

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

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

Duty Imprint

Page 1 of 1

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Dealing Number

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Department's website.

1. Nature of requestRequest to record a New Community Management
Statement for Ephraim Island Subsidiary 101
Community Titles Scheme 34051**Lodger** (Name, address, E-mail & phone number)JG Settlements on behalf of
Mathews Hunt Legal
Tower One Southport Central Suite 1701, Lvl
7, 56 Scarborough Street, Southport Qld 4215
Tel: 617 5555 8000 Ref: PH:JC:105641
Email: admin@mathewshuntlegal.com.au**Lodger
Code**

219

2. Lot on Plan DescriptionCommon Property for Ephraim Island Subsidiary 101
Community Titles Scheme 34051**Title Reference**

50557809

3. Registered Proprietor/State Lessee

Body Corporate for Ephraim Island Subsidiary 101 Community Titles Scheme 34051

4. Interest

Not Applicable

5. Applicant

Body Corporate for Ephraim Island Subsidiary 101 Community Titles Scheme 34051

6. RequestI hereby request that: the Community Management Statement deposited herewith which amends Schedule E and be
recorded as the Community Management Statement for Ephraim Island Subsidiary 101 Community Titles Scheme 34051**7. Execution by applicant**18/12/2020
Execution Date**Peter Anthony Urquhart Hunt**
Solicitor's Signature

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

34051

BE LODGED TOGETHER WITH
QUEST AND IN THE CASE OF
A NEW STATEMENT MUST BE LODGED WITHIN THREE
(3) MONTHS OF THE DATE OF CONSENT BY THE BODY
CORPORATE

Office use only
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 101 Community Titles
Scheme

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for Ephraim Island – Subsidiary 101 Community Titles Scheme

4. Scheme land

Lot on Plan Description

Title Reference

SEE ENLARGED PANEL

5. #Name and address of original owner

N/A

6. Reference to plan lodged with this statement

N/A

first community management statement only

7. Local Government community management statement notation

NOT APPLICABLE PURSUANT TO SECTION 60(6) OF THE BODY CORPORATE
AND COMMUNITY MANAGEMENT ACT 1997

.....signed

.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate



23 19 12 2020
Execution Date:

STEVE EDWARDS

Name:
Chairperson/Secretary

M. A. VASUHA SKIPPER

Name:
Committee Member SECRETARY SBC/01

*Execution

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

Privacy Statement

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

Title Reference [50557809]

4. Scheme Land

Description of Lot	Title Reference
Common Property of Ephraim Island Subsidiary 101 Community Titles Scheme 34051	50557809
Lot 2101 on SP 157633	50557810
Lot 2102 on SP 157633	50557811
Lot 2103 on SP 157633	50557812
Lot 2104 on SP 157633	50557813
Lot 2105 on SP 157633	50557814
Lot 2106 on SP 157633	50557815
Lot 2107 on SP 157633	50557816
Lot 2108 on SP 157633	50557817
Lot 2109 on SP 157633	50557818
Lot 2110 on SP 157633	50557819
Lot 2111 on SP 157633	50557820
Lot 2201 on SP 157633	50557821
Lot 2202 on SP 157633	50557822
Lot 2203 on SP 157633	50557823
Lot 2204 on SP 157633	50557824
Lot 2205 on SP 157633	50557825
Lot 2206 on SP 157633	50557826
Lot 2207 on SP 157633	50557827
Lot 2208 on SP 157633	50557828
Lot 2301 on SP 157633	50557829
Lot 2302 on SP 157633	50557830
Lot 2303 on SP 157633	50557831
Lot 2304 on SP 157633	50557832
Lot 2305 on SP 157633	50557833
Lot 2306 on SP 157633	50557834
Lot 2307 on SP 157633	50557835
Lot 2308 on SP 157633	50557836
Lot 2309 on SP 157633	50557837
Lot 2401 on SP 157633	50557838
Lot 2402 on SP 157633	50557839
Lot 2403 on SP 157633	50557840
Lot 2404 on SP 157633	50557841
Lot 2405 on SP 157633	50557842
Lot 2406 on SP 157633	50557843
Lot 2407 on SP 157633	50557844
Lot 2408 on SP 157633	50557845
Lot 2409 on SP 157633	50557846
Lot 2501 on SP 157633	50557847
Lot 2502 on SP 157633	50557848
Lot 2503 on SP 157633	50557849
Lot 2504 on SP 157633	50557850
Lot 2505 on SP 157633	50557851
Lot 2506 on SP 157633	50557852
Lot 2507 on SP 157633	50557853
Lot 2508 on SP 157633	50557854
Lot 2601 on SP 157633	50557855
Lot 2602 on SP 157633	50557856
Lot 2603 on SP 157633	50557857
Lot 3301 on SP 157633	50557858
Lot 3302 on SP 157633	50557859

Title Reference [50557809]

Lot	3303	on	SP	157633	50557860
Lot	3401	on	SP	157633	50557861
Lot	3402	on	SP	157633	50557862
Lot	3403	on	SP	157633	50557863
Lot	3501	on	SP	157633	50557864
Lot	3502	on	SP	157633	50557865
Lot	3503	on	SP	157633	50557866
Lot	3601	on	SP	157633	50557867

