

MALLESONS STEPHEN JAQUES

SP72979

## By-Laws for Ivy

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**By-Laws for Ivy**

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## DY-LAWS FOR IVY

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### 1 Dictionary

#### 1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

*air-conditioned  
apartments*

*apartments* which at the date of registration of the strata plan for *Ivy* are connected to and are serviced by the *air conditioning services*.

*air conditioning  
services*

include, without limitation:

- (a) water cooled package units, cables, conduits, pipes, wires and ducts which are part of *common property* and exclusively service an *air-conditioned apartment* by supplying air conditioning; and
- (b) condenser water system circulating condenser water to *air-conditioned apartments*.

The *owner* of each *air-conditioned apartment* has exclusive use of the *air conditioning services* which service their *air-conditioned apartment*. See *exclusive use by-law 21* for more information.

*air conditioner unit*

a stand alone split system air conditioner and includes all condenser and package units, cables, conduits, pipes and wires which are located in an *apartment* or in and affixed to *common property* and exclusively service an *apartment*. See *exclusive use by-law 22* for more information.

*apartments*

lots in *Ivy* and any lots into which they are subdivided or resubdivided.

*architectural code*

the architectural code for *Ivy* and *St. Margaret's* generally in the *strata management statement*.

*balcony*

includes a terrace or balcony shown on the strata plan for *Ivy*.

*building management  
committee*

the building management committee for *St. Margaret's* established according to the *Development Act* and the *strata management statement*.

*building works*

works, alterations, additions, damage, removal, repairs or replacement of:

- (a) *common property* structures, including the *common property* walls, floor and ceiling enclosing your apartment. *Common*

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*property* walls include windows and doors in those walls;

- (b) the structure of your apartment;
- (c) the internal walls inside your apartment (eg a wall dividing two rooms in your apartment);
- (d) *common property* services; or
- (e) services in Ivy, whether or not they are for the exclusive use of your apartment.

Building works include altering or removing an *inter-tenancy wall* according to by-law 17.

Building works exclude:

- (f) minor fit out works inside an apartment; and
- (g) minor works or alterations to the interior of common property walls enclosing an apartment (eg hanging pictures or attaching items to those walls).

<i>caretaker</i>	the person the <i>owners corporation</i> appoints under by-law 23 to provide services for <i>Ivy</i> .
<i>cleaner</i>	the person the <i>owners corporation</i> appoints under by-law 24 to provide services for <i>Ivy</i> (or <i>St. Margaret's</i> generally in its capacity as a member of the <i>building management committee</i> ).
<i>common property</i>	common property in <i>Ivy</i> and personal property of the <i>owners corporation</i> .  For the purposes of the by-laws, common property does not include <i>shared facilities</i> which the <i>building management committee</i> must operate, maintain, repair and replace according to the <i>strata management statement</i> .
<i>Council</i>	South Sydney City Council and its successors.
<i>Development Act</i>	the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
<i>developer</i>	Zone Developments Pty Limited ABN 15 091 586 560 and its assigns.
<i>EPA</i>	the Environment Protection Authority or other relevant <i>government agency</i> from time to time.
<i>executive committee</i>	the executive committee of the <i>owners corporation</i> .

<i>exclusive use by-laws</i>	by-laws granting <i>owners</i> exclusive use and special privileges of <i>common property</i> according to chapter 2, part 5, division 4 of the <i>Management Act</i> .
<i>government agency</i>	a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the <i>Council</i> .
<i>inter-tenancy wall</i>	a <i>common property</i> wall between two <i>apartments</i> . See by-law 17 about making alterations to or removing inter-tenancy walls.
<i>Ivy</i>	strata plan no. SP72979
<i>Management Act</i>	<i>Strata Schemes Management Act 1996</i> (NSW).
<i>occupier</i>	the occupier, lessee or licensee of an <i>apartment</i> .
<i>owner</i>	(a) the owner for the time being of an <i>apartment</i> ; (b) if an <i>apartment</i> is subdivided or resubdivided, the owners for the time being of the new <i>apartments</i> ; (c) for an <i>exclusive use by-law</i> , the owner(s) of the <i>apartment(s)</i> benefiting from the by-law; and (d) a mortgagee in possession of an <i>apartment</i> .
<i>owners corporation</i>	The Owners - Strata Plan No. 72979
<i>rules</i>	rules made by the <i>owners corporation</i> according to by-law 27.
<i>St. Margaret's</i>	lots 2 to 8 inclusive in DP1063190.
<i>security key</i>	a key, magnetic card or other device or information used in <i>St. Margaret's</i> and <i>Ivy</i> to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 20 for more information.
<i>shared facilities</i>	services, plant, equipment, areas and other items used by two or more components in <i>St. Margaret's</i> . See the <i>strata management statement</i> for a list of shared facilities.
<i>site manager</i>	the person appointed by the <i>building management committee</i> under the strata management statement. See by-law 23 for more information.
<i>strata management</i>	the strata management statement for <i>St. Margaret's</i> . The <i>strata management statement</i>

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<i>statement</i>	contains rights and obligations of the <i>owners corporation</i> and other members of the <i>building management committee</i> in regard to the management and operation of <i>St. Margaret's</i> . See by-law 4 for more information.
<i>strata manager</i>	the person appointed by the <i>owners corporation</i> as its strata managing agent under section 27 of the <i>Management Act</i> . If the <i>owners corporation</i> does not appoint a strata managing agent, <i>strata manager</i> means the secretary of the <i>owners corporation</i> .

## 1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws.

In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the *Management Act*;
- (b) you means an *owner* or *occupier* of an *apartment*;
- (c) by-laws means the by-laws under the *Management Act* which are in force for *Ivy*;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

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## 2 About the by-laws

### 2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of *Ivy*. They are an essential document for the *owners corporation* and everyone who owns or occupies an *apartment*.

