

GENERAL REQUEST

Dealing Number

Duty Imprint



708768247

\$105.60

24/06/2005 15:54

BE 460

1. Nature of request

Lodger (Name, address & phone number)

Lodger
Code

Request to record First Community Management Statement
for Ephraim Island - Subsidiary 102 Community Titles Scheme
Clarke and Kann
300 Queen Street
BRISBANE 4000
Phone: 3001 9222

122

2. Lot on Plan Description

County

Parish

Title Reference

Lot 102 on SP 157631

Ward

Barrow

50556944

To issue

3. Registered Proprietor/State Lessee

Mirvac Queensland Pty Limited ACN 060 411 207 and Lewiac Land Pty Limited ACN 009 793 337

4. Interest

Fee Simple

5. Applicant

Mirvac Queensland Pty Limited ACN 060 411 207 and Lewiac Land Pty Limited ACN 009 793 337

6. Request

I hereby request that the First CMS deposited herewith be recorded as the CMS for Ephraim Island -
Subsidiary 102 Community Titles Scheme and that c/- Ernst Body Corporate Management, 71 Davenport Street,
Southport be recorded as the address for service of the Body Corporate for the Scheme.

7. Execution by applicant

Execution Date

24/6/2005

Applicant's or Solicitor's Signature

Shannon Lea Carl - Solicitor

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

THIS STATEMENT MUST BE LODGED
TOGETHER WITH A FORM 14 GENERAL

34138

*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 102 Community Titles Scheme

2. Regulation Module

Accommodation Module

3. Name of Body Corporate

Body Corporate for Ephraim Island – Subsidiary 102 Community Titles Scheme

4. Scheme Land

Description of Lot
See Enlarged Panel

County
Ward

Parish
Barrow

Title Reference

5. Name and address of original owner

Mirvac Queensland Pty Limited ACN 080 411 207 of
Level 2, 164 Grey Street, South Bank 4101
Lewiac Land Pty Limited ACN 009 793 337 of
Level 31, 9 Castlereagh Street, Sydney 2000

6. Reference to plan lodged with this statement

Building Format Plan No SP157636

first community management statement only

7. Local Government community management statement notation

CHRISTOPHER JAMES NETHERWAY

AUTHORISED OFFICER

GOLD COAST CITY COUNCIL

signed

name of designation

name of Local Government

Execution by Original Owner/Consent of Body Corporate

Execution Date

Execution

SEE ATTACHED SCHEDULE

Witnessing Officer

SCOTT ANDREW EARL MCINTOSH

C. DEC. REG. NO. 78899

qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

Execution Date

7 1 6 1 5

Execution

Signed sealed and delivered on behalf of Mirvac Queensland Pty Limited ACN 060 411 207 by its Attorneys

NORMAN KENNETH NANCARROW

and

MICHAEL LYNCH

under Power of Attorney No. 707463737

Witnessing Officer

signature

full name

qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

Execution Date

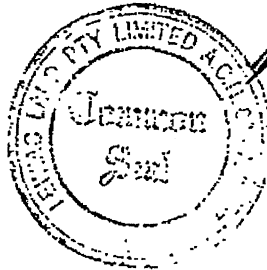
6 1 6 1 5

Execution

Signed sealed and delivered on behalf of Lewiac Land Pty Limited ACN 009 793 337 in accordance with section 127 of the Corporations Act 2001

Director

Director/Secretary



4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property for Ephraim Island - Subsidiary 102 Community Titles Scheme	Ward	Barrow	
4101 on SP 157636	Ward	Barrow	
4102 on SP 157636	Ward	Barrow	
4103 on SP 157636	Ward	Barrow	
4104 on SP 157636	Ward	Barrow	
4105 on SP 157636	Ward	Barrow	
4106 on SP 157636	Ward	Barrow	
4107 on SP 157636	Ward	Barrow	

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
4101 on SP 157636	1820	2420
4102 on SP 157636	1520	1870
4103 on SP 157636	1550	1925
4104 on SP 157636	1520	1870
4105 on SP 157636	1580	1980
4106 on SP 157636	1670	2145
4107 on SP 157636	1580	1980
TOTALS	11240	14190

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

The Scheme is a basic scheme. The Scheme is a subsidiary scheme of Ephraim Island Community Title Scheme ("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

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 – DELETED INTENTIONALLY**45 BY-LAW 45 – DELETED INTENTIONALLY****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 BY-LAW 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 – 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 102 Community
Titles Scheme

4101 on SP 157636

4102 on SP 157636

4103 on SP 157636

4104 on SP 157636

4105 on SP 157636

4106 on SP 157636

4107 on SP 157636

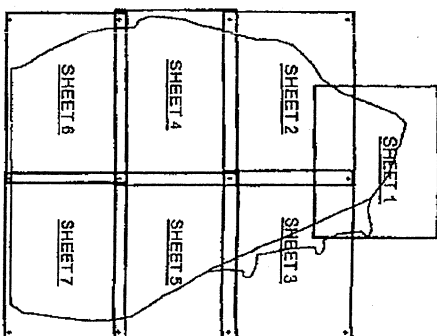
Type of Statutory Easement

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*).
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*).

