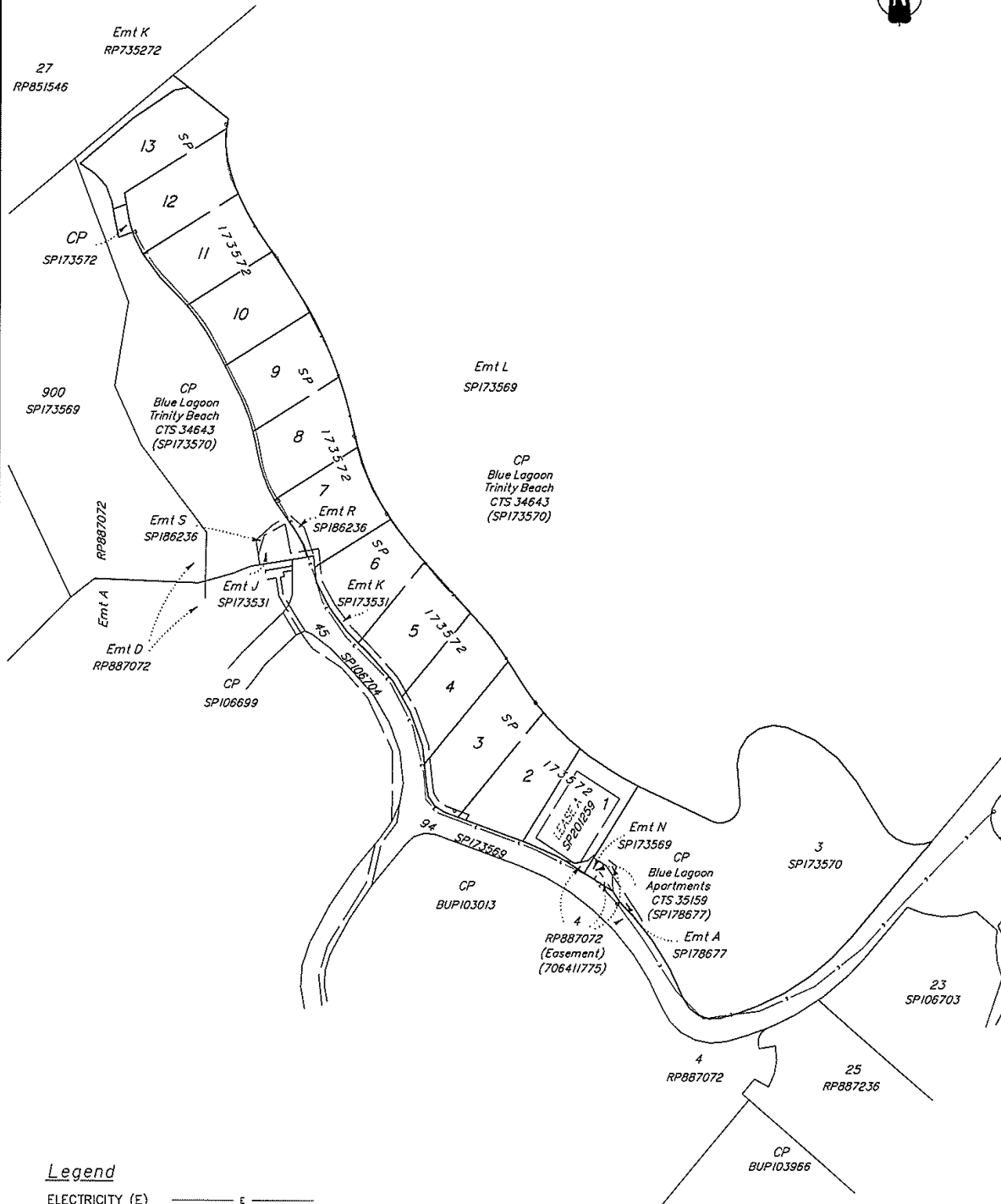
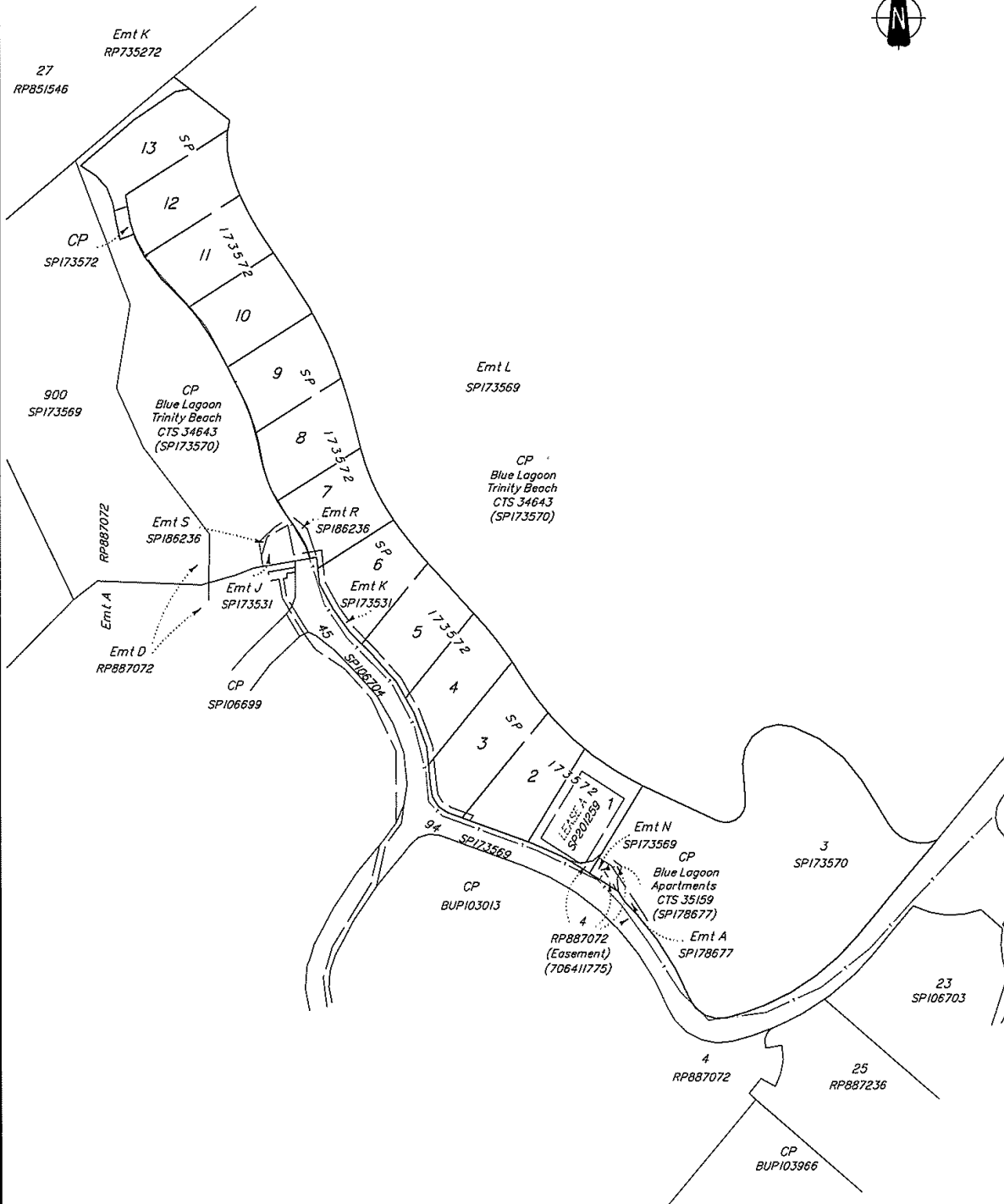


DIAGRAM K**BLUE LAGOON TRINITY BEACH CTS.....**SERVICE LOCATION DIAGRAM—TELECOMMUNICATIONS
IN COMMON PROPERTY ON SP173570

Sheet of

Legend

TELECOMMUNICATIONS (T) ——— T ———

12.5m 0 12.5 25 37.5 50 62.5m

1 : 1250



TCM AGREEMENTS PTY LTD COMPANY
ABN: 85622244188
Suite 1, 27 Lake Street, CAIRNS QLD 4870
Ph: 07 4031 7877
info@tcmstrata.com
Principal: Kelly Roberts and Greg Roberts

8/11/2023



MINUTES OF THE EXTRAORDINARY GENERAL MEETING

BLUE LAGOON PRINCIPAL SCHEME CTS 34643

MEETING DATE:	Wednesday 08 November 2023		
MEETING LOCATION:	SUITE 1 – 27 LAKE STREET, CAIRNS, QLD, 4870		
TIME:	01:00 PM	OPENED: 01:00 PM	CLOSED: 01:04 PM

PRESENT:

Lot 1 Raelene Keelan
Lot 2 Roland Griffin
Lot 3 Michael Antoniadis

Owner present (pre-voted)
Owner present (pre-voted)
Electronic vote

PROXIES:

Lot 3 BLUE LAGOON APARTMENTS CTS 35155

Proxy Name: Michael Antoniadis

APOLOGIES:

Michael Antoniadis

CHAIRPERSON:

Roland Griffin Chaired the meeting with the assistance of Kelly Lindner.

QUORUM:

There being a quorum represented, the meeting opened at 01:00 PM.

MOTIONS:

MOTION 1				
ADOPTION OF MINUTES		ORDINARY RESOLUTION		
That the minutes of the Extraordinary General Meeting, held on 12/6/23 and previously distributed, represent a true and accurate account of the meeting.				
Motion CARRIED.				
VOTES	YES: 3	NO: 0	ABSTAIN: 0	INVALID: 0

MOTION 2				
ACQUISITION OF ROADWAYS BY BODY CORPORATE		RESOLUTION WITHOUT DISSENT		
For the purposes of this Motion:				
Body Corporate means Blue Lagoon Trinity Beach Community Titles Scheme 34643 Company means Marlin Cove Primary Thoroughfare Company ACN 067 204 362; Subsidiary Schemes means Blue Lagoon Residential Estate Community Titles Scheme 34857, Blue Lagoon Villas Community Titles Scheme 41959 and Blue Lagoon Apartments Community Titles Scheme 35155; Roadways means Lot 45 on SP 106704, Lot 94 on SP 173569 and lot 96 on SP 186250; Survey Plan means SP342888, a copy of which is annexed to this motion. That the Body Corporate agree to: (a) acquire the Roadways as additional common property of the Principal Scheme in accordance with the Survey Plan; (b) pay stamp duty on the transfer of the Roadways, based upon the valuation obtained by the Body Corporate (a value of approximately \$5,000); (c) record a new community management statement for the scheme to include the Roadways as additional common property; (d) pay registration fees on the transfer of the Roadways and on the registration of a new community management statement; (e) pay a contribution to the Company equivalent to one half of the reasonable legal costs incurred in relation to the transfer of the Roadways; (f) execute and affix the seal to the transfer, new community management statement and all other documents necessary to give effect to this motion.				
Motion CARRIED.				
VOTES		YES: 3	NO: 0	ABSTAIN: 0 INVALID: 0


Kelly Lindgren
Body Corporate
Manager
30/01/2024



COMMUNICATIONS MUST BE IN WRITING

All requests by owners or their appointed agents for repairs and maintenance, or complaints in relation to by-laws, must always be submitted to the strata managing agent in writing to ensure accurate documentary records and to enable property administrative procedures are followed.

Scheme Name: BLUE LAGOON VILLAS COMMUNITY TITLES SCHEME 41959

Body Corp. Addr: BODY CORPORATE SERVICES PTY LTD
PO BOX 5134
CAIRNS QLD
4870

COMMUNITY MANAGEMENT STATEMENT No: 41959

Title	Lot	Plan
50829508	CP	SP 173572
50829509	1	SP 173572
50829510	2	SP 173572
50829511	3	SP 173572
50829512	4	SP 173572
50829513	5	SP 173572
50829514	6	SP 173572
50829515	7	SP 173572
50829516	8	SP 173572
50829517	9	SP 173572
50829518	10	SP 173572
50829519	11	SP 173572
50829520	12	SP 173572
50829521	13	SP 173572

This Community Titles Scheme is in a layered arrangement

COMMUNITY MANAGEMENT STATEMENT Dealing No: 713559805

** End of CMS Search Statement **

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

QUEENSLAND LAND REGISTRY

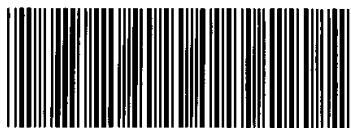
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint

**713559805****\$127.90**

09/11/2010 10:59

CS 460**1. Nature of request**

Request to record the First Community Management Statement for Blue Lagoon Villas Community Titles Scheme

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

WILLIAMS GRAHAM CARMAN

Solicitors

1A Water Street

CAIRNS QLD 4870

Phone: 07 4046 1111

Email: cairns@wgclaw.com

Ref: 223158MH

**Lodger
Code****717****2. Lot on Plan Description**

Lot 2 on Survey Plan 173570

County

Nares

Parish

Smithfield

Title Reference

50584379

3. Registered Proprietor/State Lessee

Enberg Pty Ltd A.C.N. 057 727 401 and Brenderwin Corporation Pty Ltd A.C.N. 099 824 496

4. Interest

Fee Simple

5. Applicant

Enberg Pty Ltd A.C.N. 057 727 401 and Brenderwin Corporation Pty Ltd A.C.N. 099 824 496

6. Request

I hereby request that: The First Community Management Statement deposited herewith be recorded as the First Community Management Statement for Blue Lagoon Villas Community Titles Scheme and that c/- Body Corporate Services Pty Ltd, PO Box 5134, Cairns QLD 4870 be recorded as the address for service of notices on the Body Corporate for Blue Lagoon Villas Community Titles Scheme

7. Execution by applicant

Alexander Michael Huelin, Solicitor

26/10/2010

Execution Date**Applicant's or Solicitor Signature**

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

41959

This statement incorporates and must
include the following:

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

Blue Lagoon Villas Community Titles Scheme

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Blue Lagoon Villas Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
-------------------------	--------	--------	-----------------

Common Property for Blue Lagoon
Villas Community Titles Scheme

Lots 1 - 13 (inclusive) in SP 173572	Nares	Smithfield
--------------------------------------	-------	------------

5. #Name and address of original owner

Enberg Pty Ltd (ACN 057 727 401) and
Brenderwin Corporation Pty Ltd (ACN 099 824 496)
66/3-15 Water Street, Cairns QLD 4869

6. Reference to plan lodged with this statement

SP 173572

first community management statement only

7. Local Government community management statement notation

DELEGATED OFFICER...SIMON...CLARKE...MANAGER...DEVELOPMENT... name and designation
ASSESSMENT

CAIRNS...REGIONAL...COUNCIL... name of Local Government

8. Execution by original owner/Consent of body corporate

9 / 11 / 07
Execution Date

ENBERG PTY LTD ACN 057 727 401
by its attorney Dale Robert Treason pursuant to
*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement
power of attorney N° 738 707 529 and
BRENDERWIN PTY LTD ACN 099 824 496 by its
attorney Dale Robert Treason pursuant to power of
attorney N° 738 707 567

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 173572	2	2
Lot 2 on SP 173572	2	2
Lot 3 on SP 173572	2	2
Lot 4 on SP 173572	2	2
Lot 5 on SP 173572	2	2
Lot 6 on SP 173572	2	2
Lot 7 on SP 173572	2	2
Lot 8 on SP 173572	2	2
Lot 9 on SP 173572	2	2
Lot 10 on SP 173572	2	2
Lot 11 on SP 173572	2	2
Lot 12 on SP 173572	2	2
Lot 13 on SP 173572	2	2
TOTALS	26	26

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a subsidiary scheme in accordance with the layered arrangement identified in the principal scheme of Blue Lagoon Trinity Beach CTS 34643.

