

BODY CORPORATE BY-LAWS
CATHEDRAL PLACE COMMUNITY BODY CORPORATE
MIXED COMMUNITY PLAN NO. 106902

INTERPRETATION – Mixed Use Development Act and/or Building Units and Group Titles Act as appropriate (the “Act”)

1. VEHICLES

Save where a By-Law made pursuant to the ACT authorises him so to do, a proprietor or occupier of a lot shall not park or stand any motor vehicle upon common property other than in areas provided except with the consent in writing to the body corporate

2. OBSTRUCTION

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person

3. ALTERATIONS TO LAWNS ETC, ON COMMON PROPERTY

A Proprietor or occupier shall not:-

- (a) Damage and lawn, garden, tree, shrub, plant or flower being part of or situated upon common property: or
- (b) Except with the consent in writing of the Body Corporate, use for his own purpose as a garden any portion of the common property.

4. DAMAGE TO COMMON PROPERTY

A proprietor 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, but this By-Law does not prevent a proprietor or person authorised by him from installing:-

- (a) Any locking or other safety device for the protection of his lot against intruders;
or
- (b) Any screen or other device to prevent entry of animals or insects upon his lot.

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

5. DEPOSITING RUBBISH, ETC, ON COMMON PROPERTY

A Proprietor 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 proprietor or occupier of another lot or any person lawfully using the common property

6. NOISE

- (a) A Proprietor of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors of lots or of any person lawfully using the common property. In particular no proprietor of a lot shall hold or permit to be held any social gathering in his lot which could cause any noise which unlawfully interferes with the peace and quietness of any other proprietor of a lot, at any time or day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- (b) In any event of any unavoidable noise in a lot at any time the proprietor thereof shall take all practical means to minimize annoyance to other proprietors of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose and shall cease the activity creating a notice or nuisance upon the request of the Body Corporate through its representative.
- (c) Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor of a lot returns to the dwelling late at night or early morning hours.

7. BEHAVIOUR OF INVITEES, TENANTS ETC

- (a) A proprietor of a lot shall take all the reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor of another lot or of any person lawfully using common property.
- (b) The proprietor of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property of personal property vested in it caused by such proprietor or their invitees.
- (c) A proprietor of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws.

8. ANIMALS

Subject to the Act a proprietor or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal upon his lot or the common property.

9. APPEARANCE OF BUILDING

A Proprietor of a lot shall not, except with the consent in writing of the Body Corporate Committee, 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 lot in such a way as to be visible from the common property or any other lot.

10. WIRELESS AND TELEVISION AERIALS

Outside wireless and television aerials may not be erected without permission of the committee.

11. STORAGE OF FLAMMABLE LIQUIDS, ETC

- (a) A proprietor of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance of any property on the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the parcel or the regulations or ordinances of any Public Authority for the time being in force.
- (b) A Proprietor of a lot shall not, except with the consent in writing of the Body Corporate, use or store on his 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 including gas barbecues, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle of combustion engine.

12. NOTICE OF ACCIDENT TO BE GIVEN

A proprietor shall give the Body Corporate Committee prompt notice of any accident to or fault in the water pipes, electrical installations or fixtures which comes to his knowledge and the Body Corporate Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as the may deem necessary for the safety and preservation of the said building as often as may be necessary.

13. POWER OF BODY CORPORATE COMMITTEE

The Body Corporate Committee may make rules relating to the common property not inconsistent with these By-Laws and the same shall be observed by the proprietors of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

14. COMMITTEE MAY EMPLOY

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks for in connection with the exercise and performance of the powers, authorities, duties and function of the Body Corporate.

15. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE

All Complaints, applications or request to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate Manager of the Body Corporate.

16. NOTICES

Proprietors shall observe the terms of any notice displayed in the common area by authority of the Committee or of any statutory authority

17. OBSERVANCE OF BY-LAWS

The duties and obligations imposed by the By-Laws on a proprietor of a unit shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licenses.

