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Duty Imprint

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20/09/2017 12:39

BE 470

1. Nature of request

To record a new Community Management Statement
for the Body Corporate for Ephraim Island -
Subsidiary 106 Community Titles Scheme 36463

Lodger (Name, address, E-mail & phone number)

CTS Management
9 Gardner Place
Milton QLD 4066
info@ctsm.com.au
33676889

**Lodger
Code****2. Lot on Plan Description**

Common Property for Ephraim Island - Subsidiary 106 Community Title Scheme 36463

Title Reference

50648991

3. Registered Proprietor/State Lessee

Body Corporate for Ephraim Island - Subsidiary 106 Community Titles Scheme 36463

4. Interest

Not Applicable

5. Applicant

Body Corporate for Ephraim Island - Subsidiary 106 Community Title Scheme 36463

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C
recorded as the new Community Management Statement for the Body Corporate for the Ephraim
Island - Subsidiary 106 Community Titles Scheme 36463

7. Execution by applicant15/9/17
Execution Date
Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED
WITH A FORM 14 GENERAL REQUEST
CASE OF A NEW STATEMENT MUST
WITHIN THREE (3) MONTHS OF THE
CONSENT BY THE BODY CORPORATE

36463

Office use only
CMS LABEL NUMBER

st

eme Land

- | | |
|---|--|
| 1. Name of community titles scheme
Ephraim Island - Subsidiary 106 Community Titles Scheme 36463 | 2. Regulation module
Body Corporate and Community Management (Accommodation Module) Regulation 1997 |
| 3. Name of Body Corporate
Body Corporate for Ephraim Island - Subsidiary 106 Community Titles Scheme 36463 | |
| 4. Scheme land
Lot on Plan Description County Parish Title Reference
See Enlarged Panel | |
| 5. *Name and address of original owner
Not Applicable | 6. Reference to plan lodged with this statement
Not Applicable |

first community management statement only

7. Local Government community management statement notation

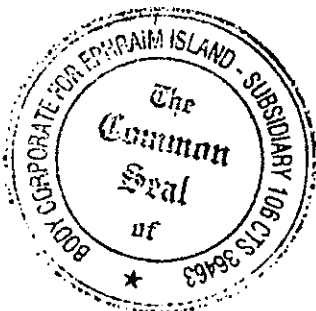
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

signed

name and designation

name of Local Government

8. Execution by original owner/Consent of Body Corporate



15 / 9 / 17
Execution Date

Name: James Higgins
Chairperson/Secretary

*Execution
Chairman

Name: Rodney Smith
Committee Member

*Execution
Secretary

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

Privacy Statement

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of Scheme Land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

Ephraim Island – Subsidiary 106 Community Titles Scheme 36463

2. Regulation module

Body Corporate and Community Management (Accommodation Module) Regulation 1997

3. Name of Body Corporate

Body Corporate for Ephraim Island – Subsidiary 106 Community Titles Scheme 36463

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. Local Government community management statement notation

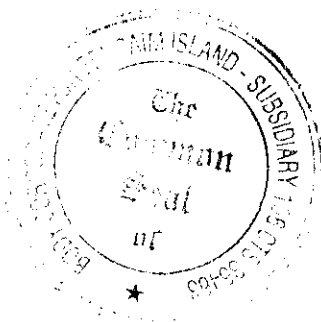
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

.....signed

.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of Body Corporate



15 / 9 / 17
Execution Date

.....
Name: James Higgins Chairman
Chairperson/Secretary

.....
Name: Rodney Smith Secretary
Committee Member

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

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Title Reference [50648991]

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property for Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	Ward	Barrow	50648991
Lot 29101 on SP 170436	Ward	Barrow	50648992
Lot 29102 on SP 170436	Ward	Barrow	50648993
Lot 29103 on SP 170436	Ward	Barrow	50648994
Lot 29104 on SP 170436	Ward	Barrow	50648995 50648995
Lot 29105 on SP 170436	Ward	Barrow	50648996
Lot 29106 on SP 170436	Ward	Barrow	50648997
Lot 29201 on SP 170436	Ward	Barrow	50648998
Lot 29202 on SP 170436	Ward	Barrow	50648999
Lot 20203 on SP 170436	Ward	Barrow	50649000
Lot 29204 on SP 170436	Ward	Barrow	50649001
Lot 29205 on SP 170436	Ward	Barrow	50649002
Lot 29206 on SP 170436	Ward	Barrow	50649003
Lot 29301 on SP 170436	Ward	Barrow	50649004
Lot 29302 on SP 170436	Ward	Barrow	50649005
Lot 29303 on SP 170436	Ward	Barrow	50649006
Lot 29304 on SP 170436	Ward	Barrow	50649007
Lot 29305 on SP 170436	Ward	Barrow	50649008
Lot 29306 on SP 170436	Ward	Barrow	50649009
Lot 29401 on SP 170436	Ward	Barrow	50649010
Lot 29402 on SP 170436	Ward	Barrow	50649011
Lot 29403 on SP 170436	Ward	Barrow	50649012
Lot 29404 on SP 170436	Ward	Barrow	50649013
Lot 29405 on SP 170436	Ward	Barrow	50649014
Lot 29406 on SP 170436	Ward	Barrow	50649015
Lot 29501 on SP 170436	Ward	Barrow	50649016
Lot 29502 on SP 170436	Ward	Barrow	50649017
Lot 29503 on SP 170436	Ward	Barrow	50649018
Lot 29504 on SP 170436	Ward	Barrow	50649019
Lot 29505 on SP 170436	Ward	Barrow	50649020
Lot 29506 on SP 170436	Ward	Barrow	50649021

ENLARGED PANEL

Title Reference [50648991]

Description of Lot	County	Parish	Title Reference
Lot 29601 on SP 170436	Ward	Barrow	50649022
Lot 29602 on SP 170436	Ward	Barrow	50649023
Lot 29603 on SP 170436	Ward	Barrow	50649024
Lot 29604 on SP 170436	Ward	Barrow	50649025
Lot 29605 on SP 170436	Ward	Barrow	50649026
Lot 29701 on SP 170436	Ward	Barrow	50649027
Lot 29702 on SP 170436	Ward	Barrow	50649028
Lot 29801 on SP 170436	Ward	Barrow	50649029
Lot 29802 on SP 170436	Ward	Barrow	50649030
Lot 30101 on SP 199719	Ward	Barrow	50710065
Lot 30102 on SP 199719	Ward	Barrow	50710066
Lot 30103 on SP 199719	Ward	Barrow	50710067
Lot 30104 on SP 199719	Ward	Barrow	50710068
Lot 30201 on SP 199719	Ward	Barrow	50710069
Lot 30202 on SP 199719	Ward	Barrow	50710070
Lot 30203 on SP 199719	Ward	Barrow	50710071
Lot 30204 on SP 199719	Ward	Barrow	50710072
Lot 30301 on SP 199719	Ward	Barrow	50710073
Lot 30302 on SP 199719	Ward	Barrow	50710074
Lot 30303 on SP 199719	Ward	Barrow	50710075
Lot 30304 on SP 199719	Ward	Barrow	50710076
Lot 30401 on SP 199719	Ward	Barrow	50710077
Lot 30402 on SP 199719	Ward	Barrow	50710078
Lot 30403 on SP 199719	Ward	Barrow	50710079
Lot 30404 on SP 199719	Ward	Barrow	50710080
Lot 30501 on SP 199719	Ward	Barrow	50710081
Lot 30502 on SP 199719	Ward	Barrow	50710082
Lot 30503 on SP 199719	Ward	Barrow	50710083
Lot 30504 on SP 199719	Ward	Barrow	50710084
Lot 30601 on SP 199719	Ward	Barrow	50710085
Lot 30602 on SP 199719	Ward	Barrow	50710086
Lot 30603 on SP 199719	Ward	Barrow	50710087