Each of the scheme lots may, subject to compliance with the By-Laws, be reconfigured into 2 lots and common property and in such cases each reconfigured lot will form its own subsidiary community title scheme consisting of 2 lots and common property and within the subsidiary scheme each lot will have a lot entitlement of 1.

SCHEDULE C BY-LAWS

1 Dictionary

<i>Act</i>	means the Body Corporate and Community Management Act 1997
<i>Body Corporate</i>	has the same meaning as in the Act
<i>Building Covenants</i>	means the building requirements contained in the by-laws and any further covenants approved by the Body Corporate in accordance with the by-laws
<i>Committee</i>	has the same meaning as in the Act
<i>Commissioner</i>	has the same meaning as in the Act
<i>Common Property</i>	has the same meaning as in the Act and includes, where the context and law permits, the common property of Blue Lagoon Trinity Beach CTS 34643
<i>Invitee</i>	any person on the Scheme Land with the permission of an Occupier
<i>Lot</i>	has the same meaning as in the Act
<i>Occupier</i>	an Owner, tenant, licensee, or any person resident on a Lot
<i>Owner</i>	has the same meaning as in the Act

Scheme Land has the same meaning as in the Act, and
Window Covering curtain, blind, venetian or roller shade.

2 Rules for Interpretation

2.1 In these bylaws unless the context indicates a contrary intention:

- (1) words denoting any gender include all genders;
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- (9) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

3. Noise

3.1 An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

4. Vehicles

4.1 An Occupier must not park any vehicle upon Common Property except:

- (1) with the consent in writing of the Body Corporate Committee; or
- (2) where authorised by an exclusive use by-law

4.2 Driveways, paths, or other common property are not to be obstructed by any Occupier or used for any purpose other than for the reasonable passage to and from an Owner's lot or the parking areas provided. An Occupier shall not drive or permit a vehicle to be driven on any part of the Common Property which is of such a weight as may cause damage to improvements on the Common Property or any buildings erected on the parcel

4.3 Vehicles must not be driven at speeds in excess of 10 kph whilst on Common Property.

5. Obstruction

5.1 An Occupier must not obstruct lawful use of Common Property by any other person.

6. Damage to Lawns etc on Common Property

6.1 An Occupier must not:

- (1) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
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7.1 An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property except with the consent in writing of the Body Corporate Committee.

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9.1 The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.

9.2 The Occupier must:

- (1) comply with all local government local laws about disposal of garbage, and
- (2) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

10. Behaviour of Invitees and Owners

10.1 Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.

10.2 Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

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11.1 Subject to Section 181 of the Act, an Occupier must not, except with the consent of the Body Corporate Committee bring or keep an animal on the Lot or the Common Property or permit an Invitee to bring or keep an animal on the Lot or the Common Property

11.2 The Body Corporate Committee consents to the keeping of a domestic animal as a pet provided:

- (1) the animal is properly enclosed or restrained within the Lot;
- (2) the animal is controlled by a suitable leash or restraint when on Common Property;
- (3) the Occupier removes any faeces from the Common Property;
- (4) the animal does not cause a nuisance or disturbance to other Occupiers.

11.3 The consent of the Body Corporate Committee may be:

- (1) given on conditions (in addition to those above); and

(2) withdrawn at any time.

12. Building Work & Building Covenants

- 12.1 This by-law contains Building Covenants setting out the requirements for building on Lots. The Committee may, from time to time, make further building covenant requirements to the extent that the same are not inconsistent with the building covenants contained in this by-law.
- 12.2 An Owner may not carry out any building work on a Lot except in accordance with the Building Covenants.
- 12.3 Subject to this by-law, an Owner or Occupier shall not carry out any building work on a Lot (including any alteration to the exterior of a building constructed on the Lot) without the approval of the Committee.
- 12.4 An Owner or Occupier may carry out cosmetic work (such as painting) to the exterior of a building constructed on a Lot consistent with the maintenance of the original design and colour scheme of that building without first obtaining approval of the Committee.
- 12.5 Application to the Committee for approval must be made in such form and containing such information as may be approved by the Committee from time to time.
- 12.6 The Committee must approve an application where the same complies with these by-laws but may impose conditions which are reasonable and relevant in all the circumstances, including conditions relating to the duration of the building work.
- 12.7 The Building Covenants are as follows

The following Building Covenants are applicable for the purposes of the by-laws:

(1) Architectural style:

The design, colours and materials of dwellings and outbuildings should generally reflect contemporary, tropical North Queensland beachside architecture. A combination of lightweight clad and rendered masonry walls with terracotta or pre-finished steel roofs are preferred. The introduction of textures, recesses, screens and cladding structures are encouraged to reduce the apparent mass of buildings.

(2) Site requirements:

- (a) Lots 1 to 6 and 8 to 13 may be used for single or dual occupancy purposes, subject to all legal requirements being met.
- Lot 7 is limited to single occupancy purposes at the date of this community management statement, but may be used for dual occupancy purposes subject to all legal requirements being met.
- (b) Building height is limited to two storeys of residential accommodation, subject to all legal requirements being met.
- (c) The following building sizes apply:
1. Single dwelling houses: minimum of 200m² exclusive of garages and outdoor living areas:
 2. Dual occupancy buildings: minimum of 125m² exclusive of garages and outdoor living areas
 3. Total building footprint (including garages, sheds and other built structures) must not exceed 50% of area of the Lot
- (d) Where a proposed building is greater than one storey in height, it must be designed in such a way that it:
1. is not subject to privacy infringements when viewed from adjacent properties; and
 2. does not infringe upon the privacy of adjacent properties when viewed from windows and balconies situated on the second or higher storey.
- (e) Building set-backs are as follows:

1. Front boundary: 6.0 meters;
2. Side boundaries: 1.5 meters;
3. Rear boundaries: Lots 1-12: 5.0 meters. Lot 13 : 3.0 meters

(f) Exceptions to building set-backs:

1. roof eaves and decks may project up to 1.0 meter from relevant set-back line;
2. entry structures may be built to the front boundary;
3. unroofed pergolas may extend up to 3.0 meters into front and rear set-back lines, and may be built to side boundaries;
4. single occupancy garages may extend to a side boundary and one of the following may extend up to 3.0 meters into the front set-back – either garages with entry doors facing a side boundary or courtyards designed as an integral part of the dwelling (including in respect of materials and finish);
5. dual occupancy garages should extend to a side boundary, another wall should be within 1.5 meters of the front boundary and the entry door for each garage should face each other

- (g) An additional setback of 0.5 metres for side boundaries (i.e. in addition to other lawful setback requirements) will apply to any part of a building protruding above 4.5 metres of the lowest floor level of the ground floor of the building.

(3) Residential design

(a) General Principles:

Building designs and materials should be considerate of the local climate conditions by minimising solar heat gain and encouraging ventilation from prevailing cooling breezes.

(b) Materials and Colour Selection

Exterior Walls – Masonry and lightweight framed wall structures can be approved. Render or other approved texture coated materials applied to masonry block or fibrous cement sheeting can be approved. Timber finishes can be approved. Composite construction methods utilising a combination of materials that feature one of those materials listed above are encouraged.

Applications for the use of other materials will be considered on their architectural merits. Bare, painted or pre-coloured concrete blocks will not be permitted.

(c) Roof Materials

Colour bond or tiled roofs with a minimum pitch of 25 degrees and displaying sensitivity to the climate and aesthetic requirements of the dwelling are encouraged.

Alternative roof designs with architectural merit will be considered.

Galvanised iron, zinc or aluminium-coated steel and corrugated cement fibre sheeting can only be considered as either wall or roof cladding where used as an architectural feature and not the principal visual material

Roof colours should be considerate of potential glare problems towards neighbouring properties. Light colours are encouraged to promote thermal comfort.

(d) Colour

Colours, generally, should be typical of those traditionally used in tropical climates and beachside environments. i.e. Generally muted to earthy tones except for small vibrant highlights.

(e) Garages

Garages are to be integrated into the overall style of the building and wherever possible not be the dominate feature of the façade. Garages aligned parallel to the street are encouraged. Doors should be fitted to the front of garages to ensure that household effects are not visible from the street. Accommodation for two cars is required for each dwelling.

(f) Ancillary Structures

Air conditioners: Air conditioner compressors must be located near ground level and behind boundary fences so that they are screened from public view and minimise noise to adjacent properties. Only split system air conditioners are permitted

TV Antennae and Satellite Dish: Those requiring external installation should be located so as to minimise visual impact to the streetscape and/or lagoons cape.

Solar Water Heaters: Solar panels may be located on the roof of the dwelling, garage or accessory structure and be flush with the roof finish. Remote storage tanks are encouraged for panels on roof facades facing the street or lagoon.

Clotheslines: Clotheslines must be installed in a well-screened location, preferably at one side of the dwelling to minimise visual intrusion to the street front, lagoon front, secondary thoroughfare or common areas. Foldaway or retractable clotheslines are preferred.

Signs: Signs and hoardings advertising products and businesses will not be permitted on Lots. Display home signage may only be erected with the prior approval of the committee. Signs advertising the sale of land or house and land packages may only be erected on vacant Lots with the prior approval of the committee.

Letterboxes: Letterboxes should be of masonry, stone or timber construction located adjacent to the driveway on the street boundary of the Lots and conforms to Australia Post Preferred Standards.

Bin Storage: Rubbish bins must be stored in enclosed or screened areas not visible from the street, lagoon or secondary thoroughfare.

(4) GARDEN DESIGN

(a) Existing Vegetation

Where trees have been retained on your Lot, written approval from The committee is required to remove any trees before or after construction of your dwelling or ancillary structures.

(b) Retaining Walls

Retaining walls should be shown on the site plan when seeking design approval. Materials that complement the natural and/or landscaped environment are encouraged. Small terraces integrated with garden design are encouraged. No earthworks shall be undertaken without prior approval, where excavation or fill will exceed 0.5 metres from the present surface level of the property.

(c) Fences

Fencing between adjoining Lots shall generally be to a maximum height 1.8 meters and be constructed of rendered masonry, stone, painted or stained hardwood timber or a composite of two or more of these materials.

Side fences may not project forward of the front alignment of the building without approval from the committee. If approved forward of the building alignment the approved height must not be greater than 1.8 meters.

Side fences and lagoon front fences within the 5.0 meter lagoon setback line must not exceed 1.3 meters in height and should be constructed of powder-coated metal tubular design of either black or silver colour, glass balustrade or of such other relatively inconspicuous material as approved by the committee.

Frontage fencing/gates must not be of greater height than the connecting side fencing and should generally be consistent with the connecting side fencing. Fences greater than 0.9 metres in height shall be permitted provided that at least 50% of the area thereof is not of solid configuration and the fencing does not exceed 1.8 meters in height. This fencing should enhance presentation to the street. Where no front fence is proposed, then a fence must be built in line with the building frontage to the side boundary using materials and construction compatible with the dwelling frontage to an appropriate height taking into account the side boundary fences. Alternative designs will be considered on their merits.

[Note: All fencing should form part of the application for dwelling approval and should be erected prior to occupation of the dwelling.]

(d) Driveways

Generally, only one driveway will be permitted to each Lot.

Driveways should not be wider than 5.0 meters at the street boundary of any Lot and are to be constructed to abut the layback kerb and channel to the street.

Driveway alignment and materials should form part of the application for dwelling approval and must be constructed prior to occupation of the dwelling. Driveways should be paved, exposed aggregate or stamped concrete.

(e) Sheds and Structures

For dual occupancy lots storage or garden sheds are to be incorporated into the garage or the building envelope.

For single house dwellings shed and other structures must be screened and must not be positioned between any boundary and the nearest setback lines.

Sheds (etc) less than 10m² in area will generally be permitted with wall and roof cladding in colour bond or similar.

All sheds (etc) exceeding 10m² in area should be constructed of materials that complement the dwelling. The roof pitch, colour and material should also match or complement the roof of the dwelling.

(f) Maintenance

Ongoing maintenance is essential to promote the desired character of the estate.

Residents are required to:

Keep and maintain all buildings, landscaping, lawns, trees, shrubs and gardens within their Lot in good order and condition.

Neither bring on to, nor allow to accumulate on their Lot, any weeds, rubbish or garbage or spoil or other material of unsightly or odorous nature.

Not install an incinerator or other article for disposal or storage of garbage except for a domestic rubbish bin.

Keep neighbouring road verges free of any items which may interfere with maintenance conducted by the body corporate.

Not park trucks or commercial vehicles in driveways or on the streets.

