

Title Reference

**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.

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- 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.

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**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.

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- 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

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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.

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**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

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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

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- 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.



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**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:-

residential purposes; and  
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.

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**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;

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- 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 – DELETED INTENTIONALLY
- 45** BY-LAW 45 – PENTHOUSE LIFT LOBBY AREAS – DELETED INTENTIONALLY
- 46** BY-LAW 46 - CARPARK SPACE - EXCLUSIVE USE -- DELETED INTENTIONALLY
- 47** BY-LAW 47 – STORAGE SPACE – EXCLUSIVE USE – DELETED INTENTIONALLY
- 48** BY-LAW 48 - COURTYARDS AND TERRACE AREAS
- 48.1** The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the street facing courtyards and water edged terrace areas allocated to that Lot in Schedule E of this Community Management Statement.
- 48.2** The Owners and Occupiers of the Lots shall clean and maintain the exclusive use area including maintaining all decks and gardens on the exclusive use area to a high standard or appearance.
- 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.

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"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.

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**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

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

Affected Lot	Type of Statutory Easement
Common Property for Ephraim Island - Subsidiary 104 Community Titles Scheme	
Lot 8101 on SP 161700	1. Easement for lateral or subjacent support in favour of Lots above or adjoining the Affected Lot (pursuant to section 115N of the <i>Land Title Act 1994</i> ).
Lot 8102 on SP 161700	2. Easement in favour of each lot adjoining an Affected Lot and Common Property for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services (pursuant to section 115O of the <i>Land Title Act 1994</i> ).
Lot 8103 on SP 161700	3. Easement for utility services and utility infrastructure in favour of each lot adjoining an Affected Lot and Common Property for establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to other lots and the Common Property (pursuant to section 115P of the <i>Land Title Act 1994</i> ).
Lot 8104 on SP 161700	4. Easement for projections in favour of each lot adjoining an Affected Lot and Common Property (pursuant to section 115R of the <i>Land Title Act 1994</i> ).
Lot 9101 on SP 161700	5. Easement for maintenance of buildings close to the boundary of an Affected Lot in favour of a lot adjoining the Affected Lot and Common Property to carry out maintenance or replacement (pursuant to section 115S of the <i>Land Title Act 1994</i> ).
Lot 9102 on SP 161700	
Lot 9103 on SP 161700	
Lot 9104 on SP 161700	
Lot 9105 on SP 161700	
Lot 9106 on SP 161700	
Lot 9107 on SP 161700	
Lot 10101 on SP 161700	
Lot 10102 on SP 161700	
Lot 10103 on SP 161700	

