



VUE, Park Central
Approved Form 27 By-Laws

1 Centennial Drive, Campbelltown

Approved Form 27 By-Laws
Instrument setting out the terms of by-laws to be
created upon registration of the strata plan

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By-Law 1. Purpose & Compliance

1. Purpose of the By-Laws

The By-Laws regulate the day-to-day management and operation of VUE. They are an essential document for the Owners Corporation and everyone who owns or occupies a Commercial or Professional Suite.

2. Who must comply with the By-Laws

You and the Owners Corporation must comply with the By-Laws.

By-Law 2. Interpretation

2.1 In these By-Laws, unless a contrary intention appears:

“**Act**” means the Strata Schemes Management Act 1996.

“**Balcony**” means a balcony, courtyard or terrace in a Commercial Suite.

“**Building**” means any of the buildings comprising the Scheme.

“**Building Manager**” means the Building Manager appointed by the Owners Corporation according to By-Law 55 (“Agreement with the Building Manager”).

“**VUE**” means the land and improvements on DP1124064 (and any strata scheme into which these lots are subdivided).

“**Common Property**” means the common property in the Scheme and the Owners Corporation personal property.

“**Council**” means Campbelltown City Council.

“**Developer**” means CABA Investments (No. 20) Pty. Limited ACN 127 655 805 and/or nominee.

“**Development Act**” means the Strata Schemes (Freehold Development) Act 1973 (NSW).

“**Development Consent**” means the determination of Development Application No. 2780 / 2007 / DA-C issued by Council as amended from time to time.

“**Development Works**” means any works required to be performed by the Developer to complete the terms of Development Consent, to fulfil contractual obligations concerning works required to Lots held by the Developer and to Common Property.

“**Easements**” means easements, positive covenants and restrictions on use which burden or benefit VUE (or part of it).

“**Governmental Agency**” means any governmental or semi-governmental administrative fiscal or judicial department, commission, authority, tribunal agency or entity.

“**Lot**” means a lot in the scheme.

“**Occupier**” means the occupier, lessee, licensee or person in lawful occupation of a Lot.

“Owner” means a person for the time being recorded in the Register as entitled to an estate in fee simple in a lot in the Strata Scheme.

“Owners Corporation” means the Owners Corporation for the scheme.

“Scheme” means the Strata Scheme constituted on registration of the Strata Plan.

“Secretary” means the secretary for the time being of the Owners Corporation.

“Security Key” means a key, magnetic card or other device or information used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems, in the Building.

“Sign” means any sign, light, advertisement, name or notice, or similar device.

“Strata Manager” means the person appointed by the Owners Corporation as its managing agent under Section 27 of the Act.

“Sunscreen Louvres” means sliding louvre screens to certain balcony areas and horizontal and vertical suspended screens fixed to a façade.

“You” means an owner, lessee, occupier or any mortgagee or covenant chargee in possession of a lot.

2.2 In these By-Laws, unless the context otherwise requires:

- a. headings are for convenience only and do not affect the interpretation of By-Laws;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
- e. a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to anything includes a part of that thing; and
- g. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws carrying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

By-Law 3. Noise

An Owner or Occupier must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-Law 4. Vehicles Parking on Common Property

General Requirements

- 4.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- 4.2 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

Using the Visitor and Disabled Parking Spaces

- 4.3 The Disabled Parking Spaces form part of Common Property. They are available only for temporary use by disabled persons who display a valid approved Disabled Parking sticker. An Owner or Occupier must not park or stand a vehicle in the Disabled Parking Spaces.

Using the Bike Racks

- 4.4 An Owner or Occupier may use the Bike Racks to park a bicycle only whilst working in VUE or as permitted by the Owners Corporation. The Owner or Occupier is responsible for the safety and security of the Owner or Occupier's bicycle.

By-Law 5. Controlling Traffic in Common Property

- 5.1 The Owners Corporation has the power to:
- a. impose a speed limit for traffic in Common Property; and
 - b. impose reasonable restrictions on the use of Common Property driveways and parking areas; and
 - c. install speed humps and other traffic control devices in Common Property; and
 - d. install signs about parking; and
 - e. install signs to control traffic in Common Property and, in particular, traffic entering and leaving VUE.

By-Law 6. Use of Car Spaces

- 6.1 Owners and Occupiers must only use a car space for the parking of a single motor vehicle or motorbike.
- 6.2 Owners and Occupiers must not store any other items in their car space Lots or part Lots.
- 6.3 An Owner or Occupier of a Lot who permits a customer, client, patient or other invitee to use a car space comprised in the Lot shall ensure that such car space is clearly delineated in accordance with the terms of By-Law 45, that invitees only park in the Owner or Occupier's car space and do not park in a car space that is the property of another Owner. Car parking spaces located on upper level B1 are to be used for Visitor Car Parking for the applicable Suite.

By-Law 7. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis (for example; a temporary display).

