

Title Reference 50603002

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.

Title Reference *SD603002***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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- 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.

35.3 The minimum field impact isolation control of 55db under relevant Building Code Regulations required under By-law 35.1a only applies to a lot situated directly above another lot. It does not apply to a lot situated directly above Common Property. For clarity, an Owner or Occupier of a lot situated directly above Common Property must still seek prior approval in writing of the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and adhere to any conditions imposed by the Ephraim Island Body Corporate and the subsidiary Body Corporate when removing, installing, or reinstalling any hard floor (for example timber or tile).

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

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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:-
 - 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

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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;

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- 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 – DELETED INTENTIONALLY

46 BY-LAW 46 - CARPARK SPACE - EXCLUSIVE USE

- 46.1** The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the carpark 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.
- 46.2** The registered Owners of Lots may at any time swap exclusive use 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 the various Owners from time to time.

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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 - 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;

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- 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.

Title Reference 50603002

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 105 Community Titles Scheme 35246 Lot 26101 on SP 161701		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 26102 on SP 161701	Lot 26602 on SP 161701	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 26103 on SP 161701	Lot 26603 on SP 161701	
Lot 26104 on SP 161701	Lot 26604 on SP 161701	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 26105 on SP 161701	Lot 26605 on SP 161701	
Lot 26106 on SP 161701	Lot 26606 on SP 161701	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 26201 on SP 161701	Lot 26607 on SP 161701	
Lot 26202 on SP 161701	Lot 26701 on SP 161701	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 26203 on SP 161701	Lot 26702 on SP 161701	
Lot 26204 on SP 161701	Lot 26703 on SP 161701	
Lot 26205 on SP 161701	Lot 26704 on SP 161701	
Lot 26206 on SP 161701	Lot 26801 on SP 161701	
Lot 26301 on SP 161701	Lot 26802 on SP 161701	
Lot 26302 on SP 161701	Lot 26901 on SP 161701	
Lot 26303 on SP 161701	Lot 26902 on SP 161701	
Lot 26304 on SP 161701	Lot 27101 on SP 161701	
Lot 26305 on SP 161701	Lot 27102 on SP 161701	
Lot 26306 on SP 161701	Lot 27103 on SP 161701	
Lot 26307 on SP 161701	Lot 27104 on SP 161701	
Lot 26401 on SP 161701	Lot 27105 on SP 161701	
Lot 26402 on SP 161701	Lot 27201 on SP 161701	
Lot 26403 on SP 161701	Lot 27202 on SP 161701	
Lot 26404 on SP 161701	Lot 27203 on SP 161701	
Lot 26405 on SP 161701	Lot 27204 on SP 161701	
Lot 26406 on SP 161701	Lot 27205 on SP 161701	
Lot 26407 on SP 161701	Lot 27301 on SP 161701	
Lot 26501 on SP 161701	Lot 27302 on SP 161701	
Lot 26502 on SP 161701	Lot 27303 on SP 161701	
Lot 26503 on SP 161701	Lot 27304 on SP 161701	
Lot 26504 on SP 161701	Lot 27305 on SP 161701	
Lot 26505 on SP 161701	Lot 27401 on SP 161701	
Lot 26506 on SP 161701	Lot 27402 on SP 161701	
Lot 26507 on SP 161701	Lot 27403 on SP 161701	
Lot 26601 on SP 161701	Lot 27404 on SP 161701	
	Lot 27405 on SP 161701	

Title Reference 50603002

Affected Lot		Type of Statutory Easement
Lot 27501 on SP 161701	Lot 28306 on SP 170435	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 27502 on SP 161701	Lot 28401 on SP 170435	
Lot 27503 on SP 161701	Lot 28402 on SP 170435	
Lot 27504 on SP 161701	Lot 28403 on SP 170435	
Lot 27505 on SP 161701	Lot 28404 on SP 170435	
Lot 27601 on SP 161701	Lot 28405 on SP 170435	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 27602 on SP 161701	Lot 28406 on SP 170435	
Lot 27603 on SP 161701	Lot 28501 on SP 170435	
Lot 27701 on SP 161701	Lot 28502 on SP 170435	
Lot 27702 on SP 161701	Lot 28503 on SP 170435	
Lot 27801 on SP 161701	Lot 28504 on SP 170435	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 27802 on SP 161701	Lot 28505 on SP 170435	
Lot 28101 on SP 170435	Lot 28506 on SP 170435	
Lot 28102 on SP 170435	Lot 28601 on SP 170435	
Lot 28103 on SP 170435	Lot 28602 on SP 170435	
Lot 28104 on SP 170435	Lot 28603 on SP 170435	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 28105 on SP 170435	Lot 28604 on SP 170435	
Lot 28106 on SP 170435	Lot 28605 on SP 170435	
Lot 28201 on SP 170435	Lot 28701 on SP 170435	
Lot 28202 on SP 170435	Lot 28702 on SP 170435	
Lot 28203 on SP 170435	Lot 28801 on SP 170435	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 28204 on SP 170435	Lot 28901 on SP 170435	
Lot 28205 on SP 170435		
Lot 28206 on SP 170435		
Lot 28301 on SP 170435		
Lot 28302 on SP 170435		
Lot 28303 on SP 170435		
Lot 28304 on SP 170435		
Lot 28305 on SP 170435		

Title Reference 50603002

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

Lot on Plan Number	Exclusive use of carpark space areas
Lot 26101 on SP 161701	199 and 201 on Plan G
Lot 26102 on SP 161701	206 and 211 on Plan G
Lot 26103 on SP 161701	226 and 227 on Plan G
Lot 26104 on SP 161701	245 and 249 on Plan G
Lot 26105 on SP 161701	246 and 247 on Plan G
Lot 26106 on SP 161701	256 and 260 on Plan G
Lot 26201 on SP 161701	178 and 185 on Plan G
Lot 26202 on SP 161701	149 and 150 on Plan G
Lot 26203 on SP 161701	222 and 223 on Plan G
Lot 26204 on SP 161701	239 and 242 on Plan G
Lot 26205 on SP 161701	243 and 244 on Plan G
Lot 26206 on SP 161701	252 and 254 on Plan G
Lot 26301 on SP 161701	171, 172 and 176 on Plan G
Lot 26302 on SP 161701	191 and 194 on Plan G
Lot 26303 on SP 161701	196 and 200 on Plan G
Lot 26304 on SP 161701	219 and 220 on Plan G
Lot 26305 on SP 161701	236 and 237 on Plan G
Lot 26306 on SP 161701	240 and 241 on Plan G
Lot 26307 on SP 161701	248 and 251 on Plan G
Lot 26401 on SP 161701	168, 169 and 173 on Plan G
Lot 26402 on SP 161701	188 and 190 on Plan G
Lot 26403 on SP 161701	192 and 197 on Plan G
Lot 26404 on SP 161701	216 and 217 on Plan G
Lot 26405 on SP 161701	221 and 235 on Plan G
Lot 26406 on SP 161701	210 and 215 on Plan G
Lot 26407 on SP 161701	224 and 228 on Plan G
Lot 26501 on SP 161701	165, 166 and 170 on Plan G
Lot 26502 on SP 161701	189 and 193 on Plan G
Lot 26503 on SP 161701	195 and 198 on Plan G
Lot 26504 on SP 161701	212 and 213 on Plan G
Lot 26505 on SP 161701	218 and 229 on Plan G
Lot 26506 on SP 161701	259 and 263 on Plan G
Lot 26507 on SP 161701	231 and 233 on Plan G
Lot 26601 on SP 161701	162, 163 and 167 on Plan G
Lot 26602 on SP 161701	184 and 187 on Plan G
Lot 26603 on SP 161701	203 and 207 on Plan G
Lot 26604 on SP 161701	208 and 209 on Plan G