ENLARGED PANEL

Title Reference [50648991]

Description of Lot	County	Parish	Title Reference
Lot 30701 on SP 199719	Ward	Barrow	50710088
Lot 30702 on SP 199719	Ward	Barrow	50710089
Lot 30801 on SP 199719	Ward	Barrow	50710090
Lot 31101 on SP 199720	Ward	Barrow	50710093
Lot 31102 on SP 199720	Ward	Barrow	50710094
Lot 31103 on SP 199720	Ward	Barrow	50710095
Lot 31104 on SP 199720	Ward	Barrow	50710096
Lot 31105 on SP 199720	Ward	Barrow	50710097
Lot 31106 on SP 199720	Ward	Barrow	50710098
Lot 31201 on SP 199720	Ward	Barrow	50710099
Lot 31202 on SP 199720	Ward	Barrow	50710100
Lot 31203 on SP 199720	Ward	Barrow	50710101
Lot 31204 on SP 199720	Ward	Barrow	50710102
Lot 31205 on SP 199720	Ward	Barrow	50710103
Lot 31206 on SP 199720	Ward	Barrow	50710104
Lot 31301 on SP 199720	Ward	Barrow	50710105
Lot 31302 on SP 199720	Ward	Barrow	50710106
Lot 31303 on SP 199720	Ward	Barrow	50710107
Lot 31304 on SP 199720	Ward	Barrow	50710108
Lot 31305 on SP 199720	Ward	Barrow	50710109
Lot 31306 on SP 199720	Ward	Barrow	50710110
Lot 31401 on SP 199720	Ward	Barrow	50710111
Lot 31402 on SP 199720	Ward	Barrow	50710112
Lot 31403 on SP 199720	Ward	Barrow	50710113
Lot 31404 on SP 199720	Ward	Barrow	50710114
Lot 31405 on SP 199720	Ward	Barrow	50710115
Lot 31406 on SP 199720	Ward	Barrow	50710116
Lot 31501 on SP 199720	Ward	Barrow	50710117
Lot 31502 on SP 199720	Ward	Barrow	50710118
Lot 31503 on SP 199720	Ward	Barrow	50710119
Lot 31504 on SP 199720	Ward	Barrow	50710120
Lot 31505 on SP 199720	Ward	Barrow	50710121

ENLARGED PANEL

Title Reference [50648991]

Description of Lot	County	Parish	Title Reference
Lot 31506 on SP 199720	Ward	Barrow	50710122
Lot 31601 on SP 199720	Ward	Barrow	50710123
Lot 31602 on SP 199720	Ward	Barrow	50710124
Lot 31701 on SP 199720	Ward	Barrow	50710125
Lot 31702 on SP 199720	Ward	Barrow	50710126
Lot 31801 on SP 199720	Ward	Barrow	50710127

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 29101 on SP 170436	740	1381
Lot 29102 on SP 170436	670	831
Lot 29103 on SP 170436	670	913
Lot 29104 on SP 170436	670	831
Lot 29105 on SP 170436	670	831
Lot 29106 on SP 170436	740	1353
Lot 29201 on SP 170436	770	1408
Lot 29202 on SP 170436	700	913
Lot 20203 on SP 170436	700	913
Lot 29204 on SP 170436	700	913
Lot 29205 on SP 170436	700	913
Lot 29206 on SP 170436	770	1381
Lot 29301 on SP 170436	800	1463
Lot 29302 on SP 170436	730	974
Lot 29303 on SP 170436	730	974
Lot 29304 on SP 170436	730	974
Lot 29305 on SP 170436	730	974
Lot 29306 on SP 170436	800	1436
Lot 29401 on SP 170436	830	1491
Lot 29402 on SP 170436	760	1001
Lot 29403 on SP 170436	760	1001
Lot 29404 on SP 170436	760	1001
Lot 29405 on SP 170436	760	1001
Lot 29406 on SP 170436	860	1546
Lot 29501 on SP 170436	900	1870
Lot 29502 on SP 170436	790	1056
Lot 29503 on SP 170436	790	1056
Lot 29504 on SP 170436	790	1056
Lot 29505 on SP 170436	790	1056
Lot 29506 on SP 170436	910	1870
Lot 29601 on SP 170436	940	1937
Lot 29602 on SP 170436	820	1056

Lot on Plan	Contribution	Interest
Lot 29603 on SP 170436	820	1056
Lot 29604 on SP 170436	820	1056
Lot 29605 on SP 170436	1100	2305
Lot 29701 on SP 170436	1100	2365
Lot 29702 on SP 170436	1100	2365
Lot 29801 on SP 170436	1250	2805
Lot 29802 on SP 170436	1250	2805
Lot 30101 on SP 199719	740	1381
Lot 30102 on SP 199719	670	831
Lot 30103 on SP 199719	670	831
Lot 30104 on SP 199719	740	1353
Lot 30201 on SP 199719	770	1408
Lot 30202 on SP 199719	700	913
Lot 30203 on SP 199719	700	913
Lot 30204 on SP 199719	770	1381
Lot 30301 on SP 199719	800	1463
Lot 30302 on SP 199719	730	974
Lot 30303 on SP 199719	730	974
Lot 30304 on SP 199719	800	1436
Lot 30401 on SP 199719	830	1491
Lot 30402 on SP 199719	760	1001
Lot 30403 on SP 199719	760	1001
Lot 30404 on SP 199719	860	1546
Lot 30501 on SP 199719	900	1870
Lot 30502 on SP 199719	790	1056
Lot 30503 on SP 199719	790	1056
Lot 30504 on SP 199719	910	1807
Lot 30601 on SP 199719	940	1937
Lot 30602 on SP 199719	820	1056
Lot 30603 on SP 199719	1100	2305
Lot 30701 on SP 199719	1250	2805
Lot 30702 on SP 199719	1170	2365

Lot on Plan	Contribution	Interest
Lot 30801 on SP 199719	1250	2805
Lot 31101 on SP 199720	700	913
Lot 31102 on SP 199720	700	913
Lot 31103 on SP 199720	700	913
Lot 31104 on SP 199720	700	913
Lot 31105 on SP 199720	700	913
Lot 31106 on SP 199720	740	1381
Lot 31201 on SP 199720	770	1408
Lot 31202 on SP 199720	700	913
Lot 31203 on SP 199720	770	1381
Lot 31204 on SP 199720	700	913
Lot 31205 on SP 199720	770	1381
Lot 31206 on SP 199720	770	1408
Lot 31301 on SP 199720	800	1463
Lot 31302 on SP 199720	730	974
Lot 31303 on SP 199720	800	1436
Lot 31304 on SP 199720	730	974
Lot 31305 on SP 199720	800	1436
Lot 31306 on SP 199720	800	1463