By-Law 8. Damage to Common Property

- 8.1 An Owner or Occupier of a Lot must 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 written approval of the Owners Corporation.
- 8.2 An approval given by the Owners Corporation under Clause 8.1 cannot authorise any additions to the Common Property.
- 8.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing:
- a. Subject to the terms of By-Law 26 any locking device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or
 - b. any structure or device to prevent harm to children; or
 - c. any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- 8.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 8.5 Despite Section 62 of the act, the Owner of a Lot must:
- a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-Clause 8.3 that forms part of the Common Property and that services the Lot; and
 - b. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-Clause 8.3 that forms part of the Common Property and that services the Lot.
- 8.6 An Owner or Occupier must:
- a. immediately notify the Owners Corporation of any damage to or defect in the Common Property; and
 - b. compensate the Owners Corporation for any damage to the Common Property caused by an Owner or Occupier, persons doing work on the scheme on an Owner or Occupier's behalf or their visitors.
- 8.7 An Owner or Occupier must not bring heavy items into the Building that might cause structural damage to the Building.
- 8.8 An Owner or Occupier must not install or keep on a Lot or Common Property any air conditioning unit or air conditioning ducting without the approval of the Owners Corporation. No approval will be given to the installation of a condenser on the balcony of a Lot.

By-Law 9. Damage to Lawn & Plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- b. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 10. Behaviour by Owners & Occupiers

An Owner or Occupier must not:

- a. do anything on the Lot or the Common Property which is illegal; or
- b. use language or act in a manner which might offend or embarrass another Owner or Occupier or their visitors.

By-Law 11. Behaviour of Invitees

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

By-Law 12. Children Playing on Common Property in Building

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising car parking area or other area of possible danger or hazard to children.

By-Law 13. Depositing Rubbish & Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 14. Cleaning Windows & Doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- a. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- b. that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

By-Law 15. Balconies

- 15.1 An Owner or Occupier of a Lot may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of the Lot only if they:
- a. are of a type approved by the Owners Corporation; and
 - b. will not cause damage; and
 - c. are not dangerous, and
 - d. must use balcony furniture that is high quality aluminium or timber, commensurate with the quality of 'VUE' and in keeping with the appearance of 'VUE'.
- 15.2 To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require the Owner, at the Owner's cost, to temporarily remove and store items from the balcony of the Lot.

By-Law 16. Planter Boxes on Balconies

If there is a planter box on the balcony of the Lot an Owner or Occupier must:

- a. keep the types of plants in the planter box approved by the Owners Corporation; and
- b. properly maintain the soil and plants in the planter box; and
- c. ensure no water goes into the Common Property or another Lot when the plants are being watered; and
- d. ensure that the landscaping and plants are kept neat and tidy at all times; and
- e. ensure that no landscaping or plants hang or grow over the edge of the balcony; and
- f. ensure no floor waste, drain and/or overflow is obstructed.
- g. The Owners Corporation may engage a suitable Contractor to maintain the planter boxes. It is the responsibility of the individual Owner or Occupier to provide access to the Contractor for the proper maintenance of plants and planter boxes.

By-Law 17. Sunscreen Louvres

The Owner of a Lot must keep the sunscreen louvres serving the Lot in good order and ensure tracks are kept free of debris and moving parts lubricated when and where required.

By-Law 18. Window Treatments, Curtains & Blinds

- 18.1 An Owner or Occupier shall not hang any curtain, blind or any other window dressing in any window or door that faces public or common areas other than a blind or curtain approved by the Original Owner or Owners Corporation.

- 18.2 Any curtain or blind in a window or door that faces public or common areas must be or have a backing that is coloured white.
- 18.3 All blinds or curtains must be roller type and must be 'Silent Gliss' or similar type approved by the Owners Corporation.
- 18.4 All window coverings must be of a uniform appearance from outside the Building.

By-Law 19. Floor Coverings

An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

By-Law 20. Barbeques

- 20.1 Provided that all relevant laws are complied with, the Owner or Occupier may store and operate a portable barbeque on the balcony of a Lot provided the barbeque is a covered gas or electric portable barbeque only.
- 20.2 The Owner or Occupier must keep the barbeque covered when not in use and must keep the barbeque clean and tidy.
- 20.3 The Owner or Occupier must not create excessive smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

By-Law 21. Moving of Furniture & Other Objects on or through Common Property

- 21.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through or on Common Property unless sufficient notice has first been given to the Owners Corporation so as to enable the Owners Corporation to arrange for its Nominee to be present at the time when the Owner or Occupier does so.
- 21.2 The Owners Corporation's Nominee may require that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in a Building or not) in a specified manner, may require the use of drop sheets, lift blankets or protective coverings on the floor or walls of a lift, or other specified area of Common Property and may give other directions. The Owners Corporation's Nominee may require the payment of a bond of up to \$1,000.00 (or such other amount as determined by the Executive Committee from time to time), to be used as set out in this By-Law.
- 21.3 An Owner or Occupier shall comply with any direction given by the Nominee of the Owners Corporation.
- 21.4 An Owner or Occupier of a Lot must supervise any removalist or other person engaged by him to move any furniture, large object or deliveries to ensure that no damage is done to the Common Property.

