Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Seller disclosure statement

Queensland Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller	**CHRISTINA BIRGITTA HANSSON**
Property address (referred to as the "property" in this statement)	**112/3143 ESK - HAMPTON ROAD, RAVENSBOURNE QLD 4352**
Lot on plan description	**112/SP114281**

Community titles scheme or BUGTA scheme:

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

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

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

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

Title details	**The seller gives or has given the buyer the following—**	
	A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.	☒ **Yes**
	A copy of the plan of survey registered for the property.	☒ **Yes**

Registered encumbrances

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 to affect the property after **settlement**. ☒ **Yes** ☐ **No**

Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.

Unregistered lease (if applicable)

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

» the start and end day of the term of the lease: Holiday/Short Term Letting Agreement (attached)

» the amount of rent and bond payable: Holiday/Short Term Letting Agreement (attached)

» whether the lease has an option to renew: Holiday/Short Term Letting Agreement (attached)

Other unregistered agreement in writing (if applicable)

If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes**

Unregistered oral agreement (if applicable)

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

Statutory encumbrances

There are statutory encumbrances that affect the property. ☒ **Yes** ☐ **No**

If **Yes**, *the details of any statutory encumbrances are as follows:*

As per Annexed Before You Dig Search

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)*

Note—Under 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 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*: Rural		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ **Yes**	☒ **No**
	The lot is affected by a notice of intention to resume the property or any part of the property. *If* **Yes**, *a copy of the notice, order, proposal or correspondence must be given by the seller.*	☐ **Yes**	☒ **No**

* *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**
Trees	There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. *If* **Yes**, *a copy of the order or application must be given by the seller.*	☐ **Yes**	☒ **No**
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**
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	☐ **Yes**	☒ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ **Yes**	☒ **No**
	Pool compliance certificate is given.	☐ **Yes**	☐ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☐ **No**

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ **Yes**	☒ **No**
	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.		

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.	☐ **Yes**	☒ **No**
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ **Yes**	☒ **No**
	*If **Yes**, a copy of the notice or order must be given by the seller.*		

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: $733.9 Date Range: 01/07/2026 - 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: No Water Connected OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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 given to the buyer. **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.	☒ **Yes**	
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 given to the buyer. *If* ***No***— An explanatory statement is given to the buyer that states: » 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.	☒ **Yes** ☐ **Yes**	☐ **No**
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. *If* ***No***— An explanatory statement is given to the buyer that states: » 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.	☐ **Yes** ☐ **Yes**	☐ **No**

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Signatures – SELLER

Signed by:
907E79D5819A45C...

Signature of seller

Signature of seller

Christina Birgitta Hansson

Name of Seller

Name of Seller

21/9/2026

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Titles QUEENSLAND

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**50246834**	**Search Date:**	15/09/2026 15:12
Date Title Created:	03/12/1998	**Request No:**	57643904
Previous Title:	50244281		

ESTATE AND LAND

Estate in Fee Simple

LOT 112 SURVEY PLAN 114281
Local Government: TOOWOOMBA

COMMUNITY MANAGEMENT STATEMENT 26298

COMMUNITY MANAGEMENT STATEMENT 26250

REGISTERED OWNER

Dealing No: 717084808 22/02/2016

CHRISTINA BIRGITTA HANSSON

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 18796065 (Lot 11 on RP 230010)

2. MORTGAGE No 717084809 22/02/2016 at 15:28
COMMONWEALTH BANK OF AUSTRALIA A.B.N. 48 123 123 124

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

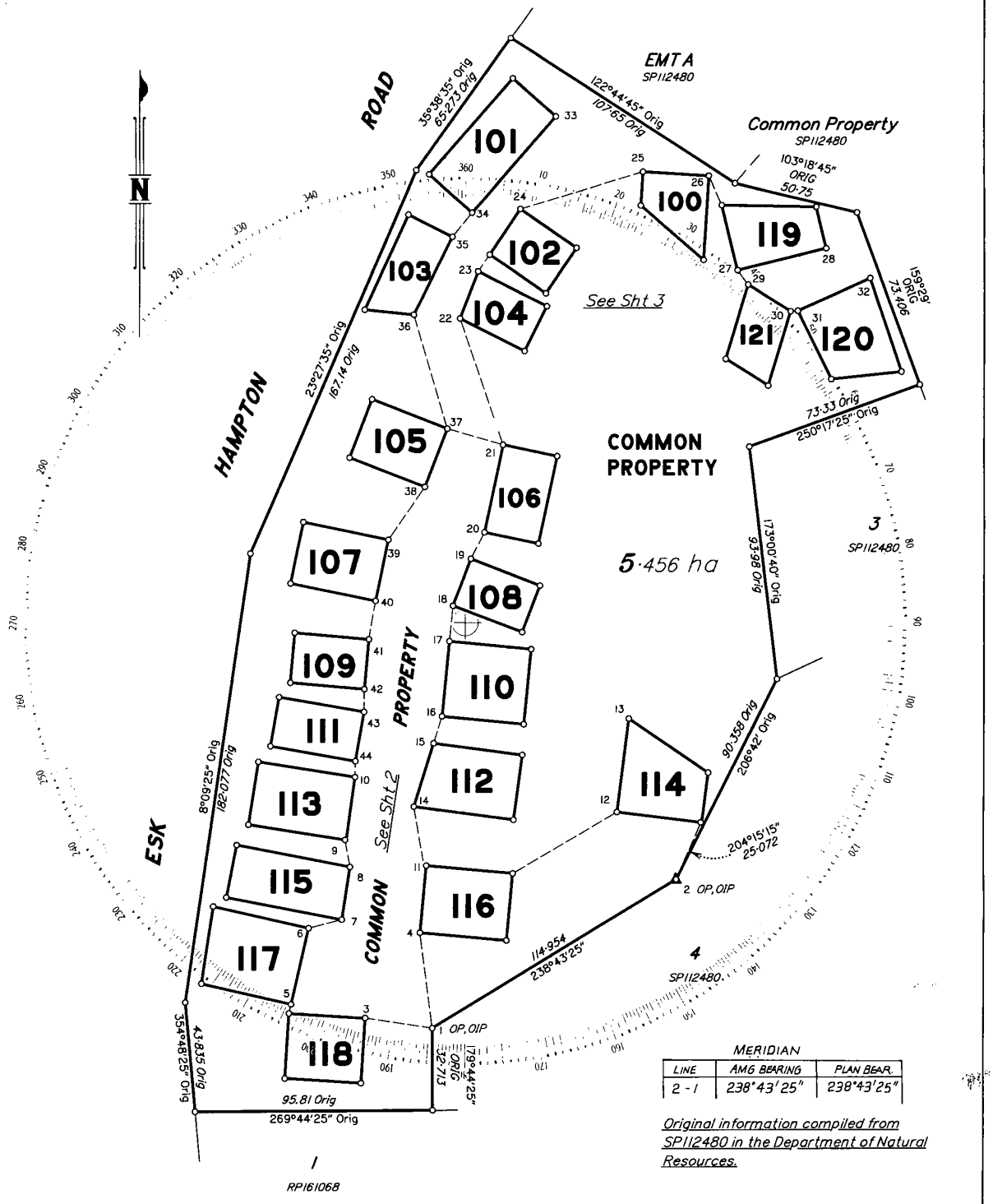
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ INFOTRACK PTY LIMITED

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Land Title Act 1994 : Land Act 1994
Form 2i Version 2

SURVEY PLAN

Sheet 1 of 3



MERIDIAN

LINE	AMG BEARING	PLAN BEAR.
2 - 1	238°43'25"	238°43'25"

Original information compiled from SP112480 in the Department of Natural Resources.

0m 75m 150m 225m

0 50mm 100mm 150mm

State copyright reserved.

Plan of Lots 100 - 121 & Common Property

Cancelling Lot 5 on SP112480

PARISH: BUARABA COUNTY: Cavendish

Meridian AMG Zone 56 F/N's NO

Scale: 1:1500

Format: STANDARD

SP114281

Plan Status

I, Brian Victor HAWTHORNE, hereby certify that I have surveyed the land comprised in this plan personally, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 27/10/98.

Licensed Surveyor

Date 5/11/98

Copyright protects the plan/s being ordered by you. Unauthorised reproduction or amendments are not permitted.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

703014307

$1405.00
18/11/1998 09:38

BE 400 NT

Registered

5 Lodged by
Westside Legals for
The Property Lawyers
consent (45)
(Include address, phone number, reference, and Lodger Code)

1 Certificate of Registered Owners or Lessees.

I/We Bangalla Estates Pty Ltd ACN 010 582 260

(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~~

BANGALLA ESTATES PTY LTD ACN 010 582 260 THE COMMON SEAL OF

Director

Director

* Rule out whichever is inapplicable

2 Local Government Approval.

* CROWS NEST SHIRE COUNCIL hereby approves this plan in accordance with the provisions of the Local Government Act 1993, the Local Government (Planning and Environment) Act 1990 and all Local Laws

Dated this Sixth day of November, 1998

Mayor #

Chief Executive Officer #

* Insert the name of the Local Government
# Insert designation of signatory or delegation
% Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990

3 Plans with Community Management Statement :
CMS Number : 26296 Palm Trees
Name : RAVENSBOURNE ~~PARK~~ ESTATES

4 References :
Dept File :
Local Govt :
Surveyor :

6

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
	5	SP112480	100-121& Common Property		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
	100-121 & ~~Common Property~~	

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited

~~SURVEY FEE~~
~~$105~~ REQUISITION FEE
= 1 DEC 1998
Paid Vide No. BE-61-2954

Orig	Lots
82	100-121 & Common Property

7 Portion Allocation :

8 Map Reference :
9343-31321

9. Locality :
BUARABA

10. Local Government :
CROWS NEST S.C.

11. Passed & Endorsed :
By : B.V.Hawthorne
Date : 5/11/98
Signed :
Designation : Accredited

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

Licensed Surveyor/Director * Date
* delete words not required

13 Lodgement Fees :

Survey Deposit	$420
Lodgement	$87
22 New Titles	$990
Photocopy	$6
Postage	$
TOTAL	$1405

14 Insert Plan Number SP114281

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

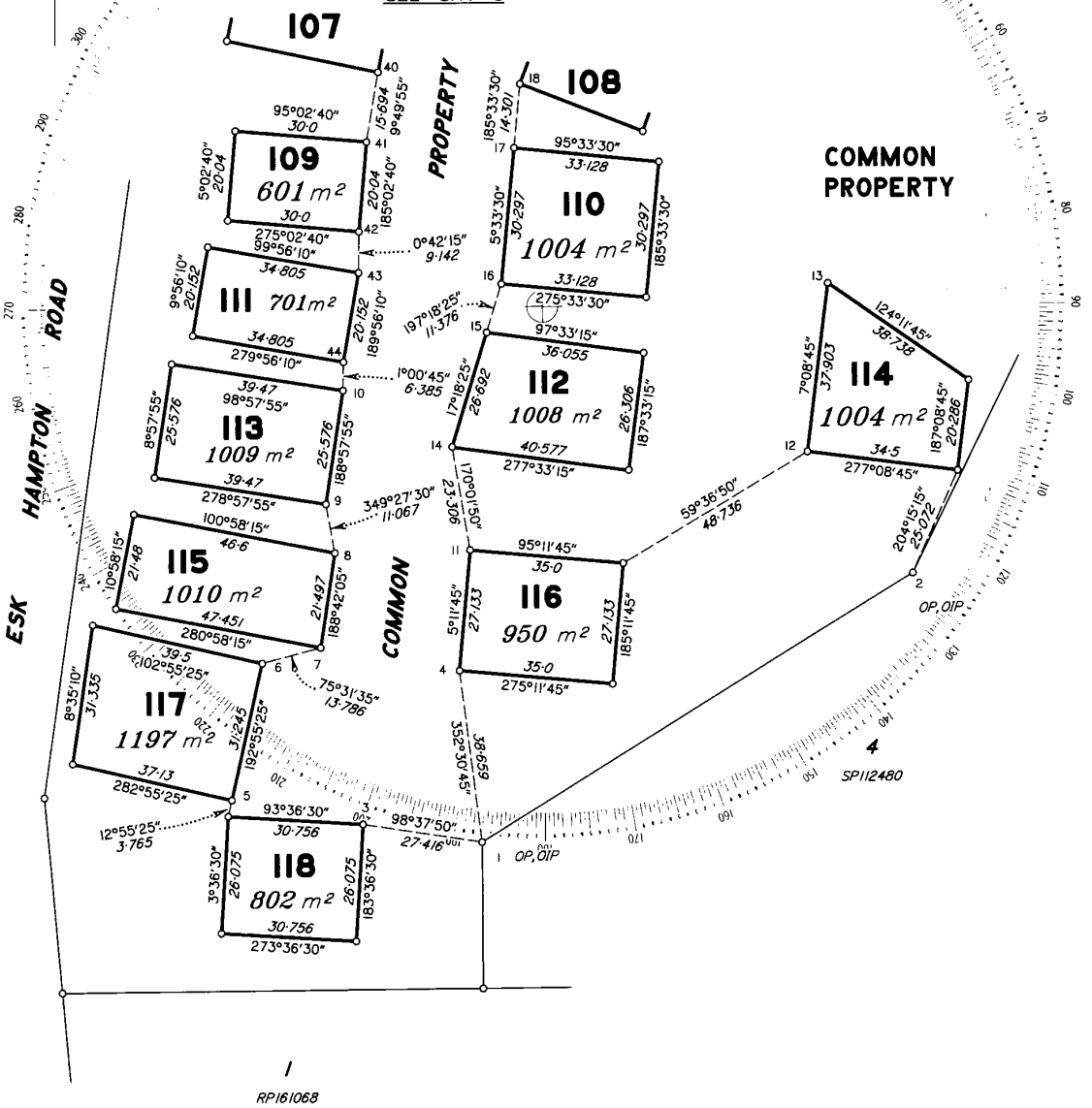
ADDITIONAL SHEET

Sheet 2 of 3

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	SP112480	58°43'25"	1·112
2	OIP	SP112480	238°43'25"	1·269
3	Pin		97°11'20"	0·963
4	Pin		170°59'30"	0·96
5	Pin		192°55'25"	0·875
6	Pin		192°55'25"	1·19
7	Pin		8°42'05"	1·05
8	Pin		349°27'30"	0·995
9	Pin		188°57'55"	0·97
10	Pin		8°57'55"	1·03
11	Pin		5°11'45"	0·965
12	Pin		7°08'45"	1·015
13	Pin		7°08'45"	0·972
14	Pin		17°18'25"	1·025
15	Pin		17°18'25"	1·075
16	Pin		185°33'30"	0·835
17	Pin		5°33'30"	0·99
41	Pin		9°49'55"	1·713
42	Pin		275°02'40"	2·22
43	Pin		279°56'10"	2·376
44	Pin		279°56'10"	1·938

SEE SHT 3



SCALE 1:1000

50m 100m 150m

State copyright reserved

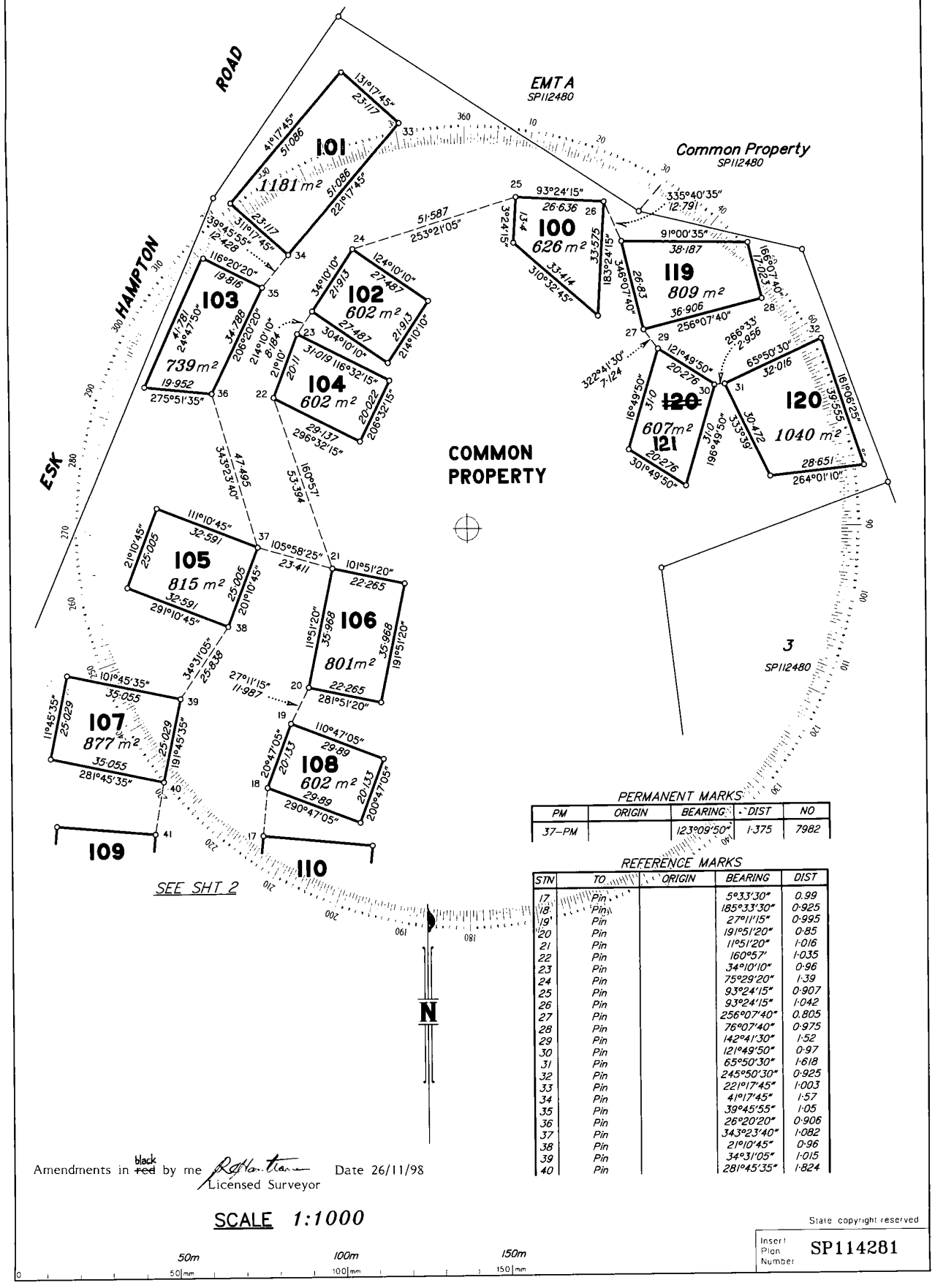
Insert Plan Number SP114281

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

ADDITIONAL SHEET

Sheet 3 of 3



PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
37–PM		123°09'50"	1·375	7982

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
17	Pin		5°33'30"	0.99
18	Pin		185°33'30"	0·925
19	Pin		27°11'15"	0·995
20	Pin		191°51'20"	0·85
21	Pin		11°51'20"	1·016
22	Pin		160°57'	1·035
23	Pin		34°10'10"	0·96
24	Pin		75°29'20"	1·39
25	Pin		93°24'15"	0·907
26	Pin		93°24'15"	1·042
27	Pin		256°07'40"	0.805
28	Pin		76°07'40"	0·975
29	Pin		142°41'30"	1·52
30	Pin		121°49'50"	0·97
31	Pin		65°50'30"	1·618
32	Pin		245°50'30"	0·925
33	Pin		221°17'45"	1·003
34	Pin		41°17'45"	1·57
35	Pin		39°45'55"	1·05
36	Pin		26°20'20"	0·906
37	Pin		343°23'40"	1·082
38	Pin		21°10'45"	0·96
39	Pin		34°31'05"	1·015
40	Pin		281°45'35"	1·824

Amendments in ~~red~~ black by me [signature] Licensed Surveyor Date 26/11/98

SCALE 1:1000

0 50m 100m 150m

State copyright reserved

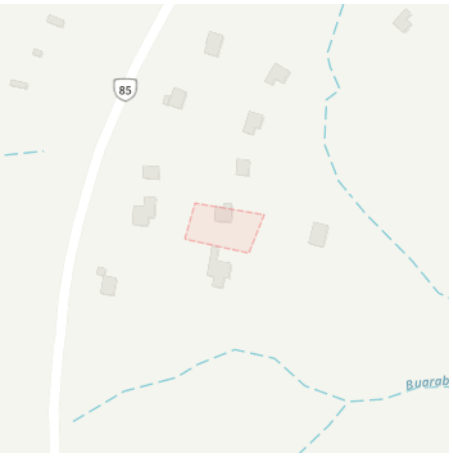
Insert Plan Number SP114281

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Job ID 54263163

Lot 112 Esk - Hampton Road

Review responses online



Received 3 of 3 responses

All responses received

Lot 112 Esk - Hampton Road,
Ravensbourne QLD 4352

Job dates
17/09/2026 → 17/09/2027

These plans expire on
15 Oct 2026

Lodged by
Chelsea McDonald

Authority	Status	Page
BYDA Confirmation		2
Ergon QLD	Received	4
Telstra QLD Regional	Received	45
Toowoomba Regional Council	Received	53

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Job No 54263163

BEFORE YOU DIG byda.com.au | Look up and Live

Zero damage - Zero harm - Zero disruption

byda.com.au

Contact Details

Contact	Contact number	Company	Enquirer ID
Chelsea McDonald	0499 418 278	Enterprise Legal	3732520

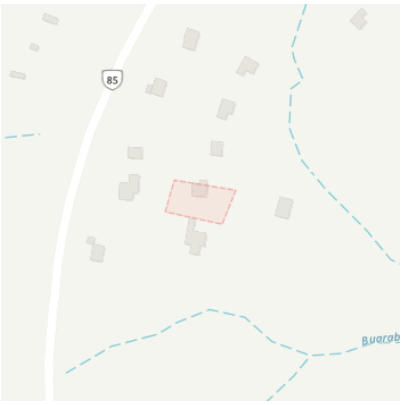
Email
chelsea@enterpriselegal.com.au

Address
11 Annand Street
Toowoomba City QLD 4350

Job Site and Enquiry Details

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

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
17/09/2026	17/09/2026	17/09/2027	Other Conveyancing	Design	Both Road, Nature Strip, Footpath	Conveyancing



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

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

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

User Reference	Address	Notes/description
Lot 112 Esk - Hampton Road	Lot 112 Esk - Hampton Road Ravensbourne QLD 4352	-

Your Responsibility and Duty of Care

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

Asset Owner Details

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

Referral ID (Seq. no)	Authority Name	Phone	Status
279557397	Ergon QLD	13 10 46	NOTIFIED
279557399	Telstra QLD Regional	1800 653 935	NOTIFIED
279557398	Toowoomba Regional Council	13 18 72	NOTIFIED

END OF UTILITIES LIST

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

The 5Ps of Safe Excavation

Plan

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

Prepare

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

Pothole

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

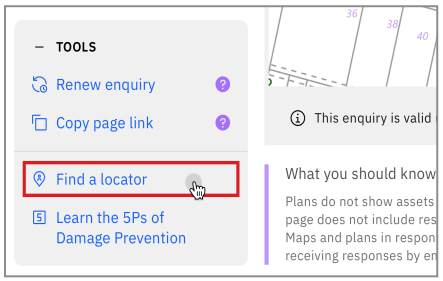
Protect

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

Proceed

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

Engage a skilled Locator



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

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

certloc.com.au/locators

Get FREE Quotes for Contractors & Equipment Fast

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

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

GET QUOTE

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

Book a FREE BYDA Session

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

To book a session, visit:
byda.com.au/contact/education-awareness-enquiry-form

BOOK NOW

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Job ID 54263163

Ergon QLD

Referral
279557397

Member Phone
13 10 46

Responses from this member

Response received Thu 17 Sep 2026 2.00pm

File name	Page
Response Body	5
279557397 - Ergon Energy Plan.pdf	8
Ergon Energy BYDA Terms and Conditions.pdf	9
Working Near Overhead and Underground Electric Lines.pdf	14

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

No Assets Recorded

Before You Dig Australia (BYDA) Request

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Our search has revealed within the nominated search area, ERGON ENERGY NETWORK does not have any Assets recorded.