The by-laws are designed to maintain the quality of *Ivy*. They operate to enhance everyone's use and enjoyment of their *apartment* and the *common property*.

**2.2 Who must comply with the by-laws?**

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*Owners and occupiers must comply with the by-laws. The owners corporation must comply with the by-laws.*

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**3 Exclusive use by-laws**

**3.1 Purpose of the exclusive use by-law**

To more fairly apportion the costs for maintaining, repairing and replacing *common property*, *exclusive use by-law* make *owners* responsible for the *common property* which they exclusively use or have the benefit of.

**3.2 Interpreting this by-law**

In this by-law, "you" means the *owner* of an *apartment* which has the benefit of an *exclusive use by-law*.

**3.3 How to change an exclusive use by-law**

The *owners corporation* may make, amend or cancel an *exclusive use by-law* only by special resolution and with the written consent of the *owner* of each *apartment* which benefits from the *exclusive use by-law*. Initial period restrictions apply.

**3.4 Occupiers may exercise rights**

The *owner* of each *apartment* which has the benefit of an *exclusive use by-law* may allow the *occupier* of their *apartment* 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*.

**3.5 Regular accounts for your costs**

If you are required under an *exclusive use by-law* to contribute towards the costs of the *owners corporation*, the *owners corporation* must give you regular accounts for the amounts you owe. 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*).

**3.6 Repairing damage**

The *owner* of an *apartment* which has the benefit of an *exclusive use by-law* must repair damage caused by exercising rights under the *exclusive use by-law* to *common property* or the property of another *owner* or *occupier*.

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### 3.7 Indemnities

The *owner* of each *apartment* which has the benefit of an *exclusive use by-law* indemnifies the *owners corporation* against all claims and liability caused by exercising rights under the *exclusive use by-law*.

### 3.8 Additional insurances

In addition to their obligations under by-law 19, the *owner* of each *apartment* which has the benefit of an *exclusive use by-law* must reimburse the *owners corporation* for any increased premium for an insurance policy of the *owners corporation* caused as a result of the exercise of the *owner's* rights under the *exclusive use by-law*.

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## 4 Strata management statement

### 4.1 Purpose

The *strata management statement* regulates the management and operational issues affecting *Ivy* and the various components in *St. Margaret's*. It contains requirements and *rules* (in addition to these by-laws) with which you and the *owners corporation* must comply including, but not limited to:

- (a) requirements for the use and operation of *shared facilities*;
- (b) the apportionment of costs for *shared facilities*;
- (c) architectural standards and controls;
- (d) garbage storage and disposal; and
- (e) insurance requirements.

### 4.2 Copies of the strata management statement

Contact the *strata manager* if you would like a copy of the *strata management statement* (at your cost).

### 4.3 Who must comply with the strata management statement?

You must comply with the *strata management statement*. The *owners corporation* must comply with the *strata management statement*.

### 4.4 Building management committee

The *building management committee* is established under the *strata management statement* to administer issues affecting the various components in *St. Margaret's*. The *owners corporation* is a member of the *building management committee*. The *owners corporation* and the *owner* of each component in *St. Margaret's* must appoint a representative to represent and vote for them at meetings of the *building management committee*. The *owners corporation* must appoint its representative by special resolution according to the *Development Act*.

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### 4.5 Consents under the strata management statement

Nothing in the by-laws gives the *owners corporation*, an *owner* or an *occupier* consent to do anything which is prohibited or regulated by the *strata management statement*.

A consent under the by-laws does not relieve the *owners corporation*, an *owner* or an *occupier* from their obligation to obtain necessary consents under the *strata management statement*.

### 4.6 Inconsistencies between the by-laws and the strata management statement

If there is an inconsistency between a by-law and the *strata management statement*, the *owners corporation* must amend the inconsistent by-law to make it consistent with the *strata management statement*.

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## 5 Your behaviour

### 5.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an *apartment* or *common property* by another *owner* or *occupier* or *owner* or *occupier* within *St. Margaret's*;
- (b) create a sound pressure level that affects another *apartment* or *common property* that exceeds the background LA noise level by more than 5 dB(A). The source noise level will be assessed as an LAeq, 15min and adjusted in accordance with the relevant *EPA* guidelines in effect from time to time for tonality, frequency weighting, impulsive characteristics, fluctuations and temporal content;
- (c) create a sound pressure level that exceeds the recommended planning levels outlined in the *EPA* Industrial Noise Policy (or other applicable policy in effect from time to time) or as otherwise determined from time to time;
- (d) install an intruder alarm unless it satisfies with the requirements of the *Protection of the Environment Operations (Noise Control) Regulation 200* under the *Protection of the Environment Operation Act 1997* (NSW) or other relevant law in force from time to time;
- (e) use language or behave in a way that might offend or embarrass another *owner* or *occupier* or their visitors;
- (f) smoke cigarettes, cigars or pipes while you are on *common property* or allow smoke from them to enter *common property*;
- (g) obstruct the legal use of *common property* by any person;
- (h) do anything in *Ivy* which is illegal; or

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- (i) do anything which might damage the good reputation of the *owners corporation* or *Ivy* or *St. Margaret's*.

## 5.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your *apartment*;
- (b) the use of your *apartment*; and
- (c) *common property* to which you have a licence, lease or a right to use under an *exclusive use by-law*.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of *government agencies*.

## 5.3 Goods not to be stored on common property

At all times the *common property* must be kept clear of goods and shall not be used for storage purposes (including garbage storage).

