

# MALLESONS STEPHEN JAQUES

SP71747



## By-Laws for Vie 1, 2 and 3 at City Quarter

**Mallesons Stephen Jaques**  
Level 60  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney

# By-Laws for Vie 1, 2 and 3 at City Quarter Contents

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# By-Laws for Vie 1, 2 and 3 at City Quarter

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### **1 City Quarter and the Community Scheme**

#### **1.1 Community Scheme**

City Quarter is a community scheme. The Community Association is the primary management body for City Quarter, exercising control over the entire development.

#### **1.2 Members of the Community Association**

The members of the Community Association are:

- (a) each owners corporation (including your Owners Corporation); and
- (b) each owner of a community development lot or a stratum lot (ie a lot that has not been subdivided by a strata plan).

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### **2 Community Management Statement**

#### **2.1 Overview**

The Community Management Statement is an essential document for the management and operation of City Quarter. It explains the rights and obligations of the Community Association, owners corporations and owners and occupiers of lots in City Quarter.

#### **2.2 Consents under the Community Management Statement**

Nothing in these by-laws gives you or your Owners Corporation consent to do something that is prohibited or regulated by the Community Management Statement.

#### **2.3 Who must comply?**

The Community Association, owners corporations and the owners and occupiers of lots in City Quarter (including you and the Owners Corporation) must comply with the Community Management Statement.

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### **3 Architectural Code**

#### **3.1 Purpose**

The Architectural Code for City Quarter has been adopted by the Community Association according to the Community Management Statement. The purpose of the Architectural Code is to protect the architectural and landscape integrity of City Quarter.

#### **3.2 Who must comply?**

You and the Owners Corporation must comply with the Architectural Code.

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## **4 How do these by-laws work?**

### **4.1 Purpose**

These by-law are about local issues which affect Vie 1, 2 and 3.

### **4.2 Who must comply?**

You must comply with these by-laws if you are the Owner or Occupier of a Lot in Vie 1, 2 and 3. The Owners Corporation must also comply with these by-laws.

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## **5 Exclusive Use By-Laws**

### **5.1 Purpose of the Exclusive Use By-Laws**

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property of which they have the exclusive use or benefit. Exclusive Use By-Laws also create special privileges in respect of Common Property.

### **5.2 How to change an Exclusive Use By-Law**

The Owners Corporation may create, amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits (or will benefit) from the Exclusive Use By-Law.

### **5.3 Occupiers may exercise rights**

The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.

### **5.4 Repairing damage**

The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused to Common Property or the property of another Owner or Occupier while exercising rights or complying with obligations under the Exclusive Use By-Law.

### **5.5 Indemnities**

The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by complying with obligations or exercising rights under the Exclusive Use By-Law.

### **5.6 Additional insurances**

An Owner of a Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for its

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insurance policies caused by exercising rights or performing obligations under the Exclusive Use By-Law.

## 5.7 Access to exclusive use areas

An Owner of a Lot which has the benefit of an Exclusive Use By-Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the Strata Management Statement and the by-laws and its lease with the Authority for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

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## 6 Your rights and obligations

Most of your rights and obligations are explained in the Community Management Statement. In particular:

- (a) part 2 of the Community Management Statement explains the Architectural Code for City Quarter and the consent process for doing building works; and
- (b) part 3 of the Community Management Statement explains your obligations in relation to your Lot and City Quarter generally.

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## 7 Carparking spaces

### 7.1 When does this by-law apply?

This by-law 7 applies to carparking spaces that are part Lots, utility Lots or exclusive use areas.

### 7.2 Use of carparking spaces

You may only use your carparking space for the parking of registered and operational motor vehicles and motor cycles.

### 7.3 Restrictions on use

You must not use your carparking space for any other purpose including, without limitation:

- (a) as a storage area; or
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs; or
- (d) to park boats, caravans and trailers.

### 7.4 Owners Corporation not liable

The Owners Corporation is not responsible for:



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- (a) anything stolen from a parking space; or
- (b) damage to a motor vehicle or anything else kept in a parking space (including damage to a vehicle entering or leaving the parking space).

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## 8 Parking on Common Property

### 8.1 Your obligations

Under the Community Management Statement, you must not park on Common Property unless you have consent from the Owners Corporation.

### 8.2 Visitor Parking Spaces

Visitor Parking Spaces are for use by your visitors on a casual basis only. You must not, under any circumstances, park a vehicle in a Visitor Parking Space. The Community Management Statement applies.

### 8.3 Interpreting this by-law

This by-law 8 does not affect the rights of the Owner of Lot 128 under by-law 16 ("Exclusive use of Retail Grease Arrestor") to park on Common Property to exercise the Owner's rights and perform the Owner's obligations under that by-law.

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## 9 Using the Carwash Bay

### 9.1 Requirements for use

Subject to this by-law 9, you may use the Carwash Bay during the hours nominated by the Owners Corporation.

### 9.2 Obstruction

You must not unreasonably obstruct the use of the Carwash Bay by other Owners and Occupiers. In particular, you may park your vehicle in the Carwash Bay only during the periods you use the Carwash Bay facilities to wash your vehicle.

### 9.3 Other obligations

When you have finished using the Carwash Bay, you must:

- (a) turn off all taps you have used; and
- (b) leave the Carwash Bay clean and tidy.

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## 10 Installing an Airconditioning Unit

### 10.1 What are your rights?

You may install an Airconditioning Unit on the balcony or loggia of your Lot provided that you comply with this by-law 10 and obtain the consents required under this by-law.

### 10.2 What consents do you require?

Before you install an Airconditioning Unit, you must obtain consent from the Owners Corporation:

- (a) for the make, model, noise output, water runoff, proposed location of the evaporator or compressor and indoor unit and the proposed hours of operation of the unit; and
- (b) to make any alterations to Common Property necessary to make the installation (eg run wires or pipes through the Common Property wall or door onto the balcony or loggia of your Lot).