Lot on Plan	Contribution	Interest
Lot 31401 on SP 199720	830	1546
Lot 31402 on SP 199720	760	1001
Lot 31403 on SP 199720	830	1491
Lot 31404 on SP 199720	760	1001
Lot 31405 on SP 199720	830	1491
Lot 31406 on SP 199720	860	1546
Lot 31501 on SP 199720	900	1870
Lot 31502 on SP 199720	790	1056
Lot 31503 on SP 199720	900	1807
Lot 31504 on SP 199720	790	1056
Lot 31505 on SP 199720	900	1807
Lot 31506 on SP 199720	910	1870
Lot 31601 on SP 199720	1100	2305
Lot 31602 on SP 199720	1100	2305
Lot 31701 on SP 199720	1100	2365
Lot 31702 on SP 199720	1100	2365
Lot 31801 on SP 199720	1280	3575
TOTALS	82990	141643

Contribution and Schedule of Lot Entitlement

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s.48 of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been allocated having regard to:

- (a) the structure of the scheme;
- (b) the nature, features and characteristics of the lots in the scheme; and
- (c) the purpose for which the lots are used.

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

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

Structure of the Scheme

The scheme is a Subsidiary Scheme within a layered scheme arrangement. Most of the common facilities (swimming pool, BBQ area, gymnasium) are part of the principal scheme. This scheme is liable to contribute to the maintenance of the common property of the principal scheme in accordance with the contribution schedule in the

principal scheme's CMS. In allocating the contribution schedule lot entitlements for the lots in the subsidiary bodies corporate the original owner determined that no adjustment should be made to the lot entitlements on account of the costs payable to the principal Body Corporate. That is, all lots should contribute equally to these costs.

Nature, Feature and Characteristics of the Lots in the Scheme

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

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

The Purpose for which the Lots are used

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

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

Staging of Development of Scheme Land

2. It is intended for the development of the Scheme Land to occur in two or more stages as a progressive subdivision. It will not be a layered scheme.
3. The Second Stage ('Stage 2') will be effected by the registration of a survey plan creating further lots for residential use and further common property. The further lots and further common property will form part of the then existing Community Titles Scheme. The Accommodation Regulation Module will apply to those further lots and the further common property.
4. Stage 2 and any submissions stages will comprise approximately 61 lots and additional common property. The contribution schedule lot entitlements and the interest schedule lot entitlements in respect of the Stage 2 lots will be determined using the method set out in Item 10 of this Schedule B.
5. The lots in this Stage will be located on the Scheme Land generally as indicated on the **attached** Concept Plan marked 'A'. The Concept Plan represents an indicative development plan of the Scheme Land only. The plan is not intended to accurately specify the location of any building or lots on the Scheme Land.
6. Stage 2 and any subsequent stages requires the inclusion of the Additional Land in the Scheme Land. 'Additional Land' means the land described as Lot 913 on standard format plan SP 199716. The Additional Land will be developed to create the balance of the residential apartment lots in the Scheme Land and Scheme Land Common Property as well as Principal Scheme Common Property.
7. Despite anything else in this Schedule B:
 - (a) the number of stages; and
 - (b) the number of lots in any stage,
 may alter depending on market conditions or demand or other matters.
8. The development will proceed in stages which may extend over a period greater than 12 months from the date the First Community Management Statement is recorded. If that occurs it is proposed that a new By-law in identical terms to By-laws 45, 46 and 47 will be passed so that the allocations of exclusive use areas may continue after the 12 month period.

9. The Body Corporate and owners of lots agree to give their consent to the recording of any new Community Management Statement(s) required to facilitate the development of the Scheme Land as referred to in Schedule B by the original owner.

Contribution and Schedule Lot Entitlement

10. The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s.48 of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been allocated having regard to:
- (a) the structure of the scheme;
 - (b) the nature, features and characteristics of the lots in the scheme; and
 - (c) the purpose for which the lots are used.

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

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

Structure of the Scheme

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

Nature, Feature and Characteristics of the Lots in the Scheme

12. The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lots places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:
- (a) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra-large external surface area.
 - (b) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.