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## 6 You are responsible for others

### 6.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the *strata management statement*;
- (b) make your visitors leave *Ivy* if they do not comply with the by-laws or the *strata management statement*;
- (c) take reasonable care about who you invite into *Ivy*; and
- (d) if you are the *owner* or *occupier* of an *apartment*, accompany your visitors at all times, except when they are entering or leaving *Ivy*.

You must not allow another person to do anything that you cannot do under the by-laws or the *strata management statement*.

### 6.2 Requirements if you lease your apartment

If you lease or licence your *apartment*, you must:

- (a) provide your tenant or licensee with up-to-date copies of the by-laws and the *strata management statement*;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the *strata management statement*; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave *Ivy*.

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## 7 Your apartment

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### 7.1 What are your general obligations?

You must:

- (a) keep your *apartment* clean and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the *strata management statement* which services your *apartment* (whether or not you made the installation or alteration);
- (c) notify the *owners corporation* if you change the existing use of your *apartment* in a way which may affect insurance policies or premiums for insurances effected by the *owners corporation*. See by-law 19 for important information about increasing and paying for insurance premiums;
- (d) notify the *building management committee* if you change the existing use of your *apartment* in a way which may affect insurance policies or premiums for insurances effected by the *building management committee* (see by-law 19); and
- (e) at your expense, comply with all laws about your *apartment* including, without limitation, requirements of *government agencies*.

### 7.2 When will you need consent from the owners corporation?

You must have consent from the *owners corporation* to:

- (a) carry out *building works* in your *apartment* (see by-law 16 for more information);
- (b) subject to your rights under the by-laws, keep anything in your *apartment* that is visible from outside the *apartment* and is not in keeping with the appearance of *Ivy*;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your *apartment* if they are visible from outside your *apartment* or *Ivy*;
- (d) install an intruder alarm with an audible signal; or
- (e) install an air conditioning system to connect to the *air conditioning services*;
- (f) attach or hang an aerial or wires outside your *apartment* or *Ivy*.

### 7.3 Architectural code

The *architectural code* for *St. Margaret's* is in the *strata management statement*. It applies to your *apartment* and to *Ivy* generally. You must comply with the *architectural code* before you carry out any works in your *apartment*. Your obligations under the *architectural code* apply in addition to your obligations under the by-laws.

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### 7.4 Floor coverings

If you are the *owner* of an *apartment*, you must keep the floors in your *apartment* covered or treated to stop the transmission of noise which might unreasonably disturb another *owner* or *occupier*. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of the *apartment*.

If you are an *owner* or *occupier* of an *apartment*, you must have consent from the *owners corporation* to remove or interfere with floor coverings or treatments in your *apartment* that assist to prevent the transmission of noise which might unreasonably disturb another *owner* or *occupier*.

### 7.5 Window coverings

- (a) Window coverings (eg curtains, blinds and louvres) in your *apartment* must be cream or black or grey or other colour approved in accordance with the *architectural code* and a design approved by the *owners corporation*;
- (b) The colour and design approved by the *owners corporation* must be in keeping with the design and appearance of *Ivy* when viewed from outside and the requirements of the *architectural code*.

### 7.6 Window tinting

You must have consent from the *owners corporation* to affix window tinting or other treatments to windows and glass doors in your *apartment*.

### 7.7 Cleaning windows

You must clean the glass in windows and doors of your *apartment* (even if they are *common property*). However, you do not have to clean the glass in windows or doors that you cannot access safely (for example, glass windows on the external façade of *Ivy*).

The *owners corporation* may resolve to clean the glass in some or all of the windows and doors in *Ivy*. If the *owners corporation* resolves to clean glass in your *apartment*, you are excused from your obligations under this by-law for the period the *owners corporation* resolves to clean the glass.

### 7.8 Owners corporation may require access to your lot

Without limiting the powers of the *owners corporation* under these by-laws or the *Management Act*, the *owners corporation* may resolve to:

- (a) clean the glass in some or all of the external windows and doors in *Ivy*; or
- (b) carry out maintenance or repair of the *common property* forming the facade of *Ivy*,

in a manner that requires employees or subcontractors to have access to your *lot* (including your *balcony*). If the *owners corporation* resolves to do so:

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- (c) the *owners corporation* must give you 7 days prior notice that access to your *lot* will be required for the purpose of cleaning external glass or maintenance of *common property*;
- (d) the notice must describe the type of access required; and
- (e) you may not object to access being granted to the *owners corporation's* contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

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## 8 Changing the permitted use of your apartment

### 8.1 Permitted use

You may use your *apartment* for any lawful purpose permitted under the planning instruments and approved by *Council* or other *government agencies* (as applicable) from time to time.

### 8.2 Changing the permitted use

If you want to change the use of your *apartment*, you must (at your cost):

- (a) obtain consent from the *owners corporation* if required under by-law 8.4 before lodging the relevant application with *Council* and other *government agencies* (as applicable); and
- (b) obtain all necessary consents from *Council* or other *government agencies*.

### 8.3 Providing a copy of your application

You must provide the *owners corporation* with a copy of your application for consent to *Council* or other *government agencies* (as applicable) to change the permitted use of your *apartment* according to this by-law 8.

### 8.4 Approval by the owners corporation generally

- (a) Unless otherwise required at law, you do not require consent of the *owners corporation* if the application to change the use of your *apartment* does not involve *building works* or otherwise impact on *common property*.
- (b) Without limiting paragraph (a) above (and for the avoidance of doubt) you do not require consent of the *owners corporation* for an application to permit use of your *apartment* as a home office provided that the proposed commercial activities do not involve production of any pollutants or combustible / flammable materials or create excessive noise.
- (c) When considering an application for consent to change the permitted use, the *owners corporation*:
  - (i) must not unreasonably withhold their consent; and



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- (ii) may take into consideration the impact of the proposed use on other *owners* and *occupiers* in *Ivy* and by-law 5.1.