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
2101 on SP157633	1130	1155
2102 on SP157633	875	688
2103 on SP157633	1118	1133
2104 on SP157633	1016	946
2105 on SP157633	857	655
2106 on SP157633	1049	1007
2107 on SP157633	1010	935
2109 on SP157633	1010	935
2109 on SP157633	974	869
2110 on SP157633	980	880
2111 on SP157633	680	330
2201 on SP157633	1097	1095
2202 on SP157633	869	677
2203 on SP157633	1106	1111
2204 on SP157633	1034	979
2205 on SP157633	830	605
2206 on SP157633	830	605
2207 on SP157633	830	605
2208 on SP157633	965	853
2301 on SP157633	1127	1150
2302 on SP157633	875	688
2303 on SP157633	1118	1133
2304 on SP157633	1049	1007
2305 on SP157633	839	622
2306 on SP157633	1055	1018
2307 on SP157633	1055	1018
2308 on SP157633	833	611
2309 on SP157633	971	864
2401 on SP157633	1190	1265
2402 on SP157633	881	699
2403 on SP157633	1130	1155
2404 on SP157633	1061	1029
2405 on SP157633	863	666
2406 on SP157633	1085	1073
2407 on SP157633	1085	1073
2408 on SP157633	848	638
2409 on SP157633	980	880
2501 on SP157633	1760	2310
2502 on SP157633	1172	1232
2503 on SP157633	1070	1045
2504 on SP157633	875	688

2505 on SP157633	1097	1095
2506 on SP157633	1097	1095
2507 on SP157633	875	688
2508 on SP157633	989	897
2601 on SP157633	2030	2805
2602 on SP157633	1340	1540
2603 on SP157633	1400	1650
3301 on SP157633	848	638
3302 on SP157633	815	578
3303 on SP157633	878	693
3401 on SP157633	866	671
3402 on SP157633	824	594
3403 on SP157633	896	726
3501 on SP157633	875	688
3502 on SP157633	830	605
3503 on SP157633	905	743
3601 on SP157633	1670	2145
TOTALS	59417	55778

Contribution and Schedule Lot Entitlement

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:

- (i) the structure of the scheme;
- (ii) the nature, features and characteristics of the lots in the scheme; and
- (iii) the purpose for which the lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the Scheme. Each lot starts with an entitlement of 500 and additional entitlements are added to recognise the above factors. Consequently the CSLE for each Lot varies between a minimum of 670 and a maximum of 1380. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

Structure of the Scheme

The scheme is a Subsidiary Scheme within a Layered scheme arrangement. Most of the common facilities (swimming pool, BBQ area, Gymnasium) are part of the principal scheme. This scheme is liable to contribute to the maintenance of the common property of the principal scheme in accordance with the contribution schedule in the principal scheme's CMS. In allocating the contribution schedule lot entitlements for the lots in the subsidiary bodies corporate the original owner determined that no adjustment should be made to the lot entitlements on account of the costs payable to the principal body corporate. That is all lots should contribute equally to these costs.

Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (i) the external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large external surface area.
- (ii) the level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.

The Purpose for which the Lots are used

Each of the lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements

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 Title Scheme ("Principal Scheme").

SCHEDULE C	BY-LAWS
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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

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

- a remove or damage a lawn, garden, tree, shrub, or flower (together "plant") on the common property;
- b use a part of the common property as a garden; or
- c 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.

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

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

- a a variety approved by the Ephraim Island Body Corporate;
- b pruned as appropriate;
- c maintained in a good and healthy condition; and

d 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

An Owner or Occupier of a Lot shall:-

- a 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
- b comply with all council local laws relating to the disposal of garbage; and
- c 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.

An Owner or Occupier of a Lot shall not place any object or item in the garbage chutes or in the general vicinity of the garbage chutes located at each lift core in the Building which is inappropriate or which might break or shatter or cause damage or injury in the garbage chutes or at the collection points in the basement of the Building. Any damage or blockage resulting 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.

11 BY-LAW 11 - PETS AND ANIMALS

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

- a does not disturb others;
- b is a domesticated pet;
- c is toilet trained;
- d 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;

- e subject to paragraph 11.1g that cats are kept indoors;
 - f that the pet wears an identification tag clearly showing the owner's address and phone number; and
 - g 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.
- 11.2 If challenged, the Owner or Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in By-Law 11.1.
- 11.3 Subject to By-Law 11.1 the Owner or Occupier must not, without the Ephraim Island Body Corporate's written approval:-
- a bring an animal onto, or keep an animal on, a Lot or the common property; or
 - b permit an invitee to bring an animal onto, or keep an animal on, the Lot or the common property.
- 11.4 Subject to By-Law 11.1, 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.
- 11.5 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 11.1.
- 11.6 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.
- 11.7 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 Body Corporate.
- 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

33.1 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 33.2 to 33.6 (inclusive).

33.2 Curtains

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.

33.3 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.

33.4 Internal Sun Screen Roller Blinds

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

33.5 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.

33.6 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.

34 BY-LAW 34– DELETED INTENTIONALLY

35 BY-LAW 35 – ACOUSTICS

35.1 An Owner or Occupier must not without the prior approval in writing of the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and subject to any conditions the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate may impose:-

a remove, install or reinstall any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant Building Code Regulations and is suitably acoustically treated and so the floor remains structurally sound; or

b interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant Building Code Regulations.