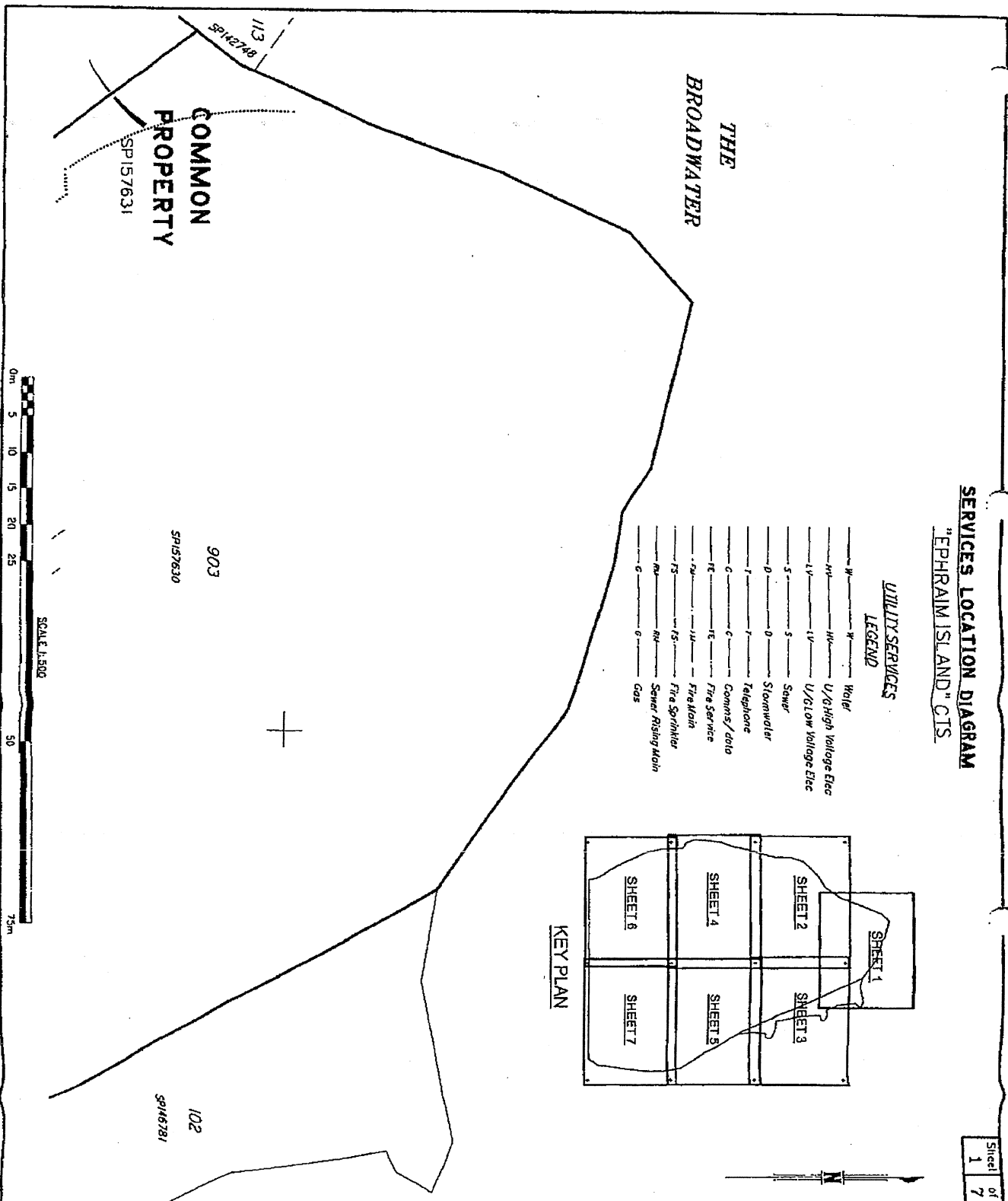
SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS

UTILITY SERVICES
LEGEND

W	Water
W-H	U/G High Voltage Elec
W-LV	U/G Low Voltage Elec
S	Sewer
D	Stormwater
T	Telephone
C	Comms/Data
FE	Fire Service
FM	Fire Main
FS	Fire Sprinkler
RS	Sewer Rising Main
G	Gas



KEY PLAN



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

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mail@bennettandbennett.com.au
95 Upton Street, 21 Doreville Parkway,
Bundaberg
Ph (07) 5574 0733 Geelong
Ph (07) 5573 6177
Fax (07) 5570 4442 Fax (07) 5570 4442

Rev. _____ Date _____

NOTES:

1. Drawn to Scale on A3 sheet
2. Community Titles Scheme - "EPHRAIM ISLAND COMMUNITY TITLES SCHEME" CTS
3. This service location diagram shows the indicative location of utility services within the Common Property, extending to any building or structures as required by section 66(1) of the BCMA Act
4. Services locations have been provided by owner.

Schedule of buildings shown...

