

BODY CORPORATE BY-LAWS

NOTRE DAME BUILDING UNITS PLAN NO. 106912

INTERPRETATION - Building Units & Group Titles Act (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 or other vehicle upon common property other than in the areas provided except with the consent in writing of the Body Corporate.

2. OBSTRUCTION

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

3. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

A proprietor or occupier shall not: -

(a. Damage any 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 purposes as a garden any portion of the common property.

4. ALTERATIONS 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:-

Any locking or other safety device for the protection of his lot against intruders; or

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 of 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 would cause any noise which unlawfully interferes with the peace and quietness of any other proprietor of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.

(b. In the event of any unavoidable noise in a lot at any time the proprietor thereof shall take all practical means to minimise 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 noise or nuisance upon the request of the Body Corporate through its representative.

Guests leaving after 11.00 pm 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 proprietor of a lot shall take all 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.

The proprietor of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such proprietor or their invitees.

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. 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.

(b. Sub-clause (a) does not prevent the original proprietor from placing on any individual lot or upon the common property such advertising signs, placards, banners, pamphlets or other material as is reasonably necessary for the promotion and sale of units in the plan, or in the Community Plan of which the plan forms part.

10. NO STRUCTURAL ALTERATIONS WITHOUT PERMISSION

No structural alteration shall be made to any unit (including alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air conditioning system) without the prior permission in writing of the Body Corporate Committee, and if required by the Act a resolution without dissent passed at a general meeting of the Body Corporate.

11. MAINTENANCE OF LOTS

Each proprietor shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.

12. WINDOW TREATMENTS

A proprietor shall not hang curtains visible from outside the lot unless those curtains have a white backing, or unless such colour and design have been approved by the Body Corporate Committee. A proprietor shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Body Corporate Committee. In giving such approvals, the Body Corporate Committee shall ensure so far as practicable that curtain backing, and window treatment used in all units have colours that are sympathetic to the tones of the building and present an aesthetic appearance when viewed from common property or any other lot.

13. WIRELESS AND TELEVISION AERIALS

Outside wireless and television aerials may not be erected without written permission of the Body Corporate Committee.

14. USE OF LOTS

All lots shall be utilised for residential purposes or short-term accommodation and shall not be utilised for any other purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any purpose that may endanger the safety or good reputation of persons residing within the parcel.

15. GARBAGE DISPOSAL

Each proprietor shall, save where the Body Corporate provides some other means of disposal of garbage: -

Maintain within his lot, or on such part of the common property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered receptacle for garbage;

Comply with all local authority By-Laws and ordinances relating to the disposal of garbage;

Ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.

16. STORAGE OF FLAMMABLE LIQUIDS, ETC.

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 or internal combustion engine.

17. USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed, and no sweepings or rubbish or other unsuitable substance shall be deposited therein. All costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.

18. DANGEROUS SUBSTANCES ETC.

Proprietors shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any public authority for the time being in force.

19. WINDOWS TO BE REPLACED

Windows shall be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

20. 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, gas 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 they may deem necessary for the safety and preservation of the building as often as may be necessary.

21. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any lot the proprietor of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Body Corporate Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. COMMITTEE TO BE PERMITTED TO ENTER

Upon one (1) days' notice in writing the Body Corporate Committee and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted, they may effect an entry. The Body Corporate Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.

23. 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.

24. 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 functions of the Body Corporate.

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

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

26. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

Where any lot or common property is leased or rented, otherwise than to a proprietor of a lot, the lessor or, as the case may be, landlord shall cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

27. NOTICES

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

28. 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 licensees.

29. RECOVERY BY BODY CORPORATE

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees 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.

30. RECOVERY OF COSTS (LEVIES)

A proprietor (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's 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 that 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 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 an Order by the Referee, appeals to the Tribunal and appeals to the Court.

In the 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: -

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

(i. 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 a subsequent sale or disposal of the proprietor's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

31. 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.

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.

32. MAINTENANCE OF EXCLUSIVE USE AREAS

The proprietors to whom a grant of exclusive use of common property has been made shall be responsible, at their 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.

33. AGREEMENTS WITH COMMUNITY BODY CORPORATE

(a. The Body Corporate may enter into agreements with the Community Body Corporate for “Cathedral Place”, relating to the provision by the Community Body Corporate (or its servants or agents) of management, maintenance cleaning and security services for the Body Corporate and the Common Property.

(b. The Body Corporate may licence to the Community Body Corporate the right to manage so much of the Common Property as constitutes carparking spaces, including the right to allocate such carparking spaces to the owners of individual lots in “Cathedral Place”, whether or not such owners are the proprietors of a lot in this building.

34. VEHICLE PARKING

(a. Allocation

(i. This By-law 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 designated in the Allocation Schedule are allocated exclusive use of the corresponding carparking space listed in the Allocation Schedule as identified in the Carparking Plan.

(b. 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.