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Sch. F. 17 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980 Sch. f. 17A 33

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 17)

Regulation 15

NOTIFICATION OF CHANGE OF BY-LAWS

The Proprietors - Cathedral Village Building Units Plan No. 106957 hereby certify that in pursuance of the provisions of section 30 of the *Building Units and Group Titles Act 1980*, by special resolution duly passed on the 23 March 1999, the by-laws in force in respect of the parcel referred to in the said plan were repealed and replaced with By-laws numbered 1 - 38 in the schedule attached and marked "A" Annexure "A".

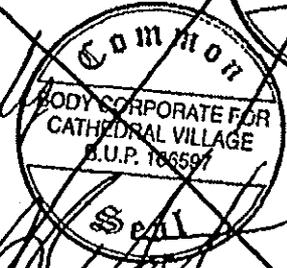
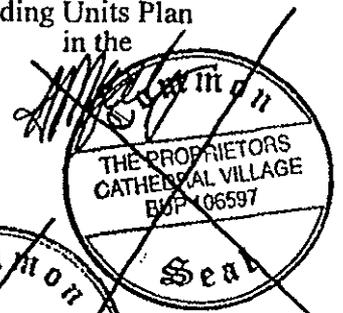
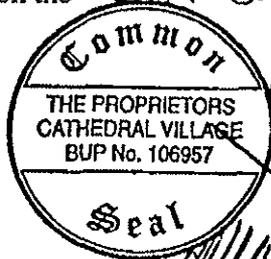
The Common Seal of The Proprietors - Cathedral Village Building Units Plan No. 106957 was hereunto affixed on the 25th June 1999 in the presence of:-

Heidi Mcbeady.
Name

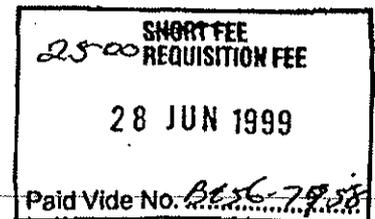
Secretary.
Designation

William Alexander Ritchie
Name

Chairman.
Designation



[As amended by regulations published Gazette 24 September 1988, PP. 363-381 (as from 3 October 1988).]



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ANNEXURE "A"

PROPOSED
BODY CORPORATE BY-LAWS
(Building Units Plan No. 106957)
"Cathedral Village"

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 Committee ("the Committee").

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 or any property (real or personal) owned by the Body Corporate 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. All doors and windows to the lot shall be securely fastened on all occasions when the lot is left unoccupied and the owner authorises a member of the Committee to enter and fasten the same if left insecurely fastened.

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. In relation to this By-Law, in determining whether the level of noise emanating from a lot is unreasonable, the commercial use of the lot shall be taken into consideration.

- (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.

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.

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of 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 the lot 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 owner of a lot at the time when the breach occurred.

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 lot (including alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever the balcony of any lot 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. This By-Law shall not apply to the original owner.

11. MAINTENANCE OF LOTS

Each owner shall be responsible for the maintenance of its lot and shall ensure that its lot is kept and maintained so as to not to be offensive in appearance to the other lot owners through the accumulation of excess rubbish or otherwise or through the proliferation of cobwebs on the lot. In particular and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

In the event that a lot is not maintained in accordance with this By-Law, the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with these By-Laws, and in the event that the owner or occupier of a lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the manager to cause the lot to be maintained at the expense of the owner or occupier thereof.

Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power shall ensure that the servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

12. **WINDOW TREATMENTS**

An owner shall not install window coverings visible from outside the lot unless those window coverings have a backing with such colour and design as may be approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a window covering without having the colour and design approved by the Committee. In giving such approvals, the Committee shall ensure as far as practicable that the window coverings used in all lots present a uniform appearance when viewed from common property or any other lot provided however that the Committee shall not unreasonably refuse or withhold its consents where such window covering is in keeping with the general commercial operation to be conducted from a 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 used for commercial purposes only and shall not be used for residential purposes or short term accommodation nor 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 trading from other lots.

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.

Use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the local authority and separate where necessary any garbage so that full use is made of such bin or receptacle.

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 by the owner or occupier of a lot at its expense with fresh glass in the same kind and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making claim of any applicable Body Corporate insurance.

