

# The Owners - Strata Plan No. 3840 - Motion for Adoption of By-law Authorising Building Works (Special Resolution)

That The Owners – Strata Plan No. 3840 SPECIALLY RESOLVES pursuant to sections 141 to 143 of the Strata Schemes Management Act 2015 to make an additional by-law in the following terms:

## Special By-Law No. 6 – Authorisation of Building Works in Lot 29

### 1. Adoption of Special By-Law Authorising Building Works – Lot 29

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “Owner”) of Lot 29 (the “Lot”) shall have a special privilege in respect of the common property to carry out building works to renovate the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

#### (a) Renovation works to existing bathroom including:

- (i) removal of existing wall tiles, floor tiles, waterproofing, and fixtures and fittings including bathtub, shower, shower screen, sink, vanity cabinet, and tap ware (and mixers for taps if required);
- (ii) installation of new wall tiles (to full height), floor tiles, waterproofing to floor and walls, and fixtures and fittings including shower, frameless glass shower screen, sink, vanity cabinet, towel rails, and tap ware (and mixers for taps if required);
- (iii) connection to existing water, waste and electrical services as required, and undertake plumbing rough in for new fixtures and fittings;

#### (b) Renovation works to existing toilet including:

- (i) removal of existing wall tiles, floor tiles, fixtures and fittings including toilet and tap ware (and mixers for taps if required);
- (ii) installation of new wall tiles (to full height), floor tiles, waterproofing to floor and walls, and fixtures and fittings including toilet, vanity, and tap ware (and mixers for taps if required);
- (iii) connection to existing water, waste and electrical services as required, and undertake plumbing rough in for new fixtures and fittings.

## 2. Definitions

For the purposes of this by-law:

"Utility Services" means any service associated with plumbing, or electrical which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the Strata Schemes Management Act 2015, that word or phrase has the same meaning in this by-law.

### 3. General Conditions

#### 3.1 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (b) carry out the Works substantially in accordance with the description clause 1.
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation.
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs.

#### 4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

## 5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

## 6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

## 7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis; and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