### 10.3 Obligations when you install an Airconditioning Unit

If you install an Airconditioning Unit according to this by-law 10, you must:

- (a) comply with the Architectural Code; and
- (b) comply with the reasonable requirements of the Owners Corporation about the times during which the installation is made; and
- (c) ensure that the installation is made by a contractor who is duly licensed according to the *Building Services Corporation Act 1989* (NSW); and
- (d) promptly rectify any damage you (or a person acting on your behalf) cause to Common Property or the property of another Owner or Occupier.

### 10.4 What are your ongoing obligations?

If an Airconditioning Unit is installed in your Lot, you must:

- (a) properly maintain, repair and, where necessary, replace the Airconditioning Unit; and
- (b) dispose of any condensation and run-off from the Airconditioning Unit; and
- (c) promptly rectify any damage caused by the operation of the Airconditioning Unit to another Lot or Common Property; and
- (d) comply with the requirements of Sydney City Council and Government Agencies about the operation and use of airconditioning units.

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## 10.5 Noise controls

If an Airconditioning Unit is installed in your Lot, you must not operate the unit in a way or at any time which unreasonably interferes with the use and enjoyment by another Owner or Occupier of their Lot.

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## 11 Signs

### 11.1 For sale and for lease signs prohibited

You must not place a "For Sale" or "For Lease" sign in your Lot or on Common Property.

### 11.2 Other signs

You must obtain consent from the Owners Corporation before you place any other type of sign in your Lot or on Common Property. The sign must comply with the Architectural Code.

### 11.3 Interpreting this by-law

By-law 11.2 does not affect the rights of the Owner of Lot 128 under by-law 14 ("Exclusive use of Retail Outdoor Areas").

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## 12 Exclusive use of Residential Common Property

### 12.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 12 only with the written consent of the Owners of each Lot other than Lot 128. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 12.2 Interpreting this by-law

In this by-law 12, "you" means the Owner of each Lot other than Lot 128.

### 12.3 Grant of rights

You have exclusive use of Residential Common Property.

### 12.4 Maintaining Residential Common Property

The Owners Corporation must clean, maintain, repair and, where necessary, replace Residential Common Property.

### 12.5 Paying costs

You must pay the costs of the Owners Corporation under by-law 12.3 ("Maintaining Residential Common Property") in shares proportional to the unit entitlements of your Lot.

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## 12.6 Accounts for costs

The Owners Corporation must give you regular accounts of the amounts you owe under this by-law 12. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

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## 13 Exclusive use of Retail Common Property

### 13.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 13 only with the written consent of the Owner of Lot 128. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 13.2 Interpreting this by-law

In this by-law 13, "you" means the Owner of Lot 128.

### 13.3 Grant of rights

You have exclusive use of the Retail Common Property.

### 13.4 Maintaining Retail Common Property

You must, at your cost, clean, maintain, repair and, where necessary, replace Retail Common Property.

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## 14 Exclusive use of Retail Outdoor Areas

### 14.1 Exclusive Use By-Law

This is an Exclusive Use By-Law according to division 4, chapter 2 in part 5 of the Act. The Owners Corporation may cancel or amend this by-law 14 only with the written consent of the Owner of Lot 128. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 14.2 Interpreting this by-law

In this by-law 14, "you" means the Owner of Lot 128.

### 14.3 Grant of rights

Subject to this by-law 14, you have:

- (a) exclusive use of Retail Outdoor Area A; and
- (b) the special privilege to use Retail Outdoor Area B; and

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- (c) the special privilege to use the Retail Outdoor Areas for purposes associated with the use of Lot 128, including placing tables and chairs in the Retail Outdoor Areas for use by patrons of Lot 128; and
- (d) the special privilege to do anything in Lot 128 and the Retail Outdoor Areas authorised in the Retail Outdoor Area Development Consent.

## 14.4 Obligations of the Owner

You must, at your cost:

- (a) keep clean, maintain, repair and, where necessary, replace the Retail Outdoor Areas and items placed in the Retail Outdoor Areas by the Owner; and
- (b) use the Retail Outdoor Areas only in accordance with the Retail Outdoor Area Development Consent; and
- (c) use the Retail Outdoor Areas only on the days and during the hours permitted under the Retail Outdoor Area Development Consent; and
- (d) ensure that tables and chairs are stored according to the Retail Outdoor Area Development Consent when they are not in use; and
- (e) maintain tables and chairs on the Retail Outdoor Areas to the standard required under the Retail Outdoor Area Development Consent; and
- (f) comply with obligations in the Retail Outdoor Area Development Consent regarding the behaviour of patrons to Lot 128 and the Retail Outdoor Areas; and
- (g) remove garbage and recyclable materials for Lot 128 only during the days and the hours specified in the Retail Outdoor Area Development Consent for that purpose; and
- (h) ensure that noise (including noise from mechanical plant) and vibrations emitted from Lot 128 and the Retail Outdoor Areas comply with the Retail Outdoor Area Development Consent; and
- (i) provide lighting at night in the Retail Outdoor Areas (which must not interfere with other Owners or Occupiers) which provides the following maintained illuminance levels in both the horizontal and vertical plane, when measured 1.5 metres above the floor of the Retail Outdoor Areas:
  - (i) a minimum average maintained illuminance level of 10 lux; and
  - (ii) a maximum illuminance level of 200 lux; and
  - (iii) an illuminance ratio ( $E_{avg}/E_{min}$ ) not exceeding 4:1 to ensure the safe movement of pedestrians; and
- (j) immediately remove any graffiti in the Retail Outdoor Areas; and

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- (k) provide an adequate number of receptacles for the disposal of cigarette butts in the Retail Outdoor Areas.