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**

An owner or occupier upon receiving reasonable notice from the Committee shall allow a Committee Member of the Body Corporate or any contractor, subcontractors, workmen or other person authorised by the Committee, the right of access to the lot for the purpose of carrying out work, maintenance, read meters, or effecting repairs on mains, pipes, wires of any water, sewerage, drainage, gas electricity, telephone or other system or service, whether to its lot or to an adjoining lot or for any other purpose permitted under these By-Laws or the Act.

If in the reasonable opinion of the Committee or the manager (if any) there is a matter of sufficient emergency, no such notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in a case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or manager (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees causes little inconvenience to the owner or occupier of the lot 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 necessary 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 lot 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:-

- (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 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.
- (c) **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.

(d) **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.

31. **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.

32. **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.

33. **BODY CORPORATE EMPOWER TO ENTER INTO AGREEMENTS**

Without derogating from any powers, authorities, duties and functions further imposed on it under the Act or elsewhere under these By-laws, the Body Corporate may enter into any one or more of the following agreements:-

- (a) An agreement or agreements for the caretaking management and/or maintenance of the common property;
- (b) An agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- (c) An agreement or agreements for the purpose of better seeing to the property functioning, operation and management of the Body Corporate and the parcel comprising "Cathedral Village" and of the Committee of the Body Corporate.

34. **OUTDOOR DINING AREA**

- (a) The "Outdoor Dining Area" is the area designated on the plan annexed and marked "A";
- (b) The Body Corporate may:-
 - (i) license the owner of a lot that is being used for the conduct of a business of a type referred to in By-law 34(g) to use; and
 - (ii) permit the owner to place tables and chairs and erect minor improvements on, part of the Outdoor Dining Area.
- (c) An owner or occupier using a lot for the conduct of a business of the type referred to in By-law 34(g) may apply to the Body Corporate pursuant to By-law 34(b) ("the Proposal"). The Proposal shall identify:-
 - (i) The portion of the Outdoor Dining Area intended to be subject to the licence ("the License Area");
 - (ii) The number of tables and chairs to be placed on the License Area;
 - (iii) The hours and days of the week that the owner/occupier intends to use the License Area;
 - (iv) The minor improvements that the owner/occupier intends to install on the License Area.
- (d) The Body Corporate may approve or disapprove the Proposal in its absolute discretion. If the Body Corporate approves the Proposal it must do so by written notice to the applicant and to all other lot owners. The notice must identify:-
 - (i) The License Area;
 - (ii) The number of tables and chairs to be placed on the License Area;
 - (iii) The hours and days of the week that the owner/occupier intends to use the License Area;
 - (iv) The minor improvements that the owner/occupier intends to install on the License Area.
- (e) The owner/occupier to whom a licence pursuant to this By-law has been granted must:-
 - (i) Pay the fee calculated pursuant to this By-law;
 - (ii) Comply with these By-laws as if the License Area were part of a lot;
 - (iii) Clean, maintain and keep the License Area and any improvements installed on the License Area in a clean and tidy state of appearance consistent with the overall appearance and presentation of the other lots;
 - (iv) Comply with the limitations in the notice delivered by the Body Corporate pursuant to By-law 34(d);

- (v) Comply with any rules, regulation or requirements of the Brisbane City Council in relation to the use of the License Area in general and specifically maintain, at all times, adequate pedestrian and disabled access through in and around the License Area to the satisfaction of the Brisbane City Council.
- (f) If the owner/occupier to whom a licence has been granted pursuant to this By-law breaches the obligations in this By-law and:-
- (i) does not remedy that breach within three (3) business days of receiving written notice from the Body Corporate Committee to remedy the breach; or
- (ii) commits a breach of any individual obligation on three (3) separate occasions for which the owner/occupier has received written notice from the Body Corporate;

the Body Corporate Committee may revoke the licence granted pursuant to this By-law. Upon such revocation, the owner/occupier must remove all tables, chairs and improvements from the License Area at its own cost and expense and restore the License Area to the same state as the License Area was in before the commencement of the licence granted pursuant to this By-law.

- (g) The use of the lot for the purpose of By-law 34(b) is limited to restaurants, coffee shops, bistros and fast food businesses (or any other business approved in writing by the Body Corporate);
- (h) The fee payable for a licence granted pursuant to this By-law is \$1.00 per square metre of the License Area per calendar month, or part calendar month. The fee is increased on each anniversary of the initial commencement of the By-laws ("the Review Date") in accordance with the following formula:-

$$\text{Fee} = \frac{A \times C}{B}$$

Where:-

A = the amount of the fee payable during the immediately preceding year

B = the Consumer Price Index number for Brisbane (All Groups) published by the Australian Bureau of Statistics in respect of the quarter immediately preceding the date of commencement of these By-laws for the first review and then after that immediately preceding the last Review Date.

