

QUEENSLAND LAND REGISTRY

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 1



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BE 470

1. Nature of request Request to record new Community Management Statement for Ephraim Island-Subsidiary 100 Community Titles Scheme 35692	Lodger (Name, address, E-mail & phone number) ClarkeKann 300 Queen Street BRISBANE 4000 Email: c.hicks@clarkekann.com.au Phone: 3001 9222	Lodger Code 122A	
2. Lot on Plan Description Common Property of Ephraim Island-Subsidiary 100 Community Titles Scheme 35692	County Ward	Parish Barrow	Title Reference 50619357
3. Registered Proprietor/State Lessee Body Corporate for Ephraim Island Community Titles Scheme No. 33951			
4. Interest Fee simple			
5. Applicant Body Corporate for Ephraim Island-Subsidiary 100 Community Titles Scheme 35692			
6. Request I hereby request that: the New CMS deposited herewith which amends by-laws 13, 33, and 50 in Schedule C, and inserts the Architectural and Landscape Code in Schedule D be recorded as the CMS for Ephraim Island-Subsidiary 100 Community Titles Scheme 35692.			
7. Execution by applicant			

29/05/2009
Execution Date

 Applicant's or Solicitor's Signature

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

Belinda Jane Curtin
 Solicitor

35692

CMS LABEL NUMBER

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

Ephraim Island – Subsidiary 100 Community Titles
Scheme 35692

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Ephraim Island – Subsidiary 100 Community Titles Scheme 35692

4. Scheme land

Lot on Plan Description

County

Parish

Title Reference

See Enlarged Panel

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 – section 60(6) of the *Body Corporate and Community Management Act 1997*

..... signed

..... name and designation

GOLD COAST CITY COUNCIL name of Local Government

8. Consent of body corporate



 CHAIRPERSON SECRETARY *Execution

The Common Seal of the Body Corporate for Ephraim
Island – Subsidiary 100 Community Titles Scheme 35692
was affixed by

as
and
as

Privacy Statement

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

Title Reference 50619357

This is the Enlarged Panel referred to in Item 4 of the New Community Management Statement

4 Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property for Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	Ward	Barrow	50619357
Lot 11 on SP 176487	Ward	Barrow	50619358
Lot 12 on SP 176487	Ward	Barrow	50619359
Lot 13 on SP 176487	Ward	Barrow	50619360
Lot 14 on SP 176487	Ward	Barrow	50619361
Lot 15 on SP 176487	Ward	Barrow	50619362
Lot 16 on SP 176487	Ward	Barrow	50619363
Lot 17 on SP 176487	Ward	Barrow	50619364
Lot 18 on SP 176487	Ward	Barrow	50619365
Lot 19 on SP 176487	Ward	Barrow	50619366
Lot 20 on SP 176487	Ward	Barrow	50619367
Lot 21 on SP 176487	Ward	Barrow	50619368
Lot 22 on SP 176487	Ward	Barrow	50619369
Lot 23 on SP 176487	Ward	Barrow	50619370
Lot 24 on SP 176487	Ward	Barrow	50619371

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 11 on SP 176487	100	875
Lot 12 on SP 176487	100	900
Lot 13 on SP 176487	100	1000
Lot 14 on SP 176487	100	900
Lot 15 on SP 176487	100	900
Lot 16 on SP 176487	100	900
Lot 17 on SP 176487	100	925
Lot 18 on SP 176487	100	1000
Lot 19 on SP 176487	100	1000
Lot 20 on SP 176487	100	875
Lot 21 on SP 176487	100	950
Lot 22 on SP 176487	100	1000
Lot 23 on SP 176487	100	1000
Lot 24 on SP 176487	100	950
TOTALS	1,400	13,175

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The scheme is a basic scheme. The scheme is a subsidiary scheme of Ephraim Island Community Titles Scheme 33951 ("Principal Scheme").

SCHEDULE C BY-LAWS

In addition to the Principal Scheme By-Laws the following By-Laws apply to the Scheme.

1 BY-LAW 1 – NOISE

An Owner or Occupier of a Lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property (including on Ephraim Island Body Corporate common property which is the subject of an exclusive use By-Law in favour of the Body Corporate).

2 BY-LAW 2 – VEHICLES

Unless a Principal Scheme By-Law or the Body Corporate and Community Management Act 1997 authorises him or her to do so, an Owner or Occupier of a Lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the Body Corporate.

3 BY-LAW 3 – OBSTRUCTION

An Owner or Occupier of a Lot shall not obstruct lawful use of common property by any person.

4 BY-LAW 4 – PLANTS AND GARDENS**4.1 No removal**

(a) An Owner or Occupier must not without the Body Corporate's written approval:-

- (i) remove or damage a lawn, garden, tree, shrub, or flower (together "plant") on the common property;
- (ii) use a part of the common property as a garden; or
- (iii) allow any plant species greater than 2m in height or of a weight which may compromise the structural loading of a Building to be grown on any part of the Lot or common property.

(b) The Body Corporate may cancel the approval by giving 7 days written notice to the person who originally obtained the approval.

4.2 Plants visible from a Lot

(a) Any plant in a Lot that is visible from outside the Lot must be:-

- (i) a variety approved by the Ephraim Island Body Corporate;
- (ii) pruned as appropriate;
- (iii) maintained in a good and healthy condition; and
- (iv) promptly removed (if it dies) and replaced with a Ephraim Island Body Corporate approved variety.

5 BY-LAW 5 – DAMAGE TO COMMON PROPERTY

An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate.

6 BY-LAW 6 – BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property.

7 BY-LAW 7 – DEPOSITING RUBBISH ETC ON COMMON PROPERTY

An Owner or Occupier of a Lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the common property.

8 BY-LAW 8 – APPEARANCE OF BUILDING

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Ephraim Island Body Corporate and the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot in such a way as to be visible from outside the Building.

9 BY-LAW 9 – STORAGE OF FLAMMABLE LIQUIDS ETC

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his or her Lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10 BY-LAW 10 – GARBAGE DISPOSAL

(a) An Owner or Occupier of a Lot shall:-

- (i) unless the Body Corporate provides some other means of disposal of garbage, maintain within his or her Lot, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage; and
- (ii) comply with all council local laws relating to the disposal of garbage; and
- (iii) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his or her disposal of garbage.

11 BY-LAW 11 - PETS AND ANIMALS

(a) The Owner or Occupier of a Lot may keep a maximum of one animal, small dog or cat, in the Lot as long as the animal:-

- (i) does not disturb others;
- (ii) is a domesticated pet;
- (iii) is toilet trained;
- (iv) that the animal is carried whilst on any common property of a Subsidiary Scheme other than common property to which the Owner or Occupier of the Lot has an exclusive use right;
- (v) subject to paragraph 11(a)(vii) that cats are kept indoors;
- (vi) that the pet wears an identification tag clearly showing the owner's address and phone number; and
- (vii) that the pet or other animal is kept clean, quiet and controlled at all times whilst in the Lot and on a leash when on the common property.

- (b) If challenged, the Owner or Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in By-Law (a).
- (c) Subject to By-Law (a) the Owner or Occupier must not, without the Ephraim Island Body Corporate's written approval:-
 - (i) bring an animal onto, or keep an animal on, a Lot or the common property; or
 - (ii) permit an invitee to bring an animal onto, or keep an animal on, the Lot or the common property.
- (d) Subject to By-Law (a), each Owner or Occupier must obtain the Ephraim Island Body Corporate's written approval before bringing, or permitting a guest to bring, an animal onto a Lot or the common property.
- (e) The Ephraim Island Body Corporate may order an animal to be removed from the Ephraim Island Land if the animal does not meet all or is in breach of any of the criteria set out in By-Law (a).
- (f) Any pet or other animal found running loose on the common property may be detained by the Ephraim Island Body Corporate and such pet or other animal will only be released to its owner upon payment to the Ephraim Island Body Corporate of a handling charge of \$50 or such other amount as the Ephraim Island Body Corporate may from time to time determine.
- (g) The Owner or Occupier must clean up after the Owner or Occupier's pet.

12 BY-LAW 12 – AERIALS

An Owner or Occupier of a Lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the Ephraim Island Body Corporate and the Body Corporate and any other relevant authority having jurisdiction.

13 BY-LAW 13 – STRUCTURAL ALTERATIONS

An Owner or Occupier of a Lot shall not make any structural alteration to any Lot (including any alterations to gas, water or electrical installations) without the prior written consent of the Ephraim Island Body Corporate and the Design Assessment Panel constituted under the Code.

14 BY-LAW 14 – TRADESMEN

An Owner or Occupier of a Lot shall not directly instruct any contractors or workmen employed by the Ephraim Island Body Corporate and the Body Corporate unless so authorised.

15 BY-LAW 15 – INTERIOR

Each Owner or Occupier of a Lot shall be responsible for the interior maintenance and decoration of the Lot.

16 BY-LAW 16 – WINDOWS AND PLATE GLASS

An Owner or Occupier of a Lot shall at their expense keep the windows and any plate glass in the Lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

17 BY-LAW 17 – WATER

An Owner or Occupier of a Lot shall not waste water and shall ensure that all water taps in the Lot are promptly turned off after use.

18 BY-LAW 18 – WATER APPARATUS

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

19 BY-LAW 19 – DAMAGE TO SERVICES

An Owner or Occupier of a Lot shall give the Ephraim Island Body Corporate and the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures and the Ephraim Island Body Corporate and the Body Corporate by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a Lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building or parcel as often as may be necessary and such entry shall not constitute trespass.

20 BY-LAW 20 – VERMIN

An Owner or Occupier of a Lot shall keep the Lot clean and take all practicable steps to prevent infestation by vermin or insects.

21 BY-LAW 21 – INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the Owner or Occupier of such Lot shall give written notice and any other information which may be required to the Ephraim Island Body Corporate and the Body Corporate and shall pay to the Ephraim Island Body Corporate and the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any other part of the Building required to be disinfected and replacing of any articles or things the destruction of which may be rendered necessary by such disease.

22 BY-LAW 22 – INSURANCE

An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which may void any insurance policy in respect of the Building, the Lot, or common property, increase the rate of fire insurance on the Building or any Lot or common property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the Building or any Lot or common property.

23 BY-LAW 23 – SOUND

- (a) All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers of Lots.
- (b) An Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night.
- (c) The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00pm to 8.00am in such a manner as to be audible at all, to any other Owner or Occupier of a Lot.
- (d) An Owner or Occupier of a Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm to 8.00am.

- (e) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am to 10.00pm. Practising during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-Law.

24 BY-LAW 24 – DISTURBANCE

- (a) Owners and Occupiers of Lots shall request guests leaving after 11.00pm to leave quietly and quietness shall be observed when an Owner or Occupier of a Lot returns to the Building after 10.00pm and before 7.00am.
- (b) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimise the annoyance to other Owners or Occupiers of Lots including closing all doors, windows and curtains of the Lot.
- (c) Owners and Occupiers acknowledge that the Restaurant and Kiosk Lot shall be used as a restaurant and kiosk and that they will not make any claim for nuisance or disturbance in relation to such use and shall not object to such use as long as the owner or occupier of the Restaurant and Kiosk Lot complies with the terms of the Principal Scheme By-Laws.

25 BY-LAW 25 – REMOVALS

An Owner or Occupier shall not move any furniture, piano or safe into or out of any Lot without prior notice given to the Body Corporate and the moving must be done in the manner and at the time directed by the Body Corporate or any residential building caretaker.

26 BY-LAW 26 – SECURITY

- (a) An Owner or Occupier of a Lot shall securely fasten all doors and windows to his Lot on all occasions when the Lot is left unoccupied and the Body Corporate, its servants, agents or the residential building caretaker shall have the right to enter without committing trespass and fasten any doors or windows.
- (b) Owners and Occupiers shall ensure any common property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).

27 BY-LAW 27 – ACCESS

- (a) Upon 24 hours written notice (except in the case of an emergency, when no notice shall be required), the Body Corporate, its servants, agents and contractors or the building manager shall be permitted by an Owner or Occupier to enter into the Lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the Lot not capable of being used in connection with the enjoyment of any other Lot or common property, or to maintain, repair or renew common property, or to ensure that the By-Laws are being observed.
- (b) Such maintenance, repair or renewal shall be at the expense of the Owner or Occupier of the Lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the Owner or Occupier or their guests, servants or agents.
- (c) If not so permitted they may effect an entry and such entry shall not constitute trespass.
- (d) The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances.

28 BY-LAW 28 – COPIES

A copy of these By-Laws (or a summary approved by the Body Corporate) shall be exhibited in a prominent place in any Lot made available for letting.

29 BY-LAW 29 – COMPLIANCE

The duties and obligations imposed by these By-Laws and the Principal Scheme By-Laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by their guests, servants, employees, agents, members of the household, invitees and licensees.

30 BY-LAW 30 – RECOVERY

Where the Principal Body Corporate or the Body Corporate expends money to make good any damage caused by a breach of the Body Corporate and Community Management Act 1997 or any Body Corporate agreement, the Principal Scheme By-Laws or these By-Laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of a Lot, the Principal Body Corporate or the Body Corporate shall be entitled to recover from the Owner of the Lot at the time when the breach occurred the amount so expended as a liquidated debt.

31 BY-LAW 31 – SALES

While the original Owner remains an Owner or Occupier of any Lot(s) in the Building, it and its officers, servants or agents shall be entitled to use any Lot(s) of which it is a registered Owner or Occupier as a display Lot(s) and/or sales office and shall be entitled to allow prospective purchasers or prospective lessees to inspect any Lot(s) and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the Building and common property (or any Ephraim Island Body Corporate common property which is the subject of an exclusive use By-Law) as it thinks fit.

32 BY-LAW 32 – THROWING OBJECTS

An Owner or Occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the Building or any part of the common property. Any damage or costs for cleaning or repair caused by a breach of this By-Law and any consequential damages or costs arising therefrom shall be borne by the Owner or Occupier concerned.