A detailed plan has not been provided.

You:	**BYDA Enquiry No:**
Chelsea McDonald	279557397
Company:	**Date of Response:**
Enterprise Legal	17 Sep 2026
Search Location:	**Period of Plan Validity:**
Lot 112 Esk - Hampton Road Ravensbourne, QLD 4352	4 Weeks

External Comments (if any):

WARNING: When working in the vicinity of ERGON ENERGY NETWORK Assets You have a legal *Duty of Care* that must be observed.

It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ERGON ENERGY NETWORK on **13 16 70**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ERGON ENERGY NETWORK are only an indication of the presence of Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ERGON ENERGY NETWORK do not encompass ERGON ENERGY NETWORK overhead Assets.
6. ERGON ENERGY NETWORK its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ERGON ENERGY NETWORK against any claim or demand for any such loss or damage to You, Your servants or Your agents.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), Substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ERGON ENERGY NETWORK mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. To locate underground assets, independent Certified Locators may be sourced using the 'Find a Locator' tool available within the BYDA enquiry response on the BYDA website.
10. The ERGON ENERGY NETWORK Before You Dig Australia (BYDA) information map(s) provide the vicinity of Assets and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ERGON ENERGY NETWORK.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan must be obtained.
12. The ERGON ENERGY NETWORK BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ERGON ENERGY NETWORK BDYA team on the details listed below.
13. ERGON ENERGY NETWORK may contact you to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access or enter any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
    - Working near overhead and underground electric lines - Electrical safety code of practice 2020
    - Managing Electrical Risk in Workplace Electrical Safety Code of Practice (2013)
    - Excavation Work Code of Practice (2021)

NOTE: Where Your proposed work location contains ERGON ENERGY NETWORK Underground cables please access the ERGON ENERGY NETWORK BYDA Website for more information.

General enquiries (7:00am - 5:30pm Mon to Fri)	**13 74 66**
Life threatening emergencies only triple zero (000) or	**13 16 70**

E: **byda@energyq.com.au**

ABN: 40 078 849 055

To re-submit or change the nominated search area please visit **BYDA.com.au**

ERGON ENERGY NETWORK
Part of Energy Queensland

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

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as Adobe Acrobat Reader (for PDF files)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

PelicanCorp

Compiled with **TicketAccess** by PelicanCorp

BEFORE YOU DIG
www.byda.com.au

Al Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE nted
on the ERGON ENERGY NETWORK BYDA map, then ERGON ENERGY NETWORK shall be contacted immediately.

For Emergency Situations
Please Call 13 16 70



ERGON ENERGY NETWORK

BYDA

Sequence: 279557397
Date: 17/09/2026

Scale: 1:546
Tile No: **OVERVIEW**

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

N
W E
S

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.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE



Responsibilities – (When Working in the Vicinity of Ergon Energy Network Asset)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Ergon Energy Network underground Asset can lead to injury or death of workers or members of the public. Assets includes underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

A Person Conducting a Business or Undertaking (**PCBU**) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

a) ensuring that all Assets used in the conduct of the person's business or undertaking is electrically safe;
b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Ergon Energy Network to ensure compliance with the Electrical Safety Act 2002

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66
Life threatening emergencies 000 or 13 16 70

E: safetyadvice@ergon.com.au
E: byda@energyq.com.au ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au

ERGON ENERGY NETWORK
Part of Energy Queensland

The following matters must be considered when working near Ergon Energy Network Asset:

1. The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the Electrical Safety Regulation 2013).
2. It is the responsibility of the architect, consulting engineer, developer, and head contractor in the project planning stages to design for minimal impact and protection of Ergon Energy Network Assets.
3. It is the constructor's responsibility to:
   a) Anticipate and request plans of Ergon Energy Network Assets for a location at a reasonable time before construction begins.
   b) Visually locate Ergon Energy Network Assets by hand or vacuum excavation where construction activities may damage or interfere with Ergon Energy Network Assets.
   c) To notify Ergon Energy Network if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Ergon Energy Network BYDA plans.
   d) Read and understand all the information and disclaimers provided.

   Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

4. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:

   a) Working near Assets – Electrical Safety Codes of Practice 2020
   b) Managing electrical risk in the workplace – Managing Electrical Risks in the workplace Code of Practice 2021
   c) Excavation work – Code of practice 2021

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Ergon Energy Network plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Ergon Energy Network Assets under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Ergon Energy Network Assets. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Ergon Energy Network does not provide information on private underground installations, including consumers' mains that may run from Ergon Energy Network mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Ergon Energy Network plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to:
  - Electrical safety codes of practice 2020
  - Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia
  - How to manage and control asbestos in the workplace code of practice 2021 (Workplace Health and Safety Queensland (WHSQ))
  - How to manage and control asbestos Code of Practice 2021 (WHSQ)
- Plans provided by Ergon Energy Network are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), Substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ERGON ENERGY NETWORK mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [s 304] Excavation work— underground essential services information under the Work Health and Safety Regulation 2011, Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information and providing this information to persons engaged to carry out the excavation work. For further information please refer to: - http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf
- Ergon Energy Network plans are designed to be printed in colour and as an A3 Landscape orientation

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Conditions – (When Working in the Vicinity of Ergon Energy Network Asset)

Records:
The first step before any excavation commences is to obtain records of Ergon Energy Network Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Ergon Energy Network must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Ergon Energy Network are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Ergon Energy Network retains copyright of all plans and details provided in connection with Your request.

Ergon Energy Network plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Ergon Energy Network's Assets, check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Ergon Energy Network on the General Enquiries number listed below for further advice.

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

The constructor is responsible for all Asset damages when works commence prior to obtaining Ergon Energy Network plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Ergon Energy Network.

Ergon Energy Network reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its cable network, or other property.

NOTE: Where Your proposed work location contains ERGON ENERGY NETWORK Underground cables please access the ERGON ENERGY NETWORK BYDA Website for more information.

Location of Assets:
Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Asset likely to be affected shall be confirmed by use of an electronic cable and pipe locater followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits.** When conducting locations please be aware that **no** unauthorised access is permitted to Ergon Energy Network Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Ergon Energy Network on the General Enquires number listed below for further advice.

If the constructor is unable to locate Ergon Energy Network underground Assets within 5 metres of nominal plan locations, they must contact the Ergon Energy Network General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:
1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat cables as if alive, post a person to keep all others clear of the excavation until Ergon Energy Network crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Ergon Energy Network officer.

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66
Life threatening emergencies 000 or 13 16 70

E: safetyadvice@ergon.com.au
E: byda@energyq.com.au ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au

ERGON ENERGY NETWORK
Part of Energy Queensland

Asset Installation Methods:
Ergon Energy Network Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked “Electricity” or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:
For all work within 2.5m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:
If construction work is parallel to Ergon Energy Network Assets, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all Assets, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Ergon Energy Network Assets to a depth not exceeding that of the Asset.* ***Note: Asset depths & alignment may change suddenly***.

Separation from Assets:
Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Ergon Energy Network Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Ergon Energy Network/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Ergon Energy Network Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:
The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the cables will be exposed or unsupported, then Ergon Energy Network shall be contacted to determine whether the cables should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Ergon Energy Network authorised representative. Protective cover strips when removed must be replaced under Ergon Energy Network supervision. Under no circumstances shall they be omitted to allow separation between Ergon Energy Network Assets and other services.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Heavy Machinery Operation Over Assets:
Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450mm to the protective cover must be maintained using load bearing protection whilst the machinery is in operation. For sensitive Assets (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Ergon Energy Network.

Directional Boring Near Cables:
When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Assets before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Assets shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Assets shall be maintained.

Explosives:
Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Ergon Energy Network's Planning Engineer for use of explosives in the vicinity of Ergon Energy Network Assets.

Damage Reporting:
All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:
1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat cables as if alive, post a person to keep all others clear of the excavation until Ergon Energy Network crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Ergon Energy Network officer.

Solutions and Assistance:
If Asset location plans or visual location of Ergon Energy Network Asset by hand or vacuum excavation reveals that the location of Ergon Energy Network Asset is situated wholly or partly where the developer or constructor plans to work, then Ergon Energy Network shall be contacted to assist with Your development of possible engineering solutions.

If Ergon Energy Network relocation or protection works are part of the agreed solution, then payment to Ergon Energy Network for the cost of this work shall be the responsibility of the PCBU, principal developer or constructor. Ergon Energy Network will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Ergon Energy Network with a written Safe Work Method Statement for all works in the vicinity of or involving Ergon Energy Network Asset. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: Interactive SWMS guidance tool - Overview (safeworkaustralia.gov.au)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets (cables/conduits) fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch(PSI)

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from ERGON ENERGY NETWORK when working close to Ergon Asset's. For Safety Advice please contact SafetyAdvice@energyq.com.au

Further information on Working Safely around Ergon Energy Network Assets: Working near powerlines | Ergon Energy

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Ergon Energy Network welcomes Your feedback on this document via email to byda@energyq.com.au

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66
Life threatening emergencies 000 or 13 16 70

To re-submit or change the nominated search area please visit BYDA.com.au

E: safetyadvice@ergon.com.au
E: byda@energyq.com.au ABN: 40 078 849 055

ERGON ENERGY NETWORK
Part of Energy Queensland

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE



Part of Energy Queensland

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

CONTENTS

1. Purpose and Scope 3
2. Definitions, Abbreviations and Acronyms 3
3. References 4
4. About This Guide 5
   - 4.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to? 5
   - 4.2. Are you working or planning to work near overhead or underground electric lines? 6
   - 4.3. Obtaining Safety Advice 8
   - 4.4. Authorised Person and how to become one? 9
   - 4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries 10
5. Overhead Electric Lines 10
   - 5.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line 13
   - 5.2. Operating Plant 13
   - 5.3. Scaffolding Requirements 14
   - 5.4. High Load transport under Overhead Electric Lines 16
   - 5.5. Additional Details and Fact Sheets on Electricity Entity Requirements 17
6. Underground Electrical Assets 17
   - 6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets 17
   - 6.2. Conditions of Supply of Information 18
   - 6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions 19
   - 6.4. Additional Details and Fact Sheets on Electricity Entity Requirements 21
7. Excavation 22
   - 7.1. Excavating near Poles and Stay Wires 22
   - 7.2. Excavating Near Underground Electrical Assets 24
   - 7.3. Blasting 25
8. Reporting Damage Caused to Overhead or Underground Electric Lines 25
9. Infrastructure near Electric Lines 26
   - 9.1. Easements and Wayleaves 26
   - 9.2. Contact Electricity Entity when planning construction work near electric lines 27
   - 9.3. What clearances must be maintained once construction work is completed? 28
   - 9.4. What about Electric and Magnetic Fields? 31

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

1. PURPOSE AND SCOPE

The purpose of this document is to set out the Electricity Entity requirements for anyone who may be contemplating working or operating plant near any Ergon Energy or Energex's overhead or underground electric lines.

2. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Term	Definition
Applicant	A person contacting or submitting an application to the Electricity Entity for Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor, an Electrical Contractor, or a person who holds an electrical mechanic licence and is performing work for the person or a relative of the person at premises owned or occupied by the person or relative, and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below. **Energex:** • General Enquiries - ph 13 12 53 • Loss of Supply - ph 13 62 62 • Emergencies - ph 13 19 62 **Ergon Energy:** • General Enquiries - ph 13 74 66 • Loss of Supply - ph 13 22 96 • Emergencies - ph 13 16 70
Exclusion Zone	A safety envelope around an electric line as specified by the Electrical Safety Regulation 2013.
RPA (Drone)	Australia's safety laws for remotely piloted aircraft (RPA) / drones are defined under the Civil Aviation Safety Authority. Under this definition the use of RPA's are not classified as Operating plant (section 5.2) as prescribed in this document.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Term	Definition
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	A safety observer or "spotter", for the operation of operating plant, means a person who: (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

3. REFERENCES

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines

Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines

Work Health and Safety Act 2011

Work Health and Safety Regulation 2011

Energex: Safety Advice Request Form

Ergon Energy: Safety Advice Request Form

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - https://www.worksafe.qld.gov.au/.

Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

4. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

“The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines” provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at https://www.worksafe.qld.gov.au/electricalsafety. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

4.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the Electricity Entity Requirements and the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

4.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

4.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 4.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice.

A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

4.2.2 Exclusion Zones

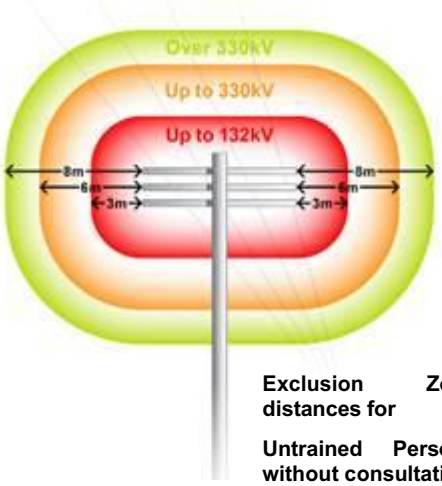
An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Exclusion Zone distances for Untrained Persons without consultation

Exclusion Zone - Untrained Person (distances in mm)

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		900
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000		2100
>132 kV up to 220 kV	4500	6000	2900
>220 kV up to 275 kV	5000		
>275 kV up to 330 kV	6000		3400

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Exclusion Zone - Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200
>132 kV up to 220 kV	1800	2400	1800
>220 kV up to 275 kV	2300	3000	2300
>275kV up to 330kV	3000	3700	3000

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

4.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted, and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

4.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 4.2.1 above, complete the Safety Advice Request Form which is accessible via the Electricity Entity website:

Energex: Safety Advice Request Form

Ergon Energy: Safety Advice Request Form

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

4.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an “Untrained Person”, “Authorised Person” or “Instructed Person”. An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the “person in control” of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers’ mains, installation switchboard, consumer’s terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

An ’Authorised Person’ Electrical **must not**:

a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;

b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities’ electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved;

c. replace a blown low voltage (**LV**) fuse after loss of supply to a customer’s connection;

d. reinstate an LV service fuse that has been removed by Ergon Energy Network or Energex;

e. alter, remove or relocate an Ergon Energy Network or Energex overhead LV service line or LV pillar connection;

f. perform LV isolation within locked Ergon Energy Network or Energex assets;

g. perform unauthorised work within locked Ergon Energy Network or Energex assets; or

h. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An Authorised Person’ Electrical **is approved** to undertake the following activities:

i. work on or near the point of attachment of Ergon Energy’s or Energex’s termination;

j. remove and replace LV service fuses when required to isolate a service line to eliminate the exclusion zone around the LV service line, or to work on the Customer’s consumer mains or switchboard;

k. isolate a Customer's LV service line at an underground pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with electricity industry practices; or

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

l. Safety Observing under schedule 2 of the *Electrical Safety Regulation* 2013 (Qld) for the operation of operating plant, after receiving appropriate training to perform the role.

An 'Authorised Person' Non-Electrical **must not**:

a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;

b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved; or

c. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An 'Authorised Person Non-Electrical' **is approved** to undertake the following activities:

d. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld) for the operation of operating plant*, after receiving appropriate training to perform the role.

Websites

Energex: Authorised person | Energex

Ergon Energy: Authorised person | Ergon Energy

4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

By phone: Call Electricity Entity on General Enquiries phone number:

Energex:

- General Enquiries - ph 13 12 53

Ergon Energy:

- General Enquiries - ph 13 74 66

By email

Authorised Persons: AuthorisedPerson@energyq.com.au

Safety Advice: SafetyAdvice@energyq.com.au

Websites

Energex: Safety advice | Energex

Ergon Energy: Safety advice | Ergon Energy

5. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or, contact with electric lines.

Category of work		**Description**	**Costing arrangement**
Safety Advice	Base information	Provide Safety Advice (Can only be performed by the Entity)	**Nil cost to customer.**

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Category of work		Description	Costing arrangement
LV Service isolation	1. Isolation carried out by customer's electrical contractor	Isolation of overhead or underground service by removal of the service fuse(s). (Preferred option to isolate supply and eliminate the exclusion zone).	No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s) or Customer requested physical disconnection and reconnection of overhead or underground service.	**Cost to customer.**
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Verification of insulation integrity to classify as insulated service - Insulation integrity can only be verified at the time of inspection - visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted. (Can only be performed by the Entity)	**Cost to customer.**
Service replacement	4. Open wire service, service fuse(s) at house/building	Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service. Insulation integrity can be verified for new XLPE services at the time of installation - visual inspection is required before confirmation.	**Nil cost to customer** for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Category of work		Description	Costing arrangement
		Service installations where: a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and b. the service cannot be isolated at the service fuse. Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.	**Nil cost to customer** for first disconnection and reconnection. **Cost to customer** for subsequent requests.
	5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	**Cost to customer** for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
Tiger Tails	Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains)	Customer requested coverage of LV mains for visual indication only (not permitted on HV mains). The Entity may also fit tiger tails to LV service line for visual indication only.	**Cost to customer**.
Aerial Markers	Installation of aerial marker flags or rota markers (for visual indication only)	Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.	**Cost to customer**.
Switching	Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	**Cost to customer**.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

5.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

NOTE: **The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.**

5.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution.

In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).



For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.

Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Rota Markers, Tiger Tails or aerial markers to fitted to the overhead electric lines - only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.

5.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

The scaffolding can be either:

- nonconductive material scaffolding; or
- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.

Where scaffolding is erected within 3 m of nearby overhead electric lines:

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

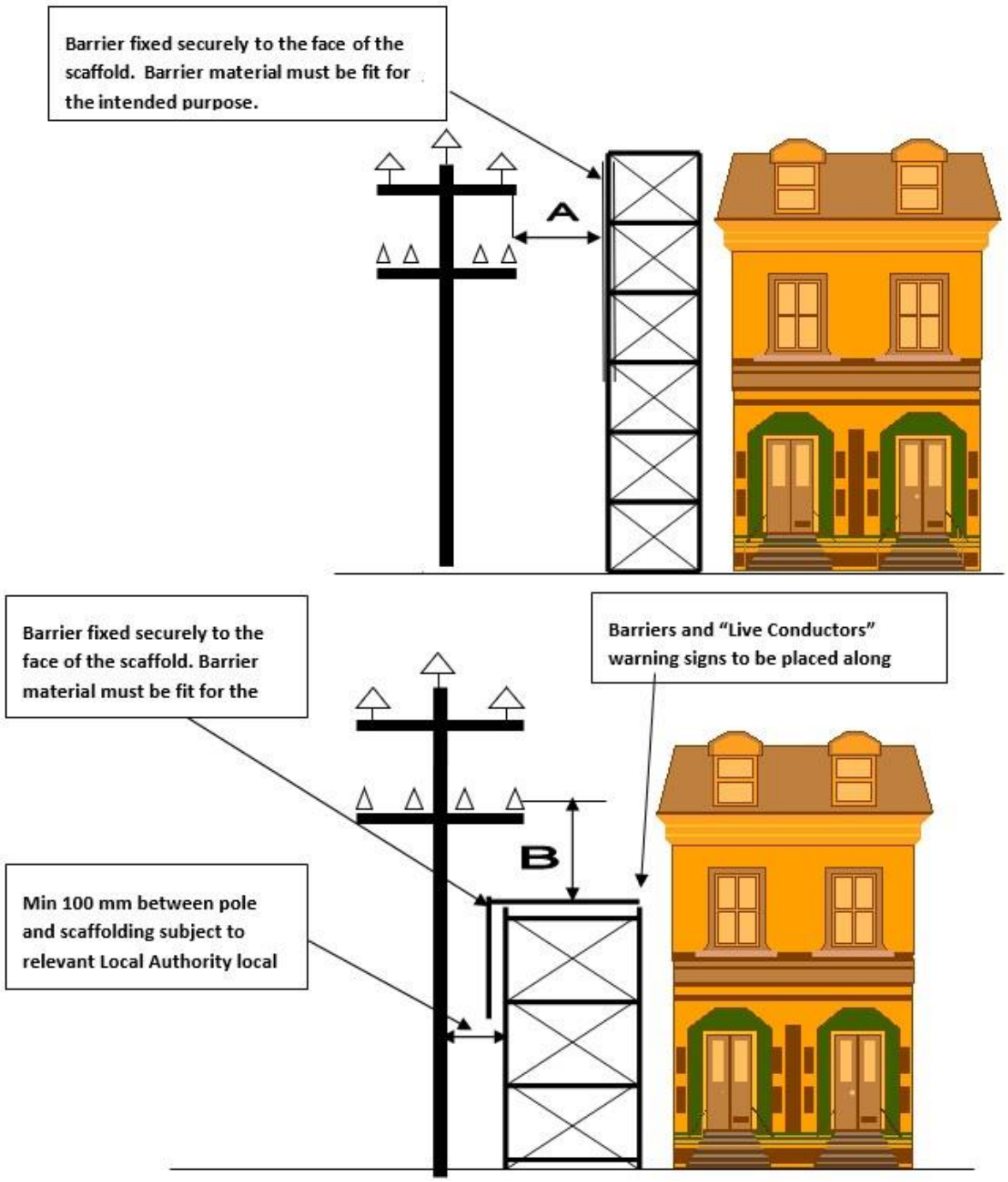
- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	**Horizontal Distance "A" (in metres)**	**Vertical Distance "B" (in metres)**
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) - these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

NOTE: **Dimensions "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.**



5.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit Notification to Transport High Load form:

Email: highloads@energyq.com.au

Phone: (07) 4932 7566 (7:30am to 3:00pm, Monday to Friday)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Energex: Vehicles with high loads | Energex

Ergon Energy: Vehicles with high loads | Ergon Energy

The Road Transport Operator has the overarching responsibility of transporting the load and is required to comply with the directions of the police, pilot, High Load Escort, and Energex / Ergon Energy Network.

When arranging the transporting of the high load, the Road Transport Operator shall determine the lowest practicable height that the load can be reduced to.

The Road Transport Operator is to have a Safe System of Work in place that supports the safe transportation of the High Load so as not to breach any exclusion zone to Entity powerlines or assets along the travel route.

5.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

Energex: Working near powerlines | Energex

Ergon Energy: Working near powerlines | Ergon Energy

6. UNDERGROUND ELECTRICAL ASSETS

6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal “Duty of Care” that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this “Duty of Care” in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor’s responsibility to:
    a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
    b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.
    c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

    A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.
3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries “on the ground”. Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

6.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.

- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA) , online at https://www.byda.com.au or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.

Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to "Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]" for guidance.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

6.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

6.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number - refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number - refer page 3) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

6.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.

- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

6.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked “Electricity” or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

NOTE: **Some cables are known to be buried without covers.**

6.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer’s or constructor’s order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Minimum Separation Requirements

Underground Services Running Parallel with Electricity Entity Electrical Assets (Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	300 (Ergon) 250 (Energex)	100	500	*1000	500	1000	500
HV		300					
*Contact your local utility/council to obtain specific separation distances							

Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV	100	100	300	300	100
HV					

Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables do not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
- LV = 100 mm
- HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

6.4. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet sites.

Energex: Working near powerlines | Energex

Ergon Energy: Working near powerlines | Ergon Energy

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

7. EXCAVATION

7.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
- only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
- upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.
- comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
- not be attempted**:**
    - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
    - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
    - within “Do Not Disturb” zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
    - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
    - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads, pipeline owners, telecommunication owners) and placement and removal of associated pole supporting equipment.

Electricity Entity poles must not be fitted with non-approved pole holding devices.

Only approved mechanical holding devices (e.g. Proline, Borer Lifter, etc) used in accordance with a certified engineering assessment are permitted and shall be:

- only attached and removed by the Electricity Entity or persons approved by the Electricity Entity.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zones to pole supporting equipment, arrangements may be required for de-energising the electric line.