C = the Consumer Price Index number for Brisbane (All Groups) published by the Australian Bureau of Statistics for the quarter immediately preceding the Review Date.

35. TRADERS ASSOCIATION

As soon as practicable after formation of the Body Corporate, the Body Corporate Committee shall organise the formation of a Traders Association. The members of the Traders Association shall be the owners and occupiers of the lots. The purpose of the Traders Association is to convene meetings of the owners and occupiers of the lots to facilitate the better management and operation of all of the lots as a commercial retail centre.

36. FITOUT OF LOTS

36.1 Purpose of By-Law

This By-law is intended to regulate the fitout of Lots by proprietors and occupiers to ensure the Lots:-

- follow the design philosophy of Cathedral Village in relation to shop fronts, signage, internal layout, finishes and lighting;
- relate well to adjoining and adjacent lots;
- enhance public movement and sight lines through Cathedral Village;
- encourage window shopping, and
- foster the success of Cathedral Village as a commercial retail centre.

36.2 Fitout Rules

The Body Corporate must promulgate rules to regulate the fitout of Lots by proprietors and occupiers. The rules shall be called the "Fitout Rules". *A copy of the "Fitout Rules" are attached and marked Annexure "B"*

36.3 Prohibition on an Unauthorised Fitout

The proprietor and/or occupier of a Lot must not carry out any fitout to the lot without complying with the Fitout Rules.

36.4 Committee

The Committee must apply and enforce the Fitout Rules. The Committee is authorised to permit non-compliance with the Fitout Rules provided that non-compliance in the opinion of the Committee does not contravene the purpose of this By-law.

36.5 Original Proprietor

The original proprietor is exempt from compliance with the Fitout Rules and this By-law.

37. VISITORS CARPARKING AREA

37.1 The area designated as the visitor's carparking area on Basement Level B1 must not be used for purposes other than ancillary to the Mixed Use Development, Cathedral Place.

37.2 The Committee must ensure the Body Corporate Manager monitors and polices compliance with by-law 37.1.

38. SIGNAGE ON COMMON PROPERTY

38.1 The Committee may approve the construction of signage on Common Property if a lot owner or occupier:-

- (a) Complies with the Fitout Rules promulgated pursuant to By-law 36;
- (b) Obtains at its cost the approval of the Brisbane City Council to the signage;
- (c) The signage conforms with the overall design philosophy of Cathedral Village and the individual lots in Cathedral Village.

38.2 The Committee in making a decision pursuant to By-law 38.1 may approve or disapprove of the application in its absolute discretion and may approve the application subject to any conditions.

38.3 The lot owner or occupier to whom approval is being given by the Committee to erect signage must:-

- (a) Comply with any conditions imposed by the Committee for the approval, and
- (b) Comply with any regulation, ordinance, statute or direction by a Government, Semi-Government or Local Authority in relation to the signage, and
- (c) Clean and maintain the signage in a condition consistent with the overall appearance of Cathedral Village.

ANNEXURE "B"

FITOUT RULES

"Cathedral Village"

By-Law 36 - Fitout of Lots

PART A - INTERPRETATION

1. Interpretation

In these Fitout Rules:-

"Committee" means the Committee of Cathedral Village Body Corporate;

"Fitout" means any building work to be carried out to the Lot;

"Proprietor" includes an occupier;

PART B - APPROVALS

2. Precondition to Fitout

A Proprietor must not carry out any Fitout to the Lot without:-

- (a) obtaining the written approval of the Committee in accordance with these Fitout Rules; and
- (b) complying with the Fitout Rules in respect of the Fitout.

3. Committee

- (a) The Proprietor must obtain the following approvals of the Committee in relation to the proposed Fitout:-
 - (i) design approval of the general Fitout proposal; and
 - (ii) final approval of the full working drawings for the Fitout proposal.
- (b) The Committee must approve or disapprove the Fitout proposal having regard to the purpose of the Fitout Rules outlined in By-law 36.