### 8.5 Approval by the owners corporation if you apply to Council

The *owners corporation* must:

- (a) (if required by *Council* or a *government agency*) sign any application you make to *Council* or the *government agency* for approval to change the permitted use under this by-law 8; and
- (b) not unreasonably refuse to support an application you make under this by-law 8.

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## 9 The balcony of your apartment

### 9.1 Landscaping

You may keep planter boxes or pot plants on the *balcony* of your *apartment* only if:

- (a) it is a type approved by the *owners corporation*;
- (b) it is of a standard commensurate with the standard of *Ivy*;
- (c) the number and size are reasonably limited and are located away from the outside boundary of your *balcony* so as to prevent it being highly visible when viewed from outside;
- (d) it will not (or is not likely to) cause damage; and
- (e) it is not (or is not likely to become) dangerous.

### 9.2 Furniture

You may keep occasional outdoor furniture and outdoor recreational equipment on the *balcony* of your *apartment* only if:

- (a) it is a type approved by the *owners corporation*;
- (b) it is of a standard commensurate with the standard of *Ivy*;
- (c) it is not upholstered or covered with any combustible/flammable material;
- (d) it will not (or is not likely to) cause damage; and
- (e) it is not (or is not likely to become) dangerous.

### 9.3 Removing items from your balcony

To enable the *owners corporation* to inspect, repair or replace *common property*, the *owners corporation* may require you, at your cost, to temporarily remove and store items from the *balcony* of your *apartment* that are not *common property*.

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### 9.4 Drying your laundry

You must not hang laundry, bedding or other articles on the *balcony* of your *apartment* or in an area that is visible from outside your *apartment*.

### 9.5 What you must not keep on your balcony

Except as permitted under this by-law 9, by-law 11 or *exclusive use by-law* 22, you must not place or install any items, plant or equipment on your *balcony* which:

- (a) will (or is likely to) exceed the weight load of your *balcony* (for example, a spa or sauna) unless you have obtained the prior consent of the *owners corporation*; or
- (b) are prohibited or restricted under the *architectural code* unless you have obtained the prior consent of the *owners corporation* and the *building management committee*; or
- (c) will (or is likely to) cause damage to your *balcony* or *common property*; or
- (d) is (or is likely to become) dangerous to another *owner* and *occupier*; or
- (e) is illegal or unreasonably interferes with the use and enjoyment of an *apartment* by another *owner* and *occupier*.

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## 10 Keeping an animal

### 10.1 What are your rights?

You may keep:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired;
- (c) one small domestic dog or one small domestic cat.

You must not keep any other type of animal in your *apartment* or on *common property*.

### 10.2 Your visitors

You must not allow your visitors to bring animals into *fyv* unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

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## 11 Erecting a sign

### 11.1 What are your obligations?

Subject to this by-law, you must not erect a sign in your *apartment* or on *common property*.

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### 11.2 The developer

While the *developer* is an *owner*, the *developer* does not need consent from the *owners corporation* to erect and display "For Sale" or "For Lease" signs in an *apartment* or on *common property*.

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## 12 Fire control

### 12.1 What are your obligations?

You may keep combustible/flammable materials in your *apartment* or on your *balcony* only if you:

- (a) use them in connection with the lawful use of your *apartment*; and
- (b) keep them in reasonable quantities according to the guidelines of *government agencies* and these by-laws.

You and the *owners corporation* must comply with laws about fire control.

### 12.2 Restrictions about fire safety

You must not:

- (a) keep combustible/flammable materials on *common property*;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) keep combustible/flammable materials in the carspace or utility lot for your *apartment*; or
- (e) utilise your *balcony* for storage of unreasonable amounts of combustible/flammable materials; or
- (f) install combustible surface linings on any part of your *balcony*.

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## 13 Moving and delivering stock, furniture and goods

### 13.1 Moving in

You must make arrangements with the *owners corporation* and the *building management committee* at least 48 hours before you move in to or out of *Ivy* or move large articles (eg furniture) through *common property* or *shared facilities*.

### 13.2 What are your obligations?

When you take deliveries or move furniture or goods through *Ivy*, you must:

- (a) comply with the reasonable requirements of the *owners corporation*, including requirements to fit an apron cover to the *common property* lift;

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- (b) comply with the requirements of the *building management committee* and the *strata management statement* in relation to use of *shared facilities* (for example, the loading dock);
- (c) repair any damage you (or the person making the delivery) cause to *common property* or *shared facilities* or other parts of *St Margaret's*; and
- (d) if you (or the person making the delivery) spill anything onto *common property* or *shared facilities*, immediately remove the item and clean that part of the *common property* or *shared facilities* or other parts of *St Margaret's*.

### 13.3 Role of the caretaker

- (a) The *owners corporation* may appoint the *caretaker* to assist it to perform its functions under this by-law. If this happens, you must:
  - (i) make arrangements with the *caretaker* when you move in or out of *Ivy*; and
  - (ii) comply with the reasonable requirements of the *caretaker* when you take deliveries or move furniture or goods through *Ivy*.

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## 14 Traffic and Parking in common property

### 14.1 Parking and traffic flow

- (a) You must not park or stand a vehicle on *common property*.
- (b) All vehicles shall always be driven into and out of *Ivy* in a forward direction.

### 14.2 Controlling traffic in *Ivy*

In addition to its powers under the *Management Act* and subject to the *strata management statement*, the *owners corporation* (in its capacity as a member of the *building management committee*) has the power to:

- (a) install signs about parking; and
- (b) install signs to control traffic in *common property* and, in particular, traffic entering and leaving *Ivy*.

