

**10 EXCLUSIVE USE RIGHTS CAR SPACES & STORAGE LOTS 1-78**

The motion was amended to acknowledge the *plan* as prepared by ASA Architects should be superseded with the *plan* prepared by David Tremaine the surveyor (as tabled at this meeting)

The Owners - Strata Plan No. 1731 **SPECIALLY RESOLVED** pursuant to section 143 of the *Strata Schemes Management Act 2015* ("**the Act**") to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office.

Entitlements Voting

**Abstaining:** 65

**Against:** NIL

**In Favour:** All remaining voting unit entitlements.

**11 SPECIAL BY-LAW 9**

The Owners **SPECIALLY RESOLVES** to adopt a new by-law as set out below

**SPECIAL BY-LAW 9 BATHROOM RENOVATIONS**

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**1. Introduction**

This by-law sets out the rules you must follow if you intend to renovate any of the bathrooms of your lot.

**2. Definitions & Interpretation**

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2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**annexure**" means the annexure to this by-law,
- (c) "**bathroom renovations**" means the alterations and additions to a common area and/or a lot involved in renovating a bathroom in a lot including:
  - replacement of tiles and waterproofing on the floor and walls of the bathroom,
  - replacement of fixtures and fittings in the bathroom including the vanity, toilet, bathtub, shower and sink,
  - reconfiguring non-load bearing walls in the bathroom,
  - reconfiguring existing or installing new plumbing and electrical services to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

- (d) "**building**" means the building in the strata scheme in which your lot is located,
- (e) "**common area**" means the common property in the strata scheme,
- (f) "**lot**" means a lot in the strata scheme, and
- (i) "**strata scheme**" means the strata scheme to which this by-law applies,
- (j) "**you**" means an owner of a lot and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,

- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Approval of Bathroom Renovations**

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You may carry out, or permit anyone else to carry out on your behalf, bathroom renovations in connection with your lot on the conditions of this by-law.

### **4. Conditions for Bathroom Renovations**

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#### **4.1 Before the Bathroom Renovations**

4.1.1 Before commencing bathroom renovations, you must:

##### **(a) Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number,
- (ii) your lot number,
- (iii) details of the bathroom renovations,
- (iv) any drawings, plans and specifications for the bathroom renovations,
- (v) an estimate of the duration and times of the bathroom renovations,
- (vi) details of the persons carrying out the bathroom renovations including the name, licence number, qualifications and telephone number of those persons,
- (vii) details of arrangements to manage any resulting rubbish or debris arising from the bathroom renovations,

##### **(b) Strata Committee Confirmation**

obtain written notification from the owners corporation or strata committee that your notice given under clause 4.1.1(a) is satisfactory,

##### **(c) Written Consent**

give the owners corporation your written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form in the annexure, if you have not already done so,

##### **(d) Local Council Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the bathroom renovations and a construction certificate for the bathroom renovations, and give copies of them to the owners corporation,

##### **(e) Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the bathroom renovations holds a current:

- (i) licence,

- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the bathroom renovations (if required by law),

**(f) Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the bathroom renovations will not have a detrimental effect on the structural integrity of the building or any part of it,

**(g) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

**(h) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000.00 or such other amount determined from time to time by the owners corporation,

**(i) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering your notice given under clause 4.1.1(a) for the bathroom renovations including any consultant's costs.

4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not begin the bathroom renovations and if you have already begun the bathroom renovations you must immediately stop them.

**4.2 During the Bathroom Renovations**

During the bathroom renovations you must:

**(a) Standard of Workmanship**

ensure the bathroom renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

**(b) Quality of Bathroom Renovations**

make certain the bathroom renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**(c) Time for Completion of Bathroom Renovations**

make sure the bathroom renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

**(d) Times for Bathroom Renovations**

ensure that the bathroom renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment are only used between 10.00 am - 3.00 pm and that at least 72 hours notice is given to the occupiers of the other lots before the use of any such tools and equipment,

**(f) Appearance of Bathroom Renovations**

ensure the bathroom renovations are carried out and completed in a manner which is in keeping with the rest of the building,

**(g) Supervision of Bathroom Renovations**

ensure that the bathroom renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

**(h) Noise During Bathroom Renovations**

ensure the bathroom renovations and your contractors do not create any excessive noise in your lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

