

Special By-Law 12 General Renovations Protocol
DEFINITIONS

1. In this by-law:-

- a) Words importing the singular include the plural and vice versa;
- b) Words importing a gender include any gender;
- c) "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time;
- d) "The Regulations" means the *Strata Schemes Management Regulations 2016* (NSW) as amended from time to time;
- e) "Common Property" means the common property within Strata Plan No. 52948;
- f) "Owner" means the owner or owners from time to time of a Lot in Strata Plan No. 52948;
- g) "Minor Renovations" has the meaning given to that term in Section 110 of the Act;
- h) "Cosmetic Work" has the meaning given to that term in Section 109 of the Act;
- i) "Major Works" means any works that are not Minor Renovations or Cosmetic Works or otherwise regulated by another By-Law and which includes but is not limited to works which:
 - (i) interfere with the support or shelter provided by a Lot, for another Lot, or for the Common Property;
 - (ii) alter any electrical, plumbing, drainage, gas or other service in or to a Lot;
 - (iii) affect the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - (iv) affect the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a Lot; and/or
 - (v) require waterproofing in order to comply with the requirements of the Building Code of Australia.
- (j) "Works" means Minor Renovations and Major Works collectively.

CONDITIONS

Approval to carry out works

2. An Owner may carry out Cosmetic Work without the approval of the Owners Corporation in accordance with Section 109 of the Act.
3. An Owner shall not carry out any Minor Renovations until the Owners Corporation has approved the Minor Renovations by ordinary resolution at a duly convened general meeting, in accordance with the requirements of Section 110 of the Act.
4. An Owner shall not carry out any Major Works until the Owners Corporation has approved the proposed Major Works in writing and the Owner complies with the terms and conditions of this by-law.
5. Any application to the Owners Corporation by an Owner of a Lot for approval to carry out Works, must be in writing and be accompanied by plans and specifications for the Works, details of the proposed dates and times during which the work is to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out.
6. If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner shall provide to the Owners Corporation, drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.
7. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause 6 of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand if the second engineer's opinion is that the proposed works will detrimentally affect the structural integrity of the building or any part of it, or that the existing floors, walls, ceilings and roof are not structurally adequate for the purposes of the proposed works. If the second engineer's opinion is the same as the Owners engineer, the Owners Corporation will pay the cost of the second engineer.
8. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the Owner must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

9. If the proposed Works involve the installation of floor coverings or flooring other than carpet ("hard flooring") in a Lot that is directly above another Lot, the Owner must:

- (a) provide the Owners Corporation with a floor plan outlining the proposed location of the hard flooring, identifying where carpet is being replaced by hard flooring;
 - (b) provide the Owners Corporation with details of the proposed acoustic underlay; and
 - (c) ensure that the finished floor has a weighted impact sound level (L_{nt,w} + C1) reading of not more than 62 decibels, in accordance with the requirements of the Building Code of Australia.
10. If the Works will involve the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his own cost, prior to the commencement of the Works, if requested to do so by the Owners Corporation.

11. An Owner shall take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling.

12. An Owner shall not be permitted to install or construct a kitchen, bathroom, or laundry above any part of a bedroom, living room or lounge room of a Lot below.

Repairs and Maintenance

13. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

14. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

15. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

16. Before starting the Works, the Owner must provide the Owners Corporation with:-

- a) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- b) a copy of any requisite construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979*;
- c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the *Home Building Act 1989*, if the value of the Works exceeds \$20,000;
- d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (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); and
- e) 5 days' notice in writing prior to the date of commencement of the Works;
- f) details of the proposed duration and times of the Works;
- g) details of the persons carrying out the Works, including qualifications to carry out the Works;
- h) arrangements to manage any resulting rubbish or debris; and
- i) a bond of \$5,000 or such other amount to be specified by the Strata Committee from time to time, which may be used by the Owners Corporation to rectify any damage caused to the common property, or property of another Owner or occupier in the scheme, as a result of the Works or as a result of a breach of this by-law, in accordance with clauses 24, 25 and 26 below.

Performance of the Works

17. In undertaking the Works, the Owner by himself or herself, his or her agents, servants and contractors must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with all conditions and requirements of the local Council;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
- (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 7 of this by-law;
- (e) permit the Owners Corporation's independent engineer access to the lot during the course of the Works for the purposes described in clause 7 of this by-law;

- (f) comply with any plans and specifications submitted to the Owners Corporation;
- (g) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- (h) carry out the Works between 7:30 am and 5:30 pm from Monday to Friday, and between 8:00 am and 1:00 pm on Saturdays (excluding public holidays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
- (i) comply with the terms of any approval given by the Owners Corporation under this by-law;
- (j) transport all building materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (k) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;
- (l) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
- (m) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (n) cause as little inconvenience as reasonably possible to other Owners and occupiers.

After the Works

18. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) notice that the Works have been completed;
- (b) notice of any damage caused by the Works to any other Lot or common property;
- (c) a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
- (d) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
- (e) copies of all membrane and flashing guarantees and warranties.

19. The Owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

20. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

Indemnity

21. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Insurance

22. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 14(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.


23. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 14(c) or 14(d) of this by-law.

24. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

25. The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.

26. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the owner or occupier of another lot in the strata scheme.

The Common Seal of the Owners – Strata Plan No. 52948 was affixed on the 26 day of October 2018 in the presence of:

Signature: 

Name: Robert Crosbie
 Being the person authorised by Section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