The Purpose for which the Lots are used

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

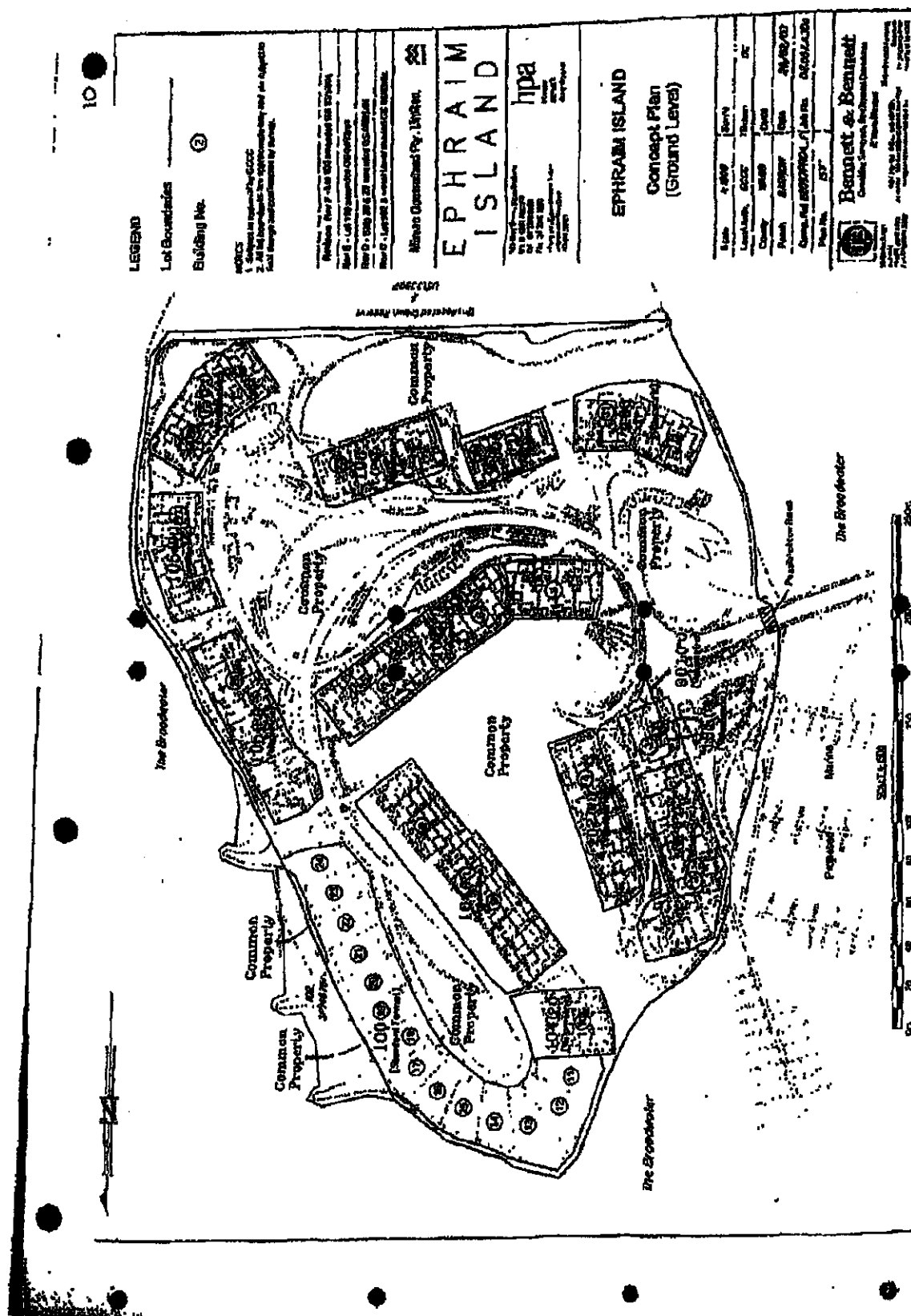
Developer's Management Lot

14. Lot 913 on SP 199716 is to be included as a Developer's Management Lot in Ephraim Island – Subsidiary 106 Community Titles Scheme and will be subdivided in future to form the balance of the lots and common property in Ephraim Island – Subsidiary 106 Community Titles Scheme with the balance of land to eventually form part of the Principal Body Corporate Common Property.

ATTACHMENT 'A'

Concept Plan

(See Schedule B clause 5)



SCHEDULE C	BY-LAWS
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In addition to the Principal Scheme By-Laws, the following By-laws apply to the Scheme.

1 BY-LAW 1 – NOISE

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

2 BY-LAW 2 – VEHICLES

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

3 BY-LAW 3 – OBSTRUCTION

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

4 BY-LAW 4 – PLANTS AND GARDENS

4.1. No removal

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

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

The Body Corporate may cancel the approval by giving seven 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 an Ephraim Island Body Corporate approved variety.

5 BY-LAW 5 – DAMAGE TO COMMON PROPERTY

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

6 BY-LAW 6 – BEHAVIOUR OF INVITEES

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

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

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

8 BY-LAW 8 – APPEARANCE OF BUILDING

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

9 BY-LAW 9 – STORAGE OF FLAMMABLE LIQUIDS ETC

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

10 BY-LAW 10 – GARBAGE DISPOSAL

An Owner or Occupier of a Lot shall:-

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

An Owner or Occupier of a Lot shall not place any object or item in the garbage chutes or in the general vicinity of the garbage chutes located at each lift core in the Building which is inappropriate or which might break or shatter or cause damage or injury in the garbage chutes or at the collection points in the basement of the Building. Any damage or blockage resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

11 BY-LAW 11 – PETS AND ANIMALS

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

- a does not disturb others;
- b is a domesticated pet;
- c is toilet trained;
- d that the animal is carried whilst on any common property of a Subsidiary Scheme other than common property to which the Owner or Occupier of the Lot has an exclusive use right;
- e subject to paragraph 11.1g that cats are kept indoors;
- f that the pet wears an identification tag clearly showing the owner's address and phone number; and
- g that the pet or other animal is kept clean, quiet and controlled at all times whilst in the Lot and on a leash when on the common property.

11.2. If challenged, the Owner or Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in By-Law 11.1.

11.3. Subject to By-Law 11.1, the Owner or Occupier must not, without the Ephraim Island Body Corporate's written approval:-

- a bring an animal onto, or keep an animal on, a Lot or the common property; or
- b permit an invitee to bring an animal onto, or keep an animal on, the Lot or the common property.

11.4. Subject to By-Law 11.1, each Owner or Occupier must obtain the Ephraim Island Body Corporate's written approval before bringing, or permitting a guest to bring, an animal onto a Lot or the common property.

11.5. The Ephraim Island Body Corporate may order an animal to be removed from the Ephraim Island Land if the animal does not meet all or is in breach of any of the criteria set out in By-Law 11.1.

11.6. Any pet or other animal found running loose on the common property may be detained by the Ephraim Island Body Corporate and such pet or other animal will only be released to its owner upon payment to the Ephraim Island Body Corporate of a handling charge of \$50 or such other amount as the Ephraim Island Body Corporate may from time to time determine.

11.7. The Owner or Occupier must clean up after the Owner or Occupier's pet.

12 BY-LAW 12 – AERIALS

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

13 BY-LAW 13 – STRUCTURAL ALTERATIONS

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

14 BY-LAW 14 – TRADESMEN

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

15 BY-LAW 15 – INTERIOR

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

16 BY-LAW 16 – DELETED INTENTIONALLY

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 wastepipes 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, wastepipes and drains from misuse or negligence shall be borne by the relevant Owner, whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

19 BY-LAW 19 – DAMAGE TO SERVICES

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

20 BY-LAW 20 – VERMIN

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

21 BY-LAW 21 – INFECTIOUS DISEASES

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

22 BY-LAW 22 – INSURANCE

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

23 BY-LAW 23 – SOUND

- a All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers of Lots;
- b An Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night.
- c The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00 pm to 8.00 am 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 10.00 pm to 8.00 am.
- e Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 am to 10.00 pm. 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 request guests leaving after 11.00 pm to leave quietly and quietness shall be observed when an Owner or Occupier of a Lot returns to the Building after 10.00 pm and before 7.00 am.
- b In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimise the annoyance to other Owners or Occupiers of Lots including closing all doors, windows and curtains of the Lot;
- c Owners and Occupiers acknowledge that the Restaurant and Kiosk Lot shall be used as a restaurant and kiosk and that they will not make any claim for nuisance or disturbance in relation to such use and shall not object to such use as long as the Owner or Occupier of the Restaurant and Kiosk Lot complies with the terms of the Principal Scheme By-laws.

25 BY-LAW 25 – REMOVALS

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

26 BY-LAW 26 – SECURITY

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

27 BY-LAW 27 – DELETED INTENTIONALLY

28 BY-LAW 28 – COPIES

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

29 BY-LAW 29 – COMPLIANCE

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

30 BY-LAW 30 – RECOVERY

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

31 BY-LAW 31 – SALES

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

32 BY-LAW 32 – THROWING OBJECTS

An Owner or Occupier of a Lot shall not throw or allow to fall or permit to 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 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 55 dB under relevant Building Code Regulations and is suitably acoustically treated and so the floor remains structurally sound;
- b interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55 dB 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 9.00 am to 4.00 pm Monday to Friday.

35.3. The minimum field impact isolation control of 55 dB 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;
- 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 express 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 (i.e. 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 service 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 deem fit;
- d Where the residential building caretaker is also the manager, caretaker or letting agent of the Ephraim Island Community Titles Scheme and its subsidiary schemes, the Caretaker's Lot may also be used by the residential building caretaker for the purpose of conducting such services for the benefit of the Ephraim Island Community Titles Scheme and its subsidiary schemes.
- e The Original Owner may, in accordance with By-Law 31, use any Lot(s) of which it is registered Owner as a display Lot(s) and/or sales office.