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## 15 How to dispose of your garbage

### 15.1 Strata management statement

The garbage chute and garbage room servicing *Ivy* is a *shared facility*. Use of the garbage chute and garbage room is controlled by the *building management committee*. Your obligations in this by-law are in addition to your obligations in the *strata management statement*.

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### 15.2 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on *common property* (other than in areas located for that purpose according to the *strata management statement*);
- (b) in an area of your *apartment* which is visible from outside your *apartment*; or
- (c) in your carspace in *St Margaret's*.

If you spill garbage on *common property*, you must immediately remove that rubbish and clean that part of *common property*.

### 15.3 How to dispose of your garbage

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of *Ivy*;
- (b) leave your other garbage and recyclable materials in the area designated by the *building management committee* for that purpose;
- (c) recycle your garbage according to instructions from the *building management committee* and *Council*;
- (d) drain and clean bottles and make sure they are not broken before you place them in the area designated by the *building management committee* for that purpose; and
- (e) contact the *building management committee* to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that *Council* will not remove as part of its normal garbage collection service.

### 15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

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## 16 Carrying out building works

### 16.1 When do you need consent?

Subject to the by-laws, you must have consent from the *owners corporation* to carry out *building works*.

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### 16.2 When is consent not necessary?

You do not need consent from the *owners corporation* under this by-law to:

- (a) if you are the *developer*, erect a "For Sale" or "For Lease" sign according to by-law 11; or
- (b) alter or remove an *inter-tenancy wall* according to by-law 17; or
- (c) carry out *building works* which you are entitled to carry out under an *exclusive use by-law*.

However, you must comply with by-laws 16.3 to 16.5 when you erect the sign or carry out the *building works*.

### 16.3 Procedures before you carry out building works

When you carry out *building works*, you must:

- (a) obtain necessary consents from the *owners corporation* and *government agencies*;
- (b) obtain necessary consents from the *building management committee* and under the *architectural code*;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the *owners corporation* if you propose to interfere with or interrupt services; and
- (e) obtain consent from the *building management committee* if you propose to interfere with or interrupt *shared facilities*;
- (f) if you do not need consent to carry out the *building works*, give the *owners corporation* a written notice describing what you propose to do (for example, install a new kitchen). You must give the notice at least 14 days before you start the *building works*.

### 16.4 Procedures when you carry out building works

If you carry out *building works*, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *owners corporation*;
- (b) carry out the *building works* in a proper manner and to the reasonable satisfaction of the *owners corporation*; and
- (c) repair any damage you (or persons carrying out the *building works* for you) cause to *common property* or the property of another *owner* or *occupier*.

### 16.5 Making arrangements with the owners corporation

Before you carry out *building works* (including *building works* for which you do not require consent from the *owners corporation*), you must:

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- (a) arrange with the *owners corporation* a suitable time and means by which to access *Ivy* for purposes associated with those *building works*;
- (b) comply with the reasonable requirements of the *owners corporation* about the time and means by which you must access *Ivy*; and
- (c) ensure that contractors and any persons involved in carrying out the *building works* comply with the reasonable requirements of the *owners corporation* about the times and means by which they must access *Ivy*.

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## 17 Inter-tenancy walls

### 17.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an *inter-tenancy wall* if:

- (a) you own the *apartments* separated by the *inter-tenancy wall* or you have the consent of the *owner* of the adjoining *apartment*;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the *owners corporation* with a certificate from a qualified structural engineer reasonably acceptable to the *owners corporation* that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect *common property* or other *apartments* (including services to those *apartments*); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the *owners corporation* to alter or remove an *inter-tenancy wall*.

### 17.2 What consents are necessary?

You do not need consent from the *owners corporation* to alter or remove an *inter-tenancy wall* (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from *government agencies* before you alter or remove an *inter-tenancy wall*.

### 17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an *inter-tenancy wall* that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1;
- (b) if appropriate, comply with section 14 of the *Development Act* and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 to 16.5; and

- (d) acknowledge for yourself and future *owners* of your *apartment* that the *owners corporation* does not have to reinstate the *inter-tenancy wall*.

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## 18 Damage to common property

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### 18.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use *common property* equipment only for its intended purpose;
- (b) immediately notify the *owners corporation* if you know about damage to or a defect in *common property*; and
- (c) compensate the *owners corporation* for any damage to *common property* caused by you, your visitors or persons doing work or carrying out *building works* in *lvv* on your behalf.

### 18.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the *owners corporation* to:

- (a) interfere with or damage *common property*;
- (b) remove anything from *common property* that belongs to the *owners corporation*; or
- (c) interfere with the operation of *common property* equipment.

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## 19 Insurance premiums

### 19.1 Consent from the owners corporation

You must have consent from the *owners corporation* to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the *owners corporation*.

### 19.2 Payments for increased premiums

If the *owners corporation* gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the *owners corporation* for any increased premium. If you do not agree with the conditions, the *owners corporation* may refuse its consent.

### 19.3 Requirements under the strata management statement

Under the *strata management statement*, you must notify the *building management committee* if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the *building management committee*.



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## 20 Security at Ivy

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### 20.1 Strata management statement

The *strata management statement* regulates security and the provision of *security keys* for *Ivy* and *St. Margaret's* generally. The rights and obligations of the *owners corporation*, *owners* and *occupiers* in this by-law are subject to the *strata management statement*.

### 20.2 Rights and obligations of the owners corporation

The *owners corporation* must take reasonable steps to:

- (a) stop intruders coming into *Ivy*; and
- (b) prevent fires and other hazards.

### 20.3 Installation of security equipment

In addition to its powers under the *Management Act*, the *owners corporation* has the power to install and operate in *common property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Ivy*.