### 14.5 Some prohibitions

You must not:

- (a) keep flammable materials or rubbish in the Retail Outdoor Areas; or
- (b) allow spruikers, recordings or other devices which have the effect of spruiking to be located on the Retail Outdoor Areas (or on any other part of Common Property); or
- (c) place any merchandise, public phones, stored materials (including garbage and recyclable materials) and similar items on the Retail Outdoor Areas; or
- (d) install gaming machines, amusement devices or similar items in the Retail Outdoor Areas; or
- (e) install any lighting in the Retail Outdoor Areas which does not comply with the Retail Outdoor Development Consent or by-law 14.3(i) ("Obligations of the Owner"); or
- (f) conduct public entertainment (as that term is defined in the Local Government Act 1993 (NSW)) in Lot 128 or on the Retail Outdoor Areas; or
- (g) place ancillary outdoor furniture (eg planters, umbrellas or heaters) on the Retail Outdoor Areas without consent from the Owners Corporation and Council (and any other relevant Government Agency).

### 14.6 Approvals for signs

Despite by-law 11.2 ("Other signs"), you may erect signs in Lot 128 and on the Outdoor Retail Areas provided that:

- (a) the Owner obtains consent from Council if consent is required under the Retail Outdoor Area Development Consent; and
- (b) the Owner obtains consent from the Owners Corporation.

The Owners Corporation must not unreasonably withhold its consent to you erecting a sign, or applying to Council to erect a sign, provided that:

- (c) the sign is to advertise the business carried out in Lot 128 and the Retail Outdoor Areas; and
- (d) the sign complies with all relevant requirements of the Retail Outdoor Area Development Consent; and
- (e) the sign complies with by-law 14.6 ("Other requirements for signs and advertising").

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## 14.7 Other requirements for signs and advertising

You must not:

- (a) attach a flag or banner to the shopfront of Lot 128 or to the Retail Outdoor Areas; or
- (b) install any flashing sign which is visible from Common Property or another Lot.

## 14.8 Access to the Retail Outdoor Areas by Owners Corporation

You must give the Owners Corporation access to the Retail Outdoor Areas to enable the Owners Corporation to comply with its obligations under the Act. Except in an emergency, the Owners Corporation must:

- (a) give the Owner reasonable notice of its intention to enter the Retail Outdoor Areas; and
- (b) *use its reasonable endeavours not to interfere with the use of the Retail Outdoor Areas by patrons of Lot 128.*

## 14.9 Access to Retail Outdoor Area B

In addition to your obligations under by-law 5.7 ("Access to exclusive use areas"), you must, at all times, allow pedestrian access over Retail Outdoor Area B by persons lawfully entitled to do so.

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## 15 Exclusive use of Retail Plant Room

### 15.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 15 only with the written consent of the Owner of Lot 128. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 15.2 Interpreting this by-law

In this by-law 15, "you" means the Owner of Lot 128.

### 15.3 Grant of rights

Subject to this by-law 15, you have:

- (a) exclusive use of the Retail Plant Room and the Retail Plant; and
- (b) the special privilege to install plant and equipment in the Retail Plant Room which will service Lot 128; and
- (c) the special privilege to make minor alterations to Common Property in the Retail Plant Room necessary to install plant and equipment according to by-law 15.2(b).

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## 15.4 Obligations of the Owner

You must:

- (a) keep clean, maintain and repair the Retail Plant Room and the Retail Plant; and
- (b) where necessary, replace Retail Plant; and
- (c) keep clean, maintain, repair and, where necessary, replace plant and equipment installed in the Retail Plant Room according to this by-law 15 (whether or not the Owner installed it).
- (d) ensure that noise and vibrations emitted from the Retail Plant Room and the Retail Plant do not unreasonably interfere with other Owners and Occupiers.

## 15.5 Obligations of the Owners Corporation

Subject to this by-law 15, the Owners Corporation must make structural repairs to the Retail Plant Room.

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## 16 Exclusive use of Retail Grease Arrestor

### 16.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 16 only with the written consent of the Owner of Lot 128.

### 16.2 Interpreting this by-law

In this by-law 16, "you" means the Owner of Lot 128.

### 16.3 Grant of rights

Subject to this by-law 16, you have:

- (a) exclusive use of the Retail Grease Arrestor; and
- (b) the special privilege to make minor alterations to Common Property to connect Lot 128 to the Retail Grease Arrestor; and
- (c) the special privilege to park on that part of the Common Property necessary to pump out the Retail Grease Arrestor (but only while the Retail Grease Arrestor is being pumped out).

### 16.4 Obligations of the Owner

You must, at your cost:

- (a) properly maintain, repair and, where necessary, replace the Retail Grease Arrestor; and
- (b) arrange for regular pump outs of the Retail Grease Arrestor; and



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- (c) comply with the requirements of Government Agencies for grease Arrestors; and
- (d) maintain, repair and, where necessary, replace any alterations made according to by-law 16.2(b) ("Grant of rights"); and
- (e) immediately clean up any spills caused by exercising your rights and complying with your obligations under this by-law 16, particularly when pumping out the Retail Grease Arrestor; and
- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this by-law 16.

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## 17 Exclusive use of Vie 1 Roof and right to install Display Suite

### 17.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 17 only with the written consent of the Owner of Lot 125. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 17.2 Interpreting this by-law

In this by-law 17, "you" means the Owner of Lot 125.

### 17.3 Grant of rights

Subject to this by-law 17, you have:

- (a) exclusive use of the Vie 1 Roof; and
- (b) the special privilege to carry out the Installation Works; and
- (c) the special privilege to carry out the Removal Works; and
- (d) the special privilege to use the Display Suite for marketing and other purposes related with the sale of lots in City Quarter on the days and during the hours determined by you (which may be seven days per week); and
- (e) the special privilege to use the Common Property foyer, lift and corridors on level 5 of Vie 1 for purposes associated with the exercise of rights conferred on you under this by-law 17; and
- (f) consent to lodge development applications (and modifications of them) to carry out the Works and exercise your rights under this by-law 17 and, in this regard, the Owners Corporation must promptly give and sign any applications or other documents you reasonably require in order to lodge a development application (or modification).