Title Reference 50603002

Lot 26605 on SP 161701	214 and 225 on Plan G
Lot 26606 on SP 161701	234 and 238 on Plan G
Lot 26607 on SP 161701	230 and 232 on Plan G
Lot 26701 on SP 161701	159, 160 and 164 on Plan G
Lot 26702 on SP 161701	174,175 and 177 on Plan G
Lot 26703 on SP 161701	151, 152 and 153 on Plan G
Lot 26704 on SP 161701	202, 204 and 205 on Plan G
Lot 26801 on SP 161701	156,157 and 161 on Plan G
Lot 26802 on SP 161701	181, 183 and 186 on Plan G
Lot 27101 on SP 161701	269 and 270 on Plan G
Lot 27102 on SP 161701	295 and 298 on Plan G
Lot 27103 on SP 161701	305 and 310 on Plan G
Lot 27104 on SP 161701	324 and 325 on Plan G
Lot 27105 on SP 161701	307 and 308 on Plan G
Lot 27201 on SP 161701	265 and 266 on Plan G
Lot 27202 on SP 161701	291 and 296 on Plan G
Lot 27203 on SP 161701	301 and 306 on Plan G
Lot 27204 on SP 161701	321 and 323 on Plan G
Lot 27205 on SP 161701	303 and 304 on Plan G
Lot 27301 on SP 161701	261 and 262 on Plan G
Lot 27302 on SP 161701	287 and 292 on Plan G
Lot 27303 on SP 161701	297 and 302 on Plan G
Lot 27304 on SP 161701	317 and 320 on Plan G
Lot 27305 on SP 161701	299 and 300 on Plan G
Lot 27401 on SP 161701	257 and 258 on Plan G
Lot 27402 on SP 161701	268 and 271 on Plan G
Lot 27403 on SP 161701	318 and 322 on Plan G
Lot 27404 on SP 161701	315 and 319 on Plan G
Lot 27405 on SP 161701	314 and 316 on Plan G
Lot 27501 on SP 161701	274 and 278 on Plan G
Lot 27502 on SP 161701	264 and 267 on Plan G
Lot 27503 on SP 161701	309 and 313 on Plan G
Lot 27504 on SP 161701	311 and 312 on Plan G
Lot 27505 on SP 161701	327 and 329 on Plan G
Lot 27601 on SP 161701	250, 253 and 255 on Plan G
Lot 27602 on SP 161701	283, 284 and 288 on Plan G
Lot 27603 on SP 161701	285, 289 and 293 on Plan G
Lot 27701 on SP 161701	277, 280 and 281 on Plan G
Lot 27702 on SP 161701	272, 273 and 276 on Plan G
Lot 28101 on SP 170435	335 and 339 on Plan J
Lot 28102 on SP 170435	378 and 379 on Plan J
Lot 28103 on SP 170435	396 and 397 on Plan J
Lot 28104 on SP 170435	405 and 408 on Plan J
Lot 28105 on SP 170435	377 and 395 on Plan J
Lot 28106 on SP 170435	359 and 380 on Plan J
Lot 28201 on SP 170435	406 and 407 on Plan J
Lot 28202 on SP 170435	373 and 374 on Plan J

Title Reference *50603002*

Lot 28203 on SP 170435	393 and 394 on Plan J
Lot 28204 on SP 170435	403 and 404 on Plan J
Lot 28205 on SP 170435	381 and 398 on Plan J
Lot 28206 on SP 170435	354 and 357 on Plan J
Lot 28301 on SP 170435	332 and 333 on Plan J
Lot 28302 on SP 170435	368 and 369 on Plan J
Lot 28303 on SP 170435	390 and 391 on Plan J
Lot 28304 on SP 170435	344 and 402 on Plan J
Lot 28305 on SP 170435	372 and 392 on Plan J
Lot 28306 on SP 170435	355 and 376 on Plan J
Lot 28401 on SP 170435	330 and 331 on Plan J
Lot 28402 on SP 170435	365 and 366 on Plan J
Lot 28403 on SP 170435	386 and 387 on Plan J
Lot 28404 on SP 170435	341 and 342 on Plan J
Lot 28405 on SP 170435	358 and 361 on Plan J
Lot 28406 on SP 170435	360 and 371 on Plan J
Lot 28501 on SP 170435	326 and 328 on Plan J
Lot 28502 on SP 170435	362 and 363 on Plan J
Lot 28503 on SP 170435	388 and 389 on Plan J
Lot 28504 on SP 170435	334 and 336 on Plan J
Lot 28505 on SP 170435	351 and 356 on Plan J
Lot 28506 on SP 170435	345 and 346 on Plan J
Lot 28601 on SP 170435	399, 400 and 401 on Plan J
Lot 28602 on SP 170435	382 and 383 on Plan J
Lot 28603 on SP 170435	337 and 338 on Plan J
Lot 28604 on SP 170435	340 and 343 on Plan J
Lot 28605 on SP 170435	347 and 348 on Plan J
Lot 28701 on SP 170435	350 and 353 on Plan J
Lot 28702 on SP 170435	349 and 352 on Plan J