TITLE

Services Location Diagram
In the Common Property on
of "EPHRAIM ISLAND" CTS

CLIENT MIRVAC GROUP

Drawn JSC Parish BARROW

Surv'd JSC County WARD

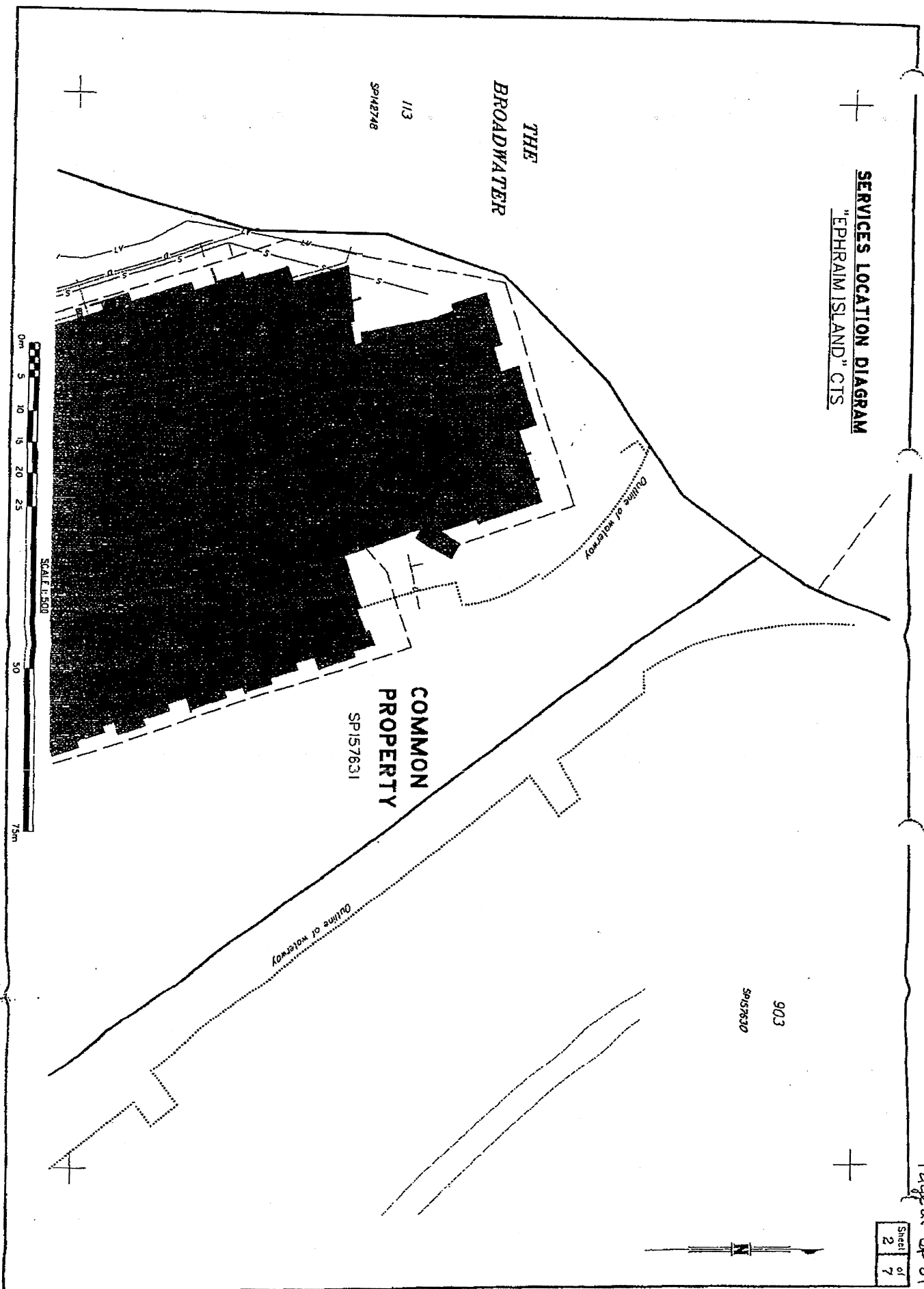
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Check Comp File

