

# THE PARK APARTMENTS

## Renovations and Alterations

### 1.1 General Alterations

- 1.1.1 You must not damage or alter any part of the Common Property, or perform any works to Your Lot that may damage or alter any part of the Common Property without the **prior written consent of the Owners Corporation**.

*Note: The precise boundaries of the above Common Property must be determined by interpretation of the legal boundaries on the Plan by a qualified expert.*

- 1.1.2 If You wish to make a request for the Owners Corporation's written consent to damage or alter any part of Common Property, or perform any works to Your Lot that will damage or alter any part of Common Property ("**the Proposed Works**"), You must:

- i. make the request to the Owners Corporation in writing; and
- ii. provide the Owners Corporation with the following supporting documents:
  - a. all permits, approvals or consents required for the Proposed Works under all relevant laws or alternatively written confirmation that permits, approvals or consents are not necessary for the Proposed Works;
  - b. all plans and specifications for the Proposed Works;
  - c. details of **all** parts of the Common Property will be affected by the Proposed Works;
  - d. **all** details of how the Proposed Works will affect the external appearance of the Common Property and/or the Building;
  - e. written confirmation of whether the Proposed Works may affect the structural integrity, services, fire and life safety or acoustic properties of the Building;
  - f. if the Proposed Works will affect the structural integrity, services, fire or life safety or acoustic properties of the Building, appropriate plans and specifications to address any such effect;
  - g. Your proposed dates and times for the performance of the Proposed Works taking into account the Rules relating to noise and local council noise restrictions;
  - h. Your proposed method of ensuring the Proposed Works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or Invitee in the Building; and

- i. any other document reasonably requested by the Owners Corporation relating to the Proposed Works.

1.1.3 On receipt of a written request for the Owners Corporation's written consent under Rule 1.1.2, the Committee must decide if the Proposed Works are approved, whether the appearance of the Common Property will be significantly altered or not:

- i. If the Committee decides that the Proposed Works will not significantly alter the appearance of the Common Property, it must vote on whether to approve the request by email ballot or at its next Committee meeting to be held within four (4) weeks of a complete application under Rule 1.1.2; or
- ii. If the Committee decides that the Proposed Works will significantly alter the appearance of the Common Property, it must add a motion on whether to approve the request onto the agenda for the next general meeting of the Owners Corporation, to be voted on by the Owners Corporation by special resolution.

1.1.4 If the Owners Corporation approves Your request to perform Proposed Works under 1.1.2 and 1.1.3, You agree that You will:

- i. ensure the Proposed Works do not depart from the plans, specifications and other documents or conditions approved by the Owners Corporation;

*Note: Any amendments to approved applications must be treated as a new application which must be made by the Lot Owner.*

- ii. ensure the Proposed works will be performed by qualified and insured contractors;
- iii. indemnify the Owners Corporation for any costs and/or liabilities incurred in respect of any loss or damage caused as a result of the Proposed Works being performed;
- iv. bear the ongoing legal responsibility to repair, maintain the Proposed Works and affected Common Property;
- v. inform the Building Manager of all intended works in advance and if lifts are to be used, make arrangements with the Building Manager to have protective coverings laid in the lifts prior to use;
- vi. inform all neighbors of the works scheduled;
- vii. not engage tradesmen and/or contractors to carry out work on a Saturday, Sunday or public holiday, or on any other day before 8am or after 5pm;
- viii. be responsible for cleaning all common areas of waste or mess and disposing of any material or debris, not in owners corporation bins.

- ix. The OC reserves the right to inspect any works carried out and demand changes for inappropriate or poor quality workmanship at the Owner's cost.

Refer to The Park Apartments web site for additional information

[Alterations and Additions \(thepark.org.au\)](http://thepark.org.au)

## **Definitions**

Unless the context otherwise requires:

- a) "**Act**" means the *Owners Corporations Act 2006*;
- b) "**Building**" means the buildings constructed on the Land;
- c) "**Building Manager**" means the person(s) for the time being employed by the Owners Corporation to manage the building;
- d) "**Committee**" means a Committee of the relevant Owners Corporation for the time being elected in accordance with the Act;
- e) "**Common Property**" means:
  - a. Common Property No.1 in the Plan which is defined in the Plan; and/or
  - b. Common Property No.2 in the Plan which is defined in the Plan; and/or
  - c. Common Property No.3 in the Plan which is defined in the Plan; and/or
  - d. Common Property No.4 in the Plan which is defined in the Plan; and/or
  - e. Common Property No.5 in the Plan which is defined in the Plan.

*Note: The precise boundaries of the above Common Property must be determined by interpretation of the legal boundaries on the Plan by a qualified expert. The Plan states that:-*

- a. *Only the members of Owners Corporation 2 may use Common Property No.2;*
  - b. *Only the members of Owners Corporation 3 may use Common Property No.3;*
  - c. *Only the members of Owners Corporation 4 may use Common Property No.4;*
  - d. *Only the members of Owners Corporation 5 may use Common Property No.5.*
- f) "**Invitee**" means Your guest, agent, employee or any other person present on the Land from time to time at Your invitation;
  - g) "**Land**" means the land described in Plan of Subdivision PS433545Q;
  - h) "**Lot**" means a part of the Land shown on the Plan which can be disposed of separately and includes a Lot Accessory;

- i) **“Manager”** means the person or entity appointed by the Owners Corporation for the time as the Owners Corporation’s Manager;
- j) **“Owner”** means the registered proprietor(s) of a Lot;
- k) **“Owners Corporation”** means:-
  - a. Owners Corporation 1 Plan No. PS 433545Q; and/or
  - b. Owners Corporation 2 Plan No. PS 433545Q; and/or
  - c. Owners Corporation 3 Plan No. PS 433545Q; and/or
  - d. Owners Corporation 4 Plan No. PS 433545Q; and/or
  - e. Owners Corporation 5 Plan No. PS 433545Q; and/oras is relevant.

*Note: See the Plan to determine which lots are affected by each of the above Owners Corporations.*

- l) **“Occupier”** means any person residing in a Lot including but not limited to an Owner-occupier, a tenant, a lessee, a sub-lessee or a licensee;
- m) **“Plan”** means Plan of Subdivision No. PS433545Q;
- n) **“Regulations”** means the *Owners Corporations Regulations 2007*;
- o) **“You”** or **“Your”** means an Owner or an Occupier.