Title Reference 50603002

Lot on Plan Number	Exclusive use of storage space areas
Lot 26101 on SP 161701	S94 on Plan G
Lot 26102 on SP 161701	S96 on Plan G
Lot 26103 on SP 161701	S104 on Plan G
Lot 26104 on SP 161701	S124 on Plan G
Lot 26105 on SP 161701	S116 on Plan G
Lot 26106 on SP 161701	S126 on Plan G
Lot 26201 on SP 161701	S83 on Plan G
Lot 26202 on SP 161701	S73 on Plan G
Lot 26203 on SP 161701	S103 on Plan G
Lot 26204 on SP 161701	S112 on Plan G
Lot 26205 on SP 161701	S115 on Plan G
Lot 26206 on SP 161701	S125 on Plan G
Lot 26301 on SP 161701	S81 on Plan G
Lot 26302 on SP 161701	S89 on Plan G
Lot 26303 on SP 161701	S93 on Plan G
Lot 26304 on SP 161701	S102 on Plan G
Lot 26305 on SP 161701	S113 on Plan G
Lot 26306 on SP 161701	S114 on Plan G
Lot 26307 on SP 161701	S122 on Plan G
Lot 26401 on SP 161701	S75 on Plan G
Lot 26402 on SP 161701	S88 on Plan G
Lot 26403 on SP 161701	S92 on Plan G
Lot 26404 on SP 161701	S101 on Plan G
Lot 26405 on SP 161701	S111 on Plan G
Lot 26406 on SP 161701	S97 on Plan G
Lot 26407 on SP 161701	S107 on Plan G
Lot 26501 on SP 161701	S76 on Plan G
Lot 26502 on SP 161701	S91 on Plan G
Lot 26503 on SP 161701	S90 on Plan G
Lot 26504 on SP 161701	S100 on Plan G
Lot 26505 on SP 161701	S110 on Plan G
Lot 26506 on SP 161701	S123 on Plan G
Lot 26507 on SP 161701	S106 on Plan G
Lot 26601 on SP 161701	S77 on Plan G
Lot 26602 on SP 161701	S87 on Plan G
Lot 26603 on SP 161701	S95 on Plan G
Lot 26604 on SP 161701	S99 on Plan G
Lot 26605 on SP 161701	S109 on Plan G
Lot 26606 on SP 161701	S108 on Plan G
Lot 26607 on SP 161701	S105 on Plan G
Lot 26701 on SP 161701	S78 on Plan G

Title Reference *50603002*

Lot 26702 on SP 161701	S82 on Plan G
Lot 26703 on SP 161701	S74 on Plan G
Lot 26704 on SP 161701	S98 on Plan G
Lot 26801 on SP 161701	S79 on Plan G
Lot 26802 on SP 161701	S84 on Plan G
Lot 27101 on SP 161701	S121 on Plan G
Lot 27102 on SP 161701	S135 on Plan G
Lot 27103 on SP 161701	S138 on Plan G
Lot 27104 on SP 161701	S143 on Plan G
Lot 27105 on SP 161701	S147 on Plan G
Lot 27201 on SP 161701	S120 on Plan G
Lot 27202 on SP 161701	S134 on Plan G
Lot 27203 on SP 161701	S137 on Plan G
Lot 27204 on SP 161701	S142 on Plan G
Lot 27205 on SP 161701	S146 on Plan G
Lot 27301 on SP 161701	S119 on Plan G
Lot 27302 on SP 161701	S133 on Plan G
Lot 27303 on SP 161701	S136 on Plan G
Lot 27304 on SP 161701	S141 on Plan G
Lot 27305 on SP 161701	S145 on Plan G
Lot 27401 on SP 161701	S118 on Plan G
Lot 27402 on SP 161701	S128 on Plan G
Lot 27403 on SP 161701	S150 on Plan G
Lot 27404 on SP 161701	S149 on Plan G
Lot 27405 on SP 161701	S140 on Plan G
Lot 27501 on SP 161701	S129 on Plan G
Lot 27502 on SP 161701	S127 on Plan G
Lot 27503 on SP 161701	S139 on Plan G
Lot 27504 on SP 161701	S148 on Plan G
Lot 27505 on SP 161701	S151 on Plan G
Lot 27601 on SP 161701	S117 on Plan G
Lot 27602 on SP 161701	S132 on Plan G
Lot 27603 on SP 161701	S144 on Plan G
Lot 27701 on SP 161701	S131 on Plan G
Lot 27702 on SP 161701	S130 on Plan G
Lot 28101 on SP 170435	S161 on Plan J
Lot 28102 on SP 170435	S180 on Plan J
Lot 28103 on SP 170435	S177 on Plan J
Lot 28104 on SP 170435	S209 on Plan J
Lot 28105 on SP 170435	S172 on Plan J
Lot 28106 on SP 170435	S166 on Plan J
Lot 28201 on SP 170435	S189 on Plan J
Lot 28202 on SP 170435	S181 on Plan J
Lot 28203 on SP 170435	S176 on Plan J
Lot 28204 on SP 170435	S188 on Plan J
Lot 28205 on SP 170435	S173 on Plan J
Lot 28206 on SP 170435	S169 on Plan J

Title Reference 50603002

Lot 28301 on SP 170435	S160 on Plan J
Lot 28302 on SP 170435	S182 on Plan J
Lot 28303 on SP 170435	S175 on Plan J
Lot 28304 on SP 170435	S186 on Plan J
Lot 28305 on SP 170435	S171 on Plan J
Lot 28306 on SP 170435	S165 on Plan J
Lot 28401 on SP 170435	S154 on Plan J
Lot 28402 on SP 170435	S183 on Plan J
Lot 28403 on SP 170435	S174 on Plan J
Lot 28404 on SP 170435	S162 on Plan J
Lot 28405 on SP 170435	S185 on Plan J
Lot 28406 on SP 170435	S170 on Plan J
Lot 28501 on SP 170435	S153 on Plan J
Lot 28502 on SP 170435	S184 on Plan J
Lot 28503 on SP 170435	S178 on Plan J
Lot 28504 on SP 170435	S155 on Plan J
Lot 28505 on SP 170435	S164 on Plan J
Lot 28506 on SP 170435	S158 on Plan J
Lot 28601 on SP 170435	S187 on Plan J
Lot 28602 on SP 170435	S179 on Plan J
Lot 28603 on SP 170435	S156 on Plan J
Lot 28604 on SP 170435	S157 on Plan J
Lot 28605 on SP 170435	S163 on Plan J
Lot 28701 on SP 170435	S168 on Plan J
Lot 28702 on SP 170435	S167 on Plan J

Lot on Plan Number	Exclusive Use of carpark space areas and storage space areas
Lot 26901 on SP 161701	154, 155 and 158 on Plan G
Lot 26902 on SP 161701	179, 180 and 182 on Plan G
Lot 27801 on SP 161701	275, 279 and 282 on Plan G
Lot 27802 on SP 161701	286, 290 and 294 on Plan G
Lot 28801 on SP 170435	364, 367 and 370 on Plan J
Lot 28901 on SP 170435	375, 384 and 385 on Plan J