18. RECOVERY BY BODY CORPORATE

Where the Body Corporate expends money to make good damage caused by a breach of the Act or by these By-Laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees, or licenses of the proprietor or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.

19. RECOVERY OF COSTS (LEVIES)

A proprietor (which expression shall extend to a mortgagee in possession) shall pay on demand the whole Body Corporates costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (a)** Recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon the proprietor by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
- (b)** All proceedings including legal proceedings concluded in the favour of the Body Corporate taken by or against the proprietor or the lessee or occupier of the proprietor's lot, including but not limited to, applications for any Order by the Referee, appeals to the Tribunal and appeals to the Court.

In any event that the proprietor (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-

- (i) Treat such costs and expenses as a liquidated debt and take action or the recovery of same in any Court of competent jurisdiction; and may
- (ii) Enter such costs and expenses against the levy account of such proprietor in which case the amount of same shall be paid to the Body Corporate upon subsequent sale or disposal of the proprietors lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

20.

(a) INTEREST

If a contribution levied under the Act is unpaid 30 days after it falls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting from time to time.

(b) JOINT LIABILITY

If at the time a person becomes the proprietor of a lot, another person is liable in respect of the lot to pay interest on a contribution, the proprietor is jointly and severally liable with the other person for the payment of the interest.

21. MAINTENANCE OF EXCLUSIVE USE AREAS

The proprietors to whom a grant of exclusive use of common property has been made shall be responsible, at the own expense, for the carrying out of the maintenance and upkeep responsibilities imposed upon the Body Corporate pursuant to the Act with respect to each such exclusive use area (save and except cleaning of such area). The aforesaid grant of exclusive use and enjoyment is made subject to and conditional upon the said proprietors allowing the Body Corporate and its Committee and its properly appointed servants or agents at all reasonable times, access to such area for any proper purpose including inspection and maintenance thereof.

22. USE OF BUILDING MANAGER'S LOT

Lot 4 in the Building Unit Plan to be known as Notre Dame, and Lot 64 in the Building Units Plan known as Oxford and Cambridge and until both these lots are completed and registered such other lot or combination of lots in Cathedral Place as are used for the purpose of management and letting in accordance with By-Law 23 ("the Management Unit") may be used for the purposes of Management of the property and for the sale and letting of units in the building and may without the consent of the Body Corporate Committee displays signs or notices of the purposes of offering for sale or for lease or for letting any unit in the building. The right to use the said lots for these purposes must not be revoked without the written consent of the proprietor of the lot. For the purposes aforesaid the Body Corporate shall have power to grant to the proprietor of the Management Unit the right to carry on in the property the business of letting units in the building and for the purpose to enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

22A.

Except as authorised in By-Law 22, the Body Corporate prohibits the use of any part of Cathedral Place Development (which includes the common property of the Community Body Corporate and all the lots and common property of the buildings known as Cathedral Village, Duhig, Kensington Sandringham, Canterbury and Westminster, Oxford and Cambridge and Notre Dame) for the purposes of the sale and letting of the lots or car parks within the development on behalf of proprietors except for the sale of lots within the development by Cathedral Place Developments Pty Ltd.

23. BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

- (a) The Body Corporate shall be empowered to enter into Agreements from time to time with the proprietor of the Management Unit or any party associated with the said proprietor who has care and control of the said lot to caretake and or manage the common property of subsidiary bodies corporate and the buildings at Cathedral Place and to let lots upon such terms and conditions as the Body Corporate shall decide upon in General Meeting.
- (b) The proprietor of the Management Unit, or any party associated with the said proprietor who has care and control of the said lot is authorised to be the letting agent for such of the proprietors of Cathedral Place who shall desire to appoint such party as their letting agent.
- (c) The Committee of the Body Corporate hereby consents to the managers application to the auctioneers and Agents Committee of the office of Corporate Affairs to conduct a letting business in relation to the units in Cathedral Place from Management Unit.