33 BY-LAW 33 – EXTERNAL APPEARANCE

- (a) An Owner or Occupier of a Lot shall not construct a Lot or undertake any alteration to a Lot without the approval of the Design Assessment Panel constituted in accordance with the Code.
- (b) An Owner or Occupier of a Lot shall not deviate from the standards listed below unless otherwise first approved in writing by the Principal Body Corporate and the Design Assessment Panel constituted in accordance with the Code.
- (c) Window Furnishings (including blinds, drapes and curtains must conform to the standards set by the Ephraim Island Body Corporate. The standards include those set out in By-Laws 33.1 to 33.5 (inclusive).

33.1 Curtains

- (a) Curtains are to have off white or white backing, and any sheer is to be white or off white in colour with no coloured patterns.

33.2 Blinds/Shutters

- (a) All timber shutters and timber venetian blinds are to be painted white or off white in colour.
- (b) All blinds (Roman, Roller etc) are to be backed with a white or off white material.
- (c) All venetian blinds are to be white or off white in colour.

33.3 Internal Sun Screen Roller Blinds

All sun screen roller blinds are to be white, off white or charcoal in colour.

33.4 Security Screens/Doors

Security screens to windows and sliding doors are to have frames in a colour to match the window frames. All in-fill panels are to be black in colour and have no visible bar or grilles.

33.5 Lighting

Any external lighting treatment to the Lot shall be in accordance with the external lighting scheme installed by the Original Owner. Light globes shall not be of a different colour to those which were installed by the Original Owner.

33.6 Painting

Any external painting, finish or façade treatment to any dwelling on the Lot shall be in accordance with the treatment installed by the Original Owner unless otherwise first approved in writing by the Principal Body Corporate and the Design Assessment Panel constituted under the Code.

34 BY-LAW 34– DELETED INTENTIONALLY**35 BY-LAW 35 – DELETED INTENTIONALLY****36 BY-LAW 36 – DELETED INTENTIONALLY****37 BY-LAW 37 – BODY CORPORATE COMMITTEE RULES**

(a) The Body Corporate committee may make rules and regulations concerning the use and protection of the Building and common property including, without limitation, rules and regulations dealing with:-

- (i) visitors; and
- (ii) Building security.

38 BY-LAW 38 – COST

If the Ephraim Island Body Corporate or the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Owner or Occupier (which expression shall for the purposes of this By-Law include any former Owner or Occupier of the relevant Lot) due to default by that Owner or Occupier in the payment of any moneys to the Ephraim Island Body Corporate or the Body Corporate or breach of the By-Laws or the Principal Scheme By-Laws for any other reason such Owner or Occupier shall forthwith pay on demand to the Ephraim Island Body Corporate or the Body Corporate such costs and expenses which shall be a liquidated debt and payable by the Owner or Occupier to the Body Corporate.

39 BY-LAW 39 – BY-LAWS EXTEND TO OCCUPIERS

In these By-Laws where there is an obligation, right or licence granted to an Owner (for the time being) of a Lot then this obligation, right or licence shall also extend to the lawful Occupier of such Lot.

40 BY-LAW 40 – EASEMENTS

- (a) The Body Corporate shall be empowered to:-
- (i) grant any easement, licence, right of way or any other concession to enable services (ie electricity, telecommunications, communications, gas, drainage, water or sewerage) from any Public Authority or instrumentality, any Federal or State Government department, Authority or Instrumentality, or any private person or corporation to pass through under or over common property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
 - (ii) enter into or be a party to or have the benefit of a grant of easement with any adjoining land Owner or the local authority whether pursuant to conditions of Development Approval or otherwise, for any purpose necessary for the use and enjoyment of the parcel or for the benefit of adjoining land Owners, the local authority or any other person including, without limitation, for access, services, protection of heritage trees, maintenance of dividing fences, etc.

41 BY-LAW 41 – USE OF LOTS

- (a) Subject to paragraph (c), Lots (other than one (1) Lot only as determined by the Original Owner or the Body Corporate from time to time ("Caretaker's Lot"), may only be used for:-
- (i) residential purposes; and
 - (ii) home office activities as long as such home office activities do not compromise the conduct of a business (including the attendance of staff and customers or patrons in the Lot) and are not for immoral purposes,
 - (iii) and must not be used for any other purpose.
- (b) The Caretaker's Lot may be used by a residential building caretaker appointed by the Body Corporate as a place to provide caretaking services in respect of the common property (which is the subject of an exclusive use By-Law) and letting agent services to Owners and Occupiers of Lots;
- (c) Subject at all times to the provisions of By-Law 34 of the Principal Scheme By-Laws, the Body Corporate may grant to the Owner of the Caretaker's Lot the right to carry on the business of managing/caretaking and/or the letting of Lots and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as approved by the Ephraim Island Body Corporate may deem fit.
- (d) Where the residential building caretaker is also the manager, caretaker or letting agent of the Ephraim Island Community Titles Scheme and its subsidiary schemes, the Caretaker's Lot may also be used by the residential building caretaker for the purpose of conducting such services for the benefit of the Ephraim Island Community Titles Scheme and its subsidiary schemes.
- (e) The Original Owner may, in accordance with By-law 31, use any Lot(s) of which it is registered Owner as a display Lot(s) and/or sales office.

42 BY-LAW 42 – BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

- (a) Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By-Laws, but subject at all times to the provisions of By-Law 34 of the Principal Scheme By-Laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-
- (i) an agreement or agreements for the caretaking, management and/or maintenance of the common property and the letting of Lots on behalf of Owners and Occupiers;

- (ii) an agreement or agreements for the appointment of a Body Corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
 - (iii) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building and common property or for the purposes of ensuring the proper performance of the powers, duties, and functions of the Body Corporate and of the committee of the Body Corporate (including agreements with service contractors and service and maintenance contracts in respect of utility services such as mechanical ventilation, fire control equipment and security systems); and
 - (iv) an agreement or agreements for the supply of services to the Building and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building.
- (b) Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

43 BY-LAW 43 – BULK SUPPLY OF UTILITIES

- (a) The Body Corporate may at its election supply or engage another person to supply utilities in the Parcel and in such case the following will apply:-
- (i) "Utility" means: pay TV electricity, gas, water, broadband services, and the like;
 - (ii) the Body Corporate has the power to enter into a contract for the purchase of reticulated utility, on the most economical basis, for the whole of the Parcel from the relevant authority;
 - (iii) the Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Parcel provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or Occupier for supply of the electricity direct from the relevant Electricity Authority;
 - (iv) each Owner or Occupier must purchase and use all Utility consumed in the Owner's Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
 - (v) the Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
 - (vi) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
 - (vii) the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
 - (viii) in respect of an account which has been rendered pursuant to these By-Laws, then a Owner or Occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or Occupier became the Owner or Occupier of that Lot;
 - (ix) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and/or
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;

- (x) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (xi) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

44 BY-LAW 44 - DELETED INTENTIONALLY**45 BY-LAW 45 - DELETED INTENTIONALLY****46 BY-LAW 46 - DELETED INTENTIONALLY****47 BY-LAW 47 - DELETED INTENTIONALLY****48 BY-LAW 48 – RIPARIAN DECKING - EXCLUSIVE USE**

- (a) The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the riparian decking area allocated to that Lot in Schedule E of this Community Management Statement.
- (b) The Owners and Occupiers of the Lots shall clean and maintain the exclusive use area including maintaining all decks on the exclusive use area to a high standard or appearance.
- (c) Nothing in this By-law is to be constructed as an approval or permission for an Owner or Occupier of the Lots to construct an extension or addition to the riparian decking (including and without limitation a pontoon).

49 BY-LAW 49 - INTERPRETATION

If there is any ambiguity or inconsistency between these By-Laws and the Principal Scheme By-Laws then the Principal Scheme By-Laws prevail.

50 DEFINITIONS**50.1** In these By-Laws unless the contrary intention appears a reference to:-

"Body Corporate" means the body corporate for this Scheme.

"Building" means the building(s) contained on the Scheme Land.

"Code" means the Architectural and Landscape Code in Schedule D of this Community Management Statement;

"common property" means common property in the Scheme.

"Design Assessment Panel" is the design assessment panel appointed under the Code to review housing designs and alterations to existing houses for approval;

"Ephraim Island Body Corporate" means the Ephraim Island Body Corporate for the Ephraim Island Community Titles Scheme;

"Ephraim Island Community Titles Scheme" means the community titles scheme which is the principal community title scheme of which this Scheme is a subsidiary community title scheme.

"Lot" means a lot in the Scheme.

"Principal Scheme By-Laws" means the by-laws for the Ephraim Island Community Titles Scheme.

"Restaurant and Kiosk Lot" means volumetric Lot 901 on SP 157631 which is a lot in the Principal Scheme and which is intended to be used as a restaurant and kiosk.

"Scheme" means the community titles scheme to which this community management statement relates.

"Scheme Land" means the land referred to in Item 4 of this community management statement.

50.2 Interpretation

In these By-Laws unless the contrary intention appears:-

- (a) a reference to "including" means including by way of non-exhaustive example only;
- (b) a reference to a statute, ordinance, code or other law includes regulations and under instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a law or a By-Law includes all amendments or replacements to the law or the By-Law;
- (e) a thing is a reference to the whole of the thing and each part of the thing;
- (f) words used in the By-Laws and defined in the Act have the same meaning as set out in the Act;
- (g) where these By-Laws say that something can or must be done by the Ephraim Island Body Corporate or the Body Corporate then that thing may be done by the relevant Committee unless there is a legal restriction on the relevant Committee in doing so;
- (h) a person includes corporations and other entities (including, without limitation, a Body Corporate).

50.3 Severability

If it is held by a Court of competent jurisdiction that:-

- (a) any part of these By-Laws is void, voidable, unenforceable or ultra vires; or
- (b) these By-Laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these By-Laws but without affecting the continued operation of the remainder.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1 STATUTORY EASEMENTS

The following lots are each subject to the 5 Statutory Easements set out below.

Affected Lot	Type of Statutory Easement
Common Property for Ephraim Island - Subsidiary 100 Community Titles Scheme	1. Easement for lateral or subjacent support in favour of Lots above or adjoining the Affected Lot (pursuant to section 115N of the <i>Land Title Act 1994</i>).
Lot 11 on SP 176487	2. Easement in favour of each lot adjoining an Affected Lot and Common Property for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services (pursuant to section 115O of the <i>Land Title Act 1994</i>).
Lot 12 on SP 176487	3. Easement for utility services and utility infrastructure in favour of each lot adjoining an Affected Lot and Common Property for establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to other lots and the Common Property (pursuant to section 115P of the <i>Land Title Act 1994</i>).
Lot 13 on SP 176487	4. Easement for projections in favour of each lot adjoining an Affected Lot and Common Property (pursuant to section 115R of the <i>Land Title Act 1994</i>).
Lot 14 on SP 176487	5. Easement for maintenance of buildings close to the boundary of an Affected Lot in favour of a lot adjoining the Affected Lot and Common Property to carry out maintenance or replacement (pursuant to section 115S of the <i>Land Title Act 1994</i>).
Lot 15 on SP 176487	
Lot 16 on SP 176487	
Lot 17 on SP 176487	
Lot 18 on SP 176487	
Lot 19 on SP 176487	
Lot 20 on SP 176487	
Lot 21 on SP 176487	
Lot 22 on SP 176487	
Lot 23 on SP 176487	
Lot 24 on SP 176487	

2 ARCHITECTURAL AND LANDSCAPE CODE

Preamble

The purpose of this Code is to encourage housing that will enhance the total amenity and character of Ephraim Island while protecting everyone's investment in Ephraim Island including property values.

Process

To maintain consistency and quality of applications within Ephraim Island, a process has been structured to ensure compliance with the Code.

A Design Assessment Panel ("DAP") will review your housing designs for approval.

DAP approval must be obtained before construction of any dwelling commences. The approval process has been streamlined to ensure the efficiency and effectiveness of the process. The DAP has complete discretion regarding approvals and relaxation of any aspects of the Code.

Occupiers must also obtain DAP approval before they obtain the necessary development permit from the Local Government. The Local Government may impose its own conditions. These conditions may also need to be approved by DAP.

Occupiers may also take advantage of preliminary meetings with the DAP before lodging their application. This will give occupiers to discuss any uncertainties regarding the Code.

The Code is made up of 14 divisions:

Division	Title
1	Development Approval and Housing Covenants
2	Licence to use Building Approval
3	Establishment of DAP
4	Meetings
5	Applications for DAP Approval
6	DAP Approvals
7	Relaxation
8	Construction of the Dwelling
9	Marketing and sale of the Land and the Dwelling
10	Traffic Control Plan
11	Breach of Code
12	Definitions
13	Ephraim Island Detached Housing Design Guide
14	Housing Covenants

1 DEVELOPMENT APPROVAL AND HOUSING COVENANTS

- 1.1** The Original Owner has obtained Development Application No. PN251682/01/DA10(P2) ("DA") in respect of establishing dwellings on the Land. The DA runs with the Land.
- 1.2** The Applicant must:
- (a) comply with the DA;
 - (b) not seek to amend or vary the DA;
 - (c) comply with in all respects the Ephraim Island Detached Housing Design Guide approved as a part of the DA, and the Housing Covenants,
- in constructing a dwelling in the Scheme or altering an existing dwelling in the Scheme.
- 1.3** If there is any inconsistency between the Ephraim Island Detached Housing Design Guide and the Housing Covenants, the Ephraim Island Detached Housing Design Guide shall prevail to the extent of the inconsistency.

2 LICENCE TO USE BUILDING APPROVAL

- 2.1** The Original Owner grants to the Applicant an irrevocable, non transferable and exclusive licence for the Applicant to use the Building Approval for the purposes of constructing or altering the dwelling.
- 2.2** The Applicant may comply with the requirements of Building Approval in constructing or altering a dwelling on the Land.
- 2.3** If the Applicant chooses not to use (in part or whole) the Building Approval or chooses to amend the Building Approval in any way, the Applicant must obtain the DAP's written approval in accordance with the process set out in clause 5, prior to seeking Council's approval to its building application in relation to the dwelling.
- 2.4** For the avoidance of doubt, even an Applicant intending to construct a dwelling in accordance with the BA, must lodge the final original Plans for the dwelling with the DAP for approval prior to commencing construction of the dwelling. The DAP will provide its approval to these plans within 7 days. The Applicant must comply with clauses 8, 9, 10, and 11 of the Code.

