

BY-LAW - LOT X

The Owners - Strata Plan No. XXXX SPECIALLY RESOLVES pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 ("Act") to:

1. Authorise the Owners of Lot X to add to, alter and erect new structures on the common property by carrying out of the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
2. Grant the Owners of Lot X the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),

subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, 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.

Motion required by: <name of owner(s)>, the Owners of Lot X.

Explanatory note: This is a motion authorising to be undertaken by the Owners of Lot X.

Special By-law

By-law to authorise the owner of Lot X to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) Insurance means:

1. (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
2. (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and

(iii) workers compensation insurance as required by law.

(c) Lot means lot X in strata scheme XXXX.

(d) Owner means the owner of the Lot from time to time.

(e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. XXXX.

(f) Works means all building works and all related services supplied to effect the installation of the works as set out in the:

- (i) scope of works, attached to this by-law and marked Annexure "A"; and
- (ii) engineers plans, attached to this by-law and marked Annexure "B".

(g) Exclusive Use Area means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

1. 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
2. 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation;

(e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:

1. (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 2. (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
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9. (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
 10. (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

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

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(d) remains liable for any damage to lot or common property arising out of the Works;

(e) must make good any damage to lot or common property arising out of the Works; and

(f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

ANNEXURE "A" SCOPE OF WORKS