(5) APPROVAL PROCESS

- (a) The Covenants require buyers to obtain the approval of Body Corporate for any building works to be carried out, prior to any works commencing and prior to lodgement with the council.

To approve the design for a Lot, the Body Corporate will require 3 sets of plans of A3 size drawings consisting of:

SITE PLAN (showing the proposed location of buildings and earthworks)

FLOOR PLAN (showing the building layout with measurements)

4 ELEVATIONS (showing the appearance of the building from each side, including relevant dimensions and visual details)

A CROSS SECTION (showing details of boundary walls and gutter treatment)

SCHEDULE OF EXTERIOR COLOURS AND MATERIALS

FENCING AND DRIVEWAY DETAILS

RETAINING STRUCTURES

APPLICATION FORM [as follows]

Blue Lagoon Villas

**BUILDING COVENANTS
APPLICATION FOR APPROVAL**

Process for Assessment

Please complete the following application form and submit to the Body Corporate, together with three (3) copies of the drawings listed below, for assessment. Following approval by the Body Corporate the drawings will be stamped and two (2) copies returned to the applicant. One (1) approved copy of the drawings must be presented by the owner to the Local Authority when applying for Application to Build.

Lot Number:

Street Address:

OWNER'S Surname:

Given Names:

Tel Number: Home

Work

Mobile

Facsimile Number:

BUILDER'S Name:

Tel Number:

Facsimile Number:

APPLICANT'S Name:

Tel Number:

Facsimile Number:

INFORMATION TO ACCOMPANY APPLICATION

Gross floor of building m².

Site Plans

Floor Plans

Elevations

Sections

Schedule of External Colours and Materials

Fencing Driveway and Retaining Structures Details

Please ensure all the requested information is submitted to facilitate assessment.

APPLICANT'S

Name.....Signature.....Date.....

13. Storage of Flammable Liquids etc.

- 13.1 An Occupier must not bring to, do or keep in their Lot, anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

14. Right of Entry

- 14.1 An Occupier on receiving at least 7 days notice from the Body Corporate Committee (except in the case of an emergency when no notice is to be given) is to allow the Body Corporate Committee or any of its contractors, sub-contractors, workmen or other persons authorised by it right of access to the lot for the purpose of carrying out works or effecting repairs to mains, pipes, wires, water connections, sewerage connections, drainage, gas, electricity, telephone and other systems or services whether to the lot or any adjoining lot.

15. Instructions to Contractors, etc

- 15.1 The Occupier of any lot shall not directly instruct any contractor or workman employed by the Body Corporate Committee unless expressly authorised to do so.

16. Use of Lots

- 16.1 Lots 2 – 13 shall be used only for residential purposes.

- 16.2 Lot 1 may be used for the following purposes:

- (a) residential purposes:
- (b) carparking purposes restricted to the area identified as Lease A on SP 201259 (subject to all lawful approvals being obtained and being in force at the time of such use)

17. Maintenance of Lots

- 17.1 Each Owner is to be responsible for maintaining their lot and ensuring that it is kept maintained so as not to be offensive in appearance to the other lots through the accumulation of excess rubbish or otherwise

18. Use of Recreational Facilities

- 18.1 The recreational facilities on the Common Property (if any) must not be used between 10pm and 6am without the prior approval of the Body Corporate Committee.

19. Recovery by Body Corporate

- 19.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

20. Power of the Committee

- 20.1 The Committee may make rules relating to the Common Property consistent with these by-laws and such rules shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a resolution of the Committee or of the Body Corporate.

21. Reconfiguration of Lots

- 21.1 Lots may be reconfigured into 2 lots with common property without Body Corporate approval, subject to the Owner concerned meeting all costs associated with the reconfiguration, including any works required to the Lot or the common property as a condition of the reconfiguration.

- 21.2 In the event that the reconfiguration of a Lot results in the Body Corporate reasonably incurring any cost (by way of example, as a result of the requirement for the Body Corporate to record a new Community Management Statement), the Owner concerned shall be responsible for meeting or reimbursing the Body Corporate's cost.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The attached services location diagram shows the location of utility infrastructure (sewers, water supply, electricity, telecommunications and stormwater drainage) within the Scheme Land. The Lots and common property are subject to a statutory easement in accordance with s68 of the Act and Part 6A (Division 5) of the Land Title Act as appears in the following table in respect of that utility infrastructure.

Lot on Plan	Statutory Easement	Services Location Diagram
Common Property	water supply electricity	Diagram A Diagram D
Lot 1 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 2 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 3 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 4 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 5 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 6 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 7 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 8 on SP 173572	water supply sewerage	Diagram A Diagram B

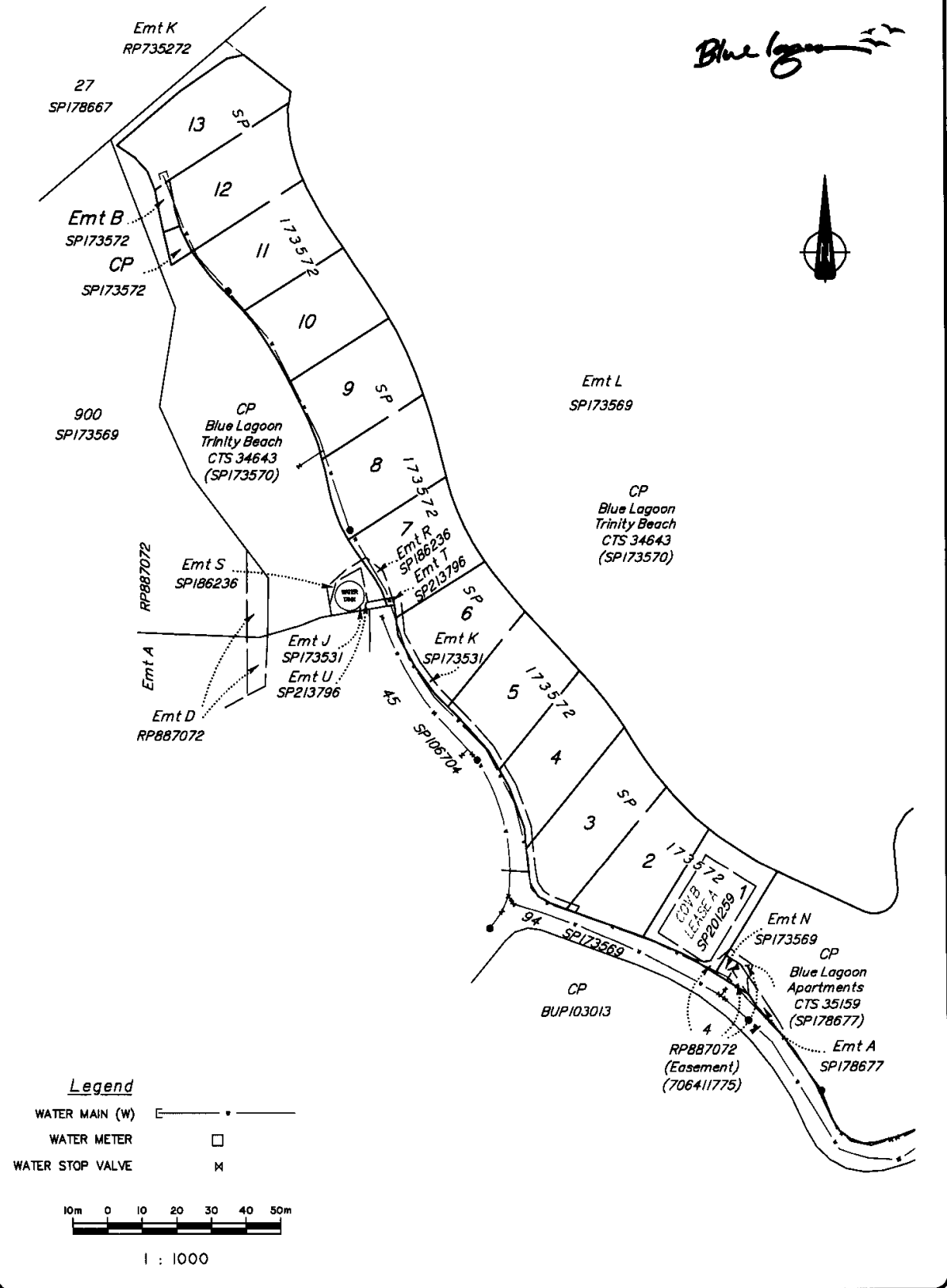
	stormwater electricity telecommunications	Diagram C Diagram D Diagram E
Lot 9 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 10 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 11 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 12 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 13 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D

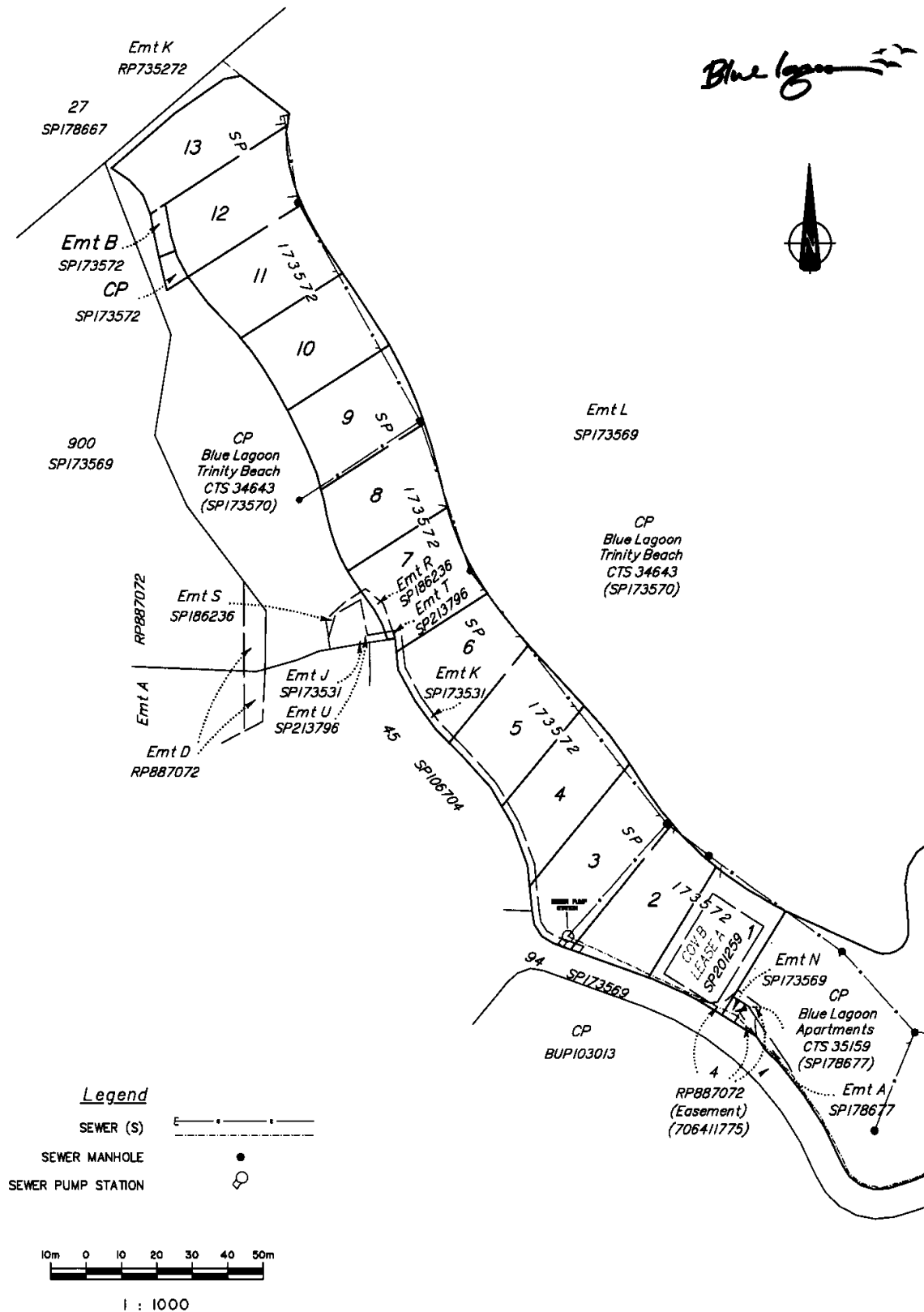
In addition, Lots and common property are burdened by and have the benefit of statutory easements as provided for in Sections 115O, 115P and 115S of the Land Title Act .