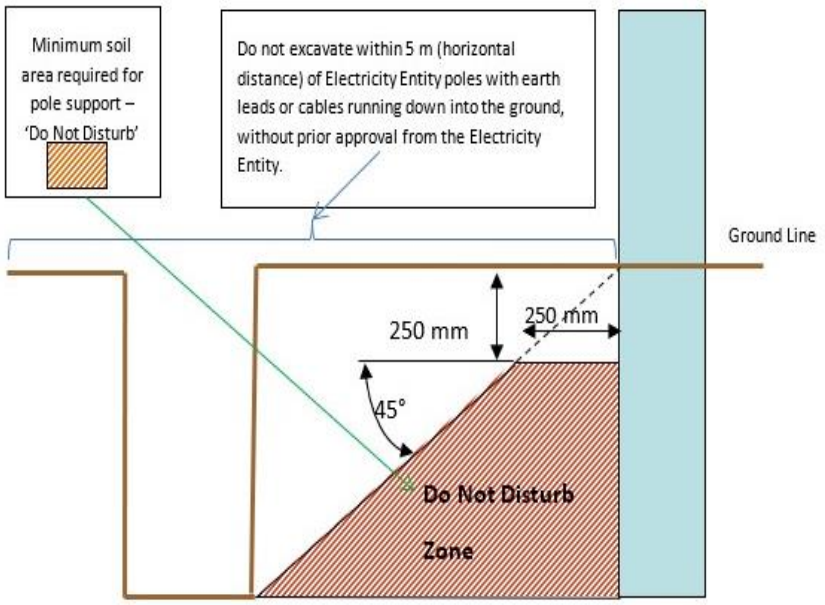


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

7.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
  - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

- Direction of pole lean.
- Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
- Pole foundation depth
- Proximity of excavation in relation to pole
- Soil condition
- Proposed shoring methods as well as installation and removal process
- Duration and staging of work
- Requirement to independently support pole during work
- Proximity of existing adjacent underground services and excavations
- Proposed backfilling and reinstatement method
- Monitoring and engineering/ geotechnical supervision during excavation work progress
- Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

7.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to use non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

7.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

NOTE: Be aware that cable depths and directions may change suddenly along the route.

7.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 6.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

7.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

7.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

7.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
  - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
  - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

7.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

8. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number - refer page 3).

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

9. INFRASTRUCTURE NEAR ELECTRIC LINES

9.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

9.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines https://www.resources.qld.gov.au/ or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

9.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

9.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

9.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

9.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

9.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

9.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

9.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

9.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

We advise not to build **under** or **near** powerlines or add to a structure under or near powerlines. This can cause exclusion zones to be encroached, which may endanger others now and in the future. Please note obligations under section 30 of the Electrical Safety Act 2002 and sections 68 of the Electrical Safety Regulation 2013.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

There is an obligation to notify the Electricity Entity, before any work starts, where work is likely to involve a building or other structure coming within clearance requirements for an overhead or underground electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by work performed nearby, the Electricity Entity may be entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

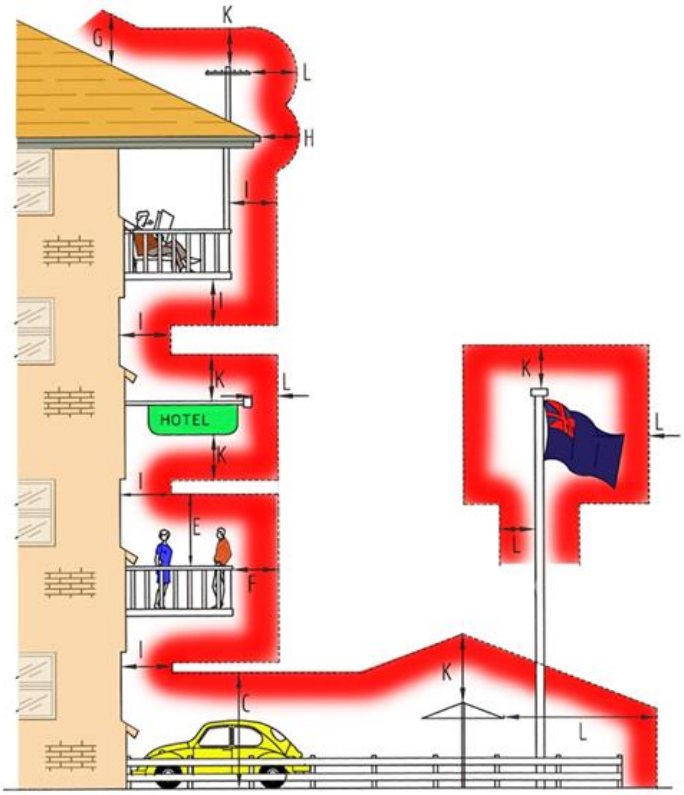
NOTE: **Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.**

9.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 - Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES					
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m
MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS					
E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:
The vertical clearance and the horizontal clearance specified shall be maintained.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

What is PERMITTED around Electricity Entity overhead or underground electric lines	***What is NOT PERMITTED around Electricity Entity overhead or underground electric lines***
✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. **Note:** Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. **Note:** Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. **Note:** Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.	✗ Build houses, sheds, garages or other large structures. Building of roofed/ unroofed verandas, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

9.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Job ID 54263163

Telstra QLD Regional

Referral
279557399

Member Phone
1800 653 935

Responses from this member

Response received Thu 17 Sep 2026 2.05pm

File name	Page
Response Body	46
279557399.pdf	48
AccreditedPlantLocators 2026-08-28a.pdf	49
Telstra Duty of Care v33.0b.pdf	50
Telstra Map Legend v4_0c.pdf	52

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Attention: Chelsea McDonald

Site Location: Lot 112 Esk - Hampton Road, Ravensbourne, QLD 4352

Your Job Reference: Lot 112 Esk - Hampton Road

This is a system-generated email, from a mailbox that is not monitored -
Please do not reply to this email.

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.
Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: Report damages to Telstra equipment - Telstra

Please note:
When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.
Ensure you read all documents (attached) - they contain important information.
Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** https://www.byda.com.au/before-you-dig/best-practice-guides/, The essential steps that must be undertaken prior to commencing construction activities.

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.
Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:
Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** https://www.byda.com.au/before-you-dig/best-practice-guides/.

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

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

(See attached file: AccreditedPlantLocators 2026-08-28a.pdf)

(See attached file: 279557399.pdf)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Cable Plan



Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 17/09/2026 14:02:57

Sequence Number: 279557399

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

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.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

General Information

Telstra highly recommends using Certified Locators.

For more info visit https://certloc.com.au/find-a-certified-locator/

or Telstra Location Intelligence Team 1800 653 935

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

OPENING ELECTRONIC MAP ATTACHMENTS –

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

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

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



Report Damage to Telstra equipment.
Call 13 22 03 and say, "Report Damage".
Online: https://www.telstra.com.au/consumer-advice/digging-construction/report-damages



Telstra New Connections / Disconnections 13 22 00



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



Telstra Aerial Assets Group (overhead network) 1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE



Before You Dig Australia

Think before you dig

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

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

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

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Disclaimer and legal details

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Data Extraction Fees

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

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

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

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

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

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

Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

Privacy Note

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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
Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned	Aerial cable (attached to joint use Pole e.g., Power Pole)
Distribution cables in Main Cable Ducts	Marker Post Installed
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

P100

(attached text denotes conduit type and size)

Multiple Square Conduit configurations 2,4,6 respectively

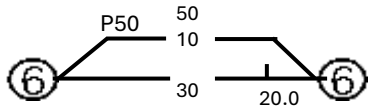
E85

(attached text denotes conduit type and size)

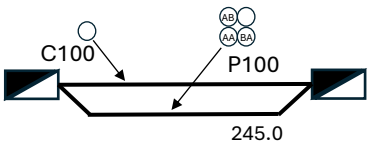
Some examples of conduit type and size:

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

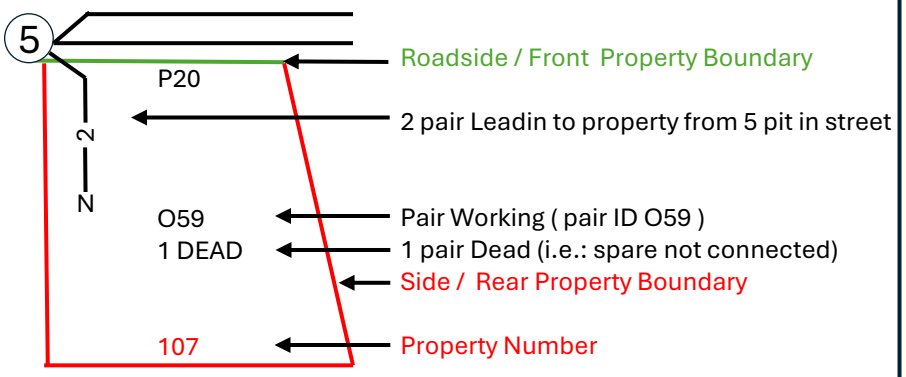
Some Examples of how to read Telstra Plans



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.



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.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Toowoomba Regional Council

Referral
279557398

Member Phone
13 18 72

Responses from this member

Response received Thu 17 Sep 2026 2.00pm

File name	Page
Response Body	54
ASSET 279557398.pdf	55
Disclaimer 279557398.pdf	56

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Hello Chelsea McDonald,

Thank you for your Before You Dig enquiry on 17 September 2026.

Sequence Number: **279557398**

Contact:	Chelsea McDonald
Email:	chelsea@enterpriselegal.com.au
Phone:	0499 418 278
Fax:	-
Mobile:	-
Address	Lot 112 Esk - Hampton Road Toowoomba City QLD 4350
Site Address:	Lot 112 Esk - Hampton Road Ravensbourne QLD 4352
Worksite:	Road, Nature Strip, Footpath
Activity:	Conveyancing

Please find attached the response to your enquiry. Should you have any further questions regards the mapping please contact Toowoomba Regional Council on 131 TRC(872). Alternatively for more information on inverts and size queries please refer to our online mapping service https://maps.tr.qld.gov.au/WAB/Infra

Kind regards,

BYDA Team

This communication, including any attachments, is intended solely for the named addressee. It is confidential and may be subject to legal professional privilege. If you are not the intended recipient, please contact me immediately by reply email, delete it from your system and destroy any copies. This email is subject to copyright, no part of it should be reproduced, adapted or transmitted without the prior written consent of the copyright owner. Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of Toowoomba Regional Council.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

TOOWOOMBA REGION Rich traditions. Bold ambitions.

Job # 54263163

Seq # 279557398

Provided by Toowoomba Regional Council

BEFORE YOU DIG www.byda.com.au



Legend

BYDA Enquiry Area

Whilst all due care has been taken in the preparation of this plan / information, the accuracy of the provided information cannot be guaranteed.

All information MUST be verified on site. Please refer any discrepancies to Toowoomba Regional Council by phoning 131 872.

No part of this plan is to be reproduced without Toowoomba Regional Council permission.

Refer to the attached Disclaimer for more information.

In an emergency contact Toowoomba Regional Council on 131 TRC (131 872)

Index Sheet

0 5 10 20 m

N

Scale 1:500

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Council Reference: DM#8308527

Disclaimer

1. This Plan/Information is provided for refence purposes in response to an underground infrastructure enquiry.
2. This response does not provide approval to carry out any works. You may still need to contact the appropriate Toowoomba Regional Council department and/or QLD Government Department of Natural Resources, Mines and Energy (DNRME) to obtain approval and permits.
3. The permission granted by Council to provide the Plan/Information is subject to the following:
   - 3.1. Council does not warrant that the Information is accurate or complete, and provides no assurances in this regard;
   - 3.2. Third Parties shall conduct their own investigations and/or enquiries regarding the accuracy and completeness of the Information;
   - 3.3. Council does not warrant that a third party shall not infringe upon the intellectual property rights of other third party should it publish or reproduces the Information;
   - 3.4. neither Council nor its agents, officers, Councillors, servants, employees or representatives shall be liable for any damages or losses (whatsoever and however arising) suffered by any third party should the Information be published, reproduced or relied upon by a third party;
   - 3.5. Any Third Party releases and indemnifies Council and its agents, officers, Councillors, servants, employees and representatives from and against all actions whatsoever, which may be brought or made against any of them, by any person, arising from or in any way related to the reproduction of the Information, publication of the Information or reliance upon the Information; and
   - 3.6. The permission to reproduce the Information does not, and shall not be interpreted as constituting the grant of any intellectual property rights in the Information.
   - 3.7. For the avoidance of doubt, Council expressly reserves all of its rights.

Duty of Care

4. The enclosed Plan/Information should be used as a reference only; it indicates the presence of underground infrastructure in the general vicinity of the proposed works. It is the applicant's responsibility to ensure that precise location of underground infrastructure is determined. All underground infrastructure in the vicinity of the proposed works must be located prior to the commencement of work.

Important General Information about Underground Infrastructure

5. Underground Infrastructure

- 5.1. Toowoomba Regional Council's underground infrastructure comprises:
  - 5.1.1. Sewer (wastewater) infrastructure, including but not limited to sewerage pipes and access chambers;
  - 5.1.2. Stormwater infrastructure, including but not limited to drainage pipes, drainage inlet structures, access chambers;
  - 5.1.3. Water infrastructure, including but not limited to water pipes and fittings; and
  - 5.1.4. Electrical and communication infrastructure in the central business district (CBD), and at road intersections. Please note that electrical and communication infrastructure information is not stored digitally. For further information on this infrastructure please call 131 TRC (131 872) for plans. Fees and charges may apply*.
- 5.2. Toowoomba Regional Council does not own or control the location of other underground infrastructure including but not limited to: Telstra, Ergon, National Broadband Network, and Energex.

6. Plan/Information

- 6.1. The enclosed plan/information covers Toowoomba Regional Council's underground infrastructure in the vicinity of proposed works. If this map does not cover the full extent of the area of proposed works please contact us on 131 TRC (131 872). Housing Connection Plans (HCP) for domestic (internal to the property boundary) sewer drainage infrastructure must be obtained separately from the Plumbing and Drainage section of the Toowoomba Regional Council by contacting 131 TRC (131 872). Fees and charges apply*. Location information for water pipe connections from water meters to a dwelling/structure are not available.

7. Locating Underground Infrastructure

- 7.1. If you require further assistance locating Council's underground infrastructure, please contact 131 TRC (131 872) for more information.

8. Your Responsibility

- 8.1. Visually locate Toowoomba Regional Council underground infrastructure by hand digging where construction activities may damage or interfere with Toowoomba Regional Council underground infrastructure.
- 8.2. On receipt of plans/information, and before commencing works in the vicinity of Toowoomba Regional Council underground infrastructure, carefully locate the infrastructure by using the abovementioned method.
- 8.3. Council Parks and Recreation branch should be contacted on 131 TRC (131 872) to make arrangements to minimize damage to tree roots.
- 8.4. Other relevant authorities should be contacted for locating their infrastructure.
- 8.5. Notification should be given to residents affected by work before commencement.
- 8.6. If an electronic cable locator is used, hand excavation to the depth of the underground infrastructure must be done in advance to the use of excavators.
- 8.7. Any damage to Council's infrastructure must be promptly reported to Toowoomba Regional Council by phoning 131 TRC (131 872).
- 8.8. Any damage to council assets shall be repaired or reinstated by Toowoomba Regional Council at the applicants cost to the appropriate Council Standard.
- 8.9. Toowoomba Regional Council may elect to carry out rectification/reinstatement works itself because of public safety, continuity of service or for other reason(s). In such circumstances, the cost of such repairs will be recovered from the applicant.
- 8.10. For all work within 2.5 metres of nominal location, you are required to hand dig (pothole) and expose the underground infrastructure, proving its exact location before work can commence.

Where works impact on road users, a traffic control plan shall be submitted to Council for consideration prior to works commencing. Depending on the impact of such works, certain conditions may be imposed, i.e. Day/time of works.

For more information including inverts and size queries please refer to our Toowoomba Regional Council website (www.tr.qld.gov.au) and access the online maps section.
For Further Enquiries & Onsite Surface Locations for TRC underground infrastructure, please phone 131 TRC (131 872)

*Council's Fees and Charges can be accessed at www.tr.qld.gov.au or by calling 131 TRC (131 872)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

End of document

This document may exclude some files (eg. DWF or ZIP files)

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Property occupations Form 6

Queensland Government

Appointment and reappointment of a real estate agent, resident letting agent or auctioneer

Residential sales and purchase, leasing and property management
Property Occupations Act 2014
This form is effective from 1 May 2024

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the property that is to be sold or may be a prospective buyer seeking to purchase a property.

Client name Christina Hansson

ABN ..... ACN .....

Are you registered for GST? ☐ Yes ☐ No

Address 776 Musgrave Road

.....

Suburb Robertson State QLD Postcode 4109

Phone ..... Fax ..... Mobile 0403 304 850

Email address focuslife@hotmail.com

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name

.....

ABN ..... ACN .....

Are you registered for GST? ☐ Yes ☐ No

Address .....

.....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile .....

Email address .....

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

☑ Real estate agent ☑ Resident letting agent ☐ Property auctioneer

Trading name Ravensbourne Escape Pty Ltd/ T/A Ravensbourne Escape

.....

Licensee name (corporation, if applicable)
Ravensbourne Escape Pty Ltd

.....

Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

ABN 89158143750 ACN .....

Licence number 4786765 Expiry 11 / 07 / 2025 (DD / MM / YYYY)

Address 71 Ryan Road

.....

Suburb Ravensbourne State QLD Postcode 4352

Phone 0427989570 Fax ..... Mobile 0427989570

Email address info@ravensbourneescape.com.au

23_1467FT

Part 3—Details of property that is to be sold, let, purchased or managed

Please provide details of the property or land as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Windsong - 3 Bedroom Holiday Rental Property

Address 3143 Esk Hampton Road

Suburb Ravensbourne State Qld Postcode 4352

Lot 112 Plan SP114281

Title reference 50256834

Part 4—Appointment of property agent

Section 1
Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

☐ Sale ☐ Purchase ☑ Letting / collection of rent / management

☐ Auction Auction date / / (must be completed)
DD MM YYYY

☐ Other (please specify) .....

Section 2
Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

☐ Single appointment for a particular service or services

Start / / End / /
DD MM YYYY DD MM YYYY

☑ Continuing appointment for a service or a number of services over a period

Start 01 / 09 / 2024
DD MM YYYY

Section 3
Price

State the price for which the property is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

☐ Reserve ☐ List ☑ Letting

$Refer to the Rental Management Services Schedule (RMS) attached.

- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
- For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of

$..... to establish a search criteria.

Section 4
Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

Refer to the Rental Management Services Schedule (RMS) attached.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Part 5—Termination of appointment

Residential sales of 1 or 2 properties only	**Open listing:** You may terminate in writing at any time. **Sole or exclusive:** The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
Open listing	You may terminate an open listing for residential property sales at any time.
Other fixed term appointments (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
Continuing appointments (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

Part 6—Property sales: open listing, sole agency or exclusive agency

To the client

You may appoint an agent to sell a property on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

☐ **OPEN LISTING**

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ **SOLE AGENCY**

When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
  - A commission to each agent (two commissions)
  - Damages for breach of contract arising under the existing agent's appointment

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ **EXCLUSIVE AGENCY**

When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree that the appointment will continue as an open listing. (Please tick whichever is relevant.)

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014* (QLD):

(1) The agent has discussed with the client:

a) whether the appointment of agent is to be for a sole agency or exclusive agency; and

b) the proposed term of the appointment; and

c) the consequences for the client if the property is sold by someone other than the agent during the term of the appointment.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Part 6—Property sales: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client .....

Date / /
DD MM YYYY

Client .....

Date / /
DD MM YYYY

Agent .....

Date / /
DD MM YYYY

Part 7—Commission

To the client
The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent
You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission **including GST payable** for the service to be performed by the agent is:

Refer to the Rental Management Services Schedule (RMS) attached.

.....

When commission is payable

☑ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

☑ Other .....
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:
Refer to the Rental Management Services Schedule (RMS) attached.

.....

This area has been intentionally left blank.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

Section 1
Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/ advertising activities. In either case, the *authorised amount* must be written here.

See Attached
Rental Management Services Schedule (RMS) &
Property Managment Agreement

Authorised amount $ See Attached Rental Management Services Schedule (RMS)

When payable / / DD MM YYYY

Section 2
Repairs and maintenance
(if applicable)

Residential Sales

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is $ N/A

Property Management

Routine Repairs

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is $ 500.00 or See Attached Rental Management Services Schedule

Emergency Repairs (S214 of the *Residential Tenancies and Rooming Accommodation Act 2008*)

For residential rental properties, the value for Emergency Repairs is 4 weeks rent per property (s219A of the *Residential Tenancies and Rooming Accommodation Act 2008*).

Section 3
Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description	Amount	When payable
Refer to the attached Rental		
Management Services Schedule		

Section 4
Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

Service	Source	Estimated amount
Refer to the attached Rental		
management Services Schedule		

This area has been intentionally left blank.

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at **www.qld.gov.au/fairtrading** or phone on **13 QGOV** (13 74 68).

Client 1	Full name Christina Hansson Signature Signed by: Christina Hansson 7E59F3E9D69D482... 8/27/2024 D D / M M / Y Y Y Y
Client 2	Full name Signature ..... D D / M M / Y Y Y Y
Agent A registered real estate salesperson working for an agency or an authorised representative of a corporate entity, in accordance with the *Corporations Act 2001* (Cth) can sign this form on behalf of the licensed agent.	Full name Robert Christopher Clarke Real Estate Licence No 4781457 Signature Signed by: C498632E62AE44E... 8/27/2024 D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	Ravensbourne Escape - Rental Management Services Schedule (RMS) Annexure A - Inventory Schedule as at 1 September 2024

Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before.

Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.

I/we (the client) reappoint .....

..... (the agent) to D D / M M / Y Y Y Y

Client's name .....

Signature ..... D D / M M / Y Y Y Y

Client's name .....

Signature ..... D D / M M / Y Y Y Y

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

REIQ Accredited Agency

Property Management Agreement

Resident Letting Agent

SCHEDULE 1

Note: Body Corporate by-laws to be supplied by Client

A PRIOR APPOINTMENT

Pursuant to section 27 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another residential letting agent or real estate agent to perform the service(s) listed in this Appointment of Property Agent.

☑ The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another resident letting agent or real estate agent to perform the service(s) listed in this Appointment of Property Agent.

(select one)

☑ The Client warrants that another resident letting agent or real estate agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

Note: The Client should refer to Clauses 4.1, 4.2 and 4.3 of the Essential Terms and Conditions

OR

☐ The Client is not able to warrant that another resident letting agent or real estate agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent and the Client acknowledges that a statement in accordance with Section 27 (3) of the *Property Occupations Regulation 2014* (Qld) (**Prior Appointment Statement**) has been provided by the Agent.

Note: A copy of the Prior Appointment Statement provided to the Client must be annexed to this Appointment of Property Agent.

B RENT

☐ Client

☑ Financial Institution: CBA

ACCOUNT NAME:	BRANCH:	BSB:	ACCOUNT NO.
Christina Hansson	Brisbane	064-175	11188432

☐ Other:

Payment to be made and statement issued: To the Clients Bank and Statement via email within 10 days of End of Calendar Month

☑ Monthly ☐ Other (please specify):

C TARIFFS

Please state the range of advertised tariffs to be charged by the Agent for use of the Property.

$ see attached RMS Schedule

or, the Agent will set the tariffs, terms and conditions of rental subject to the prevailing market.

D ADVANCE BOOKINGS

The Agent is authorised to accept bookings 18 months in advance or if no number is specified, the time frame in Clause 7.19 of the Essential Terms and Conditions will apply.

E CANCELLATIONS

If re-let for total period, 12% of one week's rent shall be paid to the Agent with refund of balance of deposit to person cancelling booking.
If not re-let, forfeiture of deposit with 12% of one week's rent paid to the Agent with refund of balance of deposit to Client.

© Copyright The Real Estate Institute of Queensland Ltd

F MARKETING AND PROMOTIONS

Please state how the Property is to be marketed and promoted and whether or not the Client agrees to offer the Property free of charge for promotional purposes and if so, the number of nights per year.

(1) Number of nights' use 4 nights per year or part year free of charge for promotion.

(2) As a percentage of gross rent collected and received to the Agent's trust account 3 % and/or a level of $ N/A per quarter plus N/A per annum free of charge for promotion.

The Client ☑ Permits

☐ Does not Permit

the Agent to enter the Property into promotional and letting arrangements with tourist and travel organisations.

Refer to Clause 13 of the Essential Terms and Conditions.