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## 17.4 Requirements before carrying out Installation Works

Before you carry out the Installation Works, you must:

- (a) obtain all necessary consents from Council and other Government Agencies to carry out the Installation Works; and
- (b) provide copies of the consents to the Owners Corporation; and
- (c) provide the Owners Corporation with a certificate from a structural engineer who is acceptable to the Owners Corporation (acting reasonably) that the Installation Works will not cause structural damage to Common Property in Vie 1.

## 17.5 Requirements before carrying out Removal Works

Before you carry out the Removal Works, you must:

- (a) provide the Owners Corporation with at least one months' notice; and
- (b) obtain all necessary consents from Council and other Government Agencies to carry out the Removal Works; and
- (c) provide copies of the consents to the Owners Corporation.

## 17.6 Remediation Works

You must commence the Remediation Works promptly after completion of the Removal Works. You must complete the Remediation Works within a reasonable time, subject to the nature and extent of those works.

## 17.7 Certification after Remediation Works complete

Within seven days after you have completed the Remediation Works, you must provide the Owners Corporation with a certificate from a structural engineer who is acceptable to the Owners Corporation (acting reasonably) that the Remediation Works have been completed in a proper and workmanlike manner.

## 17.8 Obligations while carrying out Works

When you carry out Works, you must:

- (a) comply with the terms of any development consent relating to the Works; and
- (b) carry out the Works only during the hours specified in any development consent relating to the Works or, if no hour is specified, between 8:00am to 4:00pm, Mondays to Fridays (other than public holidays in New South Wales); and
- (c) leave the Common Property clean and tidy and remove all debris and other rubbish from Common Property caused by the Works each day.

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## 17.9 Obligations while exercising other rights

You must:

- (a) maintain the Display Suite to a standard commensurate with the standard of Vie 1, 2 and 3; and
- (b) promptly rectify any damage you or your invitees cause to Common Property while exercising rights or complying with obligations under this by-law 17.

## 17.10 Insurances

You must effect the following insurances:

- (a) an industrial special risk policy for the full cost of the Works; and
- (b) a public liability policy for at least \$10,000,000.

## 17.11 Services

You must:

- (a) ensure that any Services for the Display Suite are connected to the Services for Lot 125; or
- (b) connect the Display Suite to Common Property Services only with the prior consent of the Owners Corporation, which the Owners Corporation must not unreasonably withhold.

## 17.12 Payments to the Owners Corporation

You must pay the Owners Corporation a fee of \$2,000 (including GST) per calendar month in arrears. You must:

- (a) make the first payment one month after commencement of the Installation Works; and
- (b) make the last payment after you have given the Owners Corporation the certificate in by-law 17.7 ("Certification after Remediation Works complete").

## 17.13 Tax Invoices

The Owners Corporation must provide you with Tax Invoices for the payments you make under by-law 17.10 ("Payments to the Owners Corporation").

## 17.14 Indemnity

In addition to the indemnity in by-law 5.5 ("Indemnities") and subject to the insurances you effect according to by-law 17.10 ("Insurances"), you indemnify the Owners Corporation against any cost, damage (including damage to Common Property), loss, injury or death caused by:

- (a) carrying out the Works; or

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- (b) maintaining the Display Suite on the Vie 1 Roof; or
- (c) exercising other rights and privileges or complying with obligations under this by-law 17

from the commencement of the Installation Works until your rights and obligations are terminated according to by-law 17.15 ("Termination of rights").

## 17.15 Termination of rights

Your rights and obligations under this by-law 17, including the indemnity under by-law 17.14 ("Indemnity") terminate when you notify the Owners Corporation that you will not exercise your rights or, if you do exercise your rights, when:

- (a) you provide the Owners Corporation with the certificate in by-law 17.7 ("Certification after Remediation Works complete"); and
- (b) you make your last monthly payment to the Owners Corporation under by-law 17.10 ("Payments to the Owners Corporation").

## 17.16 Repealing this by-law

If required by either you or the Owners Corporation, this by-law 17 must be repealed by the Owners Corporation after your rights are terminated according to by-law 17.15 ("Termination of rights"). If you require the by-law to be repealed:

- (a) the Owners Corporation must pass a resolution to repeal the by-law; and
- (b) affix its common seal to any notice or form required to register the repeal of the by-law; and
- (c) produce the certificate of title for Common Property at Land and Property Information NSW; and
- (d) you must lodge the notice or form necessary to repeal the by-law at Land and Property Information NSW; and
- (e) you must pay the Owners Corporation's reasonable costs.

If the Owners Corporation requires the by-law to be repealed:

- (f) you must consent to repeal of the by-law and give any written consents required by the Owners Corporation; and
- (g) the Owners Corporation must pay its own costs.

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## 18 Exclusive use of Carpark Area

### 18.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 18 only with the written consent of the Owners of Lot 131 to 138. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

### 18.2 Interpreting this by-law

In this by-law 18, "you" means the Owners of Lots 131 to 138.

### 18.3 Grant of rights

You have:

- (a) exclusive use of the Carpark Area; and
- (b) the special privilege to erect a security boom gate or similar device in the Carpark Area to secure vehicle access to Lots 131 to 138; and
- (c) the special privilege to erect a wire mesh fence or similar device around the Carpark Area.

### 18.4 Obligations of the Owners

You must:

- (a) keep clean, maintain and repair the Carpark Area; and
- (b) keep clean, maintain, repair and, where necessary, replace any installations you make in the Carpark Area according to this by-law 18.

### 18.5 Paying costs

You must pay your costs under this by-law 18 in shares proportional to the unit entitlements of your Lot.