3 ESTABLISHMENT OF DAP

- 3.1** The DAP is established to carry out the functions described in this Code.
- 3.2** The DAP may have up to four members, one of whom must be a member of the Royal Australian Institute of Architects.
- 3.3** While the Original Owner owns Ephraim Island Land up to and including the date when the Final Inspection Certificates have been issued for the Undeveloped Land, it may appoint up to two members of the DAP. The following rules apply to appointments and revocations by the Original Owner:
- (a) the people appointed need not be members of the Body Corporate; however, at least one appointee must be a member of the Royal Australian Institute of Architects; and
 - (b) the appointment lasts until the person resigns or the appointment is revoked by the Original Owner; and
 - (c) the Original Owner must give the Body Corporate written notice of an appointment or a revocation of an appointment; and
 - (d) if the number of members appointed by the Original Owner is less than 2 then the Original Owner may make new appointments so that the total appointed by the Original Owner is not more than 2; and
 - (e) the appointments may be revoked by the Body Corporate once the Original Owner no longer owns any Ephraim Island Land.

- 3.4** The Body Corporate may appoint only 2 members of the DAP until the Original Owner:
- (a) no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land; or
 - (b) gives the Body Corporate a written notice waiving its appointment rights under clause 3.3.
- 3.5** When the Original Owner no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land, the Body Corporate may appoint all members of the DAP.
- 3.6** The following rules apply to appointments and appointment revocations by the Body Corporate:
- (a) appointments and revocations of appointment are by Body Corporate Committee resolution; and
 - (b) the people appointed need not be members of the Body Corporate; and
 - (c) an appointment lasts until the person resigns or the appointment is revoked by the Body Corporate; and
 - (d) if at any time the DAP does not include a member of the Royal Australian Institute of Architects, the Body Corporate must promptly make the necessary appointment.
- 3.7** The secretary of the Body Corporate must keep a record of current members of the DAP. The record must include:
- (a) a postal address, telephone number and facsimile number (if available) as notified by the members from time to time; and
 - (b) the date of appointment of the member; and
 - (c) written evidence of the appointment of the member; and
 - (d) the meetings attended by the member.
- 3.8** While the Original Owner owns some Ephraim Island Land up to and including the date the Final Inspection Certifications have been issued for the Undeveloped Land, the chairperson of the DAP will be a member of the DAP specified from time to time by the Original Owner in a written notice to the Body Corporate. Otherwise, the chairperson of the DAP will be a member of the DAP decided from time to time by resolution of the Body Corporate committee.
- 3.9** The Original Owner's involvement in the DAP will cease upon the receipt of the final construction completion certificate for all remaining 7 lots.

4 MEETINGS

- 4.1** The DAP must meet when necessary to perform the DAP's duties. The Body Corporate may, by resolution by the Body Corporate committee, specify a schedule of dates for DAP meetings.
- 4.2** Two members of the DAP (which must include the chairperson) constitute a quorum.
- 4.3** Meetings must be convened by the secretary of the Body Corporate by written notice to the members, unless all members agree to dispense with written notice. The notice must be served by post or facsimile to the recorded address of the member at least 7 days before the proposed date of the meeting. The notice must show the date, time and place of the meeting.
- 4.4** DAP meetings must be held:
- (a) on Business Days; and
 - (b) between 9.00am and 5.00pm,

unless the members all agree in writing to a different date or time.

- 4.5 Decisions will be made by a majority on a show of hands by members at the meeting. Each member will have one vote except for the Appointed Architect, who will have a primary vote and a casting vote.
- 4.6 A member (including, to remove any doubt, the chairperson) who is absent from a meeting may appoint another member as his or her proxy. The proxy must:
- (a) be in writing signed by the person making the appointment; and
 - (b) be delivered to the secretary of the Body Corporate before the relevant DAP meeting.
- 4.7 A member acting as a proxy has the same powers at a DAP meeting as the member whom the member acting as a proxy represents.
- 4.8 The DAP may from time to time, designate one or more of the members to investigate matters for and on behalf of the DAP and report their findings to the DAP.
- 4.9 The DAP may hold meetings by telephone conference call.
- 4.10 A minute signed by all members takes effect as a resolution of the DAP.

5 APPLICATIONS FOR DAP APPROVAL

- 5.1 Within 3 months of an Applicant purchasing a Lot or advising the Body Corporate of its intention to alter the existing building on the Lot, the Applicant must arrange a meeting with the DAP to review the Preliminary Review Plans ("**Initial Meeting**").
- 5.2 The Applicant must provide all of the documents required under the Preliminary Review Application to the DAP at the Initial Meeting.
- 5.3 The purpose of the Initial Meeting is to review the Applicant's preliminary Plans for the Dwelling and to ascertain the appropriateness of the Plans for the Ephraim Island development.
- 5.4 Within 6 weeks of the Initial Meeting the Applicant must arrange a second meeting with the DAP to review the Formal Review Plans ("**Final Meeting**").
- 5.5 The Applicant must provide all of the documents required under the Formal Review Application (amended appropriately to incorporate comments or requirements from the Initial Meeting) to the DAP at the Final Meeting.
- 5.6 The purpose of the Final Meeting is for the Applicant to formally submit its Plans to DAP for the construction or alteration of the Dwelling for DAP's approval.
- 5.7 At the Final Meeting the Applicant must provide DAP with a cheque payable to the member of the Royal Australian Institute of Architects ("**Architect**") in the amount of \$2,700.00 per Lot being the Architect's fees for reviewing the Plans and for performing two site inspections of the Land. (The DAP has the discretion to charge a lesser amount for smaller alterations).
- 5.8 In the event that additional meetings between the Applicant and DAP are required, the Applicant must pay the Architect's costs of \$150 per hour (subject to annual CPI increases) for performing the meetings within 2 weeks of the completion of the additional meeting.
- 5.9 If the Original Owner no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land in accordance with clause 3.5, clauses 5.7 and 5.8 will not apply and the Architect's fees will be those as set by the Royal Australian Institute of Architects from time to time. The Body Corporate will advise the Applicant of these fees.
- 5.10 Within 14 days after the Final Meeting DAP must:
- (a) provide the Applicant with written notice that the Plans are not approved and the reason why. The Applicant must then within 14 days from the date the Applicant receives the notice, once again comply with clause 5.1; or

- (b) provide the Applicant with written notice that the Plans are approved together with the original Plans, stamped with DAP's approval stamp ("**Approval Date**"). DAP will send a copy of the approval notice and the general layout plans of the Plans to Body Corporate for their information only.

5.11 Prior to the Applicant commencing construction of the dwelling it must lodge the Bond and all statutory approvals to commence construction with the Body Corporate.

5.12 The Body Corporate may call upon the Bond in the event the Applicant causes any damage or destruction to the Land or the Ephraim Island development or infrastructure generally, and the Applicant does not promptly make good the damage to the reasonable satisfaction of the Body Corporate.

6 DAP APPROVALS

6.1 The DAP must consider applications using the DA, the Ephraim Island Detached Housing Design Guide, and the Housing Covenants ("**Standards**").

6.2 If the DAP approves an application conditionally, the conditions may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the DAP; and
- (b) changes being made to any of the items or information included in the application; and
- (c) commencement of the Works within a reasonable time determined by the DAP.

6.3 All approvals must be affixed with the DAP approval stamp and signed by the Secretary of the Body Corporate or a person authorised by the DAP for this purpose.

6.4 A DAP Approval expires when any relevant Local Government or other authority approvals expire, or, if there are no other expiry dates, 2 years from the date of the DAP Approval.

6.5 If an Applicant:

- (a) has obtained a DAP Approval; and
- (b) obtains all necessary approvals from the Local Government and all other relevant authorities; and
- (c) the Works have changed since the DAP Approval was obtained because of the requirements of the Local Government or the other relevant authorities,

the Applicant must submit to the DAP, at the address for service of the Body Corporate, 2 copies of all necessary plans and correspondence which shows the extent of the changes.

6.6 If the change is not a substantial change, the information is submitted to the DAP for information only.

6.7 If the change is a substantial change, the Applicant must under go the approval process described in clauses 5 and 6 of this Code to obtain a new DAP Approval. However, the Applicant need not pay an application fee.

7 RELAXATION

The DAP may allow non-compliance with any requirement of this Code (including, without limitation, the Standards) in its absolute discretion.

8 CONSTRUCTION OF THE DWELLING

8.1 During the period the Applicant is undertaking the construction or alteration of the dwelling, DAP may at anytime and without notice conduct two (2) inspections of the dwelling to ensure that it is being built in accordance with the approved Plans.

8.2 On completion of construction or alteration of the dwelling the Applicant must obtain a Final Completion Certificate from its building certifier and provide DAP with a copy of this certificate.

8.3 DAP will then undertake a final inspection of the dwelling ("**Final Inspection Date**") and provide the Body Corporate with a copy of the Final Inspection Certificate.

8.4 Within 14 days after the Final Inspection Date the Applicant must provide the Body Corporate with the As Constructed Plans and Documents.

9 MARKETING AND SALE OF THE LAND AND THE DWELLING

9.1 The Applicant must not display, erect or affix any signs, placards or display boards on the Land or the dwelling advertising the name or details of the Applicant or builder of the dwelling without the prior written consent of the Body Corporate.

9.2 In providing its consent the Body Corporate may impose any conditions it sees fit including the size of any signage and the inclusion of any of the Body Corporate's signage. This obligation extends to and includes any time the Land and the Dwelling are re-sold to a further purchaser, transferee or disponent from any subsequent purchaser, transferee or disponent.

9.3 The Applicant must not conduct an auction sale on Ephraim Island in relation to the sale of the Land and the Dwelling.

10 TRAFFIC CONTROL PLAN

10.1 Prior to the Applicant commencing construction of the dwelling the Applicant must provide a copy of its traffic control plan during the construction or alteration of the dwelling to the Body Corporate.

11 BREACH OF CODE

11.1 If the Applicant does not comply with this Code or with any approval issued by the DAP under this Code, the Body Corporate may serve a notice on the Applicant requiring it to remedy the non-compliance within a reasonable period set out in the notice.

11.2 If the Applicant does not remedy the non-compliance in the period set out in the notice, the Body Corporate may:

- (a) enter any part of the Ephraim Island Land where the non-compliance has occurred; and
- (b) remedy the non-compliance; or
- (c) remove the non-complying Works; and
- (d) recover the costs of its action under this clause as a liquidated debt from the Applicant.

11.3 The Body Corporate may take any action it considers necessary to prevent a breach of this Code. For example, without limitation, it may:

- (a) require all work on the relevant Ephraim Island Land to cease; or
- (b) restrict the access of the Applicant, its agents, employees or contractors to the relevant Ephraim Island Land.

11.4 The Applicant must bear the costs of any such action required to be undertaken by the Body Corporate in the event:

- (a) the Applicant breaches the Code; or
- (b) to prevent the Applicant from breaching the Code.

11.5 The Applicant hereby indemnifies the Body Corporate and agrees to keep the Body Corporate indemnified against all loss and damage incurred by the Body Corporate as a result or indirect result of the Applicant's failure to comply with any obligation contained in the Code.

12 DEFINITIONS

Applicant	means a proposed owner of a Lot in the Scheme or an existing owner of a Lot seeking an alteration to their existing dwelling.
As Constructed Plans and Documents	<p>means:</p> <ul style="list-style-type: none">• “as constructed” plans• Notice of Practical Completion• General Maintenance for all finishes and fittings• Schedule of Sub-Contractors and Suppliers and their contact details• External finishes, fittings and equipment schedule• Warranty and guarantees for fixtures, fittings and equipment• Operating manuals for fixtures, fittings and equipment.
Bond	means a deposit bond or bank guarantee in the amount of \$100,000.00 per Lot to be held by the Body Corporate.
Body Corporate	means the Body Corporate for Ephraim Island – Subsidiary 100 Community Titles Scheme 35692.
Building Approval	means the building application approval notice for construction of the dwelling obtained by the Original Owner.
Claim	means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection, whichever is applicable.
Code	means this architectural and landscaping code found in Schedule D.
Local Government	means Gold Coast City Council.
dwelling	means a dwelling constructed or to be constructed in Ephraim Island development.
Ephraim Island Detached Housing Design Guide	means the document attached to the Code.
Ephraim Island Land	means any and all Lots and Common Property in the Ephraim Island Community Titles Scheme 33951.
Final Inspection Certificate	means a final inspection certificate issued in the prescribed form in accordance with all relevant statutory and Local Government requirements.
Final Inspection	means a report prepared by DAP confirming the dwelling has been

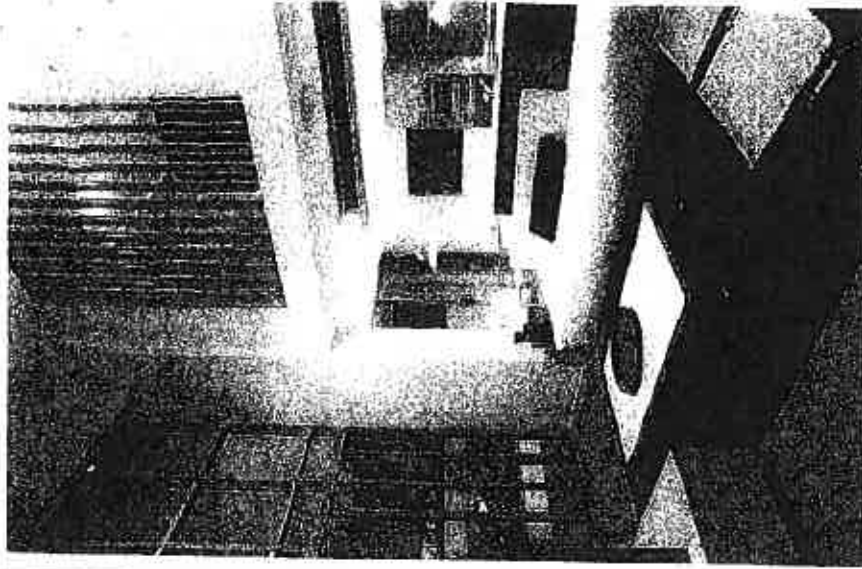
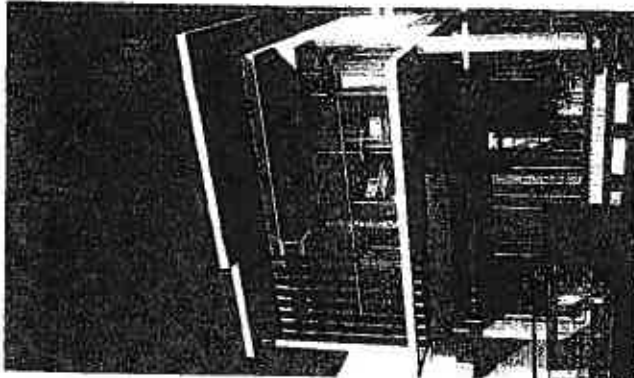
Report	constructed in accordance with the DAP Approval.
Formal Review Application	means the document attached to the Code.
Formal Review Plans	means the plans listed on the Formal Review Application..
Housing Covenants	means the document attached to the Code.
Land	has the same meaning as Ephraim Island Land.
Lot	means a lot in Ephraim Island, and includes a lot in a Scheme.
Original Owner	means Mirvac Queensland Pty Limited ACN 060 411 207 and Lewiac Land Pty Limited ACN 009 793 337
Plans	means the documents to be provided to the DAP in accordance with the checklist of the Preliminary Review Application and the Formal Review Application
Preliminary Review Application	means the document attached to the Code.
Preliminary Review Plans	means the plans listed on the Preliminary Review Application.
Scheme	means the scheme administered by the Body Corporate for Ephraim Island – Subsidiary 100 Community Titles Scheme
Undeveloped Land	means lots 15, 16, 17, 18, 19, 20, and 21 on SP 176487, County of Ward, Parish of Barrow, Ephraim Island, Paradise Point, being lots under the Scheme.
Works	means building and landscaping work that must be approved by the DAP under this Code.