**SCHEDULE**

Title Reference

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

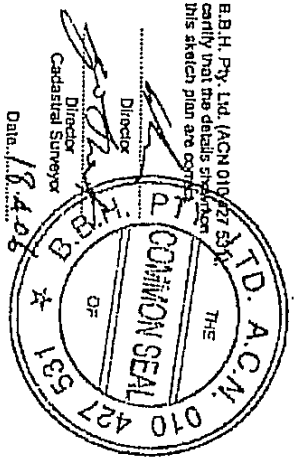
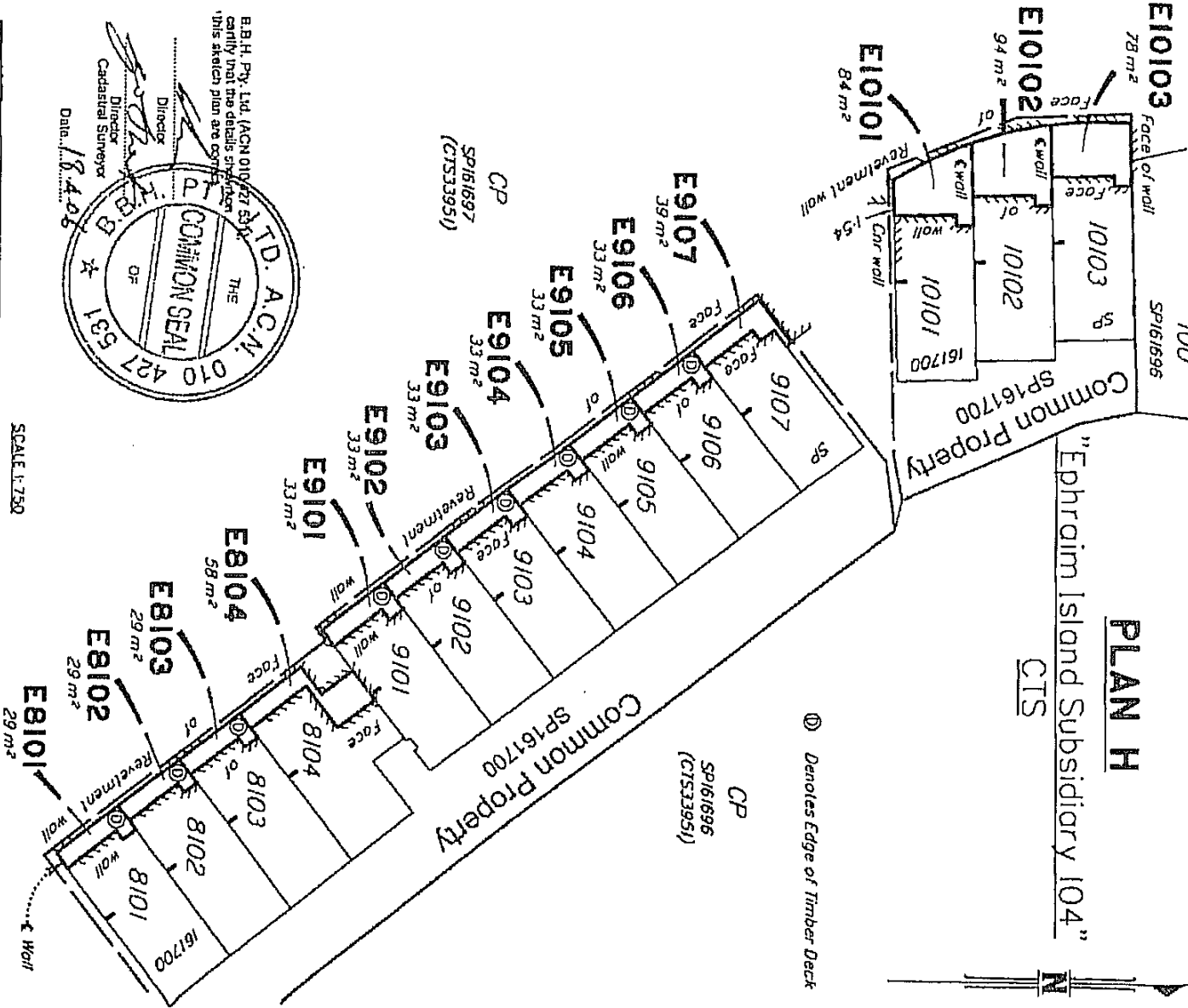
The Original Owner will allocate within 12 months of the establishment of the Scheme the individual exclusive use areas to Lots within the Subsidiary Scheme.

Lot on Plan Number	Exclusive use of Street Facing Courtyards and Water Edged Terrace Areas
Lot 8101 on SP 161700	L8101 and E8101
Lot 8102 on SP 161700	L8102 and E8102
Lot 8103 on SP 161700	L8103 and E8103
Lot 8104 on SP 161700	L8104 and E8104
Lot 9101 on SP 161700	L9101 and E9101
Lot 9102 on SP 161700	L9102 and E9102
Lot 9103 on SP 161700	L9103 and E9103
Lot 9104 on SP 161700	L9104 and E9104
Lot 9105 on SP 161700	L9105 and E9105
Lot 9106 on SP 161700	L9106 and E9106
Lot 9107 on SP 161700	L9107 and E9107
Lot 10101 on SP 161700	L10101 and E10101
Lot 10102 on SP 161700	L10102 and E10102
Lot 10103 on SP 161700	L10103 and E10103

"Ephraim Island Subsidiary 104"

**PLAN H**

CTS



- NOTES**
1. Drawn to Scale on A4 sheet
  2. Community Titles Scheme, "Ephraim Island Subsidiary 104 COMMUNITY TITLES SCHEME CTS"
  3. Title Reference ...
  4. Meridian of SP161700

**TITLE**

Plan of Exclusive Use Areas E8101-E8104,  
E9101-E9107 & E10101-E10103  
in part of the Common Property on SP161700 "Ephraim  
Island Subsidiary 104" CTS