G CLIENT USE

Please state the number of weeks per year that the Client or the Client's relatives or friends will use the Property and the minimum notice period the Client will give the Agent if the Client or the Client's relatives or friends intend to use the Property.

(1) Estimated number of weeks for Private Use: 2 Weeks (13 nights)

(2) Minimum notice period required in writing: 1 Week (7 days)

Refer to Clause 10 of the Essential Terms and Conditions.

H COMMISSION

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

Where the commission is expressed as a percentage, the commission is actually worked out on:
for the letting of the property - the actual rental for the property;
for the collecting of rents - the actual amount of rent collected.

Description	Amount (GST inclusive)	When Payable
Management (Agents) Commission	$	see Rental Management Services Schedule (RMS)
	$	
	$	
	$	
	$	

I FEES, CHARGES AND EXPENSES

(Note: The Client should refer to Part 8 of the Property Occupations Form 6 and Clause 4.7 of the Essential Terms and Conditions)

Description	Amount (GST inclusive)	When Payable
Management fee:	$	Refer Rental Management Services Schedule
Preparation of Inventory:	$	Refer Rental Management Services Schedule
Supervising repairs:	$	Refer Rental Management Services Schedule
Administration/Office Charges:	$	Refer Rental Management Services Schedule
Linen hire:	$	Refer Rental Management Services Schedule
Cleaning:	$	Refer Rental Management Services Schedule
Window cleaning:	$	Owners Responsibility
Pest control:	$	Owners Responsibility
Electricity charges:	$	Owners Responsibility
TV and video hire:	$	Owners Responsibility
Cable and satellite TV:	$	Owners Responsibility
PABX and handset rental:	$	N/A
Credit/charge card commission:	$ as charged	Refer Rental Management Services Schedule
Bank fees:	$ as charged	Refer Rental Management Services Schedule
Postage:	$ as charged	Refer Rental Management Services Schedule
Booking fees to travel agents, airlines, tourist organisations:	$ as charged	Refer Rental Management Services Schedule
Others: Internet Provision	$ As charged	Owners Responsibility

The Agent may deduct fees and charges from rent collected or if fees and charges exceed rent collected, the Client shall pay the excess upon request by the Agent.

The fees, charges expenses listed in this Item may be increased subject to agreement in writing between the Agent and the Client.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

000034839547

© Copyright The Real Estate Institute of Queensland Ltd

J DISBURSEMENTS

Rates

Description	Amount	Rate No	Payable by
Council	$		Client ☑ Agent ☐
Water/Sewerage	$		Client ☑ Agent ☐

Description	Amount	
Fuel	$ N/A	Client ☐ Agent ☐
Gas	$	Client ☑ Agent ☐
Electricity	$	Client ☑ Agent ☐
Other:	Wood for log fires - Refer Rental Management Services Schedule (RMS)	
	$ Refer RMS Schedule	Client ☑ Agent ☐

Unit Levies

$ Client ☑ Agent ☐

Instructions:

Caretaking, etc

(Attach work schedules)

Cleaner	$	Client ☐ Agent ☑
Gardener	$	Client ☑ Agent ☐
Pest Control	$	Client ☑ Agent ☐
Other: Refer Rental Management Services Schedule (RMS)		Client ☐ Agent ☐

Maintenance Contracts

Air-conditioning	$	Client ☑ Agent ☐
Lifts	$ N/A	Client ☐ Agent ☐
Other: Refer Rental Management Services Schedule (RMS)		Client ☐ Agent ☐

K SERVICE PROVIDERS

Appliance	Details
Hot Water System	As required in consultation with the Client where applicable or in the case of an emergency at the Agents discretion
Stove	As above
Dishwasher	As above
Washing Machine	As above
Dryer	As above
Cleaner	Agent's preferred in-house cleaner, or third party as necessary
Gardener	Agent's preferred gardener, or third party as necessary
Carpet Cleaner	Agent's preferred carpet cleaner, or third party as necessary
Pest Control	Agent's preferred service provider, or agreed third party as necessary
Other	Agent's preferred service provider, or agreed third party as necessary

INITIALS *(Note: initials not required if signed with Electronic Signature)*

000034839547

© Copyright The Real Estate Institute of Queensland Ltd

L INVENTORY

Inventory Schedule attached as at 1 September 2024. (See Annexure A)

M INSURANCE

Policies	Insurer	Sum Insured	Policy Number
Building	Zurich Aust Insurance	$ 453,000	ZHLC-01661-HHH
Contents	Zurich Aust Insurance	$ 70,000	ZHLC-01661-HHH
Householder/Fire	Zurich Aust Insurance	$ as above	
Extension		$	
Plate Glass		$	
Public Liability *see clause 4.17*	Zurich Aust Insurance	$ 20,000,000	ZHLC-01661-HHH
Workers Comp		$	
Lessor's Protection		$	
Loss or Rent	Zurich Aust Insurance	$ 50,000	ZHLC-01661-HHH
Other		$	

N BODY CORPORATE

Name of Plan: Ravensbourne Palm Tree Estate CTS: 26298

Secretary: N/A

On-site Manager: (if applicable) N/A

Address: 3143 Esk Hampton Road

Ravensbourne STATE: Qld POSTCODE: 4352

Manager: Toowoomba Strata Title Management Phone: 07 4639 1955

Body Corporate By-Laws supplied by Owner Yes ☐ No ☑

O SPECIAL INSTRUCTIONS TO AGENT

The Client ☑ Permits

☐ Does not Permit

the Agent to provide keys to prospective tenants to inspect the Property unsupervised and return the keys to the Agent.

P PRIVACY

☑ The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at:

Refer to the Ravensbourne Escape Privacy Statement at www.ravensbourneescape.com.au/Privacy

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

Q SIGNATURES

Client 1: Signed by: Christina Hansson 7E59F3E9D69D482... Date: 8/27/2024

Client 2: Date:

Client 3: Date:

Client 4: Date:

Agent: Signed by: C498532E62AE44E... Date: 8/27/2024

INITIALS *(Note: initials not required if signed with Electronic Signature)*

000034839547

© Copyright The Real Estate Institute of Queensland Ltd

ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "**Agent**" means the party described in Part 2 of the Appointment of Property Agent.

1.2 "**Appointment of Property Agent**" means the Queensland Government Property occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.

1.3 "**Booking**" includes the reservation of the Property and the term [start to finish date] of the Letting Agreement.

1.4 "**Client**" means the party described in Part 1 of the Appointment of Property Agent.

1.5 "**Commission**" means the commission stated in Part 7 of the Appointment of Property Agent or Item H of the Schedule (if applicable).

1.6 "**Complex**" means the building within which the Property is located.

1.7 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign;

1.8 "**Guest**" means a person(s) with whom the Client has entered into a Letting Agreement for the letting of the Property.

1.9 "**Letting Agreement**" means an agreement to let the Property for holiday letting.

1.10 "**Property**" means the property described in Part 3 of the Appointment of Property Agent.

1.11 "**Relevant Legislation**" includes the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the *Body Corporate and Community Management Act 1997* (Qld), the *Property Law Act 1974* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Building Act 1975* (Qld), the *Building Code of Australia*, the *Anti-Discrimination Act 1991* (Qld), the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989* (Qld), the *Fire and Emergency Services Act 1990* (Qld), the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014* (Qld) as amended or replaced from time to time.

1.12 "**Schedule**" means the Resident Letting Agent Schedule.

1.13 "**Tariff**" includes rent for the Property.

2. WHAT MAKES UP THIS AGREEMENT

This **Agreement** comprises the following parts:

2.1 Appointment of Property Agent;

2.2 Schedule;

2.3 Essential Terms and Conditions;

2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

3.1 For the Commission and other fees payable by the Client, the Agent agrees to let and/or manage the Property for the Client in accordance with this Agreement.

4. CLIENT'S OBLIGATIONS

The Client must:

4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other resident letting agent to let or to manage the Property;

4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;

4.3 refer to the Agent any prospective Guest(s) that contacts the Client;

4.4 immediately inform the Agent of any changes:

4.4.1 concerning the Property;

4.4.2 to the details specified in Parts 1 or 3 of the Appointment of Property Agent;

4.5 meet all obligations imposed by Relevant Legislation and any Letting Agreement entered into by the Client with a Guest;

4.6 pay all charges, levies, rates or taxes (including any goods and services tax or value added tax levied or payable on any payments under this Agreement) pursuant to the Appointment of Property Agent, the Schedule or otherwise for the Property;

For example: Body Corporate levies, council general rates, sewerage charges and environment levies and land tax.

4.7 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Item H and I of the Schedule to the Agent as and when such amounts are payable;

4.8 pay the Agent Commission as would have been applicable to any confirmed Booking which is cancelled or declined by the Client;

4.9 without limiting the generality of Clause 4.7, pay for all repairs and maintenance to the Property;

4.10 pay or ensure the Client's invitees pay for any cleaning and linen services performed or provided under this Agreement;

4.11 promptly give instructions to the Agent when requested to do so by the Agent;

4.12 ensure the Property is clean and fit to live in, is safe to live in and is in a good state of repair and meets all building requirements of the local and state authorities;

For example: are all railings, stairs and balconies properly constructed and secure; if there is a pool, is it properly fenced;

4.13 supply and maintain all locks necessary to ensure the Property are reasonably secure, and at the Client's cost, provide a key for each lock to the Guest and Agent, that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;

4.14 observe the terms of any Letting Agreement made by the Agent on behalf of the Client;

4.15 have the Property treated for pests as required (no more than annually) at the Client's cost;

4.16 accept the risk and loss of non-payment of rent and charges by Guests;

4.17 obtain and maintain insurance policies for;

4.17.1 public liability providing cover to a minimum of $10 million,

4.17.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.17.1;

4.18 not give keys to the Property to any person other than the Agent;

4.19 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale identifying the property agent/s with whom the Property is listed for sale;

4.20 if the Property is sold or transferred, obtain an undertaking from the new owner and/or Client in favour of the Agent that all advance Bookings will be accepted by the new owner and/or Client;

4.21 where applicable, negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;

For example: ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;

© Copyright The Real Estate Institute of Queensland Ltd

4.22 if the Property includes a regulated pool, provide and keep the swimming pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;

4.23 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a Letting Agreement commencing.

5. CLIENT'S WARRANTIES

The Client warrants that:

5.1 the Client has authority to enter into this Agreement and is:

5.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or

5.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;

5.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;

5.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;

5.4 any regulated pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time.

6. CLIENT'S ACKNOWLEDGEMENTS

The Client acknowledges that:

6.1 all written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 and/or 2 of the Appointment of Property Agent;

6.2 the parties consent to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* (Qld) and the *Electronic Transactions Act 1999* (Cth);

6.3 if this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:

6.3.1 agree to enter into this Agreement in electronic form; and

6.3.2 consent to either or both parties signing the Agreement using an Electronic Signature;

6.4 the Agent's contractual obligations are limited to those contained in this Agreement;

6.5 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;

6.6 the Agent gives no warranty as to the creditworthiness, character or fitness of any Guest;

6.7 the Agent is not responsible to the Client for any:

6.7.1 default in payment of rent or otherwise on the part of any Guest;

6.7.2 damage done by, or any unsatisfactory conduct on the part of, any Guest, whether or not such Guest was approved by the Agent;

6.7.3 loss caused by theft;

6.7.4 the cost of repairs or replacements caused by damage or theft by a Guest(s);

6.7.5 the cost of repairs and replacements caused by fair wear and tear;

6.8 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that the Property complies with any building requirements;

6.9 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;

6.10 the Agent is not a licensed engineer, architect or builder and is only responsible to report to the Client on matters that are readily apparent on a visual inspection;

6.11 without limiting the generality of Clause 6.10, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;

6.12 the Agent gives no warranty that any animal to be kept on the Property will not cause any harm, loss or damage or that the Property are suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;

6.13 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

7. AGENT'S AUTHORITY

The Client authorises the Agent:

7.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;

7.2 to pay from any monies received by the Agent for and on behalf of the Client, any disbursements referred to in the Schedule or other expenses, including contractors and tradespeoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;

7.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;

7.4 to advertise the Property as available for holiday lettings at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent;

7.5 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;

7.6 to share occupancies, promotional activities, and costs as equally as possible amongst all letting Clients (if the Agent lets other units in the Complex);

7.7 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective Guest(s) to meet the Guest's obligations as specified in the Letting Agreement current at the time the Client enters into this Agreement;

7.8 to negotiate and settle the terms of any Letting Agreement with the Guest in conformity with Relevant Legislation;

7.9 to accept and sign Letting Agreements and ancillary documents as agent for the Client;

7.10 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Guest(s) as and when these monies are due for payment;

7.11 to, where the Agent is not on-site at the Complex, inspect the Property at least once during each six (6) month period, unless otherwise expressly agreed, and report as to the outcome of those inspections to the Client;

7.12 to give notice to the Client, on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;

7.13 to arrange for repairs and maintenance as authorised by the Client, either verbally or in writing (including the authorisation about the maximum value of repairs and maintenance in Part 8, Section 2 of the Appointment of Property Agent);

7.14 to effect such repairs as necessary to maintain the Property as required by law or for the safety or protection of the Property or its contents;

7.15 to appoint and engage contractors and tradespeople on behalf of and at the expense of the Client for purposes authorised under this Agreement or by law;

7.16 to exercise the Client's rights to vary or terminate any Letting Agreement with a Guest(s);

7.17 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Guest(s) of the terms of the Letting Agreement with the Client;

7.18 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;

7.19 in the absence of any written instructions in Item D of the Schedule, the Client authorises the Agent to accept Bookings 12 months in advance;

7.20 to charge the Client for cleaning, linen and any other services which may include a margin or handling charge for the Agent over costs. Such charges will not exceed the Agent's agreed rates; and

7.21 to obtain from the Body Corporate and to provide to the Guest(s) access to a copy of the Body Corporate By-laws upon the Guest(s) occupying the Property.

8. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

8.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Guest (or former Guest), with prior written approval of the Client.

9. AGENT'S OBLIGATIONS

The Agent must:

9.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;

9.2 advise the Client of all repairs undertaken to the Property that exceed the amount specified in Part 8, Section 2 of the Appointment of Property Agent;

9.3 after and/or during each occupation (including occupation by the Client or the Client's invitees), at the Client's expense, change the linen (if supplied) and clean the Property.

10. CLIENT'S OCCUPATION

10.1 If the Client or the Client's invitees wish to use the Property, the Agent must be given written notice of their occupancy dates in accordance with Item G of the Schedule;

10.2 the Client or Client's invitees must register with the Agent before entering the Property, and in the event of arrival outside of normal office hours make prior arrangements with the Agent to register;

10.3 the Client or the Client's invitees may use the Property on shorter notice than that specified in Item G of the Schedule if there are no advance Bookings or if the advance Bookings can be transferred to other Properties in the Complex.

11. INDEMNITY

11.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;

11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client's failure to:

11.2.1 give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority;

11.2.2 comply with Clause 4.19.

12. CLIENT'S AND AGENT'S OBLIGATION REGARDING TOURIST INDUSTRY RATING

12.1 With the co-operation and assistance of the Client, the Agent is to set and maintain standards and services as required by the Tourist Industry in relation to the star rating for the Property established periodically by a recognised tourist authority (eg RACQ or Tourism Queensland).

13. PROMOTIONAL USE

13.1 The Client must permit the use of the Property free of charge for promotional purposes for the number of nights specified in Item F of the Schedule;

13.2 Promotional use shall:

13.2.1 only be permitted when the Property has no other Bookings;

13.2.2 be shared equally with other letting units if the Agent lets other units in the Complex.

14. TERMINATION

14.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), which provide that this Agreement ends on the date when one of the following happens:

14.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or

14.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;

14.1.3 the Client must give the notice referred to in Clause 14.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property;

14.2 The Client must pay to the Agent, all commissions and fees to which the Agent is entitled during the notice period outlined in clause 14.1.1 and 14.1.2 above;

14.3 Any termination does not affect either party's pre-existing rights and obligations.

15. CLIENT AND AGENT'S ACKNOWLEDGEMENT

The Client and the Agent acknowledge that:

15.1 they have received a copy of the Property occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;

15.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

16. ENTIRE AGREEMENT

16.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

© Copyright The Real Estate Institute of Queensland Ltd

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Annexure A

PO FORM 6 + REIQ HOLIDAY LETTING (RESIDENT LETTING AGENT) SCHEDULE & TERMS

Inventory

Property: Windsong
Lot No 112, Palmtrees Estate
Address: 3143 Esk Hampton Road, Ravensbourne 4352
Date 1 September 2024

Entrance
1 x Digital Smartlock, 1 x Wooden Hall table with drawers, 1 x Glass Black patterned Vase, 1x Glass Black patterned Bowl, 1 Stainless Coat stand, 1 x Framed Frog Print.

Kitchen
White 4-element ceramic cooktop. 60 cm Oven, white Range Hood, Microwave, 520L Samsung Fridge/freezer, Chrome Kettle & 2 slice Toaster, ALDI Expressi Coffee Machine & milk frother, 8 x glass Wine glasses, 8 assorted Drinking Glasses, 8 Coffee Mugs, Tea Pot, Coffee Plunger, 2 x cutting boards 8 Large dinner Plates 8 small side plates, 8 x soup bowls 4 x Pots with lids, Casserole dish, Serving dishes, assorted Kitchen utensils, Cutlery Set for 8, 4 Carving knives in block, Dish Drainer, Oil & Vinegar set, Salad Bowl, Stainless metal rubbish bin

Dining Area
1 x 6-seater wooden Dining Table and 4 wooden chairs, Grey rectangle floor mat

Lounge Room
Single leather Lounge with chaise, 1 x wooden coffee table, 1 side table, Beige rectangular floor rug. 1 x standard lamp & white shade,
1 media cabinet with: 2-speaker entertainment system/ DVD/CD/Bluetooth player, Starlink Router.
1 x 40 Samsung Smart TV on wall bracket
Black metal wood rack with fire tools, 1 set fire tools, 2 x metal buckets
6 x small framed prints.

Bedroom 1
1 x Queen bed and base, 1 leather look headboard, 4 x Bed Cushions, 1 x end blanket,
2 x black wood bedside tables, 2 x Ikea lamps with chargers, 1 x wooden upholstered chair,
1 x Framed Picture above bed, 1 x chrome luggage rack.

Bedroom 2
1 x Queen bed and base, 4 x Bed Cushions, 1 x end blanket,
2 x black wood bedside tables, 2 x bedside lamps 2 x Ikea wooden upholstered chairs,
1 x round coffee table, 1 x Ceiling fan

Bedroom 3
2 x single beds, 2 x Bed Cushions, 2 x grey bed throws,
2 blankets. 1 x black side table, 1 x reading lamp. 1 x wooden stand, 1 x microwave & kettle, 1 x wooden table with 4 white wood chairs, 1 x white pedestal fan, 1 x Ceiling fan
2 x Bathrooms & Downstairs Toilet
3 x Tidy bins, 2 x hair dryers.

Laundry Area (on veranda)
1 x Samsung front loader washing machine. 1 x Samsung Dryer, Laundry basket.

Outdoor Deck area
1 x Ziegler & Brown Gas BBQ with Metal Hood + 8.5 kg gas bottle,
6-seater extendable grey metal outdoor table with 6 grey covered seats, 1 x small footstool to match.
Carport
1 x green 120 L Waste Bin, 1 x yellow 120L Recycling Bin, 1 x wood rack, 1 x metal ash bin, 1 x yard broom, 1 x metal shoe rack

© Copyright The Real Estate Institute of Queensland Ltd

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

RAVENSBOURNE Escape

Rental Management Services Schedule

Effective – 1 September 2024 - Luxury Houses

Minimum House Standards

A Rental Pool House/Studio must have:

1. House name and lot number signage with reflective lettering visible from the Common Access road.
2. A coded key entry pad for visitor key collection or electronic entry
3. Adequate heating and reverse cycle air-conditioning
4. Linen from designated suppliers
5. Good quality doonas/quilts for beds with specified supplier doona covers
6. Clean and modern furniture
7. Clean and modern appliances
8. Well-presented walls and floors
9. Clean windows and outside walls
10. Matching crockery, cutlery, Glassware and saucepans
11. Pod Coffee Machine (ALDI Expressi preferred)
12. Clean floor coverings
13. Quality pillows, and mattresses (pillows may need to be changed annually)
14. Clean carport area and well-maintained driveway
15. External & Internal Rubbish bin for guest use, plus Ash Bin (Metal)
16. Well-presented landscape areas
17. Good quality outdoor furniture
18. Gas bottles (excluding BBQ Bottles) fitted with auto change-over facility on houses that require access to LP Gas for heating, cooking, hot water etc.
19. A good quality BBQ (Weber Q preferred)
20. Second BBQ gas bottle stored in house (optional for 1 bed Studios)
21. Wood racks internally and externally for easy and neat storage of logs for houses with wood burning heaters.

Insurance Requirements:

1. Owners must have house & contents insurance

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

2. Owners must have Landlords insurance with a minimum of $10 million public Liability proof to be provided at time of acceptance and annually thereafter when renewed.

Management Services

Ravensbourne Escape will organise the following services on behalf of the Owner (unless otherwise specified) and charge for the following services:

Building Internal Areas

Monthly or as required

1. Room cleaning, bed making, and supply of linen, towels
2. Internal fittings and appliance monitoring and repairs
3. Restocking of accessories, toiletries, paper towels, salt pepper, tea etc

Annual or as required

1. Pest control for ants, cockroaches, spiders.
2. Carpet, rug, sofa and cushion cleaning
3. Major house clean – all internal surfaces

Building External Areas

Monthly or as required

1. Front door entry and deck cleaning
2. Carport cleaning and driveway maintenance
3. External paint and finishes monitoring
4. Pathways and landscape feature area maintenance
5. Stormwater and erosion management
6. Storm clean-up and repairs
7. Gas bottle refill and replacement management
8. Tank water monitoring and top ups
9. Weed management – lantana, privet and other invasive weeds.
10. Management of Sewerage system inspection and maintenance services
11. Grass cutting and garden maintenance – weed control, pruning, mulching and infill planting

Annual or as required

1. External window clean
2. Clean Gutters and rainwater filters
3. Pest control – External Surfaces
4. Outdoor Furniture clean
5. Deck re-seals

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

RAVENSBOURNE Escape

Fees, Charges & Authorisations

The following Fees, Charges and Authorisations apply to this Agreement

Item #	*Description*	*Description*	*Fee (ex GST)*
1	**Management Commission**	Fee per Guest Stay based on Gross Rental Received	17.5 %
2	**Advertising/Marketing Fee**	Fee per Guest Stay based on Gross Rental Received	3.0 %
3	**Credit Card & Payment Gateway Fee**	Fee for credit/debit card payments via the Merchant Warrior payment gateway	1.95%
4	**Administration Fee**	Fee per month for each property listing managed	$32.00
5	**Booking & Trust Account System Fee**	Fee per month for each property listing managed for use of the Guesty/HIRUM Platform for bookings & statutory Trust Accounting	$75.00
6	**Rubbish & Recycling Fee**	Monthly charge for collection & removal of Guest rubbish and recycling and delivering this to the Ravensbourne Tip.	$25.00
7	**Pre-Stay Check Fee**	Pre-stay house check per booking on day of Guest arrival to ensure all items are ready for use and house is clean. Airconditioning, lights and spa are on and set for the visit.	$7.50
8	**Authorised Repairs and Maintenance Limit**	The Agent is permitted to authorise emergency or necessary repairs and maintenance without prior permission of the Owner up to a maximum value per instance.	$500.00
9	**Booking Cancellation fee**	Retained by Agent. Where a cancellation fee is charged to the guest who cancels (typically one-night's accommodation tariff), the Agent will retain $50 of that fee. The balance will go to the owners Unit Account.	$50.00
10	**Owner Stays**	The Owner may book to use the property for a number of nights during the year. The only fees charged these stays will be for **Cleaning, Linen and Accessories** to bring the property ready for next Guest rental. Any further stays will incur the **Management Commission, Cleaning, Linen and Accessories, Rubbish Collection and Pre-stay Fee** (See Cleaning & Incidentals schedule)	As per Contract Section G "Client Use" Clause
11	**GST**	Any GST payable will be passed on to the Owner as a charge for any services where applicable.	10%

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

RAVENSBOURNE Escape

Rental Rates

These are suggested standard rates and may be varied up or down at the discretion of the Manager to take advantage of demand, or times when occupancy is low.

