

**STRATA PLAN 63595**

**BY-LAWS**

## **STRATA PLAN 63595**

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## **1. - Definitions and Interpretation**

### **Definitions**

1.1 In these by-laws these terms (in any form) mean:

**"Act"** the Strata Schemes Management Act 2015;

**"Architectural Standards"** the meaning given to that term in the Community Management Statement;

**"Building"** a building containing a lot or part: of a lot the subject of the Strata Scheme;

**"Common Property"** so much of the Parcel as from time to time is not comprised in any lot;

**"Community Association"** is community association DP 270215;

**"Community Development Lot"** the meaning given to that term in the Community Management Statement;

**"Community Management Statement"** the community management statement registered with the Community Plan as amended from time to time;

**"Community Parcel"** the land the subject of the Community Scheme;

**"Community Plan"** deposited plan DP 270215;

**"Community Property"** the meaning given to that term in the Community Management Statement;

**"Community Scheme"** the community scheme constituted on registration of the Community Plan;

**"Community Titles Legislation"** the Community Land Development Act 1989 and the Community Land Management Act 1989;

**"Developer"** the meaning given to that term in the Community Management Statement;

**"Development Activities"** the meaning given to that term in the Community Management Statement;

**"Landscaped Areas"** any external landscaped area of the Strata Scheme comprising Common Property;

**"Landscape Standards"** the meaning given to that term in the Community Management Statement;

**"Lot"** a lot (as defined in the Act) in the Strata Plan;

**"Occupier"** any person in lawful occupation of a Lot;

**"Owner":**

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot: or

(b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 178 of the Act;

**"Owners Corporation"** the Owners Corporation for the Strata Scheme;

**"Parcel"** the land comprised in the Strata Plan;

**"Strata Committee"** the strata committee of the Owners Corporation;

**"Strata Plan"** the Strata Plan registered with these by-laws; and

**"Strata Scheme"** the Strata Scheme constituted on registration of the Strata Plan.

### **Interpretation**

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

## **2. - Common Property**

### **Damage to Lawns and Plants**

2.1 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

### **Damage to Common Property**

2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property.

2.3 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

2.4 An Owner or Occupier is liable to the Owners Corporation for any damage to the Common Property caused by the Owner or Occupier. The Owners Corporation may recover from the Owner or Occupier as a debt the reasonable costs it incurs repairing any damage to the Common Property caused by the Owner or Occupier.

2.5 This by-law does not prevent an Owner or person authorised by an Owner from carrying out cosmetic work to the Common Property in connection with the Owner's Lot within the meaning of section 109 of the Act.

### **Depositing Rubbish and Other Material**

2.6 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

2.7 Despite clause 2.6, an Owner or Occupier may deposit or leave on the Common Property any rubbish in an area designated by the Owners Corporation for the disposal of rubbish but only in accordance with the directions of the Owners Corporation.

### **3. - Cleaning**

#### **Windows and Doors**

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

#### **Balconies and Gardens**

3.2 An Owner or Occupier must keep all internal gardens and balconies clean and tidy and well maintained.

3.3 Without limiting clause 3.2, an Owner or Occupier must not permit any plants, shrubs or trees in any internal garden to:

(a) extend beyond the boundaries of that internal garden; or

(b) extend beyond a height or width notified in writing by the Owners Corporation to the Owner or Occupier (acting reasonably).

### **4. - Moving Furniture and Other Objects On or Through Common Property**

#### **Notice**

4.1 An Owner or Occupier must not transport any furniture or large objects through on Common Property within any Building unless at least 48 hours' notice has first been given to the building manager (or, if there is no building manager, to the Strata Committee) so as to enable the building manager to be present (or the Strata Committee to arrange for its nominee to be present) at the time when the Owner or Occupier does so.

#### **Owners Corporation May Resolve**

4.2 The Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in any Building or not) in a specified manner.

#### **Resolution**

4.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

#### **Avoiding Damage to Common Property**

4.4 An Owner or Occupier must take all reasonable steps to ensure that the Common Property is not damaged by or as a result of the transportation of any furniture or large objects through or on Common Property by or on behalf of the Owner or Occupier.