- 21.5 An Owner or Occupier of a Lot must at his expense rectify any damage caused to the Common Property by the moving of any furniture, large object or deliveries.
- 21.6 An Owner or Occupier of a Lot must at his expense remove any mess left in any part of the Common Property as a consequence of the moving of any furniture, large object or deliveries.
- 21.7 An Owner or Occupier of a Lot must at his expense clean any part of the Common Property necessary as a consequence of the moving of any furniture, large object or deliveries.
- 21.8 The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or Occupier of another Lot in the Strata Scheme, a breach on the part of the Owner or Occupier of an obligation under this By-Law. It may do so without prejudice to any other right that may arise by reason of the breach.
- 21.9 The Owners Corporation may deduct from the bond any of the following:
- a. The costs of rectifying any damage to the Common Property or the Owners Corporation's personal property caused by the moving of furniture; and
 - b. The costs of cleaning the Common Property if the Owner or Occupier fails to do so to the reasonable satisfaction of the Owners Corporation.
- 21.10 The Owners Corporation must pay any residue of the bond to the Owner or Occupier within seven days of completion of the moving of furniture.

By-Law 22. Colour Schemes & Paintwork

An Owner or Occupier must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot or Common Property if the surface is visible from outside the Lot and the proposed colour or surface changes is not in keeping with the external appearance of VUE.

By-Law 23. Notification of Defects

An Owner or Occupier must promptly notify the Strata Manager of any damage to the Common Property or any personal property owned by the Owners Corporation.

By-Law 24. Compensation to Owners Corporation

In addition to the terms of By-Law 21, an Owner or Occupier will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property owned by the Owners Corporation caused by the Owner or Occupier, licensees or visitors.

By-Law 25. Security & Security Keys

25.1 Definition

In this By-Law:

“keys” means security key cards which enable access to or from the strata parcel, the lift to the floor level on which a particular Lot is located and access and egress for vehicles.

“charges” means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price for keys, as determined from time to time by the Owners Corporation.

- 25.2 The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:
- a. The authority to install and maintain locks, alarms, communication systems and other security devices.
 - b. The authority to determine from time to time the charges payable and other contributions for the issue and use of keys by Owners and Occupiers of Lots.
 - c. The authority to keep a register of persons to whom keys are issued, and to require (with which requirement an Owner or Occupier of a Lot must comply) the periodic return to the Owners Corporation of keys for the purpose of cataloguing and re-issue.
 - d. The authority to alter the coding of keys from time to time in order to maintain or improve security.
 - e. The power and the authority to engage consultants and contractors for these purposes.
 - f. The power and the authority to apply the funds of the Owners Corporation to these purposes where necessary.
- 25.3 The Owners Corporation may take all reasonable steps to ensure the securing of the Building and any Common Property and personnel and the observance of these By-Laws and without limiting the generality of the foregoing may permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the parcel.
- 25.4 The Owners Corporation has the power to make agreements with another person (including the Building Manager, the Strata Manager or any security personnel) to exercise its functions under this By-Law and, in particular, to manage the security key system and provide keys to Owners and Occupiers. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of keys.
- 25.5 An Owner of a Lot to whom any key is given shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include the appropriate covenant in any lease or licence of a Lot to any such Occupier) to ensure return thereof to the proprietor or the Owners Corporation upon the Occupier ceasing to be an Occupier.
- 25.6 An Owner or Occupier of a Lot shall not without the prior approval in writing of the Owners Corporation duplicate a key or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than the Owner or Occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

- 25.7 An Owner or Occupier of a Lot issued with a key shall immediately notify the Owners Corporation or Building Manager if that key is lost or misplaced.
- 25.8 An Owner or Occupier must not do anything which may prejudice the security or safety of the Building.
- 25.9 Keys remain the property of the Owners Corporation.

By-Law 26. Security within Lots

Security Alarms

- 26.1 An Owner or Occupier may install a security alarm within a Lot without the consent from the Owners Corporation provided that:
- a. the alarm is a back-to-base facility; and
 - b. the alarm siren is contained within the Lot; and
 - c. the alarm does not have flashing lights; and
 - d. the installation is not attached to or interferes with Common Property; and
 - e. the audible alarm within the Lot is limited to a period of five (5) minutes activation; and
 - f. the alarm, after activation, re-sets after sounding for five (5) minutes.

Security Devices in Car Spaces

- 26.2 The Owner or Occupier of a Lot may install on the floor of their car space Lot a locking device similar to a 'Secure Mate' locking device.

Security Doors & Screens

- 26.3 The Owners Corporation will not permit the installation of security screens or doors within the glazed area of a suite lot that would detract from or dominate the existing detail.

By-Law 27. Storage of Inflammable Liquids

- 27.1 An Owner or Occupier of a Lot must not, except without the prior written approval of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemicals, liquid or gas or other inflammable materials provided however that this By-Law does not apply to chemicals, liquids, gases or other materials used or intended to be used for cleaning or medical purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 28. Appearance of Lot & Cleaning of Terrace Tiles, Pavers or Timber Decking

- 28.1 The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

- 28.2 The Owner or Occupier of a Lot that has a tiled, paved or timber "Terrace" forming part of the Lot must keep the surfaces of the Terrace clean and tidy.
- 28.3 The Owner or Occupier of a Lot that has a tiled, paved or timber "Terrace" forming part of the Lot shall not use acid as a cleaning agent (as it will damage the tiled surface and cause colour change) on the tiles.
- 28.4 The Owner or Occupier of a Lot that has a tiled, paved or timber "Terrace" forming part of the Lot who does treat the surface so as to cause discolouration or colour change shall be responsible to reimburse the Owners Corporation for the costs of replacing the affected surface.
- 28.5 The Owner or Occupier of a Lot that has a timber deck is required to paint the timber deck with an approved coating every January and July.