### 18.6 Obligations of the Owners Corporation

Subject to this by-law 18, the Owners Corporation must make structural repairs to the Carpark Area.

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## 19 Exclusive use of Storeroom

### 19.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may cancel or amend this by-law 19 only with the written consent of the Owner of Lot 131. By-laws 5.3 ("Occupiers may exercise rights") to 5.7 ("Access to exclusive use areas") apply.

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## 19.2 Interpreting this by-law

In this by-law 19, "you" means the Owner of Lot 131.

## 19.3 Grant of rights

Subject to this by-law 19, you have:

- (a) exclusive use of the Storeroom;
- (b) the special privilege to make minor alterations to Common Property to fitout the Storeroom; and
- (c) the special privilege to store anything permitted by law in the Storeroom.

## 19.4 Your obligations

You must, at your cost:

- (a) secure the Storeroom;
- (b) clean, maintain, repair and, where necessary, replace Storeroom;
- (c) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this by-law 19.

## 19.5 Owners Corporation not liable

The Owners Corporation is not liable for:

- (a) anything lost or stolen from the Storeroom; or
- (b) damage to anything kept in the Storeroom.

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## 20 Restricted Common Property

### 20.1 Exclusive use and special privileges

According to by-law 63 in the Community Management Statement, the Owners Corporation grants the Community Association:

- (a) exclusive use of Restricted Common Property; and
- (b) a special privilege to control, manage, operate, maintain and replace Restricted Common Property.

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## 20.2 Rights and obligations of the Community Association

The Community Association must:

- (a) control, manage, operate, maintain and replace Restricted Common Property according to this by-law 20; and
- (b) have consent from the Owners Corporation before it replaces Restricted Common Property; and
- (c) repair damage to Restricted Common Property caused by exercising rights or complying with obligations under this by-law 20; and
- (d) repair damage to the property of an Owner or Occupier caused by exercising rights or complying with obligations under this by-law 20; and
- (e) be responsible for the costs of the Restricted Common Property, according to the Community Land Management Act 1989; and
- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law 20.

## 20.3 Agreements

The Community Association may make agreements with other persons (eg the site manager appointed by it under the Community Management Statement) to exercise its rights or functions under this by-law 20.

## 20.4 Obligations of the Owners Corporation

Under by-law 63 of the Community Management Statement, Restricted Common Property is available for use by:

- (a) Owners and Occupiers of Lots in Vie 1, 2 and 3; and
- (b) owners and occupiers of lots in other strata schemes in City Quarter.

## 20.5 Owners Corporation's obligations

The Owners Corporation must ensure that ensure that:

- (a) Restricted Common Property is available for use according to by-law 20.4 ("Obligations of the Owners Corporation") and by-law 63 of the Community Management Statement; and
- (b) the Community Association has access to Restricted Common Property so that the Community Association may comply with its obligations under the *Community Land Management Act 1989* (NSW) and the Community Management Statement.

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## **21 Agreements made by the Community Association**

### **21.1 Powers of the Community Association**

Under by-laws 44, 45 and 46 of the Community Management Statement, the Community Association has the power to make agreements on behalf of the Owners Corporation:

- (a) for the management, operation and maintenance of Restricted Common Property and Common Property;
- (b) for the provision of services and amenities; and
- (c) with a site manager to provide for management, maintenance and operational services for City Quarter and, in particular, for Restricted Common Property.

### **21.2 Obligations of the Owners Corporation**

The Owners Corporation must:

- (a) ratify all agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement (providing those agreements are consistent with the terms and objectives of those by-laws); and
- (b) terminate any agreement it makes for the provision of any services if the Community Association makes an agreement on behalf of the Owners Corporation to provide those services under by-laws 44, 45 or 46 of the Community Management Statement.

### **21.3 Deeds**

The Owners Corporation may enter into a deed with the Community Association to confirm its ratification of agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement.

### **21.4 Other agreements for services**

The Owners Corporation must not enter into an agreement for the provision of any services if those services are provided under an agreement made by the Community Association on behalf of the Owners Corporation according to by-laws 44, 45 or 46 of the Community Management Statement.

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## **22 Agreement with the Building Manager**

### **22.1 Purpose of the agreement**

In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Vie 1, 2 and 3.



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## 22.2 Restrictions on appointment

This by-law 22 and the appointment of a Building Manager by the Owners Corporation are subject to:

- (a) by-law 21 ("Agreements made by the Community Association"); and
- (b) by-law 45 in the Community Management Statement.

## 22.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of its executive committee to the Building Manager.

## 22.4 Term of the agreement

Subject to the law, the term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:

- (a) the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
- (b) the rights of the Building Manager to assign the agreement.

## 22.5 Remuneration

The remuneration of the Building Manager for the duration of the agreement may be at the discretion of the Owners Corporation.

## 22.6 Duties

The duties of the Building Manager may include:

- (a) caretaking, cleaning and providing security services for the Common Property; and
- (b) supervising and servicing Common Property; and
- (c) supervising the security, cleaning, repair, maintenance, renewal or replacement Common Property; and
- (d) supervising the use of Common Property parking areas and driveways; and
- (e) providing services to the Owners Corporation, Owners and Occupiers; and
- (f) operating the security key system for Vie 1, 2 and 3; and
- (g) supervising, controlling and regulating employees and contractors of the Owners Corporation; and
- (h) supervising Vie 1, 2 and 3 generally; and

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- (i) doing anything else that the Owners Corporation agrees is beneficial to or necessary for the operation and management of Vie 1, 2 and 3 or the owners.

## 22.7 Other services

The owners corporation may grant the Building Manager the sole right to enter into an agreement with the owners corporation to provide any services contemplated by this by-law 22 and any ancillary services.