General Houses						
	1 NIGHT RATE	MIDWEEK RATE Sun-Thurs	WEEKEND Fri+Sat	3+ Night stay Discount	Weekly Discount	Monthly Discount
Spring Summer 1 October - 31 March				15%	20%	22%
One Bedroom	**445**	**320**	**365**			
Two Bedroom	**555**	**415**	**460**			
Three Bedroom	**670**	**500**	**545**			
Autumn Winter 1 April - 30 September						
One Bedroom	**470**	**340**	**390**			
Two Bedroom	**585**	**445**	**505**			
Three Bedroom	**710**	**540**	**590**			

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

RAVENSBOURNE Escape

Rates & Charges for Cleaning, Supply & Maintenance Services

Cleaning Linen and Incidentals		Houses (Bedrooms booked)		
		1 Bedroom	2 Bedrooms	3 Bedrooms
Cleaning	To required COVID-19 Requirements	$ 130.00	$ 175.00	$ 220.00
Linen	Includes Quilt Covers, Bathrobes	$ 24.00	$ 36.00	$ 44.00
Other	Accessories, Toiletries, consumables	$ 20.00	$ 26.00	$ 32.00

Other Charges (when applicable)								
							Ex GST	
Additional Authorised Cleaning incl windows, spring clean, washing etc							$ 40.00	**per hour**
Inventory Preparation							$ 40.00	**per hour**
Outdoor Spa refresh (SE,TR, TT, AF)		*(includes empty + refill + chemicals & filter replacement/clean for outdoor spas)*					$ 80.00	**per clean**
House Deep Clean	*All Houses*		*only if scheduled - 6 Hours*				$ 240.00	**per house**
Weekend/Public Holiday Cleaning Fee							$ 40.00	**per house**
(Where a Cleaner is asked to work over a Weekend or Public Holiday to ready a house for incoming guests, this will be added to the standard cleaning charge for that house)								
Supervising Repairs							$ 40.00	**per hour**
Callouts for repairs or guest assistance (minimum 1/2 hour)							$ 40.00	**per hour**
Firewood Wood Supply & Delivery			*High Season only*				$ 90.00	**per month**

Third Party Charges

Any other charges for work done by RE or third parties will be passed on to the Owner either to pay directly or by arrangement be paid from their Unit Account Rentals at the end of each month.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Your Toowoomba STRATA Contact:
Kylie Everitt
07 4639 1955

FORM 33 - BODY CORPORATE CERTIFICATE
COVER SHEET

Toowoomba Strata Pty Ltd
ABN 73 010 319 892

1/200 Hume Street
PO Box 2244
TOOWOOMBA QLD 4350

T 07 4639 1955
E email@toowoombastrata.com.au
W www.toowoombastrata.com.au

Please find attached the following:-

- Form 33 - Body Corporate Certificate
- Register of Assests
- Register of Authorisation Affecting the Lots
- Register of Leases and Licences
- By-Laws
- Community Management Statement
- Building Management Statement (if applicable)
- Sinking Fund Forecast (most recent if held)
- Financial Statements (most recent)
- Certificate of Currency for Insurance (If applicable)
- Other Required Certificates (if applicable)

Details of the Subject Lot

Lot Number	**112**
Unit Number	**112**
Scheme Name	**RAVENSBOURNE PALM TREES ESTATE CTS 26298**
Building Address	**3143 HAMPTON ESK ROAD, RAVENSBOURNE**
Certificate Date	**16/09/2026**

Seller Details

Owner	**Christina Birgitta HANSSON**	*Office* *Must match request*

Warning - Levies!

The attached statement only includes amounts owing up to 16/09/2026. New levy amounts can easily be added after 16/09/2026, for example:-

- Standard levies if a new levy period has occurred since 16/09/2026
- Special levies if the levies are only approved after 16/09/2026
- Debt Collection levies can only be issued once the costs are known and this might only happen after 16/09/2026
- Interest and penalties levies issued after 16/09/2026

Prior to settlement (eg the morning of settlement) we recommend you obtain a new certificate or as a minimum telephone the office to check the balance owing.

Finally, even checking on the morning of settlement will not discover levies that might issue immediately after settlement. For example, if an EGM is due to be held the day after settlement and that meeting includes the issuing of a special levy. Prior to settlement a proper and through search of the body corporate records should be conducted.

This Statement does not have an indefinite life as circumstances change (eg levies change, insurances change etc). Accordingly, if you have any doubts you should check the currency of the document prior to issuing to a prospective purchaser. Additional fees will apply if a new document needs to be produced (regardless if no changes do actually happen).

Warning!

New Owners become jointly and severally liable for all amounts owing.

166 Payment and recovery of body corporate debts
(3) A liability to pay a body corporate debt in relation to a lot is enforceable jointly and severally against each of the following persons-
(a) a person who was the owner of the lot when the debt became payable;
(b) a person, including a mortgagee in possession, who becomes an owner of the lot before the debt is paid.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

FORM 33 - BODY CORPORATE CERTIFICATE

NEED MORE INFORMATION!

Toowoomba STRATA's role

It is **not** the role of Toowoomba Strata staff to provide advice about this Form 33. If you do have questions you need to direct those questions to your legal advisor. Please do **not** be offended if we kindly ask you to chat through your questions with your legal advisor. It is always best to telephone your legal adviser, it is their job to protect your interests that is why you pay them!

Free Search Items

Do you need more information for free, for example:

- Architectural plans (if held)
- Easement documentation (if any)
- Engineering plans (if held)
- Financial Statements (more than just one year)
- Minutes of General Meetings (from establishment)
- Minutes of Committee Meetings (from establishment)
- Survey plans (which helps determine maintenance responsibility)
- etc

All of these items are freely available at https://www.toowoombastrata.com.au/bodies-corporate-library

Paid Search Items *(currently $77 to receive all records electronically)*

Would you like to read even more, including all correspondence, email etc - you should conduct a search of the body corporate records at https://www.toowoombastrata.com.au/shop. This means you receive every document Toowoomba Strata holds in relation to the body corporate.

Understanding the law

The Act https://www.legislation.qld.gov.au/view/html/inforce/current/act-1997-028

Accommodation Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0229
Commercial Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0230
Small Schemes Module https://www.legislation.qld.gov.au/view/html/asmade/sl-2020-0231
Specified Two-Lot Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2011-0305
Standard Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0233

Government Buying Information

www.qld.gov.au/buyingbodycorporate

Building Condition Reports

Consider if a building condition report should be undertaken. This will help identify:

- Current maintenance items that require attention
- Future maintenance items that will require future attention
- Analysis of the current sinking fund balance and current sinking fund levies against the future maintenance requirements (most providers do **NOT** undertake this analysis ... but they should!)

Note: *While the lot you are purchasing maybe in perfect condition, it is important to remember that you are part of an entire building. For example, the lot at the other end of the complex may require underpinning, the sinking fund is inadequate, you maybe forced to pay a special levy to fund the underpinning repair works.*

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **16/09/2026**.

Name of Scheme	RAVENSBOURNE PALM TREES ESTATE CTS 26298	**Lot**	112

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.

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997.* 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;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- *for schemes under specified two-lot schemes module*, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

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.

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.

For schemes under specified two-lot schemes module, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

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 community titles scheme	**RAVENSBOURNE PALM TREES ESTATE CTS 26298**
Address of community titles scheme	3143 HAMPTON ESK ROAD, RAVENSBOURNE QLD 4352
Body corporate manager	Bodies corporate often engage a body corporate manager to handle administrative functions. The body corporate manager for the scheme: Toowoomba STRATA ABN: 73010319892 PO Box 2244 TOOWOOMBA QLD 4350 Ph: 0746391955 email@toowoombastrata.com.au
Accessing records	Who is responsible for keeping the body corporate's records? - The body corporate manager named above.

Property and community titles scheme details

Lot number	112
Plan number	SP 114281
Plan of subdivision	Standard Format Plan The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.
Regulation module	Standard 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.
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 at 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.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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 by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
Exclusive use areas	Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise. **Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?** - Refer By-Laws and/or the Community Management Statement (CMS) If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate.

Lot entitlements and financial information

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule	Contribution schedule lot entitlement for the lot: **10** Total contribution schedule lot entitlements for all lots: **220**
Interest schedule	Interest schedule lot entitlement for the lot: **10** Total interest schedule lot entitlements for all lots: **220**
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.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Owner contributions and amounts owing

WARNING! The following pages disclose owners contributions and amounts owing for the current financial year ONLY.

This means levies that have been approved that fall outside of the current financial year are not disclosed in this certificate.

To ensure full disclosure of these amounts the final attachments to the certifidate are:

- **Levy Transaction Summary (inluding all levies approved for both the current year and future years)**
- **Levy Notice (if a balance is outstanding)**

***** If this page shows blank fields, please refer to the owner transaction summary included at the end of the document for full disclosure.**

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Owner contributions and amounts owing - see WARNING previous page

Administrative fund contributions

Total amount of contributions (before any discount) for Lot 112 for the current financial year	$2,009.99
Number of instalments	4 (if there are more rows in the below tables than the number of instalments, they will be blank)
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
31/12/2025	Standard Levy Contribution Schedule (01/12/2025 - 28/02/2026)	$500.00	$50.00 if paid by 31/12/2025	Fully Paid
31/03/2026	Standard Levy Contribution Schedule (01/03/2026 - 31/05/2026)	$503.33	$50.35 if paid by 31/03/2026	Fully Paid
30/06/2026	Standard Levy Contribution Schedule (01/06/2026 - 31/08/2026)	$503.33	$50.35 if paid by 30/06/2026	Fully Paid
30/09/2026	Standard Levy Contribution Schedule (01/09/2026 - 30/11/2026)	$503.33	$50.35 if paid by 30/09/2026	Not Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 112 for the current financial year	$556.66
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
31/12/2025	Standard Levy Contribution Schedule (01/12/2025 - 28/02/2026)	$100.00	$10.00 if paid by 31/12/2025	Fully Paid
31/03/2026	Standard Levy Contribution Schedule (01/03/2026 - 31/05/2026)	$152.22	$15.20 if paid by 31/03/2026	Fully Paid
30/06/2026	Standard Levy Contribution Schedule (01/06/2026 - 31/08/2026)	$152.22	$15.20 if paid by 30/06/2026	Fully Paid
30/09/2026	Standard Levy Contribution Schedule (01/09/2026 - 30/11/2026)	$152.22	$15.20 if paid by 30/09/2026	Not Paid
			if paid by	
			if paid by	

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Special contributions (if any)

You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 112	$0.00
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Other amounts payable by the lot owner (if any)

For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	

Summary of amounts due but not paid by the current owner

At the date of this certificate 16/09/2026, the following amounts are due but not yet paid for the lot.
A $0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	$0.00
Overdue special contributions	$0.00
Penalties on overdue contributions	$0.00
Other amounts due but not paid	
Total amounts due but not paid	**$0.00**
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	$0.00

Common property and assets

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

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

Sinking fund forecast and balance (maintenance and replacement of common property / assets	The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions. Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure. **Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?** - No If yes, you can obtain a copy from the body corporate records. **Current administrative fund balance (as at date of certificate):** $15,479.69 **Current sinking fund balance (as at date of certificate):** $12,717.56 **Current Total fund balance (as at date of certificate):** $28,197.25 **Warning!** The existence of a sinking fund forecast does **NOT** mean the body corporate has an adequately funded Sinking Fund. A prudent due diligence of the future maintenance requirements should still be undertaken. A sinking fund forecast can often never fully estimate unknown or hidden items eg the condition of underground services. Finally, a sinking fund forecast will provide recommended contributions, however, often these recommendations are NOT followed which means the chance of special levies remains high due to not properly funding the sinking fund.
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. **Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition?** - No If yes, details given with this certificate. **Warning!** Lot owners often make unauthorised improvements eg installation of whirly birds, skylights, awnings, pergola covering, paving courtyards etc. All improvements are meant to be approved by the body corporate and recorded in the Register of Authorisations Affecting the Common Property. However, unauthorised improvements still occur and the current lot owner is responsible for the maintenance of these unauthorised improvements.
Body corporate assets	The body corporate must keep a register of all body corporate assets worth more than $1,000. - A copy of the body corporate register of assets is given with this certificate (if any).

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.

Warning! Please ensure you fully understand if the buildings and all lots are insured by the body corporate. Often, a body corporate formed under a standard format plan of subdivision will have a building and infrastructure insurance policy that does **NOT** insure the lots and only insures common infrastructure eg common property fencing, roads, gates etc.

Body corporate insurance policies	Details of each current insurance policy held by the body corporate are given with this certificate. This includes, for each policy, the: - type of policy; - name of the insurer; - sum insured; - amount of premium; and - excess payable on a claim.
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. **Warning!** The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. Contents includes carpets, curtains, dishwashers, furniture and personal belongings.

Contracts and authorisations

Caretaking service contractors and letting agents	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: - 1 year if the Specified Two-lot Schemes Module applies to the scheme; - 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 If yes, name of caretaking service contractor engaged: **Has the body corporate authorised a letting agent for the scheme?** - No If yes, name of authorised letting agent:
Embedded network supply	Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network? **Electricity**: No **Hot Water / Gas**: No **Internet / Data**: No More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate. **Warning!** The existence of an embedded network generally means you have no choice of electrical retailer. For example, it is generally impossible for an occupier to use a different "main stream" electrical retailer.

Body corporate authority

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

Name/s	Jason Elliott on behalf of Toowoomba Strata Pty Ltd
Position/s held	Sole Director of Toowoomba Strata Pty Ltd duly appointed body corporate manager
Signature/s	
Date	16/09/2026

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance - certificate of currency
- insurance - certificate of insurance or another similar renewal document that shows information regarding the premium paid (depending which is held on file)

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

	Exclusive Use Area	Private Yard	Part of the lot	Common property
How recorded	Drawn as part of the by-laws applying to the body corporate. These by-laws can either be within the Community Management Statement or as a Change of By-Laws for pre 1997 bodies corporate	Drawn as part of the Survey Plan. Only applies to Building Format Plans drawn after 1997	Drawn as part of the lot boundaries. Only applies to Standard Format Plans (and Group Title Plans)	Sometimes areas are physically fenced off but are **NOT** connected legally to the lot at all ie they remain common property.
Maintenance Responsibility	Mostly by the lot owner (but not always) you need to read the associated by-laws	By the lot owner	By the lot owner	By the body corporate. However, sometimes access to these areas is impossible other coming through the lot.
Improvements to the area eg paving, tool lockers, water tanks etc	Only with the permission of the body corporate	Only with the permission of the body corporate	Only with the permission of the body corporate	Only with the permission of the body corporate

Exclusive Use Car Parks

Never assume adjacent car parks are for the exclusive use of the lot. Almost certainly they are not allocated to the lot (even if often occupied by an occupant). You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

Never assume parking in front of garages or in the driveway is OK. Almost certainly the area is simply common property and not carparking at all. You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Sinking Fund Forecast and Balance FAQ's

There is no current sinking fund forecast!	Some bodies corporate choose **NOT** to obtain a professional sinking fund forecast. Often the cost of obtaining a sinking fund forecast is the reason for not obtaining the forecast. This would never be a sound recommendation.
The body corporate is not contributing the amounts suggested by the sinking fund forecast?	Some bodies corporate choose **NOT** to contribute the suggested amount. Often contributing the suggested amount would significantly increase levies and some bodies are not prepared to pay significantly higher levies. This would never be a sound recommendation.
Is the sinking fund forecast a guarantee of the future expenditure?	No! It is impossible to predict the future. Some maintenance issues will arise sooner than predicted. Some maintenance issues will cost more than predicted. Some maintenance items are impossible to predict (eg underground services).
The sinking fund seems very low!	This happens when maintenance issues happen sooner than predicted or were not predicted at all. This happens when a maintenance costs are more than predicted. Also, this happens when insufficient contributions are made to the sinking the fund. **NEVER** assume the sinking fund will always hold enough money for every maintenance issue that will arise.
Does having a sinking fund forecast guarantee a well-funded sinking fund?	No! Because maintenance issues happen sooner than predicted or were not predicted at all. Maintenance issues may be more expensive than predicted. Also, this happens when insufficient contributions are made to the sinking the fund.
What is the correct sinking fund balance?	That is an impossible question! Also, some people would prefer lower contributions and accept the risk of special levies whereas others would prefer a very conservative and extremely well fund sinking fund.
The building is brand new does that means the sinking fund levies should be very low?	No! Nothing stays brand new forever! Everything starts to age immediately, paintwork, fencing, retaining walls, the roof, underground services etc
Does the original owner prefer to have lower sinking fund levies?	Yes! The original owner will often argue that the building is brand new under the builder's warranty and will need nothing spent for 10+ years. However, every building starts aging and deteriorating on day 1 and not after 10+ years. The original owner and their real estate agent prefer to market the body corporate with "low levies".
How are special levies avoided?	The are only two ways to avoid special levies: • Ensure the sinking fund has a very high and conservative balance (even that is not a guarantee) • Delay maintenance (but that may not be possible eg the sewer needs replacement now)
What questions should I be asking?	How old is the building? What is the condition of the building? What is the sinking fund balance compared to the forecasted balance? Is the body corporate contributing the recommended amounts? Then just be conservative!

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Asset Register

26298 RAVENSBOURNE PALM TREES ESTATE 3143 HAMPTON ESK ROA

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value

Nil

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Authorisations Affecting Lots
26298 RAVENSBOURNE PALM TREES ESTATE 3143 HAMPTON ESK ROAD

Lot No	Resolution Date	Description	Conditions

Nil

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

WARNING… DOMESTIC PETS ARE BANNED

Your attention is drawn to By Law 19 of Ravensbourne Hillside Estate CTS 33712

Condition (k) 2 of Town Planning Consent T3/101 & T2/206/374243/IO'D:LW
Crows Nest Shire Council Qld 30/09/1997

and

Condition 9 (b) of Development Application (Change of Use) DA 257
Crows Nest Shire Council Qld 25/02/2004

both require that The Body Corporate ban domestic pets from the entire Development.

Accordingly, The Body Corporate has no authority to grant approval for any domestic animal to be kept, or brought, onto any Lot or the Common Area by any Lot Owner, Occupier, or Visitor, unless it is an accompanying Registered Assistance Animal under any Statute.

A copy of each Crows Nest Shire Council Qld Document is available for perusal upon request to Toowoomba Strata.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

BY-LAWS – RAVENSBOURNE PALM TREES ESTATE CTS 26298

PART A – PRELIMINARY

1 Structure

1.1 These by-laws are set out in the following structure:

(a) Part A – Preliminary

(b) Part B – Interferences

(c) Part C – Works

(d) Part D – Regulation of use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

(a) **'Act'** means the *Body Corporate Community Management Act* 1997(Qld).

(b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.

(c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.

(d) **'Common Property'** means Scheme Land that is not included in a Lot.

(e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

(f) **'Lot'** means a lot in the Scheme.

(g) **'Occupier'** means any person that occupies a Lot.

(h) **'Owner'** means an owner of a Lot.

(i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

(j) **'Scheme'** means Ravensbourne Palm Trees Estate CTS 26298.

(k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.

(l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

(m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

(n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Layered arrangement

3.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

4.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Owner; and

(b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of the Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

6 Application and approval process

6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate’s consent.

6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant’s compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any noncompliance.

6.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

PART B - INTERFERENCES

7 Noise and nuisances

7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

(a) causes a nuisance or hazard;

(b) interferes unreasonably with the use or enjoyment of another Lot; or

(c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

(b) use as storage, or place items on, the Common Property.

9 Smoking

9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

(a) in a completely or substantially enclosed area on the Common Property;

(b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or

(c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

10 Auctions

10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10.2 An Owner must not place on a Lot or Common Property signs for direction, the sale or letting of a Lot or any other advertising sign without the written approval of the Body Corporate.

11 Garage sales

11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Parking

12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or

(b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

13 Vehicles

13.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

14 Communications

14.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

(a) an annoyance;

(b) a nuisance;

(c) threatening or intimidating;

(d) defamatory; or

(e) anti-social.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

PART C - WORKS

15 Damage

15.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

16 Common Property Improvements

16.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17 Lot Improvements

17.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

18 External appearance of a lot

18.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

PART D – REGULATION OF USE

19 Animals

19.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

(a) bring or keep an animal on the Lot or the Common Property; or

(b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

Note –

Paragraph (k)(2) of the Town Planning Consent issued on 30 September 1997 requires that the Body Corporate ban domestic pets from the development. Accordingly, the Body Corporate is unable to grant approval for any domestic pet.

20 Alienation

20.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or

(b) alienate in any way any part of the common property; or

(c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

21 Common Property Garbage

21.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

21.2 An Owner or Occupier must:

(a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;

(b) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;

(c) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

(d) not cause damage to the garbage receptacles;

(e) not overfill the garbage receptacles; and

(f) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

22 Dangerous substances

22.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

(a) used or intended to be used for domestic purposes; or

(b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

23 Removals

23.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

(a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and

(b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

24 No interference

24.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or

(b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

25 Interference with support, shelter, utility infrastructure

25.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

(a) support or shelter provided for a Lot or the Common Property;

(b) utility infrastructure or utility services; or

(c) body corporate assets.

26 Health and safety

26.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

(a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;

(b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

(c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

27 Social functions

27.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

28 Use of lots

28.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

(a) residential purposes; or

(b) a home office.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

28.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

29 Security

29.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

(a) interfere or tamper with a Security Access Device;

(b) copy a Security Access Device;

(c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or

(d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

ARCHITECTURAL AND LANDSCAPE CODE
- RAVENSBOURNE PALM TREES ESTATE CTS 26298

1 OBJECTS

1.1 The object of this code is to ensure that an Occupier recognises that Ravensbourne Palm Trees Estate CTS 26298 is a special place, the aim of which has been to create a modern, well designed, environmentally sound and attractive development. In recognition of this object, an Occupier acknowledges that the Lots and the Common Property must at all times be used, managed and controlled so as to conform with the following principles –

1.2 To this end:

(a) The flora and fauna are to be observed and enjoyed at all times and in such a manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

(b) An Occupier must comply with the object of this code in relation to the general landscape, buildings, making of other improvements and protection of the natural environment.

(c) An Occupier must use all endeavours to preserve at all times these objects as they relate to the use or activity of a Lot or Common Property.

2 IMPROVEMENTS - GENERAL

2.1 Occupiers must:-

(a) Ensure compliance with all Building Provisions; and

(b) All building and other structures shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices and only with good quality materials being used.

3 BUILDING DESIGN

3.1 To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, and to maintain the atmosphere of dwellings within a park setting, the following will apply in relation to building design:

(a) All Building work must comply with the Building Provisions

(b) Occupiers are always encouraged to use natural products or naturally looking products

(c) Occupiers are encouraged to strive for design excellence

(d) Occupiers are encouraged to design buildings, features, and colours that work in harmony with the natural environment.

(e) Occupiers must submit the Local Government approved plans to the Body Corporate for appraisal prior to building.

4 SCREENING

4.1 Occupiers must appropriately screen all bin areas, storage areas (including under home storage areas), water tanks, utility areas, clothes drying areas etc to minimise their impact to surrounding lots and the common property.

5 FENCING THE PERIMETER OF LOTS

5.1 Occupiers must not fence the perimeter of lots as that is against the principals of open space that is be promoted in the Estate.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6 BUSHFIRE PREVENTION

6.1 Buildings must be sighted and designed, and landscape improvements managed to ensure the buildings are protected in the event of bushfire having regard to the following:

(a) Bushfire protection is the responsibility of the Owner in the case of a Lot, and the Body Corporate in the case of the Common Property.

(b) Occupiers must comply with the bush fire policy contained in the development approval issued by the Local Government and any additional bush fire policy prepared by the Body Corporate.

(c) Committee of the Body Corporate is empowered to carry out all works necessary on Common Property to ensure that it is protected in the event of bushfire.

(d) An Occupier must not do or allow to be done any act which might obstruct or disrupt firefighters in the process of fighting a fire on a Lot or Common Property.