35.2 When removing or installing any hard floor surface (for example timber or tile), pursuant to By-Law 35.1a:-

a the insurance of the work during installation is to be the responsibility of the Owner or Occupier of the Lot;

b all costs associated with the work are to be met by the Owner or Occupier of the Lot;

c any common property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;

d the Owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation;

e the Owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;

f the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and any Subsidiary Body Corporate costs in providing the approval are to be met by the Owner of the Lot;

- g** upon completion the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate is to receive written verification that the flooring applies to the standards referred to in By-Law 35.1. When preparation of the floor is completed, the Ephraim Island Body Corporate Committee is entitled to inspect prior to any timber being laid;
- h** the Owner or Occupier of the Lot's contractor must park in the Owner or Occupier's allotted car space; and
- i** hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

36 BY-LAW 36 – DELETED INTENTIONALLY

37 BY-LAW 37 – BODY CORPORATE COMMITTEE RULES

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:-

- a** visitors; and
- b** 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

The Body Corporate shall be empowered to:-

- a** 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
- b** enter into or be a party to or have the benefit of a grant of easement with any adjoining land Owner or the local authority whether pursuant to 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:-
 - (1) residential purposes; and
 - (2) 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, 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**

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:-

- a 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;
- b 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;
- c 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
- d 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.

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**

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:-

- a "Utility" means: pay TV electricity, gas, water, broadband services, and the like;
- b 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;
- c 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;
- d 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;
- e 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;
- f 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;

- g** 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;
- h** 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;
- i** in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate 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;
- j** 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;
- k** 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 – FOYER ACCESS SPECIAL PRIVILEGES

Pursuant to the provisions of the Body Corporate and Community Management Act 1997, Owners and Occupiers of Lots on each level will have the special privilege of that part of common property consisting of the foyers on their respective levels so that a security system can ensure that only Authorised Persons may access each level.

"Authorised persons" are those who live on the level, invited by a resident to visit them, common property maintenance persons, and the residential building caretaker of the Ephraim Island Community Titles Scheme or this scheme.

The Body Corporate will continue to clean and maintain the areas. If necessary the residential building caretaker or chairman of the Body Corporate is authorised to identify the special privilege areas.

45 BY-LAW 45 – PENTHOUSE LIFT LOBBY AREAS – EXCLUSIVE USE

45.1 The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the area of common property consisting of the foyer on the level on which the relevant Lot is located as allocated in Schedule E of this Community Management Statement. The Owners and Occupiers of each Lot shall clean and maintain their exclusive use area.

45.2 The Owner of the relevant Lot:

- a** must not make any structural alterations to the exclusive use area; and
- b** must allow Body Corporate service contractors and tradespeople access at all reasonable times to the service cupboards and utility infrastructure located in the exclusive use area.

If any Lots are amalgamated and the amalgamated Lot is the only Lot accessible by the relevant lift to the level on which the relevant Lot is located then that amalgamated Lot shall have the exclusive use of the area of common property consisting of the foyer on the level on which the relevant Lot is located and is thereafter subject to the terms of this By-Law and the Body Corporate shall pass the necessary resolutions and take the necessary action to record a new community management statement to record the new exclusive use area.

45.3 If the foyer on the level on which the relevant Lot is located is situated on the title to the Lot then the Owner or Occupier of such a Lot grants to the Body Corporate (with service contractors and tradespeople) access at all reasonable times to the foyer for the purpose of accessing or maintenance of any utility infrastructure located in the foyer area.

46 BY-LAW 46 - CARPARK SPACE - EXCLUSIVE USE

46.1 The Owner of each Lot identified in Schedule E to this Community Management Statement has exclusive use of the carpark spaced allocated to that Lot in Schedule E of this Community Management Statement or as allocated

by the Original Owner by notification to the Body Corporate within 12 months of the date of recording of the first community management statement for the Scheme.

46.2 The registered Owners of Lots may at anytime swap exclusive use of carpark areas. Written notification of any such swap shall be provided by all Owners involved in a swap to the Body Corporate. The Body Corporate shall maintain an up-to-date record of the carpark spaces allocated to various Owners from time to time.

46.3 The Body Corporate shall clean and maintain the exclusive use area.

47 STORAGE SPACE - EXCLUSIVE USE

47.1 The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the storage space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the Original Owner by notification to the Body Corporate within 12 months of the date of recording of the first community management statement for the Scheme.

47.2 The registered Owners of Lots may at any time swap exclusive use storage areas. Written notification of any such swap shall be provided by all Owners involved in a swap to the Body Corporate. The Body Corporate shall maintain an up-to-date record of the storage spaces allocated to the various Owners from time to time.

47.3 The Owners and Occupiers of the Lot shall clean and maintain the exclusive use area.

48 BY-LAW 48- COURTYARDS AND TERRACE AREAS – DELETED INTENTIONALLY

49 BY-LAW 49 - INTERPRETATION

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

49.2 Definitions

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.

“**common property**” means common property in the Scheme.

“**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 SP157631 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.

49.3 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).