## 22.8 Other agreements

The owners corporation must have the Building Manager's consent to have more than one agreement under this by-law 22 at the same time.

## 22.9 Third parties

The agreement with the Building Manager may permit the Building Manager to make arrangements with third parties to exercise its rights and duties.

## 22.10 No serviced apartments

The Owners Corporation may not enter into an agreement that permits the Building Manager (or any other person) to conduct a serviced apartment scheme in City Quarter.

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## 23 The Building Manager and you

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or  
(b) interfere with or stop the Building Manager using common property that the Owners Corporation allows the Building Manager to use.

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## 24 Interpretation

### 24.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Act** means the Strata Schemes Management Act 1996 (NSW).

**Airconditioning Unit** means a split system airconditioning unit, including all pipes, wires, cables and ducts servicing the unit.

**Architectural Code** means the architectural and landscape code adopted by the Community Association according to the Community Management Statement.

**Building Manager** means the person appointed by Owners Corporation under by-law 22 ("Agreement with the Building Manager").

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**Carpark Area** means the Common Property area in the carpark of Vie 1, 2 and 3 shown as (E) in the plan in the schedule.

**Carwash Bay** means the Common Property carwash bay located on the garden level of Vie 1, 2 and 3.

**City Quarter** means community scheme number DP No. 270241.

**Common Property** means common property in Vie 1, 2 and 3 and personal property of the Owners Corporation.

**Community Association** means Community Association DP No. 270241.

**Community Management Statement** means the community management statement for City Quarter.

**Council** means Council of the City of Sydney.

**Display Suite** means a temporary structure, stairs and access way above the roof of Vie 1 containing an air conditioned, serviced, fully partitioned, fitted out and furnished apartment and loggia.

**Exclusive Use By-Laws** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

**Government Agency** means a governmental or semi governmental administrative, fiscal or judicial department or entity.

**GST** has the meaning it has in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**Installation Works** means the construction and other works necessary to construct and install the Display Suite on the Vie 1 Roof including:

- (a) swinging cranes (and their loads) over Common Property; and
- (b) connecting the Display Suite to the Vie 1 Roof and Common Property on the Vie 1 Roof; and
- (c) constructing stairs from Lot 125 to the Vie 1 Roof and the Display Suite.

**Lot** means a lot in Vie 1, 2 and 3.

**Occupier** means an occupier, lessee or licensee of a Lot.

**Owner** means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and

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- (c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation for Vie 1, 2 and 3.

**Remediation Works** means the works necessary to restore the Vie 1 Roof and other Common Property after the Removal Works are carried out including:

- (a) restoring the Vie 1 Roof and all Common Property effected by the Works to a good and safe condition; and
- (b) testing the Common Property waterproofing membrane on Vie 1 and carrying out any works (including replacement works) necessary for the proper and effective functioning of the membrane required as a result of the Works or keeping the Display Suite on the Vie 1 Roof; and
- (c) rectifying any structural or other damage to the Vie 1 Roof or Common Property in Vie 1 caused by the Works or keeping the Display Suite on the Vie 1 Roof.

**Removal Works** means the removal of the Display Suite from the Vie 1 Roof including:

- (a) swinging cranes (and their loads) over Common Property; and
- (b) disconnecting the Display Suite from the Vie 1 Roof and Common Property on the Vie 1 Roof; and
- (c) removing the stairs from Lot 125 to the Vie 1 Roof and the Display Suite constructed as part of the Installation Works.

**Residential Common Property** means all Common Property inside the buildings in Vie 1, 2 and 3 which does not give access to Lot 128 including:

- (a) Common Property hallways, foyers, lifts in Vie 1, 2 and 3; and
- (b) Common Property garbage rooms, garbage chutes and associated equipment; and
- (c) Common Property walls, floors and ceilings in Vie 1, 2 and 3 (other than those which comprise Retail Common Property); and
- (d) Common Property services, plant and equipment which does not provide services to Lot 128; and
- (e) all personal property of the Owners Corporation located in any of the areas in (a) to (d); and
- (f) any fixtures and fittings located in any of the areas in (a) to (d) (for example, light fittings, carpet and paintwork).

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Residential Common Property excludes any Restricted Common Property, Retail Common Property, the Retail Outdoor Areas and the Retail Grease Arrestor.

**Restricted Common Property means:**

- (a) all open space Common Property areas outside buildings in Vie 1, 2 and 3; and
- (b) all Common Property visitor carparking bays; and
- (c) all Common Property off street service areas.

**Retail Common Property means:**

- (a) the Common Property walls, floors and ceilings on the boundaries of Lot 128; and
- (b) the Common Property windows and doors (including glass doors or sliding doors) on the boundaries of Lot 128, including those leading onto the Retail Outdoor Area; and
- (c) Common Property services, plant and equipment which provide services exclusively to Lot 128.

Retail Common Property excludes any Restricted Common Property.

**Retail Grease Arrestor** means the Common Property grease Arrestor identified on the plan in the schedule as (C). It includes all Common Property pipes, ducts, vents, filters and other services associated with the use, operation, maintenance, repair and pump out of the Retail Grease Arrestor.

**Retail Outdoor Area A** means the area of Common Property identified on the plan in the schedule as (A). It includes:

- (a) floor surfaces (eg tiles, concrete and other applied finishes); and
- (b) wall and ceiling surfaces (eg paint and other applied finishes).

**Retail Outdoor Area B** means the area of Common Property identified on the plan in the schedule as (B). It includes:

- (a) floor surfaces (eg tiles, concrete and other applied finishes); and
- (b) wall and ceiling surfaces (eg paint and other applied finishes).

**Retail Outdoor Areas** means Retail Outdoor Area A and Retail Outdoor Area B.

**Retail Outdoor Area Development Consent** means:

- (a) development consent S/SP/03/00181 and any modifications of it; and
- (b) any other development consent which applies to the use or occupation of the Retail Outdoor Area or Lot 128.