24. AGREEMENTS WITH SUBSIDIARY BODIES CORPORATE

- (a) The Body Corporate may enter into agreement with the subsidiary Bodies Corporate of “Cathedral Place” relating to the provision by the Body Corporate of management, cleaning and security services for the buildings and common property of those subsidiaries Bodies Corporate.
- (b) The Body Corporate may accept from subsidiary Bodies Corporate a lease, license or other grant in relation to so much of the common property of subsidiary Bodies Corporate as constitutes car parking spaces and may enter into agreements with subsidiary Bodies Corporate for the allocation of car parking spaces to owners of units in “Cathedral Place”, whether or not such owners are the proprietors of a lot in the Body Corporate which is the proprietor of the common property upon which the relevant car parking space is situated.

25. VEHICLE PARKING

(a) Purpose

The Body Corporate is responsible for the allocation of the exclusive use of car parking spaces that are either:-

- Located on the Common Property; or
- Located on the Common Property of a subsidiary Body Corporate and subject to an easement in favour of the Common Property.

The Purpose of this By-Law is to allocate the exclusive use of the carparking spaces.

(b) Allocation

- i. This By-Law 25 refers to the Carparking Plans and the Allocation Schedule annexed to these By-Laws;
- ii. The Lot Owners and Occupiers for the time being of the lots in the building designated in the Allocation Schedule are allowed exclusive use of the corresponding carparking space listed in the Allocation Schedule identified in the Carparking Plan.

(c) Effective Date of Allocation

The Allocation of the benefit of the exclusive use of the carparking space in this By-Law 25 is effective from the date that both:-

- i. The Building Units Plan for the Lot Owners has registered; and
- ii. If Applicable, the easement granting the benefit of the carparking space to the body corporate has registered

(d) Swapping Carparking Spaces

Any two Lot Owners may by agreement swap carparking spaces provided that both give notice in writing of the swap to the Body Corporate.

26. USE OF COMMON PROPERTY BY MANAGER

The Body Corporate may grant to the proprietor of the Management Unit rights of use in respect of such parts of the common property, or common property which is under the management of the Body Corporate by virtue of an agreement with a subsidiary Body Corporate entered into pursuant to clause 24, as in the opinion of the Committee of the Body Corporate is reasonably necessary in order to enable the proprietor of the Management Unit to Carry out his contractual responsibilities to the Body Corporate, Such grant may be by way of Exclusive Use By-Law, lease, license or other arrangement as is, in the opinion of the Committee of the Body Corporate, reasonable in the circumstances.

27. RESTRICTED COMMUNITY PROPERTY

(a) Description of the Restricted Community Property

The Community Property affected by this By-Law is that part of the Community Property shaded on the Plan annexed to this By-Law and marked "Recreation Area" ("Restricted Community Property").

(b) Persons entitled to use

The persons entitled to use the Restricted Common Property are:-

- i. The proprietors "Notre Dame" Building Units Plan No. 106912 to be registered over Lot 1 Community Plan 106902
- ii. The Proprietors "Oxford & Cambridge" Building Units Plan No 106902
- iii. The Proprietors "Canterbury & Westminster" Building Units Plan No. 106911 to be registered over Lot 3 in Mixed Community Plan 106902
- iv. The Proprietors "Kensington & Sandringham" Building Units Plan No. 106966 to be registered over part of Lot 15 in Mixed Community Plan 106902
- v. The Proprietors "Duhig" Building Unit Plan No 106965 to be registered over part of Lot 15 in Mixed Community Plan 106902
- vi. Any proprietor, lessee or occupier of a lot created by the registration of any of the Building Units Plans referred to in paragraph (i) to (v) of this By-Law.

All of whom are individually and collectively referred to as "Authorised Persons"

(c) Conditions of Use

Authorised Persons may use the Restricted Community Property subject to:-

- i. Compliance with the requirement to pay levies under this By-Law;
- ii. Compliance with any By-Laws established from time to time by the Community Body Corporate for the use and enjoyment of the Restricted Community Property;
- iii. Compliance with any rules published from time to time by the Committee of the Community Body Corporate, relating to the use and enjoyment of the Restricted Community Property.