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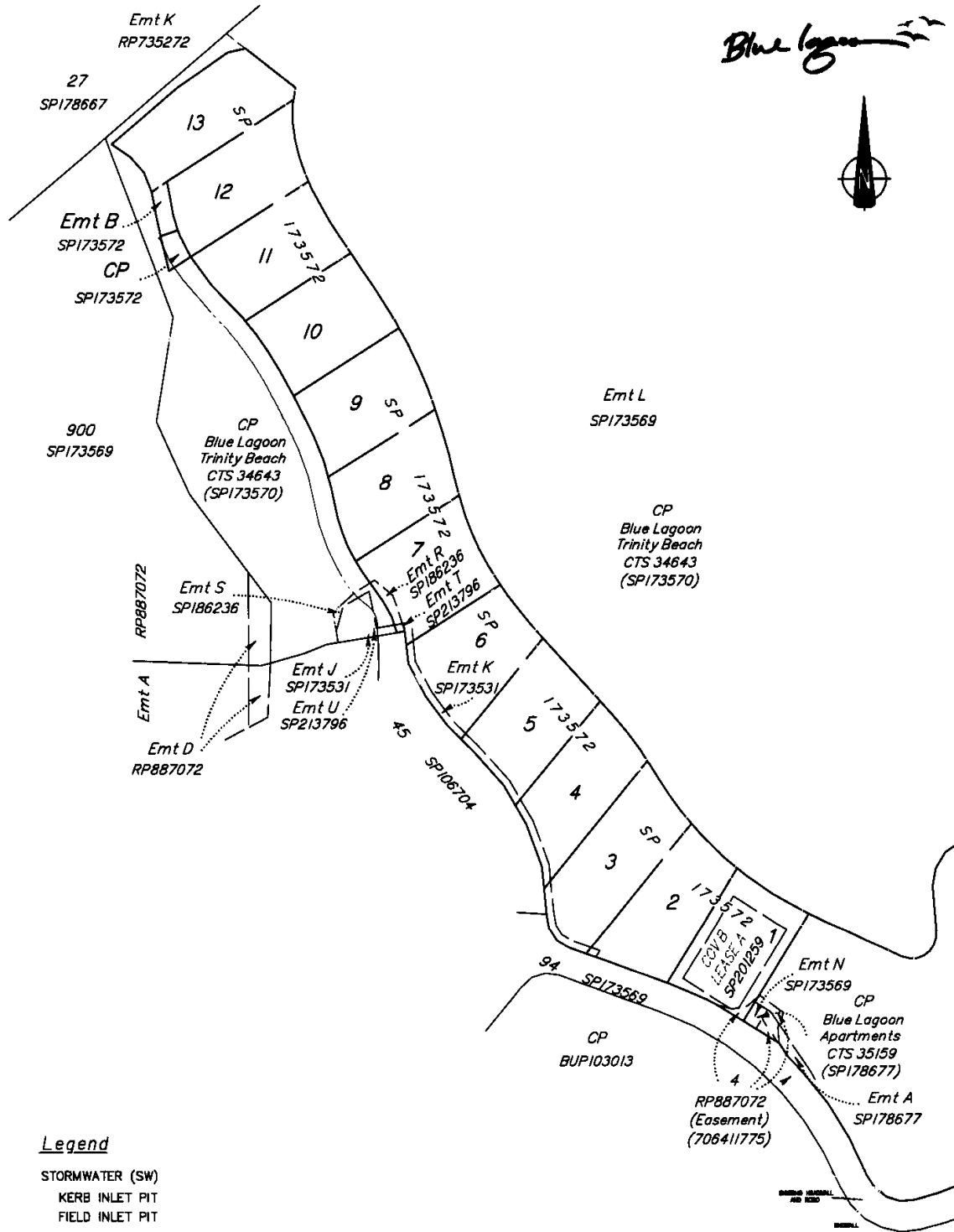
Nil

SERVICE LOCATION DIAGRAM-WATER RETICULATION
IN LOTS 1-13 AND COMMON PROPERTY ON SP173572





SERVICE LOCATION DIAGRAM-STORMWATER RETICULATION
IN LOTS 1-13 AND COMMON PROPERTY ON SP173572



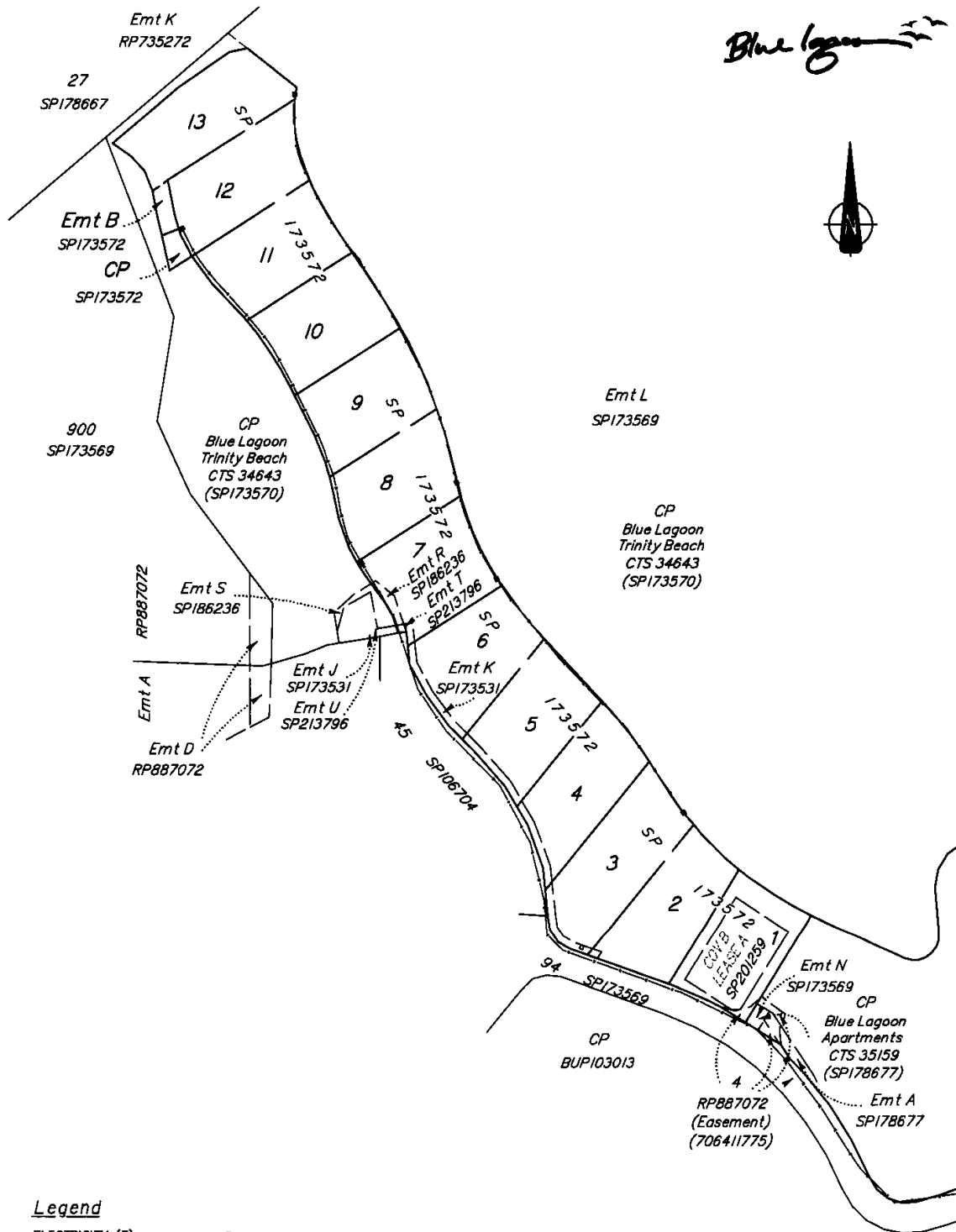
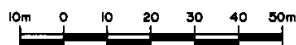
Legend

- STORMWATER (SW)
- KERB INLET PIT
- FIELD INLET PIT
- HEADWALL
- INSPECTION OPENING



1 : 1000

Blue Igloo

POWER BOX ☐

1 : 1000

03 August 2026

Dear Applicant,

RE: BLUE LAGOON VILLAS - 22 Trinity Beach Road TRINITY BEACH QLD 4879

Please find attached form 33 as requested.

Northern Body Corporate Management has been engaged by the Body Corporate to provide the information required for this form. The documents supplied represent all details currently available to us in relation to your request.

We recommend that the applicant reviews the enclosed documents thoroughly to ensure they satisfy the requirements of a Form 33. It is the applicant's responsibility to confirm the accuracy and completeness of the information and to ensure it complies with the form's criteria.

If any additional details are needed, or if any information appears to be missing or incomplete, the applicant must identify these gaps and notify us as appropriate. Our team is available to assist in sourcing any outstanding items upon request.

Search of Records

As a matter of best practice, we encourage the applicant to conduct a comprehensive search of all available Body Corporate records. This will help verify the accuracy of the enclosed documents and ensure that no relevant information has been overlooked. A records search can be arranged through our office if required.

Disclaimer

Please note that this information is provided in good faith based on records held by Northern Body Corporate Management and instructions received from the Body Corporate. While every effort has been made to ensure accuracy and currency, we do not guarantee the completeness of the information and accept no liability for any loss, damage, or claim arising from its use. It remains the applicant's responsibility to independently verify and confirm all necessary details within the form 33.

If you have any questions or require further assistance, please do not hesitate to contact our office.

Yours faithfully,
For and on behalf of the Body Corporate for
BLUE LAGOON VILLAS

Jason Griffiths
Body Corporate Manager

BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 03/08/2026

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

BLUE LAGOON VILLAS

CTS No. **41959**

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: **Jason Griffiths**

Company: **Northern BCM (Townsville)**

Phone: **07 4723 8217**

Email: **admin@nbcmlqld.com**

Accessing records

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

Northern Body Corporate Management.

Property and community titles scheme details

Lot and plan details

Lot number: **12**

Plan type and number: **173572**

Plan of subdivision: **STANDARD FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

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

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

Yes

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

No

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

If answered yes above, the exclusive use areas are listed in the community management statement attached.

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: **2**

Total contribution schedule lot entitlements for all lots: **26**

Interest schedule

Interest schedule lot entitlement for the lot: **2**

Total interest schedule lot entitlements for all lots: **26**

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 **12** for the current financial year: \$ **6,607.00**

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

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/25 to 31/01/26	01/11/25	1,297.00	1,297.00	26/03/26
01/02/26 to 30/04/26	01/02/26	1,297.00	1,297.00	26/03/26
01/05/26 to 31/07/26	01/05/26	2,006.50	2,006.50	02/06/26
01/08/26 to 31/10/26	01/08/26	2,006.50	2,006.50	
01/11/26****31/01/27	01/11/26	1,316.96	1,316.96	
01/02/27****30/04/27	01/02/27	1,316.96	1,316.96	
Amount overdue				\$1,984.50
Amount Unpaid including amounts billed not yet due				\$1,984.50

Sinking fund contributions

Total amount of contributions (before any discount) for lot **12** for the current financial year: \$ **769.24**

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

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/25 to 31/01/26	01/11/25	384.60	384.60	26/03/26
01/02/26 to 30/04/26	01/02/26	384.60	384.60	26/03/26
01/05/26 to 31/07/26	01/05/26	0.02	0.02	02/06/26
01/08/26 to 31/10/26	01/08/26	0.02	0.02	
01/11/26****31/01/27	01/11/26	192.30	192.30	
01/02/27****30/04/27	01/02/27	192.30	192.30	
Amount overdue				\$0.02
Amount Unpaid including amounts billed not yet due				\$0.02

Special contributions - Administrative Fund (IF ANY)

Date determined: **16/02/26** (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): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/11/25 to 31/01/26	01/11/25	338.74	338.74	26/03/26
Insurance Fund	01/02/26 to 30/04/26	01/02/26	338.74	338.74	26/03/26
Insurance Fund	01/05/26 to 31/07/26	01/05/26	364.66	364.66	02/06/26
Insurance Fund	01/08/26 to 31/10/26	01/08/26	364.66	364.66	
Insurance Fund	01/11/26 to 31/01/27	01/11/26	386.90	386.90	
Insurance Fund	01/02/27 to 30/04/27	01/02/27	386.90	386.90	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$1,984.52
Special contributions	Nil
Other contributions	\$364.66
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$2,349.18)	\$2,349.18

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 28,303.32

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.

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

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU	CA0006147119	115,500.00	1,956.57	25/04/27	\$500 All Claims+ As Per Policy Wording
PUBLIC LIABILITY CHU	CA0006147119	20,000,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
FIDELITY GUARANTEE CHU	CA0006147119	100,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
OFFICE BEARERS CHU	CA0006147119	1,000,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
VOLUNTARY WORKERS CHU	CA0006147119	\$200,000 / \$2,000	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
GOVT AUDIT COSTS CHU	CA0006147119	25,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
LEGAL EXPENSES CHU	CA0006147119	50,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
WORKPLACE H&S CHU	CA0006147119	100,000.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording
COMMUNITY INCOME CHU	CA0006147119	17,325.00	Included	25/04/27	\$500 All Claims+ As Per Policy Wording

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Northern BCM (Townsville)

Positions/s held Body Corporate Manager

Date 03/08/2026

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

BLUE LAGOON VILLAS CTS 41959

22 Trinity Beach Road Trinity Beach Qld 4879

BALANCE SHEET

AS AT 31 JULY 2026

	ACTUAL 31/07/2026	ACTUAL 31/10/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	(12,254.94)	(31,379.64)
Sinking Fund	28,303.32	19,765.18
<u>TOTAL</u>	<u>\$ 16,048.38</u>	<u>\$ (11,614.46)</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	(16,974.13)	(5,929.08)
Bank Balance Sinking Fund	28,303.44	26,143.32
Prepaid Expenses	1,304.40	0.00
Levies In Arrears	17,663.75	0.00
<u>TOTAL ASSETS</u>	<u>30,297.46</u>	<u>20,214.24</u>
<u>LIABILITIES</u>		
Sundry Creditors	0.00	17,663.75
Levies In Advance	14,249.08	14,164.95
<u>TOTAL LIABILITIES</u>	<u>14,249.08</u>	<u>31,828.70</u>
<u>NET ASSETS</u>	<u>\$ 16,048.38</u>	<u>\$ (11,614.46)</u>

BLUE LAGOON VILLAS CTS 41959

22 Trinity Beach Road Trinity Beach Qld 4879

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2025 TO 31 JULY 2026

	ACTUAL 01/11/25-31/07/26	BUDGET 01/11/25-31/10/26	ACTUAL 01/11/24-31/10/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Administrative Fund Levy	59,806.50	85,891.00	67,444.52
Insurance Levy	13,548.08	18,288.00	8,807.50
Levy Fees - Debt Recovery	55.00	0.00	0.00
Other Income - Common Property	275.00	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	73,684.58	104,179.00	76,252.02
<u>EXPENDITURE - ADMIN. FUND</u>			
Accountant - Tax Returns	0.00	450.00	356.40
Admin Fees - Arrears Fee	55.00	0.00	0.00
Admin Fees - Computer/Internet	286.00	0.00	0.00
Admin Fees - Document Archival	6.03	0.00	42.47
Admin Fees - Post/Phone/Stat	177.30	275.00	270.95
Admin- Statutory Reports	0.00	1,000.00	792.00
Bank Charges	16.15	0.00	0.00
Building Repairs	0.00	1,000.00	143.00
B C M - Additional Fee's	457.55	1,040.00	255.42
B C M - Disbursements	552.75	0.00	0.00
B C M - Fees Outgoing Manager	1,201.28	3,724.00	3,557.64
B C M - Management Fees	1,191.65	0.00	0.00
B C M - Quote Requests	0.00	50.00	0.00
B C M - Work Order Fees	0.00	120.00	120.40
Consultant - Compliance Fees	0.00	96.00	0.00
Contribution To Primary	32,940.44	61,699.00	63,176.12
Electronic Storage & Techn.	75.24	390.00	300.00
Insurance Interest	0.00	0.00	0.04
Insurance Premium - Broker	0.00	275.00	250.00
Insurance Premium - Building	1,367.17	1,635.00	1,482.33
Insurance Premium - Other	0.00	900.00	900.00
Insurance Premium - Stamp Duty	0.00	135.00	(395.57)
Prior Yr Adjustment	0.00	0.00	1,811.53
Shared Facilities - Other	15,738.32	0.00	0.00
Stratamax Charges	495.00	0.00	0.00
Use Of Prior Year Surplus	0.00	31,390.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	54,559.88	104,179.00	73,062.73