49.4 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
1. STATUTORY EASEMENTS

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

Affected Lot

Common Property for
Ephraim Island -
Subsidiary 101
Community Titles
Scheme

2101 on SP 157633	2402 on SP 157633
2102 on SP 157633	2403 on SP 157633
2103 on SP 157633	2404 on SP 157633
2104 on SP 157633	2405 on SP 157633
2105 on SP 157633	2406 on SP 157633
2106 on SP 157633	2407 on SP 157633
2107 on SP 157633	2408 on SP 157633
2108 on SP 157633	2409 on SP 157633
2109 on SP 157633	2501 on SP 157633
2110 on SP 157633	2502 on SP 157633
2111 on SP 157633	2503 on SP 157633
2201 on SP 157633	2504 on SP 157633
2202 on SP 157633	2505 on SP 157633
2203 on SP 157633	2506 on SP 157633
2204 on SP 157633	2507 on SP 157633
2205 on SP 157633	2508 on SP 157633
2206 on SP 157633	2601 on SP 157633
2207 on SP 157633	2602 on SP 157633

Type of Statutory Easement

1. Easement for lateral or subjacent support in favour of Lots above or adjoining the Affected Lot (pursuant to section 115N of the *Land Title Act 1994*).
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 *Land Title Act 1994*).
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 *Land Title Act 1994*).
4. Easement for projections in favour of each lot adjoining an Affected Lot and Common Property (pursuant to section 115R of the *Land Title Act 1994*).

Affected Lot

2208 on SP 157633	2603 on SP 157633
2301 on SP 157633	3301 on SP 157633
2302 on SP 157633	3302 on SP 157633
2303 on SP 157633	3303 on SP 157633
2304 on SP 157633	3401 on SP 157633
2305 on SP 157633	3402 on SP 157633
2306 on SP 157633	3403 on SP 157633
2307 on SP 157633	3501 on SP 157633
2308 on SP 157633	3502 on SP 157633
2309 on SP 157633	3503 on SP 157633
2401 on SP 157633	3601 on SP 157633

Type of Statutory Easement

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 *Land Title Act 1994*).

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan Number	Exclusive use of lift lobby area
Lot 2601 on SP157633	Area E2601 on Sketch Plan E
Lot 3601 on SP157633	Area E3601 on Sketch Plan E

Lot on Plan Number	Exclusive Use of carpark Space Areas
2101 on SP 157633	51 and 52
2102 on SP 157633	59 and 60
2103 on SP 157633	57 and 58
2104 on SP 157633	79 and 80
2105 on SP 157633	67 and 68
2106 on SP 157633	83 and 84
2107 on SP 157633	81 and 82
2108 on SP 157633	87 and 88
2109 on SP 157633	93 and 94
2110 on SP 157633	97 and 98
2201 on SP 157633	53 and 54
2202 on SP 157633	61 and 62
2203 on SP 157633	55 and 56
2204 on SP 157633	77 and 78
2205 on SP 157633	6
2206 on SP 157633	4
2207 on SP 157633	110
2208 on SP 157633	101 and 102
2301 on SP 157633	47 and 48
2302 on SP 157633	63 and 64
2303 on SP 157633	49 and 50
2304 on SP 157633	71 and 72
2305 on SP 157633	5
2306 on SP 157633	73 and 74
2307 on SP 157633	85 and 86
2308 on SP 157633	111
2309 on SP 157633	95 and 96
2401 on SP 157633	14 and 15
2402 on SP 157633	65 and 66
2403 on SP 157633	12 and 13

2404 on SP 157633	32 and 34
2405 on SP 157633	69 and 70
2406 on SP 157633	28 and 30
2407 on SP 157633	8 and 9
2408 on SP 157633	7
2409 on SP 157633	91 and 92
2501 on SP 157633	16, 17 and 18
2502 on SP 157633	10 and 11
2503 on SP 157633	24 and 26
2504 on SP 157633	75 and 76
2505 on SP 157633	20 and 22
2506 on SP 157633	36 and 38
2507 on SP 157633	99 and 100
2508 on SP 157633	89 and 90
2601 on SP 157633	1, 2 and 3
2602 on SP 157633	44 and 46
2603 on SP 157633	40 and 42
3301 on SP 157633	103 and 104
3302 on SP 157633	113
3303 on SP 157633	115 and 116
3401 on SP 157633	105 and 106
3402 on SP 157633	114
3403 on SP 157633	119 and 120
3501 on SP 157633	117 and 118
3502 on SP 157633	112
3503 on SP 157633	121 and 122
3601 on SP 157633	107, 108 and 109

Lot on Plan Number	Exclusive Use of Storage Space Areas
2101 on SP 157633	S5
2102 on SP 157633	S12
2103 on SP 157633	S11
2104 on SP 157633	S18
2105 on SP 157633	S13
2106 on SP 157633	S30
2107 on SP 157633	S17
2108 on SP 157633	S53
2109 on SP 157633	S50
2110 on SP 157633	S60, S61 and S62
2201 on SP 157633	S16
2202 on SP 157633	S8
2203 on SP 157633	S15
2204 on SP 157633	S19
2205 on SP 157633	S57
2206 on SP 157633	S55
2207 on SP 157633	S77
2208 on SP 157633	S47
2301 on SP 157633	S3
2302 on SP 157633	S9
2303 on SP 157633	S4
2304 on SP 157633	S21
2305 on SP 157633	S56
2306 on SP 157633	S20 and S26
2307 on SP 157633	S23
2308 on SP 157633	S78
2309 on SP 157633	S49
2401 on SP 157633	S7
2402 on SP 157633	S10
2403 on SP 157633	S6
2404 on SP 157633	S39