(d) Maintenance

The Community Body Corporate remains responsible for the maintenance of Restricted Community Property

(e) Levies

- i. The Community Body Corporate shall establish a budget for the maintenance of the Restricted Community Property, including anticipated normal operational costs and a Sinking Fund Levy for anticipated periodic capital costs, Such Budgets shall be established at any time and in a similar manner and shall related to the same period as the Budgets established by the Community Body Corporate for its general levies and general maintenance responsibilities.
- ii. The Community Body Corporate shall strike a levy for the collection of sufficient funds to enable it to meet the budgeted costs. Such levies shall be struck at the same time and in similar manner and shall be collected in similar fashion as the general levies struck by the Community Body Corporate from time to time
- iii. The Levies shall be charged in the following proportions:-
 - A. The Proprietors "Notre Dame" Building Units Plan No. 106912 to be registered over Lot 1 in Mixed Community Plan 106902 157/507 share;
 - B. The Proprietors "Oxford & Cambridge" Building Units Plan No. 106905 72/507
 - C. The Proprietors "Canterbury Westminster" Building Units Plan No. 106911 to be registered over Lot 3 in Mixed Community Plan 106902 98/507 share;

- D. The Proprietors “Kensington Sandringham” Building Units Plan No. 106966 to be registered over part of Lot 15 in Mixed Community Plan 106902 96/507 share;
- E. The Proprietors “Duhig” Building Units Plan No. 106965 to be registered over part of Lot 15 in Mixed Community Plan 106902 84/507 share.

28. RESTRICTED COMMUNITY PROPERTY – VISITOR CARPARK

(a) Application of By-Law

This By-Law applies to the Visitor Carpark designated on the plan attached to this By-Law (“Visitor Carpark”). Part of the Visitor Carpark is Community Common Property and part of the Visitor Carpark is Common Property for the subsidiary body corporate known as “Notre Dame”, The By-Law applies to the portion of the Visitor Carpark that is on Community Common Property. The By-Law is intended to apply to that portion of the Visitor Carpark that is Common Property for Notre Dame on registration of an easement from the proprietors Notre Dame BUP 106911 granting the benefit of that area to the Community Body Corporate for carparking purposes.

(b) Persons Entitled to Use

The persons entitled to use the Visitor Carpark are the Proprietors “Cathedral Village” 106957 and any person authorised by them, all of whom are individually and collectively referred to as “Authorised Persons”.

(c) Conditions of Use

The Proprietors Cathedral Village BUP 106957 must ensure that the Visitor Carpark is used:-

- i. Only for purposes ancillary to the Mixed Used Development of Cathedral Place;
- ii. In a manner that complies with the By-Laws from time to time for the Cathedral Place Community Body Corporate.

(d) Maintenance

The proprietors “Cathedral Village” BUP 106957 must maintain the Visitor Carpark in a state similar to the other carparking areas on the common property for the Cathedral Place Community Body Corporate.

29. CHANGES TO BY-LAWS

Upon expiry or earlier termination of the letting agreement between the Body Corporate and Cathedral Place Management Pty Ltd A.C.N 076 545 329 that is current at the date of adoption of this By-Law, the following changes to the By-Laws shall take effect:

- (a) The following sentence shall be deleted from the existing By-Law 22, with the balance of that By-Law remaining in full force and effect:

“For the purpose aforesaid the Body Corporate shall have power to grant to the proprietor of the Management Unit the right to carry on in the property the business of letting units in the building and for the purpose to enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit,”

- (b) By-Law 22A shall be omitted;

- (c) By-Law 23 shall be omitted and replaced with the following new By-Law 23:

“23. THE BODY CORPORATE’S RIGHT TO ENTER INTO AGREEMENTS

The Body Corporate shall have the right to enter into agreements from time to time with:

- a) Any party it considers fit and qualified to control, manage and administer the common property of subsidiary bodies corporate;*
- b) Any party it considers fit and qualified to let lots within Cathedral Place;*

Upon such terms and conditions as the Body Corporate shall decide upon in general meeting”