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

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 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 or Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- e The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- f The Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- g The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- h In respect of an account which has been rendered pursuant to these By-Laws, then an 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

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

46 BY-LAW 46 – CAR PARK SPACE - EXCLUSIVE USE

- 46.1. The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the car park 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 car park 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 car park spaces allocated to the various Owners from time to time.
- 46.3. The Body Corporate shall clean and maintain the exclusive use area.

47 BY-LAW 47 – STORAGE SPACE – EXCLUSIVE USE

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

'Lot' means a lot in the Scheme.

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

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

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

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

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

49.4. Severability

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

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

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

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The following lots are each subject to the five Statutory Easements set out below:

Affected Lot		Type of Statutory Easement
Lot 29101 on SP 170436	Lot 29702 on SP 170436	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</i> 1994).
Lot 29102 on SP 170436	Lot 29801 on SP 170436	
Lot 29103 on SP 170436	Lot 29802 on SP 170436	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</i> 1994).
Lot 29104 on SP 170436	Lot 30101 on SP 199719	
Lot 29105 on SP 170436	Lot 30102 on SP 199719	
Lot 29106 on SP 170436	Lot 30103 on SP 199719	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</i> 1994).
Lot 29201 on SP 170436	Lot 30104 on SP 199719	
Lot 29202 on SP 170436	Lot 30201 on SP 199719	
Lot 29203 on SP 170436	Lot 30202 on SP 199719	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</i> 1994).
Lot 29204 on SP 170436	Lot 30203 on SP 199719	
Lot 29205 on SP 170436	Lot 30204 on SP 199719	
Lot 29206 on SP 170436	Lot 30301 on SP 199719	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</i> 1994).
Lot 29301 on SP 170436	Lot 30302 on SP 199719	
Lot 29302 on SP 170436	Lot 30303 on SP 199719	
Lot 29303 on SP 170436	Lot 30304 on SP 199719	
Lot 29304 on SP 170436	Lot 30401 on SP 199719	
Lot 29305 on SP 170436	Lot 30402 on SP 199719	
Lot 29306 on SP 170436	Lot 30403 on SP 199719	
Lot 29401 on SP 170436	Lot 30404 on SP 199719	
Lot 29402 on SP 170436	Lot 30501 on SP 199719	
Lot 29403 on SP 170436	Lot 30502 on SP 199719	
Lot 29404 on SP 170436	Lot 30503 on SP 199719	
Lot 29405 on SP 170436	Lot 30504 on SP 199719	
Lot 29406 on SP 170436	Lot 30601 on SP 199719	
Lot 29501 on SP 170436	Lot 30602 on SP 199719	
Lot 29502 on SP 170436	Lot 30701 on SP 199719	
Lot 29503 on SP 170436	Lot 30702 on SP 199719	
Lot 29504 on SP 170436	Lot 30801 on SP 199719	
Lot 29505 on SP 170436	Lot 31101 on SP 199720	
Lot 29506 on SP 170436	Lot 31102 on SP 199720	
Lot 29601 on SP 170436	Lot 31103 on SP 199720	
Lot 29602 on SP 170436	Lot 31104 on SP 199720	
Lot 29605 on SP 170436	Lot 31105 on SP 199720	
Lot 29701 on SP 170436	Lot 31106 on SP 199720	

Affected Lot		Type of Statutory Easement
Lot 31201 on SP 199720	Lot 31406 on SP 199720	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</i> 1994).
Lot 31202 on SP 199720	Lot 31501 on SP 199720	
Lot 31303 on SP 199720	Lot 31502 on SP 199720	
Lot 31204 on SP 199720	Lot 31503 on SP 199720	
Lot 31205 on SP 199720	Lot 31504 on SP 199720	
Lot 31206 on SP 199720	Lot 31505 on SP 199720	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</i> 1994).
Lot 31301 on SP 199720	Lot 31506 on SP 199720	
Lot 31302 on SP 199720	Lot 31601 on SP 199720	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</i> 1994).
Lot 31303 on SP 199720	Lot 31602 on SP 199720	
Lot 31304 on SP 199720	Lot 31701 on SP 199720	
Lot 31305 on SP 199720	Lot 31702 on SP 199720	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</i> 1994).
Lot 31306 on SP 199720	Lot 31801 on SP 199720	
Lot 31401 on SP 199720	Lot 29603 on SP 170436	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</i> 1994).
Lot 31402 on SP 199720	Lot 29604 on SP 170436	
Lot 31403 on SP 199720	Lot 30603 on SP 199719	
Lot 31404 on SP 199720	Common Property	
Lot 31405 on SP 199720		

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan Number	Exclusive use of car park space areas
Lot 29101 on SP 170436	411 and 414 on Plan K
Lot 29102 on SP 170436	409 and 410 on Plan K
Lot 29103 on SP 170436	423 and 424 on Plan K
Lot 29104 on SP 170436	440 and 441 on Plan K
Lot 29105 on SP 170436	429 and 430 on Plan K
Lot 29106 on SP 170436	489 and 491 on Plan K
Lot 29201 on SP 170436	417 and 420 on Plan K
Lot 29202 on SP 170436	412 and 413 on Plan K
Lot 20203 on SP 170436	427 and 428 on Plan K
Lot 29204 on SP 170436	443 and 444 on Plan K
Lot 29205 on SP 170436	461 and 462 on Plan K
Lot 29206 on SP 170436	457 and 460 on Plan K
Lot 29301 on SP 170436	431 and 434 on Plan K
Lot 29302 on SP 170436	415 and 416 on Plan K
Lot 29303 on SP 170436	458 and 459 on Plan K
Lot 29304 on SP 170436	446 and 447 on Plan K
Lot 29305 on SP 170436	476 and 477 on Plan K
Lot 29306 on SP 170436	475 and 478 on Plan K
Lot 29401 on SP 170436	437 and 442 on Plan K
Lot 29402 on SP 170436	432 and 433 on Plan K
Lot 29403 on SP 170436	418 and 419 on Plan K
Lot 29404 on SP 170436	449 and 450 on Plan K
Lot 29405 on SP 170436	479 and 480 on Plan K
Lot 29406 on SP 170436	481 and 484 on Plan K
Lot 29501 on SP 170436	445 and 448 on Plan K
Lot 29502 on SP 170436	421 and 422 on Plan K
Lot 29503 on SP 170436	435 and 436 on Plan K
Lot 29504 on SP 170436	452 and 453 on Plan K
Lot 29505 on SP 170436	482 and 483 on Plan K
Lot 29506 on SP 170436	488 and 490 on Plan K
Lot 29601 on SP 170436	451 and 454 on Plan K