BLUE LAGOON VILLAS CTS 41959

22 Trinity Beach Road Trinity Beach Qld 4879

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2025 TO 31 JULY 2026

	ACTUAL 01/11/25-31/07/26	BUDGET 01/11/25-31/10/26	ACTUAL 01/11/24-31/10/25
<u>SURPLUS / DEFICIT</u>	<u>\$ 19,124.70</u>	<u>\$ 0.00</u>	<u>\$ 3,189.29</u>
Opening Admin. Balance	(31,379.64)	(31,379.64)	(34,568.93)
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (12,254.94)</u>	<u>\$ (31,379.64)</u>	<u>\$ (31,379.64)</u>

BLUE LAGOON VILLAS CTS 41959

22 Trinity Beach Road Trinity Beach Qld 4879

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2025 TO 31 JULY 2026

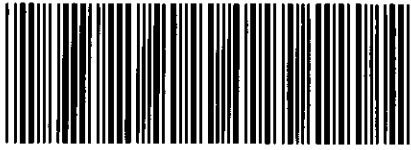
	ACTUAL	BUDGET	ACTUAL
	01/11/25-31/07/26	01/11/25-31/10/26	01/11/24-31/10/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Sinking Fund Levies	9,999.86	10,000.00	19,999.98
<u>TOTAL SINKING FUND INCOME</u>	9,999.86	10,000.00	19,999.98
<u>EXPENDITURE - SINKING FUND</u>			
Contribution To Primary	0.00	6,106.00	18,418.12
Consultant - Sf Forecast	0.00	3,894.00	0.00
Shared Facilities - Pbc Cont.	1,461.72	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	1,461.72	10,000.00	18,418.12
<u>SURPLUS / DEFICIT</u>	\$ 8,538.14	\$ 0.00	\$ 1,581.86
Opening Sinking Fund Balance	19,765.18	19,765.18	18,183.32
<u>SINKING FUND BALANCE</u>	\$ 28,303.32	\$ 19,765.18	\$ 19,765.18

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



713559805

\$127.90
09/11/2010 10:59

CS 460

1. Nature of request

Request to record the First Community Management
Statement for Blue Lagoon Villas Community Titles
Scheme

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

WILLIAMS GRAHAM CARMAN

Solicitors

1A Water Street

CAIRNS QLD 4870

Phone: 07 4046 1111

Email: cairns@wgclaw.com

Ref: 223158MH

Lodger
Code

717

2. Lot on Plan Description

Lot 2 on Survey Plan 173570

County

Nares

Parish

Smithfield

Title Reference

50584379

3. Registered Proprietor/State Lessee

Enberg Pty Ltd A.C.N. 057 727 401 and Brenderwin Corporation Pty Ltd A.C.N. 099 824 496

4. Interest

Fee Simple

5. Applicant

Enberg Pty Ltd A.C.N. 057 727 401 and Brenderwin Corporation Pty Ltd A.C.N. 099 824 496

6. Request

I hereby request that: The First Community Management Statement deposited herewith be recorded as the First Community Management Statement for Blue Lagoon Villas Community Titles Scheme and that c/- Body Corporate Services Pty Ltd, PO Box 5134, Cairns QLD 4870 be recorded as the address for service of notices on the Body Corporate for Blue Lagoon Villas Community Titles Scheme

7. Execution by applicant

Alexander Michael Huelin, Solicitor

26/10/2010

Execution Date

Applicant's or Solicitor Signature

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

41959

This statement incorporates and must
include the following:

Office use only
CMS LABEL NUMBER

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

1. **Name of community titles scheme**
Blue Lagoon Villas Community Titles Scheme

2. **Regulation module**
Standard Module

3. **Name of body corporate**
Body Corporate for Blue Lagoon Villas Community Titles Scheme

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description			
Common Property for Blue Lagoon Villas Community Titles Scheme			
Lots 1 - 13 (inclusive) in SP 173572	Nares	Smithfield	

5. **#Name and address of original owner**
Enberg Pty Ltd (ACN 057 727 401) and
Brenderwin Corporation Pty Ltd (ACN 099 824 496)
66/3-15 Water Street, Cairns QLD 4869

6. **Reference to plan lodged with this statement**
SP 173572

first community management statement only

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

DELEGATED OFFICER..SIMON..CLARKE..MANAGER...DEVELOPMENT.....name and designation
ASSESSMENT
CAIRNS..REGIONAL..COUNCIL.....name of Local Government

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

9 / 11 / 07
Execution Date

ENBERG PTY LTD ACN 057 727 401
by its attorney Dale Robert Treason pursuant to
*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement
power of attorney N° 708 707 529 and
BRENDERWIN PTY LTD ACN 099 824 496 by its
attorney Dale Robert Treason pursuant to power of
attorney N° 708 707 567

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 173572	2	2
Lot 2 on SP 173572	2	2
Lot 3 on SP 173572	2	2
Lot 4 on SP 173572	2	2
Lot 5 on SP 173572	2	2
Lot 6 on SP 173572	2	2
Lot 7 on SP 173572	2	2
Lot 8 on SP 173572	2	2
Lot 9 on SP 173572	2	2
Lot 10 on SP 173572	2	2
Lot 11 on SP 173572	2	2
Lot 12 on SP 173572	2	2
Lot 13 on SP 173572	2	2
TOTALS	26	26

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a subsidiary scheme in accordance with the layered arrangement identified in the principal scheme of Blue Lagoon Trinity Beach CTS 34643.

Each of the scheme lots may, subject to compliance with the By-Laws, be reconfigured into 2 lots and common property and in such cases each reconfigured lot will form its own subsidiary community title scheme consisting of 2 lots and common property and within the subsidiary scheme each lot will have a lot entitlement of 1.

SCHEDULE C BY-LAWS**1 Dictionary**

Act	means the Body Corporate and Community Management Act 1997
Body Corporate	has the same meaning as in the Act
Building Covenants	means the building requirements contained in the by-laws and any further covenants approved by the Body Corporate in accordance with the by-laws
Committee	has the same meaning as in the Act
Commissioner	has the same meaning as in the Act
Common Property	has the same meaning as in the Act and includes, where the context and law permits, the common property of Blue Lagoon Trinity Beach CTS 34643
Invitee	any person on the Scheme Land with the permission of an Occupier
Lot	has the same meaning as in the Act
Occupier	an Owner, tenant, licensee, or any person resident on a Lot
Owner	has the same meaning as in the Act

Scheme Land has the same meaning as in the Act, and
Window Covering curtain, blind, venetian or roller shade.

2 Rules for Interpretation

2.1 In these bylaws unless the context indicates a contrary intention:

- (1) words denoting any gender include all genders;
- (2) the singular number includes the plural and vice versa;
- (3) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;
- (4) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- (5) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (6) references to any legislation includes any legislation which amends or replaces that legislation;
- (7) headings are included for convenience only and will not affect the interpretation of these by-laws;
- (8) a reference to any thing includes the whole or each part of it, and
- (9) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

3. Noise

3.1 An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

4. Vehicles

4.1 An Occupier must not park any vehicle upon Common Property except:

- (1) with the consent in writing of the Body Corporate Committee; or
- (2) where authorised by an exclusive use by-law

4.2 Driveways, paths, or other common property are not to be obstructed by any Occupier or used for any purpose other than for the reasonable passage to and from an Owner's lot or the parking areas provided. An Occupier shall not drive or permit a vehicle to be driven on any part of the Common Property which is of such a weight as may cause damage to improvements on the Common Property or any buildings erected on the parcel

4.3 Vehicles must not be driven at speeds in excess of 10 kph whilst on Common Property.

5. Obstruction

5.1 An Occupier must not obstruct lawful use of Common Property by any other person.

6. Damage to Lawns etc on Common Property

6.1 An Occupier must not:

- (1) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
- (2) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

7. Damage to Common Property

7.1 An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property except with the consent in writing of the Body Corporate Committee.

8. Depositing Rubbish, etc on Common Property

8.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the Common Property.

9. Garbage Disposal

9.1 The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.

9.2 The Occupier must:

- (1) comply with all local government local laws about disposal of garbage, and
- (2) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

10. Behaviour of Invitees and Owners

10.1 Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.

10.2 Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

11. Keeping Animals

11.1 Subject to Section 181 of the Act, an Occupier must not, except with the consent of the Body Corporate Committee bring or keep an animal on the Lot or the Common Property or permit an Invitee to bring or keep an animal on the Lot or the Common Property

11.2 The Body Corporate Committee consents to the keeping of a domestic animal as a pet provided:

- (1) the animal is properly enclosed or restrained within the Lot;
- (2) the animal is controlled by a suitable leash or restraint when on Common Property;
- (3) the Occupier removes any faeces from the Common Property;
- (4) the animal does not cause a nuisance or disturbance to other Occupiers.

11.3 The consent of the Body Corporate Committee may be:

- (1) given on conditions (in addition to those above); and

- (2) withdrawn at any time.

12. Building Work & Building Covenants

- 12.1 This by-law contains Building Covenants setting out the requirements for building on Lots. The Committee may, from time to time, make further building covenant requirements to the extent that the same are not inconsistent with the building covenants contained in this by-law.
- 12.2 An Owner may not carry out any building work on a Lot except in accordance with the Building Covenants.
- 12.3 Subject to this by-law, an Owner or Occupier shall not carry out any building work on a Lot (including any alteration to the exterior of a building constructed on the Lot) without the approval of the Committee.
- 12.4 An Owner or Occupier may carry out cosmetic work (such as painting) to the exterior of a building constructed on a Lot consistent with the maintenance of the original design and colour scheme of that building without first obtaining approval of the Committee.
- 12.5 Application to the Committee for approval must be made in such form and containing such information as may be approved by the Committee from time to time.
- 12.6 The Committee must approve an application where the same complies with these by-laws but may impose conditions which are reasonable and relevant in all the circumstances, including conditions relating to the duration of the building work.
- 12.7 The Building Covenants are as follows

The following Building Covenants are applicable for the purposes of the by-laws:

(1) Architectural style:

The design, colours and materials of dwellings and outbuildings should generally reflect contemporary, tropical North Queensland beachside architecture. A combination of lightweight clad and rendered masonry walls with terracotta or pre-finished steel roofs are preferred. The introduction of textures, recesses, screens and cladding structures are encouraged to reduce the apparent mass of buildings.

(2) Site requirements:

- (a) Lots 1 to 6 and 8 to 13 may be used for single or dual occupancy purposes, subject to all legal requirements being met.

Lot 7 is limited to single occupancy purposes at the date of this community management statement, but may be used for dual occupancy purposes subject to all legal requirements being met.

- (b) Building height is limited to two storeys of residential accommodation, subject to all legal requirements being met.

- (c) The following building sizes apply:

1. Single dwelling houses: minimum of 200m² exclusive of garages and outdoor living areas;
2. Dual occupancy buildings: minimum of 125m² exclusive of garages and outdoor living areas
3. Total building footprint (including garages, sheds and other built structures) must not exceed 50% of area of the Lot

- (d) Where a proposed building is greater than one storey in height, it must be designed in such a way that it:

1. is not subject to privacy infringements when viewed from adjacent properties; and
2. does not infringe upon the privacy of adjacent properties when viewed from windows and balconies situated on the second or higher storey.

- (e) Building set-backs are as follows:

1. Front boundary: 6.0 meters;
2. Side boundaries: 1.5 meters;
3. Rear boundaries: Lots 1-12: 5.0 meters. Lot 13 : 3.0 meters

(f) Exceptions to building set-backs:

1. roof eaves and decks may project up to 1.0 meter from relevant set-back line;
2. entry structures may be built to the front boundary;
3. unroofed pergolas may extend up to 3.0 meters into front and rear set-back lines, and may be built to side boundaries;
4. single occupancy garages may extend to a side boundary and one of the following may extend up to 3.0 meters into the front set-back – either garages with entry doors facing a side boundary or courtyards designed as an integral part of the dwelling (including in respect of materials and finish);
5. dual occupancy garages should extend to a side boundary, another wall should be within 1.5 meters of the front boundary and the entry door for each garage should face each other

- (g) An additional setback of 0.5 metres for side boundaries (i.e. in addition to other lawful setback requirements) will apply to any part of a building protruding above 4.5 metres of the lowest floor level of the ground floor of the building.

(3) Residential design

(a) General Principles:

Building designs and materials should be considerate of the local climate conditions by minimising solar heat gain and encouraging ventilation from prevailing cooling breezes.

(b) Materials and Colour Selection

Exterior Walls – Masonry and lightweight framed wall structures can be approved. Render or other approved texture coated materials applied to masonry block or fibrous cement sheeting can be approved. Timber finishes can be approved. Composite construction methods utilising a combination of materials that feature one of those materials listed above are encouraged. Applications for the use of other materials will be considered on their architectural merits. Bare, painted or pre-coloured concrete blocks will not be permitted.

(c) Roof Materials

Colour bond or tiled roofs with a minimum pitch of 25 degrees and displaying sensitivity to the climate and aesthetic requirements of the dwelling are encouraged.

Alternative roof designs with architectural merit will be considered.

Galvanised iron, zinc or aluminium-coated steel and corrugated cement fibre sheeting can only be considered as either wall or roof cladding where used as an architectural feature and not the principal visual material

Roof colours should be considerate of potential glare problems towards neighbouring properties. Light colours are encouraged to promote thermal comfort.