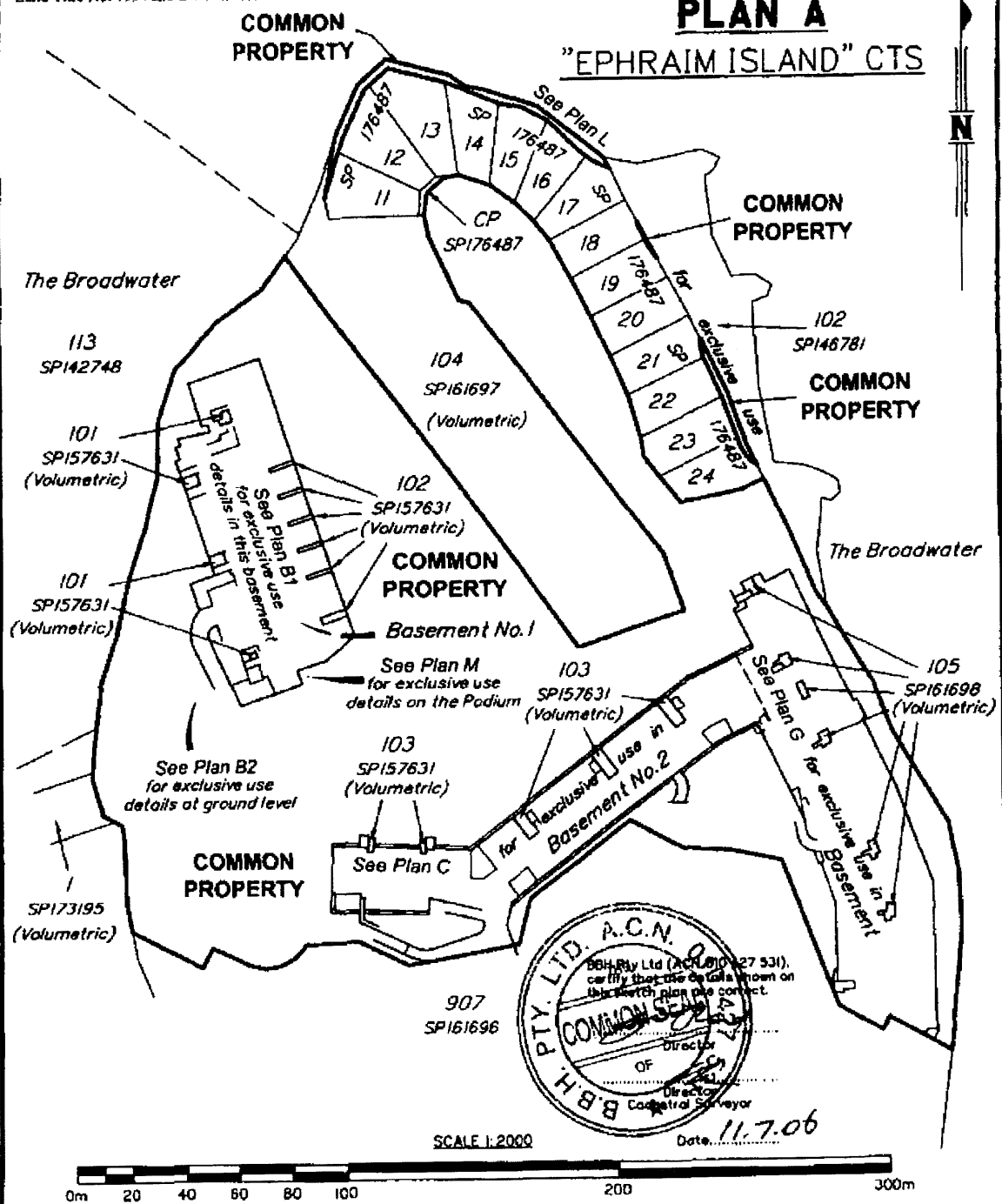
FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

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. Mandate of SP157631

Rev 'A' - Added reference to Plan C JSC 18/06/05
Rev 'B' - Added reference to Plan G MCH 28/2/06
Rev 'C' - Added SP161697 SS 12/4/06 Rev 'D' - Add SP176487 MCH 19/5/06

TITLE

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

Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

95 Upton Street,
Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202

BBH Pty. Ltd. A.C.N. 010 427 531
All mail to : PO Box 5021
G.C.M.C. Qld 9726
mail@bennettandbennett.com.au

21 Dreamworld Parkway,
Coopers
Ph (07) 5573 6177
Fax (07) 5529 4342

Drawn JSC	Surv'd GP	Auth	CLIENT MIRVAC P/L	
Parish BARROW	L/Book		Comp File 23248.*	
County WARD	Date 11/04/2005		Dwg File 22067EXC10_D	
Job Ref 02.067.30A	SCALE 1:2000		PLAN No. 43	Rev E



PLAN G

"Ephraim Island" CTS 33951

Sheet 1 of 4

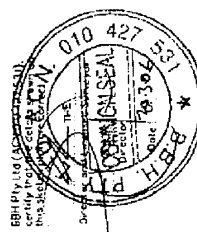


Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

BBH Pty Ltd ACN 010 427 531
All mail to: PO Box 9621 G.C.M.C. Ord 5726
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Bentley, Queensland 4108
Ph: (07) 5533 0733 Fax: (07) 5533 8177
Ph: (07) 5534 7800 Fax: (07) 5534 7802

Rev	Date
A	Amend planning & zone areas wide open plan 102-119-B3 JSC 12/07/2004
B	Add Dimensions JSC 12/07/2004
C	Amend zone areas MCH 14/11/06

NOTES
1 Drawn to Scale on A3 sheet
2 Community Titles Scheme "Ephraim Island" CTS 33951
3 Title Reference
4 Mension of SP 161698