Lot on Plan Number	Exclusive use of car park space areas
Lot 29602 on SP 170436	425 and 426 on Plan K
Lot 29603 on SP 170436	438 and 439 on Plan K
Lot 29604 on SP 170436	455 and 466 on Plan K
Lot 29605 on SP 170436	485, 486 and 487 on Plan K
Lot 29701 on SP 170436	463, 466 and 468 on Plan K
Lot 29702 on SP 170436	469, 470 and 472 on Plan K
Lot 30101 on SP 199719	509 and 511 on Plan N
Lot 30102 on SP 199719	494 and 495 on Plan N
Lot 30103 on SP 199719	545 and 546 on Plan N
Lot 30104 on SP 199719	530 and 532 on Plan N
Lot 30201 on SP 199719	515 and 523 on Plan N
Lot 30202 on SP 199719	496 and 497 on Plan N
Lot 30203 on SP 199719	541 and 542 on Plan N
Lot 30204 on SP 199719	533 and 535 on Plan N
Lot 30301 on SP 199719	500 and 501 on Plan N
Lot 30302 on SP 199719	498 and 499 on Plan N
Lot 30303 on SP 199719	537 and 538 on Plan N
Lot 30304 on SP 199719	524 and 528 on Plan N
Lot 30401 on SP 199719	503 and 505 on Plan N
Lot 30402 on SP 199719	492 and 493 on Plan N
Lot 30403 on SP 199719	543 and 547 on Plan N
Lot 30404 on SP 199719	534 and 536 on Plan N
Lot 30501 on SP 199719	507 and 508 on Plan N
Lot 30502 on SP 199719	525 and 529 on Plan N
Lot 30503 on SP 199719	518 and 522 on Plan N
Lot 30504 on SP 199719	527 and 531 on Plan N
Lot 30601 on SP 199719	510 and 514 on Plan N
Lot 30602 on SP 199719	519 and 526 on Plan N
Lot 30603 on SP 199719	539, 540 and 544 on Plan N
Lot 30701 on SP 199719	512, 516 and 520 on Plan N
Lot 30702 on SP 199719	502, 504 and 506 on Plan N
Lot 30801 on SP 199719	513, 517 and 521 on Plan N
Lot 31101 on SP 199720	549 and 550 on Plan O
Lot 31102 on SP 199720	548 and 551 on Plan O

Lot on Plan Number	Exclusive use of car park space areas
Lot 31103 on SP 199720	568 and 571 on Plan O
Lot 31104 on SP 199720	572 and 573 on Plan O
Lot 31105 on SP 199720	595 and 600 on Plan O
Lot 31106 on SP 199720	604 and 606 on Plan O
Lot 31201 on SP 199720	557 and 561 on Plan O
Lot 31202 on SP 199720	553 and 554 on Plan O
Lot 31203 on SP 199720	569 and 570 on Plan O
Lot 31204 on SP 199720	574 and 576 on Plan O
Lot 31205 on SP 199720	585 and 590 on Plan O
Lot 31206 on SP 199720	599 and 602 on Plan O
Lot 31301 on SP 199720	560 and 563 on Plan O
Lot 31302 on SP 199720	552 and 555 on Plan O
Lot 31303 on SP 199720	575 and 577 on Plan O
Lot 31304 on SP 199720	591 and 594 on Plan O
Lot 31305 on SP 199720	608 and 609 on Plan O
Lot 31306 on SP 199720	610 and 614 on Plan O
Lot 31401 on SP 199720	565 and 566 on Plan O
Lot 31402 on SP 199720	558 and 562 on Plan O
Lot 31403 on SP 199720	578 and 580 on Plan O
Lot 31404 on SP 199720	579 and 586 on Plan O
Lot 31405 on SP 199720	621 and 622 on Plan O
Lot 31406 on SP 199720	619 and 620 on Plan O
Lot 31501 on SP 199720	564 and 567 on Plan O
Lot 31502 on SP 199720	556 and 559 on Plan O
Lot 31503 on SP 199720	583 and 584 on Plan O
Lot 31504 on SP 199720	581 and 582 on Plan O
Lot 31505 on SP 199720	613 and 612 on Plan O
Lot 31506 on SP 199720	611 and 615 on Plan O
Lot 31601 on SP 199720	588, 589 and 593 on Plan O
Lot 31602 on SP 199720	587, 592 and 596 on Plan O
Lot 31701 on SP 199720	603, 605 and 607 on Plan O
Lot 31702 on SP 199720	597, 598 and 601 on Plan O

Lot on Plan Number	Exclusive use of storage space areas
Lot 29101 on SP 170436	S210 on Plan K
Lot 29102 on SP 170436	S190 on Plan K
Lot 29103 on SP 170436	S214 on Plan K
Lot 29104 on SP 170436	S200 on Plan K
Lot 29105 on SP 170436	S196 on Plan K
Lot 29106 on SP 170436	S219 on Plan K
Lot 29201 on SP 170436	S211 on Plan K
Lot 29202 on SP 170436	S191 on Plan K
Lot 20203 on SP 170436	S215 on Plan K
Lot 29204 on SP 170436	S201 on Plan K
Lot 29205 on SP 170436	S217 on Plan K
Lot 29206 on SP 170436	S208 on Plan K
Lot 29301 on SP 170436	S212 on Plan K
Lot 29302 on SP 170436	S192 on Plan K
Lot 29303 on SP 170436	S216 on Plan K
Lot 29304 on SP 170436	S202 on Plan K
Lot 29305 on SP 170436	S224 on Plan K
Lot 29306 on SP 170436	S220 on Plan K
Lot 29401 on SP 170436	S213 on Plan K
Lot 29402 on SP 170436	S197 on Plan K
Lot 29403 on SP 170436	S193 on Plan K
Lot 29404 on SP 170436	S203 on Plan K
Lot 29405 on SP 170436	S225 on Plan K
Lot 29406 on SP 170436	S221 on Plan K
Lot 29501 on SP 170436	S206 on Plan K
Lot 29502 on SP 170436	S194 on Plan K
Lot 29503 on SP 170436	S198 on Plan K
Lot 29504 on SP 170436	S204 on Plan K
Lot 29505 on SP 170436	S226 on Plan K
Lot 29506 on SP 170436	S218 on Plan K
Lot 29601 on SP 170436	S207 on Plan K
Lot 29602 on SP 170436	S195 on Plan K
Lot 29603 on SP 170436	S198 on Plan K
Lot 29604 on SP 170436	S205 on Plan K

Lot on Plan Number	Exclusive use of storage space areas
Lot 29605 on SP 170436	S227 on Plan K
Lot 29701 on SP 170436	S222 on Plan K
Lot 29702 on SP 170436	S223 on Plan K
Lot 30101 on SP 199719	S238 and S239 on Plan N
Lot 30102 on SP 199719	S229 on Plan N
Lot 30103 on SP 199719	S263 on Plan N
Lot 30104 on SP 199719	S260 on Plan N
Lot 30201 on SP 199719	S240 on Plan N
Lot 30202 on SP 199719	S230 on Plan N
Lot 30203 on SP 199719	S246 on Plan N
Lot 30204 on SP 199719	S261 on Plan N
Lot 30301 on SP 199719	S231 on Plan N
Lot 30302 on SP 199719	S232 on Plan N
Lot 30303 on SP 199719	S262 on Plan N
Lot 30304 on SP 199719	S237 on Plan N
Lot 30401 on SP 199719	S235 on Plan N
Lot 30402 on SP 199719	S228 on Plan N
Lot 30403 on SP 199719	S247 on Plan N
Lot 30404 on SP 199719	S243 on Plan N
Lot 30501 on SP 199719	S234 on Plan N
Lot 30502 on SP 199719	S259 on Plan N
Lot 30503 on SP 199719	S236 on Plan N
Lot 30504 on SP 199719	S242 on Plan N
Lot 30601 on SP 199719	S233 on Plan N
Lot 30602 on SP 199719	S241 on Plan N
Lot 30603 on SP 199719	S245 on Plan N
Lot 30701 on SP 199719	
Lot 31101 on SP 199720	S244 on Plan O N
Lot 31102 on SP 199720	S248 on Plan O
Lot 31103 on SP 199720	S253 on Plan O
Lot 31104 on SP 199720	S254 on Plan O
Lot 31105 on SP 199720	S271 on Plan O
Lot 31106 on SP 199720	S285 on Plan O
Lot 31201 on SP 199720	S265 on Plan O