EPHRAIM ISLAND

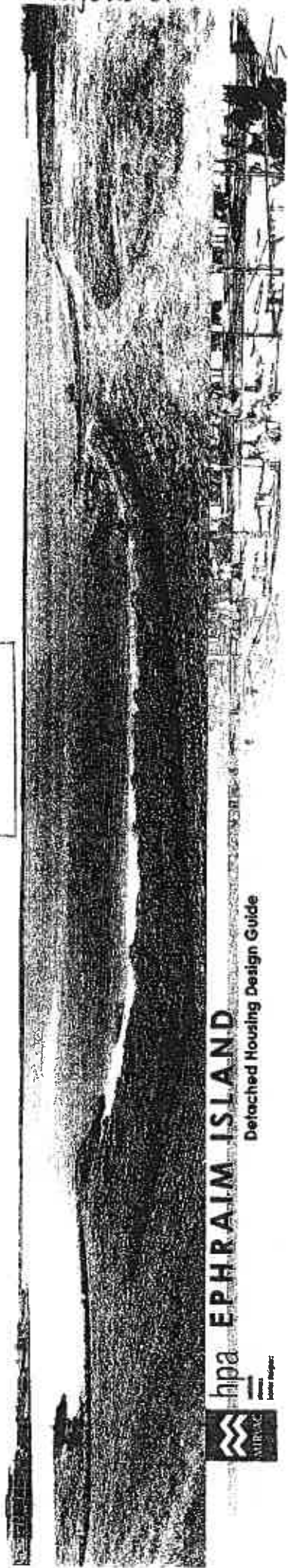
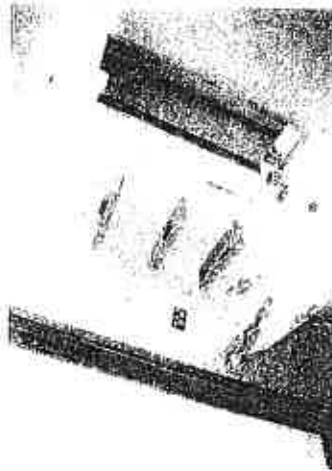
Detached Housing Design Guide

FURTHER TO EPHRAIM ISLAND PLANNING
ASSESSMENT REPORT.

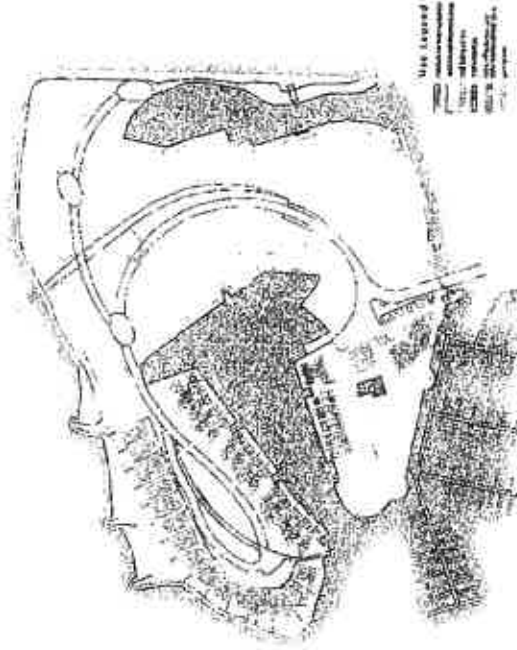
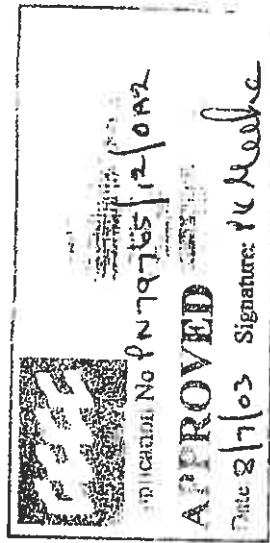
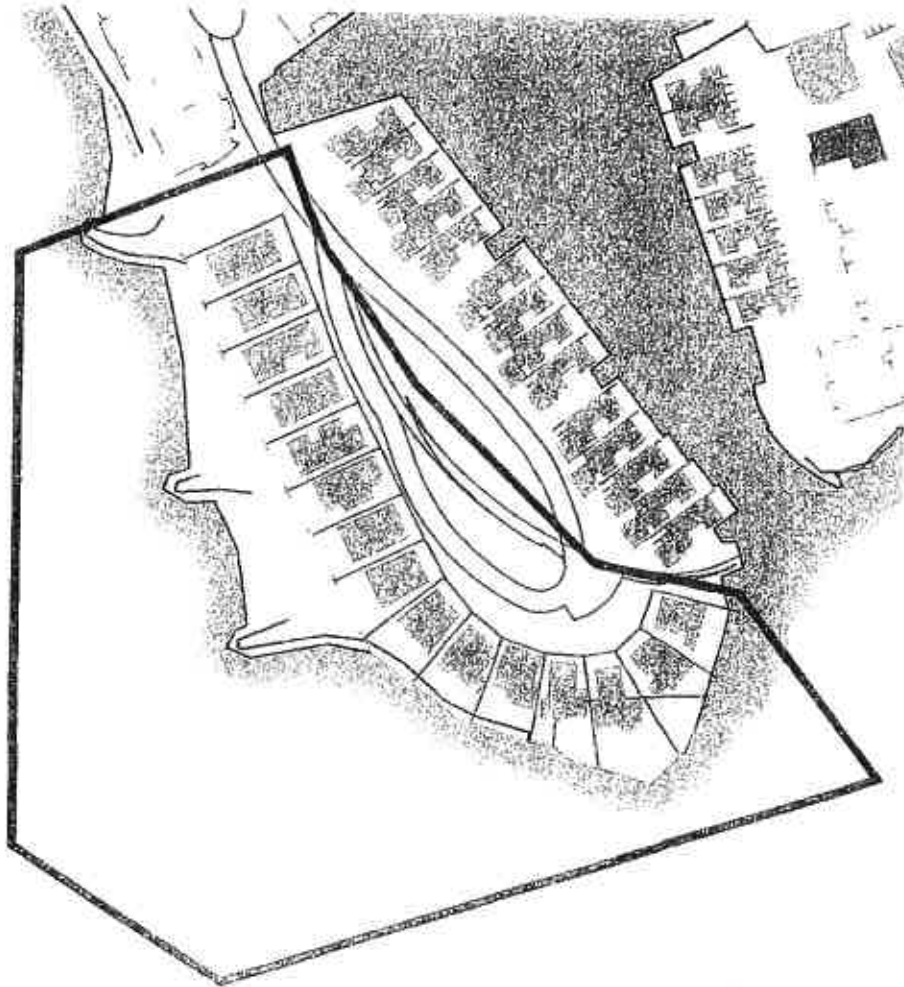
SECTION 7.2.8 PROVISIONS APPLYING TO DETACHED HOUSES



Application No P079765/12/DAS
APPROVED
Date: 2/10/12 Signature: PKM



Detached Housing Precinct



Planning Diagrams

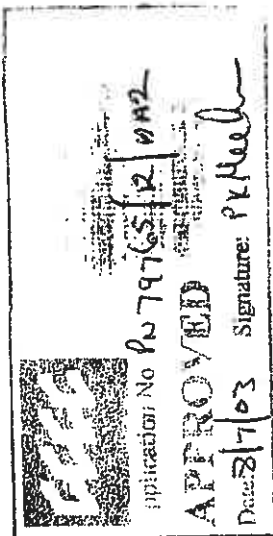
The attached Regulations can be used to define the physical form of the detached housing component of Ephraim Island. These differ from conventional zoning and planning controls that merely address density and use.

The Regulations control those aspects of private buildings, which pertain to the formation of public and private spaces.

It is proposed that all housing will be designed and constructed by The Mirvac Group.

Architectural treatments, style and "feel" of the Island Neighbourhood would be considered and planned in a harmonious and consistent manner. This treatment will reflect the unique climatic and aesthetic tradition of Queensland, within a contemporary context and interpretation.

1. These REGULATIONS are to be addressed in conjunction with the MASTER PLAN which describes the location of the detached houses.
2. Building forms are not to exceed the diagrammatic building envelopes shown in this Design Guidebook.
3. No more than two adjoining dwellings of similar house plan types will have the same facade treatment.
4. All buildings are to have their main entrances onto the street or public space.
5. Street boundary set back requirements are intended to establish a uniformity and consistency of building lines which will then visually frame each street or open space.
6. Privacy- To comply with the diagrams contained herein.
7. At the line of building setback, a 2 metre separation between 2 storey components of separate dwellings shall be maintained, subject to permitted encroachments.
8. Site cover shall not exceed 60%.



INDICATIVE EXTERNAL CLADDING MATERIALS

1. Prescribed list of materials should create balanced compositions and variety to the elevational treatment of all houses.

WALLS	FENESTRATION	SUNSCREENING	BALUSTADING	ROOFING
Render Brick Timber Timber Boarding Timber Battens Flint Cement Sheet Stone	Timber Aluminium Steel Frames	Timber Bamboo Aluminium Aluminium Metal Louvre & Chain Arrang	Glass Timber / Aluminium Louvre/Slats	Concrete Metal Pan Roof Tiles

BOUNDARY FENCES

1. Fence construction should be sympathetic to the external architectural character of houses and will comply with the following:

STREET BOUNDARIES

All heights described are relative to dog-path levels.
Maximum fence height is 1.5m. Fences up to 1.2m must be substantially solid. Fences up to 1.5m must have a solid section at the base with an alternative lightweight material upper (ie. Timber, bamboo, etc) and should provide at least 50% transparency above 1.2m. Alternatively fences up to 1.5m may provide a total transparency of at least 25% for the full height of 1.5m.

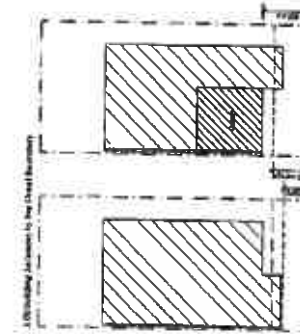
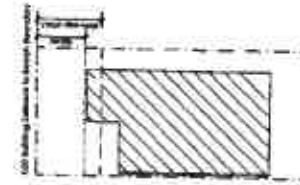
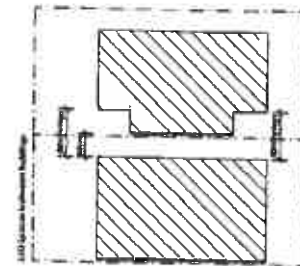
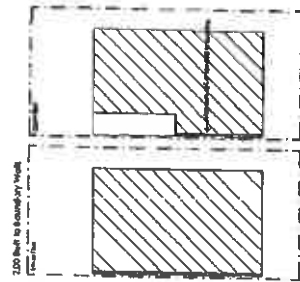
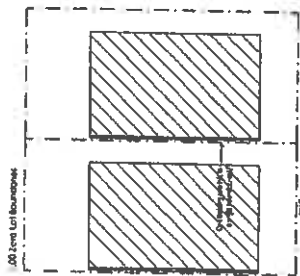
SIDE BOUNDARIES

Where fences divide 2 or more adjoining properties.
All heights described are relative to the highest ground level of those properties.
Maximum fence height forward of the building setback is 1.5m. Fences up to 1.2m must be substantially solid. Fences up to 1.5m should provide at least 50% transparency above 1.2m. Alternatively fences up to 1.5m may provide a total transparency of at least 25%.
Maximum fence height behind the building setback is 2.0m. Fences may be solid up to 2.0m.



EPHRAIM ISLAND BUILDING DESIGN GUIDE DETACHED HOUSING

BUILDINGS ARE TO COMPLY WITH THE FOLLOWING DESIGN GUIDELINES



1.00 Zero Lot Boundaries

Buildings may be built to a single side boundary, whichever side provides for the best solar access to the dwelling.

No two buildings shall zero lot to the same boundary.

2.00 Built to Boundary Walls

The entire ground floor component of a building may be built to the boundary.

No more than 60% of the upper floor component of a building shall be built to boundary or, no more than 1.6m of the upper floor component may be built to boundary, whichever is the least.

3.00 Spaces between Buildings

Sides of building setbacks are considered from building to building rather than from building to boundary.

No building shall be less than 2m from another building.

A significant component of the building at both street and beach frontage must not be more than 4.0m from another building.