## **Liability for Damaged to Common Property**

4.5 An Owner or Occupier is liable to the Owners Corporation for any damage to the Common Property caused by or as a result of the transportation of any furniture or large objects through or on Common Property by or on behalf of the Owner or Occupier. The Owners Corporation may recover from the Owner or Occupier as a debt the reasonable costs it incurs repairing any such damage to the Common Property.

## **5. - Floor Coverings**

5.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **6. - Garbage Disposal**

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles, it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must promptly take such action as may be necessary to clean the area within which that thing was spilled.

6.3 An Owner or Occupier:

(a) must comply with all reasonable directions given by the Owners Corporation as to the handling, disposal, storage and collection of garbage, recyclable material or waste on Common Property; and

(b) must comply with the Local Council's guidelines for the handling, disposal, storage and collection of garbage, recyclable material and waste.

6.4 The Owners Corporation may give directions for the purposes of this by-law by posting signs on the Common Property with instructions on the storage, handling, disposal or collection of garbage, recyclable material or waste that are consistent with the Local Council's requirements or giving notices in writing to Owners or Occupiers.

6.5 An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposal nappy)

## **7. - Change in Use of Lot to be Notified**

7.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

7.2 Without limiting clause 7.1, an Occupier must notify the owners corporation of any of the following changes of use of the Lot:

(a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes);

(b) a change to the use of the Lot for short term or holiday letting.

7.3 The notice must be given in writing by the Occupier to the Owners Corporation at least 21 days before the change of use of the Lot occurs or a lease or sub-lease in respect of the Lot commences.

7.4 If the change of use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owners Corporation may recover from the Owner of the Lot that increase in premium in accordance with the Act.

## **8. - Provision of Amenities or Services**

8.1 The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including:

(a) window cleaning;

(b) garbage disposal, waste disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunication services (for example, cable or pay television); and

(e) cleaning, concierge or security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **9. - Community Management Statement**

### **Effect an the Strata Scheme**

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

(a) rights and obligations of Owners and Occupiers;

(b) rights and obligations of the Community Association and the Owners Corporation;

(c) the keeping of animals;

(d) behaviour on Community Property and Common Property;

(e) garbage collection; and

(f) security.

### **Comply**

9.2 An Owner or Occupier must comply with the Community Management Statement.

### **Breach**

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

## **10. - Architectural Standards and Landscape Standards**

### **Who May Prescribe**

10.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

### **Bound**

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

## **11. - Repealed**

## **12. - Security Keys**

12.1 The Owners Corporation may restrict access to the Building by means of Security Keys.

12.2 The Owners Corporation may make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

12.3 The Owners Corporation may charge a reasonable bond or fee for a Security Key required by an Owner.

12.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

12.5 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) not share the Security Key with any other person who is not authorised by the Owners Corporation to hold or use a Security Key;
- (c) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

12.6 The Owners Corporation may confiscate or decode a Security Key to ensure the safety or security of the Strata Scheme or where it is otherwise appropriate to do so.

## **13. - Repealed**

## **14. - Repealed**



**Special by-law no 1 – Exclusive use of centralised air-conditioning system by lots 1 to 9 (inclusive)**

1. For the purposes of this by-law:

1.1. "**Act**" means the Strata Schemes Management Act 2015 (NSW) as amended or replaced from time to time;

1.2. "**Building**" means the building and improvements on the land located at 2-10 Mount Street Walk, Pyrmont NSW 2009;

1.3. "**Centralised Air-Conditioning System**" means a centralised air-conditioning system, and associated equipment, pipes, wires, cables and ducts;

1.4. "**Committee**" means the strata committee elected by the Owners Corporation from time to time;

1.5. "**Common Property**" means the common property in the Strata Plan;

1.6. "**Costs**" means all professional and trade costs/fees/disbursements;

1.7. "**Direction**" means a written direction from the Owners Corporation to the Owners relating to Remedial Works;

1.8. "**Future Owners**" means the registered proprietors of the Lot from time to time, succeeding the Owners;

1.9. "**Indemnify**" means the Owners indemnifying the Owners Corporation in respect of the Remedial Works and anything arising from the Remedial Works, including, but not limited to the following:

1.9.1. all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

1.9.2. any sum payable by way of increased premiums; and

1.9.3. any costs or damages for which the Owners Corporation is or becomes liable;