### 20.4 Restricting access to common property

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) close off or restrict by *security key* access to parts of *common property* that do not give access to an *apartment*; and
- (b) restrict by *security key* your access to levels in *Ivy* where you do not own or occupy an *apartment* or have a right to use under an *exclusive use by-law*.

### 20.5 Providing owners and occupiers with security keys

The *building management committee* is responsible to provide *security keys* for *Ivy*.

### 20.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the *building management committee* and the *owners corporation* about *security keys* and, in particular, instructions about re-coding and returning *security keys*;
- (b) take all reasonable steps not to lose *security keys*;
- (c) return *security keys* to the *building management committee* if you do not need them or if you are no longer an *owner* or *occupier*; and
- (d) notify the *building management committee* immediately if you lose a *security key*.

You must not:

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- (e) copy a *security key*; or
- (f) give a *security key* to someone who is not an *owner* or *occupier*.

#### **20.7 Procedures if you lease your apartment**

If you lease or licence your *apartment*, you must include a requirement in the lease or licence that the *occupier* return *security keys* to the *building management committee* when they no longer occupy an *apartment*.

#### **20.8 Restriction on exercising rights under this by-law**

Subject to the *strata management statement*, the *owners corporation* must not:

- (a) shut down or interfere with the integrated security system for *St. Margaret's*; or
- (b) restrict access to parts of *common property* which are required for access to the residential carpark areas in *St. Margaret's*;
- (c) restrict access to parts of *common property* which are *shared facilities*.

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### **21 Exclusive use of air conditioning services**

#### **21.1 Exclusive use by-law**

This is an *exclusive use by-law*.

By-laws 3.2 to 3.8 apply to this *exclusive use by-law*.

#### **21.2 Exclusive use rights**

- (a) Each *owner* of an *air-conditioned apartment* has exclusive use of the *air conditioning services* which exclusively service their *air-conditioned apartment* (for example, the package unit).
- (b) The *owners* of *air-conditioned apartments* jointly have use of *air conditioning services* which do not exclusively service an *air-conditioned apartment* (for example, the condenser water system).

#### **21.3 What are your obligations?**

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace *air conditioning services* exclusively servicing your *air-conditioned apartment*;
- (b) use contractors approved by the *owners corporation* to maintain, repair and, where necessary, replace *air conditioning services* exclusively servicing your *air-conditioned apartment*; and

- (c) comply with the requirements of *government agencies* about air conditioning equipment.

#### 21.4 Obligations of the owners corporation

The *owners corporation* must:

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- (a) operate, maintain, repair and, where necessary, replace all other components of the *air conditioning services* which are not for the exclusive use of an *air-conditioned apartment*; and
- (b) provide condenser water to each *air-conditioned apartment* to supply air conditioning through *air conditioning services*.

#### 21.5 Paying for air conditioning services

Each *owner* must:

- (a) pay to the *owners corporation* the cost of operating, maintaining and repairing and, where necessary, replacing all components of the *air conditioning services* which are not for the exclusive use of their *air-conditioned apartment*;
- (b) contribute toward the costs of the *owners corporation* under by-law 21.3(b)

in shares proportional to the unit entitlement of their *air-conditioned apartment* (calculated as a proportion of the aggregate unit entitlement of all *air-conditioned apartments*).

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## 22 Installing an air conditioning unit

### 22.1 Exclusive use by-law

This is an *exclusive use by-law*.

By-laws 3.2 to 3.8 apply to this *exclusive use by-law*.

### 22.2 Exclusive use rights

Each *owner* of an *apartment* who has obtained the consent of the *owners corporation* to install an *air conditioning unit* has the special privilege to, at the cost of the *owner*:

- (a) install and keep an *air conditioning unit*:
  - (i) on the *balcony* of your *apartment* in an area which is not visible from outside your *apartment* or another area permitted under the *architectural code*; and
  - (ii) on and through that part of the *common property* that forms the most direct and practical route between the split components of the *air conditioning unit*; and
- (b) make minor alterations to *common property* to enable installation of the *air conditioning unit*; and

- (c) connect the *air conditioning unit* to electricity and water services forming part of the *common property* which are separately metered to your *apartment*.

### 22.3 What are your obligations?

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You must, at your cost:

- (a) obtain the approval of the *owners corporation* (and *building management committee* if required under the *architectural code*) to the type of *air conditioning unit* to be installed prior to installation; and
- (b) comply with the requirements of the *architectural code* (as applicable);
- (c) obtain any consents or approvals required of *Council* or *government agencies* in relation to your *air conditioning unit*; and
- (d) comply with the requirements of *government agencies* about air conditioning equipment; and
- (e) use, maintain and repair your *air conditioning unit* or components of it (including replacing component as necessary):
  - (i) in accordance with the manufacturer's specifications; and
  - (ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of an *apartment* or *common property* by another *owner* or *occupier* or substantially exceed noise emission levels specified by the manufacturer; and
- (f) fire proof any penetration of the *common property* walls or slabs to meet the Australian fire standards required for the building in *Ivy*; and
- (g) maintain and repair that part of the *common property* where your *air conditioner unit* (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and
- (h) use contractors approved by the *owners corporation* to maintain and repair that part of the *common property* where your *air conditioner unit* is fitted and installed.