4.00 Building Setback to the Beach Boundary

No building shall have an average setback of less than 6m to the beach boundary.

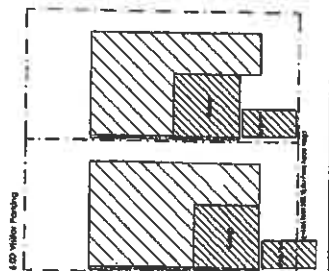
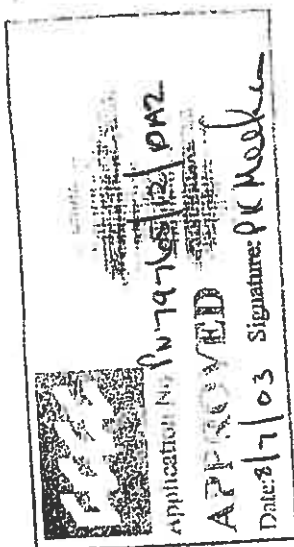
No building shall setback less than 4.5m to the beach boundary.

5.00 Building Setback to the Street Boundary

No building shall have an average setback of less than 3.5m to the street boundary.

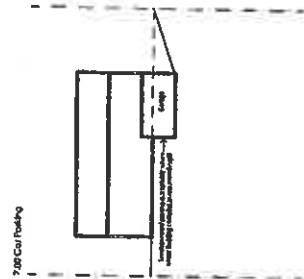
No building shall setback less than 2.5m to the street boundary.

Garages shall not setback less than 4.5m to the street boundary.



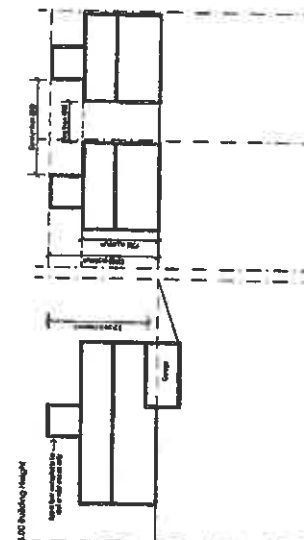
6.00 Visitor Parking

At least one visitor park per building must be provided. Visitor parks may occur across the road verge in less than half of the buildings



7.00 Car Parking

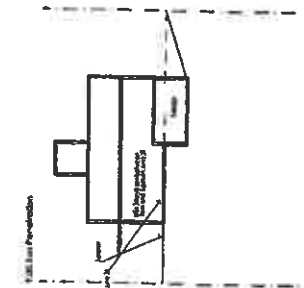
Semi basement parking is acceptable provided the resulting building meets the criteria for maximum building height.



8.00 Building Height

No building will exceed three stories in height. Where a building is three stories the upper storey is permissible only for the provision of access to the roof deck or to provide for added solar access to the building or, for both. Semi-basement garages will not be considered as a storey.

Walls or eaves within 4.0m of an adjoining building shall not exceed 9.2m height. Walls and roofs more than 6.0m from an adjoining building will not exceed 12.7m



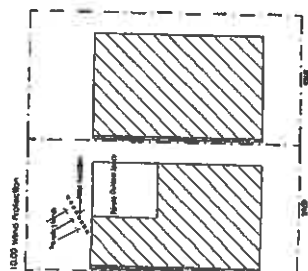
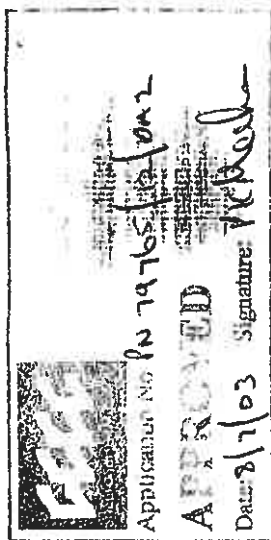
9.00 Sun Penetration

Windows to north-facing living areas shall receive at least 3 hours of sun between 9am and 5pm on 21 June over a portion of their surface.

Generally, sun penetration to the north-north east elevation during winter should occur whilst sun shading and ventilation to the same elevation during summer should occur

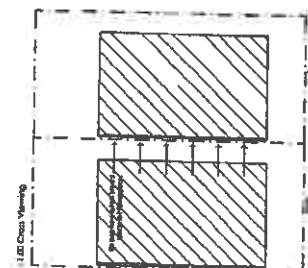
Means to control sun penetration should be provided, in particular to west and east facing glass.





10.00 Wind Protection

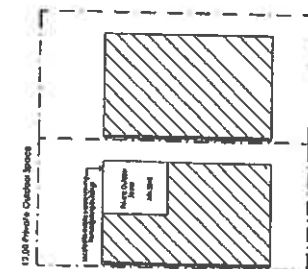
Protection or control for private outdoor space, from prevailing winds shall occur on all buildings



11.00 Cross Viewing

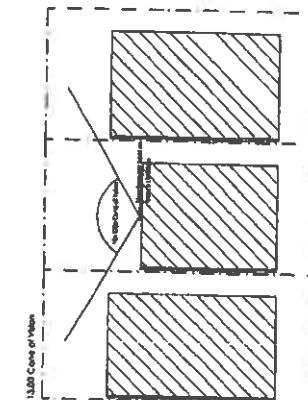
There shall be no means of cross viewing for residents from one internal space to another internal space of an adjoining building

Cross viewing to private outdoor spaces from an adjoining building is to be minimised.



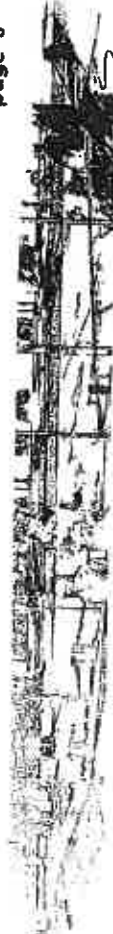
12.00 Private Outdoor Space

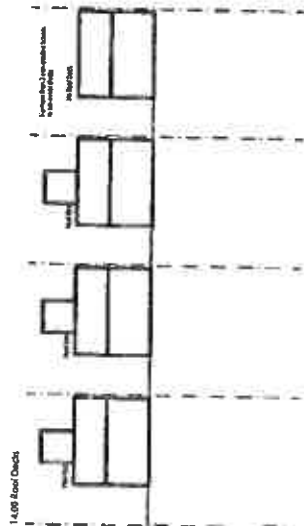
A minimum of 30m² private outdoor space shall be provided to all buildings.



13.00 Cone of Vision

Adjoining buildings shall not impede the cone of vision to less than 120° from a selected position along the front of any building.





14.00 Roofs and Roof Decks

No more than three consecutive buildings are to have roof decks.

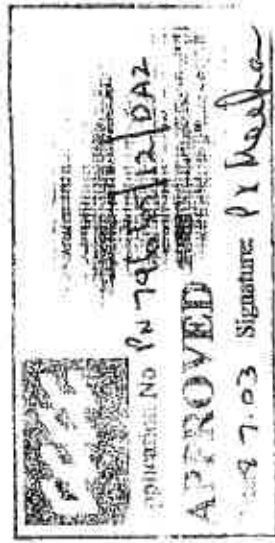
Roofs and roof decks are to be of concrete construction and all services upon them are to be concealed from the view of surrounding high rise buildings.



15.00 Service Yards

Adequate room for provision of on-site services such as bin storage and clothes drying must be provided.

Service areas must not be visible from either street or beach.



Design Assessment Panel - Ephraim Island Subsidiary 100

Preliminary Review Application

Development Address: _____

Lot : _____
St No: _____

☐ Residential

☐ Swimming Pool

Name of Owner: _____

(First Name)

(Surname)

Address: _____

(Street)

(Town/Suburb)

Phone: _____

Fax: _____

Mobile: _____

Owners Consent to Application: ☐ Yes ☐ No

Name of Architect/ Agent: _____

Contact: _____

Address: _____

(Street)

(Town/Suburb)

Phone: _____

Fax: _____

Name of Builder: _____

Contact: _____

Address: _____

(Street)

(Town/Suburb)

Phone: _____

Fax: _____

Checklist:

Note There must be one copy of each submission at a scale of 1:100.

☐

Floor Plans

☐

Elevations

☐

Site Plans

☐

Longitudinal Section

☐

An electronic copy (PDF) of all above.

Design Assessment Panel - Ephraim Island Subsidiary 100

Formal Review Application

Development Address: _____

Lot : _____
St No: _____

☐

Residential

☐

Swimming Pool

Name of Owner: _____	
(First Name)	(Surname)
Address: _____	
(Street)	(Town/Suburb)
Phone: _____	Fax: _____
Mobile: _____	
Owners Consent to Application: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Name of Architect/ Agent: _____	
Contact: _____	
Address: _____	
(Street)	(Town/Suburb)
Phone: _____	Fax: _____

Name of Builder: _____	
Contact: _____	
Address: _____	
(Street)	(Town/Suburb)
Phone: _____	Fax: _____

14 HOUSING COVENANTS

14.1 Subdivision or Amalgamation of allotments

No residential allotments may be further subdivided or amalgamated.

14.2 Air Conditioning

- (a) The Buyer must not install or maintain on or in the Dwelling, any air-conditioning unit unless the prior written approval from the Seller or its representative is obtained and such air-conditioning unit does not emit noise which exceeds the Environmental Protection Agency and Gold Coast City Council regulations for air-conditioning unit noise limits as passed from time to time.
- (b) Roof mounted air conditioners should be low profile, located below the ridgeline, coloured to match the roof and be located so as not to be visible from any angle.
- (c) Wall or Window mounted air-conditioning units will not be permitted.
- (d) The Buyer must submit acoustic information or air-conditioning design for approval upon formal review. The Seller retains the right to reject and or seek amendments to any proposed design.

14.3 Other Roof Mounted Appurtenances

- (a) Appurtenances located on the roof of dwellings are to be unobtrusive when viewed from any street within Ephraim Island.
- (b) Solar water heaters must not be unduly visible.
- (c) Solar panels must be located flat on the roof and must not be supported on frames.

14.4 Services

- (a) The Buyer and Seller acknowledge and agree that if a water supply pipeline or sewerage pipeline, an underground electricity supply cable, an underground telephone service cable, a stormwater or other drainage pipeline or any other similar pipelines or services shall traverse the Land (whether on, above or below the surface of the Land), then the Buyer shall accept title to the Land subject to any rights of the local authority, government department or person or company or body corporate in respect of such pipelines and cables and shall not make any requisition or objection in respect of the same nor shall the same be subject to any claim for compensation.
- (b) The Seller will provide a prescriptive Services Location Diagram and a copy of the Compliance Permit for plumbing and drainage work on the Land to the Buyer (the Services Location Diagram is located in the Community Management Statement for the Principal Scheme), however the Seller retains no liability if the information supplied is not absolute. The onus is on the Buyer to undertake the relevant precautions and searches such as dial-before-you-dig to ascertain the exact locations of allotment services.

14.5 Building Height and Mass

- (a) As set out in Item 8.00 Building Heights in the Ephraim Island Detached Housing Design Guide.
- (b) A minimum of 50sqm of habitable area shall be construction on the 2nd level above the semi-basement garage within the dwelling.

14.6 Car Parking

Consideration for guest parking should be incorporated in the site planning for each allotment. Refer to Item 6.00 Visitor Parking in the Ephraim Island Detached Housing Design Guide, in which considerations for visitor car parking is clearly delineated.

14.7 Garages

Garages should not dominate the streetscape and as such will not be on-grade garages by their very nature. Designs should be of a minimum semi-basement nature so as to conceal the garage so that it is not easily visible from road level. Refer Item 7.00 Car Parking in the Ephraim Island Detached Housing Design Guide.

14.8 Driveways

Driveways must match as close as reasonably practical the prevailing established designs incorporated by detached dwellings on Ephraim Island. Driveways must also be in accordance with the Local Authority planning standards and any other relevant authority. Only one driveway is permitted for each allotment.

14.9 Nautical devices/ watercraft

No ramp or launching device for any nautical device or watercraft may be incorporated in any plan. Storage of such devices or craft, must be facilitated in such a fashion that it is not readily visible from the street frontage.

14.10 Roof Design

- (a) No hip or gable roof designs must be visible from the street frontage. Designs must reflect the intention of the Ephraim Island Detached Housing Design Guide and the architecture already established on Ephraim Island.
- (b) Roofing must not incorporate any design which allows its use as a habitable area. Non reflective materials are to be used on all roof surfaces to minimise reflection into other dwellings on Ephraim Island.

14.11 Dwelling Colour pallets

Colours selected must blend with the dwellings in the immediate surrounding environment on Ephraim Island. The Seller has provided three (3) acceptable colour schemes attached to these Housing Covenants. If applicants wish to deviate from these schemes, it must be done in such a manner that is in line or similar with the established colours already found on Ephraim Island. Applicants are advised to seek professional colour selection advice from their respective designers. Each application is to be accompanied by a colour elevation or coloured perspective of the dwelling from the street.

14.12 Materials

- (a) Acceptable external material selections include:
 - (i) Render with integral colour or paint finish;
 - (ii) Feature light weight cladding which does not exceed 20% of the dwelling walls;
 - (iii) Rendered masonry with paint finish
- (b) Materials proposed by the Buyer are also subject to the Seller's or the Seller's representative review. Unpainted galvanised metal or zincalume to the wall or roof will not be accepted.

14.13 Cross Viewing (Privacy)

- (a) Individual dwelling proposals must take into consideration the impact on the privacy of the neighbouring allotments (eg. Limiting Cross Viewing / over viewing to adjoin neighbours)
- (b) Upper level decks and verandas must be in accordance with the Ephraim Island Detached Housing Design Guide.

14.14 Bin Storage

Storage of all bins, must not be incorporated into the street front design of the Dwelling and is not to be readily visible from any angle.

14.15 Transmitting and Receiving Devices.

An owner or an occupier of a lot shall not erect receivers or aerials outside, including wireless and/or television aerials and satellite receivers without the prior written consent of Ephraim Island Body Corporate and the Subsidiary Body Corporate or other relevant authority having jurisdiction.