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**Retail Plant Room** means the Common Property plant room identified on the plan in the schedule as (D).

**Retail Plant** means Common Property plant and equipment located in the Retail Plant Room which exclusively services (or may service) Lot 128.

**Services** means:

- (a) any pipe, wire, cable, ducts or other equipment providing water, electricity, gas, telecommunications or other services; and
- (b) any meter which measures the consumption of the items in (a).

**Storeroom** means the Common Property storeroom identified on the plan in the schedule as (F).

**Tax Invoice** has the meaning it has in the GST Act.

**Vie 1, 2 and 3** means the strata scheme created on registration of the strata plan accompanying these by-laws.

**Vie 1** means that part of Vie 1, 2 and 3 containing Lots 90 to 128.

**Vie 1 Roof** means:

- (a) the Common Property roof of Vie 1; and
- (b) the Common Property airspace above the Vie 1 Roof to a height of six metres above the lowest level of the Vie 1 Roof.

**Visitor Parking Spaces** means the Common Property parking spaces designated for use by visitors of Owners and Occupiers.

**Works** means the Installation Works, Removal Works and Remediation Works.

## 24.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law 24 does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws, exclusive use by-laws and special privilege by-laws which are in force for Vie 1, 2 and 3; and
- (d) **(anything)** anything includes the whole or each part of it; and
- (e) **(variations and replacements)** a document (including the by-laws) includes any variation or replacement of it; and

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- (f) **(references to statutes)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (g) **(person)** a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (h) **(executors, administrators, successors)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) **(singular includes plural)** the singular includes the plural and vice versa; and
- (j) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to the example or examples of a similar kind.

## 24.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

## 24.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

# By-Laws for Vie 1, 2 and 3 at City Quarter

Schedule

**SP71747**

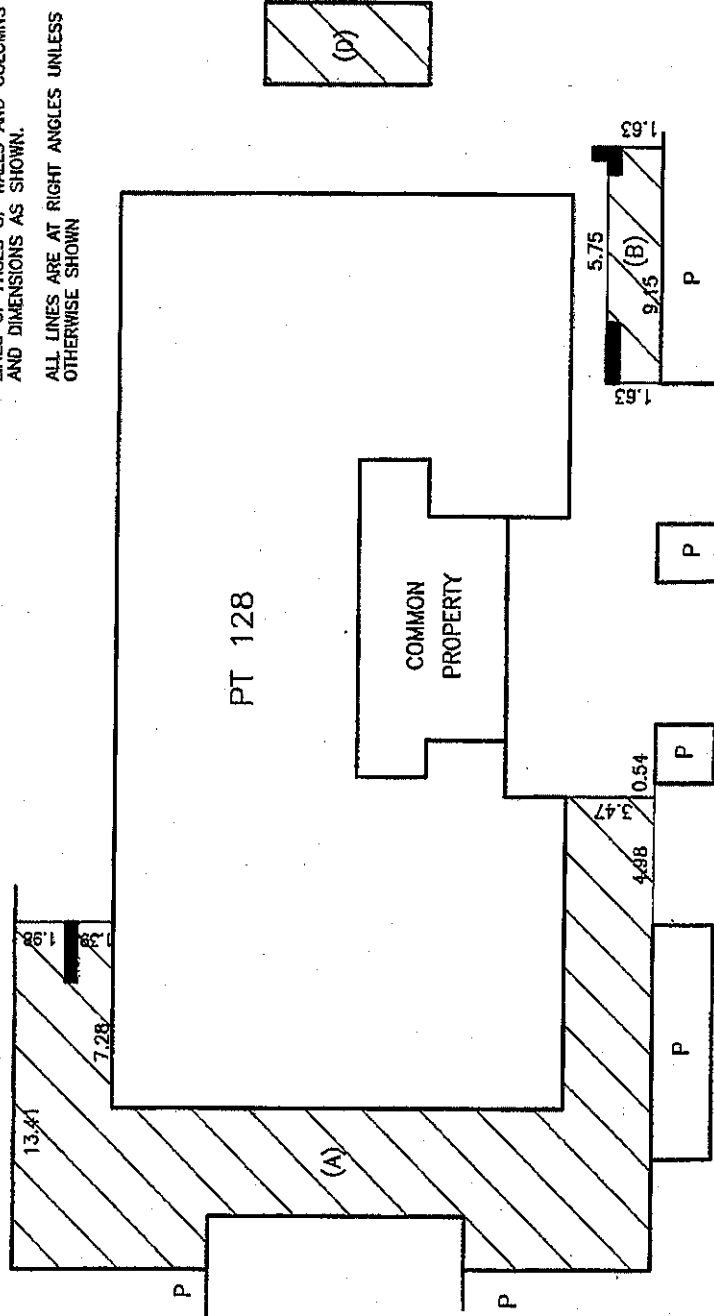


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EXCLUSIVE USE AREA SKETCH  
VILLAGE GREEN



- (A) DENOTES EXCLUSIVE USE AREA
  - (B) DENOTES PERMISSIBLE USE AREA
  - (C) DENOTES EXCLUSIVE USE AREA
  - (D) DENOTES EXCLUSIVE USE AREA
  - P DENOTES PLANTER
- EXCLUSIVE USE AND PERMISSIBLE USE  
 AREAS ARE DEFINED BY FACES OF WALLS,  
 LINES OF FACES OF WALLS AND COLUMNS  
 AND DIMENSIONS AS SHOWN.
- ALL LINES ARE AT RIGHT ANGLES UNLESS  
 OTHERWISE SHOWN