### 22.4 Approval of owners corporation

When considering an *owner's* application for approval to a type of *air conditioner unit*, the *owners corporation*:

- (a) must not unreasonably withhold their approval; and
- (b) may take into consideration:
  - (i) the impact of the *air conditioner unit* on the visual appearance of *Ivy* when viewed from outside *Ivy*; and

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- (ii) the noise emission levels of the type of *air conditioner unit* and the impact this may have on other *owners* and *occupiers* with reference to the *architectural code* and paragraph (a) of by-law 5.1; and
- (iii) any list approved by the *building management committee* (in accordance with the *architectural code*) of the type or types of *air conditioner unit* appropriate for installation whether or not the type of *air conditioner unit* has been the subject of an *owners'* application for approval under this *exclusive use by-law*.

### 22.5 Obligations of owners corporation

The *owners corporation* must keep the *common property* areas that are the subject of this *exclusive use by-law* in good structural repair and condition and, where necessary, repair, maintain or replace those areas at the cost of the *owners of apartments* according to by-law 22.6.

### 22.6 Paying costs

You must pay your share of the costs of the *owners corporation* under by-law 22.5 in shares proportional to the unit entitlement of your *apartment*. The *owners corporation* may:

- (a) include your costs in 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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## 23 Agreement with the caretaker and site manager

### 23.1 Appointing a caretaker

The *owners corporation* has the power to appoint and enter into agreements with a *caretaker* to provide services to assist the *owners corporation* to carry out its duties in relation to *common property* (including with respect to cleaning, maintenance, repair, building management and operational obligations). The *owners corporation* may exercise its power under this by-law in its capacity as an *owners corporation* and in its capacity as a member of the *building management committee*.

The *owners corporation* must consider the merits of entering into an agreement with the same *site manager* appointed by the *building management committee* under the *strata management statement*.

### 23.2 Delegation of functions

The *owners corporation* cannot delegate its functions or the functions of the *executive committee* to a *caretaker*.

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### 23.3 Initial period

The *owners corporation* may enter into agreements with a *caretaker* during the initial period. If the *owners corporation* (in its own right) enters into an agreement with a *caretaker* during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the *owners corporation*, or such longer term as permitted under the *Management Act* or other applicable law.

### 23.4 Agreements after the initial period

If the *owners corporation* (in its own right) enters into an agreement with a *caretaker* after the initial period:

- (a) the term of the agreement may be for the period determined by the *owners corporation* (acting reasonably) and complying with the *Management Act*; and
- (b) the remuneration of the *caretaker* under the agreement may be the amount determined by the *owners corporation* (acting reasonably).

### 23.5 What provisions must be included in an agreement?

An agreement between the *owners corporation* (in its own right) and a *caretaker* must have provisions about:

- (a) the rights of the *owners corporation* to terminate the agreement early if the *caretaker* does not properly perform its functions or comply with its obligations under the agreement;
- (b) the rights of the *caretaker* to terminate the agreement early if the *owners corporation* does not comply with its obligations under the agreement; and
- (c) the rights of the *caretaker* to assign the agreement.

### 23.6 Duties of the caretaker

The duties of a *caretaker* under an agreement with the *owners corporation* (in its own right) may include:

- (a) caretaking, supervising and servicing *common property*;
- (b) supervising cleaning and garbage removal services (other than performing functions of the *building management committee*);
- (c) supervising the repair, maintenance, renewal or replacement of *common property*;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through *common property*;
- (e) co-ordinating the carrying out of *building works*;
- (f) managing the *security key* system and providing *security keys* according to the by-laws and the *strata management statement* (other than performing functions of the *building management committee*);

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- (g) providing services to the *owners corporation*, *owners* and *occupiers*;
- (h) supervising employees and contractors of the *owners corporation*;
- (i) supervising *Ivy* generally; and
- (j) doing anything else that the *owners corporation* agrees is necessary for the operation and management of the *Ivy*.

### 23.7 Caretaker area

The *owners corporation* may allocate parts of *common property* (provided it is not a *shared facility*) as an area the *caretaker* may use to provide services under the agreement. The *owners corporation* may, subject to the *Management Act*, make arrangements with the *caretaker* about those parts of the *common property*.

### 23.8 Other services

Under the agreement, the *owners corporation* may allow the *caretaker* to provide other services to *owners* and *occupiers* in *Ivy* at their cost. The agreement must contain an acknowledgment by the *caretaker* that *owners* and *occupiers* in *Ivy* are not bound to use the services provided by the *caretaker*.

### 23.9 Agreements under the strata management statement

- (a) The *owners corporation* has the power (in its capacity as a member of the *building management committee*) to appoint and enter into agreements with a *site manager* to provide services in relation to *shared facilities* and *St. Margaret's* generally.
- (b) The terms, remuneration, provisions and duties under an agreement between the *owners corporation* (in its capacity as a member of the *building management committee*) and a *site manager* must comply with the *strata management statement*.
- (c) The terms of an agreement between the *owners corporation* and a *site manager* may include duties relating to *common property*, provided that the remuneration and other arrangements relating to *common property* are dealt with separately in the agreement to the duties, remuneration and arrangements between the *building management committee* and the *site manager*.

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## 24 Agreement with cleaner

### 24.1 Appointing a cleaner

The *owners corporation* has the power to appoint and enter into agreements with a *cleaner* (which may be the same person as the *caretaker* or *site manager*) to provide cleaning services in relation to *common property*. The *owners corporation* may exercise its power under this by-law in its capacity as an *owners corporation* and in its capacity as a member of the *building management committee*.

The *owners corporation* must consider the merits of entering into an agreement with the same *cleaner* appointed by the *building management committee* under the *strata management statement*.

#### 24.2 Initial period

The *owners corporation* may enter into agreements with a *cleaner* during the initial period. If the *owners corporation* (in its own right) enters into an agreement with a *cleaner* during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the *owners corporation*, or such longer term as permitted under the *Management Act* or other applicable law.