14.16 Landscaping

- (a) An attractive feature of Ephraim Island is its surrounding landscape character. Buyers are required to enhance this natural feature through appropriate landscaping to individual allotments.
- (b) Landscaping to the Dwelling street frontage must conform to the Ephraim Island planting plan, attached to these Housing Covenants, and will utilise shell grit as mulching material. All landscaping must comprise vegetation native to the Island as per the planting schedule attached to these Housing Covenants.
- (c) Landscaping to the front garden areas and from the kerb line must be established within 60 days after the completion of the dwelling and must be regularly maintained by the allotment owners in accordance with Clause 4 of SBC100 By-Laws.

14.17 Fencing

- (a) The Buyer is not permitted to replace any pre-existing fence on the land unless the materials are the same standard and quality as the fence which was constructed at the time the Dwelling was constructed.
- (b) The Buyer is not permitted to construct any new fence on the Land without the prior written approval of the Seller or its representative.
- (c) Notwithstanding any provisions of the *Dividing Fences Act 1953* to the contrary, the Seller shall not be liable or be required, at any time, to join in or contribute to the cost of erecting or maintaining any fence erected or to be erected on the land or on the boundaries of the Land or on any dividing line between the Land and any lots unsold or held by the Seller.
- (d) No fence shall project further than the front of the house, with the only exception being:
 - (i) on lots where the prior consent of Mirvac Queensland Pty Limited has been obtained. The onus will be on the Buyer to prove to Mirvac Queensland Pty Limited to its absolute satisfaction that a fence needs to project further than the front of the house. Mirvac Queensland Pty Limited agrees not to, unreasonably withhold its consent if the buyer can demonstrate a genuine safety risk would arise if the fence does not project further than the front of the house.
- (e) To delineate the boundary interface between the Public Street and private allotments, front garden landscaping must be used (eg. Garden beds, hedges etc).

14.18 Side Boundary Fencing

- (a) Side boundary fencing must be in accordance with the details set out in the Ephraim Island Detached Housing Design Guide, and constructed of one or more of the following materials:
 - (i) Rendered masonry or face brickwork;
 - (ii) Powder coated aluminium rhs slats.
- (b) The side boundary fence must not extend forward of the building face and must return and close to the side building wall. Gates should be incorporated to allow access.

Checklist

1. Residential		Note There must be two copies of each submission at a scale of 1:100.	
<input type="checkbox"/>	Application Fee	<input type="checkbox"/>	Certification of air conditioning noise output
<input type="checkbox"/>	Site Plans	<input type="checkbox"/>	Builders Signage Application
<input type="checkbox"/>	Floor Plans	<input type="checkbox"/>	External Colour Schedule
<input type="checkbox"/>	Elevations	<input type="checkbox"/>	Colour Board Indicating (NO LARGER THAN A3)
<input type="checkbox"/>	Landscaping Plans		<ul style="list-style-type: none"> • External Wall Colours • External Fascias & Guttering colours • Roof Tile colour and manufacturer • Side gate/s Colour • External Window Colours • External Front and Garage Door Colours • Paving/Concrete Colours • Fencing Colours • Glass • Balustrade and screening • Colour Elevation or Colour Perspective of Dwelling from the Street
<input type="checkbox"/>	Design Certification from Structural Engineer.		
<input type="checkbox"/>	Utility meter location & specification		
<input type="checkbox"/>	Electronic Copy of (PDF of all submissions) on CD		
<input type="checkbox"/>	Work Method Statement		

2. Swimming Pool	
<input type="checkbox"/>	Plan Location (including setback distances) - Two (2) Copies
<input type="checkbox"/>	Cross Sectional Elevation with correct RL's (including pool surrounds and walls within 1.2m of revetment wall) - Two (2) Copies
<input type="checkbox"/>	Design Certification by Registered Engineer of pool shell and all surrounding structural works
<input type="checkbox"/>	Pool Fencing Colour and Location
<input type="checkbox"/>	Filter Enclosure Construction Details & colours & specification of filtration plant including acoustic data
<input type="checkbox"/>	Geotechnical certification for all works in the revetment wall zone (cross referencing building plans, landscape plans and pool plans). Two (2) Copies
<input type="checkbox"/>	Electronic Copy of (PDF of Above) on CD

14.19 Rear Boundary Fencing

No fencing is to be installed within the set back zone of the rear boundary facing the water front. Any fencing that is erected is to be incorporated within the built form, similar to the already constructed houses on Ephraim Island.

14.20 Exterior Lighting

Lighting to the exterior of the detached dwelling should not extend past the immediate boundaries of the allotment. Such that, light does not enter neighbouring private or common property in such a way that is deemed by the relevant authority as detrimental. Lighting to the water frontage of the property should not be undertaken by the use of any flood lighting system.

14.21 Other structures

- (a) Clothes lines, hot water systems, natural gas systems and other ancillary structures (eg garden sheds) must be screened or sited unobtrusively from public areas.
- (b) Water tanks must be incorporated into the structure of the main building.
- (c) Letter boxes must be of masonry construction and be located adjacent to the driveway.

14.22 New Building Materials

Second hand materials are not permitted in the construction of dwellings on the estate. Limited exceptions, such as interior floorboards, may be submitted for approval by Mirvac Queensland Pty Limited or its representative.

14.23 Construction hours and site access

- (a) Hours of construction are listed on the Building Approval, from the certifier and must be adhered to.
- (b) Damage to the footpath and / or kerb, during the course of construction, must be repaired by the property owner prior to occupation.

14.24 Rubbish – Builders Responsibility

- (a) All rubbish during the construction of a dwelling is to be deposited in a skip or other responsible disposal container. The bin/container must be accessible to the builders' sub contractors.
- (b) No builders rubbish is to be deposited on adjoining or surrounding allotments.
- (c) Builders must provide a gravel access to each allotment in order to minimise sediment movement on the road, any sediment run off created must be cleaned off the road on a daily basis. Sediment left on the road will damage the pavement and the builder will be invoiced for any rectification works required.
- (d) Sediment barriers must be incorporated where reasonably practical to minimise site run off as per Australian Building Standards and the Gold Coast City Council Guidelines.
- (e) Any rubbish that enters the water must be collected and disposed off.
- (f) Adjoining allotments must not be utilised by the builder for the parking of vehicles and / or the storage of building materials. The property owner will be invoiced for any rectification works required by adjoining allotments. Occupiers must inform their builders of these requirements and take steps to rectify any builders' breach.
- (g) On sight advertising by builders must be no larger than that required by the statutory builders licence.

14.25 Work Method statement

- (a) The podium slabs are designed for a maximum 27.5t gross weight truck (fire truck) which has 4 axles - 2 rear and 2 front (twin steer).

- (b) Plant, equipment and loaded trucks required to traverse the Island to access the building site shall not exceed the maximum axle load of 9.5t. This equates to a maximum uniformly distributed live load of 12kPa.
- (c) The axle loads are usually not equal across all axles e.g. the rear axles will generally carry more load (up to the max 9.5t) than the front.



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EPHRAIM ISLAND WATERFRONT HOUSES

JOB NUMBER : 478 900

#REF!

5.0 EXTERNAL SCHEDULE E1 - DRIFTWOOD CONTRACT

ITEM	MATERIAL	SUPPLIER	FINISH	COLOR CODES	COMMENT
UNITS/WORK SCHEDULE (E1) House Type A33-E16-171-204					
General Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Lemon Half Strength PW1 G8 H	
Feature Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Nemadji PG.1F9	
Accent Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Aubrey P12.B6	
Roof / Soffit	Reinforced concrete with applied waterproof membrane & paint finish			Dulux Lemon Half Strength PW1 G8 H	
External Screens / Louvers	Powdercoated aluminium			Dulux Precious Oxide Pearl	
External Superframe	Powdercoated aluminium			John Charcoal Metallic PCS 27 CODE: C202004	
Entry Door / Feature wall cladding	Powdercoated aluminium			John Ephraim Copper PE CODE: C202004	
Entranceway	Reinforced concrete with exposed aggregate finish			John Ephraim Copper PE CODE: C202004	
Landscape Steps & Path	Granite tiles		Exposed	John Ephraim Copper PE CODE: C202004	
Level 2 Balustrade	Aluminium framed clear toughened glass			Charme Granite GY074	
Level 1 Balustrade	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Pool Fence	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Boundary Fence	Rendered blockwork & paint finish			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Front Fence	Rendered blockwork & paint finish			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Feature Stone Wall	Granite and Stone tiles			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Service Area Screen & Gate	Powdercoated aluminium			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Windows / Doors	Powdercoated aluminium with green float glass			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Letterbox	Rendered blockwork & powdercoated aluminium			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Pool	Exposed aggregate cement based render			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Spa/Hot tub tile	Series AncoBaleano S1000 ceramic glazed tile	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Pool Tile Option	Series AncoBaleano S1000 ceramic glazed tile	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Gravel	Refer Purchaser Options Sheet for applicable Lot Number	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Gravel	Series AncoBaleano S1000 ceramic glazed tile	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Spill Zone	Series AncoBaleano S1000 ceramic glazed tile	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Feature	Series AncoBaleano S1000 ceramic glazed tile	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	



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JOB NUMBER : 478 900

5.0 EXTERNAL SCHEDULE E1 - DRIFTWOOD CONTRACT

ITEM	MATERIAL	SUPPLIER	FINISH	COLOR CODES	COMMENT
Body	Blue				
Spine 2016	Sette Arcobaleno 50x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AR132 cod 06 Azuro	
Fluore	Sette Arcobaleno 50x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AR134 Celsa	
Lot Specific Variations	Sette Arcobaleno 50x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AR132 Fumo	
Feature entry wall	NU-wall aluminium cladding with powdercoat finish	NU-wall Australia	Matte	Dulux smokeless Glass (Code 76292)	
Accent Column	Powdercoated Steel			(Red) Jotun P.E.F 130750218	
Exposed Downpipes	Fluorocarbon Stainless Steel			John Matt Silver (RAL 9006)	
Garage Door	Powdercoated aluminium			John Matt White PCS 02 CODE C320024A	
External Basement Louvers	Powdercoated aluminium			John Matt White PCS 02 CODE C320024A	
Internal Basement Louvers	Fluorocarbon aluminium			Interpore Ultima Champagne Pearl D2015 CODE YZ276A	
Solid Windows	Aluminium framed listed toughened glass			Interpore G James Palompo Dark Blue	



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#REF!

JOB NUMBER : 478 900

5.1 EXTERNAL SCHEDULE E2 - EBONY

CONTRACT

ITEM	MATERIAL	SUPPLIER	FINISH	COLOR CODES	COMMENT
EBONY SCHEME 17 House type A12/B15, A17, C1, C2, G2					
General Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Whisper White 74161	
Feature Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Dark Secret 78189	
Accent Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Aubrey P1285	
Roof / Soffit	Reinforced concrete with applied waterproof membrane & paint finish			Dulux Whisper White 74161	
External Screens / Louvers	Powdercoated aluminium			Dulux Precious Silver Pearl	
External Superframe	Powdercoated aluminium			Dulux Sahara Beige Graphite	CODE: C04030A
Entry Door / Feature wall cladding	Powdercoated aluminium			Dulux Ephraim Copper PE	CONF: C04030A
Driveway	Reinforced concrete with exposed aggregate finish			CCS Pavement	
Landscape Stairs & Path	Granite tiles		Edelstein	Chinese Granite GY069	
Level 2 Balustrade	Aluminium framed clear toughened glass			Interpon Ultima Champagne Pearl D2015	CODE: Y1276A
Level 1 Balustrade	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015	CODE: Y1276A
Pool Fence	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015	CODE: Y1276A
Boundary Fence	Rendered blockwork & paint finish			Dulux Whisper White 74161	
Front Fence	Rendered blockwork & paint finish			Dulux Dark Secret 78189	
Feature Stone Wall	Granite and Stone tiles			Chinese Granite GY069	
Service Area Screen & Gate	Powdercoated aluminium			Dulux Precious Silver Pearl	
Windows / Doors	Powdercoated aluminium with green float glass			Interpon Ultima Champagne Pearl D2015	CODE: Y1276A
Letterbox	Rendered blockwork & powdercoated aluminium			Dulux Dark Secret	Interpon Ultima Champagne Pearl D2015
Pool	Exposed aggregate cement based render	Sunside pools		White pebblescrete	
Spillatons tile	Betta AcroBuleno 25x25cm ceramic glazed tile	Salvatore Ceramics	glaze	AF1100 cod 08 Blanco	
Pool Tile Option	Refer Purchaser Options Sheet for applicable Lot Number				
Body	Salvatore AcroBuleno 50x50cm ceramic glazed tile	Salvatore Ceramics	glaze	AF1127 cod 08 Verde Prato	
Splash zone	Betta AcroBuleno 50x50cm ceramic glazed tile	Salvatore Ceramics	glaze	AF1100 cod 08 Blanco	
Feature	Salvatore AcroBuleno 50x50cm ceramic glazed tile	Salvatore Ceramics	glaze	AF1121 cod 08 Nero	

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INDEX

JOB NUMBER: 478 900

5.1 EXTERNAL SCHEDULE E2 - EBONY						CONTRACT	
Amplid.	ITEM	MATERIAL	SUPPLIER	FINISH	COLOR CODES	COMMENT	
	Body	Blue					
	Spigot zone	Series AnodBakelano 60x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AF132 cod 08 Azzuro		
	Feature	Series AnodBakelano 50x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AF134 Celeste		
	Lot Specific Variations	Series AnodBakelano 60x50cm ceramic glazed tile	Salvatore Ceramica	glaze	AF132 Fumo		
	Feature entry wall	Alu-vel aluminium cladding with powdercoat finish	Alu-vel Australia	Mat	Delux Precious Silver Pearl		
	Accent Column	Powdercoated Steel			(R60) John PE-F 1307F30021		
	Exposed Downpipes	Powdercoated Stainless Steel			John Mat Silver (RAL 9006)		
	Garage Door	Powdercoated aluminium			John Mat white Mat finish PCS92 code C30024A		
	External Basement Louvers	Powdercoated aluminium			John Mat white Mat finish PCS92 code C30024A		
	Internal Basement Louvers	Powdercoated aluminium			Integon Ultima Champagne Pearl D2015 CODE YY276A		
	Select Window/ Balustrade	Aluminium framed triple toughened glass			tem g James Panassap Dark Blue		



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EPHRAIM ISLAND WATERFRONT HOUSES

#REF!