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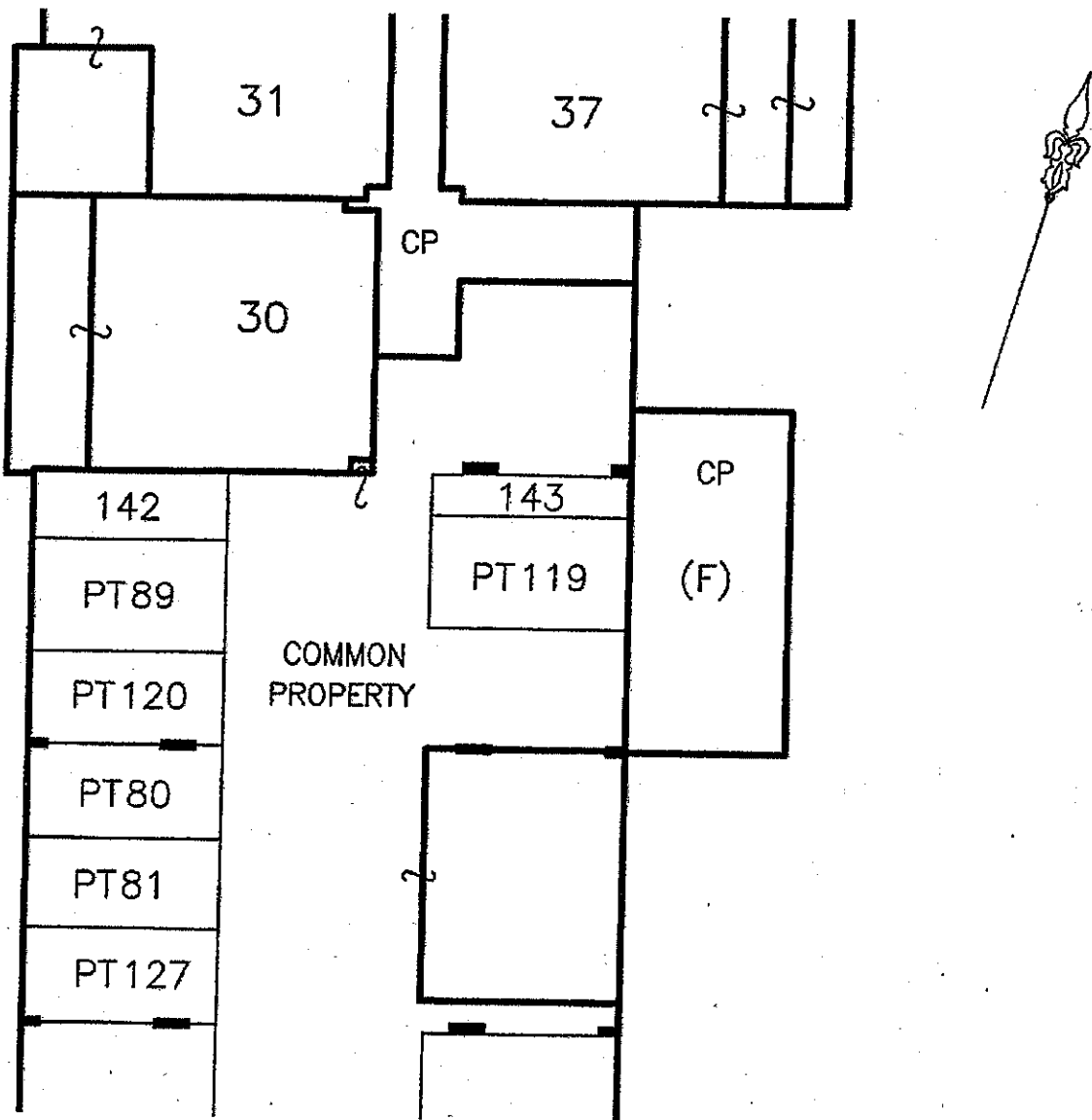
011018 GARDEN EXCL USE



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EXCLUSIVE USE AREA SKETCH

COURT LEVEL



(F) DENOTES EXCLUSIVE USE AREA  
CP DENOTES COMMON PROPERTY

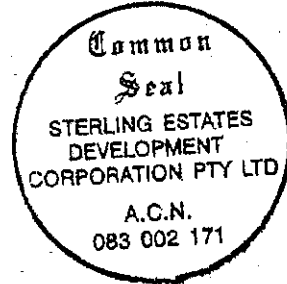
# By-Laws for Vie 1, 2 and 3 at City Quarter

Signing page

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DATED:

THE COMMON SEAL of )  
STERLING ESTATES )  
DEVELOPMENT CORPORATION )  
PTY LIMITED (ACN 083 002 171) is )  
affixed in accordance with its articles )  
of association in the presence of: )



.....  
Signature of authorised person

.....  
Signature of authorised person

..... DIRECTOR .....  
Office held

..... SECRETARY .....  
Office held

..... P. Yu .....  
Name of authorised person (block letters)

..... A. Yu .....  
Name of authorised person (block letters)

EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 009 653 136  
BY ITS SOLE APPOINTED ATTORNEYS

BRETT LENNANE  
MARK CORBETT

Full Names

.....  
Signature  
.....  
Signature

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

book 4200  
No 968

.....  
Witness VESNA TAN

THE COMMON SEAL OF MACQUARIE AUSTRALIA  
MANAGEMENT SERVICES LIMITED  
WAS HEREUNTO AFFIXED IN ACCORDANCE  
WITH THE COMPANY'S CONSTITUTION:

MBL

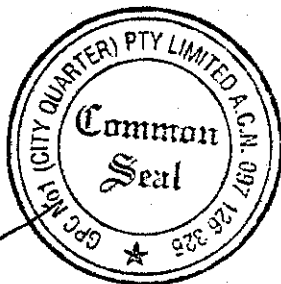
.....  
Dennis Leong  
SECRETARY



31/03  
.....  
Graeme Wilson  
Director

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GPC



DIRECTOR  
DANNY AU-YEUNG

SECRETARY  
EDWIN YEUNG