7 MAINTENANCE

7.1 Each Owner must ensure the improvements on his Lot are maintained to an acceptable standard.

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

GENERAL REQUEST

Duty Imprint

718975931

$91.00
07/09/2018 11:43

BE 470

1. Nature of Request

Request to Record a New Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

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

Toowoomba Strata Pty Ltd
PO Box 2244
TOOWOOMBA QLD 4350
Phone 07 4639 1955
Email email@toowoombastrata.com.au

Lodger Code

2. Lot on Plan Description

Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298

Title Reference

50246821

3. Registered Proprietor / State Lessee

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

4. Interest

Fee Simple

5. Applicant

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

6. Request

We hereby request that the New Community Management Statement deposited herewith which amends Schedules A, C and D be recorded as the Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298 and that c/- Toowoomba Strata Pty Ltd, PO Box 2244, TOOWOOMBA QLD 4350 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

Execution Date

30/8/18

The Common Seal of BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

Applicant's or Solicitor's Signature

Chairperson

Secretary

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

© The State of Queensland (Natural Resources, Mines and Energy) 2018

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

NEW COMMUNITY MANAGEMENT STATEMENT

26298

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Ravensbourne Palm Trees Estate
Community Titles Scheme 26298

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298	50246821
Lots 100 to 121 on SP 114281	50246822 to 50246843

5. #Name and address of original owner

Not applicable

6. Reference to plan lodged with this statement

Not applicable

 # first community management statement only

7. Local Government community management statement notation

Not Applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

_____ **signed**

_____ **name and designation**

_____ **name of Local Government**

8. Execution by original owner/Consent of body corporate

Execution Date

30/8/18

*** Execution**

RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298 NEW SOUTH WALES
The Common Seal of

Chairperson

Secretary

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 100 on SP 114281	10	10
Lot 101 on SP 114281	10	10
Lot 102 on SP 114281	10	10
Lot 103 on SP 114281	10	10
Lot 104 on SP 114281	10	10
Lot 105 on SP 114281	10	10
Lot 106 on SP 114281	10	10
Lot 107 on SP 114281	10	10
Lot 108 on SP 114281	10	10
Lot 109 on SP 114281	10	10
Lot 110 on SP 114281	10	10
Lot 111 on SP 114281	10	10
Lot 112 on SP 114281	10	10
Lot 113 on SP 114281	10	10
Lot 114 on SP 114281	10	10
Lot 115 on SP 114281	10	10
Lot 116 on SP 114281	10	10
Lot 117 on SP 114281	10	10
Lot 118 on SP 114281	10	10
Lot 119 on SP 114281	10	10
Lot 120 on SP 114281	10	10
Lot 121 on SP 114281	10	10
TOTALS	220	220

Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principle under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principle".

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a subsidiary scheme in accordance with the layered arrangement identified in Ravensbourne Park Estate Community Titles Scheme 26250.

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE C BY-LAWS

PART A – PRELIMINARY

1 Structure

1.1 These by-laws are set out in the following structure:

(a) Part A – Preliminary

(b) Part B – Interferences

(c) Part C – Works

(d) Part D – Regulation of use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

(a) **'Act'** means the *Body Corporate Community Management Act* 1997(Qld).

(b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.

(c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.

(d) **'Common Property'** means Scheme Land that is not included in a Lot.

(e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

(f) **'Lot'** means a lot in the Scheme.

(g) **'Occupier'** means any person that occupies a Lot.

(h) **'Owner'** means an owner of a Lot.

(i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

(j) **'Scheme'** means Ravensbourne Palm Trees Estate CTS 26298.

(k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.

(l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

(m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

(n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Layered arrangement

3.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

4.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Owner; and

(b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of the Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

6 Application and approval process

6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any noncompliance.

6.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

PART B - INTERFERENCES

7 Noise and nuisances

7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

(a) causes a nuisance or hazard;

(b) interferes unreasonably with the use or enjoyment of another Lot; or

(c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

(b) use as storage, or place items on, the Common Property.

9 Smoking

9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

(a) in a completely or substantially enclosed area on the Common Property;

(b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or

(c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

10 Auctions

10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10.2 An Owner must not place on a Lot or Common Property signs for direction, the sale or letting of a Lot or any other advertising sign without the written approval of the Body Corporate.

11 Garage sales

11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Parking

12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or

(b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

13 Vehicles

13.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

14 Communications

14.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

(a) an annoyance;

(b) a nuisance;

(c) threatening or intimidating;

(d) defamatory; or

(e) anti-social.

PART C - WORKS

15 Damage

15.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

16 Common Property Improvements

16.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17 Lot Improvements

17.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

18 External appearance of a lot

18.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

PART D – REGULATION OF USE

19 Animals

19.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) bring or keep an animal on the Lot or the Common Property; or

(b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

Note –

Paragraph (k)(2) of the Town Planning Consent issued on 30 September 1997 requires that the Body Corporate ban domestic pets from the development. Accordingly, the Body Corporate is unable to grant approval for any domestic pet.

20 Alienation

20.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or

(b) alienate in any way any part of the common property; or

(c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

21 Common Property Garbage

21.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

21.2 An Owner or Occupier must:

(a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;

(b) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;

(c) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

(d) not cause damage to the garbage receptacles;

(e) not overfill the garbage receptacles; and

(f) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

22 Dangerous substances

22.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

(a) used or intended to be used for domestic purposes; or

(b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

23 Removals

23.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

(a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

24 No interference

24.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or

(b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

25 Interference with support, shelter, utility infrastructure

25.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

(a) support or shelter provided for a Lot or the Common Property;

(b) utility infrastructure or utility services; or

(c) body corporate assets.

26 Health and safety

26.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

(a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;

(b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

(c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

27 Social functions

27.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

28 Use of lots

28.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

(a) residential purposes; or

(b) a home office.

28.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

29 Security

29.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

(a) interfere or tamper with a Security Access Device;

(b) copy a Security Access Device;

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or

(d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ARCHITECTURAL AND LANDSCAPE CODE

1 OBJECTS

1.1 The object of this code is to ensure that an Occupier recognises that Ravensbourne Palm Trees Estate CTS 26298 is a special place, the aim of which has been to create a modern, well designed, environmentally sound and attractive development. In recognition of this object, an Occupier acknowledges that the Lots and the Common Property must at all times be used, managed and controlled so as to conform with the following principles –

1.2 To this end:

(a) The flora and fauna are to be observed and enjoyed at all times and in such a manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

(b) An Occupier must comply with the object of this code in relation to the general landscape, buildings, making of other improvements and protection of the natural environment.

(c) An Occupier must use all endeavours to preserve at all times these objects as they relate to the use or activity of a Lot or Common Property.

2 IMPROVEMENTS - GENERAL

2.1 Occupiers must:-

(a) Ensure compliance with all Building Provisions; and

(b) All building and other structures shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices and only with good quality materials being used.

3 BUILDING DESIGN

3.1 To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, and to maintain the atmosphere of dwellings within a park setting, the following will apply in relation to building design:

(a) All Building work must comply with the Building Provisions

(b) Occupiers are always encouraged to use natural products or naturally looking products

(c) Occupiers are encouraged to strive for design excellence

(d) Occupiers are encouraged to design buildings, features, and colours that work in harmony with the natural environment.

(e) Occupiers must submit the Local Government approved plans to the Body Corporate for appraisal prior to building.

4 SCREENING

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

4.1 Occupiers must appropriately screen all bin areas, storage areas (including under home storage areas), water tanks, utility areas, clothes drying areas etc to minimise their impact to surrounding lots and the common property.

5 FENCING THE PERIMETER OF LOTS

5.1 Occupiers must not fence the perimeter of lots as that is against the principals of open space that is be promoted in the Estate.

6 BUSHFIRE PREVENTION

6.1 Buildings must be sighted and designed, and landscape improvements managed to ensure the buildings are protected in the event of bushfire having regard to the following:

(a) Bushfire protection is the responsibility of the Owner in the case of a Lot, and the Body Corporate in the case of the Common Property.

(b) Occupiers must comply with the bush fire policy contained in the development approval issued by the Local Government and any additional bush fire policy prepared by the Body Corporate.

(c) Committee of the Body Corporate is empowered to carry out all works necessary on Common Property to ensure that it is protected in the event of bushfire.

(d) An Occupier must not do or allow to be done any act which might obstruct or disrupt firefighters in the process of fighting a fire on a Lot or Common Property.

7 MAINTENANCE

7.1 Each Owner must ensure the improvements on his Lot are maintained to an acceptable standard.

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

Nil

17

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

718258996

$88.00
07/09/2017 09:29

TA 470

1. Nature of Request

Request to Record a New Community Management Statement for Ravensbourne Park Estates Community Titles Scheme 26250

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

Toowoomba Strata Pty Ltd
PO Box 2244
TOOWOOMBA QLD 4350
Phone 07 4639 1955
Email email@toowoombastrata.com.au

Lodger Code

2. Lot on Plan Description

Common Property of Ravensbourne Park Estates Community Titles Scheme 26250

Title Reference

50244276

3. Registered Proprietor / State Lessee

BODY CORPORATE FOR RAVENSBOURNE PARK ESTATES CTS 26250

4. Interest

Fee Simple

5. Applicant

BODY CORPORATE FOR RAVENSBOURNE PARK ESTATECTS 26250

6. Request

We hereby request that the New Community Management Statement deposited herewith which amends Schedules C & D be recorded as the Community Management Statement for Ravensbourne Park Estates Community Titles Scheme 26250 and that c/- Toowoomba Strata Pty Ltd, PO Box 2244, TOOWOOMBA QLD 4350 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

Execution Date

3/9/17

BODY CORPORATE FOR RAVENSBOURNE PARK ESTATES COMMUNITY TITLES SCHEME 26250 ★ The Common Seal of

Applicant's or Solicitor's Signature

Robert Dahl
Chairperson

Desmond Harper
Ordinary Member

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

© The State of Queensland (Dept of Natural Resources and Mines) 2018

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

NEW COMMUNITY MANAGEMENT STATEMENT

This statement incorporates and must include the following:

26250

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

CMS LABEL NUMBER

1. Name of community titles scheme

Ravensbourne Park Estates
Community Titles Scheme 26250

2. Regulation module

Commercial Module

3. Name of body corporate

Body Corporate for Ravensbourne Park Estates Community Titles Scheme 26250

4. Scheme land

Description of Lot	County	Parish	Title Reference
See Annexure – Enlarged Panel			

5. Name and address of original owner #

Not applicable

6. Reference to plan lodged with this statement

~~SP 272766~~ 1

 # first community management statement only

7. Local Government community management statement notation

Not Applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

_____ **signed**

_____ **name and designation**

_____ **name of Local Government**

8. Execution by original owner/Consent of body corporate

Execution Date

3-9-2014

*** Execution**

The Common Seal of BODY CORPORATE FOR RAVENSBOURNE PARK ESTATES COMMUNITY TITLES SCHEME 26250

Robert Dahl, Chairperson
Signed for and on behalf of the Body Corporate

Desmond Harper, Ordinary Member
Signed for and on behalf of the Body Corporate

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Title Reference [50244276]

Statement about alteration or minor correction to Land Registry Form
Form being altered or corrected: New Community Management Statement

Name of authorized person or solicitor: Anthony John Collins

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

DAVIDSON & SULLIVAN

Item/s being altered or corrected:

ITEM 5:

Details of alteration or minor correction:

The reference SP 272766 has been deleted as no Plan is being lodged with the new Community Management Statement.

Party represented (where signed by solicitor): Applicant

.....
Authorised person's or Solicitor's Signature

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Title Reference 50244276

4. Scheme land

Description of Lot	County	Parish	Title Reference
Common Property of Ravensbourne Park Estates Community Titles Scheme 26250	Cavendish	Buaraba	50244276
Lot 1 on SP 272766	Cavendish	Buaraba	
Lot 2 on SP 272766	Cavendish	Buaraba	
Lot 3 on SP 272766	Cavendish	Buaraba	
Lot 4 on SP 272766	Cavendish	Buaraba	
Body Corporate for Ravensbourne Palm Trees Estate Community Titles Scheme 26298	Cavendish	Buaraba	50246821
Lots 100 to 121 on SP 114281	Cavendish	Buaraba	50246822 – 50246843
Body Corporate for Ravensbourne Hillside Estate Community Titles Scheme 33712	Cavendish	Buaraba	50544296
Lots 200 to 231 on SP 164284	Cavendish	Buaraba	50544297 – 50544328
Lot 233 on SP 164284	Cavendish	Buaraba	50544329
Lot 235 on SP 164284	Cavendish	Buaraba	50544330
Lot 237 on SP 164284	Cavendish	Buaraba	50544331
Lot 238 on SP 164284	Cavendish	Buaraba	50544332

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Title Reference 50244276

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 272766	4	20
Lot 2 on SP 272766	1	9
Lot 3 on SP 272766	1	17
Lot 4 on SP 272766	4	506
Ravensbourne Palm Trees Estate Community Titles Scheme 26298	2	146
Ravensbourne Hillside Estate Community Titles Scheme 33712	2	192
TOTALS	14	890

Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principal under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principal".

Section 66(1)(db)(ii) - Explanation Why The Contribution Schedule Lot Entitlements Are Not Equal

The lots in the scheme vary in size considerably. The expected number of occupants is also expected to vary considerably based on the size of the lots. It is expected that the larger lots will more intensely use the common property and services provided to the common property and the building. The contribution schedule lot entitlements have been determined on this basis.

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

It is intended that the scheme be part of a layered arrangement of Community Titles Schemes. This scheme is the principal scheme and is known as Ravensboume Park Estates Community Titles Scheme 26250.

Lots 5 & 6 are to be further subdivided into lots and common property and they will be subsidiary schemes.

Lot 5 has been subdivided Into 22 lots and common property for residential purposes and Is known as Ravensboume Palm Trees Estate CTS 26298 ("Scheme B"). Scheme B comprises Lots 100-121 (inclusive) on SP 114281.

Lot 6 Is to be subdivided into 50 lots and common property for residential purposes and will be known as Ravensboume Hillside Estate ("Scheme C").

Scheme C is to be developed progressively. The first stage of Scheme C will comprise 35 lots (being lots 200 – 231 (inclusive). 233, 235 and 237 on SP 164284), a balance lot (being lot 238 on SP 164284) and common property. The second stage (which subdivides lot 238 on SP 184284) will comprise 15 lots and common property.

The bodies corporate for schemes B & C will be members of the *body* corporate for Ravensboume Park Estates CTS 26250, along with lots 1 to 4 on SP 272766.

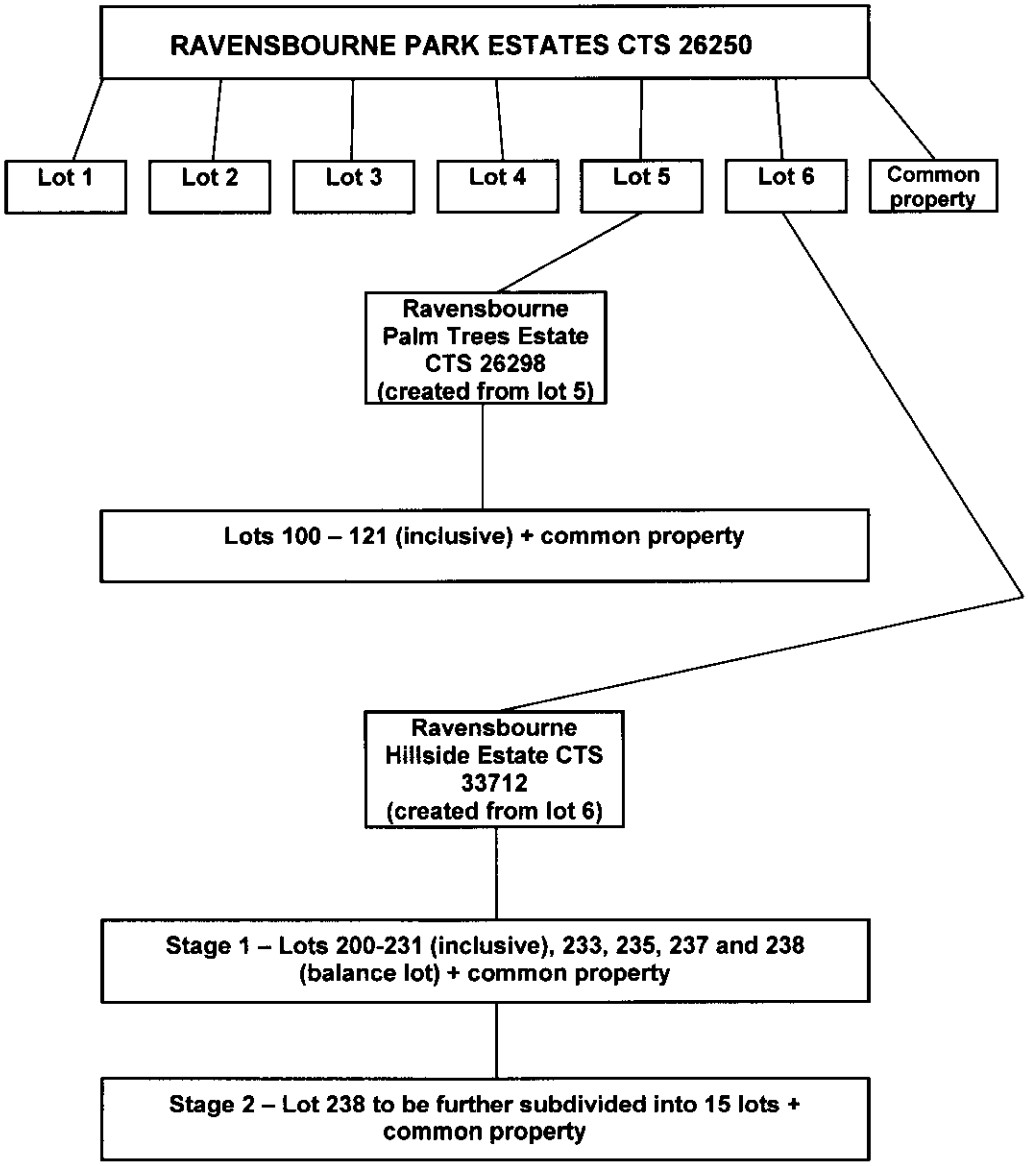
Concept Plan "A" explains the development.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Title Reference 50244276

Concept plan "A"

DIAGRAMMATICAL OUTLINE



Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE C BY-LAWS

1. DEFINITIONS

1.1 Dictionary

Act	means the Body Corporate and Community Management Act 1997
Body Corporate	has the same meaning as in the Act
Body Corporate Committee	has the same meaning as in the Act
Commissioner	has the same meaning as in the Act
Commercial Lot	means lots 1 to 4 on SP 272766 on which commercial structures and dwellings may be built.
Common Property	has the same meaning as in the Act
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 of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot
Owner	has the same meaning as in the Act
Manager	means the person engaged by the Body Corporate from time to time to carry out caretaking and other services
Residential Lot	means lot 5 on SP 112480 (Ravensbourne Palm Trees Estate) and lot 6 on SP 160691 (Ravensbourne Hillside Estate)
Scheme Land	has the same meaning as in the Act.

1.2 Rules for Interpretation

In these by-laws unless the context indicates a contrary intention -

a) words denoting any gender include all genders

b) the singular number includes the plural and vice versa

c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors

d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa

e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally

f) references to any legislation includes any legislation which amends or replaces that legislation

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

g) headings are included for convenience only and will not affect the interpretation of these by-laws

h) a reference to any thing includes the whole or each part of it; and

i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. VEHICLES

An Occupier must not park any vehicle upon Common Property except -

(a) with the consent in writing of the Body Corporate Committee; or

(b) where authorised by an exclusive use by-law.

3. OBSTRUCTION/NUISANCE

(a) An Occupier must not obstruct lawful use of Common Property by any other person.

(b) An Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

4. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

An Occupier must not -

(a) alter or interfere with any Common Property lawn, garden, tree, shrub, plant or flower, or

(b) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

5. DAMAGE TO COMMON PROPERTY

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.

6. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY

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.

7. NOISE

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

(b) In relation to any building works being carried out on a Lot, no work creating noise is to be carried out before 6 a.m. and after 6 p.m., except with the consent in writing of the Body Corporate Committee.

8. BEHAVIOUR OF INVITEES

(a) Occupiers must take all reasonable steps to ensure their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers or any other persons lawfully using Common Property.

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

9. KEEPING ANIMALS

(a) Subject to Section 181 of the Act, an Occupier must not:

(i) bring or keep an animal, reptile or bird (domestic or otherwise) onto a Lot or the Common Property, or

(ii) permit an Invitee to bring or keep an animal, reptile or bird (domestic or otherwise) onto a Lot or the Common Property.

(iii) This clause 9 does not apply to a Commercial Lot.

10. MAINTENANCE OF LOTS

(a) Each Owner must ensure that his Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers.

(b) Each Owner must ensure the utility infrastructure within the boundaries of his Lot is kept in a good condition and, if in need of replacement, must replace it.

(c) This clause 10 does not apply to a Commercial Lot.

11. STORAGE OF FLAMMABLE LIQUIDS ETC.

An Occupier must not bring to, do or keep on his Lot anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy over any part of the Scheme Land.

12. RECOVERY BY BODY CORPORATE

Where the Body Corporate spends money to repair damage caused by a breach of the Act, these by-laws or the Architectural and Landscape Code 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.

13. RECOVERY OF COSTS AND LEVIES

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

(a) recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and

(b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

14. PRIVATE ROADS AND OTHER COMMON PROPERTY

(a) The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme Land shall not be obstructed by any Occupier or their Invitees for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.

(b) An Occupier must not:

(i) Drive any motor vehicle in excess of 20 kilometres per hour on the Common Property roadways.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(ii) Permit any Invitee's vehicle to be parked on the roadway forming part of the Common Property at any time. Any Invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

(iii) Permit any occupation of a caravan on a lot. This Clause (b) (iii) does not apply to a commercial lot.

(iv) Permit major mechanical work of any nature to be carried out on any vehicle in the driveway of a Lot or on the Common Property.

(v) Permit the riding of skateboards, roller blades, skates, carts, dirt bikes or any other similar equipment in driveways or on the Common Property.

(c) An Occupier must not obstruct any member of the public wishing to avail themselves of the facilities on a Commercial Lot. A member of the public may utilize the private roadways, pathways and drives and parking areas on the Common Property for the reasonable ingress and egress to and from a Commercial Lot.

15. HOUSE RULES

The Body Corporate Committee may make house rules concerning the Common Property and the recreational facilities, however the house rules must not be inconsistent with these by-laws. The house rules are to be observed in the same manner as these by-laws. The house rules are to be displayed on the Body Corporate's notice board or other areas on the Common Property.

16. AUCTION AND OTHER SALES

An Occupier must not conduct an auction sale or a garage sale on a Lot or the Common Property, except with the consent in writing of the Body Corporate Committee.

17. SIGNS

(a) An Occupier must not place on a Lot or the Common Property signs for direction, the sale or letting of a Lot or any other advertising sign, except with the consent in writing of the Body Corporate Committee.

(b) In giving its consent under by-law 17(a), the Body Corporate Committee must ensure that the sign is designed and constructed and placed in a position on the Lot or the Common Property so as to ensure that its use has minimal impact on the visual environment.