By-Law 29. Use of Suites – Permitted Use

- 29.1 An Owner or Occupier of a Lot must comply with the terms of Development Consent in the use of VUE.
- 29.2 Development Consent for VUE includes approval for the use of the Building for any purpose that is defined as a 'commercial premises' under the provisions of Campbelltown (Urban Area) Local Environment Plan 2002 excluding any activity or use that involves the preparation and / or sale of food items, hairdressing, skin penetration or any other activity that falls under the requirements of the Food Act 2003 and / or Public Health Act 1991.
- 29.3 An Owner or Occupier of a Lot must comply with the terms of Disability Discrimination legislation and other laws in the use of VUE.
- 29.4 An Owner or Occupier of a Lot must contact Council for any advice relating to approval of works within their Lot and comply with all requirements of Council including making any requisite Development Application and obtaining any requisite By-Law.
- 29.5 The Body Corporate will not approve a suite to be used for a café or restaurant.

By-Law 30. Compliance with Planning & Other Requirements

The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

By-Law 31. Change in Use of Lot to be Notified

- 31.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

- 31.2 If any change of use of a Lot as notified to the Owners Corporation under Clause 31.1 causes an increase in the insurance premiums for the Strata Scheme then the Owner of the Lot whose use caused the increase will be liable to the Owners Corporation for the differential in the new premium and will pay the Owners Corporation that amount on demand.

By-Law 32. Preservation of Fire Safety

- 32.1 The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Parcel or to reduce the level of fire safety in the Lots or Common Property.
- 32.2 An Owner or Occupier shall not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of any emergency.
- 32.3 In accordance with the provisions of the Act, the Occupier of a Lot must allow the Owners Corporation, through its agents, access to the Lot for the purpose of fire safety inspections and compliance with the requirements of the Environmental Planning & Assessment Act 1979.

By-Law 33. Prevention of Hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 34. Provision of Amenities or Services

- 34.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
- a. security services;
 - b. promotional services;
 - c. advertising;
 - d. commercial cleaning;
 - e. telecommunication services (for example, ADSL connection);
 - f. lift maintenance.
- 34.2 If the Owners Corporation makes a resolution referred to in Clause 34.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of a Lot for the Provision of amenities or services by it to the Lot or to the Owner or Occupier.

By-Law 35. Hours of Operation

The Lot may only be used during the hours approved by Council and Government Agencies (if any).

By-Law 36. Keeping of Animals

- 36.1 An Owner or Occupier must not keep an animal in the Lot other than a guide dog, hearing dog or an assistance animal used by a person with a disability who is a Owner or Occupier of a Lot.
- 36.2 An Owner or Occupier must not allow his visitors to bring animals into the Lot unless the animals are guide dogs, hearing dogs or an assistance animal and the visitors are visually or hearing impaired or require the use of an assistance animal.

By-Law 37. Garbage

- 37.1 The Owners Corporation shall:
- a. enter into an agreement with a licensed authorised contractor to collect and remove garbage waste from the Building; and
 - b. arrange for the removal of recyclable and non-recyclable garbage from the Garbage Rooms every two (2) days; and
 - c. provide a sufficient number of non-recyclable and recyclable garbage receptacles in the Garbage Rooms; and
 - d. repair, maintain and, where necessary, replace its garbage and recyclable receptacles; and
 - e. make available for collection, by the private contractor, garbage and recyclable materials placed in the Garbage Room; and
 - f. arrange for the removal from the Garbage Room large articles of garbage, recyclable materials or other articles that the contractor will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).
- 37.2 Owner and Occupiers must comply with all requirements of Council and any other relevant law in relation to the disposal of waste such as sharp objects, toxic waste, chemical, biological or other hazardous waste.
- 37.3 Owners and Occupiers of commercial suites should place all garbage in the garbage room located on the upper B1 Level of the registered strata plan.
- 37.4 No Owner or Occupier shall deposit or leave garbage, waste or recyclable materials on Common Property other than in the designated Garbage Room.
- 37.5 No Owner or Occupier shall deposit or leave garbage, waste or recyclable materials:
- in an area of the Lot which is visible from outside the Lot; or
 - in a car space or storage space, or

- on a balcony area.

37.6 An Owner or Occupier must at its cost:

- a. recycle its garbage according to instructions from the Owners Corporation; and
- b. ensure that its garbage and recyclable receptacles are in a sanitary condition and do not omit odours; and
- c. contact the Owners Corporation to remove large articles of garbage, recyclable materials or other articles that will not be removed as part of the normal garbage collection service; and
- d. transport to the Garbage Room their non-recyclable and recyclable garbage; and
- e. ensure that the Owner or Occupiers cleaners are aware of these relevant By-Laws; and
- f. have consent from the Owners Corporation about the method and hours during which they remove waste and recyclables from their Lot.

37.7 If an Owner or Occupier spills garbage on or otherwise soils Common Property, he must immediately remove that rubbish and clean that part of the Common Property.

By-Law 38. Access to Your Suite

The Owners Corporation and its nominees have the right to enter a Lot in accordance with the provisions of the Act or other relevant law to inspect, operate, test, treat, use, maintain, repair or replace Common Property.