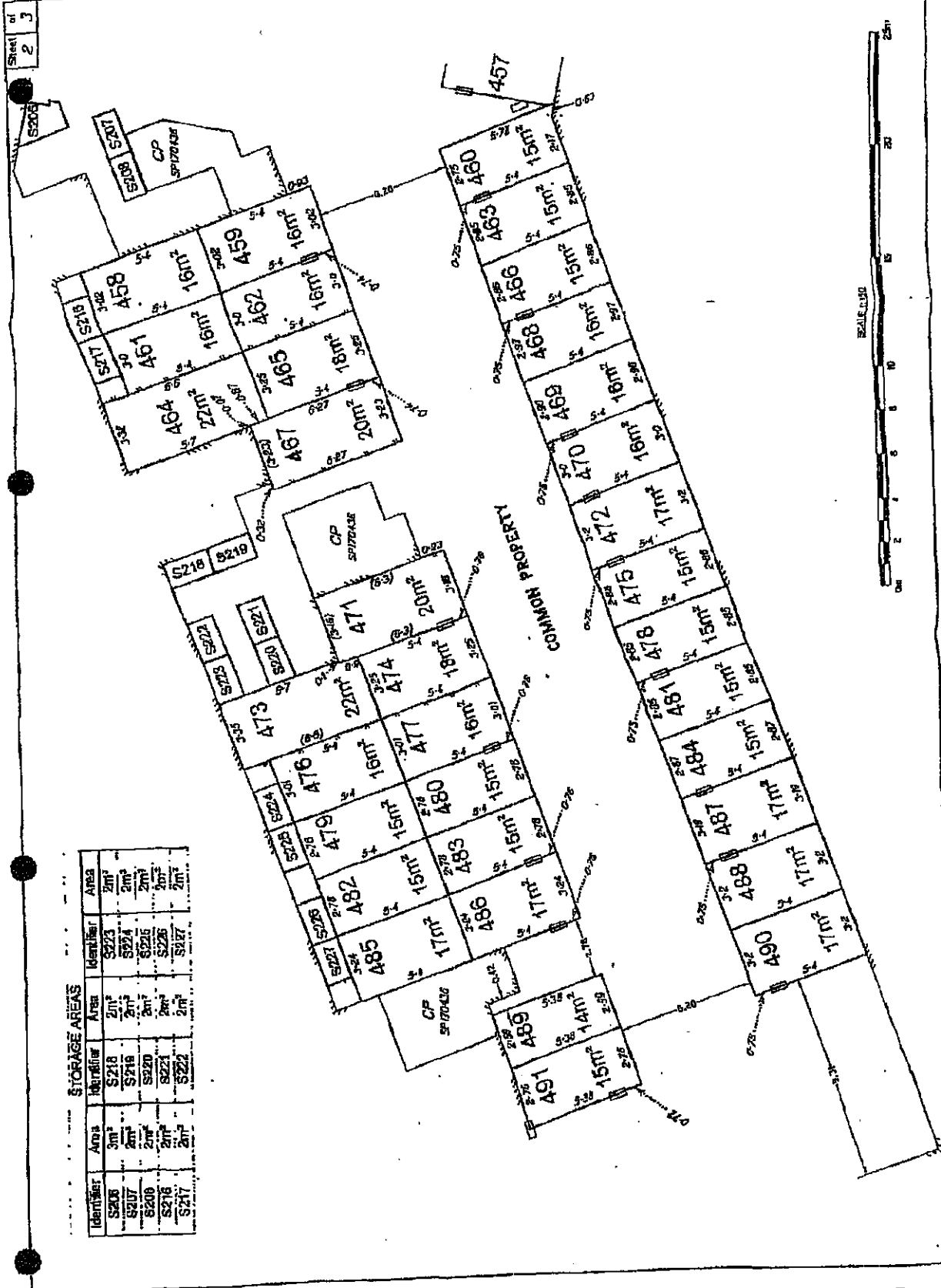
Lot on Plan Number	Exclusive use of storage space areas
Lot 31202 on SP 199720	S264 on Plan O
Lot 31203 on SP 199720	S266 on Plan O
Lot 31204 on SP 199720	S257 on Plan O
Lot 31205 on SP 199720	S282 on Plan O
Lot 31206 on SP 199720	S284 on Plan O
Lot 31301 on SP 199720	S251 on Plan O
Lot 31302 on SP 199720	S249 on Plan O
Lot 31303 on SP 199720	S258 on Plan O
Lot 31304 on SP 199720	S283 on Plan O
Lot 31305 on SP 199720	S280 on Plan O
Lot 31306 on SP 199720	S281 on Plan O
Lot 31401 on SP 199720	S256 on Plan O
Lot 31402 on SP 199720	S255 on Plan O
Lot 31403 on SP 199720	S267 on Plan O
Lot 31404 on SP 199720	S269 on Plan O
Lot 31405 on SP 199720	S275 on Plan O
Lot 31406 on SP 199720	S279 on Plan O
Lot 31501 on SP 199720	S252 on Plan O
Lot 31502 on SP 199720	S250 on Plan O
Lot 31503 on SP 199720	S276 on Plan O
Lot 31504 on SP 199720	S268 on Plan O
Lot 31505 on SP 199720	S274 on Plan O
Lot 31506 on SP 199720	S278 on Plan O
Lot 31601 on SP 199720	S272 on Plan O
Lot 31602 on SP 199720	S270 on Plan O
Lot 31701 on SP 199720	S273 on Plan O
Lot 31702 on SP 199720	S277 on Plan O

Lot on Plan Number	Exclusive use of car park space areas and storage space areas
Lot 29801 on SP 170436	464, 465 and 467 on Plan K
Lot 29802 on SP 170436	471, 474 and 473 on Plan K
Lot 31801 on SP 199720	616, 617 and 618 on Plan O

Drawn JSC	Surv'd GP	Auth.	CLIENT MIRVAC P/L
Parish BARROW			Comp File 23245.2
County WARD		Date 11/04/2005	Dwg File 22067EXCNO.G
Job Ref. 02.067.30A	SCALE 1:2000	PLAN No. 43	Rev. G

Steel	2
al	3

STORAGE AREAS					
Identifear	Area*	Identifear	Area*	Identifear	Area*
S208	3m ²	S218	2m ²	S223	2m ²
S207	2m ²	S219	2m ²	S224	2m ²
S209	2m ²	S220	2m ²	S225	2m ²
S210	2m ²	S221	2m ²	S226	2m ²
S211	2m ²	S222	2m ²	S227	2m ²