18. INTERFERING WITH AMENITY

The planting of trees and use of landscaping shall not be such as is likely unreasonably to interfere with the amenity enjoyed by adjacent owners. An Occupier must not plant privet, camphor laurel, Chinese elm and such other plant species as may be notified by the Body Corporate from time to time.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Title Reference 50244276

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ARCHITECTURAL AND LANDSCAPE CODE

1. DEFINITIONS

1.1 Dictionary

Act	means the Body Corporate and Community Management Act 1997.
Alteration	means any addition, change or alteration to the exterior of any improvements on a Lot and any works visible from the Common Property (but excludes repair and maintenance).
Body Corporate	has the same meaning as in the Act.
Body Corporate Committee	has the same meaning as in the Act.
Commercial Lot	means lots 1 to 4 on SP 272766 ~~on which buildings associated with commercial activity may be built.~~ on which commercial structures and dwellings may be built.
Common Property	has the same meaning as in the Act.
Decision Notice	means the notice issued by the Local Government under the Integrated Planning Act 1997 giving approval to the development of the Scheme Land.
Local Government	means the Toowoomba Regional Council.
Design Review Committee	means the Body Corporate Committee
Lot	has the same meaning as in the Act.
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.
Original Owner	means the person who, immediately before the establishment of the Community Titles Scheme, is the registered owner of the lot that, on establishment of the Community Titles Scheme, becomes Scheme land.
Owner	has the same meaning as in the Act.
Residential Lot	means lot 5 on SP 112480 (Ravensbourne Palm Trees Estate) and lot 6 on SP 160691 (Ravensbourne Hillside Estate)
Scheme Land	has the same meaning as in the Act.
Undesirable Chemical	means any chemical not appearing on a list prepared by the Body Corporate as being acceptable to be used on the Scheme Land.

1.2 Rules for interpretation

In these by-laws unless the context indicates a contrary intention -

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

a) words denoting any gender include all genders

b) the singular number includes the plural and vice versa

c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors

d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa

e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally

f) references to any legislation includes any legislation which amends or replaces that legislation

g) headings are included for convenience only and will not affect the interpretation of these by-laws.

h) a reference to any thing includes the whole or each part of it; and

i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. OBJECT

The object of this code is to ensure that an Occupier recognises that Ravensbourne Park Estates is a special place and project, the aim of which is to create a modern, well designed, environmentally sound and attractive development. In recognition of this object, an Occupier acknowledges that the Lots and the Common Property must at all times be used, managed and controlled so as to conform with the following principles –

- the use of the lots are for residential purposes, agriculture (in the case of Commercial Lots), and for tourism agriculture including conference/function facilities, wellness and health centre, weddings and restaurant, golf course, driving range and pro shop, sales of spring water, display of historical items and guided bushwalks and sales office.
- preservation of the Common Property, particularly the buffer zones on the eastern and western boundaries of the Scheme Land
- security, privacy and exclusivity of use
- development of a high quality environment
- buildings on Lots to conform to certain design standards
- maintenance of visual appeal in accordance with the by-laws and this code
- protection of the natural environment
- living in a chemical free environment
- protection of the aesthetic integrity of the Scheme Land, and
- appropriate and sensible site and body corporate management.

To this end:

- The flora and fauna are to be observed and enjoyed at all times and in such a manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

- An Occupier must comply with the object of this code in relation to the general landscape, buildings, making of other improvements and protection of the natural environment.
- The Common Property is for the enjoyment and use of Occupiers and care must be taken to preserve, protect and cause no damage.
- An Occupier must not do or allow to be done any act which might obstruct or tend to disrupt access by any other person to the Common Property.
- An Occupier must use all endeavours to preserve at all times these objects as they relate to the use or activity of a Lot or Common Property.

3. COVENANTS - GENERAL

(a) An Owner must comply in all respects with the Decision Notice.

(b) In recognition of the desirability of the objections of this code, and for the protection of the interests of all Occupiers, each Occupier is bound by the covenants contained in this code.

(c) An Owner must not sell, transfer or otherwise dispose of a Lot without first delivering a copy of this code to any prospective purchaser of a Lot.

(e) No further development is permitted on the Common Property.

(f) This clause 3 does not apply to a Commercial Lot.

4. IMPROVEMENTS - GENERAL

(a) To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, each Owner must submit for approval by the Design Review Committee all site and layout plans for excavation, and all plans for construction and/or Alteration to a Lot, prior to the submission of those plans for the approval of the Local Government.

(b) All building and other structures shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices and only with good quality materials being used.

(c) To ensure compliance with the objects of this code, the Design Review Committee will not approve any proposed improvements requiring the application of an Undesirable Chemical.

(d) This clause 4 does not apply to a Commercial Lot.

5. BUILDING DESIGN

To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, and to maintain the atmosphere of dwellings within a park setting, the following will apply in relation to building design:

(a) An Occupier must not erect on a Lot any building other than a dwelling which is to be designed and built to the following specifications -

(i) the construction is to consist of timber and/or other natural materials only

(ii) no brick and tile construction will be permitted other than internal and/or external floor areas, feature panels, fire places and the like

(iii) windows are to be no more squat than square

(iv) at least two thirds of the roof area is to be pitched, flat roofing will not be permitted, and

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(v) incorporation of a maximum area of glass and/or windows.

(b) The provisions of this code will not apply to an exceptional design which receives the prior consent approval of the Design Review Committee.

(c) An Occupier must not incorporate in any building or structure sub-standard material.

(d) A building must be one continuous structure, except for a rainwater tank.

(e) No approved buildings may be converted into any type of cottage industry or business, except with the prior written consent of the Committee.

(f) This clause 5 does not apply to a Commercial Lot.

6. BUILDING SITE COVERAGE

The maximum site coverage of a building on a Residential Lot shall be in accordance with the following table

Area of Lot	**Maximum building coverage**
600 square meters	150 square meters
800 square meters	200 square meters
1000 square meters	300 square meters
1200 square meters	400 square meters

This clause 6 does not apply to a Commercial Lot.

7. LANDSCAPING DESIGN

(a) An Occupier must not undertake any excavation or landscape works other than in accordance with the following specifications -

(i) all native and endemic trees, shrubs and other plants within a Lot or Common Property are to be retained

(ii) no fencing of any kind is to be erected, except on the external boundaries of the Scheme Land

(iii) only timber and natural materials are to be incorporated in constructions works

(iv) there must be no excavation which is likely to cause erosion or interfere with the use and enjoyment of other Lots or Common Property.

(b) An Occupier who wishes to plant anything other than native and endemic trees, shrubs and other plants must obtain the prior written consent of the Design Review Committee.

(c) The provisions of this code will not apply to an exceptional design which receives the prior written consent of the Design Review Committee.

(d) An Occupier must not incorporate in any excavation or landscape works any substandard material.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(e) An Occupier who wishes to undertake landscaping or construction work that requires extensive excavation may be required by Local Government to have engineering tests carried out before any work is commenced.

(f) An Occupier must ensure that the form, type, arrangement and styling of any excavation or landscaping works confirms aesthetically with all prominent ridgelines and characteristics of the environment and blends in with the Common Property.

(g) An Occupier must obtain permission from the Design Review Committee before removing a living or dead tree on a Lot or the Common Property.

(h) This clause 7 does not apply to a Commercial Lot.

8. CONSENT BY THE DESIGN REVIEW COMMITTEE

(a) An Occupier who wishes to construct a dwelling, make an Alteration or carry out landscaping works must, at his own expense, make written application to the Design Review Committee outlining the proposed works and providing a copy of the plans and specifications, building materials and colours.

(b) In making its decision, the Design Review Committee must take into account the objects of this code.

(c) The Design Review Committee must not unreasonably withhold its consent, however, it may give its consent -

(i) unconditionally

(ii) subject to conditions (e.g. retention of a security bond pending completion of the works), or

(iii) subject to variation to comply with this code.

(d) The Design Review Committee's decision is final and binding on an Owner and no liability (monetary or otherwise) attaches to any decision made by the Design Review Committee.

(e) This clause ~~7~~ 8 does not apply to a Commercial Lot.

9. COMMERCIAL LOT

The provisions of clauses 3, 4, 5, 6, 7, 8 and 10 of this code do not apply to a Commercial Lot.

10. TEMPORARY STRUCTURES

There must not at any time be occupied, erected or placed or suffered to be or remain on any Lot or Common Property any temporary buildings or structure or other installation or anything of a like nature (including caravans). This clause 10 does not apply to a Commercial Lot.

11. INCOMPLETE IMPROVEMENTS

(a) No improvements are to be left without substantial work being carried out for longer than three months. The total construction time of improvements shall not exceed nine months.

(b) The provisions of this code will not apply in the case of exceptional circumstances which receive the prior written consent of the Design Review Committee.

12. ENERGY CONSERVATION

If utilised, solar panels, wind generators and motor generators must be erected so as to form part of the building or landscaping of each Lot and in no circumstances will freestanding solar panels be permitted.

13. WASTE DISPOSAL

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

As there is no reticulated sewerage or garbage collection scheme, waste disposal must be as follows:

(a) An all wastes primary septic tank linked to an aerobic sand filter system must be installed to ensure that the quality of the existing ground water is maintained.

(b) Where necessary, storage containers and composting bins must be installed so as to form part of the building or landscaping of each Lot and no free-standing storage containers or composting bins will be permitted unless screened from view from the Common Property.

(c) Household rubbish must be deposited in the area provided for such purpose. Where household rubbish is bulky, then it must be deposited at the local tip.

14. WATER SUPPLY

(a) As there is no reticulated water supply, a rainwater tank of a minimum capacity of 22,500 litres for the supply of portable water must be installed with the construction of each building with the supply for such a tank to be collected from the roof of the building.

(b) A second outlet for a fire fighting fitting is required to comply with the local bush fire brigade requirements.

15. BUSH FIRE PREVENTION

Buildings must be sighted and designed, and landscape improvements managed to ensure the buildings are protected in the event of bushfire having regard to the following:

(a) Bushfire protection is the responsibility of the Owner in the case of a Lot, and the Body Corporate in the case of the Common Property.

(b) Occupiers must comply with the bush fire policy contained in the development approval issued by the Local Government and any additional bush fire policy prepared by the Body Corporate.

(c) The Manager is empowered to carry out all works necessary on Common Property to ensure that it is protected in the event of bushfire.

(d) An Occupier must not do or allow to be done any act which might obstruct or disrupt firefighters in the process of fighting a fire on a Lot or Common Property.

16. MAINTENANCE

(a) Each Owner must ensure the improvements on his Lot are maintained to a high standard.

(b) The Design Review Committee has the power to enter a Lot in the same manner as provided for in Section 163 of the Act to ensure the Lot is being maintained in accordance with the Act and this code.

(c) The Design Review Committee is authorised to serve on an Owner a notice to maintain. The notice must specify the works to be carried out and give the Owner a reasonable time within which to comply with the notice.

(d) If the Owner does not comply with the notice to maintain, the Design Review Committee may carry out the works and recover the cost from the Owner under Section 161 of the Act and by-law 13.

16. ACKNOWLEDGEMENT AND WARRANTY

(a) An Occupier acknowledges that it is integral to the objects of this code that it be fully complied with in all respects and that any breach of this code will be treated by the Body Corporate as a breach of warranty.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(b) An Occupier warrants that it will comply in all respects with this code and that should it breach this code, then the Body Corporate are entitled to seek compensation, either by way of damages or other penalty in any court of competent jurisdiction or other relevant authority having jurisdiction.

17. SALE OF LOT

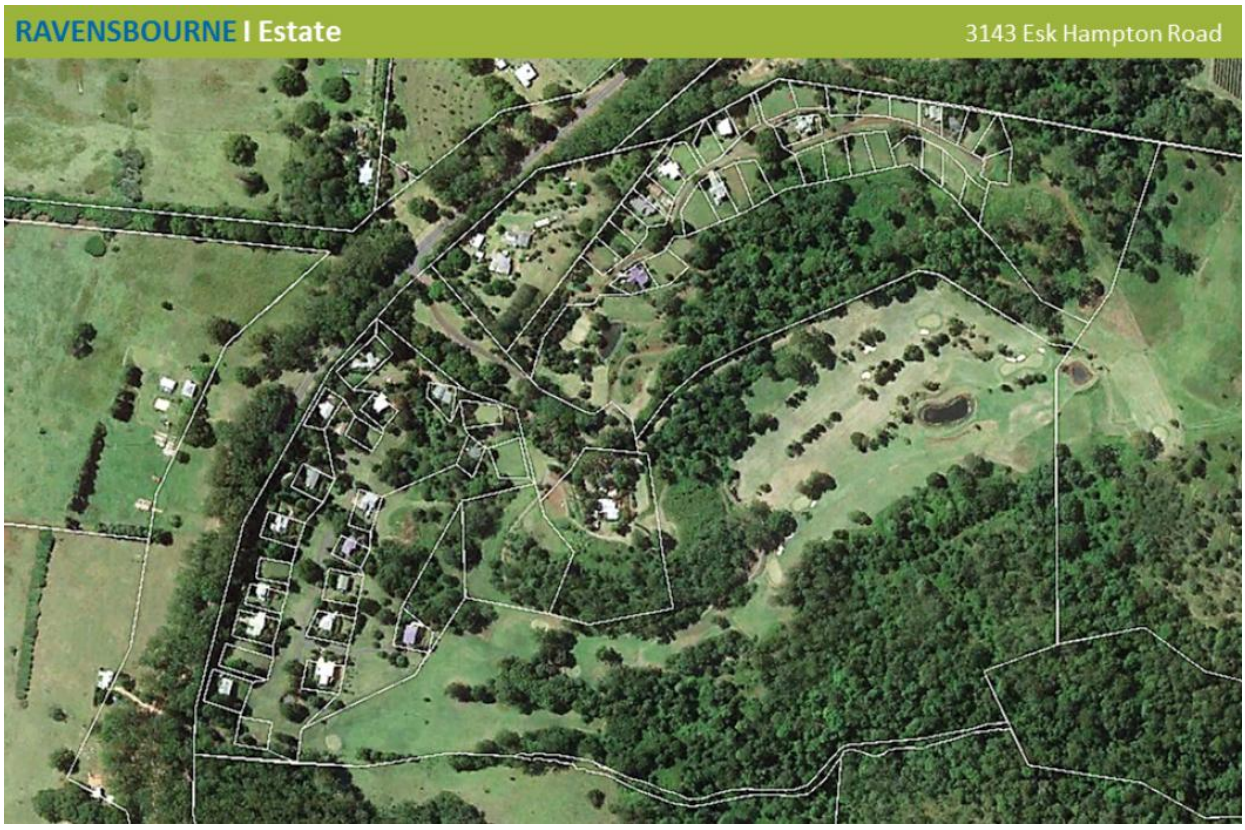
(a) Where an Owner sells their lot, they must make their buyer aware of these by-laws and the code and must provide a copy of the by-laws and code to their buyer before the buyer enters into a contract to purchase the Lot.

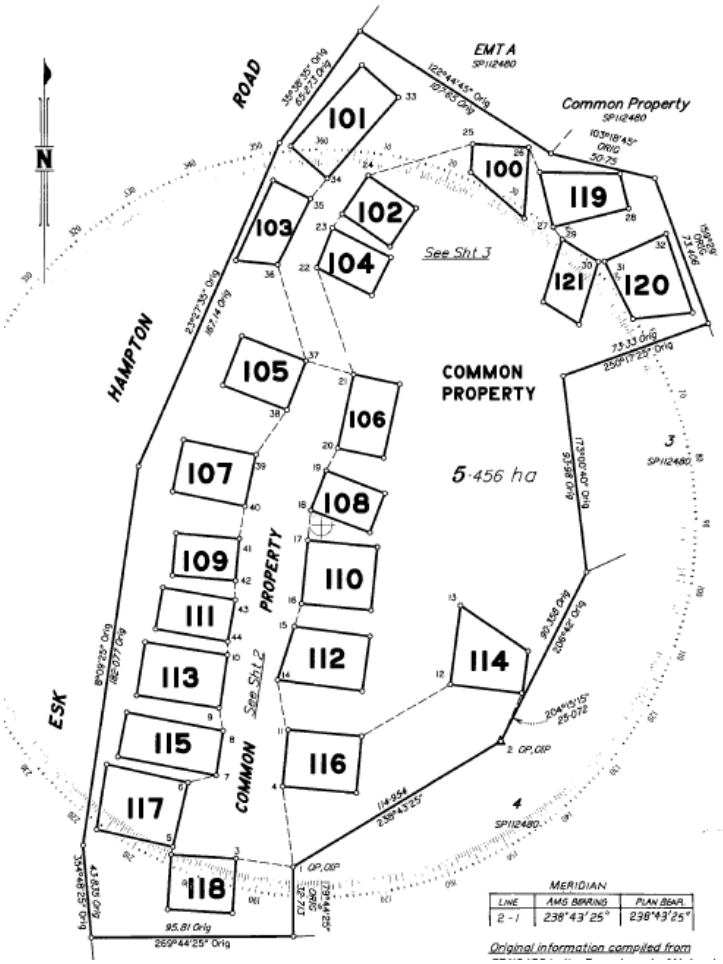
(b) An Owner is required to make as a condition of a contract of sale, that any buyer of a Lot will provide to a subsequent buyer a copy of the by-laws and code to their subsequent buyer before their subsequent buyer enters into a contract to purchase the Lot.

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

Nil

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE





Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Key Dates

Date Scheme Registered	3 December 1998
Date on Certificate of Classification	not applicable
Building Classification	not applicable

Survey Plan Details

Survey Plan Number	Lots 100 to 121 on SP 114281
Type of Plan	Standard * Format Plan

* meaning generally the owner is responsible to maintain the building (other than shared drainage etc)



Maintenance under a standard format plan

The body corporate is usually responsible for:

- the common property, including roads, gardens and lawns on common property
- some elements of utility infrastructure that are common property.

The lot owner is generally responsible for:

- their lot, including all lawns and gardens within the boundary
- the maintenance of the building including the exterior walls, doors, windows and roof with the exception of some elements of utility infrastructure that are common property
- the building foundations
- the painting of the lot.

Staging Information

This complex was not staged from a titling point of view

Regulation Module

Standard Module

Courtyards

Private Yards (owners must maintain their lots)

Carparking Entitlements

On lot parking only

Pets

No

Bin Storage

None

Recent Major Works

Type of work	*Contractor*	*Date*	*Amount*
Electrical Work – Cable Repairs	Paul Wiedman ELECTRICAL	7 February 2025	$9,578.00
Replace Gate Motor	Speedy Maintenance Solutions	8 November 2023	$1,121.00
Driveway Repairs	Sunset Enterprises Group	3 December 2019	$2,887.89
Driveway Repairs	SuperSealing – Joint & Crack Sealing Specialists	9 September 2019	$3,025.00
Roadway Repairs & Stormwater Drainage	Unknown – Organised by Committee	October 2013	$22,572.00
Sealing of Hill Section of Roadway	Richard Macrae Concreting & Carpentry	2011	$16,080.00
Installation of Front Gate	Unknown – Organised by Committee	2003	-

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Level 14, 260 Queen Street
Brisbane QLD 4000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	**CAH**0002834
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	30/04/2026 to 30/04/2027 at 4:00pm
The Insured	BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLE SCHEME 26298
Situation	3143 ESK HAMPTON ROAD RAVENSBOURNE QLD 4352

Policies Selected

Policy 1 – Community Property
Community property: $334,264
Community income: $50,139
Common area contents: $10,652

Policy 2 – Liability to Others
Limit of liability: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Limit of liability: $1,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Part A: Government Audit Costs: $25,000
Part B: Appeal expenses – common property health & safety breaches: $100,000
Part C: Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. “caused by Flood” is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 30/04/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Balance Sheet - C.T.S. 26298
"RAVENSBOURNE PALM TREES ESTATE"
3143 HAMPTON ESK ROAD, RAVENSBOURNE, QLD 4352

For the Financial Period 01/12/2024 to 30/11/2025

FINAL

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
RSBOURNE PALM TR ES CTS 26208	$8,444.77	$4,558.08	$13,002.85
INV - Ravensbourne Palm Trees Estate - CTS 26298	$20,395.75	$0.00	$20,395.75
Total Assets	**$28,840.52**	**$4,558.08**	**$33,398.60**
Liabilities			
Levies Paid in Advance	$1,470.00	$270.00	$1,740.00
Total Liabilities	**$1,470.00**	**$270.00**	**$1,740.00**
Net Assets	**$27,370.52**	**$4,288.08**	**$31,658.60**
Owners Funds			
Opening Balance	$25,126.00	$7,272.82	$32,398.82
Net Income For The Period	$2,244.52	$(2,984.74)	$(740.22)
Total Owners Funds	**$27,370.52**	**$4,288.08**	**$31,658.60**

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Income and Expenditure Statement - C.T.S. 26298
"RAVENSBOURNE PALM TREES ESTATE"
3143 HAMPTON ESK ROAD, RAVENSBOURNE, QLD 4352

For the Financial Period 01/12/2024 to 30/11/2025

FINAL

Administrative Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Bank Interest	$433.70	*$97.48*
Levy Income	$44,000.44	*$44,001.10*
Levy Income Prompt Payment Discount	$(4,250.00)	*$(4,400.02)*
Total Administrative Fund Income	**$40,184.14**	*$39,698.56*
Expenses		
Bank Charges	$0.00	*$0.00*
Body Corporate Management	$4,544.10	*$4,373.60*
Caretaker	$25,140.00	*$27,530.00*
Electricity	$58.87	*$0.00*
Insurance	$1,945.41	*$1,816.82*
Levies to Principal Scheme	$4,999.75	*$4,000.00*
Photocopying, Postage etc	$519.49	*$449.88*
Preparation of Tax Return	$180.00	*$180.00*
Repairs & Maintenance	$0.00	*$0.00*
Software Licensing Charge (inc Electronic Voting)	$352.00	*$264.00*
Tax Paid	$0.00	*$0.00*
Workcover	$200.00	*$200.00*
Total Administrative Fund Expenses	**$37,939.62**	*$38,814.30*
Administrative Fund Surplus/Deficit	**$2,244.52**	*$884.26*
Opening Balance for the period	**$25,126.00**	*$24,241.74*
Fund Transfer	$0.00	*$0.00*
Closing Balance for the period	**$27,370.52**	*$25,126.00*

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

Income and Expenditure Statement - C.T.S. 26298
"RAVENSBOURNE PALM TREES ESTATE"
3143 HAMPTON ESK ROAD, RAVENSBOURNE, QLD 4352

For the Financial Period 01/12/2024 to 30/11/2025

FINAL

Sinking Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Levy Income	$8,433.26	*$6,722.10*
Levy Income Prompt Payment Discount	$(817.00)	*$(673.18)*
Total Sinking Fund Income	**$7,616.26**	*$6,048.92*
Expenses		
Electrical & Lighting Improvements	$9,578.00	*$4,240.00*
Sinking Funding Provision	$0.00	*$0.00*
Tree Lopping & Maintenance	$1,023.00	*$6,643.00*
Total Sinking Fund Expenses	**$10,601.00**	*$10,883.00*
Sinking Fund Surplus/Deficit	**$(2,984.74)**	*$(4,834.08)*
Opening Balance for the period	**$7,272.82**	*$12,106.90*
Closing Balance for the period	**$4,288.08**	*$7,272.82*

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

OWNER TRANSACTION SUMMARY from 01/12/25 to 28/02/27
All Schedules

Levy Table		
FULLY PAID	the levy has been paid in full	Review levy period if settlement adjustments are needed
PARTIALLY PAID	the levy has been partially paid but not overdue yet	Review levy period if settlement adjustments are needed
PAID IN ADVANCE	The levy has been paid in advance	Review levy period if settlement adjustments are needed
OVERDUE	the levy is either owing or partly owing and past the due date	**Must** be taken into account at settlement
UNPAID	the levy is **not** past its due date	Review periods as may need to be taken into account at settlement

Total Due: $x.xx as at dd/mm/yy = only what is past the due date

C.T.S.: 26298 **Units:** 22 **Lots:** 22
Building Address: 3143 HAMPTON ESK ROAD
:
Suburb: RAVENSBOURNE **State:** QLD **Post Code:** 4352
Building Name: RAVENSBOURNE PALM TREES ESTATE **ABN:** 71 132 414 532
GST?: No **Manager:** Kylie Everitt

Lot#: 112 **Unit#:** 112 **Units of Entitlement:** 10 **Paid To:** 31/08/26
Owner Name: Christina Birgitta HANSSON **Contribution Schedule:** 10
Interest Schedule: 10