By-Law 39. Responsibility for Others

If a Lot is leased or licensed, the Owner must:

- a. make sure that the tenant or licensee and their visitors comply with the By-Laws; and
- b. take all action available, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

By-Law 40. Visitors & Customers

An Owner or Occupier must not allow another person (including visitors and customers) to do anything you cannot do under the By-Laws.

By-Law 41. Using Shower Facilities

41.1 The Owner or Occupier of a Lot that uses a shower on Common Property must leave them clean and tidy and must not store personal items in them.

41.2 The Owners Corporation will not be responsible to provide personal items in the shower (for example soap and towels).

By-Law 42. Graffiti Removal

The Owners Corporation shall be responsible for the removal of any graffiti from the Building within 48 hours of notice of the graffiti appearing on the Building.

By-Law 43. Fit-out

- 43.1 The Owner or Occupier of a Lot must, in the fit-out of a Lot:
- a. comply with the terms of By-Law 44; and
 - b. get necessary consents from Council and any other regulatory Authority or Government Agency about the use of their Lot or work they propose to do in their Lot, in accordance with By-Law 29; and
 - c. try to minimise disruption to other Owners and Occupiers and their visitors when exercising their rights under this By-Law; and
 - d. indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-Law.
- 43.2 This By-Law does not apply to the Developer in performance of Development Works in relation to which an Owner or Occupier may not object.

By-Law 44. Building Works

- 44.1 An Owner or Occupier must when carrying out works to a Lot shall:
- a. give prior notice in writing to the Owners Corporation giving details of the proposed works and copies of any approvals of Council and relevant authorities required for such works;
 - b. not carry out any work affecting the Common Property without prior written consent of the Owners Corporation, which consent may be given or withheld in the absolute discretion of the Owners Corporation provided that the Owners Corporation shall not unreasonably withhold consent where:
 - (i) such works will not adversely affect the Common Property or the Owner or Occupier of any Lot in the Building;
 - (ii) the Owner and/or Occupier enters into a covenant with the Owners Corporation in such form as the Owners Corporation may reasonably require; or
 - (iii) the Owner of the Lot agrees to the terms of a By-Law with the Owners Corporation in such form as the Owners Corporation may reasonably require; and
 - (iv) the Owner bears all costs of such works and any costs incurred by the Owners Corporation in relation to the giving of consent.
 - c. in the case of an Occupier, provide the written consent of the Owner;
 - d. comply with all reasonable directions of the Owners Corporation in relation to the design and the carrying out of works;

- e. ensure that all works are carried out in a workmanlike manner and without undue delay;
- f. use appropriately licensed and qualified tradespeople and provide written confirmation of all relevant insurances;
- g. comply with the requirements of Council and relevant authorities;
- h. cause as little disturbance as possible to other Owners and Occupiers of the Building;
- i. promptly remove from the Building all rubbish and debris resulting from the works and repair any damage caused to the Building by the carrying out of the works.

Penetrations in Floor Slabs

- 44.2 The Owner or Occupier of a Lot must obtain approval from the Owners Corporation prior to drilling, coring or creating any penetration in the floor slab of a Lot. All works are to be in compliance with the Work Method Statement set out in clause 46.4. A licensed Contractor shall complete any penetration.
- 44.3 The Owners Corporation may, at the cost of the applicant, Owner or Occupier, engage a Consultant Structural Engineer in relation to any proposed penetrations to floors on structural elements. The concrete floors of VUE are post-tensioned. All penetrations are required to be sealed to meet fire rating and acoustic requirements.

Work Method Statement for Truncation of Tendons and Cutting through Slabs

- 44.4 The following is a work method statement for truncating and cutting of tendons for core drilling and/or introducing in lieu a service penetration:

Approval by engineers (consultant and Australian Prestressing Services) prior to commencing of work

- a. Absolutely no work is to be carried out prior to an Engineer's approval. This includes core drilling and cutting of tendons and part of slab and the like.
- b. The Engineer is to be notified of work to be carried out and clearly marked on a plan (position and dimensions).
- c. The Engineer is to check the design and comment on the practicality of the required work and changes.
- d. If new work and changes are to be allowed, then the Engineer is to design any additional beams, walls, columns & slabs, if required, depending on the size of the new penetration. This is to be designed and erected prior to cutting any tendons.
- e. If only core drilling is to take place then the Engineer is to check the design and submit a tendon truncation method and procedure prior to any work commencing on site.

Truncating of post tensioning tendons

- f. After all affected tendons are located, jack hammer an area of around 700 mm x 200 mm around tendon where specified. Jack hammering is to be about 850 mm away from the edge of the slab at live end anchor side and 1000 mm from the edge at dead end side. Ensure a minimum of 20 mm cover underneath tendon. Take extra care not to cut through or damage the tendon.

- g. Once all concrete is removed, peel off and remove ducting and remove and clean off grout around strands.
- h. Ensure strands are cleaned and any loose concrete is removed.
- i. Form up slab soffit with plywood, apply oil or cover plywood with plastic and back prop if jack hammering has gone through slab.
- j. Fill half the void with "Megapoxy H" until the strand is covered with at least 100 mm of megapoxy material. Fill up to 20 to 30 mm from top surface. Wait until megapoxy goes off and it is hardened. Top up rest of the void with "Concrete Repair" or equivalent.
- k. When Megapoxy H and Concrete Repair have reached adequate strength, cutting of the tendon may go ahead.