(d) Colour

Colours, generally, should be typical of those traditionally used in tropical climates and beachside environments. i.e. Generally muted to earthy tones except for small vibrant highlights.

(e) Garages

Garages are to be integrated into the overall style of the building and wherever possible not be the dominate feature of the façade. Garages aligned parallel to the street are encouraged. Doors should be fitted to the front of garages to ensure that household effects are not visible from the street. Accommodation for two cars is required for each dwelling.

(f) Ancillary Structures

Air conditioners: Air conditioner compressors must be located near ground level and behind boundary fences so that they are screened from public view and minimise noise to adjacent properties. Only split system air conditioners are permitted

TV Antennae and Satellite Dish: Those requiring external installation should be located so as to minimise visual impact to the streetscape and/or lagoons cape.

Solar Water Heaters: Solar panels may be located on the roof of the dwelling, garage or accessory structure and be flush with the roof finish. Remote storage tanks are encouraged for panels on roof facades facing the street or lagoon.

Clotheslines: Clotheslines must be installed in a well-screened location, preferably at one side of the dwelling to minimise visual intrusion to the street front, lagoon front, secondary thoroughfare or common areas. Foldaway or retractable clotheslines are preferred.

Signs: Signs and hoardings advertising products and businesses will not be permitted on Lots. Display home signage may only be erected with the prior approval of the committee. Signs advertising the sale of land or house and land packages may only be erected on vacant Lots with the prior approval of the committee.

Letterboxes: Letterboxes should be of masonry, stone or timber construction located adjacent to the driveway on the street boundary of the Lots and conforms to Australia Post Preferred Standards.

Bin Storage: Rubbish bins must be stored in enclosed or screened areas not visible from the street, lagoon or secondary thoroughfare.

(4) GARDEN DESIGN

(a) Existing Vegetation

Where trees have been retained on your Lot, written approval from The committee is required to remove any trees before or after construction of your dwelling or ancillary structures.

(b) Retaining Walls

Retaining walls should be shown on the site plan when seeking design approval. Materials that complement the natural and/or landscaped environment are encouraged. Small terraces integrated with garden design are encouraged. No earthworks shall be undertaken without prior approval, where excavation or fill will exceed 0.5 metres from the present surface level of the property.

(c) Fences

Fencing between adjoining Lots shall generally be to a maximum height 1.8 meters and be constructed of rendered masonry, stone, painted or stained hardwood timber or a composite of two or more of these materials.

Side fences may not project forward of the front alignment of the building without approval from the committee. If approved forward of the building alignment the approved height must not be greater than 1.8 meters.

Side fences and lagoon front fences within the 5.0 meter lagoon setback line must not exceed 1.3 meters in height and should be constructed of powder-coated metal tubular design of either black or silver colour, glass balustrade or of such other relatively inconspicuous material as approved by the committee.

Frontage fencing/gates must not be of greater height than the connecting side fencing and should generally be consistent with the connecting side fencing. Fences greater than 0.9 metres in height shall be permitted provided that at least 50% of the area thereof is not of solid configuration and the fencing does not exceed 1.8 meters in height. This fencing should enhance presentation to the street. Where no front fence is proposed, then a fence must be built in line with the building frontage to the side boundary using materials and construction compatible with the dwelling frontage to an appropriate height taking into account the side boundary fences. Alternative designs will be considered on their merits.

[Note: All fencing should form part of the application for dwelling approval and should be erected prior to occupation of the dwelling.]

(d) Driveways

Generally, only one driveway will be permitted to each Lot.

Driveways should not be wider than 5.0 meters at the street boundary of any Lot and are to be constructed to abut the layback kerb and channel to the street.

Driveway alignment and materials should form part of the application for dwelling approval and must be constructed prior to occupation of the dwelling. Driveways should be paved, exposed aggregate or stamped concrete.

(e) Sheds and Structures

For dual occupancy lots storage or garden sheds are to be incorporated into the garage or the building envelope.

For single house dwellings shed and other structures must be screened and must not be positioned between any boundary and the nearest setback lines.

Sheds (etc) less than 10m² in area will generally be permitted with wall and roof cladding in colour bond or similar.

All sheds (etc) exceeding 10m² in area should be constructed of materials that complement the dwelling. The roof pitch, colour and material should also match or complement the roof of the dwelling.

(f) Maintenance

Ongoing maintenance is essential to promote the desired character of the estate.

Residents are required to:

Keep and maintain all buildings, landscaping, lawns, trees, shrubs and gardens within their Lot in good order and condition.

Neither bring on to, nor allow to accumulate on their Lot, any weeds, rubbish or garbage or spoil or other material of unsightly or odorous nature.

Not install an incinerator or other article for disposal or storage of garbage except for a domestic rubbish bin.

Keep neighbouring road verges free of any items which may interfere with maintenance conducted by the body corporate.

Not park trucks or commercial vehicles in driveways or on the streets.

(5) APPROVAL PROCESS

- (a) The Covenants require buyers to obtain the approval of Body Corporate for any building works to be carried out, prior to any works commencing and prior to lodgement with the council.

To approve the design for a Lot, the Body Corporate will require 3 sets of plans of A3 size drawings consisting of:

SITE PLAN (showing the proposed location of buildings and earthworks)

FLOOR PLAN (showing the building layout with measurements)

4 ELEVATIONS (showing the appearance of the building from each side, including relevant dimensions and visual details)

A CROSS SECTION (showing details of boundary walls and gutter treatment)

SCHEDULE OF EXTERIOR COLOURS AND MATERIALS

FENCING AND DRIVEWAY DETAILS

RETAINING STRUCTURES

APPLICATION FORM [as follows]

Blue Lagoon Villas

**BUILDING COVENANTS
APPLICATION FOR APPROVAL**

Process for Assessment

Please complete the following application form and submit to the Body Corporate, together with three (3) copies of the drawings listed below, for assessment. Following approval by the Body Corporate the drawings will be stamped and two (2) copies returned to the applicant. One (1) approved copy of the drawings must be presented by the owner to the Local Authority when applying for Application to Build.

Lot Number:

Street Address:

OWNER'S Surname:

Given Names:

Tel Number: Home

Work

Mobile

Facsimile Number:

BUILDER'S Name:

Tel Number:

Facsimile Number:

APPLICANT'S Name:

Tel Number:

Facsimile Number:

INFORMATION TO ACCOMPANY APPLICATION

Gross floor of building m².

Site Plans

Floor Plans

Elevations

Sections

Schedule of External Colours and Materials

Fencing Driveway and Retaining Structures Details

Please ensure all the requested information is submitted to facilitate assessment.

APPLICANT'S

Name.....Signature.....Date.....

13. Storage of Flammable Liquids etc.

- 13.1 An Occupier must not bring to, do or keep in their Lot, anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

14. Right of Entry

- 14.1 An Occupier on receiving at least 7 days notice from the Body Corporate Committee (except in the case of an emergency when no notice is to be given) is to allow the Body Corporate Committee or any of its contractors, sub-contractors, workmen or other persons authorised by it right of access to the lot for the purpose of carrying out works or effecting repairs to mains, pipes, wires, water connections, sewerage connections, drainage, gas, electricity, telephone and other systems or services whether to the lot or any adjoining lot.

15. Instructions to Contractors, etc

- 15.1 The Occupier of any lot shall not directly instruct any contractor or workman employed by the Body Corporate Committee unless expressly authorised to do so.

16. Use of Lots

- 16.1 Lots 2 – 13 shall be used only for residential purposes.
- 16.2 Lot 1 may be used for the following purposes:
- (a) residential purposes:
 - (b) carparking purposes restricted to the area identified as Lease A on SP 201259 (subject to all lawful approvals being obtained and being in force at the time of such use)

17. Maintenance of Lots

- 17.1 Each Owner is to be responsible for maintaining their lot and ensuring that it is kept maintained so as not to be offensive in appearance to the other lots through the accumulation of excess rubbish or otherwise

18. Use of Recreational Facilities

- 18.1 The recreational facilities on the Common Property (if any) must not be used between 10pm and 6am without the prior approval of the Body Corporate Committee.

19. Recovery by Body Corporate

- 19.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

20. Power of the Committee

- 20.1 The Committee may make rules relating to the Common Property consistent with these by-laws and such rules shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a resolution of the Committee or of the Body Corporate.

21. Reconfiguration of Lots

- 21.1 Lots may be reconfigured into 2 lots with common property without Body Corporate approval, subject to the Owner concerned meeting all costs associated with the reconfiguration, including any works required to the Lot or the common property as a condition of the reconfiguration.

- 21.2 In the event that the reconfiguration of a Lot results in the Body Corporate reasonably incurring any cost (by way of example, as a result of the requirement for the Body Corporate to record a new Community Management Statement), the Owner concerned shall be responsible for meeting or reimbursing the Body Corporate's cost.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The attached services location diagram shows the location of utility infrastructure (sewers, water supply, electricity, telecommunications and stormwater drainage) within the Scheme Land. The Lots and common property are subject to a statutory easement in accordance with s68 of the Act and Part 6A (Division 5) of the Land Title Act as appears in the following table in respect of that utility infrastructure.

Lot on Plan	Statutory Easement	Services Location Diagram
Common Property	water supply electricity	Diagram A Diagram D
Lot 1 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 2 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 3 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 4 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 5 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 6 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D
Lot 7 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 8 on SP 173572	water supply sewerage	Diagram A Diagram B

	stormwater electricity telecommunications	Diagram C Diagram D Diagram E
Lot 9 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 10 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 11 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 12 on SP 173572	water supply sewerage stormwater electricity telecommunications	Diagram A Diagram B Diagram C Diagram D Diagram E
Lot 13 on SP 173572	water supply sewerage stormwater electricity	Diagram A Diagram B Diagram C Diagram D

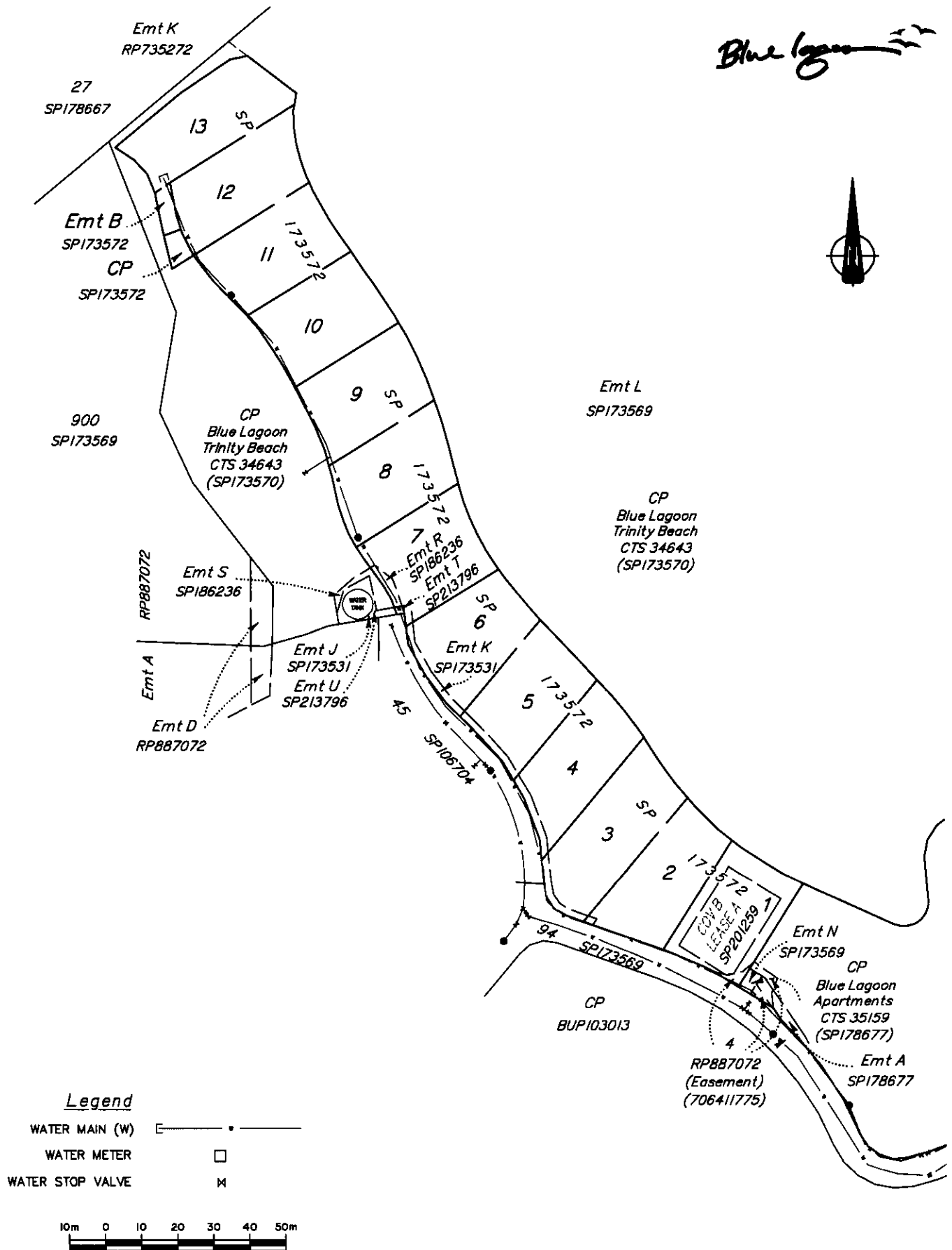
In addition, Lots and common property are burdened by and have the benefit of statutory easements as provided for in Sections 115O, 115P and 115S of the Land Title Act .