4. Statutory Approvals

The Proprietor must, before carrying out any Fitout to the Lot, obtain all necessary statutory approvals for the Fitout and provide the Committee with evidence satisfactory to the Committee that those approvals have been obtained.

5. Documentation

(a) Design Approval

For the design approval the Proprietor must provide to the Committee drawings coloured to show proposed finishes together with a sample board showing the various materials proposed to be used in the Fitout;

(b) Final Documentation

For the final approval of the Fitout, the Proprietor must provide to the Committee working drawings on a scale of 1:50 which will include all the relevant information pertaining to the Fitout and including:-

- floor plans, elevations and sections;
- full details of internal partitions, walls ceiling, doors and hardware;

- floor coverings and finishes including colours;
- wall and column covers and finishes including colours;
- extent of interior lighting;
- details of electrical switches, lights, power outlets and equipment together with loadings;
- telephone outlet position;
- gas connections and equipment and storage;
- kitchen exhaust system;
- any alterations to air conditioning and fire sprinkler systems;
- full details of plumbing system (including fully dimensioned plans) including floor wastes, hot and cold water points, sinks, grease traps and the like;
- details of any heavy equipment heating and cooling fume producing cooking exhaust and other special equipment;
- shop fittings and fixtures;
- security system - 1:20 scale;
- shopfront openings and display areas - 1:20 scale;
- shop signage and method of elimination;
- staff amenities;
- list of all authorities from whom approvals for your shop will be required.

6. Consultants

The Committee is authorised to engage any consultants it considers reasonably necessary to advise it on the fitout and the Proprietors compliance with the Fitout Rules.

7. Costs and Fees

The Proprietor must pay to the Committee the costs of any consultants engaged pursuant to the Fitout Rules and before the Committee is obliged to consider any Fitout, the Committee's reasonable estimate of those costs.

8. Time Limits

- (a) If the Proprietor has complied with the requirements of these Fitout Rules regarding applying for Design Approval, the Committee must respond to the Proprietors application within 14 days of the date that all of the requirements are satisfied and provided to the Committee;
- (b) If the Proprietor has complied with the requirements of these Fitout Rules concerning the final approval of the fitout, the Committee must respond to the Proprietors application with 28 days of the date that all of the requirements are satisfied and provided to the Committee.

PART C - REGULATION OF CONSTRUCTION

9. Directions of Committee

The Proprietor must comply and ensure that all persons carrying out the fitout comply with the reasonable directions of the member of the Committee appointed to supervise the fitout, and in particular, the directions concerning:-

- (a) access of persons, vehicles, equipment and machinery over the common property;

(b) the cleanliness of the Lot and disposal of building rubbish materials from the Lot.

10. Statutory Compliance

The Proprietor must comply with all statutory standards, codes, regulations, acts and authority requirements concerning the fitout.

11. Workplace Health and Safety

The Proprietor must cause the builder carrying out the fitout to lodge a notification in relation to a notifiable project with the Division of Accident and Prevention pursuant to the Workplace Health and Safety Act and provide the Committee with evidence of the lodgment. In addition, the Proprietor must ensure that all persons engaged in carrying out the fitout comply with the requirements of the Workplace Health and Safety Act.

12. Insurance

The Proprietor must ensure that it, its builder and any sub-contractors effect of the following insurance:-

- (a) Workers Compensation Insurance
- (b) Public Liability Insurance in connection with the carrying out of the fitout in the amount of at least \$10 million for each event;
- (c) Contractors All Risk Insurance in connection with any potential damage to the fitout.

The Proprietor must provide the Committee with evidence of the above insurances on request.

13. Minimisation of Disruption

The Proprietor must cause the fitout to be carried with as little as possible interruption to the other Lot owners and occupiers.

14. Construction Rubbish

The Proprietor must cause the Lot to be maintained in a neat and tidy condition at all times and in particular to make arrangements for the periodic removal of construction debris. The Proprietor must ensure that no construction debris is left on the common property

15. Indemnity

The Proprietor indemnifies the Body Corporate and each other owner or occupier of a Lot from and against all losses, damages, charges and expenses of every kind which may arise out of or in connection with or as a consequence of any negligence or misconduct on the part of the Proprietor, the Proprietor's building contractor and any servant, agent or invitee of any of them in connection with the carrying out of the fitout.