JOB NUMBER : 478 900

5.2 EXTERNAL SCHEDULE E3 - NAVY CONTRACT

ITEM	MATERIAL	SUPPLIER	FINISH	COLOR CODES	COMMENT
NAVY SCHEDULE (E3) House Type A11, B14, D15, D20					
General Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Bristol Crystalline P214.NI	
Feature Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Antarctic Deep P40.A9	
Accent Wall colour	Rendered blockwork / concrete / fibre cement Dulux AcraShield			Dulux Aubrey P1256	
Road / Soft	Reinforced concrete with applied waterproof membrane & paint finish			Bristol Crystalline P214.NI	
External Screens / Louvers	Powdercoated aluminium			Dulux Precious Copper Pearl	
External Superframe	Powdercoated aluminium			Interpon Ultima Charcoal D2015 YL238A	
Entry Door / Feature wall cladding	Powdercoated aluminium			Jetun Extram Copper PE CODE: C30032A	
Driveway	Reinforced concrete with exposed aggregate finish			QCS Paperbark	
Landscape Stairs & Path	Granite Tiles		Exfoliated	Chinese Granite GY005	
Level 2 Balustrade	Aluminium framed clear toughened glass			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Level 1 Balustrade	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Pool Fence	Aluminium framed clear toughened glass and stainless steel wire			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Boundary Fence	Rendered blockwork & paint finish			Bristol Crystalline	
Front Fence	Rendered blockwork & paint finish			Dulux Antarctic Deep P40.A9	
Feature Stone Wall	Granite and Stone tiles			Chinese Granite GY005	
Gate	Powdercoated aluminium			Dulux Precious Copper Pearl	
Windows / Doors	Powdercoated aluminium with green float glass			Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Letterbox	Rendered blockwork & powdercoated aluminium			Dulux Antarctic Deep P40.A9	
Pool	Exposed aggregate cement based render	Surfside pools		Interpon Ultima Champagne Pearl D2015 CODE Y1276A	
Splashzone tile	Series AroBalano 50x50cm ceramic glazed tile	Salvatore Ceramics	3/4" x 4"	White pubblecres	
Pool Tile Option	Refer Purchaser Options Sheet for applicable Lot Number			AR132 cod 08 Azzuro	
Body	Series AroBalano 50x50cm ceramic glazed tile	Salvatore Ceramics	glass	AR127 cod 08 Verde Prato	
Splash zone	Series AroBalano 50x50cm ceramic glazed tile	Salvatore Ceramics	glass	AR100 cod 09 Bianco	
Feature	Series AroBalano 50x50cm ceramic glazed tile	Salvatore Ceramics	glass	AR127 cod 09 Nero	



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EPHRAIM ISLAND WATERFRONT HOUSES

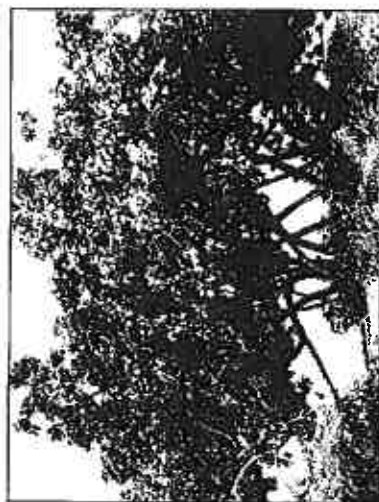
#REF!

JOB NUMBER : 478 900

5.2 EXTERNAL SCHEDULE

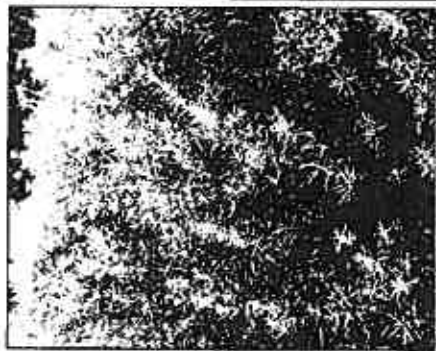
E3 - NAVY CONTRACT

ITEM	MATERIAL	SUPPLIER	FINISH	REFERENCE CODES	COMMENT
Body	Blue				
Splash zone	Series ArcoBaleño 50x50cm ceramic glazed tile	Salvatore Ceramics	Gloss	AR132 cod 08 Azzuro	
Feature	Series ArcoBaleño 50x50cm ceramic glazed tile	Salvatore Ceramics	Gloss	AR134 Celeste	
Lot Specific Variations	Series ArcoBaleño 50x50cm ceramic glazed tile	Salvatore Ceramics	Gloss	AR122 Tumo	
Feature entry wall	Ni-wall aluminium cladding with powdercoat finish	Nu-wall Australia	Matt	Dulux Precious Copper Pearl	
Exposed Downpipes	Powdercoated aluminium			Jotun Matt Silver (RAL 9006)	
Accent Column	Powdercoated Steel			(Red) Jotun PE-F 1307F30021	
Accent Column	Powdercoated Steel			Interpon Ultima Charcoal D20 IS YL28A	
Garage Doors	Powdercoated aluminium			Jotun Matt white Matt finish PCS02 code C30024A	
External Basement Louvres	Powdercoated aluminium			Jotun Matt white Matt finish PCS02 code C30024A	
Internal Basement Louvres	Powdercoated aluminium			Interpon Ultima Champagne Pearl D2015 CODE YY276A	
Select Window Balustrade	Aluminium framed tinted toughened glass			6mm G James Panasap Dark Blue	
Select Windows	Aluminium framed tinted toughened glass			6mm G James Panasap Dark Blue	



Hibiscus tiliaceus

Common Name : Cotton tree
Medium tree, thick canopy



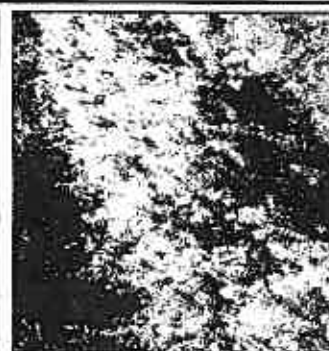
Westringia fruticosa

Common Name : 'Wynabbie Gem'
Coastal Rosemary
Small dense shrub to 1m



Carpobrotus glaucescens

Common Name : Pg face
Low spreading groundcover / succulent



Casuarina Equisetifolia

Common Name :
Coastal She-oak
Weeping tree



Gazania species

Common Name : Gazania
Low flowering groundcover



Pandanus tectorius

Common Name : Screw pine
Medium tree sculptural in form



Banksia integrifolia Prostrate

Form

Common Name : Banksia
Low groundcovering banksia



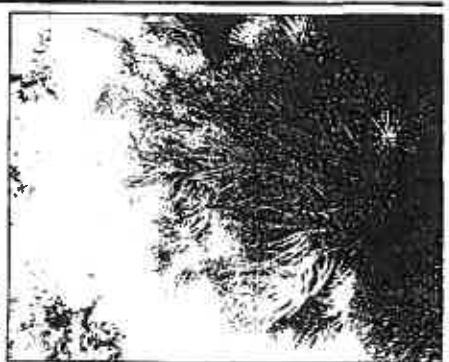
Scaevola aemula 'Purple Fantasy'

Common Name :
Fairy Fan-flower



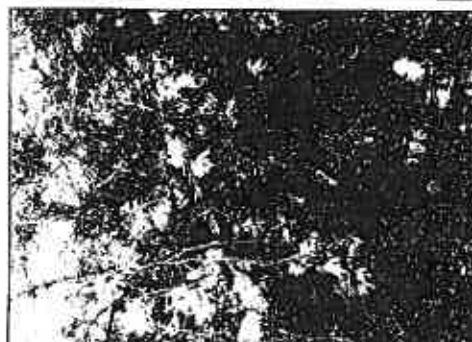
Banksia spinulosa "Honey Pots"

Common Name : Harpin banksia
Sculptural yet fine leaf banksia,
1 to 3m



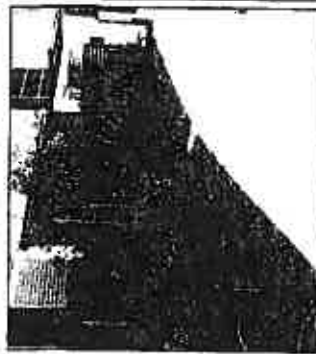
Melaleuca thymifolia

Common Name :
Thyme-leaf Honey-myrtle
Dense little shrubs to 1m high,
white or mauve flowers.



Myoporum ellipticum

Common Name :
Coastal Myoporum
Dense groundcover, larger leaf
creating a lush green mat.



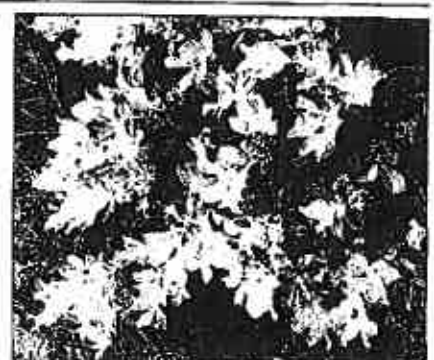
Myoporum parvifolium

Common Name :
Creeping Boobiala
Dense groundcover creating a
lush green mat, fine leaves



Metrosideros ex. Thomasii

Common Name :
New Zealand Christmas Bush
Hardy, thick colourful shrub with
red puffy flowers





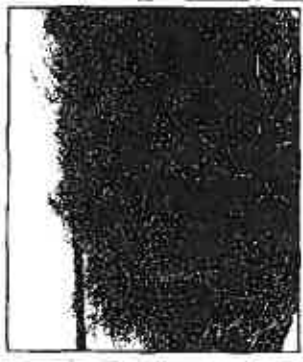
Zamia furfuracea
Common Name :
Cardboard palm
Feature plant to 1.5m spread



Leptospermum laevigatum
Common Name :
Coastal tea-tree
Bushy shrub to 3m. Larger if very protected



Dorvranthese excelsa
Common Name :
Gynea lily
Clumping feature plant with tall flower spike



Callistemon citrinus
'Burgandy Jack'
Common Name : Callistemon
Shrub thick with flowers to 3m



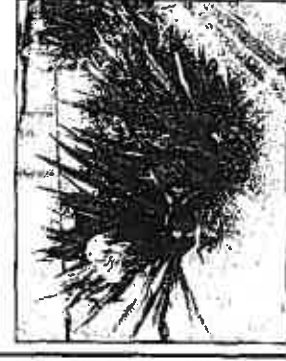
Callistemon citrinus
'Endeavour'
Common Name : Callistemon
Shrub thick with flowers to 5m



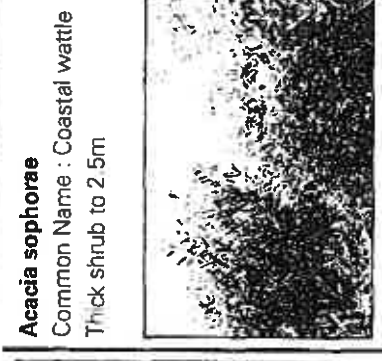
Dianella caerulea 'Breeze'
Common Name : Blue flax lily
Clumping low grass



Crinum pedunculatum
Common Name : River Lily
Clumping thick leaves to 1m



Hibbertia scandens
Common Name :
Guinea Gold vine
Coastal vine almost always with some yellow flowers



Acacia sophorae
Common Name : Coastal wattle
Thick shrub to 2.5m



Dracaena marginata
Common Name : Dracaena
Clumping sculptural feature plant to 2.5m

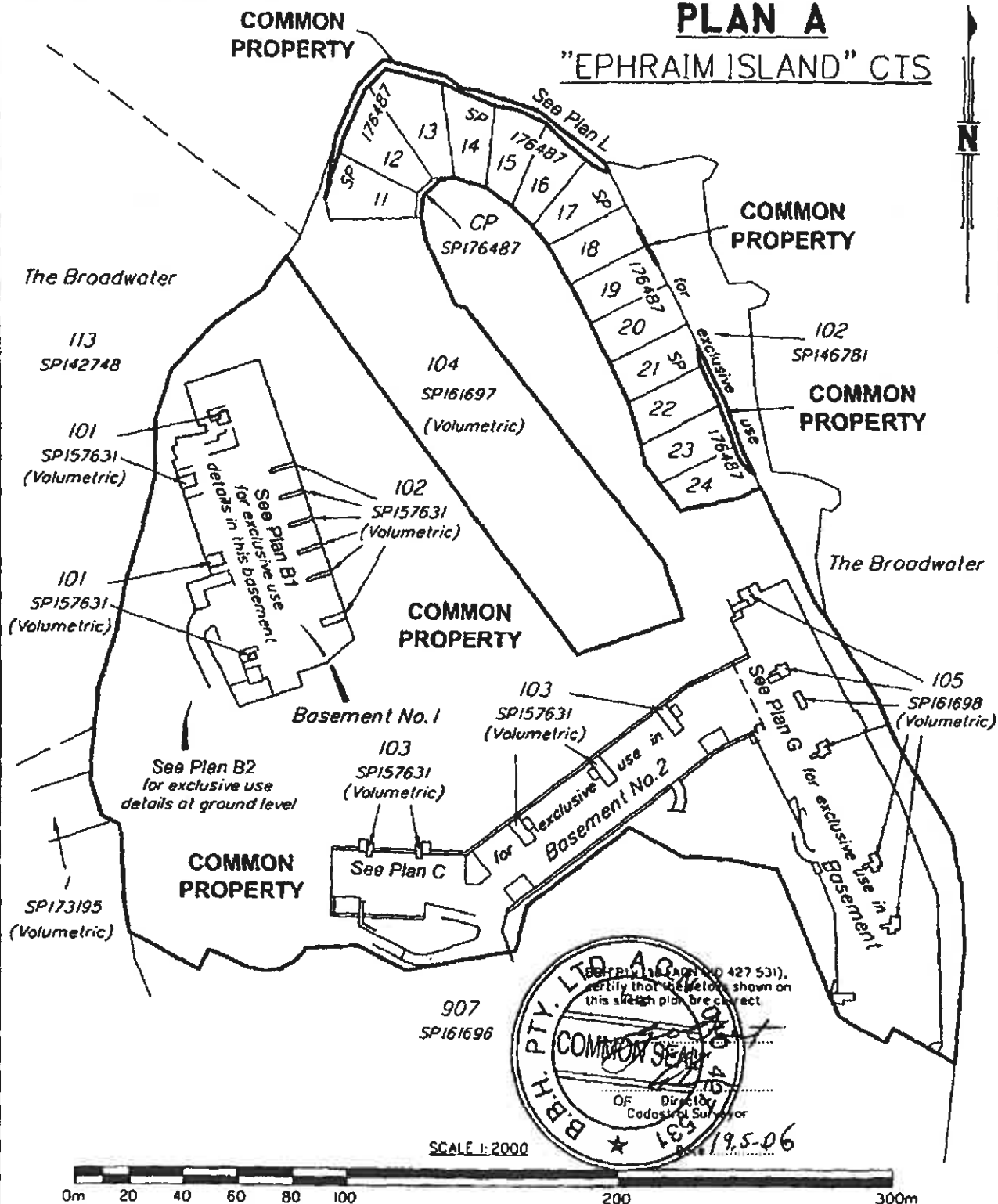


SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan Number	Exclusive use of riparian deck areas
Lot 11 on SP 176487	E11 on Plan L
Lot 12 on SP 176487	E12 on Plan L
Lot 13 on SP 176487	E13 on Plan L
Lot 14 on SP 176487	E14 on Plan L
Lot 15 on SP 176487	E15 on Plan L
Lot 16 on SP 176487	E16 on Plan L
Lot 17 on SP 176487	E17 on Plan L
Lot 18 on SP 176487	E18 on Plan L
Lot 19 on SP 176487	E19 on Plan L
Lot 20 on SP 176487	E20 on Plan L
Lot 21 on SP 176487	E21 on Plan L
Lot 22 on SP 176487	E22 on Plan L
Lot 23 on SP 176487	E23 on Plan L
Lot 24 on SP 176487	E24 on Plan L