1.10. "**Lots**" means lots 1 to 9 (inclusive) in the Strata Plan;

1.11. "**Occupier**" means the legal occupier(s) of a Lot;

1.12. "**Owners**" means the registered proprietors of the Lots from time to time;

1.13. "**Owners Corporation**" means the owners corporation known as The Owners- Strata Plan No 63595;

1.14. "**Remedial Works**" means the repair, maintenance, replacement, and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.15. "**Strata Plan**" means Strata Plan No 63595;

1.16. "**Works**" means the installation of a Centralised Air-Conditioning System in accordance with the plans attached to this by-law and marked 'A'.

1. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

2. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

## **Works**

3. The Owners Corporation is responsible for carrying out the Works and will pay the Costs of carrying out the Works.
4. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works.
5. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

## **Exclusive Use**

6. Subject to the provisions of this by-law and the following conditions, where the Centralised Air-Conditioning System servicing a Lot is partly in the lot and partly in Common property, the Owner of the Lot has the right of exclusive use and enjoyment of and a special privilege in respect of that Centralised air-Conditioning System:

- 6.1 The Owners not causing or permitting damage to be caused to the Centralised Air-Conditioning System
- 6.2 The use of the Centralised Air-Conditioning System will not prejudice the Owners Corporation's insurance or void any warranties to which the Owners Corporation is otherwise entitled;
- 6.3 The Owners immediately notifying the Owners Corporation of any loss or damage involving the Common Property due to the use of the Centralised Air-Conditioning System; and
- 6.4 The Owners complying with the Owners Corporation's by-laws at all times.

## **Remedial Works**

7. The Owners are responsible for and must carry out Remedial Works on the Centralised Air-Conditioning that solely services their Lots, irrespective of the location of the Centralised Air-Conditioning, when and where necessary, including by Direction.
8. Despite clause 7 above, Owners of two or more lots may, in their discretion, carry out Remedial Works jointly and share all associated costs/fees/disbursements.
9. The Remedial Works must be carried out and completed:
  - 9.1 in a proper workmanlike manner and by licensed and/or accredited contractors;
  - 9.2 with due skill and care using proper materials;
  - 9.3 in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
  - 9.4 in keeping with the appearance of the Building in its style, colour, materials and overall design;
  - 9.5 in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the Building by other persons;
  - 9.6 in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;

9.7 ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;

9.8 promptly and completely removing all rubbish from the property resulting from the Remedial Works;

9.9 in compliance with all necessary requirements of the relevant statutory/regulatory authority;

9.10 keeping all areas of the Building as clean and tidy as possible;

9.11 promptly repairing any damage to any part of the property caused by the Remedial Works; and

9.12 in compliance with all reasonable requirements of the Owners Corporation;

10. The Owners are responsible for, and will bear the Cost of Remedial Works

### **Damage and Direction**

11. In the event lot(s) or Common Property is/are damaged because of the Remedial Works, the Owners will pay the Costs of rectifying the damage.

12. The Owners Corporation reserves the right to direct an Owner to carry out Remedial Works, remove, repair or replace any items installed as a part of the Remedial Works in the event they do not comply with the requirements of this by-law.

13. If the Owner fails to comply with Clause 12 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

13.1 enter upon any part of the Lot to carry out the work;

13.2 carry out all work necessary to perform that obligation; and

13.3 recover from the responsible Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

### **Costs**

14. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

### **General obligations**

15. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

16. Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Remedial Works.

17. Ongoing running costs of the Centralised system will be the responsibility of lot owners and metered to each lot.

The Owner will indemnify and will keep Indemnified the Owners Corporation.

DRAWING SCHEDULE		DESCRIPTION
DATE: 1/1/00	REVISION: 1	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 2	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 3	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 4	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 5	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 6	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 7	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 8	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 9	MECHANICAL ELECTRICAL PLUMBING SCHEDULE
DATE: 1/1/00	REVISION: 10	MECHANICAL ELECTRICAL PLUMBING SCHEDULE

0 \_\_\_\_\_ Drawing Plot Bar 100mm

Use this plot bar to confirm drawing has not been reduced or  
enlarged from original. If this plot bar is not exactly 100mm  
long then physical size of drawing has changed.