16. Restoration

After completion of the fitout, the Proprietor (without prejudice to its obligation to indemnity pursuant to these Fitout Rules) must cause the rectification of any damage which has been caused to the common property as a consequence of or in connection with the execution of the fitout

PART D - FITOUT STANDARDS

17. Shop Front

17.1 The shop front of the Lot must:-

- be open to a maximum of 80% of the lot frontage for leisure and lifestyle tenancies and up to approximately 50% for fashion tenancies;
- be co-ordinated with adjoining lots;
- incorporate a percentage of glass and not be a full width shop front opening;

- include in built lighting (that is self lit or speciality lit displays) and directions hamper/soffit lighting;
- include neon signage within the shop front;
- in the junctions between shop fronts be neatly finished and all protruding ends of partitions or exposed corners must be protected and finished with suitable materials able to absorb possible damage from impact and shall match the shop front treatment;
- not incorporate:-
 - (a) solid type roller shutters;
 - (b) plain painted surfaces;
 - (c) clear anodised box section aluminium framed shop fronts;
 - (d) simulated materials such as imitation brick or wood grain laminate;
 - (e) exposed fluorescent tubes;
 - (f) exposed fixings
 - (g) finishes at street frontage which may be damaged during the street cleaning process.
- provide for one of the following methods of shop front closures:-
 - (i) swing doors of a decorative nature compatible with the shop front design;
 - (ii) frameless glass doors;
 - (iii) frameless folding/sliding door system equal to 'HAWA' type providing all stacking is behind shop front line;
 - (iv) monach supavision or equivalent powdercoat finish aluminium and clear poly carbonate roller grille;
 - (v) monach oriental or equivalent powdercoat finish aluminium and clear lexan infill straps sliding door. Door when open to be fully concealed within an enclosure.

17.2 The powdercoat finish to aluminium frames and guides to closures must be colour co-ordinated with the remainder of the shop front.

17.3 The roller grille, when rolled up, must not to be visible from inside or outside the lot and must be concealed within or behind the bulkhead or within the "gateway" boxing or above the ceiling;

17.4 The front roller grilles and shutters are to be fixed to the roof structure and not hung off any shop front bulkhead.

18. Signage

The Lot signage must:-

- be consistent with the style and standard of signage on the other lots in the opinion of the Committee;
- contain fully internally illuminated individual letters or neon tubing;
- be incorporated as part of the overall shop front design;
- not be a "box sign" unless it is constructed of perspex and is in the opinion of the Committee part of an overall well designed shop front;
- not incorporate:-

- (a) advertising logos, brand names and excessive descriptions of merchandise sold and services offered
 - (b) paper cardboard or transfers and stickers;
 - (c) illuminated box signs stuck onto the face of hampers or poor quality back sprayed paint treatments of acrylic sign faces;
 - (d) flashing or moving signs;
 - (e) cut-out polystyrene or other non-illuminated letters;
 - (f) exposed fittings.
- not be placed under the awning or suspended from ceilings or external walkways unless approved by the Committee;
 - not project beyond the boundary of the lot unless approved by the Committee;
 - not include flashing lights and other illuminated signs having spasmodic flickering illumination and temporary signs of any nature.