**(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**(j) Debris**

ensure that any debris and rubbish associated with or generated by the bathroom renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

**(l) Protection of Building**

protect all areas of the building in which your lot is situated which are affected by the bathroom renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the bathroom renovations and ensure that all common areas surrounding your lot are appropriately protected by covers and mats when transporting construction materials, equipment and debris over them,

**(m) Building Integrity**

keep all areas of the building affected by the bathroom renovations structurally sound during the bathroom renovations and make sure that any holes or penetrations made during the bathroom renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

**(n) Daily Cleaning**

clean any part of the common areas affected by the bathroom renovations on a daily basis and keep all of those common areas clean, neat and tidy during the bathroom renovations,

**(o) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect (and, if applicable, supervise) the bathroom renovations on reasonable notice,

**(p) Vehicles**

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

**(q) Variation to Bathroom Renovations**

not vary the bathroom renovations without obtaining the prior written approval of the owners corporation,

**(r) Costs of Bathroom Renovations**

pay all costs associated with the bathroom renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the bathroom renovations.

**4.3 After the Bathroom Renovations**

After the bathroom renovations have been completed, you must:

**(a) Notify the Owners Corporation**

promptly notify the owners corporation that the bathroom renovations have been completed,

**(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect the bathroom renovations on reasonable notice,

**(c) Restore the Common Areas**

restore all common areas damaged by the bathroom renovations as nearly as possible to the state which they were in immediately prior to commencement of the bathroom renovations,

**(d) Engineer's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the bathroom renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**(e) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the bathroom renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**(f) Planning Certificates**

give the owners corporation any certificate or other document that must be issued upon or after completion of the bathroom renovations under the *Environmental Planning and Assessment Act 1979* including any necessary occupation certificate or compliance certificate.

**4.4 Enduring Obligations**

You must:

**(a) Maintenance of Bathroom Renovations**

properly maintain and keep in a state of good and serviceable repair the bathroom renovations and the common area occupied by the bathroom renovations and, where necessary, renew or replace any part of those bathroom renovations and that common area,

**(b) Repair Damage**

repair any damage caused to another lot or the common areas by the carrying out of the bathroom renovations in a competent and proper manner,

**(c) Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the bathroom renovations or the altered state or use of any of the common areas arising from the bathroom renovations or your breach of this by-law,

**(d) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the bathroom renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the bathroom renovations or repair any damage to the building caused by the bathroom renovations,

**(e) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the bathroom renovations and the requirements of the local council concerning the bathroom renovations (for example, the conditions of the local council's approval of the major bathroom renovations, a notice or order issued by the local council or fire safety laws).

**5. Bond**

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The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other lot during or as a result of the bathroom renovations, or
- (b) cleaning any part of the common area as a result of the bathroom renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the bathroom renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**6. Breach of this By-Law**

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6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

**7. Decision of Owners Corporation not to Maintain Minor Bathroom Renovations**

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To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any bathroom renovations; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such bathroom renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

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**CONSENT FORM**

**To:** The Secretary The Owners - Strata Plan No. 1731 C/- Strata Logic PO Box 965 BONDI Junction NSW 1355.

Dear Secretary,

**RE: CONSENT TO SPECIAL BY-LAW FOR BATHROOM RENOVATIONS**

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I/We ..... being the owner(s) of lot ..... in Strata Plan No. 1731 hereby consent to the making of Special By-Law - Bathroom Renovations - which by-law grants me/us the right to carry out alterations and additions to the bathroom of my/our lot and the common property and imposes on me/us the obligation to maintain, repair, renew and replace that bathroom and the common property (which obligation I/we accept); such by-law to be adopted by a special resolution passed by the owners corporation at a general meeting.