2405 on SP 157633	S28
2406 on SP 157633	S37
2407 on SP 157633	S22
2408 on SP 157633	S58
2409 on SP 157633	S51 and S25
2501 on SP 157633	S31
2502 on SP 157633	S1
2503 on SP 157633	S2 and S35
2504 on SP 157633	S29
2505 on SP 157633	S33
2506 on SP 157633	S41
2507 on SP 157633	S46
2508 on SP 157633	S52
2601 on SP 157633	S54
2602 on SP 157633	S45
2603 on SP 157633	S43
3301 on SP 157633	S76
3302 on SP 157633	S75
3303 on SP 157633	S74
3401 on SP 157633	S72
3402 on SP 157633	S73
3403 on SP 157633	S69
3501 on SP 157636	S71
3502 on SP 157636	S79
3503 on SP 157636	S70
3601 on SP 157636	S59

FORM 30 Version 1
Land Title Act 1994 and Land Act 1995

SCHEDULE E

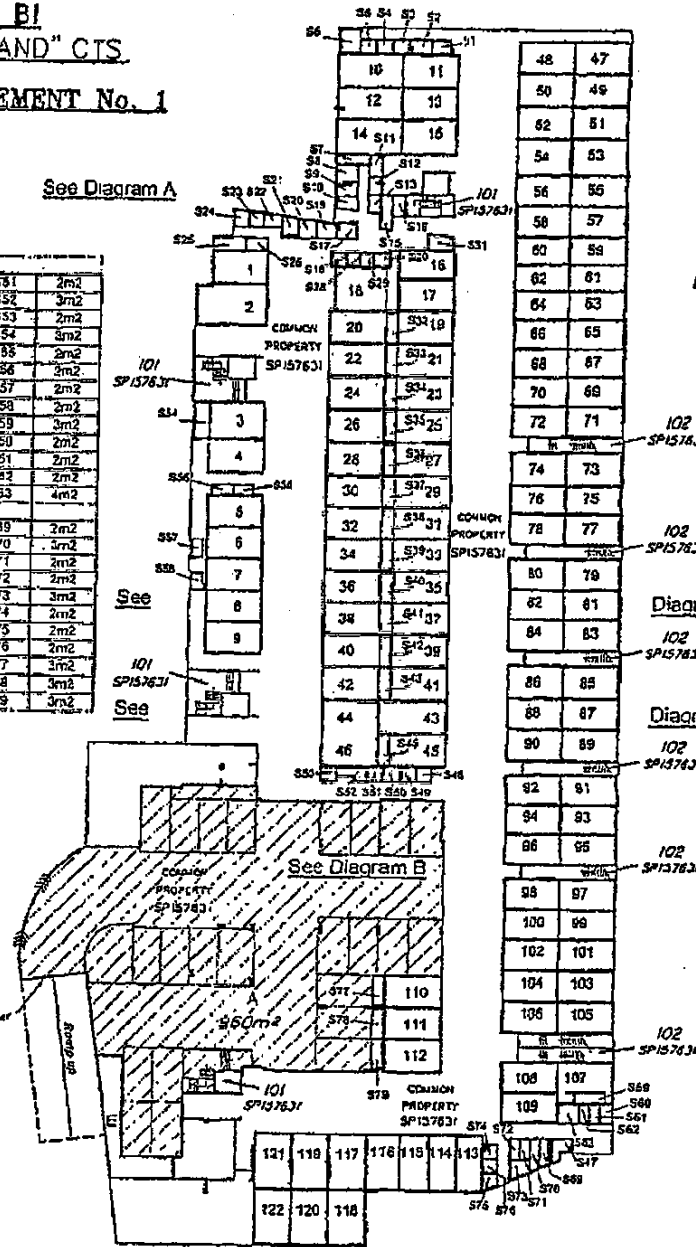
QUEENSLAND LAND REGISTRY

Sheet 1 of 3

PLAN B1
"EPHRAIM ISLAND" CTS
LEVEL 'A' - BASEMENT No. 1

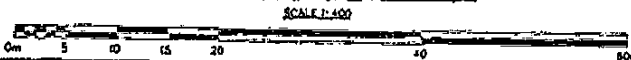
See Diagram A

Storage Space Areas					
S1	3m2	S26	3m2	S51	2m2
S2	3m2	S27	3m2	S52	3m2
S3	2m2	S28	2m2	S53	2m2
S4	2m2	S29	2m2	S54	3m2
S5	2m2	S30	2m2	S55	2m2
S6	3m2	S31	4m2	S56	3m2
S7	3m2	S32	3m2	S57	2m2
S8	4m2	S33	3m2	S58	2m2
S9	3m2	S34	3m2	S59	3m2
S10	3m2	S35	3m2	S60	2m2
S11	3m2	S36	3m2	S61	2m2
S12	2m2	S37	3m2	S62	2m2
S13	2m2	S38	3m2	S63	4m2
S14	3m2	S39	3m2	S64	3m2
S15	4m2	S40	3m2	S65	2m2
S16	3m2	S41	3m2	S66	3m2
S17	3m2	S42	3m2	S67	2m2
S18	2m2	S43	3m2	S68	2m2
S19	3m2	S44	3m2	S69	3m2
S20	4m2	S45	2m2	S70	2m2
S21	3m2	S46	2m2	S71	2m2
S22	2m2	S47	3m2	S72	2m2
S23	2m2	S48	3m2	S73	3m2
S24	2m2	S49	2m2	S74	3m2
S25	4m2	S50	2m2	S75	3m2