**Bennett & Bennett**  
Consulting Surveyors, Development Consultants  
& Town Planners

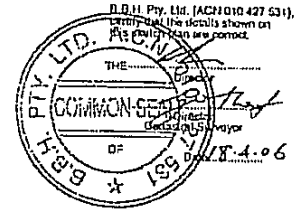
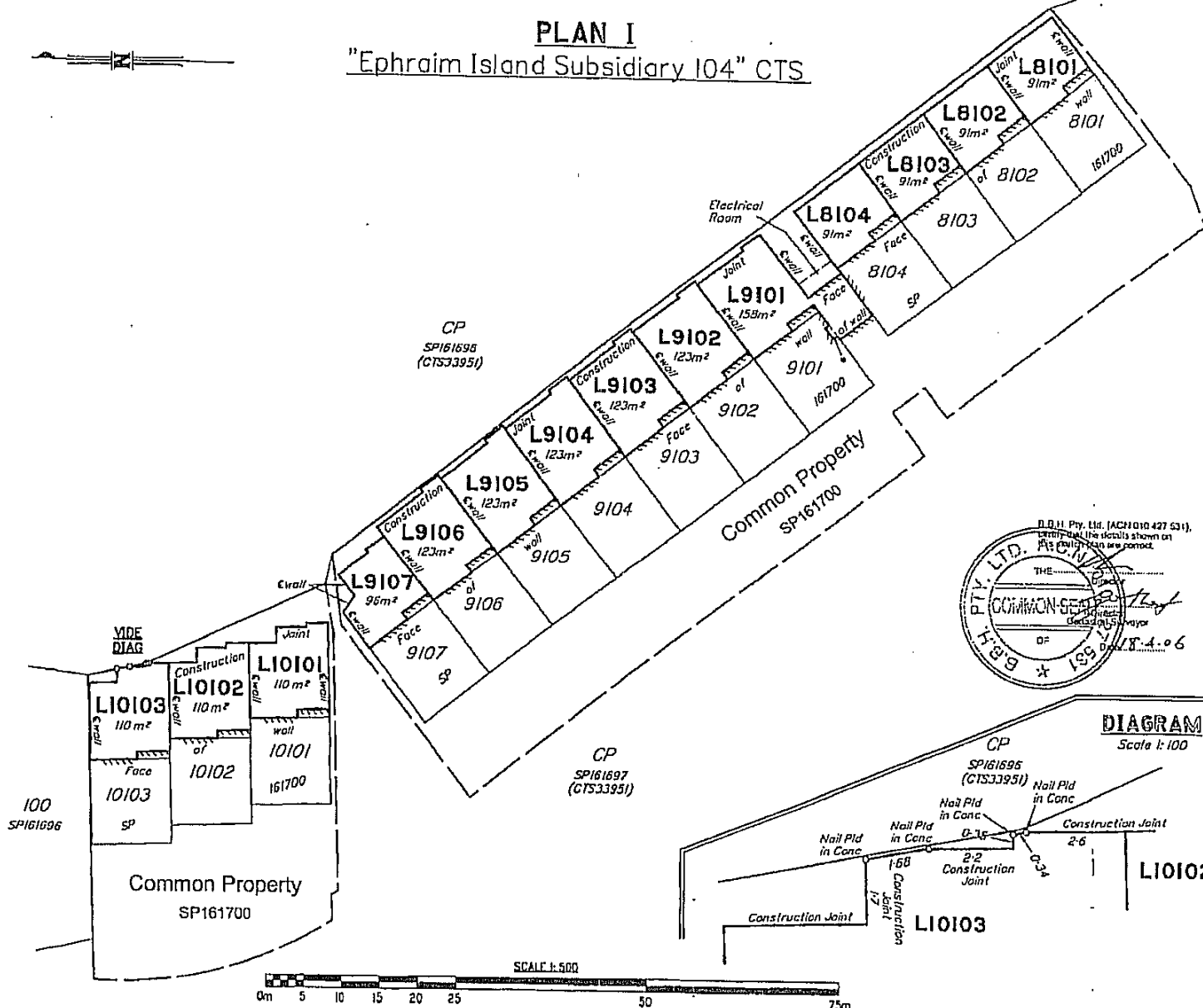
95 Upper Street  
Brisbane  
Ph (07) 5574 0733  
Fax (07) 5574 0002