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

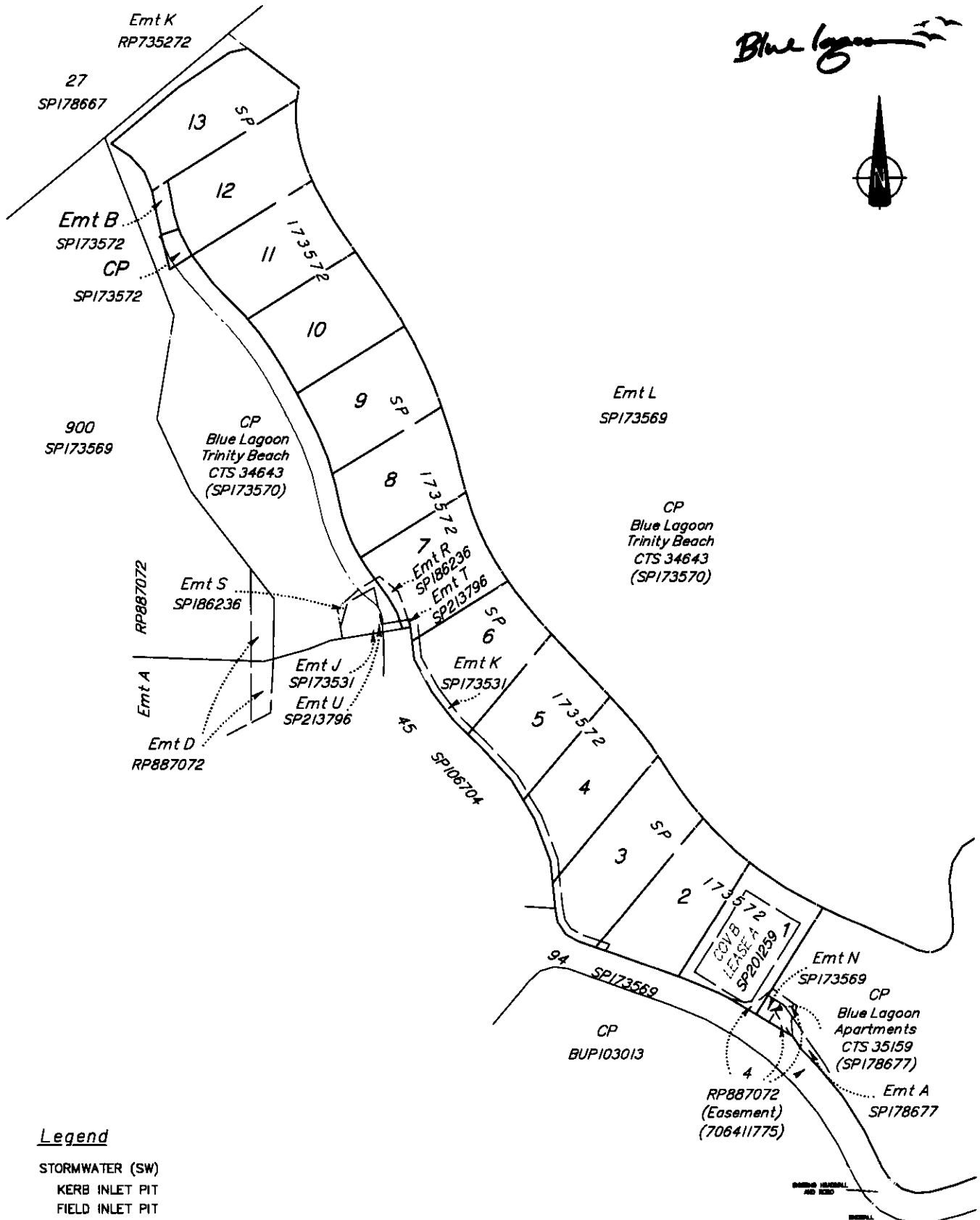
SERVICE LOCATION DIAGRAM-WATER RETICULATION
IN LOTS 1-13 AND COMMON PROPERTY ON SP173572

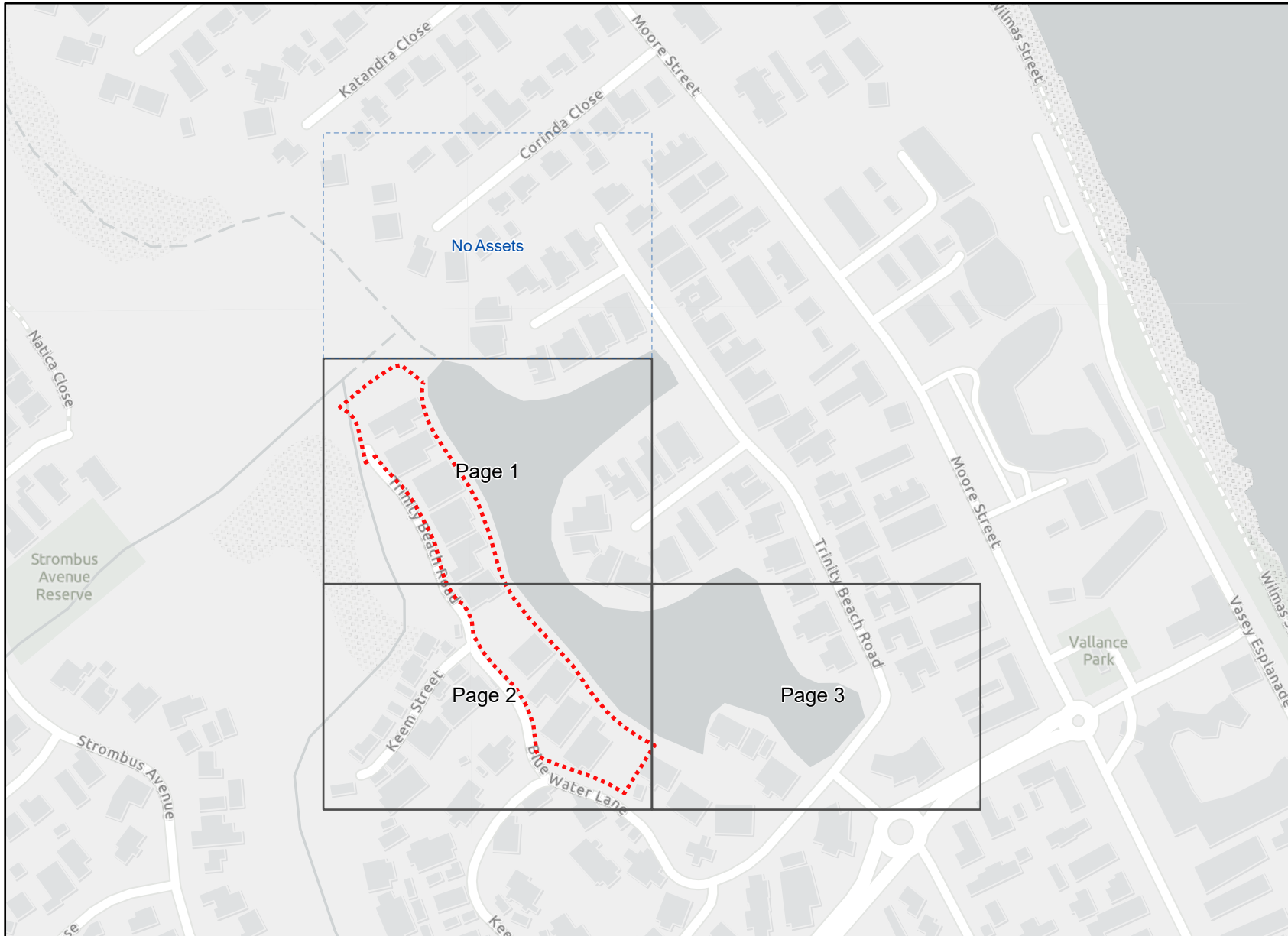
Blue Lagoon



SERVICE LOCATION DIAGRAM-STORMWATER RETICULATION
IN LOTS 1-13 AND COMMON PROPERTY ON SP173572

Blue Lagoon





Legend

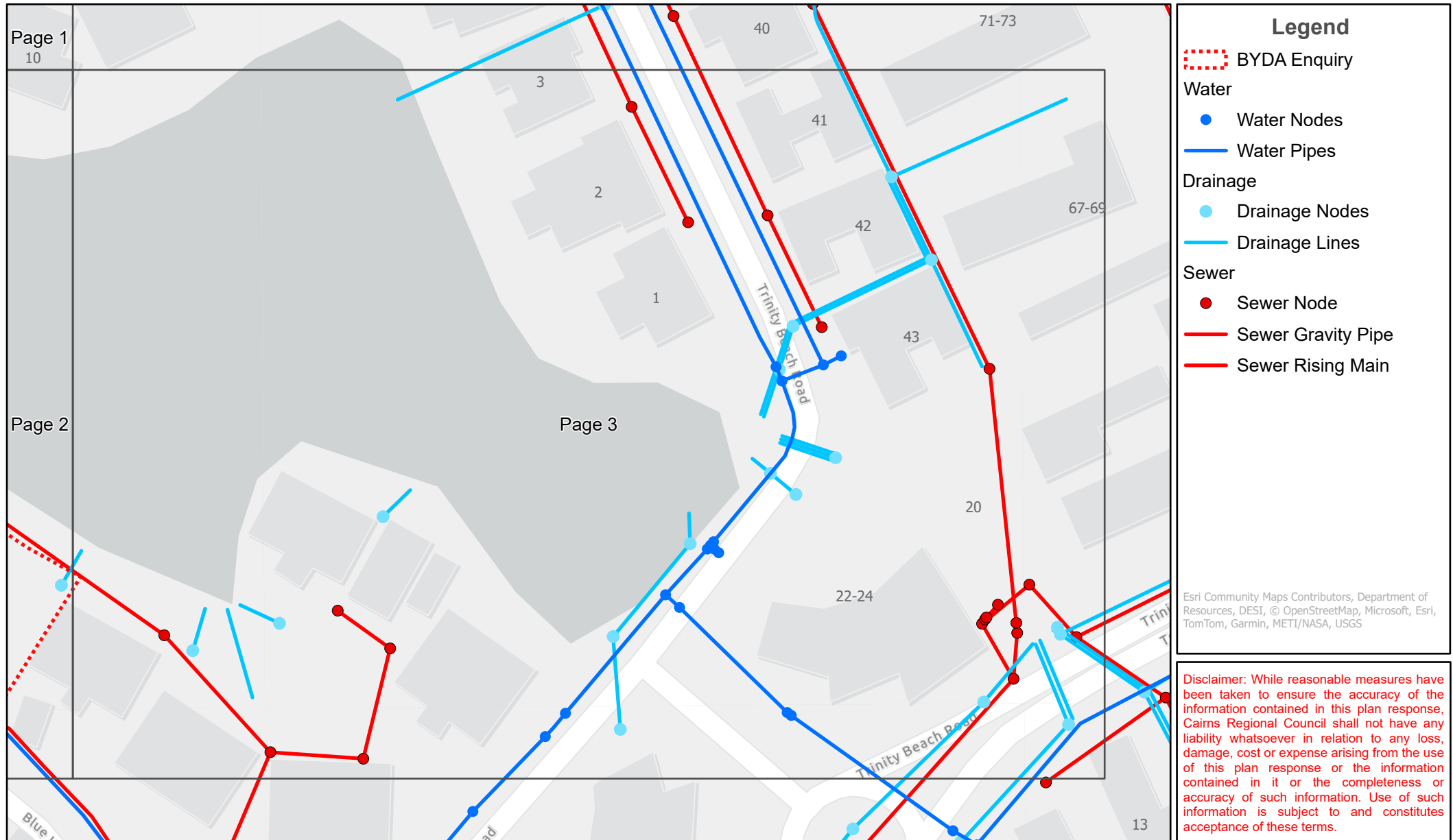
-  BYDA Enquiry
-  Detailed map page
-  No dig site assets

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

Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, Cairns Regional Council shall not 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: 277105378
Date: 03/08/2026

Scale: 1:1463
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 Ergon Energy Network 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: 277105378
Date: 03/08/2026

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: 277105378
Date: 03/08/2026

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

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network 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: 277105378
Date: 03/08/2026

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

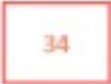
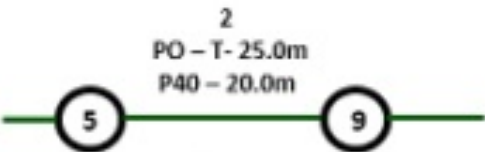
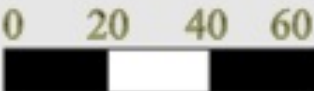


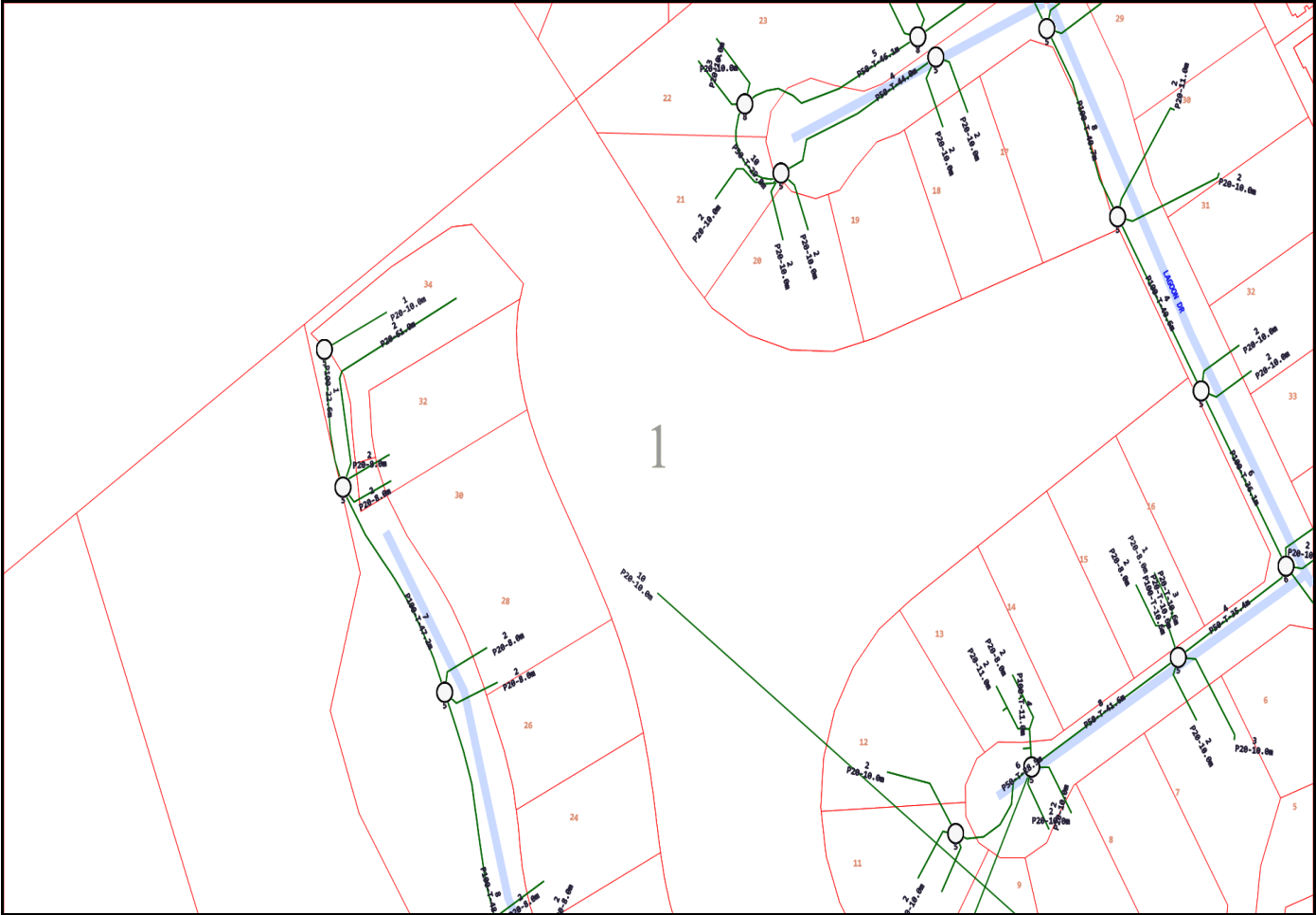
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response 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.