Rev'd 20/04/2005 Dwg File 22067SLD

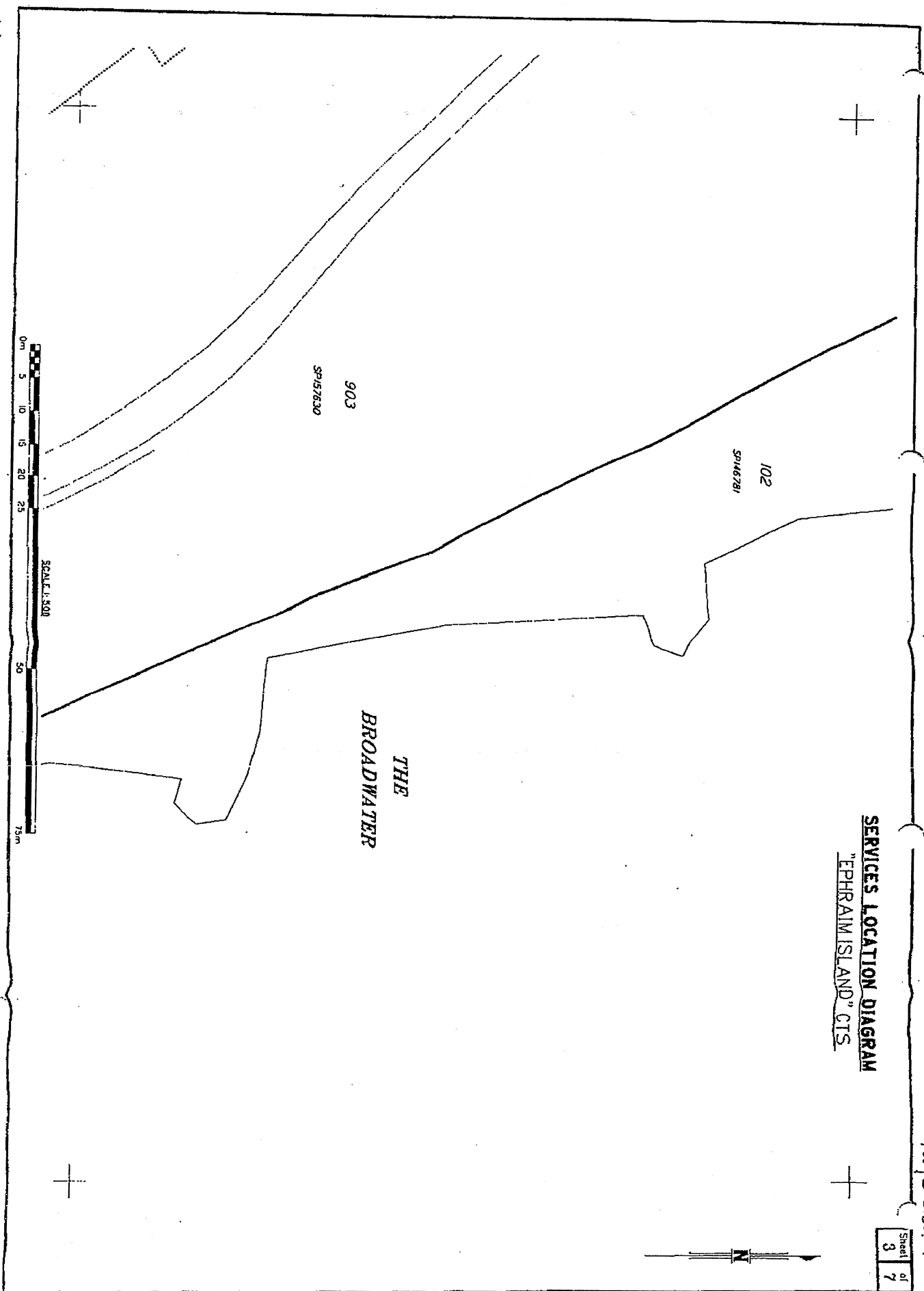
SCALE 1:500 PLAN No. 40 Rev.

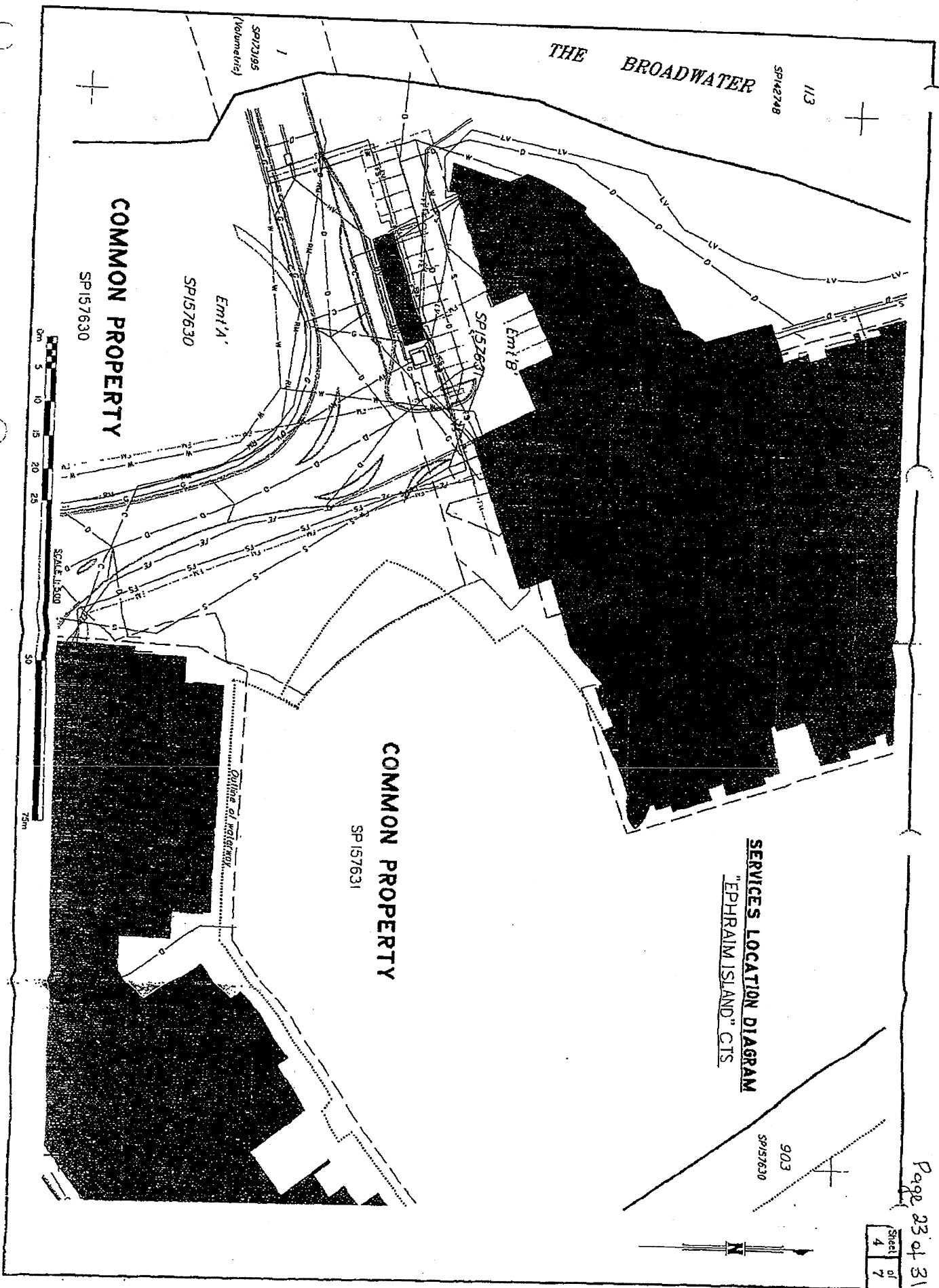
SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS



SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS

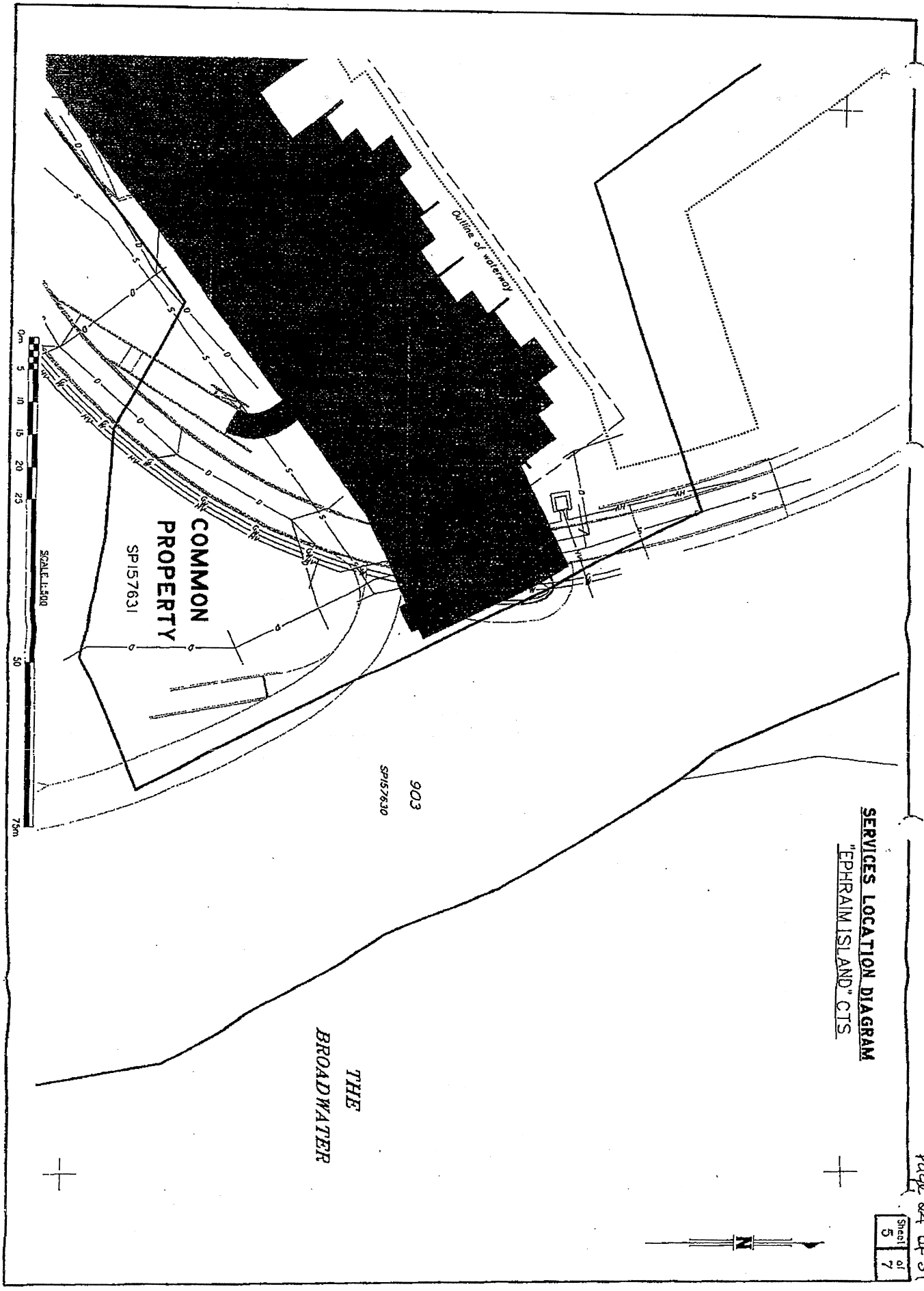
Sheet
3 of
7





SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS

Sheet	of
5	7



COMMON PROPERTY

SP157630

Emi'A'