BBH Pty. Ltd. A.C.N. 010 427 531  
All mail to: PO Box 5021  
G.C.M.C. Old 9725  
mail@bennettandbennett.com.au

21 Dreamworld Parkway,  
Gold Coast  
Ph (07) 5570 6177  
Fax (07) 5529 4342

Drawn	DC	Surv'd	Auth.	CLIENT	MIRVAC P/L	Comp File
Parish	BARROW			Libbook		
County	WARD	Date	6/08/03	Dwg File	22067EXC5_B	
Job Ref.	02.067.A300	SCALE	1:750	PLAN No.	27	Rev. B

**PLAN I**  
"Ephraim Island Subsidiary 104" CTS



**DIAGRAM**  
Scale 1: 100

**Bennett & Bennett**  
Consulting Surveyors, Development Consultants & Town Planners  
BBH Pty. Ltd. A.C.N. 010 427 531  
All mail to: PO Box 5021 G.C.M.G. Qld 9726  
mail@bennellandbennell.com.au  
85 Upton Street, Bundaberg  
Ph (07) 5574 0733 Ph (07) 5573 6177  
Fax (07) 5574 0202 Fax (07) 5529 4342

Rev.	Date
A	Amend Lots 9101-9107 16/11/05
B	Add Boundary Definitions 11/4/06

- NOTES:**
1. Drawn to Scale on A3 sheet
  2. Conveyance Titles Scheme - "Ephraim Island Subsidiary 104" CTS
  3. True Reference ...
  4. Meridian of SP161700
  5. Exclusive Use area is restricted in height up to the outside of projecting building (excluding the lot) where covered.
  6. \* denotes Exclusive Use area restricted in depth to the centre line of slab of Level 0.

**TITLE**  
Plan of Exclusive Use Areas  
L8101-L8104, L9101-L9107 &  
L10101-L10103  
in part of the Common Property  
on SP161700  
"Ephraim Island Subsidiary 104" CTS

<b>CLIENT</b>	MIRVAC P/L
<b>Drawn</b>	DC BARROW
<b>Surv'd</b>	County WARD
<b>Authorised</b>	Job Ref. 02.067.A300
<b>L/Book</b>	Comp File
<b>Date</b>	6/08/03 Dwg File 22067EXC5_B
<b>SCALE</b>	1: 500 PLAN No. 28 Rev. B



GENERAL CONSENT

1. Lot or Plan Description	County	Parish	Title Reference
See Enlarged Panel			

2. Instrument being consented to  
Instrument type First Community Management Statement.....

Dated

Names of parties Mirvac Queensland Pty Ltd ACN 060 411 207 and Lewiac Land Pty Ltd ACN 009 793 337 .....

3. Instrument under which consent required

Dealing Type Mortgage.....

Dealing No. 708084950.....

Name of consenting party National Australia Bank Limited ACN 004 044 937.....

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.


Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


Witnessing Officer (signature, full name & qualification)

Execution Date

Mortgagee's Signature  
NATIONAL AUSTRALIA BANK LIMITED  
ACN 004 044 937 by its attorney under  
power of attorney number K616743M  
who states that he/she has had no  
notification of revocation of power attorney

09/05/2006

  
.....  
ANNA MONAGHAN, SOLICITOR.....

  
.....  
Manager



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

Title Reference

1. Lot on Plan Description	County	Parish	Title Reference
Common Property for Ephraim Island - Subsidiary 104 Community Titles Scheme	Ward	Barrow	
Lot 8101 on SP 161700	Ward	Barrow	
Lot 8102 on SP 161700	Ward	Barrow	
Lot 8103 on SP 161700	Ward	Barrow	
Lot 8104 on SP 161700	Ward	Barrow	
Lot 9101 on SP 161700	Ward	Barrow	
Lot 9102 on SP 161700	Ward	Barrow	
Lot 9103 on SP 161700	Ward	Barrow	
Lot 9104 on SP 161700	Ward	Barrow	
Lot 9105 on SP 161700	Ward	Barrow	
Lot 9106 on SP 161700	Ward	Barrow	
Lot 9107 on SP 161700	Ward	Barrow	
Lot 10101 on SP 161700	Ward	Barrow	
Lot 10102 on SP 161700	Ward	Barrow	
Lot 10103 on SP 161700	Ward	Barrow	