Inter-Tenancy Walls

- 44.5 The Owner or Occupier (with the written consent of the Owner) of adjoining Lots may alter or remove an inter-tenancy wall providing that the Owner or Occupier:
- a. provides a certificate from a qualified engineer acceptable to the Owners Corporation, certifying that the wall is not a structural wall and that the proposed work and method of carrying out the work will not adversely effect Common Property or breach Building Code of Australia requirements;
 - b. agrees, if required, to the terms of a By-Law with the Owners Corporation in such form as the Owners Corporation may reasonably require.

By-Law 45. Signage

Commercial Suite Identification Sign

- 45.1 The Owner or Occupier of a Lot must only install suite identification signs within the VUE signage zone as detailed on Attachment A-1.
- 45.2 The Owner or Occupier may have the following information displayed on the suite identification sign for the Commercial Suites:
- a. the name of the business, a concise description of the business operated from the Lot; the business logo and any contact details including phone, facsimile and e-mail; and
 - b. any particulars which the Owner or Occupier is required under law to display.

For Sale & Lease Signs

- 45.3 The Owner or Occupier of a Lot must not install or display within the Lot or Common Property a 'For Sale' or 'For Lease' sign.
- 45.4 This clause does not apply to the Developer while the Developer carries out selling activities for VUE.

Placing Signs on the Directory Board

- 45.5 The Owner or Occupier may have details of the business operated from the Lot placed on the Directory Board. To do so the Owner or Occupier must notify the

Owners Corporation of the information for its business to be displayed on the Directory Board. Such notice to the Owners Corporation must:

- a. be in writing; and
- b. clearly specify the business name and suite number to be displayed on the sign.

45.6 All business names shall be displayed in 'Eurostile' font or such other font as is approved from time to time by the Owners Corporation.

Maintaining the Directory Board

45.7 The Owner or Occupier of a Lot must reimburse the Owners Corporation for all costs it incurs to:

- a. display the information on the Directory Board; and
- b. remove information from the Directory Board in order to display the information in the same place on the Directory Board; and
- c. maintain, repair or replace the information on the Directory Board; and
- d. remove information that is no longer current from the Directory Board.

45.8 The Owners Corporation must use reasonable endeavours to ensure that its costs under this By-Law are competitive and reflect the market cost of performing that work.

Car Space Signs

45.9 The Owner or Occupier of a Lot may only install one (1) sign in each car space of their Lot, being the car space identification sign.

45.10 The Sign shall be restricted in size to 600mm x 150mm and shall be constructed from white Colorbond steel.

45.11 The Sign shall only display the name of the business operated from the Owner or Occupiers Lot and company logo.

General Provision for Signage

45.12 Any sign an Owner or Occupier installs within the restricted areas allowed as specified in the By-Laws and Exclusive Use By-Laws, must not:

- a. flash, move, be animated, scintillate or be decorated with rotating or flashing lights; or
- b. include any apparatus to provide any sound; or
- c. cover any architectural features; or
- d. be on any windows to a foyer or façade unless permitted within these By-Laws; or
- e. carry messages which are offensive; or
- f. contain interchangeable or moveable parts; or
- g. impede the ability of the Owners or Occupiers to exit any Building in VUE under emergency conditions.

Maintaining Signs

- 45.13 An Owner or Occupier must maintain, keep clean and in good condition, and, when necessary, replace signs erected according to this By-Law, which service the Lot.
- 45.14 The Owners Corporation shall be responsible for repairs of a structural nature.

By-Law 46. Use of Storage Lots

- 46.1 The Owners Corporation may impose conditions on the use of storage lots if the Owners Corporation considers this to be necessary for safety reasons or in the interest of preserving or maintaining the amenity of 'VUE'.

By-Law 47. Use of Equipment

- 47.1 An Owner or Occupier of a Lot must not operate electronic equipment or a device which interferes with office equipment.

By-Law 48. Requirements if You Lease a Lot

- 48.1 If an Owner leases a Lot within the Scheme, they must:
- a. provide the tenant with an up-to-date copy of the By-Laws for the Scheme; and
 - b. take any necessary and reasonable action to restrain any breach of the By-Laws by the Occupier of the Lot.
- 48.2 A lessor of a Lot must take any necessary and reasonable action to enforce the terms of any lease, tenancy agreement or licence if there is any breach of the By-Laws, any other breach of such lease, tenancy agreement or licence or the provisions of any legislation affecting the relationship of landlord and tenant, by the Occupier of the Lot.
- 48.3 The duty imposed under this By-Law is in addition to the duty imposed on the lessor of a Lot under section 119 of the Strata Schemes Management Act 1996.

By-Law 49. Compliance with By-Laws

An Owner or Occupier must at his own expense promptly comply with all By-Laws, regulations and the like relating to their Lot.

By-Law 50. Right of Owners Corporation if you do not comply with By-Laws

- 50.1 The Owners Corporation may do anything on or in a Lot that should have been done under the By-Laws but which the Owner has not done.
- 50.2 The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:
- a. give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the provisions of the Act; and

- b. pay the Owners Corporation its proper and reasonable costs for doing the work.
- 50.3 The Owners Corporation may recover any money the Owner may owe it under the By-Laws as a debt.