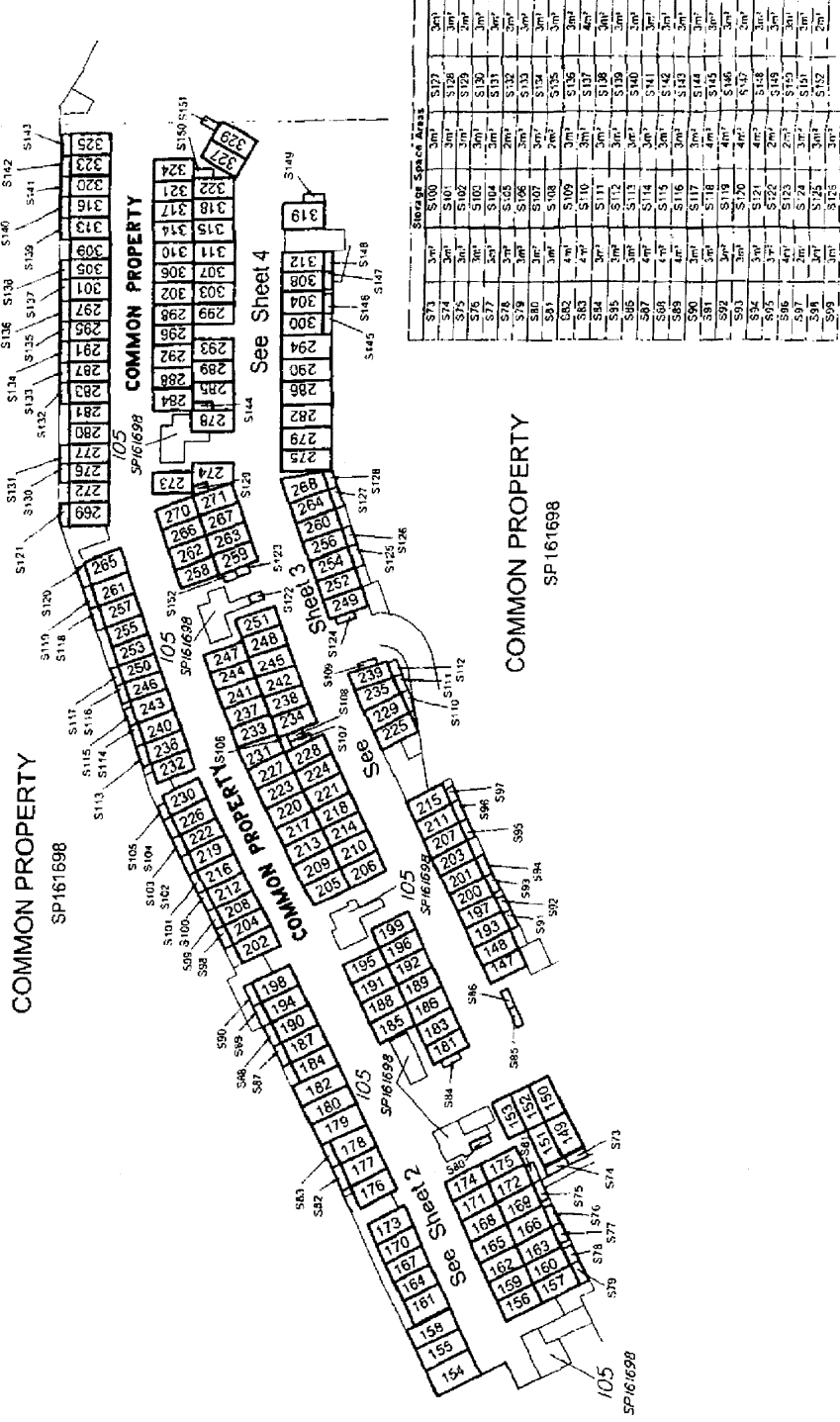


TITLE
Plan of Exclusive Use
Carparking Areas 147 - 325,
327 & 329
Storage Areas S73 - S152
in part of the Common Property
(Basement)

CLIENT Mirvac Qld, Ltd.
Drawn JSC
Survey JSC
Authorised JSC
Checked JSC
Date 5/03/03
SCALE 1:600
PLAN No. 26

Legend

- Denotes face of wall
- Denotes centre of wall
- Storage areas defined by metal walls