19. Interiors

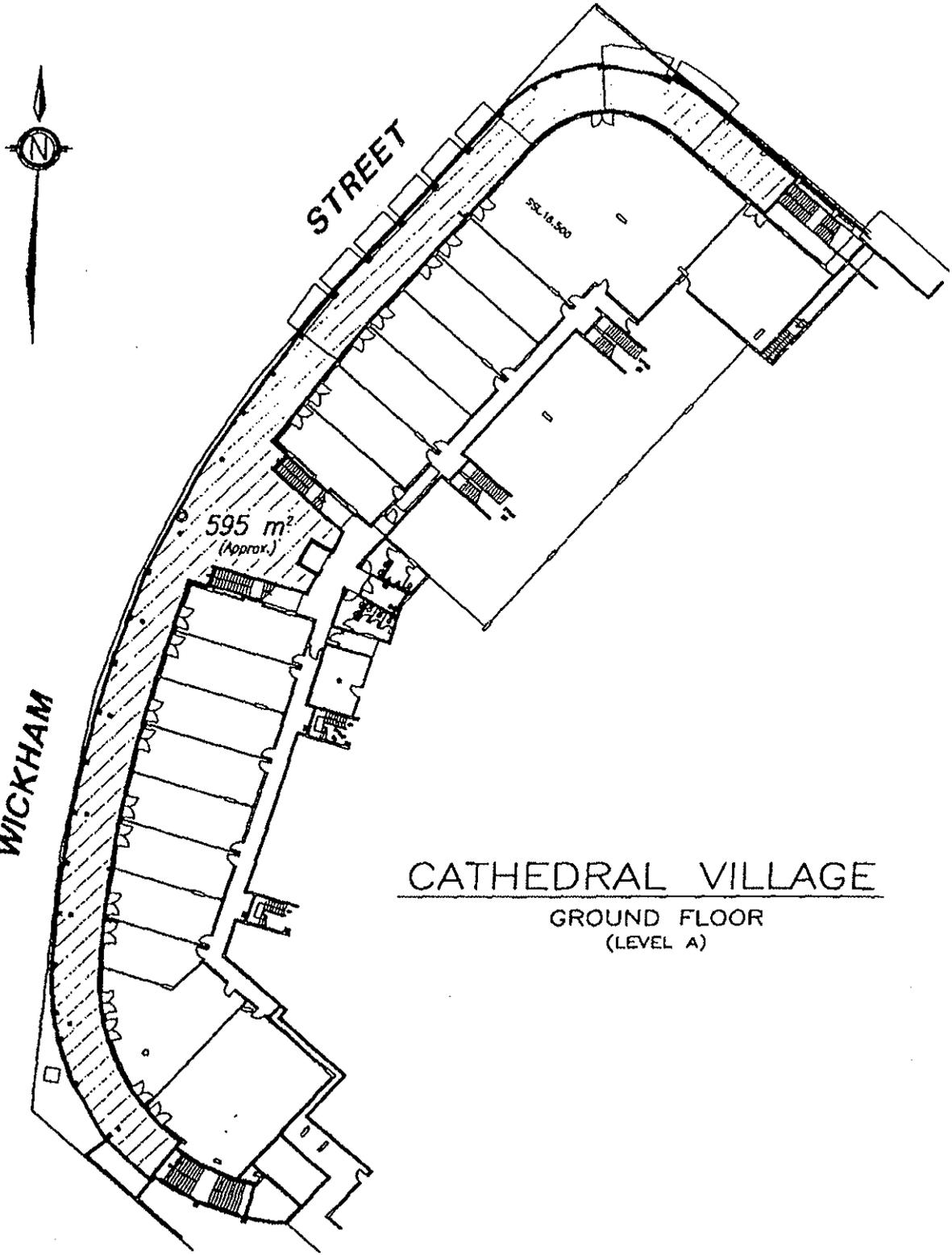
- (a) As the floors of the Lot are above the street frontage, thin floor finishes are to be sloped to the entry. The transition length should be at least 1.5m long. The approval of the transition details is at the Committee discretion. The floor coverings must make allowance for possible movement at construction joints;
- (b) Shelving, cabinets and load bearing elements must be supported from the floors on free standing bases;
- (c) Concrete block walls and partitions where exposed to view within a lot are to be rendered;
- (d) Ceilings must comply with the compliance of the BCA;
- (e) With respect to the lighting:-
 - (i) display lighting may be of a general or spotlight type;
 - (ii) incandescent lighting is preferred;
 - (iii) light sources including bulbs must be screened from the vision of customers;
 - (iv) recessed spotlight or track mounted fixtures are to be used in alcoves in shop fronts;
 - (v) the light level immediately inside the shop front is to be approximately 1,000 lux to a distance of 1 metre. The lighting level throughout the remainder of the Lot is to be 500 lux minimum;
 - (vi) recessed fluorescent fitting with diffuses may be used. Surface mounted fluorescent fitting will not be accepted other than in storage areas with full height walls or where used in connection with pelmets;
 - (vii) all stem mounted fixtures are to include baffles with low brightness reflectors or lenses;
 - (viii) any accent light, spotlights etc are to have cool globes;
 - (ix) base bulb incandescent fixtures that back onto lenses must not be visible street frontage.

20. Gas

All installed gas appliances and/or equipment must be fitted with 100% flame failure protection devices

(A)

BY LAW 34 - OUTDOOR DINING AREA



CATHEDRAL VILLAGE

GROUND FLOOR
(LEVEL A)

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LAND SURVEYORS FAX 07 3846 7844
TOWN PLANNERS A.C.N. 618 379 418