PLAN A

"EPHRAIM ISLAND" CTS



NOTES

- NOTES**
1. Drawn to Scale on A4 sheet
 2. Community Titles Scheme ... "EPHRAIM ISLAND COMMUNITY TITLES SCHEME CTS"
 3. Title Reference ...
 4. Markings of SP157631
- Rev 'A' - Add reference to Plan C JSC 18/06/05
Rev 'B' - Add reference to Plan G MCH 28/2/05
Rev 'C' - Add SP161697 SS 18/4/06
Rev 'D' - Add SP176487 MCH 19/5/06

TITLE

Exclusive Use Key Diagram
in part of the Common Property (Basement Level) of
"Ephraim Island" CTS



95 Union Street
Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202

Bennett & Bennett

Consulting Surveyors, Development Consultants
& Town Planners

BBH Pty. Ltd. A.C.N. 010 427 531

All mail to : PO Box 5021

G.C.M.C. QW 9726

mail@bennettandbennett.com.au

21 Dreamworld Pkwy.
Coopers
Ph (07) 5573 6177
Fax (07) 5529 4342

Drawn
JSC

Surv'd
GP

Auth.

CLIENT

MIRVAC P/L

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Comp File
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County

Date _____

Dwg File

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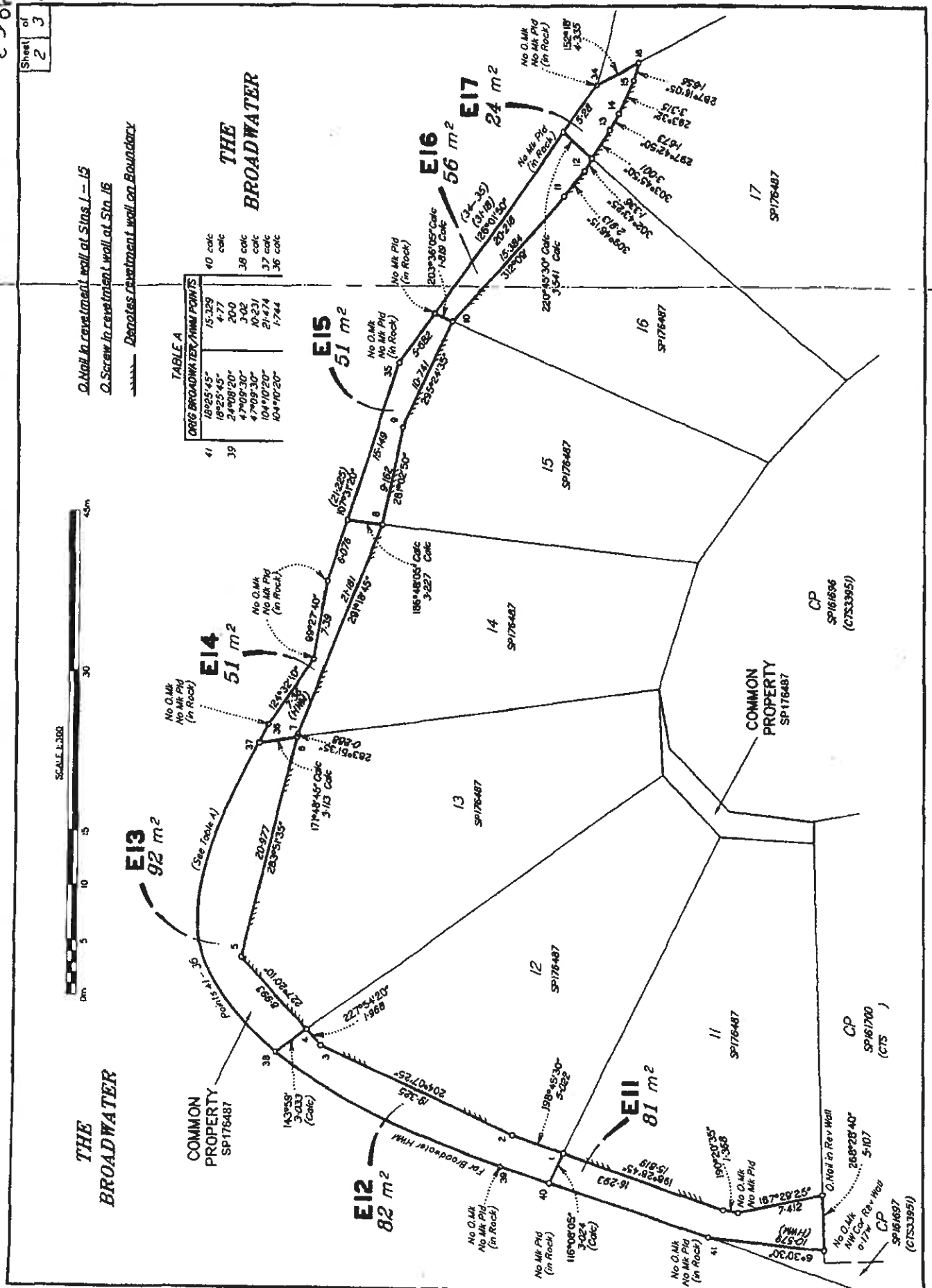
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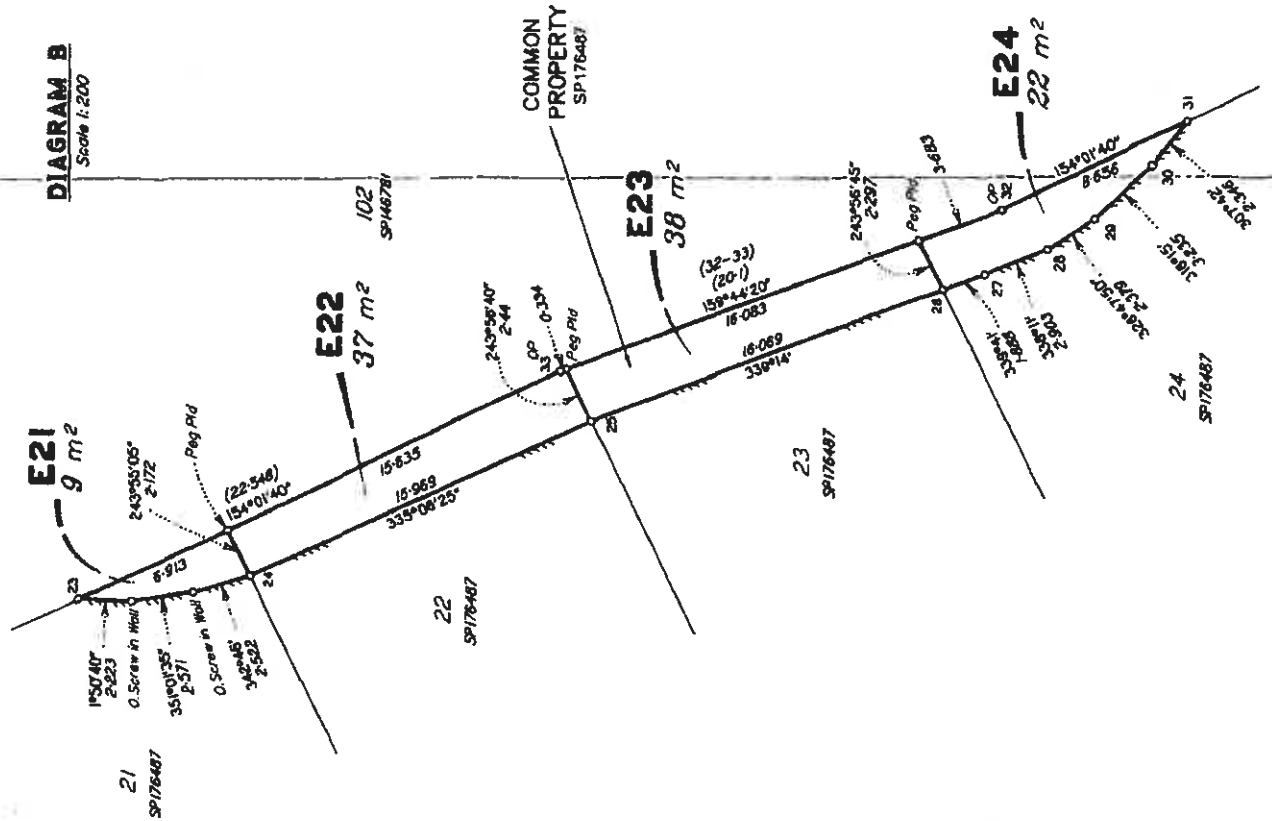
PLAN No.

Rev.



Sheet of
3 3

DIAGRAM B
Scale 1:200



Q Nail in revetment wall at Stns 17-31
Denotes revetment wall on Boundary

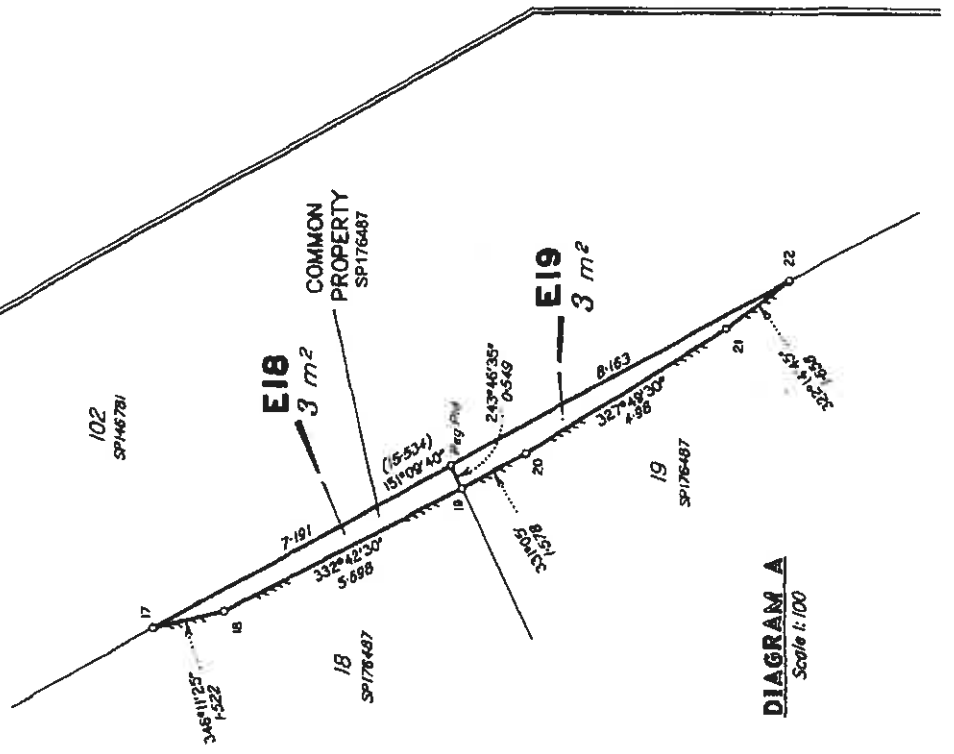


DIAGRAM A
Scale 1:100

Office Brisbane
Contact Belinda Curtin
Direct Line 07 3001 9253
Email b.curtin@clarkekann.com.au
Our ref pod:bjc:329437

RECEIVED
03 JUN 2009

EBCM GOLD COAST

2 June 2009

Bryan Connelly
Ernst Body Corporate Management Pty Ltd
PO Box 10374
SOUTHPORT 4215

Dear Bryan

**Body Corporate for Ephraim Island – Subsidiary 100 Community Titles
Scheme 35692
New Community Management Statement**

We enclose a copy of the:

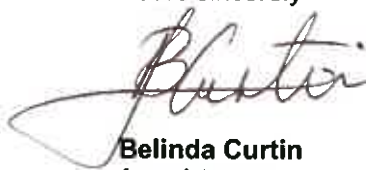
1. New Community Management Statement for Ephraim Island –
Subsidiary 100 Community Titles Scheme 35692 Registration No.
712443795, incorporating the Architectural and Landscaping Code;
and
2. the Registration Confirmation Statement,

for your records.

If you have any queries please contact us.

CK

Yours sincerely



Belinda Curtin
Associate
Property & Projects

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BRISBANE 4000
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