Legend

- Denotes face of wall
- Denotes centre of wall
- Denotes GI mesh (type)
- Storage areas enclosed by metal walls, or included in the enclosed complex



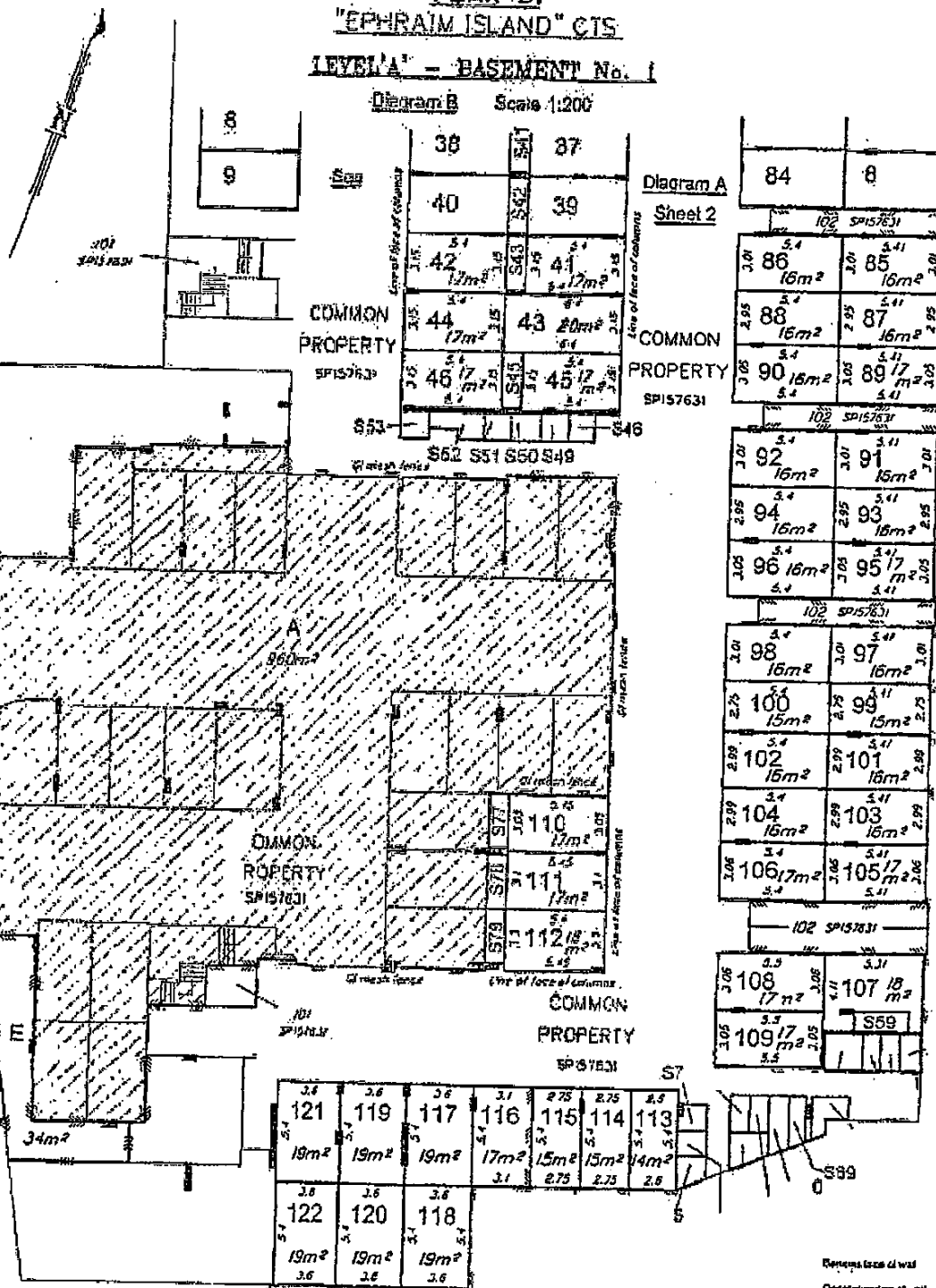
<p>Bennett & Bennett Certified Surveyors, Not Public Land Valuers 8 First Floor Bennett Pty Ltd, A.C.N. 010 427 831 Attn: Mr. P.D. Bennett, G.P.O. Box 978 Melbourne, Victoria 3001 Ph: (03) 5554 0722 Fax: (03) 5554 0723 Email: bennett@bennett.com.au</p>		<p>NOTES: 1. Drawn to scale on A3 sheet. 2. Commonly Used Survey 3. Boundary and Common 4. The following... 5. The following... 6. The following... 7. The following...</p>	
<p>CLIENT: MIRVAC P/L Director: JSC Surveyor: JSC Approved: JSC Lodged: JSC Date: 22/05/2005 Scale: 1:200</p>		<p>TITLE: Plan of Ephraim Island, 1:22 (Disputed) S1571, S1572, S1573, S1574, S1575, S1576, S1577, S1578, S1579, S1580, S1581, S1582, S1583, S1584, S1585, S1586, S1587, S1588, S1589, S1590, S1591, S1592, S1593, S1594, S1595, S1596, S1597, S1598, S1599, S1600, S1601, S1602, S1603, S1604, S1605, S1606, S1607, S1608, S1609, S1610, S1611, S1612, S1613, S1614, S1615, S1616, S1617, S1618, S1619, S1620, S1621, S1622, S1623, S1624, S1625, S1626, S1627, S1628, S1629, S1630, S1631, S1632, S1633, S1634, S1635, S1636, S1637, S1638, S1639, S1640, S1641, S1642, S1643, S1644, S1645, S1646, S1647, S1648, S1649, S1650, S1651, S1652, S1653, S1654, S1655, S1656, S1657, S1658, S1659, S1660, S1661, S1662, S1663, S1664, S1665, S1666, S1667, S1668, S1669, S1670, S1671, S1672, S1673, S1674, S1675, S1676, S1677, S1678, S1679, S1680, S1681, S1682, S1683, S1684, S1685, S1686, S1687, S1688, S1689, S1690, 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"EPHRAIM ISLAND" CTS