SCALE 1:600

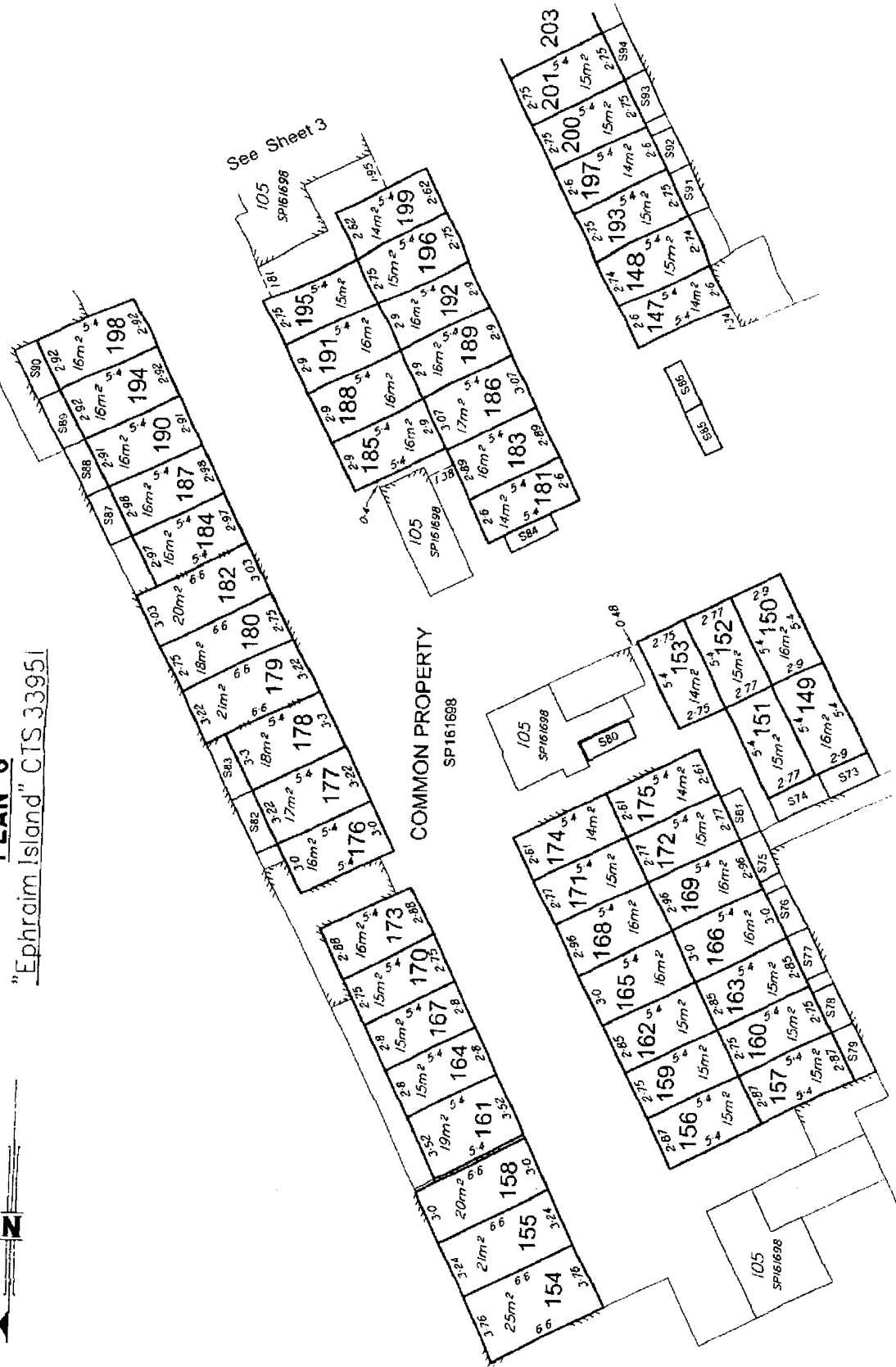




PLAN G

"Ephraim Island" CTS 33951

Sheet 2 of 4



See Plan C
for spaces 1-145

Scale 1:200



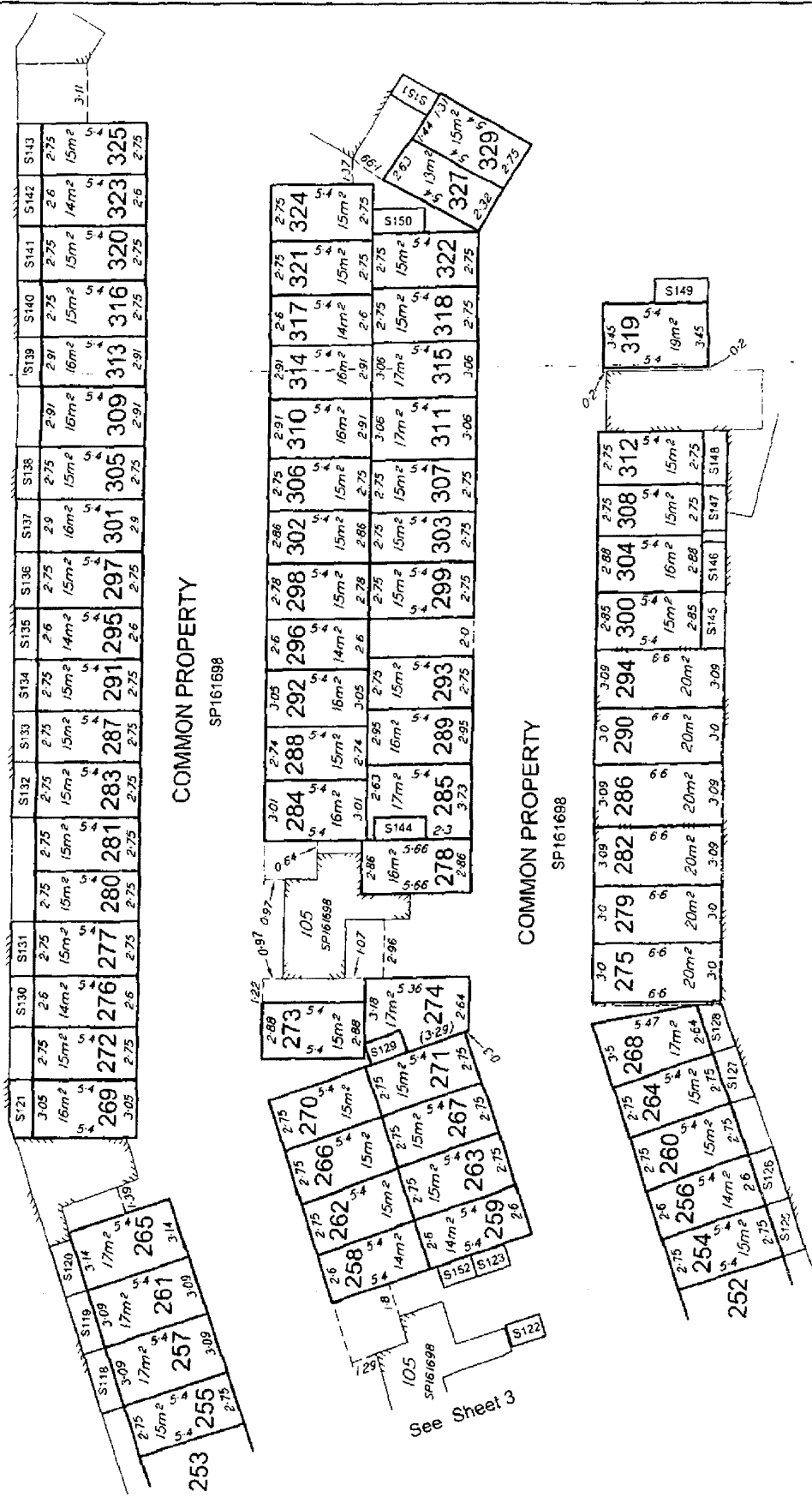
34
Sheet 4 of 4

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

SCHEDULE E
QUEENSLAND LAND REGISTRY

PLAN G

"Ephraim Island" CTS 33951



0 2 4 6 8 10

FORM 20 Version 1
Land Title Act 1994 and Land Act 1984

SCHEDULE E QUEENSLAND LAND REGISTRY

PLAN J
"Ephraim Island" CTS 33951

Bennett & Benn
Consulting Surveyors, Development Consultants
& Town Planners
88-91 Py. Ltd. A.C.N. 010 427 531
All mail to: PO Box 5021 G.C.M.C. Qld.
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Rev.	Description	Date
1	Minor arch. amend.	18/2
2	Minor arch. amend.	18/2
3	Scale & Final Survey	18/2