By-Law 51. Agreement with the Building Manager

- 51.1 The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for VUE.
- 51.2 Unless permitted to do so by law, the Owners Corporation cannot delegate its function to a Building Manager.

By-Law 52. Waste & Water Connections for Sinks

Preamble-Introduction:

- 52.1 This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The Building contains waste drainage and water pipes and connections in the Strata Scheme which comprises of:
- a. the waste drainage system in the Common Property; and
 - b. the water pipes system in the Common Property.
- 52.2 The effect of the By-Law is to grant the Owner of each of Lots PS1 – PS11 special privileges in respect of the Common Property to connect to plumbing and drainage to serve the Lot; subject to the conditions specified in the By-Law.

Grant & Conditions

- 52.3 The Owners and Occupiers of Lots PS1 – PS11 have the consent of the Owners Corporation, subject to the following conditions and the terms of these By-Laws, to:
- a. install basins, toilets and sinks in their Lot; and
 - b. install connections from the sinks, basins and toilets in their Lot to the waste and water pipes in Common Property; and
 - c. utilise the waste and water pipes system from the Building in the operation of the sinks, basins and toilets for their Lot; and
 - d. carry out the installation, maintenance and removal in accordance with the requirements of all relevant authorities and the Owners Corporation and in accordance with any Owners Corporation guidelines from time to time.
- 52.4 The said Owners and Occupiers shall only utilise waste drainage and water pipes system if they install and maintain, at their own expense, a thermostatic mixing valve.

Work at Owners Costs

- 52.5 An Owner or Occupier must bear the cost of any work undertaken pursuant to this By-Law.

Maintenance & Repairs

- 52.6 The Owners Corporation is responsible for the maintenance, repair and replacement of the waste and water pipes system in the Common Property.
- 52.7 An Owner or Occupier must maintain, repair and replace all connections installed by them or installed by a former Owner or Occupier of their Lot pursuant to these By-Laws or otherwise and must keep and maintain all connections, the sink, basin, toilet and water pipes and thermostatic mixing valve. The Owners and Occupiers whose thermostatic mixing valve or connections for the sink which fail to work or cause any damage to Common Property, the Building or any other Lots must pay for the cost of any repair and any damages or costs that arise from their use of the waste drainage and water pipes system.

By-Law 53. Exclusive Use of Air Conditioning Services

- 53.1 This is an exclusive use and special privilege By-Law under Section 52 of the Strata Schemes Management Act 1996.
- 53.2 Definitions:
“Air Conditioning Services” means the fan coil unit, flexible and metal ductwork directly serving a Lot and associated electrical controls.

Exclusive Use & Maintenance

- 53.3 The Owner of each Lot has exclusive use of the Air Conditioning Services and the special privilege to connect to and use the condensate drainage and condenser system serving the buildings comprised in the strata parcel.
- 53.4 An Owner must maintain at his own expense the Air Conditioning Services in a state of good and serviceable repair and must renew or replace it whenever necessary.
- 53.5 An Owner must at his own cost use contractors approved by the Owners Corporation to maintain and repair and replace the Air conditioning Services exclusively serving his Lot.
- 53.6 An Owner or Occupier must provide full and free access in accordance with the provisions of the Act, to the Owners Corporation and the Building Manager to allow them to maintain and repair the condenser pipe work and other common services.
- 53.7 This By-Law may only be amended by special resolution and with the consent of the Owner of each Lot.

By-Law 54. Developer’s Rights

- 54.1 This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Developer, as Owner of any Lots, special privileges in respect of the Common Property to perform Development Works while the Developer is the Owner of Lots within the strata parcel.
- 54.2 The Developer may carry out Development Works at VUE and is not required to obtain consent from the Owners Corporation to do so.

- 54.3 The Developer may have access to VUE to carry out Development Works on Common Property.
- 54.4 If the Developer requires access to a Lot to carry out Development Works, the Developer must provide reasonable notice (except in an emergency when no notice is required).
- 54.5 The Owner or Occupier of the Lot must act reasonably and provide the Developer with access.
- 54.6 The Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state at of good and serviceable repair, the Common Property.

Selling Rights

- 61.1 The Developer has the special privilege to erect 'For Sale' signs to Common Property and may carry out marketing activities at VUE until the sale of the last of the Lots owned by the Original Owner.

By-Law 55. Installation of Specialist Equipment

- 55.1 The Owner or Occupier of a Lot who requires to install specialist equipment, or structural treatment required for the operation of specialist equipment, for the purposes of the use of that Lot shall obtain the written consent of the Owners Corporation prior to the installation of any such equipment.
- 55.2 The consent given by the Owners Corporation may be subject to conditions and the Owner or Occupier of the Lot shall comply with such conditions. Without limitation the conditions imposed by the Owners Corporation may include a requirement to have a By-Law under section 52 of the Act passed and registered.
- 55.3 The Owner or Occupier of a Lot who installs specialist equipment in that Lot shall ensure that the equipment is installed in compliance with the Building Code of Australia, any applicable Australian Standard and any other requirement.
- 55.4 The Owner or Occupier of a Lot who removes specialist equipment from the Lot shall ensure that any affected part of the Common Property is restored.