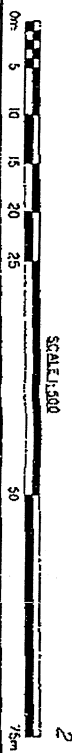
SP157630

903

SP157630

**THE
BROADWATER**

**SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS**



2 USL33907

1442 000 000 000

Sheet of 7 7

COMMON
PROPERTY

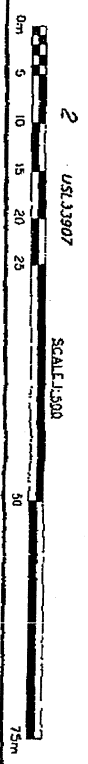
SP157631

SERVICES LOCATION DIAGRAM
"EPHRAIM ISLAND" CTS

903

SP157630

THE
BROADWATER



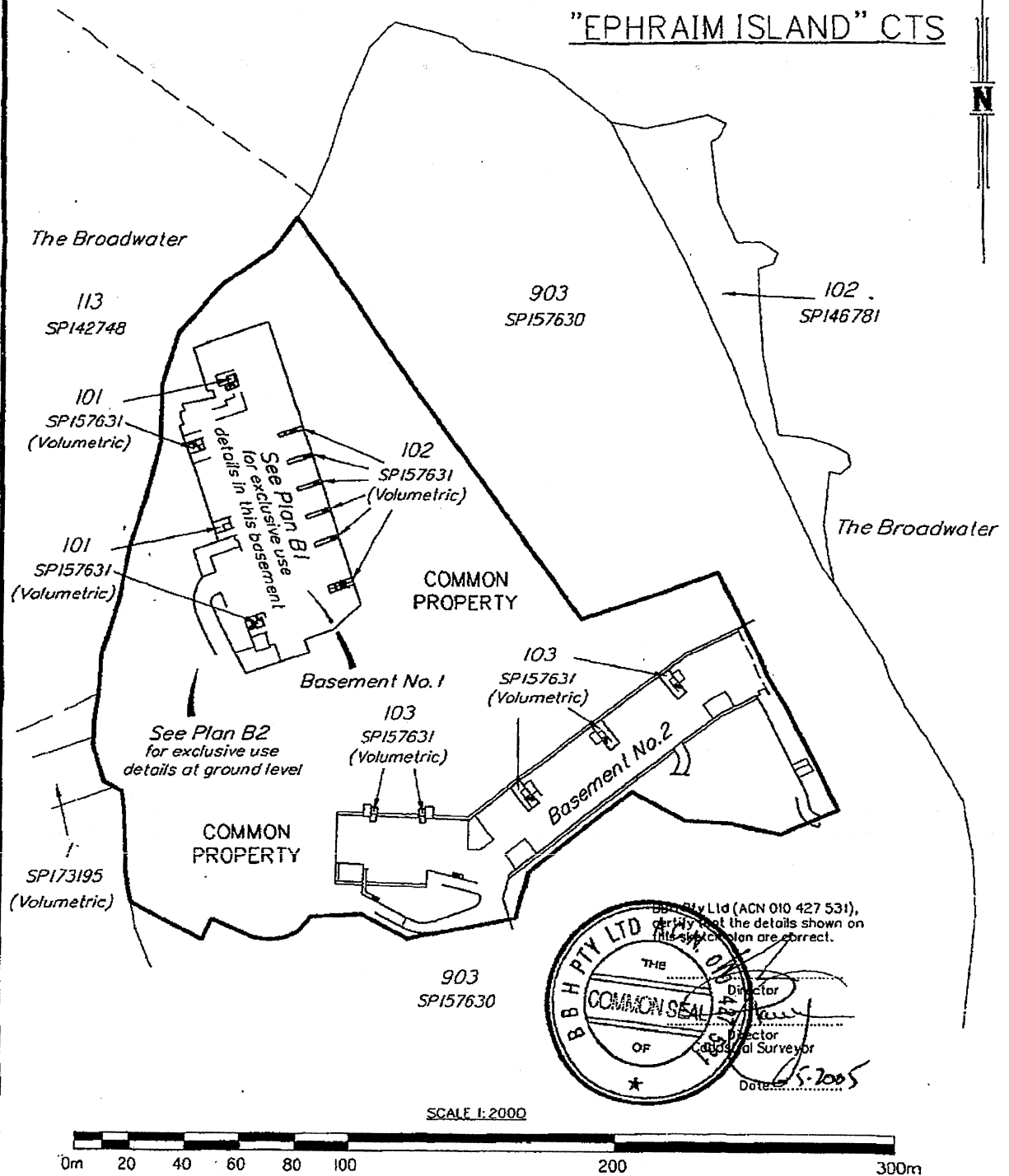
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan Number	Exclusive Use of Carpark Space Areas
4101 on SP 157636	19 and 21
4102 on SP 157636	23 and 25
4103 on SP 157636	27 and 29
4104 on SP 157636	31 and 33
4105 on SP 157636	35 and 37
4106 on SP 157636	39 and 41
4107 on SP 157636	43 and 45

Lot on Plan Number	Exclusive Use of Storage Space
Lot 4101 on SP 157636	S32
Lot 4102 on SP 157636	S34
Lot 4103 on SP 157636	S36
Lot 4104 on SP 157636	S24 and 38
Lot 4105 on SP 157636	S40
Lot 4106 on SP 157636	S42
Lot 4107 on SP 157636	S63