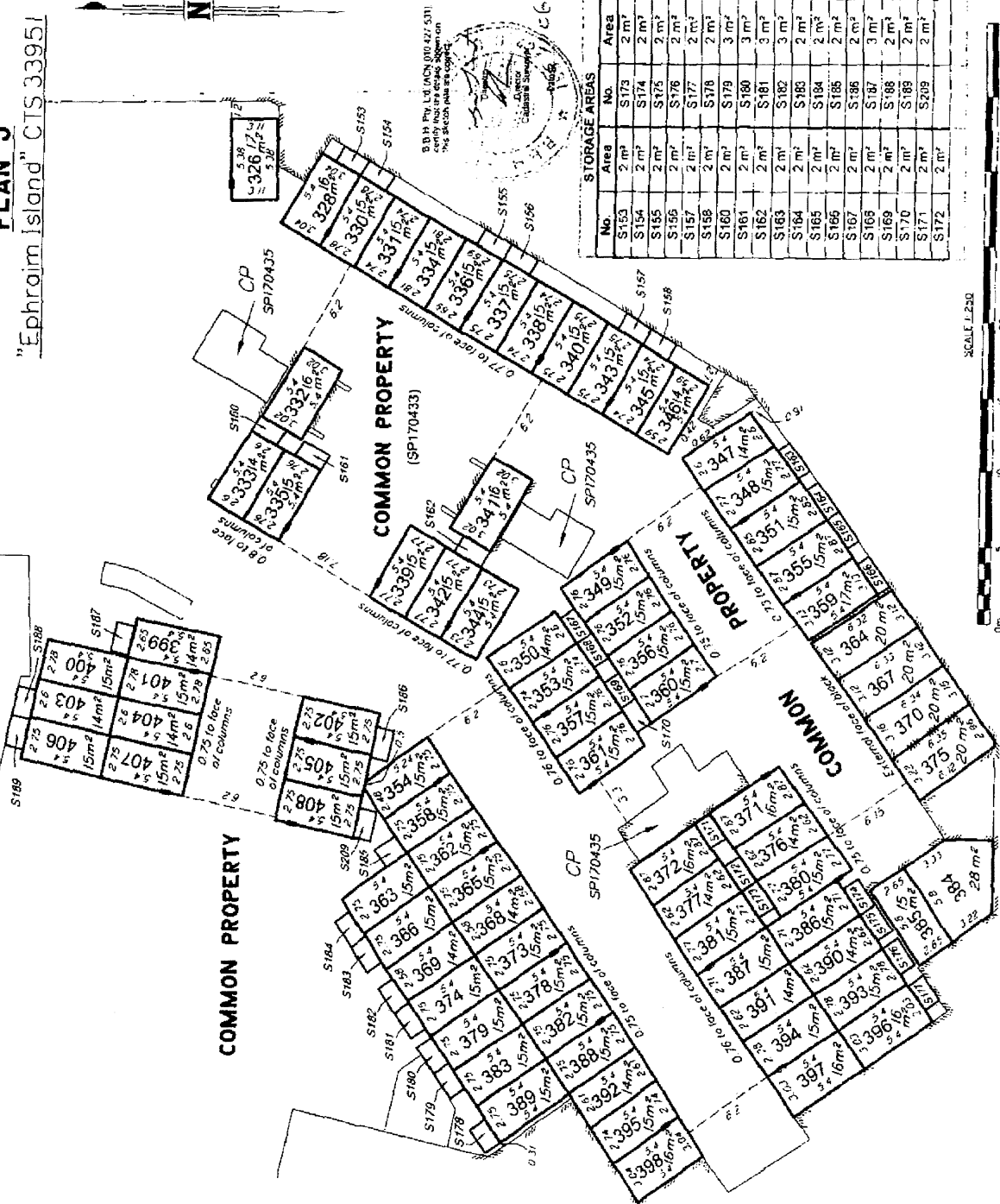
- NOTES
1. Down to Scale on A3 sheet
 2. Community Titles Scheme
 3. Title Reference
 4. Standard of SP 170435
 5. Storage Caps defined to meet walls

LEGEND
Face of Wall
Chimney
Structure columns

TITLE
Plan of Exclusive Use
Carparking Areas 326, 328
330-408 & Storage Areas
S153-S188, S180-S189 & S.
in part of the Common Proper
(Basement) "Ephraim Island"
CTS33951

CLIENT
Mirvac Qld. Ltd.
Drawn
Survey
Authentic
Librarian

Date
Scale
Drawing
Plan No.
Rev.



No.	Area	No.	Area
S153	2 m²	S173	2 m²
S154	2 m²	S174	2 m²
S155	2 m²	S175	2 m²
S156	2 m²	S176	2 m²
S157	2 m²	S177	2 m²
S158	2 m²	S178	2 m²
S159	2 m²	S179	3 m²
S160	2 m²	S180	3 m²
S161	2 m²	S181	3 m²
S162	2 m²	S182	3 m²
S163	2 m²	S183	2 m²
S164	2 m²	S184	2 m²
S165	2 m²	S185	2 m²
S166	2 m²	S186	2 m²
S167	2 m²	S187	3 m²
S168	2 m²	S188	2 m²
S169	2 m²	S189	2 m²
S170	2 m²	S209	2 m²
S171	2 m²	S210	2 m²
S172	2 m²		

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

2. Instrument/document being consented to

Instrument/document type New Community Management Statement

Dated 6 / 10 / 2008

Names of parties Mirvac Queensland Pty Limited ACN 060 411 207
Lewiac Land Pty Limited ACN 009 793 337

3. Instrument/document under which consent required

Instrument/document type Mortgage

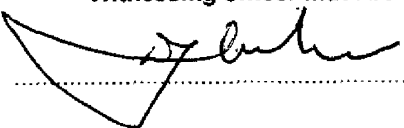
Dealing No. 710450830

Name of consenting party The Royal Bank of Scotland PLC ARBN 101 464 528

4. Execution by consenting party

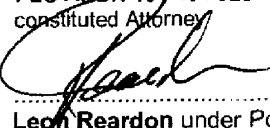
The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

 signature
Dugald John Anderson Marr full name
Solicitor qualification
Witnessing Officer

6 / 10 / 2008
Execution Date

THE ROYAL BANK OF SCOTLAND
PLC ARBN 101 464 528 by its duly
constituted Attorney


Leon Reardon under Power of
Attorney No. 711470413

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.