LEVEL A - BASEMENT No. 1

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Scale 1:200



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FORM 20 Version 1
Land Use Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

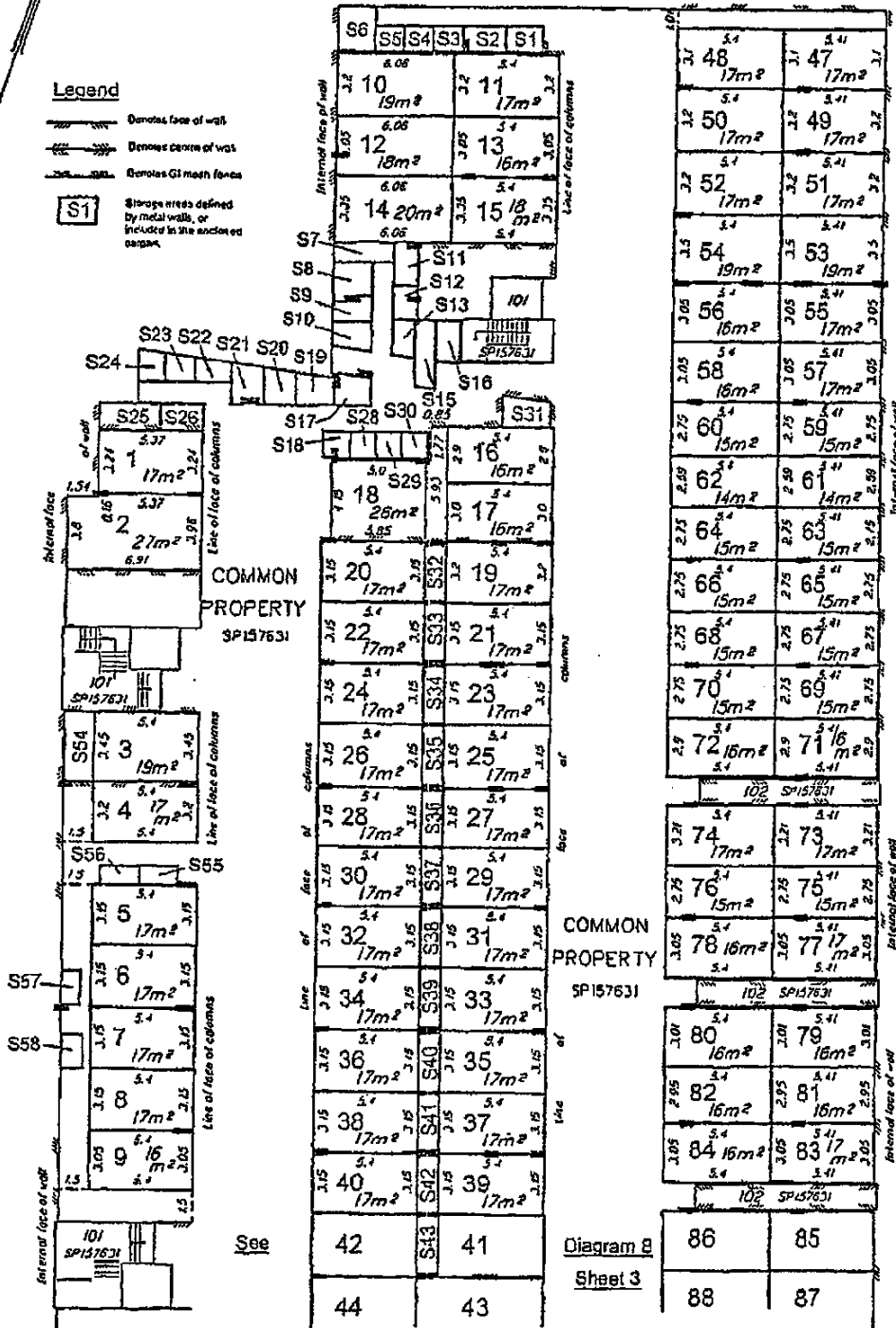
Sheet
2 of 3

PLAN B1
"EPHRAIM ISLAND" CTS
LEVEL 'A' - BASEMENT No. 1

Diagram A Scale 1:200

Legend

- Denotes face of wall
- Denotes centre of wall
- Denotes GI mesh fence
- Storage areas defined by metal walls, or included in the enclosed carpark.