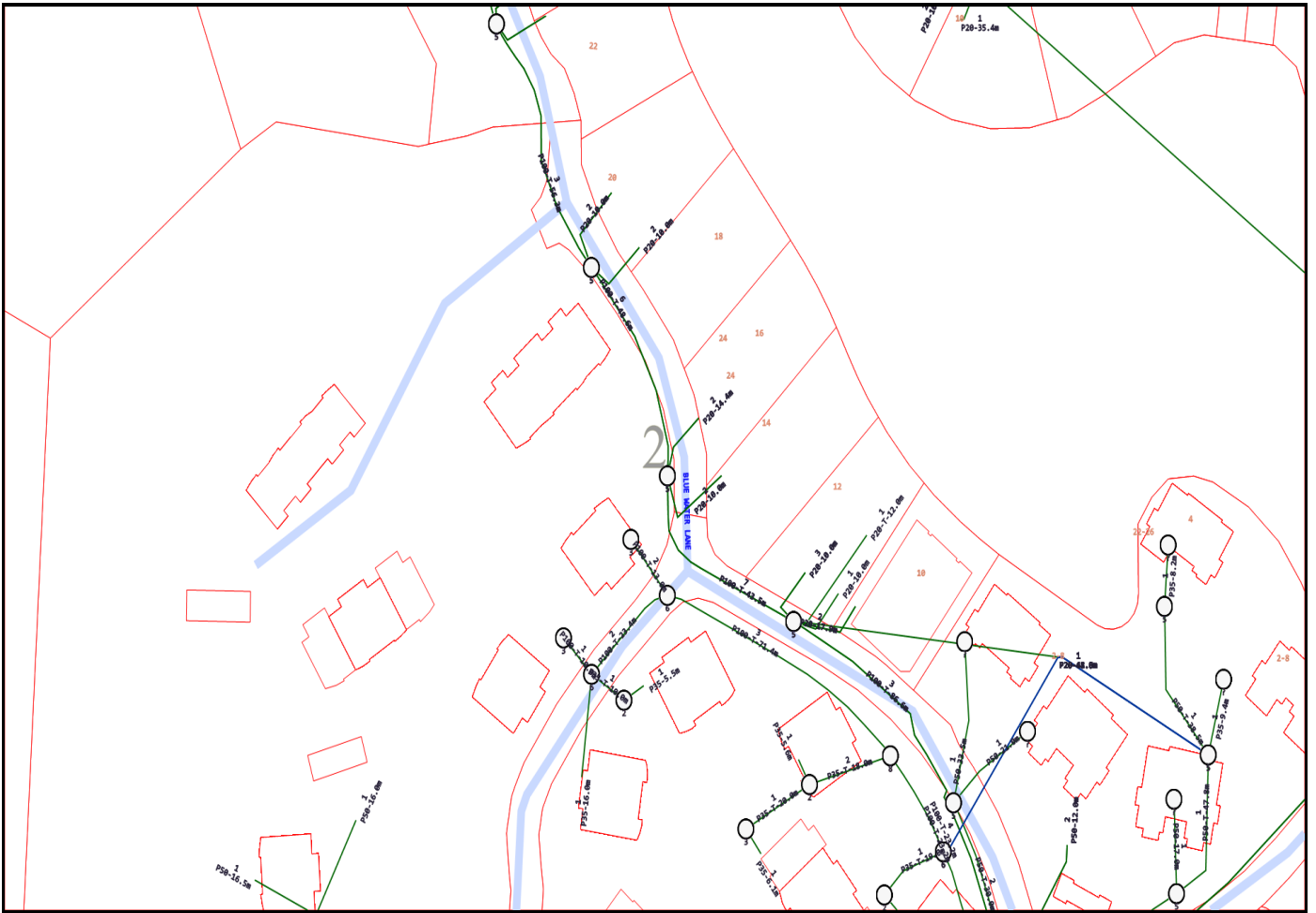


LEGEND



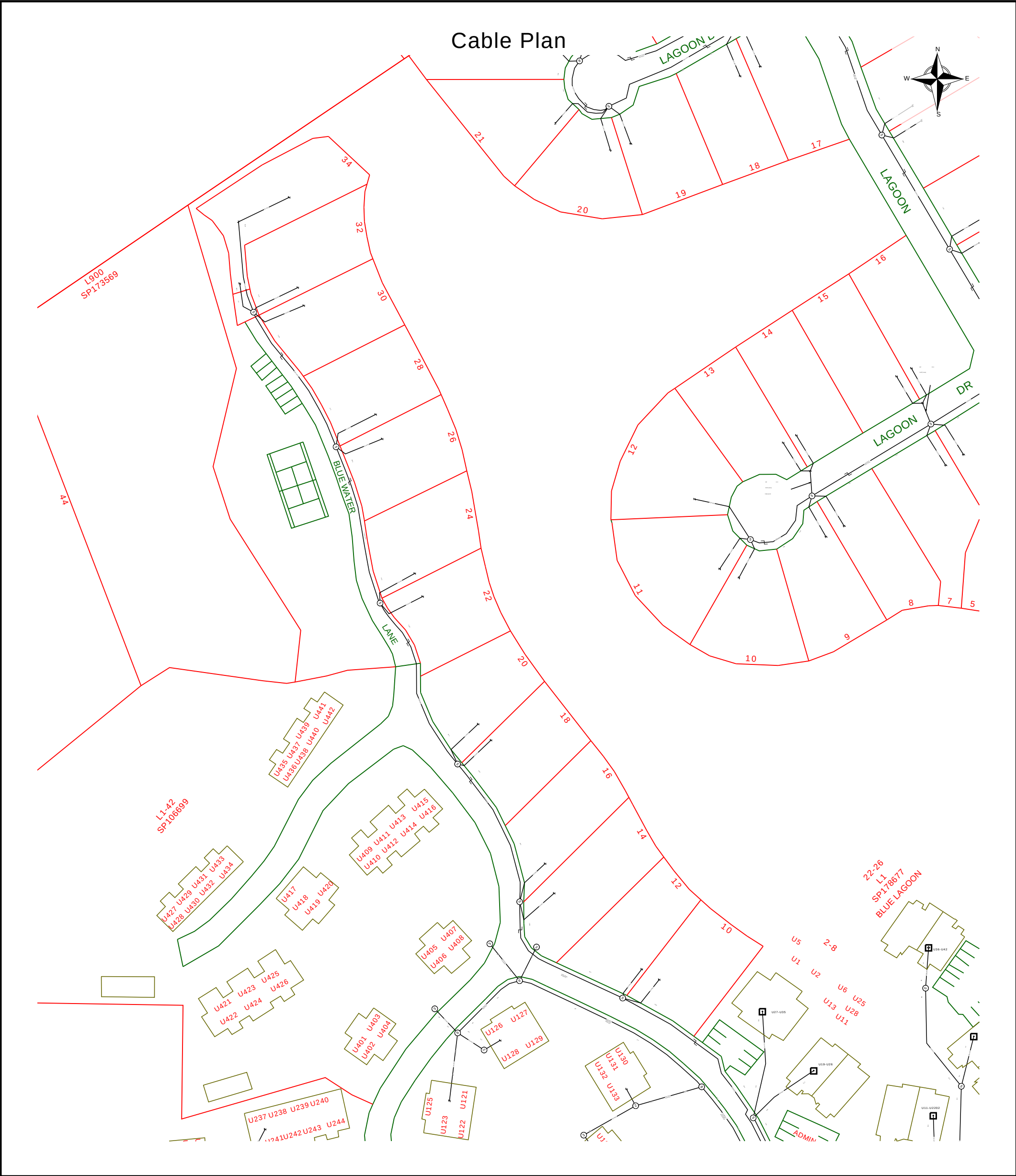
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40)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





Emergency Contacts

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

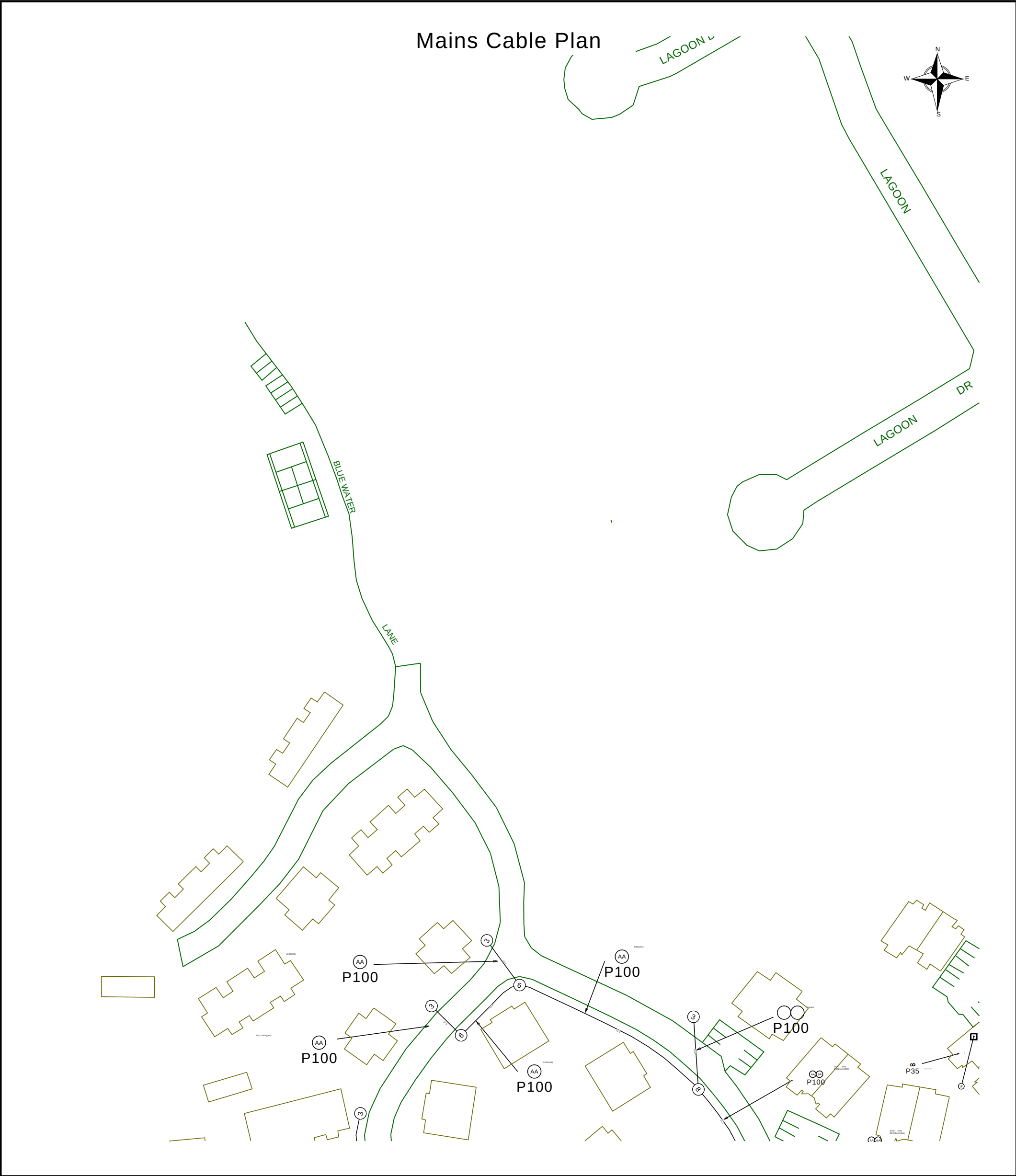


	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 277105379
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 03/08/2026 09:25:24		Please read Duty of Care prior to any excavating

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

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

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



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra- Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 277105379
	TELSTRA LIMITED A.C.N. 086 174 781	Please read Duty of Care prior to any excavating
	Generated On 03/08/2026 09:25:25	

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

WARNING

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

Page 2 of 2

LEGEND



	Leadin terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange 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

Single to Multiple Round Conduit Configurations 1,2,4,9 respectively
(attached text denotes conduit type and size)

Multiple Square Conduit configurations 2,4,6 respectively
(attached text denotes conduit type and size)

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

One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6 pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route.

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along the same route.

5

→ Roadside / Front Property Boundary

← 2 pair Leadin to property from 5 pit in street

← O59 Pair Working (pair ID O59)

← 1 DEAD 1 pair Dead (i.e.: spare not connected)

→ Side / Rear Property Boundary

107 ← Property Number

The 5 Ps of Safe Excavation

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

Plan Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.	Prepare Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.	Pothole Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.	Protect Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.	Proceed Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.
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