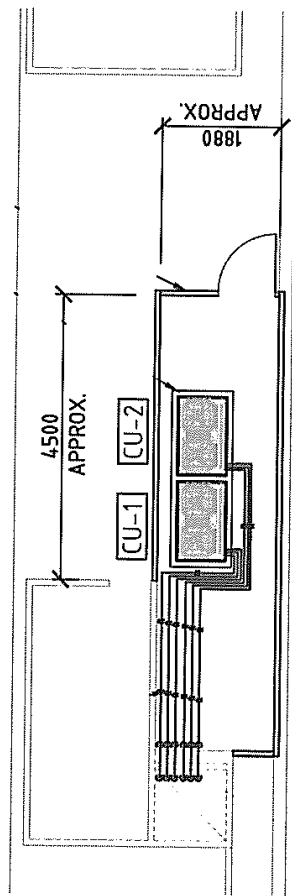




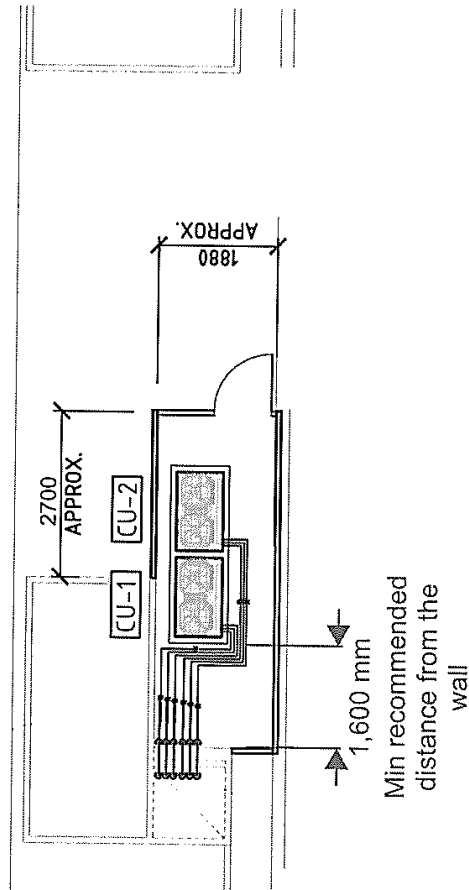








Option 1



Option 2

**CROSSEVENOR** engineering group  
 PROJECT INTENT TO 1:50 11.05.16

Project Name: Rum Store AC System  
 Project Number: -  
 Services: Mechanical  
 Subject: External Plant Space  
 Date: 7/10/2016  
 Issue: For Information  
 Issued By: spa

## **Special by-law no. 2 – Renovations**

### **1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

### **2. Definitions & Interpretation**

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) “**apartment**” means a lot in the strata scheme,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**Community Association**” means Community Association DP No. 270215,
- (g) “**Community Management Statement**” means the Community Management Statement registered with deposited plan 270215 as amended from time to time,
- (h) “**cosmetic work**” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (i) “**major renovations**” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
  - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
  - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
  - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
  - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,but cannot include cosmetic work or minor renovations,
- (h) “**minor renovations**” means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,

- (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (vi) installing or replacing wood or other hard floors,
- (vii) installing or replacing wiring or cabling or power or access points,
- (viii) installing or replacing pipes and ducts,
- (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
- (x) installing a rainwater tank,
- (xi) installing a clothesline,
- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (i) **“renovations”** means minor renovations or major renovations,
- (j) **“strata scheme”** means the strata scheme to which this by-law applies, and
- (k) **“you”** means an owner of an apartment 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, and
- (f) 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. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (i) your name, address and telephone number,
- (ii) your apartment and lot number,
- (iii) details of the renovations,
- (iv) drawings, plans and specifications for the renovations,
- (v) an estimate of the duration and times of the renovations,
- (vi) details of the persons carrying out the 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 renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 If your application relates to renovations that will involve:

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors, or
- (b) installing or replacing wood or other hard floors,

your application must include a report from a qualified acoustic engineer, prepared at your cost, and which:

- (i) analyses the proposed floor finish;
- (ii) analyses the method of installation and the effect on sound transmission including impact noise following the installation of the proposed floor finish, and
- (iii) states that the proposed floor finish after installation in your apartment will comply with the acoustic requirements for floor space and floor coverings specified in clause 4.4(e) of this by-law.

