

SPECIAL BY-LAW 14 GENERAL RULES REGARDING RENOVATION WORKS

1. DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (c) Lot means a lot in strata plan registration No. 7532.
- (d) Owner or **Occupier** means the owner or occupier of a Lot.
- (e) Owners **Corporation** means the owners corporation created by the registration of strata plan registration No. 7532.
- (f) Required **Documents** means:
 - (i) existing plans and drawings;
 - (ii) details of the work, including copies of any proposed plans and drawings;
 - (iii) if the plans and drawing do not adequately describe the works a description of the works;
 - (iv) if undertaking flooring works (with the exception of flooring works in the kitchen, laundry or bathroom), provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
 - (v) duration and times of the work;
 - (vi) details of the persons carrying out the work, including qualifications to carry out the work;
 - (vii) arrangements to manage any resulting rubbish or debris;
 - (viii) any other document reasonably required by the Owners Corporation such as a structural engineers report;
 - (ix) if required an application form provided by the Owners Corporation; and

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- (x) a dilapidation report in respect to the Lot immediately above the Lot that is subject to the Works to establish the state of that lot prior to commencement of the works. Such report to take the form of before photographs and a schedule of defects and to be signed off on by both Lot Owners.
- (g) Standards means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (h) Strata Scheme means strata scheme 7532.
- (i) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for:
 - (ii) the installation of smoke alarms;
 - (iii) the installation of carpet floor coverings; or
 - (iv) works which the Lot owner is authorised to carry **out** pursuant to section 109 of the *Strata Schemes Management Act 2015* (Cosmetic works by owners).

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

2. GRANT OF RIGHT

- 2.1 The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

3. CONDITIONS

3.1 BEFORE COMMENCEMENT

Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form:
 - (i) of a resolution under section 108 of the Act; and/or
 - (ii) a by-law under section 108 and/or 143 of the Act, granted to an Owner;

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- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) arrange with the Owners Corporation a suitable time and means by which to access the building and a nominee who will be responsible for supervising the work to be contactable in emergencies at all times.

3.2 DURING CONSTRUCTION

Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) comply with any reasonable requirements of the Owners Corporation;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) ensure that the Works are not carried out on Sundays or public holidays;
- (g) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel;
- (h) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls;
- (i) where any work undertaken includes waterproofing (or should include waterproofing in the strata committee's reasonable opinion) then the Owner or Occupier must ensure that at their **cost**:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - (ii) that they produce to the Owner Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5-year warranty of fitness of materials **and** workmanship comprising the waterproofing from the applicator.
- (i) perform the Works within a such other period as reasonably approved by the Owners Corporation;
- (k) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (l) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this

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happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and

- (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

3.3 AFTER CONSTRUCTION

After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law;
- (e) if required, in regards to the flooring works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (f) finalise the dilapidation report in respect to the Lot immediately above to establish what damage, if any, has been incurred. Such report **to** take the form of after photographs and a schedule of defects and to be signed off on by both Lot Owners.

3.4 ENDURING RIGHTS AND OBLIGATIONS

The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works, including those identified in the dilapidation report as per clause 3.3 (f) of this by-law;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.