.....  
**Dated**

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**Signature(s)**

Entitlements Voting

**Abstaining:** 42

**Against:** NIL

**In Favour:** All remaining voting unit entitlements.

**12 SPECIAL BY-LAW 10**  
**The Owners SPECIALLY RESOLVES to adopt a new by-law as set out below**

**SPECIAL BY-LAW 10 RENOVATIONS**

1. In this by-law:

- (a) **"Cosmetic Work"** means an owner's work which affects the common property in connection with their lot for the following purposes:
- (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;
  - (iii) painting;
  - (iv) filling minor holes and cracks in internal walls;
  - (v) laying carpet;
  - (vi) installing or replacing built-in wardrobes;
  - (vii) installing or replacing internal blinds and curtains;
  - (viii) installing any locking or other safety device for protection of a lot against intruders;
  - (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
  - (x) installing any locking or other safety device to improve safety within a lot;
  - (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
  - (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (b) **"Minor Renovations"** means an owner's work which affects the common property in connection with their lot for the following purposes
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;



- (iv) installing or replacing wiring, cabling, pipes, or ducts
- (v) installing or replacing power or access points;
- (vi) work involving reconfiguring walls;
- (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (viii) installing a rainwater tank;
- (ix) installing a clothesline;
- (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
- (xi) installing double or triple glazed windows;
- (xii) installing a heat pump or other hot water service;
- (xiii) installing ceiling insulation;
- (xiv) installing an aerial, antenna, or satellite dish;
- (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xvi) any other work described in Section 110(3) of the Act;
- (xvii) any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;
  - (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
  - (G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

- (c) "**Major Renovations**" means an owner's work which affects the common property for the following purposes:
  - (i) structural changes;
  - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (v) work that is not Cosmetic Work or Minor Renovations.

### **Cosmetic Work**

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.

3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### Carrying out Cosmetic Work

4. When carrying out Cosmetic Work an owner must:
  - (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (e) only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) all other work between 8am and 5pm Monday to Friday and 8am to 3pm on a Saturday and not on a public holiday or any other time;
  - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
  - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
  - (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
  - (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
  - (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
  - (l) not use common property power or water;
  - (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

#### Use of Cosmetic Works

5. An owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

- (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

#### Indemnity

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law.

#### **Minor Renovations**

9. An owner may only carry out Minor Renovations with the approval of the owners corporation.
10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### Application to owners corporation for approval for Minor Renovations

12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) a statement that the work does not involve:
  - (i) the removal or alteration of a structural element of the building;

- (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
- (iii) changing the external appearance of any lot;
- (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### Determination of application for approval of Minor Renovations

13. When determining an application made in accordance with clause 12, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

#### Before Minor Renovations are carried out

14. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;
    - (ii) contractors' all risks insurance cover (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);
    - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) workers compensation insurance if required by law;
  - (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
  - (c) if the work involves:
    - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
    - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

- (d) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

- (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

#### When Minor Renovations are being carried out

15. When carrying out Minor Renovations an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After Minor Renovations are carried out

16. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works

and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) if required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

#### Use of Minor Renovations

- 17. An owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

- 18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

- 19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

#### Indemnity

- 20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;

- (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

#### Insurance

21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Costs

24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

#### **Major Renovations**

25. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

#### Application to owners corporation for approval for Major Renovations

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
  - (i) the owner's consent to the making of the by-law;

- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### **Determination of application for approval of Major Renovations**

28. When determining an application made in accordance with clause 27, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 25;
  - (d) refuse the application, but must not act unreasonably when doing so.

#### **Breach of this by-law**

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

#### **Schedule of approved Minor Renovations and Major Renovations**

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

#### **By-law prevails**

31. This by-law prevails to the extent of any inconsistency with any other by-law.



## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVED** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVED** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

## SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

- (c) "**Lot**" means lot .....{INSERT LOT NUMBER};
- (d) "**work**" means the work referred to in clause 1 of this by-law;
- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) "Including" and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

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5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (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);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;

- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

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- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
  - (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
  - (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
  - (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
  - (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
  - (m) Not use common property power or water;
  - (n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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- 7. After carrying out work, the owner must:
  - (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) Give the access to the owners corporation's nominee to the Lot to inspect the work;

- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

**Insurance**

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- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

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- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Breach of this by-law**

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- 15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

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The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

**SCHEDULE 3**

**Schedule of approved Minor Renovations and Major Renovations**

<b>Date of approval</b>	<b>Lot No.</b>	<b>Name of owner given approval</b>	<b>Approval given by owners corporation or strata committee</b>	<b>Minor or Major Renovation</b>	<b>Brief description of the Minor or Major Renovation</b>


**13 LEGAL EXPENSES (proposed by the owners Lot 17)**  
**MOTION DEFEATED** That owners funds are not spent on lawyers or legal advice regarding NCAT proceedings to replace the Due Diligence Committee (DDC) with a compulsorily appointed strata manager.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 10:20 PM.