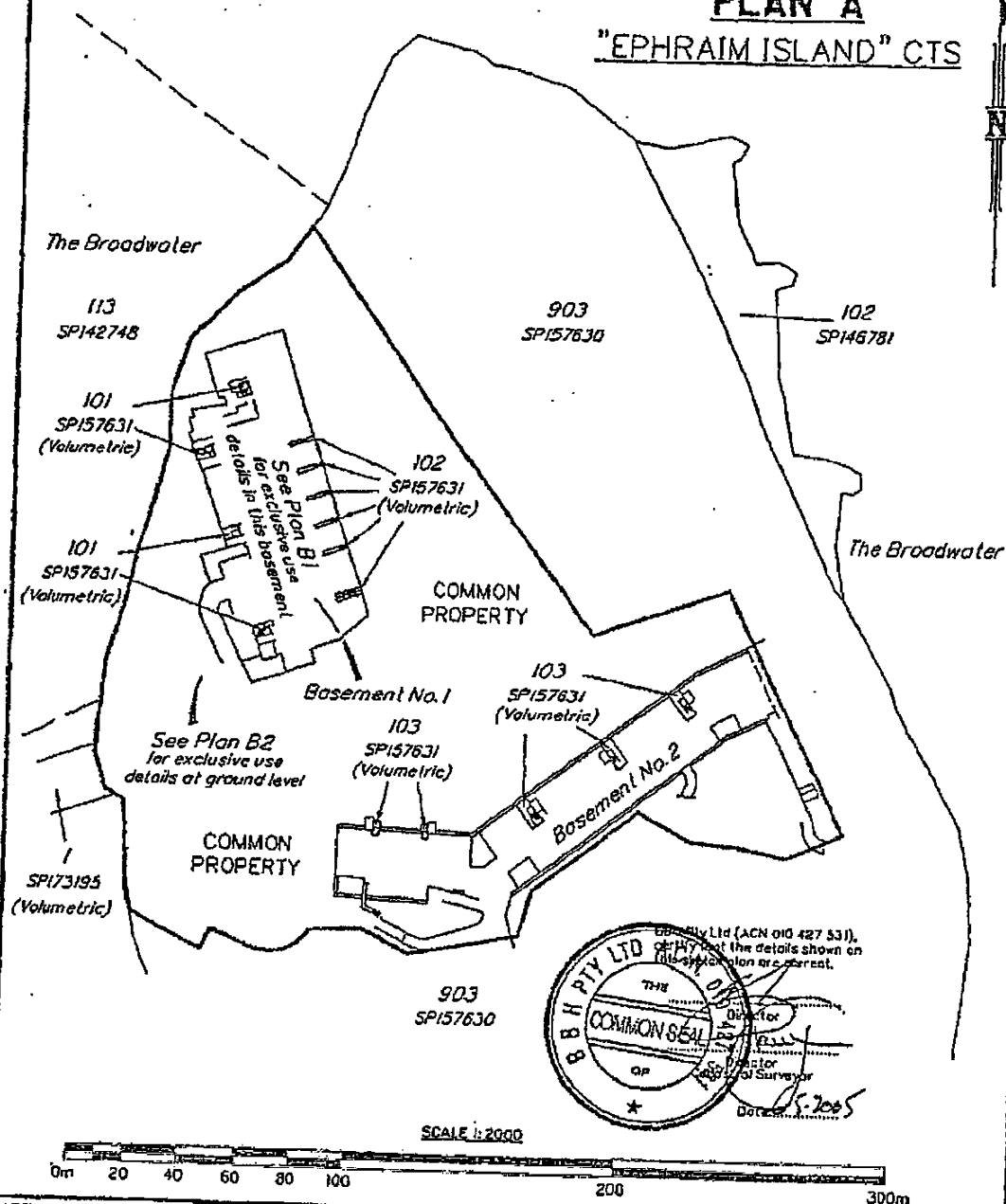


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QUEENSLAND LAND REGISTRY

"EPHRAIM ISLAND" CTS



NOTES

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme .. "EPHRAIM ISLAND COMMUNITY TITLES SCHEME CTS"
3. Title Reference ...
4. Midian of SP 157531

TITLE

Exclusive Use Key Diagram

in part of the Common Property (Basement Level) on
SP157630 & SP157631 "Ephraim Island" CTS



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Parish BARROW			LtBook	Comp #5e 232 48.1		
County WARD			Date 11/04/2005	Dwg File 22067EXC10		
Job Ref. 02.067.30A			SCALE 1:2000	PLAN No.	4.7	REV.

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