Title Reference 50603002

Description of Lot	County	Parish	Title Reference
Common Property for Ephraim Island - Subsidiary 105 Community Titles Scheme 35246	Ward	Barrow	50603002
Lot 26101 on SP 161701	Ward	Barrow	50603003
Lot 26102 on SP 161701	Ward	Barrow	50603004
Lot 26103 on SP 161701	Ward	Barrow	50603005
Lot 26104 on SP 161701	Ward	Barrow	50603006
Lot 26105 on SP 161701	Ward	Barrow	50603007
Lot 26106 on SP 161701	Ward	Barrow	50603008
Lot 26201 on SP 161701	Ward	Barrow	50603009
Lot 26202 on SP 161701	Ward	Barrow	50603010
Lot 26203 on SP 161701	Ward	Barrow	50603011
Lot 26204 on SP 161701	Ward	Barrow	50603012
Lot 26205 on SP 161701	Ward	Barrow	50603013
Lot 26206 on SP 161701	Ward	Barrow	50603014
Lot 26301 on SP 161701	Ward	Barrow	50603015
Lot 26302 on SP 161701	Ward	Barrow	50603016
Lot 26303 on SP 161701	Ward	Barrow	50603017
Lot 26304 on SP 161701	Ward	Barrow	50603018
Lot 26305 on SP 161701	Ward	Barrow	50603019
Lot 26306 on SP 161701	Ward	Barrow	50603020
Lot 26307 on SP 161701	Ward	Barrow	50603021
Lot 26401 on SP 161701	Ward	Barrow	50603022
Lot 26402 on SP 161701	Ward	Barrow	50603023
Lot 26403 on SP 161701	Ward	Barrow	50603024
Lot 26404 on SP 161701	Ward	Barrow	50603025
Lot 26405 on SP 161701	Ward	Barrow	50603026
Lot 26406 on SP 161701	Ward	Barrow	50603027
Lot 26407 on SP 161701	Ward	Barrow	50603028
Lot 26501 on SP 161701	Ward	Barrow	50603029
Lot 26502 on SP 161701	Ward	Barrow	50603030
Lot 26503 on SP 161701	Ward	Barrow	50603031
Lot 26504 on SP 161701	Ward	Barrow	50603032
Lot 26505 on SP 161701	Ward	Barrow	50603033
Lot 26506 on SP 161701	Ward	Barrow	50603034
Lot 26507 on SP 161701	Ward	Barrow	50603035
Lot 26601 on SP 161701	Ward	Barrow	50603036
Lot 26602 on SP 161701	Ward	Barrow	50603037
Lot 26603 on SP 161701	Ward	Barrow	50603038
Lot 26604 on SP 161701	Ward	Barrow	50603039
Lot 26605 on SP 161701	Ward	Barrow	50603040
Lot 26606 on SP 161701	Ward	Barrow	50603041
Lot 26607 on SP 161701	Ward	Barrow	50603042
Lot 26701 on SP 161701	Ward	Barrow	50603043

Title Reference 50603002

Description of Lot	County	Parish	Title Reference
Lot 26702 on SP 161701	Ward	Barrow	50603044
Lot 26703 on SP 161701	Ward	Barrow	50603045
Lot 26704 on SP 161701	Ward	Barrow	50603046
Lot 26801 on SP 161701	Ward	Barrow	50603047
Lot 26802 on SP 161701	Ward	Barrow	50603048
Lot 26901 on SP 161701	Ward	Barrow	50603049
Lot 26902 on SP 161701	Ward	Barrow	50603050
Lot 27101 on SP 161701	Ward	Barrow	50603051
Lot 27102 on SP 161701	Ward	Barrow	50603052
Lot 27103 on SP 161701	Ward	Barrow	50603053
Lot 27104 on SP 161701	Ward	Barrow	50603054
Lot 27105 on SP 161701	Ward	Barrow	50603055
Lot 27201 on SP 161701	Ward	Barrow	50603056
Lot 27202 on SP 161701	Ward	Barrow	50603057
Lot 27203 on SP 161701	Ward	Barrow	50603058
Lot 27204 on SP 161701	Ward	Barrow	50603059
Lot 27205 on SP 161701	Ward	Barrow	50603060
Lot 27301 on SP 161701	Ward	Barrow	50603061
Lot 27302 on SP 161701	Ward	Barrow	50603062
Lot 27303 on SP 161701	Ward	Barrow	50603063
Lot 27304 on SP 161701	Ward	Barrow	50603064
Lot 27305 on SP 161701	Ward	Barrow	50603065
Lot 27401 on SP 161701	Ward	Barrow	50603066
Lot 27402 on SP 161701	Ward	Barrow	50603067
Lot 27403 on SP 161701	Ward	Barrow	50603068
Lot 27404 on SP 161701	Ward	Barrow	50603069
Lot 27405 on SP 161701	Ward	Barrow	50603070
Lot 27501 on SP 161701	Ward	Barrow	50603071
Lot 27502 on SP 161701	Ward	Barrow	50603072
Lot 27503 on SP 161701	Ward	Barrow	50603073
Lot 27504 on SP 161701	Ward	Barrow	50603074
Lot 27505 on SP 161701	Ward	Barrow	50603075
Lot 27601 on SP 161701	Ward	Barrow	50603076
Lot 27602 on SP 161701	Ward	Barrow	50603077
Lot 27603 on SP 161701	Ward	Barrow	50603078
Lot 27701 on SP 161701	Ward	Barrow	50603079
Lot 27702 on SP 161701	Ward	Barrow	50603080
Lot 27801 on SP 161701	Ward	Barrow	50603081
Lot 27802 on SP 161701	Ward	Barrow	50603082
Lot 28101 on SP 170435	Ward	Barrow	
Lot 28102 on SP 170435	Ward	Barrow	
Lot 28103 on SP 170435	Ward	Barrow	
Lot 28104 on SP 170435	Ward	Barrow	
Lot 28105 on SP 170435	Ward	Barrow	
Lot 28106 on SP 170435	Ward	Barrow	

ENLARGED PANEL

Title Reference 50603002

Description of Lot	County	Parish	Title Reference
Lot 28201 on SP 170435	Ward	Barrow	
Lot 28202 on SP 170435	Ward	Barrow	
Lot 28203 on SP 170435	Ward	Barrow	
Lot 28204 on SP 170435	Ward	Barrow	
Lot 28205 on SP 170435	Ward	Barrow	
Lot 28206 on SP 170435	Ward	Barrow	
Lot 28301 on SP 170435	Ward	Barrow	
Lot 28302 on SP 170435	Ward	Barrow	
Lot 28303 on SP 170435	Ward	Barrow	
Lot 28304 on SP 170435	Ward	Barrow	
Lot 28305 on SP 170435	Ward	Barrow	
Lot 28306 on SP 170435	Ward	Barrow	
Lot 28401 on SP 170435	Ward	Barrow	
Lot 28402 on SP 170435	Ward	Barrow	
Lot 28403 on SP 170435	Ward	Barrow	
Lot 28404 on SP 170435	Ward	Barrow	
Lot 28405 on SP 170435	Ward	Barrow	
Lot 28406 on SP 170435	Ward	Barrow	
Lot 28501 on SP 170435	Ward	Barrow	
Lot 28502 on SP 170435	Ward	Barrow	
Lot 28503 on SP 170435	Ward	Barrow	
Lot 28504 on SP 170435	Ward	Barrow	
Lot 28505 on SP 170435	Ward	Barrow	
Lot 28506 on SP 170435	Ward	Barrow	
Lot 28601 on SP 170435	Ward	Barrow	
Lot 28602 on SP 170435	Ward	Barrow	
Lot 28603 on SP 170435	Ward	Barrow	
Lot 28604 on SP 170435	Ward	Barrow	
Lot 28605 on SP 170435	Ward	Barrow	
Lot 28701 on SP 170435	Ward	Barrow	
Lot 28702 on SP 170435	Ward	Barrow	
Lot 28801 on SP 170435	Ward	Barrow	
Lot 28901 on SP 170435	Ward	Barrow	