PLAN A

"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. Meridian of SP157631

TITLE

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



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mail@bennettandbennett.com.au

21 Dreamworld Parkway,
Coomera
Ph (07) 5573 6177
Fax (07) 5525 4342

Drawn	Surv'd	Auth.	CLIENT		
JSC	GP		MIRVAC P/L		
Parish			L/Book	Camp File	
BARROW				23248.*	
County			Date	Dwg File	
WARD			11/04/2005	22067EXC10	
Job Ref.			SCALE	PLAN No.	Rev.
02.067.30A			1:2000	43	

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

See Diagram A

Storage Space Areas					
S1	3m2	S26	3m2	S51	2m2
S2	3m2	S28	2m2	S52	3m2
S3	2m2	S29	2m2	S53	2m2
S4	2m2	S30	2m2	S54	3m2
S5	2m2	S31	4m2	S55	2m2
S6	5m2	S32	3m2	S56	2m2
S7	3m2	S33	3m2	S57	2m2
S8	4m2	S34	3m2	S58	2m2
S9	3m2	S35	3m2	S59	3m2
S10	3m2	S36	3m2	S60	2m2
S11	3m2	S37	3m2	S61	2m2
S12	2m2	S38	3m2	S62	2m2
S13	2m2	S39	3m2	S63	4m2
S15	4m2	S40	3m2	S69	2m2
S16	3m2	S41	3m2	S70	3m2
S17	3m2	S42	3m2	S71	2m2
S18	2m2	S43	3m2	S72	2m2
S19	3m2	S45	3m2	S73	3m2
S20	4m2	S46	2m2	S74	2m2
S21	3m2	S47	3m2	S75	2m2
S22	2m2	S49	2m2	S77	3m2
S23	2m2	S50	2m2	S78	3m2
S24	2m2			S79	3m2
S25	4m2				

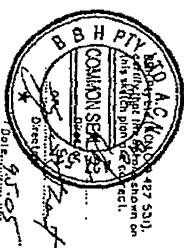
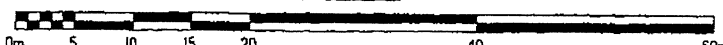
Legend

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

Line of Building over

Ramp up

SCALE 1:400



NOTES:

1. Drawn to Scale on A3 sheet
2. Community Title Scheme
3. Ephraim Island Community Titles Scheme CTS
4. Title Reference
5. Memorandum of SP 107631
6. For site location see Plan 'A'
7. Contains within stakes and crosshairs shown