3.2.6 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.7 The owners corporation may engage a consultant to assist it review your application. You must pay on demand the reasonable costs the owners corporation incurs in connection with the engagement of that consultant to assist it review your application.

3.2.8 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.9 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.10 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

## **4. Conditions for Renovations**

### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

(a) **Community Association Approval**

obtain and give the owners corporation a copy of any necessary written consent of the Community Association or its executive committee to the renovations that is required under the Community Management Statement,

(b) **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(c) **Local Council Approval**

(in the case of major renovations) if required by law, obtain a complying development certificate for, or development consent of the local council to, the major renovations, and a construction certificate for the major renovations, under the *Environmental Planning and Assessment Act 1979* and give copies of them to the owners corporation,

(d) **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 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 renovations (if required by law),

(e) **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 renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(f) **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,

(g) **Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) **Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

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

## **4.2 During the Renovations**

During the renovations you must:

**(a) Standard of Workmanship**

ensure the 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 Renovations**

make certain the 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 Renovations**

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

**(d) Times for Renovations**

ensure that the 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 such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

**(f) Appearance of Renovations**

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

**(g) Supervision of Renovations**

ensure that the 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 Renovations**

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment 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 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 outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

**(m) Building Integrity**

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

**(n) Daily Cleaning**

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

**(o) Interruption to Services**

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

**(p) Access**

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

**(q) Vehicles**

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay 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,

**(r) Security**

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

**(s) Variation to renovations**

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

**(t) Costs of renovations**

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

#### **4.3 After the Renovations**

After the renovations have been completed, you must:

**(a) Notify the Owners Corporation**

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

**(b) Access**

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

**(c) Obtain Planning Certificates**

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

**(d) Restore the Common Areas**

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

**(e) 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 renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**(f) 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 renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**(g) Acoustic Engineer's Report**

if the renovations involved:

(a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors, or

(b) installing or replacing wood or other hard floors,

give the owners corporation, within one month of completion of the renovations, a certificate or report from a qualified acoustic engineer, at your cost, which must certify that:

(i) the acoustic engineer has tested the changed floor coverings in situ as installed;

(ii) the changed floor coverings meet the acoustic requirements for those floor coverings set out in clause 4.4(e) of this by-law.

If you cannot supply the acoustic engineer's certificate or report due to the inability of the engineer to gain access to the apartment(s) below or adjacent to your apartment for the purpose of conducting testing, the owners corporation may extend the deadline for you to supply the report up to a maximum of three months.

#### **4.4 Enduring Obligations**

You must:

**(a) Maintenance of Apartment Renovations**

properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

**(b) Maintenance of Minor Renovations**

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

**(c) Repair Damage**

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

**(d) Prevent Excessive Noise**

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

**(e) Flooring**

if the renovations involved:

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors, or
- (b) installing or replacing wood or other hard floors,

ensure that the acoustic performance standard measured in situ for the changed floor coverings (including insulation) achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 48dB measured in accordance with ISO 140-7 and rated to ISO 717-2,

**(f) 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 renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

**(g) 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 renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

**(h) 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 renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws),

**(i) Comply with the Community Management Statement**

comply with the provisions of the Community Management Statement which are applicable to the renovations.

**5. Bond**

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 apartment during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the 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**

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 apartment, 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 Without limiting clause 6.1, if you breach clause 4.3(g) 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:

(a) the owners corporation may give you a further notice to require you to replace the changes to the floor coverings in your apartment made during the renovations with carpet laid over heavy duty underlay at your cost, and

(b) you must comply with that notice within three months of service of that notice on you by the owners corporation.

6.3 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. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.9.

## **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

## **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## **10. Decision of Owners Corporation not to Maintain Minor Renovations**

To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor 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.

## **ANNEXURE**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

#### **Special By-Law No. ... – Major Renovations and Building Works (Lot ....)**

##### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

##### **2. Definitions**

In this by-law:

“**Lot**” means Lot ..... in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being .....

“**Renovations By-Law**” means Special By-Law No. 2 – Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

##### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

##### **4. Conditions**

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.