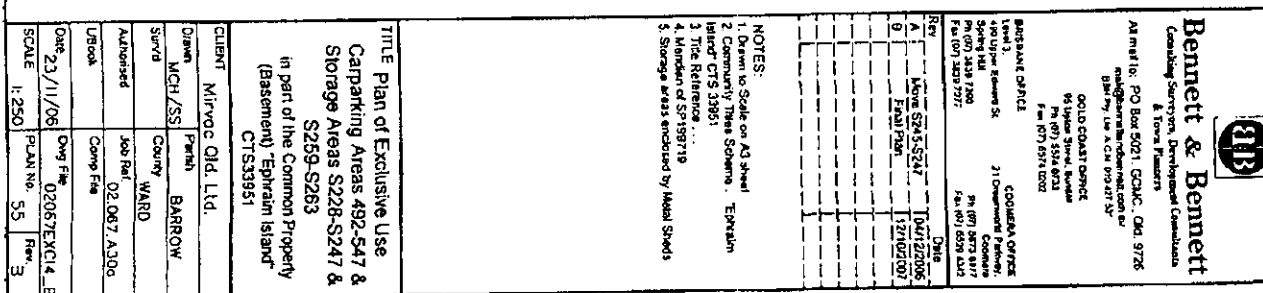
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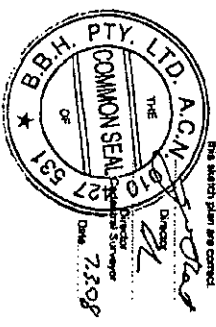
PLAN N

		Bennett & Bennett Consulting Services, Development Consultants & Town Planners	
As a matter: PO Box 5021, GCMC, Old 9786 888 Stewart Industrial Court St Midway, La 70459-2121, LA		OLD CROAT OFFICE 65 Union Street, New Orleans PO Box 5546 0723 New Orleans, LA 70112	
PERSONAL OFFICE Level 3 1400 Poydras Street, Suite 310 New Orleans, LA 70112 PO Box 2438 7000 New Orleans, LA 70112		COLUMBIA OFFICE 311 Commercial Parkway Columbia, SC 29201 PO Box 9973 29201 Columbia, SC 29201	
REV	DATE	DATE	DATE
1	June 5/24/5/5/24	104/12/2006	13/7/04/0006
2	Final Print		



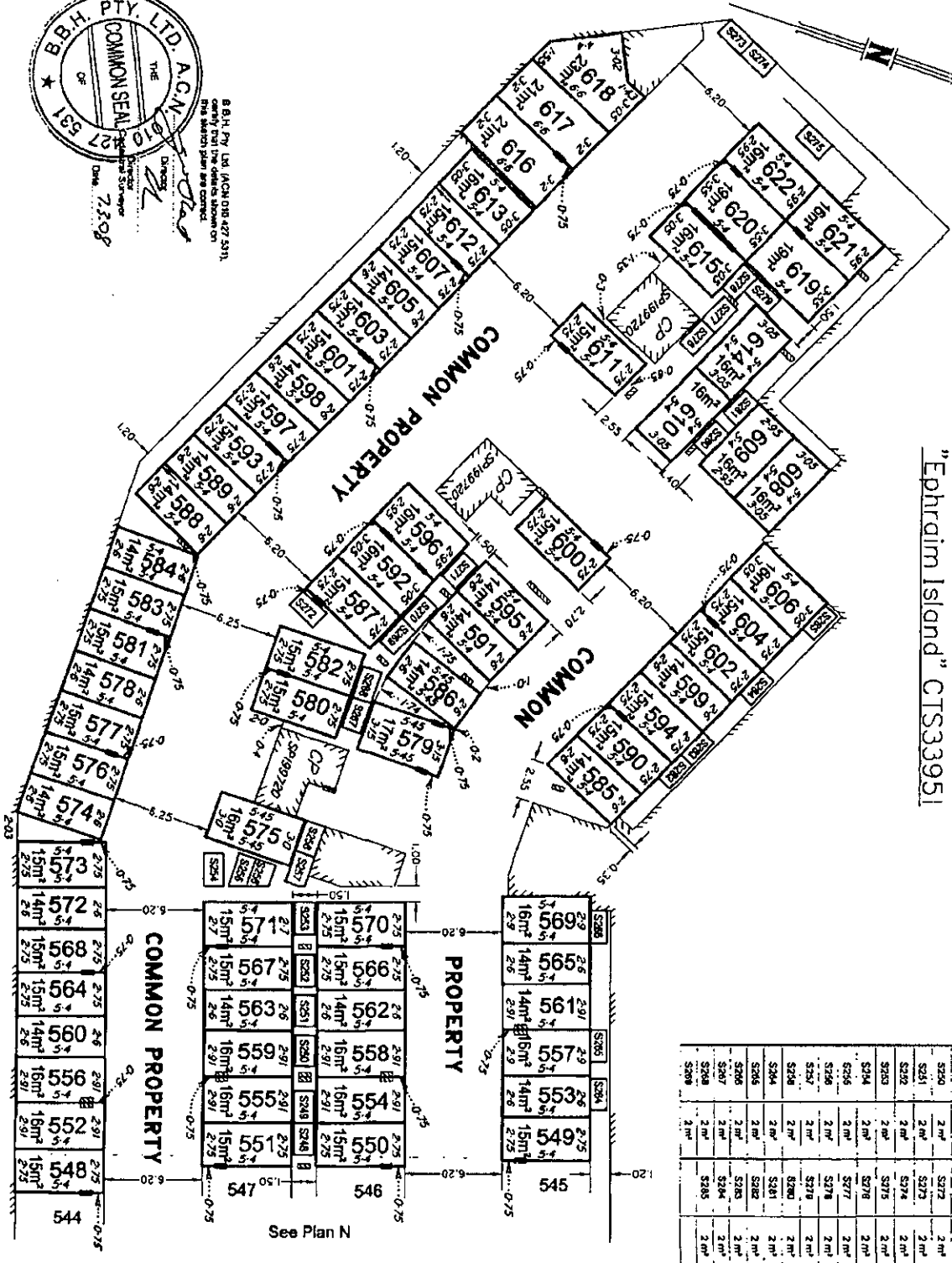
39439

PLAN O
"Ephraim Island" CTS333951



B.B.H. Pty. Ltd. (ACN 010 531 531)
certify that the details shown on
this sketch plan are correct.
Date: 7.3.08

SCALE 1:250



Storage	Area	Storage	Area
S244	2 m ²	S278	2 m ²
S246	2 m ²	S271	2 m ²
S250	2 m ²	S272	2 m ²
S251	2 m ²	S273	2 m ²
S252	2 m ²	S274	2 m ²
S253	2 m ²	S275	2 m ²
S254	2 m ²	S276	2 m ²
S255	2 m ²	S277	2 m ²
S256	2 m ²	S278	2 m ²
S257	2 m ²	S279	2 m ²
S258	2 m ²	S280	2 m ²
S259	2 m ²	S281	2 m ²