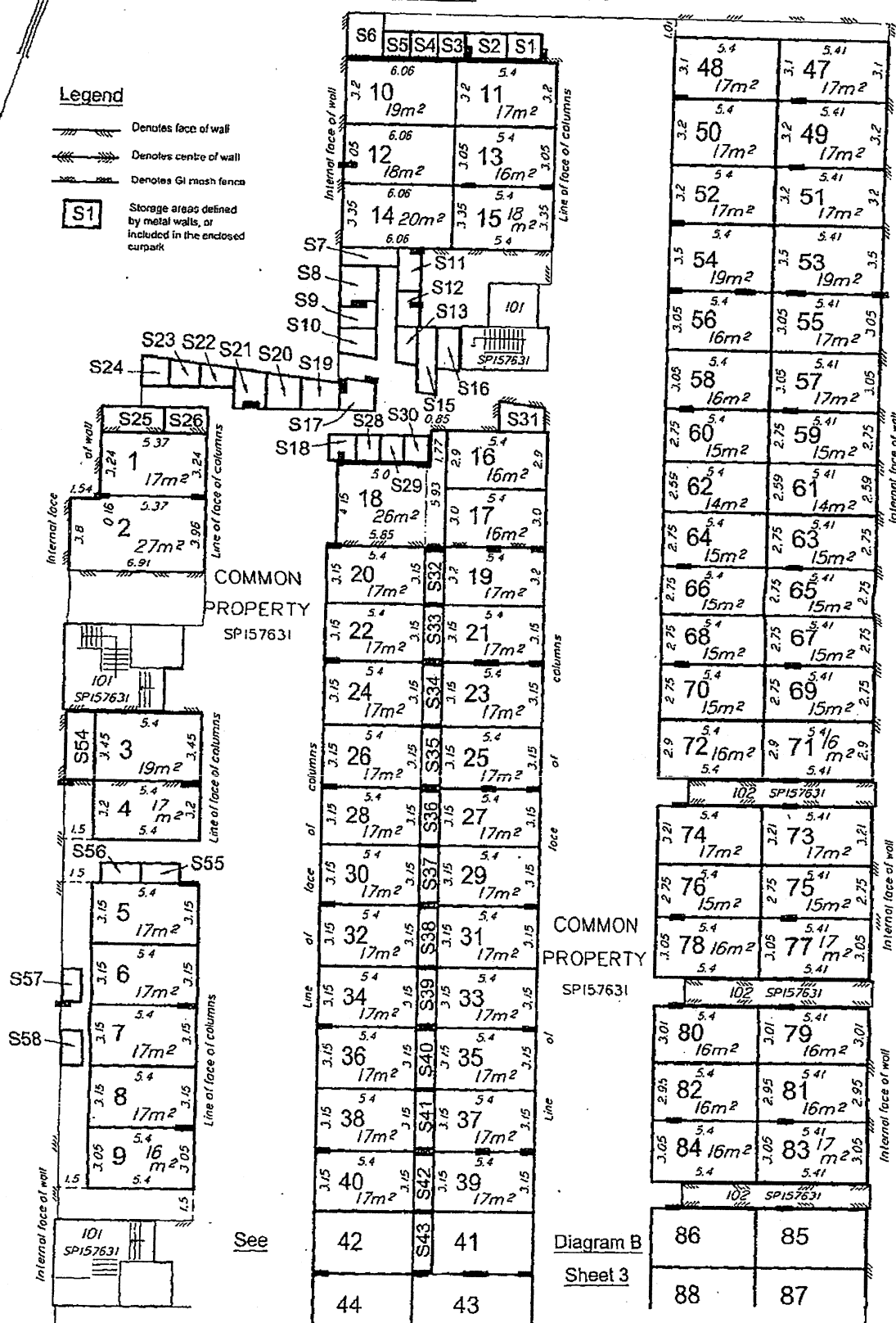


Bennett & Bennett
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& Town Planners

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

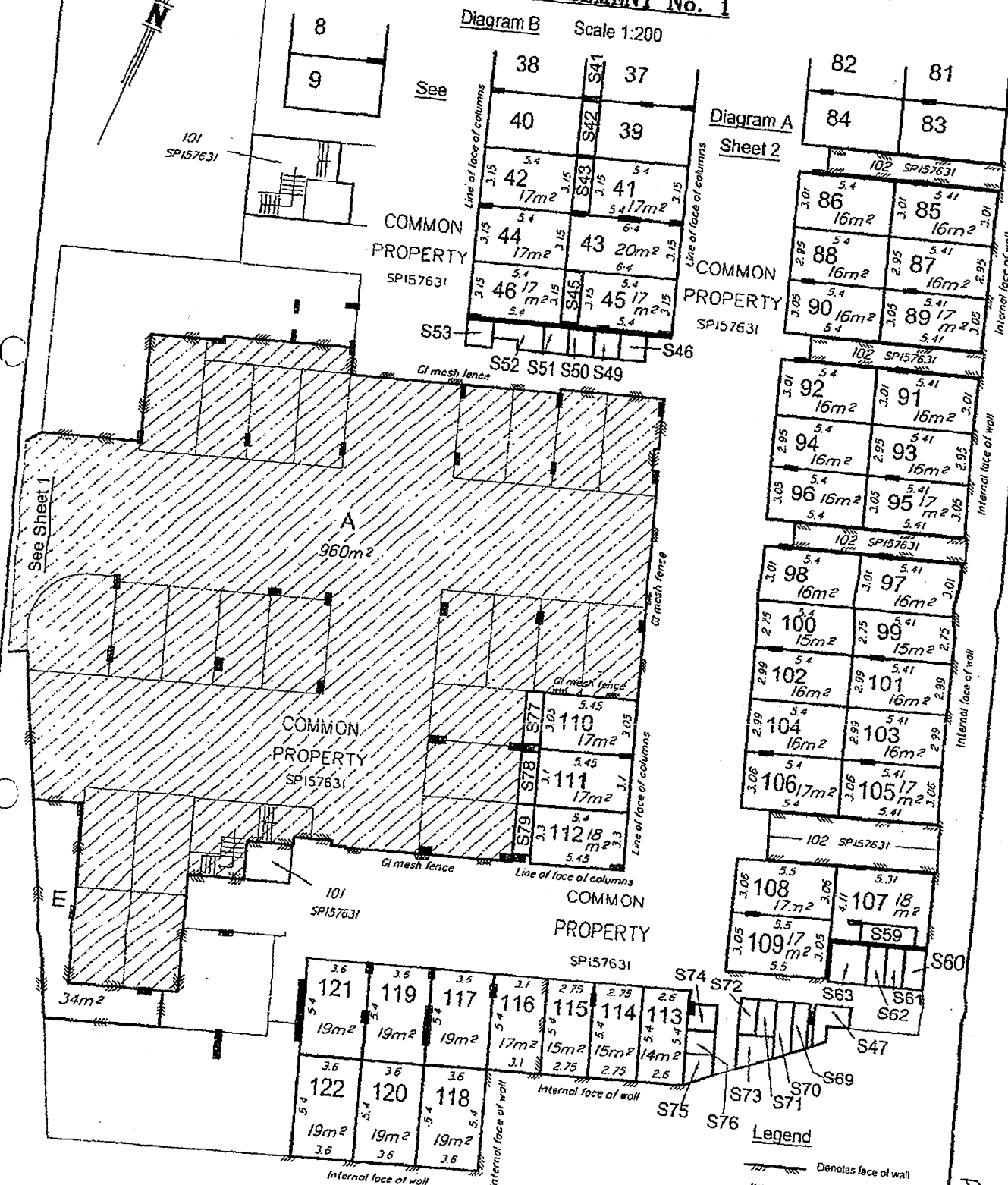
Diagram A Scale 1:200



PLAN BI
"EPHRAIM ISLAND" CTS

LEVEL 'A' - BASEMENT No. 1

Diagram B Scale 1:200



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