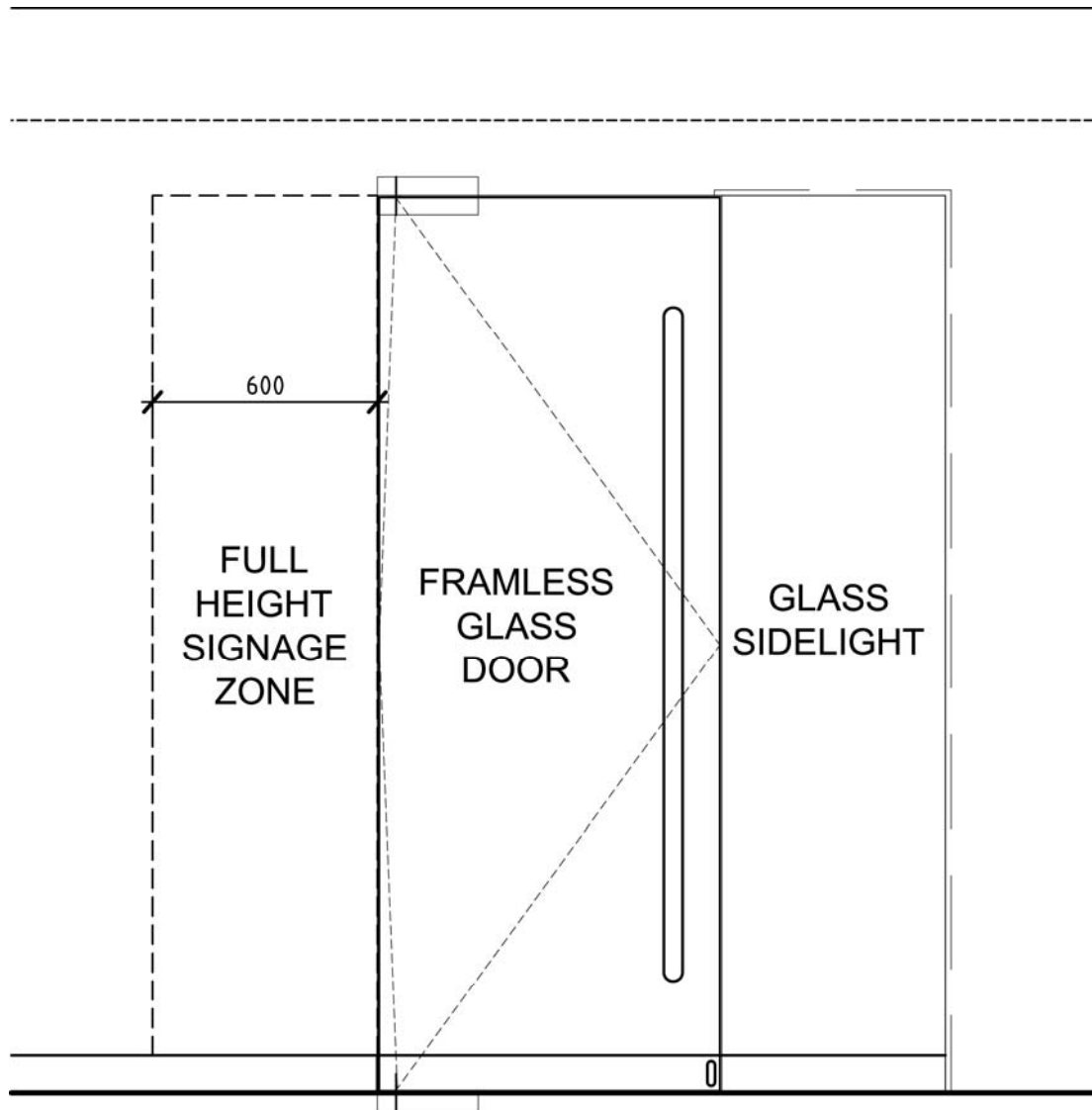
By-Law 56. Restoration of Walls

- 56.1 At the date of registration of the Strata Plan the Owners of some contiguous Lots have been given permission to remove walls between those Lots. In the event that any of those Owners intends to cease to occupy one of those Lots or to transfer the ownership of that Lot, then prior to cessation of occupation or transfer of ownership the Owner of that Lot must at his expense construct and erect such walls, doors, ceilings, light fittings etc as required to match other Common Property public corridors and other common services between that Lot and the contiguous Lot to a condition no worse than the condition it was in prior to the removal of the wall. Such restoration work is to be carried out at the sole cost of the Owner.

By-Law 57. Connection to Services

- 57.1 At the date of registration of the Strata Plan water and power supply has been provided to the commercial areas of the strata parcel. The Owner or Occupier of a Commercial Lot who wishes to connect to the provided services shall be responsible to make application to the applicable service provider.
- 57.2 All of the cost of connection to supply including without limitation the cost of plumbing and the installation of individual meters shall be borne by the Owner or Occupier as the case may be, and the Owner or Occupier shall be responsible to pay for the use of power and water.

Drawing A-1



VUE - SIGNAGE CONTROL ZONE

EXECUTION PAGE

Executed by CABE Investments (No 20)
Pty Limited A.C.N 127 655 805 in accordance with
Section 127 of the Corporations Law in the
Presence of:

.....

Mr Lou Zivanovic
Sole Director and Secretary