Levies

Due Date	Reference	Details		Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
31/12/25	814	Standard Levy Contribution Schedule from 01/12/2025 to 28/02/2026		$600.00	$600.00	$60.00	$0.00	$0.00	$0.00	$0.00
		FULLY PAID	Admin	$500.00	$500.00	$50.00	$0.00	$0.00	$0.00	$0.00
			Sinking	$100.00	$100.00	$10.00	$0.00	$0.00	$0.00	$0.00
31/03/26	899	Standard Levy Contribution Schedule from 01/03/2026 to 31/05/2026		$655.55	$655.55	$65.55	$0.00	$0.00	$0.00	$0.00
		FULLY PAID	Admin	$503.33	$503.33	$50.35	$0.00	$0.00	$0.00	$0.00
			Sinking	$152.22	$152.22	$15.20	$0.00	$0.00	$0.00	$0.00
30/06/26	900	Standard Levy Contribution Schedule from 01/06/2026 to 31/08/2026		$655.55	$655.55	$65.55	$0.00	$0.00	$0.00	$0.00
		FULLY PAID	Admin	$503.33	$503.33	$50.35	$0.00	$0.00	$0.00	$0.00
			Sinking	$152.22	$152.22	$15.20	$0.00	$0.00	$0.00	$0.00
30/09/26	901	Standard Levy Contribution Schedule from 01/09/2026 to 30/11/2026		$655.55	$0.00	$0.00	$655.55	$0.00	$0.00	$0.00
		UNPAID	Admin	$503.33	$0.00	$0.00	$503.33	$0.00	$0.00	$0.00
			Sinking	$152.22	$0.00	$0.00	$152.22	$0.00	$0.00	$0.00
31/12/26	902	Standard Levy Contribution Schedule from 01/12/2026 to 28/02/2027		$655.55	$0.00	$0.00	$655.55	$0.00	$0.00	$0.00
		UNPAID	Admin	$503.33	$0.00	$0.00	$503.33	$0.00	$0.00	$0.00
			Sinking	$152.22	$0.00	$0.00	$152.22	$0.00	$0.00	$0.00
Levy Totals for the Period 01/12/25 to 28/02/27				**$3,222.20**	**$1,911.10**	**$191.10**	**$1,311.10**	**$0.00**	**$0.00**	**$0.00**

Receipts

Date	Reference	Details	Admin	Sinking	Total	Discount	Interest Paid	GST

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

OWNER TRANSACTION SUMMARY from 01/12/25 to 28/02/27
All Schedules

C.T.S.: 26298
Lot#: 112 **Unit#:** 112
Owner Name: **Christina Birgitta HANSSON**

Units of Entitlement: 10
Contribution Schedule: 10
Interest Schedule: 10

Paid To: 31/08/26
Interest: $0.00
Total Due: $0.00 as at 16/09/26

Receipts(Continued)

Date	Reference	Details	Admin	Sinking	Total	Discount	Interest Paid	GST
29/12/25	978	Standard Levy Contribution Schedule for 01/12/2025 to 28/02/2026 Receipt; bpay-payment - DEFT Bpay 0000002317	$500.00	$100.00	$600.00	$60.00	$0.00	$0.00
30/03/26	1012	Standard Levy Contribution Schedule for 01/03/2026 to 31/05/2026 Receipt; bpay-payment - DEFT Bpay 0000002317	$503.33	$152.22	$655.55	$65.55	$0.00	$0.00
29/06/26	1039	Standard Levy Contribution Schedule for 01/06/2026 to 31/08/2026 Receipt; bpay-payment - DEFT Bpay 0000002317	$503.33	$152.22	$655.55	$65.55	$0.00	$0.00
Receipt Totals for the Period 01/12/25 to 28/02/27			**$1,506.66**	**$404.44**	**$1,911.10**	**$191.10**	**$0.00**	**$0.00**

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

RAVENSBOURNE PALM TREES ESTATE CTS 26298

ABN 71 132 414 532
3143 HAMPTON ESK ROAD
RAVENSBOURNE QLD 4352

Your contribution to your community

LEVY NOTICE

Invoice

Net Due **$590.00** *
(after Credit)

Due Date **30/09/2026** #

 # Due Date is for the oldest amount owing - refer table below for all dates

Credit **$0.00**
(This Credit has automatically been applied against Net Due - Net Due does NOT require adjustment)

Christina Birgitta HANSSON
PO Box 5496
WEST END QLD 4101

focuslife@hotmail.com

Date of Notice	25/08/2026
Account Number	2317
Lot Number	**112**
Unit Number	**112**

Account Enquiries
Kylie Everitt
kylie@toowoombastrata.com.au

Details	*Administrative Fund*	*Sinking Fund*	*Interest/ Discount*	*DUE DATES*	*Total*
Standard Levy Contribution Schedule (01/09/26 - 30/11/26)	$503.33	$152.22	-$65.55	30/09/2026	$590.00

Net Due *(after Credit)* **$590.00** *
Due Date **30/09/2026** #

No GST has been charged.

Total if not Paid by Due Date $655.55

MAIN
Maintenance

CU
Contact Update
(a new agent)

'Net Due' displays as nil ($0.00) owing when your levy is fully prepaid or the amount will be fully paid via DEFT direct debit on the due date. Thank you!

Pay your levies via regular automatic transfers arranged through your bank? Please remember to adjust the amount transferred annually to match your new levies amount as approved at your Annual General Meeting. Thank you!

Not getting email? Please add reception@toowoombastrata.com.au to your safe sender list.

If you are having trouble paying your levies please contact your Toowoomba Strata contact to discuss a payment plan.

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

Ways to pay

PayID

PayID®:
30410872323178@deft.com.au

Pay with PayID from your online banking.
First time paying with us? Pay using another method first to activate your PayID.

DIRECT DEBIT

DEFT Reference Number:
30410872323178

Visit **deft.com.au** to pay or direct debit.

BPAY

Biller Code: 96503
Ref: 30410872323178

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account or card.

Post Billpay

*496 304108723 23178

Pay in-store at Australia Post by eftpos or cheque. Cheques payable to RSBOURNE PALM TR ES CTS 26208

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518. | PayID® is a registered trademark of NPP Australia Limited.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

718975931

BE 470

$91.00
07/09/2018 11:43

1. Nature of Request

Request to Record a New Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

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

Toowoomba Strata Pty Ltd
PO Box 2244
TOOWOOMBA QLD 4350
Phone 07 4639 1955
Email email@toowoombastrata.com.au

Lodger Code

2. Lot on Plan Description

Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298

Title Reference

50246821

3. Registered Proprietor / State Lessee

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

4. Interest

Fee Simple

5. Applicant

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

6. Request

We hereby request that the New Community Management Statement deposited herewith which amends Schedules A, C and D be recorded as the Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298 and that c/- Toowoomba Strata Pty Ltd, PO Box 2244, TOOWOOMBA QLD 4350 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

Execution Date

30/ 8 /18

The Common Seal of BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

Applicant's or Solicitor's Signature

Chairperson

Secretary

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

© Queensland Titles Registry Pty Ltd 2026

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

NEW COMMUNITY MANAGEMENT STATEMENT

26298

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Ravensbourne Palm Trees Estate
Community Titles Scheme 26298

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298	50246821
Lots 100 to 121 on SP 114281	50246822 to 50246843

5. #Name and address of original owner

Not applicable

6. Reference to plan lodged with this statement

Not applicable

 # first community management statement only

7. Local Government community management statement notation

Not Applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

_____ **signed**

_____ **name and designation**

_____ **name of Local Government**

8. Execution by original owner/Consent of body corporate

Execution Date

30/8/18

*** Execution**

The Common Seal of RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

Chairperson

Secretary

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 100 on SP 114281	10	10
Lot 101 on SP 114281	10	10
Lot 102 on SP 114281	10	10
Lot 103 on SP 114281	10	10
Lot 104 on SP 114281	10	10
Lot 105 on SP 114281	10	10
Lot 106 on SP 114281	10	10
Lot 107 on SP 114281	10	10
Lot 108 on SP 114281	10	10
Lot 109 on SP 114281	10	10
Lot 110 on SP 114281	10	10
Lot 111 on SP 114281	10	10
Lot 112 on SP 114281	10	10
Lot 113 on SP 114281	10	10
Lot 114 on SP 114281	10	10
Lot 115 on SP 114281	10	10
Lot 116 on SP 114281	10	10
Lot 117 on SP 114281	10	10
Lot 118 on SP 114281	10	10
Lot 119 on SP 114281	10	10
Lot 120 on SP 114281	10	10
Lot 121 on SP 114281	10	10
TOTALS	220	220

Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principle under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principle".

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a subsidiary scheme in accordance with the layered arrangement identified in Ravensbourne Park Estate Community Titles Scheme 26250.

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE C BY-LAWS

PART A – PRELIMINARY

1 Structure

1.1 These by-laws are set out in the following structure:

(a) Part A – Preliminary

(b) Part B – Interferences

(c) Part C – Works

(d) Part D – Regulation of use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

(a) **'Act'** means the *Body Corporate Community Management Act* 1997(Qld).

(b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.

(c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.

(d) **'Common Property'** means Scheme Land that is not included in a Lot.

(e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

(f) **'Lot'** means a lot in the Scheme.

(g) **'Occupier'** means any person that occupies a Lot.

(h) **'Owner'** means an owner of a Lot.

(i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

(j) **'Scheme'** means Ravensbourne Palm Trees Estate CTS 26298.

(k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.

(l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

(m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

(n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Layered arrangement

3.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

4.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Owner; and

(b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of the Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

6 Application and approval process

6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any noncompliance.

6.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

PART B - INTERFERENCES

7 Noise and nuisances

7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

(a) causes a nuisance or hazard;

(b) interferes unreasonably with the use or enjoyment of another Lot; or

(c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

(b) use as storage, or place items on, the Common Property.

9 Smoking

9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

(a) in a completely or substantially enclosed area on the Common Property;

(b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or

(c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

10 Auctions

10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10.2 An Owner must not place on a Lot or Common Property signs for direction, the sale or letting of a Lot or any other advertising sign without the written approval of the Body Corporate.

11 Garage sales

11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Parking

12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or

(b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

13 Vehicles

13.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

14 Communications

14.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

(a) an annoyance;

(b) a nuisance;

(c) threatening or intimidating;

(d) defamatory; or

(e) anti-social.

PART C - WORKS

15 Damage

15.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

16 Common Property Improvements

16.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17 Lot Improvements

17.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

18 External appearance of a lot

18.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

PART D – REGULATION OF USE

19 Animals

19.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) bring or keep an animal on the Lot or the Common Property; or

(b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

Note –

Paragraph (k)(2) of the Town Planning Consent issued on 30 September 1997 requires that the Body Corporate ban domestic pets from the development. Accordingly, the Body Corporate is unable to grant approval for any domestic pet.

20 Alienation

20.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or

(b) alienate in any way any part of the common property; or

(c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

21 Common Property Garbage

21.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

21.2 An Owner or Occupier must:

(a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;

(b) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;

(c) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

(d) not cause damage to the garbage receptacles;

(e) not overfill the garbage receptacles; and

(f) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

22 Dangerous substances

22.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

(a) used or intended to be used for domestic purposes; or

(b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

23 Removals

23.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

(a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

24 No interference

24.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or

(b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

25 Interference with support, shelter, utility infrastructure

25.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

(a) support or shelter provided for a Lot or the Common Property;

(b) utility infrastructure or utility services; or

(c) body corporate assets.

26 Health and safety

26.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

(a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;

(b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

(c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

27 Social functions

27.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

28 Use of lots

28.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

(a) residential purposes; or

(b) a home office.

28.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

29 Security

29.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

(a) interfere or tamper with a Security Access Device;

(b) copy a Security Access Device;

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or

(d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ARCHITECTURAL AND LANDSCAPE CODE

1 OBJECTS

1.1 The object of this code is to ensure that an Occupier recognises that Ravensbourne Palm Trees Estate CTS 26298 is a special place, the aim of which has been to create a modern, well designed, environmentally sound and attractive development. In recognition of this object, an Occupier acknowledges that the Lots and the Common Property must at all times be used, managed and controlled so as to conform with the following principles –

1.2 To this end:

(a) The flora and fauna are to be observed and enjoyed at all times and in such a manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

(b) An Occupier must comply with the object of this code in relation to the general landscape, buildings, making of other improvements and protection of the natural environment.

(c) An Occupier must use all endeavours to preserve at all times these objects as they relate to the use or activity of a Lot or Common Property.

2 IMPROVEMENTS - GENERAL

2.1 Occupiers must:-

(a) Ensure compliance with all Building Provisions; and

(b) All building and other structures shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices and only with good quality materials being used.

3 BUILDING DESIGN

3.1 To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, and to maintain the atmosphere of dwellings within a park setting, the following will apply in relation to building design:

(a) All Building work must comply with the Building Provisions

(b) Occupiers are always encouraged to use natural products or naturally looking products

(c) Occupiers are encouraged to strive for design excellence

(d) Occupiers are encouraged to design buildings, features, and colours that work in harmony with the natural environment.

(e) Occupiers must submit the Local Government approved plans to the Body Corporate for appraisal prior to building.

4 SCREENING

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

4.1 Occupiers must appropriately screen all bin areas, storage areas (including under home storage areas), water tanks, utility areas, clothes drying areas etc to minimise their impact to surrounding lots and the common property.

5 FENCING THE PERIMETER OF LOTS

5.1 Occupiers must not fence the perimeter of lots as that is against the principals of open space that is be promoted in the Estate.

6 BUSHFIRE PREVENTION

6.1 Buildings must be sighted and designed, and landscape improvements managed to ensure the buildings are protected in the event of bushfire having regard to the following:

(a) Bushfire protection is the responsibility of the Owner in the case of a Lot, and the Body Corporate in the case of the Common Property.

(b) Occupiers must comply with the bush fire policy contained in the development approval issued by the Local Government and any additional bush fire policy prepared by the Body Corporate.

(c) Committee of the Body Corporate is empowered to carry out all works necessary on Common Property to ensure that it is protected in the event of bushfire.

(d) An Occupier must not do or allow to be done any act which might obstruct or disrupt firefighters in the process of fighting a fire on a Lot or Common Property.

7 MAINTENANCE

7.1 Each Owner must ensure the improvements on his Lot are maintained to an acceptable standard.

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

Nil

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

718975931

BE 470

$91.00
07/09/2018 11:43

1. Nature of Request

Request to Record a New Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

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

Toowoomba Strata Pty Ltd
PO Box 2244
TOOWOOMBA QLD 4350
Phone 07 4639 1955
Email email@toowoombastrata.com.au

Lodger Code

2. Lot on Plan Description

Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298

Title Reference

50246821

3. Registered Proprietor / State Lessee

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

4. Interest

Fee Simple

5. Applicant

BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

6. Request

We hereby request that the New Community Management Statement deposited herewith which amends Schedules A, C and D be recorded as the Community Management Statement for Ravensbourne Palm Trees Estate Community Titles Scheme 26298 and that c/- Toowoomba Strata Pty Ltd, PO Box 2244, TOOWOOMBA QLD 4350 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

Execution Date

30/ 8 /18

The Common Seal of BODY CORPORATE FOR RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

Applicant's or Solicitor's Signature

Chairperson

Secretary

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

© Queensland Titles Registry Pty Ltd 2026

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

NEW COMMUNITY MANAGEMENT STATEMENT

26298

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Ravensbourne Palm Trees Estate
Community Titles Scheme 26298

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Ravensbourne Palm Trees Estate Community Titles Scheme 26298

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Ravensbourne Palm Trees Estate Community Titles Scheme 26298	50246821
Lots 100 to 121 on SP 114281	50246822 to 50246843

5. #Name and address of original owner

Not applicable

6. Reference to plan lodged with this statement

Not applicable

 # first community management statement only

7. Local Government community management statement notation

Not Applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

_____ **signed**

_____ **name and designation**

_____ **name of Local Government**

8. Execution by original owner/Consent of body corporate

Execution Date

30/8/18

*** Execution**

The Common Seal of RAVENSBOURNE PALM TREES ESTATE COMMUNITY TITLES SCHEME 26298

Chairperson

Secretary

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

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

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 100 on SP 114281	10	10
Lot 101 on SP 114281	10	10
Lot 102 on SP 114281	10	10
Lot 103 on SP 114281	10	10
Lot 104 on SP 114281	10	10
Lot 105 on SP 114281	10	10
Lot 106 on SP 114281	10	10
Lot 107 on SP 114281	10	10
Lot 108 on SP 114281	10	10
Lot 109 on SP 114281	10	10
Lot 110 on SP 114281	10	10
Lot 111 on SP 114281	10	10
Lot 112 on SP 114281	10	10
Lot 113 on SP 114281	10	10
Lot 114 on SP 114281	10	10
Lot 115 on SP 114281	10	10
Lot 116 on SP 114281	10	10
Lot 117 on SP 114281	10	10
Lot 118 on SP 114281	10	10
Lot 119 on SP 114281	10	10
Lot 120 on SP 114281	10	10
Lot 121 on SP 114281	10	10
TOTALS	220	220

Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principle under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principle".

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This is a subsidiary scheme in accordance with the layered arrangement identified in Ravensbourne Park Estate Community Titles Scheme 26250.

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

SCHEDULE C BY-LAWS

PART A – PRELIMINARY

1 Structure

1.1 These by-laws are set out in the following structure:

(a) Part A – Preliminary

(b) Part B – Interferences

(c) Part C – Works

(d) Part D – Regulation of use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

(a) **'Act'** means the *Body Corporate Community Management Act* 1997(Qld).

(b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.

(c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.

(d) **'Common Property'** means Scheme Land that is not included in a Lot.

(e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

(f) **'Lot'** means a lot in the Scheme.

(g) **'Occupier'** means any person that occupies a Lot.

(h) **'Owner'** means an owner of a Lot.

(i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

(j) **'Scheme'** means Ravensbourne Palm Trees Estate CTS 26298.

(k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.

(l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

(m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

(n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Layered arrangement

3.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

4.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Owner; and

(b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of the Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

6 Application and approval process

6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any noncompliance.

6.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

PART B - INTERFERENCES

7 Noise and nuisances

7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

(a) causes a nuisance or hazard;

(b) interferes unreasonably with the use or enjoyment of another Lot; or

(c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

(b) use as storage, or place items on, the Common Property.

9 Smoking

9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

(a) in a completely or substantially enclosed area on the Common Property;

(b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or

(c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

10 Auctions

10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10.2 An Owner must not place on a Lot or Common Property signs for direction, the sale or letting of a Lot or any other advertising sign without the written approval of the Body Corporate.

11 Garage sales

11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Parking

12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or

(b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

13 Vehicles

13.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

14 Communications

14.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

(a) an annoyance;

(b) a nuisance;

(c) threatening or intimidating;

(d) defamatory; or

(e) anti-social.

PART C - WORKS

15 Damage

15.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

16 Common Property Improvements

16.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17 Lot Improvements

17.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

18 External appearance of a lot

18.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

PART D – REGULATION OF USE

19 Animals

19.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(a) bring or keep an animal on the Lot or the Common Property; or

(b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

Note –

Paragraph (k)(2) of the Town Planning Consent issued on 30 September 1997 requires that the Body Corporate ban domestic pets from the development. Accordingly, the Body Corporate is unable to grant approval for any domestic pet.

20 Alienation

20.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or

(b) alienate in any way any part of the common property; or

(c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

21 Common Property Garbage

21.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

21.2 An Owner or Occupier must:

(a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;

(b) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;

(c) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

(d) not cause damage to the garbage receptacles;

(e) not overfill the garbage receptacles; and

(f) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

22 Dangerous substances

22.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

(a) used or intended to be used for domestic purposes; or

(b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

23 Removals

23.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

(a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

24 No interference

24.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

(a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or

(b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

25 Interference with support, shelter, utility infrastructure

25.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

(a) support or shelter provided for a Lot or the Common Property;

(b) utility infrastructure or utility services; or

(c) body corporate assets.

26 Health and safety

26.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

(a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;

(b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

(c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

27 Social functions

27.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

28 Use of lots

28.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

(a) residential purposes; or

(b) a home office.

28.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

29 Security

29.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

(a) interfere or tamper with a Security Access Device;

(b) copy a Security Access Device;

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

(c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or

(d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ARCHITECTURAL AND LANDSCAPE CODE

1 OBJECTS

1.1 The object of this code is to ensure that an Occupier recognises that Ravensbourne Palm Trees Estate CTS 26298 is a special place, the aim of which has been to create a modern, well designed, environmentally sound and attractive development. In recognition of this object, an Occupier acknowledges that the Lots and the Common Property must at all times be used, managed and controlled so as to conform with the following principles –

1.2 To this end:

(a) The flora and fauna are to be observed and enjoyed at all times and in such a manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

(b) An Occupier must comply with the object of this code in relation to the general landscape, buildings, making of other improvements and protection of the natural environment.

(c) An Occupier must use all endeavours to preserve at all times these objects as they relate to the use or activity of a Lot or Common Property.

2 IMPROVEMENTS - GENERAL

2.1 Occupiers must:-

(a) Ensure compliance with all Building Provisions; and

(b) All building and other structures shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices and only with good quality materials being used.

3 BUILDING DESIGN

3.1 To ensure compliance with the objects of this code, and for the protection of the interests of all Occupiers, and to maintain the atmosphere of dwellings within a park setting, the following will apply in relation to building design:

(a) All Building work must comply with the Building Provisions

(b) Occupiers are always encouraged to use natural products or naturally looking products

(c) Occupiers are encouraged to strive for design excellence

(d) Occupiers are encouraged to design buildings, features, and colours that work in harmony with the natural environment.

(e) Occupiers must submit the Local Government approved plans to the Body Corporate for appraisal prior to building.

4 SCREENING

Docusign Envelope ID: 3D50E109-EBC5-8858-836D-3B93510E8AAE

4.1 Occupiers must appropriately screen all bin areas, storage areas (including under home storage areas), water tanks, utility areas, clothes drying areas etc to minimise their impact to surrounding lots and the common property.

5 FENCING THE PERIMETER OF LOTS

5.1 Occupiers must not fence the perimeter of lots as that is against the principals of open space that is be promoted in the Estate.

6 BUSHFIRE PREVENTION

6.1 Buildings must be sighted and designed, and landscape improvements managed to ensure the buildings are protected in the event of bushfire having regard to the following:

(a) Bushfire protection is the responsibility of the Owner in the case of a Lot, and the Body Corporate in the case of the Common Property.

(b) Occupiers must comply with the bush fire policy contained in the development approval issued by the Local Government and any additional bush fire policy prepared by the Body Corporate.

(c) Committee of the Body Corporate is empowered to carry out all works necessary on Common Property to ensure that it is protected in the event of bushfire.

(d) An Occupier must not do or allow to be done any act which might obstruct or disrupt firefighters in the process of fighting a fire on a Lot or Common Property.

7 MAINTENANCE

7.1 Each Owner must ensure the improvements on his Lot are maintained to an acceptable standard.

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

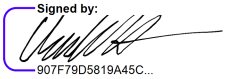
Nil

Certificate Of Completion

Envelope Id: 3D50E109-EBC5-8858-836D-3B93510E8AAE
Status: Completed
Subject: Complete with Docusign: 112-3143 Esk Hampton Rd - Seller Disclosure Statement.pdf
Source Envelope:
Document Pages: 175
Signatures: 1
Envelope Originator:
Certificate Pages: 3
Initials: 0
REAL ESTATE Hot Property
AutoNav: Enabled
hello@hotproperty.realestate
EnvelopeId Stamping: Enabled
IP Address: 203.220.43.102
Time Zone: (UTC+10:00) Brisbane

Record Tracking

Status: Original
21/9/2026 | 15:11
Holder: REAL ESTATE Hot Property
hello@hotproperty.realestate
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Birgitta Hansson focuslife@hotmail.com Security Level: Email, Account Authentication (None)	Signed by:  907F79D5819A45C... Signature Adoption: Drawn on Device Using IP Address: 117.20.70.28	Sent: 21/9/2026 | 15:13 Viewed: 21/9/2026 | 15:14 Signed: 21/9/2026 | 15:14

Electronic Record and Signature Disclosure:
Accepted: 21/9/2026 | 13:54
ID: 8c73fcb7-2c3f-4596-b0cd-5cdaa253d66c

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	21/9/2026 | 15:13
Certified Delivered	Security Checked	21/9/2026 | 15:14
Signing Complete	Security Checked	21/9/2026 | 15:14
Completed	Security Checked	21/9/2026 | 15:14

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Realworks (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Realworks:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Realworks of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Realworks

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Realworks

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to commercialforms@relational.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Realworks as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Realworks during the course of your relationship with Realworks.