#### 24.3 Agreements after the initial period

If the *owners corporation* (in its own right) enters into an agreement with a *cleaner* after the initial period:

- (a) the term of the agreement may be for the period determined by the *owners corporation* (acting reasonably) and complying with the *Management Act*; and
- (b) the remuneration of the *cleaner* under the agreement may be the amount determined by the *owners corporation* (acting reasonably).

#### 24.4 Other services

Under the agreement, the *owners corporation* may allow the *cleaner* to provide other services to *owners* and *occupiers* in *Ivy* at their cost. The agreement must contain an acknowledgment by the *cleaner* that *owners* and *occupiers* in *Ivy* are not bound to use the services provided by the *cleaner*.

#### 24.5 Agreements under the strata management statement

- (a) The *owners corporation* has the power (in its capacity as a member of the *building management committee*) to appoint and enter into agreements with a *cleaner* to provide services in relation to *shared facilities* and *St. Margaret's* generally.
- (b) The terms, remuneration, provisions and duties under an agreement between the *owners corporation* (in its capacity as a member of the *building management committee*) and a *cleaner* must comply with the *strata management statement*.
- (c) The terms of an agreement between the *owners corporation* and a *cleaner* may include duties relating to *common property*, provided that the remuneration and other arrangements relating to *common property* are dealt with separately in the agreement to the duties, remuneration and arrangements between the *building management committee* and the *cleaner*.

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## 25 Licences

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### 25.1 Powers of the owners corporation

If permitted by law, in addition to its powers under the *Management Act*, the *owners corporation* has the power to grant licences to *owners* and *occupiers* to use parts of *common property*.

The *owners corporation* may exercise its powers under this by-law only by ordinary resolution at a general meeting.

### 25.2 What provisions may a licence include?

Licences the *owners corporation* grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

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## 26 Allocation of common property

### 26.1 Display area for use of owners

The *owners corporation* may dedicate an area of *common property* to be used by *owners* to display "For Sale" or "For Lease" signs relating to their *apartments*.

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## 27 Rules

### 27.1 Powers of the owners corporation

In addition to its powers under the *Management Act*, the *owners corporation* has the power to make *rules* about the security, control, management, operation, use and enjoyment of *hy* and, in particular, the use of *common property*.

The *owners corporation* may add to or change the *rules* at any time.

### 27.2 What are your obligations?

You must comply with the *rules*.

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**27.3 What if a rule is inconsistent with the by-laws?**

If a *rule* is inconsistent with the by-laws or the requirements of a *government agency*, the by-laws or requirements of the *government agency* prevail to the extent of the inconsistency.

**27.4 What if a rule is inconsistent with the strata management statement?**

If a *rule* is inconsistent with the *strata management statement*, the *strata management statement* prevails to the extent of any inconsistency.

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**28 How are consents given?**

**28.1 Who may give consent?**

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the *owners corporation* at a general meeting; or
- (b) the *executive committee* at a meeting of the *executive committee*.

**28.2 Conditions**

- (a) The *owners corporation* or the *executive committee* may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.
- (b) Without limiting paragraph (a) above, if you apply for consent under by-law 9.5(a), the *owners corporation* may require you to provide a report by a structural engineer or other appropriately qualified persons confirming that the weight load of your *balcony* will not be exceeded before considering whether to give its consent.

**28.3 Can consent be revoked?**

The *owners corporation* or the *executive committee* may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

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**29 Failure to comply with by-laws**

**29.1 Powers of the owners corporation**

The powers of the *owners corporation* under this by-law are in addition to those that it has under the *Management Act*.

**29.2 What can the owners corporation do?**

The *owners corporation* may do anything on your *apartment* that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the *owners corporation*, have not done properly.

The *owners corporation* must give you a written notice specifying when it will enter your *apartment* to do the work. You must:

- (a) give the *owners corporation* (or persons authorised by it) access to your *apartment* according to the notice and at your cost; and
- (b) pay the *owners corporation* for its costs for doing the work.

The *owners corporation* may recover any money you owe it under the by-laws as a debt.

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### 30 Applications and complaints

You must make any applications and complaints to the *owners corporation* in writing and address them to the *strata manager*.

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By-Laws for Ivy

Signing page

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THE COMMON SEAL of ZONE DEVELOPMENTS PTY LIMITED is duly affixed by authority of its directors in the presence of:

Signature of authorised person  
Director

Office held  
Isador Alexander Magid  
Name of authorised person (block letters)

THE COMMON SEAL of OVERLAND ENTERPRISES PTY LIMITED is duly affixed by authority of its directors in the presence of:

Signature of authorised person  
Director

Office held  
Isador Alexander Magid  
Name of authorised person (block letters)

SIGNED by  
as attorney for NATIONAL AUSTRALIA TRUSTEES LIMITED under power of attorney registered book 4879 no. 311 in the presence of:

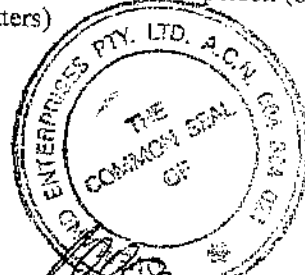
Signature of witness  
Name of witness (block letters)  
PETER JOHN ALLAN  
Justice of the Peace  
for Victoria

Address of witness  
800 Bourke St. Docklands VIC 3008



Signature of authorised person  
Director

Office held  
Stephen Leslie Adrian  
Name of authorised person (block letters)



Signature of authorised person  
Secretary

Office held  
Clomens Henry Epstein  
Name of authorised person (block letters)

SIGNED FOR AND on behalf of NATIONAL AUSTRALIA TRUSTEES LIMITED (ABN 80 007 350 405) by its duly appointed attorneys  
PAUL SEMEN INVESTMENTS MANAGER  
David White Senior Trust Officer

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney